



Travis County Commissioners Court Agenda Request

Meeting Date: December 4, 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

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

BUDGET AMENDMENTS AND TRANSFERS

12/4/2012

FY 2013

NEW BUDGET

BA#	INTERNAL ORDER/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
N1		0001	124007	485190	Criminal Cts	Donation Revenue	\$10,000.00		1
		0001	124007	511350	Criminal Cts	Gifts	\$7,000.00		
		0001	124007	511400	Criminal Cts	Transportation Asst.	\$3,000.00		



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Alan Miller, Planning and Budget Analyst, Sr. *Am*

DATE: November 26, 2012

RE: Budget donated funds received in Commissioners Court through agenda item 25 on the Commissioners Court Agenda from November 13, 2012.

On November 13, 2012, the Commissioners Court approved through item 25 the receipt of a donation to support the activities of the Youthful Support Court by providing incentives and tangible rewards to participants. The County Auditor's Office has certified the donation as \$10,000 of additional revenue and the department has submitted a budget adjustment to budget the donated funds. Pursuant to the FY 2013 Budget rules, PBO is submitting this new revenue budget adjustment for Commissioners Court approval.

PBO has reviewed this budget adjustment and believes it is consistent with the intent by which the donation was accepted by the County and recommends approval of the transfer.

cc: Jessica Rio, Budget Director
Leslie Browder, County Executive, PBO
Judge Brenda P. Kennedy, District Judge 403rd District Court
Debra Hale, Criminal Courts

TRAVIS COUNTY
AUDITOR'S OFFICE


NICKI RILEY, CPA
COUNTY AUDITOR



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

861866

To: Leslie Browder
County Executive, Planning and Budget

From:  Nicki Riley
County Auditor

Subject: Certification of Revenue – Donation for 403rd District Court Youthful Offender
Program; Criminal Court

Date: November 20, 2012

I hereby certify additional Criminal Court funds of \$10,000.00. These funds were received from Paul Larkin as a donation and should be allocated as follows:

<u>Fund</u>	<u>Cost Center</u>	<u>Account</u>	<u>Description</u>	<u>Internal Order</u>	<u>Amount</u>
0001	1240070001	485190	Donation	600340	\$10,000.00

If you have any questions, please call.

NR/dw

cc: Paul S. Lyon, First Assistant County Auditor
Jose Palacios, Chief Assistant County Auditor (in succession)
Patti Smith, Chief Assistant County Auditor
DeDe Bell, Chief Assistant County Auditor
David Jungerman, Financial Services Manager
Hannah York, Auditor Financial Analyst
Tracy LeBlanc, Financial Analyst - Revenues
Jessica Rio, Budget Director, PBO
Leroy Nellis, Budget Director (in succession), PBO
Alan Miller, Budget Analyst Sr., PBO
Debra Hale, Director of Court Mgmt, Criminal Courts
Tonya Arnecke Watson, Program Manager, Criminal Courts
Joseph Kertz, Lead Financial Analyst, Criminal Courts

Header Information for Entry Doc Number

400001359

Doc. Number 400001359 Doc. Status Preposted FM Area 1000
 Budget. Cate. Payment Doc. Year 2013 Doc. Date Nov 26, 2012
 Value Type Budget Version 0 Doc. Type TRAN
 Budget Type 1 Fiscal Year 2013 Year. Cash. Eff
 Process UI BALA Process BALT Original. Applic. BWB Doc. Family
 Creation Date Nov 27, 2012 Creation Time 10:43:23

Additional Data

Creator MILLERA1
 Resp. Person JOSEPH KERTZ
 Year Cohort Public Law
 Legislation

Header Text Youthful Offender Support Court Donation

TextName

Lines Total Document 20,000 USD

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0001		1240070001	511350	1210 NOT-RELEVANT	600340	7,000	Budget for Gift Cards
000002	0001		1240070001	485190	1210 NOT-RELEVANT	600340	10,000	Set-up New Revenue - Youthful Offender Support Crt
000003	0001		1240070001	511400	1210 NOT-RELEVANT	600340	3,000	Budget for Bus Passes

[Signature] Nov 27, 2012

Allocated Reserve Status (580010)

Amount	Dept Transferred Into	Date	Explanation
\$6,920,945			Beginning Balance
(\$10,000)	TNR	10/16/12	Clean Air Force 2013
(\$11,388)	Various	Various	Approved by CC for FY13 portion of ACC intern program
(\$378,290)	HHS	11/6/12	Parenting in Recovery Program
(\$1,881)	TNR	11/13/12	Security
\$6,519,386	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
(\$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)	Constable Staffing
(\$2,930,269)	Total Possible Future Expenses (Earmarks)
\$3,589,117	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 (\$8,000)	ITS	11/27/12	Beginning Balance IT Infrastructure for FMD Projects
\$2,805,944 Current Reserve Balance			

Possible Future Expenses Against CAR Reserves Previously Identified During the FY 13 Budget Process:

Amount	Explanation
\$ (817,300)	ITS Infrastructure for FMD Projects
\$ (660,000)	Virtual tape Library option 3
\$ (38,046)	Replacement Boat Motors for Lake Unit
\$ (100,000)	Guardrail-New Installations
\$ (90,000)	Failing Vehicles
\$ (50,000)	Sidewalks-ADA Upgrades
\$ (250,000)	FM 1626 ROW Purchases
\$ (61,954)	Constable Staffing
\$ (2,067,300)	Total Possible Future Expenses (Earmarks)

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
\$ (196,951)	ITS	10/23/12	OnBase Software
\$ (717,746)	ITS	11/6/12	CUC TechShare
\$1,250,098	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
\$ (1,483,173)	Emergency Services	11/13/12	Regional Radio Service Interlocal
\$683,002	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: 12/4/2012, 9:00 AM, Voting Session

Prepared By/Phone Number: Katie Petersen Gipson, Planning and Budget Office, 854-9346

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. New application to the Meadows Foundation for a Juvenile Probation Pre-Doctoral Psychology Internship Program;
- B. Contract amendment to the Texas Department of Housing and Community Affairs to amend the budget the Comprehensive Energy Assistance Program in Health and Human Services department;
- C. Ratify a grant contract amendment with the Texas Department of Agriculture for the National School Lunch/School Breakfast program managed by the Juvenile Probation department to add a new authorized representative to the grant's Certificate of Authority.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Item A is a new application for a grant to supplement a doctoral level internship program administered by Juvenile Probation. Item B is amending the budget of CEAP to provide more funding for direct utility assistance. Item C is a simple contract amendment to add a new authorized representative for the grant.

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 grant matches or county cost sharing for any of this week's agenda items.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Leslie Browder
Melissa Velasquez

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.

Application	Dept.	Grant Title	Grant Period	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #
A	145	Juvenile probation Pre-Doctoral Psychology Internship Program	7/1/13-6/30/14	\$34,306	\$0	\$0	\$0	\$34,306	-	R	MC	6
Contracts												
B	158	Comprehensive Energy Assistance Program (CEAP)*	1/1/12-12/31/12	\$4,546,172	\$0	\$0	\$0	\$4,546,172	4.00	R	EC	32
C	145	National School Lunch/Breakfast Program*	7/1/12-6/30/13	\$217,219	\$0	\$0	\$0	\$217,219	-	R	S	41

* Amended from original.

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
117	Southeast Travis County Historical Survey	10/01/12 - 09/30/14	\$7,500	\$0	\$6,000	\$1,500	\$15,000	-	10/30/2012
119	Underage Drinking Prevention Program	10/01/13 - 09/30/14	\$161,204	\$0	\$35,951	\$55,000	\$252,155	3.00	11/6/2012
124	Formula Grant- Indigent Defense Grants Program	10/01/12 - 09/30/13	\$441,998	\$0	\$0	\$0	\$441,998	-	11/27/2012
			\$610,702	\$0	\$41,951	\$56,500	\$709,153	3.00	

*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
145	Travis County Eagle Resource Project	09/01/12 - 08/31/13	\$29,930	\$0	\$0	\$0	\$29,930	-	10/2/2012
145	Trama Informed Assessment and Response Program	09/01/12 - 08/31/13	\$192,666	\$0	\$0	\$0	\$192,666	0.50	10/2/2012
137	Sheriff's Office Command and Support Vessel*	9/1/12-3/31/13	\$250,000	\$0	\$0	\$0	\$250,000	-	10/16/2012
139	Travis County Adult Probation DWI Court	9/1/2012-8/31/2013	\$229,112	\$0	\$0	\$0	\$229,112	4.00	10/16/2012
147	Emergency Management Performance Grant	10/01/11 - 03/31/13	\$71,221	\$71,221	\$0	\$0	\$142,442	-	10/16/2012
119	Family Violence Protection Team*	10/1/2010 - 03/31/2012	\$699,507	\$168,239	\$0	\$0	\$867,746	4.50	10/23/2012
122	Family Drug Treatment Court	09/01/12 - 08/31/13	\$137,388	\$0	\$0	\$0	\$137,388	1.00	10/23/2012
145	Drug Court & In-Home Family Services	09/01/12 - 08/31/13	\$66,428	\$7,381	\$0	\$0	\$73,809	0.09	10/23/2012
158	Comprehensive Energy Assistance Grant*	01/01/12 - 12/31/12	\$4,546,172	\$0	\$0	\$0	\$4,546,172	-	10/23/2012
158	Low Income Home Energy Assistance Program (LIHEAP) Weatherization Program	04/01/12 - 03/31/13	\$817,334	\$0	\$0	\$0	\$817,334	-	10/23/2012
124	Travis County Veterans' Court	09/01/12 - 08/31/13	\$186,000	\$0	\$0	\$0	\$186,000	2.00	10/30/2012
142	Drug Diversion Court	09/01/12 - 08/31/12	\$132,585	\$0	\$0	\$0	\$132,585	1.00	10/30/2012
158	Parenting in Recovery II	09/30/12 - 09/29/13	\$500,000	\$0	\$214,286	\$0	\$714,286	2.00	11/6/2012
158	Targeted Low Income Weatherization Program (TLIWP)	10/01/12 - 12/31/12	\$42,061	\$0	\$0	\$0	\$42,061	-	11/6/2012
158	Seniors and Volunteers for Childhood Immunization (SVCI)	09/01/12 - 08/31/13	\$8,845	\$0	\$0	\$0	\$8,845	0.14	11/20/2012
158	Coming of age (DADS)	09/01/12 - 08/31/13	\$24,484	\$24,484	\$0	\$0	\$48,968	-	11/20/2012

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
158	DOE Weatherization Program	04/01/12 - 03/31/13	\$60,471	\$0	\$0	\$0	\$60,471	-	11/20/2012
158	Atmos Energy Share the Warmth	11/01/12 - 10/31/13	\$13,188	\$0	\$0	\$0	\$13,188	-	11/20/2012
139	Travis County Adult Probation DWI Court	09/30/12 - 09/29/13	\$206,515	\$0	\$0	\$0	\$206,515	2.85	11/27/2012
137	State Criminal Alien Assistance Program- SCAAP 12	07/01/10 - 06/30/11	\$492,999	\$0	\$0	\$0	\$492,999	-	11/27/2012
147	"Remembering When" Scholarship	12/02/12 - 11/01/13	\$4,000	\$0	\$0	\$0	\$4,000	-	11/27/2012
			\$8,710,906	\$271,325	\$214,286	\$0	\$9,196,517	18.08	

*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) FY 12	09/30/12 - 09/29/13	\$94,630	\$0	\$94,630	-	12/31/2012	9/25/2012	N/A	No
158	Parenting in Recovery (PIR) FY 13	09/30/12 - 09/29/13	\$84,756	\$0	\$84,756	-	12/31/2012	10/2/2012	N/A	No
Totals			\$276,415	\$0	\$276,415	8.00				

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**TRAVIS COUNTY
FY 13 GRANT SUMMARY SHEET**

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
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/Treatment and Counseling; Assessment Center	
Contact Person/Title:	Maya Duff	
Phone Number:	512-854-7046	

Grant Title:	Travis County Juvenile Probation Pre-Doctoral Psychology Internship Program		
Grant Period:	From: <input type="text" value="Jul 1, 2013"/>	To: <input type="text" value="Jun 30, 2014"/>	
Fund Source:	Federal: <input type="checkbox"/>	State: <input type="checkbox"/>	Local: <input checked="" type="checkbox"/>
Grantor:	Meadows Foundation		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from 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	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 34,306	\$ 0	\$ 0	\$ 0	\$ 34,306
Operating:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 34,306	\$ 0	\$ 0	\$ 0	\$ 34,306
FTEs:	0.00	0.00	0.00	0.00	0.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	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	

6

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ -					
Applicable Departmental Measures					
1.	Number of Interns trained	n/a	0	1	1
2.	Average caseload per intern	0	0	12	12
3.	Average number of group therapy sessions led per intern	0	0	120	120
+ -					
Measures for the Grant					
1.	Number of interns in program	0	0	1	1
Outcome Impact Description		Psychologists-in-training will provide services and receive specialized training in working with the youth and families of Travis County.			
2.					
Outcome Impact Description					
3.					
Outcome Impact Description					

PBO Recommendation:

The Juvenile Probation Department is requesting approval to submit a new grant application to the Meadows Foundation, to help fund an internship program to serve the Department's high risk youth and their families. This grant will supplement a doctoral level internship program that is already operational in the Department and is funded by a five-year grant from the Hogg Foundation for Mental Health.

The total grant from the Meadows Foundation is \$34,306.

The Department intends to seek both internal and external funds starting in 2016 to continue the internship program.

PBO supports approval of this grant application 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 one?

This new grant is part of a broader project that was approved by Commissioner's Court in September 2011. The internship program provides trainees with exposure to a broad continuum of care, which includes intake into the juvenile justice system, deferred prosecution programs, detention and court services, residential placement, and community interventions. Interns have the opportunity to provide therapeutic services and develop expertise in working with a unique and culturally diverse population. There is a great need for effective mental health services for youthful offenders throughout the state. By offering comprehensive training in assessment and clinical intervention, the internship program will provide psychologists-in-training with the tools necessary to promote such services throughout the Texas juvenile justice system. Funding from the Meadows Foundation will be used to supplement a multi-year grant awarded by the Hogg Foundation for Mental Health in September 2011. TCJPD will reapply for a second year of funding from the Meadows Foundation in October 2013. For the grant period 7/1/2013-6/30/2014, TCJPD requests \$34,306.

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

For the sister grant associated with this grant application, TCJPD is required to provide a county cost share. In the long term, TCJPD will fund 2 interns from September 2015-August 2016; total costs for this period will be \$78,610. At the end of that year, TCJPD will seek external funding as well as request internal funding to continue to offer internships to pre-doctoral psychology students.

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.

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

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

The Department intends to seek both internal and external funds starting in 2016 for the services via proposals submitted to the Federal and State government, as well as private foundations. The County will have an opportunity in the future to invest in the Travis County Internship program.

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

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

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

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




TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
DOMESTIC RELATIONS OFFICE
PROBATION SERVICES
RESIDENTIAL SERVICES
SUBSTANCE ABUSE SERVICES

TO: Aerin Toussaint, PBO
Budget Analyst

FROM: 
Estela P. Medina
Chief Juvenile Probation Officer

THROUGH: 
Maya Duff
Grant Coordinator

SUBJECT: Meadows Foundation Grant Application for the Travis County Juvenile Probation Pre-Doctoral Psychology Internship Program

DATE: November 21, 2012

Travis County Juvenile Probation is submitting an application for funding from the Meadows Foundation for the Travis County Juvenile Probation Pre-Doctoral Psychology Internship Program. Funds from this grant will be used in conjunction with funds from the Hogg Foundation for Mental Health to establish a pre-doctoral internship program at TCJPD. \$34,306 is requested from July 1, 2013-June 30, 2014 to fund one intern.

The goal of the Travis County Juvenile Probation Pre-Doctoral Internship Program is to create a comprehensive training center that promotes the education and eventual licensure of psychologists in Texas. In its inaugural year, 2012-2013, TCJPD offered two internships. By 2014, TCJPD plans to offer four internships to pre-doctoral psychology students.

Please review this item and place it on the **December 4th** Commissioner's Court Agenda for their consideration and signature.

If you have any questions, please contact Maya Duff at 512-854-7046.

CC: Jim Connolly
Rhett Perry
Britt Canary
Darryl Beatty
Dr. Daniel Hoard
Dr. Erin Foley
Dr. April Owen
Sylvia Mendoza
Mike Williams
Lisa Eichelberger
Grant File

THE MEADOWS FOUNDATION

GRANT APPLICATION

While no standard application form is required for applying for a grant from The Meadows Foundation, this *optional* form includes all the information requested in the Grant Application Guidelines. You may download this form, fill in the appropriate information using your own word processing software, and submit it through email or U.S. Mail to the address given at the end of this document. As a reminder, The Meadows Foundation can distribute grants only to qualified public entities or 501(c)(3) charities.

Contact Name & Title:	Maya Duff, Grant Coordinator
Organization Name:	Travis County Juvenile Probation Department
Address:	2515 South Congress Ave.
City:	Austin
State:	TX
Zip Code:	78704
Phone:	512-854-7046
Fax:	512-854-7093
E-mail address:	Maya.Duff@co.travis.tx.us
Website address:	http://www.co.travis.tx.us/

1. Organization Information:

Travis County Juvenile Probation Department (TCJPD), established in 1957, is charged with processing and adjudicating Travis County youth who violate the law. TCJPD offers services to youth between the ages of 10 and 17 who are involved with juvenile probation. These services include over 30 programs designed to reduce the likelihood that juveniles will re-offend by identifying strengths and targeting specific needs. The majority of youth receiving services through TCJPD are Hispanic (59%) and African-American (24%); almost all come from economically disadvantaged households. Many of the youth have suffered physical, emotional, and sexual abuse or neglect. The most commonly identified mental health concerns amongst youth seen at TCJPD are post-traumatic stress disorder, mood disorders, attention-deficit hyperactivity disorder, conduct and disruptive behavior disorders, and substance related disorders.

TCJPD uses a comprehensive continuum of care that incorporates alternative education, mental health and drug courts, substance abuse services, day treatment programs, in-home family counseling, wrap-around and aftercare services, and numerous collaborations with local partners. Programs include, but are not limited to:

- **Trauma Informed Assessment and Response** to effectively identify juveniles who have experienced trauma and provide appropriate treatment and counseling;
- **Eagle Resource Project** to enhance and expand a continuum of life and vocational opportunities to 15-17 year old juveniles residing in the Intermediate Sanctions Center to allow them to reintegrate successfully back into their communities;

- **Drug Court and In-Home Family Services** to improve the outcome for substance abusing juveniles by improving treatment and family support;
- **Pot of Gold** to allow juvenile offenders to perform community service hours as restitution to victims;
- **Residential Substance Abuse Treatment** to provide safe, secure, and effective interventions to youth in a Department of State Health Services (DSHS) licensed residential treatment program;
- **Juvenile Assessment Center** to provide juveniles with mental health screenings and psychological evaluations that help clarify needs and determine appropriate referrals; and
- **Community Partners for Children** to provide children and families with complex needs a single point of access for information and referrals to community service providers.

The mission of the Travis County Juvenile Probation Department (TCJPD) is to provide for public safety, while effectively addressing the needs of the juvenile offenders, families, and victims of crime. TCJPD is accredited by the American Correctional Association, which is a private, non-profit organization that administers the only national accreditation program for juvenile correctional facilities. It is also a Models for Change site, which is an initiative funded by the Office of Juvenile Justice and Delinquency Prevention (OJJDP) and Casey Family Programs to focus on system-wide reform to hold juveniles accountable for their actions, provide them with rehabilitation services, protect them from harm, increase their life chances, and manage the risk they pose to themselves and to public safety. The divisions of TCJPD include the Domestic Relations Office, Court Services, Probation Services, Detention Services, Residential Services, Treatment and Counseling, and Assessment Services.

The support provided through the Meadows Foundation grant will allow TCJPD to fund an internship position within a doctoral level psychology internship program. This internship program emphasizes effective psychological services for youth and families involved in the Texas juvenile justice system. One of the goals of the program is to successfully obtain accreditation through the American Psychological Association (APA). **An APA accredited internship program at TCJPD will attract well-qualified trainees who wish to remain in or relocate to Texas; these trainees will have the opportunity to gain experience within the juvenile justice setting as they provide needed psychological services to at-risk youth and families.**

Recent accomplishments of TCJPD related to the proposed program include recruiting and initiating training for the first class of psychology interns and receiving membership into the Association of Psychology Postdoctoral and Internship Centers (APPIC). The program is currently on track with its timeline towards APA accreditation.

2. Current Financial Information:

Tax Exempt Status: As a government agency, TCJPD is exempt from taxes. However, there is no certificate to document this.

Certified Audits: See Attachment A; related pages are:

- CAFR FY09: Pages OSI 31 and 35
- CAFR FY10: Pages OSI 31 and 35
- CAFR FY11: Pages OSI 31 and 35

3. Current Operating Budget and Year-to-Date Financial Statements:

Current Operating Budget: See Attachment B. More detail can be provided upon request.

Year-to-Date Financial Statements: These documents will be released to the public in early 2013 at which point they can be provided if necessary. Upon approval of this grant, the resulting contract will be signed by Judge Samuel T. Biscoe (County Judge) and Chief Estela P. Medina (Chief Juvenile Probation Officer).

4. **Market and Customers:** All juveniles served by TCJPD are from Travis County, Texas. The following statistics refer to October 2011-September 2012.

Referral Demographics

Demographic Category		FY12	Percent
Gender	Female	999	26%
	Male	2,907	74%
	Total	3,906	100%
Ethnicity	Asian	15	0.4%
	African American	955	24%
	Hispanic	2,316	59%
	Caucasian	580	15%
	American Indian	10	0.3%
	Other	30	0.8%
	Total	3,906	100%
Age	10	17	0.4%
	11	71	2%
	12	218	6%
	13	480	12%
	14	755	19%
	15	977	25%
	16	1,192	31%
	17	182	5%
	Over 18	14	0.4%
	Total	3,906	100%

The table below contains statistics for TCJPD's Intermediate Sanctions Center from October 2011-September 2012.

ISC Juveniles Served Demographics

Demographic Characteristics of Juveniles Served		FY 12	
		Number	Percent
Race	African American	59	29%
	Caucasian	24	12%
	Hispanic	124	60%
	Other	0	0%
	Total	207	100%
Sex	Female	38	18%
	Male	169	82%
	Total	207	100%
Age at Start	12 yrs	1	0%
	13 yrs	9	4%
	14 yrs	29	14%

	15 yrs	54	26%
	16 yrs	87	42%
	17 yrs	27	13%
	Total	207	100%

TCJPD does not keep statistics on the socioeconomic status of youth.

5. Description of the Proposed Program:

Statement of Need

Approximately 70 percent of youth involved in the juvenile justice system experience mental health disorders (Teplin, Abram, McClelland, Dulcan, & Mericle, 2002; Shufelt¹ & Cacoza, 2006²). Despite this prevalence, only 15-30% of juveniles with a mental health disorder receive treatment while in detention (Grisso, 2008)³. The current economic climate and subsequent challenges facing local and statewide agencies suggest that the juvenile justice system will increasingly become the means through which many Texas youth with mental health issues are identified and receive services. Given this scenario, there is a great need to develop psychological services and expertise to meet the needs of this unique population. Travis County Juvenile Probation Department (TCJPD) seeks to establish an APA accredited internship site to address this need.

There is a lack of APA accredited internship sites for those interested in working with adolescent forensic populations. Further emphasizing the need for TCJPD’s internship site, the state of Texas and particularly the city of Austin has a lack of internship opportunities. This is disproportionate to the number of students who receive their training in Texas and represents a missed opportunity for retaining those students. While the University of Texas at Austin offers three APA accredited clinical doctoral programs, for example, there is currently only one APA accredited internship site in Austin.

Addressing the Need

To address this missed opportunity TCJPD implemented an internship program through funding from the Hogg Foundation for Mental Health in September 2011. This training program, which is currently offering 2 internships for 2012-2013, emphasizes effective psychological services for youth and families involved in the Texas juvenile justice system. TCJPD seeks funding from the Meadows Foundation to offer a third internship for years 3 and 4 (2013-2015) of this program. The duties assigned to this intern include maintaining a caseload of 4-6 youth/families at a time and completing mental health assessments and comprehensive psychological evaluations for youth affiliated with juvenile probation.

Each intern will receive at least two hours of individual supervision from the Department’s three full-time licensed psychologists and will participate in weekly didactic training on topics related to psychodiagnostic assessment, clinical and professional issues, and cultural diversity. Interns will work with youth who have been placed in Detention or Residential services, as well as those who are coming to the facility to complete psychological evaluations, participate in aftercare services, or attend Mental Health or Drug Court. Interns will attend court hearings and work with staff to develop a full understanding of the juvenile justice continuum. Interns will participate as members of an interdisciplinary team comprised of judges, psychiatrists, psychologists, counselors, teachers, and probation officers. Throughout the year, interns will work alongside clinicians while developing professional and clinical competencies.

¹ Teplin, L. A., Abram, K. M., McClelland, G. M., Dulcan, M. K., & Mericle, A. A. (2002). Psychiatric Disorders in Youth in Juvenile Detention, *Archives General Psychiatry*, 59, 1133-1134.

² Shufelt, M. S. & Cacoza, J. (2006). Youth with Mental Health Disorders in the Juvenile Justice System: Results from a Multi-state Prevalence Study. *National Center for Mental Health and Juvenile Justice*.

³ Grisso, T. (2008). Adolescent Offenders with Mental Disorders. *Future Of Children*, 18(2), 143-164.

The training program's clinical rotations are the Male Substance Abuse Treatment Rotation, the Male Behavioral Intervention Rotation, and the Female Behavioral Intervention Rotation. Each clinical rotation is six months in duration. Interns will participate in two rotations during their training year. Rotations assignments will be made during orientation to the internship. Input from interns regarding their prior experiences and professional interests will be utilized to help determine these assignments. Throughout each clinical rotation, interns attend court hearings and work with staff to develop a full understanding of the juvenile justice continuum (i.e., intake, assessment, deferred prosecution, detainment, intervention, reentry, and eventual completion of probation).

While on the **Male Substance Abuse Treatment Rotation**, interns provide individual, group, and family therapy to male residents on two of the substance abuse treatment units of the TCJPD Intermediate Sanctions Center (ISC). The substance abuse units are licensed by the Department of State Health Services (DSHS) to provide substance abuse treatment to post-adjudicated youth. Youth receive one hour of individual therapy, one hour of family intervention (multifamily group), and 20 hours of group therapy (to include chemical dependency and life skills education) per week. In addition, individual family sessions are scheduled as needed. It is anticipated that interns will carry a caseload of 4-6 youth throughout the rotation and will conduct a minimum of three groups per week. Interns will participate in weekly treatment team meetings, create and implement individualized treatment plans, and engage in training and program development.

The **Male Behavioral Intervention Rotation** takes place primarily at the ISC. During this rotation, interns provide individual, group, and family therapy to male residents who are receiving services on secure behavioral intervention units. Youth on the behavioral units participate in a highly structured program that targets individualized treatment goals, pro-social decision making, and problem solving. During this rotation, interns work with youth and families who have specific treatment needs (e.g., those who have become involved in gangs or those who are fathers) and have the opportunity to engage in program development. As with the substance abuse rotation, interns carry a caseload of 4-6 residents, conduct group therapy at least three times per week, participate in weekly treatment team meetings, and develop and carry out individualized treatment plans. An additional component to this rotation entails working and interacting with youth who have been court-ordered into the facility's long-term program. The long-term program is primarily for serious youthful offenders who have been ordered into placement for a period of 12 months or more.

The **Female Behavioral Intervention Rotation** takes place primarily at the ISC. During this rotation, interns provide individual, group, and family therapy to female residents who are receiving services on secure and non-secure behavioral intervention units. Youth on the behavioral units participate in a highly structured program that targets individualized treatment goals, healthy interpersonal interactions, pro-social decision making and problem solving. During this rotation, interns work with youth and families who have specific treatment needs (e.g., those who have experienced trauma, who have become involved in gangs, or who are teen mothers). Interns on this rotations work closely with staff and administrators to enhance the use of gender-responsive programming for female residents. As with the other clinical rotations, interns carry a caseload of 4-6 residents, conduct group therapy at least three times per week, participate in weekly treatment team meetings, and develop and carry out individualized treatment plans. An additional component to this rotation entails aftercare services for females who have completed the secure residential component.

In addition to completing two six-month clinical rotations, all interns participate in a 12-month minor rotation in **Psychodiagnostic Assessment**. Approximately 8 hours of each work week are dedicated to this rotation and interns are expected to complete a series of mental health assessments and full psychological batteries over the course of the training year. During the training year, interns complete approximately 3 full psychological batteries, 3 partial psychological evaluations (i.e., cognitive or emotional evaluations), and 10 mental health assessments.

TCJPD is seeking APA accreditation for this internship program with the knowledge that an APA accredited training site will draw psychologists-in-training from both local and national doctoral training programs. Ultimately, TCJPD's goal is to create a comprehensive training center that promotes the education and eventual licensure of psychologists in Texas. TCJPD obtained APPIC membership in November 2012 and seeks to obtain APA accreditation in 2015.

6. Targets and Outcomes:

TCJPD's goal is to add a third intern, funded by the Meadows Foundation, to its internship program beginning with the 2013-2014 internship class. Funds from the Hogg Foundation for Mental Health and TCJPD will be used to fund the remaining intern positions during the 2013-2014 training year. Ultimately, it is the department's goal to have four intern positions by 2014, with the Meadows Foundation funding one internship position in the 2014-2015 training year as well. The growth of the internship program includes a plan for sustainability, with the department expecting to fund intern positions in 2014.

Training Year	Number of Interns	Funding Source
2012-2013 (current class)	2	Hogg Foundation – 2 intern positions
2013-2014	3	Hogg Foundation – 2 intern positions Meadows Foundation – 1 intern position
2014-2015	4	Hogg Foundation – 3 intern positions Meadows Foundation – 1 intern position
2015-2016	4	Hogg Foundation – 2 intern positions TCJPD – 2 intern positions

TCJPD has applied for and been awarded APPIC membership. At this point, the department is beginning the APA accreditation process. TCJPD expects to be accredited by APA by 2015. With an established internship program, TCJPD will be able to attract psychologists in training to Austin and promote the eventual licensure of psychologists in Texas.

Interns will work with youth and families who are affiliated with the juvenile probation department, providing individual, group, and family therapy. The internship training years begin and end in July.

The vital functions of the interns within the department are as follows:

- To provide direct clinical care to a caseload of approximately 4-6 youth and families per rotation (approximately 15 youth per year for each intern);
- To ensure that youths' behavioral and emotional difficulties are adequately identified and appropriate intervention is implemented;
- To provide crisis intervention services for youth in a timely and thorough manner;
- To ensure that potentially suicidal youth are properly identified and referred to Medical Services for evaluation;
- To provide substance abuse education and treatment to youth with identified substance abuse needs;
- To provide cognitive behavioral group interventions at least three times per week;
- To provide staff development training once per clinical rotation on a topic to be selected by the intern in consultation with his/her supervisor;
- To complete all required documentation in accordance with policies and standards;
- To complete psychological evaluations and integrated reports within identified timelines;
- To ensure compliance with professional and other applicable standards; and
- To engage in program development efforts to help enhance the services provided to youth and families.

7. Key Individuals:

- Estela P. Medina, Chief Juvenile Probation Officer, Female, Hispanic
- Darryl Beatty, Deputy Chief Probation Officer, Male, African-American
- Britt Canary, Deputy Chief Probation Officer, Male, White
- Erin Foley, Ph.D., ABPP, Training Director, Female, White
- April Owen, Psy.D., Psychologist, Female, White

- Daniel Hoard, Ph.D., Psychologist, Male, White

8. Specific Dollar Amount Requested from the Foundation and Date Payment is Needed:

\$68,803 is needed over the course of 2 years. The payments are needed as follows:

Amount	Date Needed
\$34,306	7/1/2013
\$34,497	7/1/2014

9. Project Budget:

Detailed Meadows Foundation Budget

Expense Categories	Year 1: 7/1/2013-6/30/2014
	Amount
Intern Stipend	\$28,000
Intern Benefits	
FICA	\$1,736
Retirement	\$3,788
WCI (law)	\$376
Medicare	\$406
Total Expenses	\$34,306
Expense Categories	Year 2: (7/1/2014-6/30/2015)
	Amount
Intern Stipend	\$28,000
Intern Benefits	
FICA	\$1,736
Retirement	\$3,979
WCI (law)	\$376
Medicare	\$406
Total Expenses	\$34,497

Total Program Budget

The following table details the budget for the total project, including funds from the Hogg Foundation for Mental Health, TCJPD, and Meadows Foundation. This detailed budget allocates funds requested from the Meadows Foundation according to the fiscal year in which the funds fall.

	Fiscal Year 2013 (9/1/2012- 8/31/2013)
Expense Categories	Amount
Psychological Services	\$26,182
Intern Stipends and Benefits	\$72,666
APPIC Membership/APA Accreditation fees	\$1,185
Conference Fees and Travel	\$8,502
Consultant Fees	\$6,000
Intern Professional Development	\$1,000
Overhead	\$12,544
Total Expenses	\$128,079
Revenue Categories*	Amount
Hogg Foundation	\$119,639
Meadows Foundation	\$5,718
Travis County Juvenile Probation Department	\$2,722
Total Revenues	\$128,079
	Fiscal Year 2014 (9/1/2013- 8/31/2014)
Expense Categories	Amount
Psychological Services	\$25,000
Intern Stipends and Benefits	\$101,286
APPIC Membership/APA Accreditation fees	\$7,446
Conference Fees and Travel	\$8,214
Consultant Fees	\$4,000
Intern Professional Development	\$1,500
Overhead	\$8,080

Total Expenses	\$155,526
Revenue Categories*	Amount
Hogg Foundation	\$115,921
Meadows Foundation	\$34,338
Travis County Juvenile Probation Department	\$5,267
Total Revenues	\$155,526
	Fiscal Year 2015 (9/1/2014- 8/31/2015)
Expense Categories	Amount
Intern Stipends and Benefits	\$129,170
APPIC Membership/APA Accreditation fees	\$7,446
Conference Fees and Travel	\$6,198
Intern Professional Development	\$2,000
Overhead	\$2,000
Total Expenses	\$146,814
Revenue Categories*	Amount
Hogg Foundation	\$105,822
Meadows Foundation	\$28,748
Travis County Juvenile Probation Department	\$12,244
Total Revenues	\$146,814

10. List All Entities Asked to Give Financial Support for the Proposed Project:

TCJPD and the Hogg Foundation for Mental Health have made commitments to this program for the following amounts.

Hogg Foundation for Mental Health

- September 2011 – August 2012: \$48,405
- September 2012 – August 2013: \$119,639

- September 2013 – August 2014: \$115,921
- September 2014 – August 2015: \$105,822
- September 2015 – August 2016: \$74,946

TCJPD

- September 2011 – August 2012: \$936
- September 2012 – August 2013: \$2,722
- September 2013 – August 2014: \$5,297
- September 2014 – August 2015: \$12,244
- September 2014 – August 2015: \$78,610

11. Plans to Support the Project After the Grant Period:

This program began with a grant from the Hogg Foundation for Mental Health to fund 2 interns. Supplemental Meadows Foundation funds are requested for years 3 and 4 of this grant. These funds will enable TCJPD to fully establish its internship program; upon exhaustion of grant funding, Travis County Juvenile Probation Department plans seek internal and external funds to continue the program.

12. Plan to Evaluate the Project:

Ultimately, this program will be evaluated by recruitment and successful hiring of psychology interns, training of interns that is consistent with APPIC guidelines and APA standards, and APA accreditation (expected: 2015).

Recruitment of interns 2013 APPIC Match & Post – Match Vacancy Service

The department is registered with the National Matching Service (NMS), the organization through which potential interns are matched with internship sites. The department is operating in accordance with the guidelines of APPIC and NMS and will follow the timelines set by these organizations as it moves through the process of recruiting interns for the 2013-2014 training year.

Apply for APA accreditation by June 1, 2014; approved for site visit by December 1, 2014; and site visit completed in spring of 2015

Internship programs that are seeking accreditation by the American Psychological Association cannot apply for accreditation until after their first internship class has completed training. Therefore, the earliest the department could submit its application and self-study is fall of 2013.

The department is working with a consultant to help prepare its self-study and to ensure that the internship program is operating in accordance with APA guidelines and standards. It is the department’s goal to apply for APA accreditation by June 1, 2014. This timeline will allow for collection of data required by APA regarding the first internship class’s training experience as well as a thorough review of the self-study by all necessary parties. It is anticipated that the APA site visit will occur no later than spring 2015.

13. Please email the grant application and additional documentation to grants3003@mfi.org or mail to:

**Grants Administration Department
The Meadows Foundation
3003 Swiss Avenue
Dallas, Texas 75204-6090**

214-826-9431, (1-800-826-9431 outside the Dallas area)

214-827-7042 (fax)

www.mfi.org

Attachment A:

This grant application will be submitted electronically. Attachment A will be full CAFRs from FY09-FY11. These documents are each 270 pages; only the pages toward which the grant application directs reviewers are attached as hard copies in this review packet.

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget Positive (Negative)
<u>Voter Registration</u>			
Revenues:			
Intergovernmental	\$ 115,352	\$ 166,329	\$ 50,977
Total revenues	<u>115,352</u>	<u>166,329</u>	<u>50,977</u>
Expenditures:			
Current:			
General government	157,002	133,722	23,280
Capital outlay	<u>14,484</u>	<u>12,051</u>	<u>2,433</u>
Total expenditures	<u>171,486</u>	<u>145,773</u>	<u>25,713</u>
Excess (deficiency) of revenues over expenditures	<u>(56,134)</u>	<u>20,556</u>	<u>76,690</u>
Other financing sources (uses):			
Transfers in	15,782	15,782	-
Transfers out	<u>(15,782)</u>	<u>-</u>	<u>15,782</u>
Total other financing sources (uses)	<u>-</u>	<u>15,782</u>	<u>15,782</u>
Net change in fund balance	(56,134)	36,338	92,472
Fund balance - beginning of year	<u>75,657</u>	<u>75,657</u>	<u>-</u>
Fund balance - end of year	<u>\$ 19,523</u>	<u>\$ 111,995</u>	<u>\$ 92,472</u>
<u>Juvenile Fee</u>			
Revenues:			
Charges for services	\$ 19,000	\$ 11,473	\$ (7,527)
Investment income	<u>9,000</u>	<u>12,259</u>	<u>3,259</u>
Total revenues	<u>28,000</u>	<u>23,732</u>	<u>(4,268)</u>
Expenditures:			
Current:			
Justice system	<u>370,719</u>	<u>631</u>	<u>370,088</u>
Total expenditures	<u>370,719</u>	<u>631</u>	<u>370,088</u>
Excess (deficiency) of revenues over expenditures	<u>(342,719)</u>	<u>23,101</u>	<u>365,820</u>
Net change in fund balance	(342,719)	23,101	365,820
Fund balance - beginning of year	<u>342,719</u>	<u>342,719</u>	<u>-</u>
Fund balance - end of year	<u>\$ -</u>	<u>\$ 365,820</u>	<u>\$ 365,820</u>

(continued)

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget Positive (Negative)
<u>Court Reporter Service</u>			
Revenues:			
Charges for services	\$ 350,000	\$ 361,054	\$ 11,054
Investment income	4,500	5,088	588
Total revenues	<u>354,500</u>	<u>366,142</u>	<u>11,642</u>
Expenditures:			
Current:			
Justice system	417,373	401,925	15,448
Total expenditures	<u>417,373</u>	<u>401,925</u>	<u>15,448</u>
Excess (deficiency) of revenues over expenditures	<u>(62,873)</u>	<u>(35,783)</u>	<u>27,090</u>
Net change in fund balance	(62,873)	(35,783)	27,090
Fund balance - beginning of year	<u>151,868</u>	<u>151,868</u>	<u>-</u>
Fund balance - end of year	<u>\$ 88,995</u>	<u>\$ 116,085</u>	<u>\$ 27,090</u>

Juvenile Deferred Prosecution

Revenues:			
Charges for services	\$ 6,500	\$ 5,770	\$ (730)
Investment income	1,000	1,978	978
Total revenues	<u>7,500</u>	<u>7,748</u>	<u>248</u>
Expenditures:			
Current:			
Justice system	59,789	-	59,789
Total expenditures	<u>59,789</u>	<u>-</u>	<u>59,789</u>
Excess (deficiency) of revenues over expenditures	<u>(52,289)</u>	<u>7,748</u>	<u>60,037</u>
Net change in fund balance	(52,289)	7,748	60,037
Fund balance - beginning of year	<u>52,645</u>	<u>52,645</u>	<u>-</u>
Fund balance - end of year	<u>\$ 356</u>	<u>\$ 60,393</u>	<u>\$ 60,037</u>

(continued)

	<u>Budgeted Amounts Final</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget Positive (Negative)</u>
<u>Voter Registration</u>			
Revenues:			
Intergovernmental	\$ 175,021	\$ 113,921	\$ (61,100)
Total revenues	<u>175,021</u>	<u>113,921</u>	<u>(61,100)</u>
Expenditures:			
Current:			
General government	175,743	128,112	47,631
Capital outlay	<u>7,256</u>	<u>6,554</u>	<u>702</u>
Total expenditures	<u>182,999</u>	<u>134,666</u>	<u>48,333</u>
Excess (deficiency) of revenues over expenditures	<u>(7,978)</u>	<u>(20,745)</u>	<u>(12,767)</u>
Net change in fund balance	(7,978)	(20,745)	(12,767)
Fund balance - beginning of year	<u>111,995</u>	<u>111,995</u>	<u>-</u>
Fund balance - end of year	<u>\$ 104,017</u>	<u>\$ 91,250</u>	<u>\$ (12,767)</u>

Juvenile Fee

Revenues:			
Charges for services	\$ 12,000	\$ 9,135	\$ (2,865)
Investment income	<u>6,606</u>	<u>1,747</u>	<u>(4,859)</u>
Total revenues	<u>18,606</u>	<u>10,882</u>	<u>(7,724)</u>

Expenditures:

Current:			
Justice system	<u>383,703</u>	<u>-</u>	<u>383,703</u>
Total expenditures	<u>383,703</u>	<u>-</u>	<u>383,703</u>
Excess (deficiency) of revenues over expenditures	<u>(365,097)</u>	<u>10,882</u>	<u>375,979</u>
Net change in fund balance	(365,097)	10,882	375,979
Fund balance - beginning of year	<u>365,820</u>	<u>365,820</u>	<u>-</u>
Fund balance - end of year	<u>\$ 723</u>	<u>\$ 376,702</u>	<u>\$ 375,979</u>

(continued)

	<u>Budgeted Amounts Final</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget Positive (Negative)</u>
<u>Court Reporter Service</u>			
Revenues:			
Charges for services	\$ 348,000	\$ 378,023	\$ 30,023
Investment income	4,176	630	(3,546)
Total revenues	<u>352,176</u>	<u>378,653</u>	<u>26,477</u>
Expenditures:			
Current:			
Justice system	<u>419,775</u>	<u>403,393</u>	<u>16,382</u>
Total expenditures	<u>419,775</u>	<u>403,393</u>	<u>16,382</u>
Excess (deficiency) of revenues over expenditures	<u>(67,599)</u>	<u>(24,740)</u>	<u>42,859</u>
Net change in fund balance	(67,599)	(24,740)	42,859
Fund balance - beginning of year	<u>116,085</u>	<u>116,085</u>	<u>-</u>
Fund balance - end of year	<u>\$ 48,486</u>	<u>\$ 91,345</u>	<u>\$ 42,859</u>
<u>Juvenile Deferred Prosecution</u>			
Revenues:			
Charges for services	\$ 5,000	\$ 7,105	\$ 2,105
Investment income	831	283	(548)
Total revenues	<u>5,831</u>	<u>7,388</u>	<u>1,557</u>
Expenditures:			
Current:			
Justice system	<u>65,876</u>	<u>-</u>	<u>65,876</u>
Total expenditures	<u>65,876</u>	<u>-</u>	<u>65,876</u>
Excess (deficiency) of revenues over expenditures	<u>(60,045)</u>	<u>7,388</u>	<u>67,433</u>
Net change in fund balance	(60,045)	7,388	67,433
Fund balance - beginning of year	<u>60,393</u>	<u>60,393</u>	<u>-</u>
Fund balance - end of year	<u>\$ 348</u>	<u>\$ 67,781</u>	<u>\$ 67,433</u>

(continued)

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	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget Positive (Negative)
<u>Voter Registration</u>			
Revenues:			
Intergovernmental	\$ 244,060	\$ 112,662	\$ (131,398)
Total revenues	<u>244,060</u>	<u>112,662</u>	<u>(131,398)</u>
Expenditures:			
Current:			
General government	140,165	81,005	59,160
Total expenditures	<u>140,165</u>	<u>81,005</u>	<u>59,160</u>
Excess (deficiency) of revenues over expenditures	<u>103,895</u>	<u>31,657</u>	<u>(72,238)</u>
Net change in fund balance	103,895	31,657	(72,238)
Fund balance - beginning of year	<u>91,250</u>	<u>91,250</u>	<u>-</u>
Fund balance - end of year	<u>\$ 195,145</u>	<u>\$ 122,907</u>	<u>\$ (72,238)</u>

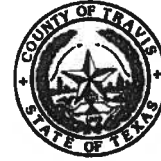
Juvenile Fee

Revenues:			
Charges for services	\$ 7,500	\$ 4,911	\$ (2,589)
Investment income	1,650	2,803	1,153
Total revenues	<u>9,150</u>	<u>7,714</u>	<u>(1,436)</u>
Expenditures:			
Current:			
Justice system	385,690	-	385,690
Total expenditures	<u>385,690</u>	<u>-</u>	<u>385,690</u>
Excess (deficiency) of revenues over expenditures	<u>(376,540)</u>	<u>7,714</u>	<u>384,254</u>
Net change in fund balance	(376,540)	7,714	384,254
Fund balance - beginning of year	<u>376,702</u>	<u>376,702</u>	<u>-</u>
Fund balance - end of year	<u>\$ 162</u>	<u>\$ 384,416</u>	<u>\$ 384,254</u> (continued)

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget Positive (Negative)
<u>Court Reporter Service</u>			
Revenues:			
Charges for services	\$ 366,000	\$ 367,397	\$ 1,397
Investment income	890	1,534	644
Total revenues	<u>366,890</u>	<u>368,931</u>	<u>2,041</u>
Expenditures:			
Current:			
Justice system	431,026	429,021	2,005
Total expenditures	<u>431,026</u>	<u>429,021</u>	<u>2,005</u>
Excess (deficiency) of revenues over expenditures	<u>(64,136)</u>	<u>(60,090)</u>	<u>4,046</u>
Net change in fund balance	(64,136)	(60,090)	4,046
Fund balance - beginning of year	<u>91,345</u>	<u>91,345</u>	<u>-</u>
Fund balance - end of year	<u>\$ 27,209</u>	<u>\$ 31,255</u>	<u>\$ 4,046</u>
<u>Juvenile Deferred Prosecution</u>			
Revenues:			
Charges for services	\$ 7,000	\$ 7,640	\$ 640
Investment income	239	425	186
Total revenues	<u>7,239</u>	<u>8,065</u>	<u>826</u>
Expenditures:			
Current:			
Justice system	74,951	-	74,951
Total expenditures	<u>74,951</u>	<u>-</u>	<u>74,951</u>
Excess (deficiency) of revenues over expenditures	<u>(67,712)</u>	<u>8,065</u>	<u>75,777</u>
Net change in fund balance	(67,712)	8,065	75,777
Fund balance - beginning of year	<u>67,781</u>	<u>67,781</u>	<u>-</u>
Fund balance - end of year	<u>\$ 69</u>	<u>\$ 75,846</u>	<u>\$ 75,777</u>

(continued)

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS



700 Lavaca, Ste. 1560
P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Maya Duff, Juvenile Probation Department
FROM: Aerin-Renee Toussaint, Budget Analyst
DATE: November 2, 2012
RE: Grant Budget information

The Planning and Budget Office is still in the process of publishing the FY 13 Adopted Budget.

I understand that you are applying for a grant that requires the Current Operating budget.

Since the final public document is not yet prepared, I've attached the appropriate pages from the FY 13 Proposed Budget (which contains the same numbers as the Adopted Budget), a comparable page from the FY 12 Adopted Budget, and a sheet with the Adopted Budgets history from FY 10-13.

Adopted Budgets FY 10-13

	FY 10	FY 11	FY 12	FY 13	Diff FY 13-12
Personnel	\$26,538,166	\$28,571,943	\$28,653,195	\$30,308,096	\$1,654,901
Operating	\$4,493,902	\$4,449,148	\$5,090,319	\$5,316,009	\$225,690
CAR (Capital)	\$817,000	\$187,933	\$232,933	\$294,618	\$61,685
Fund Total	\$31,849,068	\$33,209,024	\$33,976,447	\$35,918,723	\$1,942,276

Travis County

FY 2013 Proposed Budget

Fund #	Funds Center #	Comm. Item #	Commitment Item Description	FY 2011 Actual Expenditures	FY 2012 Actual Expenditures	FY 2013 Proposed Budget
JvP Dom Rel Off Legal Svcs-GF Total				0	247,065	0
JvP CAR-JuvSvs GF						
Operating						
0001	1458000001	510230	Ofc Sup/Eqp-CO	0	1,157	0
0001	1458000001	510260	Safety Sup&Eqp	0	0	211,725
0001	1458000001	510310	Software	0	4,580	0
0001	1458000001	511530	Bldg Reprs&Mnt	103,568	154,101	82,893
0001	1458000001	520110	CapOut-InstitutnlEqp	31,860	0	0
Operating Total				135,428	159,838	294,618
JvP CAR-JuvSvs GF Total				135,428	159,838	294,618
Juvenile Probation Total				31,786,169	30,437,455	35,918,723

Emergency Services

Emrg Svcs Tech and Comm-GF

Personnel

0001	1470010001	500010	Sal-Elctd/Apptd Ofcl	130,302	0	0
0001	1470010001	500050	Sal-Reg Emp	267,449	76,805	83,788
0001	1470010001	503010	Longvty Pay-All Emps	2,856	0	0
0001	1470010001	505011	Comp Abs	4,140	0	0
0001	1470010001	506010	FICA Tax-OASDI	22,890	4,581	5,195
0001	1470010001	506020	FICA Tax-Mdcr	5,858	1,071	1,215
0001	1470010001	506030	Med Ins Benefit	33,304	5,918	6,755
0001	1470010001	506040	Life Ins Benefit	435	91	99
0001	1470010001	506050	Retmnt Contribution	46,751	9,323	10,800
0001	1470010001	506060	Workers Comp	784	150	163

Personnel Total

514,569 97,939 108,015

Operating

0001	1470010001	510060	Comm Sup&Eqp	43,663	47,952	33,419
0001	1470010001	510070	CmpEqp & Peripherals	0	60	0
0001	1470010001	510100	Electrical Sup&Eqp	0	99	0
0001	1470010001	510200	Ofc Eqp	0	139	0
0001	1470010001	510220	Ofc Sup	0	15	0
0001	1470010001	510230	Ofc Sup/Eqp-CO	8,333	2,129	0
0001	1470010001	510310	Software	1,098	0	150
0001	1470010001	511270	Notary Sv	102	0	0
0001	1470010001	511530	Bldg Reprs&Mnt	1,619,445	1,569,062	1,849,686
0001	1470010001	511570	RadiosTVCommReprsMnt	59,843	56,239	88,277
0001	1470010001	511620	Oth Eqp Reprs&Mnt	952,850	1,013,492	1,013,492
0001	1470010001	511670	Rent-Oth Mach & Eqp	92	175	150
0001	1470010001	511700	Cell(Air) Time Usage	2,067	121	1,032
0001	1470010001	511710	Cell Allowance	1,050	0	360
0001	1470010001	511720	Long distance	0	0	15
0001	1470010001	511971	Oth Pur Sv-CO	2,879	0	0
0001	1470010001	512040	Pf Membership	100	0	275
0001	1470010001	512050	Rg Confs/Sems	1,150	630	695
0001	1470010001	512090	Travel-Lodging Meals	1,577	513	1,080
0001	1470010001	512100	Travel-Mileage	3,360	853	1,534

Operating Total

2,697,609 2,691,479 2,990,165

Emrg Svcs Tech and Comm-GF Total

3,212,178 2,789,418 3,098,180

Emrg Svcs Fire Marshal-GF

Personnel

0001	1470020001	500050	Sal-Reg Emp	431,073	419,515	443,538
0001	1470020001	500060	Sal-Term Pay Reg Emp	0	6,503	0

Adopted Budgets FY 09-12

	FY 09	FY 10	FY 11	FY 12	Diff FY 12-11
Personnel	\$26,300,290	\$26,538,166	\$28,571,943	\$28,653,195	\$81,252
Operating	\$4,630,933	\$4,493,902	\$4,449,148	\$5,090,319	\$641,171
CAR	\$663,000	\$817,000	\$187,933	\$232,933	\$45,000
Total	\$31,594,223	\$31,849,068	\$33,209,024	\$33,976,447	\$767,423
FTE	435.50	433.50	457.50	457.50	0.00

FY 12 Budget Issues

The FY 12 Adopted Budget for the Department includes an increase of \$767,423 which is a 2.3% increase over the FY 11 Adopted Budget.

Highlights of a \$81,252 increase in personnel expense include:

- An increase of \$127,629 for changes in the County’s life insurance and retirement contributions for departmental FTE to maintain the same benefit level;
- A net increase of \$51,614 for adjustments to the department’s hospitalization budget based on actuarial determined cost of healthcare based on the coverage selected by employees during open enrollment;
- A decrease of \$89,683 from a reallocation from personnel to operating budget within the department’s FY 12 budget submission; and
- A decrease of \$8,308 for the removal of one-time salary expenses awarded in FY 11.

Highlights of a \$641,171 increase in operating expense include:

- An increase of \$551,488 to restore temporary reductions related to the plan to mitigate the impact of the reduction of Title IV-E resources. This action is part of a multi-year plan; and
- An increase \$89,683 from a reallocation from personnel to operating budget within the department’s FY 12 budget submission.

In addition, the FY 12 Adopted Budget continues a \$250,000 Juvenile Justice Reserve to provide the Juvenile Probation department resources to address some of the challenges from the unsettled issues within the State’s Juvenile Justice System. The reserve was first established in the FY 10 and has remained unspent. Since it still may be needed it has been continued for FY 12.

FY 12 Capital

The FY 12 Adopted Budget contains \$232,933 budgeted directly in the department consisting of \$30,700 rebudgeted for the repair of metal frame windows and one exterior stairwell at the Gardner-Betts Facility, \$26,000 rebudgeted for the replacement of five institutional dormitory doors, \$24,420 rebudgeted for purchase of a point of service database for food service and \$9,813 for parking lot asphalt repairs. New resources consist of \$60,000 for compressor replacement, \$32,400 for HVAC unit replacement, \$26,000 for unit door replacement, and \$23,600 for mandated fire safety modifications.



**TRAVIS COUNTY
FY 13 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 type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	HHSVS / FSS	
Contact Person/Title:	Lisa Sindermann / Financial Analyst Lead	
Phone Number:	854-4594	

Grant Title:	Comprehensive Energy Assistance Program (CEAP)		
Grant Period:	From: <input type="text" value="Jan 1, 2012"/>	To: <input type="text" value="Dec 31, 2012"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Texas Department of Housing & Community Affairs		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	U. S. Department of Health and Human Services		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 309,061	\$ 0	\$ 0	\$ 0	\$ 309,061
Operating:	\$ 4,237,111	\$ 0	\$ 0	\$ 0	\$ 4,237,111
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 4,546,172	\$ 0	\$ 0	\$ 0	\$ 4,546,172
FTEs:	4.00	0.00	0.00	0.00	4.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 0	\$ 0	\$ 0	0.00	

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

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
Applicable Departmental Measures					
1.	Number of Households receiving utility assistance	28,358	15,000	15,000	15,000
2.					
3.					
Measures for the Grant					
1.	Number of Households receiving utility assistance through the three grant components, Household Crisis, Co-Pay and Elderly/Disabled	5,003	5,128	5,128	5,128
Outcome Impact Description		Utility assistance provided by this program is to address a household crisis situation regarding energy bills; provide copayment or multiple term energy payments for the household in order to achieve energy self-sufficiency			
2.					
Outcome Impact Description					
3.					
Outcome Impact Description					

PBO Recommendation:

This contract amendment moves funds within the approved grant contract to the budget category of "direct services." This will result in an additional 276 households in Travis County receiving energy utility assistance through the end of this fiscal year. PBO recommends approval of this contract amendment.

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 one?

The program assists low-income households with heating and cooling energy utility assistance and this amendment 2 should assist an additional 276 households within Travis County more than amendment 1. This amendment is the approval of a budget adjustment request that HHSVS processed moving the budgeted amount for the Assurance 16 category into the Direct Services categories to assist in fully expending the program award.

The program funding helps in assisting low-income families and individuals meet the goal of energy self-sufficiency. Program guidelines allow households to seek utility assistance to address a crisis situation relating to household energy bills or the household's situation may need a copayment or multiple payment term to achieve energy self-sufficiency.

The department also utilizes funding from this CEAP program for providing clients with case management services to address other household issues other than those encompassing energy needs.

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

No additional funds are required.

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

There is no County match required and no commitment by the Court to fund services if funds are discontinued.

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

This grant's funding source (Texas Department of Housing and Community Affairs) only allows for reimbursement costs related to salaries of current and/or temporary staff performing allowable functions associated with case management, administrative and direct services support (outreach). There is no indirect cost allocation.

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

Yes

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

N/A

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

Travis County Health and Human Services & Veterans Service Family Support Services division staff performs client eligibility interviews with clients seeking assistance provided by this program and the other programs available through the department. These CEAP grant funds provide household utility assistance through the three utility assistance program components.

The CEAP program funding represents the department's largest program source for utility assistance. Funding made available from this program has a dramatic impact on the number of requests that can be met by the department for utility assistance from Travis County residents.



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

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

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

DATE: November 14, 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: Acceptance of 2012 Comprehensive Energy Assistance Program (CEAP)
Grant Contract Amendment 2

Proposed Motion: Consider and take appropriate action to approve the contract amendment 2 with Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program Grant for 2012.

Summary and Staff Recommendation: Staff requests the acceptance of this contract amendment 2 from the Texas Department of Housing and Community Affairs. This amendment approves the requested budget adjustment that HHSVS processed transferring the anticipated unspent funds from the Assurance 16 budget category to the Direct Services categories. With this change, there will be assistance for an additional 276 households to be served using this program funding. The budget adjustment was processed to assist in fully expending the program award

These CEAP grant funds are used to respond to increased requests for utility assistance from County residents who have a household income level at or below 125% of the current Federal Poverty Income Guidelines and who are unable to meet their household energy needs.

Budgetary and Fiscal Impact: We are able to use the CEAP funds for direct services, administration, and outreach services. The funds for administration and direct services support are budgeted in the corresponding salary and benefits GL accounts with specific IO numbers. The direct services will be budgeted in the utility assistance GL

account with corresponding IO numbers. No matching funds are required. The contract period is 01/01/12 through 12/31/12.

Issues and Opportunities: We utilize CEAP funds for direct service assistance, administrative costs, and direct services support or outreach. The Health and Human Services & Veterans Service department has provided the CEAP program and its great value to the community for the past seventeen years. The department coordinates its efforts with community resources such as faith-based organizations and other local agencies providing services to low-income residents of Travis County to ensure residents will attain the assistance they are seeking.

Within the present program year, we were able to assist more than 1,929 households within Travis County. The operation of this grant allows our department the ability to provide assistance to clients who are experiencing an energy-related hardship, and provide case management services to clients utilizing the co-payment and in some instances the elderly/disabled components. The aim of such services, to assist clients in obtaining energy self-sufficiency, is consistent with the goal of the Travis County Health and Human Services and Veterans Service department.

It should be noted that this is the seventeenth year that the CEAP contract has been electronically made available to Travis County. Therefore, in addition to the Commissioners Court authorizing Judge Biscoe to sign the hard copy of the contract amendment, it is also necessary for the Judge to authorize the County Purchasing Agent to sign off on the electronically transmitted contract.

cc: Leslie Browder, County Executive, Planning and Budget Office
Diana Ramirez, Budget Analyst Sr., Planning and Budget Office
Nicki Riley, CPA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Michelle Gable, Auditor Analyst II, County Auditors Office
Cyd Grimes, C.P.M., CPPO, Travis County Purchasing Agent
Scott Worthington, Travis County Purchasing Office
Mary Etta Gerhardt, Assistant County Attorney
Jim Lehrman, Social Services Director, Family Support Services

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 58120001374 FOR THE
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)
AMENDMENT NUMBER: 2

SECTION 1.

This Amendment Number 2 to CEAP Contract No.58120001374 is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas (hereinafter the "Department") and Travis County , a political subdivision of the State of Texas (the "Subrecipient"), (hereinafter, collectively the "Parties").

SECTION 2.

Subrecipient and Department executed that certain CEAP Contract No. 58120001374 ("Contract") to be effective on 10/18/2012

SECTION 3.

Under the authority described in Section 8 of the Contract and for valuable consideration, the receipt and sufficiency which are hereby acknowledged, the Parties hereby agree to [further] amend the Contract in the manner provided herein below:

1. Exhibit A, BUDGET, to the Contract is amended by replacing in its entirety with the amended Exhibit A, BUDGET, attach hereto (consisting of two (2) pages).

SECTION 4.

The Parties hereto agree that all other terms of the Contract shall be and remain in full force and effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this Second Amendment. In the event this Second Amendment and the terms of the Contract [as amended by the Second Amendment] are in conflict, this Second Amendment shall govern, unless it would make the Contract void by law.

SECTION 5.

Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

SECTION 6.

This Second Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on Parties, notwithstanding that all the Parties shall not have signed the same counterpart.

SECTION 7.

If any of the Parties returns this copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission to be its original signature.

SECTION 8.

By signing this Second Amendment, the Parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 58120001374 FOR THE FY 2012
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)
EXHIBIT A BUDGET
Travis County, a political subdivision of the State of Texas

DEPARTMENT FINANCIAL OBLIGATIONS

 \$ 4,546,172.00 CEAP FUNDS CURRENTLY AVAILABLE
 \$ 1,200.00 TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	\$ 284,061.00	-
Assurance 16	\$ 0.00	-
Direct Services	\$ 4,260,911.00	-
TOTAL CEAP BUDGET	\$ 4,544,972.00	-

BUDGET CATEGORY	FUNDS	%
Household Crisis	\$ 1,823,270.00	42.79
Co-payment	\$ 89,000.00	2.09
Elderly and Disabled	\$ 2,323,641.00	54.53
Direct Service Support	\$ 25,000.00	0.59
TOTAL DIRECT SERVICES	\$ 4,260,911.00	100.00

Subrecipient's service area consists of the following Texas counties:

TRAVIS

Administrative costs, salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 6.00% of the contract expenditures, excluding Training/Travel costs.

Assurance 16 Activities costs are limited to 5.00% of the contract expenditures excluding Training and Travel costs. Direct Services Support costs are limited to 5.00% of total Direct Services expenditures.

Expenditures for Elderly/Disabled must be at least 10% of Direct Service Dollars expended. Household Crisis and Co-Payment Percentage will be established by Subrecipient. Direct Services Support (may not exceed 5% of Direct Services dollars expended).

Department's prior written approval for purchase or lease of equipment with an acquisition cost of \$5,000 and over is required. Approval of this budget does not constitute prior approval for such purchases..

Funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility.

Subrecipient is limited to only one budget revision request during the first 6 months of the Contract Period. A second and final budget revision must be received by the Department on or before November 16, 2012.

Subrecipient shall provide outreach services under all components in this category. Failure to do so may result in contract termination. Subrecipient must document outreach, whether the outreach is conducted with "Direct Service Support" funds or other funds.



**TRAVIS COUNTY
FY 13 GRANT SUMMARY SHEET**

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input checked="" 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/Food Services	
Contact Person/Title:	Maya Duff	
Phone Number:	512-854-7046	

Grant Title:	The National School Lunch/Breakfast Program and USDA School Commodities Program		
Grant Period:	From: <input type="text" value="Jul 1, 2012"/>	To: <input type="text" value="Jun 30, 2013"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Texas Department of Agriculture		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	United States Department of Agriculture		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 217,219	\$ 0	\$ 0	\$ 0	\$ 217,219
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 217,219	\$ 0	\$ 0	\$ 0	\$ 217,219
FTEs:	0.00	0.00	0.00	0.00	0.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	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					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ - Applicable Departmental Measures					
1.	Average daily population for program	121	129	132	n/a
2.					
3.					
+ - Measures for the Grant					
1.	Number of children enrolled in program	1,156	1,050	1,154	n/a
Outcome Impact Description		The number of youth determines lunch and breakfast meals to be reimbursed by the Texas Department of Agriculture. This figure has not yet been projected for FY14.			
2.	Number of Operating Days this Year	365	366	365	365
Outcome Impact Description		Meals are served every day of the calendar year; the additional day in 2012 accounts for Leap Year.			
3.					
Outcome Impact Description					

PBO Recommendation:

The Juvenile Probation Department is requesting Commissioners Court ratification of a change to the annual contract with the Texas Department of Agriculture for the USDA Commodity Program and the National School Lunch Program/School Breakfast Program. The grant was originally approved by Commissioners Court on September 4, 2012. The Department is adding a new authorized representative to the grant's Certificate of Authority form so that this individual can request school meal reimbursements. This action will allow the new food service manager to effectively carry out job duties.

PBO recommends approval of the request to update the form.

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

This is an ongoing grant to provide financial assistance to Travis County in providing school age children with nutritious meals. The County is reimbursed based on the number of meals served to qualified juveniles. The USDA commodities portion of the program (\$10,744) provides donated food items to the Juvenile Probation Department. The Breakfast Lunch program, which is a reimbursement program, is \$206,475.

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

The county is required to provide meals to juveniles held in detention and residential. This grant offsets food costs that would otherwise need to be funded by the County.

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

No county match is required.

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

The grant does not allow for indirect costs. The contract is strictly based on reimbursement for qualified meals served.

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

Providing meals to juveniles held in detention and residential will not stop if this contract ends. If the contract ended, the County would incur the full cost for each meal served.

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

N/A. This is not a new program.

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

This grant reduces the overall cost to the County to provide required meals to juveniles held in detention and residential.



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: Certificate of Authority Signature Form for the National School Lunch/Breakfast Program

DATE: November 13, 2012

The Commissioner's Court approved the FY13 funding for the National School Lunch/Breakfast Program on September 4, 2012. At the time of the award, the food service manager position was vacant. This position has typically been the representative to request reimbursement meals under the program. Deputy Chief Britt Canary has been the only representative listed on the Certificate of Authority form since the position has been vacant. The food service manager position has been filled by Declan O'Reilly and the department is requesting to add her as an authorized representative. The Texas Department of Agriculture requires the County Judge (as the contractual authority) to sign the updated Certificate of Authority authorizing Declan O'Reilly to request school meal reimbursements.

The purpose of this program is to offset the cost to the County for meals provided to juveniles held in detention or the Leadership Academy, a program of the Juvenile Probation Department. There is no County match associated with this program.

Please review the Certification of Authority and place it on the **December 4th** Commissioner's Court agenda for their consideration.

CC: Jim Connolly
Britt Canary
Rhett Perry
Lisa Eichelberger
Declan O'Reilly
Grant File



44

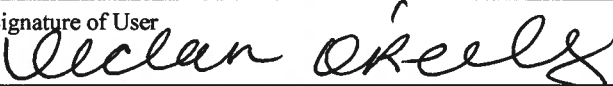


Texas Department of Agriculture
Certificate of Authority for External Users

FND-101

TODD STAPLES, COMMISSIONER

SECA	¹ CONTRACTING ENTITY (CE) NAME		
	Legal Name	DBA Name	
	Travis County Juvenile Probation Department	Travis County Juvenile - Gardner House	
	² CONTRACTING ENTITY (CE) IDENTIFIER		
CE ID	Check here if new applicant to programs	ESC Region	
01282	<input type="checkbox"/>	13	

SECTION B	TO ADD A NEW USER OR MODIFY AN EXISTING USER, COMPLETE THE FOLLOWING:																																			
	¹ USER INFORMATION																																			
	First Name	Middle Initial	Last Name																																	
	Declan	C	O'Reilly																																	
	Title	TX-UNPS User ID (if modifying an existing user)																																		
	Food Services Manager	doreilly10																																		
	Business E-mail (For new users, logon information will be emailed to this address.)	Business Phone	Extension																																	
	declan.oreilly@co.travis.tx.us	(512) 854 - 5669																																		
	Signature of User	Date (mm/dd/yy)																																		
		11-01-2012																																		
² REPRESENTATIVE TYPE (Must be participating in Program.)																																				
<table border="1"> <thead> <tr> <th>School Nutrition Programs (SNP) Groups</th> <th>Add</th> <th>Remove</th> </tr> </thead> <tbody> <tr> <td>SNP CE Admin</td> <td align="center"><input checked="" type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> </tr> <tr> <td>SNP CE Support</td> <td align="center"><input checked="" type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> </tr> <tr> <td>Food Service Management Company (FSMC) Representative</td> <td align="center"><input type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> </tr> <tr> <td>Education Service Center (ESC) Representative</td> <td align="center"><input checked="" type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> </tr> </tbody> </table>		School Nutrition Programs (SNP) Groups	Add	Remove	SNP CE Admin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	SNP CE Support	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Food Service Management Company (FSMC) Representative	<input type="checkbox"/>	<input type="checkbox"/>	Education Service Center (ESC) Representative	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<table border="1"> <thead> <tr> <th>Child and Adult Care Food Program (CACFP) Groups</th> <th>Add</th> <th>Remove</th> </tr> </thead> <tbody> <tr> <td>CACFP <u>Center</u> CE Admin</td> <td align="center"><input type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> </tr> <tr> <td>CACFP <u>Center</u> CE Support</td> <td align="center"><input type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> </tr> <tr> <td>CACFP <u>Day Care Home</u> (DCH) CE Admin</td> <td align="center"><input type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> </tr> <tr> <td>CACFP <u>Day Care Home</u> (DCH) CE Support</td> <td align="center"><input type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> </tr> <tr> <td>CACFP Read Only</td> <td align="center"><input type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> </tr> </tbody> </table>		Child and Adult Care Food Program (CACFP) Groups	Add	Remove	CACFP <u>Center</u> CE Admin	<input type="checkbox"/>	<input type="checkbox"/>	CACFP <u>Center</u> CE Support	<input type="checkbox"/>	<input type="checkbox"/>	CACFP <u>Day Care Home</u> (DCH) CE Admin	<input type="checkbox"/>	<input type="checkbox"/>	CACFP <u>Day Care Home</u> (DCH) CE Support	<input type="checkbox"/>	<input type="checkbox"/>	CACFP Read Only	<input type="checkbox"/>	<input type="checkbox"/>
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SEC C	TO REMOVE AN EXISTING USER, COMPLETE THE FOLLOWING:		
	¹ USER INFORMATION		
	First Name Rhoda	Middle Initial	Last Name Sween
TX-UNPS User ID (if known)			

This document becomes public record and is subject to disclosure. With few exceptions, you have the right to request and be informed about the information that the State of Texas collects about you. You are entitled to receive and review the information upon request. You also have the right to ask the state agency to correct any information that is determined to be incorrect. (Reference: Government Code, Sections 552.021, 552.023, and 559.004.)

SECTION D	¹ APPROVAL SIGNATURE (Only required if adding or removing a user, or if changing security groups.)	
	The representative designated above, and myself, acknowledge that each is individually authorized on behalf of the contracting organization to make written agreements with the Texas Department of Agriculture (TDA) to operate a food program, to sign documents or reports about the agreement and to present claims for reimbursement, when appropriate, to the agency.	
	By signing this document, we certify individually and collectively that to the best of our knowledge and belief, all documents submitted physically or electronically on behalf of the above named contracting organization pursuant to our participation in any and all programs administered by Food and Nutrition Division, TDA, are/will be true and correct in all respects, that they are/will be available to support any and all claims and that we will not submit claims (excluding amended/adjusted claims) for goods or services for which we have already received payment. We recognize that we are fully responsible for any excess amounts which may result from errors made in relation to the completion and submission of claims. We are also aware that deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.	
	We further understand that user IDs and passwords are specific to the individual and will not be shared.	
Name of Highest Contracting Entity Official (example: Superintendent, President of Board, etc.) (Print) Samuel T. Biscoe		
Signature of Highest Contracting Entity Official		Date (mm/dd/yy)

SECTION F	¹ TDA INTERNAL USE ONLY		
	<input type="checkbox"/> Approved	Signature – TDA F&N Representative	Date (mm/dd/yy)
	<input type="checkbox"/> Disapproved		
	User ID Created		Date (mm/dd/yy)
	User ID Deleted		Date (mm/dd/yy)
	User ID Updated	Date (mm/dd/yy)	

Please mail or fax this form to:
 Texas Department of Agriculture, Food and Nutrition Division,
 P.O. Box 12847
 Austin, TX 78711
 Fax No.: 888-203-6593

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Travis County Commissioners Court Agenda Request

Meeting Date: December 4, 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 \$1,140,771.38, for the period of November 16 to November 22, 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 \$1,140,771.38.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$1,140,771.38

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: December 4, 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: November 16, 2012 to November 22, 2012

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$1,140,771.38

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 \$1,140,771.38.

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
NOVEMBER 16, 2012 TO NOVEMBER 22, 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) (Bank of America)**
- 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: December 4, 2012
 TO: Nicki Riley, 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: November 16, 2012
 TO: November 22, 2012

REIMBURSEMENT REQUESTED: \$ 1,140,771.38

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,988,689.13
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: November 27, 2012	\$ (856,605.61)
Adjust to balance per UHC	\$ 8,687.86
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 1,140,771.38
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 1,140,771.38

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

All claims over \$25,000 (0 this week totaling \$0.00) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

Fifteen percent (15%) of all claims under \$25,000 (\$172,586.36) 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 \$250,000 stop loss limit. Claims that have exceeded the limit will be reimbursed by Sun Life. Reimbursements are posted as revenue and claims totals shown are gross of stop loss. Cumulative fiscal year stop loss reimbursements from Sun Life total \$545,771.91.

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

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

Diane Poirot 11/26/12
 Diane Poirot, Director, HRMD Date

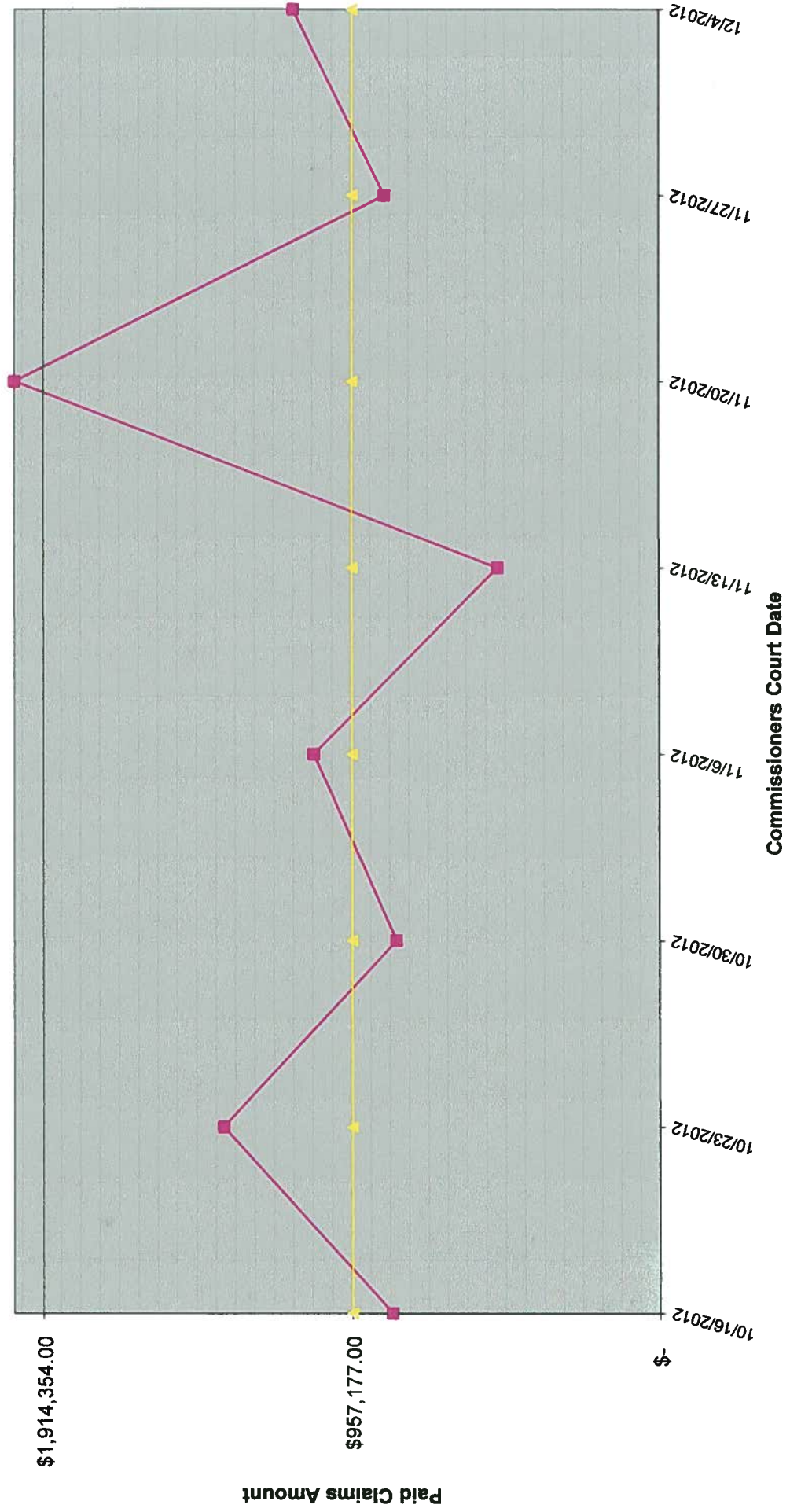
JR by Diane Poirot 11/27/12
 John Rabb, Benefits Manager Date

Shannon Steele 11/26/12
 Shannon Steele, Benefits Administrator Date

Norman McRee 11/26/12
 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
FY13 Paid Claims vs Weekly Claims Budget of \$957,177.23**



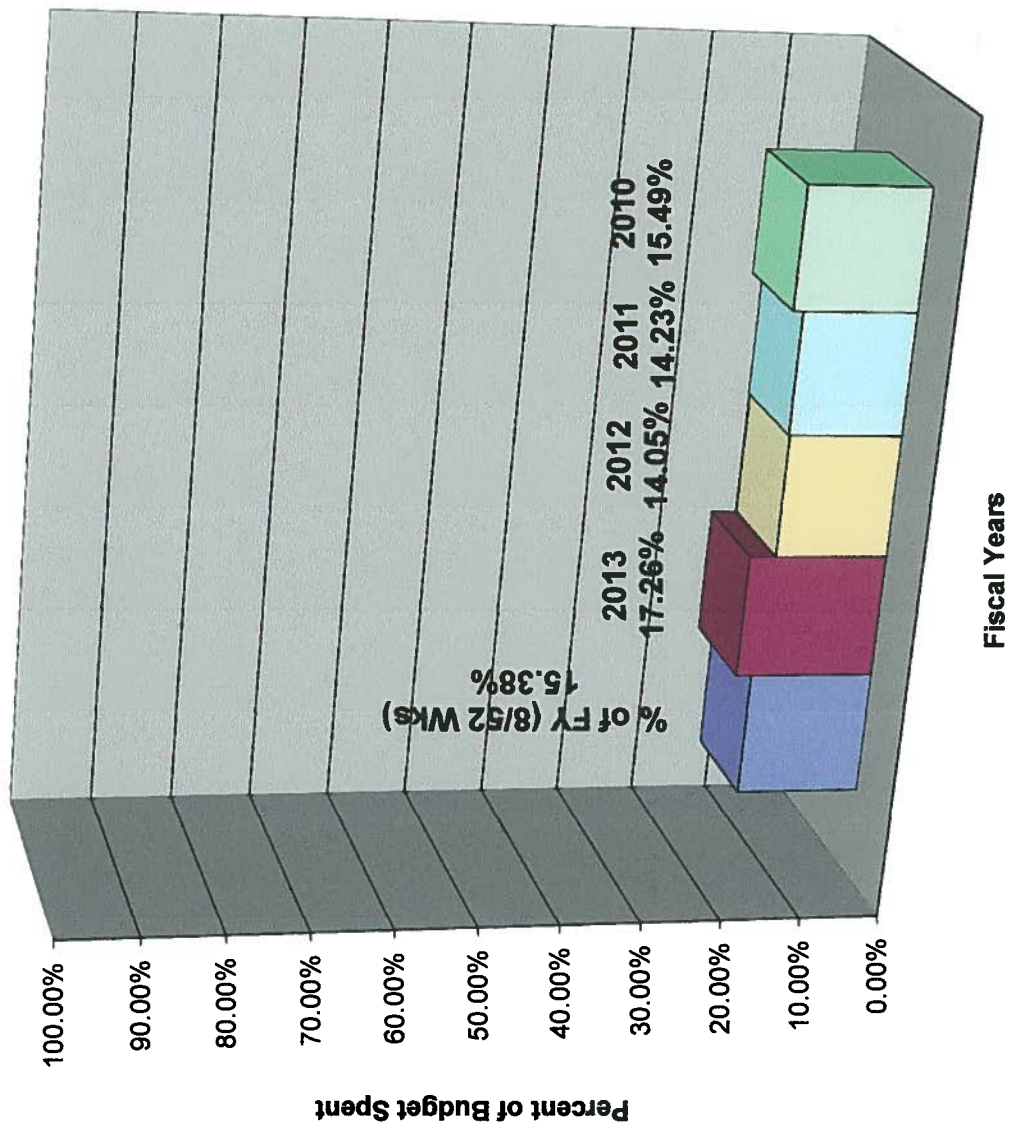
**Travis County Employee Benefit Plan
FY13 Weekly Paid Claims VS Weekly Budgeted Amount**

Wk	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2013 % of Budget Spent	FY 2012 % of Budget Spent
1	9/28/2012	10/4/2012	10/16/2012	\$ 833,295.36	\$ 957,177.23	2	\$ 264,210.15	1.67%	1.42%
2	10/5/2012	10/11/2012	10/23/2012	\$ 1,356,899.90	\$ 957,177.23	3	\$ 398,807.43	4.40%	3.40%
3	10/12/2012	10/18/2012	10/30/2012	\$ 819,640.44	\$ 957,177.23	2	\$ 116,768.50	6.05%	5.60%
4	10/19/2012	10/25/2012	11/6/2012	\$ 1,076,062.49	\$ 957,177.23	1	\$ 68,192.73	8.21%	6.54%
5	10/26/2012	11/1/2012	11/13/2012	\$ 503,241.86	\$ 957,177.23	0	\$ -	9.22%	7.69%
6	11/2/2012	11/8/2012	11/20/2012	\$ 2,004,819.80	\$ 957,177.23	4	\$ 832,945.50	13.25%	10.01%
7	11/9/2012	11/15/2012	11/27/2012	\$ 856,605.61	\$ 957,177.23	7	\$ 345,370.77	14.97%	11.71%
8	11/16/2012	11/22/2012	12/4/2012	\$ 1,140,771.38	\$ 957,177.23	0	\$ -	17.26%	14.05%
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Paid & Budgeted Claims to Date	\$ 8,591,336.84	\$ 7,657,417.85
Paid Claims less Total Weekly Budget		\$ 933,918.99

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 8**



Norman McRee

From: SIFS FAX@UHC.COM
Sent: Thursday, November 22, 2012 11:09 PM
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: 2012-11-23 **REQUEST AMOUNT:** \$1,988,689.13

CUSTOMER ID: 00000701254
CONTRACT NUMBER: 00701254 00709445
BANK ACCOUNT NUMBER: 385015850067 **ABA NUMBER:** 011900445
FUNDING **ADVICE FREQUENCY:** DAILY
FREQUENCY: FRIDAY **INITIATOR:** CUST **METHOD:** ACH **BASIS:** BALANCE

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2012-11-21	\$1,343,423.75
- REQUIRED BALANCE TO BE MAINTAINED:	\$2,668,041.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	\$1,324,617.25
+ CURRENT DAY NET CHARGE:	\$664,071.88
+ ISSUED CREDIT AMOUNT:	\$00.00
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	\$1,988,689.13

ACTIVITY FOR WORK DAY: 2012-11-16

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$53,202.72	\$00.00	\$53,202.72
5972	\$225.25-	\$00.00	\$225.25-

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2012_11_22

CONTR_NBR	PLN_ID	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	632	-\$225.53	A1	55176	AA	2	11/16/2012	200	11/23/2012	11/22/2012
701254	632	632	-\$241.45	PH	84235001	AA	4	6/20/2012	50	11/23/2012	11/22/2012
701254	632	632	-\$300.42	A1	103766	AA	2	11/16/2012	200	11/23/2012	11/22/2012
701254	632	632	-\$302.93	A1	93690	AA	2	11/16/2012	200	11/23/2012	11/22/2012
701254	632	632	-\$306.33	A1	20336	AA	2	11/16/2012	200	11/23/2012	11/22/2012
701254	632	632	-\$345.50	A1	73562	AA	2	11/16/2012	200	11/23/2012	11/22/2012
701254	632	632	-\$347.49	A1	24426	AA	2	11/16/2012	200	11/23/2012	11/22/2012
701254	632	632	-\$391.40	A1	94832	AA	2	11/16/2012	200	11/23/2012	11/22/2012
701254	632	632	-\$423.57	A1	93687	AA	2	11/16/2012	200	11/23/2012	11/22/2012
701254	632	632	-\$423.57	A1	20327	AA	2	11/16/2012	200	11/23/2012	11/22/2012
701254	632	632	-\$478.39	PH	72745623	AH	4	3/27/2012	50	11/21/2012	11/22/2012
701254	632	632	-\$520.97	A1	65679	AA	2	11/16/2012	200	11/23/2012	11/22/2012
701254	632	632	-\$681.89	A1	93691	AA	2	11/16/2012	200	11/23/2012	11/22/2012
701254	632	632	-\$718.27	A1	88088	AA	2	11/16/2012	200	11/23/2012	11/22/2012
701254	632	632	-\$780.78	A1	84825	AA	2	11/16/2012	200	11/23/2012	11/22/2012
701254	9999	9999	-\$891.30		99	1E+12	9999	0	4990	11/19/2012	11/22/2012
701254	632	632	-\$950.46	A1	52608	AA	2	11/16/2012	200	11/23/2012	11/22/2012
701254	632	632	-\$1,792.42	A1	52245	AA	2	11/16/2012	200	11/23/2012	11/22/2012
701254	632	632	-\$2,531.00	PH	63287562	AH	4	3/26/2012	50	11/20/2012	11/22/2012

1,140,771.38

Travis County Hospital and Insurance Fund - County Employees
UHC Payments Deemed Not Reimbursable

For the payment week ending: 11/22/2012

CONTR_#	TRANS_AMT	SRS	CHK_#	GRP	ACCT#	ISS_DATE	TRANS_CODE	TRANS_DATE
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Total: \$0.00

Travis County - Employee Health Benefits Fund (8956)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 11/22/2012

Type	EE/RR	Cost Center	G/L Account	Transaction Amount
CEPO	EE	1110068956	516010	\$ 159,653.10
	RR	1110068956	516110	\$ 19,291.06
			Total CEPO	\$ 178,944.16
EPO	EE	1110068956	516030	\$ 256,628.17
	RR	1110068956	516130	\$ 42,409.03
			Total EPO	\$ 299,037.20
PPO	EE	1110068956	516020	\$ 594,015.44
	RR	1110068956	516120	\$ 68,774.58
			Total PPO	\$ 662,790.02
			Grand Total	\$ 1,140,771.38



Travis County Commissioners Court Agenda Request

Meeting Date: 12/4/12

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

Elected/Appointed Official/Dept. Head: Leslie Browder, 854-9106

Commissioners Court Sponsor: Judge Samuel T. Biscoe

JB

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 – 6.

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

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials should be submitted as a pdf to the County Judge's office, agenda@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

December 4, 2012

ITEM # :

DATE: November 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 *LB*

FROM: Diane Poirot, Director, HRMD *DP*

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 6.

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
Juvenile Probation	54	Juvenile Probation Ofcr I**	15 / Level 2 / \$36,691.20	15 / Level 2 / \$36,691.20
Juvenile Probation	294	Juvenile Probation Ofcr I**	15 / Level 1 / \$35,651.20	15 / Level 1 / \$35,651.20
TNR	256	Park Maint Worker*	9 / Midpoint / \$28,245.57	9 / Midpoint / \$28,245.57
TNR	449	Road Maint Worker	10 / Level 3 / \$26,915.20	10 / Level 3 / \$26,915.20

* Temporary to Regular ** Actual vs Authorized

TEMPORARY APPOINTMENTS

Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
Constable 2	20002	Court Clerk I	13 / \$14.54	13 / \$14.54	02

**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).

CAREER LADDERS – POPS

Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	237	Cadet* / Grd 80	Corrections Ofcr* / Grd 81	\$38,919.50	\$44,368.27	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1386	Cadet* / Grd 80	Corrections Ofcr* / Grd 81	\$38,919.50	\$44,368.27	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1396	Cadet* / Grd 80	Corrections Ofcr* / Grd 81	\$38,919.50	\$44,368.27	Career Ladder. Peace Officer Pay Scale (POPS).

* Actual vs Authorized

CAREER LADDERS – POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	1422	Cadet* / Grd 80	Corrections Ofcr* / Grd 81	\$38,919.50	\$44,368.27	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1732	Cadet* / Grd 80	Corrections Ofcr* / Grd 81	\$38,919.50	\$44,368.27	Career Ladder. Peace Officer Pay Scale (POPS).
* Actual vs Authorized						

CAREER LADDERS – NON-POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Criminal Justice Planning	53	Attorney IV* / Grd 27	Attorney V* / Grd 28	\$77,956.53	\$85,361.00	Career Ladder. Pay is between min and midpoint of pay grade.
Juvenile Probation	92	Juvenile Rsdntl Trt Ofcr II* / Grd 14	Juvenile Rsdntl Trt Ofcr III / Grd 15	\$32,836.34	\$34,608.50	Career Ladder. Pay is at minimum of pay grade.
Juvenile Probation	416	Juvenile Detention Ofcr I* / Grd 13	Juvenile Detention Ofcr II* / Grd 14	\$33,200.75	\$34,860.79	Career Ladder. Pay is between min and midpoint of pay grade.
Juvenile Probation	580	Juvenile Detention Ofcr I* / Grd 13	Juvenile Detention Ofcr II* / Grd 14	\$30,238.83	\$32,345.46	Career Ladder. Pay is at minimum of pay grade.
Juvenile Probation	599	Juvenile Detention Ofcr I* / Grd 13	Juvenile Detention Ofcr II / Grd 14	\$31,248.46	\$32,810.88	Career Ladder. Pay is between min and midpoint of pay grade.
* Actual vs Authorized						

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS

Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Criminal Justice Planning	Slot 51 / Attorney IV* / Grd 27 / \$77,956.53	Criminal Justice Planning	Slot 53 / Attorney IV* / Grd 27 / \$77,956.53	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
District Clerk	Slot 31 / Court Clerk II / Grd 15 / \$35,996.25	District Clerk	Slot 31 / Court Clerk II / Grd 15 / \$39,595.91	Salary adjustment. Pay is between min and midpoint of pay grade.
HHS	Slot 51 / Case Worker / Grd 16 / \$42,447.81	HHS	Slot 302 / Case Worker / Grd 16 / \$42,447.81	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
JP Pct 2	Slot 60002 / Accounting Clerk / Grd 12 / \$28,262.42	JP Pct 2	Slot 60002 / Accounting Clerk / Grd 12 / \$30,262.42	Salary adjustment. Pay is between min and midpoint of pay grade.
Juvenile Probation	Slot 20 / Guardian Ad Litem I / Grd 17 / \$39,874.85	Juvenile Probation	Slot 31 / Guardian Ad Litem II / Grd 18 / \$42,382.08	Promotion. Pay is at minimum of pay grade.
Juvenile Probation	Slot 204 / Accountant Ld / Grd 21 / \$55,370.50	Juvenile Probation	Slot 204 / Accountant Ld / Grd 21 / \$60,907.55	Salary adjustment. Pay is between min and midpoint of pay grade.
Juvenile Probation	Slot 361 / Juvenile Case Work Mgr / Grd 20 / \$62,290.18	Juvenile Probation	Slot 21 / Training Education Coord Sr / Grd 20 / \$62,290.18	Lateral transfer. Employee transferred to different slot, different position, same department, same pay grade, retains current pay.
Juvenile Probation	Slot 565 / Business Analyst I / Grd 22 / \$56,726.38	Juvenile Probation	Slot 565 / Business Analyst I / Grd 22 / \$62,254.40	Salary adjustment. Pay is between min and midpoint of pay grade.
Sheriff	Slot 189 / Detective Law Enforcement / Grd 75 / \$83,682.98	Sheriff	Slot 1615 / Detective Law Enforcement / Grd 75 / \$83,682.98	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.

*** Actual vs Authorized**

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS

Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Sheriff	Slot 639 / Certf Peace Ofcr Sr / Grd 84 / \$61,097.71	Sheriff	Slot 122 / Sergeant Corrections / Grd 88 / \$83,010.10	Promotion. Peace Officer Pay Scale (POPS).
Sheriff	Slot 1615 / Detective Law Enforcement / Grd 75 / \$77,291.97	Sheriff	Slot 189 / Detective Law Enforcement / Grd 75 / \$77,291.97	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
TNR	Slot 507 / Park Maint Worker / Grd 9 / \$31,176.29	TNR	Slot 611 / Park Maint Worker / Grd 9 / \$31,176.29	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.

*** Actual vs Authorized**

THIS SECTION INTENTIONALLY LEFT BLANK.

AD HOC CLASSIFICATION CHANGE							
		Current			HRMD Recommends		
Dept.	Slot #	Auth Position Title / Position #	FLSA	Pay Grade	Position Title / Position #	FLSA	Pay Grade
Juv Prob	557	Chem Depedency Counselor Sr / 17076	NE	17	Counselor Sr /17170	NE	17
Department requests in order to meet departmental needs. PBO has confirmed funding available.							

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

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Karen L. Huber, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4

ITEM 9



Travis County Commissioners Court Agenda Request

Meeting Date: December 4, 2012

Prepared By/Phone Number: Pete Baldwin/974-0472

Elected/Appointed Official/Dept. Head: Danny Hobby, County Executive
Emergency Services

Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and Take Appropriate Action on the Mutual Agreements to Terminate the 1992 Mutual Aid Agreement between Travis County and the City of Creedmoor and the City of Sunset Valley.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: On August 21, 2012, the Commissioners Court approved a motion to terminate the 2006 Capital Area Planning Council of Governments (CAPCOG) Mutual Aid Agreement, an Interlocal Agreement for mutual aid with the Lower Colorado Authority and the mutual aid agreements signed between 1992 and 1994 with various cities and counties. Letters and a copy of the resolution have been sent to the participants in the CAPCOG Mutual Aid Agreement notifying them of Travis County's termination of participation in that agreement. These two Mutual Agreements have been returned for signature for the Mutual Termination of a mutual aid agreement signed in 1992 with the City of Creedmoor and the City of Sunset Valley. The reason for the original agenda item was that all the existing mutual aid agreements contained language that did not comply with existing law and caused considerable issues with requesting reimbursements under the Fire Mitigation Assistance Grants for the Labor Day Fires. It was recommended and approved to terminate the existing mutual aid agreements and respond or request assistance under the State Mutual Aid Plan. Staff expects more mutual termination agreements to follow over the next several weeks and months.

STAFF RECOMMENDATIONS: Emergency Services and the Office of Emergency Management recommend approval of the Mutual Agreements to terminate the 1992 Mutual Aid Agreement between Travis County and the City of Creedmoor and the City of Sunset Valley.

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

ISSUES AND OPPORTUNITIES: This is a continuation of our effort to move our mutual aid requests and responses under the State Mutual Aid Plan.

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS:

Barbara Wilson, County Attorney's Office

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.

Mutual Agreement to Terminate 1992 Mutual Aid Agreement

This Mutual Agreement is made by the following parties:

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

City of Sunset Valley, a Municipal Corporation political subdivision of the State of Texas ("City").

Recitals

In March, 1992, County and City entered into a Mutual Aid Agreement ("Agreement") consistent with Texas law at that time. Section 9.05 of the Agreement provides for Mutual Termination of the Agreement when both parties agree to the termination.

Since that time, Texas law has developed and changed significantly and an agreement is no longer necessary.

County and City believe that the type of assistance contemplated in the Agreement is better performed under the terms and conditions now stated in Texas Government Code, chapter 418, subchapter E. This subchapter addresses all of the aspects of assistance between local governments in the time of disasters.

Agreement

County and City agree that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds under that Agreement.

County and City agree that the Agreement is terminated effective October 1, 2012.

County and City agree that any further requests for assistance will be dealt with based on the provisions of Texas law in effect at the time of the disaster.

This document is executed in duplicate originals.

TRAVIS COUNTY, TEXAS

CITY OF SUNSET VALLEY

By: _____
Samuel T. Biscoe
County Judge

By: Rose G. Cardona
Rose Cardona
Mayor

Date: _____

Date: 10.17.12

Mutual Agreement to Terminate 1992 Mutual Aid Agreement

This Mutual Agreement is made by the following parties:

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

City of Creedmoor, a Municipal Corporation political subdivision of the State of Texas ("City").

Recitals

On April 3, 1992, County and City entered into a Mutual Aid Agreement ("Agreement") consistent with Texas law at that time. Section 9.05 of the Agreement provides for Mutual Termination of the Agreement when both parties agree to the termination.

Since that time, Texas law has developed and changed significantly and an agreement is no longer necessary.

County and City believe that the type of assistance contemplated in the Agreement is better performed under the terms and conditions now stated in Texas Government Code, chapter 418, subchapter E. This subchapter addresses all of the aspects of assistance between local governments in the time of disasters.

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County and City agree that the Agreement is terminated effective October 1, 2012.


County and City agree that any further requests for assistance will be dealt with based on the provisions of Texas law in effect at the time of the disaster.

This document is executed in duplicate originals.

TRAVIS COUNTY, TEXAS

CITY OF CREEDMOOR

By: _____
Samuel T. Biscoe
County Judge

By: 
Robert R. Wilhite
Mayor

Date: _____

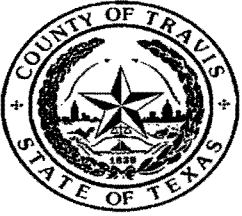
Date: 11-15-12

Additional Back-up - 12/4/12

TRAVIS COUNTY PURCHASING OFFICE

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

700 Lavaca Street, 8th Floor • Austin, Texas 78701 • (512) 854-9700 • Fax (512) 854-9185



ITEM 10

November 29, 2012

To: Commissioners Court

RE: Travis County Uniform Bid No. B120219-LD

On November 14th, I presented contract award recommendations for Travis County Uniforms. Due to a letter dated, Oct. 30, 2012, that we received from Eric Miller, a Fechheimer salesman, the Court requested additional research and information be collected. Attached is that information.

Concern #1: Quality of Uniforms: We believe from our past wear test, informal wear test and information collected from other law enforcement agencies, that Blauer uniforms is the choice for the majority of agencies contacted.

Concern #3: Excessive Prices: We do not believe that Travis County is paying excessive prices for our law enforcement uniforms from our current and recommended contractor. In our analysis (attached), you will see that we break even and probably save money in the long term due to the wearability and longevity of the Blauer uniforms. We looked at similar agencies pricing and we are paying within the range with other public entities.

I request the Court award contracts as recommended. I believe it is in our best interest to proceed with contract awards to Miller Uniforms and GT Distributors.

Cyd V. Grimes

Uniform Price Comparison

County Bid - Includes alteration and application of all patches to shirts and hemming and alteration of pants.

BuyBoard - Includes alteration and application of 2 - 4 patches to shirts and hemming and alteration of pants.

City of Austin Contract - does not include alteration and application of all patches to shirts and hemming and alteration of pants. Additional charges for these items are shown below.

State Contract, Department of Public Safety –Includes application of patches and alterations to shirt and pant hemming.

Amarillo PD – Includes application of patches. Alterations not included.

Tarrant Co. – Price is for garment only.

Blauer Uniforms

	County	Buyboard	COA	DPS	Amarillo PD	Tarrant Co.
8460 Shirt (Small – 3X)	\$67.50	\$67.50	\$107.00 \$88.00 Shirt only + \$19.00 for alteration and patch application		\$69.00	\$56.55
8560 Pant	\$71.50	\$71.50		\$68.50	\$81.38	\$67.33
8560 Pant (52-54)	\$85.80	\$85.80	\$108.35 \$105.00 Pant only + \$3.35 for hemming and sizing			\$70.70
8130 Shirt	\$54.50	\$54.50	\$57.00 \$44.50 Shirt only + \$12.50 for patch application	\$58.99		
8446 Shirt	\$69.50	\$69.50		\$63.50		\$60.48
8980 Pant	\$69.50	\$69.50				\$65.66

Cost Data Assuming 1.5-year wear on Fechheimer Flying Cross/3-year wear on Miller Uniforms Blauer

		Annual Uniform Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total 6-Year Cost
Group A Uniforms	Fechheimer/Flying Cross		\$189,095.40	\$378,190.80	\$378,190.80	\$378,190.80	\$378,190.80	\$378,190.80	\$2,080,049.40
	Blauer/Miller Uniforms		\$301,925.00	\$301,925.00	\$301,925.00	\$301,925.00	\$301,925.00	\$301,925.00	\$1,811,550.00
	Annual Savings from Fechheimer		\$112,829.60	(\$76,265.80)	(\$76,265.80)	(\$76,265.80)	(\$76,265.80)	(\$76,265.80)	(\$268,499.40)
		Annual Uniform Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total 6-Year Cost
Group B Uniforms	Fechheimer/Flying Cross		\$124,492.80	\$248,985.60	\$248,985.60	\$248,985.60	\$248,985.60	\$248,985.60	\$1,369,420.80
	Blauer/Miller Uniforms		\$182,165.50	\$182,165.50	\$182,165.50	\$182,165.50	\$182,165.50	\$182,165.50	\$1,092,993.00
	Annual Savings from Fechheimer		\$57,672.70	(\$66,820.10)	(\$66,820.10)	(\$66,820.10)	(\$66,820.10)	(\$66,820.10)	(\$276,427.80)
		Annual Uniform Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total 6-Year Cost
Total Costs A & B Uniforms	Fechheimer/Flying Cross		\$313,588.20	\$627,176.40	\$627,176.40	\$627,176.40	\$627,176.40	\$627,176.40	\$3,449,470.20
	Blauer/Miller Uniforms		\$484,090.50	\$484,090.50	\$484,090.50	\$484,090.50	\$484,090.50	\$484,090.50	\$2,904,543.00
	Annual Savings from Fechheimer		\$170,502.30	(\$143,085.90)	(\$143,085.90)	(\$143,085.90)	(\$143,085.90)	(\$143,085.90)	(\$544,927.20)

Cost Data Assuming 2-year wear on Fechheimer Flying Cross/3-year wear on Miller Uniforms Blauer

		Annual Uniform Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total 6-Year Cost
Group A Uniforms	Fechheimer/Flying Cross		\$189,095.40	\$189,095.40	\$378,190.80	\$189,095.40	\$378,190.80	\$189,095.40	\$1,512,763.20
	Blauer/Miller Uniforms		\$301,925.00	\$301,925.00	\$301,925.00	\$301,925.00	\$301,925.00	\$301,925.00	\$1,811,550.00
	Annual Savings from Fechheimer		\$112,829.60	\$112,829.60	(\$76,265.80)	\$112,829.60	(\$76,265.80)	\$112,829.60	\$298,786.80
		Annual Uniform Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total 6-Year Cost
Group B Uniforms	Fechheimer/Flying Cross		\$124,492.80	\$124,492.80	\$248,985.60	\$124,492.80	\$248,985.60	\$124,492.80	\$995,942.40
	Blauer/Miller Uniforms		\$182,165.50	\$182,165.50	\$182,165.50	\$182,165.50	\$182,165.50	\$182,165.50	\$1,092,993.00
	Annual Savings from Fechheimer		\$57,672.70	\$57,672.70	(\$66,820.10)	\$57,672.70	(\$66,820.10)	\$57,672.70	\$97,050.60
		Annual Uniform Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total 6-Year Cost
Total Costs A & B Uniforms	Fechheimer/Flying Cross		\$313,588.20	\$313,588.20	\$627,176.40	\$313,588.20	\$627,176.40	\$313,588.20	\$2,508,705.60
	Blauer/Miller Uniforms		\$484,090.50	\$484,090.50	\$484,090.50	\$484,090.50	\$484,090.50	\$484,090.50	\$2,904,543.00
	Annual Savings from Fechheimer		\$170,502.30	\$170,502.30	(\$143,085.90)	\$170,502.30	(\$143,085.90)	\$170,502.30	\$395,837.40

Cost Data Assuming 3-year wear on Fechheimer Flying Cross/3-year wear on Miller Uniforms Blauer

		Annual Uniform Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total 6-Year Cost
Group A Uniforms	Fechheimer/Flying Cross		\$189,095.40	\$189,095.40	\$189,095.40	\$189,095.40	\$189,095.40	\$189,095.40	\$1,134,572.40
	Blauer/Miller Uniforms		\$301,925.00	\$301,925.00	\$301,925.00	\$301,925.00	\$301,925.00	\$301,925.00	\$1,811,550.00
	Annual Savings from Fechheimer		\$112,829.60	\$112,829.60	\$112,829.60	\$112,829.60	\$112,829.60	\$112,829.60	\$676,977.60
		Annual Uniform Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total 6-Year Cost
Group B Uniforms	Fechheimer/Flying Cross		\$124,492.80	\$124,492.80	\$124,492.80	\$124,492.80	\$124,492.80	\$124,492.80	\$746,956.80
	Blauer/Miller Uniforms		\$182,165.50	\$182,165.50	\$182,165.50	\$182,165.50	\$182,165.50	\$182,165.50	\$1,092,993.00
	Annual Savings from Fechheimer		\$57,672.70	\$57,672.70	\$57,672.70	\$57,672.70	\$57,672.70	\$57,672.70	\$346,036.20
		Annual Uniform Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total 6-Year Cost
Total Costs A & B Uniforms	Fechheimer/Flying Cross		\$313,588.20	\$313,588.20	\$313,588.20	\$313,588.20	\$313,588.20	\$313,588.20	\$1,881,529.20
	Blauer/Miller Uniforms		\$484,090.50	\$484,090.50	\$484,090.50	\$484,090.50	\$484,090.50	\$484,090.50	\$2,904,543.00
	Annual Savings from Fechheimer		\$170,502.30	\$170,502.30	\$170,502.30	\$170,502.30	\$170,502.30	\$170,502.30	\$1,023,013.80

Agency Wear Test Information

City of Austin – Currently conducting wear test, not finished. No selection information available. Currently wearing Blauer.

TX Dept. of Public Safety – Wear test in 2008, Blauer was chosen uniform from wear test.

Amarillo Police Department – Wear test approx. 10 years ago. Blauer was chosen uniform from wear test.

Corpus Christi PD conducted wear test about 10 years ago. Blauer was chosen uniform from wear test.

Tarrant County – Blauer is specified uniform for Tarrant Co.

Other agencies that conducted wear tests and chose Blauer are Forth Worth PD, San Antonio PD.

Lakeway PD conducted a wear test approx.. 2 years ago and chose Fechheimer. Liked quality of Blauer but the color (blue) of the Fechheimer was better. Small number of officers in uniform, 33. Vendor is Miller uniforms. Currently paying \$74.50 for shirts and \$76.95 to \$83.95 for pants.

Bexar County conducted wear test many years ago and chose Fechheimer. Was not able to provide any other information.



PO Box 16080, Austin, TX 78761 • Telephone (512) 451-8298 • FAX (512) 453-6149

11/21/12

Loren Breland, CPPB
Purchasing Agent Assistant III
Travis County Purchasing Office
700 Lavaca St., Suite 800
Austin, TX 78701

Mr. Breland,

I am writing this letter regarding the recent bid tabulation and protests for solicitation B120219-LD.

G T Distributors is not protesting the award. We would like to make it known that Eric Miller does not represent our company and is not an official spokesperson for G T Distributors.

It is important to note that we, G T Distributors, do understand the requests of the contract and we are perfectly capable of servicing and providing the level of custom alterations needed to fulfill your contractual needs. Our competition claims we do not understand and that our competitive prices indicate our lack of experience. Obviously they are not aware of our current volume or capabilities.

That stated, we respect Travis County's decision to choose the proposal that best suits their needs at the current time. We hope to earn your business in the future.

Best regards,

William J. Orr Jr. (Jim)

President
G T Distributors, Inc.
PO Box 16080
Austin TX 78761



Greg Hamilton, Travis County Sheriff

MEMORANDUM

November 28, 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: Darren Long, Major *D Long #032*

SUBJECT: Feedback in response to test wear of Flying Cross uniform

My experience testing the Flying Cross uniform was not a positive one. In comparison to the uniforms we currently wear, this possible alternative had a few negatives.

- 1) Upon dry cleaning the test uniform, more than once, the material would not hold a crease in the designated areas.
- 2) After a short time wearing the test uniform, it would easily and quickly wrinkle and look unprofessional.
- 3) Even after being measured specifically for the uniform, when I received it, it did not fit properly or even comfortably.

In my personal opinion, these test uniforms are not a good choice for Travis County Sheriff's Office to switch to. The proposed savings would not be worth the extra work and money that would go into making each uniform fit and/or function properly.

If you should have any questions or concerns about my opinions, please feel free to contact me at any of the following avenues.

(512) 854-9348 office
darren.long@co.travis.tx.us

Thank you!



Greg Hamilton, Travis County Sheriff
MEMORANDUM

November 27, 2012

TO: Travis County Purchasing

FROM: Jim Sylvester 102, Chief Deputy *JS #102*

SUBJECT: Uniform Wear Test

Earlier this year Eric Miller of Flying Cross Uniforms provided me with one (1) uniform shirt and one (1) pair of uniform pants to conduct a wear test. During that time I wore both Blauer and Fly Cross uniforms for comparison.

During the wear test I took into consideration texture, feel, weight, and durability of the product among other factors.

Although, Flying Cross may be able to offer a similar item at a cheaper price I do not feel that it has the durability and longevity of the Blauer product. Therefore, I feel that by selecting the Flying Cross product we will be doing a disservice to the Officers of the Travis County Sheriff's Office and the citizens of Travis County.

There is no doubt in my mind that after completion of the wear test that Blauer is the uniform of choice for the Travis County Sheriff's Office.

If you are anyone on staff have further questions do not hesitate to contact me.



Travis County Commissioners Court Agenda Request

Meeting Date: December 4, 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. 4400001197, Chardonnay Poole, PsyD., CCTP, to provide Trauma Focused Therapy for youth referred from the COPE Mental Health Court and Crossover Unit.

- **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 Contractor will provide Trauma Focused Therapy for youth identified and referred by the Travis County Juvenile Probation Department in coordination with the Collaborative Opportunities for Positive Experience (COPE) Mental Health Court and/or Travis County Juvenile Probation Department Crossover Unit.

Section 4.10 of the contract states: 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.

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

- **Contract-Related Information:**

Award Amount:	As-Needed
Contract Type:	Professional Services Agreement
Contract Period:	December 4, 2012 – September 30, 2013
	Auto-Renewal

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

➤ **Funding Information:**

SAP Shopping Cart #:

Funding Account(s): Grant: 800258; Internal Order: 100609; Product Code: 85121701; Commitment Item: 511010

Comments: As Needed contract.



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: New Contract: Chardonnay Poole, PsyD., CCTP
Trauma Focused Therapy – COPE Mental Health Court and Crossover Unit

DATE: October 14, 2012

The Travis County Juvenile Probation Department is interested in entering into a contract with Chardonnay Poole, PsyD., CCTP, to provide trauma focused therapy for youth referred to the department through the COPE Mental Health Court and Crossover Unit.

The following are the funding details for this contract:

Grant: 800258
Internal Order: 100609
Product Code: 85121701
Commitment Item: 511010

Included in this packet is a Scope of Services (Attachment A) and a Fee Schedule (Attachment B).

If you need additional information in order to proceed, please do not hesitate to contact Sylvia Mendoza, Financial Manager at 854-7008.

Cc: David Walch
Sylvia Mendoza
Barbara Swift
Gail Penney-Chapmond
Chris Hubner

EPM:sm





TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
DOMESTIC RELATIONS OFFICE
PROBATION SERVICES
RESIDENTIAL SERVICES

MEMORANDUM

*Approved
10/5/12
E*

To: Estela P. Medina, Chief Juvenile Probation Officer

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

From: *Gail Penney - Chapman*
Gail Penney-Chapmond, Director of Specialized Services

Date: October 1, 2012

Subject: Request to Contract



This is to request your approval to enter into a professional contract with Chardonnay Poole, PsyD., CCTP to provide trauma focused therapy for the COPE Mental Health Court and Crossover unit youth who are identified for the Trauma Informed Assessment and Response Program, funded by the Office of the Governor Grant.

Please see attachment: Resume, Scope of Services and Fee Schedule.

Cc: Chris Hubner

CHARDONNAY N. POOLE

Licensed Psychologist

Certified Clinical Trauma Professional

TSBOEP License No. 3-6008

chardonnay.poole@gmail.com

7703 N. Lamar Blvd, Ste. 110 Austin, TX 78752

Phone: (951) 515-4930

Phone: (512) 659-5330

Fax: (512) 206 - 4229

EDUCATIONAL BACKGROUND:

ALLIANT INTERNATIONAL UNIVERSITY, Los Angeles, CA
Psy.D., Forensic Psychology, August 2010

ALLIANT INTERNATIONAL UNIVERSITY, Los Angeles, CA
M.A., Forensic Psychology, October 2008

CALIFORNIA STATE UNIVERSITY, LOS ANGELES, Los Angeles, CA
M.S., Criminal Justice, June 2006

- Emphasis in Forensic Mental Health

SANTA CLARA UNIVERSITY, Santa Clara, CA
B.S., Psychology, June 2004

- Minor: Sociology

CLINICAL PRACTICA EXPERIENCE:

Spraggins Psychological Services (SPS), Austin, TX

Independent Contractor/Assessor, September 2011 – present

- Psychological assessments for various purposes, including STAR Health and Forensic Assessment

Private Therapy Practice, Austin, TX

Psychologist, March 2012 – present

- Provide therapy services to community, caseload primarily focused on adolescents with trauma history

Travis County Juvenile Probation Department (TCJPD), Austin, TX

Senior Counselor, September 2010 – September 2011

- Services in the following areas: court ordered psychological, psychosexual and forensic risk assessments.
- Caseload included both juvenile males and females
- Hours: Approximately 25 hours per week

Psychological ARTS, Austin, TX

Postdoctoral Resident, September 2010 – August 2011

- Services in the following areas: clinical interviews and psychological assessments for various purposes including disability claims, CPS evaluations, forensic risk assessment, etc.
- Hours: Approximately 20 hours per week

Medaero Ventures, LLC., Georgetown, TX

Counselor, June 2010 – September 2011

CHARDONNAY N. POOLE

Licensed Psychologist

Certified Clinical Trauma Professional

TSBOEP License No. 3-6008

chardonnay.poole@gmail.com

- Services in the following areas: rehabilitative services and addiction medicine, group counseling with chemically dependent clients, guidance and support for clients whom were addicted to opiates supplement to medical treatment focusing primarily on withdrawal and relapse symptoms. Provide counseling on the psychological effects of long term dependence.
- Caseload included both males and females; all ages
- Hours: Approximately 8 hours per week; two groups weekly

Rockdale Regional Juvenile Justice Facility (RRJJC), Rockdale, TX

Doctoral Psychology Intern, August 2009 – August 2010

- Services in the following areas: intake procedures, psychological, psychosexual, and forensic risk assessment, individual treatment planning, individual and group therapy with adolescents, family therapy, crisis intervention, and other therapeutic intervention activities.
- Caseload included both males and females; general and sex offenders
- Hours: Approximately 45 hours per week

Southern Youth Correctional Reception and Clinic (SYCRCC), Norwalk, CA

Student Intern, September 2008 – June 2009

- Direct services include conducting a variety of psychological services to youthful offender including psychological assessment/evaluation/treatment, crisis intervention/suicide risk assessment, short/long term psychotherapy, treatment planning including identifying specific treatment objectives/goals and co-facilitate psychotherapy groups
- Hours: Approximately 20 hours per week

Sylmar Health and Rehabilitation, Sylmar, CA

Student Intern, September 2007 – August 2008

- Individual psychotherapy sessions held twice a week per client
- Crisis management with individual clients
- Individual/Group/Peer supervision with other interns
- Discharge Planning group facilitator – prepare clients with expectations of discharge with materials and topics helping them transition back into the community
- Hours: Approximately 20 hours per week
- Total Hours: 772

Friends Outside Jail, Twin Towers, Los Angeles, CA

Case Worker, February 2005 – July 2006

- Provide support services to the families of those incarcerated
- Case management for inmates, including program placement
- Support for inmates' transition into society

Americorps Hope for the Homeless Program, Skid Row and Midnight Mission, CA

Street Outreach Member, December 2004-June 2005

- Street outreach and case management
- Build ties between the community and those in need of inpatient programs, including dual diagnosis

CHARDONNAY N. POOLE
Licensed Psychologist
Certified Clinical Trauma Professional
TSBOEP License No. 3-6008
chardonnay.poole@gmail.com

VOLUNTEER EXPERIENCE:

CASA of Travis County, Austin, TX

Volunteer, February 2012 – present

- Nonprofit organization to speak up for children who have been abused or neglected by empowering the community to volunteer as advocates for them in the court system
- A court appointed, trained and committed adult who ensures that each child's individual needs remain a priority in an over-burdened child welfare system.

Neighborhood Conference Committee (NCC) of Williamson County, Williamson, TX

Volunteer, September 2012 – present

- Organization that seeks to divert youth from the Juvenile Justice System by intervening before formal court proceedings for truancy occur
- Organization that encourage active membership of local citizens to improve the community by helping empower youth the take positive control over his/her life choice related to education

Youth in Motion Foundation, Crossfit Central, Austin, TX

Committee Member, June 2010 – December 2010

- Nonprofit foundation to raise and distribute money to programs throughout the community
- Programs help children live healthy, active lives.
- Encourages and fosters emotional and physical health and that builds leadership and social response

Friends Outside Jail, Twin Towers, Los Angeles, CA

Case Worker, July 2006 – July 2008

- Provide support services to the families of those incarcerated
- Case management for inmates, including program placement
- Support for inmates' transition into society

Julian Street Inn Homeless Shelter for the Mentally Ill, San Jose, CA

Case Worker and Facilitator, September 2002-March 2003

- Provide companionship and lead activities for residents

RESEARCH EXPERIENCE:

Dissertation

- *Organized sports as an intervention for youth re-offending: Effects on self-esteem, coping styles, and goal setting skills*
- June 2008 – December 2009
- Proposed: November 1, 2008
- Defended: December 11, 2009

UCLA, Center for Community Health, PROJECT LIGHT, Los Angeles, CA

Project Coordinator/Intervention Facilitator, July 2007 – August 2009

- Coordinate and supervise field staff
- Interpersonal group facilitation of an HIV intervention for youth in probation camps and community day schools
- Database manager

CHARDONNAY N. POOLE

Licensed Psychologist

Certified Clinical Trauma Professional

TSBOEP License No. 3-6008

chardonnay.poole@gmail.com

UCLA, Center for Community Health, PROJECT LIGHT, Los Angeles, CA

Project Assistant/Field Interviewer, March 2006 – July 2007

- Conduct interviews assessing a newly-devised, computerized HIV intervention for youth in probation camps and community day schools
- Provide research assistance to project staff
- Database manager

UNIVERSITY INVOLVEMENT:

- Alliant International University Peer Mentoring Program, 2007-2008
 - Establish a one-to-one relationship between students to foster support in the areas of academic performance and social development.

PROFESSIONAL ASSOCIATIONS:

- American Psychological Association
- American Psychology Law Society
- Texas Psychological Association
- Capital Area Psychological Association
- EDMR International Association
- International Association of Trauma Professionals

ADDITIONAL CERTIFICATIONS, HONORS, AND AWARDS:

- Certified Clinical Trauma Professional, June 2012 – present
- EMDR Training in progress, August 2012

Attachment A
Scope of Services

CONTRACTOR, Dr. Chardonay Poole, shall provide Trauma Focused Therapy for youth identified and referred by the Travis County Juvenile Probation Department hereinafter "Department," in coordination with the Collaborative Opportunities for Positive Experience (COPE) Mental Health Court and/or Travis County Juvenile Probation Department Crossover Unit, as described below:

1. Youth will be identified and referred to CONTRACTOR for Trauma Focused Therapy by the Department.
2. The Department will designate services that are to be provided to each youth referred and CONTRACTOR will only provide the service(s) as designated.
3. CONTRACTOR will give these youth and their families' priority in scheduling appointments for therapy whenever possible.
4. CONTRACTOR agrees to contact the COPE or Crossover Manager within twenty-four (24) hours when a family does not attend a scheduled appointment or a therapy session is cancelled.
5. CONTRACTOR may terminate services, with approval from the COPE and/or Crossover Manager, if the family cancels or does not appear at three (3) consecutive scheduled appointments or sessions
6. CONTRACTOR agrees that no payment will be provided for therapy sessions that do not occur, regardless of advance cancellation or failure to appear by client.
7. If therapy services are designated by Department, then CONTRACTOR shall provide therapy services to youth/family participants of COPE or the Crossover Unit during individual or family sessions, as follows.
 - 7.1 Sessions will be in the CONTRACTOR'S office.
 - 7.2 The first session will be provided within five (5) working days after the initial intake.
 - 7.3 The length of each individual session will be 60 minutes in duration.
 - 7.4 Sessions will be therapeutic in nature with the goal of reducing behaviors related to trauma experienced in the child's past or current trauma that has been conducive to escalating behaviors or the need for increased intervention by the Department. Sessions can be used to establish or reestablish parent-child relationships, teach coping and problem solving skills to the youth and address specific goals in the COPE or Crossover Unit Individual/family case plan or any additional goals set forth by the CONTRACTOR.

- 7.5 Sessions will be scheduled weekly, unless CONTRACTOR deems it appropriate to modify frequency.
- 7.6 All sessions will be completed within nine (9) months of the initial intake session.
- 7.7 CONTRACTOR will notify the COPE and/or Crossover Manager within forty-eight (48) hours when the number of sessions is decreased due to either lack of progress in therapy or termination of therapy.
- 7.8 At no time shall the number of sessions provided per client exceed twelve (12) unless CONTRACTOR obtains written authorization from Department.
- 7.9 CONTRACTOR will provide a weekly progress report using a form supplied by the Department. These progress reports will address the youth and/or their family's compliance in keeping appointments and report any failure to appear for scheduled appointments. The therapist will also provide information on the youth's progress with therapy and the youth's level of engagement.
- 7.10 CONTRACTOR will provide a final progress report that will include outcome information that will include a diagnosis and current Global Assessment of Functioning (GAF) within forty-eight (48) hours after the final therapy session.

ATTACHMENT B
FEE SCHEDULE

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

Trauma Focused Therapy\$75.00 per hour

**PROFESSIONAL SERVICES
AGREEMENT/CONTRACT**

BETWEEN

TRAVIS COUNTY

AND

CHARDONNAY POOLE, PSYD, CCTP

FOR

TRAUMA FOCUSED THERAPY

**COLLABORATIVE OPPORTUNITIES FOR POSITIVE EXPERIENCE
(COPE) PROGRAM & CROSSOVER UNIT**

CONTRACT NO. 4400001197



Travis County Purchasing Office

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RECEIVED
TRAVIS COUNTY
2012 NOV 16 PM 12:25
PURCHASING
OFFICE

STATE OF TEXAS §
 COUNTY OF TRAVIS §

**PROFESSIONAL SERVICES AGREEMENT
 FOR INDIVIDUAL AND FAMILY COUNSELING SERVICES**

This Agreement is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and Chardonnay Poole, PsyD., CCTP, (the "CONTRACTOR").

WHEREAS, COUNTY desires to obtain the services of a qualified counselor to provide Trauma Focused Therapy for Travis County referred participants of the Collaborative Opportunities for Positive Experiences (COPE) Program & The Crossover Unit, for Travis County and;

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 Nicki Riley or her successor.

1.4 "Parties" mean Travis County and Chardonnay Poole, PsyD., CCTP,

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

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

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

1.5.3 but does not include

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

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

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

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

- 1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavits attached to this contract and marked as Attachment D.
- 1.7 "DIRECTOR" means the Chief Juvenile Probation Officer of Travis County Juvenile Probation Department or her designee.

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.

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

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

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

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

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

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

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

3.11 Professional Licensure/Certification. The CONTRACTOR shall maintain all necessary licenses and certifications related to the Counseling services being provided hereunder. In the event licensure or certification expires, is revoked, suspended, probated, or is canceled, CONTRACTOR shall inform COUNTY of such event within five (5) working days.

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

3.13 Standard of Care. Notwithstanding anything in this Agreement to the contrary, CONTRACTOR shall perform all services and responsibilities required of CONTRACTOR under this Agreement using at least that standard of care which a reasonably prudent licensed counselor in Travis County, Texas would use in similar circumstances. CONTRACTOR warrants the duties within this Agreement shall be

performed in a good and workmanlike manner. Nothing in this Agreement shall be construed to relieve CONTRACTOR of this duty.

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

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

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

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

3.15 Disqualifying Criminal History

3.15.1 CONTRACTOR agrees to provide documentation to DIRECTOR that a criminal background check on every employee, intern volunteer or agent whose duties in connection with this Agreement include direct access to youth referred under this Agreement. To comply with this requirement, a criminal background check shall include a fingerprint-based criminal history search of criminal information databases maintained by the Federal Bureau of Investigation and by the State of Texas and shall have been conducted within two years prior to assignment of services under this Agreement.

3.15.2 CONTRACTOR shall not assign or allow any employee, intern, volunteer, agent, including employees and volunteers of its subcontractors, to provide services to youth referred under this Agreement whose criminal background check reflects a disqualifying criminal history. To comply with this requirement, a disqualifying criminal history includes: any felony conviction or deferred adjudication within the past ten (10) years; any jailable misdemeanor conviction or deferred adjudication within the past five (5) years; any current felony or jailable misdemeanor deferred adjudication, probation or parole; or the requirement to register as a sex offender.

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

The Contractor certifies, by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor shall include this certification requirement in all subcontracts to this contract that exceed \$100,000.00.

Form is provided as Attachment E

3.17 CONTRACTOR certifies that the individual or business entity named in this Agreement is not ineligible to receive the state funds or specified grant or payment under Section 231.006 of the Texas

Family Code and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

3.18 Financial Reporting. Upon request, CONTRACTOR shall provide COUNTY copies of profit and loss statements, annual financial statements, audit reports, and other financial records and reports that may be requested by COUNTY. COUNTY shall have the right to conduct onsite review of CONTRACTOR'S financial records and source documents.

3.19 CONTRACTOR is hereby notified that state funds may be used to pay for services rendered to Travis County Juvenile Probation. For this reason, CONTRACTOR shall account separately for the receipt and expenditure of all funds received as payment under this Agreement, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds. Contractor agrees to provide County an independent financial audit of all state funds received under this Contract at least once a year. The audit shall be prepared in accordance with Generally Accepted Auditing Standards and any other audit requirements of County or TJJD.

3.20 Monitoring. COUNTY shall have the right to conduct periodic financial and programmatic monitoring of CONTRACTOR. CONTRACTOR agrees to cooperate fully with COUNTY'S monitoring activities.

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: N/A-As needed Basis

4.1.2 Additional Fees: None.

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

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

4.4 Invoicing. CONTRACTOR shall submit invoicing to COUNTY on a monthly basis and each invoice shall contain the name of each client served by CONTRACTOR, the type and date of service provided by CONTRACTOR, the total hours of service provided by CONTRACTOR, the fee assessed for each service provided by CONTRACTOR and the total amount of payment requested for each client. Each invoice submitted by CONTRACTOR to COUNTY shall be signed by CONTRACTOR. Original invoices shall be sent to:

Financial Services
2515 South Congress Avenue.
Austin, Texas 78704.

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

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

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

4.8 Disbursements to Persons with Outstanding Debt.

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

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

4.8.1.2 the debt is paid.

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

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

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

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

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

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

5.0 RECORDS CONFIDENTIALITY AND ACCESS

5.1 **Confidentiality.** CONTRACTOR shall establish a method to secure the confidentiality of records and other information relating to services provided under this Agreement 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.

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 Director with a copy to the Purchasing.

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

7.0 OTHER PROVISIONS:

7.1 INDEMNIFICATION. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY CONTRACTOR, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY CONTRACTOR UNDER THIS CONTRACT.

7.2 Copyrights, Patents & Licenses. CONTRACTOR represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) the COUNTY shall not be liable for any infringement of those rights and any rights granted to the COUNTY shall apply for the duration of this Agreement. CONTRACTOR 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 If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or does business with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CONTRACTOR shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Agreement, provided, however, that this section may be waived by Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

7.7 Entire Agreement

7.7.1 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
- 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):

Estela Medina (or her successor)
Chief Juvenile Probation Officer
Travis County Juvenile Probation Department
P.O. Box 1748
Austin, Texas 78767

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

Chardonnay Poole, PsyD., CCTP,
7703 N. Lamar Blvd. Ste.110
Austin, Texas 78752

(512) 659-5330

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

7.11 Dispute Resolution - Administration by Purchasing Agent. When the CONTRACTOR and/or COUNTY have been unable to successfully resolve any question or issue related to this Contract, the CONTRACTOR or COUNTY shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice shall contain a specific written description of the issues involved as well as the Contractor's requested resolution of the dispute and any other relevant information which CONTRACTOR desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the COUNTY representative in any further issuances and in the administration of this Contract in relation to the described dispute. Unless otherwise stated in this Contract, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent is may be considered void. If the CONTRACTOR

does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent with a copy to the Director 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 Director. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

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 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 DIRECTOR.

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 Interpretational Guidelines

7.19.1 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.

7.19.2 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.

7.19.3 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.

7.20 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.

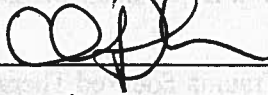
7.21 The person or persons signing this Agreement on behalf of CONTRACTOR, or representing themselves as signing this agreement on behalf of CONTRACTOR, do hereby warrant and guarantee that he, she or they have been duly authorized by CONTRACTOR to sign this Agreement on behalf of CONTRACTOR and to bind 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.

Chardonay Poole, PsyD., CCTP,

Travis County



By: Chardonay Poole, Psy. D.
Name and Title (Printed)

By: Samuel T. Biscoe
Travis County Judge

Date: 11/12/12

Date: _____

Approved as to Legal Form By: _____

Assistant County Attorney

Approved by Purchasing: _____

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

Attachment A
Scope of Services

CONTRACTOR, Dr. Chardonny Poole, shall provide Trauma Focused Therapy for youth identified and referred by the Travis County Juvenile Probation Department hereinafter "Department," in coordination with the Collaborative Opportunities for Positive Experience (COPE) Mental Health Court and/or Travis County Juvenile Probation Department Crossover Unit, as described below:

- 1. Youth will be identified and referred to CONTRACTOR for Trauma Focused Therapy by the Department.**
- 2. The Department will designate services that are to be provided to each youth referred and CONTRACTOR will only provide the service(s) as designated.**
- 3. CONTRACTOR will give these youth and their families' priority in scheduling appointments for therapy whenever possible.**
- 4. CONTRACTOR agrees to contact the COPE or Crossover Manager within twenty-four (24) hours when a family does not attend a scheduled appointment or a therapy session is cancelled.**
- 5. CONTRACTOR may terminate services, with approval from the COPE and/or Crossover Manager, if the family cancels or does not appear at three (3) consecutive scheduled appointments or sessions**
- 6. CONTRACTOR agrees that no payment will be provided for therapy sessions that do not occur, regardless of advance cancellation or failure to appear by client.**
- 7. If therapy services are designated by Department, then CONTRACTOR shall provide therapy services to youth/family participants of COPE or the Crossover Unit during individual or family sessions, as follows.**
 - 7.1 Sessions will be in the CONTRACTOR'S office.**
 - 7.2 The first session will be provided within five (5) working days after the initial intake.**
 - 7.3 The length of each individual session will be 60 minutes in duration.**
 - 7.4 Sessions will be therapeutic in nature with the goal of reducing behaviors related to trauma experienced in the child's past or current trauma that has been conducive to escalating behaviors or the need for increased intervention by the Department. Sessions can be used to establish or reestablish parent-child relationships, teach coping and problem solving skills to the youth and address specific goals in the COPE or Crossover Unit Individual/family case plan or any additional goals set forth by the CONTRACTOR.**

- 7.5 Sessions will be scheduled weekly, unless CONTRACTOR deems it appropriate to modify frequency.
- 7.6 All sessions will be completed within nine (9) months of the initial intake session.
- 7.7 CONTRACTOR will notify the COPE and/or Crossover Manager within forty-eight (48) hours when the number of sessions is decreased due to either lack of progress in therapy or termination of therapy.
- 7.8 At no time shall the number of sessions provided per client exceed twelve (12) unless CONTRACTOR obtains written authorization from Department.
- 7.9 CONTRACTOR will provide a weekly progress report using a form supplied by the Department. These progress reports will address the youth and/or their family's compliance in keeping appointments and report any failure to appear for scheduled appointments. The therapist will also provide information on the youth's progress with therapy and the youth's level of engagement.
- 7.10 CONTRACTOR will provide a final progress report that will include outcome information that will include a diagnosis and current Global Assessment of Functioning (GAF) within forty-eight (48) hours after the final therapy session.

ATTACHMENT B
FEE SCHEDULE

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

Trauma Focused Therapy\$75.00 per hour

ATTACHMENT C
INSURANCE REQUIREMENTS

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

I. General Requirements Applicable to All Contractors' Insurance.

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

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

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

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

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

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

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

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

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

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

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

II. Specific Requirements

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

A. Workers' Compensation and Employers' Liability Insurance

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

B. Commercial General Liability Insurance

1. **Minimum limit:**
 - \$500,000* per occurrence for coverage A and B with a
 - \$1,000,000 policy aggregate
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket contractual liability for this Contract
 - b. Independent Contractor Coverage
3. The Policy shall also include the following endorsements in favor of Travis County
4.
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. Travis County named as additional insured (Form CG 2010)

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

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

C. Business Automobile Liability Insurance†

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

† **Alternative Insurance Requirement**

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

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

may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

1. Coverage shall be provided with a minimum limit of \$1,000,000 per claim /\$3,000,000 aggregate to cover injury to a child while the child is in the care of Contractor or Subcontractor and to cover negligent acts, sexual harassment, errors, or omissions arising out of Professional Services under this Contract.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date this Contract is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting dates.
3. Subcontractor(s) who are not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than \$5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

ATTACHMENT D
ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 11/12/12
Name of Affiant: Charlonnay Poole
Title of Affiant: licensed psychologist
Business Name of Proponent: Trans County
County of Proponent: Trans

Affiant on oath swears that the following statements are true:

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

[Signature]
Signature of Affiant
7703N Lamar Blvd #110 Austin TX 78752
Address

SUBSCRIBED AND SWORN TO before me by 12th on Nov., 2012

Angelina T Osteguin
Notary Public, State of TX

Typed or printed name of notary
My commission expires: 10/15/14

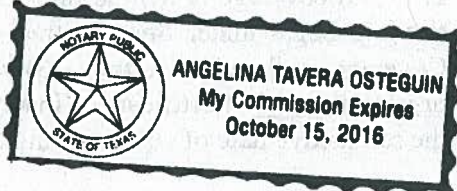


EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
October 9, 2012

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	Nicki Riley*	
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.	
Interim Chief Information Officer	Tanya Acevedo	
Interim Chief Information Officer	Rod Brown	
Interim Chief Information Officer	Walter Lagrone	
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.....Beth Devery
 Attorney, Health Services Division.....Prema Gregerson
 Purchasing AgentCyd Grimes, C.P.M., CPPO
 Assistant Purchasing AgentMarvin Brice, CPPB
 Assistant Purchasing Agent.....Bonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IV.....CW Bruner, CTP
 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.....Loren Breland, CPPB
 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.....Nancy Barchus, CPPB
 Purchasing Agent Assistant III.....Jesse Herrera, CTP, CTPM, CTCM*
 Purchasing Agent Assistant III.....Vacant
 Purchasing Agent Assistant III.....Vacant
 Purchasing Agent Assistant II.....Jayne Rybak, CTP*
 Purchasing Agent Assistant II.....L. Wade Laursen*
 Purchasing Agent Assistant II.....Sam Francis*
 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.....	Diana Gonzalez ..	12/16/12
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
Chief Information Officer .	Joe Harlow	07/31/13
County Auditor .	Susan Spataro, CPA	08/31/13
Purchasing Agent Assistant IV.....	George R. Monnat, C.P.M., A.P.P. .	09/26/13

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

ATTACHMENT E

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

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

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

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

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

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

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

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

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

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

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

Name of Contractor

Vendor I.D. or Social Security No.

Signature of Authorized Representative

Date

Printed/Typed Name & Title of Authorized Representative



Travis County Commissioners Court Agenda Request

Meeting Date: December 4, 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. 4400001198, Sylvan J. Fluharty, M.S. – A.T.R, to provide Art Therapy for youth referred from the COPE Mental Health Court and Crossover Unit.

- **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 Contractor will provide professional confidential Art Therapy for youth identified and referred by the Travis County Juvenile Probation Department in coordination with the Collaborative Opportunities for Positive Experience (COPE) Mental Health Court and/or Travis County Juvenile Probation Department Crossover Unit.

Section 4.10 of the contract states: 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.

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

➤ **Contract-Related Information:**

Award Amount:	As-Needed
Contract Type:	Professional Services Agreement
Contract Period:	December 4, 2012 – September 30, 2013
	Auto-Renewal

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

➤ **Funding Information:**

SAP Shopping Cart #:

Funding Account(s): Grant: 800258; Internal Order: 100609; Product Code: 85121701; Commitment Item: 511010

Comments: As Needed contract.

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: New Contract: Sylvan J. Fluharty, M.S. – A.T.R.
Art Therapy – COPE Mental Health Court and Crossover Unit

DATE: October 14, 2012

The Travis County Juvenile Probation Department is interested in entering into a contract with Sylvan J. Fluharty, M.S. – A.T.R., to provide art therapy for youth referred to the department through the COPE Mental Health Court and Crossover Unit.

The following are the funding details for this contract:

Grant: 800258
Internal Order: 100609
Product Code: 85122103
Commitment Item: 511100

Included in this packet is a Scope of Services (Attachment A) and a Fee Schedule (Attachment B).

If you need additional information in order to proceed, please do not hesitate to contact Sylvia Mendoza, Financial Manager at 854-7008.

Cc: David Walch
Sylvia Mendoza
Barbara Swift
Gail Penney-Chapmond
Chris Hubner

EPM:sm



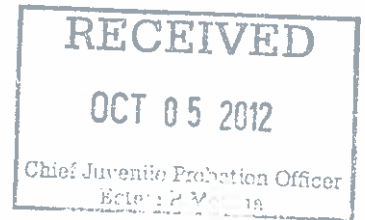


TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
DOMESTIC RELATIONS OFFICE
PROBATION SERVICES
RESIDENTIAL SERVICES

MEMORANDUM



To: Estela P. Medina, Chief Juvenile Probation Officer
Through: Barbara
Barbara Swift, Deputy Chief Juvenile Probation Officer
From: Gail Penney-Chapmond
Gail Penney-Chapmond, Director of Specialized Services
Date: October 1, 2012
Subject: Request to Contract

*Approved
10/5/12*

This is to request your approval to enter into a professional contract with Sylvan J. Fluharty, M.S.-A.T.R. to provide art therapy for the COPE Mental Health Court and Crossover unit youth who are identified for the Trauma Informed Assessment and Response Program, funded by the Office of the Governor Grant.

Please see attachment: Resume, Scope of Services and Fee Schedule.

Cc: Chris Hubner

Sylvan June Fluharty, MS, ATR-BC

2900 South 1st Street Apt 422 ~ Austin, Texas 78704

407-383-0965 ~ syljune@gmail.com

Professional Experiences

Blue Sky Abilities; Austin, TX

01/2012 to Current

Contract Art Therapist

Children's Partnership Program

- Provide appropriate therapeutic experiences for clients and their families
- Work with the team to help ensure that services rendered are successful
- Advocate for client and their families for appropriate community resources
- Educate communities about how to help local residents in need

Turn About, Inc.; Tallahassee, FL

03/2010 to 08/2010

Executive Counselor

Intensive Outpatient Program/ Student Assistant Program

- Developed curriculum for individual, family, and group therapy sessions
- Managed individual cases for intensive outpatient therapy
- Conducted assessments and brief therapy in the school environment for middle and high school students; focusing on substance abuse, anger management, victimization by bullies, and managing school stressors
- Gave presentations on safety awareness skills for young children in community centers. Was part of a main resource in the community for safety awareness and substance abuse assessments

Southwestern State Hospital; Thomasville, GA

06/2006 to 02/2010

Activity Therapy Supervisor

(10/2009 to 02/2010)

Community Living Arrangement Homes, Southwestern State Hospital

- Developed and coordinated the Community Access Program for adults with disabilities who live in homes under Southwestern State Hospital care
- Ensured quality living for residents through active participation in their community by coordinating the schedules of the residents, staff, transportation, and community resources; assisted with financial billing procedures and policies; created a supportive community network; and act as an advocate for the individual during allocation meetings
- Led individual and group sessions, integrating therapeutic techniques that were part of their treatment plans
- Trained and supervised staff on proper therapeutic techniques, state policies and procedures

Acting supervisor/Activity Therapist

(09/2008 to 10/2009)

Rose Haven, Southwestern State Hospital

- Planned and coordinated large and small group activities that included community integration events: such as Special Olympics, Florida Disabilities Outdoor Association, the EMAC art show, and the National Arts Exhibitions for the Mentally Ill.
- Provided rehabilitation treatment to adults who have severe to profound mental and physical disabilities
- Assessed clients abilities to identify activities appropriate for various developmental levels; supervised and trained direct care staff to insure the correct implementation of skill acquisition plans
- Advocated for the client in treatment team meetings
- Responded to crisis stabilization calls

Activity Leader

(06/2006 to 09/2008)

Clinical Psychiatric Services, Southwestern State Hospital

- Created treatment plans as an interdisciplinary team member
- Implemented therapeutic treatment to adult male and female clients with acute and chronic psychosis
- Worked with other units and interdisciplinary teams for various hospital wide activities

Other Experiences

- Volunteer for South Texas Art Therapy Association 11/2010 to Current
Chapter of the American Art Therapy Association
- Treasurer of STATA since July, 2012
 - Assist with the Deep Eddy Mural Association by Wanda Montemayor
 - Assist with the Children's Mental Health Day project
- Art Therapist 09/2011 to 11/2011
Phoenix Center; Marble Falls, Texas
- Provide therapeutic services for the Phoenix Center after school program
 - Give supportive assistance while at Marble Falls
- Art Therapy Practicum Intern and Volunteer 01/2008 to 11/2008
Monticello New Life; Monticello, FL
- Established an art therapy practicum site at the female Level 6 juvenile detention center
 - Gave the opportunity for the residents to explore coping skills as well as their thoughts and feelings through the art making experience in individual and group therapy sessions
 - Developed an art exhibition at a local gallery that allowed the residents the ability to communicate to the 'outside world'
- Art Therapy Practicum Intern 08/2007 to 12/2008
Tallahassee Memorial Hospital Pediatric Rehabilitation; Tallahassee, FL
- Conducted art therapy sessions for outpatient children who have disabilities; such as autism, developmental delays or impairments, traumas, etc.
 - Worked with families and provided individual and group therapy sessions
 - Created art therapy sessions in correlation with their treatment plans
- Art Education Intern and Volunteer 01/2006 to 06/2006
Gretchen Everhart Elementary School; Tallahassee, FL
- Developed curriculum and lesson plans for students with disabilities; which corresponded with students Individual Education Plans
 - Coordinated art projects in conjunction with larger school and community events
 - Established relationships with other faculty members, families, and local resources

Education

- Florida State University; Tallahassee, FL** 2006- 2008
Masters of Science in Art Therapy
- Florida State University; Tallahassee, FL** 2003- 2006
Bachelors of Science in Art Education
- Saint Johns River Community College; Palatka, FL** 2001- 2003
Associates of Arts in Fine Arts

References

Skye Howell, M Ed, CTRS

Director of Community Life Services at Blue Sky Abilities
Austin, Texas
#512-552-1876
skye@blueskyabilities.com

Marcia Rosal, Ph.D., ATR-BC

Professor and Director of Art Therapy
Florida State University
School of Fine Arts
Tallahassee, Florida 32306
#850-644-2926
Mrosal@garnet.acns.fsu.edu

Barbara Burkhardt, MS, Ed. S

Director of Child Victim Rapid Response and Student Assistance Program
Turn About, Inc. □
2771 Miccosukee Road □
Tallahassee, Florida 32308
#850-671-1920
bburkhardt@turnabout.org

Jim Pierce, MM, Mt-BC

YMCA Rankin Adolescent Offender Program
Site Coordinator
1125 Greymont Avenue
Jackson, MS 39202
#601-842-6890
jimsoundhealth@gmail.com

Whitney McLean

YoungLives Coordinator
436 Williams Street
Tallahassee, FL 32303
#817-996-9023
whitneyjanemclean@gmail.com

Attachment A
Scope of Services

CONTRACTOR, Sylvan Fluharty, shall provide professional confidential Art Therapy for youth identified and referred by the Travis County Juvenile Probation Department hereinafter "Department," in coordination with the Collaborative Opportunities for Positive Experience (COPE) Mental Health Court and/or Travis County Juvenile Probation Department Crossover Unit, as described below:

1. Youth will be identified and referred to CONTRACTOR for Art Therapy, by the Department.
2. The Department will designate services that are to be provided to each youth referred and CONTRACTOR will only provide the service(s) as designated.
3. CONTRACTOR will give these youth and their families' priority in scheduling appointments for Art Therapy whenever possible.
4. CONTRACTOR agrees to contact the COPE and/or Crossover Manager within twenty-four (24) hours when a family does not attend a scheduled appointment or a therapy session is cancelled.
5. CONTRACTOR may terminate services with approval from the COPE and/or Crossover Manager, if the family cancels or does not appear at three (3) consecutive scheduled appointments or sessions.
6. CONTRACTOR agrees that no payment will be provided for therapy sessions that do not occur, regardless of advance cancellation or failure to appear by client.
7. When Art Therapy is designated by the Department, then CONTRACTOR shall provide individual or family Art Therapy services to the youth/family participants of COPE and individual sessions with the youth in the Crossover Unit as follows:
 - 7.1 Sessions will be in the CONTRACTOR'S office or community-based setting.
 - 7.2 The first session will be provided within five (5) working days after the initial intake.
 - 7.3 The length of each individual session will be 60 minutes in duration.
 - 7.4 Sessions will be therapeutic in nature with the goal of reducing behaviors related to trauma experienced in the child's past or current trauma that has been conducive to escalating behaviors or the need for increased intervention by the Department. Sessions can be used to establish or reestablish parent-child relationships, teach coping and problem solving skills to the youth, and address specific goals in the COPE individual/family case plan or specific goals in the Crossover Unit case plan or any additional goals set forth by the CONTRACTOR.

- 7.5 Sessions will be scheduled weekly, unless CONTRACTOR deems it appropriate to modify frequency.
- 7.6 All sessions will be completed within nine (9) months of the initial intake session.
- 7.7 CONTRACTOR will notify the COPE and/or Crossover Manager within forty-eight (48) hours when the number of sessions is decreased due to either lack of progress in therapy or termination of therapy.
- 7.8 At no time shall the number of sessions provided per client exceed twelve (12) unless CONTRACTOR obtains written authorization from Department.
- 7.9 CONTRACTOR will provide a weekly progress report using a form supplied by the Department. These progress reports will address the youth and/or their family's compliance in keeping appointments and report and failure to appear for scheduled appointments. The therapist will also provide any information on the youth's progress with therapy.
- 7.10 CONTRACTOR will provide a final progress report that will include outcome information that will include a diagnosis and current Global Assessment of Functioning (GAF) within forty-eight (48) hours after the final therapy session.

ATTACHMENT B
FEE SCHEDULE

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

Art therapy\$65 per hour

**PROFESSIONAL SERVICES
AGREEMENT/CONTRACT**

BETWEEN

TRAVIS COUNTY

AND

SYLVAN J. FLUHARTY, M.S., ATR-BC

FOR

TRAUMA FOCUSED THERAPY

**COLLABORATIVE OPPORTUNITIES FOR POSITIVE EXPERIENCE
(COPE) PROGRAM & CROSSOVER UNIT**

CONTRACT NO. 4400001198



Travis County Purchasing Office

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STATE OF TEXAS §

COUNTY OF TRAVIS §

**PROFESSIONAL SERVICES AGREEMENT
FOR INDIVIDUAL AND FAMILY COUNSELING SERVICES**

This Agreement is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and Sylvan June Fluharty, MS, ART-BC, (the "CONTRACTOR").

WHEREAS, COUNTY desires to obtain the services of a qualified counselor to provide Trauma Focused Therapy for Travis County referred participants of the Collaborative Opportunities for Positive Experiences (COPE) Program & The Crossover Unit, for Travis County and;

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 Nicki Riley or her successor.

1.4 "Parties" mean Travis County and Sylvan June Fluharty, MS, ART-BC

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

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

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

1.5.3 **but does not include**

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

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

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

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

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

1.7 "DIRECTOR" means the Chief Juvenile Probation Officer of Travis County Juvenile Probation Department or her designee.

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.

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

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

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

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

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

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

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

3.11 Professional Licensure/Certification. The CONTRACTOR shall maintain all necessary licenses and certifications related to the Counseling services being provided hereunder. In the event licensure or certification expires, is revoked, suspended, probated, or is canceled, CONTRACTOR shall inform COUNTY of such event within five (5) working days.

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

3.13 Standard of Care. Notwithstanding anything in this Agreement to the contrary, CONTRACTOR shall perform all services and responsibilities required of CONTRACTOR under this Agreement using at least that standard of care which a reasonably prudent licensed counselor in Travis County, Texas would use in similar circumstances. CONTRACTOR warrants the duties within this Agreement shall be

performed in a good and workmanlike manner. Nothing in this Agreement shall be construed to relieve CONTRACTOR of this duty.

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

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

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

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

3.15 Disqualifying Criminal History

3.15.1 CONTRACTOR agrees to provide documentation to DIRECTOR that a criminal background check on every employee, intern volunteer or agent whose duties in connection with this Agreement include direct access to youth referred under this Agreement. To comply with this requirement, a criminal background check shall include a fingerprint-based criminal history search of criminal information databases maintained by the Federal Bureau of Investigation and by the State of Texas and shall have been conducted within two years prior to assignment of services under this Agreement.

3.15.2 CONTRACTOR shall not assign or allow any employee, intern, volunteer, agent, including employees and volunteers of its subcontractors, to provide services to youth referred under this Agreement whose criminal background check reflects a disqualifying criminal history. To comply with this requirement, a disqualifying criminal history includes: any felony conviction or deferred adjudication within the past ten (10) years; any jailable misdemeanor conviction or deferred adjudication within the past five (5) years; any current felony or jailable misdemeanor deferred adjudication, probation or parole; or the requirement to register as a sex offender.

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

The Contractor certifies, by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor shall include this certification requirement in all subcontracts to this contract that exceed \$100,000.00.

Form is provided as Attachment E

3.17 CONTRACTOR certifies that the individual or business entity named in this Agreement is not ineligible to receive the state funds or specified grant or payment under Section 231.006 of the Texas

Family Code and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

3.18 Financial Reporting. Upon request, CONTRACTOR shall provide COUNTY copies of profit and loss statements, annual financial statements, audit reports, and other financial records and reports that may be requested by COUNTY. COUNTY shall have the right to conduct onsite review of CONTRACTOR'S financial records and source documents.

3.19 CONTRACTOR is hereby notified that state funds may be used to pay for services rendered to Travis County Juvenile Probation. For this reason, CONTRACTOR shall account separately for the receipt and expenditure of all funds received as payment under this Agreement, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds. Contractor agrees to provide County an independent financial audit of all state funds received under this Contract at least once a year. The audit shall be prepared in accordance with Generally Accepted Auditing Standards and any other audit requirements of County or TJJD.

3.20 Monitoring. COUNTY shall have the right to conduct periodic financial and programmatic monitoring of CONTRACTOR. CONTRACTOR agrees to cooperate fully with COUNTY'S monitoring activities.

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 <u>Not to exceed amount:</u> | N/A-As needed Basis |
| 4.1.2 <u>Additional Fees:</u> | None. |

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

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

4.4 Invoicing. CONTRACTOR shall submit invoicing to COUNTY on a monthly basis and each invoice shall contain the name of each client served by CONTRACTOR, the type and date of service provided by CONTRACTOR, the total hours of service provided by CONTRACTOR, the fee assessed for each service provided by CONTRACTOR and the total amount of payment requested for each client. Each invoice submitted by CONTRACTOR to COUNTY shall be signed by CONTRACTOR. Original invoices shall be sent to:

Financial Services
2515 South Congress Avenue.
Austin, Texas 78704.

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

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

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

4.8 Disbursements to Persons with Outstanding Debt.

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

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

4.8.1.2 the debt is paid.

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

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

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

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

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

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

5.0 RECORDS CONFIDENTIALITY AND ACCESS

5.1 Confidentiality. CONTRACTOR shall establish a method to secure the confidentiality of records and other information relating to services provided under this Agreement 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.

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 Director with a copy to the Purchasing.

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

7.0 OTHER PROVISIONS:

7.1 INDEMNIFICATION. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY CONTRACTOR, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY CONTRACTOR UNDER THIS CONTRACT.

7.2 Copyrights, Patents & Licenses. CONTRACTOR represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) the COUNTY shall not be liable for any infringement of those rights and any rights granted to the COUNTY shall apply for the duration of this Agreement. CONTRACTOR 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 If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or does business with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CONTRACTOR shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Agreement, provided, however, that this section may be waived by Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

7.7 Entire Agreement

7.7.1 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
- 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):

Estela Medina (or her successor)
Chief Juvenile Probation Officer
Travis County Juvenile Probation Department
P.O. Box 1748
Austin, Texas 78767

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

Sylvan June Fluharty, MS, ART-BC
2900 South 1st Street, Apt 422
Austin, Texas 78704

(407) 383-0965

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

7.11 Dispute Resolution - Administration by Purchasing Agent. When the CONTRACTOR and/or COUNTY have been unable to successfully resolve any question or issue related to this COUNTY, 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 Director 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 Director. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

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 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 DIRECTOR.

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 Interpretational Guidelines

7.19.1 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.

7.19.2 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.

7.19.3 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.

7.20 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.

7.21 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.

Sylvan June Fluharty, MS, ART-BC

Travis County

Sylvan J Fluharty, MS, ART-BC

By: Sylvan J Fluharty, MS, ART-BC
Name and Title (Printed)

By: Samuel T. Biscoe
Travis County Judge

Date: 11/15/2012

Date: _____

Approved as to Legal Form By:

Assistant County Attorney

Approved by Purchasing:

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

Attachment A
Scope of Services

CONTRACTOR, Sylvan Fluharty, shall provide professional confidential Art Therapy for youth identified and referred by the Travis County Juvenile Probation Department hereinafter "Department," in coordination with the Collaborative Opportunities for Positive Experience (COPE) Mental Health Court and/or Travis County Juvenile Probation Department Crossover Unit, as described below:

1. Youth will be identified and referred to CONTRACTOR for Art Therapy, by the Department.
2. The Department will designate services that are to be provided to each youth referred and CONTRACTOR will only provide the service(s) as designated.
3. CONTRACTOR will give these youth and their families' priority in scheduling appointments for Art Therapy whenever possible.
4. CONTRACTOR agrees to contact the COPE and/or Crossover Manager within twenty-four (24) hours when a family does not attend a scheduled appointment or a therapy session is cancelled.
5. CONTRACTOR may terminate services with approval from the COPE and/or Crossover Manager, if the family cancels or does not appear at three (3) consecutive scheduled appointments or sessions.
6. CONTRACTOR agrees that no payment will be provided for therapy sessions that do not occur, regardless of advance cancellation or failure to appear by client.
7. When Art Therapy is designated by the Department, then CONTRACTOR shall provide individual or family Art Therapy services to the youth/family participants of COPE and individual sessions with the youth in the Crossover Unit as follows:
 - 7.1 Sessions will be in the CONTRACTOR'S office or community-based setting.
 - 7.2 The first session will be provided within five (5) working days after the initial intake.
 - 7.3 The length of each individual session will be 60 minutes in duration.
 - 7.4 Sessions will be therapeutic in nature with the goal of reducing behaviors related to trauma experienced in the child's past or current trauma that has been conducive to escalating behaviors or the need for increased intervention by the Department. Sessions can be used to establish or reestablish parent-child relationships, teach coping and problem solving skills to the youth, and address specific goals in the COPE individual/family case plan or specific goals in the Crossover Unit case plan or any additional goals set forth by the CONTRACTOR.

- 7.5 Sessions will be scheduled weekly, unless CONTRACTOR deems it appropriate to modify frequency.
- 7.6 All sessions will be completed within nine (9) months of the initial intake session.
- 7.7 CONTRACTOR will notify the COPE and/or Crossover Manager within forty-eight (48) hours when the number of sessions is decreased due to either lack of progress in therapy or termination of therapy.
- 7.8 At no time shall the number of sessions provided per client exceed twelve (12) unless CONTRACTOR obtains written authorization from Department.
- 7.9 CONTRACTOR will provide a weekly progress report using a form supplied by the Department. These progress reports will address the youth and/or their family's compliance in keeping appointments and report and failure to appear for scheduled appointments. The therapist will also provide any information on the youth's progress with therapy.
- 7.10 CONTRACTOR will provide a final progress report that will include outcome information that will include a diagnosis and current Global Assessment of Functioning (GAF) within forty-eight (48) hours after the final therapy session.

ATTACHMENT B
FEE SCHEDULE

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

Art therapy\$65 per hour

ATTACHMENT C
INSURANCE REQUIREMENTS

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

I. General Requirements Applicable to All Contractors' Insurance.

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

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.
- C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.
- E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

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

II. Specific Requirements

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

A. Workers' Compensation and Employers' Liability Insurance

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

B. Commercial General Liability Insurance

1. Minimum limit:
 - \$500,000* per occurrence for coverage A and B with a
 - \$1,000,000 policy aggregate
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket contractual liability for this Contract
 - b. Independent Contractor Coverage
3. The Policy shall also include the following endorsements in favor of Travis County
4.
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. Travis County named as additional insured (Form CG 2010)

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

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

C. Business Automobile Liability Insurance†

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

† **Alternative Insurance Requirement**

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

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

may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

1. Coverage shall be provided with a minimum limit of \$1,000,000 per claim /\$3,000,000 aggregate to cover injury to a child while the child is in the care of Contractor or Subcontractor and to cover negligent acts, sexual harassment, errors, or omissions arising out of Professional Services under this Contract.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date this Contract is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting dates.
3. Subcontractor(s) who are not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than \$5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

ATTACHMENT D
ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

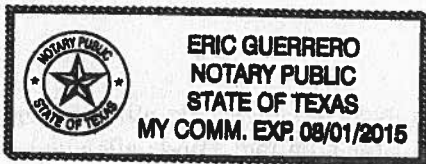
Date: 11/15/12
Name of Affiant: Sylvan J Fluharty, MS, ATR-BC
Title of Affiant: _____
Business Name of Proponent: _____
County of Proponent: Travis County

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.

Sylvan J Fluharty, MS, ATR-BC
Signature of Affiant
2900 S. I 5th St Apt 422 Austin, TX 78704
Address

SUBSCRIBED AND SWORN TO before me by Sylvan J Fluharty on Nov 16, 2012



E. Guerrero
Notary Public, State of Texas
Typed or printed name of notary Eric Guerrero
My commission expires: 8-1-15

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
October 9, 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	Nicki Riley*	
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.	
Interim Chief Information Officer	Tanya Acevedo	
Interim Chief Information Officer	Rod Brown	
Interim Chief Information Officer	Walter Lagrone	
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.....Beth Devery
 Attorney, Health Services Division.....Prema Gregerson
 Purchasing AgentCyd Grimes, C.P.M., CPPO
 Assistant Purchasing AgentMarvin Brice, CPPB
 Assistant Purchasing Agent.....Bonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IV.....CW Bruner, CTP
 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.....Loren Breland, CPPB
 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.....Nancy Barchus, CPPB
 Purchasing Agent Assistant III.....Jesse Herrera, CTP, CTPM, CTCM*
 Purchasing Agent Assistant III.....Vacant
 Purchasing Agent Assistant III.....Vacant
 Purchasing Agent Assistant II.....Jayne Rybak, CTP*
 Purchasing Agent Assistant II.....L. Wade Laursen*
 Purchasing Agent Assistant II.....Sam Francis*
 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.....	Diana Gonzalez ..	12/16/12
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
Chief Information Officer	Joe Harlow	07/31/13
County Auditor	Susan Spataro, CPA	08/31/13
Purchasing Agent Assistant IV.....	George R. Monnat, C.P.M., A.P.P. .	09/26/13

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

ATTACHMENT E

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

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

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

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

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

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

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

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

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

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

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

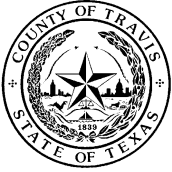
Name of Contractor

Vendor I.D. or Social Security No.

Signature of Authorized Representative

Date

Printed/Typed Name & Title of Authorized Representative



Travis County Commissioners Court Agenda Request

Meeting Date: December 4, 2012

Prepared By/Phone Number: David Walch, 4666; Marvin Brice CPPB

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Contract No. 4400001200; Orion Research and Management Services, for Wildlife Management 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.

Travis County Transportation and Natural Resources manages over 12,000 acres of land classified as parks, open space, and preserves. Travis County is contracting with Orion Research and Management Services for wildlife management services for designated portions of these areas to provide management of deer, feral hog, and exotic ungulate populations.

Section 1.2 of the contract states: The Travis County Commissioners Court hereby orders this Agreement exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4), Texas Local Government Code, as a contract for professional services.

- **Contract Expenditures:** Within the last 12 months \$36,000.00 has been spent against this contract/requirement.
- **Contract-Related Information:**
 - Award Amount: \$36,750.00
 - Contract Type: Professional Services Agreement
 - Contract Period: December 4, 2012 – December 3, 2013

➤ **Funding Information:**

Funds Verification No. 300000387

Funding Account(s):

Comments:

TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E., EXECUTIVE MANAGER



411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
Phone: (512) 854-9383
Fax: (512) 854-4697

October 25, 2012

TO: Cyd Grimes, Purchasing Agent

FROM: Steven M. Manilla , County Executive – TNR/FMD

RE: Purchasing Request Memo for Professional Services Agreement
between Travis County and Orion Research and Management Services

The current Professional Services Agreement between Travis County and Orion Research and Management Services for deer and feral hog management services in designated County-managed Parks and Balcones Canyonlands Preserve tracts expires on December 2, 2012. A new Professional Services Agreement with Orion Research and Management Services will be submitted to Commissioners' Court for approval in November 2012.

Funding for the FY2013 harvest season has been secured under Funds Reservation No. 300000387 and Purchase Order No. 4100000919. This funding totals \$36,750.00 (\$22,050.00 for NREQ and \$14,700.00 for Parks). Please contact Isabelle Lopez (854-7675) if there are any questions regarding the financial arrangements.

Rose Farmer, Natural Resources Program Manager (854-7214) is the NREQ point of contact for details regarding the oversight of this program.

Please let us know if there are any questions and thank you for your help.

CC: David Walch, Purchasing
Marvin Brice, Purchasing
Donna Williams-Jones, TNR
Isabelle Lopez, TNR
Rose Farmer, TNR NREQ
Linda Laack, TNR NREQ
Roger Armistead, TNR, Parks
Charles Bergh, TNR Parks

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
 §
 County OF TRAVIS §

This Agreement is made and entered into by and between Travis County, Texas, ("County") and Orion Research and Management Services, a Texas non-profit organization organized and operating in the State of Texas ("Contractor"), together, the "Parties."

WHEREAS, County desires to contract with a professional wildlife management firm to provide management of deer, feral hog, and exotic ungulate populations through actions and strategies that are focused on public safety and are consistent with sound biological management practices; and

WHEREAS, the Parties agree that the services provided by Contractor will enhance and improve the process by which free-ranging white-tailed deer are harvested from Travis County-owned and Travis County-managed lands and subsequently donated to Caritas of Austin for the purpose of feeding low-income families in local central Texas communities, pursuant to a separate agreement with Caritas of Austin and other Texas agencies participating in the "Hunters for the Hungry" program; and

WHEREAS, Contractor and the employees of Contractor have the ability, expertise, experience, and all necessary permits, licenses, and certificates to furnish such professional services.

NOW, THEREFORE, County and Contractor agree as follows:

I. INDEPENDENT CONTRACTOR

1.1 County and Contractor expressly acknowledge and agree that:

- (a) Contractor is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations, and liabilities applicable to it as an independent contractor;

- (b) no employee of Contractor shall be considered an employee of County, or gain any rights against County pursuant to County's personnel policies;
- (c) no employee of Contractor shall claim any benefits from County other than the payments set forth in this Agreement;
- (d) none of Contractor's employees have a contractual relationship with County;
- (e) the relationship of the Parties is an independent contractor relationship and is not and shall not be construed or interpreted to be a partnership, joint venture, or agency.
- (f) Contractor does not have the authority to enter into any contract in the name of County or otherwise bind County in any way without the express written consent of County, and County does not have the authority to enter into any contract in the name of Contractor or otherwise bind Contractor in any way without the express written consent of Contractor.

1.2 The Travis County Commissioners Court hereby orders this Agreement exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4), Texas Local Government Code, as a contract for professional services.

II. AUTHORITY OF THE TRAVIS COUNTY PROJECT MANAGER

2.1 The Program Manager of the Travis County Transportation and Natural Resources Department's Natural Resources and Environmental Quality Division (the "Project Manager") will act on behalf of the County with respect to the work to be performed under this Agreement. The Project Manager shall have complete authority to interpret and define County's policies and decisions with respect to Contractor's services.

2.2 The Project Manager may designate representatives to transmit instructions and receive information. The Project Manager shall supervise the performance of Contractor's services under this Agreement and Contractor shall cooperate fully with the Project Manager in the performance of such services.

2.3 In the event of any dispute arising out of the performance of Contractor's services specified in this Agreement, the decision of the Project Manager shall be final and binding; provided, however, Contractor may appeal the Project

Manager's decision, in writing, to the Travis County Commissioners Court, which has final authority to affirm, reverse or modify the Project Manager's decision.

III. SCOPE OF SERVICES

3.1 Contractor's basic services shall consist of all elements of work and preparation required to provide the necessary deer, feral hog, and exotic ungulate population management services on various tracts of County-managed preserve land, as described in the Scope of Services attached hereto as **Exhibit 1** and made a part hereof for all purposes (the "Services"). Contractor shall perform the Services in a satisfactory manner as determined by County.

3.2 In performing the Services, Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, guidelines, permitting and licensing requirements, and established goals pertaining to the Services, including without limitation the following:

- (i) the Bill Emerson Good Samaritan Food Donation Act, 42 U.S.C. § 1791;
- (ii) the Good Faith Donor Act, Tex. Civ. Prac. & Rem. Code § 76.002 et seq.;
- (iii) the terms and conditions of the U.S. Fish and Wildlife Service ("USFWS") regional 10(a)(1)(B) permit jointly held by Travis County and the City of Austin;
- (iv) all terms and conditions, policies and procedures comprising the Balcones Canyonlands Preserve ("BCP") Land Management Plan;
- (v) rules, regulations, and guidelines promulgated by the Texas Parks and Wildlife Department ("TPWD"), including possession of a valid TPWD-issued Scientific Collection Permit, a TPWD-issued Hunting License, and proof of TPWD (or equivalent) Hunter Education Certification that meets International Hunter Education Association standards;
- (vi) rules, regulations, and guidelines promulgated by the Lower Colorado River Authority; and
- (vii) the Wildlife Management Program goals established by the Travis County Natural Resources.

IV. COORDINATION WITH COUNTY

4.1 Contractor agrees to and shall cooperate to the greatest extent possible with County officials and staff and other entities as reasonable and necessary and as required by the Project Manager in the performance of the services to be rendered under this Agreement.

V. COMPENSATION

5.1 The County will pay Contractor by check or warrant as follows for Contractor's satisfactory performance of the Services upon Contractor's submission of an invoice that complies with Section 5.5: County shall pay Contractor the sum of TWO HUNDRED FORTY-FIVE AND NO/100 DOLLARS (\$245.00) per white-tailed deer and ONE HUNDRED EIGHTY AND NO/100 DOLLARS (\$180.00) per feral hog or other exotic ungulate removed from the County-managed BCP property; however, in no event shall the total amount payable to Contractor in any one year for the removal of deer, feral hogs, and other exotic ungulates from the BCP property exceed the sum of TWENTY-TWO THOUSAND FIFTY AND NO/100 DOLLARS (\$22,050.00), representing a total not to exceed 90 animals removed from that property, no more than 20 of which can be feral hogs and other exotic ungulates as specified in the Scope of Services. Amounts exceeding this limit shall require the prior approval of the Travis County Commissioners Court.

5.2 As described in the Scope of Services, County shall have the option to expand the scope of this Agreement by requesting Contractor to perform deer population management services on Travis County-managed Parks in consideration of which County shall pay Contractor the same sum (\$245.00 per removed deer). In no event shall the total amount payable to Contractor in any one year exceed the sum of FOURTEEN THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$14,700.00), representing a total not to exceed sixty deer removed from Travis County- managed Parks. Amounts exceeding this limit shall require the prior approval of the Travis County Commissioners Court.

5.3 County shall not be responsible for any payments under this Agreement if the Services are not performed to County's satisfaction.

5.4 Contractor and its employees are responsible for reporting all federal, state and city tax liabilities, social security obligations, and any other taxable matters associated with the Services performed under this Agreement and shall be solely obligated to pay any and all taxes related to compensation paid to Contractor.

5.5 County shall pay Contractor within 30 days of receipt of an invoice from the Contractor that includes at least the following information:

- (a) the date of service,
- (b) the number and kind of removed animals,
- (c) a brief description of the services rendered; and
- (d) if any venison donation was delivered to Hudson Sausage Company or an alternate meat processor designated by the County, the date(s) of delivery. Invoices shall be submitted as provided in the Scope of Services.

- 5.6 Payment shall be deemed to have been made on the date of mailing of the check or warrant. County will pay interest on overdue payments in compliance with Chapter 2251 of the Texas Government Code.
- 5.7 Unauthorized Invoicing. County is not liable for any of the following:
- 5.7.1 costs incurred or performances rendered by Contractor before or after the Contract term,
 - 5.7.2 expenses not billed to County within the applicable time limits in this Contract, or
 - 5.7.3 any costs for activities not included as Services.
- 5.8 Return of Overpayment. Contractor is liable to County if and when County determines that a payment has resulted in overpayment. Contractor shall repay the overpayment to County within 30 days after County requests a repayment. If Contractor does not repay the overpayment within 30 days, County may offset the amount of any overpayment against the next amount payable to Contractor under this or any other contract.

VI. PERIOD OF SERVICE; TERMINATION

6.1 This Agreement shall be effective upon full execution and shall remain in effect for a period of one year, unless sooner terminated as provided herein (the "Initial Term"). County may unilaterally extend the term of this Agreement for three additional one-year periods (each an "Option to Extend" or collectively the "Options to Extend"), during which periods (each an "Option Term") all provisions hereof, except for term, shall remain unchanged and in full force and effect. County shall exercise an Option to Extend at least 60 calendar days prior to expiration of the Initial Term or of the immediately preceding Option Term. County shall have the right to exercise all or a portion of the Options to Extend as it deems necessary.

6.2 County shall have the right to terminate this Agreement, in whole or in part, at any time before termination of the Initial Term, or any Option Term, by providing Contractor with at least 30 days' written notice.

6.3 Termination for Default. Notwithstanding any provision to the contrary, either party may terminate this Contract for the failure of the other party to perform any material provision of this Contract by delivering Notice of termination for default. A party may not terminate for default if the party was a contributing cause of the failure to perform. The Contract terminates immediately when the defaulting

party receives that Notice. If County terminates this Contract, County is not liable for any loss of profits anticipated by Contractor.

VII. LIABILITY; INDEMNIFICATION AND CLAIMS NOTIFICATION

7.1 Contractor shall act as a fiduciary in its relationship with County. Any funds received by Contractor during the performance of the services under this Agreement other than the compensation provided for herein shall be turned over to County without deductions for any purpose.

7.2 Contractor shall indemnify, save and hold harmless County, its officers, agents, and employees from any and all claims, demands, causes of action for damages, and all suits in law or equity of whatever kind or nature, including without limitation all expenses of litigation, court costs, and attorney's fees for injury to or death of 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, or invitees, in the execution or performance of this Agreement.

7.3 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 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 Contractor warrants that the Services and all responsibilities of Contractor arising hereunder shall be performed in accordance with the standards customarily provided by an experienced and competent Contractor rendering the same or similar services. Nothing in this Agreement shall be construed to relieve Contractor of this duty.

7.5 Contractor shall maintain at its expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;

- (i) Name County as additional insured, as its interests may appear.
- (ii) Provide County a waiver of subrogation.
- (iii) Provide County with a thirty (30) calendar days advance written notice of cancellation or material change to said insurance.
- (iv) Provide the County a Certificate of Insurance evidencing required coverages within ten calendar days after the date on which this Agreement is fully executed
- (v) Submit an original certificate of insurance reflecting coverage as follows:

Business Automobile Liability

Bodily Injury (Each person)	\$250,000.00
Bodily Injury (Each accident)	\$500,000.00; 1,000,000.00
Property Damage	\$100,000.00

General Liability (Including Contractual Liability and completed operations):
(includes hunting liability)

Bodily Injury	\$500,000.00
Property Damage	\$100,000.00

Excess Liability:

Umbrella Form	Not Required
---------------------	--------------

Worker's Compensation:.....Statutory

Employers Liability:\$250,000.00

VIII. EXPRESS ACKNOWLEDGEMENTS AND WARRANTIES

8.1 Contractor represents and warrants:

(i) that it has thoroughly examined the Scope of Services, the specific requirements set forth therein, and all other contract documents and has made all investigations necessary to be thoroughly informed regarding the Services to be performed hereunder;

(ii) that it is fully satisfied that the Scope of Services and the activities set forth therein accurately describe or indicate that all conditions, site or otherwise, have been taken into account in determining the agreed-upon payments to be made hereunder, and agrees that there will be no increase in compensation based upon Contractor's misunderstanding or lack of knowledge about the intent of this Agreement or the Services to be provided hereunder; and

(iii) that if any services or responsibilities not specifically described in this Agreement are required for the proper performance of the Services, they shall be deemed to be implied by and included within the scope of this Agreement to the same extent and in the same manner as if specifically described herein.

8.2 Contractor expressly acknowledges that this Agreement is a personal or professional services contract and that all duties and responsibilities in it must be performed by Contractor and its employees personally and cannot be assigned or subcontracted without the prior approval of the Travis County Commissioners Court, except as may be specifically provided in this Agreement.

IX. NON-WAIVER OF DEFAULT

9.1 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.

9.2 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.

X. MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

10.1 Contractor agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees performing the Services, together with all documentation for a period of five years after final payment for completed services and all other pending matters concerning this Agreement have been concluded.

10.2 Contractor further agrees that County or its duly authorized representatives shall have access to any and all books, documents, papers and records of Contractor that are directly pertinent to the Services to be performed under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

10.3 Duplication of information and documentation. Contractor agrees to provide copies of information and documentation to County upon written request to Contractor at a cost based on the rates applicable to copies provided pursuant to the Texas Public Information Act.

XI. NOTICE

11.1 Any and all notices required under this Agreement shall be effective upon receipt and shall be in writing and personally delivered or in lieu of such personal service deposited in the U.S. Mail, Certified Mail, return receipt requested, to the following addresses:

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

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

(b) Contractor: Orion Research and Management Services
Attn: Dr. John Cornelius
21 Cedar Trails Drive
Belton, Texas 76513

11.2 The parties may change their respective addresses for notice by delivery of a notice complying with the requirements of this Section.

XII. MISCELLANEOUS

12.1 Venue. Contractor's services shall be performed exclusively in Travis County, Texas, and venue for any action arising hereunder shall lie exclusively in Travis County, Texas.

12.2 Assignment. This Agreement shall be binding upon and inure to the benefit of County and Contractor and their respective successors, executors, administrators and assigns. Neither County nor Contractor may assign, sublet or transfer its interest in or the obligations under this Agreement without the written consent of the other party hereto.

12.3 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.

12.4 Amendment. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be made in writing and shall be approved 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 THE TRAVIS COUNTY COMMISSIONERS COURT.

12.5 Compliance with Applicable Laws. The parties expressly acknowledge and agree that County and Contractor shall comply with the Constitution of the United States and the State of Texas and all federal, state, County, and city laws, rules, orders, ordinances and regulations applicable to performance of this Agreement. Nothing herein shall alter the duty of the parties to comply with applicable requirements of law.

12.6 Funding Out. Despite anything to the contrary in this Agreement, if, during budget planning and adoption, the Travis County Commissioners Court fails to provide funding for this Agreement for the following fiscal year of County, County may terminate this Agreement after giving Contractor thirty (30) calendar days written notice that this Agreement is terminated due to the failure to fund it.

12.7 Taxes. Notwithstanding anything to the contrary herein, if Contractor is delinquent in the payment of property taxes at the time of providing the services rendered under this Agreement, 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.

12.8 Forfeiture of Contract. Contractor shall forfeit all benefits of this Agreement and County shall retain all performance by Contractor and recover all consideration or the value of all consideration paid to Contractor pursuant to this Agreement if Contractor has done business with a Key Contracting Person, as listed in Exhibit 2-A to the affidavit attached hereto as **Exhibit 2** and made a part hereof, during the 365-day period immediately prior to the date of execution of this Agreement by Contractor or does business with any such Key Contracting Person at any time after the date of execution of this Agreement by Contractor and prior to full performance of this Agreement. "Is doing business" and "has done business" mean:

(i) 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

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

but does not include:

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

(iv) any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

(v) 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 this Agreement.

12.9 Conflict of Interest Questionnaire. If required by Chapter 176, Texas Local Government Code, Contractor shall complete, file, and update a Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas Contractor acknowledges that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.

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

12.11 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.

12.12 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 shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

12.13 Disputes and Appeals. The Purchasing Agent acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Agent in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent within ten calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

12.14 Contractor acknowledges that no officer, agent, employee, or representative of County has any authority to change this Contract, to approve assignment of any part of it, or to waive any provision of it unless expressly granted that specific authority by Commissioners Court.

12.15 Return of County Equipment and Access Keys. At the end of this Contract, Contractor shall return property of any kind, including all keys, access cards and other means of access to County buildings and other property that have been provided to it or its staff. Contractor shall not permit its staff to take or retain any County property or any property of County employees.

12.16 Delayed Payment to Contractor with Outstanding Debt.

12.16.1 In section 12.16, "Debt" includes delinquent taxes, fines, fees owing to the state or the County, and indebtedness arising from written agreements with Texas or County for which a notice with evidence has been filed with the County Auditor or Travis County Treasurer.

12.16.2 Section 154.045 of the Texas Local Government Code authorizes County not to draw a check on any County fund in favor of the Contractor, or its agent or assignee until the Debt is paid after the Travis County Treasurer notifies Contractor in writing that the Debt is outstanding.

12.16.3 If the Treasurer’s notice states that any amount owed by the County to Contractor may be applied to reduce the outstanding Debt, County may apply any amount County owes Contractor to the outstanding balance of the Debt.

12.17 Survival of Terms. Conditions and covenants of this Contract which by their terms are performable after the termination of this Contract shall survive such termination and remain fully performable.

12.18 Entire Agreement. This is the sole, entire and integrated Agreement between County and Contractor and supersedes all prior negotiations, representations, or agreements either oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the later date set forth below (the “Effective Date”).

ORION RESEARCH AND MANAGEMENT SERVICES

By: _____

Name:

Title:

Date:_____

TRAVIS COUNTY:

By:_____

Samuel T. Biscoe
Travis County Judge

Date:_____

EXHIBIT 1
SCOPE OF SERVICES
2012-2013 Season

Scope of Services

Purpose

The Travis County Transportation and Natural Resources Department (TNR) manages over 12,000 acres of land classified as parks, open space, and preserves. As stewards of these lands Travis County has monitored and managed white-tailed deer, feral hog, and other exotic ungulate populations on various tracts to ensure the health and sustainability of native wildlife populations. The County's goals are to protect the health and safety of the public, prevent habitat degradation, and maintain healthy and sustainable native wildlife populations.

Contractor must provide professional wildlife management services of white-tailed deer, feral hog, and other exotic ungulate populations through actions that are focused on public safety and that are consistent with sound biological management practices.

In cooperation with Texas Parks & Wildlife Department (TPWD) and the Lower Colorado River Authority (LCRA), Travis County has collected deer population data and managed the deer herds on County Parks since 1993. Census results indicate that a number of these areas have more white-tailed deer than can be sustainably maintained.

Travis County's preserve tracts are managed as a portion of the Balcones Canyonlands Preserve (BCP). This system of lands is managed to meet the terms and conditions of a U.S. Fish and Wildlife Service (USFWS) regional 10(a)(1)(B) permit jointly held by Travis County and the City of Austin. The BCP was established to manage and protect over 30,000 acres of habitat for eight endangered species and 27 species of concern.

The BCP Land Management Plan, approved by the USFWS in January 2008, directs management of the preserve, including control of non-native, nuisance and invasive species. The Land Management Plan directs that deer populations be monitored and maintained at a level that allows for successful recruitment of plant species supporting the species listed in the permit (e.g., the golden-cheeked warbler and the black-capped vireo).

Feral hogs are known to occur in all areas of western Travis County and on tracts throughout the preserve and on some park lands. The BCP Land Management Plan directs that feral hog populations be monitored and managed to support the habitat for species listed in the permit. Populations of feral hogs can damage property and habitat values, and free-ranging hog populations may pose a threat to human health and safety and significantly impact the area's native wildlife. The County's land managers have been directed to actively work to reduce and control feral hog populations in order to reduce the threat of human health and safety concerns, prevent property damage, and minimize impacts to native wildlife and habitat.

In addition to feral hogs, more than 60 species of free ranging exotic ungulates are known to occur in Central Texas. Some of the more common species include axis deer, blackbuck, sika deer, fallow deer, and aoudad. Exotic ungulates occasionally occur in Travis County-owned parks and preserve lands. While exotic ungulates presently occur in small enough numbers to not pose a significant negative impact to habitat conditions, populations of many exotic ungulate species can increase quickly. Therefore land managers have been directed to control exotic ungulates whenever possible to prevent these species from becoming well established and posing a threat to native wildlife and habitat.

In a letter dated November 8, 2001, Travis County was directed by the USFWS to control nuisance deer populations on BCP tracts. USFWS concerns were heightened by studies performed by the University of Texas and supported by land managers demonstrating that no regeneration of vital habitat components is occurring on some Preserve tracts due to the habitat impacts from intense browse pressure and habitat impacts created by current deer and feral hog populations.

The total number of deer, feral hogs, and other exotics to be removed by the Contractor from Travis County BCP tracts will not exceed 90 animals. The total number of deer to be removed from Travis County-managed Parks will not exceed 60 animals.

Scientific and Biological Justification

Under the guidance of TPWD, Travis County staff collects deer population data on certain park and preserve tracts in the late summer in an effort to determine the current status of the white-tailed deer population on each of these tracts.

Census results from past years have indicated that most park and preserve tracts host a deer population exceeding the carrying capacity for songbird habitats. TPWD recommends population levels of 1 deer to 15-20 acres for effective songbird habitat management, and some research indicates that population levels of 1 deer per 25 to 40 acres may be necessary to achieve adequate hardwood forest regeneration. Deer harvest recommendations for the 2012-2013 season will be made following the collection of deer population data in late summer 2012. Under the guidance of TPWD, Travis County staff will set harvest goals for certain park and preserve tracts.

Management Strategy

The Contractor must coordinate with the Travis County Project Manager for removal of wild free ranging white-tailed deer, feral hogs, and other exotic ungulates in accordance with the Wildlife Management Plan goals established by the County's Natural Resources Program.

The Contractor must provide copies of current valid TPWD-issued Scientific Collection Permits which allow for the removal of white-tailed deer. TPWD does not issue permits or tags for feral hogs or other exotic ungulates, as these animals

are defined as “exotic” under state law and can therefore be taken at any time of year through any legal means by individuals possessing a valid TPWD Hunting License.

In all cases, animal removal must be as discreet and as humane as possible. Any animals taken must be dispatched in a swift, effective, and humane manner. No cruelty will be tolerated. The safety of employees, patrons, and neighbors is the County’s top priority as the County seeks to appropriately manage wildlife populations. The County has made arrangements to donate all venison to Caritas of Austin in cooperation with the Hunters for the Hungry Program for use in providing nutritious meals for needy Travis County residents.

Deer and feral hog populations will continue to fluctuate over time and in response to factors outside the control of park and preserve land managers. By maintaining healthy populations within the land’s carrying capacity, the County will prevent needless suffering of overpopulated and malnourished deer and minimize threats to human health and safety and habitat deterioration caused by feral hogs.

Safety Protocols and Operational Details

The Contractor must comply with the following safety protocols and operational procedures to ensure the safety of staff and the public:

- The safety of staff and the public will always be the first priority with respect to all of Contractor’s management actions.
- Contractor’s management actions must comply with all TPWD rules and regulations that govern the Contractor’s Scientific Collection Permit.
- Contractor’s management actions must be consistent with and be in furtherance of the goals established by the Travis County wildlife management plan for each tract.
- Contractor must provide Travis County the name, Texas driver’s license number, TPWD hunting license number, and proof of Hunter Education Certification for each harvester.
- Contractor must ensure that each harvester has completed a TPWD (or equivalent) Hunter Education course that meets International Hunter Education Association standards.
- Deer, feral hog, and other exotic ungulate management actions shall be implemented only between early October and late February of each year in which this Contract is in effect.
- Only white-tailed deer, feral hogs, and other exotic ungulates will be taken.
- The Contractor must record the following information for each animal taken and provide it to the Transportation and Natural Resources Department by March 15 of each year this contract is in effect: day of kill; the Park or BCP tract where the kill occurred; live body weight; field dressed body weight; estimated age (by tooth-wear method); sex; if female: lactation and pregnancy status; and if male: number of tines (R and L), basal diameter of antlers, and antler main beam length.

- The Contractor will provide Travis County with a current map and/or coordinates of each blind, feeder, and hog trap that the Contractor sets on Travis County-owned or Travis County-managed lands.
- The Contractor will be responsible for providing all needed equipment including but not limited to firearms and ammunition.
- The Contractor will be responsible for providing any needed feed corn or other appropriate bait.
- Food plots are not permitted on Travis County properties, and corn, cottonseed, and commercially available deer blocks are the only permitted baits. Any other type of bait is prohibited without the prior written approval of the Project Manager.
- No clearing, trimming or any alteration of vegetation is permitted unless approved in advance by the Project Manager.
- The Contractor must notify the Travis County Sheriff's Office, TPWD Game Wardens, and the Program Manager before any animal harvesting takes place.
- Every harvest location will be established with a secure fire zone and suitable backstop (e.g., hillside or canyon wall).
- Firearms in the field will not be loaded until harvesters are in designated safe-fire zones.
- The safety on each loaded firearm will remain engaged until the target has been verified.
- No shot will be fired unless the target and what lies beyond the target are clear.
- Vision and hearing protection are required for use by harvesters.
- Firearms will not be discharged on County-managed property outside of identified safe fire zones.
- Traps baited for feral hogs will be inspected daily when in operation.
- Trapped feral hogs will be dispatched as swiftly and humanely as possible.
- Feral hog traps will not be set in locations or during weather periods that may cause trapped animals to become unduly stressed.
- Travis County may make available for Contractor's use the following items: up to 10 deer feeders, two enclosed elevated box blinds, four two-person ladder-style tree stands and one 10' tripod seat.
- All animals taken will be dispatched in a quick and humane manner. No cruelty will be tolerated.
- Any ill or injured animal will be dispatched as swiftly and humanely as possible, and with every effort to ensure the safety of staff and the public. When and if possible, animals requiring euthanization will be moved to a safe area, out of public view, and dispatched quickly and with every effort to minimize suffering. No cruelty will be tolerated.
- All transport and handling of animals will be undertaken in a respectful manner.
- Antlers shall be removed from all deer and destroyed, legally disposed of, or conveyed to TPWD Biologists or Game Wardens at the time the animal

- is field-dressed. No male deer are to be transported to the processor or held in storage with antlers intact.
- Contractor will be responsible for field dressing and maintaining field dressed deer carcasses that have food value in refrigerated storage suitable to maintain the deer in an edible condition until Contractor delivers the carcasses to the Hudson's Sausage Company and/or alternate meat processor designated by the County so that the deer can be donated to the Hunters for the Hungry Program to help provide nutritious meals for needy residents of Travis County.
 - Contractor shall abide by the federal Bill Emerson Good Samaritan Food Donation Act, 42 U.S.C. § 1791 and the Good Faith Donor Act, Tex. Civ. Prac. & Rem. Code § 76.002 et seq., by not donating any deer deemed unfit for human consumption.
 - Contractor will provide regular transportation of the harvested deer to Hudson's Sausage Company and/or an alternate meat processor designated by the County in accordance with delivery schedules mutually agreed to in advance by Travis County and Hudson's Sausage Company or an alternate meat processor designated by the County. No harvested deer will be delivered to Hudson's Sausage Company on any of the following dates: any Sunday, Monday, or Tuesday; October 31 through November 6, 2012; November 22, 2012 (Thanksgiving Day) through December 1, 2012; and December 23, 2012 through January 5, 2013.
 - Contractor will notify County's Designated Meat Processor and/or the County's alternate meat processor in advance of any delivery schedule changes or abnormally high-volume deliveries.
 - No meat or any other product (including, but not limited to antlers, bones, hair, hides, skulls, teeth, etc.) resulting from Contractor's management actions may be sold by Contractor or by any Travis County staff member. Contractor may collect various tissue, blood samples, bone samples, or other materials allowable under the Contractor's Scientific Collection Permit and as dictated by the various scientific studies for which the Contractor is providing samples. Contractor must ensure that all other non-edible by-products will be safely and legally disposed of.

Payment

- For animals in the Balcones Canyonlands Preserve, Travis County will pay the Contractor \$245 for white-tailed deer removed and \$180 for each feral hog or other exotic ungulate removed for a total not to exceed 90 animals, of which no more than 20 can be feral hogs or other exotic ungulates. Notwithstanding any provision to the contrary, the maximum amount that Travis County will pay for removal of animals from the BCP is \$22,050.
- If the Travis County Parks Division chooses to exercise its option to utilize Contractor to manage deer at Travis County-managed Parks, the Parks

Division will provide \$245 per animal removed for a total not to exceed 60 deer for a total not to exceed \$14,700.

- Contractor shall invoice Travis County once harvest recommendations are met or when the prescribed time period is completed, whichever is first.

EXHIBIT 2
ETHICS AFFIDAVIT

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

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Contractor to make this affidavit for Contractor.
2. Affiant is fully cognizant of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Contractor has received the list of key contracting persons, which is attached to this affidavit as Exhibit 2-A.
5. Affiant has personally read Exhibit 2-A.
6. Affiant has no knowledge of any key contracting person on Exhibit 2-A with whom the Contractor is doing business or has done business during the 365-day period immediately prior to the date of this affidavit.

Signature of Affiant

Address

SUBSCRIBED AND SWORN to before me by _____ on
_____, 20____.

Notary Public, State of Texas
Typed or printed name of notary:

My commission expires: _____

EXHIBIT 2-A
LIST OF KEY CONTRACTING PERSONS
October 26, 2012

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	Cheryl Aker	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse).....	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse).....	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Karen Huber	
Commissioner, Precinct 3 (Spouse).....	Leonard Huber	Retired
Executive Assistant	Garry Brown	
Executive Assistant	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	Nicki Riley*	
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.	
Interim Chief Information Officer	Tanya Acevedo	
Interim Chief Information Officer	Rod Brown	
Interim Chief Information Officer	Walter Lagrone	
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.....	Elizabeth Winn	
Attorney, Transactions Division.....	Mary Etta Gerhardt	
Attorney, Transactions Division.....	Barbara Wilson	

Attorney, Transactions Division Jim Connolly
 Attorney, Transactions Division Tenley Aldredge
 Director, Health Services Division Beth Devery
 Attorney, Health Services Division Prema Gregerson
 Purchasing Agent Cyd Grimes, C.P.M., CPPO
 Assistant Purchasing Agent Marvin Brice, CPPB
 Assistant Purchasing Agent Bonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IV CW Bruner, CTP
 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 Loren Breland, CPPB
 Purchasing Agent Assistant IV John E. Pena, CTPM
 Purchasing Agent Assistant IV Rosalinda Garcia
 Purchasing Agent Assistant IV Angel Gomez*
 Purchasing Agent Assistant III Shannon Pleasant, CTPM*
 Purchasing Agent Assistant III David Walch
 Purchasing Agent Assistant III Michael Long, CPPB
 Purchasing Agent Assistant III Nancy Barchus, CPPB
 Purchasing Agent Assistant III Jesse Herrera, CTP, CTPM, CTCM*
 Purchasing Agent Assistant III Sydney Ceder*
 Purchasing Agent Assistant III Vacant
 Purchasing Agent Assistant II Jayne Rybak, CTP*
 Purchasing Agent Assistant II L. Wade Laursen*
 Purchasing Agent Assistant II Sam Francis*
 HUB Coordinator Sylvia Lopez
 HUB Specialist Betty Chapa
 HUB Specialist Jerome Guerrero
 Purchasing Business Analyst Scott Worthington
 Purchasing Business Analyst Jennifer Francis

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Purchasing Agent Assistant IV.....	Diana Gonzalez.....	12/16/12
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
Chief Information Officer.	Joe Harlow	07/31/13
County Auditor	Susan Spataro, CPA.....	08/31/13
Purchasing Agent Assistant IV.....	George R. Monnat, C.P.M., A.P.P..	09/26/13

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

Funds Reservation 300000387

General Data			
Document type	OT	Document type	030
Company code	1000	Document date	10/05/2012
FM area	1000	Posting date	10/05/2012
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	LOPEZI	Created on	10/05/2012
Last changed by	LOPEZI	Last changed	10/05/2012
More Data			
Text	Wildlife Mgmt Svs-(Deer,feral hogs,) BCCP & Parks		
Reference			
Overall Amount	23,515.00 USD		

Document item 001			
Text	BCCP-GF		
Commitment item	511900	Funds center	1490120001
Fund	0001	G/L account	511900
Cost center	1490120001	Due on	
Vendor		Customer	
Amount	11,947.00 USD		

Document item 002			
Text	BCCP-BCP		
Commitment item	511900	Funds center	1490120115
Fund	0115	G/L account	511900
Cost center	1490120115	Due on	
Vendor		Customer	
Amount	5,563.00 USD		

Document item 003			
Text	Parks		
Commitment item	511900	Funds center	1490220001
Fund	0001	G/L account	511900
Cost center	1490220001	Due on	
Vendor		Customer	
Amount	6,005.00 USD		



Travis County Commissioners Court Agenda Request

Meeting Date: December 4, 2012

Prepared By/Phone Number: Gary D. Martin, Ass't. County Attorney 854-9510

Elected Official: Ron Davis, Precinct 1 Commissioner

Commissioners Court Sponsor: Ron Davis, Precinct 1 Commissioner

AGENDA LANGUAGE: Consider and take appropriate action to approve a Possession and Use Agreement between Frederic A. Bittner, owner and Travis County regarding Parcel 2 of the Jesse Bohls Road and Bridge Improvement Project.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The Possession and Use Agreement provides for payment of 90% of the approved value and damages owed to the landowner and provides for the County's immediate use of the property and construction of the project without the delays otherwise caused by the pending condemnation action.

STAFF RECOMMENDATIONS:	Approval
ISSUES AND OPPORTUNITIES:	N/A
FISCAL IMPACT AND SOURCE OF FUNDING:	Project funds
REQUIRED AUTHORIZATIONS:	

Officials and departments affected or involved:

- Ron Davis Pct. 1, Commissioner
- Steven Manilla TNR
- Gregory Chico TNR, Right of Way
- Dee Heap TNR, Right of Way
- Mo Mortazavi TNR, Engineer and Project Manager
- Kevin Morse Ass't County Attorney, Director, Eminent Domain
- Felicitas Chavez Exec. Ass't to Commissioner Davis
- Deone Wilhite Exec. Ass't. to Commissioner Davis
- Sue Spears Exec. Ass't. to Commissioner Davis



Travis County Commissioners Court Agenda Request

Meeting Date: December 4, 2012

Prepared By/Phone Number: Gary D. Martin, Ass't. County Attorney, 854-9510

Elected Official: Ron Davis, Precinct 1 Commissioner

Commissioners Court Sponsor: Ron Davis, Precinct 1 Commissioner

AGENDA LANGUAGE: Consider and take appropriate action to approve a Possession and Use Agreement between Allen Wayne Vorwerk, owner and Travis County regarding Parcels 1 and 1E of the Jesse Bohls Road and Bridge Improvement Project.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The Possession and Use Agreement provides for payment of 90% of the approved value and damages owed to the landowner and provides for the County's immediate use of the property and construction of the project without the delays otherwise caused by the pending condemnation action.

STAFF RECOMMENDATIONS:	Approval
ISSUES AND OPPORTUNITIES:	N/A
FISCAL IMPACT AND SOURCE OF FUNDING:	Project funds
REQUIRED AUTHORIZATIONS:	

Officials and departments affected or involved:

- Ron Davis Pct. 1, Commissioner
- Steven Manilla TNR
- Gregory Chico TNR, Right of Way
- Dee Heap TNR, Right of Way
- Mo Mortazavi TNR, Engineer and Project Manager
- Kevin Morse Ass't County Attorney, Director, Eminent Domain
- Felicitas Chavez Exec. Ass't to Commissioner Davis
- Deone Wilhite Exec. Ass't. to Commissioner Davis
- Sue Spears Exec. Ass't. to Commissioner Davis



Travis County Commissioners Court Agenda Request

Meeting Date: December 4, 2012

Prepared By: Kurt Nielsen **Phone #:** 854-7218

Division Director/Manager: Charles Bergh

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

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action to approve a License Agreement for Violet Crown Sports Association to hold a bike race at Webberville Park.

BACKGROUND/SUMMARY OF REQUEST:

Violet Crown Sports Association has requested use of our park to conduct a Cyclocross bike race on December 9, 2012 at Webberville Park.

Cyclocross is one of the fastest growing bicycling sports in Texas. Competitors ride heavy-duty road bikes on short courses that consist of grass, dirt and pavement. A unique feature of cyclocross is requiring competitors to hop off their bike and carry it over obstacles, deep sand, or steep inclines. Race courses are usually one to two miles in length, and racers do laps for 20 to 70 minutes.

The United States Cycling Federation sanctions the Webberville Race. There will be certified referees and the event will have liability insurance. This will be the seventh year this event has been held at Webberville Park. The race has become quite popular due to the variety of terrain and will attract several riders from around the region.

STAFF RECOMMENDATIONS:

Staff recommends approval of this licensing agreement.

ISSUES AND OPPORTUNITIES:

This is the seventh year that this bike race has been held at Webberville Park. By formalizing this arrangement we have successfully promoted this form of bicycling event in our county parks on a regular basis. We have created a desirable venue for this type of race during a time of year when normal park visitation is slow. This licensing agreement will help to assure responsible oversight of these events in our parks.

FISCAL IMPACT AND SOURCE OF FUNDING:

There would be no budgetary or fiscal impact associated with this request. Race coordinators will pay normal park fees to rent all three of the park pavilions.

ATTACHMENTS/EXHIBITS:

Licence Agreement
Certificate of insurance
Park Map

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Roxanne Bonner	Asst. County Attorney	County Attorney	854-9415
Charles Bergh	Director	Parks	854-9408
Andy Austin	Organization President		916-5744

CC:

Daniel Chapman	Chief Ranger	Parks	263-9114
Robert Armistead	Division Manager	Parks	854-9831
Kurt Nielsen	District Manager	Parks	854-7218
Jorge Contreras	Supervisor	Parks	276-9770

: :
4501 - Park Svs -

LICENSE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and Violet Crown Sports Association, a Texas nonprofit corporation ("Licensee").

WITNESSETH

THAT WHEREAS, Licensee desires to use certain property located in the Travis County park known as East Metropolitan Park (the "County Park") for the purpose of holding Licensee's "Webberville Cyclocross Race" (the "Event"), and County desires to allow Licensee use of the County Park for such purpose; and

WHEREAS, Licensee fully understands the fragile nature of the habitat of the County Park and intends to fully cooperate and take whatever steps are necessary to minimize all impacts upon the various habitats during Licensee's use of the County Park and to restore the County Park to their original condition after Licensee has completed the Event.

NOW, THEREFORE, County and Licensee, in consideration of the mutual promises herein expressed and the compensation herein agreed to be paid, covenant and agree to and with each other as follows:

I. GRANT OF LICENSE

1.1 County hereby grants a license to Licensee and its employees, agents, sponsors, contractors and suppliers, and to Event participants, to enter and use approved areas within the County Park in connection with the Event (the "License"). Approved areas include those roadways, trails, and park areas, together with their associated rights-of-way, shown on **Exhibit A**, attached hereto and made a part hereof for all purposes. The County Park will remain open to the public during the Event. The License includes the following rights and privileges: (a) during the License Term, as defined in paragraph 2.1, below, the right to hold a bicycle race, which will last approximately 6 hours on Sunday, December 9, 2012 at a location to be approved in advance by the Travis County Parks Division of the Transportation and Natural Resources Department ("the Parks Division"); and (b) the right to pass out fliers to Event attendees and

participants (and to other interested County Park visitors) describing the Event and emphasizing the need to comply with County Park rules and regulations.

1.2 All publicity, promotion and distribution rights arising out of or in connection with the Event, including all exhibition, advertising and exploitation products or services created or produced in connection therewith, shall be the sole property of Licensee or its independent contractors, without exception and in perpetuity, and may be exploited in all media and markets and in all forms, whether known, unknown, or hereafter created. The License includes the right to bring onto the County Park and to utilize thereon personnel, personal property, materials and equipment during the term of the License.

1.3 Licensee agrees to make no structural changes to the County Park. However, the License allows for superficial preparation to be made to the County Park to facilitate Licensee's Event needs, including the right to place temporary signage throughout the licensed areas of the County Park; provided, however, the location and appearance of such signage shall be subject to the pre-approval of the Parks Division, as defined below. Licensee agrees to leave the County Park in the same and as good a condition as when it was received, normal wear and tear excepted as determined by existing County parks policy.

1.4 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing the County Park under this Agreement, including, without limitation, protecting such persons from injury or death and protecting County's property and the property of such persons from loss or damage.

1.5 Licensee agrees to use only designated parking areas, as determined by the Parks Division representative, to transport and park all vehicles and equipment brought into or onto the County Park by Licensee and its employees, agents, independent contractors and suppliers. At no time will Licensee be permitted to bring onto or into the County Park a number of vehicles that exceeds the capacity of the County Park parking lot, as determined by the Parks Division staff in its sole discretion.

1.6 During the License Term, as such term is defined below, Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal County Park business, including the use and enjoyment of the County Park by regular County Park visitors.

II. TERM OF LICENSE

2.1 The License is granted for one day, from approximately 8:00 a.m. until 2:00 p.m. on Sunday, December 9, 2012 (the "License Term"). Licensee

acknowledges and agrees that such date and times are subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary by County.

III. PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall provide, at its own cost and expense:

(i) all utilities such as electricity, water, garbage removal and wastewater during Licensee's use of the County Park;

(ii) a sufficient (as determined by the Parks Division) number of port-a-potties (portable restrooms) into the County Park so as to satisfy the restroom needs of anticipated Event participants, sponsors and attendees/spectators

(iii) all traffic control devices, public notices, and signage determined to be necessary by the Parks Division to aid in notifying the public of the Event, directing traffic and parking vehicles;

(iv) emergency medical personnel through employment of EMS System cleared medics who are certified in CPR and First Aid, as reasonably necessary (to be solely determined by the Parks Division) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement; and

(v) security through employment of Travis County Park Rangers as reasonably necessary (to be solely determined by the Parks Division) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement.

3.2 In addition, all vehicles brought into the County Park for purposes authorized under this Agreement, and all persons entering the County Park for the purpose of participating in, sponsoring, conducting or viewing the licensed activities, will be charged, and Licensee will pay, prior to County Park entry, all normal and customary fees charged to the public.

3.3 With respect to any additional expenses incurred by County above the expenses set forth herein, County shall invoice Licensee for the actual costs so incurred, and Licensee shall remit payment to County for the invoice amounts within thirty (30) days of receipt of invoice(s).

IV. PERMITS

4.1 Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin, the Lower Colorado River Authority, or other governmental entities.

V. CONTROL OF TRAVIS COUNTY

5.1 Licensee and its agents shall at all times obey the direction and commands of the Executive Manager of the Travis County Transportation and Natural Resources Department, or his designees (including the Director of the Parks Division and any and all Travis County Park Rangers), while in the County Parks.

5.2 Licensee agrees to attend a pre-site meeting with TNR representatives if in their sole discretion, determine that such a meeting is necessary prior to commencement of the Event.

5.3 Licensee and its agents shall at all times follow the Travis County Parks Rules, which TNR staff shall provide to Licensee prior to commencement of the activities licensed hereunder.

5.4 Licensee and its agents acknowledge and agree that disorderly conduct or assault, as defined by the Texas Penal Code, will not be tolerated. Such actions include, but are not limited to, abusive, indecent, profane or vulgar language that might cause a breach of the peace, or threatening or causing physical contact with someone else who might consider the contact offensive.

5.5 Any disregard of the directions, restrictions, rules or regulations referenced in this section shall be grounds for immediate revocation of the License by the Executive Manager of the Travis County Transportation and Natural Resources Department, the Director of the Parks Division, or their designated representatives, and such action is expressly authorized herein by the Travis County Commissioners Court.

VI. USE AND REPAIRS

6.1 Licensee shall not use the County Park for any purpose other than that set forth herein. Licensee shall repair or replace any damage to the County Park caused by Licensee.

VII. INDEMNIFICATION

7.1 LICENSEE 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 ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY LICENSEE, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE COUNTY PARK.

7.2 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate, with Travis County named as an additional insured. Licensee has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as **Exhibit B** and made a part hereof.

VIII. SAFETY

8.1 County reserves the right to prohibit persons from entering the County Parks at any time safety may be a concern.

IX. AMENDMENTS

9.1 This Agreement may be amended only by written instrument signed by both County and Licensee. **IT IS ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY TO CHANGE OR AMEND THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT OR TO WAIVE ANY BREACH OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.**

X. NON-ASSIGNMENT OF RIGHTS

10.1 Licensee may not assign this Agreement or any portion or right thereof without the prior written consent of County; provided, however, Licensee shall have the right to grant, assign and transfer all or any part of its right, title and interest in or to rights arising out of or in connection with the Event publicity, promotion or distribution, in whole or in part, including all copyrights, rights of publicity, trademarks and all other legal interests and rights.

XI. NOTICES

11.1 Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery, in writing, or registered

or certified mail, return receipt requested. Notices shall be sufficient if made or addressed as follows:

If to Licensee: Andy Austin, President
Violet Crown Sports Association, Inc.
PO Box 10186
Austin, Texas 78766
(512) 916-5744

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

And: Steven M. Manilla, P.E.
County Executive
Travis County Transportation and
Natural Resources Department
P.O. Box 1748
Austin, Texas 78767

XII. VENUE AND CHOICE OF LAW

12.1 THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, AND THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

XIII. MEDIATION

13.1 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

XIV. ENTIRETY OF AGREEMENT

14.1 This Agreement represents the sole, entire and integrated Agreement between County and Licensee with respect to the subject matter

herein and supersedes all prior negotiations, representations or agreements either oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below.

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

LICENSEE:

By: Andy Austin
Andy Austin, President-Elect, promoter
Violet Crown Sports Association, Inc.

Date: 11/21/2012

EXHIBIT A

Licensed Areas in Webberville Park

← 7



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30.17.41.225N 87.15.41.111W



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EXHIBIT 'A'

EXHIBIT B
INSURANCE CERTIFICATE OF LICENSEE
(to be attached)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/11/2012

Page 1 of 2

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Texas, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C NO. EXT): 877-945-7378 FAX (A/C NO.): 888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company	NAIC # 20281-001
INSURED USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 18731431 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y		79960314	12/31/2011	12/31/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> Y <input type="checkbox"/> N WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)
 Endorsement 80-02-2306: Additional Insured : As required by written contract, certificate holders are named as additional insured for USA Cycling sanctioned/permited events.
 Endorsement 80-02-9301: Event Organizer and/or Promoters are Named Insureds. It shall be a condition of coverage that all organizers/promoters for whom coverage is afforded under this policy execute a USAC event permit application and coverage will be afforded only for the specific event and dates on the permit.

CERTIFICATE HOLDER Travis County, Texas 2399 Park Lane Webberville, TX 78621	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
----------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

AGENCY CUSTOMER ID: HRH18003

LOC#: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Texas, Inc.		NAMED INSURED USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919	
POLICY NUMBER 79960314			
CARRIER Federal Insurance Company	NAIC CODE 20281-001	EFFECTIVE DATE: 12/31/2011	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: Event #2012-3861
Event Name: Webberville Cyclocross
Event Location: Webberville, TX
Event Dates: 12/09/2012
Set-up Date: 12/08/2012

Certificate Holder is an Additional Insured with respects to Event #2012-3861, Webberville Cyclocross, in Webberville, TX on 12/08/2012-12/09/2012, but only with respect to the liability arising out of the Named Insured's Operations.



ITEM 19

Item #:

Travis County Commissioners Court Agenda Request

Meeting Date: 12/04/12

Prepared By/Phone Number: Steve Manilla/854-9429

Department Head/Title: Steve Manilla/County Executive-TNR

Elected/Appointed Official: Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Commissioner: Margaret Gomez Precinct 4
or County Judge

AGENDA LANGUAGE: Consider and take appropriate action on various issues pertaining to County transportation facilities in the vicinity of Circuit of the Americas, in Precinct Four.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

On May 1, 2012 the Court approved a Real Estate Contract with Circuit of the Americas (COTA) to widen and extend Kellam Lane between Elroy Road and Pearce Lane. The Kellam Lane improvements were considered essential to the success of a Traffic Management Plan developed to provide an effective and efficient means for patrons to enter and depart the COTA facility during high attendance events. The Contract included provisions regarding additional right-of-way that may be needed for future road widening and it linked to a proposed Elroy Road/Circuit of the Americas Participation Agreement. The Kellam Road improvements have been completed and TNR presents herein several issues that require Court approval or direction.

STAFF RECOMMENDATIONS:

TNR RECOMMENDATIONS ARE INCLUDED IN THE DISCUSSION OF EACH ISSUE BELOW.

ISSUES AND OPPORTUNITIES:

1) The Real Estate Contract indicates that the County will purchase from COTA the right-of-way (ROW) needed for the Kellam Road improvements (widened to three lanes and extended to Pearce Lane) as well as any additional ROW under COTA's control that may be needed for the future widening of Kellam Road and Elroy Road to four lanes. An Appraisal Report was completed by an appraiser agreeable to the County and COTA for the additional property needed to construct the three lane roadway only. The appraised amount was \$167,211. COTA has indicated acceptance of the values in the Appraisal Report. The Real Estate Contract states that the Commissioners Court will determine the value of the land based upon the Appraisal Report. TNR recommends accepting the appraised value.

2) The ROW Appraisal Report was prepared for the 70' wide right-of-way and easements needed to build Kellam Road with three traffic lanes and extend it to Pearce Lane. It did not include evaluations of the additional property that would be needed to widen Kellam and Elroy to four lane roadways (The ROW would need to be widened to 114'). During the inaugural race it was observed by TNR that the existing roadways adequately met the needs for effectively moving traffic in and out of the COTA facility. As such, TNR does not recommend widening Kellam or Elroy roads because it will not likely provide enough benefit to warrant the additional cost; roughly estimated at \$9M to \$10M. COTA representatives have been asked to agree to eliminate the requirement for the County to purchase the additional ROW for Kellam Road and Elroy Road from COTA and they have agreed.

3) During construction of the Kellam Road improvements COTA encountered a 6" water line owned and operated by Austin Water Utility (AWU) and located within the County's right-of-way. COTA was directed by AWU to relocate the line as needed to achieve minimum groundcover requirements, increase the size of the waterline to 8" diameter for part of its length, and add fire hydrants. TNR did not object to AWU and COTA performing this work in County ROW but COTA was advised that the cost of this work would not be borne by the County. AWU's right to place their waterline in County right-of-way is subservient to the County's right to use the right-of-way for its road. Nevertheless COTA is seeking reimbursement from the County for the \$205,345 cost. TNR does not recommend the County pay for this work.

4) The City of Austin has announced its intentions to annex the COTA facility and portions of County roadways serving COTA. Included in the annexation area is an approximate 3000' section of new Kellam Road. This new section of Kellam Road has not been accepted onto the county maintained system. To avoid complications with the transfer of responsibility for the unaccepted portion of Kellam it should be accepted by the County before the City's annexation takes affect on December 10, 2012. TNR has confirmed that the improvements to Kellam have been completed satisfactorily except for punch list items and revegetation, which is dependent upon the quality of grass growth to be observed next spring. TNR recommends payment o for the 100% completed work that COTA has provided documentation showing payment to its consultants, contractors, and material suppliers. The payment for work not yet completed, up to the Not-To-Exceed amount of \$4,191,815, will be made upon TNR verifying that the work performed by COTA has been completed satisfactorily and COTA has paid the invoices it has received for that work. TNR also recommends payment of \$167,211 for the right-of-way, as discussed in 1), above.

5) Exhibit C in the real Estate Contract states "If Seller conveys to Purchaser at Closing the Kellam 114' and Elroy Land, Seller may receive credit in the amount of the value of the land conveyed towards Seller's cost sharing obligations under the

Elroy Road/Circuit of the Americas Participation Agreement. If the value of the land conveyed exceeds Seller's cost sharing obligations under the Elroy Road/Circuit of the Americas Participation Agreement, Purchaser will pay Seller cash in an amount equal to the Value of land conveyed." Finalization and execution of this Agreement was contingent upon a determination that the widening of Elroy would be needed based upon observations of traffic conditions during the F-1 event. TNR does not believe it is cost-effective to widen Elroy to four lanes and as such a Participation Agreement for this purpose is not needed. TNR recommends no further action be taken towards completing the Elroy Road/Circuit of the Americas Participation Agreement.

6) TNR also observed that there is a need for new or improved pedestrian and bicycle facilities. The widening of Pearce Lane to at least three lanes between COTA Boulevard and SH130 should also be considered. Much of this section of Pearce is in the City limits. TNR recommends beginning negotiations with COTA and the City on facility improvements for pedestrians and bicyclists, Pearce Lane, and other possible improvements mutually agreed upon by all parties.

FISCAL IMPACT AND SOURCE OF FUNDING:

During the FY13 budget process the Court approved PBO's recommendation to provide \$4,300,000 for the construction of Kellam Road improvements and \$250,000 for right-of-way acquisition. These funds were included in CAR and are now available. The total cost to the County for the Kellam Road improvements and right-of-way is \$4,359,026. The \$4,359,026 has been encumbered on funds reservation document 300000436. The funds center is 1498000001 and the GL accounts are 522040 (for \$4,191,815 of roadway improvement costs) and 522060 (for \$167,211 of right of way costs).

To prepare for the F-1 event TNR accelerated the reconstruction and resurfacing of all of McAngus Road and most of Elroy Road. It is anticipated that the un-annexed parts of Kellam Road, Elroy Road, and McAngus Road will need to be monitored more frequently and repaired by TNR as needed to safely accommodate large periodic increases in traffic volumes anticipated for future large events. ROW maintenance operations are also anticipated to be more frequent in the vicinity of COTA prior to large events.

EXHIBITS/ATTACHMENTS:

Real Estate Contract
City of Austin Annexation Map

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
------------------	-------------------	-----	----------

Steve Manilla	County Executive	TNR	854-9429
Tom Nuckols	Assistant County Attny	County Attorney	854-9415
Jessica Rio	PBO	PBO	854-9106
Diana Ramirez	PBO	PBO	854-9106
Nicki Riley	Auditor	Auditor	854-9125

CC:

: :
-



Travis County Commissioners Court Agenda Request

Meeting Date: December 4, 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 from Travis County Health and Human Services and Veterans Service to Pay a \$500 Invoice for Training Although Funds were not Encumbered Prior to Training Taking Place.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Parenting In Recovery (PIR) has made significant accomplishments during its five years in existence. The project has developed strong and effective community collaboration. It has designed and implemented a continuum of services that reduce risk factors associated with maternal drug dependence and has increased the ability of mothers to safely care for their children.

The Office of Children's Services (OCS), part of Travis County Health and Human Services and Veterans Service (TCHHSVS), arranged training on the Treatment of Co-Occurring Disorders for County staff and members of partner organizations involved in the Parenting in Recovery (PIR) project. Carlos Tirado, M.D., taught a three-hour workshop on 2/15/12. The course provided 69 attendees with information on suggested treatment methods for individuals with co-occurring substance dependence and mental health disorders. Participants learned how specific mental health diagnoses may require different substance dependence treatments. Dr. Tirado discussed current medications available for medically-assisted substance dependence treatment and their appropriate use, as well as the status of current research in the field.

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

Funds for this training were not previously encumbered due to a miscommunication between County staff and staff paid by the PIR grant. The OCS director and grant staff have identified the best source of funds to make payment for these services and have forwarded this request for consideration and approval of payment to the Commissioner's Court.

STAFF RECOMMENDATIONS:

Staff seeks approval from the Court to make payment to the provider of this training.

ISSUES AND OPPORTUNITIES:

This training provided valuable information for the county staff and community partners involved in the PIR project.

FISCAL IMPACT AND SOURCE OF FUNDING:

The \$500 will come from the current OCS budget, cost center 1580190001, commitment item 512020. Approving this request will not increase the County Budget.

REQUIRED AUTHORIZATIONS:

Janice Cohoon, Financial Analyst, Travis County Auditor's Office
Diana Ramirez, Analyst, Planning and Budget Office
Mary Gerhardt, Assistant County Attorney



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

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

DATE: November 19, 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: Training payment

Proposed Motion:

Consider and take appropriate action on the request of Travis County Health and Human Services and Veterans Service to pay a \$500 invoice for training although funds were not encumbered prior to the training taking place.

Summary and Staff Recommendations:

The Office of Children's Services (OCS) within Travis County Health and Human Services and Veterans Service (TCHHSVS) arranged a training on the Treatment of Co-Occurring Disorders for county staff and staff of partner organizations involved in the Parenting in Recovery (PIR) project. Carlos Tirado, M.D. taught the three-hour workshop on 2/15/12. The course provided the 69 attendees with information on suggested treatment methods for individuals with co-occurring substance dependence and mental health disorders. Participants learned how specific mental health diagnoses may require different substance dependence treatments. Dr. Tirado discussed what current medications are available for medically assisted substance dependence treatment and when these may be appropriate to use. He also discussed current research on the most effective treatments for dually diagnosed individuals.

The funds for this training were not encumbered beforehand due to a miscommunication between county staff and staff paid by the PIR grant. This oversight was not identified until the PIR semi-annual budget report was submitted to the funder. At that point, grant staff was asked to explore whether Dr. Tirado would agree to his services being provided pro bono. He requested that all possible payment options be pursued on his behalf. Grant staff attempted to identify available grant funds but the FY'12 grant had ended and the best option now is to pay for the training from the OCS General Fund budget. The OCS director has identified the funds and given approval to submit this request for payment to the Commissioner's Court.

Budgetary and Fiscal Impact:

The \$500 will come from the current OCS budget, cost center 1580190001, commitment item 512020.

Issues and Opportunities:

This training provided valuable information for the county staff and community partners involved in the PIR project.

Background:

PIR has made significant accomplishments during the five years it has been in existence. The project has developed a strong and effective community collaboration. It has designed and implemented a continuum of services that reduce the risk factors associated with maternal drug dependence, and has increased the ability of mothers to safely care for their children.

Cc: Andrea Colunga, Director, Office of Children's Services, TCHHSVS
Nicki Riley, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Janice Cohoon, 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, Purchasing Agent Assistant, Travis County Purchasing Office



TRAVIS COUNTY Request for Payment

Upon completion please submit form and backup to
Auditor's Office. Upload spreadsheets can be emailed to AP@co.travis.tx.us

Request Date	Nov 19, 2012	
Reference Number		
Total Amount	\$500.00	
Vendor Number	New	<input checked="" type="checkbox"/> New (attach W9 form)
Vendor Name	Carlos Tirado, M.D.	

Dept Contact Name	John C. Bradshaw
Dept Contact Phone	854-4277

If you have multiple invoices or vendors, you must submit a separate form for each

Request Type and GL Account (select one)

<input type="radio"/> Subscription/Publication	512060	<input type="radio"/> Risk Mgmt Liab (must be paid same wk)	
<input type="radio"/> Notary Fee	511270	<input type="radio"/> Appraisal District Fees	
<input type="radio"/> Certifications/Memberships		<input type="radio"/> Court of Appeals Liab	251080
<input type="radio"/> Law Books	510020	<input type="radio"/> School District Liab	251480
<input type="radio"/> Interest on Judgements	519030	<input type="radio"/> Septic Fees Liab	241030
<input type="radio"/> Utilities		<input checked="" type="radio"/> Other	512020
<input type="radio"/> Court Related Fees		<input type="radio"/> Upload Spreadsheet (non-medical)	attached
<input type="radio"/> Restitution-Juveniles		<input type="radio"/> Foster Parent Reimbursement	
<input type="radio"/> Medical Svcs (juv & adult offenders)			

* If amounts must be split among multiple gl accounts, please note this in the comments section below

Cost Assignment (Fund and Grant only needed for liability payments)

Amount	Cost Center	Internal Order	WBS	Funds Reservation #	Fund	Grant
\$500.00	1580190001				0001	

Comments or special instructions

Treatment of Co-Occurring Disorders training for county staff and staff of partner organizations involved in the Parenting in Recovery project.

11/19/12

Authorized By:

Date:

I hereby certify that the goods or services for which payment is requested hereon have been purchased for governmental use and have been received. To my knowledge, funds are available and payment therefore is hereby requested.

Internal Use Only

Entered By:	
Date:	
Document #:	

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)
Carlos F Tirado MD

Business name, if different from above

Check appropriate box: Individual/
Sole proprietor Corporation Partnership Other ▶ ----- Exempt from backup
withholding

Address (number, street, and apt. or suite no.)
5002 Rollingwood Drive

City, state, and ZIP code
Austin, TX 78746

List account number(s) here (optional)

Requester's name and address (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.

Social security number								
4	6	5	5	5	2	1	1	7
OR								
Employer identification number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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. person (including a U.S. resident alien).

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 ▶ **3/11/12**

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.

U.S. person. 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.

In 3 above, 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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,

Carlos F. Tirado, M.D., M.P.H., F.A.S.A.M.
5002 Rollingwood Drive
West Lake Hills, TX 78746

Parenting in Recovery Program
Attn: Chuck Roper

INVOICE DATE
3/11/12

TAX ID#: 465-55-2117

Invoice # **PIRCFT001**

Professional Services: **Inservice Training at Austin Recovery**

<u>Date</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
2/15/12	3 Hr Inservice on Treatment of Co-Occurring Disorders	3	\$ 500.00
	For professional services rendered		\$ 500.00
	Additional Charges		0.00
	Total amount of this bill		<u>\$ 500.00</u>
	Balance Due		\$ 500.00

Please mail payment to: 5002 Rollingwood Drive, West Lake Hills, TX 78746



Travis County Commissioners Court Agenda Request

Meeting Date: 12/04/2012, 9:00AM, Voting Session

Prepared By/Phone Number: Criminal Court Management, Criminal Justice and Public Safety, Planning and Budget Office

Elected/Appointed Official/Dept. Head: District Judge Julie Kocurek; Roger Jefferies, County Executive for Criminal Justice Planning; Leslie Browder, County Executive Planning and Budget

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on request from Travis County District and County Judges to support the creation of two additional criminal courts in the upcoming 83rd legislative session, including:

- A. A report on projected need for additional criminal courts
- B. A report on the fiscal impact of additional criminal courts

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The Criminal Courts District and County Court at Law Judges request the support of the Commissioners Court for the creation of two new general jurisdiction courts in the upcoming legislative session. At the Commissioners Court meeting on October 23, 2012, several questions arose related to this request, and the Judges plan to respond to those questions, which focused in two areas:

1. The projected 10-year forecast for the addition of new courts
2. The fiscal impact of two additional criminal courts, and the specifically with regards to the potential of revenue caps

Roger Jefferies, County Executive over Justice and Public Safety, will present the department's 10-year forecast for the addition of new courts. Leslie Browder, Planning and Budget County Executive, and Leroy Nellis, Budget Director in transition, will address the fiscal impact of adding new courts. Deece Eckstein, Intergovernmental Relations Coordinator, will discuss the outlook for the upcoming legislative session, including the issue of potential caps on local property tax revenue. Presiding Judge Julie Kocurek will be available to answer any questions concerning the justification for new courts, as well as address the willingness of the Criminal Court Judges to delay implementation of the new courts based on funding or space issues should any significant concerns materialize as planning for the new courts progresses.

Included in the back up to this agenda item is a letter signed by all of the Criminal Court Judges indicating their support of an implementation delay, should that become an issue in the future. Also included is a report on the projected need for additional

criminal courts over the next ten years prepared by Criminal Justice and Public Safety planning staff, and a memorandum from the Planning and Budget Office that summarizes the results of their fiscal and funding analysis. The Judges and staff will be prepared to present a Powerpoint presentation at the meeting on December 4, 2012, which will summarize the results of the back-up materials posted with this agenda item.

STAFF RECOMMENDATIONS:

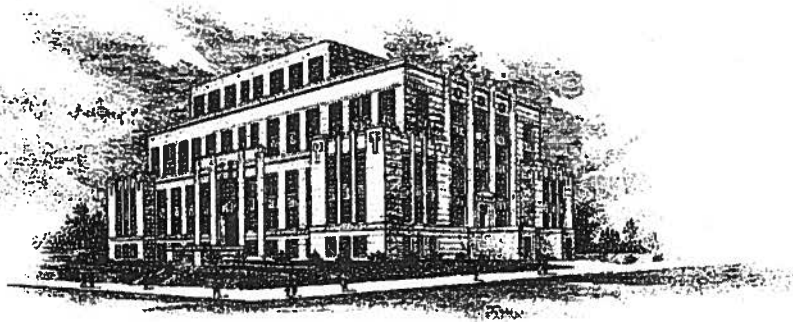
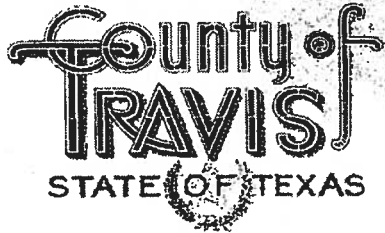
Authorize the Intergovernmental Affairs Coordinator to reflect the support of the Commissioners Court in the County's legislative plan for the upcoming session that would include seeking authority for the creation of two additional criminal courts in 2015.

FISCAL IMPACT AND SOURCE OF FUNDING:

See attached fiscal and funding analysis.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office



November 8, 2012

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

RE: Criminal Court Judges' Request for Travis County's Legislative Support for New Courts-Agenda Item November 20, 2012

Dear Judge and Commissioners,

On October 11, 2012, the Criminal Court Judges discussed with you our need for new courts in the near future based on caseload and population projections. We appreciate your willingness to hear our proposal for two new general jurisdiction courts effective January 2015.

Following the work session, on October 23, 2012, we requested that the Court add the creation of two new criminal courts to the upcoming legislative agenda (Item #29). During the discussion, several matters were

raised that we would like to address. Two issues appeared to be of concern:

First, whether there will be space available in the Criminal Justice Center for the two new courts in 2015.

Second, whether Travis County will have the funds available to fund these.

The Judges discussed this at length. While we believe new courts are necessary for the effective administration of justice in Travis County and in an ideal situation be operational by January 2015, *the Judges unanimously agree and understand that the implementation of these two new courts are completely dependent on available space AND upon your decision to approve funding. We understand that both of these conditions must be fulfilled before these courts can be operational. As a reminder, the last two courts that were created in Travis County were not implemented immediately after their legislative creation date for various reasons; at least one of which included space constraints.*

The reasons that we came forward at this time were to allow sufficient time for adequate space planning and to ensure the Court was educated as to the costs involved. We are fully committed to working with the Commissioners Court and all other critical departments during the planning and implementation phases of these new courts.

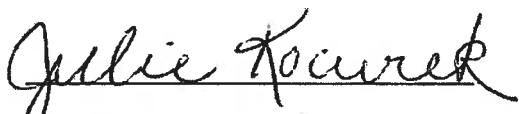
Concerning the other questions raised on October 23, the County Auditor and the Planning and Budget Offices are planning to discuss potential revenue caps and a county-wide 5-year projection during a follow-up voting session on November 20, 2012. Also on that date,

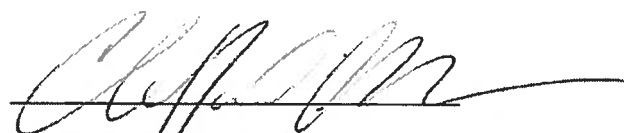
Criminal Justice Planning and the Judges will provide information on a 10-year projection plan for the Criminal Courts.


Finally, since the courts and the services they provide are a constitutionally mandated function, we feel strongly that we must inform you that we believe these new courts are necessary to ensure that justice is administered fairly and timely in Travis County. We look forward to meeting with you again on November 20, 2012.

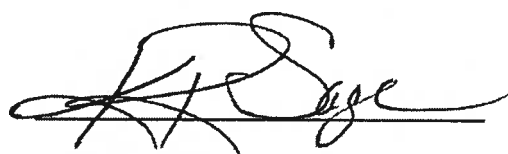
Thank you for your consideration and attention regarding this important matter.

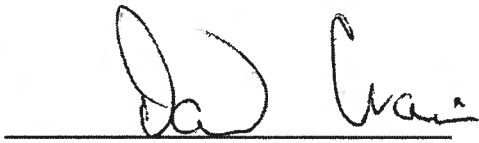
Respectfully Submitted on this 8th day of November, 2012


Julie Kocurek, Presiding Judge
Judge, 390th District Court

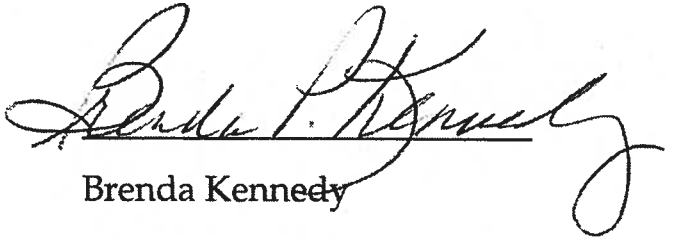

Clifford Brown
Judge, 147th District Court


Mike Lynch
Judge, 167th District Court

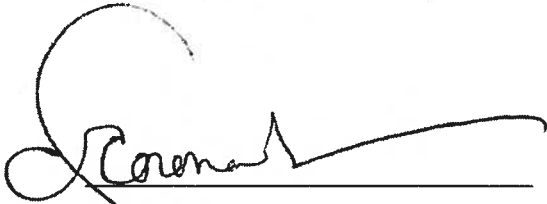

Karen Sage
Judge, 299th District Court



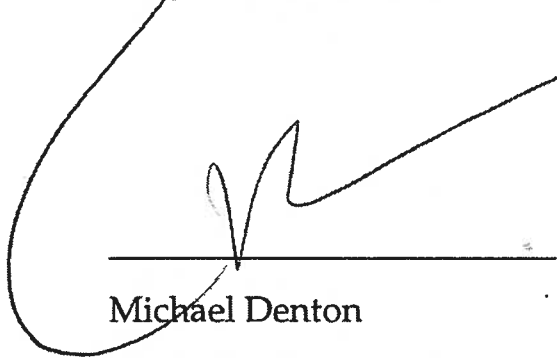
David Crain
Judge, 331st District Court



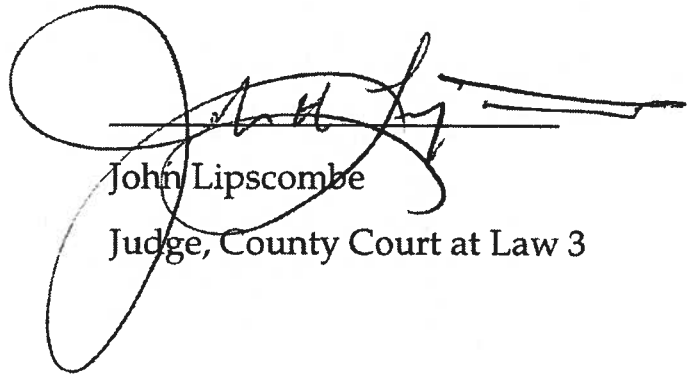
Brenda Kennedy
Judge, 403rd District Court



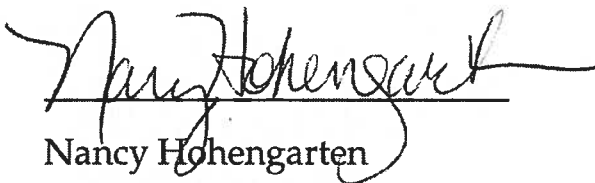
Jim Coronado
Judge, 427th District Court



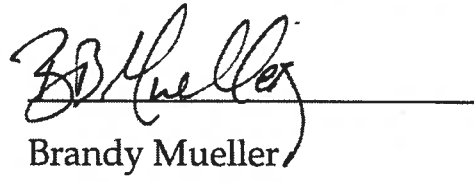
Michael Denton
Local Administrative Judge
Judge, County Court at Law 4



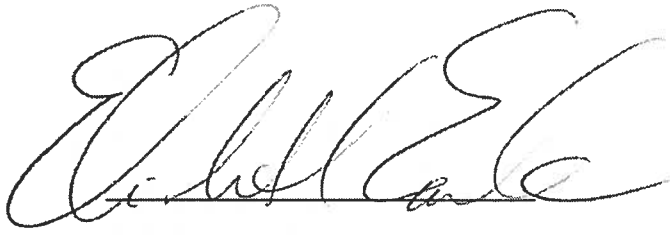
John Lipscombe
Judge, County Court at Law 3



Nancy Hohengarten
Judge, County Court at Law 5




Brandy Mueller
Judge, County Court at Law 6



Elisabeth Earle

Judge, County Court at Law 7



Carlos Barrera

Judge, County Court at Law 8

Analysis and Findings - Travis County Criminal Courts

10-Year Plan for Adding both District and Criminal Courts

Travis County Justice and Public Safety

Roger Jefferies, County Executive

PO Box 1748 Austin, Texas 78767

(512)854-4415

11/29/2012

Analysis and Report:

Tonya Mills, Planning Manager

Overview

In October 2012, Justice and Public Safety produced a report which compiled data from the Office of Court Administration reports to demonstrate Travis County's experience with respect to the County Courts at Law filings. This was done so that a predictive model could be established for County Court at Law filings in order to determine future court volumes.

Data from the report, *Travis County Criminal Courts Statistics – Historical Perspective and Total Filing Projections through 2026* was used in the analysis and findings of this report.

The Office of Court Administration (OCA) conducted a time study for jurisdictions within Texas to determine the total number of judicial hours available for hearing cases and then to establish weighted case measures to account for the time required to handle felony cases. These time measures were then applied to the cases filed in FY2011 to determine the number of district courts needed to adequately address case volume.

The OCA methodology demonstrates current needs but does not address future needs or the continuation of court deficits in coming years. This report highlighted analysis which blends the weighted case study conducted by the OCA with the population centered projection model reported by JPS in 2012.

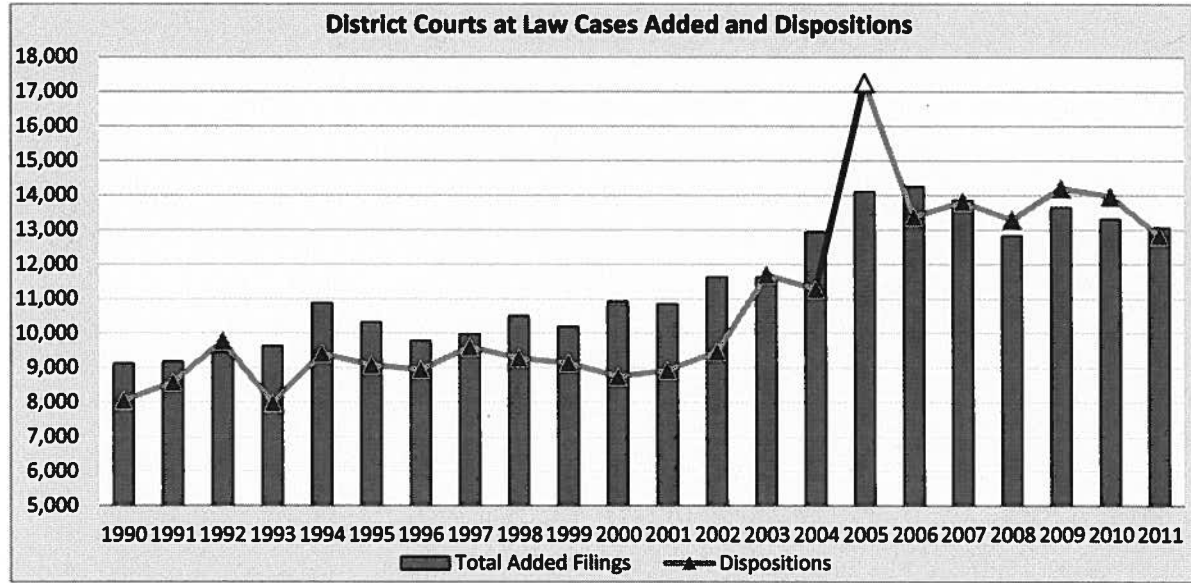
Additionally, this report looks at the impact of court efficiencies on the Travis County Average Daily Jail Population (ADP).

Two Decades of District and County Courts at Law Growth

Between 1990 and 2011 the number of cases added to the District Courts at Law has grown by 34% to 13,057. During this same time, the dispositions have grown at a slightly higher rate of 51% to 12,832.

Chart 1 below demonstrates this growth annually.

Chart 1 - District Courts Cases Added and Dispositions



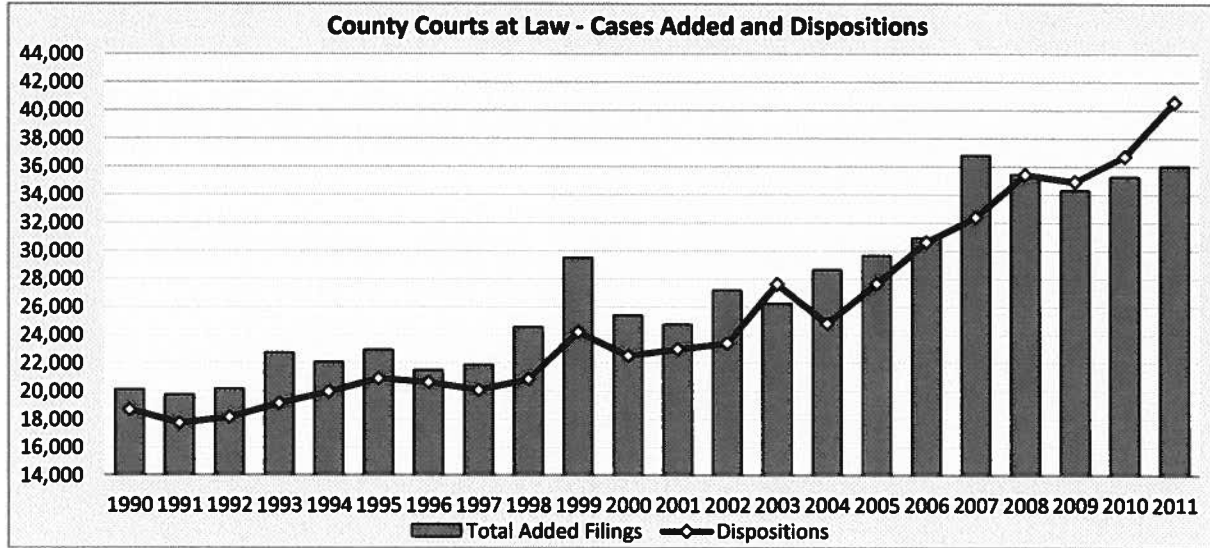
*The 2005 disposition data is unreliable. During this time there were issues with FACTS and duplicate dispositions. It was addressed in 2005 and does not impact dispositions in other years.

Court efficiencies are considered to be capitalized on when the net change of dispositions over cases filed each year is a positive number, as seen between 2008 and 2010.

County Courts at Law have also experience considerable growth over the last two decade. Between 1990 and 2011 the number of cases added to the County Courts at Law has grown by 59% to 35,997. During this same time, the dispositions have grown at a much higher rate of 94% to 40,561.

Chart 2 below demonstrates this growth annually.

Chart 2 - County Courts Cases Added and Dispositions



Since 2005, County Courts have experienced cases filings at all-time highs and since 2008 the number of cases disposed has exceed the number of cases added. Maintaining this high clearance rate has helped to decrease and stabilize the jail population.

The next section covers in greater detail the impact that both the District and County Courts at Law have had on the ADP, chart 3 on page 4 illustrates this impact.

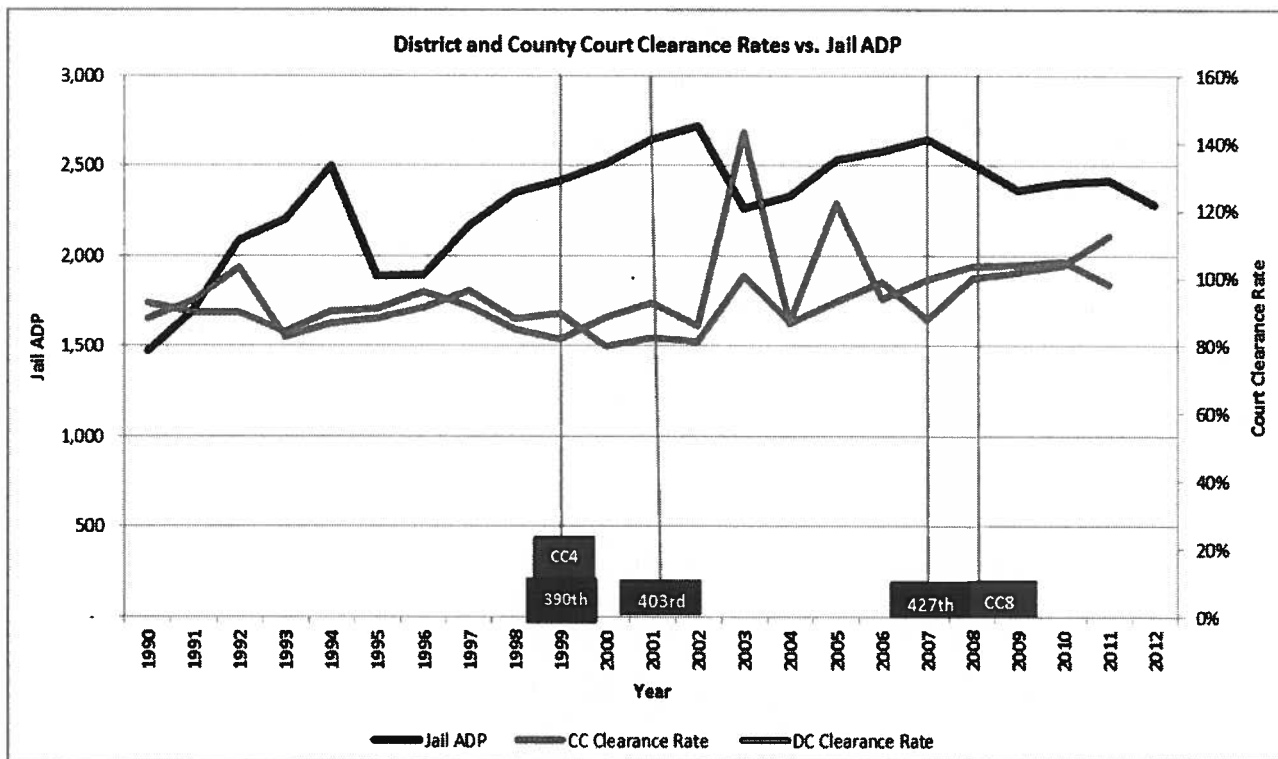
Court Efficiencies and the ADP

The Travis County Jail population has been uncharacteristically stable across the last five years. Those planning for and/or evaluating initiatives designed to have an impact on the ADP have noted “Travis County is doing something right.” Some programs have been able to quantify small measurable impacts, but no single program can hang their hat on the 16% (-432) reduction in the average daily jail population 2002 and 2012. It has been the belief of Justice and Public Safety that changes within the courts have had a significant impact of the reduction and stabilization of the jail population.

There have been some changes within the courts which were believed to have an impact. These efficiencies include:

- A decrease in the time to first setting for all misdemeanor cases, including jail reduction docket
- A decrease in the number of days to case resolution for the expedited felony “magistrates docket”, and
- The addition of new district and county courts at law

The chart below demonstrates the jail ADP, along with the annual net difference between the number of cases disposed and the number of cases added each year for both District and County Courts at Law. Circled are the years in which efficient court operations, demonstrated by an increase in the rate of dispositions, had a positive impact on the jail population (reductions or sustained stability).



During the first significant reduction and stabilization period, the increased disposition rate of both District and County Courts between 1994 and 1996 helped to reduce and then stabilize the jail ADP. Following from 1997 through 2002, as the gap between cases filed and cases disposed grew so did the ADP. In 2003, coming off of the highest ADP year on record, combined initiatives and multiple additional dockets created a substantial increase in dispositions over cases filed which contributed to a

large drop in the ADP. This continued until 2007 when the 427th District Court was added and in 2008 when County Court 8 was added. In addition to these new courts overall filings remained stable, allowing distribution of workload and increases in the number of dispositions from year to year, but also in the clearance rates.

Since 2007, following the addition of the two new courts, the district courts have disposed of 1,425 more cases than were added through new filings and the county courts have had a net of 2,205 disposed cases vs. new filings creating a clearance rate near or above 100%. During the same time frame, the jail population has dropped by an average of 230 inmates daily. In 2002, when the ADP was at its peak of 2,720, both the district and county courts had a clearance rate of less than 90% (81% and 86% respectively). The jail population is down by 432 people since 2002 peak.

JPS has concluded, based on analysis and findings to date, that adding courts to both the district and county systems as demands on those systems grow will help to manage the jail population. The following section consider projected volumes in both district and county courts and the intervals at which courts might be added over the next ten years in order to meet systemic growth demands.

Travis County Criminal Courts – Filing Projections and Additional Courts

As discussed earlier, projections of case filings were done to establish the volume of future case volumes in both the Criminal District and County Courts at Law. This section will outline projections and suggested intervals for the addition of courts at each level in order to achieve sustained reductions and stability in the average daily jail population.

District Criminal Courts

Table 1 below looks at population centered case filing projections over the next twelve years. The baseline year is 2011, when the OCA conducted a weighted caseload study to determine the number of district courts needed. The recommended level of District Criminal Courts was 13, currently Travis County has eight. This leaves a need or deficit of five district courts as of 2011.

The methodology used for projecting future case filings for district courts was the same used in the county court filing projections outlined in the report, *Travis County Criminal Courts Statistics – Historical Perspective and Total Filing Projections through 2026*. There is also a strong correlation between the overall Travis County population and new district courts case filings. Regression analysis was conducted using population projections from the Texas State Data Center to project future case filings for the district courts. The projected case filings were then used with the case weights from the OCA analysis to determine the district courts necessary to manage the workload projected.

In Table 1, years in which it is suggested that courts are added are highlighted in gray.

Table 1-District Court Case Projections and Additional Court Intervals

Year	Travis County Population	New District Court Filings	Total Cases Added in Dist. Courts	Felony Group A (cases)	Felony Group B (cases)	Case Weights A (minutes)	Case Weights B (minutes)	Total Workload Minutes Required for Case Volume	District Judicial Year	TC District Judges Needed	Current # of District Judges	District Court Deficit (Needs)
2011	1,063,130	10,043	13,057	3,263	9,794	609,918	381,966	988,884	77,400	13	8	(5)
2012	1,098,629	10,968	14,516	3,629	10,887	675,000	424,597	1,099,597	77,400	14	8	(6)
2013	1,125,095	11,247	14,801	3,700	11,101	688,250	432,931	1,121,181	77,400	14	8	(6)
2014	1,151,817	11,529	15,089	3,772	11,317	701,627	441,346	1,142,973	77,400	15	8	(7)
2015	1,178,607	11,811	15,377	3,844	11,533	715,038	449,782	1,164,820	77,400	15	9	(6)
2016	1,205,424	12,094	15,666	3,916	11,749	728,463	458,227	1,186,690	77,400	15	9	(6)
2017	1,232,509	12,380	15,957	3,989	11,968	742,022	466,756	1,208,778	77,400	16	11	(5)
2018	1,259,805	12,668	16,251	4,063	12,188	755,687	475,351	1,231,038	77,400	16	11	(5)
2019	1,287,396	12,959	16,548	4,137	12,411	769,499	484,040	1,253,539	77,400	16	11	(5)
2020	1,315,256	13,252	16,848	4,212	12,636	783,446	492,813	1,276,259	77,400	16	11	(5)
2021	1,343,621	13,552	17,154	4,288	12,865	797,646	501,745	1,299,391	77,400	17	12	(5)
2022	1,372,201	13,853	17,461	4,365	13,096	811,953	510,745	1,322,698	77,400	17	12	(5)
2023	1,401,546	14,162	17,777	4,444	13,333	826,643	519,985	1,346,629	77,400	17	12	(5)

The earliest opportunity for a new district court to go online is 2015. In 2014, because of continued County growth and projected case volume, using the OCA’s methodology, the district court deficit will

grow to seven. When the suggested court goes online in 2015, the deficit will reduce to six. The variable used to determine the interval in adding district courts was the baseline 2011 deficit of five courts. We concluded, based on historical trends demonstrated in the previous section that when the volume of case filings exceed what is reasonable for the existing courts to manage, the gap between new case filings and dispositions grows, in turn increasing the time to disposition which has a negative impact on jail stays and the ADP.

Criminal County Courts

Table 2 also uses population centered case filing projections over the next twelve years to establish the need for and intervals at which Criminal County Courts at Law should be added. The baseline year is 2011. It is recommended that county courts be added when the average filing per court is between 6,000 and 7,000 annually. This should allow each court to maintain the high rate of dispositions realized now which have had a favorable impact on jail population.

In the table, years in which it is suggested that courts are added are highlighted in gray.

Table 2-County Court Case Projections and Additional Court Intervals

Year	Travis County Population	New County Court Filings	Total Cases Added in County Courts	Ave filing per court	Dispositions	Net Cases Disposed vs. Added	# of County Courts Needed	Current # of County Courts	County Court Deficit (Need)
2011	1,063,130	34,166	35,997	6,000	40,561	4,564	7	6	(1)
2012	1,098,629	35,930	38,086	6,348	38,919	834	7	6	(1)
2013	1,125,095	36,947	39,164	6,527	40,130	966	7	6	(1)
2014	1,151,817	37,974	40,252	6,709	41,353	1,101	7	6	(1)
2015	1,178,607	39,003	41,344	5,906	42,579	1,235	7	7	0
2016	1,205,424	40,034	42,436	6,062	43,806	1,370	7	7	0
2017	1,232,509	41,075	43,539	6,220	45,045	1,506	7	7	0
2018	1,259,805	42,124	44,651	6,379	46,294	1,643	8	7	(1)
2019	1,287,396	43,184	45,775	6,539	47,556	1,781	8	7	(1)
2020	1,315,256	44,254	46,910	6,701	48,831	1,921	8	7	(1)
2021	1,343,621	45,344	48,065	6,008	50,129	2,064	8	8	0
2022	1,372,201	46,443	49,229	6,154	51,437	2,207	8	8	0
2023	1,401,546	47,570	50,425	6,303	52,779	2,355	8	8	0

It is illustrated in Chart 3 on page two, that following the addition of the general jurisdiction court (CC8), the county courts have sustained clearance rates at or above 100%, this during a period with the highest volumes of case filings over the last two decades.

Because of the significant volume of misdemeanor arrests each year, small changes in the length of stay of misdemeanants in jail can cause rapid increases in the average daily jail population. Maintaining a balance here is as important as the already high jail bed day consuming felons.

Summary

Aside from the impact that the addition of courts would have from a public service/timely justice perspective or overall better court management and best practices as identified by the OCA, there is a symbiotic relationship between the courts and the jail population.

As the data discussed in this analysis suggests, increased court efficiencies can have a reduction impact on the jail population. After the 427th District Court (2007) and County Court 8 (2008) came on line, in effect distributing the workload and increasing court processing and case clearance, the jail population decreased and has remained stable, well below projections. For perspective on how minor impacts to the courts can influence the jail's average daily population, an increase in case processing times of one day for individuals whose highest charge was a felony in FY2011 would have added 46 people to the jail ADP. Because misdemeanants are booked in much higher volume than felons, an increase of a half of a day in case processing times across FY2011 would have increased the ADP of misdemeanants by 39. These increases would in effect be the equivalent of two "posts" in the jail.

It should be noted that JPS's conclusion on the addition of courts between 2015 and 2023 is consistent with the levels indicated in the Broaddus and Associates Downtown Master Plan. Based on the data available today, including the OCA methodology, JPS's suggest increases over the next 10 years calls for 2 fewer courts than the previously published Downtown Master Plan.



TRAVIS COUNTY, TEXAS

MEMORANDUM

TO: Members of Commissioners Court

FROM: Leslie Browder, County Executive, Planning and Budget *LB*
Jessica Rio, Budget Director *JR*
Leroy W. Nellis, Budget Director (in succession) *LWN*

DATE: November 29, 2012

RE: Financial Analysis related to Expansion of Criminal Courts
Possible Effects of Future Caps on Local Property Tax Revenue

Background

At the Commissioners Court meeting on October 23, 2012, the District and County Judges presiding over the County's criminal courts requested that the Commissioners Court consider expressing their support for the creation of a new Criminal District Court and Criminal County Court in the upcoming 83rd legislative session. This request sparked discussion about the potential impact of caps on local property tax revenue that might materialize during the upcoming legislative session. There was concern that if revenue caps were ultimately passed, the County's ability to provide funding for needed services, including the creation of two new criminal courts, may be affected. The Planning and Budget Office was asked to provide the Commissioners Court with a five-year outlook of General Fund revenue and expenditures so that the Commissioners will be better informed when planning for future growth of County Services, as well as approving funds for the operation of a new District and County Court. Planning and Budget staff present at the meeting indicated a "macro-level" analysis of incremental revenue and operating expenditures would be completed and brought back to the Court.

As part of our analysis, we had additional discussions with a number of people involved in planning for the creation of the new criminal courts. Judge Kocurek, speaking on behalf of all of the Criminal Judges has indicated that all of the Judges agree that the creation of the courts is dependent on available space and the Commissioners Court's vote to fund these courts in 2015 as part of the budget process. Deece Eckstein, Intergovernmental Relations Coordinator, will assist the Commissioners Court and the Judges with drafting the appropriate language and monitoring progress during the legislative session.

Fiscal and Funding Analysis

Whenever significant new programs are contemplated, it is prudent to assess the estimated impact of the additional expenditures and anticipated revenue over a future period, typically three to five years. **This financial analysis is not intended to precisely predict future revenue and expenditures or budgets.** Rather, this analysis is designed to project a sense of where

current trends and service levels could take us in the future, and incorporates a defined set of assumptions.

Our analysis included consultation with the Travis Central Appraisal District (TCAD) to help the County Auditor complete their revenue estimates. Projections of the taxable value of new construction that was used to develop the revenue estimates is shown in the table below and does not include new value associated with properties that are subject to incentive agreements. At this early stage, TCAD could only provide very preliminary estimates for us, and has indicated that these estimates are very conservative.

Fiscal Year	Estimated New Construction Taxable Value
2014	\$2.5 billion
2015	\$3.5 billion
2016	\$3.5 billion
2017	\$3.0 billion
2018	\$3.0 billion

Summarized in the table on the next page are the results of our fiscal and funding analysis regarding the estimated impact of adding new criminal courts estimated to occur in 2015 for purposes of the projections below. Several key points should be considered when reviewing the bottom-line results of this analysis.

- In 2013, the Commissioners Court was able to fund a number of critical departmental requests for the additional resources needed to maintain service delivery, as well as targeted expansions of several programs, after several years of constrained spending due to an economic downturn.
- The focus in the 2014 budget will likely be on maintaining core services and healthy reserve levels, with very limited opportunities for new programs or enhancements.
- This analysis does not reflect costs associated with the operations and maintenance of a new civil courthouse pending selection of a delivery method.
- As noted previously, the revenue increases estimated below are very preliminary, and incremental operational spending is not intended to precisely predict future budgets.
- The incremental expenditure estimates reflect the impact of potential cost drivers, such as trending related to the cost of health insurance and other benefits, and cost of living adjustments in salaries and wages that may be approved by the Commissioners Court.
- Funding for “maintenance of current effort” to provide for the additional resources that will be needed from time to time to supplement existing programs and services in response to the demands of our residents.

As we always do, any preliminary budget that is presented to the Commissioners Court in the future will be fiscally sound and balanced, and we will live within the means available to us.

Five-Year Fiscal and Funding Analysis

Note: Estimates below depict ongoing INCREASES above prior year.

Incremental General Fund Dollars (\$\$ in millions)	2014	2015	2016	2017	2018
Revenue	19.0	28.0	29.0	28.0	29.0
Operating Expenditures	(15.7)	(18.9)	(20.5)	(21.2)	(21.0)
Plus: Costs of New Criminal Courts	-0-	(4.9)	-0-	-0-	-0-
Total Operating Expenditures	(15.7)	(23.8)	(20.5)	(21.2)	(21.0)
Unallocated Reserve Requirements	(2.0)	(3.1)	(3.2)	(3.1)	(3.1)
Surplus/(Deficit)	1.3	1.1	5.3	3.7	4.9

It is important to note that the revenue estimates assume modest growth in the tax rate consistent with past policy direction of the Commissioners Court. The estimates were prepared in accordance with truth-in-taxation requirements and represent a 3% increase over the estimated effective tax rates. Obviously, if the Commissioners Court Members direct the Planning and Budget Office to prepare a preliminary budget based on a tax rate that closer to the effective tax rate, the Planning and Budget Office will work to balance the budget within those parameters.

Analysis of Caps on Local Property Tax Revenue

The potential for caps on local property tax revenue has been surfacing during recent years. The various bills proposed in either the Senate or the House have run the gamut of requiring cities and counties to seek voter approval for any increase above the effective tax rate, to redefining the rollback rate to allow no more than a 3% or 5% increase above the effective maintenance and operations tax rate. The 5% limitation seems to surface most frequently, although there have been discussions recently of linking any future increases to the Consumer Price Index or similar index. Using the same assumptions applied in the calculation of the preceding revenue estimates at 3% above the effective tax rate, substituting an increase of 5% above the effective rate, an average of \$9 million in additional revenue would be generated each year.

Deece Eckstein will be monitoring any developments in the upcoming session, which will include working closely with the Council of Urban Counties. Travis County has responsibly managed its tax rate over time, and the County Auditor’s Office and the Planning and Budget Office will be prepared to participate in any testimony that would be helpful to communicate our funding and tax policies.

After reviewing the additional revenue that could be generated under a possible 5% revenue cap and then comparing against projected ongoing operating expenditures of approximately \$5 million per year for the two new criminal district courts, as well as routine increases in costs like salaries, health insurance and retirement, we have concluded that Travis County will be able to fund the ongoing expenses of two new courts even if a 5% revenue cap was passed. Potential caps below the 5% level would become more problematic for Travis County and other local governments to fund ongoing services for their constituents. Obviously, revenue caps are not desirable for local governments, and any efforts to introduce legislation imposing caps are not to be taken lightly.

We hope you find these comments useful in making these very important decisions.



Travis County Commissioners Court Agenda Request

Meeting Date: 12/04/2012

Prepared By/Phone Number: Tanya Acevedo, 854-8685

Elected/Appointed Official/Dept. Head: Leslie Browder, 854-9106

Commissioners Court Sponsor: Hon. Sam Biscoe, County Judge

AGENDA LANGUAGE:

Consider and take appropriate action on the Non-Disclosure Agreement with the Conference of Urban Counties (CUC) TechShare for the Juvenile Case Management System.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Because of the proprietary nature of the CUC data dictionary (or data repository), the CUC requires a signed Non-Disclosure Agreement prior to granting Travis County access.

STAFF RECOMMENDATIONS:

Recommend Travis County Commissioner Court's approval of and signature to the Non-Disclosure Agreement.

ISSUES AND OPPORTUNITIES:

The Non-Disclosure Agreement is a requirement from CUC TechShare for obtaining a data dictionary (data repository). The data dictionary is required for performing a gap analysis comparison between our current Caseworker Plus and the CUC TechShare Juvenile Case Management System.

FISCAL IMPACT AND SOURCE OF FUNDING:

No financial impact for signing the non-disclosure agreement.

REQUIRED AUTHORIZATIONS:

Leslie Browder (PBO) – 854-9106

John Hille (County Attorney) – 854-9513

Chris Hubner (Juvenile Attorney Office) – 854-7109

Lori Clyde (Purchasing) – 854-4205

Lisa Eichelberger (Juvenile Probation) – 854-7054

MUTUAL NON-DISCLOSURE AGREEMENT FOR TECHSHARE JUVENILE AND JCMS-BASIC

This Agreement, which is effective as of _____, 20__ (the "Effective Date"), is made and entered into by and between Travis County ("County"), whose address is: 700 Lavaca, P.O. Box 1748, Austin, Texas 78767, the Texas Juvenile Justice Department ("Department") whose address is: P.O. Box 12757, Austin, Texas 78711-2757, and the Texas Conference of Urban Counties, Inc. ("Urban Counties"), whose address is 500 W. 13th St., Austin, Texas 78701. The Urban Counties, Department and County are individually each a "Party" and collectively, the "Parties". Except as otherwise indicated herein, a reference to a Party includes any political subdivision or department operated by or under the authority of the Party and all affiliates of the Party including any person, partnership, joint venture, corporate, subsidiary or other form of enterprise, domestic or foreign, that is directly, indirectly, or under common control of or controlled by the Party.

1. **Background.** Urban Counties, through its TechShare program, and the Department have developed TechShare Juvenile and the Juvenile Case Management System Basic (both of which are hereinafter collectively referred to as "JCMS") in conjunction with other partner agencies. County desires to have access to information regarding JCMS in order to evaluate JCMS for possible implementation within County. In the course of such evaluation, Urban Counties and the Department will disclose or deliver to County and to County's directors, officers, employees, members, agents or advisors (collectively, "Representatives") certain confidential or proprietary information for the purpose of enabling County to evaluate the architecture, compatibility and functionality of JCMS. At the same time, County will disclose to Urban Counties and/or the Department and their respective Representatives proprietary information pertaining to the County's information technology infrastructure. The confidential information released pursuant to this agreement shall be used solely for the purpose of evaluating, implementing, and operating JCMS in support of the County's Juvenile Probation Department as a replacement system for the County's legacy juvenile case management system (the "Purpose"). The Parties have entered into this Agreement to assure the confidentiality of each Party's confidential and proprietary information under the terms of this Agreement.

2. **Confidential Information.** As used in this Agreement, the term "Confidential Information" means all information and specifications, designs, application, operating system, database, communication and other computer software developed for use on any operating system, all modifications, enhancements and versions and all options available with respect thereto, and all products developed or derived therefrom, source and object codes, flowcharts, algorithms, coding sheets, routines, sub-routines, compilers, assemblers, design concepts and related documentation and manuals, discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, processes, formulas, inventions, computer-related equipment or technology, techniques, "know-how", designs, drawings and specifications, all of the above which relate to JCMS in the case of Confidential Information belonging to Urban Counties or the Department. The County's confidential information includes, but is not limited to, data mapping from the County's Caseworker installation and the County's network configuration and related security specifications, and also includes, without limitation, information in tangible or intangible form relating to the coding or mapping of data from the County's legacy juvenile case management system, configuration specifications related to its network or computer systems on which the County's information services are performed and/or configuration specifications related to its implementation of JCMS. "Confidential Information" includes information in any form, whether written, electronic, or verbal. In addition, the term "Confidential Information" shall include any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by a Party or its Representatives that contain, reflect or are based upon, in whole or in part, any Confidential

Information furnished to the Party (the "Recipient Party") or its Representatives by another Party (the "Disclosing Party") under this Agreement.

3. Use and Disclosure of Confidential Information. Each Recipient Party and its respective Representatives shall use the Confidential Information only for the Purpose and the Confidential Information shall not be used for any other purpose without the prior written consent of the Disclosing Party. Each Recipient Party and its respective Representatives shall hold in confidence, and shall not disclose any Confidential Information; provided, however, that: (i) a Recipient Party may disclose information as authorized by the Disclosing Party in advance in writing; and (ii) any of the Confidential Information may be disclosed by a Recipient Party to its Representatives who need to know the information in connection with the Purpose if they are informed of the confidential nature of the information and of the terms of this Agreement. In any event, a Recipient Party shall be responsible for any breach of this Agreement by any of its Representatives, and agrees, at its sole expense, to take reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure or use of the Confidential Information. Notwithstanding anything contained in this Agreement to the contrary, this Agreement does not prohibit a Recipient Party from disclosing Confidential Information of a Disclosing Party to the extent required in order for the Recipient Party to comply with applicable laws, regulations and/or judicial process, provided that the Recipient Party provides prior written notice (if legally permitted) of the required disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and minimize the extent of the disclosure.

4. Limitation on Obligations. The obligations of each Recipient Party specified in Section 3 above do not apply, and a Recipient Party has no further obligations, with respect to any Confidential Information to the extent that the Confidential Information:

(a) is part of the public domain at the time of disclosure or becomes part of the public domain without the Recipient Party or its Representatives violating this Agreement;

(b) becomes known to a Recipient Party through disclosure by sources other than the Disclosing Party without the sources violating any confidentiality obligations to the Disclosing Party;

(c) is independently developed by a Recipient Party without reference to or reliance upon the Disclosing Party's Confidential Information; or

(d) Is required to be made available for disclosure or release by order of a governmental agency, legislative body or a court of competent jurisdiction, or under the Texas Public Information Act or by applicable Texas, Federal or Local Law.

5. Return of Confidential Information. A Recipient Party shall, upon the written request of a Disclosing Party, return to the Disclosing Party all Confidential Information received from the Disclosing Party (and all copies and reproductions). In addition, a Recipient Party shall destroy: (i) any notes, reports or other documents prepared by the Recipient Party which contain Confidential Information; and (ii) any Confidential Information (and all copies and reproductions thereof) which is in electronic form or cannot otherwise be returned to the Disclosing Party. Alternatively, upon written request of a Disclosing Party, a Recipient Party shall destroy all Confidential Information received from the Disclosing Party (and all copies and reproduction thereof) and any notes, reports or other documents prepared by the Recipient Party which contain Confidential Information. Notwithstanding the return or destruction of the Confidential Information, a Recipient Party and its Representatives will continue to be bound by their obligations of confidentiality and other obligations hereunder. Notwithstanding the foregoing obligations, a Recipient Party may retain and not destroy any Confidential Information it is required to retain pursuant to applicable law.

6. Confidentiality of Juvenile Information and Data. Each Party acknowledges and agrees that JCMS contains confidential aggregate and identifiable juvenile offender data deemed confidential under Chapters 58 and 261 of the Texas Family Code and other applicable state, federal and administrative laws. Access to juvenile records, files or data is restricted to individuals or entities specifically authorized by law or pursuant to an order of the court. The statutory provisions governing the disclosure, dissemination and exchange of juvenile justice information are set forth in Chapter 58 of the Family Code and other applicable provisions. For purposes of this Agreement, each Party agrees that access to JCMS juvenile justice information and data shall be limited to criminal and/or juvenile justice purposes or for any other approved purposes set forth in this Agreement, statute or other applicable law. No exceptions to disclosure under the Public Information Act are waived by the exchange, disclosure or dissemination of confidential juvenile justice information under this Agreement.

7. No Waiver of Immunity. It is expressly understood and agreed that no party waives, or shall be deemed to have waived, any immunity or defense otherwise available to it under the law.

8. No Third Party Right. This Agreement is not intended, nor shall it be construed, to confer any benefits, rights or remedies upon any person or entity not a party of this Agreement.

9. Multiple Counterparts. For the convenience of the parties, this Agreement may be executed by facsimile and in counterparts, each of which shall be deemed to be an original, and all of which taken together, shall constitute one agreement binding on all Parties.

EXECUTED as of the day and year first set forth above.

TEXAS CONFERENCE OF URBAN COUNTIES

By: _____

Title: _____

TEXAS JUVENILE JUSTICE DEPARTMENT

By: _____

Title: _____

TRAVIS COUNTY

By: _____
Samuel T. Biscoe

Title: Travis County Judge



Travis County Commissioners Court Agenda Request

Meeting Date: December 4, 2012

Prepared By/Phone Number: Melissa Velasquez, County Judge's Office
Elected/Appointed Official/Dept. Head: Samuel T. Biscoe, County Judge
Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

Approve extension of bond from November 7, 2012 to December 31, 2012 for County Court at Law No. 8 Carlos Humberto Barrera.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The expiration date of the original bond for Judge Barrera did match his term of office. The bonding company is changing the expiration date of the bond to match his term.

STAFF RECOMMENDATIONS:

Recommend approval.

ISSUES AND OPPORTUNITIES:

None.

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Margie Solano, Risk Management, HRMD



November 6, 2012

Travis County Judge
c/o Dan Mansour TCAB 100
PO Box 1748
Austin, TX 78767

Re: Policy #TX625484
Coverage Type: Surety Bond for Carlos Humberto Barrera
Policy Period: 11/7/2008 To 12/31/2012

Enclosed please find endorsement, changing the bond expiration date from 11/07/2012 to 12/31/2012 as requested.

Should you have any questions or require any changes, please give us a call to discuss...

Sincerely,

Carla D. White
Account Manager
Direct Line: (512)628-8413
cw@gcia-tx.com

Since 1952

"YOU CAN DEPEND ON US"

MERCHANTS
BONDING COMPANYTM

MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
2100 FLEUR DRIVE • DES MOINES, IOWA 50321-1158 • (800) 678-8171 • (515) 243-3854 FAX

ENDORSEMENT

It is hereby understood and agreed that Bond No.: TX 625484

Principal: Carlos Humberto Barrera

Obligee: Travis

in the Merchants Bonding Company (Mutual), is changing this bond effective October 15, 2012

FROM:

Expiration Date: 11/07/2012

TO:

Expiration Date: 12/31/2012

All terms and conditions of said bond, except as above changed, to remain the same.

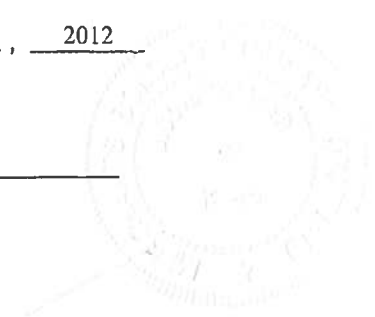
Signed, sealed and dated this 15th day of October, 2012

Merchants Bonding Company (Mutual)

By 

Carla D White
Attorney-In-Fact

SUP 0018 (2/12)



MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Carla D White

of **Beaumont** and State of **TEXAS** their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TWO HUNDRED THOUSAND (\$200,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of August, 2012.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 6th day of August, 2012, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.

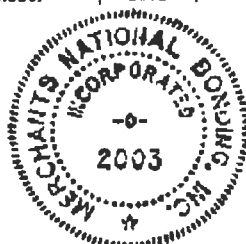


Maranda Greenwalt
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of October, 2012.



William Warner Jr.
Secretary



Travis County Commissioners Court Agenda Request

Meeting Date: December 4, 2012

Prepared By/Phone Number: Peter Einhorn, 854-9229

Department Head: Cyd Grimes, Purchasing Agent

Commissioners Court Sponsor: Commissioners Ron Davis (Precinct 1)
and Sarah Eckhardt (Precinct 2)

Agenda Language:

**CONSIDER AND TAKE APPROPRIATE ACTION ON PURSUING
CONTRACT FOR A DISPARITY STUDY TO INFORM OUR
HISTORICALLY UNDERUTILIZED BUSINESS PROGRAM POLICIES**

**(THIS ITEM MAY BE TAKEN INTO EXECUTIVE SESSION UNDER THE
CONSULTATION WITH ATTORNEY EXCEPTION)**

Purchasing Comments:

On Thursday, November 15, 2012, we presented in a work session an overview and history of Travis County's Historically Underutilized Business (HUB) Program. We invited the City of Austin, Bexar County and the HUB community to present.

We are ready to begin drafting a statement of work to begin negotiating with the City of Austin's winning firm which is anticipated to be selected in April or May 2013. Attached is a "sample" statement of work that we will begin with.

Request the Commissioners Court give direction on how to proceed with HUB Program improvements.

SAMPLE - BEXAR COUNTY

ARTICLE V SERVICES TO BE PERFORMED BY CONSULTANT

5.01 This Agreement sets forth the Services to be provided in detail. The professional services to be provided by CONSULTANT under this Agreement (collectively the "Project") are those identified in:

- A. COUNTY Request for Proposal No. 2009-108, as amended;
- B. CONSULTANT's proposed scope of services attached hereto and incorporated herein for all purposes as Exhibit "A"; and
- C. As agreed to by the Parties and more fully described in this section below.

If there is a conflict or ambiguity between or among the provisions of this Agreement, COUNTY's RFP, and CONSULTANT's Proposal, the order of priority is as follows:

- A. The provisions of this Agreement;
- B. CONSULTANT's proposed scope of services (Exhibit "A"); and
- C. COUNTY's RFP as amended;

5.02 CONSULTANT will provide the following services:

- A. Immediately after Agreement is executed, CONSULTANT shall:
 - 1. Prepare a Work Plan to outline the mutual responsibilities for producing data, analyzing data, and reviewing work product;
 - 2. Hold one meeting with key COUNTY officials to discuss the scope, approach and methodology of the project; and
 - 3. Hold one meeting with COUNTY manager and key staff to discuss the scope, approach and methodology of the Project; this meeting will be held on the same day as the meeting in section 5.02(A)(2) above.

In addition, upon completion of the Final Report, CONSULTANT shall attend one meeting of the Commissioners Court and make a final presentation regarding study results, if requested by COUNTY.

- B. Assessment of COUNTY's Program:
 - 1. CONSULTANT shall study the following:
 - a. Statutes, court rulings, county regulations, resolutions and policies that guide the Program;

- b. Contracting and purchasing policies for the study period and currently in use;
 - c. Electronic contract compliance records and reports on MWBE participation;
 - d. County Business Development Summary Reports, in electronic format, for goods, professional services, other services and construction prime and subcontractors over the study period;
 - e. Department and organization policies and operating procedures; and
 - f. Background reports and studies that may have been conducted relating to the Program.
2. CONSULTANT shall analyze utilization of firms by specifically:
- a. Converting COUNTY contract payment data for 2007, 2008, and 2009 from National Institute of Governmental Purchasing Code (“NIGP”) format to a five-digit North American Industry Classification System (“NAICS”) format. If the description of a contract provides insufficient information to assign a NAICS code, the contract shall be marked and excluded from analysis until such time as the COUNTY provides sufficient information.
 - b. Determining utilization of goods, professional services, other services, and construction firms by COUNTY for each five-digit NAICS code based on the amount of the contracts awarded. If the description of a contract provides insufficient information to assign a NAICS code, the contract shall be marked and excluded from analysis until such time as the COUNTY provides sufficient information
 - c. Surveying prime contractors on professional services, other services, goods, and construction contracts over \$100,000 in order to obtain additional subcontracting data; and
 - d. Categorizing M/WBE firms in accordance with COUNTY’s definition of M/WBE’s, which adheres to 49 C.F.R. Part 26 and COUNTY Policy 8.0, provided that the utilized Asian American prime and subcontractors are categorized by the COUNTY in accordance with 49 C.F.R 26 and COUNTY Policy 8.0.

3. CONSULTANT shall analyze availability of firms by specifically:
 - a. Utilizing a cluster analysis to delineate the geographic market area where the COUNTY awards prime contracts;
 - b. Categorizing available M/WBE firms in accordance with COUNTY's definition of M/WBE's, which adheres to 49 C.F.R. Part 26; and the County Policy 8.0;
 - c. Relying on surveys and additional data sources to assess the willingness of firms initially identified from professional and trade organization lists; and
 - d. Analyzing COUNTY's procurement process for professional services with express reference to statutory limitations imposed by Tex. Gov't Code Sec. 2254.003.
4. CONSULTANT shall specifically calculate disparity statistics by:
 - a. 5-digit NAICS code, provided that the number of contracts under each NAICS code is sufficient to perform either a parametric or non-parametric analysis; and
 - b. By applying a regression analysis or otherwise controlling for non-discriminatory factors.
5. CONSULTANT shall interview and gather information from the following:
 - a. A survey of COUNTY Officials, Procurement Managers, and the M/WBE Program Manager; the information will be used to determine the COUNTY's procurement and contracting procedures;
 - b. Review of judicial and/or Administrative data to ascertain allegations of discrimination against contractors, subcontractors, vendors, consultants and local government agencies;
 - c. A survey of Program and non-Program business owners to determine if barriers exist within the contracting and purchasing procedures and programs of the offices and departments;

- d. One representative organization provided COUNTY dollars under general fund or other business processes such as the AT&T Center;
- e. A sample consisting of 10 representatives of trade and professional organizations and educational institutions;
- f. At least 30 anecdotal study participant-firms, the final number and distribution (by industrial classification) to be determined based on CONSULTANT's findings from the survey of Program and non-Program business owners. The anecdotal participant firms shall be drawn from the pool of participants in the survey who allege that they have experienced discrimination or discriminatory effects and be a representative cross section of industry sectors, races and genders. The anecdotal study interviews are intended to follow up on the allegations made in the survey in more detail.

Interviews of anecdotal study participant-firms shall be held at a COUNTY facility and be recorded and/or videotaped at the COUNTY's expense. The substance of the statements of all anecdotal study participant-firms used in the study shall be (1) under oath, (2) identify the declarant by name, and (3) identify any industry sector(s) involved. If incidents of discrimination of any kind are alleged by an interviewee, the CONSULTANT shall attempt to obtain as much detail regarding those incidents as possible, including, but not limited to, the time, date, alleged perpetrator and specific comments or actions and the context of the comments or actions.

The COUNTY does not believe that the use of anonymous, unsworn surveys is ultimately defensible in court cases, legislative hearings, or administrative proceedings, given the problems seen with their use in other studies.

The CONSULTANT does not propose to use the anecdotal interview data to establish a factual predicate. The anecdotal data are qualitative accounts provided by a business as their perceptions of experiences doing business in the market area. The information is being collected for the sole purpose of formulating race-neutral recommendations.

The CONSULTANT is obligated to complete 30 interviews using the mandated method which requires interviews to be

held in a COUNTY facility, recorded and/or videotaped, sworn and identified by the declarant's name.

The CONSULTANT is obligated to contact at least 90 businesses for the purpose of achieving the 30 completed interviews using the mandated method. If a potential interviewee declines to provide an interview because of an expressed concern or fear of possible retaliation or other adverse consequences due to any negative or critical comments that he or she might make about COUNTY agencies, agents, or prime contractors, the record will be documented and submitted with the invoice for full compensation.

The parties agree that if the CONSULTANT is unable to complete 30 interviews using the mandated method, the CONSULTANT shall receive full compensation (\$7,000) for the Anecdotal Analysis Chapter.

The COUNTY reserves the right to request the CONSULTANT to contact additional businesses for the purpose of securing 30 interviews, using the method set forth in the CONSULTANT's proposal No.2009-108 (see Appendix A). These additional interviews will be conducted at the COUNTY's expense.

6. CONSULTANT shall prepare the following written documents, and provide them to COUNTY's Project Manager in Microsoft format, in addition to the other formats set out in Exhibit A:
 - a. Detailed policy and procurement chapter with recommendations for incorporating the Program into the Bexar County Purchasing Procedures;
 - b. Chapter identifying state statutes, county ordinances, regulations, policies, procedures, and programs, related to procurement, contract and minority, women-owned business programs;
 - c. Chapter describing Program and non-Program M/WBE firm utilization within the market area;
 - d. Utilization tables reflecting prime and subcontractor data by industry and ethnic and gender classification; and

- e. Utilization chapter showing percentages of COUNTY contract and purchase order dollars for fiscal years 2007 to 2009 for the following categories: industry, ethnic and gender classification, prime and subcontractors contracts, and type of funding, if available.

C. Public Participation:

CONSULTANT shall plan, coordinate and conduct one public hearing to seek public input relating to the Program. The public hearing will be used to solicit testimony from the business community concerning possible barriers they may have faced unrelated to race or gender that has adversely affected their ability to successfully participate on COUNTY contracts. The public hearing shall be held at a COUNTY facility and shall be recorded and/or videotaped at the COUNTY's expense. The substance of the statements of all public hearing participants used in the study shall be (1) under oath, (2) identify the declarant by name, and (3) identify any industry sector(s) involved. If incidents of discrimination of any kind are alleged by an interviewee, the CONSULTANT shall attempt to obtain as much detail regarding those incidents as possible, including, but not limited to, the time, date, alleged perpetrator and specific comments or actions and the context of the comments or actions. With the exception of the existing condition of the COUNTY's facility itself, CONSULTANT shall ensure compliance with the Americans with Disabilities Act during the hearings.

- D. CONSULTANT shall make recommendations and perform follow-up work as set forth Tasks 11 and 12 of Part V of Exhibit A.

ARTICLE VI
SUBCONSULTANTS

6.01 COUNTY agrees and acknowledges that CONSULTANT intends to use the following subconsultants ("Subconsultants") in the performance of this Agreement:

6.02 Subconsultants may not be removed without the prior written consent of COUNTY. COUNTY understands and recognizes that extraordinary circumstances may arise which necessitate a Subconsultant being substituted during the progress of the work. In such event, CONSULTANT shall replace the Subconsultant with an entity or individual that has demonstrated superior expertise within the relevant field as well as suitability for this project with the substitution being subject to prior review and written approval by COUNTY.

6.03 CONSULTANT shall replace Subconsultant if so directed by COUNTY in writing should COUNTY make a good faith determination, in its sole discretion, that any individual is incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interest of COUNTY.

6.04 At COUNTY's request, CONSULTANT shall provide COUNTY with a fully executed copy of each contract that CONSULTANT enters into with Subconsultants. Each contract between CONSULTANT and a Subconsultant must reflect that COUNTY is the intended third-party beneficiary to the contract. CONSULTANT shall pay for all the Subconsultant's services set out in this Agreement out of the fees provided for in this Agreement. COUNTY shall have no responsibility of any kind for payment of the Subconsultant's fees.

6.05 Subconsultants shall attend meetings with COUNTY staff and officials as necessary and shall attend up to two Commissioners Court meetings and participate in presentations, if requested.



Travis County Commissioners Court Agenda Request

Meeting Date: December 4, 2012

Prepared By/Phone Number: Sara Boltin, 854-9840

Elected/Appointed Official/Dept. Head: David A. Escamilla

Commissioners Court Sponsor: Hon. Samuel T. Biscoe

AGENDA LANGUAGE:

Receive briefing from County Attorney and authorize County Attorney to accept, reject or counter settlement offer and/or take appropriate action in Sadd Jackson claim, (Executive Session also, pursuant to TEX. GOVT. CODE ANN., Sections 551.071(1)(A) and 551.071(1)(B)).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

N/A

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

Anthony J. Nelson, County Attorney, 854-4801

Andrew M. Williams, County Attorney, 854-9472

Sheriff Greg Hamilton, TCSO, 854-9770

Bill Paterson, Risk Management, 854-9650

Dan Mansour, Risk Management, 854-9499