



Travis County Commissioners Court Agenda Request

Meeting Date: October 8, 2013
Prepared By/Phone Number: David Salazar
Executive Assistant
County Judge's Office

Elected/Appointed Official/Dept. Head: 512-854-9558
Commissioners Court Sponsor:

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING REQUESTS FROM ELECTED OFFICIALS IN PENG HU COUNTY TAIWAN:

- A. AGREEMENT TO WELCOME PENG HU COUNTY OFFICIALS TO TRAVIS COUNTY IN LATE OCTOBER 2013; AND

- B. OPPORTUNITY FOR DELEGATION FROM PENG HU COUNTY TO APPEAR BEFORE THE TRAVIS COUNTY COMMISSIONERS COURT TO SIGN DOCUMENTS ESTABLISHING A SISTER-COUNTY PROGRAM WITH TRAVIS COUNTY TO FOSTER COOPERATION IN CULTURE, TOURISM, EDUCATION, RESEARCH, SCIENCE AND TECHNOLOGY, AND RENEWABLE ENERGY.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached letter and previous agenda information.

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Travis County Commissioners Court

SAMUEL T. BISCOE
County Judge

RON DAVIS
Commissioner, Pct. 1

BRUCE TODD
Commissioner, Pct. 2

GERALD DAUGHERTY
Commissioner, Pct. 3



MARGARET J. GÓMEZ
Commissioner, Pct. 4

Travis County Administration Building, 700 Lavaca St., Commissioners Courtroom, 1st Floor, Austin, Tx 78701

June 18, 2013

Honorable County Chief Wang, Chien-Fa
County Government, Penghu County
32 Chihping Road
Makung Penhu, Taiwan, R.O.C.

RE: Invitation to Visit Travis County, Texas, USA

Dear Honorable County Chief Wang, Chien-Fa:

Thank you for your letter dated May 21, 2013 in which you encourage the establishment of a Sister-County relationship to develop economic and business cooperation as well as share aspects of our respective cultures.

On behalf of Travis County, Texas, it is our honor to officially invite a Penghu County delegation to visit with government, business and community leaders in Austin, Texas.

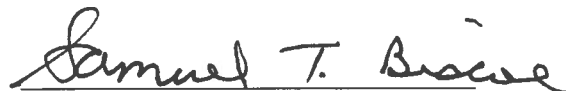
Travis County is located in south central Texas and has a population of more than one million residents. Our county seat is Austin, the capital of Texas. Additionally, Travis County is home to twenty-two smaller cities.

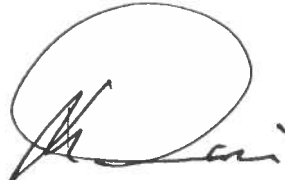
Our local economy is full of innovative enterprises, such as technology, digital, media, clean energy and life sciences. The area's diverse business

climate has provided consistent job growth for some of the world's most successful companies, including Dell, Motorola, IBM, Samsung and Applied Materials. Moreover, thousands of college graduates each year provide a steady source of employees that help drive our local economy.


With Penghu's rich history, cultural tourism and strong economy, we are certain there are countless opportunities for collaboration and exchange. Please accept our invitation for your delegation to visit Travis County in 2013 or at any time afterwards.

Sincerely,


SAMUEL T. BISCOE
Travis County Judge



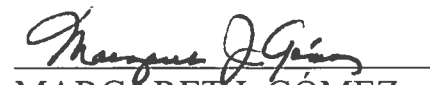
RON DAVIS
Commissioner, Pct. 1



BRUCE TODD
Commissioner, Pct. 2

absent

GERALD DAUGHERTY
Commissioner, Pct. 3



MARGARET J. GOMEZ
Commissioner, Pct. 4

Item 21 REVISED



Travis County Commissioners Court Agenda Request

Meeting Date: June 18, 2013
Prepared By/Phone Number: David Salazar, 854-9555
Elected/Appointed Official/Dept. Head: County Judge
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING REQUESTS FROM PENG HU COUNTY GOVERNMENT IN TAIWAN:

- A. REQUEST FROM WANG, CHIN-FA TO ESTABLISH A SISTER-COUNTY PROGRAM WITH TRAVIS COUNTY TO FOSTER COOPERATION IN CULTURE, TOURISM, EDUCATION, RESEARCH, SCIENCE AND TECHNOLOGY, AND RENEWABLE ENERGY;
- B. REQUEST FOR INVITATION FOR PENG HU COUNTY OFFICIALS TO VISIT TRAVIS COUNTY; AND
- C. RELATED ISSUES.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached documents.

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

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.



SAMUEL T. BISCOE
COUNTY JUDGE

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. BOX 1748 ROOM 520
AUSTIN, TEXAS 78767
(512) 854-9555
(512) 854-9535 FAX

MEMORANDUM

TO: Commissioners Court Members

FROM: Samuel T. Biscoe, Travis County Judge

DATE: June 14, 2013

RE: Item 21 on June 18, 2013 Agenda
Requests from Penghu County Government in
Taiwan

We recently received a letter (attached) from Wang, Chien-Fa, County Chief of Peng Hu County in Taiwan requesting that the Court consider the following:

- A. The establishment of a cooperative Sister-County relationship to share aspects of each County's culture that might lead to enhancing the development of the economy, trade, tourism, science, education and social welfare; and
- B. The hosting of a visit of a delegation of Penghu County officials as the beginning of Travis County's partnership.

As Travis County has long been recognized as a leader in local government, establishing such a relationship may prove to be valuable in re-examining current practices and lead to future innovations in management and governance for both Counties.

Government of Penghu County

May 21, 2013

Travis County, Texas

Honorable County Judge Sam T. Biscoe:

Sherry Wang of "World Journal" was in Taiwan this month. During her stay, she specifically visited Penghu County. It's our understanding that she loves both places, Travis and Penghu Counties, due to their wonderful living environment and their lovely people. She thinks that the people in our two areas can cooperate and work together for future development. Further, she suggested that Travis and Penghu Counties should establish a Sister-County type of partnership.

Travis County situates at where the capital of the State of Texas is. We recognize that Travis County has been a model in management for local governments. This County is also a place of great developments in culture, economy, trade, science, education, and society welfare. People in this county emphasize democracy, freedom, and justice and equality.

Penghu County is located in the middle of the Taiwan Strait, an island of tourism which has been an important resource of Taiwan. It is also identified as a low-carbon area. This County consists of 90 islands of different sizes, being considered a focal point composed of cultures from the continent and the surrounding oceans. A famous magazine, "Lonely Planet," has identified "Penghu" to be one of the 10 great, mysterious islands in the world, because of its excellent infrastructure, friendly people, and great protection in environment. Also, Penghu has been selected as a Member of the organization, so called "Most Beautiful Bays in the World."

This letter expresses our respect and friendship to you, County Judge, other County Commissioners, and the people in Travis County. We hope, cooperatively, that Travis and Penghu Counties could have a plan to establish a Sister-County Program. This shall provide a great opportunity for cooperation and developments in culture, tourism, education, research, science and technology, and the renewable energy. Travis County may provide the best guidance to Penghu in various areas, while Penghu County can be an excellent partner of Travis County in Pacific Asia.

We would expect our two entities, Travis County and Penghu County, create, and establish a close relationship in the future. Again we express our sincere wishes and respect to the honorable County Judge and Travis County Commissioners, and the great citizens in Travis County.

Respectfully,

Wang, Chien-Fa

Wang, Chien-Fa
County Chief, Penghu County

County Government, Penghu County
32 Chihping Road, Makung Penhu, Taiwan, R.O.C.
Tel: 886-6-9272300 Fax: 886-6-9264060
Email: hdlid@ms12.hinet.net

Penghu County Government

澎湖縣政府

德克薩斯州崔維思郡

Samuel T. Biscoe 郡長閣下

世界日報 Sherry Wang(柯筱蓉小姐)在今年五月抵達台灣,期間特地到澎湖縣進行參訪,她非常熱愛貴郡以及澎湖縣兩地宜人的生活環境以及友善的風土民情,更關心兩地人民未來長遠的合作發展,提議推動崔維思郡和澎湖縣做為姊妹縣。

貴郡是德州首府所在地,人民崇尚民主、自由與正義,在文化、經貿、科技、教育以及社會福利各領域都屬高度文明發展地區,是地方治理成功的典範。

澎湖縣位處台灣海峽中點,是臺灣重要的觀光度假島嶼,也是低碳計畫的指標地區。大小 90 座島嶼是大陸文明與海洋文明交融而成的文化瑰寶,各項基礎設施完善、人民熱情友善、重視島嶼環境維護與海洋生態保育,是寂寞星球雜誌(Lonely Planet)所評選的世界十大神秘島,也是「世界最美麗海灣組織」(the Most Beautiful Bays in the World)的會員。

這封信函表達對 郡長閣下、各位議員以及貴郡人民來自太平洋西岸台灣澎湖縣最誠摯的友誼,希望我們一起促成崔維思郡與澎湖縣締結姊妹縣的計畫,讓兩地的人民未來在文化、科技、再生能源、經貿、旅遊、教育、學術方面,有合作發展的機會。崔維思郡是澎湖縣在美國德州交流最好的指引者,澎湖縣也是崔維思郡在亞洲發展的新基地。

我們衷心期盼 郡長閣下、各位議員以及所有人民幸福繁榮,崔維思郡與澎湖縣兩地在不遠的將來能開創更緊密的友誼。

澎湖縣縣長 王乾發



敬上

05/21/2013

澎湖縣馬公市治平路32號

32 Chihping RD, Makung Penghu, Taiwan R.O.C

Tel:886-6-9272300 Fax:886-6-9264060

Travis County Commissioners Court

SAMUEL T. BISCOE
County Judge

RON DAVIS
Commissioner, Pct. 1

BRUCE TODD
Commissioner, Pct. 2

GERALD DAUGHERTY
Commissioner, Pct. 3



MARGARET J. GÓMEZ
Commissioner, Pct. 4

Travis County Administration Building, 700 Lavaca St., Commissioners Courtroom, 1st Floor, Austin, Tx 78701

June 18, 2013

Honorable County Chief Wang, Chien-Fa
County Government, Penghu County
32 Chihping Road
Makung Penhu, Taiwan, R.O.C.

RE: Invitation to Visit Travis County, Texas, USA

Dear Honorable County Chief Wang, Chien-Fa:

Thank you for your letter dated May 21, 2013 in which you discuss the establishment of a Sister-County relationship to develop economic and business cooperation as well as share aspects of our respective cultures.

On behalf of Travis County, Texas, it is our honor to officially invite a Penghu County delegation to visit with government, business and community leaders in Austin, Texas.

Travis County is located in south central Texas and has a population of more than one million residents. Our county seat is Austin, the capital of Texas. Additionally, Travis County is home to twenty-two smaller cities.

Our local economy is full of innovative enterprises, such as technology, digital, media, clean energy and life sciences. The area's diverse business

climate has provided consistent job growth for some of the world's most successful companies, including Dell, Motorola, IBM, Samsung and Applied Materials. Moreover, thousands of college graduates each year provide a steady source of employees that help drive our local economy.

With Penghu's rich history, cultural tourism and strong economy, we are certain there are countless opportunities for collaboration and exchange. Please accept our invitation for your delegation to visit Travis County in 2013 or at any time afterwards.

Sincerely,

SAMUEL T. BISCOE
Travis County Judge

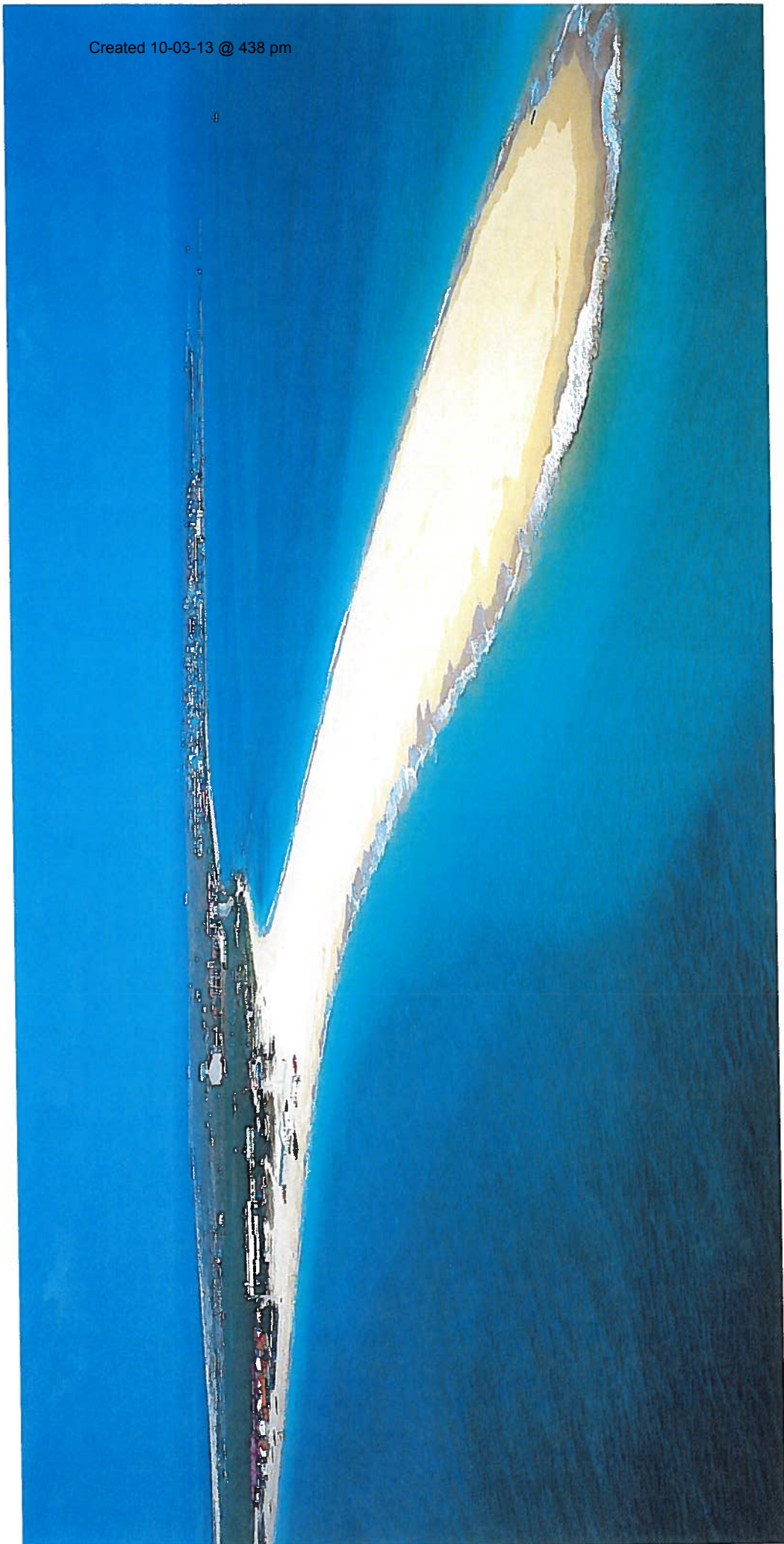
RON DAVIS
Commissioner, Pct. 1

BRUCE TODD
Commissioner, Pct. 2

GERALD DAUGHERTY
Commissioner, Pct. 3

MARGARET J. GÓMEZ
Commissioner, Pct. 4





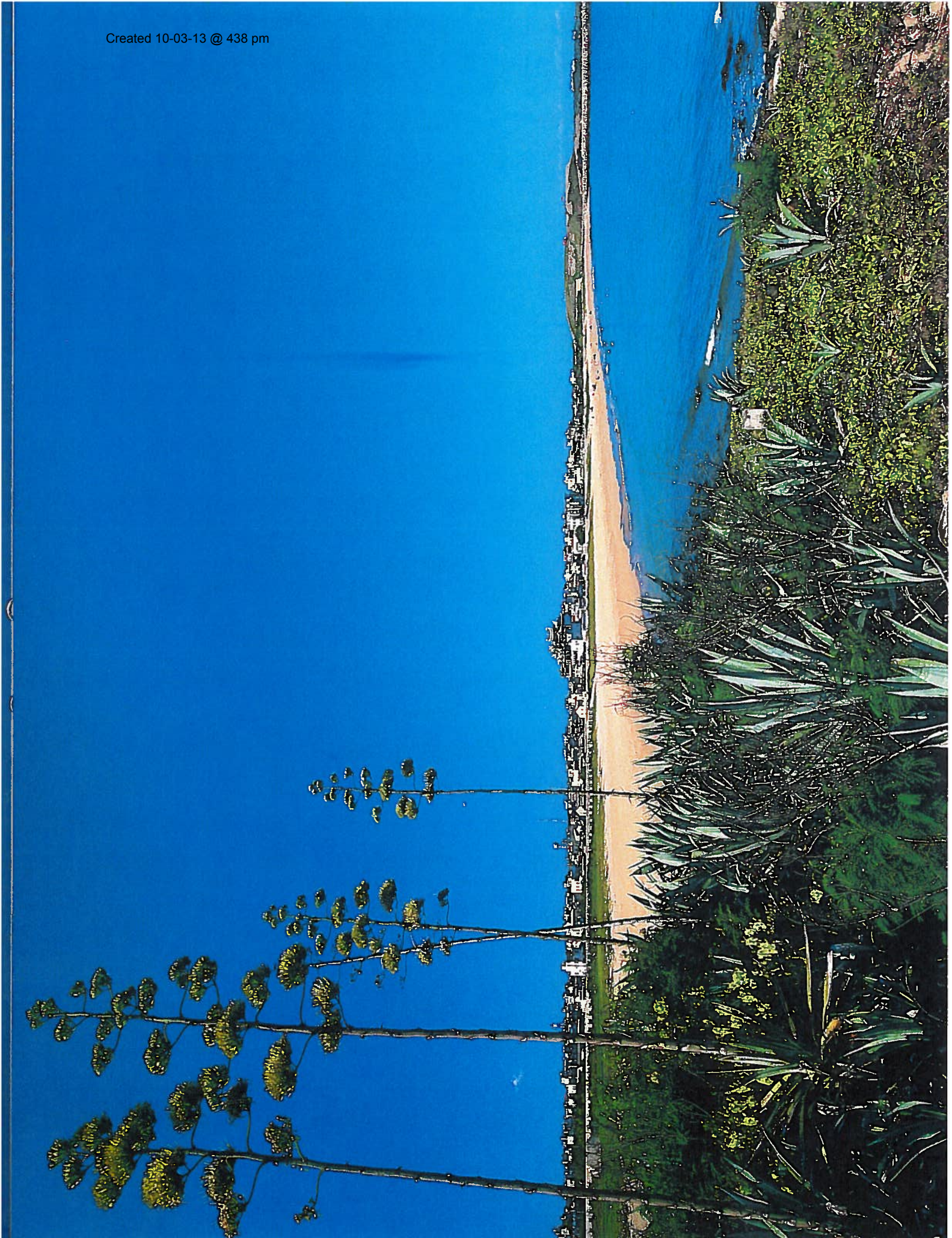
吉貝沙嘴 Jibei Sand Beach

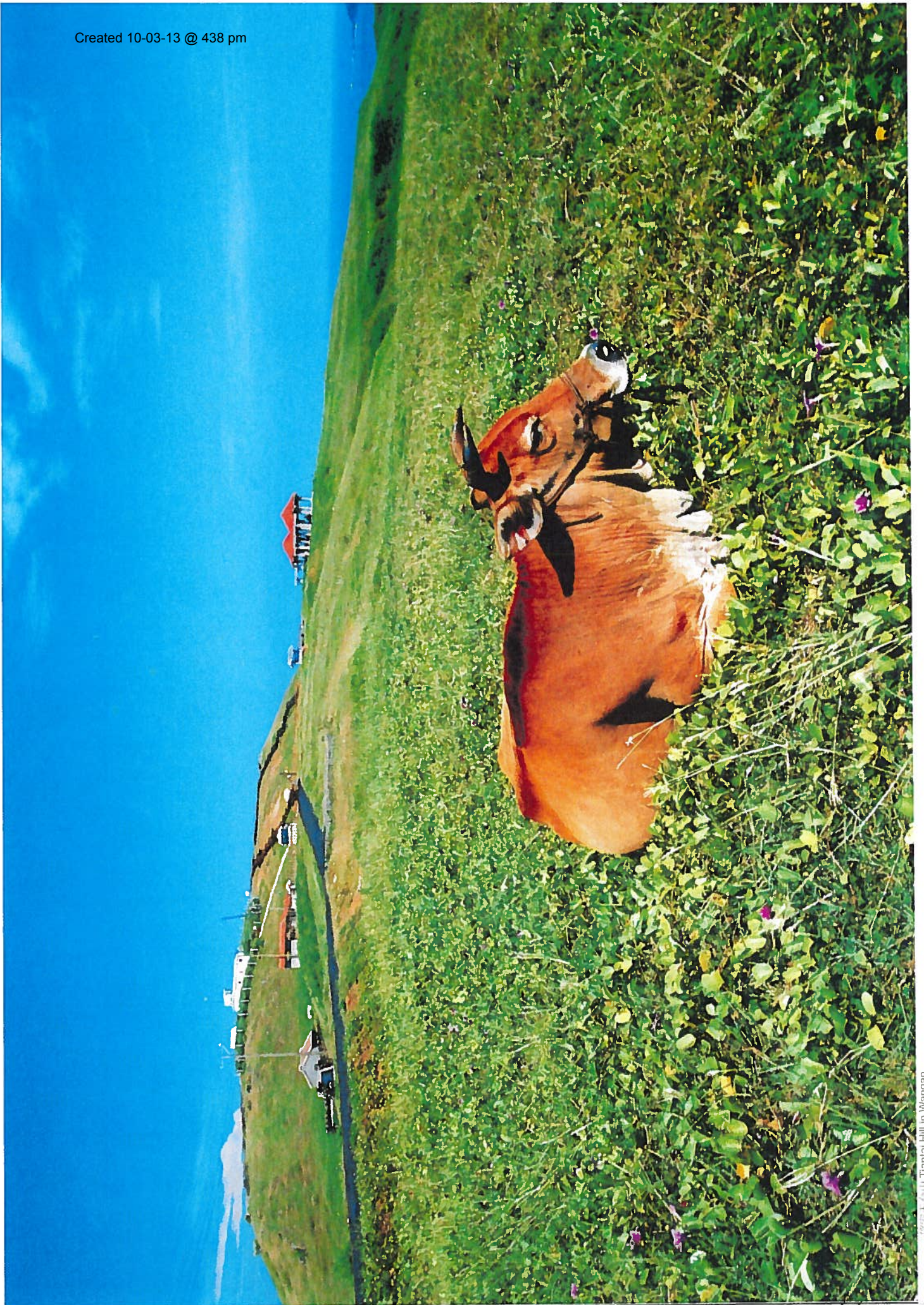
吉貝的沙嘴是摘不下的
一枚彎月
沙灘纖形幻變，因為
對於風的致感

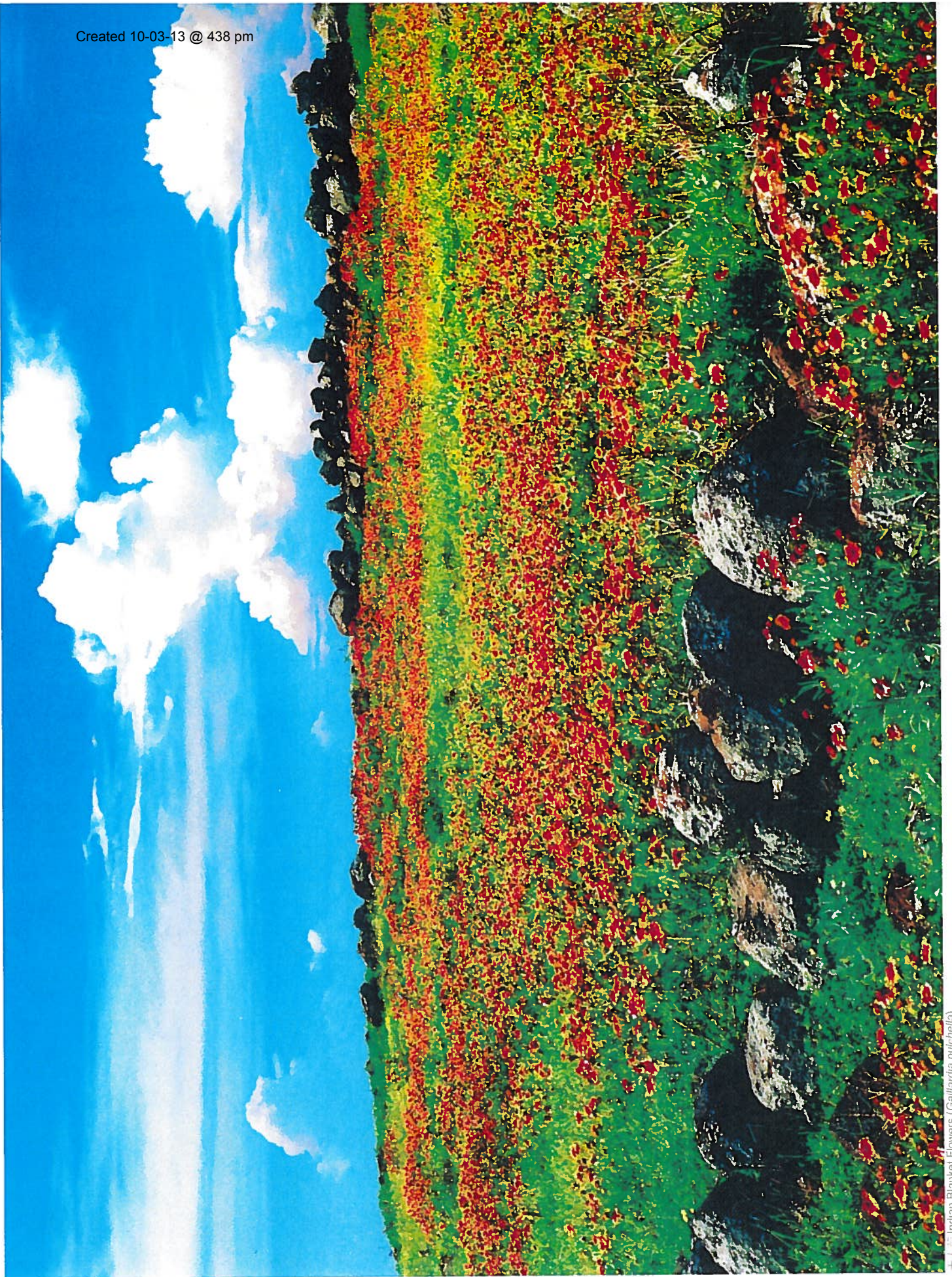
讀著貝殼，讀著珊瑚
也讀著石應聽過的
透明海水
讀成了一個彎彎的擁抱

Jibei Sand Beach Beak, a crescent you cannot pluck
Sensitively dancing to the wind, the fine beach magically changes form

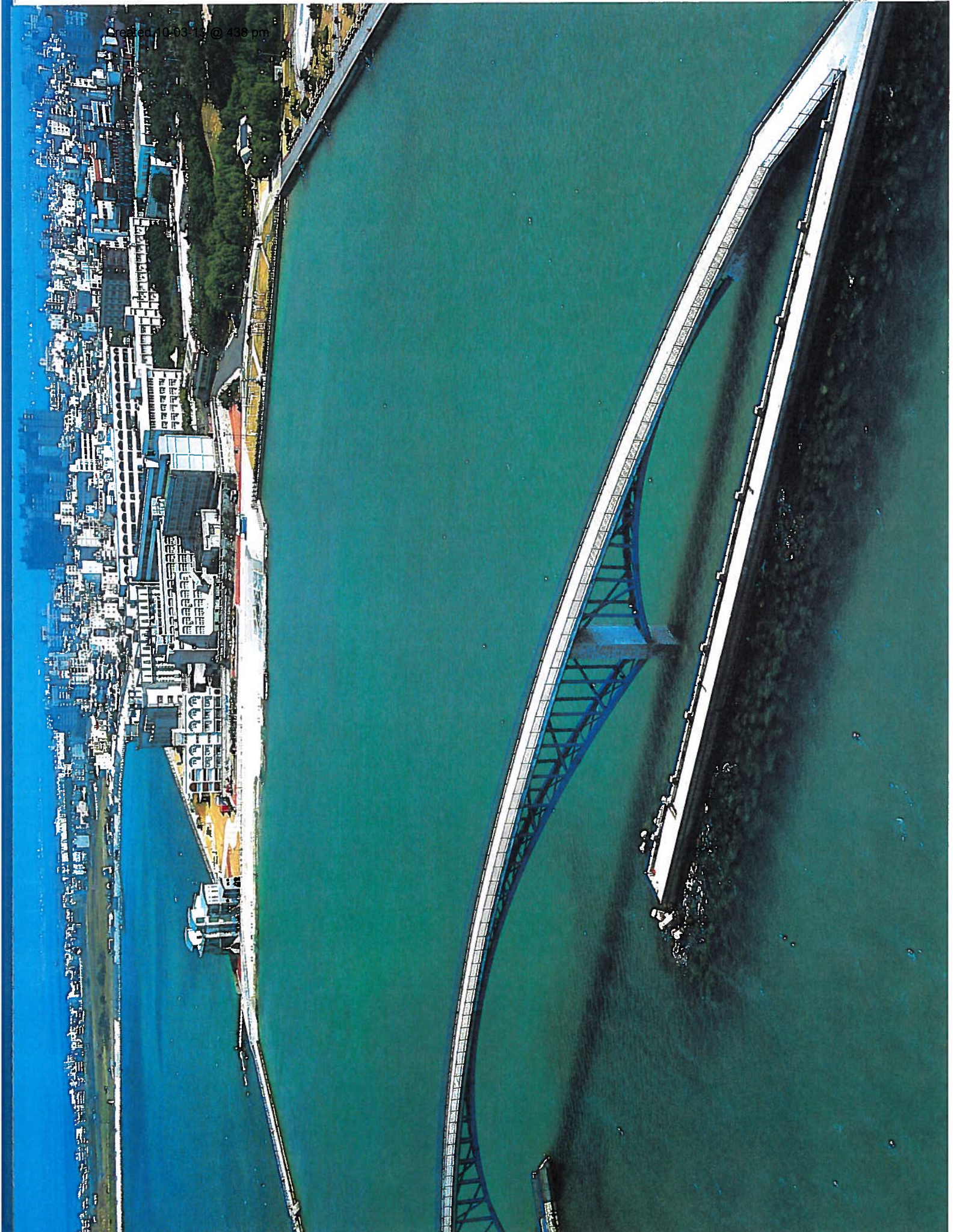
Reading shells, reading corals
Reading transparent sea filtered by stone weirs
Ocean hugged by the bay







夫人花 Indian Blanket Flowers (*Gaillardia pinnatifida*)





水清風靜一奇島之星 Jyudao Star

WHEREAS, I-35 is a highway of international significance connecting Mexico, the United States and Canada, stretching from Laredo, TX to Duluth, MN; and

WHEREAS, Travis County is bisected by 28.5 miles or 182 main lane miles of I-35 from the Hays County line to the Williamson County line; and

WHEREAS, the portion of I-35 in Travis County has been identified as the fourth most congested corridor in the State of Texas; and

WHEREAS, I-35 carries approximately 200,000 vehicles per day through Travis County; and

WHEREAS, Travis County and the Austin Metro Region was cited by the U.S. Census Bureau as the second fastest growing large metro area in the United States from 2010 – 2011 and is served by I-35; and

WHEREAS, this section of the I-35 corridor through Travis County is listed as the fourth worst trucking bottleneck of freight significant highways in the United States; and

WHEREAS, additional capacity is needed to sustain the growth and economic vitality of the I-35 corridor and for the benefit of the region, state and nation; and

WHEREAS, it is time to undertake a comprehensive solution to address the I-35 corridor congestion in Travis County and the Central Texas Region; and

WHEREAS, Travis County agrees the Texas Department of Transportation is the agency to best lead and coordinate the process of identifying possible improvements to the corridor with active involvement from Travis County and all regional partners; and

WHEREAS, the I-35 Corridor Advisory Committee, established by the Texas Transportation Commission, has recognized the need to address transportation challenges in the I-35 corridor and the value of using a holistic approach with extensive public involvement in the development of a comprehensive plan to address these challenges.

NOW, THEREFORE, BE IT RESOLVED Travis County encourages The Mobility 35 Capital Area Program; the Texas Department of Transportation; the City of Austin; Hays, Williamson and Travis Counties; and the public to continue to work cooperatively to identify strategies to improve I-35 in this region. This ongoing effort has generated proposed concepts to improve operational efficiencies, safety and capacity in the I-35 corridor.

NOW, THEREFORE, BE IT FURTHER RESOLVED that Travis County supports and recommends that the Texas Department of Transportation provide leadership for a multiagency team to advance these recommendations by leading future project development, environmental planning and implementation efforts for short and long term alternatives, including consideration of managed toll lanes along the I-35 corridor with other measures that will provide additional capacity and operational improvements along the general purpose lanes in the I-35 corridor through Travis County.

SIGNED AND ENTERED THE 8th DAY OF October, 2013.

Samuel T. Biscoe
County Judge

Ron Davis
Commissioner, Precinct 1

Gerald Daugherty
Commissioner, Precinct 3

Bruce Todd
Commissioner, Precinct 2

Margaret J. Gómez
Commissioner, Precinct 4



Travis County Commissioners Court Agenda Request

Meeting Date: 10/8/2013

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

Elected/Appointed Official/Dept. Head: Hershel Lee, Fire Marshal

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION ON A PROCLAMATION DECLARING OCTOBER 6-12, 2013 AS "FIRE PREVENTION WEEK" IN TRAVIS COUNTY.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Hershel Lee

Danny Hobby

Commissioners Court

TRAVIS COUNTY FIRE MARSHAL'S OFFICE

HERSHEL LEE, FIRE MARSHAL
P. O. BOX 1748, AUSTIN, TEXAS 78767
(512) 854-4621, FAX (512) 854-6471



MEMORANDUM

To: Travis County Commissioners Court
From: Hershel Lee, Travis County Fire Marshal
Date: October 1, 2013
Subject: Fire Prevention Week

October 6-12, 2013 is Fire Prevention Week. Fire Prevention Week was established to commemorate the Great Chicago Fire from 1871. That fire killed more than 250 people, left 100,000 homeless and destroyed more than 17,400 structures.

The focus of Fire Prevention Week in 2013 is "Prevent Kitchen Fires."

- In 2011, U.S. fire departments responded to 370,000 home structure fires. These fires caused 13,910 civilian injuries, 2,520 civilian deaths, \$6.9 billion in direct damage.
- On average, seven people die in U.S. home fires per day.
- Cooking is the leading cause of home fires and home fire injuries, followed by heating equipment. Smoking is a leading cause of civilian home fire deaths.
- Two of every five home fires start in the kitchen.
- Unattended cooking was a factor in 34% of reported home cooking fires.
- Two-thirds of home cooking fires started with ignition of food or other cooking materials.

Travis County Fire Officials want to remind everyone of the dangers associated with unattended cooking which can result in a kitchen fire.

We want everyone to remember to **STAND BY YOUR PAN!**

Travis County Commissioners Court



Proclamation

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

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

WHEREAS, cooking is the leading cause of home fires in the United States where fire departments responded to more than 156,000 annually between 2007 and 2011; and

WHEREAS, unattended equipment was a factor in one-third of the reported cooking fires; and

WHEREAS, residents should stay in the kitchen when frying food on the stovetop, keep a three-foot kid-free zone around cooking areas and keep anything that can catch fire away from stove tops; and

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

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, the 2013 Fire Prevention Week theme, "Prevent Kitchen Fires!" effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires.

NOW THEREFORE, BE IT RESOLVED, THAT WE, THE TRAVIS COUNTY COMMISSIONERS COURT, PROCLAIM OCTOBER 6 THROUGH OCTOBER 12, 2013 AS "FIRE PREVENTION WEEK" IN TRAVIS COUNTY; AND ENCOURAGE ALL RESIDENTS OF TRAVIS COUNTY TO PARTICIPATE IN FIRE PREVENTION ACTIVITIES AT HOME, WORK AND SCHOOL.

SIGNED AND ENTERED ON THE 8TH DAY OF OCTOBER 2013.

SAMUEL T. BISCOE
Travis County Judge

RON DAVIS
Commissioner, Pct. 1

BRUCE TODD
Commissioner, Pct. 2

GERRARD BAUGHERTY

MARGARET COMER



Travis County Commissioners Court Agenda Request

Meeting Date: October 1, 2013

Prepared By/Phone Number: Juanita Jackson 854-4467

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Approve Resolution Celebrating "4-H Week" in Travis County.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The 4-H Youth Development Program of the Texas A&M AgriLife Extension Service has been in operation for over 106 years providing experience-based education to youngsters throughout Texas. Locally, this program seeks to provide a learning experience for children, including head, heart, hands, and health. Youth, ages 8-19, acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive, and contributing members of society.

In conjunction with National 4-H Week, staff requests that the Court celebrate 4-H Week in Travis County from October 6, through October 12, 2013.

STAFF RECOMMENDATIONS:

Staff recommends approval of the requested Resolution recognizing the Texas A&M AgriLife Extension Service Travis County for its investment in the community and Travis County youth.

ISSUES AND OPPORTUNITIES:

This is an opportunity to increase the awareness and availability of 4-H programs in Travis County and support the enrichment and education of Travis County youth.

FISCAL IMPACT AND SOURCE OF FUNDING:

Approving this resolution will not increase the County Budget.

REQUIRED AUTHORIZATIONS:

Mary Etta Gerhardt, Assistant County Attorney

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

Travis County Commissioners Court



Proclamation

WHEREAS, The Travis County Commissioners Court is proud to honor the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service for 106 years of providing experience-based education to youngsters throughout the Lone Star State; and

WHEREAS, This admirable program, which seeks to provide a learning experience for the whole child, including head, heart, hands, and health, helps young Texans to acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive, and contributing members of our society; and

WHEREAS, Its more than 619,000 urban, suburban, and rural youth participants, ranging in age from eight to nineteen, hail from diverse ethnic and socioeconomic backgrounds and truly represent a cross-section of the state; and

WHEREAS, The program undoubtedly could not have achieved the success that it has today were it not for the service of its more than 56,000 volunteers, who have given generously of their time, talents, energies, and resources to the youth of Texas; and

WHEREAS, Throughout its proud history, the 4-H program has developed positive role models for countless Texans and through its innovative and inspiring programs, continues to build character and to instill the values that have made our state strong and great;

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE TRAVIS COUNTY COMMISSIONERS COURT, DO HEREBY PROCLAIM OCTOBER 6 - 12, 2013, AS

NATIONAL 4-H WEEK TRAVIS COUNTY

BY COMMENDING THE 4-H YOUTH DEVELOPMENT PROGRAM OF THE TEXAS A&M AGRILIFE EXTENSION SERVICE AND THE MANY MEN AND WOMEN WHO HAVE MADE THE PROGRAM A SUCCESS AND URGE THE PEOPLE OF THIS COMMUNITY TO TAKE ADVANTAGE OF THE OPPORTUNITY TO BECOME MORE AWARE OF THIS SPECIAL PROGRAM WHICH GIVES YOUTH THE CHANCE TO LEARN TOGETHER AND ON THEIR OWN AS PART OF TRAVIS COUNTY 4-H, AND TO JOIN US IN RECOGNIZING THE TEXAS A&M AGRILIFE EXTENSION SERVICE AND THE UNIQUE PARTNERSHIP BETWEEN TRAVIS COUNTY AND THE TEXAS A&M UNIVERSITY SYSTEM.

SIGNED AND ENTERED THIS _____ DAY OF OCTOBER 2013.

SAMUEL T. BISCOE
COUNTY JUDGE

RON DAVIS
COMMISSIONER, PRECINCT 1

BRUCE TODD
COMMISSIONER, PRECINCT 2

GERALD DAUGHERTY
COMMISSIONER, PRECINCT 3

MARGARET J. GOMEZ
COMMISSIONER, PRECINCT 4



Travis County Commissioners Court Agenda Request

Meeting Date: October 8, 2013

Prepared By/Phone Number: Edith Moreida X49444

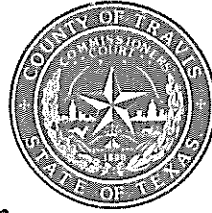
Elected/Appointed Official/Dept. Head: Commissioner Gomez

Commissioners Court Sponsor: Commissioner Gomez

AGENDA LANGUAGE:

APPROVE PROCLAMATION DESIGNATING OCTOBER 12 THROUGH 21, 2013 AS "THE THIRTEENTH ANNUAL BI-NATIONAL HEALTH WEEK" THROUGHOUT TRAVIS COUNTY.

Travis County Commissioners Court



Proclamation

- WHEREAS,** Binational Health Week is a coordinated effort between the U.S. and the Consulates of México, El Salvador, Guatemala, Honduras, Columbia, Ecuador and Peru throughout the nation to improve the quality of life of underserved Latino populations by expanding their access to healthcare and providing two free weeks of health services and activities; and,
- WHEREAS,** According to the 2010 United States Census, 16% of this country's population is of Hispanic or Latino origin; and,
- WHEREAS,** Improving the health of mobile populations requires multiple approaches in service design, delivery, funding priorities, and most fundamentally, requires strong binational commitment; and,
- WHEREAS,** In 2012 almost half a million people nation-wide benefited from Binational Health Week activities; and,
- WHEREAS,** In Travis County, the Ventanilla de Salud at the Consulate General of coordinates Binational Health Week, as well as providing year-round outreach efforts focused on uninsured and underinsured Latino populations to raise awareness about preventive health and available health services; and,
- WHEREAS,** Travis County acknowledges the coordination by the Ventanilla de Salud in Austin and the contributions of many organizations and volunteers collaborating in the organization of health fairs and educational health workshops; and,
- WHEREAS,** Binational Health Week provides an opportunity to highlight critical health issues in Travis County and throughout the United States and will serve as the basis for future bilateral efforts; and

WHEREAS, Travis County is committed to recognizing and honoring those observances that are dedicated to the best ideals of public services, and Binational Health Week is one such worthy observance.

NOW, THEREFORE, BE IT PROCLAIMED THAT THE TRAVIS COUNTY COMMISSIONERS COURT SALUTES THOSE EFFORTS TO IMPROVE PUBLIC HEALTH, AND PROCLAIMS OCTOBER 12-21, 2013 BE "THE THIRTEENTH ANNUAL BINATIONAL HEALTH WEEK" THROUGHOUT TRAVIS COUNTY, TEXAS.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 8TH DAY OF OCTOBER, 2013.

SAMUEL T. BISCOE
County Judge

RON DAVIS
Commissioner, Precinct 1

BRUCE TODD
Commissioner, Precinct 2

GERALD DAUGHERTY
Commissioner, Precinct 3

MARGARET J. GÓMEZ
Commissioner, Precinct 4



Travis County Commissioners Court Agenda Request

Meeting Date: October 8, 2013

Prepared By/Phone Number: Sara Krause/512-854-9230

Elected/Appointed Official/Dept. Head: Commissioner Bruce Todd

Commissioners Court Sponsor: Commissioner Bruce Todd

AGENDA LANGUAGE:

APPROVE PROCLAMATION RECOGNIZING OCTOBER 2013 AS INTERNATIONAL ALPHA DELTA KAPPA MONTH IN TRAVIS COUNTY.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS: See attached proclamation.

ISSUES AND OPPORTUNITIES: See attached proclamation.

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS: N/A



Travis County Commissioners Court Agenda Request

Meeting Date: October 8, 2013

Prepared By: Michael Hettenhausen, Planner **Phone #:** (512) 854-7563

Division Director/Manager: Anna Bowlin, Division Director of Development Services and Long Range Planning

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on a plat for recording: Belvedere Phase VII-A Final Plat (Short Form Final Plat – 11 total lots – 14.49 acres – Rollins Drive – No ETJ) in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

This final plat consists of 11 total lots (10 single family residential lots and one greenbelt, drainage easement, water quality easement, and public utility easement lot) on 14.49 acres. There are no public or private streets proposed with this final plat; all lots are platted from Rollins Drive. Water service will be provided by West Travis County Public Utility Agency, and wastewater service will be provided by the individual on-site septic facilities. Parkland fees in lieu of dedication were satisfied during the recordation of Belvedere Phase One.

STAFF RECOMMENDATIONS:

This plat application meets all Travis County subdivision requirements; staff recommends approval of the final plat.

ISSUES AND OPPORTUNITIES:

Staff has not been contacted by anyone via e-mail, telephone, or letter on this development, and staff has not registered any interested parties nor received any other inquiries for this project.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

Precinct map

Location map

Proposed final plat

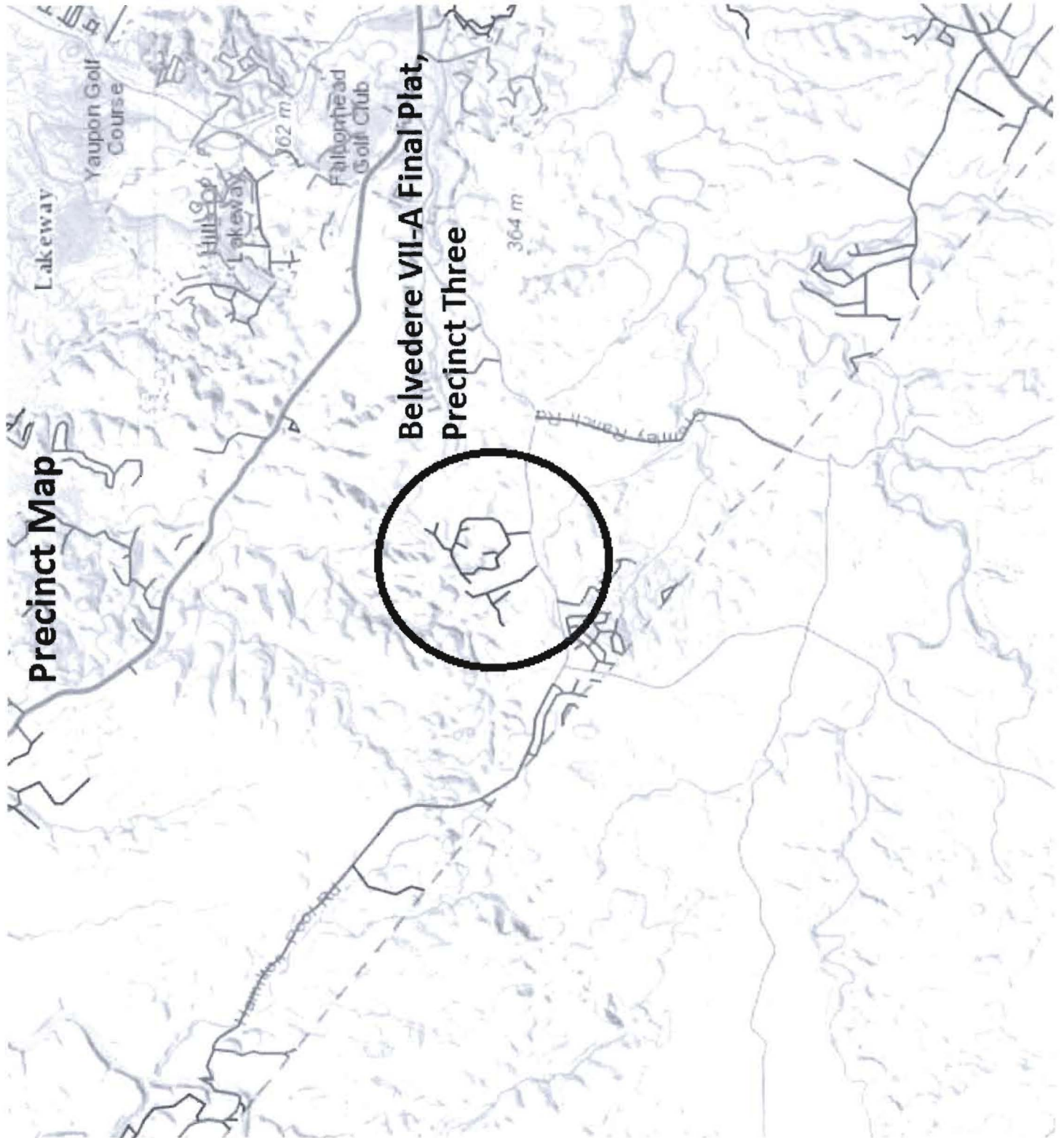
REQUIRED AUTHORIZATIONS:

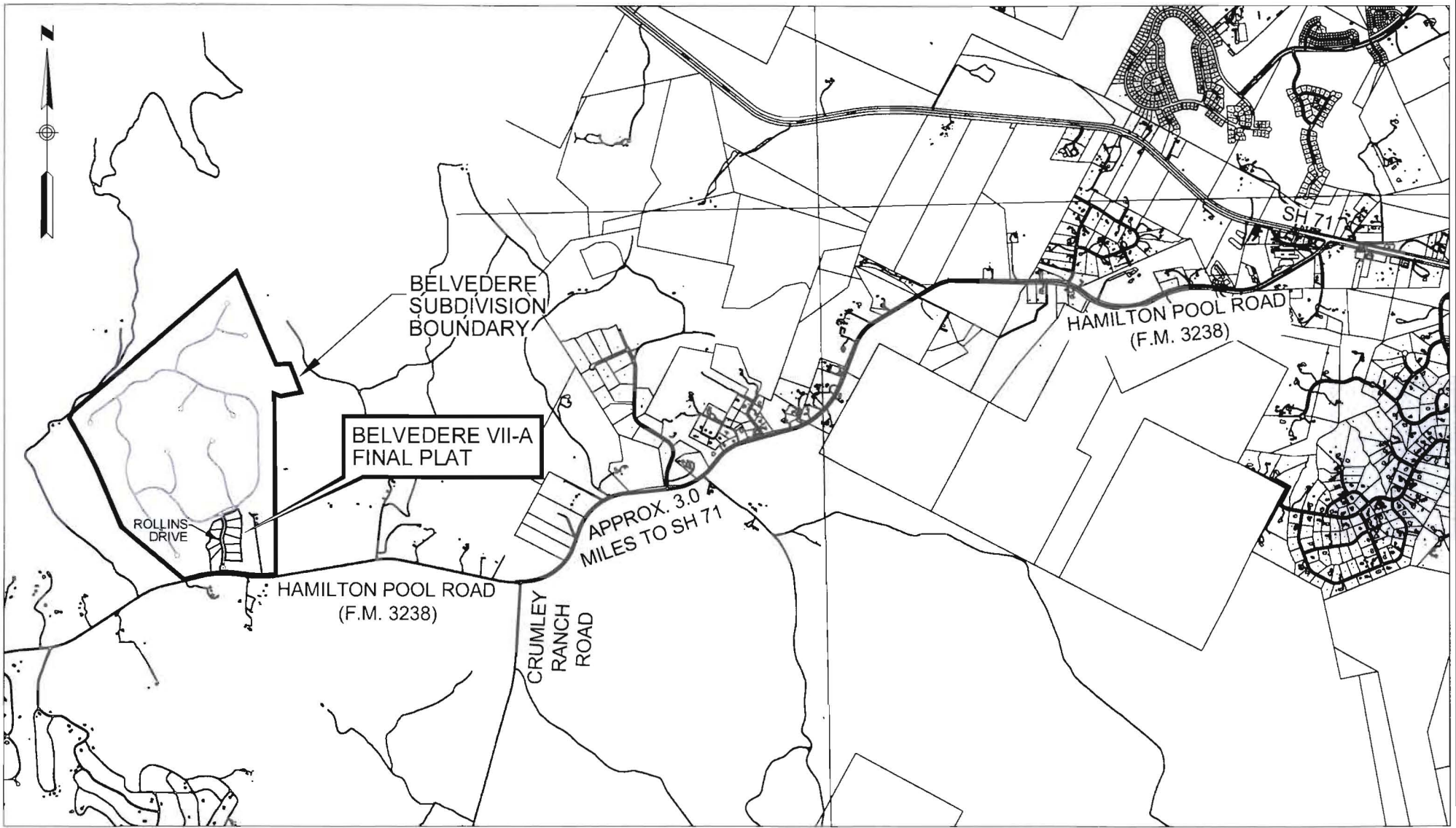
Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

CC:

SM:AB:mh

1101 - Development Services Long Range Planning - Belvedere Phase VII-A Final Plat





LJA Engineering, Inc.

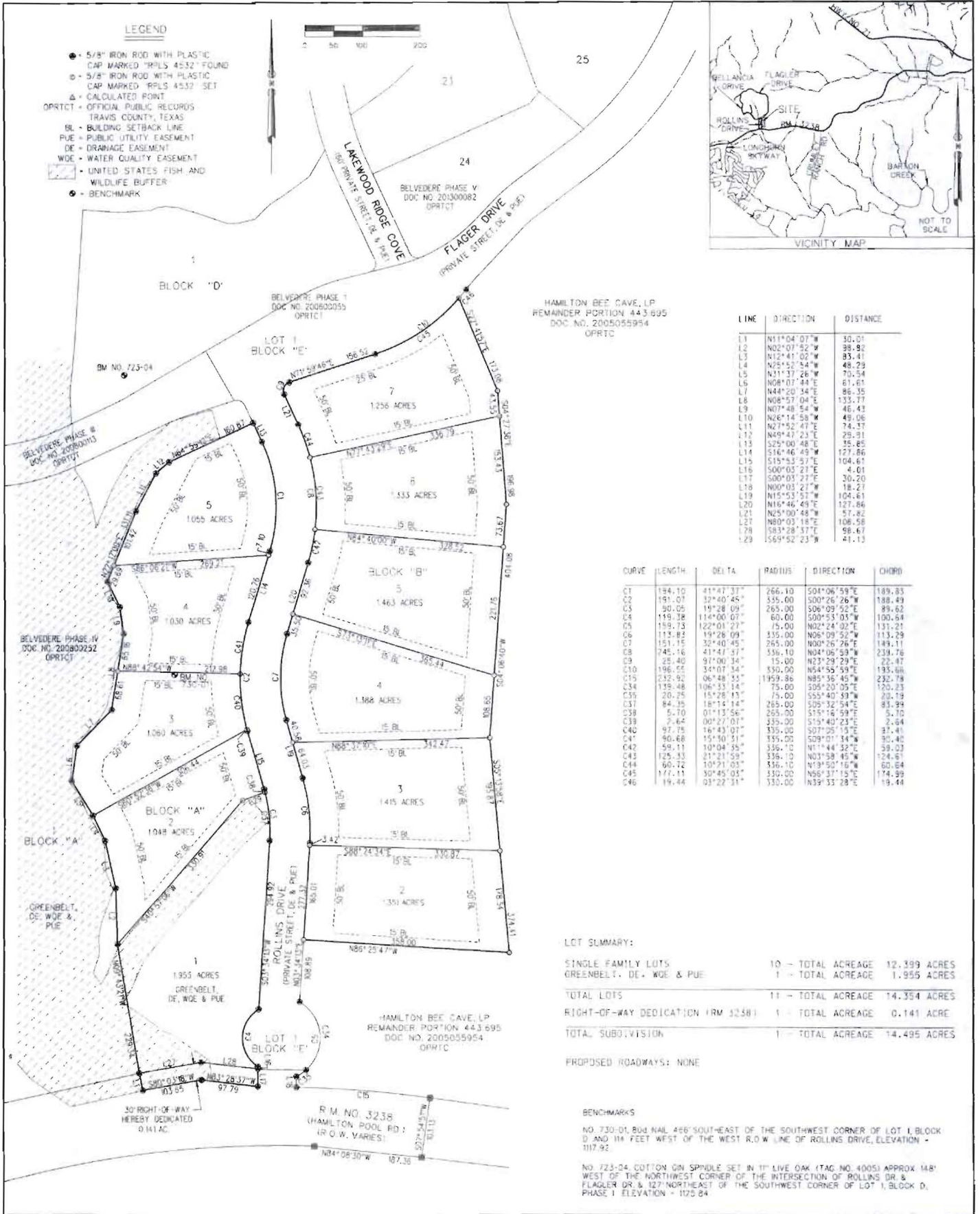
5316 Highway 290 West
Suite 150
Austin, Texas 78735



Phone 512.439.4700
Fax 512.439.4716
FRN-F-1386

**BELVEDERE PHASE VII-A
PROJECT LOCATION MAP**

SCALE: 1" = 3000'



<p>RAMSEY LAND SURVEYING, L.L.C.</p> <p>8718 SOUTHWEST PARKWAY P.O. BOX 92768 AUSTIN, TEXAS 78709-2768 PHONE (512) 301-9398 FAX (512) 301-9395 bramsy@lssurveying.com</p>	<p>BELVEDERE PHASE VII-A</p> <p>DATE: 08-16-13 PROJECT NO: 1464-04 DRAWING NO: 1464-03 SHEET NO: 2 OF 3 FILENAME: 1464-BVHTF1A.DWG</p>	<table border="1"> <thead> <tr> <th>NO</th> <th>REVISIONS</th> <th>DRN</th> <th>CHK</th> <th>DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO	REVISIONS	DRN	CHK	DATE																				
NO	REVISIONS	DRN	CHK	DATE																							

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS THAT HAMILTON BEE CAVE, L.P. BY AND THROUGH ITS GENERAL PARTNER, JOEL ROBUCK, OWNER OF 14.495 ACRES OF LAND SITUATED IN THE SAMUEL WILBY SURVEY NO. 528 ABSTRACT 1, TRAVIS COUNTY, TEXAS BEING A PORTION OF THAT CERTAIN 443.695 ACRES OF LAND CONVEYED TO US BY DEED RECORDED IN DOCUMENT NO. 2005058954 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY THE UNDERSIGNED OWNER DOES HEREBY SUBDIVIDE 14.495 ACRES OF LAND OUT OF SAID 443.695 ACRES IN ACCORDANCE WITH CHAPTER 232 OF THE TEXAS LOCAL GOVERNMENT CODE AND THIS PLAT TO BE KNOWN AS "BELVEDERE PHASE VII-A", SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON AND HEREBY DEDICATES TO THE OWNERS OF THE LOTS OF THE SUBDIVISION, PUBLIC UTILITIES SERVING THE SUBDIVISION, EMERGENCY SERVICE PROVIDERS WITH JURISDICTION AND PUBLIC SERVICE AGENCIES THE USE OF ALL PRIVATE STREETS AND OTHER EASEMENTS, SHOWN HEREON SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, THE MAINTENANCE AND PAYMENT OF REAL PROPERTY TAXES ON SUCH PRIVATE STREETS ARE THE RESPONSIBILITY OF THE OWNER(S) OF THE SUBDIVISION OR ANY DULY CONSTITUTED HOMEOWNERS ASSOCIATION UNDER THAT CERTAIN INSTRUMENT OF RECORD AT DOCUMENT NO. 200622950 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY AN EXPRESS EASEMENT IS HEREBY GRANTED ACROSS SAID PRIVATE STREETS AND ANY COMMON AREAS FOR THE USE OF THE SURFACE FOR ALL GOVERNMENTAL FUNCTIONS, VEHICULAR AND NONVEHICULAR INCLUDING FIRE AND POLICE PROTECTION SOLID AND OTHER WASTE MATERIAL PICKUP, AND ANY OTHER PURPOSE ANY GOVERNMENTAL AUTHORITY DEEMS NECESSARY, AND OWNER FURTHER AGREES THAT ALL GOVERNMENTAL ENTITIES, THEIR AGENTS OR EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OCCURRING TO THE SURFACE OF SAID PRIVATE STREET AND ANY COMMON AREA AS A RESULT OF ANY SUCH USE BY GOVERNMENTAL VEHICLES. ALL PRIVATE STREETS SHOWN HEREON AND STREETS WITHIN THE BELVEDERE SUBDIVISION AND ANY SECURITY GATES OR DEVICES CONTROLLING ACCESS TO SUCH STREETS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OF THIS SUBDIVISION.

IN WITNESS WHEREOF HAMILTON BEE CAVE, L.P. HAVE CAUSED THESE PRESENTS TO BE EXECUTED BY THEIR GENERAL PARTNER, THIS 05 DAY OF SEPTEMBER, A.D., 2013

HAMILTON BEE CAVE, L.P.
A DELAWARE LIMITED PARTNERSHIP
Joel Robuck
JOEL ROBUCK, GENERAL PARTNER
2015 SNIDER PLAZA, SUITE 205
DALLAS, TEXAS 75205

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 05 DAY OF SEPTEMBER, 2013, A.D. BY JOEL ROBUCK, GENERAL PARTNER, HAMILTON BEE CAVE L.P. ON BEHALF OF SAID PARTNERSHIP.

NOTAR PUBLIC FOR TRAVIS COUNTY, TEXAS
Liza M. Strama
LIZA M. STRAMA
Notary Public
State of Texas
Comm. Expires 04-2016

SURVEYOR'S STATEMENT
I, WILLIAM H. RAMSEY, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT, WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND THAT ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED AS INDICATED HEREON.

9-12-13
DATE
William H. Ramsey
WILLIAM H. RAMSEY
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4532
8718 SOUTHWEST PARKWAY
P.O. BOX 92768
AUSTIN, TEXAS 78709-2768
PHONE: (512) 301-9398 FAX: (512) 301-9396



THE 100-YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENT AS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) #48493000595H, TRAVIS COUNTY, TEXAS, DATED SEPTEMBER 26, 2008.

9-12-2013
DATE
Brian Faltesek
BRIAN FALTESEK, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 105982
LVA ENGINEERING, INC.
5316 HWY 280 WEST
SUITE 150
AUSTIN, TEXAS 78735
PHONE: (512) 439-4700, FAX: (512) 439-4716



- GENERAL NOTES
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A MUNICIPAL WATER DISTRIBUTION SYSTEM OR AN APPROVED ON-SITE WATER WELL.
 - NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED PUBLIC SEWER SYSTEM OR APPROVED PRIVATE SEWAGE DISPOSAL SYSTEM.
 - NO OBJECTS, INCLUDING, BUT NOT LIMITED TO BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT, EXCEPT AS APPROVED BY BELVEDERE MUNICIPAL UTILITY DISTRICT AND/OR TRAVIS COUNTY.
 - PROPERTY OWNER OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY THE BELVEDERE MUNICIPAL UTILITY DISTRICT AND/OR TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
 - ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER OR HIS/HER ASSIGNS. ALL STRUCTURAL DRAINAGE IMPROVEMENTS SHALL BE OWNED AND MAINTAINED BY THE BELVEDERE MUNICIPAL UTILITY DISTRICT.
 - TRAVIS COUNTY DEVELOPMENT PERMIT REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
 - ALL STREETS & DRAINAGE FACILITIES WILL BE DESIGNED IN ACCORDANCE TO TRAVIS COUNTY CONSTRUCTION STANDARDS FOR STREET & DRAINAGE IN SUBDIVISIONS.
 - WATER SERVICE TO BE PROVIDED BY WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY OR STATE APPROVED WATER SYSTEM.
 - WASTEWATER SERVICE TO BE PROVIDED BY INDIVIDUAL ON-SITE WASTEWATER DISPOSAL.
 - ELECTRIC SERVICE TO BE PROVIDED BY PEDERNALES ELECTRIC CO-OP.
 - TELEPHONE SERVICE TO BE PROVIDED BY AT&T
 - PROJECT IS LOCATED WITHIN TRAVIS COUNTY AND IS NOT LOCATED WITHIN ANY OTHER CITY'S EXTRA TERRITORIAL JURISDICTION (ETJ).
 - OVERALL IMPERVIOUS COVER WITHIN THIS BELVEDERE SUBDIVISION SHALL NOT EXCEED FIFTEEN PERCENT (15%). INDIVIDUAL PHASES WITHIN THE BELVEDERE SUBDIVISION MAY EXCEED FIFTEEN PERCENT (15%) SO LONG AS OVERALL IMPERVIOUS COVER DOES NOT EXCEED FIFTEEN PERCENT (15%).

GENERAL NOTES (CONTINUED)

- ALL AREAS WITHIN SINGLE FAMILY LOTS LOCATED BETWEEN THE PROPERTY LINES AND BUILDING SETBACK LINES ARE VEGETATIVE FILTERS AND SHALL BE MAINTAINED FOR WATER QUALITY PROTECTION AND SHALL NOT BE ALTERED, DAMAGED OR COVERED WITH THE EXCEPTION OF A DRIVEWAY CROSSING REFERENCE IS MADE TO THE RESTRICTIVE COVENANTS IN DOC. # 2006022950, SECTION 4.22

EASEMENTS

- PRIVATE STREETS, DRAINAGE, PUBLIC UTILITY AND ACCESS EASEMENTS AS SHOWN.
- THERE SHALL BE A 15 FOOT PUBLIC UTILITY EASEMENT ADJACENT TO ALL PRIVATE STREETS.

COMMISSIONERS COURT RESOLUTION

IN APPROVING THIS PLAT THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC THROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS, OR OTHER PUBLIC THROUGHFARES IS THE RESPONSIBILITY OF THE OWNER(S) AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO THE COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BRINGING ON THE OWNER(S) AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S RESPONSIBILITY.

TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM PLAT NOTES

- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE WASTEWATER (SEPTIC) SYSTEM THAT HAS BEEN APPROVED AND LICENSED FOR OPERATION BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
- NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM ARE APPROVED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
- DEVELOPMENT ON EACH LOT IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE TITLE 30 OF THE TEXAS ADMINISTRATIVE CODE CHAPTER 285 AND TRAVIS COUNTY CODE CHAPTER 48 THAT ARE IN EFFECT AT THE TIME OF CONSTRUCTION.
- THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
- ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO ONE SINGLE FAMILY DWELLING PER LOT. A SINGLE FAMILY DWELLING INCLUDES ALL DETACHED BUILDINGS LOCATED ON THE LOT THAT ARE ROUTINELY USED ONLY BY MEMBERS OF THE HOUSEHOLD OF THE SINGLE FAMILY DWELLING.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A POTABLE WATER SUPPLY FROM AN APPROVED WATER SYSTEM OR A PRIVATE WELL.
- NO WATER WELL IN THIS SUBDIVISION MAY BE LOCATED WITHIN 150 FEET OF THE SUBDIVISION BOUNDARY WITHOUT THE CONSENT OF THE ADJOINING LAND OWNER(S).

STACEY SCHEFFEL D.R., PROGRAM MANAGER, ON-SITE WASTEWATER, TRAVIS COUNTY TWR
DATE

ETJ NOTE
NO PORTION OF THIS TRACT IS WITHIN THE CITY OF AUSTIN OR THE ETJ OF THE CITY OF AUSTIN.

GREG GUERNSEY, DIRECTOR PLANNING & DEVELOPMENT REVIEW DEPARTMENT
DATE

STATE OF TEXAS
COUNTY OF TRAVIS
I, DANA DEBEAUVOR, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 2013, A.D. AT _____ O'CLOCK _____ M., AND DULY RECORDED ON THE _____ DAY OF _____, 2013, A.D. AT _____ O'CLOCK _____ M. IN DOCUMENT NO. _____ OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS _____ DAY OF _____, 2013, A.D.
DANA DEBEAUVOR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

DEPUTY
STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 2013, A.D., THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE _____ DAY OF _____, 2013, A.D.
DANA DEBEAUVOR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

DEPUTY

DRAWN BY	CAR	DATE	MOC/08	PROJECT NO	1464-04	DRAWING NO	1464-01	SHEET NO	3 OF 3	TELEPHONE	1464-BV/P/17/AZ00N
<p>RAMSEY LAND SURVEYING, L.L.C. 8718 SOUTHWEST PARKWAY P.O. BOX 92768 AUSTIN, TEXAS 78709-2768 PHONE 412-301-9398 FAX (512) 301-9395 bramsey@surveying.com</p>											
NO	REVISIONS	DRN	CHK	DATE							



Travis County Commissioners Court Agenda Request

Meeting Date: October 8, 2013

Prepared By: Stacey Scheffel, Permit Program Manager **Phone #:** (512) 854-7565

Division Director/Manager: Anna Bowlin, Division Director of Development Services and Long Range Planning

Carol B. Joseph Ave
Department Head/Title: Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Gomez, Precinct Four

AGENDA LANGUAGE:

Consider and take appropriate action on the following requests in Precinct Four:

- A) A variance to Chapter 64.121(11)(B), Travis County Regulations for Floodplain Management, to alter a floodplain prior to receiving a Conditional Letter of Map Revision from the Federal Emergency Management Agency for Addison Section 1 Subdivision; and
- B) The use of a Cash Security Agreement for the fiscal posting for Addison, Section 1.

BACKGROUND/SUMMARY OF REQUEST:

Floodplain: Portions of the proposed construction of Annalise Drive and detention water/quality pond for Addison Section 1 Subdivision are within the regulatory floodplain Cottonmouth Creek. The developer would like to start construction of these improvements prior to receiving a Conditional Letter of Map Revision (CLOMR) from the Federal Emergency Management Agency (FEMA). The portion of floodplain is a backwater condition caused by the US 183 crossing. It is off-line from the main channel flow and is a man-made condition created a old borrow pit on the property. The developer has applied for the CLOMR and has agreed to maintain floodplain storage. In addition they have agreed to post fiscal surety in the amount of \$125,000 for the restoration and revegetation of the floodplain in the case the outcome of CLOMR is not favorable. The developer will follow up with a Letter of Map Revision prior to final acceptance of the street. Due to the backwater condition, staff believes that the CLOMR as represented by the developer will be approved by FEMA. The developer also requests to post cash for the fiscal posting. To post cash the developer must enter into a Cash Security Agreement with Travis County.

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff which find the use of the subject agreements meets all Travis County standards. As such, TNR staff recommends the approval of the proposed motions.

ISSUES AND OPPORTUNITIES:

A CLOMR is not required by FEMA prior to construction. It is a method that is available to the county and developers in order to get FEMA's input on a project prior to the alteration of a FEMA floodplain. It takes approximately six months to obtain a CLOMR from FEMA.

FISCAL IMPACT AND SOURCE OF FUNDING:

The developers of Addison Section 1 Subdivision have posted \$125,000.00 in fiscal surety with the county for restoration and revegetation of the floodplain in the form of a Cash Security Agreement. The cost estimate for the work is \$100,000.00.

EXHIBITS/ATTACHMENTS:

- COA Email
- Estimate
- Cash Security Agreement
- Maps

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director of Development Services and Long Range Planning	TNR	(512)-854-7561

CC:

AB:SM:ps

1101 - Development Services Long Range Planning- Addison, Section 1



September 27, 2013

Stacey Scheffel, CFM
Travis County TNR
700 Lavaca Street, 5th Floor
Austin, Texas 78767

Re: Addison Section 1 Subdivision Variance Request – TC Code Chapter 64.121(11)(B)

Ms. Scheffel,

Please accept this letter as our formal request for a variance from Travis County Code Chapter 64.121(11)(B), which requires Federal Emergency Management Agency (FEMA) approval of a Conditional Letter of Map Revision (CLOMR) prior to the County permitting any new construction within zones A, AE, or AO of the County's flood insurance rate maps.

For Addison Subdivision Section 1, portions of the new construction of Annalise Drive and Pond B are within the Cottonmouth Creek FEMA floodplain zone AE. We are requesting a variance to allow the release of the Construction Documents and the approval of the Section 1 Final Plat prior to the CLOMR approval for the follow reasons:

- 1) **Backwater Condition:** The new development is located in a portion of the Cottonmouth Creek floodplain that is a backwater condition caused by the US 183 crossing. This area of floodplain is off-line from the main channel flow of Cottonmouth Creek. The main channel flow of Cottonmouth is not adversely impacted by this construction. See Exhibit 1.
- 2) **Man-made Condition:** This area of floodplain is a man-made condition created by what is most likely a borrow pit used for prior construction activity. The attached letter from our Geotechnical Engineer documents that the area of the backwater is man-made and not the natural and traditional character of the area. See Exhibit 2.
- 3) **H&H Modeling Shows No Adverse Impacts:** We have modeled the pre- and post- development flows in this area and provided these models to the County Floodplain Administrator. The models show that the proposed construction will have no adverse impacts.
- 4) **CLOMR Submitted and Accepted by FEMA:** The CLOMR for the build-out of all phases of the Addison Subdivision has been prepared, submitted, and accepted by FEMA for review/approval. See Exhibit 3.

- 5) **Environmental Variances Granted Administratively:** The proposed improvements in the floodplain are within the City of Austin Critical Water Quality Zone (CWQZ). The City's environmental staff has determined that these encroachments can be approved under the administrative variance process (no Environmental Board approval) because the areas of encroachment are limited to required access and ponds, and the area in question is man-made and not natural and traditional. See Exhibit 4.
- 6) **Cash Security:** The owner of the property will post Cash Security to allow the County to restore the site to its original condition if necessary. The Cash Security will be \$125,000.00, which represents approximately 125% of the estimated cost to restore the site to its original condition.
- 7) **Compensatory Storage:** At the completion of the full build out of the Addison Subdivision, a hydraulically equivalent volume of excavation will be provided to offset any authorized fill in the floodplain. The required excavation is generally planned to be accommodated at the future extension of Kara Drive over Cottonmouth Creek.

Thank you in advance for your consideration of this request.

Sincerely,



Judd T. Willmann, P.E.

EXHIBIT 4

From: McDougal, Mike <Mike.McDougal@austintexas.gov>
Sent: Monday, September 23, 2013 12:51 PM
To: Calkins, Teresa
Cc: Peggy Carrasquillo
Subject: Addison C8J-2012-0161 C8J-2012-0161.1A C8J-2012-0161.1B

Teresa,

The applicant needed administrative variances for: (1) cut / fill from 4 to 8 feet; (2) cut / fill over 4 feet for water quality / detention pond construction; and (3) construction of a roadway across the Critical Water Quality Zone. Based on the site conditions and engineering requirements, I have granted all 3 administrative variances. There are no Land Use Commission variances associated with the Addison preliminary, final, or construction plans.

Please let me know if you have any questions.

Thanks!
Mike

Mike McDougal
Environmental Review Specialist Senior
Land Use Review Division
City of Austin
512-974-6380

Paul Scoggins

From: Judd Willmann <judd.willmann@pelotonland.com>
Sent: Tuesday, September 24, 2013 5:55 PM
To: Anna Bowlin; Stacey Scheffel; Teresa Calkins
Cc: Chad Matheson; Peggy Carrasquillo
Subject: Fiscal Estimate for CLOMR Variance - Addison Section 1 (C8J-2012-0161)

Teresa/Stacey-

For the cash security posting on our CLOMR variance request, we estimated the cost to demo the entry road and reconstruct the borrow pit to be roughly \$100k. See our estimate below. Please provide your concurrence of this amount, so we can post the fiscal.

Entry Road Demo & Reconstruction of Borrow Pit

Item No.	Item Description	Quantity	Unit	Unit Cost	Total Cost
1	Mobilization	1.0	LS	\$ 5,000.00	\$ 5,000.00
2	Silt Fence	500	LF	\$ 2.25	\$ 1,125.00
3	Demo and Haul Entry Rd	21,000	SF	\$ 3.50	\$ 73,500.00
4	Excavation	2,000	CY	\$ 3.00	\$ 6,000.00
5	Embankment	1,500	CY	\$ 2.00	\$ 3,000.00
6	Revegetation	5,000	SY	\$ 2.00	\$ 10,000.00
Total					\$ 98,625.00

Thanks,

-Judd



Judd T. Willmann, P.E. | 512-831-7700(o) | 512-789-7110(c)
110 Wild Basin Road, Suite 200A
Austin, Texas 78746

judd.willmann@pelotonland.com

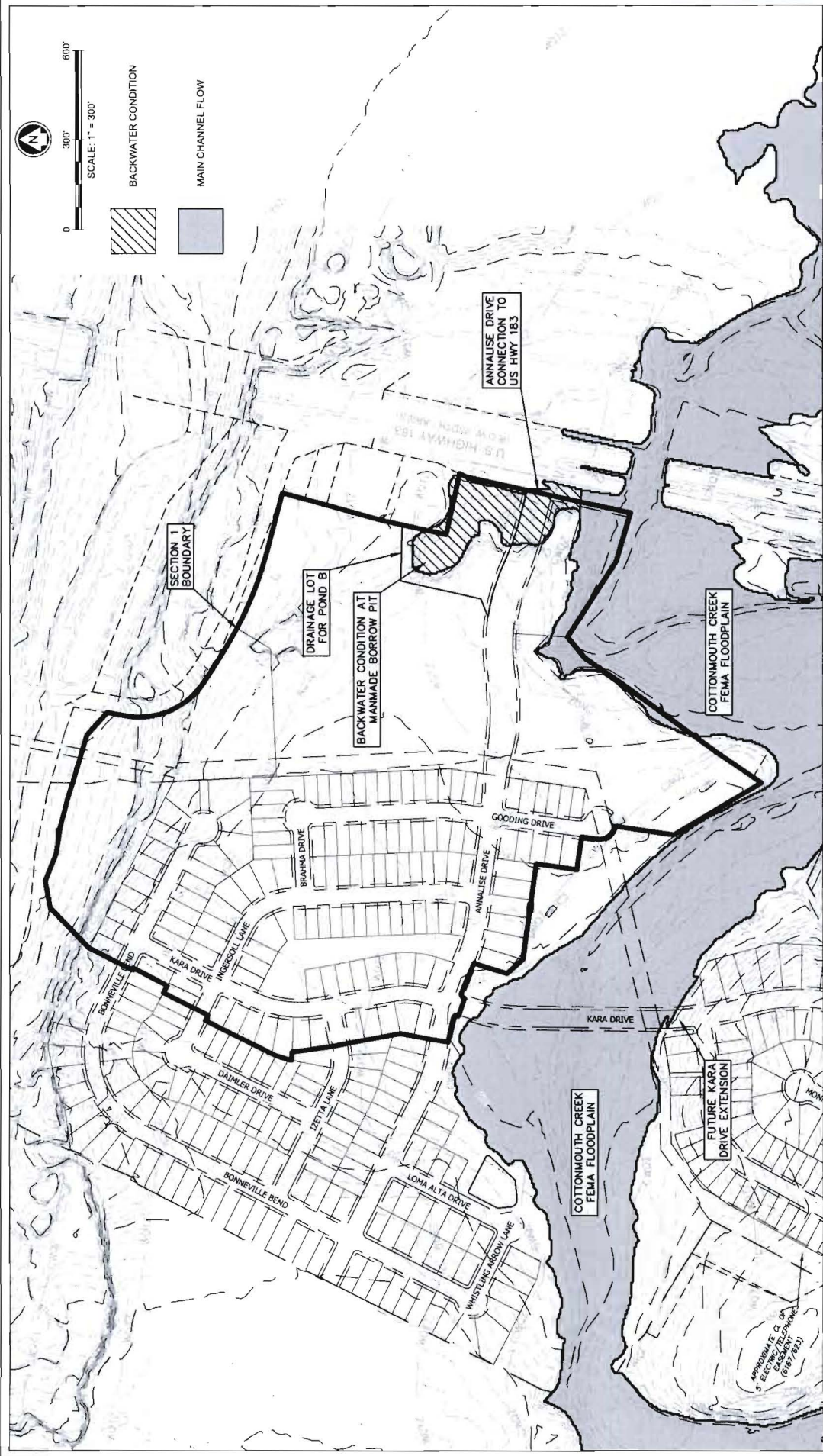
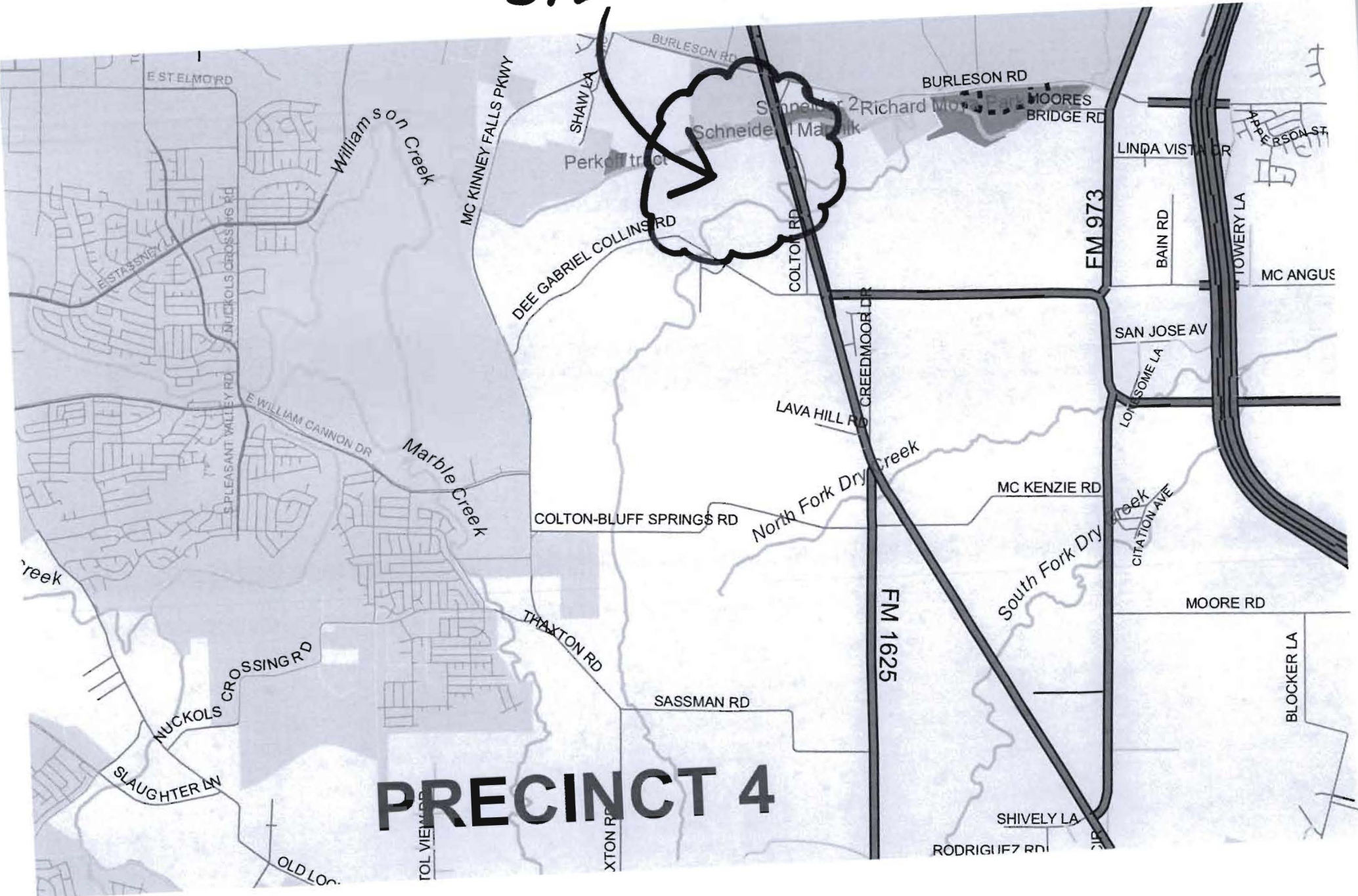


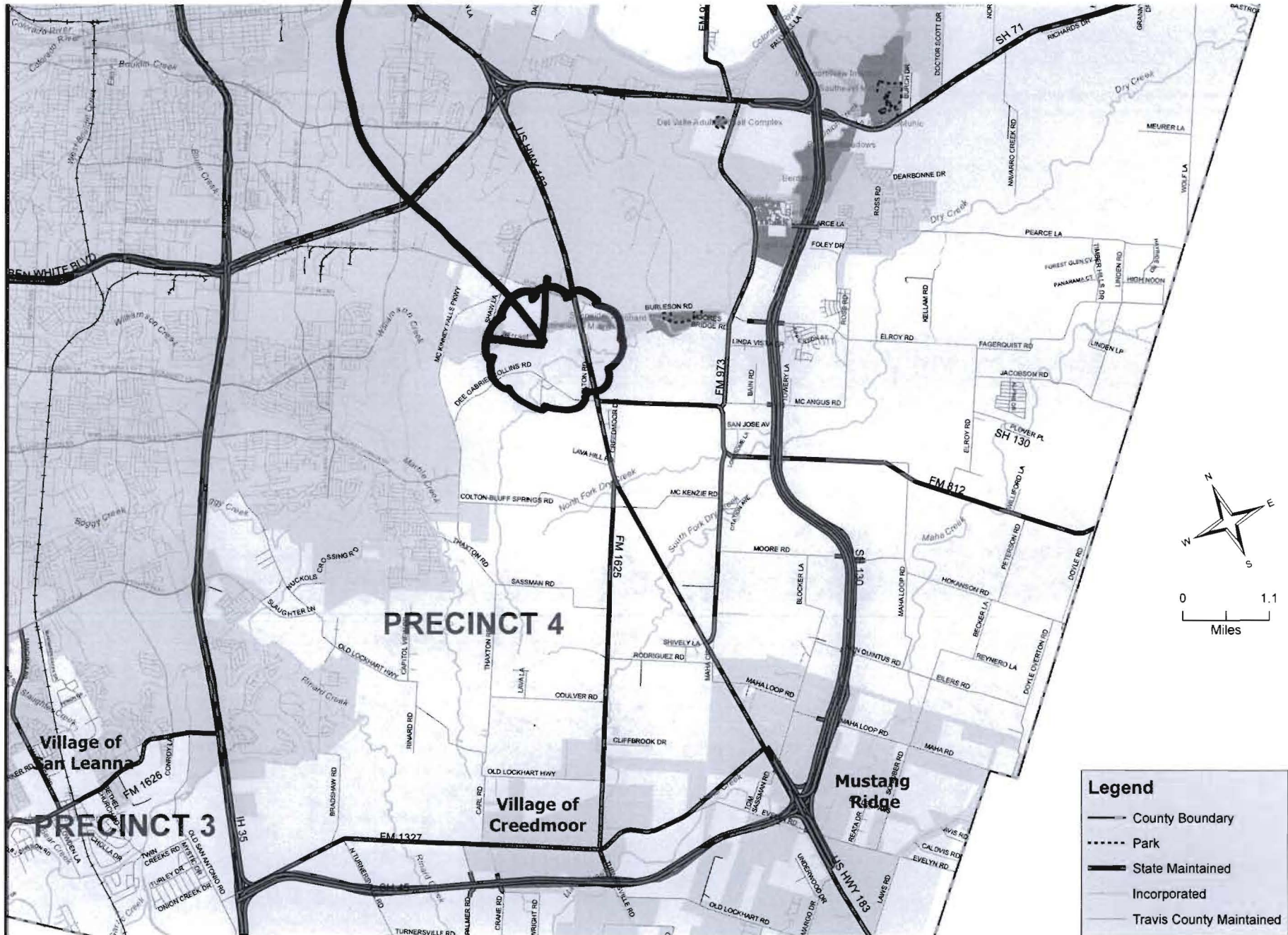
EXHIBIT 1

ADDISON SECTION 1 VARIANCE REQUEST

Site Area



Site Area



§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT – FLOODPLAIN IMPROVEMENTS

TO: Travis County, Texas
DEVELOPER: Carma Properties Westport LLC
ESCROW AGENT: Travis County Treasurer
AMOUNT OF SECURITY: \$125,000.00
SUBDIVISION: Addison Section 1 (C8J-2012-0161.1A)
DATE OF POSTING: _____, 2013
EXPIRATION DATE: Three Years from Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of the DEVELOPER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

The County considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Floodplain Improvements to current Travis County Standards for the Construction of Roads and Drainage in Subdivision (the "Standards"). No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER prior to the Expiration Date to provide for the construction and completion of the Floodplain Improvements in the SUBDIVISION to current Travis County Standards for the Construction of Roads and Drainage in the Subdivision (the "Standards"), so that the Floodplain Improvements are performing to the Standards upon the approval of the construction of the Floodplain Improvements and the acceptance of the public Floodplain Improvements by the Executive Manager of TNR or his designated representative and at the end of the one-year public Improvement construction performance period, which commences upon the acceptance.

Partial drafts and reductions in the amount of Security are permitted. Upon the acceptance of the Floodplain Improvements, the Security will be reduced to ten percent of the cost of the public Floodplain Improvements. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of constructing the Floodplain Improvements. This Agreement may be revoked only by the written consent of the DEVELOPER and the County.

DEVELOPER:

Carma Properties Westport LLC

ADDRESS OF DEVELOPER:

BY: _____

9737 Great Hill Trail _____

NAME: _____

Suite 260 _____

TITLE: _____

Austin, Texas 78759 _____

DATE: _____

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS



Travis County Commissioners Court Agenda Request

Meeting Date: October 8, 2013
Prepared By/Phone Number: David Salazar
Executive Assistant
County Judge's Office

Elected/Appointed Official/Dept. Head: 512-854-9558
Commissioners Court Sponsor:

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON STRATEGY TO COLLABORATE WITH OTHER GOVERNMENTAL ENTITIES AND PRIVATE PARTIES IN PRECINCT FOUR ON THE FOLLOWING:

- A. AN APPROVED ROADWAY PROJECT BETWEEN PEARCE LANE AND STATE HIGHWAY 71;
- B. DEVELOPMENT OF A COMPREHENSIVE ROADWAY SYSTEM INCLUDING FARM-TO-MARKET ROAD 812, STATE HIGHWAY 71, STATE HIGHWAY 130, AND ALL CITY AND COUNTY ROADS IN THE AREA; AND
- C. ECONOMIC DEVELOPMENT AND QUALITY OF LIFE INITIATIVES AND OPPORTUNITIES IN PRECINCT FOUR.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:



Travis County Commissioners Court Agenda Request

Meeting Date: October 8, 2013

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

Elected/Appointed Official/Dept. Head: Danny Hobby

Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON MEMORANDUM OF UNDERSTANDING BETWEEN THE TEXAS A&M ENGINEERING EXTENSION SERVICE AND TEXAS TASK FORCE ONE MEMBER AND THE PARTICIPATING AGENCY/EMPLOYER FOR THE FOLLOWING TRAVIS COUNTY STAR FLIGHT STAFF:

- | | |
|----------------------|-------------------------|
| 1. Sean Allen | 16. Mark A. Parcell |
| 2. Earl Barbin | 17. Patrick W. Phillips |
| 3. Lynn Burttschell | 18. Casey W. Ping |
| 4. Willy Culberson | 19. Andrew Pohl |
| 5. William Derrick | 20. Howard Polden |
| 6. James R. Esquivel | 21. Chris Postiglione |
| 7. Matt Gardner | 22. Clay Preston |
| 8. William Hanson | 23. Jim Reid |
| 9. Michael Hill | 24. Mike Self |
| 10. James Jackson | 25. Charles Spangler |
| 11. John Jacobsen | 26. Mike J. Summers |
| 12. Marc Jones | 27. Kenneth Thompson |
| 13. Stephen W. Maier | 28. Jamie Van Wagner |
| 14. Kristin McLain | 29. Stanley Wedell |
| 15. Robert Pado | 30. Scott White |

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

On April 21, 2009, Travis County and the Texas A&M Engineering Extension Service ("TEEX") entered into a MOU for the purposes of Urban Search and Rescue activities. These activities are provided at the request of the State of Texas and/or the Federal Government provided at the option

of the participating agency/employer and the employee. These activities may be in conjunction with or in preparation of a state or federal declared disaster.

This request is to add STAR Flight personnel who need to be covered by the MOU. See attached MOU and sample signature approval page. Personnel included in this request are listed on this agenda cover sheet and their signature pages are in individual folders in the Judge's Office.

Travis County offers unique capability with its STAR Flight employees and their search and rescue capabilities that is not readily available elsewhere. This MOU is currently only for personnel and does not include use of aircraft.

STAFF RECOMMENDATIONS:

STAR Flight and Emergency Services recommend approval of this request.

ISSUES AND OPPORTUNITIES: Staff feels this request will assist in providing the best search and rescue services for emergency events throughout the state.

FISCAL IMPACT AND SOURCE OF FUNDING:

There is no fiscal impact since TEEX covers the employee cost while deployed and any overtime cost associated with covering the deployed personnel.

REQUIRED AUTHORIZATIONS:

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

William Derryberry, PBO, 854-4741

Kapp Schwebke, Auditor's Office, 854-6628

Toby Fariss, Emergency Services, 854-4762

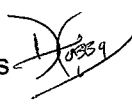


7800 Old Manor Road
Austin, TX 78724
www.starflightrescue.org

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

MEMORANDUM

To: Travis County Commissioners Court

Through: Danny Hobby, County Executive, Emergency Services 

From: Casey Ping, Program Manager, **STAR Flight**

Date: October 2, 2013

Subject: Texas A&M Engineering Extension Service (TEEX) MOU

On April 21, 2009, Travis County and TEEX entered into a MOU for the purposes of Urban Search and Rescue activities. These activities are provided at the request of the State of Texas and/or the Federal Government provided at the option of the participating agency/employer and the employee. These activities may be in conjunction with or in preparation of a state or federal declared disaster.

This request is to add STAR Flight personnel who need to be covered by the MOU. See attached MOU and sample signature approval page. Personnel included in this request are listed on the agenda cover sheet and their signature pages are in individual folders in the Judge's Office.

Travis County offers unique capability with its **STAR Flight** employees and their search and rescue capabilities that is not readily available elsewhere. This MOU is currently only for personnel and does not include use of aircraft.

Upon receipt of activation the **STAR Flight** management team will assess the threat to Central Texas/Travis County, available personnel and TEEX request. We will maintain sufficient resources to cover both **STAR Flight** aircraft 24/7 should the need arise. Excess personnel may be deployed to TEEX at their discretion.

Under the terms of the MOU, TEEX covers the employee cost while deployed and any overtime cost associated with covering the deployed personnel.

We feel this program is good for the citizens of Texas during times of disasters and offers potentially life saving services that might not otherwise be available. We get to apply the lessons learned in our operations and improve our service to Travis County citizens.

Emergency Services and **STAR Flight** management recommend approval of this MOU.

Thank you for your consideration in this matter.



**Memorandum of Understanding
Between
The Texas A&M Engineering Extension Service
And
Texas Task Force One Member
And
The Participating Agency/Employer**

An agreement entered into this 1st day of November, 2013 by and between Texas Task Force One (TX-TF1), a division of the Texas A&M Engineering Extension Service (TEEX), and _____ (**Member**) and his/her employer Star Flight, located in Austin, Texas (Participating Agency/Employer).

I. PURPOSE

To delineate responsibilities and procedures for Urban Search and Rescue (US&R) activities under the authority of the State of Texas Emergency Management Plan, the Robert T. Stafford Disaster Relief and Emergency Act, Public law 93-288, as amended 42 U.S.C. 5121, et seq., and Title 44 CFR Part 208 – National Urban Search and Rescue Response System.

II. SCOPE

The provisions of this Memorandum of Understanding (MOU) apply to US&R activities performed at the request of the State of Texas and the Federal government provided at the option of the Participating Agency/Employer and the **Member**. These activities may be in conjunction with, or in preparation of, a state or federal declaration of disaster.

The scope of this MOU also includes training activities mandated by the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and TEEX to maintain Task Force operational readiness.

III. PERIOD OF PERFORMANCE

This MOU shall begin as of the date of the last signature and shall terminate October 31, 2018 or as described in section IX of this MOU.

IV. DEFINITIONS

- A. Activation: The process of mobilizing TX-TF1 members to deploy to a designated disaster site. When TX-TF1 responds to such a mobilization request, the TX-TF1 members are required to arrive with all equipment and personal gear to the designated Point of Assembly (POA) within four hours of activation notice.
- B. Alert: The process of informing TX-TF1 members that an event has occurred and that TX-TF1 may be activated at some point within the next 24-48 hours.
- C. Backfill: The assignment of personnel by a participating agency to meet their minimum level of staffing to replace a deployed TX-TF1 member.

- D. De-Activation: The process of de-mobilizing TX-TF1 members upon notification from the State or DHS/FEMA to stand down.
- E. Director: The Director of TEEX.
- F. DHS/FEMA: Department of Homeland Security/Federal Emergency Management Agency
- G. Individual Resource: A rostered TX-TF1 member that is self-employed and is not associated with a Participating Agency/Employer.
- H. Participating Agency/Employer: A TX-TF1 **Member's** employer, which by execution of this MOU, has provided official sanction of TX-TF1 and supports the TX-TF1 **Member's** involvement within TX-TF1.
- I. Personnel Rehabilitation Period: The period sometimes allowed by the requesting agency for TX-TF1 members' rehabilitation to normal conditions of living following activation.
- J. Reasonable Personal Costs: Approved out-of-pocket expenses incurred by TX-TF1 members in performance of their duties as a deployed TX-TF1 member.
- K. State: For the purpose of this MOU, the State of Texas.
- L. Support Specialist: A person who assists with administrative or other support during mobilization, ground transportation, and demobilization of TX-TF1.
- M. Task Force/Strike Team: An integrated collection of personnel and equipment meeting standardized capability criteria for addressing search and rescue needs during disasters.
- N. Task Force Sponsored Training: Training and/or exercises performed at the direction, control, and funding of DHS/FEMA or TX-TF1.
- O. Task Force Sanctioned Training: Training and/or exercises performed at the direction, control, and funding of a Participating Agency/Employer or TX-TF1 member in order to develop and maintain the US&R capabilities of the TX-TF1 member and the Task Force. Task Force sanctioned training shall be coordinated with TEEX/US&R staff and receive written authorization to conduct such training prior to the start of the training.
- P. TEEX: Texas A&M Engineering Extension Service, a state agency, a member of the Texas A&M University System, and the sponsoring agency for TX-TF1.
- Q. TX-TF1 members: The collective membership of all rostered TX-TF1 members. TX-TF1 members may be singularly referred to as member.
- R. Urban Search and Rescue (US&R): Specialized tactics, personnel, and equipment suited to the unique search, rescue, and recovery problems associated with natural or man-made disasters.

V. RESPONSIBILITIES

- A. TEEX shall be responsible for the following:
 - 1. Recruiting and organizing a Task Force, according to guidelines prescribed in the National US&R Response System Operations Manual.
 - 392. Ensuring that each TX-TF1 member meets the necessary licensing, certification, or other professional qualification requirements of his/her assigned position.

393. Administrative, financial and personnel management as they relate to TX-TF1 and performing all financial requirements as set forth herein.
 394. Providing training to TX-TF1 members. Training shall be consistent with the objectives of developing, upgrading, and maintaining individual skills, as identified in the position description requirements, necessary to maintain operational readiness.
 395. Developing, implementing, and exercising a notification and call-out system for TX-TF1 members.
 396. Providing all personal protective equipment and uniforms as required by TX-TF1.
 397. Providing all tools and equipment necessary to conduct safe and effective US&R operations as listed in the current approved cache list.
 398. Maintaining all tools and equipment in the US&R cache in a ready state.
 399. Coordination between DHS/FEMA, the State, Participating Agencies/Employers, other relevant governmental and private entities, and the individual TX-TF1 members.
 400. Maintaining a primary contact list for all TX-TF1 members.
 401. Maintaining personnel files on all TX-TF1 members for the purpose of documenting training records, emergency notification, and other documentation as required by DHS/FEMA and the State.
- B. The Participating Agency/Employer shall be responsible for:
1. Maintaining a roster of all its personnel participating in TX-TF1 activities.
 2. Providing a primary point of contact to TEEX for the purpose of notification of TX-TF1 activities.
 3. Providing administrative support to employee members of TX-TF1, i.e. "time off" when fiscally reasonable to do so for TX-TF1 activities such as training, meetings, and actual deployments.
 4. The submission of personnel reimbursement claims within forty-five (45) days of official de-activation of the TX-TF1 member(s).
- C. The **Member** is responsible for the following:
1. Be physically capable of performing assigned duties required in the position description (PD) requirements for the assigned position in a wide range of environments per TX-TF1 SOG, vol.1 ref 1-09 sec.1.01.
 2. Maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position.
 3. Maintain support from your Participating Agency/Employer to participate in TX-TF1 activities.
 4. Advise employer of TX-TF1 activities that may require time off work.

5. Advise TEEEX of any change in the notification process, i.e. address or phone number changes, and maintain current personal profile in the "Task Force Personnel Records System".
6. Ensure availability for immediate call-out during the period **Member's** assigned team is first on rotation for call-out.
7. Respond immediately to call-out with acceptance or refusal of current mission request and arrive within 4 hours from time of call-out to the assigned point of assembly (POA).
8. Maintain all equipment issued by TX-TF1 in a ready state and advise TEEEX of any lost, stolen or damaged items assigned to **Member**.
9. Completing and documenting the required immunizations listed in Attachment D.
10. Be prepared to operate in the disaster environment for not more than fourteen (14) consecutive days.
11. Follow the TX-TF1 Policies and Procedures as published at www.texastaskforce1.org.

VI. PROCEDURES

A. Activation

1. Upon request from DHS/FEMA for disaster assistance, and/or determination that pre-positioning TX-TF1 is prudent, TEEEX shall request activation of TX-TF1 from the State of Texas.
2. Upon request or permission from the State of Texas for disaster assistance, and/or determination that pre-positioning TX-TF1 is prudent, TEEEX will follow the steps in section VI. B.
3. TEEEX shall communicate an alert and/or activation notices to TX-TF1 members through the paging and call-out system according to the current approved mobilization plan.

B. Mobilization, Deployment and Re-deployment

1. TEEEX will notify TX-TF1 members of activation of TX-TF1.
2. Upon arrival at the POA, the State or a DHS/FEMA representative will provide initial briefings, maps, food, housing and any other items essential to the initial set-up and support of TX-TF1.
3. When TX-TF1 is activated, TEEEX will be responsible for the movement of TX-TF1 members and all necessary equipment to the pre-designated point of departure (POD) for ground transportation or air transport.
4. The State or DHS/FEMA will provide transportation from the POD to the disaster site and transportation on the return trip.
5. TEEEX will be responsible for the demobilization of TX-TF1 members and equipment to the original POA upon completion of the US&R mission.

C. Management

1. TEEEX will have overall management, command and control of all TX-TF1 resources and operations.
2. Tactical deployment of TX-TF1 will be under the direction of the local Incident

Commander and the Task Force Leader(s) assigned to the incident.

VII. TRAINING AND EXERCISES

- A. DHS/FEMA-Sponsored Training and Exercises
Periodically TX-TF1 members will be required to attend DHS/FEMA sponsored functional training. DHS/FEMA sponsored functional training shall be performed at the direction, control and funding of DHS/FEMA in order to develop the technical skills of the US&R Response System members.
- B. Task Force Sponsored Training and Exercises
Periodically TX-TF1 members will be requested or required to attend Task Force sponsored training or exercises. Task Force sponsored training or exercises shall be performed at the direction, control and funding of TX-TF1 in order to develop the technical skills of TX-TF1 members.
- C. Task Force Sanctioned Training and Exercises
Periodically TX-TF1 members will be required and/or invited to attend Task Force sanctioned training and/or exercises. Task Force sanctioned training and exercises may be performed at the direction, control and funding of TEEX, a Participating Agency/Employer, or the State of Texas in order to develop and maintain the US&R capabilities of TX-TF1.
- D. Non-Sponsored and/or Non-Sanctioned Training and Exercises
Non-sponsored and/or non-sanctioned training and/or exercises may be performed at the direction, control and funding of a Participating Agency/Employer or TX-TF1 member in order to develop and maintain the US&R capabilities of TX-TF1.
- E. Minimum Training Requirements
All TX-TF1 members are required to maintain the skills and abilities identified in the position description requirements (PD). TX-TF1 members are required to attend one of the scheduled Full Scale exercises or Mobility Exercises and one Regional Training Event annually. TX-TF1 members are required to attend a minimum of 50% of the TX-TF1 sponsored and sanctioned training opportunities provided for their assigned Task Force position. Failure to attend a minimum of 50% of those training opportunities will result in dismissal from the TX-TF1. Exceptions may be granted at the discretion of TEEX or the Task Force Leader.

VIII. ADMINISTRATIVE, FINANCIAL, AND PERSONNEL MANAGEMENT

- A. Reimbursement of Participating Agencies/Employers
1. TEEX shall reimburse Participating Agencies/Employers for each of their employees deployed as a TX-TF1 member for payroll associated costs during TX-TF1 members' participation in state and/or federal disaster deployments. This reimbursement will be in accordance with the TX-TF1 Pay Policy and will require Participating Agencies/Employers to submit supporting documentation to TEEX prior to reimbursement.
 2. TEEX will reimburse the Participating Agency/Employer for cost of backfilling TX-TF1 members while activated. This shall consist of expenses generated by the replacement of a deployed TX-TF1 member on their normally scheduled duty period/day. The Participating Agency/Employer may reclaim expenses provided the

base salary of the replacement worker is not included in the request for reimbursement. TEEEX cannot pay for hours backfilled other than those that coincide with US&R hours worked.

3. TEEEX will reimburse the Participating Agency/Employer for salaries and backfill expenses of any deployed TX-TF1 member who would be required to return to regularly scheduled duty during the personnel rehabilitation period described in the demobilization order. If the deployed TX-TF1 member's regularly scheduled shift begins or ends within the identified rehabilitation period, the Participating Agency/Employer may give the deployed TX-TF1 member that time off with pay and backfill his/her position. If a TX-TF1 member is not normally scheduled to work during the identified rehabilitation period, then no reimbursement will be made for that TX-TF1 member. TEEEX will determine the personnel rehabilitation period that will apply to each deployment based on the demobilization order for that deployment.

B. Reimbursement of a TX-TF1 Member as an Individual Resource

1. TEEEX will pay a TX-TF1 member who is identified as an individual resource for all wages specified in the TX-TF1 Standard Pay Policy. Upon receipt of the TX-TF1 member's completed personnel reimbursement form, TEEEX shall pay directly to that individual all earned wages as determined by his/her Task Force position on the TX-TF1 Pay Schedule by Position.

C. Other Reimbursements

1. TX-TF1 members shall be reimbursed for TEEEX approved reasonable personal costs associated with operations and maintenance of the Task Force during a state or federal activation. Itemized receipts are required. TEEEX cannot reimburse Texas sales tax and Texas Hotel Occupancy taxes. Should un-reimbursable taxes be charged accidentally, they should be removed at the time of purchase and the credit should be visible on the receipt. All receipts must be submitted to the TEEEX Business Office within fifteen (15) days of deactivation.
2. TX-TF1 members shall be reimbursed for reasonable travel costs associated with approved training in accordance with established Texas Task Force 1 Travel policy. Itemized receipts are required and should not include Texas Hotel Occupancy taxes as they are not reimbursable. Receipts should be submitted to the TEEEX Business Office within fifteen (15) days from the end of the trip.
3. Emergency procurement of Task Force materials, equipment and supplies purchased and consumed by TX-TF1 members in providing requested assistance shall be reimbursed on a replacement basis. Prior approval by TX-TF1 leadership must be obtained and itemized receipts for such items shall be submitted to TEEEX. Texas sales tax is not reimbursable.
4. No TX-TF1 member or the Participating Agency/Employer shall be reimbursed for costs incurred by activations that are outside the scope of this MOU.
5. All financial commitments herein are made subject to availability of funds from the State of Texas and/or DHS/FEMA.
6. TEEEX shall perform all duties of an employer in relation to a TX-TF1 member who is injured and eligible to receive benefits under Chapter 501 of the Texas Labor Code.

IX.

CONDITIONS, AMENDMENTS, AND TERMINATION

- A. This MOU may be modified or amended only with the written agreement of all parties, and all amendments will be attached to this MOU.
- B. Any party, upon 30 day written notice, may terminate this MOU.
- C. TEEEX complies with the provisions of Executive Order 11246 of Sept. 24, 1965, as amended and with the rules, regulations, and relevant orders of the Secretary of Labor. To that end, TEEEX will not discriminate against any employee or TX-TF1 member on the grounds of race, color, religion, sex, or national origin. In addition the use of state or federal facilities, services, and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, provisions of technical assistance and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on a basis prohibited by Texas or federal law or on a basis of economic status.

X. LIABILITY AND WORKERS' COMPENSATION FOR FEDERAL ACTIVATION AND SPONSORED TRAINING

- A. Liability of Individual TX-TF1 Members
 1. When TX-TF1 is activated by DHS/FEMA under the terms of this MOU, the Non-liability clause as stated in P.L. 93-288, as amended Section 305 will be in effect: "The Federal Government shall not be liable for any claim based upon the exercise or performance of or failure to exercise or perform a discretionary function or duty on the part of a Federal agency or an employee of the Federal Government in carrying out the provisions of this Act."
 2. Upon activation by DHS/FEMA, each TX-TF1 member shall be appointed as an "excepted temporary federal employee", under the authority of the Stafford Act, Sec. 306(b)(1). DHS/FEMA, the State of Texas or TEEEX shall not be liable for any interference with the TX-TF1 member's seniority or pension rights or any interruption of his or her continuous service with his or her employer or any adverse employment consequences which occurs by reason of his or her participation with TX-TF1.
 3. The U.S. Department of Justice has indicated to DHS/FEMA that during a federal activation duly appointed and activated TX-TF1 members are regarded as "excepted temporary federal employees" for purposes of Federal Tort Claims Act, 28 U.S.C. Sec. 2671. The applicability of the Federal Tort Claims Act to any claim, action or lawsuit is determined by the U.S. Department of Justice in accordance with applicable laws, regulations and policies and not by DHS/FEMA or the State of Texas.
- B. Workers' Compensation, Long Term Disability and Death
 1. TX-TF1 members who are injured while participating in DHS/FEMA sponsored training and exercises or US&R activities following a federal activation may be eligible for coverage under the Federal Employee's Compensation Act, administered by the Department of Labor.
 2. The benefit levels and schedule of awards for Federal workers' compensation are those delineated in the Federal Employees' Compensation Act, as administered by the Department of Labor.
 3. TX-TF1 members permanently disabled and the survivors of TX-TF1 members who lose their lives in the performance of DHS/FEMA sponsored training and exercises or US&R activities following a federal activation may be eligible for benefits under

the Public Safety Officers' Benefits Act, 42 U.S.C. Sec. 3796 administered by the U.S. Department of Justice.

XI. LIABILITY AND WORKERS' COMPENSATION FOR STATE ACTIVATION /AND TRAINING

A. During any period in which TX-TF1 is activated by the State of Texas, or during any TX-TF1 sponsored or sanctioned training, TX-TF1 members who are not employees of a component of the Texas A&M University System or another agency of the State shall be included in the coverage provided under Chapter 501 of the Texas Labor Code in the same manner as an employee, as defined by Section 501.001. Services with TX-TF1 by a state employee TX-TF1 member who is activated are considered to be in the course and scope of the employee's regular employment with the State.

XII. LIABILITY AND WORKERS' COMPENSATION FOR NON-SPONSORED/SANCTIONED TRAINING

A. During non-TX-TF1 training and exercises, TX-TF1 members who are not employees of a component of the Texas A&M University System or another agency of the State will not be included in the same workers' compensation coverage afforded TX-TF1 members that are activated or attending DHS/FEMA or TX-TF1 sponsored or sanctioned training and/or exercises.

XIII. ENTIRE AGREEMENT


This MOU along with the following attachments reflects the entire agreement between the parties:

- Attachment A, Immunizations
- Attachment B, TX-TF1 Standard Pay Policy
- Attachment C, TX-TF1 Pay Schedule by Position
- Attachment D, TX-TF1 Request for Reimbursement Form

Participating Agency/Employer and **Member** hereby acknowledge that they have read and understand this entire MOU. The terms and conditions herein contained, together with any exhibits and/or addendum attached are the full and complete terms of this MOU, and no alterations, amendments, or modifications of the same shall be binding, unless first reduced to writing and signed by both parties.

This MOU is entered into by and between the following parties:

TEXAS A&M ENGINEERING EXTENSION SERVICE (TEEX):

<u></u>	<u>Billy Parker</u>	<u>06/07/2013</u>
Authorized Signature	Printed Name	Date
<u>200 Technology Way</u>	<u>College Station</u>	<u>TX, 77845-3424</u>
Address	City	State, Zip
<u>(979) 458-0849</u>	<u>37167167164025</u>	
Phone Number	TX VIN	

PARTICIPATING AGENCY/EMPLOYER:

Employer Name

_____ Authorized Signature	_____ Printed Name	_____ Date
_____ Address	_____ City	<u>TX, 77840</u> _____ State, Zip
_____ Phone Number	_____ City	

TX-TF1 MEMBER:

_____ Authorized Signature	_____ Printed Name	_____ Date
_____ Address	_____ City	_____ State, Zip
_____ Phone Number	_____ Email Address	

Attachment A

**Texas Task Force 1
Immunization List**

All active TX-TF1 members must maintain current immunizations for the following:

- Diphtheria/Tetanus (or Tetanus only if there is a contra-indication to Diphtheria)
- Hepatitis A
- Hepatitis B
- Measles/Mumps/Rubella (if born after 1957)
- Polio

Attachment B**Texas Task Force One
Standard Pay Policy****I. Scope**

The provisions of this policy apply to all TX-TF1 members and Texas A&M Engineering Extension Service (TEEX) personnel assigned to the Urban Search and Rescue program.

II. Purpose

The purpose of this document is to delineate the policy and procedures for payment and/or reimbursement of payroll expenses to include salaries/wages and associated fringe benefits incurred during all federal and state activations of a TX-TF1 member.

III. Pay Rate

- A. TX-TF1 will reimburse a Participating Agency/Employer for the participation of each activated TX-TF1 member who is employed by that Participating Agency/Employer at the hourly rate or salary identified on the most current payroll printout provided by the Participating Agency/Employer requesting salary reimbursement. TX-TF1 may also reimburse Participating Agency/Employer for the allocable portion of fringe benefits paid to or on behalf of the TX-TF1 member during the period of activation. The actual benefits paid must also be shown on or attached to the Participating Agency/Employer's payroll printout submitted to TEEX.
- B. As an individual resource, TX-TF1 members not employed by a Participating Agency/Employer will be paid at a rate identified with his/her TX-TF1 position on the TX-TF1 Pay Schedule by Position attached as Appendix G. The individual resource's 40-hour workweek will begin upon acceptance of the mission. The Individual Resource will receive the standard base rate of pay for the first 8 hours of each work day, Monday through Friday, based on an 8 am to 5 pm workday. Hours above this will be paid at 1 ½ time the member's base rate of pay.
- C. TEEX employees who hold positions on TX-TF1 will be paid in accordance with Section IV below. Actual payroll printouts reflecting salaries, wages and fringe benefits will be available for review and documented during the reimbursement process.

IV. Deployment Work Shift

- A. Every day is considered a workday during the Deployment until the activation is over, and the Task Force returns to its original Point of Assembly (otherwise known as "portal to portal"). Therefore, Saturday, Sunday, holidays and other scheduled days off are also considered workdays during the period of activation.
- B. All individuals are assured pay for base hours of work, mobilization and demobilization, travel, or standby at the appropriate rate of pay for each workday.
- C. Once activated, all non-FLSA exempt TX-TF1 members will receive the standard base rate of pay for all hours they are scheduled to be on duty during a work day. A work day is defined from midnight to midnight. Additional hours during this day not scheduled on duty will be paid at 1 ½ times the standard base rate of pay. Kelly days are considered off duty hours.
- D. All FLSA-exempt TX-TF1 members will receive their normal salary for all hours worked during the activation. FLSA-exempt members will not receive an overtime rate. However, all hours will be reimbursed at their straight time rate which will be coordinated with members' Participating Agency/Employer.

V. Ordered Standby

Compensable standby shall be limited to those times when an individual is held, by direction or orders, in a specific location, fully outfitted and ready for assignment.

Attachment C**Texas Task Force 1 Pay Schedule by Position**

TX-TF1 has adopted the following pay schedule for TX-TF1 members who are not employed by a Participation Agency/Employer:

<u>Assignment</u>	<u>Hourly Rate</u>	<u>Assignment</u>	<u>Hourly Rate</u>
<i>Medical Team Manager</i>	<i>\$101.00</i>	<i>Safety Officer</i>	<i>\$33.75</i>
<i>Task Force Leader</i>	<i>\$50.00</i>	<i>Rescue Squad Officer</i>	<i>\$33.75</i>
<i>Structural Specialist</i>	<i>\$47.50</i>	<i>Planning Officer</i>	<i>\$33.75</i>
		<i>Technical Info Specialist</i>	<i>\$33.75</i>
<i>Haz-Mat/WMD Manager</i>	<i>\$39.00</i>	<i>Communications Specialist</i>	<i>\$33.75</i>
<i>Search Team Manager</i>	<i>\$39.00</i>		
<i>Rescue Team Manager</i>	<i>\$39.00</i>	<i>Technical Search Specialist</i>	<i>\$28.00</i>
<i>Logistics Team Manager</i>	<i>\$39.00</i>	<i>Rescue Specialist</i>	<i>\$28.00</i>
<i>Plans Manager</i>	<i>\$39.00</i>	<i>Medical Specialist</i>	<i>\$28.00</i>
		<i>Logistics Specialist</i>	<i>\$28.00</i>
		<i>Heavy Rigging Specialist</i>	<i>\$28.00</i>
		<i>Haz-Mat/WMD Specialist</i>	<i>\$28.00</i>
		<i>K-9 Specialist</i>	<i>\$28.00</i>



Attachment D



Request for Reimbursement - Invoice

Your Invoice Number: _____
 (This number will appear on the check for our tracking purposes)

Participating Organization: _____

Date: _____ Fed. Tax ID No.: _____

Check Payable To: _____

Contact Name: _____ Phone: _____

Address: _____ City, St, Zip _____

Contact Email: _____

Major Cost Element	TX-TF1 Member(s)	Backfill TRUE DIFFERENTIAL*	Total Amt. Requested
Salaries	\$0.00	\$0.00	\$0.00
Mileage/Per Diem	\$0.00	XXXXXXXXXXXX	\$0.00
Misc. Charges (receipts req.)	\$0.00	XXXXXXXXXXXX	\$0.00
Totals	\$0.00	\$0.00	\$0.00

*This column should contain only the overtime costs associated with the backfill. FEMA, the State of Texas, or TEEEX will not pay the basic salary of backfill position.

Once you have completed, please forward along with the appropriate payroll printouts to the following:

TEEX - Texas Task Force One
 ATTN: Business Office/Deployments
 P.O. Box 40006
 College Station, TX 77842-4006

If you have any questions regarding this form, please contact the US&R Business Office at 979-458-0857. Thank you.

Certification:

I certify, to the best of my knowledge and belief, that the billed costs or disbursements are in accordance with the terms and conditions of the MOU, that reimbursement for alcoholic beverages has not been requested, and that payment is due and has not previously been requested.

Signature: _____
 Date: _____

Name/Title: _____

For TEEEX Use Only

Approved for Payment: _____	Date: _____
-----------------------------	-------------



Travis County Commissioners Court Agenda Request

Meeting Date: 10/8/2013

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

Elected/Appointed Official/Dept. Head: Hershel Lee, Fire Marshal

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE FISCAL YEAR 2013 CHAPTER 59 ASSET FORFEITURE REPORT FROM THE TRAVIS COUNTY FIRE MARSHAL'S OFFICE.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

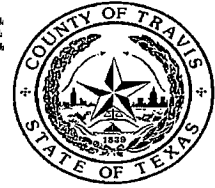
Hershel Lee

Danny Hobby

Commissioners Court

TRAVIS COUNTY FIRE MARSHAL'S OFFICE

5555 AIRPORT BLVD., SUITE 400, AUSTIN, TEXAS 78751
P. O. BOX 1748, AUSTIN, TEXAS 78767
(512) 854-4621, FAX (512) 854-6471



MEMORANDUM

To: Travis County Commissioners Court

From: Hershel Lee, Travis County Fire Marshal

Date: October 1, 2013

Subject: **Consider and take appropriate action on request to approve Fiscal Year 2013 Chapter 59 Asset Forfeiture Report from the Travis County Fire Marshal's Office.**

Each year an asset forfeiture reporting form must be filed with the Office of the Attorney General by any law enforcement agency that has the authority to receive property forfeited under Chapter 59 of the Code of Criminal Procedure. The report must be filed no later than the 60th day after the end of our local fiscal year. The law setting out these requirements may be found in Article 59.06(g) of the code.

The Travis County Fire Marshal's Office did not seize any assets in FY 2013.

FY 2013
CHAPTER 59.06(I) CERTIFICATION

Chapter 59.06(I) provides that if your agency:

- did not receive proceeds or property pursuant to Chapter 59; and
- did not expend any Chapter 59 funds; and
- holds no balance of Chapter 59 funds; then

the agency shall report this no later than 30 days after the end of the appropriate fiscal year to the Office of the Attorney General. In order to streamline this process, we are providing this short form certification.

**ONLY USE THIS FORM IF YOUR AGENCY CAN REPORT
ZERO ON ALL CATEGORIES OF THE LONG FORM
DO NOT REPORT ON BOTH FORMS**

Agency Name: Travis County Fire Marshal's Reporting Period: 10/1/12 to 9/30/13
 (local fiscal year) office example: 01/01/13 to 12/31/13,
 09/01/12 to 08/31/13 etc.

Agency Mailing Address: P.O. Box 1748
Austin, TX 78767

Phone Number: 512-854-4621

County: Travis

Email Address: fire.marshal@co.travis.tx.us This should be a permanent agency email address

AGENCY HEAD CERTIFICATION

I swear or affirm, under penalty of perjury, that pursuant to Chapter 59.06 (I) that my agency did not receive proceeds or property under this chapter during the annual period as described by Subsection (g). I further swear or affirm that my agency did not spend any Chapter 59 funds.

AGENCY HEAD (Printed Name): Hershel Lee

SIGNATURE: Hershel Lee

DATE: 10/1/2013

RETURN COMPLETED FORM TO:

Office of the Attorney General
Criminal Prosecutions Division
P.O. Box 12548
Austin, TX 78711-2548
Attn: Kent Richardson
(512)463-1591

WE CANNOT ACCEPT FAXED OR EMAILED COPIES. PLEASE MAIL THE SIGNED, ORIGINAL DOCUMENT TO OUR OFFICE AT THE ADDRESS ABOVE.



Travis County Commissioners Court Agenda Request

Meeting Date: October 8, 2013

Prepared By/Phone Number: Juanita Jackson 854-4467

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:

RECEIVE UPDATE AND GIVE STAFF DIRECTION ON THE FOLLOWING RELATED TO NEW SOCIAL SERVICES INVESTMENTS:

- A. PROCESS TO RECEIVE INPUT ON POTENTIAL AREAS OF INVESTMENT AND BASELINE CRITERIA; AND,
- B. TIMELINE FOR PROCUREMENT PROCESS

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached memo

STAFF RECOMMENDATIONS:

Staff recommends approval of the proposed strategies for new social service investments.

ISSUES AND OPPORTUNITIES:

See attached memo

FISCAL IMPACT AND SOURCE OF FUNDING:

Plan will address \$1million in FY14 and up to \$2 million in FY15.

REQUIRED AUTHORIZATIONS:

- Mary Etta Gerhardt, Assistant County Attorney'
- Leslie Browder, County Executive, Planning and Budget Office
- Cyd Grimes, CPM, Travis County Purchasing Agent
- Nicki Riley, CAP, CMA, Travis County Auditor
- Patty Lennon, Financial Analyst, Travis County Auditor's Office
- Aerin Toussaint, Analyst, Planning and Budget Office
- Sherri Fleming, County Executive, HHSVS

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.




**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 HHS/VS
(512) 854-4100
Fax (512) 279-2197

DATE: October 1, 2013

TO: MEMBERS OF THE COMMISSIONERS COURT

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

SUBJECT: Receive update from and give direction to TCHHS&VS on potential processes to procure social services during fiscal year 2014.

Proposed Motion:

Approve staff recommendations for proposed strategies for new social service investments

Summary and Staff Recommendations:

For FY14, Commissioners Court allocated \$1million in new funding to HHS&VS to support new and/or expanded investments in purchased social services. Staff proposes the following process to a) develop priorities for new investments, and b) guide procurement of these new services.

HHS&VS recommends a process to solicit input on potential priorities that will be open to a range of community partners. In an effort to minimize delay, staff have already scheduled two work sessions during the week of October 14 to solicit input from providers and other community partners regarding issues and services that could be considered as priorities. We will also provide a written form to provide input to accommodate interest parties who cannot participate in either of these sessions. At the same time, department staff is developing criteria that will be used to evaluate




**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 HHS/VS
(512) 854-4100
Fax (512) 279-2197

DATE: October 1, 2013

TO: MEMBERS OF THE COMMISSIONERS COURT

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

SUBJECT: Receive update from and give direction to TCHHS&VS on potential processes to procure social services during fiscal year 2014.

Proposed Motion:

Approve staff recommendations for proposed strategies for new social service investments

Summary and Staff Recommendations:

For FY14, Commissioners Court allocated \$1million in new funding to HHS&VS to support new and/or expanded investments in purchased social services. Staff proposes the following process to a) develop priorities for new investments, and b) guide procurement of these new services.

HHS&VS recommends a process to solicit input on potential priorities that will be open to a range of community partners. In an effort to minimize delay, staff have already scheduled two work sessions during the week of October 14 to solicit input from providers and other community partners regarding issues and services that could be considered as priorities. We will also provide a written form to provide input to accommodate interest parties who cannot participate in either of these sessions. At the same time, department staff is developing criteria that will be used to evaluate

recommended issues/services, and develop priorities that will be recommended to the Court.

To assess potential issues and services for prioritization, staff recommends the following criteria:

1. What outcomes can we expect from investment in this area?
2. What community plan or inclusive community process recommends this issue/service as a priority?
3. What community data or other objective data supports this issue/service as a priority?
4. Does this issue/service fit within the scope of our department?
5. Are there specific opportunities to leverage other new funding or other clear financial benefit to investing in this issue/service?
6. Is it feasible that this new/expanded service could be implemented immediately upon award of a contract? Will a start-up period be necessary?

In addition, staff recommends that any service funded through this investment process be required to address the following programmatic requirements:

1. Service delivery model must address access for residents in the outlying areas of Travis County. These investments are not limited only to serve the outlying areas of Travis County, but some accommodation must be made so that residents in these areas are not precluded from accessing services.
2. Service delivery model must address transportation barriers, including, but not limited to those impacting residents in the outlying areas of Travis County.
3. Service delivery model should be able to address multiple needs of participants and their families.

HHS&VS plans to complete the first steps and bring recommendations back to the Court by early November.

In effort to improve accountability, foster stability among partner agencies, and manage the administrative burden associated with these new investments, HHS&VS proposes that:

1. The County not enter into any contract until all requirements of the Administrative and Fiscal Review process are met. The expectations built into our Administrative and Fiscal Review process are consistent with the Standards of Excellence and Accountability Guide created by One Voice Central Texas. A checklist of required documentation is included in the backup;
2. A minimum level of funding be established and/or a cap on the number of contracts to be funded be set.

Budgetary and Fiscal Impact:

Plan will address \$1million in FY14 and up to \$2 million in FY15.

Issues and Opportunities:

Starting in FY12, the budget rules approved by the Court directed departments to notify

outside agencies of the process for “non-County requests”. In response, the number of requests HHS&VS has received has grown at an almost exponential rate: from 9, to 18, to 33. The 33 requests we received for FY14 totaled roughly \$4 million. The number and value of these outside requests have become unmanageable. This proposal is a step to address some emerging needs in the community in a more structured, formal manner.

This is an important step toward an updated process to address all of our investments in purchased social services. As our community continues to grow and change at a rapid pace, Travis County needs to shift to a more flexible and more responsive approach to making and managing investments in social services. In the long-run, HHS&VS hopes to create a process through which all of our investments will be reviewed and updated on a predictable schedule that will allow both more transparency in how investments are made and more responsiveness to community change.

This interim step will create opportunities for greater inclusion in both the identification of priorities and in competition for funding. Over the next few weeks, we will reach out to partners to gather input on issues and services that may warrant new or increased investment. Once priorities are identified and approved by the court, there will be an open, competitive process to determine funding for those priorities.

One significant issue that cannot be overlooked is the time it will take to translate priorities into investments. The initial proposal made by Judge Biscoe was to identify priorities, execute a competitive procurement process, and start new contracts on April 1, 2014. Incorporating this timeline into the existing workload for the department is very difficult. In addition, success of such a process will depend on the work of Purchasing, the County Attorney, both of which have expressed concerns regarding their ability to meet the proposed timeline.

Background:

Prior to budget mark-up, HHS&VS Staff presented to the Court, the following 3 steps to address potential changes to our investments in purchased social services for FY14:

1. Continue investments that were funded with “one-time” money for FY13 at the current level with “one-time” money for FY14. This will address 12 programs, at 11 agencies, totaling \$1,144,975. ***This step is in process.***
2. The School Readiness Action Plan that describes the overarching strategy for early childhood services was recently completed and endorsed by Travis County. We propose to conduct a procurement process for Early Childhood Services (Early Learning and Development) to apply both new and current funding to align our investments with this plan. This will represent a total of \$1.3 million. ***HHS&VS plans to bring a formal proposal for FY14 and 15 investments in early childhood services to the Commissioners Court later in October.***
3. Implement a process during FY14 in which HHS&VS will a) work with the Commissioners Court to identify areas for new investment, b) work with purchasing to open a solicitation to address the identified priorities, c) review and rank proposals to identify needs that could be met FY14 or into FY15. **In**

response to court discussion and action on August 20, HHS&VS developed the plan provided today to drive new investments.

CC: Mary Etta Gerhardt, Assistant County Attorney'
Leslie Browder, County Executive, Planning and Budget Office
Cyd Grimes, CPM, Travis County Purchasing Agent
Nicki Riley, CAP, CMA, Travis County Auditor
Patty Lennon, Financial Analyst, Travis County Auditor's Office
Aerin Toussaint, Analyst, Planning and Budget Office
Sherri Fleming, County Executive, HHSVS

recommended issues/services, and develop priorities that will be recommended to the Court.

To assess potential issues and services for prioritization, staff recommends the following criteria:

1. What outcomes can we expect from investment in this area?
2. What community plan or inclusive community process recommends this issue/service as a priority?
3. What community data or other objective data supports this issue/service as a priority?
4. Does this issue/service fit within the scope of our department?
5. Are there specific opportunities to leverage other new funding or other clear financial benefit to investing in this issue/service?
6. Is it feasible that this new/expanded service could be implemented immediately upon award of a contract? Will a start-up period be necessary?

In addition, staff recommends that any service funded through this investment process be required to address the following programmatic requirements:

1. Service delivery model must address access for residents in the outlying areas of Travis County. These investments are not limited only to serve the outlying areas of Travis County, but some accommodation must be made so that residents in these areas are not precluded from accessing services.
2. Service delivery model must address transportation barriers, including, but not limited to those impacting residents in the outlying areas of Travis County.
3. Service delivery model should be able to address multiple needs of participants and their families.

HHS&VS plans to complete the first steps and bring recommendations back to the Court by early November.

In effort to improve accountability, foster stability among partner agencies, and manage the administrative burden associated with these new investments, HHS&VS proposes that:

1. The County not enter into any contract until all requirements of the Administrative and Fiscal Review process are met. The expectations built into our Administrative and Fiscal Review process are consistent with the Standards of Excellence and Accountability Guide created by One Voice Central Texas. A checklist of required documentation is included in the backup;
2. A minimum level of funding be established and/or a cap on the number of contracts to be funded be set.

Budgetary and Fiscal Impact:

Plan will address \$1million in FY14 and up to \$2 million in FY15.

Issues and Opportunities:

Starting in FY12, the budget rules approved by the Court directed departments to notify

outside agencies of the process for “non-County requests”. In response, the number of requests HHS&VS has received has grown at an almost exponential rate: from 9, to 18, to 33. The 33 requests we received for FY14 totaled roughly \$4 million. The number and value of these outside requests have become unmanageable. This proposal is a step to address some emerging needs in the community in a more structured, formal manner.

This is an important step toward an updated process to address all of our investments in purchased social services. As our community continues to grow and change at a rapid pace, Travis County needs to shift to a more flexible and more responsive approach to making and managing investments in social services. In the long-run, HHS&VS hopes to create a process through which all of our investments will be reviewed and updated on a predictable schedule that will allow both more transparency in how investments are made and more responsiveness to community change.

This interim step will create opportunities for greater inclusion in both the identification of priorities and in competition for funding. Over the next few weeks, we will reach out to partners to gather input on issues and services that may warrant new or increased investment. Once priorities are identified and approved by the court, there will be an open, competitive process to determine funding for those priorities.

One significant issue that cannot be overlooked is the time it will take to translate priorities into investments. The initial proposal made by Judge Biscoe was to identify priorities, execute a competitive procurement process, and start new contracts on April 1, 2014. Incorporating this timeline into the existing workload for the department is very difficult. In addition, success of such a process will depend on the work of Purchasing, the County Attorney, both of which have expressed concerns regarding their ability to meet the proposed timeline.

Background:

Prior to budget mark-up, HHS&VS Staff presented to the Court, the following 3 steps to address potential changes to our investments in purchased social services for FY14:

1. Continue investments that were funded with “one-time” money for FY13 at the current level with “one-time” money for FY14. This will address 12 programs, at 11 agencies, totaling \$1,144,975. ***This step is in process.***
2. The School Readiness Action Plan that describes the overarching strategy for early childhood services was recently completed and endorsed by Travis County. We propose to conduct a procurement process for Early Childhood Services (Early Learning and Development) to apply both new and current funding to align our investments with this plan. This will represent a total of \$1.3 million. ***HHS&VS plans to bring a formal proposal for FY14 and 15 investments in early childhood services to the Commissioners Court later in October.***
3. Implement a process during FY14 in which HHS&VS will a) work with the Commissioners Court to identify areas for new investment, b) work with purchasing to open a solicitation to address the identified priorities, c) review and rank proposals to identify needs that could be met FY14 or into FY15. **In**

response to court discussion and action on August 20, HHS&VS developed the plan provided today to drive new investments.

CC: Mary Etta Gerhardt, Assistant County Attorney'
Leslie Browder, County Executive, Planning and Budget Office
Cyd Grimes, CPM, Travis County Purchasing Agent
Nicki Riley, CAP, CMA, Travis County Auditor
Patty Lennon, Financial Analyst, Travis County Auditor's Office
Aerin Toussaint, Analyst, Planning and Budget Office
Sherri Fleming, County Executive, HHSVS



**TRAVIS COUNTY HEALTH & HUMAN SERVICES
& VETERANS SERVICE
P. O. Box 1748
Austin, Texas 78767**

**AFR PACKET CHECKLIST AND STANDARDS
COMPREHENSIVE**

Agency Name: _____

A completed application packet includes this checklist and the Common Application and all required attachments.

Applicants provide:

An electronic version of the application packet via email to Travis County: **CountyAgencyContact@co.travis.tx.us**

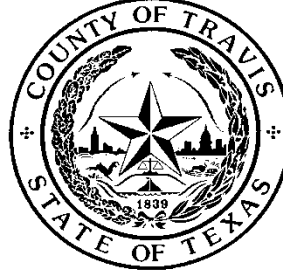
If applicant does not have the ability to provide electronic documents, a single-sided hard copy will be accepted and should be mailed to Travis County Health & Human Services & Veterans Service, Attn: Finance Department, P.O. Box 1748, Austin, TX 78767

Provide one electronic copy of the following items.

- Completed Application Checklist (this page)**
- Completed Common Application

Common Application Required Attachments

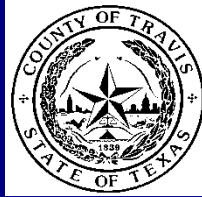
- Most recent Board roster with officers identified (include name, address, phone, job title, business affiliation, gender, ethnicity and Board term)
- Board minutes from last 12 months
- Current Articles of Incorporation & Agency Bylaws
- Most recent Independent Audit/Financial Review
- Most recent IRS Form 990
- Financial Management policies and procedures that outline internal controls including separation of duties, accounts receivable, accounts payable, investments, reconciliation and classification of accounts
- Written policies and procedures for Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel; Client and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Drug Free Workplace; and the Americans with Disabilities Act



Health and Human Services & Veterans Service

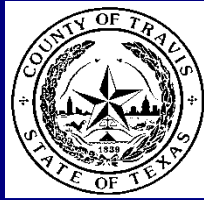
New Social Services Investments: FY14-15

October 8, 2013



Background

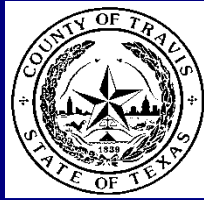
- **HHS&VS Budget Requests:** The top priorities in the HHS&VS budget request were to increase Travis County's investment in purchased social services
- **Preliminary Budget:** PBO proposed reserves of \$500,000 "ongoing money" for and \$2million "one-time money" for social service investments
- **HHS&VS Response:** Staff proposed the follow steps to update our investments in purchased social services:
 - \$500,000 ongoing funds to be added to our existing investments in early childhood services, to be allocated through a new procurement process;
 - \$1.1million to continue "one-time" contracts from FY13 as we transition to a regular cycle
 - Work with the Court and broader community to identify priorities for new investment and open a solicitation to address identified priorities
- **Court Action:** In addition to these reserves, Court reallocated an addition \$1million "ongoing" for new investments (up to \$2million for FY15), and directed the department to work with community stakeholders to identify priorities for this new funding



Overall Investment Strategy

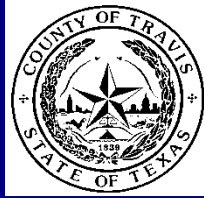
HHS&VS Recommends a three part strategy:

- Long-term: Implement a regular cycle of issue focused procurement processes that will ensure an open and transparent process to review, update and, where appropriate, re-compete all of our investments over a 5 year period
- During FY14: Conduct a procurement process for investments in early childhood services that will serve as a pilot for subsequent issue focused processes
- As an interim step, engage community stakeholders to identify priorities for new investments of up to \$1million in FY14 and \$2million in FY15 – *today's agenda item describes the 4 step action plan for these new investments*



Action Plan

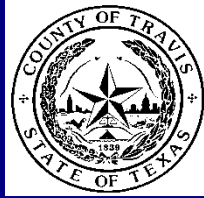
1. Develop criteria that will be used to evaluate issues/services and establish priorities for investment
2. Engage community partners to identify issues/services for consideration and collect information relevant to our evaluation criteria
3. Bring recommendations to the Court regarding: Priority issues/services, Programmatic Requirements, and Business efficiencies
4. Finalize the scope of work and evaluation criteria for new procurement process(es) and conduct procurement



1. Evaluation Criteria

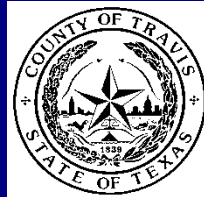
We propose to use the following criteria to prioritize issues/services for new investment:

1. What outcomes can we expect from investment in this area?
2. What community plan or inclusive community process recommends this issue/service as a priority?
3. What community assessment or other objective data supports this issue/service as a priority?
4. Does this issue/service fit within the scope of our department?



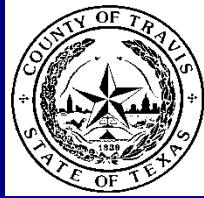
1. Evaluation Criteria (cont.)

5. How accessible can/will services be in the outlying areas of the County?
6. Are there specific opportunities to leverage other new funding or other clear financial benefit to investing in this issue/service?
7. Is it feasible that this new/expanded service could be implemented immediately upon award of a contract? Will a start-up period be necessary?



2. Stakeholder Input Plan

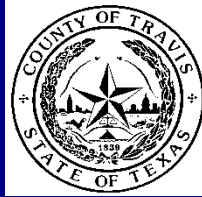
- Stakeholder Input: two sessions in early October providers/planning bodies, with the option to offer written input
- System-level Partners: Individual meetings with local authorities whose role may include service provision, but reaches broadly into assessment, planning and funding within their areas of authority
- Department Review: Staff will apply established criteria to evaluate community input and develop recommendations for the Court



3. Recommendations to Court

Return to the Court in November with recommendations regarding:

- Priority issues/services
- Programmatic Requirements
- Business efficiencies



Programmatic Requirements

Some programmatic requirements are recommended that would apply to any issue/service:

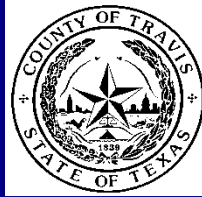
- Access for residents in the outlying areas of Travis County must be addressed. Some accommodation must be made so that residents in these areas are not precluded from accessing services.
- Transportation barriers must be addressed, including, but not limited to those impacting residents in the outlying areas of Travis County.
- Service delivery model should be able to address multiple needs of participating households.



Business Efficiencies

To improve accountability, foster stability, and manage administrative burdens, HHS&VS propose that:

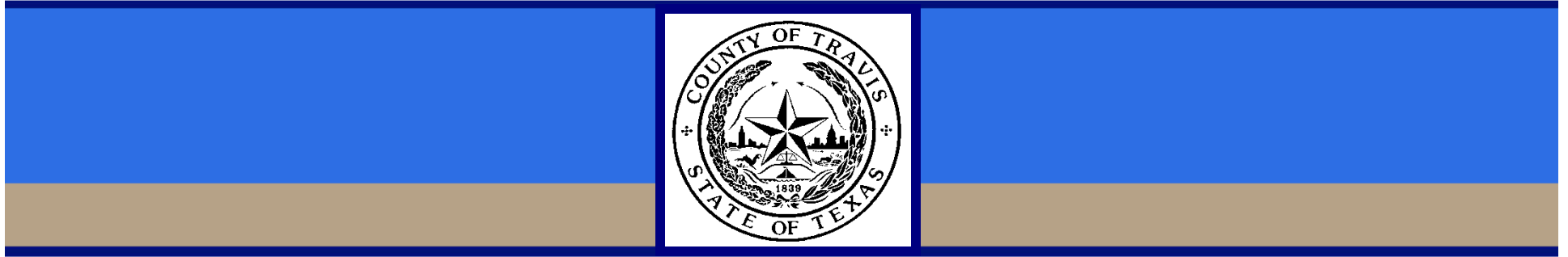
- The County will not enter into any contract until all requirements of the Administrative and Fiscal Review process are met to the satisfaction of TCHHS/VS compliance staff
- A minimum level of funding should be established and/or a cap on the number of contracts to be funded should be set
- Others may be identified as we work through this process



4. Implementation

Upon approval of priorities and other requirements:

- Targeted outreach for input into community need and strategies specific to the priorities approved by the Court.
- Finalize scope of work that defines what we hope to accomplish and how we will evaluate proposals to create the desired impact. Criteria could include such things as:
 - Collaborative models for service delivery
 - Evidence-based or –informed practices
- Conduct procurement for new services



Questions or Comments

Input Plan to Inform Recommendation for New Travis County Investment in Social Services FY14-FY15

Overview

The Travis County Commissioner's Court has approved funding for up to \$2 million in new social services investments by FY15. The Travis County Health and Human Services and Veteran Service (TCHHS/VS) Department will present recommendations for one or more areas of focus for this new funding to Commissioner's Court in early November. This document describes how TCHHS/VS will incorporate provider and system level partner input in developing a recommendation regarding the scope of work for the FY14-15 new investment. This input plan seeks to balance the goals of inclusivity and timeliness.

Provider Input

Goals

- Inform social service providers about the new social service funding for FY14-15 within the context of the County's overall social service investment strategy
- Create an opportunity for providers, individually or as part of a planning group or collaboration, to consult on the prioritization process for and provide input into the issues or outcomes they would like to see addressed through the new FY14-FY15 funding

Process

TCHHS/VS will gather input through meetings with providers on October 9, 2013 at 3:30pm and October 14, 2013 at 1:00pm. Those who are unable attend either of the sessions may submit input via email on or before October 15.

Providers will have the opportunity to provide feedback on the decision-making criteria the Department will use to develop its recommendation and to provide input into where the County should focus its new investment by providing the following information:

- In what issue area and/or set of services would you like to see the County focus this new investment?
- What outcome(s) will this new investment create? (What are the benefits of the services to the people who will receive them and to the community?)
- Briefly (2-3 sentences) describe why this should be a priority for new county investment.
- What are strategies to ensure services in the issue area you propose are available to people in the outlying areas of the County?
- Please note any existing community plan or other evidence of shared community agreement that describes the need and the preferred strategies to address the need in this issue area.
- Please provide (brief) community assessment or other objective data to support the need for investment.
- Please note any other unique benefits of investing in this area (i.e. leverage other new funding)

To participate in the process or for more information contact Korey Darling at korey.darling@co.travis.tx.us or 512.854.4275.

Outreach

Notification of the opportunity to provide input was sent to:

- One Voice Central Texas
- Providers who currently have social service contracts with the County
- Providers who submitted a request for FY14 funding
- Issue area listservs where HHS/VS staff participate in a community collaboration

System-Level Partner Input

For the purpose of this process, HHS/VS defines “system-level partners” are those organizations who serve as local authorities over certain issues/services and whose role may include service provision, but also reaches broadly into assessment, planning and funding within their areas of authority.

HHS/VS Research and Planning staff plan to schedule one-on-one meetings with planning and/or management staff at the following system-level partner organizations:

- Austin/Travis County Health and Human Services Department (City)
- Austin/Travis County Integral Care
- Central Health
- Workforce Solutions
- School Districts
- St. David’s Foundation

In addition to providing and collecting much of the same input as described in the provider input section above, HHS/VS staff will look to system-level partners for input on:

- Leverage opportunities that may be present
- Gaps in systems that warrant attention
- Other external factors that could impact our decisions (ex. changes in policy that influence service delivery in a particular system)

Department Review and Recommendation

The HHS/VS Executive Management Team and a small team of other Department management staff will utilize established criteria to evaluate community input and develop recommendations for focus areas for new investment.

Travis County HHS&VS Investment Process: FY14-15

Overview:

This plan is one of three parts of our overall investment strategy which includes:

1. Long-term plan: treat the Early Childhood process as a pilot for future issue-based processes that will ensure an open and transparent process to review, update, and, where appropriate, re-compete all of our investments over a 5(?) year period.
2. Early Childhood Services: procurement process is in development to re-compete all current early childhood investments and allocate \$500,000 in new investments
3. **New investments: \$1 million allocated for new investments in purchased social services for FY14 with possibility of increasing to \$2 million in FY15**

Staff recommends the following process to implement #3 above.

Phase:	
1. Develop criteria to establish focus areas for new investment	Draft criteria: <ul style="list-style-type: none"> • What outcomes can we expect from investment in this area? • What community plan or inclusive community process recommends this issue/service as a priority? • What community data or other objective data supports this issue/service as a priority? • Does this issue/service fit within the scope of our department? • How accessible can/will services be in the outlying areas of the County? • Are there specific opportunities to leverage other new funding or other clear financial benefit to investing in this issue/service? • Is it feasible that this new/expanded service could be implemented immediately upon award of a contract? Will a start-up period be necessary?
2. Initial review to identify focus areas: <ol style="list-style-type: none"> a. Provider input b. System-Level partners c. Department review 	<ul style="list-style-type: none"> • Two input sessions during early October, plus opportunity to offer written input. • Individual meetings with local government and quasi-governmental partners to focus on system level issues that may influence new investments. • Department staff utilize established criteria to evaluate community input and develop recommendations for Court
3. Recommendation to Court <ol style="list-style-type: none"> a. Proposed focus areas for new investments 	<ul style="list-style-type: none"> • Recommend short list of priorities to the Commissioners Court. Priorities may include outcomes, issue areas, or service categories.

<p>b. Other considerations for new investments</p>	<p>These considerations include programmatic requirements, for example:</p> <ul style="list-style-type: none"> • Service delivery model must address access for residents in the outlying areas of Travis County. These investments are not limited only to serve the outlying areas of Travis County, but some accommodation must be made so that residents in these areas are not precluded from accessing services. • Service delivery model must address transportation barriers, including, but not limited to those impacting residents in the outlying areas of Travis County. • Service delivery model should be able to address multiple needs of participants and their families. <p>As well as business efficiencies that could be applied to improve the efficiency and effectiveness of these new investments:</p> <ul style="list-style-type: none"> • The County will not enter into any contract until all requirements of the Administrative and Fiscal Review process are met to the satisfaction of TCHHS/VS. • A minimum level of funding should be established and/or a cap on the number of contracts to be funded should be set.
<p>4. Develop Implementation Plan</p> <p>a. Public participation</p> <p>b. Department process to finalize scope of work (outcomes, issues, services) and evaluation criteria</p> <p>c. Procurement process</p>	<ul style="list-style-type: none"> • Targeted outreach for input into community need and strategies specific to the priorities approved by the Court. • Finalize scope of work that defines what we hope to accomplish and how we will evaluate proposals to create the desired impact. Criteria could include such things as: <ul style="list-style-type: none"> ○ Collaborative models for service delivery ○ Evidence-based or –informed practices • Will include consideration of both traditional RFS process and other alternative approaches (like MSO models) that can provide similarly open and equitable ways to invest in community based services.
<p>5. Conduct Procurement Process</p>	<p>Formal procurement process(es) will be implemented through the Travis County Purchasing Department.</p>



Travis County Commissioners Court Agenda Request

Meeting Date: October 8, 2013
Prepared By/Phone Number: David Salazar
Executive Assistant
County Judge's Office

Elected/Appointed Official/Dept. Head: 512-854-9558
Commissioners Court Sponsor:

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING TRAVIS COUNTY'S CONTINUED PARTICIPATION IN THE LITERACY ILLUMINATES CAMPAIGN LED BY THE LITERACY COALITION OF CENTRAL TEXAS BY PRINTING ADDITIONAL MATERIALS.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:



Travis County Commissioners Court Agenda Request

Meeting Date: October 8, 2013

Prepared By/Phone Number: Yolanda Aleman, (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

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

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

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.

BUDGET AMENDMENTS AND TRANSFERS
FY 2014

10/8/2013

NEW BUDGET

BA#	IO/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
N1		4050	149030	522040	TNR	Cap.Outlay Mtrl-Infras/Impvts	\$159,175.50		1
		4050	149030	481000	TNR	Other Revenue	\$159,175.50		

OTHER

O1	Request to internally fund a monthly cellular allowance for two Informaton Technology Services staff members and two Travis County Medical Examiner's Office staff members	4
----	--	---



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court

FROM: Alan Miller, Budget Analyst

DATE: October 2, 2013

RE: Establishing New Budgets for Revenue Received for Road improvements

The County Auditor's Office has certified additional revenue from Lake Travis ISD funds provided by for road improvements on Bee Creek Road.

TNR has submitted a budget adjustment to budget the additional funds. Pursuant to the FY 2014 Budget Rules, PBO is submitting this new revenue budget adjustment for Commissioners Court approval.

PBO recommends approval of this budget adjustment for \$159,175.50 in new revenue.

cc: Leslie Browder, Jessica Rio, Travis Gatlin, PBO
Cynthia McDonald, Donna Williams-Jones, TNR

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

To: Leslie Browder
County Executive, Planning and Budget

From: *NR* Nicki Riley
County Auditor

Subject: Certification of Revenue – Bee Creek Road Improvements

Date: October 2, 2013

I hereby certify \$159,075.50 as additional revenue to be used by the Transportation and Natural Resources Department for Bee Creek Road Improvements. This amount represents Lake Travis Independent School District's payment under an Interlocal agreement between Lake Travis Independent School District and Travis County

The funds should be allocated as follows:

<u>Fund</u>	<u>Fund Center</u>	<u>Account</u>	<u>Account Description</u>	<u>Amount</u>
4050	1490304050	481000	Other Revenue	\$159,175.50

If you have any questions, please call.

NR/ay

cc: Paul S. Lyon, First Assistant County Auditor *PL*
Patti Smith, Chief Assistant County Auditor
Hannah York, Auditor Financial Analyst
Tracy LeBlanc, Financial Analyst – Revenues
Jessica Rio, Budget Director, PBO
Cynthia McDonald, Financial Manager, TNR
Donna Williams-Jones, Sr. Financial Analyst, TNR

Header Information for Entry Doc Number

400004163

Doc. Number 400004163 Doc. Status Preposted FM Area 1000
 Budget. Cate. Payment Doc. Year 2014 Doc. Date Oct 2, 2013
 Value Type Budget Version 0 Doc. Type TRAN
 Budget Type 3 Fiscal Year 2014 Year. Cash. Eff
 Process UI BALA Process BALT Original. Applic. BWB Doc. Family

Additional Data
 Creator WILLIAD Creation Date Oct 2, 2013 Creation Time 14:13:29
 Resp. Person DONNA WILLIAMS JONES Year Cohort Public Law
 Legislation

Header Text New Bgt Bee Creek Rd Lake Travis ISD Funds

TextName

Lines
 Total Document 310,354 159,175.50 USD

Line	Fund	Budget Period	Funds Center	Comm. Item	Func Area Grant	Funded Program	Local Amount	Text Line
000001	4050		1490304050	522040	1710	NOT-RELEVANT	RDCN14900000814 159,175.5	New Bgt Funds from Lake Travis ISD Bee Creek
000002	4050		1490304050	481000	1710	NOT-RELEVANT	RDCN14900000814 159,175.5	New Bgt Funds from Lake Travis ISD Bee Creek

Handwritten: 159,175.50
 [Signature]



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

September 30, 2013,

To: Commissioners Court

From: Katie Petersen Gipson, Sr. Planning & Budget Analyst

A handwritten signature in blue ink, appearing to read "Katie Petersen", is written over the name in the "From:" line.

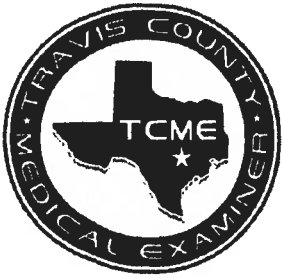
Re: Cell phone allowances

Information Technology Services (ITS) and Travis County Medical Examiner's Office (TCMEO) are requesting to internally fund a monthly cellular allowance for two ITS staff members (positions 30000384 & 30000387) and two TCMEO staff members (positions 30050226 & 30003445) who use their personal phone for a significant amount of work-related business.

According to Travis County Code Chapter 39 of the Wireless Communications Policy, PBO is required to place the item on the Commissioners Court agenda. Please note that the wireless policy will be reviewed by Commissioners Court this fall. It is possible that future cell phone allowance requests will not require Commissioner Court-level approval.

PBO concurs with this request. No actual budget transfer is needed at this time because there is sufficient funding in the appropriate line items.

CC: Sarah Scott, Medical Examiner's Office
Darlene Dunn, Medical Examiner's Office
Randy Lott, ITS
Leslie Browder, PBO
Jessica Rio, PBO



**TRAVIS COUNTY OFFICE
OF THE MEDICAL EXAMINER**

1213 Sabine Street PO Box 1748 Austin, TX 78767
Tel: (512) 854-9599 Fax: (512) 854-9044
www.co.travis.tx.us/medical_examiner

DAVID DOLINAK, MD
Diplomate of American Board of Pathology;
CHIEF MEDICAL EXAMINER

SATISH CHUNDRU, DC
Diplomate of American Board of Pathology;
DEPUTY CHIEF MEDICAL EXAMINER

KENDALL CROWNS, MD
Diplomate of American Board of Pathology;
DEPUTY MEDICAL EXAMINER

LEISHA WOOD, MD
Diplomate of American Board of Pathology;
DEPUTY MEDICAL EXAMINER

VICKIE WILLOUGHBY, DC
Diplomate of American Board of Pathology;
DEPUTY MEDICAL EXAMINER

KATHERINE S. CALLAHAN, MD
Diplomate of American Board of Pathology;
DEPUTY MEDICAL EXAMINER

DATE: September 23, 2013

TO: Brooke Greenfeder, County Auditor's Office
Katie Peterson Gibson, Planning and Budget Office

FROM: David Dolinak, MD *(signature)*

SUBJECT: Cellular Phone Allowance

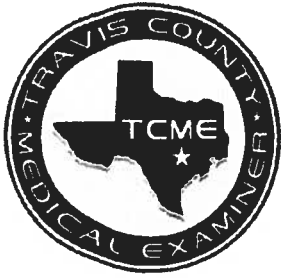
Due to the nature of the mission of our department, we have been authorized to provide cellular phone allowance to our staff pathologists. We would like to add Katherine S. Callahan, Employee Number 2000836 to the list of employees currently receiving cellular phone allowance. Her normal workdays are Monday through Friday and frequently work weekends and holidays during the day. Our staff pathologists must be contacted on a recurrent basis at any hour of the day or night and respond in an expeditious time frame.

Sufficient funding exists within our current budget to pay Ms. Callahan a cellular phone allowance. Funding was allocated at the beginning of FY13 for her to receive an allowance for the entire fiscal year.

We are requesting cellular telephone allowance in the amount of \$20 per month for Ms. Callahan for the remainder of the current fiscal year and all subsequent fiscal years.

We would like the effective date to be September 16, 2013.

Your consideration is greatly appreciated.



**TRAVIS COUNTY OFFICE
OF THE MEDICAL EXAMINER**

1213 Sabine Street PO Box 1748 Austin, TX 78767
Tel: (512) 854-9599 Fax: (512) 854-9044
www.co.travis.tx.us/medical_examiner

DAVID DOLINAK, MD
Diplomate of American Board of Pathology;
CHIEF MEDICAL EXAMINER

SATISH CHUNDRU, DC
Diplomate of American Board of Pathology;
DEPUTY CHIEF MEDICAL EXAMINER

KENDALL CROWNS, MD
Diplomate of American Board of Pathology;
DEPUTY MEDICAL EXAMINER

LEISHA WOOD, MD
Diplomate of American Board of Pathology;
DEPUTY MEDICAL EXAMINER

VICKIE WILLOUGHBY, DC
Diplomate of American Board of Pathology;
DEPUTY MEDICAL EXAMINER

KATHERINE S. CALLAHAN, MD
Diplomate of American Board of Pathology;
DEPUTY MEDICAL EXAMINER

DATE: September 11, 2013

TO: Brook Greenfeder, County Auditor's Office
Katie Peterson, Planning and Budget Office

FROM: David Dolinak, MD

David Dolinak
9/12/13

SUBJECT: Cellular Phone Allowance

Due to the nature of the mission of our department, we have been authorized to provide cellular phone allowance to our investigative staff. We would like to add Joani L. Mendoza, Employee ID Number 02000821 to the list of employees currently receiving cellular phone allowance. As a Forensic Medical Examiner Investigator, Ms. Mendoza works different shifts, weekends and holidays, and must be contacted on a recurrent basis at any hour of the day and night. She must also respond in an expeditious time frame when notified of a death that requires investigation by our office.

Sufficient funding exists within our current budget to pay Ms. Mendoza a cellular phone allowance. Ms. Mendoza has been hired to replace Kimberly Guajardo who had been authorized to receive a cell phone allowance.

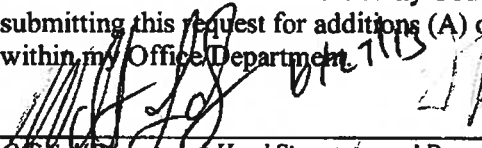
We are requesting cellular telephone allowance in the amount of \$20 per month for Ms. Mendoza for the current fiscal year and all subsequent fiscal years.

We would like the effective date to be Sept.15, 2013.

Your consideration is greatly appreciated.

Rev. 6-22-2010

Travis County Monthly Cellular Service Allowance REQUEST FORM Pursuant to Travis County Code, Chapter 39, Wireless Communications Policy, I am submitting this request for additions (A) or changes (C) of monthly cellular service allowances within my Office/Department.


10/1/13
effective date


Official/Department Head Signature and Date

NOTE: All requests for new monthly allowances or increases to previously approved monthly allowances must first go through PBO, then be processed through the Auditor's Office. Along with this request form, a budget transfer sheet must be completed for a transfer of funds into line items 2002 (6.2%), 2005 (9.64%), 2006 (1.95 POPS positions), 2007 (1.45%), and the remaining into 4107. Unless the allowance is for a limited time, the budget transfer used to fund the allowance can only be made on an annualized permanent basis.

A cellular service monthly allowance is requested for (A or C, Employee ID #, position title and slot number):	\$10/mo	\$20/mo	\$30/mo
589071, NOOPUR GUPTA, System Engineer II pos 3060387	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
742193, GARY Pannell, System Architect I pos # 30000384	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

Reviewed by PBO

 9/30/13
 signature and date

Approved by Commissioner's Court

_____ Date

Processed by Auditor's Office

_____ signature and date

Return a copy to: Brad Bearden, Emergency & Wireless Communications Manager
 Travis County Emergency Services Phone 854-4895 Fax 854-4786 Email
 Brad Bearden @ co.travis.tx.us

Allocated Reserve Status (580010)

Amount	Dept Transferred Into	Date	Explanation
\$10,718,725			Beginning Balance
\$10,718,725	Current Balance		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
(\$310,200)	Records Management - Postage Cost of City of Austin Redistricting
(\$278,506)	Constables - Airport Staffing
(\$275,000)	Civil Courts-Legally Mandated Fees- Civil Indigent Attorney Fees
(\$228,552)	Criminal Courts - Veterans Court
(\$175,000)	Criminal Courts-Legally Mandated Fees - Attorney Fees for Capital Cases
(\$150,000)	Human Resources - Tuition Reimbursement Program
(\$144,233)	Civil Courts - Family Drug Treatment Court
(\$62,350)	Criminal Justice Planning - Paralegal for OPR
(\$65,291)	Criminal Justice Planning - Paralegal for OCR
(\$38,972)	Criminal Courts - Bailiff Transition to Sheriff's Office
(\$35,000)	Criminal Courts-Legally Mandated Fees - Forced Medication Hearings
(\$33,130)	Human Resources - Travis County/Austin Community College Internship Program
(\$33,000)	Civil Courts-Legally Mandated Fees - Foreign Language Court Interpreters
(\$28,482)	Probate Court - Administrative Judge Pay
(\$25,000)	Human Resources - ADA Program Funding
(\$19,600)	Pretrial Services - Electronic Monitoring Services
(\$1,902,316)	Total Possible Future Expenses (Earmarks)
\$8,816,409	Remaining Allocated Reserve Balance After Possible Future Expenditures

Capital Acquisition Resources Account Reserve Status (580070)**CAR RESERVE TRANSFERS**

Amount	Dept Transferred Into	Date	Explanation
\$2,431,317			Beginning Balance
\$2,431,317 Current Reserve Balance			

Possible Future Expenses Against CAR Reserves Previously Identified:

Amount	Explanation
(\$500,000)	Transportation and Natural Resources - Road Materials
(\$400,000)	Information Technology Services - Support for Facilities Remodel/Construction Projects
(\$320,000)	Juvenile Probation - Juvenile Probation Master Plan
(\$192,750)	Transportation and Natural Resources - Failing Vehicles
(\$100,000)	Transportation and Natural Resources - Guardrail Replacement
(\$70,000)	Medical Examiner - Replacement Headspace Auto Sampler – Gas Chromatograph
(\$55,000)	Emergency Services (StarFlight) - STAR Flight Maintenance
(\$50,000)	Transportation and Natural Resources - ADA Sidewalk Upgrades
(\$19,074)	Counseling and Education - Computers for Automated Assessments
(\$15,798)	Criminal Justice Planning - Paralegal for OCR
(\$5,798)	Criminal Justice Planning - Paralegal for OPR
(\$1,728,420)	Total Possible Future Expenses (Earmarks)
\$702,897	Remaining CAR Reserve Balance After Possible Future Expenditures

Reserve for Emergencies and Contingencies Status (580120)

Amount	Dept Transferred Into	Date	Explanation
\$5,000,000			Beginning Balance
\$5,000,000 Current Reserve Balance			

Fuel & Utilities Reserve Status (580130)

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

Civil and Family Justice Center (Planning) Reserve Status (580210)

Amount	Dept Transferred Into	Date	Explanation
\$5,446,000			Beginning Balance
\$5,446,000 Current Reserve Balance			

Juvenile Justice Reserve Status (580260)

Amount	Dept Transferred Into	Date	Explanation
\$504,726			Beginning Balance
\$504,726 Current Reserve Balance			

Smart Building Maintenance Reserve Status (580240)

Amount	Dept Transferred Into	Date	Explanation
\$297,948			Beginning Balance
\$297,948 Current Reserve Balance			

Reserve for Replacement of Integrated Justice Systems Status (580160)

Amount	Dept Transferred Into	Date	Explanation
\$5,235,265			Beginning Balance
\$5,235,265 Current Reserve Balance			

Reserve for State Funding Cuts Status (580310)

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

STAR Flight Maintenance Reserve Status (580320)

Amount	Dept Transferred Into	Date	Explanation
\$1,995,050			Beginning Balance
\$1,995,050 Current Reserve Balance			

Reserve for 1115 Waiver Participation Status (580200)

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

Reserve for Interlocal Agreements Status (580200)

Amount	Dept Transferred Into	Date	Explanation
\$1,950,308			Beginning Balance
\$1,950,308 Current Reserve Balance			

Reserve for External Social Services Contracts Status (580200)

Amount	Dept Transferred Into	Date	Explanation
\$1,155,025			Beginning Balance
\$1,155,025 Current Reserve Balance			

Sheriff's Office Overtime Reserve Status (580200)

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

Unallocated Reserve Status (580015)

Amount	Dept Transferred Into	Date	Explanation
\$68,085,598			Beginning Balance
\$68,085,598 Current Reserve Balance			



Travis County Commissioners Court Agenda Request

Meeting Date: 10/08/2013, 9:00 AM, Voting Session

Prepared By/Phone Number: Victoria Ramirez, Planning and Budget, 854-6039

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive,
Planning and Budget

Commissioners Court Sponsor: Judge Samuel T. Biscoe

Review and approve requests regarding grant programs, applications, contracts and related special budgets, and permissions to continue:

- A. Annual application to the Meadows Foundation to continue the Pre-Doctoral Psychology Internship Program in the Juvenile Probation Department;
- B. Annual contract with the Office of the Governor, Criminal Justice Division via the United States Department of Justice to continue the Juvenile Drug Court Program in the Juvenile Probation Department;
- C. Annual contract with United States Department of Health and Human Services, Administration for Children and Families for the Parenting in Recovery II Grant in the Health and Human Services and Veterans Service Department; .
- D. Ratification of grant contract with the United States Department of Defense for an Electronic Transmission of Ballot Portal elections grant in the County Clerk's Office to enhance the existing software in the County Clerk's Office; and
- E. Ratification of an amendment with the Office of the Governor, Criminal Justice Division to extend the Vision Summit Grant in the Travis County Sheriff's Office one additional month in order to receive any needed invoices to complete the project.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Items A, B, & C are continuations of existing programs. Item D is the ratification of a new agreement signed by Judge Biscoe prior to the grantor's deadline of September 30, 2013. Item E is the ratification of a request to extend a grant by one month to provide additional time to receive invoices and close out the grant.

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

Additional information is provided on the grant summary sheets.

FISCAL IMPACT AND SOURCE OF FUNDING:

There are no matching funds associated with items A, D, & E. Item B requires a 10% county cost share, to be covered internally by the continued assignment of an existing position to the drug court. Item C requires a county match of \$259,000 in the second year of the grant, to be covered internally using \$184,420 in service dollars and \$74,580 of an existing position's salary and benefits.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Leslie Browder
David Salazar

TRAVIS COUNTY

10/8/2013

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
FY 2014

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	07/01/14 - 07/31/15	\$43,569	\$12,244	\$0	\$0	\$55,813	1.00	R	MC	6
Contracts											
B	145 Drug Court and In-Home Family Services	09/01/13 - 08/31/14	\$162,000	\$18,007	\$0	\$0	\$180,007	0.20	R	MC	31
C	158 Parenting in Recovery II	09/30/13 - 09/29/14	\$481,000	\$259,000	\$0	\$0	\$740,000	2.00	R	EC	44
D	120 Electronic Transmission of Ballot Portal	09/30/14 - 12/31/18	\$19,950	\$0	\$0	\$0	\$19,950	0.00	R	S	52
E	137 Vision Summit	01/01/13 - 10/31/13	\$78,147	\$0	\$0	\$0	\$78,147	0.00	R	MC	66

PBO Notes: County Auditor's Complexity Assessment measuring Impact to their Office's Resources/Workload

- R - PBO recommends approval
- NR - PBO does not recommend approval
- D - PBO recommends item be discussed
- S - Simple
- MC - Moderately Complex
- C - Complex
- EC - Extremely Complex

**FY 2014 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, 2013, and the notification of award has not yet been received.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
			\$0	\$0	\$0	\$0	\$0	-	

*Amended from original agreement.

**FY 2014 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, 2013.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
124	Travis County Veterans's Court	09/01/13 - 08/31/14	\$185,919	\$0	\$0	\$0	\$185,919	2.00	10/1/2013
137	2010 Byrne Justice Assistance Grant*	10/01/2009 - 03/31/14	\$114,285	\$0	\$0	\$0	\$114,285	0.00	10/1/2013
139	Travis County Adult Probation DWI Court/SAMHSA	09/30/13 - 09/29/14	\$101,270	\$0	\$0	\$0	\$101,270	1.30	10/1/2013
139	Travis County Adult Probation DWI Court/OOG	09/01/13 - 09/31/14	\$228,460	\$0	\$0	\$0	\$228,460	4.00	10/1/2013
142	Drug Diversion Court	09/01/13 - 08/31/14	\$132,585	\$0	\$0	\$0	\$132,585	0.00	10/1/2013
			\$762,519	\$0	\$0	\$0	\$762,519	7.30	

*Amended from original agreement.

FY 2014 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC			Total Request	Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Has the General Fund been Reimbursed?
			Personnel Cost	Operating Transfer						
158	AmeriCorps Grant Program	08/01/13 - 07/31/14	\$100,540	\$7,300	\$107,840	31.00	9/30/2013	7/30/2013	No	
119	Family Violence Accelerated Prosecution Program	09/01/2013 - 08/31/2014	\$13,150	\$0	\$13,150	1.00	10/31/2013	8/27/2013	No	
119	Other Victim Assistance Grant Program	09/01/2013 - 08/31/2014	\$9,286	\$0	\$9,286	1.00	10/31/2013	8/27/2013	No	
122	Family Drug Treatment Court	09/01/2013 - 08/31/2014	\$5,422	\$0	\$5,422	1.00	9/30/2013	8/27/2013	No	
124	Veterans' Court Program	09/01/2013 - 08/31/2014	\$13,801	\$0	\$13,801	2.00	10/31/2013	8/27/2013	No	
137	Child Abuse Victim Services Personnel Program	09/01/2013 - 08/31/2014	\$8,852	\$0	\$8,852	1.00	10/31/2013	8/27/2013	No	
142	Drug Diversion Court Program	09/01/2013 - 08/31/2014	\$10,376	\$0	\$10,376	1.00	10/31/2013	8/27/2013	No	
145	Juvenile Accountability Block Grant Local Assessment Center Program	09/01/2013 - 08/31/2014	\$9,800	\$0	\$9,800	1.00	10/31/2013	8/27/2013	No	
145	Trauma Informed Assessment and Response Program	09/01/2013 - 08/31/2014	\$5,966	\$0	\$5,966	0.50	10/31/2013	8/27/2013	No	
145	Austin/Travis County Integral Care Community Partners for Children Coordinator	09/01/2013 - 08/31/2014	\$10,250	\$0	\$10,250	1.00	10/31/2013	8/27/2013	No	
145	Texas Juvenile Justice Department Grants	09/01/2013 - 08/31/2014	\$405,477	\$0	\$405,477	72.00	10/31/2013	8/27/2013	No	
139	Adult Probation DWI Court	09/01/13 - 08/31/14	\$52,519	\$0	\$52,519	4.00	11/30/2013	9/10/2013	No	
124	Travis County Veterans' Court	09/01/13 - 08/31/14	\$13,801	\$0	\$13,801	2.00	10/31/2013	9/24/2013	No	

FY 2014 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Grant Term per Application	Personnel Cost	Amount requested for PTC Operating Transfer	Total Request	Filled FTEs	PTC Expiration Date	PTC Approval Date	Has the General Fund been Reimbursed?
122	Family Drug Treatment Court	09/01/13 - 08/31/14	\$5,566	\$0	\$5,566	1.00	10/31/2013	9/24/2013	No
145	Residential Substance Abuse Treatment Program	10/01/13 - 09/30/14	\$10,098	\$0	\$10,098	1.67	11/30/2013	9/24/2013	No
158	Parenting in Recovery II	09/30/13 - 09/29/14	\$22,909	\$0	\$22,909	1.00	12/31/2013	9/24/2013	No
Totals			\$697,813	\$7,300	\$705,113	122.17			



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 type="checkbox"/>	Continuation Grant: <input checked="" 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, 2014"/>	To: <input type="text" value="Jul 31, 2015"/>	
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:	\$ 43,569	\$ 12,244	\$ 0	\$ 0	\$ 55,813
Operating:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 43,569	\$ 12,244	\$ 0	\$ 0	\$ 55,813
FTEs:	1.00	0.00	0.00	0.00	1.00

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.	Number of Interns trained	n/a	n/a	1	1
2.	Average caseload per intern	n/a	n/a	12	12
3.	Average number of group therapy sessions led per intern	n/a	n/a	120	120
+ - Measures for the Grant					
1.	Number of interns in program	n/a	n/a	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 is \$55,813, with a County Cost Share of \$12,244. The Juvenile Probation Department plans to provide this cost share using internal cost savings related to the services provided by the interns in this program.

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 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. \$43,569 is requested from the Meadows Foundation to support one intern during 2014-2015.

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

Long term County funding over the five years is \$99,779. We are currently in year 3 of this program; county funds from years 1 through 5 will be \$936, \$2,722, \$5,267, \$12,244, and \$78,610 respectively. Juvenile Probation will look for other grant and local resources to continue the program.

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

Match is required. Juvenile Probation will fund internally with cost savings from contractual psychological evaluations completed by the interns and supervised by Psychologist staff members.

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.

When grant funding is exhausted in August 2016, the Department intends to request funding 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.

The Travis County Commissioner's Court approved the community plan, entitled--"Travis County Community Plan for Coordination of Criminal Justice and Related Activities FY 2012 - FY 2015," on December 6, 2011. Nearly 30 Travis County government agencies including Travis County Juvenile Probation Department, school districts, and nonprofit organizations participated in developing the Community Plan. This project addresses priority C from the juvenile justice section. Priority C states: "Travis County is in need of services and programming for youth with mental health/co-occurring disorders and substance abuse problems."



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue ~ Austin Texas 78704
Phone: (512)854-7000 Fax: (512)854-7097

ESTELA P. MEDINA
Chief Juvenile Probation Officer

TO: Aerin Toussaint, PBO
Budget Analyst

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

THROUGH: *Maya Duff*
Maya Duff
Grant Coordinator

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

DATE: September 20, 2013

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. \$43,569 is requested from July 1, 2014-July 31, 2015 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. By July 2014, TCJPD plans to offer four internships to pre-doctoral psychology students; one of these four internships is supported by this request for funding.

Please review this item and place it on the **October 8th** 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
Darryl Beatty
Dr. Erin Foley
Sylvia Mendoza
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 providing training for the first two classes 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, B, and C; related pages are:

- Attachment A - CAFR FY10: Pages OSI 31 and 35
- Attachment B - CAFR FY11: Pages OSI 31 and 35
- Attachment C - CAFR FY12: Pages OSI 31 and 36-37

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

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

Year-to-Date Financial Statements: These documents will be released to the public in early 2014 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 July 1, 2012-June 30, 2013.

Demographic Category		
Gender	Female	952
	Male	3,048
	Total	4,000
Ethnicity	Asian	18
	African American	922
	Hispanic	2,442
	Caucasian	574
	American Indian	2
	Other	42
	Total	4,000
Age	10	22
	11	57
	12	196
	13	487
	14	735
	15	1,029
	16	1,260
	17	204
	Over 18	10
	Total	4,000

The table below contains statistics for TCJPD's Intermediate Sanctions Center from July 1, 2012-June 30, 2013.

Demographic Characteristics of Juveniles Served		Number	Percent
Race	African American	55	26%
	Caucasian	21	10%
	Hispanic	136	64%
	Other	2	1%
	Total	214	100%
Sex	Female	25	12%
	Male	189	88%
	Total	214	100%
Age at Start	12 yrs	2	1%
	13 yrs	10	5%
	14 yrs	46	22%
	15 yrs	42	20%
	16 yrs	91	43%
	17 yrs	23	11%
	Total	214	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 3 internships for 2013-2014, 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 fourth internship for year 4 (2014-2015) 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 four 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.

All direct care services and internship activities take place through the Travis County Juvenile Probation Department. The training program's two major rotations are: the **Clinical Services Rotation** and the **Assessment Services Rotation**. Interns complete both of these six (6) month rotations during their training year. Throughout each 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 Clinical Services Rotation, interns provide individual, group, and family therapy to male and female residents in the department's secure residential facility. This facility, known as the Intermediate Sanctions Center (ISC), is home to several treatment programs, including a substance abuse treatment program, a behavioral intervention program, a long-term program for serious youthful offenders, and a sexual behavior treatment program. Each treatment program incorporates an evidence-based curriculum designed to meet the needs of the population. The programs are primarily group-based but also include individual and family therapy. The types of groups provided throughout the ISC are typically process-oriented, psychoeducational, or related to creative or expressive arts. The ISC programs are highly structured and designed to target individualized treatment goals, pro-social decision making, and problem-solving.

Interns on the Clinical Services Rotation carry a caseload of 4-6 residents, conduct group at least three times per week, participate in weekly treatment team meetings, develop and carry out individualized treatment plans, and engage in program development. An essential component of the Clinical Services Rotation entails working and interacting with youth who present with specialized needs, such as specific mental health needs, substance abuse, gang involvement, trauma, or concerns related to teen parenting. Interns on the Clinical Services Rotation may work with the County's Drug Court as needed if the youth on their caseload are part of this model court process.

While on the Assessment Services Rotation, interns conduct mental health assessments and full psychological evaluations for pre- and post-adjudicated youth. These assessments take place in either the department's secure intake area or in the Assessment Services Center. Interns on this rotation also co-lead psychoeducational groups for youth who are on deferred prosecution with the department. In addition, interns work with community partners to help identify appropriate wraparound services for youth and work with County's Mental Health Court. The Mental Health Court is a model court that was created to help keep youth with mental health needs from moving deeper into the juvenile justice system.

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 submitted its application for accreditation to APA in July 2013.

6. Targets and Outcomes:

TCJPD's goal is to add a fourth intern, funded by the Meadows Foundation, to its internship program. Funds from the Hogg Foundation for Mental Health will be used to fund the remaining intern positions during the 2014-2015 training year. The growth of the internship program includes a plan for sustainability, with the department expecting to fund intern positions in 2015.

Training Year	Number of Interns	Funding Source
2012-2013	2	Hogg Foundation – 2 intern positions
2013-2014 (current class)	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. TCJPD expects to be accredited by APA by 2015; its application for accreditation was submitted to APA in July 2013. 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 during the training year are:

- To provide direct clinical care to a caseload of approximately 4-6 youth and families while on the Clinical Services Rotation.
- 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 and to provide group interventions at least three times per week while on the clinical services rotation.
- To provide staff development training once per six (6) month 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.

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:

\$43,569 is needed to support one intern during 2014-2015. This payment is needed on July 1, 2014.

*This budget is higher than initially anticipated when TCJPD applied for funding in November 2012. This is due to the interns being reclassified as full-time employees rather than temporary workers. This categorization strengthens the program, while adding health insurance to the cost of each intern.

9. Project Budget:

Detailed Meadows Foundation Budget

Expense Categories	Year 2: (7/1/2014-7/31/2015)
	Amount
Intern Stipend	\$28,000
Intern Benefits	
FICA	\$1,753
Retirement	\$3,643
WCI (law)	\$415
Medicare	\$410
Health	\$9,348
	\$43,569

The following table details the budget for the total project in 2014-2015, 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 2015 (9/1/2014- 8/31/2015)
Expense Categories	Amount
Intern Stipends and Benefits	\$143,991
APPIC Membership/APA Accreditation fees	\$7,446
Conference Fees and Travel	\$6,198
Intern Professional Development	\$2,000
Overhead	\$2,000
Total Expenses	\$161,635
Revenue Categories*	Amount
Hogg Foundation	\$105,822
Meadows Foundation	\$43,569
Travis County Juvenile Probation Department	\$12,244
	\$161,635

*The Meadows total of \$43,569 is for a project period of 7/1/2014-7/31/2015.

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: \$47,673.29 (actual paid)
- September 2012 – August 2013: \$120,301.93 (actual paid)

- ~~Created 10/03/13 @ 1:48 pm~~ 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: \$5,267
- September 2014 – August 2015: \$12,244
- September 2015 – August 2016: \$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 (current) 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 to 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 2014 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 while recruiting interns for the 2014-2015 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. TCJPD submitted its application for APA accreditation in July 2013 following the graduation of the first intern cohort.

The department worked 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. The Department submitted its application for accreditation and anticipates that the APA site visit will occur no later than spring 2015.

13. Update on 2013-2014 Meadows Foundation funded intern and challenges faced so far:

The 2013-2014 class of interns began TCJPD's internship program on July 15, 2013. Up until this point, their activities have been proceeding as planned. This class includes two interns funded by the Hogg Foundation for Mental Health and one intern funded by the Meadows Foundation. All interns have finished required Departmental training and have begun to carry individual caseloads. They have started to conduct groups with units in Residential Services and have begun to administer Mental Health Assessments.

A challenge that was addressed was changing the intern positions from temporary "Project Workers" to full time positions at Travis County. This change has strengthened and supported the sustainability of the training program by creating a better means of classifying the intern positions. This change will help the department move past challenges that initially arose in the daily operations of the program; i.e., interns will receive vacation and sick time in the same manner that all employees do and tracking/approving the interns' requests for days off will be consistent with other employees and will be easier to monitor within the County system. In addition, having the interns function as full time employees brings with it the opportunity for interns to receive County benefits during the training year, thus alleviating the need to ask interns to obtain their own health insurance for the year. Incorporating this change did result in a budget that is higher than initially anticipated, due to the cost of health insurance.

14. 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**

Created 10-03-13 @ 4:38 pm **214-826-9431, (1-800-826-9431 outside the Dallas area)**
214-827-7042 (fax)
www.mfi.org

Attachment A

	<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>
<u>Juvenile Fee</u>			
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>	-
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>	-
Fund balance - end of year	<u>\$ 348</u>	<u>\$ 67,781</u>	<u>\$ 67,433</u>

(continued)

Attachment B

	<u>Budgeted Amounts Final</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget Positive (Negative)</u>
<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>
<u>Juvenile Fee</u>			
Revenues:			
Charges for services	\$ 7,500	\$ 4,911	\$ (2,589)
Investment income	<u>1,650</u>	<u>2,803</u>	<u>1,153</u>
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)

Attachment C

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget Positive (Negative)
<u>Voter Registration</u>			
Revenues:			
Intergovernmental	\$ 200,000	\$ 213,604	\$ 13,604
Total revenues	<u>200,000</u>	<u>213,604</u>	<u>13,604</u>
Expenditures:			
Current:			
General government	277,624	224,475	53,149
Total expenditures	<u>277,624</u>	<u>224,475</u>	<u>53,149</u>
Excess (deficiency) of revenues over expenditures	<u>(77,624)</u>	<u>(10,871)</u>	<u>66,753</u>
Net change in fund balance	(77,624)	(10,871)	66,753
Fund balance - beginning of year	<u>122,907</u>	<u>122,907</u>	<u>-</u>
Fund balance - end of year	<u>\$ 45,283</u>	<u>\$ 112,036</u>	<u>\$ 66,753</u>
<u>Juvenile Fee</u>			
Revenues:			
Charges for services	\$ 5,800	\$ 3,657	\$ (2,143)
Investment income	1,130	4,688	3,558
Total revenues	<u>6,930</u>	<u>8,345</u>	<u>1,415</u>
Expenditures:			
Current:			
Justice system	391,346	-	391,346
Total expenditures	<u>391,346</u>	<u>-</u>	<u>391,346</u>
Excess (deficiency) of revenues over expenditures	<u>(384,416)</u>	<u>8,345</u>	<u>392,761</u>
Net change in fund balance	(384,416)	8,345	392,761
Fund balance - beginning of year	<u>384,416</u>	<u>384,416</u>	<u>-</u>
Fund balance - end of year	<u>\$ -</u>	<u>\$ 392,761</u>	<u>\$ 392,761</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	\$ 348,890	\$ 372,109	\$ 23,219
Investment income	480	700	220
Total revenues	<u>349,370</u>	<u>372,809</u>	<u>23,439</u>
Expenditures:			
Current:			
Justice system	<u>347,953</u>	<u>345,867</u>	<u>2,086</u>
Total expenditures	<u>347,953</u>	<u>345,867</u>	<u>2,086</u>
Excess (deficiency) of revenues over expenditures	<u>1,417</u>	<u>26,942</u>	<u>25,525</u>
Net change in fund balance	1,417	26,942	25,525
Fund balance - beginning of year	<u>31,255</u>	<u>31,255</u>	<u>-</u>
Fund balance - end of year	<u>\$ 32,672</u>	<u>\$ 58,197</u>	<u>\$ 25,525</u>
<u>CSCD Equipment Acquisition</u>			
Revenues:			
Investment income	\$ -	\$ 3	\$ 3
Total revenues	<u>-</u>	<u>3</u>	<u>3</u>
Expenditures:			
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>
Excess (deficiency) of revenues over expenditures	<u>-</u>	<u>3</u>	<u>3</u>
Net change in fund balance	-	3	3
Fund balance - beginning of year	<u>1,118</u>	<u>1,118</u>	<u>-</u>
Fund balance - end of year	<u>\$ 1,118</u>	<u>\$ 1,121</u>	<u>\$ 3</u>

(continued)

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS



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

MEMORANDUM

Attachment D

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

Fund	Funder	Comma	Commitment Item	FY 2011	FY 2012	FY 2013
Center	Item	Description	Actual	Actual	Proposed	
			Expenditures	Expenditures	Budget	
JvP Dom Rel Off Legal Svcs-GF Total			0	247,068	0	
JvP CAR-JuvSvs GF						
Operating						
0001	1458000001	510230	Ofc Sup/Equip-CO	0	1,157	0
0001	1458000001	510280	Safety Sup&Eq	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-InstitutnlEq	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			31,786,199	30,437,455	35,918,723	
Emergency Services						
Emrg Svs Tech and Comm-GF						
Personnel						
0001	1470010001	500010	Sal-Elcid/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	5,658	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	Retrmt 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&Eq	43,663	47,952	33,419
0001	1470010001	510070	CmpEq & Peripherals	0	60	0
0001	1470010001	510100	Electrical Sup&Eq	0	99	0
0001	1470010001	510200	Ofc Eq	0	139	0
0001	1470010001	510220	Ofc Sup	0	15	0
0001	1470010001	510230	Ofc Sup/Equip-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 Eq Reprs&Mnt	952,850	1,013,492	1,013,492
0001	1470010001	511670	Rent-Oth Mach & Eq	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	512090	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			2,697,809	2,691,479	2,990,165	
Emrg Svs Tech and Comm-GF Total			3,212,178	2,789,418	3,098,180	
Emrg Svs 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

29

FY 12 Adopted Budget**Travis County****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 checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Juvenile Probation	
Contact Person/Title:	Maya Duff/Grant Coordinator	
Phone Number:	854-7046	

Grant Title:	Drug Court & In-Home Family Services		
Grant Period:	From: <input type="text" value="Sep 1, 2013"/>	To: <input type="text" value="Aug 31, 2014"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Office of the Governor, Criminal Justice Division		
Will County provide 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 Justice		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0	\$ 18,007	\$ 0	\$ 0	\$ 18,007
Operating:	\$ 162,000	\$ 0	\$ 0	\$ 0	\$ 162,000
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 162,000	\$ 18,007	\$ 0	\$ 0	\$ 180,007
FTEs:	0.00	0.20	0.00	0.00	0.20

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"/>	PL	
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.	Number of new enrollments in the program.	37	51	29	55
2.	Number of Drug Court participants in the program	69	80	45	87
3.	Number of youth assessed for eligible to participate in the Drug Court program	83	99	56	107

		Measures for the Grant			
1.	Number of eligible program youth served using Graduated Sanctions approaches	59	72	41	78
Outcome Impact Description		To demonstrate improved compliance to rules of probation and other outcomes of substance abusing juvenile offenders by maintaining accountability-based sanctions and increased family involvement in the supervision and treatment processes			
2.	Number of new enrollments in the program.	37	51	29	55
Outcome Impact Description		To increase the number of drug court participants receiving substance abuse, case management and in home counseling services			
3.	Number of participants in the program	69	80	45	87
Outcome Impact Description		To successfully identify potential candidates for the program.			
4.	Number of youth assessed for eligible to participate in the Drug Court program	83	99	56	107
Outcome Impact Description		To improve access to substance abuse and co-occurring treatments and related services.			
5.	Number of participants employed or enrolled in school at time of graduation (part time or full time).	27	23	13	25
Outcome Impact Description		To increase the number of participants that are employed or enrolled in school at graduation			
6.	Number of participants that earn a GED, high school diploma, or vocational training credential while in the program	5	2	3	5
Outcome Impact Description		To improve educational and vocational competency of juveniles			
7.	Number of participants that successfully complete the program	27	23	13	25
Outcome Impact Description		To increase the number of juveniles that are alcohol and drug free			
8.	Number of program youth completing program requirements	27	23	13	25
Outcome Impact Description		To increase the number of juveniles that maintain a lifestyle free of alcohol and drug abuse			
9.	Number of Drug Court Slots	45	45	45	45
Outcome Impact Description		To increase the number of drug court participants receiving substance abuse, case management and in home counseling services			
10.	Number of program youth who reoffend	7	35	20	38
Outcome Impact Description		To increase community safety.			
11.	Number of youth to test positive for drug use.	47	57	32	62
Outcome Impact Description		To increase the number of drug court participants receiving substance abuse, case management and in home counseling services in order to reduce the number of positive urinalysis.			

PBO Recommendation:

The Juvenile Probation Department is requesting Commissioners Court approval of the FY 14 annual continuation contract with the Office of the Governor, Criminal Justice Division (OOG), for the Drug Court and In Home Family Services Grant. The grant enhances the department's existing Drug Court Program, by providing State and County resources that allow the department to contract with a provider for intensive in-home family services for Drug Court participants and pay for part of an FTE (0.23 of one FTE). This portion of an FTE contributes a 10% county cost share of 18,007.

The grant does not require the program to be continued upon termination.

PBO recommends approval of the application.

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

Travis County Juvenile Probation Department is requesting approval of the continuing grant award for the OOG JABG Drug Court and In Home Family Services grant. This grant totals \$180,007.15 which includes the grant request of \$162,000 and match of \$18,007.15.

This grant will allow an increase in the number of offenders who can participate in the existing Juvenile Treatment Drug Court program by increasing the availability of substance abuse services for participating youth and their families. Specifically, the grant application is for contractual services. The project goal is to improve the outcome for substance abusing juveniles by improving family support and participation in treatment for the offender.

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

There is no long term County funding requirement of this grant.

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

Yes, a 10 % match is required. General-funds from an existing position will be utilized for the required match as this staff member is the Drug Court Casework Manager on the grant. Total salary and benefits for this staff person is \$89,151. The match requirement of 10% for this grant application comes to \$18,007.15, which translates to approximately 10% or .1 cash to be matched with County funds (allocated through TCJPD General Fund).

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

There is no provision in this grant for indirect costs.

5. County Commitment to the Program Upon 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 request subsequent year continuation funding for the contractual services through proposals submitted to the Federal and State government, as well as private foundations. As previously presented to the Court, the County will have the opportunity to consider investment in the staff positions as well as other areas of Special Services Division. There is no provision in this grant for indirect costs.

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

N/A This is an established 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.

Improving family support and participation leads to improve outcome for substance abusing juvenile offenders. According to the most recent Annual Evaluation, a total of 53% (23/43) youth successfully completed the Juvenile Drug Court Program. These graduates were multiple offenders with a history of chronic substance use. The proposed project reflects the efforts as demonstrated under the Community Plan's funding priorities and supports the following: a continuation of the comprehensive assessment process; services for juveniles with both substance abuse and mental health treatment needs; and continuum of care initiatives, and research- and outcome-based programming.

Thank you for your interest in applying to become a Broker/Dealer for Travis County. The materials to apply for approval to conduct investment business with Travis County as a Regional Broker/Dealer are attached.

In its investing, Travis County must comply with both the Texas Public Funds Investment Act and the Travis County Investment Policy and Procedures. All of its Broker/Dealers must be thoroughly familiar with both documents. I am attaching a copy of the Travis County Investment Policy and Procedures as amended September 24, 2013 and a copy of the State of Texas Public Funds Investment Act effective as of the last legislative session.

The Travis County Commissioners Court considers and approves Broker/Dealers annually per the state law. Brokers who are currently approved must be reviewed and reapproved to continue doing business with Travis County. The process includes review by the Cash/Investment Management staff and the Investment Advisory Committee. This review is based on information provided by you in the Questionnaire, as well as from other sources.

Attached you'll find:

- Travis County Investment Policy and Procedures as amended September 24, 2013
- State of Texas Public Funds Investment Act effective as of the last legislative session
- Broker/Dealer Questionnaire
- Certification by Business Organization

Each qualified representative who is authorized by your firm to transact investment business with Travis County must read the Policy, sign the Certification, and be documented in the Questionnaire.

The completed Questionnaire and signed Certifications must be received by the Cash/Investment Management Department by 5:00 P.M. CST on Thursday, October 10, 2013 to be considered. The requested documents may be scanned and emailed to the investment manager, if desired, but please be sure to mail the original copy of the signed certification for each employee that will be working with the Travis County Cash Investment Management group.

The mailing address is:

Travis County
Cash/Investment Management Dept.
P.O. Box 1748
Austin, Texas 78767

The street address is:

Travis County Administration Bldg.
Cash/Investment Management
700 Lavaca, Suite 1560
Austin, Texas 78701

Please call me at (512) 854-9779 if you have any questions. Also please acknowledge receipt of this letter and the attached documents.

Sincerely,

36



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue ~ Austin Texas 78704
Phone: (512)854-7000 Fax: (512)854-7097

ESTELA P. MEDINA
Chief Juvenile Probation Officer

TO: Aerin Toussaint, PBO
Budget Analyst

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

THROUGH: *Maya Duff*
Maya Duff
Grant Coordinator

SUBJECT: Approval of Grant Award to Continue FY14 Drug Court & In-Home Family Services

DATE: September 20, 2013

Attached is Travis County Juvenile Probation Department's grant award from the Office of the Governor, Criminal Justice Division to continue the Drug Court & In-Home Family Services program. Total funding awarded is \$162,000; this award comes with a 10% required match which amounts to \$18,007.15. This funding will allow an increase in the number of juveniles who can participate in the existing Juvenile Treatment Drug Court program by increasing the availability of substance abuse services for participating youth and their families. The project goal is to improve the outcome for substance abusing juveniles by improving family support and participation in treatment for the offender.

Please review this item and place it on the **October 8, 2013** Commissioner's Court agenda for their consideration and signature. Please contact Maya Duff at 4-7046 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly
Patty Lennon
Darryl Beatty
Emmitt Hayes
Kathy Smith
Sylvia Mendoza
Lisa Eichelberger
Grant File



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

September 13, 2013

The Honorable Samuel Biscoe
County Judge
PREVIEW - Travis County - PREVIEW -
2515 South Congress Avenue
Austin, Texas 78704-5513

Dear Judge Biscoe:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://eGrants.governor.state.tx.us> and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the attached Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@governor.state.tx.us.

We look forward to working with you to ensure the success of your program.

A handwritten signature in black ink, appearing to read "Chris Burnett".

Christopher Burnett
Executive Director

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
STATEMENT OF GRANT AWARD

Grant Number: JB-12-J20-17318-10 **CFDA or State ID:** 16.523
Program Fund: JB-Juvenile Accountability Incentive Block Grants
Grantee Name: PREVIEW - Travis County - PREVIEW -
Project Title: Drug Court and In-Home Family Services
Grant Period: 09/01/2013 - 08/31/2014
Liquidation Date: 11/29/2014
Date Awarded: September 13, 2013
CJD Grant Manager: Cheryl Charlet

CJD Award Amount: \$162,000.00
Grantee Cash Match: \$18,007.15
Grantee In Kind Match: \$0.00
Total Project Cost: \$180,007.15

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Condition(s) of Funding and Other Fund-Specific Requirement(s):

- 1 Please be advised that CJD has added a Condition of Funding (CoF) that will hold funds on a specific budget line item(s) that must be met. You can review the CoF by going to the Summary tab and Clicking on the View Condition of Funding link. Assuming all other Conditions of Funding noted on the Statement of Grant award have been met, you will be able to request reimbursement for any line item except for the one(s) with the fund hold until that fund hold is cleared.



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

Memorandum

To: CJD Grant Recipients
From: Aimee Snoddy, Deputy Director
Contact: (512) 463-1919
Re: Grantee Responsibilities
Date Awarded: September 13, 2013

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at <https://eGrants.governor.state.tx.us>.

Financial Reporting – Financial Status Reports must be submitted to CJD via eGrants. Financial Status Reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter, regardless of when the grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income – Any income generated as a direct result of the grant activities must be reported to CJD through the Financial Status Report and grant adjustment processes. Program income must be used to offset project costs unless prior approval is granted allowing a supplement to project costs. Program income must be expended prior to seeking payments from CJD and must be accounted and used for the purposes of the grant activities as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

Project Changes – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Equipment – Equipment purchased with grant funds must be used for the purpose of the grant and as approved by CJD. An inventory report must be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

Fidelity Bond – Each nonprofit corporation receiving funds from CJD must obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the CJD grant period.

Required Notifications – Grantees must immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

Project Effectiveness – Grantees should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Grantees must readily make available to the Governor's Office or its agents all requested records. The Governor's Office may make unannounced monitoring visits at any time. The grantee must make every effort to resolve all issues, findings, or actions identified within the time frame specified by the Governor's Office.

Audit Requirements – Grantees expending over \$500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at <http://www.whitehouse.gov/omb/circulars/index.html> and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at <http://www.governor.state.tx.us/grants/what/>. Grantees must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 at <http://www.whitehouse.gov/omb/circulars/index.html> or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. Refer to the Guide to Grants at <https://eGrants.governor.state.tx.us/updates.aspx> for additional information on supplanting.

Conflict of Interest – Grantees should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Grantees must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods. When contractual or equipment procurement is anticipated to be in excess of \$100,000, grantees must submit a Procurement Questionnaire <https://eGrants.governor.state.tx.us/updates.aspx> to CJD for approval prior to procurement.

Travel – Grantees must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from CJD must comply with all requirements for uniform crime reporting and must ensure that prompt reporting will remain current throughout the grant period.

Criminal History Reporting - Entities receiving funds from CJD must comply with all requirements outlined in the Texas Code of Criminal Procedure, Ch. 60, related to maintaining and reporting criminal history records.

Limited English Proficiency – Grantees must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at <http://www.lep.gov>.

Law Enforcement Programs – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

28 C.F.R. Part 23 Training - Any grant funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period the person has primary responsibility for entering data into or retrieving data from an intelligence database.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the CJD approved budget, the grantee agency has an overtime policy approved by its governing body, and both grant-paid and non-grant paid personnel are treated the same with regards to the application of overtime policy(ies). In addition, in no case is dual compensation allowable. That is, an employee of a grantee agency may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a single period of time, even though such work may benefit both activities. Overtime payments issued outside of these guidelines are the responsibility of the grantee agency.

Cancellation for Awards - Grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

Commencement Within 60 Days. If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must report by letter to CJD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

Commencement Within 90 Days. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a second statement to CJD explaining the implementation delay. Upon receipt of the 90-day letter, CJD may cancel the project and redistribute the funds to other project areas. CJD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Employment of a Lobbyist - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

Legislative Lobbying - Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

Use of Alcoholic Beverages - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.



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 checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Health and Human Services and Veterans Service	
Contact Person/Title:	John C. Bradshaw/ Contract Specialist	
Phone Number:	512-854-4277	

Grant Title:	Parenting in Recovery II		
Grant Period:	From: <input type="text" value="Sep 30, 2013"/>	To: <input type="text" value="Sep 29, 2014"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	U.S. Dept. of Health and Human Services/ Administration for Children and Families		
Will County provide grant funds to a sub-recipient?	Yes: <input checked="" type="checkbox"/>	No: <input 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:	\$ 90,245	\$ 74,580	\$ 0	\$ 0	\$ 164,825
Operating:	\$ 390,755	\$ 184,420	\$ 0	\$ 0	\$ 575,175
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 481,000	\$ 259,000	\$ 0	\$ 0	\$ 740,000
FTEs:	1.00	1.00	0.00	0.00	2.00

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"/>	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 clients receiving substance treatment services	477	492	450	450
2.	Number of families involved with child welfare completing service plan goals	147	136	125	125
3.	Number of new children entering care	627	669	624	624
+ -	Measures for the Grant				
1.	Percentage of children who had an initial occurrence and/or recurrence of substantiated/indicated child maltreatment within 6, 12, 18 and 24 months after enrolling in the RPG program	12%	5%	35%	35%
Outcome Impact Description		Reduces the number of incidences of child maltreatment in our county			
2.	Percentage of children identified as at risk of removal from the home who are able to remain in the custody of a parent or caregiver through case closure	72%	65%	50%	50%
Outcome Impact Description		Reduces the number of children placed in the foster care system due to child abuse			
3.	Percentage of parents or caregivers who were able to access timely and appropriate substance abuse treatment as calculated by number of days between program entry and treatment entry (10 days)	93%	88%	80%	80%
Outcome Impact Description		Parents and caregivers with early access to substance dependence treatment			

PBO Recommendation:

The Health and Human Services and Veterans Service Department is requesting approval to accept the award for the second year of the extension of the Parenting in Recovery grant program, from the US Department of Health and Human Services. The Parenting in Recovery (PIR) program has existed in the County since 2007. At the conclusion of the initial grant, HHSVS applied for, and received, a two-year extension. The required 35% grant match that is required was included in the HHS FY 14 Adopted Budget. The grant award amount is \$481,000, and the County match requirement for year two increased from 30% to 35%—to \$259,000.

This grant will continue the provision of expanded services to children in families in the child welfare system due to the parent's substance abuse. The department reports that the Travis County program has a 56% success rate, which is higher than the national average of 50%.

PBO recommends approval of this grant award

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?

For the past five and a half years, Parenting in Recovery (PIR) has been used to fund services as part of the Family Drug Treatment Court (FDTC) collaboration with the District Attorney's Office, District Court and these primary community partners:

- Department of Family and Protective Services – Child Protective Services
- Austin Recovery
- CASA
- Foundation Communities
- ATCIC
- Private Attorneys
- SafePlace
- Communities in Recovery
- Manos de Cristo
- Lone Star Circle of Care.

The PIR funds help to provide a flexible, comprehensive continuum of services for families involved with the FDTC as a result of methamphetamine or other substance dependence. The primary objective is to keep families together in the community while they receive an individualized set of interventions and supports that promote sustained recovery and independent functioning.

The initial five-year grant ended on 9/29/12. TCHHSVS applied for and received a competitive two-year extension of funding through 9/29/14.

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

The match requirement for year two of the extension is \$259,000. The long-term goal of the PIR grant is program sustainability. The role of TCHHSVS in the sustainability of the FDTC is to provide a portion of the substance abuse treatment and recovery support dollars and provide staff expertise as it relates to substance abuse by funding a Substance Abuse Clinical Manager position.

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.

TCHHSVS is using \$184,420 in service dollars from the General Fund as well as \$74,580 of the Substance Abuse Clinical Manager's salary and benefits to provide the \$259,000 required in year two of the extension.

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

TCHHSVS did not include any indirect costs in the year 2 budget included with the original application for a two-year extension as it was under the impression that Travis County did not have a federally approved indirect cost rate. TCHHSVS is aware of the PBO request that all grant applications include an amount for indirect costs unless specifically prohibited by the grantor and will try to comply with this request in future grant applications.

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance 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.

No. As mentioned in the response to question 2, the long-term goal of the PIR grant is program sustainability. This program relies heavily on local resources to support substance abuse and recovery supports for sustainability after the grant ends. TCHHSVS staff and grant partners will identify the funding for treatment and flexible services potentially through increased Travis County, City of Austin, State funding, and health insurance. The structure of PIR/FDTC will be sustained by the various partners: District Attorney, District Court, Child Protective Services will sustain positions, supports and structure to maintain the PIR/FDTC.

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

NA.

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

The services provided by the PIR grant are in line with other services offered by the Office of Children's Services within TCHHSVS. The relevant departmental performance measures are included in this summary.



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

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

DATE: September 16, 2013

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: Grant from the U.S. Department of Health and Human Services,
Administration for Children and Families, for the Parenting in
Recovery project

Proposed Motion:

Consider and take appropriate action to approve a grant from the U.S. Department of Health and Human Services, Administration for Children and Families, to fund the Parenting in Recovery project in FY'14.

Summary and Staff Recommendations:

Travis County Health and Human Services and Veterans Service (TCHHSVS) serves as the lead agency for a regional partnership (known as the Parenting in Recovery project) that includes Austin Recovery, Foundation Communities, the Texas Department of Family and Protective Services, Austin Travis County Integral Care, and the Travis County Family Drug Treatment Court.

The Parenting in Recovery (PIR) project provides a flexible, comprehensive continuum of services for families in the child welfare system as a result of methamphetamine or other substance dependence. The primary objective of the project is to keep families

together while the parents receive an individualized set of interventions and supports that promote sustained recovery and independent functioning.

The PIR project started in February 2008 and has enrolled 139 mothers as of September 1, 2013. Of these 139 mothers, 56 were discharged successfully, 37 were discharged unsuccessfully, 19 were neutral discharges (admitted but did not receive services beyond minimal partial substance dependence treatment), and 27 are currently enrolled in the project. The PIR project has a 50% success rate when all discharged participants, including neutral discharges, are counted. The success rate is 60% when successful discharges are compared with unsuccessful discharges. This 60% success rate represents a more accurate figure, and it is well above the national average of 50%.

TCHHSVS staff recommends approving this application.

Budgetary and Fiscal Impact:

The grant award is \$481,000. There is a match requirement of \$259,000. TCHHSVS is providing the match in the form of \$74,580 in salary and benefits for a full-time Project Director and \$184,420 in funding for services provided to PIR participants.

Issues and Opportunities:

Parental substance dependence is a key factor underlying the abuse or neglect experienced by many of the children entering foster care. The PIR project is designed to keep families together by providing treatment and support services. PIR has made significant accomplishments during the almost six 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.

Background:

The Administration for Children and Families within the U.S. Department of Health and Human Services provides grants for regional partnerships designed to enhance the safety of children who are in an out-of-home placement or are at risk of being put in an out-of-home placement due to a parent's or caretaker's methamphetamine or other substance dependence.

Cc: Andrea Colunga, Director, Office of Children's Services, TCHHSVS
Nicki Riley, CPA, CMA, Travis County Auditor
Patty Lennon, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Leslie Browder, Executive Manager, Planning and Budget Office
Aerin Toussaint, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Shannon Pleasant, Purchasing Agent Assistant, Travis County Purchasing Office

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES
NOTICE OF AWARD**

SAI NUMBER:

PMS DOCUMENT NUMBER:

1. AWARDING OFFICE: ACYF - Children's Bureau		2. ASSISTANCE TYPE: Discretionary Grant		3. AWARD NO.: 90CU0039-07-00		4. AMEND. NO.: 0		
5. TYPE OF AWARD: Other			6. TYPE OF ACTION: Non-Competing Continuation			7. AWARD AUTHORITY: Prom S & S Fam. Sec. 437 (f) title IV-B42 U		
8. BUDGET PERIOD: 09/30/2013 THRU 09/29/2014			9. PROJECT PERIOD: 09/30/2007 THRU 09/29/2014			10. CAT NO.: 93.087		
11. RECIPIENT ORGANIZATION: Travis County 100 N Interstate 35 Austin, TX 78701-4138 Grantee Authorizing Official: Samuel Biscoe , Travis County Judge						12. PROJECT / PROGRAM TITLE: Targeted Grants: Methamphetamine and other Substance Abuse		

13. COUNTY: Travis		14. CONGR. DIST.: 25		15. PRINCIPAL INVESTIGATOR OR PROGRAM DIRECTOR: Laura Peveto Prevention and Intervention Manager			
------------------------------	--	--------------------------------	--	--	--	--	--

16. APPROVED BUDGET:				17. AWARD COMPUTATION:			
Personnel.....	\$	68,096.00		A. NON-FEDERAL SHARE.....	\$	259,000.00	35%
Fringe Benefits.....	\$	22,149.00		B. FEDERAL SHARE.....	\$	481,000.00	65%
Travel.....	\$	2,800.00		18. FEDERAL SHARE COMPUTATION:			
Equipment.....	\$	0.00		A. TOTAL FEDERAL SHARE.....	\$	481,000.00	
Supplies.....	\$	300.00		B. UNOBLIGATED BALANCE FEDERAL SHARE.....	\$	0.00	
Contractual.....	\$	381,114.00		C. FED. SHARE AWARDED THIS BUDGET PERIOD...\$		0.00	
Facilities/Construction.....	\$	0.00		19. AMOUNT AWARDED THIS ACTION:			
Other.....	\$	6,541.00			\$	481,000.00	
Direct Costs.....	\$	481,000.00		20. FEDERAL \$ AWARDED THIS PROJECT PERIOD:			
Indirect Costs.....	\$	0.00			\$	3,481,000.00	
At % of \$				21. AUTHORIZED TREATMENT OF PROGRAM INCOME:			
In Kind Contributions.....	\$	0.00		Additional Costs			
Total Approved Budget.....	\$	481,000.00		22. APPLICANT EIN:		23. PAYEE EIN:	
				748000192		1748000192A5	
				24. OBJECT CLASS:			
				41.45			

25. FINANCIAL INFORMATION:							DUNS 030908842	
ORGN	DOCUMENT NO.	APPROPRIATION	CAN NO.	NEW AMT.	UNOBLIG.	NONFED %		
	90CU003907	75131512	3-G996440	\$481,000.00				

26. REMARKS: (Continued on separate sheets)
\$2,081 budgeted under "Supplies" moved to "Other" category.

27. SIGNATURE - ACF GRANTS OFFICER		DATE:		28. SIGNATURE(S) CERTIFYING FUND AVAILABILITY			
Robin Bunch		09/10/2013		Nicole Miles		09/10/2013	
29. SIGNATURE AND TITLE - PROGRAM OFFICIAL(S)				DATE:			
Mr. Joseph Bock - Associate Commissioner				09/10/2013			

50

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES
NOTICE OF AWARD**

SAI NUMBER:

PMS DOCUMENT NUMBER:

1. AWARDING OFFICE: ACYF - Children's Bureau		2. ASSISTANCE TYPE: Discretionary Grant	3. AWARD NO.: 90CU0039-07-00	4. AMEND. NO. 0
5. TYPE OF AWARD: Other		6. TYPE OF ACTION: Non-Competing Continuation		7. AWARD AUTHORITY: Prom S & S Fam. Sec. 437 (f) title IV-B42 U.
8. BUDGET PERIOD: 09/30/2013 THRU 09/29/2014		9. PROJECT PERIOD: 09/30/2007 THRU 09/29/2014		10. CAT NO.: 93.087
11. RECIPIENT ORGANIZATION: Travis County				

STANDARD TERMS

1. Paid by DHHS Payment Management System (PMS), see attached for payment information. This award is subject to the requirements of the HHS Grants Policy Statement (HHS GPS) that are applicable to you based on your recipient type and the purpose of this award. This includes requirement in Parts I and II (available at <http://www.hhs.gov/grantsnet/adminis/gdp/index.htm>) of the HHS GPS. Although consistent with the HHS GPS, any applicable statutory or regulatory requirements, including 45 CFR Part 74 or 92, directly apply to this award apart from any coverage in the HHS GPS. This award is subject to requirements or limitations in any applicable Appropriations Act. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).
For the full text of the award term, go to the http://www.acf.hhs.gov/grants/awards_term.html.
This grant is subject to the requirements set forth in 45 CFR Part 87. Attached are terms and condition, reporting requirements, and payment instructions.
(**) Reflects only federal share of approved budget.

Reporting Requirements

1. Starting with awards issued in fiscal year 2013, ACF will require use of the SF-428 (Tangible Personal Property Form) and the SF-429 (Real Property Status Report). The reporting frequency will be on an annual basis at the end of each fiscal year. If the report is not applicable, submission is not required. Fillable forms are available at <http://www.acf.hhs.gov/grants-forms>.

BY:

Samuel T. Biscoe
Travis County Judge

Date



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 checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	Travis County Clerk - Elections Division	
Contact Person/Title:	Gail Fisher/Election Special Projects	
Phone Number:	x47967	

Grant Title:	Electronic Transmission of Ballot Portal		
Grant Period:	From: <input type="text" value="Sep 30, 2013"/>	To: <input type="text" value="Dec 31, 2018"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Department of Defense CFDA No. 12.219		
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:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 19,950	\$ 0	\$ 0	\$ 0	\$ 19,950
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 19,950	\$ 0	\$ 0	\$ 0	\$ 19,950
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"/>	MN	
County Attorney	<input checked="" type="checkbox"/>	EW	

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 Federal Postcard Applications eligible for eMail ballot by mail (FPCA)	N/A	950	3122	900
2.	Number of requested eMail ballots to UOCAV	N/A	587	2360	810
3.	Number of hours processing eMail ballots to FPAC	N/A	13	52	5
+ - Measures for the Grant					
1.	Number of FPCA (Federal Postcard Applications)	N/A	950	3122	900
Outcome Impact Description		This measurement is not expected to change			
2.	Number of requested eMail ballot forms for FPCA	N/A	587	2360	810
Outcome Impact Description		The number of requested eMail ballots is expected to increase over time.			
3.	Number of hours processing eMail ballots	N/A	13	52	5
Outcome Impact Description		Reduce number of hours necessary to process eMail requests.			

PBO Recommendation:

This is a request from the County Clerk to the Department of Defense for programming related to the new voting system.

This grant is for \$19,950 to have the vendor, Easy Access Inc, that maintains the Voter Registration system add additional functionality to the existing ballot-by-mail module of the system. This additional functionality will automatically electronically deliver a link to a PDF version of the voter's ballot which the voter can print, manually mark, and return by mail.

This match has no grant match requirements and does not obligate the County to continue any specified level of funding. The grantor required a return of the grant documents by September 30, which did not allow for approval by Commissioners Court with the normal grant process. Judge Biscoe signed the grant to avoid missing the deadline after it was reviewed by PBO, The County Auditor and the County Attorney's Office.

PBO recommends approval of this contract.

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

The primary goal of this project is to increase efficiency in the processing of electronic ballot by mail submissions for UOCAVA (Uniformed and Overseas Citizen Absentee Voting Act) voters (military, overseas, and their spouses; and U.S. citizens residing outside the United States and its territories). This grant would be used for enhancements to the existing Ballot by Mail module of the Easy Access application which is used to verify and process ballot by mail applications of UOCAVA voters utilizing the Federal Postcard Application. It would replace the time-consuming, manual processing of UOCAVA applicants who request online ballot delivery with a stream-lined, efficient, electronic solution, and allow for immediate receipt of the ballot by the voter without delays inherent in manual systems.

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

There are no long-term County funding requirements of the grant.

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

No

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

No indirect cost allocation, grant request is under \$50,000

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.

No. There is no requirement for future funding mechanisms. This is an add on enhancement to an existing product.

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

The enhancement to the Easy Access application will allow for future growth of the UOCAVA electronic ballot transmission program for all Federal elections.

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.

Switching to a fully automated process for servicing voters who request electronic submission of ballots would yield a current savings of approximately 40 work hours per election. This savings of time could greatly aid the Ballot by Mail staff in complying with the mandates of the UOCAVA transmission deadline. When an election is programmed and the ballot is tested and certified, the Ballot by Mail staff has only one to two days to process the electronic transmission of these ballots to UOCAVA voters. Of the 4,379 UOCAVA voters eligible to vote in the Presidential Election of 2008, only 8 voters requested electronic ballot transmission. In 2012, the requests increased to 2,360 out of 3,122 voters eligible. This increase shows a dramatic shift to the use of electronic receipt of ballots by this demographic.

GRANT AWARD

GRANT NO: H98210-13-1-0010
EFFECTIVE DATE: 30 SEPTEMBER 2013

PR NO(S): HQ0579-3214-0001-000

SECTIONS	DESCRIPTION
Section A	Execution of Grant Award
Section B	Grant Schedule
Section C	General Terms and Conditions
Section D	Reporting Requirements

- AUTHORITY:** 10 U.S.C. § 2358 – Research and Development Projects.
- TOTAL AMOUNT OF AGREEMENT:** \$ 19,950.00
- GOVERNMENT OBLIGATION/ACCOUNTING AND APPROPRIATION DATA.** Federal funds, in the amount of \$19,950.00 are hereby made available for obligation. Accounting and Appropriation Data is set forth as follows:

 ACRN AA: 9720400 7301 102 79698 4100 QV H5R2 HQ057932140001 S033181
 AMOUNT: \$19,950.00
- ELECTRONIC FUNDS TRANSFER.** Pursuant to 32 CFR 22.810(b)(2), Electronic Funds Transfer (EFT) shall be used to make payments under this award. See **SECTION B**, Article No. 6 for payment process.
- PARTIES.** This Grant is entered into between the United States of America, represented by The Defense Human Resources Activity (hereinafter called the Government), and Travis County (hereinafter called the Recipient) pursuant to and under U.S. Federal law.

SECTION A - EXECUTION OF GRANT AWARD

FOR THE RECIPIENT

Dana DeBeauvoir
 Travis County Clerk
 PO Box 149325
 Austin, TX, 78751

CAGE: 3XZM6

Samuel T. Bisioe
 (SIGNATURE)

Samuel T. Bisioe
 (NAME)

County Judge
 (TITLE)

9-24-13
 (DATE)

FOR THE UNITED STATES OF AMERICA

Defense Human Resources Activity (DHRA)
 Procurement Support Office
 4800 Mark Center Drive, Suite 07G12
 Alexandria, VA 22350-1300

CODE: H98210

 (SIGNATURE)

ROBERT J. LAVELLE
 (NAME)

GRANTS OFFICER
 (TITLE)

 (DATE)

SECTION B – GRANT SCHEDULE

1. TERMS AND CONDITIONS. By acceptance of this Grant, the Recipient certifies that it will perform as set forth in its Application for Federal Assistance (SF 424) and attachments thereto, and comply with all terms and conditions of this Grant and all attachments hereto (hereinafter referred to as “Grant”).

(a) These grant awards will not fund the electronic return of a voted ballot. Applicants will certify prior to grant award that they will not use any grant funds to develop a system for the electronic return of a marked ballot. Further, applicants will certify that they will not use the system components developed with grant funds after the award ends, for the electronic return of a marked ballot.

2. GRANT TERM. The Term of this Grant is for a period of 30 September 2013 through 31 December 2018, subject to availability of funds as specified in Section B, Article 5, below.

3. ORDER OF PRECEDENCE. Inconsistencies or conflicts in the terms and conditions of this Grant shall be resolved according to the following order of precedence:

(a) Applicable United States statutes including Title 10 U.S.C. § 2358 – Research and Development Projects;

(b) The Grant Schedule as set forth in SECTION B;

(c) The General Terms and Conditions, as set forth in SECTION C;

(d) The Data Point Collection Report Requirements, as set forth in SECTION D; then

(e) The Recipient’s Application under Broad Agency Announcement H98210-13-BAA-0001 consisting of: (a) Application for Federal Assistance (SF 424), (b) Budget Information – Non-Construction Programs (SF424A) (and supporting documentation) and (c) the Technical Proposal is in the possession of both Parties, and is incorporated herein by reference with the same force and effect as if set forth in full text.

4. AUDIT. The Comptroller General and the Inspector General of the Department of Defense shall have direct access to sufficient records and information of the Recipient, as they determine, to ensure accountability for Federal Funds.

5. FUNDING LIMITATIONS.

5.1. The Government’s maximum obligation for the term of this Grant is \$19,950.00. Costs in excess of this amount will not be paid.

5.2. The Government’s obligation to pay or reimburse any costs hereunder is subject to the availability of appropriated funds, and nothing in this Grant will be interpreted to require obligations or payments by the Federal Government in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

6. PAYMENT.

6.1. Reimbursement Payments. The Government will make payments based on the Recipient’s actual rate of disbursement. The Recipient may submit subsequent requests for payment no more frequently than

monthly. Payments under this Grant shall be approved and certified by the Administrative Grants Officer (AGO).

6.2. The Recipient may submit subsequent requests for payment no more frequently than monthly.

6.3. The Recipient shall use Wide Area Work Flow – Receipt and Acceptance (WAWF-RA) system when submitting requests for payment under this Agreement. The Recipient shall (i) ensure an Electronic Business Point of Contact is designated in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and (ii) register to use WAWF-RA at <https://wawf.eb.mil>, within ten (10) days after award of the Agreement.

When entering the BVN into WAWF-RA, the Recipient shall enter the following DODAAC fields:

OFFICE	DODAAC
Administrative Office	S4402A
Payment Office	HQ0339
Issued By Office	H98210
Approver Office	S4402A

NOTE: The Recipient shall submit Standard Form (SF) 270 – “Request for Advance or Reimbursement” as an attachment to each WAWF-RA payment submission.

6.4. Central Contractor Registration (CCR) Information (for Electronic Funds Transfer (EFT)).

DUNS NUMBER	TIN/EIN	CAGE CODE
030908842	74-6000192	3XZM6

7. PAYMENT OFFICE. The Defense Finance and Accounting Service (DFAS) Office responsible for making payments under this Grant is as follows:

PAYMENT OFFICE	ADDRESS
DFAS COLUMBUS CENTER (CODE: HQ0339)	DFAS-CO/West Entitlement Operations P.O. BOX 182381 Columbus, OH 43218-2381

8. PERFORMANCE AND DATA COLLECTION POINT REPORTS. Performance reports shall be prepared in accordance with 32 CFR 33.40.

8.1. Data Collection Points. The Recipient shall prepare data collection point reports in accordance with FVAP Reporting Requirements at Section D. The Recipient shall submit one electronic copy of Data Collection Point Reports to the Federal Voting Assistance Program (FVAP) Program Officer; the DHRA Grants Officer and DCMA Administrative Grants Officer require only the transmittal cover page.

8.2. Semi-Annual Performance Report. This report shall contain a comparison of actual accomplishments to the objectives established for the term of the Grant. This Report is due no later than 30 calendar days following the reporting period. One electronic copy of Performance Reports shall be provided to the Federal Voting Assistance Program (FVAP) Program Officer; the DHRA Grants Officer and DCMA Administrative Grants Officer. The initial semi-annual Performance Report will be for the reporting period of 30 September 2013 through 31 March 2014; subsequent semi-annual reporting will be based on the initial reporting period reported and thereafter on the Federal Fiscal Year (Oct-Dec, Jan-Mar, Apr-Jun, Jul-Sep).

8.3. Special Reporting Requirements. The Recipient shall immediately notify the Grants Officer of developments that have a significant impact on the award-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

9. FINANCIAL REPORTS: Reports shall be prepared in accordance with 32 CFR 32.52. The Recipient will report program outlays and program income on a cash basis.

9.1. Interim (Quarterly) Federal Financial Reports (SF 425). Interim Federal Financial Reports shall be on a quarterly basis and are due no later than thirty (30) calendar days following the end of the reporting period. The initial Financial Report will be for the reporting period of **30 September 2013 through 31 December 2013**; subsequent quarterly reporting will be based on the initial reporting period reported and thereafter on the Federal Fiscal Year (Oct-Dec, Jan-Mar, Apr-Jun, Jul-Sep).

9.2. Final Federal Financial Report (SF 425). A Final Federal Financial Report is due no later than ninety (90) calendar days following the completion of the Agreement.

10. TITLE TO PROPERTY. Title to equipment and supplies purchased by the Recipient with Grant funds, shall vest in the Recipient in accordance with the provisions 32 CFR 33.32 (equipment) and 32 CFR 33.33 (supplies).

11. SITE VISITS. The Grants Officer, or authorized representatives, has the right at all reasonable times to make site visits to review the project's accomplishments and to provide technical assistance as may be required.

12. PREAWARD COSTS. Pre-award costs are authorized under this Grant, from **26 June 2013** through the effective date of award.

13. GOVERNMENT AND RECIPIENT REPRESENTATIVES.

NAME	TITLE	OFFICE & E-MAIL	PHONE
Mr. Robert J. Lavelle	Grants Officer	Defense Human Resources Activity 4800 Mark Center Drive Suite 07G12 Alexandria, VA 22350-1300 Bob.lavelle@osd.pentagon.mil	(571) 372-2614
Ms. Elda Villarreal	Administrative Grants Officer	DCMA Dallas 600 North Pearl Street, Suite 1630 Dallas, TX 75201-2843 Elda.Villarreal@dcma.mil	(210) 295-0162
Ms. Robin Burgess	Program Officer	Federal Voting Assistance Program (FVAP) 4800 Mark Center Drive Suite 03J25 Alexandria, VA 22350-1300 Robin.Burgess@fvap.gov	(571) 372-0744
Ms. Dana DeBeauvoir	County Clerk	Travis County Office of the County Clerk PO Box 149325 Austin, TX 78714 dana.debeauvoir@co.travis.tx.us	(512) 854-9188
Ms. Nicki Riley	County Auditor	Travis County Auditor's Office	(512) 854-3942

		700 Lavaca Street, Suite 1200 Austin, TX 78701 nicki.riley@co.travis.tx.us	
--	--	---	--

SECTION C – GENERAL TERMS AND CONDITIONS

1. **FEDERAL REQUIREMENTS.** Federal statutes and regulations take precedence over all terms and conditions of this Grant.
2. **ADMINISTRATION AND COST PRINCIPLES.** Applicable to Grants and Cooperative Agreements, and incorporated herein by reference, are the requirements of the appropriate Office of Management and Budget (OMB) Circulars¹; “appropriate” is determined by the organizational nature of the Recipient.
 - (a) OMB A-102 “**Administration of Grants and Cooperative Agreements With State and Local Governments**” (October 7, 1994) (further amended August 29, 1997);
 - (b) 2 CFR Part 225 “**Cost Principles for State, Local and Indian Tribal Governments**” (OMB A-87) (effective August 31, 2005); and
 - (c) OMB A-133 “**Audits of States, Local Governments, and Non-Profit Organizations**” (includes revisions published in the Federal Register June 27, 2003 and June 26, 2007)
3. **DOD GRANT AND AGREEMENT REGULATIONS (DOD 3210.6-R)**². These regulations, specifically 32 CFR Part 33, **implement** OMB Circular A-110 and establishes the uniform administrative requirements for Grants, Agreements and subawards awarded to State and Local Governments.
4. **OFFICIALS NOT TO BENEFIT.** No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Grant, or to any benefit arising from it, in accordance with 41 U.S.C. § **6306**.
5. **CERTIFICATIONS.** By acceptance (signing) of the awarded Grant, or by accepting funds under the awarded Grant, the Recipient is providing the:
 - (a) Certification at Appendix A to 32 CFR Part 25 regarding debarment, suspension, and other responsibility matters.
 - (b) Certification at Appendix C to 32 CFR Part 25 regarding drug-free workplace requirements.
 - (c) Certification at Appendix A to 32 CFR Part 28 regarding lobbying.
6. **AWARD PROVISIONS FOR NATIONAL POLICY REQUIREMENTS.** By acceptance (signing) of the award, or by accepting funds under the award, the Recipient assures that it will comply with applicable provisions of the following national policy requirements (as applicable) with respect to the prohibition of discrimination:

¹ OMB Circulars can be found at: http://www.whitehouse.gov/omb/grants_circulars

² The DoD Grant and Agreement Regulations (DoD 3210.6-R) are published at: <http://www.dtic.mil/whs/directives/corres/html/321006r.htm>

(a) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR Part 195.

(b) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.

(c) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), implemented by Department of Justice regulations at 28 CFR Part 41 and DoD regulations at 32 CFR Part 56.

7. **PROCUREMENT STANDARDS (LOCAL GOVERNMENTAL ENTITY)**. When procuring property and services under this Grant, State governmental entities will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards set forth in 32 CFR 33.36 – paragraphs (b) through (i).

8. **STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS**. The uniform standards for Recipient's financial management systems are set forth in 32 CFR 33.20.

9. **RETENTION AND EXAMINATION OF RECORDS**. Retention and access requirements for records shall be as set out at 32 CFR 33.42.

10. **DISPUTES AND ALTERNATIVE DISPUTES RESOLUTION (32 CFR 22.815)**. Disputes between the Recipient and the Grants Officer shall be resolved by mutual agreement at the Grants Officer's level, to the maximum extent practicable. Disputes are written demands or written assertions by one of the parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of terms, or other relief arising under or relating to the Grant. The dispute shall, at a minimum, contain sufficient information and supporting data to enable the Grants Officer to render an informed decision. Whenever a Recipient submits, in writing, a dispute to the Government, the Grants Officer shall consider the issue(s) and, within 60 calendar days of receipt, either:

(a) Prepare a written decision, which shall include the basis for the decision and shall be documented in the award file; or

(b) Notify the Recipient of a specific date when he or she will render a written decision. The notice shall inform the Recipient of the reason for delaying the decision.

(c) The Recipient shall proceed diligently with performance of the Grant, pending final resolution of any dispute.

10.1. **Alternative Disputes Resolution (ADR)**. These procedures include settlement negotiations, mediation, and fact-finding. In the event the Recipient decides to appeal the decision the Recipient is encouraged to enter into ADR procedures with the Grants Officer, as set forth herein:

(a) If the Recipient decides to appeal under ADR, it must within 90 calendar days from the date that it receives the Grants Officer's written decision, mail or otherwise furnish to the Grants Officer notice that an appeal is intended using the ADR procedures herein. The appeal shall include a description of the claim/dispute, reference to the pertinent Grant terms, and a statement of factual areas of agreement and disagreement.

(b) Within 30 calendar days from the date that the Grants Officer is furnished the Recipient's appeal the Grants Officer shall provide all data, documentation, and pertinent information, required for use on a pending appeal to the Director, Defense Human Resources Activity (DHRA).

60

(c) The Director, Defense Human Resources Activity (DHRA) shall review the facts pertinent to the dispute or secure assistance from legal and other advisors and issue a written decision with supporting rationale.

(d) If the Recipient chooses not to initiate an appeal using ADR procedures, it may initiate such formal claims as are authorized by 28 U.S.C. 1491, or other applicable statutes.

11. RECIPIENT RESPONSIBILITY. The Recipient has full responsibility for the conduct of the effort supported by this Grant, in accordance with the Recipient's Application for Federal Assistance (SF 424) and all attachments thereto, and the terms and conditions specified in this Grant. The Recipient is encouraged to suggest, or propose to discontinue, or modify unpromising efforts. The Recipient shall submit, within 90 calendar days after the date of expiration of the award, all financial, performance, and other reports as required by the terms and conditions of the award. The Grants Officer may approve extensions when requested by the Recipient.

12. ACKNOWLEDGEMENT OF SPONSORSHIP. The Recipient agrees that in the release of information relating to this Grant, such release shall include a statement to the effect that: (a) the effort is sponsored by the Federal Voting Assistance Program (FVAP) and other entities over the term of the Grant, as appropriate; (b) the content of the information does not necessarily reflect the position or policy of the Government; and (c) that no official Government endorsement should be inferred. "Information" includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, symposia, etc.

13. LIABILITY AND INDEMNITY. Each party hereto shall be responsible for its own activities and those of its agents and employees in carrying out its responsibilities under this Grant. The Government will not be responsible for, and the Recipient will assume, all liability to persons which may be attributable or incident to the Recipient's negligence or breach of this Grant, or by the negligence or breach of the Grant by any of the Recipient's agents and employees. The Recipient further agrees to indemnify, save, hold harmless, and defend the Government, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon personal injury or death resulting from, related to, caused by or incident to the Recipient's negligence in the carrying out of the terms of this Grant, or breach thereof, or any and all other activities conducted by the Recipient, its agents, employees and contractors incident to this Grant. Any claim against the Government or its employees for damages arising out of negligence, wrongful acts, or wrongful omissions shall be pursued under the Federal Tort Claims Act.

14. CHANGE OF CIRCUMSTANCES. Each party will promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect such party's ability to carry out any of its obligations under this Grant.

15. TERMINATION AND ENFORCEMENT.

(a) **Enforcement.** The Government's remedies for noncompliance are as set forth at 32 CFR 33.43. The enforcement remedies identified in this section, including suspension and termination, do not preclude the Recipient from being subject to "Debarment and Suspension" under E.O. 12549.

(b) **Termination.** This award may be terminated in whole or in part only as set forth at 32 CFR 33.44.

16. CHANGES.

16.1. The Recipient is permitted to re-budget within the approved direct cost budget to meet unanticipated requirements **and** may make limited program changes to the approved project. However, the

Recipient shall obtain prior written approval of the Grants Officer whenever any of the following changes is anticipated:

- (a) Any revision which would result in the need for additional funding;
- (b) Cumulative transfers among direct cost categories which exceed or are expected to exceed ten percent (10%) of the current total approved budget, whenever the Government's share exceeds \$100,000.00;
- (c) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval;
- (d) Need to extend the period of availability of funds;
- (e) Changes in key persons in cases where specified in an application for a Grant award. In research projects, a change in the project director or principal investigator shall always require approval of the Grants Officer.
- (f) Contracting out, sub-granting or otherwise obtaining the services of a third party to perform activities which are central to the purposes of this Grant. This approval is in addition to the approval requirements of 32 CFR 33.36(g), but does not apply to the procurement of equipment, supplies and general support services.

16.2. Requesting Prior Approval.

- (a) A request for prior approval of any budget revision will be in the same budget format that the Recipient used in its application and shall be accompanied by a narrative justification for the proposed revision.
- (b) A request for a prior approval under OMB Circular A-87 may be made by letter.

17. APPENDIX A TO PART 170 – AWARD TERM

1. Reporting Subawards And Executive Compensation

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

- i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsr.gov>.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsr.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

62

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <http://www.ccr.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement-of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

64

- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Reference: <http://www.federalregister.gov/articles/2010/09/14/2010-22705/requirements-for-federal-funding-accountability-and-transparency-act-implementation>

18. INVENTIONS (PATENTS).

(a) The clause entitled Rights to Inventions Made by Nonprofit Organizations and Small Business Firms,” (37 CFR 401) is hereby incorporated by reference and the clauses in paragraph 401.14 are modified as follows: replace the word “contractor” with “Recipient”, replace the words “agency,” “Federal agency” and “funding Federal Agency” with “Government”; replace the word “contract” with “grant”; delete paragraphs (g)(2), (g) (3) and the words “to be performed by a small business firm or domestic nonprofit organization” from paragraph (g)(1); paragraph (1), Communications, point of contact or matters relating to this clause will be the Defense Human Resources Activity (DHRA) Office of General Counsel.

(b) The Recipient shall file annual Invention (Patent) Reports as of the close of the performance year and at the end of the term for this Grant. Annual reports are due 90 calendar days after the end of each year of performance and final reports are due 90 calendar days after the expiration of the Grant. The Recipient shall use DD Form 882, Report of Inventions and Subcontracts, to file an invention report. Negative reports are also required. The Recipient shall submit the original to the Defense Contract Management Agency Administrative Grants Officer, and one copy to the DHRA Grants Officer.

(c) Administrative close-out of the Grant cannot be made until all invention reporting requirements are met.

19. MODIFICATION OF GRANT. This Grant constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions among the Parties, whether oral or written, with respect to the subject matter herein. The only method by which the Grant can be modified is through formal, written modification, signed by either the Grants Officer or the Administrative Grants Officer (AGO). No other communications, whether oral or in writing, shall be binding on the parties.

SECTION D – DATA COLLECTION POINT REPORTING REQUIREMENTS

Data Collection Point Reports: Recipient shall submit data reports on their research project. The due date for submission is sixty (60) days after each Federal election. Data reporting materials (template and instructions), set forth in the originating Broad Agency Announcement (BAA) and are hereby incorporated by reference. An FVAP online submission mechanism will be in place for data report submission in the future. Until the establishment of this online reporting system, data reports shall be submitted on the template provided.



TRAVIS COUNTY FY 14 GRANT SUMMARY SHEET

Contract #: SF13-A10-27367-01

SAP #: 800295

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 checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	Sheriff	
Contact Person/Title:	Karen Maxwell, Sr. Planner	
Phone Number:	854-7508	

Grant Title:	Vision Summit		
Grant Period:	From: <input type="text" value="1/1/2013"/>	To: <input type="text" value="10/31/2013"/>	
Fund Source:	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Office of the Governor, Criminal Justice Division		
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:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 78,147	\$ 0	\$ 0	\$ 0	\$ 78,147
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 78,147	\$ 0	\$ 0	\$ 0	\$ 78,147
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"/>	MN	
County Attorney	<input checked="" type="checkbox"/>	JC	

lele

Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+ -	Applicable Departmental Measures				
1.					
2.					
3.					
+ -	Measures for the Grant				
1.					
	Outcome Impact Description	Host reentry conference with an anticipated 300 participants			
2.					
	Outcome Impact Description	Engage 25 State and local agencies in participation			
3.					
	Outcome Impact Description	Engage 25 community-based provider organizations in participation			

PBO Recommendation:

The Travis County Sheriff's Office is requesting approval of the ratification of a one month extension of the agreement with the Office of Governor, Criminal Justice Division to provide additional time to receive invoices from the recent Vision Summit to close out the grant. The office worked with the Planning and Budget Office and County Judge's Office to approve the one month extension in the grantor's website with the understanding the item would be brought back for Commissioners Court approval.

The Planning and Budget Office recommends approval of the ratification.

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?

TCSO is hosting the inaugural Vision Summit in an effort to bring correctional officials and community providers together in order to identify and bridge existing gaps in service that weaken an offender's potential for successful reintegration into our communities. This conference will inform participants about best practices and will share lessons learned in the field of reentry.

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

None.

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

No matching funding is required.

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

N/A

5. County Commitment to the Program Upon 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.

N/A

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

The topics and information being provided through this summit will complement existing inmate programs. Travis County Sheriff's Office processed 56,385 releases during FY12 (more than 20,000 from TCCC).

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.

While in custody, it is the obligation of the correctional system incarcerating an individual to provide for basic needs. Upon release, that support is removed, but during the period of incarceration, individuals may have lost some or all of the supports established prior to incarceration. Most providers serving clients in the community are not currently engaged in reentry planning and service within the corrections systems. There is a need to bridge the gap between institutions and community in order to provide better reentry outcomes. Summit planners plan to create an on-going process to continue the collaboration begun during the conference dates, building relationships and lessons learned into a solid foundation for improved service.



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

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


PHYLLIS CLAIR
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

September 24, 2013

MEMORANDUM

To: The Travis County Commissioners Court
From: Karen Maxwell, Senior Planner 
Subject: Grant Extension Request - Vision Summit
Office of the Governor, Criminal Justice Division

On September 10-13, 2013, the Sheriff's Office hosted the inaugural Vision Summit: Looking Towards the Future. This project was supported with a grant from the Office of the Governor, Criminal Justice Division. The grant award was accepted by the Court on August 13, 2013 (Item 9B), and provided state funds in the amount of \$78,147 to supplement participant's registration fees to cover allowable expenses arising from hosting this conference. There is no required match for this grant. The current contract has a grant closing date of September 30, 2013. Generated program income from such things as participant registrations and exhibitors fees are being applied toward the conference costs and reduce the amount of funding received from the State as it is received. Unfortunately not all revenue from summit participants has been received, and is not expected before the end of the grant period. After discussion with the County Auditor's Office, and the Office of the Governor, Criminal Justice Division, the proposed solution to properly account for this additional grant revenue is a one-month extension, moving the grant closing date to October 31, 2013.

At this time we are seeking the Commissioners Court approval to ratify the extension of this award. If you have questions, please don't hesitate to contact me at 854-7508.

Cc: DeDe Bell, County Auditor's Office
Matt Naper County Auditor's Office
Jim Connolly, County Attorney's Office
Travis Gatin, PBO
Danny Smith, TCSO

69

2:08 PM

Agency Name: Travis County Grant App: 0134-001 Start Date: 1/1/2013
 Project Title: Youth Suicide Status: Pending Obligation Certification End Date: 9/30/2013 Fund Source: 99-State Criminal Justice Planning (201) Fund

Current Grant Manager: Heidi Martinez Current Program Manager: Judy Baidet Liquidation Date: 12/29/2013
 CFDA: 16.000

Agency Project Initiative Activity Milestone Budget Documents Child Support/Funding Cert. Adjustment Summary Monitoring My Job My Home

Details Financial Status Report Request/Advance Request Adjustment Source/Status Budget Summary

Financial Status Summary for this Project

This section displays your grant project's financial status to date.

Today's Date: 9/24/2013
Grant Start Date: 1/1/2013
Grant End Date: 9/30/2013
Grant Liquidation Date: 12/29/2013

Current Grant Award Amount: \$78,147.00
Total Expenditures Reported to Date: \$0.00
Total Reimbursement(s) and Advance Payment Request(s) Paid to Date: \$0.00
Maximum Reimbursement Amount Available: \$0.00
Total Unexpended Balance to Date: \$78,147.00

Date This Adjustment Request was Created by Grantee: 9/23/2013 4:06:42 PM
Date This Adjustment Request was Submitted to OOG:
Adjustment Request Status: New Request

Programmatic and Budget Adjustments

Request Authorization for a Grant Official Change or Modify the Project's Identifying Information

Designate a new Grant Official or modify the existing information for the:

Authorized Official (Note: Supporting documentation may need to be submitted to OOG, such as the Resolution.)
 Financial Officer
 Project Director
 Grant Writer

Modify the project's Identifying Information for the:

Applicant Agency Name (Note: Supporting documentation may need to be submitted to OOG, such as the Resolution, Nonprofit Documentation, etc.)
 Project Title
 Project's Official Address
 System for Award Management (SAM) Expiration Date:
 Data Universal Numbering System (DUNS):

Request Authorization for a Change Project Scope or Impact Area

Request a modification to the Project's Scope and / or Impacted Area or other Supporting Programmatic and Fiscal Documentation for the following:

Project Narrative
 Project Activities and / or Performance Measures
 Supporting Documents
 Impacted Target Population or Geographic Area
 Local Capacity (Nonprofit Corporations only)

Request Authorization for a Budget Modification

Budget Adjustments (will not result in an increase or decrease to the OOG grant award amount):

Click here to modify the budget.

Extension, Supplemental / De-obligation, and Other Grant Adjustments

Request Authorization for an Extension of the Grant Period

This section allows grantees to request an extension grant period end date. Request an extension of project's End Date to expend the following:

Existing Funds
 Supplemental Funds
 Spend Down Generated Program Income (GPI)
 Other (specify below under Adjustment Justification)

Enter the Revised End Date:

Request Authorization for a Budget Modification

Budget Supplements:

Modify budget line items that will result in an increase to the Total Project Cost amount

Budget De-obligations:

Modify budget line items that will result in a decrease to the Total Project Cost amount

Apply GPI earned to this budget (might result in decrease to the OOG Funds award amount):

GPI to be applied to this budget is a result of a Court Forfeiture
 GPI to be applied to this budget is a result of Other Sources (e.g., fees interest)

Grant Adjustment Justification

Created Date: 9/23/2013 4:06:42 PM
Adjustment Status: New Request

Enter the Adjustment Justification:

TCSO is still in the process of receiving outstanding registration fees from some of the participants that registered late. A one month extension will allow time to receive anticipated revenue and finalize the accounting on this project.



Travis County Commissioners Court Agenda Request

Meeting Date: 10/8/13

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

sm JB

AGENDA LANGUAGE:

Consider and take appropriate action on the following items for Human Resources Management Department:

Proposed routine personnel amendments.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 4.

If you have any questions or comments, please contact 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

Debbie Maynor, 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

October 8, 2013

ITEM # :

DATE: September 27, 2013

TO: Samuel T. Biscoe, County Judge
Ron Davis, Commissioner, Precinct 1
Bruce Todd, Commissioner, Precinct 2
Gerald Daugherty, Commissioner, Pct. 3
Margaret Gomez, Commissioner, Precinct 4

VIA: Leslie Browder, County Executive, Planning and Budget

FROM: Debbie Maynor, Director, HRMD

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 4.

If you have any questions or comments, please contact Debbie Maynor at 854-9170 or Todd L. Osburn at 854-2744.

LB/DM/TLO

Attachments

cc: Planning and Budget Department
County Auditor
County Auditor-Payroll (Certified copy)
County Clerk (Certified copy)

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	09/26/2013	N/A	N/A	1450 - Facilities Management	30000592 / Building Maintenance Work / 1 - Regular / 02 - Full Time Non-Exempt / GRD11 / 00 / \$26,417.46
New Hire	New Hire	09/24/2013	N/A	N/A	3150 - County Clerk	30006582 / Elections Early Voting Cl / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$10.00
New Hire	New Hire	09/16/2013	N/A	N/A	3150 - County Clerk	30006357 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$14.00
New Hire	New Hire	09/03/2013	N/A	N/A	3150 - County Clerk	30000999 / Court Clerk Asst / 1 - Regular / 02 - Full Time Non-Exempt / GRD11 / 00 / \$29,598.40
New Hire	New Hire	10/07/2013	N/A	N/A	3500 - Sheriff	30002274 / Security Coord / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$30,238.83
New Hire	New Hire	10/07/2013	N/A	N/A	3500 - Sheriff	30002780 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50
New Hire	New Hire	09/30/2013	N/A	N/A	3500 - Sheriff	30002138 / Security Coord / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$30,238.83

2

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Re-Hire	Re-Hire	09/23/2013	N/A	N/A	1850 - Health and Human Sv and Vet Sv	30051551 / Case Worker / 2 - Temporary / 06 - Hourly - No Bnf / GRD16 / 00 / \$18.13
Re-Hire	Re-Hire	09/23/2013	N/A	N/A	3100 - County Attorney	30000756 / Victim Counselor Sr / 1 - Regular / 04 - Part Time Non-Exempt / GRD17 / 00 / \$19,807.53
Mobility	Lateral Transfer	09/16/2013	3150 - County Clerk	30000946 / Business Analyst II / 1 - Regular / 01 - Full Time Exempt / GRD22 / 00 / \$60,836.29	3150 - County Clerk	30000941 / Elections Mgmt Coord / 1 - Regular / 01 - Full Time Exempt / GRD22 / 00 / \$63,638.43
Mobility	Regular to Temporary	10/01/2013	1850 - Health and Human Sv and Vet Sv	30005352 / Interpreter / 1 - Regular / 03 - Part Time Exempt / GRD20 / 00 / \$29,158.32	1850 - Health and Human Sv and Vet Sv	30050852 / Interpreter Sign Language IV / 2 - Temporary / 05 - Hourly - Retmt / GRD22 / 00 / \$34.00
Mobility	Temporary to Regular	09/23/2013	3650 - Juvenile Probation	30004316 / Juvenile Rsdnt Treatment Officer Asst / 2 - Temporary / 05 - Hourly - Retmt / GRD12 / 00 / \$13.59	3650 - Juvenile Probation	30004333 / Juvenile Rsdnt Treatment Officer I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,158.40
Mobility	Second Job	09/09/2013	N/A	N/A	1450 - Facilities Management	30000531 / Building Security Guard / 2 - Temporary / 05 - Hourly - Retmt / GRD09 / 00 / \$11.08

3

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Voluntary Reassignment	09/23/2013	1450 - Facilities Management	30000564 / Building Operations Worker / 2 - Temporary / 05 - Hourly - Retmt / GRD12 / 00 / \$13.59	1450 - Facilities Management	30000561 / Custodian / 2 - Temporary / 05 - Hourly - Retmt / GRD07 / 00 / \$10.00
Mobility	Voluntary Reassignment	09/23/2013	1450 - Facilities Management	30000566 / Building Operations Worker / 2 - Temporary / 05 - Hourly - Retmt / GRD12 / 00 / \$13.59	1450 - Facilities Management	30000565 / Custodian / 2 - Temporary / 05 - Hourly - Retmt / GRD07 / 00 / \$10.00
Salary Change	Salary/Hourly Rate Change	09/16/2013	3150 - County Clerk	30000936 / Elections Coord Spc Project Temp 13 / 4 - Special Project / 02 - Full Time Non-Exempt / GRD16 / 00 / \$37,801.50	3150 - County Clerk	GRD16 / 00 / \$41,801.50

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Bruce Todd, Commissioner, Pct. 2

Gerald Daugherty, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4

4

Page 1 of 1

Project: [faint text]

Date: [faint text]

Table: [faint text]

Project	Task	Start Date	End Date	Duration	Status
[faint]	[faint]	[faint]	[faint]	[faint]	[faint]
[faint]	[faint]	[faint]	[faint]	[faint]	[faint]
[faint]	[faint]	[faint]	[faint]	[faint]	[faint]
[faint]	[faint]	[faint]	[faint]	[faint]	[faint]



Travis County Commissioners Court Agenda Request

Meeting Date: October 8, 2013

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 \$1,277,142.39 for the period of September 20 to September 26, 2013.

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 \$1,277,142.39.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$1,277,142.39

Fiscal Year End Note: The Auditor will process entries in October as necessary to account for the fund on a full accrual basis. A one-time reduction in claims expense of \$6.2 million will be made due to a change in GASB 45 accounting. Stop loss earned but not received by fiscal year end will be credited to health claims; HRMD is aware of at least \$600,000 in stop loss reimbursements to be received soon. The fund's allocated reserve budget is \$18,562,124.

REQUIRED AUTHORIZATIONS:

John Rabb, 854-2742

Jessica Rio, 854-9106

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.

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: October 8, 2013

TO: Members of the Travis County Commissioners Court

FROM: John Rabb, Benefits Manager

COUNTY DEPT. Human Resources Management Department (HRMD)

DESCRIPTION: United Health Care (UHC) (The Third Party Administrator for Travis County's Hospital and Self Insurance Fund) has requested reimbursement for health care claims paid on behalf of Travis County employees and their dependents.

PERIOD OF PAYMENTS MADE: September 20, 2013 to September 26, 2013

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$1,277,142.39

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 \$1,277,142.39.

Please see the attached reports for supporting detail information.

**TRAVIS COUNTY
HOSPITAL AND INSURANCE FUND
SUPPORTING DETAIL FOR THE
WEEKLY REIMBURSEMENT REQUEST TO
COMMISSIONERS COURT
FOR THE PAYMENT PERIOD
SEPTEMBER 20, 2013 TO SEPTEMBER 26, 2013**

- 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: October 8, 2013
 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: September 20, 2013
 TO: September 26, 2013

REIMBURSEMENT REQUESTED: \$ 1,277,142.39

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 2,815,736.83
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: Oct 01, 2013	\$ (1,538,264.19)
Misc Adj	\$ (330.25)
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 1,277,142.39
TRANSFER OF FUNDS REQUESTED:	\$ 1,277,142.39

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

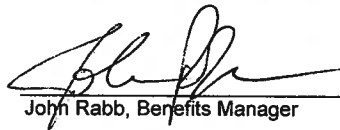
All claims over \$25,000 (1 this week totaling \$27,276.21) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

Fifteen percent (15%) of all claims under \$25,000 (\$188,711.72) 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; claims expenses are credited in the fiscal year reimbursed. Cumulative fiscal year stop loss reimbursements from Sun Life total \$1,790,598.40.

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.

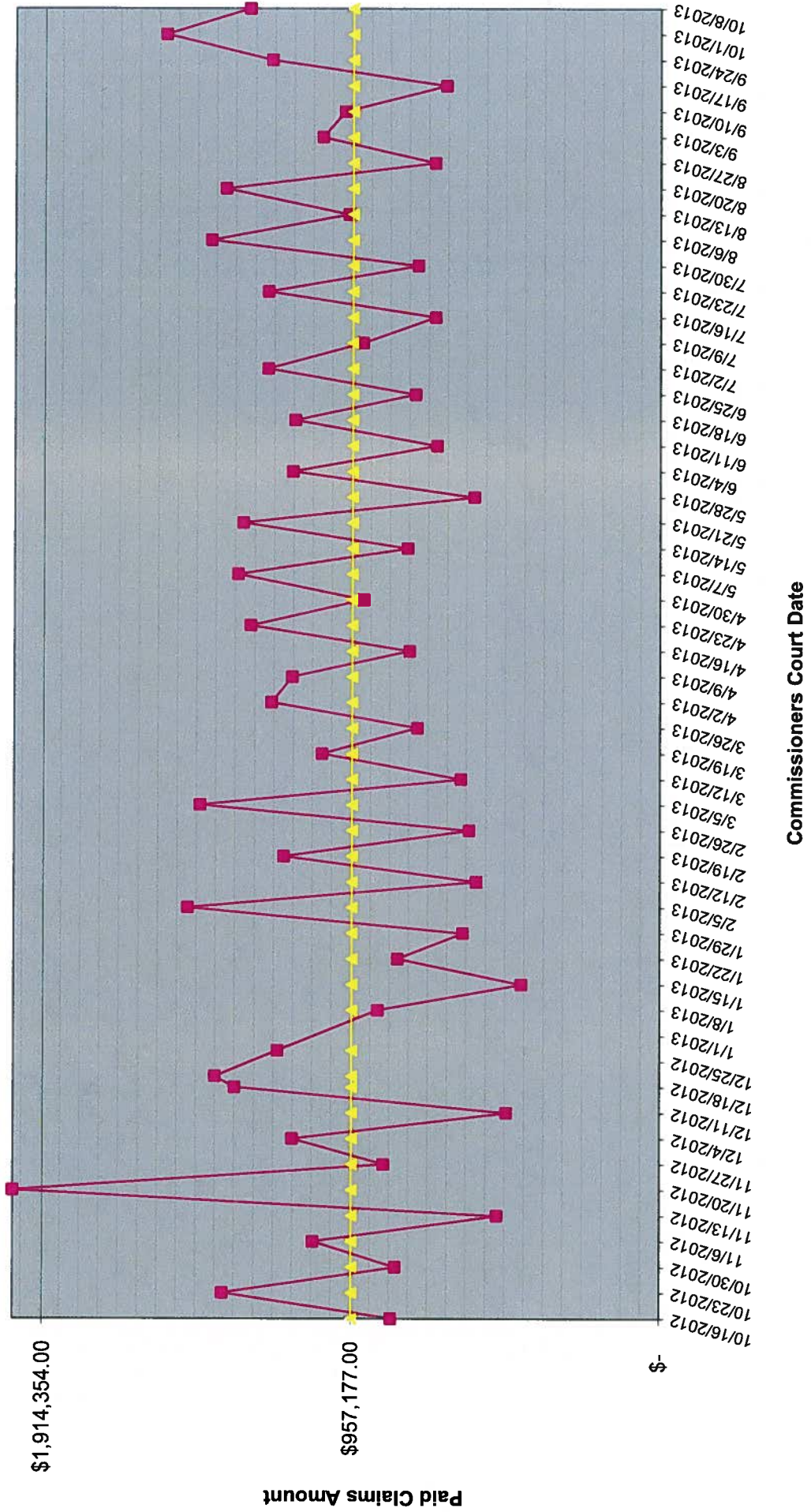

 John Rabb, Benefits Manager Date 10/1/13

not available
 Shannon Steele, Benefits Administrator Date


 Norman McRee, Financial Analyst Date 10/1/13

** 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



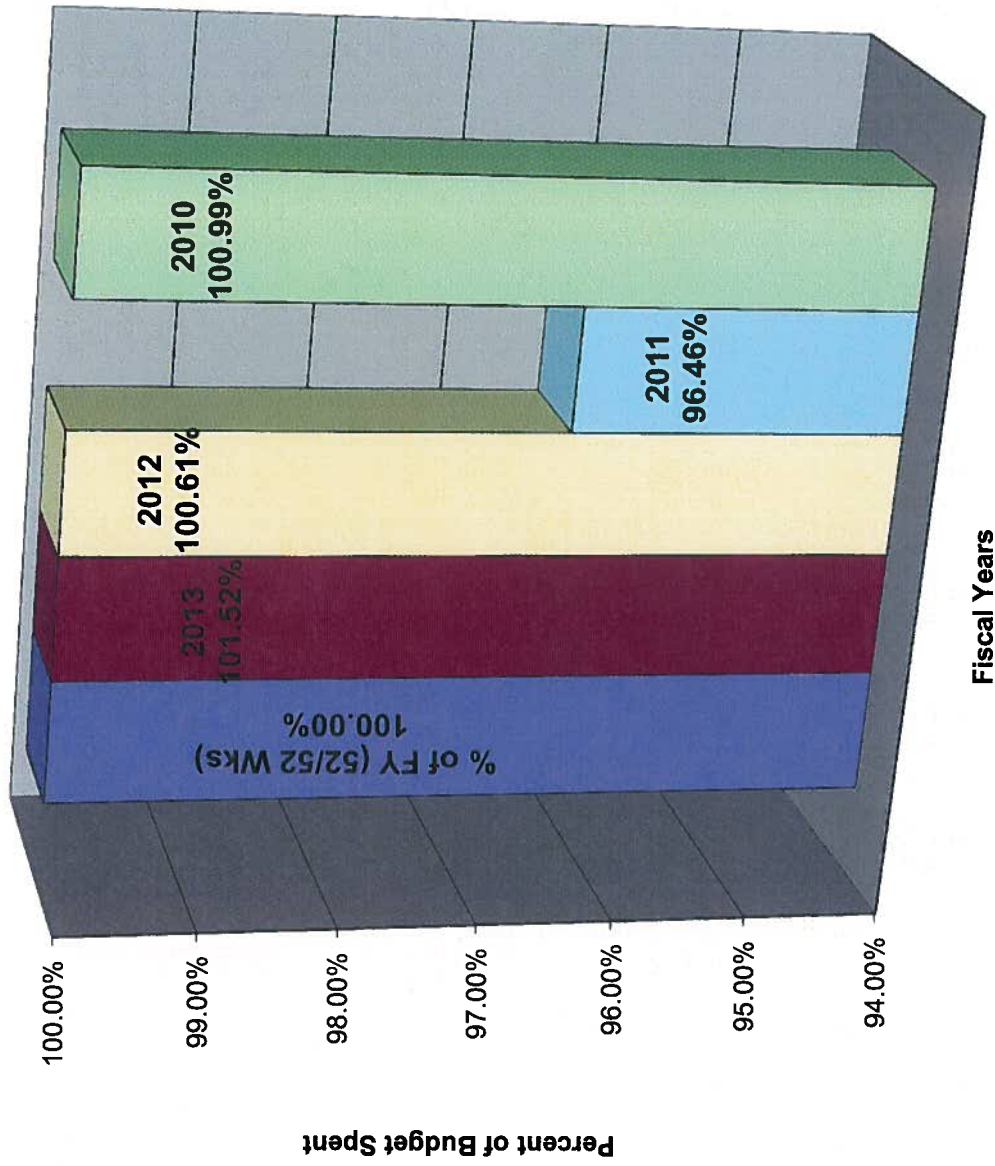
**Travis County Employee Benefit Plan
FY13 Weekly Paid Claims VS Weekly Budgeted Amount**

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%
9	11/23/2012	11/29/2012	12/11/2012	\$ 474,802.74	\$ 957,177.23	2	\$ 98,896.45	18.21%	14.57%
10	11/30/2012	12/6/2012	12/18/2012	\$ 1,319,676.15	\$ 957,177.23	4	\$ 142,853.98	20.87%	17.30%
11	12/7/2012	12/13/2012	12/21/2012	\$ 1,380,972.18	\$ 957,177.23	8	\$ 726,479.65	23.64%	18.57%
12	12/14/2012	12/20/2012	12/28/2012	\$ 1,187,151.92	\$ 957,177.23	3	\$ 148,596.86	26.03%	20.69%
13	12/21/2012	12/27/2012	1/8/2013	\$ 875,593.97	\$ 957,177.23	5	\$ 262,457.31	27.79%	21.80%
14	12/28/2012	1/3/2013	1/15/2013	\$ 428,312.76	\$ 957,177.23	2	\$ 58,763.15	28.65%	22.93%
15	1/4/2013	1/10/2013	1/22/2013	\$ 814,824.53	\$ 957,177.23	0	\$ -	30.28%	25.13%
16	1/11/2013	1/17/2013	1/29/2013	\$ 610,955.41	\$ 957,177.23	1	\$ 41,841.23	31.51%	26.89%
17	1/18/2013	1/24/2013	2/5/2013	\$ 1,466,572.26	\$ 957,177.23	4	\$ 192,975.28	34.46%	28.96%
18	1/25/2013	1/31/2013	2/12/2013	\$ 569,238.61	\$ 957,177.23	2	\$ 75,547.81	35.60%	30.05%
19	2/1/2013	2/7/2013	2/19/2013	\$ 1,169,082.60	\$ 957,177.23	1	\$ 25,851.04	37.95%	31.86%
20	2/8/2013	2/14/2013	2/26/2013	\$ 592,192.07	\$ 957,177.23	2	\$ 72,001.13	39.14%	34.26%
21	2/15/2013	2/21/2013	3/5/2013	\$ 1,429,268.44	\$ 957,177.23	3	\$ 250,943.12	42.01%	36.83%
22	2/22/2013	2/28/2013	3/12/2013	\$ 617,670.76	\$ 957,177.23	1	\$ 30,476.50	43.25%	38.55%
23	3/1/2013	3/7/2013	3/19/2013	\$ 1,051,038.00	\$ 957,177.23	2	\$ 61,077.22	45.36%	41.36%
24	3/8/2013	3/14/2013	3/26/2013	\$ 754,131.33	\$ 957,177.23	3	\$ 93,494.47	46.88%	42.83%
25	3/15/2013	3/21/2013	4/2/2013	\$ 1,207,753.63	\$ 957,177.23	5	\$ 187,944.03	49.30%	44.44%
26	3/22/2013	3/28/2013	4/9/2013	\$ 1,143,736.22	\$ 957,177.23	5	\$ 386,145.74	51.60%	46.79%
27	3/29/2013	4/4/2013	4/16/2013	\$ 778,673.30	\$ 957,177.23	2	\$ 67,438.64	53.17%	48.19%
28	4/5/2013	4/11/2013	4/23/2013	\$ 1,272,288.67	\$ 957,177.23	4	\$ 185,102.83	55.72%	51.21%
29	4/12/2013	4/18/2013	4/30/2013	\$ 922,180.96	\$ 957,177.23	5	\$ 196,051.28	57.58%	52.36%
30	4/19/2013	4/25/2013	5/7/2013	\$ 1,312,317.73	\$ 957,177.23	4	\$ 129,379.59	60.21%	54.89%
31	4/26/2013	5/2/2013	5/14/2013	\$ 784,494.28	\$ 957,177.23	3	\$ 145,311.14	61.79%	56.65%
32	5/3/2013	5/9/2013	5/21/2013	\$ 1,296,101.07	\$ 957,177.23	1	\$ 104,387.56	64.39%	59.66%
33	5/10/2013	5/16/2013	5/28/2013	\$ 577,392.71	\$ 957,177.23	2	\$ 59,637.50	65.55%	60.97%
34	5/17/2013	5/23/2013	6/4/2013	\$ 1,142,923.03	\$ 957,177.23	1	\$ 47,354.94	67.85%	63.30%
35	5/24/2013	5/30/2013	6/11/2013	\$ 694,579.02	\$ 957,177.23	4	\$ 162,787.84	69.24%	65.14%
36	5/31/2013	6/6/2013	6/18/2013	\$ 1,135,706.60	\$ 957,177.23	3	\$ 160,473.28	71.53%	67.72%
37	6/7/2013	6/13/2013	6/25/2013	\$ 761,015.51	\$ 957,177.23	2	\$ 100,699.54	73.06%	68.76%
38	6/14/2013	6/20/2013	7/2/2013	\$ 1,220,304.06	\$ 957,177.23	4	\$ 138,287.70	75.51%	71.38%
39	6/21/2013	6/27/2013	7/9/2013	\$ 925,240.50	\$ 957,177.23	5	\$ 188,764.35	73.77%	73.07%
40	6/28/2013	7/4/2013	7/16/2013	\$ 698,621.50	\$ 957,177.23	2	\$ 113,774.05	75.17%	74.58%
41	7/5/2013	7/11/2013	7/23/2013	\$ 1,219,443.82	\$ 957,177.23	3	\$ 160,558.84	77.62%	77.11%
42	7/12/2013	7/18/2013	7/30/2013	\$ 753,137.07	\$ 957,177.23	3	\$ 150,618.25	79.14%	78.80%
43	7/19/2013	7/25/2013	8/6/2013	\$ 1,396,563.87	\$ 957,177.23	2	\$ 152,912.69	81.94%	80.77%
44	7/26/2013	8/1/2013	8/13/2013	\$ 970,250.15	\$ 957,177.23	6	\$ 272,294.91	83.89%	82.04%
45	8/2/2013	8/8/2013	8/20/2013	\$ 1,350,843.12	\$ 957,177.23	4	\$ 237,352.49	86.60%	85.14%
46	8/9/2013	8/15/2013	8/27/2013	\$ 700,311.64	\$ 957,177.23	1	\$ 26,622.00	88.01%	86.73%
47	8/16/2013	8/22/2013	9/3/2013	\$ 1,051,311.47	\$ 957,177.23	1	\$ 42,947.50	90.12%	88.50%
48	8/23/2013	8/29/2013	9/10/2013	\$ 981,591.15	\$ 957,177.23	3	\$ 253,271.00	92.10%	90.58%
49	8/30/2013	9/5/2013	9/17/2013	\$ 665,714.91	\$ 957,177.23	1	\$ 63,577.83	93.43%	91.93%
50	9/6/2013	9/12/2013	9/24/2013	\$ 1,208,039.76	\$ 957,177.23	1	\$ 48,425.97	95.86%	94.75%
51	9/13/2013	9/19/2013	10/1/2013	\$ 1,538,264.19	\$ 957,177.23	7	\$ 803,593.72	98.95%	98.22%
52	9/20/2013	9/26/2013	10/8/2013	\$ 1,277,142.39	\$ 957,177.23	1	\$ 27,276.21	101.52%	100.61%

Claims (net) & Budget to Date	\$ 50,528,164.50	\$ 49,773,216.00	stop loss	\$ (1,790,598.40)
Gross Paid Claims over (under) Original Budget		\$ 754,948.50		

note: Not predictive of impact on reserve, intended to show relationship of weekly claims cost to weekly budget.

Comparison of Claims to FY Budgets Week 52



Norman Mcree

From: SIFSAX@UHC.COM
Sent: Friday, September 27, 2013 12:34 AM
To: Norman Mcree
Subject: UHG FUNDING NOTIFICATION

TO: NORMAN MCREE **FROM:** UNITEDHEALTH GROUP
FAX NUMBER: (512) 854-3128 **AB5**
PHONE: (512) 854-3828

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2013-09-27 **REQUEST AMOUNT:** \$2,815,736.83

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: 2013-09-26	\$83,204.24-
- REQUIRED BALANCE TO BE MAINTAINED:	\$2,668,041.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	<u>\$2,751,245.24</u>
+ CURRENT DAY NET CHARGE:	\$64,491.59
+ ISSUED CREDIT AMOUNT:	\$00.00
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	<u>\$2,815,736.83</u>

ACTIVITY FOR WORK DAY: 2013-09-20

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$61,015.30	\$00.00	\$61,015.30
TOTAL:	\$61,015.30	\$00.00	\$61,015.30

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2013 09 26

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	\$(304.43)	A1	3619192	AA	2	9/17/2013	200	9/24/2013	9/26/2013
701254	632	632	\$(336.76)	A1	3613104	AA	2	9/17/2013	200	9/24/2013	9/26/2013
701254	632	632	\$(342.92)	A1	3663539	AA	2	9/17/2013	200	9/24/2013	9/26/2013
701254	632	632	\$(384.77)	A1	3628363	AA	2	9/17/2013	200	9/24/2013	9/26/2013
701254	632	632	\$(391.30)	QG	81697731	AA	3	9/18/2013	50	9/24/2013	9/26/2013
701254	632	632	\$(447.72)	A1	3642624	AA	2	9/17/2013	200	9/24/2013	9/26/2013
701254	632	632	\$(461.33)	A1	3677711	AA	2	9/17/2013	200	9/24/2013	9/26/2013
701254	632	632	\$(489.04)	A1	3633756	AA	2	9/17/2013	200	9/24/2013	9/26/2013
701254	632	632	\$(501.27)	A1	3623690	AA	2	9/17/2013	200	9/24/2013	9/26/2013
701254	632	632	\$(506.15)	A1	3662383	AA	2	9/17/2013	200	9/24/2013	9/26/2013
701254	632	632	\$(555.02)	A1	3640602	AA	2	9/17/2013	200	9/24/2013	9/26/2013
701254	632	632	\$(687.99)	A1	3661416	AA	2	9/17/2013	200	9/24/2013	9/26/2013
701254	632	632	\$(694.48)	A1	3660198	AA	2	9/17/2013	200	9/24/2013	9/26/2013
701254	632	632	\$(736.01)		26	358618 AH	5	9/19/2013	50	9/24/2013	9/26/2013
701254	632	632	\$(739.04)	A1	3640613	AA	2	9/17/2013	200	9/24/2013	9/26/2013
701254	632	632	\$(1,344.14)	A1	3640604	AA	2	9/17/2013	200	9/24/2013	9/26/2013
701254	632	632	\$(1,500.00)		26	358768 AH	1	9/19/2013	50	9/24/2013	9/26/2013
701254	632	632	\$(1,601.35)	A1	3640599	AA	2	9/17/2013	200	9/24/2013	9/26/2013
701254	632	632	\$(1,623.00)		26	358777 AH	16	9/19/2013	50	9/24/2013	9/26/2013

1,277,142.39

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 09/26/2013

<i>CONTR_#</i>	<i>TRANS_AMT</i>	<i>SRS</i>	<i>CHK_#</i>	<i>GRP</i>	<i>ACCT#</i>	<i>CLAIM</i>	<i>ISS_DATE</i>	<i>TRANS_CODE</i>	<i>TRANS_DATE</i>
----------------	------------------	------------	--------------	------------	--------------	--------------	-----------------	-------------------	-------------------

Total: \$0.00

EP

Travis County - Employee Health Benefits Fund (8956)**Journal Entry for the Reimbursement to United Health Care**

For the payment week ending: 09/26/2013

Type	EE/RR	Cost Center	G/L Account	Transaction Amount
CEPO	EE	1110068956	516010	\$ 151,466.50
	RR	1110068956	516110	\$ 46,972.03
			Total CEPO	\$ 198,438.53
EPO	EE	1110068956	516030	\$ 282,262.32
	RR	1110068956	516130	\$ 54,145.48
			Total EPO	\$ 336,407.80
PPO	EE	1110068956	516020	\$ 671,086.60
	RR	1110068956	516120	\$ 71,209.46
			Total PPO	\$ 742,296.06
			Grand Total	\$ 1,277,142.39



Travis County Commissioners Court Agenda Request

Meeting Date: 10/8/2013

Prepared By/Phone Number: Donna Stirman 854-9165 *aps*

Elected/Appointed Official/Dept. Head: Debbie Maynor, 854-9170 *DM*

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on annual Brown Santa 5K, Kid's K and Decker Challenge, Sunday December 8, 2013.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: The Wellness Committee and the Brown Santa 5K Race Committee request the same approvals granted by the Commissioners Court and the County Corporations that have been approved for the last nine years. Details are described in the attached memorandum.

STAFF RECOMMENDATIONS: Staff recommends approval of the eight motions listed in the attached memorandum.

ISSUES AND OPPORTUNITIES: Details are described in the attached memorandum.

FISCAL IMPACT AND SOURCE OF FUNDING: Funding from the Travis County Health Facilities Development Corporation has been earmarked to support the activities of the Wellness Committee. The Wellness Committee requests \$2,008.00 in Corporation funds to pay the hard costs associated with the Wellness Fair. Approval of this payment is being agendized separately as a Corporation agenda item. This amount is made up of the following:

- \$900.00 for rental of the Banquet Hall
- \$500.00 for ground rental
- \$408.00 for table/chair rental
- \$200.00 for Banquet Hall clean-up

The Race Committee requests that a \$1,000 contingency earmark be approved against the Wellness Budget (Corporation funds) in case sponsor

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.

donations fall short of the amount needed to provide tee shirts and awards for participants in the Dec. 8th events.

REQUIRED AUTHORIZATIONS: County Attorney (John Hille) and County Corporations (Andrea Shields)


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

WELLNESS



COMMITTEE

TO: Members of the Commissioners Court
Directors of the Travis County Health Facilities Development Corporation

FROM: Donna Stirman 
Chair, Race Committee

SUBJECT: **Travis County Wellness Fair
Brown Santa Benefit 5K Run/Walk & Kids K, Decker Challenge
Half Marathon**

Proposed Motions:

1. Approve a Wellness Fair to be held at the Travis County Exposition Center Banquet Hall on Sunday, December 8 , 2013 at discounted rental rates
2. Approve payment of up to \$3,008.00 from the Wellness Budget in the Travis County Health Facilities Development Corporation to include payment to the Exposition Center to cover costs associated with the Wellness Fair on December 8, 2013, and related purposes
3. Authorize the Wellness Committee to solicit vendors and sponsors to participate in the Wellness Fair
4. Approve printing up to 5,000 registration forms, flyers, sponsor packets, and other information to promote participation in the Wellness Fair and Brown Santa 5K & Kids K
5. Approve hanging banners in front of County buildings announcing the Wellness Fair at the Expo Center
6. Approve airing public service announcement on TCTV-17
7. Approve sponsoring children from local elementary schools who are served by Communities In Schools
8. Encourage Travis County departments and employees to participate in the 5K Walk/Run either by entering the event or volunteering to assist in conducting the race activities

5K Footrace and Banners:

The Travis County Wellness Committee seeks Commissioners Court authorization to host the 10th Annual Wellness Fair at the Travis County Exposition Center on Sunday, December 8, 2013. This event will again be held in conjunction with the Decker Challenge Half Marathon and the Brown Santa 5K Run/Walk & Kids K. This Wellness Fair is to encourage and foster physical activity, health and wellness in Travis County employees and their families, as well as residents of Travis County.

The Wellness Committee requests that banners be hung in front of the Granger Building, Travis County Tax Office and Del Valle Correctional Complex starting on Monday, October 28th through Friday, December 6th, 2013. These banners will be provided by Brown Santa. If additional banners can be procured, the Committee will hang them in front of more buildings.

Background and History of this Event:

For the past nine years, the Commissioners Court have authorized the Travis County Wellness Committee to host a Wellness Fair at the Travis County Exposition Center in conjunction with the Decker Challenge Half Marathon and the annual Brown Santa 5K Run/Walk & Kids K.

Travis County is partnering again with the Austin Runners Club Decker Challenge Half Marathon to host this event. Through this partnership, there is the expectation that participation in both events will be increased. The Wellness Committee hopes that participants in these races will browse the Wellness Fair exhibits. The Austin Runners Club is providing consultation and guidance in hosting the Brown Santa 5K Run/Walk & Kids K, and sharing costs for the event.

Most other costs associated with the Brown Santa 5K Run/Walk & Kids K will be paid through other sources, including the Brown Santa organization, the Decker Challenge organization, or through the help of sponsors.

Project Brown Santa is a community service of the Travis County Sheriff's Office and the many sponsors and volunteers who make it happen each year. The Brown Santa Program helps over 1,000 underprivileged families in rural Travis County and residents of a local retirement center. New toys and stuffed animals are donated and passed along to thousands of children in need. Brown Santa also accepts non-perishable food items that later become holiday meals for families during the Christmas Season. The BS5K was the single largest source of funds for the Brown Santa program last year.

Required Authorizations:

County Attorney: John Hille
County Corporations: Andrea Shields

cc: Roger El Houry



Travis County Commissioners Court Agenda Request

Meeting Date: October 8, 2013

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

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Consider and take appropriate action on an Interlocal Cooperation Agreement between Travis County and the City of Austin Neighborhood Housing and Community Development Department for Joint Housing Market Study.

- **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.
- A Joint Housing Market Study will examine the Travis County housing market, specifically looking at quality and volume of current housing, economic conditions, future housing demand and cost for Travis County as a whole, as well as for submarkets and individual census tracts. Additionally, this Joint Housing Market Study will help facilitate coordinated planning efforts between Travis County HHS/VS Community Development Block Grant Office (CDBG) and the City of Austin Neighborhood Housing and Community Development Office (NHCD) to ensure the same set of information is used to make affordable housing planning decisions. This will be the first time Travis County will have a comprehensive and detailed picture of housing throughout the County.
- In July 2013, a RFP process was issued by NHCD, where CDBG collaborated with NHCD for the development of the scope of service, as well as, was a part of the evaluation committee of potential consultants and the selection of the final consultant. It is anticipated that a contract for the study will be executed October 17, 2013, and the study will be completed in the late spring of 2014. Travis County will contribute up to

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

\$50,000.00 for the study components addressing areas outside the City limits of Austin.

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

- **Contract-Related Information:**

Award Amount: \$50,000.00

Contract Type: Interlocal

Contract Period: 10/8/13 – 9/30/14

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

Modification Amount:

Modification Type:

Modification Period:

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

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

- **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments: N/A

- **Funding Information:**

Shopping Cart/Funds Reservation in SAP: 300000300

Fund Center(s): 1580060001


Comments:



**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 HHS/VS
(512) 854-4100
Fax (512) 279-1608

MEMORANDUM

Date: September 23, 2013
To: Cyd V. Grimes, C.P.M., Purchasing Agent
From: 
Sherri E. Fleming, County Executive for
Health and Human Services and Veterans Service
Subject: Request for Interlocal Agreement between Travis County HHS/VS CDBG with
the City of Austin Neighborhood Housing and Community Development
Department for a Joint Housing Market Study

On February, 15, 2013, the Department requested the execution of an Interlocal Agreement (ILA) between Travis County HHS/VS Community Development Block Grant (CDBG) Office and the City of Austin Neighborhood Housing and Community Development (NHCD) Office for the purchase of a Joint Housing Market Study. A final draft was negotiated with the appropriate legal staff, and prior to the Department sending it back to Purchasing to request final execution, NHCD staff had it signed. Please find attached the City of Austin signed interlocals for final execution.

Project Description and Background:

NHCD, with collaboration from CDBG, will procure consulting services through an RFP process to perform the study, which will examine the Travis County housing market, specifically looking at quality and volume of current housing stock, economic conditions, future housing demand and cost for the County as a whole as well as for submarkets and individual census tracts. Furthermore, the study will meet all of the requirements for the Housing Market Study for both jurisdictions' next 5 year Consolidated Plan. The City's consultant contract is expected to execute on October 17, 2013.

Both NHCD and CDBG are entitlement jurisdictions receiving funds from the U.S. Department of Housing and Urban Development (HUD) which requires the completion of a Consolidated Plan every three, five or six years. The City of Austin has been receiving CDBG dollars since the 1970s, but Travis County began receiving funds in 2006. For the last six years, the NHCD and

HHS/VS have discussed collaborating where possible on studies needed to meet grant requirements, but the City and the County were on different Consolidated Plan cycles. On January 19, 2010, the Travis County Commissioners Court approved a change in the planning timeline for its second CDBG Consolidated Plan. The Plan covers three years instead of five to align with NHCD planning timelines in order to accommodate joint studies beginning with the Program Year 2014-2018 Consolidated Plan.

Issues and Opportunities:

A joint study helps facilitate coordinated planning efforts between CDBG and NHCD, ensuring that both bodies are using the same set of information to make affordable housing planning decisions. Community agencies and other TCHHS/VS partners are in support of a joint study as well, as it will be the first time Travis County will have a comprehensive and detailed picture of housing throughout the County. Both jurisdictions are required to include a Housing Market Study as part of each Consolidated Plan. While the Joint Housing Market Study will meet all federal requirements for CDBG recipients, the study to be completed as a result of this ILA, is more comprehensive than what is required and will provide detailed information regarding what kinds of development and re-development are needed in Travis County.

The study went out for bid in July 2013, resulting in work anticipated to begin in October 2013, and completed in late spring of 2014. The next City/County Consolidated Plan is due August 15, 2014. Travis County will contribute up to \$50,000 in one time General Fund dollars toward the study. Travis County HHS/VS CDBG will pay for the study components addressing areas outside the City limits of Austin.

CDBG collaborated with NHCD to develop the scope of services for the study prior to execution of the RFP, to evaluate potential consultants and select the final consultant. CDBG staff will participate in the review, edit and approve the final study. The scope of work includes two visits to Commissioners Court to present the draft and final reports as well as additional meetings with City Council, stakeholder groups, etc.

Should the Commissioners Court decide not to execute the ILA; the NHCD will amend their contract with the Consultant to remove the components outside the City of Austin.

Budget:

Funds Reservation:	300000300
Fund Center:	1580060001
Amount:	\$50,000
Recommended Product Category:	Y81121500

I am requesting a Court date of October 8, 2013 to allow the City to remain on track for an anticipated October 17, 2013 approval date of the consultant contract. If you have questions or need further information, please call Christy Moffett at 512.854.3460.

CC: Mary Etta Gerhardt, County Attorney's Office
Aerin Toussaint, Planning and Budget Office
Marvin Brice, Purchasing
Christy Moffett, Health & Human Services
Kathleen Haas, Health & Human Services
Kendra Tolliver, Health & Human Services

Funds Reservation 300000300

General Data			
Document type	NE	Document type	030
Company code	1000	Document date	09/21/2012
FM area	1000	Posting date	09/21/2012
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	TOLLIVK	Created on	09/21/2012
Last changed by		Last changed	
More Data			
Text	to cover the Joint Housing market study w/COA		
Reference			
Overall Amount	50,000.00 USD		

Document item 001			
Text	to cover the joint housing market study w/COA		
Commitment item	511010	Funds center	1580060001
Fund	0001	G/L account	511010
Cost center	1580060001	Due on	
Vendor		Customer	
Amount	50,000.00 USD		

DRAFT

INTERLOCAL COOPERATION AGREEMENT
BETWEEN TRAVIS COUNTY AND THE CITY OF AUSTIN
FOR THE PROCUREMENT OF CONSULTING SERVICES RELATED TO
A HOUSING MARKET STUDY FOR TRAVIS COUNTY/CITY OF AUSTIN

This Interlocal Agreement ("Agreement") is entered into by the following parties: Travis County, a political subdivision of the State of Texas ("County"), and the City of Austin, a municipal corporation and political subdivision of the state of Texas ("City").

RECITALS

County and City have the authority to enter into an Interlocal Cooperation Agreement through Texas Constitution, Article 3, Sec. 64, and "The Interlocal Cooperation Act," Texas Government Code, Chapter 791.

County and City desire to facilitate the procurement of consulting services needed to perform a Housing Market Study ("Study") for Travis County and the City of Austin.

County and City desire to combine their purchasing efforts in order to achieve greater efficiency and cost-savings to both entities; to minimize duplication and maximize efficiency by coordinating their efforts; and to eliminate multiple government solicitations and reduce related expenses.

County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOV'T. CODE, Sec. 81.028, and other statutes) and to provide for public health, education and information services (Texas Health and Safety Code Chapters 121 and 122, and other statutes); and desires to further those service through the information to be collected under the Study, thus achieving a public purpose.

City has the authority to enter into this Agreement pursuant to its home-rule authority under Section 5, Article 11 of the Texas Constitution and Section 5, Article IX of the City Charter.

In consideration of the agreements, covenants and payments set forth in this Agreement, the sufficiency of which are acknowledged, County and City mutually agree to the following terms and conditions.

AGREEMENT

1.0 DEFINITIONS. In this Agreement,

1.01 "Agreement Term" means the Initial Term and/or any subsequent Renewal Term(s) or other period of time designated in writing as an Agreement Term by the Parties.

1.02 "Bid Specifications" means the documents prepared by the City to solicit consultant(s) from whom to purchase services under this Agreement.

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

1.04 "City Department" means the City of Austin's Neighborhood Housing and Community Development Office.

1.05 "City Manager" means the City Manager of the City of Austin.

1.06 "City Purchasing Officer" means Byron E. Johnson, C.P.M., or his successor or designee, the City entity performing purchasing functions for the City of Austin under this Agreement.

1.07 "Commissioners Court" means the Commissioners Court of Travis County.

1.08 "Consultant" means the individual/company providing goods or services related to the Study under a contract entered into pursuant to this Agreement.

1.09 "County Executive" means Sherri Fleming, County Executive for Travis County Health, Human Services and Veterans Services.

1.10 "County Purchasing Agent" means Cyd Grimes, the Travis County Purchasing Agent, or her successor or designee, who performs purchasing services for Travis County.

1.11 "Days" means calendar day(s) unless otherwise specifically noted in any individual provision.

1.12 "Fiscal Year" means that time period which begins October 1 and ends on the next following September 30.

1.13 "TCHHSVS" means the Travis County Health, Human Services and Veterans Services Department.

1.14 "Travis County Auditor" means Nicki Riley, Travis County Auditor, or her successor in office or designated representative.

2.0 TERM

2.01 **Initial Agreement Term.** This Agreement shall continue in full force for the Initial Agreement Term which will commence when executed by both Parties, and terminate on September 30, 2014, unless sooner terminated pursuant to this Agreement.

2.02 **Renewal Term(s).** Upon approval by the City Council of the City Department budget and by the Commissioners Court of the TCHHSVS budget, this Agreement may be renewed in writing by the Parties on October 1, 2014, for an additional one year period. The terms and conditions of any renewal will remain the same as those in the previous term unless and until amended in writing pursuant to the terms of this Agreement.

3.0 ADMINISTRATION AND SUPPORT

3.01 **City Administration.** City herein designates the City Department as the department responsible for the City's administration of this Agreement and all matters pertaining to this Agreement.

3.02 **County Administration.** County herein designates TCHHSVS as the department responsible for the County's administration of this Agreement and all matters pertaining to this Agreement. It is acknowledged that no officer, agent, employee or representative of County has the authority to change the terms of this Agreement unless expressly granted that authority by the Commissioners Court.

3.03 **Issuance of Solicitation.** The Parties agree that the City will be the Party actually issuing the solicitation and entering into the contract for the Study. The City's procurement policies and procedures will apply to this procurement.

3.04 **Insurance.** The Parties acknowledge and agree that each Party is self-insured and will maintain such coverage at a level sufficient to cover the needs of City and County, respectively, pursuant to applicable generally accepted business standards. Each Party shall require all subcontractors providing

services under this Agreement to have insurance coverage sufficient to cover the needs of the Parties and/or subcontractor pursuant to applicable generally accepted business standards.

4.0 SCOPE OF AGREEMENT

4.01 **Purpose.** City and County agree to work cooperatively to develop the terms of a mutually agreed to RFQ which will be released and processed by the City to procure consulting services necessary to perform the Study described in this Agreement in order to achieve cost savings and efficiencies by eliminating multiple government solicitations and reducing administrative and overhead costs of both suppliers an City and County. The Parties agree that the Study will provide information necessary for both Parties to better provide the services and activities which that entity is authorized to provide. The study will look at the Housing Market in Travis County, will meet all Community Development Block Grant Program ("CDBG") Consolidated Plan requirements, and will contain information including, but not limited to, rental and owner housing stock, demand, gaps and need at a variety of income levels.

4.02 **Applicable Law.** All procurement under this Agreement shall be conducted in accordance with all applicable statutes, ordinances, rules and regulations and policies that govern the City's procurement practices.

4.03 Solicitation.

4.03.1 **Coordination.** Representatives from TCHHSVS, City Department, City Purchasing Office and County Purchasing Agent will coordinate all procurement efforts under this Agreement.

4.03.2 **Notice.** City shall provide County with notice of the initiation of the procurement process with sufficient time for County to respond with input as to the particular procurement.

4.03.3 Information.

(a) **Opportunity to Provide Information.** Upon reasonable request by a party to this Agreement, and subject to convenience, each Party shall have the opportunity to make available and provide information and requirements relating to the procurement which is the subject of this Agreement to the other party upon notice that such procurement has been initiated.

(b) **Review.** Each Party shall have the opportunity to review and comment on any procurement documents, including the Scope of Work, prior to release. No bid document shall be released until both Parties have approved the content. County will be given the opportunity to review and approve the final document, including all attachments, prior to release, to ensure that all provisions required by County have been included.

(c) **Opt Out.** Either Party will have the ability to opt out of any bid procedure by written notice to the other Party at any time during the procurement procedure as long as such notice is given prior to the award of the contract to the Consultant ("Contract"). IF County decides to opt out of the procedure prior to the award of the Contract, County will not be liable for any payment to City under this Agreement. If City decides to opt out of the procedure prior to the award of the Contract, this Agreement will be terminated and County will not be liable for any payment to City.

4.03.4 **Issuance Procedure.** The City shall coordinate all procurement processes through City's Purchasing Office, including the posting of advertisements and receiving of all responses. Copies of any advertisements and other related documents shall be provided to County in a timely manner.

4.03.5 Review of Response(s). City shall provide opportunity for County to have input concerning responses to the procurement issuance and final award of contract(s) as a result of that procurement process. County staff will participate on the evaluation committee to determine the Consultant selected and in the negotiations of the final contract. No contract will be awarded under this Agreement until the City and County have agreed on the Consultant to be awarded the contract and the terms of that contract.

4.03.6 Materials and Publications. The Parties agree that any publications or other materials produced pursuant to this Agreement and the resulting Study will be jointly owned by City and County. City, County and the Consultant will comply with the applicable standard patent rights clauses in 37 Code of Federal Regulations, Section 401.13 or Federal Acquisition Regulations, Section 52.227.1. All reports, charts, schedules, or other materials submitted by Consultant under the terms of this Agreement, and all work performed under this Agreement shall be the property of the City and County. Either Party may publish the results of this Agreement performance at their own expense. Any publication or other use shall include acknowledgement of any support received from the other Party and the appropriate reference to any copyright. Subject to rights of third parties and compliance with confidentiality or privacy laws, each Party hereby grants the other Party an irrevocable, non-exclusive, non-transferable and royalty-free license to use, reproduce, publish, revise and make disposition of, prepare derivative works from, distribute to the public, to perform and display publicly, for or on behalf of that Party according to law, any material (including software) that may be developed as part of the work under this Agreement, provided that it is an original work of authorship under the U. S. Copyright Act.

4.04 Study Costs and Payment.

4.04.1 Joint Costs. City and County agree to share the costs for the Study's Consultant fees as stated more particularly below. Each party will make payments of those costs from current revenues available to the paying party. The Parties expect that the total cost of the Study will be at least \$100,000, with each Party paying one-half of those total costs, or \$50,000. If the total cost of the Study exceeds \$100,000, City agrees to pay any excess amount. If the total cost of the Study is less than \$100,000, then County's total amount will be reduced to reflect one-half of the actual total amount.

4.04.2 County Costs. Subject to Section 4.04.1 above, County agrees to reimburse City for one-half of the total actual costs of the Study in an amount not to exceed Fifty Thousand Dollars (\$50,000.00).

4.04.3 City Costs. City agrees to pay one-half of the total actual costs of the Study up to \$50,000.00, and any additional costs beyond the total cost of \$100,000.00 as stated in Section 4.04.1.

4.04.4 Payment. County shall make payments for invoices for performance of governmental functions and services under this Interlocal and the resulting Consultant contract from current revenue funds available to County and set aside for this purpose. The Parties agree that the payment made under this Contract is in an amount that will fairly compensate the City for services provided, either directly by City or indirectly by subcontract. County will pay City upon within thirty (30) days of receipt of a full and complete invoice for services provided by Consultant under the contract entered into as a result of this Interlocal.

4.04.5 Invoice Content. The invoice will show, at a minimum:

- (i) the total costs billed by Consultant,
- (ii) services provided related to those costs,

- (iii) amount paid by City (one-half the total amount billed, until the total reaches \$100,000.00; then all other billed expenses will be paid by City); and
- (iv) amount due from County (one-half the total amount billed, up to \$50,000.00).

4.04.6 **Methodology.** It is expected that billing by Consultant to City under the Contract may be set up relevant to completion of milestone performance measures by Consultant as follows (using a \$100,000.00 total Contract amount, and adjusted based on the actual contracted amount). The County's pro rata share of each monthly invoice will be billed by the City using the same methodology:

	Milestone	Payment Level
1	City acceptance of project plan, as approved by County.	up to 20% of total (\$ 20,000)
2	City acceptance of 1 st draft of comprehensive housing market study draft, as approved by County.	up to 30% of total (\$ 30,000)
3	City acceptance of final draft of comprehensive housing market study as approved by County.	up to 30% of total (\$ 30,000)
4	Completion of all public meetings before Council, Commissioners Court and stakeholders as approved by County.	up to 20% of total (\$ 20,000)

4.04.7 **Fee Description.** Section 4.04.6 notwithstanding, the Parties understand and agree that specific details of the services provided and fees to be paid will be set forth in the contract with the Consultant as approved by both Parties prior to execution by the Consultant, with the total Contract amount for each Party limited according to this Section 4.04.

4.05 **Monitoring.** Each Party shall allow the regular monitoring of operation of any services provided pursuant to this Agreement by the other Party; and each Party shall have the right to conduct periodic on-site monitoring of the other's compliance with the terms of this Agreement. Monitoring by either Party shall be accomplished with as little disruption to the operation of the other Party as possible. After any monitoring visit, a written report may be provided if any deficiencies are noted, with provision for correction of such deficiencies within thirty (30) days of receipt of such notice.

5.0 RETENTION AND ACCESSIBILITY OF RECORDS

5.01 **City Retention.** Unless otherwise specified herein, City shall maintain all fiscal records and documentation for all expenditures pertaining to this Agreement in a readily available state and location until an audit in conformance with generally accepted accounting principals and procedures for governmental organizations is completed and all questions arising from it are resolved satisfactorily or three (3) years from after the end of the Agreement period, whichever occurs later.

5.02 **County Access.** Subject to applicable laws, City shall give the County, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by City pertaining to this Agreement at reasonable times and for reasonable periods. These rights to access shall continue as long as the records are retained by City.

5.03 **County Retention.** Unless otherwise specified herein, County shall maintain all fiscal records and documentation for all expenditures pertaining to this Agreement in a readily available state and location until an audit in conformance with generally accepted auditing standards and generally accepted government auditing standards (in conformance with a basis that complies with State financial laws and the State Constitution and OMB A-87) is completed and all questions arising from it are resolved satisfactorily or three (3) years from after the end of the Agreement period, whichever occurs later.

5.04 **City Access.** Subject to applicable laws, County shall give the City, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by County pertaining to this Agreement at reasonable times and for reasonable periods. These rights to access shall continue as long as the records are retained by County.

5.05 **Access/Claims.**

5.05.1 **Notice.** If there is any incident in which claims are made against the City or any City employee, or County or any County employee, as a result of the activities performed under this Agreement, the Party against whom the claim is made shall give the duly authorized representative(s) of the other Party full and reasonable access to and the right to examine documentation related to this matter at reasonable times and for reasonable periods with these rights to access continuing until all claims are resolved or three years after the termination of this Agreement, whichever is later.

5.05.2 **Address.** The address for notice provided under this Section 5.05 shall be delivered either personally or by mail and shall be directly sent to the address set forth in Section 11.0 of this Agreement.

5.06 **Exclusions.** The Parties agree that the terms of Section 5.0, "Retention and Accessibility of Records," and Section 6.0, "Audit," specifically exclude the required disclosure by either party of confidential information, including attorney work product and/or attorney/client communication.

6.0 **AUDIT**

6.01 **County Audit.** Except as otherwise provided herein, County has the right to conduct a financial and compliance audit of the performance of this Agreement on an annual basis. City agrees to permit County or its authorized representative, or any authorized representative of any other governmental agency with a direct interest in services provided under this Agreement, to audit the records that relate to this Agreement and to obtain and make available for inspection, audit and/or reproduction any documents, materials, or information necessary to facilitate such audit. City shall take whatever action is appropriate to facilitate the performance of any audits conducted pursuant to this Agreement that County may require of City. This includes, to the extent such detail will properly reflect, all costs: direct and indirect costs of labor, material, equipment, supplies, and services and all other costs and expenses of whatever nature for which reimbursement is claimed under provisions of this Agreement or services provided under this Agreement. City agrees to provide County and any of County's authorized representatives and representatives from any governmental agency related to Grant funds full and complete access to all records related to Grant activities as necessary to complete any audits required or requested pursuant to the Grant terms.

6.02 **City Audit.** Except as otherwise provided herein, City has the right to conduct a financial and compliance audit of the performance of this Agreement on an annual basis. County agrees to permit City or its authorized representative, or any authorized representative of any other governmental agency with a direct interest in services provided under this Agreement, to audit the records that relate to this Agreement and to obtain and make available for inspection, audit and/or reproduction any documents, materials, or information necessary to facilitate such audit. County shall take whatever action is appropriate to facilitate the performance of any audits conducted pursuant to this Agreement that City may require of County. This includes, to the extent such detail will properly reflect, all costs: direct and indirect costs of labor, material, equipment, supplies, and services and all other costs and expenses of whatever nature for which reimbursement is claimed under provisions of this Agreement or services provided under this Agreement. County agrees to provide City and any of City's authorized representatives and representatives from any governmental agency related to Grant funds full and complete access to all records related to Grant activities as necessary to complete any audits required or requested pursuant to the Grant terms.

7.0 **INDEPENDENT ENTITY AND ACKNOWLEDGEMENT OF RESPONSIBILITIES**

7.01 **Independent Entities.** The Parties expressly acknowledge and agree that City and County are independent entities and each assumes all the rights, obligations, and liabilities applicable to it as an independent entity. No employee of the City shall be considered an employee, agent, or representative of the County or gain any rights against the County pursuant to the County's personnel policies. No employee of the County shall be considered an employee, agent, or representative of the City or gain any rights against the City pursuant to the City's personnel policies. The relationship of County and City under this Agreement is not and shall not be construed or interpreted to be a partnership, joint enterprise or joint venture. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Party or which shall hold itself out to be binding on the other Party.

7.02 **Responsibilities.** City shall not be liable for any claims, damages or attorney fees arising from any negligence or unlawful acts of the County or its employees in relation to this Agreement. County shall not be liable for any claims, damages or attorney fees arising from any negligence or unlawful acts of City or its employees in relation to this Agreement. City and County acknowledge that each entity is otherwise responsible for any claims or losses from personal injury or death or property damages that were caused by the acts or omissions of that entity, its agents, employees, or representatives in the performance of the services and activities under this Agreement; and that each entity will be responsible for the handling of the portion of any claim which is based solely on the assertion that a policy of that entity is illegal or unenforceable in any way.

7.03 **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 City or County; the party against whom the claim or other action is made shall give written notice to the other party of the claim, or other action within three (3) working days after being notified of it or the threat of it. Such notice shall include the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided in Section 11.0 of this Agreement. Except as otherwise directed, the party against whom the claim has been made shall furnish to the other party copies of all pertinent papers received by that party with respect to these claims or actions.

8.0 TERMINATION

8.01 **Termination.** Unless otherwise specified herein, either party shall have the right to terminate this Agreement, in whole or in part, at any time before the date of termination for the following reasons:

8.01.1 During the budget planning and adoption process, Commissioners Court or City Council, respectively, fails to provide funding for the Agreement during the next Agreement period;

8.01.2 Either party has failed to comply with any term or condition of this Agreement.

8.01.3 Grant funding upon which services under this Agreement are being provided ceases to be available to either or both Parties.

8.01.4 Either Party is unable to conform to changes required by federal, state or local laws or regulations.

8.02 **Mutual Termination.** Either party has the right to terminate this Agreement, in whole or in part, when both parties agree that the continuation of the activities funded under this Agreement would not produce beneficial results commensurate with the further expenditure of funds; provided that both parties agree, in writing, upon the termination conditions, including the effective date of the termination and, in the case of partial termination, the portion of the contract to be terminated.

8.03 **Termination Procedure.** At least thirty (30) days prior to the effective date of termination, the party seeking termination shall notify the other Party of the reasons for termination, the effective date of termination, and, in the case of a partial termination, the portion of the agreement to be terminated. The other Party may avoid termination if that Party corrects the cause(s) for termination to the satisfaction of the termination Party prior to the effective date of termination if the breach is based on 8.01.2.

8.04 **Continued Liability.** Notwithstanding any exercise by County of its right of termination, City shall not be relieved of any liability to County for damages due to County by virtue of any breach of this Agreement by City. Notwithstanding any exercise by City of its right of termination, County shall not be relieved of any liability to City for damages due to City by virtue of any breach of this Agreement by County.

8.05 **Rights Surviving Termination.** If either party terminates this Agreement in whole or in part, City has the right to receive payment for all purchases provided before the date of termination and not previously paid.

8.06 **Right to Assurance.** Whenever one Party to this Agreement in good faith has reason to question the other's intent to perform, the Party may demand that the other Party provide written assurance of their intent to perform. In the event a demand is made under this Section 8.06, and the other Party gives no such written assurance within thirty (30) days of receipt of the written notice of such demand, the demanding Party may treat this failure as an anticipatory repudiation of this Agreement.

9.0 MISCELLANEOUS PROVISIONS

9.01 **Civil Rights/ADA Compliance.** City and County shall each provide, or contract to provide, all services and activities under this Agreement in compliance with the Constitutions of the United States and Texas and with all applicable federal, state and local orders, laws, regulations, rules, policies and certifications governing any activities undertaken during the performance of this Agreement including, but not limited to: Title VI of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504 (29 U.S.C., Section 794), the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933], Chapter 73, Texas Administrative Code, Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV), and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Neither City nor County shall discriminate against any employee, applicant for employment, or Client based on race, religion, color, sex, national origin, age or handicapped condition.

9.02 **Non-Waiver.** No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of City which then exists or may subsequently exist. No payment, act or omission by City may constitute or be construed as a waiver of any breach or default of County which then exists or may subsequently exist. The failure of either Party to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege.

9.03 **Reservation of Rights and Remedies.** All rights of County under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or belonging 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. All rights of City under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right belonging to City 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.

9.04 **Binding Agreement.** This Agreement shall be binding upon the successors, assigns, administrators, and legal representatives of the parties to this Agreement.

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

9.06 **Law and Venue.** This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement shall be performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate Courts of Travis County, Texas.

9.07 **Severability.** If any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding, and shall continue to have full force and effect and shall in now way be impaired or invalidated by that holding..

9.08 **Political Activity.** Neither County nor City shall use any of the performance under this Agreement or any portion of the Agreement funds for any activity related to the result of an election for public office or any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of either Party from furnishing to any member of its governing body upon request or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential. No Agreement Funds can be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive or judicial branches of the government of City, County, the State of Texas or the government of the United States.

9.09 **Sectarian Activity.** County and City shall ensure that activities performed under this Agreement shall be carried on in a manner free from religious influence. Neither County nor City shall execute any agreement with any primarily religious organization to receive Agreement funds from City unless the agreement includes provisions, as provided by County, to effectuate this assurance. Each party shall submit such agreements to the other party prior to the release of Agreement funds. Neither City's nor County's selection of a Subcontractor nor expenditure of funds under this Agreement is an endorsement of the Subcontractor's charitable or religious character, practices or expressions. No expenditures have as their objective the funding of sectarian worship, instruction or proselytization. City and County agree to be bound by the provisions of Section 702 of the Civil Rights Act [42 U.S.C., Section 2000E-1(a)] regarding employment practices and Section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 U.S.C., Section 604a) regarding additional rights and responsibilities for charitable and faith-based providers of social services, assisted individuals and providers of such services.

9.10 **Publicity.** When appropriate, County and City shall publicize the services and activities of County and City under this Agreement. In any publicity prepared or distributed by or for County or City, the funding through County and City shall be mentioned as having made the project possible.

9.11 **Interpretational Guidelines**

9.11.1 **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 or City has declared a holiday for its employees these days shall be omitted from the computation.

9.11.2 **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.

9.11.3 **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.

9.12 **Compliance With Applicable Law.** In the performance of the services required of each party pursuant to this Agreement, City and County agree to comply with all applicable federal, state, county and city statutes, ordinances, rules and regulations.

9.13 **Immunity or Defense.** It is expressly understood and agreed by all Parties that neither the execution of this Agreement, nor any conduct of any representative of City or County relating to this Agreement, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to that entity against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit. It is understood and agreed that a decision by one Party to waive immunity or to compensate a claim for which immunity would have been a defense and would have operated to prevent payment does not operate as a waiver or decision to compensate by the other Party; nor will such action by one Party operate to incur any expense or charge to the other Party.

9.14 **Agreement Limitation.** This Agreement sets out the agreements and obligations between County and City only, and does not obligate either Party to the other Party's subcontractors or to any third party. This Agreement creates no third party beneficiary rights.

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

9.16 **Dispute Resolution/Mediation.** Initial disputes and unresolved questions or issues of City or County shall initially be presented by City to County by submission in writing to TCHHSVS with a copy to the County Purchasing Agent and by County to City by submission in writing to the Director. If satisfactory resolution cannot be achieved between the Parties within a reasonable time, and should mediation be acceptable to both Parties in resolving a dispute arising under this Agreement, the Parties agree to use the Dispute Resolution Center of Austin, Texas, 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, Sec. 154.073, unless both Parties agree, in writing, to waive the confidentiality.

9.17 **County Public Purpose.** By execution of this Agreement, the Commissioners Court and City hereby find that the needs to be addressed by the services to be provided under the terms of this Agreement and specifically set forth in the attached Work Statements, constitute a significant public concern impacting members of the population which the County and City serve. The Commissioners Court and City further find that the provision of services to be provided by City pursuant to this Agreement will further the public purpose of addressing those health and human services issues, problems and needs identified in this Agreement for identified individuals.

10.0 AMENDMENTS

10.01 **Written Amendments.** 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 signed by all parties. It is acknowledged by City 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 Commissioners Court.

10.02 **Submission of Amendment.** City shall submit all requests for alterations, additions or deletions of the terms of this Agreement or any attachment to it to the County Purchasing Agent, with a copy to the County Executive Manager for consideration. Requests for alterations, additions or deletions of the terms of this Agreement by County shall be submitted to the City Manager and City Director, with a copy to the Purchasing Officer.

11.0 NOTICES

11.01 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 11.0 for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address hereinafter specified.

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

Cyd Grimes, Purchasing Agent
P. O. Box 1748
Austin, Texas 78767

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

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

and

Sherri Fleming
County Executive, TCHHSVS
P. O. Box 1748
Austin, Texas 78767

11.03 **City Address.** The address of the City for all purposes under this Agreement and for all notices hereunder shall be:

Byron E. Johnson, C. P. M.
P. O. Box 1088
Austin, Texas 78767

11.04 **Change of Address.** Each party may change the address for notice to it by giving notice of the change in compliance with Section 11.0 and delivering a copy of the notice to the County Clerk and City Clerk for attachment to this Agreement no later than ten (10) days after the effective date of the notice.

12.0 LEGAL AUTHORITY

12.01. **Legal Authority to Enter Agreement.**

12.01.1 City guarantees that City possesses the legal authority to enter into this Agreement, receive funds authorized by this Agreement, and to perform the services City has obligated itself to perform under this Agreement.

12.01.2 County guarantees that County possesses the legal authority to enter into this Agreement, receive funds authorized by this Agreement, and to perform the services County has obligated itself to perform under this Agreement. It is acknowledged by City that no officer, agent, employee or representative of County has any authority to modify, alter or amend this Agreement unless expressly granted that authority by the Commissioners Court.

12.02 **Signors.**

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

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

13.0 PROHIBITIONS

13.01 **Conflict of Interest.** In performing duties under this Agreement, City employees shall comply with the conflict of interest requirements and ethics provisions set forth in the Austin City Code, Article 4 (a copy of which has been provided to County). Both Parties shall comply with the conflict of interest provisions in Chapter 171 of the Texas Local Government Code and other applicable laws.

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

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

13.04 **Nepotism.** City and County agree that they will comply with TEX. GOVERNMENT CODE ANN., Ch. 573, by ensuring that no officer, employee or member of the governing body of that Party shall vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person.

14.0 ASSIGNABILITY

14.01 No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other parties. It is acknowledged by City that no officer, agency, employee or representative of County has any authority to grant such assignment unless expressly granted that authority by the Commissioners Court.

15.0 FORCE MAJEURE.

15.01 Neither Party shall be financially liable to the other Party for delays or failures to perform under the Agreement where such failure is caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform shall extend the period of performance until these exigencies have been removed. The Party seeking to avail itself of this clause shall notify the other Party in the manner set forth in Section 11.0 within five (5) business days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case notification shall be done in as

timely a manner as possible. City agrees that breach of this provision entitles County to reduce or stop payments or immediately terminate this Agreement.

EXECUTED in duplicate originals this the __ day of ____, 2013.

TRAVIS COUNTY

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

APPROVALS:

As to Legal Form:

Assistant County Attorney Date: _____
Funds Certified By:

Nicki Riley, County Auditor Date: _____
Purchasing:

Cyd Grimes, Purchasing Agent Date: _____

CITY OF AUSTIN:

By:  _____ Date: 6/30/13
Marc A. Ott, City Manager



Travis County Commissioners Court Agenda Request

Meeting Date: October 8, 2013

Prepared By/Phone Number: Shannon Pleasant, CTPM 854-1181 /
Marvin Brice, CPPB 854-9765

Elected/Appointed Official/Dept. Head: Cyd Grimes C.P.M. CPPO

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 9 to Interlocal Agreement No.4400000367 (H.T.E. Contract No. IL060040RE), Austin Community College, for Early Childhood Mentoring (Teacher TRAC).

- **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.
- Through this Interlocal Agreement Travis County Health and Human Services and Veteran Services (TCHHSVS) will provide funds for tuition and books for childcare teachers and childcare center directors to take college level child development courses at Austin Community College (ACC) in pursuit of a Child Development Associate credential or an Associate Degree in Child Development. The agreement also provides for small cash bonuses for those teachers and directors who complete their coursework with a grade of C or better. ACC staff provides life coaching and support to teachers and directors who enroll to increase the odds of success.

Qualifications needed to enroll in the program are as follows: teachers and directors must live in Travis County, must be working a minimum of 30 hours per week in a state licensed or regulated childcare facility, must complete their coursework with a grade of C or better, and commit to remain at their current childcare center for at least a year after completing their coursework. Modification No. 9 will renew the agreement for an additional twelve-month period, from October 1, 2013 through September 30, 2014. The not to exceed amount for this renewal period is \$56,758.

ID# 9543

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.

Modification No. 8 renewed the agreement for an additional twelve-month period, from October 1, 2012 through September 30, 2013. The not to exceed amount for this renewal period is \$56,758.

Modification No. 7 renewed the agreement for an additional twelve-month period, from October 1, 2011 through September 30, 2012. The not to exceed amount for this renewal period was \$56,758.

Modification No. 6 renewed the agreement for an additional twelve-month period, from October 1, 2010 through September 30, 2011. The not to exceed amount for this renewal period was \$56,758.

Modification No. 5 renewed the agreement for an additional twelve-month period, from October 1, 2009 through September 30, 2010. The not to exceed amount for this renewal period was \$56,758.

Modification No. 4 renewed the agreement for an additional twelve-month period, from October 1, 2008 through September 30, 2009. The not to exceed amount for this renewal period was \$56,758; in addition to amending Section 4.2 the Renewal Term Work Statement and Performance Measure and Budget.

Modification No. 3 renewed the agreement for an additional twelve-month period, from October 1, 2007 through September 30, 2008. The not to exceed amount for this renewal period was \$56,758; in addition to amending Section 4.2 the Renewal Term Work Statement and Performance Measure and Budget.

Modification No. 2 increased the contract funds by \$10,000 for the October 1, 2005 through September 30, 2006 renewal period; in addition to renewing the contract for a twelve-month period from October 1, 2006 through September 30, 2007. The contract not to exceed amount was \$54,055.

Modification No. 1 increased the contract funds by \$13,574 for a total not to exceed amount of \$81,055; in addition to amending Attachment A, the Work Statement, Performance Measure and Budget.

- **Contract Expenditures:** Within the last 12 months \$56,758 has been spent against this contract/requirement.

ID# 9543

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.

➤ **Contract-Related Information:**

Award Amount: \$67,481.00

Contract Type: Interlocal Cooperation Agreement

Contract Period: October 1, 2005 through September 30, 2006

➤ **Contract Modification Information:**

Modification Amount: \$56,758

Modification Type: Interlocal Agreement

Modification Period: October 1, 2013 through September 30, 2014

➤ **Solicitation-Related Information:** Not Applicable

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

➤ **Special Contract Considerations:** Not Applicable

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

SAP Shopping Cart #:

Funding Account(s): 511430

Comments: Cost Center 1580540001

ID# 9543

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.



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

RECEIVED
TRAVIS COUNTY
PURCHASING
OFFICE
2013AUG-6 PM 3:15

**Sherri E. Fleming
County Executive
For TCHHS/VS
(512) 854-4100
Fax (512) 279-1608**

DATE: July 31, 2013

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

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

SUBJECT: Renewals for Fiscal Year and Interlocal Contracts

Proposed Motion:

Consider and take appropriate action to approve renewing the following contracts:

- Workforce Solutions Child Care Local Match
- ACC Teacher TRAC
- Travis County Emergency Services District #4

Summary and Staff Recommendations:

Workforce Solutions – Child Care Local Match: \$223,741

4400000819; October 1, 2013 – September 30, 2014; Fiscal Year Contract

Workforce Solutions – Capital Area Workforce Board, as the local agent for the Texas Workforce Commission, distributes state and federal childcare funding for low-income working families in Travis County. Workforce Solutions can utilize local contributions to draw down additional federal funds for childcare. Under the proposed contribution agreement, Travis County will transfer \$223,741 of General Fund money earmarked for childcare to Workforce Solutions so the organization can leverage an additional \$1,171,537 in federal childcare funds, the City of Austin will contribute \$331,832 to

produce a total of \$1,727,110 to provide childcare for low-income families in Travis County.

Austin Community College – Teacher and Director TRAC: \$56,758

4400000367; October 1, 2013 – September 30, 2014; Fiscal Year Contract
Provides funds for tuition and books for childcare teachers and childcare center directors to take college level child development courses at ACC in pursuit of a Child Development Associate credential or an Associate Degree in Child Development. The contract also provides for small cash bonuses for those teachers and directors who complete their coursework with a grade of C or better. ACC staff provides life coaching and support to teachers and directors who enroll to increase the odds of success. Qualifications needed to enroll in the program are as follows: teachers and directors must live in Travis County, must be working a minimum of 30 hours per week in a state licensed or regulated childcare facility, must complete their coursework with a grade of C or better, and commit to remain at their current childcare center for at least a year after completing their coursework.

Travis County ESD #4 – Firefighter Academy: \$96,000

4400000349; October 1, 2013 – September 30, 2014; Fiscal Year Contract
This interlocal contract addresses both public safety and workforce development needs in Travis County. Cadets receive training that prepare them to take the state firefighter certification test. They also receive training that allows them to become certified Emergency Medical Technicians (EMT). The program is designed to put young minority adults on a career path and increase the supply of qualified firefighters and EMT personnel in rural parts of Travis County.

TCHHS/VS staff recommends renewing these contracts for fiscal year 2014.

Issues and Opportunities:

These contracts provide workforce development, childcare and public safety services for Travis County residents.

Fiscal Impact and Source of Funding:

These funds are proposed in the FY 2014 zero-based budget, attached to this memo.

Attachment

Cc: Nicki Riley, Travis County Auditor
Patti Smith, Chief Assistant Travis County Auditor
Mike Crawford, Senior Financial Analyst, Travis County Auditor
Mary Etta Gerhardt, Assistant Travis County Attorney
Marvin G. Brice, CPPB, Assistant Purchasing Agent, Travis County Purchasing Office
Shannon Pleasant, Purchasing Agent Assistant, Travis County Purchasing Office
Aerin Toussaint, Analyst, Planning and Budget Office
LaDonna Brazell, Contract Compliance Specialist, TCHHS/VS
Caula McMarion, TCHHS/VS, Finance Accountant
Jim Lehrman, Division Director, Family Support Services, TCHHS/VS
Andrea Colunga-Bussey, Division Director, Office of Children's Services, TCHHS/VS
Deborah Britton, Division Director, Community Services, TCHHS/VS

FY 14 Budget Workbook
Health & Human Services and Veterans Services (158)

Fund	Funds Center	Commitment Item	Description	FY 14 Projected Expenditures	Changes	FY 14 Budget Submission
Community Liaison						
0001	1580510001	500050	Salaries-Regular Employee		88,062	88,062
0001	1580510001	503010	Salaries-Temp Employee		-	-
0001	1580510001	506010	Longevity Pay-All Employees		960	960
0001	1580510001	506020	FICA Tax-OASDI		5,519	5,519
0001	1580510001	506030	FICA Tax-Medicare		1,290	1,290
0001	1580510001	506030	Medical Insurance Benefit		17,656	17,656
0001	1580510001	506040	Life Insurance Benefit		198	198
0001	1580510001	506050	Retirement Contribution		11,808	11,808
0001	1580510001	506060	Worker's Compensation		182	182
Personnel				-	125,675	125,675

Social Service Contracts						
0001	1580540001	511100	Treatment Services	611,799	-	611,799
0001	1580540001	511430	Workforce Development	2,272,426	40,000	2,312,426
0001	1580540001	511440	Other Social Services	5,894,787	(40,000)	5,854,787
0001	1580540001	511900	Other Services	63,096	-	63,096
Funds Center				8,842,108	-	8,842,108
TOTAL				31,143,062	(49,512)	31,119,638

FY 14 Budget Target Level	\$ 31,143,062
Difference from Dept. Submission (must be less than or equal to \$0)*	\$ -

* Please ensure that you complete the Zero-Base CI BEFORE you consider your budget to be at or below the target.

+ animal control supervisor retires 5/31/13 but PHI contract will go up.

Funds Center 1580540001
Commitment Item 511430
Description Workforce Development
FY 14 Target Budget \$ 2,272,426

Name	Description	Amount
American YouthWorks: Parks		\$ 83,300
American YouthWorks: Workforce Development		\$ 66,145
Ascend Center for Learning (formerly Austin Academy)		\$ 43,609
Austin Area Urban League		\$ 45,774
Austin Community College		\$ 56,758
Austin ISD: Adult Education/English Language Learners		\$ 108,150
Capital IDEA		\$ 800,000
Easter Seals of Central Texas: Employment Solutions		\$ 64,500
Goodwill Industries of Central Texas		\$ 137,439
Skillpoint Alliance		\$ 244,965
Travis County Emergency Services District (ESD) 4		\$ 96,000
UT Austin Ray Marshal Center for the Study of Human Resources		\$ 78,400
Vaughn House, Inc.		\$ 47,229
Ventana Del Soul		\$ 40,000
Workforce Solutions - Capital Area Workforce Board: Rapid Employment Model		\$ 400,157
		\$ -

\$ (40,000) \$ 2,312,426

This amount must match FY 14 Target Budget above unless you are proposing the internal reallocation to or from this CI.

Funds Center 1580540001
Commitment Item 511440
Description Other Social Services
FY 14 Target Budget \$ 5,894,787
 40,000

Name	Description	Amount
AIDS Services of Austin: Food Bank, Non-Medical Case Management, MPOWERment, VOICES		\$ 391,437
Any Baby Can of Austin, Inc.		\$ 179,538
Arc of the Capital Area, The		\$ 97,656
Austin Child Guidance Center		\$ 101,343
Austin Children's Shelter		\$ 54,123
Austin Tenants' Council		\$ 24,848
Basic Needs Allocation		\$ 450,000
Big Brothers Big Sisters of Central Texas, Inc.		\$ 62,257
Blackland Community Development Corporation		\$ 9,301
BookSpring		\$ 13,126
Capital Area Counseling		\$ 17,174
Capital Area Food Bank of Texas, Inc.		\$ 57,766
Caritas of Austin: Basic Needs		\$ 127,980
Caritas of Austin: Best Single Source		\$ 262,500
CASA of Travis County		\$ 85,000
Child Inc.		\$ 208,780
Community Partnership for the Homeless (d.b.a. Green Doors): Supportive Housing Program		\$ 32,978

Community Partnership for the Homeless (d.b.a. Green Doors): Veterans Transitional Rental Assistance Program	\$	38,934
Crime Prevention Institute	\$	63,266
Easter Seals of Central Texas: Developmental and Clinical Solutions	\$	123,241
Family Eldercare	\$	127,435
Foundation for the Homeless, Inc.	\$	13,310
Greater Calvary Rites of Passage	\$	31,482
Helping the Aging, Needy, and Disabled, Inc.	\$	22,849
Immigration Counseling and Outreach Services	\$	10,305
Meals on Wheels and More, Inc.: Meals on Wheels	\$	115,026
Meals on Wheels and More: Congregate Meal Program	\$	81,981
Out Youth	\$	12,880
Pflugerville ISD	\$	92,212
Workforce Solutions - Capital Area Workforce Board: Child Care Local Match	\$	223,741
Workforce Solutions - Capital Area Workforce Board: Quality Child Care Collaborative (QC3)	\$	210,000
Planned Parenthood of Austin Family Planning, Inc.	\$	29,601
River City Youth Foundation	\$	45,083
Salvation Army, The	\$	98,319
Sustainable Food Center	\$	19,321
Texas RioGrande Legal Aid, Inc.	\$	173,675

**Travis County Domestic
Violence and Sexual
Assault Survival Center
(d.b.a. SafePlace)**

\$ 184,964

Workforce Investment

**Workers Assistance
Program, Inc.**

\$ 43,503

**Wright House Wellness
Center, Inc.**

\$ 75,700

**Young Women's Christian
Association (YWCA) of
Greater Austin**

\$ 90,596

**Youth and Family Alliance
(d.b.a. LifeWorks): ABE
and ESL**

\$ 33,249

**Youth and Family Alliance
(d.b.a. LifeWorks):
Counseling**

\$ 94,585

**Youth and Family Alliance
(d.b.a. LifeWorks):
Housing**

\$ 140,107

**Youth and Family Alliance
(d.b.a. LifeWorks): Youth
Development**

\$ 72,561

**Austin Travis Intergal
Care ATCIC - Grand
Interlocal**

\$ 1,411,054

This amount must match FY 14 Target
Budget above unless you are
proposing the internal reallocation to
or from this CI.

\$ 5,854,787

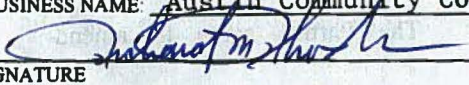

Funds Center 1580540001
Commitment Item 511900
Description Other Services
FY 14 Target Budget \$ 63,096

Name **Description**
Austin Travis Intergal Care ATCIC - CAN

Amount
\$ 63,096
\$ -
\$ -
\$ -
\$ -

This amount must match FY 14 Target
Budget above unless you are
proposing the internal reallocation to
or from this CI.

\$ 63,096

MODIFICATION OF CONTRACT NUMBER: 4400000367 – Early Childhood Mentoring (Teacher TRAC) Page 1 of 24		
ISSUED BY: Travis County Purchasing Office P.O. Box 1748 Austin, Texas 78767	PURCHASING AGENT ASST: Shannon Pleasant TEL. NO: (512) 854-1181 FAX NO: (512) 854-9185	DATE PREPARED: August 29, 2013
ISSUED TO: Austin Community College Highland Business Center 5930 Middle Fiskville Road Austin, TX 78752-4390	MODIFICATION NO.: 9	EXECUTED DATE OF ORIGINAL CONTRACT: October 1, 2005
ORIGINAL CONTRACT TERM DATES: <u>October 1, 2005 – September 30, 2006</u> CURRENT CONTRACT TERM DATES: <u>October 1, 2013 – September 30, 2014</u>		
FOR TRAVIS COUNTY INTERNAL USE ONLY: Original Contract Amount: <u>\$67,481</u> Current Modified Amount: <u>\$56,758</u>		
DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect. The above referenced contract is hereby modified to reflect the following changes, as well as those more completely set forth in the attachment:		
<ol style="list-style-type: none"> 1. The Interlocal Agreement is renewed for an additional twelve-month period, from October 1, 2013 through September 30, 2014. 2. The not to exceed contract amount for the renewal period is \$56,758. 		
Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.		
Note to Vendor/City: [X] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County. [] DO NOT execute and return to Travis County. Retain for your records.		
LEGAL BUSINESS NAME: <u>Austin Community College</u> BY: <u></u> SIGNATURE BY: <u>Richard M. Rhodes, Ph.D.</u> PRINT NAME TITLE: <u>President/CEO</u> ITS DULY AUTHORIZED AGENT		<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER DATE: <u>9/17/13</u>
TRAVIS COUNTY, TEXAS BY: <u></u> CYD V. GRIMES, C.P.M., CPPO TRAVIS COUNTY PURCHASING AGENT		DATE:
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE		DATE:

RECEIVED
TRAVIS COUNTY

2013 SEP 24 AM 11: 52

PURCHASING
OFFICE

**2014 RENEWAL AND AMENDMENT OF INTERLOCAL COOPERATION
AGREEMENT BETWEEN TRAVIS COUNTY AND
AUSTIN COMMUNITY COLLEGE ("ACC") FOR
TEACHER AND DIRECTOR TRAC SERVICES**

This 2014 Renewal and Amendment ("2014 Renewal") of the Interlocal Agreement ("Agreement") is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County") and Austin Community College, a state agency ("ACC").

County and ACC entered into an agreement ("Original Agreement"), the Agreement Term of which began October 1, 2005, and terminated September 30, 2006.

ACC agreed to provide personal and professional services and activities for indigents and other qualified recipients and/or for public health education and information, in accordance with the terms of the Agreement, thus providing services which further a public purpose.

The Agreement provided for amendment and renewal of the agreement by the written agreement of the Parties.

Pursuant to the Agreement terms, the Parties have previously amended the Agreement and have renewed the Agreement for additional one-year terms continuing through September 30, 2013 ("2013 Renewal Term").

County and ACC desire to amend the Agreement again to reflect certain mutually agreed upon changes in the Agreement and to renew the Agreement for an additional one-year period.

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to amend the Agreement as follows:

1.0 AGREEMENT PERIOD

1.1 **2014 Renewal Term.** The Parties agree to extend the Agreement for an additional one-year term, beginning October 1, 2013, and terminating September 30, 2014 ("2014 Renewal Term").

2.0 MAXIMUM FUNDS

2.1 **Maximum Funds - 2014 Renewal Term.** The Parties agree to amend Section 13.1.1 to add the following:

13.1.1(2014) **2014 Renewal Term Maximum Amount.** Subject to other applicable provisions of this Agreement, as amended, in consideration of full and satisfactory performance of the services and activities provided under the terms of this Agreement during the 2014 Renewal Term, as determined by County, County shall provide funds not to exceed the following amount:

<u>Base</u>	<u>Training</u>	<u>TOTAL</u>
\$ 56,758.00	\$ -0-	\$ 56,758.00

3.0 **ACC SERVICES**

3.1 **Services and Activities.** The Parties acknowledge and agree that ACC shall perform, either directly or indirectly through Subcontracts, in a satisfactory manner as determined by County, through Department, services and activities in accordance with the terms and conditions stated in this Agreement as amended in this 2014 Renewal.

3.2 **Insurance.** The Parties agree that the requirements for insurance for the 2014 Renewal Term will continue as set forth in the original Agreement. ACC agrees to provide current 2014 documentation of such insurance as required under the Agreement.

3.3 **Limitations.** Unless otherwise specifically stated herein, the performances required under this 2014 Renewal are performable only during the 2014 Renewal Term, and performances required under any other Agreement Term(s) were performable only during the applicable Term. Performance requirements and payment shall not carry over from one Agreement Term to another.

3.4 **2014 Update.** Within fifteen (15) days of execution of this 2014 Renewal, ACC agrees to provide Department, with a copy to the Purchasing Agent, current updates of all policies, materials, and other information required under the Agreement, including, but not limited to, the following as described under the Agreement:

- 3.4.1 Proof of Insurance
- 3.4.2 Update of any Policies and Procedures
- 3.4.3 Updated W-9 Taxpayer Identification Form
- 3.4.4 Updated IRS 990 Form
- 3.4.5 Change of Identity Information (Name, Address, etc.)

3.5 **Debarment, Suspension and Other Responsibility Matters.** By signing this 2014 Renewal, ACC certifies that, to the best of its knowledge and belief, it and its principles continue to meet compliance requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension" requirements as set forth in the Agreement.

3.6 **Certification and Warranty.** By signing this 2014 Renewal, ACC certifies and warrants that all certifications and warranties under the Agreement continue to be in full force and effect. ACC also acknowledges and agrees that it has read all terms and provisions of the Agreement and understands and agrees that, to the extent not specifically changed by this 2014 Renewal, those terms and conditions remain in full force and effect for the 2014 Renewal Term.

4.0 **ATTACHMENTS.**

4.1. **Attachments - 2014 Renewal Term.** ACC and County agree that, as to the 2014 Renewal Term, section 4.2, "Attachments," is amended to add the following:

4.2-2014 **2014 Attachments.** The attachments enumerated and denominated below and attached to this 2014 Renewal as Exhibit 1 are hereby made a part of this 2014 Renewal, and constitute promised performances by Contractor in accordance with all terms of the Agreement as amended:

- (i) 2014 Form #2 Program Cover Page
- (ii) 2014 Form #3 Program Work Statement

- | | | |
|--------|------------------------------|---|
| (iii) | 2014 Form #4 | Program Budget |
| (iv) | 2014 Form #5 | Program Budget Narrative |
| (v) | 2014 Form #6 | Total Staff Positions and Time |
| (vi) | 2014 Form #7 | Program Funding Summary |
| (vii) | 2014 Form #8 | Subcontracted Expense Form (if applicable) |
| (viii) | 2014 Form #9 | Performance Report Definition Tool |
| (ix) | 2014 Financial Reports/Forms | |
| | (a) | Request for Payment and Status of Fund Report |
| | (b) | Monthly Expenditure Report |
| | (c) | Compliance Certification Form |
| | (d) | Agreement Budget Revisions Request Form |
| | (e) | Thirteenth Payment Request Form |
| (x) | 2014 | Insurance Requirements |

The Parties acknowledge and agree that, where an Attachment listed above and included in this 2014 Renewal contains specific agreement as to terms which conflict with the general provisions of the Agreement, to the extent that there is such conflict, the terms of the attachment will prevail. At all times, every effort will be made to comply with the terms of both sections.

5.0 INCORPORATION

5.1 County and ACC hereby incorporate the Agreement into this 2014 Renewal. Except for the changes made in this 2014 Renewal, County and ACC hereby ratify all the terms and conditions of the Agreement, as amended. The Agreement with the changes made in this 2014 Renewal constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

6.0 EFFECTIVE DATE

6.1 This 2014 Renewal is effective October 1, 2013, when it is approved and signed by both of the Parties. This Agreement, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

Form # 2: PROGRAM COVER PAGE
for FY 2014 Social Service Contracts funded by Travis County

Date prepared: 06/19/2013

1. Agency Name as provided in Articles of Incorporation: Austin Community College District		2. Tax ID Number: 1-74-1742046-5	
3. Program Name: Teacher and Director TRAC			
4. a) Physical Street Address (Street, City, State, Zip): Austin Community College District – Eastview Campus 3401 Webberville Road Austin, TX 78702		5. Board President/Chair: Name: Richard Jeffrey Address: Austin Community College District Highland Business Center 5930 Middle Fiskville Road Austin, TX 78752-4390	
4. b) Mailing Address (if different from above): Austin Community College District Highland Business Center 5930 Middle Fiskville Road Austin, TX 78752-4390		Email: rfenner@austincc.edu	
4. c) Payee Address (if different from above): ACC Business Services ACC Service Center Attn: Cashier 9101 Tuscany Way Austin, Texas 78754		Phone: 512-223-7613	
<u>This is the mailing address for the business offices of ACC.</u>			
6. Agency Executive Director (name): Richard M. Rhodes, Ph.D. Phone: (512) 223-7598 Fax: (512) 223- 7185 Email: rrhodes@austincc.edu		7. Name of person authorized to sign contracts for Agency: Richard M. Rhodes, Ph.D. Phone: (512) 223-7598 Fax: (512) 223- 7185 Email: rrhodes@austincc.edu	
8. Program Director (name): Linda Welsh, Ph.D. Phone: 512-223-5222 Fax: 512-225-5219 Email: lwelsh@austincc.edu		9. Agency Financial Officer (name): Ben Ferrell, V.P. Business Services Phone: 512-223-1099 Fax: 512-223-1066 Email: bferrell@austincc.edu	
10. Contact person for PROGRAM issues (name): Linda Welsh, Ph.D. Phone: 512-223-5222 Fax: 512-225-5219 Email: lwelsh@austincc.edu		11. Contact person for FINANCIAL issues (name): Sally Gomez, Grant Accountant Phone: 512-223-1114 Fax: 512-223-1902 Email: sgomez@austincc.edu	
12. Primary contact for Quarterly Program Performance Report issues (name): Linda Welsh, Ph.D. Phone: 512-223-5222 Email: lwelsh@austincc.edu		13. Person responsible for submitting Quarterly Program Performance Reports (name): Linda Welsh, Ph.D. Phone: 512-223-5222 Email: lwelsh@austincc.edu	
14. Program funding amounts by source: Travis County Social Service Contract \$ 56,758 All OTHER Sources + \$162,999 TOTAL Program Funding = \$219,757		15. Primary contact person for this contract packet (name): Linda Welsh, Ph.D. Position Title: Department Chair, Child Development Phone: 512-223-5222 Fax: 512-225-5219 Email: lwelsh@austincc.edu	

Form # 3: PROGRAM WORK STATEMENT
for FY 2014 Social Service Contracts funded by Travis County

Date prepared: 6/19/2013

Instructions: Please answer the following questions as they pertain to only those programs and services in which Travis County invests. Note: the information contained in this document will be used in reports to the Travis County Commissioners Court and the community.

Agency: Austin Community College District Program: Teacher and Director TRAC

1. Program goals and objectives:

Briefly describe the goals and objectives of the services purchased by Travis County in this contract.

The goal of Teacher TRAC is to increase the number of early care and education teachers in Travis County who have college-level courses in child development leading to a CDA, certificate or AAS degree.

The goal of Director TRAC is to improve the qualifications of Travis County child care directors, permitting directors to meet Texas Department of Family and Protective Services Minimum Standards and Texas Rising Star Director Standards through college credit coursework.

2. Program clients served:

Describe the eligibility requirements to participate in the program or in each component of the program (for example: Travis County residency, income level, age).

City and County Criteria:

Early care and education employees working and/or living in Austin and/or Travis County who have at least 3 months experience working in a child care setting directly with young children and who have a family income below 200% of Federal Poverty Guidelines are eligible for Teacher TRAC services funded by the City of Austin or Travis County.

Priority for Enrollment:

To be eligible for **first** priority, students must be:

- Child care professionals working full-time (30 hours per week or more) who live and/or work fulltime in the City of Austin or Travis County with a family income below 200% of the FPL.

Students who meet the eligibility for first priority will then be enrolled based on the following list of priorities:

1. Continuing Teacher TRAC participants have priority over new students. Current students will be grandfathered related to these new priorities.
2. Teachers who work in a child care center working with a mentor that is a part of the QC3 project;
3. Teachers who work at a center that is a part of the Texas or Austin Rising Star System;
4. Teachers who work in a child care center enrolled in other Travis County or City of Austin funded projects;
5. Teachers who work in a child care center in Austin or Travis County.

- Teachers who work part-time (29 hours or less per week) in the City of Austin or Travis County with a family income below 200% of the FPL will be enrolled in the same priority order as listed above for full-time teachers, if funding is available.

Workforce Solutions Child Care Services (CCS) Criteria:

Early care and education employees who work for Workforce Solutions CCS centers or family day homes or for QC3 Mentor Centers are eligible. Income eligibility requirements do not apply to students funded by Workforce Solutions CCS.

Priority enrollments for Workforce Solutions CCS:

First priority goes to students working for QC3 Mentor Centers Workforce Solutions and CCS Texas Rising Star Providers. Special initiatives may identify other priority enrollments.

Program Eligibility for Director TRAC

City and County Criteria:

Child care center directors working in or living in Austin and/or Travis County and who have at least 3 months experience as a director or assistant director are eligible for Director TRAC services. Director TRAC participants must meet the same income eligibility as Teacher TRAC participants. Client eligibility is documented on the Partnership Contract.

Priority for Enrollment:

To be eligible for **first** priority, students must be:

- Child care directors or assistant directors working full-time (30 hours per week or more) who live and/or work fulltime in the City of Austin or Travis County with a family income below 200% of the FPL.

Directors and assistant directors who meet the eligibility for first priority will then be enrolled based on the following list of priorities:

1. Continuing Teacher TRAC participants have priority over new students. Current students will be grandfathered related to these new priorities.
2. Directors and assistant directors who work in a child care center working with a mentor through the QC3 project.
3. Directors and assistant directors who work in a child care center participating in the Texas or Austin Rising Star system.
4. Directors and assistant directors who work in a child care center enrolled in other Travis County or City of Austin funded project.
5. Directors and assistant directors who work in a child care center in Austin or Travis County.

Directors and assistant directors who are working part-time (29 hours or less per week) who meet income eligibility will be enrolled in the same priority levels as listed above for full-time directors and assistant directors, if funding is available.

3. **Program services and delivery:**

Describe the Travis County funded services and how they are provided by the agency. Provide enough detail so that the contract reviewer is able to have a comprehensive understanding of your services and how they are delivered to clients.

Teacher and Director TRAC program service delivery model is as follows:

Recruitment and Application Process:

Recruitment of currently employed early care and education workers and directors employed in licensed child care centers or registered homes in Travis County through mail outs, coordination with Workforce and QC3 mentors for recommendations, and visits to child care centers. Interested early care and education workers or directors submit an application and Teacher TRAC contract signed by the individual and his or her director in the case of early care and education workers or the director and owner or board president of the child care center for director's applications.

Enrollment process

Eligible early care and education workers and directors are assisted in the registration and advising processes to enroll in approved courses. Students are enrolled in courses that meet their degree plan requirements.

Ongoing support

Participants are assisted in successfully completing college courses by assisting students in accessing student success services at ACC, monitoring of students' progress in courses and contacting students to discuss student success strategies, including life coaching, as needed.

Stipends

Child care employees receive a \$75 bonus after the completion of their first ACC course with a "C" or above and additional bonuses of \$100 after each additional 12 hours completed with a "C" or above.

Child care center directors receive a bonus of \$100 after the completion of 6-9 hours with a "C" or above.

CDA Credential Process

Support is provided to students completing three course CDA sequence to complete the CDA application process; the \$425 application fee is paid for eligible students.

Maintain Project files and reporting systems

Files with participant's name, address, place of employment, degree plan, Teacher TRAC contract and record of services rendered are maintained. The college's database system is used to maintain records of courses, grades, financial records, and other information.

4. **Service coordination and collaboration strategies:**

Describe how the agency coordinates its services with services being provided by other agencies and describe how the agency collaborates with other agencies. If you are not currently collaborating with other agencies, what is your plan for increasing collaboration?

Quarterly planning for delivery of services to early care and education employees, including Teacher and Director TRAC services has been ongoing through the QC3 Collaborative Mentoring Project. Participants include leadership from Child, Inc, Success by Six, Workforce Solutions Child Care Services and AISD. Careful attention is devoted to optimal delivery of services through collaboration and coordination.

The Child Development Department of Austin Community College District and, therefore, the staff of Teacher and Director TRAC have a long history of community collaboration. Collaborative planning for the needs of young children, their families and their teachers has resulted in long term collaborative partnerships and projects between ACC's Child Development Department (and Teacher TRAC) and other agencies regarding Teacher TRAC and the needs of early care and education providers.

Collaborative funding efforts exist between Child, Inc. and Workforce Child Care Solutions and Teacher TRAC as well as the City of Austin and Travis County. Child Inc. provides scholarships for tuition to its staff; Workforce Child Care Solutions gives funds to Teacher TRAC to provide scholarships to early care and education workers employed in Rising Star vendor centers

5. **OUTPUT Performance Measures (replace the blue text and shaded spaces below with the actual wording of your measures and their corresponding 12-month goal amounts):**

Please enter the output performance measures to be reported for your program. You must report the number of unduplicated clients served by funding source and at least one other output. Actual total program performance data for these outputs will be reported in the quarterly program performance reports.

<u>OUTPUT # 1</u>	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL (Travis County + All Other) Annual Goal</u>
Number of Teacher and Director TRAC participants enrolled in college courses	41	119	160

<u>OUTPUT # 2</u>	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL (Travis County + All Other) Annual Goal</u>
Number of children served by early childhood care and education teachers attending college courses through Teacher TRAC	492	1428	1920

(If approved for additional Output measures, copy and paste the blocks above and re-number accordingly)

6. **OUTCOME** Performance Measures (replace the blue text in the left column below with the actual wording of your measures' numerators, denominators, and outcome rates):

Please enter the outcome performance measures to be reported for your program. For any outcome which will not have a percentage rate, use only the first (numerator) row and edit as needed. In the middle column's shaded blocks, include the corresponding 12-month goal amounts and percentages (as applicable) for each line. **If an Outcome will NOT be reported every quarter**, in the right column indicate for which quarterly report(s) you **WILL** be reporting that measure (for example, you might report for Q2 and Q4 only).

Total Program Performance – OUTCOME # 1	<u>Total Program Annual Goal</u>	If <u>not</u> reported every Quarter, in which Quarter(s)?
Number of college courses completed with a "C" or better (numerator)	256	1st, 3rd & 4th Q
Total number of college courses enrolled in Fall 2013, Spring 2014 and Summer 2014 (denominator)	320	
Percentage of college courses successfully completed with a C or better (outcome rate)	80%	

Total Program Performance – OUTCOME # 2	<u>Total Program Annual Goal</u>	If <u>not</u> reported every Quarter, in which Quarter(s)?
Number of Teacher TRAC students who complete their CDA Marketable Skills Award (12 college credit hours) (numerator)	32	1st, 3rd & 4th Q
Total Number of Teacher TRAC students enrolled in CDA courses in Fall 2013 (denominator)	40	
Percentage of Teacher TRAC CDA students who earn their Marketable Skills Award (outcome rate)	80%	

Total Program Performance – OUTCOME # 3	<u>Total Program Annual Goal</u>	If <u>not</u> reported every Quarter, in which Quarter(s)?
Number of Director TRAC participants who successfully complete two college level courses (numerator)	8	3rd & 4th Q

Number of Director TRAC participants enrolled in Summer 2013, Fall 2013, and Spring 2014 (denominator)	10	
Percentage of Director TRAC participants who complete two college level courses (outcome rate)	80%	

(If approved for additional Outcome measures, copy and paste the blocks above and re-number accordingly)

7. Community planning activities:

Describe your agency's involvement in community planning activities that are specific to the services provided under this contract.

Community planning for Teacher and Director TRAC is completed by the Teacher TRAC Advisory Committee, which meets at least one time per year to review the program. Currently the committee members represent our partners such as Workforce Child Care Solutions and Child Inc., directors of general child care program and program participants. Additional planning for Teacher and Director TRAC is done in conjunction with overall community planning efforts for young children, their families and their teachers as established in the School Readiness Action Plan

8. Program Evaluation Plan

• **Performance evaluation:**

Describe how the agency will evaluate the program's performance in achieving program goals. Note: if any survey(s) or questionnaire(s) are used in the evaluation of the program or its performance, please provide a brief description of survey procedures (for example: how the survey is distributed and to whom).

Teacher TRAC participants who are completed capstone courses complete the annual Child Development Program Evaluation Survey which records responses on a Likert Scale to determine instructional effectiveness and satisfaction with the Teacher TRAC Project. Teacher TRAC participants participate in evaluation of their faculty every semester. Participants who withdraw from courses complete a Teacher TRAC follow-up survey to determine reasons for their withdrawal. Additionally, anecdotal reports to the Teacher TRAC coordinator and faculty are compiled for a very "personal" view of the Project. The results of the above are presented to the Teacher TRAC Advisory Committee and programmatic changes are made as needed. Additionally, the program is evaluated on the achievement of stated outputs and outcomes.

• **Quality improvement:**

Describe the process for identifying problems or other issues in service delivery, designing activities to overcome these problems, and following up to ensure corrective actions have been effective.

Quality improvement plans will be implemented on an as needed basis as determined by the program's performance in achieving Teacher and Director TRAC's goals, as well as ratings and feedback received in the annual Child Development Program Evaluation Survey. The Teacher TRAC Community Advisory Committee and the Child Development Department Chair review information about the program's performance and make recommendations for needed quality improvement.

Date prepared: 6/26/2013**Form # 4: PROGRAM BUDGET**

for FY 2014 Social Service Contracts funded by Travis County

Agency: Austin Community College District

Program: Teacher and Director TRAC

Instructions: Provide whole dollar amounts for each applicable line item. IMPORTANT: DO NOT INCLUDE ANY PROGRAM INCOME.ON THIS PAGE. Note that the line items with asterisks ** will require prior approval - Refer to your Contract Language.

IMPORTANT: All \$ amounts must be whole dollars only (no cents)			
PERSONNEL	Requested COUNTY Amount	Amount Funded by ALL OTHER Sources	* TOTAL Budget (ALL funding sources)
Administrative Salaries - Regular Time			0
Direct Service Salaries - Regular Time		75,308	75,308
Administrative Salaries - Overtime			0
Direct Service Salaries - Overtime			0
Benefits		15,860	15,860
A. SUBTOTALS: PERSONNEL	0	91,168	91,168
OPERATING EXPENSES			
General Operating Expenses	4,541		4,541
Insurance/Bonding			0
Audit Expenses (provide details for this line item in the Subcontracted Expenses form)			0
Consultants/Contractual (provide details for this line item in the Subcontracted Expenses form)			
Staff Travel - <u>within</u> Travis County			0
Conferences/Seminars/Training - <u>within</u> Travis County			0
** Staff Travel - <u>out of</u> County			0
** Conferences/Seminars - <u>out of</u> County			0
B. SUBTOTALS: OPERATING EXPENSES	4,541	0	4,541
DIRECT ASSISTANCE			
Food/Beverage for Clients (NOTE: Alcoholic beverage expenditures are not eligible or allowable)			0
Financial Assistance for Clients (Completion incentives - \$3150 County/\$1800 other; CDA credential fees \$3900 County;\$1,625 other; Tuition \$32,167 County/\$65,906 other)	39,217	69,331	108,548
Other (specify)Books	13,000	2,500	15,500
			0
C. SUBTOTALS: DIRECT ASSISTANCE	52,217	71,831	124,048
GRAND TOTAL (A + B + C)	56,758	162,999	219,757
PERCENT SHARE of Total for Funding Sources:	25.8%	74.2%	100.0%

Form # 5: PROGRAM BUDGET NARRATIVE
 for FY 2014 Social Service Contracts funded by Travis County

Date prepared: 06/25/2013

Agency: Austin Community College District

Program: Teacher and Director TRAC

Instructions: Add details below (not to exceed 20 words per line item) to justify proposed expenses from your Program Budget form. **DO NOT INCLUDE ANY DOLLAR AMOUNTS OR PERCENTAGES ON THIS PAGE.** Delete the examples below and replace them with your narrative.

PERSONNEL	NARRATIVE
Salaries – Regular time	<i>Do not provide staff detail here – use Total Program Staff Positions and Time Form #6 instead</i>
Salaries – Overtime	<i>NA</i>
Benefits	<i>(Includes FICA, Retirement, Health Benefits)</i>
OPERATING EXPENSES	
General Operating Expenses	<i>Accounting Services for Grant Management</i>
Insurance/Bonding	<i>NA</i>
Audit Expenses	<i>NA</i>
Consultants/Contractual	<i>NA</i>
Staff Travel	<i>NA</i>
Conferences/Seminars/Training	<i>NA</i>
** Staff Travel – out of County	<i>NA</i>
** Conferences/Seminars/Training – out of County	<i>NA</i>
DIRECT ASSISTANCE	
Food/Beverage for Clients (NOTE: Alcoholic beverage expenditures are not eligible or allowable)	<i>NA</i>
Financial Assistance for Clients (e.g. rent, mortgage, utilities)	<i>Students receive scholarships to pay for tuition and certification fees; incentives for completing first course and for completing 12 credit hours</i>
Other (specify)	<i>Cost of books required for courses</i>

** These line items require prior approval – Refer to your Contract Language.

Date prepared: 6/25/2013

Form # 7: PROGRAM FUNDING SUMMARY
 for FY 2014 Social Service Contracts funded by Travis County

Agency Name: <u>Austin Community College District</u>		Program Name: <u>Teacher & Director TRAC</u>	
Funding Sources	Grant/Contract Name	Funding Period	Funding Amount
Travis County	Social Service Contract (Travis County prgm. budget)	10/1/13 -9/30/14	\$56,758
Travis County			
Travis County			
City of Austin	Social Service Contract (City of Austin prgm. budget)	10/1/13 -9/30/14	\$46,000
City of Austin			
City of Austin			
Federal			
Federal			
State			
State			
United Way			
Contributions			
Program Income/ Fees			
Other (Specify)	Workforce Solutions Child Care Service	10/1/13 - 9/30/14	\$50,000
Other (Specify)	Austin Community College	10/1/13 - 9/30/14	\$66,999
Other (Specify)			
Other (Specify)			
TOTAL PROGRAM FUNDING:			\$219,757

Date prepared: 6/19/2013

Form # 9: Performance Measure Definition Tool
 for FY 2014 Social Service Contracts funded by Travis County

Agency: Austin Community College District

Program: Teacher and Director TRAC

To assist you in completing this form, the red triangles located in the upper right-hand side of some cells provide additional instructions related to the information requested.

Type	Performance Measure	Calculation Method	What is the Data Source for this Measure?	Notes	Who Produces this Measure
OUTPUT MEASURES:					
Output #1	Number of Teacher and Director TRAC participants enrolled in college courses	Students are counted one time based on the initial semester enrolled (Spring 2014, Summer 2014, or Fall 2014). Students may enroll for more than one semester. A list of students enrolled each semester is pulled from the Teacher TRAC Database	Payment letters are generated for each enrolled student from the Filemaker Pro Teacher TRAC Database and sent to Business Services and Restricted Accounting for processing.	A small number of the Teacher TRAC students have tuition paid by Child Inc, but Teacher TRAC provides books. These students are in the database. A letter is sent by Child Inc with all of their funded students. Participants are counted in OP#1 once they have attended class, as some students withdraw after enrollment but before classes start.	Charlene Nickels Administrative Assistant III with review by Linda Welsh Department Chair
Output #2	Number of children served by early childhood care and education teachers attending college courses through Teacher TRAC	Children in the classrooms taught by each Teacher TRAC student will be counted one time.	Application completed by Teacher TRAC student includes data on the number of children in their classroom	This number will be counted upon application. The number of children served by a Teacher who is in a floater position will be an average of the number of children in the classes in which they provide support.	Charlene Nickels Administrative Assistant III with review by Linda Welsh Department Chair
OUTCOME MEASURES:					
Outcome #1a (numerator)	Number of college courses completed with a "C" or above	Grades of C or better are counted for each enrolled student for each Teacher or Director TRAC funded course. Grades for students in Fall 2013 are reviewed in January 2014, Spring 2014 are reviewed in May 2014 and Summer 2014 in September 2014.	Datatel (ACC's database for student records including grades) student records	The outcome rate will include students enrolled in Fall 2013 who are reported in the output measure for the previous contract period. The only way to get a full picture of the fall students' outcomes is to report grades for students who were first reported in the previous contract year as outputs in the first quarter of the subsequent contract year.	Charlene Nickels Administrative Assistant III with review by Linda Welsh Department Chair
Outcome #1b (denominator)	Total number of college courses enrolled in Fall 2013, Spring 2014 and Summer 2014	Number of courses enrolled in by Teacher or Director TRAC students in Fall 2013, Spring 2014 and Summer 2014 semesters.	Filemaker Pro Teacher TRAC database (see output 1)	Classes enrolled in by Teacher or Director TRAC funded students for Fall 2013, Spring 2014, and Summer 2014 are included in this calculation.	Charlene Nickels Administrative Assistant III with review by Linda Welsh Department Chair
Outcome Rate #1c	Percentage of college courses successfully completed with a C or better	numerator divided by denominator	Calculated in Excel: 2013-14 Teacher TRAC Report, Q (1, 3 & 4)		Linda Welsh, Department Chair

Outcome #2a (numerator)	Number of Teacher TRAC students who complete their CDA Marketable Skills Award	Number of Teacher TRAC students who successfully complete the three course CDA sequence (Grades of C or better for CDA I, II, & III)	Teacher TRAC Filemaker Pro Database and Datatel course rolls.	Director TRAC participants will occasionally enroll in the CDA courses and will be counted in this measure if applicable.	Charlene Nickels Administrative Assistant III with review by Linda Welsh Department Chair
Outcome #2b (denominator)	Total number of Teacher TRAC students enrolled in CDA courses in Fall 2013	Number of Teacher TRAC students enrolled in CDA courses in Fall 2013	Datatel student records	The total number of CDA students are only counted in Fall semester, since it takes at least three semesters to complete the CDA sequence.	Charlene Nickels Administrative Assistant III with review by Linda Welsh Department Chair
Outcome Rate #2c	Percentage of Teacher TRAC CDA students who earn their Marketable Skills Award	numerator divided by denominator	Calculated in Excel: 2013-14 Teacher TRAC Report, Q (1, 3 & 4)		Linda Welsh, Department Chair
Outcome #3a (numerator)	Number of Director TRAC participants who successfully complete two college level courses	Number of Director TRAC students enrolled in Summer 2013, Fall 2013 and Spring 2014 who successfully complete two college level courses	Datatel student records	DIRECTORS WHO ENROLL IN FALL 2013 WILL HAVE FALL 2013, Spring 2014 and Summer 2014 (3 semesters) to complete the two courses. Directors who enroll in Spring 2014 will have Spring 2014 and Summer 2014 to complete their courses. Any director who enrolls in Summer 2014 will not be able to successfully complete two courses, since the program only funds one course at a time. This program counts any directors served in Summer 2013, Fall 2013 and Spring 2014 as the denominator. Even though the students are served over two contract periods, it allows a full picture of all of the data	Charlene Nickels Administrative Assistant III with review by Linda Welsh Department Chair
Outcome #3b (denominator)	Number of Director TRAC participants enrolled in Summer 2013, Fall 2013, and Spring 2014	Students enrolled in Director TRAC in Summer 2013, Fall 2013, Spring 2014	Teacher TRAC Filemaker Pro Database and Datatel course rolls.	Students complete a Director TRAC application and are track in the database	Charlene Nickels Administrative Assistant III with review by Linda Welsh Department Chair
Outcome Rate #3c	Percentage of Director TRAC participants who complete two college level courses	numerator divided by denominator	Calculated in Excel: 2013-14 Teacher TRAC Report, Q (3 & 4)		Linda Welsh, Department Chair

DEMOGRAPHIC AND ZIP CODE REPORT				
Gender, Race, and Ethnicity	Number of unduplicated clients by their gender, race, and ethnicity	Excel spreadsheet is created via the Teacher TRAC Filemaker Pro Database: 2013-14 Teacher TRAC Report, Q (1-4)	Teacher TRAC initial or renewal Application which is then put in the Teacher TRAC Database	Charlene Nickels Administrative Assistant III with review by Linda Welsh Department Chair
Age	Number of unduplicated clients by their age at start of program and grouped into age categories	Excel spreadsheet is created via the Teacher TRAC Filemaker Pro Database: 2013-14 Teacher TRAC Report, Q (1-4)	Teacher TRAC initial or renewal Application which is then put in the Teacher TRAC Database	Charlene Nickels Administrative Assistant III with review by Linda Welsh Department Chair
Income Status	Number of unduplicated clients by their income status at start of program and grouped into income categories	Excel spreadsheet is created via the Teacher TRAC Filemaker Pro Database: 2013-14 Teacher TRAC Report, Q (1-4)	Teacher TRAC initial or renewal Application which is then put in the Teacher TRAC Database	Charlene Nickels Administrative Assistant III with review by Linda Welsh Department Chair
Zip Code	Number of unduplicated clients by their zip code at start of program	Excel spreadsheet is created via the Teacher TRAC Filemaker Pro Database: 2013-14 Teacher TRAC Report, Q (1-4)	Teacher TRAC initial or renewal Application which is then put in the Teacher TRAC Database	Charlene Nickels Administrative Assistant III with review by Linda Welsh Department Chair



Travis County Social Services Contract PAYMENT REQUEST

Invoice Number: 1

IMPORTANT: Both an Expenditure Report and a Compliance Certification form must be provided with this Invoice

SECTION I - CURRENT PAYMENT DATA		
Agency	Program	Month/Year
	Contract Term	PAYMENT REQUEST AMOUNT
		\$0.00

SECTION II - PROGRAM BUDGET AND PAYMENT SUMMARY	
Item	Travis County Funds
1. TRAVIS COUNTY-Funded Program Budget	\$0.00
2. Previous Payments Requested (excludes Advance)	\$0.00
3. AMOUNT OF THIS PAYMENT REQUEST	\$0.00
4. Total Payments Requested (Item 2 plus Item 3)	\$0.00
5. Balance (Item 1, minus Item 4)	\$0.00

SECTION III - CERTIFICATION (Must be completed by Contractor)		
I certify that this Payment Request and the corresponding Expenditure Report have been made in accordance with the terms and conditions of the Contract. I also certify that all information provided is correct and that the amounts are not in excess of current needs.		
Preparer's Signature	Title	Date
Authorized Signature	Title	Date

SECTION IV - PAYMENT APPROVAL - (TRAVIS CO. Staff)		
Contract Manager's Signature	Name and Title	Date

SECTION V - PAYMENT APPROVAL - (Travis County FINANCE)			
TC HHS & VS Financial Approval	Name and Title	Date	AMOUNT APPROVED
County Account Number	Issue Area	Vendor ID Number	Purchase Order Number

Staff Comments:

TRAVIS COUNTY CONTRACT EXPENDITURE REPORT

Inv. #: 1

Report Period:

Agency:

Program:

Agency contact: |

Phone: |

Current contract term:

E-mail:

Fax: |

Line	Approved Budget		Actual Expenditures & Balance		
	Item	Approved Budget	Expenditures	Cumulative Expenditures	Budget Balance
PERSONNEL					
1	Salaries - REGULAR time	0.00	0.00	0.00	0.00
2	Salaries-OVERTIME (Trav.Co. only)	0.00	0.00	0.00	0.00
3	Benefits	0.00	0.00	0.00	0.00
4	Other (Specify)	0.00	0.00	0.00	0.00
A	SUBTOTAL - PERSONNEL	0.00	0.00	0.00	0.00
OPERATING EXPENSES					
5	General Operating Expenses	0.00	0.00	0.00	0.00
6	Insurance/Bonding	0.00	0.00	0.00	0.00
7	Audit Expenses (for Travis Co. funds, include pro-rata share only)	0.00	0.00	0.00	0.00
8	Consultants / Contractual	0.00	0.00	0.00	0.00
9	Staff Travel - <u>within</u> Travis County	0.00	0.00	0.00	0.00
10	Conference/Seminars/Tmg. <u>within</u> Travis Co.	0.00	0.00	0.00	0.00
11	Staff Travel - <u>out of</u> Travis Co.	0.00	0.00	0.00	0.00
12	Conferences/Seminars/Tmg <u>out of</u> Travis County	0.00	0.00	0.00	0.00
13	Other (specify)	0.00	0.00	0.00	0.00
B	SUBTOTAL - OP. EXPENSES	0.00	0.00	0.00	0.00
DIRECT ASSISTANCE					
15	Food / Beverage - for clients	0.00	0.00	0.00	0.00
16		0.00	0.00	0.00	0.00
17	Other (Specify) Books	0.00	0.00	0.00	0.00
C	SUBTOTAL: DIRECT ASSIST.	0.00	0.00	0.00	0.00
EQUIPMT./CAPITAL OUTLAY					
19	List items (specify equipmt/caplt.)	0.00	0.00	0.00	0.00
D	SUBTOTAL - EQPMT/ CAPITAL	0.00	0.00	0.00	0.00
RECOVERED ADVANCE PAYMENTS					
E	SUBTOTAL: RECOVERED ADVANCE PAYMENTS	0.00	0.00	0.00	0.00
Note: any amounts on line E must be input as negative dollars (reimbursed)					
21	TOTALS (A+B+C+D+E)	0.00	0.00	0.00	0.00
	Maximums Allowable				

Preparer's Signature: _____

Date: _____

Authorized Signature: _____

Date: _____

Travis Co. USE ONLY:	
Reviewed & approved by: _____	Date: _____

Compliance Certification form – Social Service Contracts

IMPORTANT: this completed form must be submitted with each monthly invoice



Agency: _____

Program: _____

Payment requested: month, 20

Payment requested from: **TRAVIS COUNTY**

The following items must be itemized in the current approved program budget, OR written prior approval by TCHHSVS Executive Director regarding these items must be attached to the Payment Request. (Mark any that apply to this month)

- Purchase of any non-expendable property *
* (agency must also complete the Equipment Purchased table, below)
- Alteration or relocation of facilities
- Out of County Travel/ Conferences/ Seminars/ Training
- Consultant/professional services or subcontracts
- Budget transfers over the 10% rule per contract
- None of the above apply to this month
- Compliance with Special Conditions/ Corrective Action Plan.
- Overtime expenditures if any followed contract requirements
- Audit expenditures if any were allocated per agency funding sources per contract
- Annual Audit submitted by Service Agency per contract.
- Transfer of Funds/Budget adjustments less than 10% made by agency **
** (agency must attach Budget Revision request form)

Equipment Purchased:

Purchase Date	Item	Cost	Model Number	Serial Number	Location

Travis County Purchasing Office employee, _____ was notified of above purchases on _____
(name) (date)

I certify the information reported herein and attached hereto is true, correct, and complete.
Please process the attached payment(s). (Certification required for processing of payment.)

Executive Director _____ Date _____

For TCHHSVS use only:

- County funds calculated accurately (to two decimals)
- County program budget not over-spent, per contract
- Fiscal year limitation not over-spent, per contract (75% Rule)
- Annual Audit submission by Service Agency per contract has been verified
- Compliance with Special Conditions/ Corrective Action Plan is confirmed

Attach copies of the following to this sheet and mark all that apply:

- Payment Request (verified and approved)
- Expenditure Report (verified and approved)
- Budget Revision form (if applicable)
- Revised/ Modified Payment Request (if applicable)
- Any required prior approval documents

I certify the information reported herein and attached hereto is true, correct, and complete.
Please process the attached payment(s). (Certification required for processing of payment.)

TCHHSVS Program Manager _____ Date _____

TCHHSVS Division Director _____ Date _____

For TCHHSVS use only:

- Service has been received in the HTE system
- Payment Request reviewed for: 1) reporting accuracy 2) expenditures verified and 3) contract compliance.
- Annual Audit submission by Service Agency per contract has been verified

TCHHSVS Contract Monitor _____ Date _____

I hereby certify that the information reported on this compliance certification form by all parties is true, correct, and complete.
I understand that the legality of the payment is dependent on the accuracy of these statements. Please process the attached payment(s). (Please note, payment will not be processed without this signed certification attached to request for payment.)

Signature of County Executive, Health & Human Services and Veterans Service) Date _____

BUDGET REVISION REQUEST - SOCIAL SERVICES CONTRACTS

Travis County Health and Human Services & Veterans Services Department

Agency Name: _____

Revision for: **TRAVIS COUNTY Funding Only**

Program Name: _____

AGENCY: Refer to any applicable contract section(s) and / or attachment(s) when using this form

Revision Number: (No.)

Contract Term: _____

Effective Date for Revision: (date to be effective)

Notice: the line items in this form are NOT directly linked to the monthly "...Exp Rpt" forms - you must still input your revised budget line items (when approved) into the next applicable monthly "...Exp Rpt" form as usual

Line	Item	Approved Budget	Prior Approval Required ?	Adjustment Amt. (indicate + or -)	Revised Budget
PERSONNEL					
1	Salaries - REGULAR time				
2	Salaries-OVERTIME (Trav.Co. only)				0.00
3	Benefits				0.00
4	Other (Specify)		YES		0.00
A	SUBTOTAL - PERSONNEL	0.00		0.00	0.00
OPERATING EXPENSES					
5	General Operating Expenses				0.00
6	Insurance/Bonding				0.00
7	pro-rate share only) PRIOR APPROVAL REQUIRED		YES		0.00
8	Consultants / Contractual				0.00
9	Staff Travel - within Travis County				0.00
10	Conference/Seminars/Tmg. within Travis Co.				0.00
11	Staff Travel - out of Travis Co.		YES		0.00
12	County		YES		0.00
13	Other (specify)		YES		0.00
14	#REF!		YES		0.00
B	SUBTOTAL - OPER. EXPENSES	0.00		0.00	0.00
DIRECT ASSISTANCE					
15	Food / Beverage - for clients				0.00
16	Financial Assistance to individuals (e.g., rent, mortgage, utilities)				0.00
17	Other (Specify) Books		YES		0.00
18	#REF!		YES		0.00
C	SUBTOTAL: DIRECT ASSIST.	0.00		0.00	0.00
EQUIPMT./CAPITAL OUTLAY					
19	List Items (specify equipmt/capit.)		YES		0.00
20	#REF!		YES		0.00
D	SUBTOTAL - EQPMT/ CAPITAL	0.00		0.00	0.00
21	TOTALS (A+B+C+D+E)	0.00		0.00	0.00

Preparer's Signature: _____

Date: _____

Authorized Signature: _____

Date: _____

Travis Co. USE ONLY:	
Reviewed & approved by: _____	Date: _____

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.



Travis County Commissioners Court Agenda Request

Meeting Date: October 8, 2013

Prepared By/Phone Number: Jason G. Walker/44562; M. Brice, CPPB, 49765

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve contract award for Elroy Road at F.M. 812 Improvements project, RFQ No. Q110243-LP, to the highest qualified firm, CAS Consulting, Inc.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- TNR, with Purchasing's concurrence, requests contract approval from the pre-qualified list of professional engineering and architecture firms, for the design services of Elroy Road at F.M. 812 Improvements project, in the amount of \$89,192.49.
- TNR requested the development of a pre-qualified list of professional engineering and architecture firms that can complete small roadway, drainage, and park projects as the need arises. An RFQ was subsequently established. Sixty-One (61) firms submitted qualification statements, and 58 firms qualified and were approved by Commissioners Court on October 25, 2011, as well as the procedures for utilizing the list.
- In accordance with the approved procedures, TNR has reviewed all firms on the pre-qualified list and has determined that CAS Consulting, Inc. is the most qualified firm for the Elroy Road at F.M. 812 Improvements project, consisting of an additional southbound lane on Elroy Road, from F.M. 812 to approximately 1,100' north of the intersection in Precinct Four (4).

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

- TNR and Purchasing has negotiated a scope and fee for the project and recommends awarding a Professional Services Agreement to the most qualified firm, CAS Consulting, Inc., in the amount of \$89,192.49.
- **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.

- **Contract-Related Information:**
 - Award Amount: \$89,192.49
 - Contract Type: A/E
 - Contract Period: Through Project Completion

- **Contract Modification Information: N/A**
 - Modification Amount:
 - Modification Type:
 - Modification Period:

- **Solicitation-Related Information:**
 - Solicitations Sent: N/A Responses Received: N/A
 - HUB Information: Vendor is a HUB % HUB Subcontractor: 8.65%

- **Special Contract Considerations:**
 - Award has been protested; interested parties have been notified.
 - Award is not to the lowest bidder; interested parties have been notified.
 - Comments: N/A

- **Funding Information:**
 - Shopping Cart/Funds Reservation in SAP: 0300000602
 - Funding Account(s): 1490200000
 - Comments: N/A

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

TRANSPORTATION AND NATURAL RESOURCES

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



700 Lavaca Street-5th Floor
Travis County Administration Building
PO Box 1748
Austin, Texas 78767
Phone: (512) 854-9383
Fax: (512) 854-4697

August 7, 2013

MEMORANDUM

TO: Marvin Brice, Assistant Purchasing Agent
FROM: Steve Manilla, P.E., County Executive
SUBJECT: Professional Services Agreement (PSA) for Elroy Road at FM 812 Intersection Improvements Project, RFQ # Q110243-LP

The following information is for your use in preparing a Professional Services Agreement (PSA) and agenda item for Commissioners Court action. Please contact Steve Sun, P.E. at (512)854-4660 if you have any questions.

Proposed Motion:

Consider and take appropriate action on a request to approve a PSA for the design of the Elroy Road at FM 812 Intersection Improvements, in Precinct Four.

This project will provide one additional southbound lane on Elroy Road from FM 812 to about 1,100 feet north of the intersection. The selected firm is expected to provide professional engineering services to produce plans, specifications and estimates (PS&E documents) for construction of the additional lane, and related intersection improvements.

TNR Public Works has reviewed the list of pre-qualified architectural and engineering firms for small design contracts, issued on July 27, 2011, and recommended the engineering firm CAS Consulting and Services Inc. for scope and fee negotiations. CAS was selected from the list because of this firm's knowledge and experience working on roadway improvements, drainage design and utility relocation.

TNR together with Purchasing staff have now completed the scope and fee negotiation with CAS and requests that Purchasing Department proceed with preparing and placing an item on the Commissioners Court agenda for the approval of the PSA award to this firm.

Funding for this project is available from bond program savings and has been reserved in:

FRD 300000602
WBS Element: RDCN1490000300101

Created 10-03-13 @ 438 pm

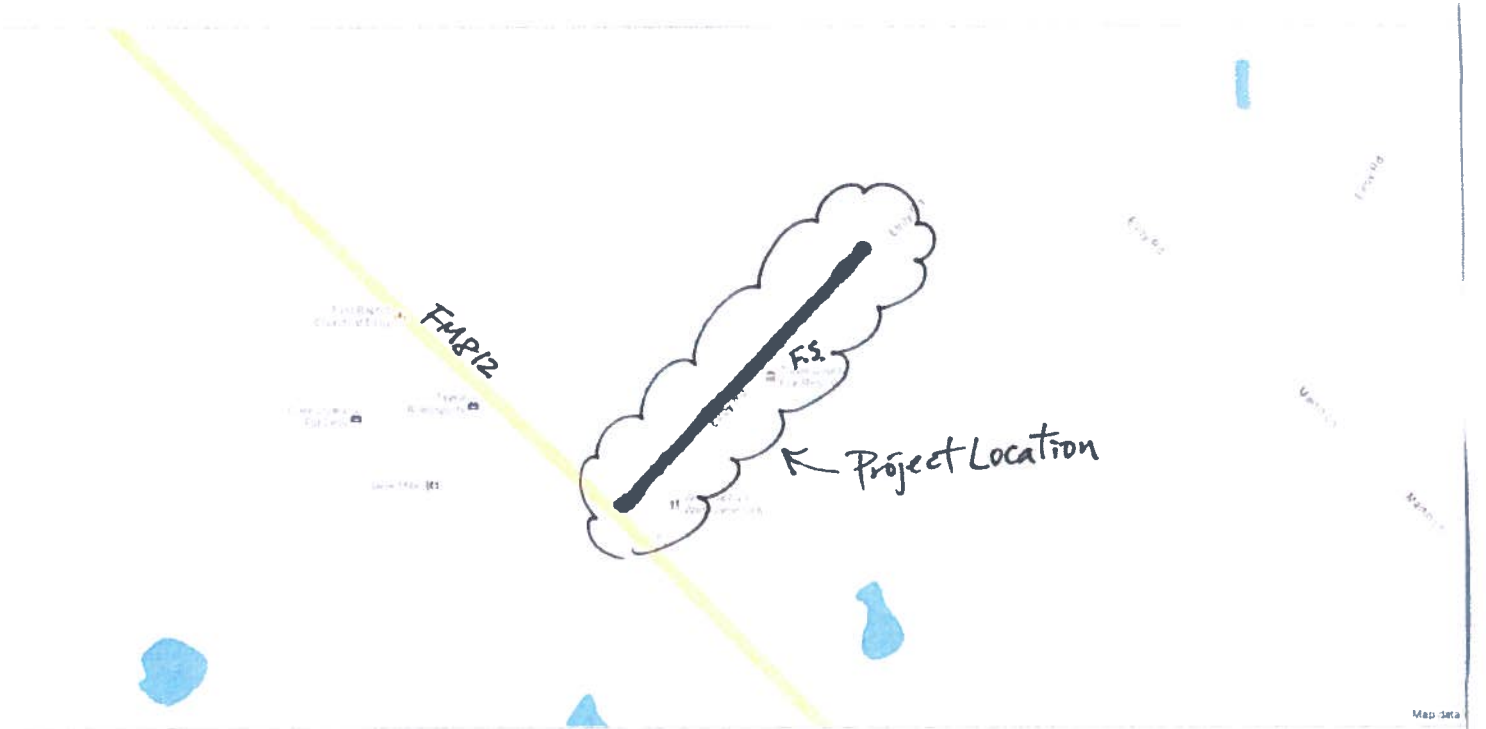
Fund: 4019

Fund Center: 1490200000

Amount: \$95,000

Attachment: Scope & Fee Proposal
Location Map

CC: Cyd Grimes, C.P.M., Purchasing Agent
Jason Walker, Purchasing
Steve Sun, P.E. TNR Public Works
Odette Tan, P.E., TNR Public Works
Donna Williams-Jones, TNR Financial Services
Isabelle Lopez, TNR Financial Services
Tawana Gardner, TNR Financial Services



Funds Reservation 300000602

Created 10-03-13 @ 4:38 pm

General Data			
Document type	FC	Document type	030
Company code	1000	Document date	06/10/2013
FM area	1000	Posting date	06/10/2013
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	LOPEZI	Created on	06/10/2013
Last changed by		Last changed	
More Data			
Text	Elroy Rd at FM 812 Imprv. Small A/E Prof.Engr.Svcs		
Reference			
Overall Amount	95,000.00 USD		

Document item 001			
Text	Elroy Rd/812 Imprv.-Prof. Engr Svcs		
Commitment item	522040	Funds center	1490200000
Fund	4019	G/L account	522040
Cost center	1490200000	Due on	
Vendor		Customer	
Amount	95,000.00 USD		

DRAFT

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TRAVIS COUNTY
AND

CAS CONSULTING & SERVICES, INC.

FOR

PROFESSIONAL ENGINEERING SERVICES

FOR

ELROY ROAD AT F.M. 812 IMPROVEMENTS

PROFESSIONAL SERVICES AGREEMENT (PSA)

TABLE OF CONTENTS

SECTION:

1	EMPLOYMENT OF THE CONSULTANT	4
2	BASIC SERVICES OF THE CONSULTANT	5
3	CONSTRUCTION COST	7
4	COMPENSATION AND PAYMENT SCHEDULE	8
5	PERIOD OF SERVICE	8
6	COORDINATION WITH COUNTY	9
7	WORK PRODUCT	10
8	REVISION TO WORK PRODUCT	11
9	REIMBURSABLE EXPENSES	11
10	SUSPENSION AND TERMINATION	11
11	CONSULTANT'S RESPONSIBILITY AND LIABILITY	14
12	OWNERSHIP OF DOCUMENTS	16
13	MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS	16
14	MISCELLANEOUS:	16
14.1	VENUE	
14.2	SEVERABILITY	
14.3	EQUAL OPPORTUNITY IN EMPLOYMENT	
14.4	CERTIFICATE OF CONSULTANT	
14.5	BIDDING EXEMPTION	
14.6	NOTICE	
14.7	INSURANCE REQUIREMENTS	
14.8	FORFEITURE OF CONTRACT	
14.9	PURCHASE ORDER	
14.10	PAYMENTS	
14.11	INTEREST ON OVERDUE PAYMENTS	
14.12	PROPERTY TAXES	
14.13	TAXPAYER IDENTIFICATION	
14.14	SUCCESSORS AND ASSIGNS	
14.15	HISTORICALLY UNDERUTILIZED BUSINESS	
14.16	FUNDING OUT	

14.17	NON-WAIVER OF DEFAULT
14.18	MEDIATION
14.19	OFFICIALS NOT TO BENEFIT
14.20	CONSULTANT CERTIFICATIONS
14.21	CIVIL RIGHTS/ADA COMPLIANCE
14.22	GRATUITIES
14.23	MONITORING
14.24	INCORPORATION OF ATTACHMENTS
14.25	ENTIRE AGREEMENT
14.26	TEXAS PUBLIC INFORMATION ACT
14.27	CERTIFICATION OF ELIGIBILITY
14.28	ENTITY STATUS

ACKNOWLEDGEMENT AND SIGNATURE PAGE	26	
EXHIBIT 1	COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS	27
EXHIBIT 2	HOURLY RATES	29
EXHIBIT 3	PROJECT SCHEDULE	30
	ATTACHMENT 1 – PERFORMANCE SCHEDULE	
	ATTACHMENT 2 – UTILITY RELOCATION SERVICES	
	ATTACHMENT 3 – CONSTRUCTION ADMINISTRATION SERVICES	
EXHIBIT 4	EQUAL OPPORTUNITY IN EMPLOYMENT	32
EXHIBIT 5	INSURANCE REQUIREMENTS	33
EXHIBIT 6	ETHICS AFFIDAVIT	34
	ATTACHMENT 1 KEY CONTRACTING PERSONS LIST	
EXHIBIT 7	HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS	37
APPENDIX A	SCOPE OF SERVICES	38
APPENDIX B	CONSULTANT’S QUALIFICATIONS STATEMENT	42

provides to Consultant. Consultant may rely on professional sealed documents to the extent that the original professional would have been held liable for the information contained in those documents, in accordance with industry standard practice. Information provided in record or as-built documents that is critical to the current design work should be field-verified by Consultant in accordance with his professional judgment. Consultant may rely on other Project information provided by County, such as program data or design criteria, in accordance with industry standards, unless this Agreement provides otherwise.

- 1.5 If the County Project Manager observes or otherwise becomes aware of any fault or defect in the Work Product, as defined in Section 7, the County Project Manager will give prompt written notice of the fault or defect to Consultant. Consultant shall correct any such fault or defect at no cost to County.
- 1.6 The Travis County Commissioners Court orders this Agreement for professional engineering services exempt from the County Purchasing Act pursuant to Texas Local Government Code § 262.024(4) as an item for procurement of professional services.
- 1.7 Project Management; Key Personnel. Consultant shall provide management for the Project in accordance with the Organizational Chart set forth as **Appendix B**, attached to and made a part of this Agreement for all purposes. Personnel included in the Organizational Chart shall be considered "Key Personnel" for purposes of this Project. Except in the event that the Key Personnel individual is no longer employed by (or otherwise under the direction and control of) Consultant, none of the Key Personnel may be withdrawn from the Project without County's prior written approval; provided, however, Consultant shall have the right to change Key Personnel if Consultant complies with the following conditions: (1) Consultant provides County with at least fifteen (15) business days prior written notice that Consultant intends to replace a Key Personnel individual; (2) the notice is accompanied by a copy of the resume of any proposed replacement Key Personnel, together with documentation demonstrating that the proposed replacement has equal or greater experience and qualifications than the original Key Personnel individual; and (3) Consultant permits County to interview the proposed replacement Key Personnel individual for the purpose of satisfying itself that the proposed replacement is acceptable. County will notify Consultant within seven (7) days of conducting the interview of any objection to the proposed replacement, and will either request additional assurances regarding the proposed replacement or require Consultant to submit the name and qualifications of another replacement Key Personnel individual. Such process will continue until Consultant proposes a replacement Key Personnel individual acceptable to County. County agrees not to unreasonably withhold such acceptance. In the event a Key Personnel individual leaves the employment of Consultant unexpectedly and without advance notice, Consultant will immediately notify County upon learning of the departure and will comply with the requirements of this section.

SECTION 2 BASIC SERVICES OF CONSULTANT

- 2.1 Consultant shall be responsible for the complete design and documentation of the work

described or referenced in this Agreement, and shall prepare the Work Product, which must be acceptable to the County Project Manager. Consultant shall also serve as County's professional consultant during the Project phases to which this Agreement applies, and shall consult with and give advice to County during the performance of the Project.

2.2 Consultant shall perform the "Basic Services," which means:

2.2.1 all elements of labor, materials and equipment required for the Project, which must be rendered to the satisfaction of the County Project Manager and the Commissioners Court and in accordance with the requirements, policies, and standard practices of Travis County;

2.2.2 the detailed Scope of Services for the Project as specified in **Appendix A**, attached to and made a part of this Agreement for all purposes (the "Scope of Services");

2.2.3 the Work Product, as defined herein, which Consultant shall submit to County for review at regular intervals, as specified in the Project Schedule to be provided by Consultant. The requirements applicable to the Project Schedule are specified in Exhibit 3.

2.3 Consultant shall use all applicable codes in performing the Basic Services for the Project. The standards, codes, specifications, or other technical, design or professional requirements that apply to this Project are the latest edition in effect on the date on which this PSA is executed, unless Consultant and County expressly agree otherwise. The applicable codes for this Project include, but are not limited to:

- a. International Building Code
- b. National Fire Code
- c. National Plumbing Code
- d. National Mechanical Code
- e. City of Austin Energy Guidelines/Codes, or applicable electric service provider's guidelines/codes
- f. Travis County Design Standards for Construction of Streets and Drainage in Subdivisions
- g. AASHTO A Policy on Geometric Design of Highways and Streets
- h. Texas Manual of Uniform Traffic Control Devices for Streets and Highways (current edition and revisions)
- i. Texas Department of Transportation Construction Manual
- j. City of Austin Drainage Criteria Manual (current version and updates)
- k. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets and Bridges, 2004
- l. National Environmental Policy Act (NEPA)
- m. Architectural Barriers, Texas Department of Licensing and Regulation
- n. Americans with Disabilities Act (ADA) Regulations
- o. Army Corps of Engineers Regulations
- p. Edwards Aquifer Regulations
- q. Texas Commission on Environmental Quality applicable regulations

- 2.4 As part of the Basic Services, Consultant shall report to the County any suspected hazardous materials in the areas of proposed construction. Hazardous materials assessment and abatement work will be provided by County under separate contract.

SECTION 3 CONSTRUCTION COST

- 3.1 The construction cost is the total cost to County of all elements of the Project designed or specified by Consultant (the "Construction Cost").
- 3.2 The Construction Cost includes the cost, at current market rates, including a reasonable allowance for overhead and profit: (i) of labor, materials and any equipment that the Consultant has designed, specified, selected, or specially provided for Consultant; and (ii) of permitting fees and other fees and charges required by the City of Austin or other governmental authorities. The Construction Cost does not include the compensation of Consultant or other consultants.
- 3.3 Detailed estimates of the Construction Cost prepared by Consultant represent Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Consultant nor County has control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding, market, or negotiating conditions.
- 3.4 Consultant may include contingencies for design, bidding, and price escalation to determine what materials, equipment, component systems, and types of construction are to be included in the Work Product, and may include in the Work Product alternate bids to adjust the Construction Cost to the fixed limit.
- 3.5 If the Bidding Phase (as described in the Scope of Services) has not commenced within one (1) month after Consultant submits the Work Product for that phase to County, Consultant shall adjust any Project budget or fixed limit of Construction Cost, if directed by County. This adjustment work will be considered an Additional Service, as defined in Section 4, if the delay was not caused by Consultant. The adjusted Project budget or fixed limit will reflect any change in the general level of prices in the construction industry between the date of submission of the Work Product and the date on which bids are sought.
- 3.6 If the Project budget or fixed limit of Construction Cost is exceeded by the lowest responsible bid, County may:
- (1) approve, in writing, an increase in the Project budget or fixed limit;
 - (2) authorize rebidding of the Project within a reasonable time;
 - (3) terminate this Agreement and abandon the Project; or
 - (4) revise the scope of the Project to reduce the Construction Cost.
- 3.7 If County chooses to proceed under clause 3.6(4), above, Consultant, without additional compensation, shall modify the documents that Consultant is responsible for preparing under

the Basic Services portion of this Agreement, as necessary to comply with the fixed limit.

- 3.8 Consultant shall estimate the total Project budget, including reimbursables, contingencies, permit fees, and agency fees. The budget may not include: (1) hazardous material testing and removal, if any is required; or (ii) any costs for furniture, fixtures and equipment, unless otherwise provided in this Agreement. As part of the Basic Services, Consultant shall report to the County any suspected occurrence of hazardous materials in the areas of proposed remodeling or other construction work. Hazardous materials abatement work will be provided by County under separate contract.

SECTION 4 COMPENSATION AND PAYMENT SCHEDULE

- 4.1 In consideration of Consultant's performance of the Basic Services, Consultant will receive the Basic Services compensation described in Exhibit 1. County will pay the Basic Services compensation in accordance with the payment schedule specified in Exhibit 1.
- 4.2 For the performance of services not specifically described in the Basic Services (the "Additional Services"), Consultant will receive the Additional Services compensation described in Exhibit 1.
- 4.3 The County Project Manager will have authority to classify Consultant's services as "Basic or "Additional" services under this Agreement. The Project Manager may make this classification in consultation with the County Executive. In the event Consultant disagrees with the classification designated by the County Project Manager (and, if applicable, the County Executive), and those individuals are unable to resolve the disagreement directly, Consultant may refer the dispute to the Purchasing Agent, who will follow the procedures described in Paragraph 11.9.

SECTION 5 PERIOD OF SERVICE

- 5.1 Consultant shall perform the professional services described herein, whether "Basic" or "Additional" services, in accordance with the Project Schedule, attached to this Agreement as Exhibit 3. Consultant shall obtain County approval for any proposed modification to the Project Schedule.
- 5.2 This Agreement will become effective on the Effective Date, as defined on the signature page of this Agreement, and will remain in full force and effect for the period required for the complete design of, construction contract award for, and construction of the Project, including warranty periods and any extensions of time as provided in this Agreement (the "Project Completion Date"), unless sooner terminated as provided for in this Agreement.
- 5.3 If the performance by Consultant or County of either Party's obligations under this Agreement is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or

the act or conduct of any person or persons not a party to this Agreement, then that Party will be excused from such performance for a period of time that is reasonably necessary after such occurrence to remedy the effects of the occurrence. Upon the discovery of such an event, the Party whose performance is affected under this section shall notify the other Party, and the County Project Manager will call a special meeting to propose a program for resolution of the problem, and if necessary, to establish an estimated period of time of suspension or extension of the Project Completion Date. If Consultant makes a written request for an extension of time, the County Project Manager may grant the extension if the request is properly documented and justified by the circumstances.

SECTION 6 COORDINATION WITH COUNTY

- 6.1 The Travis County Purchasing Agent (the "Purchasing Agent") acts as County's overall contract administrator. The Purchasing Agent may designate representatives to transmit and receive information. Consultant shall not commence work until the County Project Manager has thoroughly briefed Consultant on the scope of the Project. Consultant shall not commence work on the Project until receipt of a written notice to proceed issued by the Purchasing Agent upon the recommendation of the County Executive (the "Notice to Proceed"). Consultant shall not commence work on any subsequent phase of the Project, as such phases are described in the Scope of Services, until receipt of a written Notice to Proceed, which will be issued by the County Executive. The County Executive will copy the Purchasing Agent on all Notices to Proceed issued for subsequent Project phases.
- 6.2 At the beginning of each Project phase, and before written authorization to proceed with that phase is issued, Consultant shall submit to the County Project Manager the Project Schedule, as updated and adjusted as required for each phase. In addition, Consultant shall make monthly progress reports with comparisons to the Project Schedule.
- 6.3 In addition to Consultant's obligations described in the Scope of Services pertaining to meetings, at intervals not to exceed thirty (30) days, Consultant shall arrange for and attend progress meetings with County representatives and, as applicable, representatives of any other governmental authority having jurisdiction over the Project, to explain and receive feedback on the work-in-progress.
- 6.4 Consultant shall furnish all available data and reasonable assistance necessary to comply with established application, review, and approval processes for any permits, grants, or planning advances required for the Project. Consultant shall familiarize himself, and comply, with established application, review, and approval processes as necessary to ensure that reasonable compliance will cause no delay to the Project Schedule.
- 6.5 For the duration of the Agreement term, Consultant shall be responsible for advising County whether in Consultant's judgment it is feasible to proceed with the Project given any constraints affecting the Project.

- 6.6 Consultant shall cooperate and coordinate with County's staff and other consultants and contractors as reasonable and necessary in performance of this Agreement and as required by the County Executive, the County Project Manager, and the Purchasing Agent.

SECTION 7 WORK PRODUCT

- 7.1 The term "Work Product" means any reports, drawings, plans, specifications and any other documents created, obtained or assembled in connection with performance of this Agreement and with the services rendered in connection with the Project, including but not limited to any and all deliverables for each phase of the Project as described in the Scope of Services.
- 7.2 Consultant shall submit the Work Product for each phase of the Project on or before the dates specified in the Project Schedule. Upon receipt of the Work Product, County will check the submission for completion. A "Complete" submission means that all items listed, referenced and otherwise described in this Agreement relating to that phase of the Project have been included.
- 7.3 If the submission is Complete, County will notify Consultant and County's Technical Review Process, as defined in this Section, will begin. If the submission is incomplete, County will notify Consultant, who shall perform any professional services that are required to complete the Work Product for that phase. Consultant shall then resubmit the Work Product to County.
- 7.4 County's "Technical Review Process" means County's review of the Complete Work Product for substantial compliance with the technical specifications and requirements included in the Basic Services. If necessary, County will return the Complete Work Product to Consultant, who shall perform any professional services required for such compliance and resubmit the Complete Work Product to County.
- 7.5 The process described in paragraph 7.3 and 7.4 will be repeated until the Work Product is accepted by County. "Acceptance" means that in the County Project Manager's opinion, substantial compliance with the technical specifications and requirements has been achieved.
- 7.6 After Acceptance, Consultant shall perform any required modifications, corrections, redesigns, and additional work as requested by County and any other governmental entities having jurisdiction over the Project and as necessary to receive final approval by the County Project Manager. "Approval" means formal written recognition by County that the Work Product for that phase is Complete and that compliance with the technical specifications and requirements has been fully achieved.
- 7.7 The County Project Manager will have authority to classify Consultant's services as "Complete", "Accepted", or "Approved" under this Agreement. The Project Manager may make this classification in consultation with the County Executive. In the event Consultant disagrees with the classification designated by the County Project Manager (and, if applicable, the County Executive), and those individuals are unable to resolve the disagreement directly, Consultant

may refer the dispute to the Purchasing Agent, who will follow the procedures described in Paragraph 11.9.

SECTION 8 REVISION TO WORK PRODUCT

- 8.1 After Approval by County of the Work Product for each Project phase, Consultant shall, without additional compensation, perform any professional services required as a result of Consultant's development of the Work Product that County has found to be in error or omission. In addition, if it is necessary to revise the Work Product in order to make the Project constructible, Consultant shall do so without additional compensation. However, after Approval by County, any revisions, additions, or other modifications made at County's request for the convenience of County that require Consultant to perform extra services and incur additional expenses will entitle Consultant to additional compensation for such extra services and expenses. This compensation will be paid as Additional Services in accordance with Exhibits 1 and 2. Consultant must obtain County's written authorization for Additional Services in advance in accordance with Exhibit 1.

SECTION 9 REIMBURSABLE EXPENSES

- 9.1 "Reimbursable Expenses" means expenses in addition to the compensation for Basic Services or Additional Services specified in Exhibits 1 and 2. Reimbursable Expenses includes actual expenditures made by Consultant in the interest of the Project for the expenses listed below:
- 9.1.1 Expense of reproductions, plotting of drawings, and/or other documents for other than the in-house use of Consultant. Postage, delivery expenses, and mileage for the Work Product(s) are also allowable as Reimbursable Expenses;
- 9.1.2 Expense of review and permitting fees as required by governmental authorities having jurisdiction over the Project.
- 9.2 Unless this Agreement has been amended or modified as provided in this Agreement, the payments made for each of the above-listed categories of Reimbursable Expenses may not exceed the amount shown in Exhibit 1.
- 9.3 County will pay Reimbursable Expenses monthly upon presentation of Consultant's statement of services rendered or expenses incurred. Consultant shall submit receipts for all reimbursable expenses with each invoice. County does not reimburse for sales taxes paid by Consultant. Consultant may obtain a Tax Exempt Certificate from the Travis County Purchasing Office.

SECTION 10 SUSPENSION AND TERMINATION OF AGREEMENT

- 10.1 SUSPENSION. County may suspend performance of this Agreement at any time for any reason without terminating this Agreement by giving Consultant written Notice of Suspension

(a "Notice of Suspension"). The "Effective Date of Suspension" will be the date on which Consultant receives the Notice of Suspension, and the Suspension Period will begin on this date. Performance may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of Consultant's receipt of written notice of reinstatement from County. Upon the Effective Date of Suspension, Consultant shall follow the procedures described below:

10.1.1 Upon receipt of a Notice of Suspension, Consultant shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the Effective Date of Suspension. Consultant shall prepare copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the Effective Date of Suspension, including but not limited to the Work Product, for possible delivery to County upon County's request.

10.1.2 During the Suspension Period, Consultant may submit the above-referenced statement to County for payment of the approved services actually performed under this Agreement, less previous payments.

10.2 TERMINATION FOR CONVENIENCE. County reserves the right to terminate this Agreement for reasons other than default by Consultant, including for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order, by delivering to Consultant a written notice (a "Notice of Termination for Convenience"), which will take effect on the tenth day following receipt by Consultant ("Termination for Convenience"). In the event of Termination for Convenience, County and its officials, agents and representatives will not be liable for loss of any profits.

10.2.1 Upon receipt of a Notice of Termination for Convenience and prior to the effective date of termination, Consultant shall, unless the Notice of Termination for Convenience otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination for Convenience, Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.

10.2.2 Consultant shall deliver to County copies of all completed or partially completed designs, plans, specifications and other Work Product prepared under this Agreement prior to the effective date of termination as a precondition to any final payment due under this Agreement.

10.2.3 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.

10.2.4 Consultant's failure to submit the required statement described in paragraph 10.2.1 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.

10.3 TERMINATION FOR DEFAULT. Either Party may terminate this Agreement for the failure of the other Party to perform any provisions of this Agreement, through no fault of the terminating Party ("Termination for Default") by delivering written notice of termination (a "Notice of Termination for Default") to the defaulting Party. The Notice of Termination for Default shall take effect on the tenth day following receipt by the defaulting Party. In the event of Termination for Default, County and its officials, agents and representatives will not be liable for loss of any profits.

Termination by Consultant:

10.3.1 In the event Consultant exercises its right to terminate for default by County, within thirty (30) days after receipt by County of Consultant's Notice of Termination for Default, Consultant shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.

10.3.2 Consultant shall deliver to County copies of all completed or partially completed designs, plans, specifications and other Work Product prepared under this Agreement prior to the effective date of termination as a precondition to any final payment due under this Agreement.

10.3.3 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.

10.3.4 Consultant's failure to submit the required statement described in paragraph 10.3.1 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.

Termination by County:

10.3.5 Upon receipt by Consultant of a Notice of Termination for Default and prior to the effective date of termination, Consultant shall, unless the Notice of Termination otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination for Default, Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.

10.3.6 Consultant shall deliver to County copies of all completed or partially completed designs, plans, specifications and other Work Product prepared under this Agreement

prior to the effective date of termination as a precondition to any final payment due under this Agreement.

10.3.7 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.

10.3.8 Consultant's failure to submit the required statement described in paragraph 10.3.5 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.

10.4 All references to time in this Agreement will be measured in calendar days unless otherwise specified.

SECTION 11 CONSULTANT'S RESPONSIBILITY AND LIABILITY

11.1 Consultant covenants to undertake no task for which a professional license or certificate is required unless Consultant or someone under Consultant's direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, Consultant shall inform County of such event within five (5) working days.

11.2 Consultant shall be responsible for conformance with applicable federal and state laws, County permitting requirements, and city ordinances currently in effect.

11.3 Acceptance and Approval of the Work Product by County will not release Consultant of any responsibility or liability for the accuracy and competency of Consultant's designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither Acceptance nor Approval by County will be an assumption of responsibility or liability by County for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by Consultant.

11.4 Notwithstanding anything in this Agreement to the contrary, Consultant shall perform all services and responsibilities required of Consultant under this Agreement using at least that standard of care that a reasonably prudent Consultant in Travis County, Texas, would use in similar circumstances. Consultant shall perform the duties set forth in this Agreement in a professional manner and nothing in this Agreement will be construed to relieve Consultant of this duty.

11.5 Upon County's request, Consultant shall immediately remove from association with the Project any employee of Consultant who, in the opinion of County, is incompetent or whose conduct becomes detrimental to the work or coordination with County.

11.6 Consultant shall place his Texas Professional Consultant's seal of endorsement on all documents and engineering data furnished to County, as required by law.

11.7 Consultant is an independent contractor under this Agreement. Neither Consultant nor any

officer, agent, servant, or employee of Consultant will be classified as an employee or servant of County.

11.8 INDEMNIFICATION. CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AND ITS OFFICIALS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, SUITS, AND LIABILITY OF ANY KIND, WHETHER MERITORIOUS OR NOT, INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING IN WHOLE OR IN PART FROM ANY NEGLIGENT ACT, NEGLIGENT ERROR, OR NEGLIGENT OMISSION OF CONSULTANT OR ANY OF CONSULTANT'S EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS ON ACCOUNT OF, ARISING OR RESULTING FROM, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF THIS AGREEMENT.

11.8.1 If any person, firm, corporation or other entity makes or brings any claim, or other action, against Consultant that relates to Consultant's performance under this Agreement, including proceedings before an administrative agency, Consultant shall give written notice to County of the following information:

- (i) the existence of the claim, or other action, within ten (10) working days after being notified of it;
- (ii) the name and address of the person, firm, corporation, or other entity that made a claim, or that instituted any type of action or proceeding;
- (iii) the alleged basis of the claim, action or proceeding;
- (iv) the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
- (v) the name or names of any person against whom this claim is being made.

11.8.2 Except as otherwise directed, Consultant shall furnish to County copies of all pertinent papers received by Consultant with respect to these claims or actions and all court pleadings related to the defense of these claims or actions.

11.9 CONTRACT ADMINISTRATION; UNRESOLVED DISPUTES. The Purchasing Agent acts as the County representative in the administration of this Agreement. In case of an unresolved dispute, any document, notice, or correspondence not issued by or to the Purchasing Agent, or other authorized County person, is void unless otherwise stated in this Agreement. If Consultant does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, relating to the unresolved dispute, Consultant must submit a written notice to the Purchasing Agent, or other authorized County person, within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. Consultant may finally

appeal the decision of the Purchasing Agent, in writing, to the Travis County Commissioners Court, whose decision shall be final and binding.

SECTION 12 OWNERSHIP OF DOCUMENTS

- 12.1 Consultant shall furnish County with Work Product as requested, whether or not it is complete at the end of the Project, or upon suspension or termination of this Agreement, as provided in this Agreement. Consultant may retain copies of the Work Product for Consultant's records.
- 12.2 The Work Product, and any other documents, including estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by Consultant in performance of this Agreement, together with all intellectual property and proprietary rights in and to all such documents, will upon creation become the sole and exclusive property of County. Upon completion of the Project, Consultant shall deliver all such documents to County in an organized fashion. Consultant may retain a copy.
- 12.3 Any reuse by Consultant of any such documents described in paragraphs 12.1 and 12.2 without the specific and prior written consent of County will be at Consultant's sole risk and without liability or legal exposure to County.
- 12.4 Consultant will not be responsible for any use or any modifications to the documents described in paragraphs 12.1 and 12.2 made by any other entity, unless Consultant has given his specific written consent.

SECTION 13 MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

- 13.1 Consultant agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the Project, together with documentation of evaluations and study results for a period of five years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- 13.2 Consultant further agrees that County and its duly authorized representatives will have access to any and all books, documents, papers and records of Consultant that are directly pertinent to the services performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

SECTION 14 MISCELLANEOUS

- 14.1 VENUE. This Agreement is governed by and will be construed in accordance with the laws of the United States of America and the State of Texas, and all obligations under this Agreement are performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.
- 14.2 SEVERABILITY. If a court of competent jurisdiction rules any portion or portions of this

Agreement invalid, illegal, or unenforceable in any respect, the remainder of it shall remain valid and binding.

14.3 EQUAL OPPORTUNITY IN EMPLOYMENT. Consultant agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit 4.

14.4 CERTIFICATION OF CONSULTANT. Consultant certifies that neither Consultant nor any members of Consultant's firm has:

14.4.1 Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for Consultant) to solicit or secure the services provided by this Agreement.

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

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

Consultant agrees that County may furnish this certification to any local, state or federal governmental agencies in connection with this Agreement and with those portions of the Project involving participation of agency grant funds. Consultant agrees that this certification is subject to all applicable state and federal, criminal and civil laws.

14.5 NOTICE. Any notice required or permitted to be given under this Agreement by one Party to the other must be in writing. The notice will 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. The notice will be given and deemed to have been given 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 set forth in this section.

The address of County for all purposes under this Agreement, unless such notice is specifically directed otherwise, is:

COUNTY: Cyd V. Grimes, C.P.M., CPPO (or 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):

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

The address of Consultant for all purposes under this Agreement, unless such notice is specifically directed otherwise, is:

CAS Consulting & Services, Inc.
Attn: Lino Rivera, P.E.
7908 Cameron Rd
Austin, Texas 78754

14.6 INSURANCE. Consultant agrees during the performance of the services under this Agreement to comply with the insurance requirements specified in Exhibit 5.

14.7 FORFEITURE OF AGREEMENT. Consultant shall forfeit all benefits of this Agreement and County will retain all performance by Consultant and recover all consideration, or the value of all consideration, paid to Consultant pursuant to this Agreement if:

- (i) Consultant was doing business at the time of submitting its Qualifications Statement or had done business during the 365-day period immediately prior to the date on which its Qualifications Statement was due with one or more Key Contracting Persons; or
- (ii) Consultant does business with a Key Contracting Person after the date on which the Qualifications Statement that resulted in this Agreement and prior to full performance of this Agreement.

14.7.1 "Was doing business" and "has done business" mean:

- (a) Paying or receiving in any calendar year any money valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
- (b) 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:

- (c) any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public;
- (d) 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 Consultant in the ordinary course of its business; or

- (e) a transaction for a financial service or insurance coverage made on behalf of Consultant if Consultant is a national or multinational corporation by an agent, employee or other representative of Consultant who does not know and is not in a position that he or she should have known about this Agreement.

14.7.2 "Key Contracting Person" means any person or business listed in listed in Attachment 1 to Exhibit 6.

14.8 PURCHASE ORDER. Consultant and its contractors, subcontractors and vendors shall provide goods and services using the purchase order method. The designated representative of the Travis County Purchasing Office will assign a purchase order number. Consultant and its contractors, subcontractors and vendors shall reference the Agreement number and the purchase order number on all invoices to the [Travis County Transportation and Natural Resources Department *or* Facilities Management Department]. The terms and conditions contained elsewhere in this Agreement will prevail over different or contrary terms in any purchase order. All invoices submitted by Consultant and its contractors, subcontractors, and vendors must reference the purchase order number on the invoice. County will not pay invoices that are in excess of the amount authorized by the purchase order.

14.9 PAYMENTS. County will make payment by check or warrant upon satisfactory delivery and acceptance of items and submission of a correct and complete invoice to the address below for orders placed by the Purchasing Agent, as indicated on Purchase Orders.

Travis County Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78767

In order to be considered "correct and complete," an invoice must include at least the following information:

- 14.9.1 name, address, and telephone number of Consultant and similar information in the event payment is to be made to a different address;
- 14.9.2 County Agreement, Purchase Order, or Delivery Order number;
- 14.9.3 identification of items or services as outlined in the Agreement;
- 14.9.4 quantity or quantities, applicable unit prices, total prices, and total amount, and
- 14.9.5 any additional payment information that may be called for by this Agreement.

Consultant shall also submit a statement with each invoice showing the percentage completion of the work to date, as well as any additional written information requested by County to document the progress of the work.

- 14.10 DISBURSEMENTS TO PERSONS WITH OUTSTANDING DEBTS PROHIBITED. 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 Consultant to the State, County or a salary fund, a warrant may not be drawn on a County fund in favor of Consultant, or an agent or assignee of Consultant until:
- 14.10.1 the County Treasurer notifies Consultant in writing that the debt is outstanding;
and
 - 14.10.2 the debt is paid.
 - 14.10.3 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with County.
 - 14.10.4 County may apply any funds County owes Consultant to the outstanding balance of debt for which notice is made under section 14.10 above, if the notice includes a statement that the amount owed by County to Consultant may be applied to reduce the outstanding debt.
- 14.11 INTEREST ON OVERDUE PAYMENTS. Chapter 2251 of the Texas Government Code will govern accrual and payment of interest on overdue payments.
- 14.12 PROPERTY TAXES. Notwithstanding anything to the contrary in this Agreement, if Consultant is delinquent in the payment of property taxes at the time of providing the services rendered under this Agreement, Consultant assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.
- 14.13 TAXPAYER IDENTIFICATION. Consultant 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 under this Agreement.
- 14.14 SUCCESSORS AND ASSIGNS. This Agreement will be binding on and inure to the benefit of County and Consultant and their respective successors, executors, administrators, and assigns. Neither County nor Consultant may assign, sublet, or transfer its interest in or obligations under this Agreement without the written consent of the other party. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO ASSIGN THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

14.15 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM REPORTING REQUIREMENTS.

14.15.1 HUB Program Requirements.

14.15.1.1 In consideration of award of this Agreement to Consultant, Consultant agrees to maintain a subconsultant relationship with any HUB Subconsultants identified on the HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION Form provided with Consultant's Qualifications Statement and attached to this Agreement as Exhibit 7. Consultant shall make good faith efforts to meet or exceed the HUB participation goals in the Professional Services category for an overall 15.8% for Minority-Owned Business Enterprises (MBE) and an Overall 15.8% for Woman-Owned Business Enterprises (WBE). *(Sub-goals: 1.9% African-American, 9.0% Hispanic-American, 4.9% Native/Asian-American)* of the Agreement Sum. For purposes of this Agreement, all references to "HUB" mean "certified HUB." To be considered as a "certified HUB," the subconsultant must have been certified by, and hold a current and valid certification with, any of the following three agencies: (1) The State of Texas; (2) the City of Austin; or (3) the Texas Unified Certification Program. Minimum good faith efforts include, to the extent practical and consistent with standard and prudent industry practices, the following:

- (a) dividing the Work into the smallest feasible portions, to allow for maximum HUB subconsultant participation;
- (b) providing to HUBs that exhibited genuine interest in bidding on a subcontract adequate information regarding the Project (i.e. plans, specifications, scope of work, bonding and insurance requirements and a point of contact within Consultant's organization);
- (c) notifying, in writing, three or more HUBs for each scope of work, allowing no less than five working days prior to bid submission, of the planned work to be subcontracted;
- (d) providing notice of opportunities to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the information to their members/participants.

14.15.1.2 Consultant may go beyond the good faith efforts listed above when soliciting HUB subconsultants.

14.15.2 Subcontractor/Subconsultant Tracking Software System.

14.15.2.1 The Travis County Purchasing Office has implemented an electronic subcontracting/subconsulting reporting system (the "Subcontractor Tracking Software System" or the "System") to assist the Travis County Purchasing Office in monitoring, tracking and reporting payments to Subcontractors/subconsultants. County understands and believes, based on discussions with representatives of the System vendor and review of documentation accompanying the System, that: (i) the System provides a paperless environment in which transactions are electronically stored and routed;

“Payment” and “Payment Verification” alerts are provided by e-mail and fax; (ii) the System will facilitate electronic Subcontractor/subconsultant diversity management, which in turn will improve auditing while cutting costs and shortening the audit cycle from months to hours; (iii) the System will eliminate standard forms and streamline the current manual process of tracking payments to all first-tier Subcontractors/subconsultants by performing all such tracking procedures electronically; and (iv) the System will serve as a tool to improve efficiency, accountability, data accuracy, transparency, and overall communication.

14.15.2.2 Consultant shall designate, and shall require all Subcontractors/subconsultants to designate, a liaison responsible for handling all Subcontractor Tracking Software System reporting. On a monthly basis, Consultant shall record and submit electronically payments made to all Subcontractors/subconsultants for work completed through the end of the previous pay period; such electronic recording and submission must be completed no later than the 15th day after such payments are made. Consultant shall contractually require all Subcontractors/subconsultants to verify payments by entering such payment data in the System no later than 10 days following the day on which Consultant enters the Subcontractor/subconsultant payment information as required in this Agreement. Consultant shall attempt to resolve any payment discrepancies or disputes in good faith. Consultant shall not receive credit towards the HUB, M/WBE and DBE participation goals until reported payments have been verified by entering the payment data into the System as described in this Agreement or by providing to County payment documentation satisfactory to County.

14.15.2.3 Consultant shall report payment information pertaining to each Subcontractor/subconsultant that includes, but is not limited to, business name, certification status, work assignment, original subcontract sum, payment number, percentage and dollars paid during the reporting period. A “Comment” field is available for entering additional information and comments and includes the ability to attach documents.

14.15.2.4 Failure by Consultant to furnish the information required of it described in this paragraph 14.15.2 may result in cancellation of the contract award and Agreement termination in accordance with the procedures set forth in this Agreement. Additionally, if County determines that Consultant is in default of these mandatory reporting requirements, County may consider such conduct against Consultant in the evaluation of future contracts between Consultant and County.

14.15.2.5 Consultant shall register, and shall contractually require all Subcontractors/subconsultants to register, with a username and password. Training on how to use the System will be provided by Travis County Purchasing Office HUB staff.

14.15.2.6 County understands and believes that the Subcontractor Tracking Software System will assist County in ensuring compliance with the County's HUB

Program, and that the System will allow County staff to closely monitor Consultant and all Subcontractors/subconsultants performing work on the Project. Travis County Purchasing Office HUB staff will conduct periodic post-award compliance reviews to verify that Subcontractors/subconsultants listed by Consultant performed the work and received payment.

14.15.2.7 During the term of this Agreement, Consultant is encouraged to inform County of any problems anticipated or encountered, and of any other concerns, regarding the utilization of HUBs, M/WBEs and DBEs.

14.15.2.8 Other information tracked by the System includes increases or decreases in Subcontractor/subconsultant work assignments, percentage of HUB goal achieved, and substitutions. When substituting a Subcontractor/subconsultant, Consultant is highly encouraged to utilize HUBs, M/WBEs and DBEs. Consultant shall notify County of any substitutions or changes to Subcontractors/subconsultants in accordance with the procedures described in the System. Such notice shall be sent electronically to the Purchasing Agent or HUB Program Coordinator. County may request Consultant to provide evidence that it made a good faith effort to substitute another HUB, M/WBE or DBE Subcontractor/subconsultant but was unable to do so. Approval turnaround time will be within 24 – 48 hours. If Consultant has difficulty in locating HUB, M/WBE or DBE Subcontractors/subconsultants, it should contact the Travis County Purchasing Office HUB staff at (512) 854-4561 or (512) 854-4852.

14.15.2.9 County understands and believes that other notifications automatically generated by the Subcontractor Tracking Software System include the following: User Registration/Password, Contract Award Notifications, Audit Reminders, Unresponsive HUB Subcontractors, Discrepancy Notifications, HUB Subcontractor Change Requests, Payment Verifications, Vendor Information Verification Notices, Not Meeting the Goals Notification and Contract Closeout. Some notifications listed may include response deadlines.

- 14.16 FUNDING OUT. Despite anything to the contrary in this Agreement, if, during budget planning and adoption, the Commissioners Court fails to provide funding for this Agreement for the following fiscal year of Travis County, County may terminate this Agreement after giving Consultant thirty (30) days written notice that this Agreement is terminated due to the failure to fund it.
- 14.17 NON-WAIVER OF DEFAULT. No payment, act, or omission by County will constitute or be construed as a waiver of any breach or default of Consultant that then exists or that may subsequently exist. All rights of County under this Agreement are specifically reserved and any payment, act or omission will not impair or prejudice any remedy or title to County under it. Any right or remedy in this Agreement will not preclude the exercise of any other right or remedy under this Agreement or under any law, except as expressly provided in this Agreement, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

- 14.18 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 Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.
- 14.19 OFFICIALS NOT TO BENEFIT. If a member of the Commissioners Court belongs to a cooperative association, County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.
- 14.20 CONSULTANT CERTIFICATIONS:
- 14.20.1 Consultant certifies that Consultant (i) is a duly qualified, capable and otherwise bondable business entity; (ii) is not in receivership and does not contemplate same; (iii) has not filed for bankruptcy, and is not currently delinquent with respect to payment of property taxes within Travis County; and (iv) is duly licensed in the State of Texas to perform the work described in this Agreement.
- 14.20.2 Consultant further represents and warrants that: (i) all applicable copyrights, patents and licenses that may exist on materials used in this Agreement have been adhered to; and (ii) County will not be liable for any infringement of those rights and any rights granted to County will apply for the duration of this Agreement. Consultant shall indemnify County and 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 of copyrights applicable to materials used in this Agreement.
- 14.21 CIVIL RIGHTS/ADA COMPLIANCE. Consultant shall provide all services and activities required in a manner that would comply 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] as if Consultant were an entity bound to comply with these laws. Consultant shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.
- 14.22 GRATUITIES. County may terminate this Agreement if it is found that gratuities of any kind, including entertainment or gifts, were offered or given by Consultant, or any agent or representative of Consultant, to any County official or employee with a view toward securing favorable treatment with respect to this Agreement. If this Agreement is

terminated by County pursuant to this provision, County will be entitled, in addition to any other rights and remedies, to recover from Consultant at least three times the cost incurred by Consultant in providing the gratuities.

- 14.23 MONITORING. County reserves the right to perform periodic on-site monitoring of Consultant's compliance with the terms of this Agreement and of the adequacy and timeliness of Consultant's performance under this Agreement. After each monitoring visit, County will provide Consultant with a written report of the monitor's findings. If the report notes deficiencies in Consultant's performance under the terms of this Agreement, it will include requirements and deadlines for the correction of those deficiencies by Consultant. Consultant shall take action specified in the monitoring report prior to the deadlines specified.
- 14.24 INCORPORATION OF EXHIBITS AND ATTACHMENTS. All of the exhibits, attachments, and appendices referred to in this Agreement are incorporated by reference as if set forth verbatim in this Agreement.
- 14.25 ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between County and Consultant and supersedes all prior negotiations, representations, or agreements, either oral or written.
- 14.26 TEXAS PUBLIC INFORMATION ACT. Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by County or any of its officials, employees, agents or representatives in connection with this Agreement will be subject to the provisions of the Texas Public Information Act and all legal authorities relating to that Act, including but not limited to opinions, decisions and letter rulings issued by the Texas Attorney's General Office.
- 14.27 CERTIFICATION OF ELIGIBILITY. This provision applies if the Total Agreement Sum specified in Exhibit 1 exceeds \$25,000.00. Consultant certifies that at the time of submission of its proposal to perform the Project services, Consultant was not on the federal government's list of suspended, ineligible, or debarred contractors. If Consultant has been placed on the list between the time of submission of its proposal to perform the Project services and contract award, Consultant shall notify the Purchasing Agent. If Consultant fails to do so, County may terminate this Agreement for default.
- 14.28 AMENDMENT. The Parties may amend this Agreement only by written instrument signed by both Parties. CONSULTANT EXPRESSLY ACKNOWLEDGES THAT NO OFFICER, AGENT, REPRESENTATIVE OR EMPLOYEE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF THIS AGREEMENT UNLESS THE COMMISSIONERS COURT HAS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY.
- 14.29 ENTITY STATUS. By my signature below, I certify that Consultant is a Texas corporation, duly incorporated under Texas law and doing business in the State of Texas.

EXHIBIT 1
COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS

SECTION 1 – COMPENSATION FOR BASIC SERVICES

1.1 The fixed fee for the performance of the Basic Services will be the sum of (\$88,692.49).

1.1.1 Unless the Parties have amended or modified this Agreement as provided in this Agreement, the payments for the phases described below will be:

(i)	Work Product 1 – 50% Design	\$47,231.59
(ii)	Work Product 2 – 100% Design	\$38,474.36
(iii)	Work Product 3 – Bid Phase	\$2,986.54

TOTAL: **\$88,692.49**

SECTION 2 - FIXED FEE

2.1 Consultant and County acknowledge the fact that the fixed fee is the total cost of the Basic Services to be rendered under this Agreement. This fixed fee is based upon the labor and non-labor costs, set forth in Exhibit 2 and described above, required in the performance of the various phases of work provided for under this Agreement.

SECTION 3 – COMPENSATION FOR ADDITIONAL SERVICES

3.1 “Additional Services” are defined as any services performed by Consultant not specifically described in the Basic Services (Section 2 of this Agreement).

3.2 For the performance of the Additional Services, County will pay Consultant under a written amendment to this Agreement; provided, however, that the performance of any Additional Services must be authorized in advance in writing by the Purchasing Agent upon the recommendation of the County Project Manager.

3.3 The basis of compensation for the services of principals and employees engaged in the performance of the Additional Services will be the hourly rates set forth in Exhibit 2.

3.4. County will compensate Consultant for the Additional Services unless the work comprising the Additional Services was made necessary by Consultant’s errors or omissions, in which case County will not compensate Consultant.

SECTION 4 – REIMBURSABLE EXPENSES

4.1 County will reimburse Consultant for non-labor expenses incurred in the performance of the

Basic Services under this Agreement, which are at invoice cost. Detailed requirements for Reimbursable Expenses are outlined in Section 9, Reimbursable Expenses.

Non-Labor reimbursable expenses: \$500.00

SECTION 5 –TOTAL AGREEMENT SUM

5.1 The Total Professional Services Agreement Sum, consisting of the Compensation for Basic Services fixed fee of \$88,692.49, plus the Not-to-Exceed Reimbursable Expenses Total specified in paragraph 4.1, above, of \$500.00, will not exceed \$89,192.49.

SECTION 6 –SCHEDULE OF PAYMENTS

6.1 Payments will be made on a monthly basis for work performed, as described in detail in the Scope of Services, within thirty (30) days of receipt of a correct and complete invoice, as defined in paragraph 14.10, by the Transportation and Natural Resources Department.

EXHIBIT 2
HOURLY RATES

BASIC SERVICES/ADDITIONAL SERVICES

Project Manager (\$188.96/Hr.)
Senior Eng Drainage Design (\$176.98.00/Hr.)
Project Engineer QA/QC Review (\$154.73.00/Hr.)
Project Eng Civil Design (\$146.64/Hr.)
Project Eng Drainage Design (\$105.73/Hr.)
CAD Tech (\$81.16/Hr.)
Admin (\$77.52/Hr.)

EXHIBIT 3

PROJECT SCHEDULE

- A. Consultant shall provide a detailed schedule of services, including a list of tasks and accompanying Work Product, to be performed for each phase described in the Scope of Services (the "Project Schedule"). At the beginning of each phase, the County Project Manager and Consultant will update and adjust the details of the Project Schedule and accompanying Work Product as may be required for each phase. The Project Schedule must allow sufficient time for the development of the Work Product in each phase to a level of quality and standard of completeness consistent with normal architectural/engineering practice. The Project Schedule must also allow sufficient time for the COUNTY's Technical Review Process.
- A.1 Consultant shall provide and maintain sufficient Project staffing levels necessary to produce the work in a timely and efficient manner consistent with the Project Schedule.
- A.2 The Project Schedule must be updated in the event that:
1. any County approval or decision is not made within the time frame specified in the Project Schedule;
 2. County makes a written request for a revision in the Work Product that is inconsistent with written approval or instructions previously given by County and due to causes beyond the reasonable control of Consultant;
 3. a force majeure event has occurred; and
 4. Consultant has not performed in accordance with the latest Project Schedule.
- A.3 If Consultant falls behind the Project Schedule by two or more weeks, then Consultant shall present the County Project Manager with a recovery plan that sets forth the remedial actions to be taken by Consultant. At its sole option, the COUNTY may withhold all or part of any payment due to Consultant until the Project Schedule is recovered.
- B. This Agreement will become effective upon the Effective Date and will remain in full force and effect until the Project Completion Date.
- C. Consultant shall complete all design work described in this Agreement, and shall submit its Work Product for all phases as described in the Scope of Services, except for Bid Phase Services, within **105 calendar days** from the date of receipt by Consultant of County's written Notice to Proceed.

Calculation of the **105** days specified in paragraph C, above, does not include any time period during which County maintains control of the Work Product or any other documents to be submitted under this Agreement for purposes that include but are not limited to performing the Technical Review Process described in Section 7 of this Agreement.

ATTACHMENT 1 TO EXHIBIT 3

PERFORMANCE SCHEDULE

WORK PRODUCT 1 – 60 CALENDAR DAYS UPON RECEIPT OF NTP.

WORK PRODUCT 2 - 45 CALENDAR DAYS UPON RECEIPT OF NTP.

WORK PRODUCT 3 - CALENDAR DAYS (TBD) UPON RECEIPT OF NTP.

TOTAL: 105 CALENDAR DAYS

EXHIBIT 4
EQUAL OPPORTUNITY IN EMPLOYMENT

- A. Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action must include, but not be limited to, the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Consultant shall send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of Consultant's obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. Consultant shall comply with the regulations of the United States Department of Transportation (49 CFR 21 and 23 CFR §710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor, including 41 CFR Part 60.
- E. Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto; and shall permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of Consultant's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Consultant may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. Consultant shall include the provisions of paragraphs (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended, so that such provisions shall be binding upon each subcontractor or vendor. Consultant shall take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by County or federal agency, Consultant may request County and United States to enter into such litigation to protect the interests of the United States.

EXHIBIT 5**INSURANCE REQUIREMENTS**

During the life of this Agreement, Consultant agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate, including coverage on the same for independent subcontractor(s). TRAVIS COUNTY MUST BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate. Consultant shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.

Consultant shall not commence any field work under this Agreement until Consultant has obtained all required insurance and such insurance has been approved by County. CONSULTANT shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained. Approval of the insurance by COUNTY shall not relieve or decrease the liability of Consultant under this Agreement.

The required insurance must be written by a company approved to do business in the State of Texas at the time the policy is issued. Consultant shall furnish County with a certification of coverage issued by the insurer. The insurance company will be subject to County's approval. Consultant must not cause any insurance to be canceled or permit any insurance to lapse. ALL INSURANCE CERTIFICATES MUST INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY WILL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

EXHIBIT 6

STATE OF TEXAS }
COUTNY OF TRAVIS }

ETHICS AFFIDAVIT

Date: 9/20/13
Name of Affiant: CHANNY SOEUR
Title of Affiant: CEO
Business Name of CONSULTANT: CAS CONSULTING & SERVICES, INC.
County of CONSULTANT: TRAVIS

Affiant on oath swears that the following statements are true:

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

Channy Soeur
Signature of Affiant

7908 CAMERON Rd, Austin, TX 78754
Address

SUBSCRIBED AND SWORN TO before me by Amy Cook ^{Affiant: Channy Soeur} on 9/20, 2013



Amy Rebecca Cook
Notary Public, State of Texas

Amy Rebecca Cook
Typed or printed name of notary
My commission expires: January 29, 2017

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
September 12, 2013

CURRENT	Name of Individual	Name of Business
Position Held	Holding Office/Position	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	David Salazar*	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Bruce Todd*	
Commissioner, Precinct 2 (Spouse)	Elizabeth Christian	Consultant
Executive Assistant	Sara Krause*	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse)	CharylN Daugherty	Consultant
Executive Assistant	Bob Moore*	
Executive Assistant	Martin Zamzow*	
Executive Assistant	Barbara Smith*	
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	
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	Daniel Bradford	
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 Jesse Herrera, CTP, CTPM, CTCM
 Purchasing Agent Assistant III Sydney Ceder*
 Purchasing Agent Assistant III Ruena Victorino*
 Purchasing Agent Assistant III Rachel Carona*
 Purchasing Agent Assistant II Vacant
 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
 Transportation and Natural Resources Odette Tan

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
County Auditor	Susan Spataro, CPA	08/31/13
Purchasing Agent Assistant IV	George R. Monnat, C.P.M., A.P.P.	09/26/13
Executive Assistant	Cheryl Aker	10/05/13
Purchasing Agent Assistant II	Jayne Rybak, CTP	12/14/13
Commissioner, Precinct 3	Karen Huber	01/01/14
Executive Assistant	Garry Brown	01/01/14
Executive Assistant	Julie Wheeler	01/01/14
Executive Assistant	Jacob Cottingham	01/01/14
Commissioner, Precinct 2	Sarah Eckhardt	05/31/14
Purchasing Agent Assistant III	Nancy Barchus, CPPB	06/28/14

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

EXHIBIT 7

HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS

(Insert RFQ Attachment 2 at Contract Award)

APPENDIX A
SCOPE OF SERVICES

ELROY ROAD AT FM 812 IMPROVEMENTS

1. General Scope of Services:

Provide professional engineering services to produce final PS&E documents for construction of one additional southbound lane on Elroy Road at the intersection of FM 812, located in Travis County Precinct Four (the "Project"). These services generally will include, but are not limited to, the following: preparing preliminary plans and final construction documents for an additional southbound lane in accordance with County and TxDOT design standards, SWP3 plans, pavement design, traffic control plans, striping plans, and utility relocation plans; reviewing available ROW and determining additional ROW needs; monitoring Project cost and applying cost recovery methodologies such as value engineering; coordinating with TxDOT on intersection design; obtaining TxDOT construction permit; and acquiring all regulatory permits and clearances. Project survey and geotechnical investigation services will be performed by County's survey crews and separate consultants.

In addition, Consultant will perform the following services:

1. Develop all Plans, Specifications, and Estimates (PS&E documents) within Project's allotted budget to standards stipulated by Travis County.
2. Develop and submit a construction cost estimate at each phase of the Project.
3. Use generally recognized engineering methodology and standards of care.
4. Obtain all required permits.
5. Establish and provide a detailed Project design task completion report. Monitor and provide task completion report to the County.
6. Produce a utility relocation plan and coordinate ALL utility relocation efforts with the appropriate utility company.
7. Provide technical assistance during the bidding phase.
8. Prepare appropriate displays and attend meetings with Travis County staff, regulatory agencies, and public groups, both as a technical advisor and as a Project presenter.

2. Specific Project Information, Location and Limits:

This Project will provide one additional southbound lane on Elroy Road at the intersection of FM 812. The length is approximately 1,100 feet from FM 812 to north of the driveway to the Circuit of the Americas ("COTA") parking lot "P". The new road will allow for three 11' travel lanes plus 4' paved shoulder on both sides. The purpose of this widening Project is to allow additional capacity for traffic entering and leaving COTA parking lot "P" during large race events as well as provide Travis County Fire Rescue ESD 11 an additional lane for ingress/egress for emergency response mobility.

As described in Article 6 of the PSA, the selected team will be expected to provide three specific Work

Products (and/or support services), each of which will require a separate “Notice to Proceed” issued by the County. Authorization to proceed to the next work product or phase must be in writing in the form of a “Notice to Proceed”. Consultant will not be compensated for any services performed without a written Notice to Proceed.

The required Work Products include: Work Product 1, 50% complete design documents; Work Product 2, the 100% bid-ready set of construction documents; and Work Product 3, bidding and award assistance. Each Work Product (including Work Product 1) must be submitted for review and approved by the County. Upon approval by the county and receipt of a written Notice to Proceed to the next Project phase, the Consultant will commence work on the next Work Product. *Following approval of each Work Product, the Consultant shall not commence work on any subsequent phase of the Project until he has received the Notice to Proceed to the next Project phase.* The review process will consist of submitting 3 sets of plans, specifications, and estimates of probable construction costs to the County Project Manager when the design is 50% and 100% completed. Each submittal must include a cover letter from the Consultant stating which individuals from their design team performed a Quality Assurance/Quality Control Check. Allow one week for the County Project Manager to review and provide written comments and/or approval for each submittal. Submit one copy of final check sets and allow five (5) days for the County Project Manager to review and provide written comments and/or approval.

- 2.1 Work Product 1: The 50% design submittal must include preliminary engineering for the design elements required to fully address the Project scope. The requirements for the 50% design submittals will be determined with the County Project Manager on a case-by-case basis but, as a minimum, shall include the following:
- a) Cover sheet indicating Project name and #; site location; Project limits with beginning and ending stations; names and signature blocks for the Project owners/partners; symbology legend; and the proposed index of drawings to be included in the plan set;
 - b) Site layout drawing;
 - c) Plan and profile sheets showing existing conditions, proposed turn lane layout, as well as the proposed type and location of any significant structures to be included;
 - d) Traffic signal plan as required by TxDOT;
 - e) Identification of limits of construction and properties that could be affected by the proposed construction;
 - f) Identification of existing easements and utilities that could be affected by the proposed construction;
 - g) Engineer’s estimate of costs along with an explanation of the method used and any assumptions that were made. Recommended changes for the parties to consider if a problem has been identified that could adversely affect the Project schedule or budget;
 - h) Preliminary list of required regulatory approvals;
 - i) Updated Project schedule with status tracking;
 - j) Preliminary ROW parcel sketches (final metes and bounds to be prepared by County survey crew).

Total projected time for completion of Work Product 1 is 60 calendar days.

- 2.2 Work Product 2: The 100% complete drawings must be “ready to bid” with no outstanding design issues, all work coordinated and illustrated on the drawing and all permits acquired. Provide final plans, specifications, estimates, quantities, bid schedule, and verification of property acquisitions and/or right-of-entries for the construction contract, and a list of any outstanding issues to be resolved before or during Project bidding process. The requirements for the 100% design submittals will be determined with the County Project Manager on a case-by-case basis but, as a minimum, shall include the following:

- a) Complete set of construction drawings with all details, cross-sections, profiles, quantities, and title sheet;
- b) Full set of detailed specifications and index in bid-ready format (Microsoft Word format);
- c) Detailed breakdown cost estimate and associated bid schedule in TNR-approved format;
- d) Calculations for unit price quantities and final engineering design calculations;
- e) List of permits secured and any permits/approvals pending;
- f) Final utility company costs and documentation from each utility contacted;
- g) Final construction schedule/sequence of work;
- h) Final ROW parcel sketches;
- i) Final construction cost estimate.

Total projected time for completion of Work Product 2 is 45 calendar days.

2.3 Work Product 3: Construction Contract bidding and award assistance

Provide bidding support services, including assistance with responding to bidder questions, preparing addenda, tabulating and evaluating bids, and providing recommendation for award.

Total projected time for completion of Work Product 3 is to be determined at the time the Project is approved for bidding.

Construction Administration services that extend beyond the period of the construction contract bidding and award phase may be added at the sole discretion of the County (total projected time to be determined at the time of bidding). Such services will include, but will not be limited to, change order preparation and issuance, review of submittals and shop drawings, and responding to Requests for Information (RFI's).

3. Deliverables:

- 3.1 Completed specific work product/plan stage documents for review.
- 3.2 PS&E.
- 3.3 Consultant's opinion of construction costs and Project Schedule/CPM updated and submitted with each submittal.
- 3.4 Plans of record for the final Project within thirty (30) working days after completion of the Project, if construction administration services are performed by the Consultant.
- 3.5 All required permits to start and complete Project.
- 3.6 Design calculations.
- 3.7 Electronic copy of above deliverables, where applicable (all drawings and e-files must be in MicroStation format, as appropriate. Text documents must be in Microsoft Word format. Schedules and CPMs must be in Microsoft Project format).
- 3.8 Project management file within thirty (30) working days after completion of the Project.
- 3.9 Should the County elect to add Construction Administration services to this Scope of Services, Consultant shall, within thirty (30) working days after completion of the Project construction work, submit to the County Project Manager all Project-related construction management files, including, but not limited to all addendum and change orders, record drawings, pay requests, and payment records.

SERVICES TO BE PROVIDED BY TRAVIS COUNTY

In conjunction with the services to be provided by the Consultant, the County shall provide the following:

1. A County Project Manager to serve as the primary point of contact for the Consultant.
2. Land survey and ROW/easement document preparation per Consultant's recommendations.
3. Documents available to the County that are applicable as background information in performance of the PSA, when requested by the Consultant.
4. Timely reviews of documents, reports, drawings, etc.
5. Assistance with public meetings and public hearings.
6. Construction Administration, should the County elect not to have those services provided by the Consultant.
7. Geotechnical investigation and pavement design.

APPENDIX B

CONSULTANT'S QUALIFICATIONS STATEMENT

(SEE SOQ IN SEPARATE FILE)

*Elroy Road
Pm clt back up*

Sam Biscoe

To: Carol Joseph; Judge
Cc: Steven Manilla; Steve Sun
Subject: RE: Elroy Road / FM 812 Project on Agenda 10/8

Thank you. Sam

From: Carol Joseph
Sent: Wednesday, October 02, 2013 4:17 PM
To: Judge
Cc: Steven Manilla; Steve Sun
Subject: Elroy Road / FM 812 Project on Agenda 10/8

This project will provide one additional southbound lane on Elroy Road from FM 812 to about 1,100 feet north of the intersection. In April, 2013 we brought an item to Court to use Precinct Four 1997 Bond savings to add this additional lane. The item on the agenda is to award the engineering firm to design services of the additional lane. Sorry I didn't have the back-up at agenda setting.



Travis County Commissioners Court Agenda Request

Meeting Date: October 8, 2013

Prepared By/Phone Number: Kent Hubbard/854-6458

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: PURSUANT TO TEXAS LOCAL GOVERNMENT CODE, SECTION 263.152(A)(1), DECLARE CERTAIN ITEMS SURPLUS PROPERTY AND SELL AT PUBLIC AUCTION.

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

There is one capital item included in the auction list, a driving simulator that was used by the Sheriff's Office for training. The item is fully depreciated. The remainder of the auction items are low value assets.

Inventory and auction lot list is attached.

LOT#	DESCRIPTION	TAG #	SERIAL	Asset#	COST CENTER	LOCATION
LOT#1	PDT 8LBL1 LASER SCANNER	94514	L137383	1005802	1150020001	TC Add to Online Auction
LOT#1	PDT 8LBL1 LASER SCANNER	94504	L137753	1005792	1150020001	TC Add to Online Auction
LOT#1	PDT 8LBL1 LASER SCANNER	96209	L137738	1005816	1150020001	TC Add to Online Auction
LOT#1	PDT 8LBL1 LASER SCANNER	96208	L137744	1005815	1150020001	TC Add to Online Auction
LOT#1	PDT 8LBL1 LASER SCANNER	96210	L137742	1005817	1150020001	TC Add to Online Auction
LOT#1	BATTERY CHARGER CRD 3100	96221	L178564	1005909	1150020001	TC Add to Online Auction
LOT#1	BATTERY CHARGER CRD 3100	96227	L087403	1005915	1150020001	TC Add to Online Auction
LOT#1	BATTERY CHARGER CRD 3100	96231	L172310	1005919	1150020001	TC Add to Online Auction
LOT#1	BATTERY CHARGER CRD 3100	96236	L174299	1005924	1150020001	TC Add to Online Auction
LOT#1	BATTERY CHARGER CRD 3100	96212	L178602	1005900	1150020001	TC Add to Online Auction
LOT#2	PDT 8LBL1 LASER SCANNER	96203	L250153	1005810	1150020001	TC Add to Online Auction
LOT#2	PDT 8LBL1 LASER SCANNER	94506	L053858	1005794	1150020001	TC Add to Online Auction
LOT#2	PDT 8LBL1 LASER SCANNER	94512	L053600	1005800	1150020001	TC Add to Online Auction
LOT#2	PDT 8LBL1 LASER SCANNER	94513	L054220	1005801	1150020001	TC Add to Online Auction
LOT#2	PDT 8LBL1 LASER SCANNER	96201	L252098	1005808	1150020001	TC Add to Online Auction
LOT#2	BATTERY CHARGER CRD 3100	96237	L178729	1005925	1150020001	TC Add to Online Auction
LOT#2	BATTERY CHARGER CRD 3100	96235	L178587	1005923	1150020001	TC Add to Online Auction
LOT#2	BATTERY CHARGER CRD 3100	96216	L173897	1005904	1150020001	TC Add to Online Auction
LOT#2	BATTERY CHARGER CRD 3100	96241	L173389	1005929	1150020001	TC Add to Online Auction
LOT#2	BATTERY CHARGER CRD 3100	96234	L176123	1005922	1150020001	TC Add to Online Auction
LOT#3	PDT 8LBL1 LASER SCANNER	94508	L137748	1005796	1150020001	TC Add to Online Auction
LOT#3	PDT 8LBL1 LASER SCANNER	94509	L053859	1005797	1150020001	TC Add to Online Auction
LOT#3	PDT 8LBL1 LASER SCANNER	96204	L250152	1005811	1150020001	TC Add to Online Auction
LOT#3	PDT 8LBL1 LASER SCANNER	94499	L137385	1005787	1150020001	TC Add to Online Auction
LOT#3	PDT 8LBL1 LASER SCANNER	96206	L137375	1005813	1150020001	TC Add to Online Auction
LOT#3	BATTERY CHARGER CRD 3100	96230	L173005	1005918	1150020001	TC Add to Online Auction
LOT#3	BATTERY CHARGER CRD 3100	96229	L173974	1005917	1150020001	TC Add to Online Auction
LOT#3	BATTERY CHARGER CRD 3100	96219	L178630	1005907	1150020001	TC Add to Online Auction
LOT#3	BATTERY CHARGER CRD 3100	96220	L174217	1005908	1150020001	TC Add to Online Auction
LOT#3	BATTERY CHARGER CRD 3100	96211	L178641	1005899	1150020001	TC Add to Online Auction
LOT#4	PDT 8LBL1 LASER SCANNER	94505	L054928	1005793	1150020001	TC Add to Online Auction
LOT#4	PDT 8LBL1 LASER SCANNER	94500	L137379	1005788	1150020001	TC Add to Online Auction
LOT#4	PDT 8LBL1 LASER SCANNER	94507	L053598	1005795	1150020001	TC Add to Online Auction
LOT#4	PDT 8LBL1 LASER SCANNER	94503	L052578	1005791	1150020001	TC Add to Online Auction
LOT#4	PDT 8LBL1 LASER SCANNER	94518	L053861	1005806	1150020001	TC Add to Online Auction
LOT#4	BATTERY CHARGER CRD 3100	96222	L175718	1005910	1150020001	TC Add to Online Auction
LOT#4	BATTERY CHARGER CRD 3100	96214	L175632	1005902	1150020001	TC Add to Online Auction
LOT#4	BATTERY CHARGER CRD 3100	96238	L175527	1005926	1150020001	TC Add to Online Auction
LOT#4	BATTERY CHARGER CRD 3100	96240	L175331	1005928	1150020001	TC Add to Online Auction
LOT#4	BATTERY CHARGER CRD 3100	96258	L172440	1005930	1150020001	TC Add to Online Auction
LOT#5	PDT 8LBL1 LASER SCANNER	94510	L053857	1005798	1150020001	TC Add to Online Auction
LOT#5	PDT 8LBL1 LASER SCANNER	96202	L250472	1005809	1150020001	TC Add to Online Auction
LOT#5	PDT 8LBL1 LASER SCANNER	94515	L250470	1005803	1150020001	TC Add to Online Auction
LOT#5	PDT 8LBL1 LASER SCANNER	96205	L250157	1005812	1150020001	TC Add to Online Auction
LOT#5	BATTERY CHARGER CRD 3100	96233	L178655	1005921	1150020001	TC Add to Online Auction
LOT#5	PDT 8LBL1 LASER SCANNER	94516	L250930	1005804	1150020001	TC Add to Online Auction
LOT#5	BATTERY CHARGER CRD 3100	96224	L178798	1005912	1150020001	TC Add to Online Auction
LOT#5	BATTERY CHARGER CRD 3100	96217	L176032	1005905	1150020001	TC Add to Online Auction
LOT#5	BATTERY CHARGER CRD 3100	96213	L175609	1005901	1150020001	TC Add to Online Auction
LOT#5	BATTERY CHARGER CRD 3100	96239	L173943	1005927	1150020001	TC Add to Online Auction
LOT#6	PDT 8LBL1 LASER SCANNER	94517	L250159	1005805	1150020001	TC Add to Online Auction
LOT#6	PDT 8LBL1 LASER SCANNER	96207	L137373	1005814	1150020001	TC Add to Online Auction
LOT#6	PDT 8LBL1 LASER SCANNER	94511	L052577	1005799	1150020001	TC Add to Online Auction
LOT#6	PDT 8LBL1 LASER SCANNER	94501	L137371	1005789	1150020001	TC Add to Online Auction
LOT#6	PDT 8LBL1 LASER SCANNER	94502	L137369	1005790	1150020001	TC Add to Online Auction
LOT#6	BATTERY CHARGER CRD 3100	96228	L153368	1005916	1150020001	TC Add to Online Auction
LOT#6	BATTERY CHARGER CRD 3100	96225	L171382	1005913	1150020001	TC Add to Online Auction
LOT#6	BATTERY CHARGER CRD 3100	96226	L171349	1005914	1150020001	TC Add to Online Auction

LOT#	DESCRIPTION	TAG #	SERIAL	Asset#	COST CENTER	LOCATION
LOT#6	BATTERY CHARGER CRD 3100	96218	L174103	1005906	1150020001	TC Add to Online Auction
LOT#6	BATTERY CHARGER CRD 3100	96232	L141405	1005920	1150020001	TC Add to Online Auction
LOT#6	BATTERY CHARGER CRD 3100	96215	L178689	1005903	1150020001	TC Add to Online Auction
LOT#7	KIT LS-407R W/SYNAPSE SCANNER	94441	K565224	1005835	1150020001	TC Add to Online Auction
LOT#7	KIT LS-407R W/SYNAPSE SCANNER	94428	L457663	1005829	1150020001	TC Add to Online Auction
LOT#7	KIT LS-407R W/SYNAPSE SCANNER	94456	K305433	1005843	1150020001	TC Add to Online Auction
LOT#7	KIT LS-407R W/SYNAPSE SCANNER	94444	L458341	1005838	1150020001	TC Add to Online Auction
LOT#7	KIT LS-407R W/SYNAPSE SCANNER	94455	L457045	1005842	1150020001	TC Add to Online Auction
LOT#7	KIT LS-407R W/SYNAPSE SCANNER	94420	L457905	1005824	1150020001	TC Add to Online Auction
LOT#7	KIT LS-407R W/SYNAPSE SCANNER	94412	K303320	1005820	1150020001	TC Add to Online Auction
LOT#7	KIT LS-407R W/SYNAPSE SCANNER	94445	L458324	1005839	1150020001	TC Add to Online Auction
LOT#7	KIT LS-407R W/SYNAPSE SCANNER	94426	K303873	1005827	1150020001	TC Add to Online Auction
LOT#7	KIT LS-407R W/SYNAPSE SCANNER	94431	L458334	1005832	1150020001	TC Add to Online Auction
LOT#7	CRADLE SYMBOL 474	94498	SL228104	1005886	1150020001	TC Add to Online Auction
LOT#7	CRADLE SYMBOL 474	94415	SL502671	1005855	1150020001	TC Add to Online Auction
LOT#7	CRADLE SYMBOL 474	94417	SL502522	1005857	1150020001	TC Add to Online Auction
LOT#7	CRADLE SYMBOL 474	94416	SL505666	1005856	1150020001	TC Add to Online Auction
LOT#7	CRADLE SYMBOL 474	94423	SL505260	1005860	1150020001	TC Add to Online Auction
LOT#7	CRADLE SYMBOL 474	94467	SL502608	1005882	1150020001	TC Add to Online Auction
LOT#7	CRADLE SYMBOL 474	94497	SL149778	1005885	1150020001	TC Add to Online Auction
LOT#7	CRADLE SYMBOL 474	94458	SL508401	1005877	1150020001	TC Add to Online Auction
LOT#7	CRADLE SYMBOL 474	94466	SL502373	1005881	1150020001	TC Add to Online Auction
LOT#7	CRADLE SYMBOL 474	94448	SL505602	1005871	1150020001	TC Add to Online Auction
LOT#8	KIT LS-407R W/SYNAPSE SCANNER	94419	L456580	1005823	1150020001	TC Add to Online Auction
LOT#8	KIT LS-407R W/SYNAPSE SCANNER	94462	L457007	1005845	1150020001	TC Add to Online Auction
LOT#8	KIT LS-407R W/SYNAPSE SCANNER	94463	L457860	1005846	1150020001	TC Add to Online Auction
LOT#8	KIT LS-407R W/SYNAPSE SCANNER	94440	K565857	1005834	1150020001	TC Add to Online Auction
LOT#8	KIT LS-407R W/SYNAPSE SCANNER	94495	K301223	1005850	1150020001	TC Add to Online Auction
LOT#8	KIT LS-407R W/SYNAPSE SCANNER	94427	K566279	1005828	1150020001	TC Add to Online Auction
LOT#8	KIT LS-407R W/SYNAPSE SCANNER	94429	K302207	1005830	1150020001	TC Add to Online Auction
LOT#8	KIT LS-407R W/SYNAPSE SCANNER	94413	K306110	1005821	1150020001	TC Add to Online Auction
LOT#8	KIT LS-407R W/SYNAPSE SCANNER	94414	L458375	1005822	1150020001	TC Add to Online Auction
LOT#8	KIT LS-407R W/SYNAPSE SCANNER	94443	L458347	1005837	1150020001	TC Add to Online Auction
LOT#8	CRADLE SYMBOL 474	94422	SL502386	1005859	1150020001	TC Add to Online Auction
LOT#8	CRADLE SYMBOL 474	94468	SL502597	1005883	1150020001	TC Add to Online Auction
LOT#8	CRADLE SYMBOL 474	94452	SL502582	1005875	1150020001	TC Add to Online Auction
LOT#8	CRADLE SYMBOL 474	94451	SL505635	1005874	1150020001	TC Add to Online Auction
LOT#8	CRADLE SYMBOL 474	94459	SL505232	1005878	1150020001	TC Add to Online Auction
LOT#8	CRADLE SYMBOL 474	99457	SL506423	1005876	1150020001	TC Add to Online Auction
LOT#8	CRADLE SYMBOL 474	94460	SL502463	1005879	1150020001	TC Add to Online Auction
LOT#8	CRADLE SYMBOL 474	94418	SL506758	1005858	1150020001	TC Add to Online Auction
LOT#8	CRADLE SYMBOL 474	94437	SL506507	1005867	1150020001	TC Add to Online Auction
LOT#8	CRADLE SYMBOL 474	94446	SL506908	1005869	1150020001	TC Add to Online Auction
LOT#9	KIT LS-407R W/SYNAPSE SCANNER	94430	K565368	1005831	1150020001	TC Add to Online Auction
LOT#9	KIT LS-407R W/SYNAPSE SCANNER	94425	K336065	1005826	1150020001	TC Add to Online Auction
LOT#9	KIT LS-407R W/SYNAPSE SCANNER	94442	L458212	1005836	1150020001	TC Add to Online Auction
LOT#9	KIT LS-407R W/SYNAPSE SCANNER	94493	K565743	1005848	1150020001	TC Add to Online Auction
LOT#9	KIT LS-407R W/SYNAPSE SCANNER	94411	L456974	1005819	1150020001	TC Add to Online Auction
LOT#9	KIT LS-407R W/SYNAPSE SCANNER	94439	L458353	1005833	1150020001	TC Add to Online Auction
LOT#9	KIT LS-407R W/SYNAPSE SCANNER	94453	L457114	1005840	1150020001	TC Add to Online Auction
LOT#9	KIT LS-407R W/SYNAPSE SCANNER	94494	K301250	1005849	1150020001	TC Add to Online Auction
LOT#9	KIT LS-407R W/SYNAPSE SCANNER	94421	L457893	1005825	1150020001	TC Add to Online Auction
LOT#9	KIT LS-407R W/SYNAPSE SCANNER	94464	K566294	1005847	1150020001	TC Add to Online Auction
LOT#9	KIT LS4004 SYMBOL SCANNER	96247	L072817	1005779	1150020001	TC Add to Online Auction
LOT#9	CRADLE SYMBOL 474	94434	SL502526	1005864	1150020001	TC Add to Online Auction
LOT#9	CRADLE SYMBOL 474	94436	SL502401	1005866	1150020001	TC Add to Online Auction
LOT#9	CRADLE SYMBOL 474	94432	SL500979	1005862	1150020001	TC Add to Online Auction
LOT#9	CRADLE SYMBOL 474	94449	SL505495	1005872	1150020001	TC Add to Online Auction
LOT#9	CRADLE SYMBOL 474	94435	SL502613	1005865	1150020001	TC Add to Online Auction
LOT#9	CRADLE SYMBOL 474	94450	SL508364	1005873	1150020001	TC Add to Online Auction
LOT#9	CRADLE SYMBOL 474	94424	SL508547	1005861	1150020001	TC Add to Online Auction
LOT#9	CRADLE SYMBOL 474	94438	SL506605	1005868	1150020001	TC Add to Online Auction

LOT#	DESCRIPTION	TAG #	SERIAL	Asset#	COST CENTER	LOCATION
LOT#9	CRADLE SYMBOL 474	94447	SL502418	1005870	1150020001	TC Add to Online Auction
LOT#9	CRADLE SYMBOL 474	94465	SL502411	1005880	1150020001	TC Add to Online Auction
LOT#9	CRADLE SYMBOL 474	94433	SL502632	1005863	1150020001	TC Add to Online Auction
LOT#9	KIT LS-407R W/SYNAPSE SCANNER	94454	L457873	1005841	1150020001	TC Add to Online Auction
LOT#10	BATTERY CHARGER SYMBOL 4-SLOT	94483	524846	1005896	1150020001	TC Add to Online Auction
LOT#10	BATTERY CHARGER SYMBOL 4-SLOT	94471	524927	1005889	1150020001	TC Add to Online Auction
LOT#10	BATTERY CHARGER SYMBOL 4-SLOT	94490	524893	1005898	1150020001	TC Add to Online Auction
LOT#10	BATTERY CHARGER SYMBOL 4-SLOT	94489	500417	1005897	1150020001	TC Add to Online Auction
LOT#10	BATTERY CHARGER SYMBOL 4-SLOT	94482	525007	1005895	1150020001	TC Add to Online Auction
LOT#10	BATTERY CHARGER SYMBOL 4-SLOT	94470	524891	1005888	1150020001	TC Add to Online Auction
LOT#10	BATTERY CHARGER SYMBOL 4-SLOT	94473	524934	1005891	1150020001	TC Add to Online Auction
LOT#10	BATTERY CHARGER SYMBOL 4-SLOT	94472	524935	1005890	1150020001	TC Add to Online Auction
LOT#10	BATTERY CHARGER SYMBOL 4-SLOT	94469	524890	1005887	1150020001	TC Add to Online Auction
LOT#10	BATTERY CHARGER SYMBOL 4-SLOT	94480	524865	1005893	1150020001	TC Add to Online Auction
LOT#10	BATTERY CHARGER SYMBOL 4-SLOT	94481	524902	1005894	1150020001	TC Add to Online Auction
LOT#10	BATTERY CHARGER SYMBOL 4-SLOT	94479	524880	1005892	1150020001	TC Add to Online Auction
LOT#10	AC ADAPTER SYMBOL 4-SLOT	94492	982600785	1005947	1150020001	TC Add to Online Auction
LOT#10	AC ADAPTER SYMBOL 4-SLOT	94477	982601286	1005939	1150020001	TC Add to Online Auction
LOT#10	AC ADAPTER SYMBOL 4-SLOT	94474	982600607	1005936	1150020001	TC Add to Online Auction
LOT#10	AC ADAPTER SYMBOL 4-SLOT	94475	982600028	1005937	1150020001	TC Add to Online Auction
LOT#10	AC ADAPTER SYMBOL 4-SLOT	94476	982601457	1005938	1150020001	TC Add to Online Auction
LOT#10	AC ADAPTER SYMBOL 4-SLOT	94488	982600706	1005945	1150020001	TC Add to Online Auction
LOT#10	AC ADAPTER SYMBOL 4-SLOT	94487	982600391	1005944	1150020001	TC Add to Online Auction
LOT#10	LAMINATOR SYMBOL	96242	AC0122893	1005931	1150020001	TC Add to Online Auction
LOT#10	LAMINATOR SYMBOL	96244	AC0122901	1005933	1150020001	TC Add to Online Auction
LOT#10	AC ADAPTER SYMBOL 4-SLOT	94486	982600819	1005943	1150020001	TC Add to Online Auction
LOT#10	AC ADAPTER SYMBOL 4-SLOT	94478	982600234	1005940	1150020001	TC Add to Online Auction
LOT#10	AC ADAPTER SYMBOL 4-SLOT	94491	961907784	1005946	1150020001	TC Add to Online Auction
LOT#10	AC ADAPTER SYMBOL 4-SLOT	94485	982600186	1005942	1150020001	TC Add to Online Auction
LOT#10	AC ADAPTER SYMBOL 4-SLOT	94484	982600062	1005941	1150020001	TC Add to Online Auction
LOT#10	LAMINATOR SYMBOL	96243	AC0122891	1005932	1150020001	TC Add to Online Auction
LOT#10	LAMINATOR SYMBOL	96246	AC0122899	1005935	1150020001	TC Add to Online Auction
LOT#11	CADAVER TRAY POWER LIFT MORTECH	89054	9332301	1005250	1150020001	TC Add to Online Auction
LOT#12	AUDIO/VIDEO SYSTEM MOBILE VISION	124792	110199	1012285	1150020001	TC Add to Online Auction
LOT#12	PATROL CAR VIDEO SYSTEMS	105593	VGH002865	1007310	1150020001	TC Add to Online Auction
LOT#12	PATROL CAR VIDEO SYSTEMS	104802	VGH002664	1007292	1150020001	TC Add to Online Auction
LOT#12	PATROL CAR VIDEO SYSTEMS	104788	VGH002592	1007298	1150020001	TC Add to Online Auction
LOT#12	VIDEO SYSTEM MOBILE POLICE MV7	120119	103554	1010031	1150020001	TC Add to Online Auction
LOT#13	CPU ELITE	130183	#	1039282	1150020001	TC Add to Online Auction
LOT#13	CPU ELITE	130179	ES094207	1039281	1150020001	TC Add to Online Auction
LOT#13	INTERCOM PRO MS440 PL	130184	774493	1039284	1150020001	TC Add to Online Auction
LOT#13	DRIVER TRAINING SIMULATOR/DORON COCKPIT	130182	N/A	1001552	1150020001	TC Add to Online Auction
LOT#14	(25) USED FILING CABINETS	N/A	N/A	N/A	N/A	TC Add to Online Auction
LOT#15	SCRAP METAL, ROOF TOP A/C'S ELECTRIC MOTORS, SHELVING, POLICE CAR DIVIDERS	N/A	N/A	N/A	N/A	Tc Add to on
LOT# 16	PALLET OF USED LIGHT BARS	N/A	N/A	N/A	N/A	Tc Add to on
LOT#17	Video System Mobile police	120137	103572	67890	1150020001	Tc Add to on
LOT#17	Patrol Car Video System	105002	VGH002744	1007299	1150020001	Tc Add To on
LOT#17	Patrol Car Video System	104817	VGH002686	1007307	1150020001	Tc Add To on
LOT#17	Panasonic Docking station	105349	P27010892	1007313	1150020001	Tc Add To on
LOT#17	Video System Mobil Police	120132	103567	1010036	1150020001	Tc Add To on
LOT#17	Video System Mobil Police	120139	103574	1010040	1150020001	Tc Add To on
LOT#17	Patrol Car Video System	100369	CS13169	1006315	1150020001	Tc Add To on
LOT#17	Patrol Car Video System	100409		1006316	1150020001	Tc Add To on
LOT#17	Patrol Car Video System	105041	VGH002830	1007301	1150020001	Tc Add To on



Travis County Commissioners Court Agenda Request

Meeting Date: October 8, 2013

Prepared By/Phone Number: Kent Hubbard/854-6458

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: PURSUANT TO TEXAS LOCAL GOVERNMENT CODE, SECTION 263.152(A)(1), DECLARE CERTAIN ITEMS SURPLUS PROPERTY AND AUTHORIZE EQUIPMENT TO BE DISPOSED OF THROUGH DELL, INC.

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

Under our existing agreement with Dell to recycle and dispose of our computer equipment, Purchasing recommends that the Court declare computer related systems as surplus property and turn the equipment over to Dell for disposal.

SAP Asset No	Inventory Tag No	Asset Description	Serial No	RCC	Location Key	Location	Cap Date
1001038	105546	DELL POWEREDGE 2600	B14NM21	1150020001	PNDTRDIN	TC Pending Trade In	03/31/2003
1001329	138705	IBM P520 1.5GHZ SERVER P/N 9111-520	10BF6BE	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2005
1001409	127482	FILE SERVER POWEREDGE 2800 STANDARD	3VL1M81	1150020001	PNDTRDIN	TC Pending Trade In	10/20/2005
1001577	122507	POWEREDGE 2850 3.4GHZ/2MB CACHE XEON 800MHZ	67H9R91	1150020001	PNDTRDIN	TC Pending Trade In	04/05/2006
1001874	157689	DELL POWEREDGE 2950 SERVER DUALCORE XEON PROCESSOR	1V3WVC1	1150020001	PNDTRDIN	TC Pending Trade In	04/25/2007
1001885	157700	DELL POWEREDGE 2950 SERVER DUALCORE XEON PROCESSOR	H15WVC1	1150020001	PNDTRDIN	TC Pending Trade In	04/25/2007
1002494	139896	DELL 2950 FILE SERVER QUAD CORE ZEON E5405	H5JSSK1	1150020001	PNDTRDIN	TC Pending Trade In	08/14/2009
1003667	122494	SECONDARY SITE SERVER @ PFLUGERVILLE	KQ33N09	1150020001	PNDTRDIN	TC Pending Trade In	03/10/2011
1005119	20143	PRINTER HP LASERJET 5SI	USDG023848	1150020001	PNDTRDIN	TC Pending Trade In	08/30/1996
1005694	20180	PC DELL DIMENSION XPS	G4R2K	1150020001	PNDTRDIN	TC Pending Trade In	08/13/1998
1006216	99025	PC DELL PIII 600K GX1/T+BASE W/4MB VIDEO	DDOUV	1150020001	PNDTRDIN	TC Pending Trade In	02/17/2000
1006235	99420	PC NOVELL/NT CERTF. DELLOPTIPLEX G1/M+ #460-5348	GX5E4	1150020001	PNDTRDIN	TC Pending Trade In	03/17/2000
1006483	101138	PRINTER DESKJET 950C 11PPM DRAFT BLACK PHOTO	MY046161RN	1150020001	PNDTRDIN	TC Pending Trade In	10/13/2000
1006485	101132	PRINTER HP LASERJET 4050T 17PPM 8MB 2-250 TRAY	USCC190313	1150020001	PNDTRDIN	TC Pending Trade In	10/16/2000
1006707	112761	NOTEBOOK DELL LATITUDE PIII #45539631 /	2J2HC01	1150020001	PNDTRDIN	TC Pending Trade In	02/06/2001
1006708	112771	NOTEBOOK DELL LATITUDE PIII #45539631 /	9H2HC01	1150020001	PNDTRDIN	TC Pending Trade In	02/06/2001
1006710	102222	PRINTER OPTRA T614 #20T3200/1 YR LEXEXPRESS	41B4496	1150020001	PNDTRDIN	TC Pending Trade In	02/08/2001
1006801	101162	PRINTER OPTRA T614NL #20T3240/1 YR LEXEXPRESS	41-D2942	1150020001	PNDTRDIN	TC Pending Trade In	03/06/2001
1007398	105574	PRINTER T522N	G018103	1150020001	PNDTRDIN	TC Pending Trade In	04/02/2002
1007403	122057	PRINTER LEXMARK T622N LASER	41DG227	1150020001	PNDTRDIN	TC Pending Trade In	04/11/2002
1007537	113588	COMPUTER GX260 DEKSTOP	BD7MN11	1150020001	PNDTRDIN	TC Pending Trade In	07/22/2002
1007673	102699	DESKJET 990 CXI 17 PPM DRAFT BLACK 1.3 PPM BEST	MY22S1C1NS	1150020001	PNDTRDIN	TC Pending Trade In	08/27/2002
1007852	113770	NOTEBOOK LATITUDE C610 MOBILE W/INTERNAL NIC	7KG4Y11	1150020001	PNDTRDIN	TC Pending Trade In	10/02/2002
1007913	105126	PRINTER LEXMARK T622N LASER 20T4450	41VK167	1150020001	PNDTRDIN	TC Pending Trade In	10/16/2002
1007917	109600	PRINTER LEXMARK T522N NETWORK LASER	9903YKG	1150020001	PNDTRDIN	TC Pending Trade In	10/17/2002
1009999	120953	NOTEBOOK LATITUDE D600 MOBILE W/INTERNAL NIC	J77MP31	1150020001	PNDTRDIN	TC Pending Trade In	10/29/2003
1010215	121292	PRINTER DELL WORKGROUP LASER W5300N INCLUDES	H2WKG31	1150020001	PNDTRDIN	TC Pending Trade In	01/18/2004
1010245	121525	HP DESKJET 5650 COLOR INKJET PRINTER	MY39U4K1RK	1150020001	PNDTRDIN	TC Pending Trade In	02/02/2004
1010954	120654	LAPTOP DELL C840	106HT11	1150020001	PNDTRDIN	TC Pending Trade In	04/05/2004
1010961	100819	I70 COLOR BUBBLE JET PRINTER CANON	XAEM20439	1150010001	PNDTRDIN	TC Pending Trade In	04/09/2004
1010965	100825	I70 COLOR BUBBLE JET PRINTER CANON	XAEM20453	1150020001	PNDTRDIN	TC Pending Trade In	04/09/2004
1010971	100835	I70 COLOR BUBBLE JET PRINTER CANON	XAEM20471	1150020001	PNDTRDIN	TC Pending Trade In	04/09/2004
1011018	11781	PRINTER LEXMARK T420D LASER MFR#16H0150	89062WF	1150020001	PNDTRDIN	TC Pending Trade In	04/20/2004
1011071	133030	COMPUTER GX270T DESKTOP DELL	3NFBW41	1150020001	PNDTRDIN	TC Pending Trade In	05/16/2004
1011100	124185	PRINTER DELL WORKGROUP W5300N QUOTE #141873500	GG2LG31	1150020001	PNDTRDIN	TC Pending Trade In	06/08/2004
1011679	123028	PRINTER HP DESKJET 9650 #S2781148	SG43161050	1150020001	PNDTRDIN	TC Pending Trade In	07/29/2004
1011688	123330	PRINTER LEXMARK T632N QUOTE #141820934	S991VFVL	1150020001	PNDTRDIN	TC Pending Trade In	08/04/2004
1011689	123329	PRINTER LEXMARK T632N QUOTE #141820934	991VFWL	1150020001	PNDTRDIN	TC Pending Trade In	08/04/2004
1011872	133162	NOTEBOOK LATITUDE D600 WORKSTATION MODEL	JN2VL51	1150020001	PNDTRDIN	TC Pending Trade In	09/09/2004
1011935	101284	PERSONAL ALL-IN-ONE PRINTER DELL A960	16PRX31	1150020001	PNDTRDIN	TC Pending Trade In	09/14/2004
1012037	122072	PRINTER DELL WORKGROUP W5300N QUOTE #141873500	DN7LG31	1150020001	PNDTRDIN	TC Pending Trade In	09/22/2004
1012040	122069	PRINTER FX890N NETWORK PRINTER 9 PIN EPSON	E8BY058860	1150020001	PNDTRDIN	TC Pending Trade In	09/22/2004
1012044	122070	PRINTER FX890N NETWORK PRINTER 9 PIN EPSON	E8BY059100	1150020001	PNDTRDIN	TC Pending Trade In	09/22/2004
1012076	124808	PRINTER DELL PERSONAL 1700 QUOTE #164402265	FGZZ2741	1150020001	PNDTRDIN	TC Pending Trade In	09/28/2004
1012105	124023	PRINTER DELL 3000CN COLOR LASER INCLUDE:	3Y5K751	1150020001	PNDTRDIN	TC Pending Trade In	09/30/2004
1012145	133206	COMPUTER GX280 DESKTOP	4W8BS51	1150020001	PNDTRDIN	TC Pending Trade In	10/08/2004
1012358	133158	NOTEBOOK LATITUDE D600 MOBILE QUOTE#141818853	71BSL51	1150020001	PNDTRDIN	TC Pending Trade In	12/16/2004
1012768	125193	PRINTER DELL WORKGROUP W5300N QUOTE #179067298	992CT7K/GCMX051	1150020001	PNDTRDIN	TC Pending Trade In	04/12/2005
1012845	133463	COMPUTER GX280 DESKTOP	J4F9971	1150020001	PNDTRDIN	TC Pending Trade In	04/19/2005
1012872	133510	NOTEBOOK LATITUDE D610 WORKSTATION WXP	8MQB971	1150020001	PNDTRDIN	TC Pending Trade In	04/21/2005
1013027	133603	NOTEBOOK LATITUDE D610 WORKSTATION WXP	3WKPL71	1150020001	PNDTRDIN	TC Pending Trade In	05/31/2005
1013034	126479	PRINTER DELL WORKGROUP W5300N QUOTE #179067298	F4XX051	1150020001	PNDTRDIN	TC Pending Trade In	05/31/2005
1013042	133697	COMPUTER GX280 DESKTOP	JG48M71	1150020001	PNDTRDIN	TC Pending Trade In	06/03/2005
1013120	133737	COMPUTER GX280 DESKTOP	FXW8M71	1150010001	PNDTRDIN	TC Pending Trade In	06/09/2005
1013411	147090	OPTIPLEX GX280 SMALL MINITOWER PENTIUM 4 520/DELL	55S2V71	1150020001	PNDTRDIN	TC Pending Trade In	07/19/2005
1013412	147091	OPTIPLEX GX280 SMALL MINITOWER PENTIUM 4 520/DELL	75S2V71	1150020001	PNDTRDIN	TC Pending Trade In	07/19/2005
1013494	147105	NOTEBOOK LATITUDE D610 WRK WXP #227990410	25P7Z71	1150020001	PNDTRDIN	TC Pending Trade In	08/03/2005
1013496	147122	NOTEBOOK LATITUDE D610 WRK WXP #227990410	6XP8Z71	1150020001	PNDTRDIN	TC Pending Trade In	08/03/2005
1013587	126614	PRINTER HP LASERJET 905N 55PPM 600DPI 13X19	JPCL55Q03P	1150020001	PNDTRDIN	TC Pending Trade In	08/25/2005
1013696	11933	PRINTER HP COLOR LASERJET 4650N COLOR	JKKAC42758	1150020001	PNDTRDIN	TC Pending Trade In	09/14/2005
1013704	126603	PRINTER HP LASERJET 9050DN #Q3723A#ABA	JPCL58B04Q	1150020001	PNDTRDIN	TC Pending Trade In	09/15/2005
1013873	147267	COMPUTER GX280 DESKTOP DELL	CHM0K81	1150020001	PNDTRDIN	TC Pending Trade In	10/04/2005
1013913	125964	DELL LAPTOP D610	BNJ0D81	1150020001	PNDTRDIN	TC Pending Trade In	10/08/2005
1013917	125682	DELL LAPTOP D610	1TJ0D81	1150020001	PNDTRDIN	TC Pending Trade In	10/08/2005
1013918	125683	DELL LAPTOP D610	GTJ0D81	1150020001	PNDTRDIN	TC Pending Trade In	10/08/2005

SAP Asset No	Created On	Asset Description	Serial No	RCC	Location Key	Location	Cap Date
1013992	147266	NOTEBOOK LATITUDE D610 WRK WXP #227990410	3CZMK61	1150020001	PNDTRDIN	TC Pending Trade In	10/27/2005
1014108	126415	PRINTER DELL W5300N STD 5YR WTY QUOTE #250589581	992TVFP	1150020001	PNDTRDIN	TC Pending Trade In	11/29/2005
1014162	126116	PRINTER DELL 5100CN STD 5YR WNTY QUOTE #250590175	4N11071	1150020001	PNDTRDIN	TC Pending Trade In	12/05/2005
1014186	11970	PRINTER DELL W5300N STD 5YR WTY QUOTE #250589581	992TV9X	1150020001	PNDTRDIN	TC Pending Trade In	12/07/2005
1014187	11971	PRINTER DELL W5300N STD 5YR WTY QUOTE #250589581	992TV9L	1150020001	PNDTRDIN	TC Pending Trade In	12/07/2005
1014188	11972	PRINTER DELL W5300N STD 5YR WTY QUOTE #250589581	992TVC8/3D4PS61	1150020001	PNDTRDIN	TC Pending Trade In	12/07/2005
1014189	11973	PRINTER DELL W5300N STD 5YR WTY QUOTE #250589581	992TV7N	1150020001	PNDTRDIN	TC Pending Trade In	12/07/2005
1014204	147435	COMPUTER GX620 DELL	F72XX81	1150020001	PNDTRDIN	TC Pending Trade In	12/13/2005
1014206	128129	PRINTER DELL W5300N STD 5YR WTY QUOTE #250589581	992TVCG	1150020001	PNDTRDIN	TC Pending Trade In	12/13/2005
1014243	127797	PRINTER DELL W5300N STD 5YR WTY QUOTE #250589581	992DYBZ	1150020001	PNDTRDIN	TC Pending Trade In	01/05/2006
1014302	128183	PRINTER DELL W5300N STD 5YR WTY QUOTE #271032068	FKBPS61	1150020001	PNDTRDIN	TC Pending Trade In	01/31/2006
1014304	128185	PRINTER DELL W5300N STD 5YR WTY QUOTE #271032068	JFCPS61	1150020001	PNDTRDIN	TC Pending Trade In	01/31/2006
1014477	130047	PRINTER LEXMARK E323N 2 YR WNTY QUOTE #271030434	72BK13T	1150020001	PNDTRDIN	TC Pending Trade In	02/28/2006
1014505	105493	POWEREDGE 2850 3.4GHZ/2MB CACHE XEON 800MHZ DELL	CNRNN91	1150020001	PNDTRDIN	TC Pending Trade In	03/16/2006
1014507	130129	POWEREDGE 2850 3.4GHZ/2MB CACHE XEON 800MHZ DELL	HNRNN91	1150020001	PNDTRDIN	TC Pending Trade In	03/16/2006
1014508	130128	POWEREDGE 2850 3.4GHZ/2MB CACHE XEON 800MHZ DELL	3RPNN91	1150020001	PNDTRDIN	TC Pending Trade In	03/16/2006
1014510	105494	POWEREDGE 1850 3.4GHZ/2MB CACHE XEON 800MHZ	DW4YN91	1150020001	PNDTRDIN	TC Pending Trade In	03/16/2006
1014512	126992	POWEREDGE 1850 3.4GHZ/2MB CACHE XEON 800MHZ	JW4YN91	1150020001	PNDTRDIN	TC Pending Trade In	03/16/2006
1014666	147647	COMPUTER GX620 DELL	BB3CT91	1150020001	PNDTRDIN	TC Pending Trade In	04/19/2006
1014697	147615	COMPUTER GX620 DELL	C6ZSS91	1150020001	PNDTRDIN	TC Pending Trade In	04/21/2006
1014703	147619	COMPUTER GX620 DELL	77ZSS91	1150020001	PNDTRDIN	TC Pending Trade In	04/21/2006
1014737	147631	NOTEBOOK LATITUDE D610 WORKSTATION MODEL	DZ2VS91	1150020001	PNDTRDIN	TC Pending Trade In	04/21/2006
1014955	13074	PRINTER DELL 1710 PERSONAL USB 5YR WARRANTY	1CVC191	1150020001	PNDTRDIN	TC Pending Trade In	06/14/2006
1014956	13075	PRINTER DELL 1710 PERSONAL USB 5YR WARRANTY	37SC191	1150020001	PNDTRDIN	TC Pending Trade In	06/14/2006
1014975	147738	COMPUTER OPTIPLEX GX620 DELL	B4326B1	1150020001	PNDTRDIN	TC Pending Trade In	06/20/2006
1014994	147967	COMPUTERS OPTIPLEX G620 DELL	6BBPB61	1150020001	PNDTRDIN	TC Pending Trade In	06/20/2006
1015210	147209	DELL GX620 PC	H5X2D81	1150020001	PNDTRDIN	TC Pending Trade In	07/11/2006
1015248	147794	NOTEBOOK LATITUDE D620 WORKSTATION MODEL	5JN8BB1	1150020001	PNDTRDIN	TC Pending Trade In	07/19/2006
1015382	147822	CPU GX620 (1.0GB RAM) QUOTE #292416368	BN1YHB1	1150020001	PNDTRDIN	TC Pending Trade In	08/02/2006
1015385	147820	CPU GX620 (1.0GB RAM) DELL	HN1YHB1	1150020001	PNDTRDIN	TC Pending Trade In	08/02/2006
1015389	147810	COMPUTER GX620 DELL	CDDOHB1	1150020001	PNDTRDIN	TC Pending Trade In	08/02/2006
1015397	147837	NOTEBOOK LAT D620 DELL WORKSTATION MODEL	7MCSKB1	1150020001	PNDTRDIN	TC Pending Trade In	08/07/2006
1015405	131065	PRINTER 5110CN DELL 5YR WNTY QUOTE 302520381	FK08B91	1150020001	PNDTRDIN	TC Pending Trade In	08/09/2006
1015406	147843	COMPUTER GX620 DELL	CYXGLB1	1150020001	PNDTRDIN	TC Pending Trade In	08/09/2006
1015414	147848	NOTEBOOK LAT D620 DELL MOBILE (NO PORT REPLTOR	D0ZMLB1	1150020001	PNDTRDIN	TC Pending Trade In	08/14/2006
1015442	147876	NOTEBOOK LAT D620 DELL WORKSTATION MODEL	F38NLB1	1150020001	PNDTRDIN	TC Pending Trade In	08/14/2006
1015443	147866	NOTEBOOK LAT D620 DELL WORKSTATION MODEL	GL8NLB1	1150020001	PNDTRDIN	TC Pending Trade In	08/14/2006
1015445	147862	NOTEBOOK LAT D620 DELL WORKSTATION MODEL	368NLB1	1150020001	PNDTRDIN	TC Pending Trade In	08/14/2006
1015447	147861	NOTEBOOK LAT D620 DELL WORKSTATION MODEL	H18NLB1	1150020001	PNDTRDIN	TC Pending Trade In	08/14/2006
1015448	147831	COMPUTER GX620 DELL	1M3YHB1	1150020001	PNDTRDIN	TC Pending Trade In	08/14/2006
1015464	147896	COMPUTER GX620 DELL	1SMGMB1	1150020001	PNDTRDIN	TC Pending Trade In	08/16/2006
1015610	147928	CPU GX620 (1.0GB RAM) DELL	8ZLCQB1	1150020001	PNDTRDIN	TC Pending Trade In	09/07/2006
1015611	147919	CPU GX620 (512MB RAM) DELL	31X7QB1	1150020001	PNDTRDIN	TC Pending Trade In	09/07/2006
1015931	126590	COMPUTER DELL PRECISION 690 MINI-TOWER DUAL	3D671C1	1150020001	PNDTRDIN	TC Pending Trade In	10/29/2006
1015992	130863	PRINTER DELL 1710 PERSONAL USB 5YR	4WHWW91	1150020001	PNDTRDIN	TC Pending Trade In	11/09/2006
1016051	124149	HP 5610 COLOR INKJET	CN69LDF5Q3	1150020001	PNDTRDIN	TC Pending Trade In	11/20/2006
1016056	147954	NOTEBOOK LATITUDE D620 WORKSTATION MODEL	8W8Z3C1	1150020001	PNDTRDIN	TC Pending Trade In	11/20/2006
1016061	147950	COMPUTER GX620 DELL	D61N2C1	1150020001	PNDTRDIN	TC Pending Trade In	11/21/2006
1016065	129293	COMPUTERS DELL PRECISION 690 MINI-TOWER DUAL CORE	6JFQ3C1	1150020001	PNDTRDIN	TC Pending Trade In	11/21/2006
1016068	129301	COMPUTERS DELL PRECISION 690 MINI-TOWER DUAL CORE	FQFQ3C1	1150020001	PNDTRDIN	TC Pending Trade In	11/21/2006
1016134	128888	CANON IP90 PRINTER	FCVB52615	1150020001	PNDTRDIN	TC Pending Trade In	12/05/2006
1016137	128891	CANON IP90 PRINTER	FCVB52631	1150020001	PNDTRDIN	TC Pending Trade In	12/05/2006
1016455	148004	COMPUTER GX745 DELL	280BKC1	1150020001	PNDTRDIN	TC Pending Trade In	02/20/2007
1016469	148001	NOTEBOOK LATITUDE D620 WORKSTATION MODEL	FW8KGC1	1150020001	PNDTRDIN	TC Pending Trade In	02/21/2007
1016479	148006	NOTEBOOK LATITUDE D620 WORKSTATION MODEL	2YCNC1	1150020001	PNDTRDIN	TC Pending Trade In	02/27/2007
1016481	148005	NOTEBOOK LATITUDE D620 WORKSTATION MODEL	7YCNC1	1150020001	PNDTRDIN	TC Pending Trade In	02/27/2007
1016482	148007	NOTEBOOK LATITUDE D620 WORKSTATION MODEL	DYCNC1	1150020001	PNDTRDIN	TC Pending Trade In	02/27/2007
1016538	148102	NOTEBOOK LATITUDE D620 MOBILE (NO PORT REPLTOR)	4J0TKC1	1150020001	PNDTRDIN	TC Pending Trade In	03/07/2007
1016539	148091	NOTEBOOK LATITUDE D620 MOBILE (NO PORT REPLTOR)	3N0TKC1	1150020001	PNDTRDIN	TC Pending Trade In	03/07/2007
1016540	148097	NOTEBOOK LATITUDE D620 MOBILE (NO PORT REPLTOR)	CF0TKC1	1150020001	PNDTRDIN	TC Pending Trade In	03/07/2007
1016541	148088	NOTEBOOK LATITUDE D620 MOBILE (NO PORT REPLTOR)	5H0TKC1	1150020001	PNDTRDIN	TC Pending Trade In	03/07/2007
1016546	148093	NOTEBOOK LATITUDE D620 MOBILE (NO PORT REPLTOR)	6K0TKC1	1150020001	PNDTRDIN	TC Pending Trade In	03/07/2007
1016549	148096	NOTEBOOK LATITUDE D620 MOBILE (NO PORT REPLTOR)	BM0TKC1	1150020001	PNDTRDIN	TC Pending Trade In	03/07/2007
1016550	148094	NOTEBOOK LATITUDE D620 MOBILE (NO PORT REPLTOR)	2P0TKC1	1150020001	PNDTRDIN	TC Pending Trade In	03/07/2007
1016872	148250	COMPUTER GX745 DELL	BDL6PC1	1150020001	PNDTRDIN	TC Pending Trade In	03/15/2007
1016877	148187	COMPUTER GX745 DELL	H7B5PC1	1150020001	PNDTRDIN	TC Pending Trade In	03/15/2007

SAP Asset No	Created On	Asset Description	Serial No	RCC	Location Key	Location	Cap Date
1016999	148170	NOTEBOOK LATITUDE D620 MOBILE (OLD)	F3F1PC1	1150020001	PNDTRDIN	TC Pending Trade In	03/29/2007
1017197	148330	COMPUTER GX745 DELL	H37QVC1	1150020001	PNDTRDIN	TC Pending Trade In	04/25/2007
1017239	148322	NOTEBOOK LATITUDE D620 WORKSTATION MODEL	GTRMVC1	1150020001	PNDTRDIN	TC Pending Trade In	04/25/2007
1017253	109980	PRINTER LEXMARK T642N 2 DRAWER DUPLEX	791DRNZ	1150010001	PNDTRDIN	TC Pending Trade In	04/26/2007
1017294	148305	NOTEBOOK LATITUDE D620 MOBILE (NO PORT REPLTOR	7H4XTC1	1150010001	PNDTRDIN	TC Pending Trade In	04/26/2007
1017295	148306	NOTEBOOK LATITUDE D620 MOBILE (NO PORT REPLTOR	JG4XTC1	1150010001	PNDTRDIN	TC Pending Trade In	04/26/2007
1017340	148371	NOTEBOOK LATITUDE D620 WORKSTATION MODEL	C8B9XC1	1150010001	PNDTRDIN	TC Pending Trade In	05/04/2007
1017345	131357	PRINTER DELL 5110CN COLO5YR WNTY QUOTE #343715561	FN08891	1150020001	PNDTRDIN	TC Pending Trade In	05/04/2007
1017426	128873	PRINTER DELL 1710 PERSONAL USB 5YR	4BWHTB1	1150020001	PNDTRDIN	TC Pending Trade In	05/11/2007
1017597	148448	OPTIPLEX 745 SMALL FORM FACTORCORE 2 DUO	20WRYC1	1150020001	PNDTRDIN	TC Pending Trade In	05/17/2007
1017598	148452	OPTIPLEX 745 SMALL FORM FACTORCORE 2 DUO	Z2VRYC1	1150020001	PNDTRDIN	TC Pending Trade In	05/17/2007
1017635	148378	NOTEBOOK LATITUDE D620 MOBILE (NO PORT REPLTOR	9ZTDXC1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2007
1017789	148596	COMPUTER GX745 W/2GB RAM DELL	52MQ4D1	1150020001	PNDTRDIN	TC Pending Trade In	06/26/2007
1017790	148604	COMPUTER GX745 W/2GB RAM DELL	B2MQ4D1	1150020001	PNDTRDIN	TC Pending Trade In	06/26/2007
1017804	148598	COMPUTER GX745 W/2GB RAM DELL	G1MQ4D1	1150020001	PNDTRDIN	TC Pending Trade In	06/26/2007
1017821	148602	COMPUTER GX745 W/2GB RAM DELL	12MQ401	1150020001	PNDTRDIN	TC Pending Trade In	06/26/2007
1017873	131930	PRINTER DELL LASER 1720DN WITH WARRANTY	F2PTTB1	1150020001	PNDTRDIN	TC Pending Trade In	07/03/2007
1017949	148601	COMPUTER GX745 W/2GB RAM DELL	9QNQ4D1	1150020001	PNDTRDIN	TC Pending Trade In	07/06/2007
1017980	148603	COMPUTER GX745 W/2GB RAM DELL	7QNQ4D1	1150020001	PNDTRDIN	TC Pending Trade In	07/06/2007
1017988	148655	NOTEBOOK LATITUDE D620 W/2GB RAM WORKSTATION	9C6Z5D1	1150020001	PNDTRDIN	TC Pending Trade In	07/08/2007
1018120	148677	COMPUTER GX745 W/2GB RAM DELL	H4XG7D1	1150020001	PNDTRDIN	TC Pending Trade In	07/17/2007
1018121	148678	COMPUTER GX745 W/2GB RAM DELL	F4XG7D1	1150020001	PNDTRDIN	TC Pending Trade In	07/17/2007
1018122	148679	COMPUTER GX745 W/2GB RAM DELL	15XG7D1	1150020001	PNDTRDIN	TC Pending Trade In	07/17/2007
1018144	148672	COMPUTER GX745 W/2GB RAM DELL	DTXV6D1	1150020001	PNDTRDIN	TC Pending Trade In	07/17/2007
1018226	148701	COMPUTER GX745 W/2GB RAM DELL	7J5P7D1	1150020001	PNDTRDIN	TC Pending Trade In	07/25/2007
1018228	148702	COMPUTER GX745 W/2GB RAM DELL	7H5P7D1	1150020001	PNDTRDIN	TC Pending Trade In	07/25/2007
1018231	148721	NOTEBOOK LATITUDE D620 W/2GB RAM WORKSTATION	H5GNDD1	1150020001	PNDTRDIN	TC Pending Trade In	07/25/2007
1018247	148724	NOTEBOOK LATITUDE D620 W/2GB RAM WORKSTATION	26GNDD1	1150020001	PNDTRDIN	TC Pending Trade In	07/25/2007
1018248	148681	COMPUTER GX745 W/2GB RAM DELL	2H5P7D1	1150020001	PNDTRDIN	TC Pending Trade In	07/25/2007
1018256	148706	COMPUTER GX745 W/2GB RAM DELL	4J5P7P1	1150020001	PNDTRDIN	TC Pending Trade In	07/25/2007
1018316	122481	XPS M1710 INTEL CORE 2 DUP PROCESSOR T7600G DELL	JHWXBD1	1150020001	PNDTRDIN	TC Pending Trade In	08/02/2007
1018431	137046	PRINTER DELL 1720 PERSONAL USB 5YR	75DVTB1	1150020001	PNDTRDIN	TC Pending Trade In	08/09/2007
1018450	137007	PRINTERS DELL WORKGROUP LASER 5310N	3R6V4B1	1150020001	PNDTRDIN	TC Pending Trade In	08/09/2007
1018460	137017	PRINTERS DELL WORKGROUP LASER 5310N	FB7V4B1	1150020001	PNDTRDIN	TC Pending Trade In	08/09/2007
1018461	137019	PRINTERS DELL WORKGROUP LASER 5310N	4J6V4B1	1150020001	PNDTRDIN	TC Pending Trade In	08/09/2007
1018489	137362	PRINTER DELL 1720 PERSONAL USB 5YR	BHK28D1	1150020001	PNDTRDIN	TC Pending Trade In	08/09/2007
1018571	129464	PRINTER DELL 1720 PERSONAL USB 5YR	HNNWTB1	1150020001	PNDTRDIN	TC Pending Trade In	08/24/2007
1018740	148764	NOTEBOOK LAT D630 W/2GB RAM MOBILE DELL	CD9WND1	1150020001	PNDTRDIN	TC Pending Trade In	09/18/2007
1018850	128967	PRINTER DELL 1720 PERSONAL USB 5YR	CXVYTB1	1150020001	PNDTRDIN	TC Pending Trade In	09/25/2007
1018957	131939	PRINTER DELL 1720 PERSONAL USB 5YR	FYBYTB1	1150020001	PNDTRDIN	TC Pending Trade In	09/28/2007
1019082	148799	NOTEBOOK LATITUDE D630 MOBILE QUOTE# 383435507	71VVRD1	1150020001	PNDTRDIN	TC Pending Trade In	10/04/2007
1019147	148794	NOTEBOOK LATITUDE D630 WORKSTATION MODEL	GKFSRD1	1150020001	PNDTRDIN	TC Pending Trade In	10/11/2007
1019171	148827	COMPUTER GX745 W/2GB RAM DELL	F4QWRD1	1150020001	PNDTRDIN	TC Pending Trade In	10/12/2007
1019187	148849	COMPUTER GX745 W/2GB RAM DELL	84GBYD1	1150020001	PNDTRDIN	TC Pending Trade In	10/12/2007
1019188	148852	COMPUTER GX745 W/2GB RAM DELL	B4GBYD1	1150010001	PNDTRDIN	TC Pending Trade In	10/12/2007
1019311	129470	PRINTER DELL 5310N WKGRP2 DRAWER DUPLEX ENVELOPE	3WFV4B1	1150020001	PNDTRDIN	TC Pending Trade In	10/17/2007
1019315	148847	COMPUTER OPTIPLEX 745 MINITOWER CORE 2 DUP E6300	D3T6XD1	1150020001	PNDTRDIN	TC Pending Trade In	10/18/2007
1019387	129363	LAPTOP INTEL CORE DUO PROCESSOR L2400 (CENTRINO)	7GKYA53395	1150020001	PNDTRDIN	TC Pending Trade In	10/29/2007
1019396	129336	LAPTOP INTEL CORE DUO PROCESSOR L2400 (CENTRINO)	7GKYA53138	1150020001	PNDTRDIN	TC Pending Trade In	10/29/2007
1019496	148888	LATITUDE D630 INTEL CORE 2 DUO Y7300 2.00GHZ	77HB1F1	1150020001	PNDTRDIN	TC Pending Trade In	11/14/2007
1019530	148918	DESKTOP OPTIPLEX 755	CX3J3F1	1150020001	PNDTRDIN	TC Pending Trade In	11/20/2007
1019535	148923	DESKTOP OPTIPLEX 755	JX3J3F1	1150020001	PNDTRDIN	TC Pending Trade In	11/20/2007
1019536	148924	DESKTOP OPTIPLEX 755	4X3J3F1	1150020001	PNDTRDIN	TC Pending Trade In	11/20/2007
1019537	148925	DESKTOP OPTIPLEX 755	1Y3J3F1	1150020001	PNDTRDIN	TC Pending Trade In	11/20/2007
1019538	148926	DESKTOP OPTIPLEX 755	2Y3J3F1	1150020001	PNDTRDIN	TC Pending Trade In	11/20/2007
1019554	148931	DESKTOP OPTIPLEX 755 SMALL FORM FACTOR CORE 2 DUO	NEED	1150020001	PNDTRDIN	TC Pending Trade In	11/20/2007
1019557	148935	DESKTOP OPTIPLEX 755 SMALL FORM FACTOR CORE 2 DUO	GX3J3F1	1150020001	PNDTRDIN	TC Pending Trade In	11/20/2007
1019558	149286	DESKTOP OPTIPLEX 755 SMALL FORM FACTOR CORE 2 DUO	GJGGDF1	1150020001	PNDTRDIN	TC Pending Trade In	11/20/2007
1019564	149292	DESKTOP OPTIPLEX 755 SMALL FORM FACTOR CORE 2 DUO	BJGGDF1	1150020001	PNDTRDIN	TC Pending Trade In	11/20/2007
1019565	149293	DESKTOP OPTIPLEX 755 SMALL FORM FACTOR CORE 2 DUO	DGGGDF1	1150020001	PNDTRDIN	TC Pending Trade In	11/20/2007
1019566	149294	DESKTOP OPTIPLEX 755 SMALL FORM FACTOR CORE 2 DUO	HGGGDF1	1150020001	PNDTRDIN	TC Pending Trade In	11/20/2007
1019568	149296	DESKTOP OPTIPLEX 755 SMALL FORM FACTOR CORE 2 DUO	DJGGDF1	1150020001	PNDTRDIN	TC Pending Trade In	11/20/2007
1019569	149297	DESKTOP OPTIPLEX 755 SMALL FORM FACTOR CORE 2 DUO	4JGGDF1	1150020001	PNDTRDIN	TC Pending Trade In	11/20/2007
1019571	149299	DESKTOP OPTIPLEX 755 SMALL FORM FACTOR CORE 2 DUO	GHGGDF1	1150020001	PNDTRDIN	TC Pending Trade In	11/20/2007
1019572	149300	DESKTOP OPTIPLEX 755 SMALL FORM FACTOR CORE 2 DUO	3JGGDF1	1150020001	PNDTRDIN	TC Pending Trade In	11/20/2007
1019573	149301	DESKTOP OPTIPLEX 755 SMALL FORM FACTOR CORE 2 DUO	8HGGDF1	1150020001	PNDTRDIN	TC Pending Trade In	11/20/2007

SAP Asset No	Created On	Asset Description	Serial No	RCC	Location Key	Location	Cap Date
1019574	149302	DESKTOP OPTIPLEX 755 SMALL FORM FACTOR CORE 2 DUO	9HGDF1	1150020001	PNDTRDIN	TC Pending Trade In	11/20/2007
1019603	148903	COMPUTER OPTIPLEX 755 SMALL FORM FACTORCORE 2 DUO	30LH3F1	1150020001	PNDTRDIN	TC Pending Trade In	11/26/2007
1019751	148945	NOTEBOOK LATITUDE D630 WORKSTATION MODEL	9T5C5F1	1150020001	PNDTRDIN	TC Pending Trade In	11/29/2007
1019765	149044	COMPUTER GX755 W/2GB RAM DELL	52QT5F1	1150020001	PNDTRDIN	TC Pending Trade In	11/30/2007
1019766	149051	COMPUTER GX755 W/2GB RAM DELL	1YQT5F1	1150020001	PNDTRDIN	TC Pending Trade In	11/30/2007
1019767	149055	COMPUTER GX755 W/2GB RAM DELL	7VQT5F1	1150020001	PNDTRDIN	TC Pending Trade In	11/30/2007
1019768	149056	COMPUTER GX755 W/2GB RAM DELL	HYQT5F1	1150020001	PNDTRDIN	TC Pending Trade In	11/30/2007
1019770	149063	COMPUTER GX755 W/2GB RAM DELL	JTQT5F1	1150020001	PNDTRDIN	TC Pending Trade In	11/30/2007
1019771	149065	COMPUTER GX755 W/2GB RAM DELL	JVQT5F1	1150020001	PNDTRDIN	TC Pending Trade In	11/30/2007
1019779	149071	COMPUTER GX745 W/2GB RAM DELL	9H6V5F1	1150020001	PNDTRDIN	TC Pending Trade In	11/30/2007
1019781	149072	COMPUTER GX745 W/2GB RAM DELL	6H6V5F1	1150020001	PNDTRDIN	TC Pending Trade In	11/30/2007
1019782	149076	COMPUTER GX745 W/2GB RAM DELL	7H6V5F1	1150020001	PNDTRDIN	TC Pending Trade In	11/30/2007
1019785	149066	COMPUTER GX745 W/2GB RAM DELL	FH6V5F1	1150020001	PNDTRDIN	TC Pending Trade In	11/30/2007
1019787	149067	COMPUTER GX745 W/2GB RAM DELL	JH6V5F1	1150020001	PNDTRDIN	TC Pending Trade In	11/30/2007
1019788	149074	COMPUTER GX745 W/2GB RAM DELL	2J6V5F1	1150020001	PNDTRDIN	TC Pending Trade In	11/30/2007
1019791	149046	COMPUTER GX745 W/2GB RAM DELL	CTST5F1	1150020001	PNDTRDIN	TC Pending Trade In	11/30/2007
1019795	149057	COMPUTER GX745 W/2GB RAM DELL	GTST5F1	1150020001	PNDTRDIN	TC Pending Trade In	11/30/2007
1019796	149058	COMPUTER GX745 W/2GB RAM DELL	6VST5F1	1150020001	PNDTRDIN	TC Pending Trade In	11/30/2007
1019797	149059	COMPUTER GX745 W/2GB RAM DELL	3VST5F1	1150020001	PNDTRDIN	TC Pending Trade In	11/30/2007
1019813	149043	COMPUTER GX745 W/2GB RAM DELL	8YPT5F1	1150020001	PNDTRDIN	TC Pending Trade In	12/02/2007
1019815	149045	COMPUTER GX745 W/2GB RAM DELL	FYPT5F1	1150020001	PNDTRDIN	TC Pending Trade In	12/02/2007
1019817	149047	COMPUTER GX745 W/2GB RAM DELL	7YPT5F1	1150020001	PNDTRDIN	TC Pending Trade In	12/02/2007
1019819	149048	COMPUTER GX745 W/2GB RAM DELL	5YPT5F1	1150020001	PNDTRDIN	TC Pending Trade In	12/02/2007
1019823	149053	COMPUTER GX745 W/2GB RAM DELL	CYPT5F1	1150020001	PNDTRDIN	TC Pending Trade In	12/02/2007
1019825	149049	COMPUTER GX755 W/2GB RAM DELL	DYPT5F1	1150020001	PNDTRDIN	TC Pending Trade In	12/02/2007
1019826	149050	COMPUTER GX745 W/2GB RAM DELL	3VQT5F1	1150020001	PNDTRDIN	TC Pending Trade In	12/02/2007
1019854	148999	COMPUTER GX755 W/2GB RAM DELL	F1ZC5F1	1150020001	PNDTRDIN	TC Pending Trade In	12/04/2007
1019856	148992	COMPUTER GX755 W/2GB RAM DELL	63KC5F1	1150020001	PNDTRDIN	TC Pending Trade In	12/04/2007
1019899	149197	COMPUTER GX755 W/2GB RAM DELL	JBYQ8F1	1150020001	PNDTRDIN	TC Pending Trade In	12/10/2007
1019900	149198	COMPUTER GX755 W/2GB RAM DELL	GBYQ8F1	1150020001	PNDTRDIN	TC Pending Trade In	12/10/2007
1019901	149199	COMPUTER GX755 W/2GB RAM DELL	7CYQ8F1	1150020001	PNDTRDIN	TC Pending Trade In	12/10/2007
1019902	149200	COMPUTER GX755 W/2GB RAM DELL	FBYQ8F1	1150020001	PNDTRDIN	TC Pending Trade In	12/10/2007
1019903	149201	COMPUTER GX755 W/2GB RAM DELL	6BYQ8F1	1150020001	PNDTRDIN	TC Pending Trade In	12/10/2007
1019904	149202	COMPUTER GX755 W/2GB RAM DELL	4BYQ8F1	1150020001	PNDTRDIN	TC Pending Trade In	12/10/2007
1019905	149203	COMPUTER GX755 W/2GB RAM DELL	BBYQ8F1	1150020001	PNDTRDIN	TC Pending Trade In	12/10/2007
1019907	149205	COMPUTER GX755 W/2GB RAM DELL	5CYQ8F1	1150020001	PNDTRDIN	TC Pending Trade In	12/10/2007
1019908	149221	COMPUTER GX755 W/2GB RAM DELL	9CYQ8F1	1150020001	PNDTRDIN	TC Pending Trade In	12/10/2007
1019938	149222	COMPUTER GX755 W/2GB RAM DELL	DCYQ8F1	1150020001	PNDTRDIN	TC Pending Trade In	12/10/2007
1019981	149137	NOTEBOOK LATITUDE D630 WORKSTATION MODEL	3B6P8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1019983	149224	NOTEBOOK LATITUDE D630 WORKSTATION MODEL	297Q8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1019984	149227	NOTEBOOK LATITUDE D630 WORKSTATION MODEL	F97QAF1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1019987	149161	COMPUTER GX755 W/2GB RAM DELL	FDGQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1019989	149178	COMPUTER GX755 W/2GB RAM DELL	J6GQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1019991	149162	COMPUTER GX755 W/2GB RAM DELL	8FGQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1019993	149146	COMPUTER GX755 W/2GB RAM DELL	DHGQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1019995	149176	COMPUTER GX755 W/2GB RAM DELL	4FGQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1019997	149189	COMPUTER GX755 W/2GB RAM DELL	27GQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1019999	149171	COMPUTER GX755 W/2GB RAM DELL	19GQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020001	149191	COMPUTER GX755 W/2GB RAM DELL	57GQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020003	149150	COMPUTER GX755 W/2GB RAM DELL	1HGQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020005	149160	COMPUTER GX755 W/2GB RAM DELL	8HGQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020007	149151	COMPUTER GX755 W/2GB RAM DELL	GHGQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020009	149158	COMPUTER GX755 W/2GB RAM DELL	BDGQ8F1	1150020001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020011	149152	COMPUTER GX755 W/2GB RAM DELL	HGGQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020015	149148	COMPUTER GX755 W/2GB RAM DELL	BHGQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020021	149179	COMPUTER GX755 W/2GB RAM DELL	68GQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020023	149166	COMPUTER GX755 W/2GB RAM DELL	CGGQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020025	149169	COMPUTER GX755 W/2GB RAM DELL	JDGQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020027	149187	COMPUTER GX755 W/2GB RAM DELL	98GQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020031	149155	COMPUTER GX755 W/2GB RAM DELL	7GGQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020033	149180	COMPUTER GX755 W/2GB RAM DELL	38GQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020035	149170	COMPUTER GX755 W/2GB RAM DELL	5GGQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020037	149154	COMPUTER GX755 W/2GB RAM DELL	3HGQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020039	149167	COMPUTER GX755 W/2GB RAM DELL	HHGQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020041	149159	COMPUTER GX755 W/2GB RAM DELL	BFGQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020043	149182	COMPUTER GX755 W/2GB RAM DELL	D8GQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007

SAP Asset No	Created On	Asset Description	Serial No	RCC	Location Key	Location	Cap Date
1020045	149190	COMPUTER GX755 W/2GB RAM DELL	48GQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020047	149164	COMPUTER GX755 W/2GB RAM DELL	GFGQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020049	149186	COMPUTER GX755 W/2GB RAM DELL	J8GQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020053	149149	COMPUTER GX755 W/2GB RAM DELL	5HGQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020055	149172	COMPUTER GX755 W/2GB RAM DELL	49GQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020057	149181	COMPUTER GX755 W/2GB RAM DELL	96GQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020058	149185	COMPUTER GX755 W/2GB RAM DELL	G6GQ8F1	1150020001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020061	149127	PRECISION DELL 690 MINI- TOWER	BMJF8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020063	149128	PRECISION DELL 690 MINI- TOWER	HMJF8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020065	149130	PRECISION DELL 690 MINI- TOWER	1NJF8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020066	149131	PRECISION DELL 690 MINI- TOWER	FMJF8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020067	149132	PRECISION DELL 690 MINI- TOWER	JMJF8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020068	149133	PRECISION DELL 690 MINI- TOWER	5N3F8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020082	149157	COMPUTER GX755 W/2GB RAM DELL	9GGQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020084	149156	COMPUTER GX755 W/2GB RAM DELL	3GGQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020086	149163	COMPUTER GX755 W/2GB RAM DELL	FGGQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020088	149184	COMPUTER GX755 W/2GB RAM DELL	97GQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020090	149192	COMPUTER GX755 W/2GB RAM DELL	18GQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020094	149183	COMPUTER GX755 W/2GB RAM DELL	C7GQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020096	149228	NOTEBOOK LATITUDE D630 WORKSTATION MODEL	C97Q8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020098	149147	COMPUTER GX755 W/2GB RAM DELL	JHGQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020100	149165	COMPUTER GX755 W/2GB RAM DELL	1GGQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020101	149168	COMPUTER GX755 W/2GB RAM DELL	2FGQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020102	149173	COMPUTER GX755 W/2GB RAM DELL	G8GQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020103	149188	COMPUTER GX755 W/2GB RAM DELL	47GQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020104	149193	COMPUTER GX755 W/2GB RAM DELL	DGGQ8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020110	149225	NOTEBOOK LATITUDE D630 MOBILE QUOTE# 392929349	G97Q8F1	1150010001	PNDTRDIN	TC Pending Trade In	12/13/2007
1020288	149251	COMPUTER GX755 W/2GB RAM DELL	8QMS9F1	1150010001	PNDTRDIN	TC Pending Trade In	12/16/2007
1020292	149255	COMPUTER GX755 W/2GB RAM DELL	1QMS9F1	1150010001	PNDTRDIN	TC Pending Trade In	12/16/2007
1020313	149135	COMPUTER GX755 W/2GB RAM DELL	G6LN8F1	1150020001	PNDTRDIN	TC Pending Trade In	12/17/2007
1020343	149230	COMPUTER GX755 W/2GB RAM DELL	JSSD9F1	1150020001	PNDTRDIN	TC Pending Trade In	12/19/2007
1020345	149231	COMPUTER GX755 W/2GB RAM DELL	1VSD9F1	1150020001	PNDTRDIN	TC Pending Trade In	12/19/2007
1020347	149233	COMPUTER GX755 W/2GB RAM DELL	CTSD9F1	1150020001	PNDTRDIN	TC Pending Trade In	12/19/2007
1020348	149234	COMPUTER GX755 W/2GB RAM DELL	FTSD9F1	1150020001	PNDTRDIN	TC Pending Trade In	12/19/2007
1020349	149235	COMPUTER GX755 W/2GB RAM DELL	5VSD9F1	1150020001	PNDTRDIN	TC Pending Trade In	12/19/2007
1020350	149236	COMPUTER GX755 W/2GB RAM DELL	5TSD9F1	1150020001	PNDTRDIN	TC Pending Trade In	12/19/2007
1020351	149237	COMPUTER GX755 W/2GB RAM DELL	FTSD9F1	1150020001	PNDTRDIN	TC Pending Trade In	12/19/2007
1020352	149238	COMPUTER GX755 W/2GB RAM DELL	6WSD9F1	1150020001	PNDTRDIN	TC Pending Trade In	12/19/2007
1020353	149239	COMPUTER GX755 W/2GB RAM DELL	2WSD9F1	1150020001	PNDTRDIN	TC Pending Trade In	12/19/2007
1020354	149240	COMPUTER GX755 W/2GB RAM DELL	8VSD9F1	1150020001	PNDTRDIN	TC Pending Trade In	12/19/2007
1020355	149241	COMPUTER GX755 W/2GB RAM DELL	1XSD9F1	1150020001	PNDTRDIN	TC Pending Trade In	12/19/2007
1020356	149242	COMPUTER GX755 W/2GB RAM DELL	DWSD9F1	1150020001	PNDTRDIN	TC Pending Trade In	12/19/2007
1020357	149243	COMPUTER GX755 W/2GB RAM DELL	GWSD9F1	1150020001	PNDTRDIN	TC Pending Trade In	12/19/2007
1020358	149244	COMPUTER GX755 W/2GB RAM DELL	BWSD9F1	1150020001	PNDTRDIN	TC Pending Trade In	12/19/2007
1020359	149245	COMPUTER GX755 W/2GB RAM DELL	9TSD9F1	1150020001	PNDTRDIN	TC Pending Trade In	12/19/2007
1020378	149077	COMPUTER GX755 W/2GB RAM DELL	DJ6V5F1	1150020001	PNDTRDIN	TC Pending Trade In	12/19/2007
1020386	137897	PRINTER HP OFFICEJET L7680 COLOR ALL IN ONE	MY76C5407V	1150020001	PNDTRDIN	TC Pending Trade In	12/26/2007
1020455	149138	COMPUTER GX755 W/2GB RAM DELL	3QLN8F1	1150020001	PNDTRDIN	TC Pending Trade In	01/03/2008
1020459	149208	COMPUTER GX755 W/2GB RAM DELL	57YQ8F1	1150020001	PNDTRDIN	TC Pending Trade In	01/03/2008
1020461	149209	COMPUTER GX755 W/2GB RAM DELL	J7YQ8F1	1150020001	PNDTRDIN	TC Pending Trade In	01/03/2008
1020463	149218	COMPUTER GX755 W/2GB RAM DELL	77YQ8F1	1150020001	PNDTRDIN	TC Pending Trade In	01/03/2008
1020464	149206	COMPUTER GX755 W/2GB RAM DELL	G7YQ8F1	1150020001	PNDTRDIN	TC Pending Trade In	01/03/2008
1020486	149308	COMPUTER GX755 W/2GB RAM DELL	BFJBDF1	1150020001	PNDTRDIN	TC Pending Trade In	01/08/2008
1020488	149306	COMPUTER GX755 W/2GB RAM DELL	5FJBDF1	1150020001	PNDTRDIN	TC Pending Trade In	01/08/2008
1020489	149304	COMPUTER GX755 W/2GB RAM DELL	CFJBDF1	1150020001	PNDTRDIN	TC Pending Trade In	01/08/2008
1020490	149309	COMPUTER GX755 W/2GB RAM DELL	7FJBDF1	1150020001	PNDTRDIN	TC Pending Trade In	01/08/2008
1020491	149305	COMPUTER GX755 W/2GB RAM DELL	8FJBDF1	1150020001	PNDTRDIN	TC Pending Trade In	01/08/2008
1020492	149307	COMPUTER GX755 W/2GB RAM DELL	4FJBDF1	1150020001	PNDTRDIN	TC Pending Trade In	01/08/2008
1020498	129354	PRINTER DELL 5310N 5YR WNTY QUOTE: 388075911	GGNV4B1	1150020001	PNDTRDIN	TC Pending Trade In	01/08/2008
1020601	149318	COMPUTER GX755 W/2GB RAM DELL	1TQVGF1	1150020001	PNDTRDIN	TC Pending Trade In	01/18/2008
1020603	149315	COMPUTER GX755 W/2GB RAM DELL	GSQVGF1	1150020001	PNDTRDIN	TC Pending Trade In	01/18/2008
1020605	149319	COMPUTER GX755 W/2GB RAM DELL	8RQVGF1	1150020001	PNDTRDIN	TC Pending Trade In	01/18/2008
1020606	149320	COMPUTER GX755 W/2GB RAM DELL	BTQVGF1	1150020001	PNDTRDIN	TC Pending Trade In	01/18/2008
1020608	149321	COMPUTER GX755 W/2GB RAM DELL	7TQVGF1	1150020001	PNDTRDIN	TC Pending Trade In	01/18/2008
1020610	149323	COMPUTER GX755 W/2GB RAM DELL	BQQVGF1	1150020001	PNDTRDIN	TC Pending Trade In	01/18/2008
1020612	149324	COMPUTER GX755 W/2GB RAM DELL	8SQVGF1	1150020001	PNDTRDIN	TC Pending Trade In	01/18/2008

SAP Asset No	Created On	Asset Description	Serial No	RCC	Location Key	Location	Cap Date
1020815	149431	COMPUTER GX755 W/2GB RAM DELL	7PVBKF1	1150020001	PNDTRDIN	TC Pending Trade In	01/29/2008
1020816	149432	COMPUTER GX755 W/2GB RAM DELL	4PVBKF1	1150020001	PNDTRDIN	TC Pending Trade In	01/29/2008
1020818	149434	COMPUTER GX755 W/2GB RAM DELL	JMVBKF1	1150020001	PNDTRDIN	TC Pending Trade In	01/29/2008
1020819	149435	COMPUTER GX755 W/2GB RAM DELL	1PVBKF1	1150020001	PNDTRDIN	TC Pending Trade In	01/29/2008
1020856	149436	COMPUTER GX755 W/2GB RAM DELL	9NVBKF1	1150020001	PNDTRDIN	TC Pending Trade In	01/29/2008
1020858	149437	COMPUTER GX755 W/2GB RAM DELL	7QVBKF1	1150020001	PNDTRDIN	TC Pending Trade In	01/29/2008
1020860	152524	COMPUTER GX755 W/2GB RAM DELL	HL81SF1	1150020001	PNDTRDIN	TC Pending Trade In	01/29/2008
1020862	149438	COMPUTER GX755 W/2GB RAM DELL	CMVBKF1	1150020001	PNDTRDIN	TC Pending Trade In	01/29/2008
1020864	149439	COMPUTER GX755 W/2GB RAM DELL	GQVBKF1	1150020001	PNDTRDIN	TC Pending Trade In	01/29/2008
1020866	149440	COMPUTER GX755 W/2GB RAM DELL	GPVBKF1	1150020001	PNDTRDIN	TC Pending Trade In	01/29/2008
1020868	149441	COMPUTER GX755 W/2GB RAM DELL	BPVBKF1	1150020001	PNDTRDIN	TC Pending Trade In	01/29/2008
1020870	149442	COMPUTER GX755 W/2GB RAM DELL	6QVBKF1	1150020001	PNDTRDIN	TC Pending Trade In	01/29/2008
1020872	149443	COMPUTER GX755 W/2GB RAM DELL	8PVBKF1	1150020001	PNDTRDIN	TC Pending Trade In	01/29/2008
1020874	149444	COMPUTER GX755 W/2GB RAM DELL	DNVBKF1	1150020001	PNDTRDIN	TC Pending Trade In	01/29/2008
1020908	137316	FILE SERVER QUAL CORE XEON PROCESSOR DELL 2900	G9S7LF1	1150020001	PNDTRDIN	TC Pending Trade In	02/05/2008
1020927	149448	NOTEBOOK LATITUDE D630 MOBILE QUOTE# 392929349	7BB3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020928	149449	NOTEBOOK LATITUDE D630 MOBILE QUOTE# 392929349	99B3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020929	149450	NOTEBOOK LATITUDE D630 MOBILE QUOTE# 392929349	1BB3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020930	149454	NOTEBOOK LATITUDE D630 MOBILE QUOTE# 392929349	3BB3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020931	149456	NOTEBOOK LATITUDE D630 MOBILE QUOTE# 392929349	CHBCMF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020932	149445	COMPUTER GX755 W/2GB RAM DELL	GB72MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020933	149446	COMPUTER GX755 W/2GB RAM DELL	DB72MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020936	152506	COMPUTER GX755 W/2GB RAM DELL	6YX3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020938	152500	COMPUTER GX755 W/2GB RAM DELL	1ZX3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020940	149465	COMPUTER GX755 W/2GB RAM DELL	HKP3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020942	149484	COMPUTER GX755 W/2GB RAM DELL	4RW3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020944	149473	COMPUTER GX755 W/2GB RAM DELL	DQW3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020945	149457	COMPUTER GX755 W/2GB RAM DELL	9CP3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020946	149458	COMPUTER GX755 W/2GB RAM DELL	BCP3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020948	149460	COMPUTER GX755 W/2GB RAM DELL	FCP3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020949	149461	COMPUTER GX755 W/2GB RAM DELL	BKP3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020950	149462	COMPUTER GX755 W/2GB RAM DELL	8KP3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020951	149463	COMPUTER GX755 W/2GB RAM DELL	JKP3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020952	149464	COMPUTER GX755 W/2GB RAM DELL	7KP3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020953	149468	COMPUTER GX755 W/2GB RAM DELL	9KP3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020954	149469	COMPUTER GX755 W/2GB RAM DELL	GCV3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020955	149470	COMPUTER GX755 W/2GB RAM DELL	HCV3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020956	149471	COMPUTER GX755 W/2GB RAM DELL	JCV3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020958	149474	COMPUTER GX755 W/2GB RAM DELL	CQW3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020959	149475	COMPUTER GX755 W/2GB RAM DELL	GQW3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020960	149476	COMPUTER GX755 W/2GB RAM DELL	JQW3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020961	149478	COMPUTER GX755 W/2GB RAM DELL	HQW3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020962	149479	COMPUTER GX755 W/2GB RAM DELL	FRW3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020963	149481	COMPUTER GX755 W/2GB RAM DELL	HYX3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020964	149483	COMPUTER GX755 W/2GB RAM DELL	3RW3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020965	149485	COMPUTER GX755 W/2GB RAM DELL	JRW3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020966	149486	COMPUTER GX755 W/2GB RAM DELL	7RW3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020967	149487	COMPUTER GX755 W/2GB RAM DELL	FYX3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020968	149488	COMPUTER GX755 W/2GB RAM DELL	20Y3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020969	149489	COMPUTER GX755 W/2GB RAM DELL	BSW3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020970	149490	COMPUTER GX755 W/2GB RAM DELL	GRW3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020971	149491	COMPUTER GX755 W/2GB RAM DELL	BRW3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020972	149492	COMPUTER GX755 W/2GB RAM DELL	GZX3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020973	149493	COMPUTER GX755 W/2GB RAM DELL	FQW3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020974	149494	COMPUTER GX755 W/2GB RAM DELL	7ZX3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020975	149495	COMPUTER GX755 W/2GB RAM DELL	CRW3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020976	149496	COMPUTER GX755 W/2GB RAM DELL	9YX3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020977	149497	COMPUTER GX755 W/2GB RAM DELL	CSW3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020978	149498	COMPUTER GX755 W/2GB RAM DELL	5RW3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020979	149499	COMPUTER GX755 W/2GB RAM DELL	9ZX3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020981	152504	COMPUTER GX755 W/2GB RAM DELL	CYX3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020982	152507	COMPUTER GX755 W/2GB RAM DELL	2YX3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020983	152508	COMPUTER GX755 W/2GB RAM DELL	7SW3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020985	152510	COMPUTER GX755 W/2GB RAM DELL	DZX3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020986	152511	COMPUTER GX755 W/2GB RAM DELL	2SW3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020987	152513	COMPUTER GX755 W/2GB RAM DELL	JZX3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008

SAP Asset No	Created On	Asset Description	Serial No	RCC	Location Key	Location	Cap Date
1020988	152514	COMPUTER GX755 W/2GB RAM DELL	4YX3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020989	152515	COMPUTER GX755 W/2GB RAM DELL	9RW3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1020990	152516	COMPUTER GX755 W/2GB RAM DELL	6RW3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1021035	152517	COMPUTER GX755 W/2GB RAM DELL	4ZX3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1021038	152520	COMPUTER GX755 W/2GB RAM DELL	5SW3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1021039	152518	COMPUTER GX755 W/2GB RAM DELL	6SW3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1021044	149451	NOTEBOOK LATITUDE D630 MOBILE QUOTE# 392929349	4HB3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1021045	149452	NOTEBOOK LATITUDE D630 MOBILE QUOTE# 392929349	9HB3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1021046	149453	NOTEBOOK LATITUDE D630 MOBILE QUOTE# 392929349	7HB3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1021047	149455	NOTEBOOK LATITUDE D630 MOBILE QUOTE# 392929349	6HB3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1021048	149466	COMPUTER GX755 W/2GB RAM DELL	GKP3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1021050	149477	COMPUTER GX755 W/2GB RAM DELL	1RW3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1021051	152512	COMPUTER GX755 W/2GB RAM DELL	4SW3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1021052	149467	COMPUTER GX755 W/2GB RAM DELL	5KP3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1021054	152503	COMPUTER GX755 W/2GB RAM DELL	CZX3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1021056	149482	COMPUTER GX755 W/2GB RAM DELL	8RW3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1021058	152501	COMPUTER GX755 W/2GB RAM DELL	DRW3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1021060	149480	COMPUTER GX755 W/2GB RAM DELL	9SW3MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/15/2008
1021074	149447	COMPUTER GX755 W/2GB RAM DELL	6R62MF1	1150020001	PNDTRDIN	TC Pending Trade In	02/19/2008
1021108	152533	COMPUTER GX755 W/2GB RAM DELL	G5DCSF1	1150020001	PNDTRDIN	TC Pending Trade In	03/04/2008
1021113	152529	COMPUTER GX755 W/2GB RAM DELL	7PY2SF1	1150010001	PNDTRDIN	TC Pending Trade In	03/05/2008
1021120	152528	COMPUTER GX755 W/2GB RAM DELL	BMV2SF1	1150010001	PNDTRDIN	TC Pending Trade In	03/05/2008
1021122	152525	COMPUTER GX755 W/2GB RAM DELL	3PY2SF1	1150010001	PNDTRDIN	TC Pending Trade In	03/05/2008
1021123	152527	COMPUTER GX755 W/2GB RAM DELL	7NY2SF1	1150010001	PNDTRDIN	TC Pending Trade In	03/05/2008
1021124	152530	COMPUTER GX755 W/2GB RAM DELL	DPY28F1	1150020001	PNDTRDIN	TC Pending Trade In	03/05/2008
1021125	152531	COMPUTER GX755 W/2GB RAM DELL	BPY25F1	1150010001	PNDTRDIN	TC Pending Trade In	03/05/2008
1021130	152526	COMPUTER GX755 W/2GB RAM DELL	DNY2SF1	1150010001	PNDTRDIN	TC Pending Trade In	03/05/2008
1021147	152555	COMPUTER GX755 W/2GB RAM DELL	JND2TF1	1150020001	PNDTRDIN	TC Pending Trade In	03/17/2008
1021149	152556	COMPUTER GX755 W/2GB RAM DELL	2PD2TF1	1150020001	PNDTRDIN	TC Pending Trade In	03/17/2008
1021223	149400	COMPUTER GX755 W/2GB RAM DELL	GLVBKF1	1150020001	PNDTRDIN	TC Pending Trade In	03/24/2008
1021225	152534	COMPUTER GX755 W/2GB RAM DELL	2CNMSF1	1150020001	PNDTRDIN	TC Pending Trade In	03/24/2008
1021227	152535	COMPUTER GX755 W/2GB RAM DELL	FBNMSF1	1150010001	PNDTRDIN	TC Pending Trade In	03/24/2008
1021229	152536	COMPUTER GX755 W/2GB RAM DELL	H9NMSF1	1150010001	PNDTRDIN	TC Pending Trade In	03/24/2008
1021231	152537	COMPUTER GX755 W/2GB RAM DELL	HBNMSF1	1150010001	PNDTRDIN	TC Pending Trade In	03/24/2008
1021233	152539	COMPUTER GX755 W/2GB RAM DELL	8BNMSF1	1150010001	PNDTRDIN	TC Pending Trade In	03/24/2008
1021234	152540	COMPUTER GX755 W/2GB RAM DELL	C9NMSF1	1150010001	PNDTRDIN	TC Pending Trade In	03/24/2008
1021236	152541	COMPUTER GX755 W/2GB RAM DELL	6CNMSF1	1150010001	PNDTRDIN	TC Pending Trade In	03/24/2008
1021238	152542	COMPUTER GX755 W/2GB RAM DELL	7BNMSF1	1150010001	PNDTRDIN	TC Pending Trade In	03/24/2008
1021242	152545	COMPUTER GX755 W/2GB RAM DELL	7CNMSF1	1150010001	PNDTRDIN	TC Pending Trade In	03/24/2008
1021244	152546	COMPUTER GX755 W/2GB RAM DELL	1BNMSF1	1150010001	PNDTRDIN	TC Pending Trade In	03/24/2008
1021246	152548	COMPUTER GX755 W/2GB RAM DELL	39NMSF1	1150010001	PNDTRDIN	TC Pending Trade In	03/24/2008
1021250	152550	COMPUTER GX755 W/2GB RAM DELL	CBNMSF1	1150010001	PNDTRDIN	TC Pending Trade In	03/24/2008
1021252	152551	COMPUTER GX755 W/2GB RAM DELL	99NMSF1	1150010001	PNDTRDIN	TC Pending Trade In	03/24/2008
1021254	152552	COMPUTER GX755 W/2GB RAM DELL	F9NMSF1	1150010001	PNDTRDIN	TC Pending Trade In	03/24/2008
1021256	152553	COMPUTER GX755 W/2GB RAM DELL	5BNMSF1	1150010001	PNDTRDIN	TC Pending Trade In	03/24/2008
1021258	152554	COMPUTER GX755 W/2GB RAM DELL	4CNMSF1	1150010001	PNDTRDIN	TC Pending Trade In	03/24/2008
1021365	152559	COMPUTER GX755 W/2GB RAM DELL	HSY2VF1	1150020001	PNDTRDIN	TC Pending Trade In	04/02/2008
1021367	152561	COMPUTER GX755 W/2GB RAM DELL	HRY2VF1	1150020001	PNDTRDIN	TC Pending Trade In	04/02/2008
1021368	152563	COMPUTER GX755 W/2GB RAM DELL	4RY2VF1	1150020001	PNDTRDIN	TC Pending Trade In	04/02/2008
1021369	152564	COMPUTER GX755 W/2GB RAM DELL	JWY2VF1	1150020001	PNDTRDIN	TC Pending Trade In	04/02/2008
1021371	152566	COMPUTER GX755 W/2GB RAM DELL	GTY2VF1	1150020001	PNDTRDIN	TC Pending Trade In	04/02/2008
1021373	152568	COMPUTER GX755 W/2GB RAM DELL	GQY2VF1	1150020001	PNDTRDIN	TC Pending Trade In	04/02/2008
1021377	152572	COMPUTER GX755 W/2GB RAM DELL	FSY2VF1	1150020001	PNDTRDIN	TC Pending Trade In	04/02/2008
1021378	152573	COMPUTER GX755 W/2GB RAM DELL	GTY2VF1	1150020001	PNDTRDIN	TC Pending Trade In	04/02/2008
1021380	152575	COMPUTER GX755 W/2GB RAM DELL	GWY2VF1	1150020001	PNDTRDIN	TC Pending Trade In	04/02/2008
1021381	152576	COMPUTER GX755 W/2GB RAM DELL	5VY2VF1	1150020001	PNDTRDIN	TC Pending Trade In	04/02/2008
1021382	152578	COMPUTER GX755 W/2GB RAM DELL	DVY2VF1	1150020001	PNDTRDIN	TC Pending Trade In	04/02/2008
1021384	152580	COMPUTER GX755 W/2GB RAM DELL	3XY2VF1	1150020001	PNDTRDIN	TC Pending Trade In	04/02/2008
1021385	152581	COMPUTER GX755 W/2GB RAM DELL	HVY2VF1	1150020001	PNDTRDIN	TC Pending Trade In	04/02/2008
1021386	152582	COMPUTER GX755 W/2GB RAM DELL	4SY2VF1	1150020001	PNDTRDIN	TC Pending Trade In	04/02/2008
1021387	152583	COMPUTER GX755 W/2GB RAM DELL	DWY2VF1	1150020001	PNDTRDIN	TC Pending Trade In	04/02/2008
1021388	152584	COMPUTER GX755 W/2GB RAM DELL	3WY2VF1	1150020001	PNDTRDIN	TC Pending Trade In	04/02/2008
1021392	152588	COMPUTER GX755 W/2GB RAM DELL	6WY2VF1	1150020001	PNDTRDIN	TC Pending Trade In	04/02/2008
1021394	152590	COMPUTER GX755 W/2GB RAM DELL	FXY2VF1	1150020001	PNDTRDIN	TC Pending Trade In	04/02/2008
1021395	152592	COMPUTER GX755 W/2GB RAM DELL	CXY2VF1	1150020001	PNDTRDIN	TC Pending Trade In	04/02/2008
1021396	152593	COMPUTER GX755 W/2GB RAM DELL	8XY2VF1	1150020001	PNDTRDIN	TC Pending Trade In	04/02/2008

SAP Asset No	Inventory Tag No	Asset Description	Serial No	RCC	Location Key	Location	Cap Date
1021399	152596	COMPUTER GX755 W/2GB RAM DELL	3ZY2VF1	1150020001	PNDTRDIN	TC Pending Trade In	04/02/2008
1021400	152597	COMPUTER GX755 W/2GB RAM DELL	CZY2VF1	1150020001	PNDTRDIN	TC Pending Trade In	04/02/2008
1021401	152598	COMPUTER GX755 W/2GB RAM DELL	HZY2VF1	1150020001	PNDTRDIN	TC Pending Trade In	04/02/2008
1021403	152600	COMPUTER GX755 W/2GB RAM DELL	GZY2VF1	1150020001	PNDTRDIN	TC Pending Trade In	04/02/2008
1021405	152602	COMPUTER GX755 W/2GB RAM DELL	JYY2VF1	1150020001	PNDTRDIN	TC Pending Trade In	04/02/2008
1021407	152604	COMPUTER GX755 W/2GB RAM DELL	GYZ2VF1	1150020001	PNDTRDIN	TC Pending Trade In	04/02/2008
1021408	152605	COMPUTER GX755 W/2GB RAM DELL	CPX4VF1	1150020001	PNDTRDIN	TC Pending Trade In	04/02/2008
1021409	152606	COMPUTER GX755 W/2GB RAM DELL	BPX4VF1	1150020001	PNDTRDIN	TC Pending Trade In	04/02/2008
1021410	152607	COMPUTER GX755 W/2GB RAM DELL	HPX4VF1	1150020001	PNDTRDIN	TC Pending Trade In	04/02/2008
1021412	152610	COMPUTER GX755 W/2GB RAM DELL	2PX4VF1	1150020001	PNDTRDIN	TC Pending Trade In	04/02/2008
1021413	152611	COMPUTER GX755 W/2GB RAM DELL	JPX4VF1	1150020001	PNDTRDIN	TC Pending Trade In	04/02/2008
1021414	152612	COMPUTER GX755 W/2GB RAM DELL	FPX4VF1	1150020001	PNDTRDIN	TC Pending Trade In	04/02/2008
1021417	152613	COMPUTER GX755 W/2GB RAM DELL	2QX4VF1	1150020001	PNDTRDIN	TC Pending Trade In	04/02/2008
1021426	152591	COMPUTER GX755 W/2GB RAM DELL	1YY2VF1	1150020001	PNDTRDIN	TC Pending Trade In	04/02/2008
1021429	152577	COMPUTER GX755 W/2GB RAM DELL	6XY2VF1	1150020001	PNDTRDIN	TC Pending Trade In	04/02/2008
1021439	152745	COMPUTERS DELL OPTIPLEX 755 SMALL FORM FACTOR	9X3J3F1	1150020001	PNDTRDIN	TC Pending Trade In	04/04/2008
1021442	152737	COMPUTERS DELL OPTIPLEX 755 SMALL FORM FACTOR	2XRYZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/04/2008
1021448	152743	COMPUTERS DELL OPTIPLEX 755 SMALL FORM FACTOR	CWRYZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/04/2008
1021470	137187	PRINTER DELL 1720DN	83N18D1	1150020001	PNDTRDIN	TC Pending Trade In	04/09/2008
1021496	166515	PRINTER DELL 1720DN	51HV7D1	1150020001	PNDTRDIN	TC Pending Trade In	04/09/2008
1021570	137729	LAPTOP DELL PRECISION M6300	6LDW0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/16/2008
1021573	152649	COMPUTER GX755 DELL	D17KZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021575	152747	COMPUTER GX755 DELL	B5ZQ0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021671	152749	COMPUTER GX755 DELL	C5ZQ0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021672	152750	COMPUTER GX755 DELL	H5ZQ0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021673	152751	COMPUTER GX755 DELL	J5ZQ0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021674	152752	COMPUTER GX755 DELL	F5ZQ0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021675	152754	COMPUTER GX755 DELL	B6ZQ0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021676	152755	COMPUTER GX755 DELL	56ZQ0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021677	152756	COMPUTER GX755 DELL	D6ZQ0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021678	152760	COMPUTER GX755 DELL	J6ZQ0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021679	152761	COMPUTER GX755 DELL	H6ZQ0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021680	152762	COMPUTER GX755 DELL	F6ZQ0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021681	152763	COMPUTER GX755 DELL	17ZQ0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021682	152765	COMPUTER GX755 DELL	G6ZQ0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021683	152767	COMPUTER GX755 DELL	46ZQ0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021684	152768	COMPUTER GX755 DELL	2J8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021685	152769	COMPUTER GX755 DELL	DJ8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021686	152770	COMPUTER GX755 DELL	HJ8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021687	152771	COMPUTER GX755 DELL	3J8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021688	152772	COMPUTER GX755 DELL	6J8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021689	152773	COMPUTER GX755 DELL	CJ8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021691	152776	COMPUTER GX755 DELL	7J8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021692	152777	COMPUTER GX755 DELL	6K8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021694	152781	COMPUTER GX755 DELL	GH8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021695	152782	COMPUTER GX755 DELL	2K8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021696	152783	COMPUTER GX755 DELL	9L8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021697	152863	COMPUTER GX755 DELL	Q8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021698	152784	COMPUTER GX755 DELL	FK8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021699	152785	COMPUTER GX755 DELL	5Y8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021700	152786	COMPUTER GX755 DELL	3L8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021701	152787	COMPUTER GX755 DELL	5L8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021702	152788	COMPUTER GX755 DELL	JL8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021703	152789	COMPUTER GX755 DELL	1M8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021704	152790	COMPUTER GX755 DELL	1N8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021705	152791	COMPUTER GX755 DELL	9M8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021706	152792	COMPUTER GX755 DELL	GL8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021707	152795	COMPUTER GX755 DELL	3N8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021708	152796	COMPUTER GX755 DELL	JN8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021709	152797	COMPUTER GX755 DELL	7N8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021710	152798	COMPUTER GX755 DELL	2P8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021711	152799	COMPUTER GX755 DELL	HP8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021712	152800	COMPUTER GX755 DELL	6P8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021713	152803	COMPUTER GX755 DELL	7P8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021714	152804	COMPUTER GX755 DELL	3Q8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021715	152805	COMPUTER GX755 DELL	BP8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008

SAP Asset No	Created On	Asset Description	Serial No	RCC	Location Key	Location	Cap Date
1021811	152641	COMPUTER GX755 DELL	927KZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021812	152642	COMPUTER GX755 DELL	F17KZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021813	152643	COMPUTER GX755 DELL	H07KZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021814	152644	COMPUTER GX755 DELL	217KZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021815	152645	COMPUTER GX755 DELL	827KZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021816	152646	COMPUTER GX755 DELL	727KZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021817	152647	COMPUTER GX755 DELL	117KZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021818	152648	COMPUTER GX755 DELL	C17KZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021819	152650	COMPUTER GX755 DELL	627KZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021820	152651	COMPUTER GX755 DELL	J07KZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021822	152748	COMPUTER GX755 DELL	F3ZQ0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021823	152753	COMPUTER GX755 DELL	76ZQ0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021826	152757	COMPUTER GX755 DELL	96ZQ0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021828	152758	COMPUTER GX755 DELL	85ZQ0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021830	152759	COMPUTER GX755 DELL	C6ZQ0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021833	152766	COMPUTER GX755 DELL	27ZQ0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021835	152774	COMPUTER GX755 DELL	9J8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021837	152778	COMPUTER GX755 DELL	8K8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021839	152779	COMPUTER GX755 DELL	DK8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021841	152793	COMPUTER GX755 DELL	4M8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021843	152794	COMPUTER GX755 DELL	6M8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021845	152801	COMPUTER GX755 DELL	DM8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021847	152802	COMPUTER GX755 DELL	CL8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021849	152831	COMPUTER GX755 DELL	JY8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021855	152857	COMPUTER GX755 DELL	GV8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021856	152862	COMPUTER GX755 DELL	FV8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021862	152627	COMPUTER GX755	817KZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021863	152624	COMPUTER GX755 DELL	427KZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021868	152826	COMPUTER GX755 DELL	5Y8R0G1	1150020001	PNDTRDIN	TC Pending Trade In	04/18/2008
1021875	152664	COMPUTER GX755 DELL	8FYKZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021877	152682	COMPUTER GX755 DELL	5NYKZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021879	152683	COMPUTER GX755 DELL	7NYKZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021928	152684	COMPUTER GX755 DELL	4NYKZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021929	152685	COMPUTER GX755 DELL	BMKZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021930	152686	COMPUTER GX755 DELL	2NYKZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021931	152687	COMPUTER GX755 DELL	CMKZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021932	152688	COMPUTER GX755 DELL	6MYKZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021933	152689	COMPUTER GX755 DELL	HMYKZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021934	152690	COMPUTER GX755 DELL	FMYKZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021935	152691	COMPUTER GX755 DELL	1NYKZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021936	152692	COMPUTER GX755 DELL	5LYKZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021937	152693	COMPUTER GX755 DELL	DJYKZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021938	152694	COMPUTER GX755 DELL	8JYKZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021939	152695	COMPUTER GX755 DELL	1MYKZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021940	152696	COMPUTER GX755 DELL	9MYKZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021941	152697	COMPUTER GX755 DELL	2KYKZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021942	152698	COMPUTER GX755 DELL	5KYKZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021943	152699	COMPUTER GX755 DELL	4MYKZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021944	152700	COMPUTER GX755 DELL	2LYKZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021945	152701	COMPUTER GX755 DELL	6NYKZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021946	152702	COMPUTER GX755 DELL	JKYKZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021947	152703	COMPUTER GX755 DELL	DLYKZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021948	152704	COMPUTER GX755 DELL	HLYKZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021949	152705	COMPUTER GX755 DELL	GMYKZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021950	152706	COMPUTER GX755 DELL	HJYKZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021951	152707	COMPUTER GX755 DELL	JMYKZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021952	152708	COMPUTER GX755 DELL	8MYKZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021953	152709	COMPUTER GX755 DELL	BKYKZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021954	152710	COMPUTER GX755 DELL	7LYKZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021955	152711	COMPUTER GX755 DELL	DKYKZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021956	152712	COMPUTER GX755 DELL	3MYKZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021957	152713	COMPUTER GX755 DELL	B38LZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021958	152714	COMPUTER GX755 DELL	938LZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021959	152715	COMPUTER GX755 DELL	F48LZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021960	152716	COMPUTER GX755 DELL	538LZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021961	152717	COMPUTER GX755 DELL	748LZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008

SAP Asset No	Created On	Asset Description	Serial No	RCC	Location Key	Location	Cap Date
1021962	152718	COMPUTER GX755 DELL	738LZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021963	152719	COMPUTER GX755 DELL	338LZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021964	152720	COMPUTER GX755 DELL	B28LZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021965	152722	COMPUTER GX755 DELL	H48LZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021966	152723	COMPUTER GX755 DELL	548LZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021967	152724	COMPUTER GX755 DELL	J38LZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021968	152725	COMPUTER GX755 DELL	J28LZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021969	152726	COMPUTER GX755 DELL	248LZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021970	152727	COMPUTER GX755 DELL	H28LZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021971	152728	COMPUTER GX755 DELL	458LZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021972	152729	COMPUTER GX755 DELL	848LZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021973	152730	COMPUTER GX755 DELL	D38LZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021974	152731	COMPUTER GX755 DELL	948LZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021975	152732	COMPUTER GX755 DELL	C48LZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021976	152733	COMPUTER GX755 DELL	BLYKZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021977	152734	COMPUTER GX755 DELL	F28LZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021978	152619	NOTEBOOK LATITUDE (OLD) WORKSTATION MODEL	DL5KYF1	1150020001	PNDTRDIN	TC Pending Trade In	04/22/2008
1021982	152652	COMPUTER GX755 DELL	JBYKZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1022012	152653	COMPUTER GX755 DELL	9DYKZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/22/2008
1022013	152654	COMPUTER GX755 DELL	5CYKZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/22/2008
1022014	152655	COMPUTER GX755 DELL	3CYKZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/22/2008
1022015	152656	COMPUTER GX755 DELL	FCYKZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/22/2008
1022016	152657	COMPUTER GX755 DELL	JCYKZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/22/2008
1022017	152658	COMPUTER GX755 DELL	FFYKZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/22/2008
1022018	152659	COMPUTER GX755 DELL	1FYKZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/22/2008
1022019	152660	COMPUTER GX755 DELL	BBYKZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/22/2008
1022020	152661	COMPUTER GX755 DELL	2DYKZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/22/2008
1022021	152662	COMPUTER GX755 DELL	5FYKZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/22/2008
1022022	152663	COMPUTER GX755 DELL	6GYKZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/22/2008
1022023	152665	COMPUTER GX755 DELL	FDYKZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/22/2008
1022024	152666	COMPUTER GX755 DELL	CFYKZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/22/2008
1022025	152667	COMPUTER GX755 DELL	BGYKZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/22/2008
1022026	152668	COMPUTER GX755 DELL	9GYKZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/22/2008
1022027	152669	COMPUTER GX755 DELL	6DYKZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/22/2008
1022028	152670	COMPUTER GX755 DELL	2HYKZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/22/2008
1022029	152671	COMPUTER GX755 DELL	JFYKZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/22/2008
1022030	152672	COMPUTER GX755 DELL	2GYKZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/22/2008
1022031	152673	COMPUTER GX755 DELL	CDYKZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/22/2008
1022032	152674	COMPUTER GX755 DELL	5HYKZF1	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1022034	152676	COMPUTER GX755 DELL	2J4KZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/22/2008
1022035	152677	COMPUTER GX755 DELL	BHYKZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/22/2008
1022036	152678	COMPUTER GX755 DELL	HHYKZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/22/2008
1022037	152679	COMPUTER GX755 DELL	FGYKZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/22/2008
1022038	152680	COMPUTER GX755 DELL	BCYKZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/22/2008
1022039	152681	COMPUTER GX755 DELL	FHYKZF1	1150020001	PNDTRDIN	TC Pending Trade In	04/22/2008
1022040	152721	COMPUTER GX755 DELL	NEED	1150010001	PNDTRDIN	TC Pending Trade In	04/22/2008
1022042	152616	NOTEBOOK LATITUDE (OLD) WORKSTATION MODEL	2M5KYF1	1150020001	PNDTRDIN	TC Pending Trade In	04/22/2008
1022047	152617	NOTEBOOK LATITUDE (OLD) WORKSTATION MODEL	5M5KYF1	1150020001	PNDTRDIN	TC Pending Trade In	04/22/2008
1022146	141215	PRINTER DELL 5310N WORKGRP: QUOTE 423948434	F26W4B1	1150020001	PNDTRDIN	TC Pending Trade In	05/02/2008
1022181	138741	PRINTER HP DESKJET 6940 INKJET	MY82KCS1DP	1150020001	PNDTRDIN	TC Pending Trade In	05/12/2008
1022191	130666	PRINTER EPSON STYLUS C88+ COLOR INKJET	JKDY322444	1150020001	PNDTRDIN	TC Pending Trade In	05/19/2008
1022214	152883	COMPUTER GX755 DELL	6H5JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022216	152943	COMPUTER GX755 DELL	D05JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022218	152913	COMPUTER GX755 DELL	135JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022220	152922	COMPUTER GX755 DELL	F25JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022224	152949	COMPUTER GX755 DELL	605JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022226	152887	COMPUTER GX755 DELL	HJ5JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022228	152897	COMPUTER GX755 DELL	GF5JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022232	152898	COMPUTER GX755 DELL	9H5JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022236	152878	COMPUTER GX755 DELL	CH5JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022242	152959	COMPUTER GX755 DELL	915JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022244	152881	COMPUTER GX755 DELL	6G5JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022248	152952	COMPUTER GX755 DELL	JZ4JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022250	152914	COMPUTER GX755 DELL	C35JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022260	152910	COMPUTER GX755 DELL	235JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022262	152879	COMPUTER GX755 DELL	JG5JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008

SAP Asset No	Created On	Asset Description	Serial No	RCC	Location Key	Location	Cap Date
1022264	152877	COMPUTER GX755 DELL	3J5JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022268	152893	COMPUTER GX755 DELL	3H5JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022270	152890	COMPUTER GX755 DELL	FF5JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022272	152924	COMPUTER GX755 DELL	825JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022276	152917	COMPUTER GX755 DELL	835JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022280	152942	COMPUTER GX755 DELL	805JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022286	152880	COMPUTER GX755 DELL	DH5JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022288	152951	COMPUTER GX755 DELL	905JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022290	152899	COMPUTER GX755 DELL	H35JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022292	152895	COMPUTER GX755 DELL	5G5JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022296	152954	COMPUTER GX755 DELL	HZ4JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022298	152882	COMPUTER GX755 DELL	GH5JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022304	152923	COMPUTER GX755 DELL	C25JGB1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022306	152925	COMPUTER GX755 DELL	725JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022308	152885	COMPUTER GX755 DELL	HG5JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022310	152888	COMPUTER GX755 DELL	6J5JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022314	152955	COMPUTER GX755 DELL	405JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022316	152941	COMPUTER GX755 DELL	525JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022318	152920	COMPUTER GX755 DELL	535JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022320	152904	COMPUTER GX755 DELL	J35JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022322	152946	COMPUTER GX755 DELL	G05JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022326	152958	COMPUTER GX755 DELL	CZ4JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022330	152937	COMPUTER GX755 DELL	625JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022334	152957	COMPUTER GX755 DELL	415JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022338	152902	COMPUTER GX755 DELL	CF5JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022346	152947	COMPUTER GX755 DELL	D15JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022348	152919	COMPUTER GX755 DELL	445JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022350	152905	COMPUTER GX755 DELL	735JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022352	152875	COMPUTER GX755 DELL	7J5JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022356	152915	COMPUTER GX755 DELL	CG5JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022358	152939	COMPUTER GX755 DELL	F15JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022360	152884	COMPUTER GX755 DELL	CJ5JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022362	152945	COMPUTER GX755 DELL	115JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022364	152932	COMPUTER GX755 DELL	B25JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022377	152936	COMPUTER GX755 DELL	815JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022378	152900	COMPUTER GX755 DELL	G35JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022384	152953	COMPUTER GX755 DELL	715JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022386	152961	COMPUTER GX755 DELL	205JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022390	152944	COMPUTER GX755 DELL	915JBG1	1150020001	PNDTRDIN	TC Pending Trade In	05/22/2008
1022464	138189	PRINTER ESPON FX-890N NETWORK #G2808142	E8BY334815	1150020001	PNDTRDIN	TC Pending Trade In	06/18/2008
1022473	153004	DELL PRECISION T3400 CONVERTIBLE MINITOWER PROCESS	2WTLMG	1150020001	PNDTRDIN	TC Pending Trade In	06/20/2008
1022480	137728	DELL PRECISION T3400	51DW0G1	1150020001	PNDTRDIN	TC Pending Trade In	06/20/2008
1022489	153008	DELL PRECISION T3400 CONVERTIBLE MINITOWER PROCESS	4WTLMG1	1150020001	PNDTRDIN	TC Pending Trade In	06/20/2008
1022504	152992	CPU 755 4GB DVDRW DELL	CNVMGG1	1150020001	PNDTRDIN	TC Pending Trade In	06/25/2008
1022508	152991	CPU 755 4GB DVDRW QUOTE #424076249	BNXMGG1	1150020001	PNDTRDIN	TC Pending Trade In	06/25/2008
1022573	153021	COMPUTER OPTX755 4GB RAM DELL	4K8HTG1	1150020001	PNDTRDIN	TC Pending Trade In	07/17/2008
1022603	153044	COMPUTER OPTX755 4GB RAM DELL	F4CRWG1	1150020001	PNDTRDIN	TC Pending Trade In	07/28/2008
1022605	153045	COMPUTER OPTX755 4GB RAM DELL	D4CRWG1	1150020001	PNDTRDIN	TC Pending Trade In	07/28/2008
1022607	153040	COMPUTER OPTX755 4GB RAM DELL	44CRWG1	1150020001	PNDTRDIN	TC Pending Trade In	07/28/2008
1022608	153037	COMPUTER OPTX755 4GB RAM DELL	24CRWG1	1150020001	PNDTRDIN	TC Pending Trade In	07/28/2008
1022609	153042	COMPUTER OPTX755 4GB RAM DELL	74CRWG1	1150020001	PNDTRDIN	TC Pending Trade In	07/28/2008
1022636	153038	COMPUTER OPTX755 4GB RAM DELL	H4CRWG1	1150020001	PNDTRDIN	TC Pending Trade In	07/29/2008
1022639	153049	COMPUTER OPTX755 4GB RAM DELL	35CRWG1	1150020001	PNDTRDIN	TC Pending Trade In	07/29/2008
1022666	153030	NOTEBOOK LATITUDE D630 WORKSTATION MODEL	J3BQWG1	1150020001	PNDTRDIN	TC Pending Trade In	07/31/2008
1022668	153035	NOTEBOOK LATITUDE D630 WORKSTATION MODEL	45BQWG1	1150020001	PNDTRDIN	TC Pending Trade In	07/31/2008
1022669	153027	NOTEBOOK LATITUDE D630 WORKSTATION MODEL	D6BQWG1	1150020001	PNDTRDIN	TC Pending Trade In	07/31/2008
1022670	153026	NOTEBOOK LATITUDE D630 WORKSTATION MODEL	57BQWG1	1150020001	PNDTRDIN	TC Pending Trade In	07/31/2008
1022671	153036	NOTEBOOK LATITUDE D630 WORKSTATION MODEL	96BQWG1	1150020001	PNDTRDIN	TC Pending Trade In	07/31/2008
1022672	153034	NOTEBOOK LATITUDE D630 WORKSTATION MODEL	74BQWG1	1150020001	PNDTRDIN	TC Pending Trade In	07/31/2008
1022674	153031	NOTEBOOK LATITUDE D630 WORKSTATION MODEL	17BQWG1	1150020001	PNDTRDIN	TC Pending Trade In	07/31/2008
1022675	153028	NOTEBOOK LATITUDE D630 WORKSTATION MODEL	46BQWG1	1150020001	PNDTRDIN	TC Pending Trade In	07/31/2008
1022676	153033	NOTEBOOK LATITUDE D630 WORKSTATION MODEL	D4BQWG1	1150020001	PNDTRDIN	TC Pending Trade In	07/31/2008
1023198	153078	COMPUTER OPTX755 4GB RAM DELL	2V38JH1	1150020001	PNDTRDIN	TC Pending Trade In	10/09/2008
1023199	153079	COMPUTER OPTX755 4GB RAM DELL	3V38JH1	1150020001	PNDTRDIN	TC Pending Trade In	10/09/2008
1023200	153080	COMPUTER OPTX755 4GB RAM DELL	4V38JH1	1150020001	PNDTRDIN	TC Pending Trade In	10/09/2008
1023354	122884	PRINTER DELL 5310N 5YR WNTY QUOTE: 423948807	66QT4B1	1150020001	PNDTRDIN	TC Pending Trade In	11/03/2008

SAP Asset No	Created	Asset Description	Serial No	RCC	Location Key	Location	Cap Date
1023576	153211	OPTIPLEX 755 SMALL FORM FACTORCORE 2 DUO E7200/	7GH1SH1	1150020001	PNDTRDIN	TC Pending Trade In	12/09/2008
1023577	153212	OPTIPLEX 755 SMALL FORM FACTORCORE 2 DUO E7200/	8GH1SH1	1150020001	PNDTRDIN	TC Pending Trade In	12/09/2008
1023581	153216	OPTIPLEX 755 SMALL FORM FACTORCORE 2 DUO E7200/	3RL1SH1	1150020001	PNDTRDIN	TC Pending Trade In	12/09/2008
1023647	138584	PRINTER FX- 890N INKJET 9 PIN UP TO 680 CPS USB	E8BY358434	1150020001	PNDTRDIN	TC Pending Trade In	12/17/2008
1025456	153882	COMPUTER 760 MINITOWER DELL	HJ2NJK1	1150020001	PNDTRDIN	TC Pending Trade In	07/14/2009
1026257	145128	SERVER FILE QUAD CORE X3363 PROCESSOR2X6M DELL	DDMLVH1	1150020001	PNDTRDIN	TC Pending Trade In	09/30/2009
1026258	145129	SERVER FILE QUAD CORE X3363 PROCESSOR2X6M DELL	DDPLVH1	1150020001	PNDTRDIN	TC Pending Trade In	09/30/2009
1026259	145130	SERVER FILE QUAD CORE X3363 PROCESSOR2X6M DELL	DDQKVH1	1150020001	PNDTRDIN	TC Pending Trade In	09/30/2009
1026260	145131	SERVER FILE QUAD CORE X3363 PROCESSOR2X6M DELL	DDQJVH1	1150020001	PNDTRDIN	TC Pending Trade In	09/30/2009
1026261	145132	SERVER FILE QUAD CORE X3363 PROCESSOR2X6M DELL	DDNVJH1	1150020001	PNDTRDIN	TC Pending Trade In	09/30/2009
1026262	145133	SERVER FILE QUAD CORE X3363 PROCESSOR2X6M DELL	DDNVKH1	1150020001	PNDTRDIN	TC Pending Trade In	09/30/2009
1027683	146077	HP PRO 8000 PRINTER	MY96C24255	1150020001	PNDTRDIN	TC Pending Trade In	01/29/2010
1027692	146085	PRINTER HP OFFICEJET PRO 8000	MY9BC406W	1150020001	PNDTRDIN	TC Pending Trade In	02/03/2010
1027869	146071	PRINTER HP OFFICEJET PRO 8000 - COLOR INKJET	MY9B6243QD	1150020001	PNDTRDIN	TC Pending Trade In	03/22/2010
1027870	146072	PRINTER HP OFFICEJET PRO 8000 - COLOR INKJET	MY9B6243JQ	1150020001	PNDTRDIN	TC Pending Trade In	03/22/2010
1028564	164008	HP OFFICEJET PRO 8000	MY9B2418F	1150020001	PNDTRDIN	TC Pending Trade In	05/18/2010
1029166	159418	NOTEBOOK MOBILE PRECISION M4500 NOTEBOOK	5WZRVM1	1150020001	PNDTRDIN	TC Pending Trade In	09/21/2010
1029502	164005	ESPN FX-890N NETWORK PRINTER	E8BY436084	1150020001	PNDTRDIN	TC Pending Trade In	10/29/2010
1030166	144313	HP OFFICE JET 6500A PLUS-WIRELESS	CN8M116KV	1150020001	PNDTRDIN	TC Pending Trade In	02/08/2011
1030611	146043	HP OFFICEJET PRO 8500 AIO	CN0CN5R18D	1150020001	PNDTRDIN	TC Pending Trade In	03/14/2011
1030637	164948	HP OFFICEJET PRO 8000 PRINTER COLOR INK-JET	HK0CG320J8	1150020001	PNDTRDIN	TC Pending Trade In	03/21/2011
1031220	129305	DELL 690 MINI TOWER COMPUTER	8JFQ3C1	1150020001	PNDTRDIN	TC Pending Trade In	06/10/2011
1036849	101217	HP PHOTO SMART PRINTER 1315	MY22M140XH	1150020001	PNDTRDIN	TC Pending Trade In	10/01/2002
1039283	130181	PRINTER LEXMARK Z611	10477113390	1150020001	PNDTRDIN	TC Pending Trade In	03/28/2006
1039293	130173	CPU UNITED MICRO	#	1150020001	PNDTRDIN	TC Pending Trade In	05/26/2006
1039326	97977	IBM INTELLISTATION M-PRO CPU	1S686831U23NN314	1150020001	PNDTRDIN	TC Pending Trade In	07/24/2006
1039518	137466	DELL GX755 CPU	GKXJFG1	1150020001	PNDTRDIN	TC Pending Trade In	07/09/2008
1039519	137467	DELL GX755 CPU	BNV4GG1	1150020001	PNDTRDIN	TC Pending Trade In	07/09/2008
1039520	137468	DELL GX755 CPU	9NV4GG1	1150020001	PNDTRDIN	TC Pending Trade In	07/09/2008
1039521	137469	DELL GX755 CPU	8NV4GG1	1150020001	PNDTRDIN	TC Pending Trade In	07/09/2008
1039522	138744	DELL GX755 CPU	JKXJFG1	1150010001	PNDTRDIN	TC Pending Trade In	07/09/2008
1039546	137436	DELL GX755 CPU	7NV4GG1	1150020001	PNDTRDIN	TC Pending Trade In	07/09/2008
1039547	137437	DELL GX755 CPU	6NV4GG1	1150020001	PNDTRDIN	TC Pending Trade In	07/09/2008
1039548	137438	DELL GX755 CPU	HKXJFG1	1150020001	PNDTRDIN	TC Pending Trade In	07/09/2008
1044148	143536	COMPAC PC	6J2AKH35200N	1150010001	PNDTRDIN	TC Pending Trade In	07/24/2013
1044155	102639	HP PRO 8500 PRINTER	MY9BK420JB	1150010001	PNDTRDIN	TC Pending Trade In	07/29/2013
1044158	125444	DELL POWEREDGE 2850 SERVER	HHSDK91	1150010001	PNDTRDIN	TC Pending Trade In	07/25/2013
1045501	158650	DELL 2950 POWEREDGE	3P4ZDH1	1150010001	PNDTRDIN	TC Pending Trade In	07/29/2013



Travis County Commissioners Court Agenda Request

Meeting Date: October 8, 2013

Prepared By/Phone Number: Kent Hubbard, 854-6458

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: PURSUANT TO TEXAS LOCAL GOVERNMENT CODE, SECTION 81.032 AND TRAVIS COUNTY PURCHASING POLICY SECTION 3.4.1 *DONATIONS*, RECEIVE AND ACCEPT EQUIPMENT FROM TEXAS A&M, AGRILIFE EXTENSION.

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

The Travis County Texas A&M AgriLife Extension Department is requesting authorization to receive the following equipment for the departments use:

Description	Serial Number	Cost
3M Projector Model MP410	K2E19410204860	\$599
3M Projector Model MP410	K2F25410210124	\$549
3M Projector Model MP220	G2G31220005146	\$530.67
3M Projector Model MP220	G2H32220005633	\$530.67
3M Projector Model MP220	G2H32220005433	\$530.67
Dell Laser Printer Model c1660w	CN-01W36D-71971-32P-NS21	\$519.99
Dell Color Laser Printer B3460dn	US-09RRCP-48730-29A-0079	\$139.99

Dolores Sandmann, County Extension Director
 Texas A&M AgriLife Extension Service-Travis County

To: Purchasing, Travis County
From: Dolores Sandmann
Subject: 4-H CAPITAL Projector/Printer Donation
Date: September 30, 2013

This memo serves as official notification that the Texas A&M AgriLife Extension Service - 4-H CAPITAL program in Travis County is donating four (4) new projectors and two (2) printers to Travis County that was purchased through funds held at A&M. Since all equipment at the AgriLife Extension office at 1600-B Smith Road, Austin, Texas belongs to Travis County, it makes sense to have this equipment become part of the Travis County AgriLife Extension assets as well.

Description	Serial Number	Cost	Date Purchased
3M Projector Model MP410	K2E19410204860	\$599	10/23/2012
3M Projector Model MP410	K2F25410210124	\$549	5/6/2013
3M Projector Model MP220	G2G31220005146	\$530.67	10/23/2012
3M Projector Model MP220	G2H32220005633	\$530.67	10/23/2012
3M Projector Model MP220	G2H32220005433	\$530.67	10/23/2012
Dell Laser Printer Model c1660w	CN-01W36D-71971-32P-NS21	\$519.99	5/1/2013
Dell Color Laser Printer B3460dn	US-09RRCP-48730-29A-0079	\$139.99	5/1/2013

Should you have any questions, or need further clarification, please feel free to contact me at 512.854.9602.

Sincerely,



Dolores Sandmann
 County Extension Director
 Texas A&M AgriLife Extension Service - Travis County

cc: Sherri Fleming, County Executive - HHSVS
 Kent Hubbard, Purchasing
 Elida Urtado, AgriLife Extension Office Manager
 Lydia Domaruk, AgriLife Extension Agent-Urban Youth Development

Texas A&M AgriLife Extension Service-Travis County
 1600-B Smith Road | Austin, Texas 78721

Tel. 512-854-9600 | Fax. 512-854-9611 | AgriLifeExtension.tamu.edu



Travis County Commissioners Court Agenda Request

Meeting Date: October 8, 2013

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

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Business Associate Agreement with Atchley and Associates, L.L.P., to provide satisfactory assurances, per 45 C.F.R. § 164.314(a), of appropriate safeguarding of electronic protected health information.

- **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.

Effective July 1, 2009, county and contractor entered into a contract entitled External Auditing Contract between Lockart, Atchley & Associates so that county could obtain external auditing services related to all county operations including health related activities. These services would include the audit of the operation of the county employee benefit health plans, the wellness Clinics, aeromedical emergency medical transport services, medical services provided in correctional facilities and counseling services.

This agreement will serve to provide the county with satisfactory assurances, in accordance with 45 C.F.R. § 164.314(a), that contractor and its subcontractors will appropriately safeguard any electronic protected health information that may be created, received, maintained or transmitted by contractor or its subcontractors on the county's behalf. 45 CFR 164.308 (b).

- **Contract Expenditures:** N/A

- **Contract-Related Information:**

Award Amount: N/A

Contract Type: Business Associate Agreement

Contract Period: October 8, 2014 through June 30, 2014

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.

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

Modification Amount:

Modification Type:

Modification Period:

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

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments: The contract is being routed for signatures and a draft is attached for Court review. The original will be provided in time for Court approval.

➤ **Funding Information: N/A**

SAP Shopping Cart #:

Funding Account(s):

Comments:

**BUSINESS ASSOCIATE AGREEMENT
BETWEEN ATCHLEY & ASSOCIATES, L.L.P. AND
TRAVIS COUNTY, AND
TRAVIS COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT AND
TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT**

This Business Associate Agreement ("BAA") is executed by the following parties:

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

Travis County Community Supervision and Corrections Department ("CSCD"), and

Travis County Juvenile Probation Department, ("Juvenile Probation"), and

Atchley & Associates, L.L.P., formerly known as Lockart, Atchley & Associates, L.L.P., a firm of certified public accountants, which is a registered limited liability partnership under the laws of the State of Texas ("Contractor").

RECITALS

Effective July 1, 2009, County and Contractor entered into a contract entitled External Auditing Contract Between Lockart, Atchley & Associates, L.L.P. and Travis County, Travis County Community Supervision and Corrections Department and Travis County Juvenile Probation Department For Fiscal Years 2009-2013 ("External Audit Contract") so that County may obtain external auditing services related to all County operations including it health related activities. These services include the audit of the operation of the County employee benefit health plans, the Wellness Clinics, aeromedical emergency medical transport services, medical services provided in correctional facilities, and counseling services (the "Services")

County and Contractor are entering into this BAA to provide County with satisfactory assurances, in accordance with 45 C.F.R. § 164.314(a), that Contractor and its subcontractors will appropriately safeguard any electronic protected health information that Contractor or its subcontractors create, receive, maintain or transmit on County's behalf. 45 CFR 164.308 (b).

AGREEMENT

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

I. TERM.

This BAA commences on the date on which it is signed by the last party to sign it. This BAA continues in force until all protected health information is destroyed or returned to County.

II. COORDINATION WITH EXTERNAL AUDIT CONTRACT

2.1 Between the parties, this BAA replaces and supersedes section 5 HIPAA Business Associate Requirements of the External Audit Contract.

III. CONTRACTOR RESPONSIBILITIES AND AUTHORITY

3.1. Directly Regulated Contractor acknowledges that it is directly regulated by HIPAA and HITECH and Part 164.

3.2. Contractor Compliance with Part 164. Contractor shall comply with the applicable requirements of Part 164. 45 CFR 164.314 (a)(2)(A). Contractor shall use appropriate safeguards and comply, where applicable, with Part 164 to prevent use or disclosure of electronic protected health information other than as provided for in this BAA. 45 CFR 164.504 (e)(2)(ii)(B).

3.3. Subcontractor Compliance with Part 164. Contractor shall ensure that any subcontractors that create, receive, maintain, or transmit electronic protected health information on behalf of Contractor agree to comply with the applicable requirements of Part 164 by entering into a contract with the subcontractor that complies with 45 CFR 164.314 (a)(2)(B). If Contractor knows of a pattern of activity or practice of a subcontractor that constitutes a material breach or violation of the subcontractor's obligation under that contract, Contractor shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps were unsuccessful, terminated the contract, if feasible. 45 CFR 164.502(e)(1)(iii).

3.4. Notice of Security Incident to County Contractor shall report to County any security incident of which it becomes aware, including breaches of County's unsecured protected health information as required by 45 CFR § 164.410. Contractor shall report to County any successful security incident in detail as promptly as possible and no later than 2 business days after Contractor becomes aware of it. The parties acknowledge the ongoing existence and occurrence of attempted but unsuccessful security incidents which include pings and other broadcast attacks on Contractor's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, that do not result in unauthorized access, use or disclosure of County's electronic protected health information. Contractor may report to County unsuccessful security incidents in the aggregate at least once each quarter. County determines if there has been a data breach for County protected health information and whether County protected health information has been compromised. 45 CFR 164.314 (a)(2)(C).

3.5. Policies and Training Contractor shall implement, maintain and enforce procedures and policies consistent with the applicable requirements of HIPAA, HITECH and Part 164. Contractor shall provide its directors, partners, and employees with appropriate regular training in these policies and procedures and compliance with the applicable requirements of HIPAA, HITECH and Part 164. Contractor shall ensure that its directors, partners, employees, and subcontractors comply with these procedures and policies.

3.6. Notice of Breach. Following the discovery of a breach of unsecured protected health information, Contractor shall notify County of the breach without unreasonable delay and no later than 60 calendar days after discovery of a breach. Contractor also shall provide to Client any other available information Client is required to include in its notification to affected Individual This notice shall include, to the extent possible, a brief description of what happened, including the date of occurrence and the date of the discovery by Contractor; a description of the protected health information affected, including the identity of each individual whose unsecured protected health information has been, or is reasonably believed by Contractor to have been accessed, acquired, used, or disclosed during the breach and the types of protected health information involved (such as full name, social security number, date of birth, home address, account numbers, etc.); any other available information that County is required to include in its

notice to the individual under 45 CFR § 164.404(c) and a brief description of what Contractor has done to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches. For purposes of this paragraph, a breach shall be treated as discovered by Contractor as of the first day on which that breach is known to Contractor or would have been known to Contractor by exercising reasonable diligence. Contractor shall be deemed to have knowledge of a breach if the breach is known, or would have been known by exercising reasonable diligence, to any person, other than the person committing the breach, who is a director, partner, employee, officer, or other agent of Contractor. 45 CFR 164.410.

3.7. Permitted Uses and Disclosures Contractor may use protected health information provided to Contractor by County for the following activities:

3.7.1. Conducting external auditing functions and

3.7.2. Contractor's proper management and administration (including use and disclosure as required by Contractor to comply with applicable professional standards and obligations) or to carry out its legal responsibilities.

3.8. Required Uses and Disclosures Contractor shall disclose protected health information and make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by Contractor available to the Secretary of the Department of Health and Human Services for purposes of determining Contractor or County's compliance with Part 164. Contractor also shall disclose protected health information to County when requested by an individual or the individual's designee, as necessary to satisfy County's obligations to provide the individual with access to inspect and obtain a copy of his or her protected health information in a designated record set, subject to the exclusions in § 164.524(a)(1), in the electronic format requested if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by the covered entity and the individual in compliance with Part 164.

3.9. Prohibited Uses and Disclosures Contractor shall not use or further disclose genetic information for underwriting purposes or sell protected health information or use or disclose protected health information other than as permitted or required by the BAA or the External Audit Contract or as required by law. For purposes of this paragraph, sale of protected health information means a disclosure of protected health information by Contractor where Contractor directly or indirectly receives remuneration from or on behalf of the recipient of the protected health information in exchange for the protected health information but does not include disclosure of protected health information as specifically limited in 45 CFR § 164.502(5).

3.10. Accounting of Disclosures Except as otherwise permitted or required by this BAA, Contractor shall report to County any use or disclosure of the information of which it becomes aware, including breaches of unsecured protected health information. 45 CFR § 164.410 and 45 CFR 164.504 (e)(2)(ii)(C).

3.11. Return or Destruction of Data At termination of the BAA, if feasible, Contractor shall return or destroy all protected health information received from, or created or received by Contractor on behalf of County that Contractor still maintains in any form and retain no copies of such information. If such return or destruction is not feasible, Contractor shall extend the protections of the BAA to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

3.12 Compliance with Laws Contractor shall comply with all applicable laws, rules and regulations in the performance of this BAA.

IV. COUNTY RESPONSIBILITIES

4.1 County shall not request Contractor to use or disclose protected health information in any manner that would not be permissible under Part 164 if done by County.

4.2 County shall not provide Contractor with more protected health information than minimally necessary for Contractor to provide the Services and, where possible, County shall provide any protected health information needed by Contractor to perform the Services in the form of a Limited Data Set, in accordance with Part 164.

4.3 County acknowledges that neither this BAA nor the External Audit Contract requires Contractor to make any disclosure for which an accounting would be required under Part 164. County shall be solely responsible for tracking and providing individuals with an accounting of any disclosures made by County to Contractor.

V. LIABILITY

5.1. County is not liable for and Contractor assumes full risk of any claims, damages or attorney's fees of every kind for injury to or death of any person and for damages to or loss of property arising in whole or in part, directly or indirectly, as a result of the operations, including acts and omissions, of the Contractor under this BAA. County does not waive, nor shall it be deemed to waive, any right, defense, or immunity that County may have.

5.2. Contractor is not liable for and County assumes full risk of any claims, damages or attorney's fees of every kind for injury or death of any person and for damages to or loss of property arising in whole or in part, directly or indirectly, as a result of the operations, including acts or omissions, of the County under this BAA.

VI. LIMIT ON AGENTS

6.1. No agent, official, employee, or representative of County has the authority to amend or assign this BAA or waive violations of it unless expressly granted this specific authority by the Commissioners Court.

VII. BREACH

7.1. The failure of either party to comply with the terms and conditions of this BAA is a breach of this BAA.

VIII. MEDIATION

8.1. When mediation is acceptable to both parties in resolving a dispute arising under this BAA, the parties agree to use the Dispute Resolution Center of Austin, Texas as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE ANN., §154.023.

Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in TEX. CIV. PRAC. AND REM. CODE ANN., §154.073, unless both parties agree, in writing, to waive the confidentiality.

IX. TERMINATION

9.1 County for Cause Termination. County has the right to terminate this BAA and the BAA, in whole or in part, for one or more of the following reasons at any time in compliance with 9.2:

9.1.1 Contractor fails to cease violations of this BAA or HIPAA or HITECH or Part 164,

9.1.2 Contractor has violated its policies and procedures arising from compliance with HIPAA or HITECH or Part 164 one or more times,

9.1.3 Contractor has failed to comply with any term or condition of this BAA, or

9.1.4 Contractor is unable to conform to changes required by federal, state or local laws or regulations related to performance under this BAA.

9.2 Procedure. At least thirty (30) days before the effective date of termination, County must notify Contractor in compliance with Article XII of the decision to terminate this BAA, the existence and nature of the breach, the effective date of termination and, in the case of a partial termination, the portion of the BAA to be terminated. Contractor may avoid termination of this BAA pursuant to 9.1.1, 9.1.2, and 9.1.3 if Contractor cures the breach to the satisfaction of County within thirty (30) days of receipt of notice of breach. The time to cure may be extended, at the sole discretion of County, as long as the Contractor diligently continues to work toward completion of the cure. If the breach is not cured to the satisfaction of County prior to the effective date of termination or any extension of the date allowed by County in writing, the Contractor is in default and the participation of the Contractor is automatically terminated on that date.

9.3 Contractor for Cause Termination. Contractor may terminate this BAA, in whole or in part, at any time for any of the following reasons in compliance with 9.4:

9.3.1 County fails to cease violations of this BAA or HIPAA or HITECH or Part 164,

9.3.2 County has violated its policies and procedures arising from compliance with HIPAA or HITECH or Part 164 or both one or more times,

9.3.3 County has failed to comply with any term or condition of this BAA, or

9.3.4 County is unable to conform to changes required by federal, state or local laws or regulations related to performance under this BAA.

9.4 Procedure. At least thirty (30) days before the date of termination, Contractor must notify County in compliance with Article XIV of the decision to terminate this BAA, the reasons for termination, the effective date of termination and in the case of a partial termination, the portion of the BAA to be terminated. County may avoid termination of this BAA pursuant to

9.3.1 or 9.3.2 or 9.3.3 if County corrects the causes of the reasons for termination stated in the notice to the satisfaction of the Contractor prior to the effective date of termination.

X. NON-WAIVER AND RESERVATION OF REMEDIES

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

10.2. Reservation of Rights and Remedies. All rights of both parties under this BAA are specifically reserved. Any payment, act or omission by a party must not impair or prejudice any remedy or right of that party under this BAA. Any right or remedy stated in this BAA must not preclude the exercise of any other right or remedy under this BAA, the law or at equity, nor must any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

XI. ENTIRE AGREEMENT

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

XII. ASSIGNABILITY

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

XIII. AMENDMENTS

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

13.2. Contractor Request. Contractor must submit all requests for changes to this BAA to Benefits Manager. The Benefits Manager must present the Contractor's requests to Commissioners Court for consideration.

13.3. County Request. County must submit all requests for changes to this BAA to the Contractor's representative, the partner in charge of the account.

XIV. NOTICES

14.1. Written Notice. All notices sent pursuant to this BAA shall be in writing and either hand delivered or sent by registered or certified mail, postage prepaid, return receipt requested.

14.2. County Address. Notice sent pursuant to this BAA may be delivered or mailed to County. If delivered, notice shall be delivered at the following address:

Benefits Manager
Human Resources Management Department
700 Lavaca, Suite 420
Austin, Texas 78701

14.3. If mailed, notice shall be mailed to the following address:

Benefits Manager
Human Resources Management Department
P. O. Box 1748,
Austin, Texas 78767

14.4. Whether hand delivered or mailed with mailed copies also to the following (registered or certified mail with return receipt is not required):

Rosie Ramon-Duran (or her successor in office)
Interim Director, CSCJ
P.O. Box 1748
Austin, Texas 78767-1748

DRAFT

and to:

Honorable Judge Lora Livingston (or her successor in office)
Presiding District Judge
P.O. Box 1748
Austin, Texas 78767-1748

and to

Estela Medina (or her successor in office)
Chief Juvenile Probation Officer
P.O. Box 1748
Austin, Texas 78767-1748

and to:

Honorable Judge Rhonda Hurley (or her successor in office)
Presiding Judge, Travis County Juvenile Board
P.O. Box 1748
Austin, Texas 78767-1748

14.5 Contractor Addresses. Notice sent pursuant to this BAA may be delivered or mailed to County. If delivered, notice shall be delivered at the following address:

Atchley & Associates, L.L.P.
6850 Austin Center Blvd, Suite 180
Austin, Texas 78731

14.6. Time of Delivery. When notices sent are hand delivered, notice is effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mail box or at a U.S. post office.

14.7 Change of Address. Both parties may change their address for notice under this contract by providing a notice of the change to the other party in compliance with this Article XII.

XV. INTERPRETATION OF CONTRACT

15.1. Independent Contractors. Contractor and County are independent contractors and this BAA will not establish any relationship of partnership, joint venture, employment, franchise or agency between Contractor and County. Neither Contractor nor County will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent, except as otherwise expressly provided in this Agreement.

15.2. Conflicts. If any terms of this BAA are inconsistent with the terms of the External Audit Contract, then the terms of this BAA shall control.

15.3. Law. This BAA is governed by the laws of the United States of America and the laws of Texas. This BAA is performed in Travis County, Texas.

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

15.5. Definitions. In this BAA, all words and phrases used in this BAA and defined in 45 CFR Parts 160 through 164 inclusive have the same meaning in this BAA as they have in 45 CFR Parts 160 through 164 inclusive. In addition, in this BAA

15.5.1. Business Day. "Business Day" means Monday through Friday unless County has designated one of these days as a County holiday.

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

15.5.3. HIPAA "HIPAA" means the Health Insurance Portability and Accountability Act of 1996.

15.5.4. HITECH "HITECH" means the Health Information Technology for Economic and Clinical Health Act of 2009.

15.5.5. Part 164. "Part 164" means 45 Code of Federal Regulations, Part 164 which forms a portion of the regulations issued under HIPAA and HITECH.

15.5.6. Benefits Manager. "Benefits Manager " means the individual designated by the Commissioners Court to perform the management and administrative duties of the County under this BAA or his designee.

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

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

15.8. Headings. The headings at the beginning of the various provisions of this BAA 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 BAA.

XVI. DUPLICATE ORIGINALS

16.1. This document is executed in duplicate originals.

ATCHLEY & ASSOCIATES, LLP

TRAVIS COUNTY

By: Don Chanu **DRAFT** By: _____
 Its Duly Authorized Signatory Samuel T. Biscoe
 Travis County Judge

Date: 9-20-13 Date: _____

TRAVIS COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

By: _____
 Rosie Ramon-Duran
 Interim Director, Travis County
 Community Supervision and
 Corrections Department

By: _____
 Estela Medina
 Chief Juvenile Probation Officer
 Travis County Juvenile Probation Dept

Date: _____

Date: _____

TRAVIS COUNTY
AUDITOR'S OFFICE

NICKI RILEY, CPA
COUNTY AUDITOR



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

Date: September 30, 2013

To: Cyd Grimes, Purchasing Agent

From:  Nicki Riley, County Auditor

Subject: Business Associate Agreement between Atchley and Associates, L.L.P. and Travis County and Travis County Community Supervision and Corrections Department and Travis County Juvenile Probation Department

This Business Associate Agreement has been prepared to comply with new federal regulations.

Over the past decade, the federal government has implemented and revised the requirements associated with the way that personally identifiable health information (PHI) may be handled and used. The first act is referred to as HIPAA, the second as HITECH. On March 23, 2013, the "Final Rule" related to these statutes became effective and requires changes to the agreements with "Business Associates". A Business Associate is any Travis County contractor that needs to have access to PHI to provide their services.

In 2009, Travis County contracted with Atchley & Associates, L.L.P. to provide external audit services. So that Travis County may obtain external auditing services related to all County operations including its health related activities which include the audit of the operation of the County employee benefit health plans, the Wellness Clinics, aeromedical emergency medical transport services, medical services provided in correctional facilities, and counseling services, Atchley & Associates, L.L.P. must have access to PHI.

The Business Associate Agreement being provided to you today tracks the requirements in the Final Rule.

Travis County and Atchley & Associates, L.L.P. are entering into this Business Associate Agreement to provide Travis County with satisfactory assurances, in accordance with 45 C.F.R. § 164.314(a), that Atchley & Associates, L.L.P. and its subcontractors will appropriately safeguard any electronic protected health information that it or its subcontractors create, receive, maintain or transmit on County's behalf.

Please call me if you have any questions or concerns. Thank you.



Travis County Commissioners Court Agenda Request

Meeting Date: October 8, 2013

Prepared By/Phone Number: Barbara Smith 512-854-9333

Dept. Head:

County Executive:

Sponsoring Court Members: Commissioner Daugherty

A handwritten signature in black ink, appearing to read "Amber Daugherty", written over the name of the sponsoring court member.

AGENDA LANGUAGE:

Consideration and action with respect to "Resolution Approving the Issuance of Refunding Bonds by the Travis County Emergency Services District No. 6."

BACKGROUND/SUMMARY OF REQUEST:

Travis County Emergency Services District Number 6 (the "District") has an opportunity to refinance its debt for savings. The savings will be approximately \$400,000 over fifteen years. Texas law requires Travis County approval of District bond financings.

STAFF RECOMMENDATIONS:

Staff recommends approval of the request so that the District will have the opportunity to reduce its debt service expense.

ISSUES AND OPPORTUNITIES:

Interest rates are lower in the current market than they were in 2003 and 2008 when the District's bonds were originally issued. The District has already taken the necessary steps to secure the savings.

FISCAL IMPACT AND SOURCE OF FUNDING:

Savings are approximately \$30,000 per year for fifteen (2014-2028) years.

The District is solely responsible for making its debt service payments from its authorized tax levy.

ATTACHMENTS/EXHIBITS:

1. Travis County Consent Resolution & Consent Resolution Certificate

REQUIRED AUTHORIZATIONS:

N/A

**RESOLUTION APPROVING THE ISSUANCE OF REFUNDING BONDS
BY THE TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 6**

WHEREAS, the Travis County Emergency Services District No. 6 (the "District") is a duly authorized and validly existing emergency services district located within Travis County, Texas (the "County") operating pursuant to Chapter 775 of the Texas Health and Safety Code (the "Act"); and

WHEREAS, the District currently has outstanding various series of bonds including its Limited Tax Bonds, Series 2003 (the "Series 2003 Bonds") and its Limited Tax Bonds, Series 2008 (the "Series 2008 Bonds"); and

WHEREAS, the District now desires to refund all or part of the outstanding Series 2003 Bonds and Series 2008 Bonds that are subject to redemption (the "Refunded Bonds") by issuing Travis County Emergency Services District No. 6 Limited Tax Refunding Bonds, Series 2013 (the "Refunding Bonds") in the aggregate principal amount of \$5,415,000; and

WHEREAS, all the Refunded Bonds mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized; and

WHEREAS, the bonds hereafter authorized are being issued and delivered pursuant to Chapter 1207, Texas Government Code, as amended ("Chapter 1207"); and

WHEREAS, Chapter 1207 authorizes the District to issue refunding bonds and to deposit the proceeds from the sale thereof together with any other available funds or resources, directly with a place of payment (paying agent) for the Refunded Bonds or eligible trust company or commercial bank, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Bonds; and

WHEREAS, the Board of Commissioners of the District deems it advisable and in the best interest of the District to refund the Refunded Bonds, all in accordance with the provisions of Chapter 1207, including Section 1207.007 thereof; and

WHEREAS, the Board of Commissioners has requested that the Commissioners Court of the County approve the issuance of the Refunding Bonds to be refund the Refunded Bonds and levy the ad valorem tax to secure the Refunding Bonds as required by Article III Section 48-e of the Texas Constitution.

NOW, THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

Section 1. Approval of Issuance of Refunding Bonds and Levy of Tax. (a) The County hereby approves the issuance of the Refunding Bonds in one or more series of bonds. This approval is solely for the purposes of compliance with law and the County shall have no liability with respect to the Refunding Bonds.

(b) During each year while any of the Refunding Bonds or interest thereon are outstanding and unpaid, the governing body of the District shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Refunding Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Refunding Bonds as such principal matures; and the tax shall be based on the latest approved tax rolls of the District, with full allowance being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied by the Commissioners Court of the County, and is hereby ordered to be levied, against all taxable property in the District for each year while any of the Refunding Bonds or interest thereon are outstanding and unpaid; and the tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Refunding Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

Section 2. Incorporation of Recitals. The findings made in the recitals to this Resolution are incorporated herein and made a part of this Resolution for all purposes.

Section 3. Effective Date; Further Action. This Resolution shall become effective immediately upon its adoption. The County Judge and County Clerk are hereby authorized to execute this Resolution, and the certificate to which this Resolution is attached, on behalf of the County and to do any and all things proper and necessary to carry out the intent of this Resolution.

Section 4. Conflicting Orders and Resolutions. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

RESOLVED this 8th day of October, 2013.

By: _____
County Judge, Travis County, Texas

ATTEST:

County Clerk, Travis County, Texas

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

We, the undersigned Elected Officials of Travis County, Texas (the "County"), hereby certify as follows:

1. The Commissioners Court of the County convened in a REGULARLY SCHEDULED MEETING ON THE 8TH DAY OF OCTOBER, 2013, at the County Courthouse (the "Meeting"), and the roll was called of the duly constituted Commissioners Court of the County, to-wit:

- Samuel T. Biscoe, County Judge
- Ron Davis, Commissioner, Precinct 1
- Bruce Todd, Commissioner, Precinct 2
- Gerald Daugherty, Commissioner, Precinct 3
- Margaret Gomez, Commissioner, Precinct 4

and all of the persons were present, except the following absentees: _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

**RESOLUTION APPROVING THE ISSUANCE OF BONDS BY THE TRAVIS COUNTY
EMERGENCY SERVICES DISTRICT NO. 6**

was duly introduced for the consideration of the Commissioners Court. It was then duly moved and seconded that the Resolution be passed; and, after due discussion, said motion carrying with it the passage of the Resolution, prevailed and carried by the following vote:

AYES: _____

NOES: _____

2. A true, full and correct copy of the Resolution passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Resolution has been duly recorded in the Commissioners Court's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Commissioner Court's minutes of the Meeting pertaining to the passage of the Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officials of the Commissioners Court as indicated therein; that each of the elected officials and members of the Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Resolution would be introduced and considered for passage at the Meeting, and each of the elected officials and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.

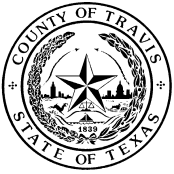
3. The County has approved and hereby approves the Resolution; that the County Judge and the County Clerk of the County have duly signed the Resolution; and that the County Judge and the County Clerk of the County hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of the Resolution for all purposes.

SIGNED AND SEALED this October 8, 2013.

County Clerk

County Judge

[COUNTY SEAL]



Travis County Commissioners Court Agenda Request

Meeting Date: October 8, 2013
Prepared By/Phone Number: David Salazar
Executive Assistant
County Judge's Office

Elected/Appointed Official/Dept. Head: 512-854-9558
Commissioners Court Sponsor: JUDGE BISCOE AND
COMMISSIONER DAVIS

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A LICENSE AGREEMENT WITH THE REPUBLIC OF TEXAS BIKER RALLY, INC., FOR AN EVENT AT THE TRAVIS COUNTY EXPOSITION CENTER. **(THIS ITEM WILL BE TAKEN IN EXECUTIVE SESSION UNDER THE CONSULTATION WITH ATTORNEY EXCEPTION)**

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:



Travis County Commissioners Court Agenda Request

Meeting Date: October 8, 2013

Prepared By/Phone Number: Gary D. Martin, ACA, 854-9510

Elected Official: David A. Escamilla, County Attorney

Commissioners Court Sponsor: Commissioner Gerald Daugherty

AGENDA LANGUAGE: Receive briefing from the County Attorney and take appropriate action regarding the enforcement action concerning violations of development regulations at 10601 Derecho Drive and a proposed settlement.

(Executive session pursuant to TEX. GOV'T. CODE ANN SECTION 551.071, CONSULTATION WITH ATTORNEY.)

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: N/A

Officials and departments affected or involved:

- Gerald Daugherty Pct. 3, Commissioner
- Steven Manilla TNR
- Anna Bowlin TNR
- Stacey Scheffel TNR
- Gary D. Martin Ass't County Attorney, Enforcement, Civil
- Sharon Talley Ass't County Attorney, Director, Enforcement
- John Hille Ass't County Attorney, Director, Transactions
- Chris Gilmore Ass't County Attorney, Land Use



Travis County Commissioners Court Agenda Request

Meeting Date: October 8, 2013

Prepared By/Phone Number: Robert Resnick, Commissioners Court Specialist, 512-854-4722

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

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Commissioners Court Minutes for the Special Voting Session of September 27, 2013.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials 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.



Minutes for the Travis County Commissioners Court Friday, September 27, 2013 Special Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Call to Order

Special Voting Session called to order on September 27, 2013, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

Agenda Items

1. Approve claims and budget transfers for 2013 Fiscal Year end.

Members of the Court heard from:

Jessica Rio, Budget Director, Planning and Budget Office (PBO)

MOTION: Approve Item 1.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Travis County Commissioners Court Agenda Request
TRAVIS COUNTY HOUSING FINANCE CORPORATION

Meeting Date: October 8, 2013

Prepared By/Phone Number: Andrea Shields, Corporations Manager/854-9116

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE: Consider and take appropriate action to approve two invoices totaling \$696.29 from Naman Howell Smith & Lee for legal services provided to the Corporation.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: The attached invoices in the amount of \$696.29 represent additional expenses related to a legal matter involving the foreclosure of a property owned by a homeowner who received \$825 in down payment assistance from the Corporation.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS: Andrea Shields, Manager/854-9116; Leslie Browder, County Executive, Planning and Budget/854-9106

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.

8310 N. Capital of Texas Hwy.
Suite 490
Austin, Texas 78731
(512) 479-0300

306 West 7th St.
Suite 405
Fort Worth, Texas 76102
(817) 509-2025



**NAMAN HOWELL
SMITH & LEE**
ATTORNEYS AT LAW

RECEIVED

13 SEP 13 AM 9:59

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

10001 Reunion Place
Suite 600
San Antonio, Texas 78216
(210) 731-6300

400 Austin Avenue, Suite 800
P O Box 1470
Waco, Texas 76703-1470
(254) 755-4100

Travis County Housing Finance Corporation
700 Lavaca St., Suite 1560
Austin, TX 78701

Invoice 356746
September 6, 2013

ID: 21513-0590 - WCB
Re: McAuley / Stabeno vs. TCHFC / Ameripro, etal

For Services Rendered Through 8/31/2013

Balance Forward		104.88
Current Fees	425.00	
Total Current Charges		425.00
**** TOTAL DUE - PLEASE PAY THIS AMOUNT ****		529.88

PLEASE RETURN THIS PAGE WITH PAYMENT TO:
NAMAN HOWELL SMITH & LEE PLLC
P O BOX 1470
WACO, TX 76703



**NAMAN HOWELL
SMITH & LEE**

Travis County Housing Finance Corporation
Re: McAuley / Stabeno vs. TCHFC / Ameripro,
I.D. 21513-0590 - WCB

September 6, 2013
Invoice 356746
Page 2

Fees				
Date	Svs/Prov	Hours	Description	Amount
08/09/13	JWG	0.50	Telephone conference with counsel for Wells Fargo regarding their intent to remove to Federal Court, and necessity for consent to do so. Also discussed potential content and timing of Motions to Dismiss under Rule 12(b)(6) of the Federal Rules of Civil Procedure.	62.50
08/12/13	JWG	0.50	Telephone conference with Wells Fargo counsel and other represented parties regarding plan to remove to federal court and file Motions to Dismiss.	62.50
08/12/13	JWG	0.20	Draft and send correspondence to client group regarding pending notice of removal to federal court.	25.00
08/13/13	JWG	0.20	Receive and review answers filed by Co-Defendants.	25.00
08/13/13	JWG	0.50	Receive and review service copy of State Court filings, including Amended Petition filed by Plaintiff.	62.50
08/20/13	JWG	0.30	Draft and send correspondence to client regarding ability to obtain attorney fee judgment against Plaintiff and the prospects for collecting such a judgment.	37.50
08/21/13	JWG	1.20	Receive and review Motion to Dismiss (with Exhibits) filed by Co-Defendant Ameripro Funding.	150.00
Total Fees				425.00

8310 N. Capital of Texas Hwy.
Suite 490
Austin, Texas 78731
(512) 479-0300

306 West 7th St.
Suite 405
Fort Worth, Texas 76102
(817) 509-2025



**NAMAN HOWELL
SMITH & LEE**
ATTORNEYS AT LAW

RECEIVED
13 SEP 17 AM 9:35
TRAVIS COUNTY
CLERK OF COURSE & BUDGET OFFICE

10001 Reunion Place
Suite 600
San Antonio, Texas 78216
(210) 731-6300

400 Austin Avenue, Suite 800
P O Box 1470
Waco, Texas 76703-1470
(254) 755-4100

Travis County Development Authority
700 Lavaca, Suite 1560
Austin, TX 78701

Invoice 356743
September 6, 2013

ID: 21522-0500 - WCB
Re: General

For Services Rendered Through 8/31/2013

Balance Forward		125.00
Current Disbursements	41.41	
Total Current Charges		41.41
**** TOTAL DUE - PLEASE PAY THIS AMOUNT ****		166.41

PLEASE RETURN THIS PAGE WITH PAYMENT TO:
NAMAN HOWELL SMITH & LEE PLLC
P O BOX 1470
WACO, TX 76703

Fee Recap

	Aged Accounts Receivable				Total Due
	0-30	31-60	61-90	91+	
Fees	0.00	0.00	0.00	125.00	125.00
Costs	41.41	0.00	0.00	0.00	41.41
Total	41.41	0.00	0.00	125.00	166.41

'LEGAL AND CONFIDENTIAL'

ATTORNEY - CLIENT AND ATTORNEY WORK PRODUCT PRIVILEGED
SEE REVERSE SIDE FOR IMPORTANT BILLING INFORMATION

BILLING INQUIRIES: BILLING@NAMANHOWELL.COM
IRS NO. 74-2004800



**NAMAN HOWELL
SMITH & LEE**

Travis County Development Authority
Re: General
I.D. 21522-0500 - WCB

September 6, 2013
Invoice 356743
Page 2

Disbursements

Date	Description	Units	Amount
08/14/13	Supplies ;Seal for Travis County Development Authority;Liberty Legal		41.41
Total Disbursements			41.41



Travis County Health Facilities Development Corporation Agenda Request

Meeting Date: 10/8/2013

Prepared By/Phone Number: Andrea Shields 854-9116

Elected/Appointed Official/Dept. Head: Debbie Maynor

Agenda Item Sponsor: Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on annual Brown Santa 5K, Kid's K and Decker Challenge, Sunday December 8, 2013.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: The Wellness Committee and the Brown Santa 5K Race Committee request the same approvals granted by the Commissioners Court and the County Corporations that have been approved for the last eight years. Details are described in the attached memorandum.

STAFF RECOMMENDATIONS: Staff recommends approval of the eight motions listed in the attached memorandum.

ISSUES AND OPPORTUNITIES: Details are described in the attached memorandum.

FISCAL IMPACT AND SOURCE OF FUNDING: Funding from the Travis County Health Facilities Development Corporation has been earmarked to support the activities of the Wellness Committee. The Wellness Committee requests \$2,008.00 in Corporation funds to pay the hard costs associated with the Wellness Fair. This amount is made up of the following:

- \$900.00 for rental of the Banquet Hall
- \$500.00 for ground rental
- \$200.00 for Banquet Hall clean-up
- \$408.00 for incidental costs associated with the Wellness Fair

The Race Committee requests that a \$1,000 contingency earmark be approved against the Wellness Budget (Corporation funds) in case sponsor

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.

donations fall short of the amount needed to provide tee shirts and awards for participants in the Dec. 8th events.

As of October 1, 2013 there was \$30,000.00 of Travis County Health Facilities Development Corporation funding earmarked to support the activities of the Wellness Committee.

REQUIRED AUTHORIZATIONS: Andrea Shields, Manager/854-9116;
Leslie Browder, County Executive, Planning and Budget/854-9106

cc: Roger El Khoury

WELLNESS



COMMITTEE

TO: Members of the Commissioners Court
Directors of the Travis County Health Facilities Development Corporation

FROM: Donna Stirman
Chair, Race Committee

SUBJECT: **Travis County Wellness Fair**
Brown Santa Benefit 5K Run/Walk & Kids K, Decker Challenge
Half Marathon

Proposed Motions:

1. Approve a Wellness Fair to be held at the Travis County Exposition Center Banquet Hall on Sunday, December 8, 2013 at discounted rental rates
2. Approve payment of up to \$3,008.00 from the Wellness Budget in the Travis County Health Facilities Development Corporation to include payment to the Exposition Center to cover costs associated with the Wellness Fair on December 8, 2013, and related purposes
3. Authorize the Wellness Committee to solicit vendors and sponsors to participate in the Wellness Fair
4. Approve printing up to 5,000 registration forms, flyers, sponsor packets, and other information to promote participation in the Wellness Fair and Brown Santa 5K & Kids K
5. Approve hanging banners in front of County buildings announcing the Wellness Fair at the Expo Center
6. Approve airing public service announcement on TCTV-17
7. Approve sponsoring children from local elementary schools who are served by Communities In Schools
8. Encourage Travis County departments and employees to participate in the 5K Walk/Run either by entering the event or volunteering to assist in conducting the race activities

5K Footrace and Banners:

The Travis County Wellness Committee seeks Commissioners Court authorization to host the 10th Annual Wellness Fair at the Travis County Exposition Center on Sunday, December 8, 2013. This event will again be held in conjunction with the Decker Challenge Half Marathon and the Brown Santa 5K Run/Walk & Kids K. This Wellness Fair is to encourage and foster physical activity, health and wellness in Travis County employees and their families, as well as residents of Travis County.

The Wellness Committee requests that banners be hung in front of the Granger Building, Travis County Tax Office and Del Valle Correctional Complex starting on Monday, October 28th through Friday, December 6th, 2013. These banners will be provided by Brown Santa. If additional banners can be procured, the Committee will hang them in front of more buildings.

Background and History of this Event:

For the past nine years, the Commissioners Court have authorized the Travis County Wellness Committee to host a Wellness Fair at the Travis County Exposition Center in conjunction with the Decker Challenge Half Marathon and the annual Brown Santa 5K Run/Walk & Kids K.

Travis County is partnering again with the Austin Runners Club Decker Challenge Half Marathon to host this event. Through this partnership, there is the expectation that participation in both events will be increased. The Wellness Committee hopes that participants in these races will browse the Wellness Fair exhibits. The Austin Runners Club is providing consultation and guidance in hosting the Brown Santa 5K Run/Walk & Kids K, and sharing costs for the event.

Most other costs associated with the Brown Santa 5K Run/Walk & Kids K will be paid through other sources, including the Brown Santa organization, the Decker Challenge organization, or through the help of sponsors.

Project Brown Santa is a community service of the Travis County Sheriff's Office and the many sponsors and volunteers who make it happen each year. The Brown Santa Program helps over 1,000 underprivileged families in rural Travis County and residents of a local retirement center. New toys and stuffed animals are donated and passed along to thousands of children in need. Brown Santa also accepts non-perishable food items that later become holiday meals for families during the Christmas Season. The BS5K was the single largest source of funds for the Brown Santa program last year.

Required Authorizations:

County Attorney: John Hille
County Corporations: Andrea Shields

cc: Roger El Khoury



Travis County Commissioners Court Agenda Request
Travis County Health Facilities Development Corporation
Travis County Capital Industrial Development Corporation
Travis County Cultural Education Facilities Finance Corporation
Travis County Housing Finance Corporation

Meeting Date: October 8, 2013

Prepared By/Phone Number: Andrea Shields, Manager/854-9116

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE:

Consider and take appropriate action to approve an invoice for external audit services for Fiscal Year 2013 from Atchley & Associates, LLP.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached backup.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS: Andrea Shields, Manager/854-9116; Leslie Browder, County Executive, Planning and Budget/854-9106

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.



September 24, 2013

Travis County, Re: 10302.Corporation
 Attn: Andrea Shields
 700 Lavaca, Suite 1560
 Austin, TX 78701

Re: Time/Expense for the period ending September 24, 2013

Client # 10302.Corp

In Reference To: Progress billing for professional services rendered in connection with audit of the following corporations which are included in the Travis County audit as of and for the year ended September 30, 2013, based on the related contract allowing 20% billing of total fees within 30 days after interim fieldwork.

Capital Health Facilities Development Corporation,
 Travis County Housing Finance Corporation
 Travis County Health Facilities Development Corporation
 Travis County Cultural Education Facilities Finance Corporation,
 Capital Industrial Development Corporation, and
 Travis County Development Authority.

Invoice # 64248

	<u>Amount</u>
For professional services rendered	\$1,442.00
Previous balance	\$1,384.00
7/13/2013 Payment - Thank You. Check No. 1151	(\$69.20)✓
7/13/2013 Payment - Thank You. Check No. 8066823538	(\$207.60)✓
7/13/2013 Payment - Thank You. Check No. 1365	(\$622.80)✓
7/13/2013 Payment - Thank You. Check No. 1279	(\$484.40)✓
Total payments and adjustments	<u>(\$1,384.00)</u>
Balance due	<u><u>\$1,442.00</u></u>

Fee Breakdown by Corporation				
Travis County Housing Finance Corp.	Travis County Health Facilities Dev. Corp.	Capital Industrial Development Corp.	TC Cultural Ed. Fac. Finance Corp.	Total Fee
\$649.90	\$504.70	\$71.10	\$216.30	\$1,442.00