



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 30, 2014

**Prepared By/Phone Number:** Melissa Velasquez, Judge's Office, x49555

**Elected/Appointed Official/Dept. Head:** Samuel T. Biscoe, County Judge

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

### **AGENDA LANGUAGE:**

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE TRAVIS COUNTY COMBINED CHARITIES CAMPAIGN, OUR EMPLOYEE GIVING CAMPAIGN:

- A. GREATER AUSTIN WORKPLACE CAMPAIGN ENGAGEMENT AGREEMENT FOR 2014-2015 WITH UNITED WAY FOR GREATER AUSTIN;
- B. SET THE OFFICIAL CAMPAIGN DATES FOR OCTOBER 15, 2014 TO NOVEMBER 30, 2014;
- C. PRINTING OF MORE THAN 5000 COPIES OF THE UNITED WAY FOR GREATER AUSTIN PLEDGE FORMS; AND
- D. AUTHORIZE THE DISTRIBUTION OF TRAVIS COUNTY'S PREVIOUSLY APPROVED AND THE CITY OF AUSTIN'S 2014 BOOKLET OF FEDERATIONS AND CHARITABLE ORGANIZATIONS THAT ARE INCLUDED IN THE CITY OF AUSTIN COMBINED CHARITIES CAMPAIGN.

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

In FY2014 the Commissioners Court approved an agreement with United Way for Greater Austin to provide an employee giving campaign.

United Way for Greater Austin provided fiscal agent services and experienced and dedicated staff to provide increased visibility in the workplace and support while conducting our employee giving campaign, Travis County Combined Charities.

We are requesting to renew Travis County's agreement with United Way for Greater Austin to serve as fiscal agent for our campaign.

**Our goal is participation and building philanthropy in the workplace.**

**What is the Travis County Combined Charities Campaign?**

The Travis County Combined Charities Campaign is our annual employee giving campaign authorized by Travis County for county employees. It allows employees to support a wide variety of nonprofit organizations, primarily through payroll contributions. **Payroll contributions** allow employees the ability to give conveniently by contributing small amounts from each paycheck. It allows you to give more generously, because the contribution is spread over an entire calendar year.

This contract has been reviewed by the County Attorney's Office.

**STAFF RECOMMENDATIONS:**

Recommend approval.

**REQUIRED AUTHORIZATIONS:**

John Hille, Assistant County Attorney

**GREATER AUSTIN WORKPLACE CAMPAIGN  
ENGAGEMENT AGREEMENT  
FOR 2014-2015**

Travis County, a political subdivision of the State of Texas, enters into this Agreement with United Way for Greater Austin (“United Way”). This Agreement is based on the premise that the Travis County Combined Charities Campaign (“TCCCC”) is owned by Travis County and its employees, and that every non-profit agency admitted by the County has a right to participate in the workplace campaign on a fair and equitable basis. This Agreement shall not be considered a means for Travis County to make a donation to a charitable entity. No public funds will be utilized for the support of any non-profit corporation involved in this campaign; whether through matching or donations. This Agreement is solely to facilitate employee contribution to charitable agencies. Incidental use of County space is allowable by law; as well as the acceptability of County employees volunteering their time while not neglecting their assigned duties.

United Way agrees to manage the receipts of the campaign in compliance with the Accountability and Governance Standard of United Way-Worldwide. United Way will in no way intentionally use its role as fiscal agent to assert its interests over the interests of other charitable organizations participating in the campaign.

This Contract is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a Contract for professional services. The UNITED WAY is an independent United Way; neither UNITED WAY nor its employees claim to be employees of the COUNTY nor do they claim any benefits from the COUNTY other than contract payments for services rendered.

1. Role and Duties of United Way
  - A. Provide customized campaign planning and implementation that would include campaign collateral including brochures, posters, and pledge forms. Kick-off training will be in mid-October. The County-wide campaign will be October 15 – November 30, 2014.
  - B. Marketing support including, but not limited to:
    1. The development of customized campaign messaging.
    2. The access to the United Way Speakers Bureau.
    3. Customer service for donors and non-profit agencies.
    4. Access and information for employees to United Way’s Navigation Center: 2-1-1
    5. Opportunities for Travis County Leadership Donors to participate in Women’s Leadership Programs, Young Leaders, and other leadership events.
    6. Training and support to Travis County Liaisons.

- C. No Travis County employee will be coerced to participate in the Campaign; employees are free, however, to volunteer their time.
- D. Serve as the fiscal agent for the Travis County Combined Charities Campaign.
- E. Provide Travis County employees, Travis County administration, and participating federations and funds with assurance of timely, accurate, and cost effective delivery of employee contributions to designated non-profit agencies.
- F. Process employee pledge forms. The following procedures will be observed:
  - 1. United Way will be provided all collected and completed campaign report envelopes, including pledge forms, cash, and checks, on a weekly basis throughout the campaign.
  - 2. Patriot Act certification of designated non-profit agencies.
  - 3. United Way will safeguard all monies received by it. Any losses shall be reimbursed by the United Way.
- G. Process cash and checks within five business days of receipt at United Way at the end of the campaign.
- H. Generate and distribute the following reports to applicable federations/funds by the first quarter following the first payment from Travis County. Donor pledge information is available to all agencies via an online portal provided by United Way regardless if payment has been made.
  - 1. A designation report.
  - 2. An acknowledgement report.
- I. Distribute all donations to the applicable agencies by February 28, 2016.
- J. Distribute all payroll deduction contributions to applicable non-profits as collected from the County on a quarterly basis, beginning in the month of May. Each agency might not receive the full amount of designations due to uncollectible pledges.
- K. Distribution of campaign proceeds to applicable agencies will include all designated and undesignated contributions to each agency. Undesignated contributions are shared on a pro-rata basis between all participating agencies based on the amount of designations per agency.
- L. Provide to Travis County, an itemized accounting by Mid-September 30, 2015. Copies of all receipts will be available upon TCCCC's request and will be available to the participating agencies upon request.

- M. Provide to Travis County, upon request, access to the employee payroll deduction campaign pledge forms. United Way must keep the pledge forms and all financial records relating to the distribution of contributions for at least three years.
  - N. Provide campaign activities that are conducted fairly and equitably to promote unified solicitation on behalf of all participants.
- 2. Travis County Responsibilities:
  - A. Pursuant to Local Government Code Section 155.001 (a)(4), at the request of an employee, provide payroll deduction, and forward the employee contributions to United Way monthly.
  - B. Forward to United Way timely, accurate pledge result details
  - C. Forward to United Way payment details for accurate payout of designations and donor acknowledgments.
- 3. Cost and Compensation of United Way
  - A. United Way may retain an administrative fee, calculated on a 3 year rolling average, currently at a rate of twelve and nine-tenths percent (12.9%) per donation, with maximum of \$250, for the services described in Section 1. However, United Way will not retain a fee for donations made to United Way ("Make the Greatest Impact", Success By 6, Target Graduation, Financial Opportunity).
- 4. Term of Agreement

This Agreement will be effective beginning October 1 and will continue through the final distribution of February 28, 2016.
- 5. Notice
  - A. Written Notice. All notices between the parties and related to this Contract shall be given to the other party in writing. If a notice is delivered in person to the address in this section for the party to whom the notice is given, that notice is deemed to have been given immediately. If a notice is placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the address in this section for the party to whom the notice is given, that notice is deemed to have been given on the third Working Day following mailing.
  - B. County Address. The address of County for all purposes and notices under this Contract is:

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

C. United Way Address. The address of United Way for all purposes and notices under this Contract is:

United Way for Greater Austin  
Attn: Debbie McGee  
2000 E. MLK Jr. Blvd.  
Austin, TX 78702

D. Change of Address. Each party may change its address for notice by giving Notice of the new address. County and United Way shall give Notice to each other of any change in its address, including a change in the person to whom attention is directed, within fifteen (15) Days of the change.

6. Right of Inspection and Audit. United Way 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 United Way pertaining to this Contract at reasonable times and for reasonable periods. These rights to access shall continue as long as the records are retained by United Way.

7. Dispute Resolution

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 person appointed by a court of competent jurisdiction for mediation as described in the Tex. Civ. Prac. and Rem. Code, 154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in Tex. Civ. Prac. and Rem Code 154.073, unless both parties agree, in writing, to waive the confidentiality.

8. Miscellaneous

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

B. Number and Gender. Words of any gender in this Contract 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 Contract clearly requires otherwise.

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

D. Assignability. Neither party may assign any of the rights or duties created by this Contract without the prior written approval of the other party. It is acknowledged by United Way that no officer, agent, employee, or representative of COUNTY has any authority to assign any part of this Contract unless expressly granted that authority by the Travis County Commissioners Court.

E. Binding Contract. This Contract shall be binding upon the successors, assigns, administrators, and legal representatives of the parties to this Contract.

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

G. LAW AND VENUE. THIS CONTRACT IS GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS UNDER THIS CONTRACT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS.

H. Amendments.

1. Written Amendment. Unless specifically provided otherwise in this Contract, any change to the terms of this Contract or any attachments to it shall be made in writing and signed by both parties. No modification concerning this Contract shall be of any force or effect, excepting a subsequent modification in writing signed by the Party to be charged.

2. IT IS ACKNOWLEDGED BY UNITED WAY THAT NO OFFICER, AGENT, EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS CONTRACT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE TRAVIS COUNTY COMMISSIONERS COURT.

UNITED WAY FOR GREATER AUSTIN:

\_\_\_\_\_  
DEBBIE BRESETTE, PRESIDENT

\_\_\_\_\_  
Date

TRAVIS COUNTY:

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

\_\_\_\_\_  
Date

# UWATX Pledge Form

Created on 9/25/14 at 5:04 pm



## Step 1: Please fill out donor information

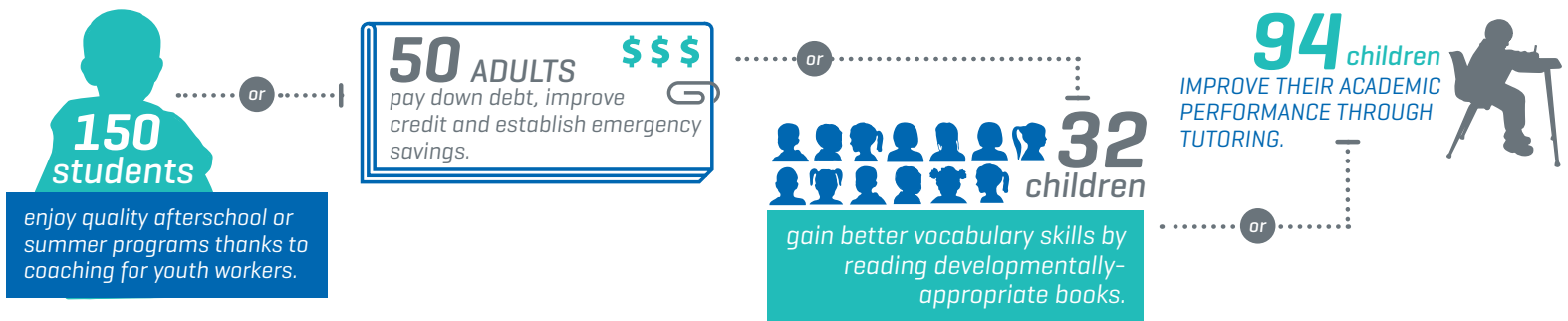
United Way for Greater Austin only uses contact information to process donations and let you know how your investment is helping Greater Austin thrive.

Mr./Mrs./Ms./Dr.	First Name	M.I.	Last Name	Recognition Name (if different)	Employee ID #
Home Address		Apt.	City	State	Zip
Preferred Telephone		<input type="checkbox"/> Home <input type="checkbox"/> Cell <input type="checkbox"/> Work	Preferred Email		<input type="checkbox"/> Personal <input type="checkbox"/> Work
					<input type="checkbox"/> I wish to remain anonymous in publications.

## Your contribution makes a difference!

By giving just **\$5 per week**, you could help Greater Austin residents overcome barriers to economic opportunity and make sure our community thrives.

**Here's what \$5 per week could mean for our community:**



## Step 2: Please select payroll deduction or direct gift

### ☐ EASY PAYROLL DEDUCTION

I want to contribute the following each pay period:

- |  |   |
|--|---|
| <input type="checkbox"/> \$25 X ____ yearly pay periods    | <input type="checkbox"/> \$15 X ____ yearly pay periods |
| <input type="checkbox"/> \$10 X ____ yearly pay periods    | <input type="checkbox"/> \$5 X ____ yearly pay periods  |
| <input type="checkbox"/> \$ ____ X ____ yearly pay periods |   |

TOTAL GIFT AMOUNT: \$ \_\_\_\_

### ☐ DIRECT GIFT

Direct gift to be paid by:

- ☐ **Cash or check** (Check No. \_\_\_\_)  
Please make check payable to United Way for Greater Austin.
- ☐ **Automatic Credit Card Charge**  
To make your donation with a credit card or debit card, visit our secure website at [uwatx.org/EmployeeGifts](http://uwatx.org/EmployeeGifts) or call 512.225.0378
- ☐ **Stock**  
To donate stock, please check the box and United Way for Greater Austin will contact you.

TOTAL GIFT AMOUNT: \$ \_\_\_\_

## Step 3: \$5 More?

If **each donor** gave just **\$5 more** per paycheck, we could serve an additional:

**461 TODDLERS AND PRESCHOOLERS,**  
**616 MIDDLE-SCHOOLERS AND 5,630 FAMILIES.**

☐ **YES! I want to give \$5 MORE per paycheck.**

\$5 X \_\_\_\_ = \$ \_\_\_\_  
# of yearly pay periods Total additional gift

## Step 4: Total Gift

\$ \_\_\_\_ + \$ \_\_\_\_ = \$ \_\_\_\_  
Total from Step 2 Total from Step 3 Total Gift

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

# Donor Designation Page *[This page is optional]*

When you donate to United Way for Greater Austin, you have the option to direct the distribution of your gifts. Please fill out the other side before completing this side.  
Please check the gray box where you'd like to invest and indicate the amount in the corresponding teal box.

## ☐ **Make the greatest impact!**

United Way for Greater Austin helps our community overcome barriers to economic opportunity and continue to thrive. We are solving problems not just for one person with one need, but creating solutions for a large community with large needs.

\$

## ☐ **Target my support to UWATX's strategic programs**

### **Success By 6**

Success By 6 works to make sure every child is ready for kindergarten by improving the complex network of child care services, parent education, public and private funding and public policy.

\$

### **Target Graduation**

In order to boost the lagging high-school graduation rate, Target Graduation focuses on providing and coordinating support services proven to positively impact middle school students.

\$

### **Financial Opportunity**

Our Financial Opportunity programs empower working poor families and individuals with the knowledge and tools to become financially stable.

\$

### **Health**

Our health work includes the United Way Navigation Center, which helps callers access healthcare and human services, and supports our work in education.

\$

## ☐ **Restrict my dollars to a nonprofit agency**

UWATX will send your gift, your name and address unless otherwise specified.

Minimum  
\$50\*

\$

Nonprofit 501(c)3 Organization Name

Employer ID Number (EIN)

Address (Required)\*

City

State

Zip

☐ Please do not release my information to my restricted agency.

## **TOTAL**

\$

Please make sure this matches total from Step 4 on the front.

## **MY GIVING SOCIETIES**

Please check the box for any groups you'd like to join or find out more about.

### ☐ **Leadership Givers**

I gave \$1,000 or more to UWATX and/or a UWATX program.

### ☐ **Tocqueville Society**

I gave \$10,000 or more.

### ☐ **Women's Leadership Council**

I gave \$1,200 or more to UWATX and/or a UWATX program.

### ☐ **Loyal Contributor**

I have been giving to United Way for 10 years or more.

**Year of first gift:** \_\_\_\_\_

### ☐ **Young Leaders Society**

I pledge to give **and/or** raise \$1,000 or more to UWATX and/or a UWATX program and I am under 40 years of age.

Note: Please make sure to provide your email on the front so you can receive information and invitations to participate with these giving societies.

**SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

\* If you do not provide the address of the nonprofit organization or your gift is less than \$50, your donation will be redirected to UWATX.

If an agency you designate to is not a qualified 501(c)(3) tax-exempt organization, if the information is incomplete or if your designation is less than \$50, your gift will be redirected to United Way for Greater Austin in support of our work in the community. United Way for Greater Austin is a nonprofit organization as defined by section 501(c)(3) of Internal Revenue Service Code, Tax ID 74-1193439. Gifts made to United Way for Greater Austin may be tax-deductible. No goods or services were provided in exchange for this contribution. Consult your tax advisor for more information. For contributions made through payroll deduction, refer to your paystub or payroll office for your total gift amount. United Way for Greater Austin honors donor intent. Please email [employeeegifts@uwatx.org](mailto:employeeegifts@uwatx.org) if you have any questions or concerns.

## Unaffiliated Charities 2014 list of Travis County approved Charities

### **Travis County Brown Santa**

512-247-2682 [www.brownsanta.org](http://www.brownsanta.org)

Brown Santa provides toys and a complete Christmas dinner for families that are less fortunate who live in the unincorporated areas of Travis County. .08%

### **Sheriff's Memorial and Benevolent Society of Travis County, Inc.**

512-854-4986

The Mission of the Sheriff's Memorial and Benevolent Society is to provide Sheriff's employees, families and friends of Travis County with funds for expenses following catastrophic events, memorials, scholarships, and public safety/educational programs. .01%

### **Council On At-Risk Youth (CARY)**

512-451-4592 [www.cary4kids.org](http://www.cary4kids.org)

CARY staff conduct school-based youth violence prevention program using skills training, individual behavioral counseling and service projects with 600 at-risk middle school students. 18%

### **Austin Pets Alive!**

512-961-6519 [www.austinpetsalive.org](http://www.austinpetsalive.org)

Promoting and providing the resources, education and programs needed to eliminate the killing of companion animals in Central Texas. 11%

### **Capital Area Food Bank of Texas**

512-282-2111 [www.austinfoodbank.org](http://www.austinfoodbank.org)

Providing nourishment to more than 48,000 people in need each week through food pantries, shelters, soup kitchens, and other human service agencies across Central Texas. 3.60%

### **City of Austin Customer Assistance Program (Plus+1)**

512-972-7718 or 512-972-7652 [www.austinenergy.com](http://www.austinenergy.com)

Provides financial support on a one time basis to City of Austin utility customers on low, moderate or fixed incomes, or who face unexpected emergencies. 0.0%

### **Front Steps**

512-305-4100 [www.frontsteps.org](http://www.frontsteps.org)

Believing that everyone deserves a safe place to call home, Front Steps' mission is to provide a pathway home through shelter, housing, and community education. 3.93%

### **Asian American Resource Center**

512-836-2388 [www.naaotexas.org](http://www.naaotexas.org)

Your gift supports AARC in providing a place where Asian-Americans can proudly express cultural, economic and educational interests while serving as a global destination. 1.5%

### **Caritas of Austin**

512-479-4610 [www.caritasofaustin.org](http://www.caritasofaustin.org)

Emergency rent and utility assistance for families; lunch in our Community Kitchen; case management, housing, education, employment for the working poor, homeless, and documented refugees. 8.34%

### **Emancipet**

512-587-7729 [www.emancipet.org](http://www.emancipet.org)

Works every day to address veterinary inequality by providing education and access, and ensuring affordability of spay/neuter and basic wellness services for pet owners. 16.35%



## Index

"I Have A Dream" Foundation® .....	9	American Center for Law and Justice.....	8	America's VetDogs - the Veteran's K-9 Corps, Inc. ....	16
Ability Connection Texas .....	28	American Diabetes Association Texas .....	28	Amigos de las Americas.....	16
Accion International .....	13	American Family Association..	4	Amnesty International USA .....	8
Adoptable Children.....	15	American Freedom Foundation, Inc .....	16	Amref Health Africare .....	13
Adoption Center .....	15	American Gateways.....	10	Angel Flight .....	10
Adoption Exchange .....	15	American Hearing Research Foundation .....	28	Animal Defense League of Texas .....	11
Adoptions by Cradle of Hope	16	American Heart Association, Southwest Affiliate.....	28	Animal Slaughter & Child Starvation Stop Here! .....	16
African Wildlife Foundation..	33	American Humane Association .....	16	Animal Trustees of Austin .....	8
Africare.....	13	American Indian College Fund .....	16	Anxiety, Depression, PTSD and OCD Education and Research Foundation .....	17
Aid For Starving Children .....	16	American Jewish World Service .....	13	Any Baby Can Austin, Inc. ....	31
AIDS Services of Austin .....	10	American Kidney Fund.....	28	Arc of Texas .....	11
Albert B. Sabin Vaccine Institute .....	13	American Liver Foundation Texas .....	28	Arc of the Capital Area, The ..	31
Alex's Lemonade Stand Foundation .....	16	American Near East Refugee Aid (ANERA) .....	13	Armed Services Mutual Benefit Association STAR Foundation.....	17
Allergy and Asthma Network Mothers of Asthmatics .....	16	American Refugee Committee .....	13	Arrow Child & Family Ministries.....	27
ALS Association, Texas Chapter, The .....	28	American Sexual Health Association.....	16	Arthritis Foundation, South Central Region.....	28
Alzheimer's Association, Capital of TX Chapter .....	28	American Society for the Prevention of Cruelty to Animals .....	17	Ascend Center for Learning ...	11
Alzheimer's Foundation of America.....	16	American YouthWorks .....	5	Asian Children's Rescue & Relief Fund .....	17
Alzheimer's Research and Prevention Foundation .....	16	AmeriCares .....	13	Association of Christian Schools International.....	4
Alzheimer's Research Foundation .....	16	America's Best Charities.....	15	Audubon Foundation of Texas .....	34
American Association for Cancer Research .....	16	America's Charities .....	8	Austin Can! .....	6
American Cancer Society, High Plains Division.....	28			Austin Child Guidance Center	31
				Austin Children's Services.....	31
				Austin Cops for Charities.....	11

Austin Firefighters Relief and Outreach Fund .....	11	Big Brothers Big Sisters of Central Texas .....	32	Childhood Cancer Foundation) .....	8
Austin Humane Society .....	11	Big Cat Rescue Corp.....	17	Cancer Research Fund of the Damon Runyon - Walter Winchell Foundation .....	18
Austin Paramedic Fund and Community Outreach.....	33	Bike Texas Education Fund (formerly Texas Bicycle Coalition Education Fund)	34	Cancer Research Institute Texas .....	28
Austin Parks Foundation .....	34	Birth Defect Research for Children, Inc.....	17	Candlelight Ranch Foundation.	6
Austin Partners in Education ..	6, 31	Black Charities for Children, Families, Communities .....	18	Canine Assistants .....	18
Austin Pets Alive!.....	33	Blackland Prairie Raptor Center .....	34	Canine Companions for Independence .....	18
Austin Police Operation Blue Santa .....	33	Blessings International.....	4	Canines for Disabled Kids.....	19
Austin Project, The .....	32	Boone and Crockett Club .....	18	Capital Area Food Bank of Texas .....	33
Austin Recovery, Inc. ....	32	Born Free USA Keep Wildlife in the Wild.....	18	CARE .....	13
Austin Y.M.B.L. Sunshine Camps .....	6	Boy Scouts of America .....	6, 8	Caring for Children Foundation of Texas, Inc. ....	8
Austin Youth River Watch ....	34	Boys & Girls Clubs of Austin and Travis County .....	32	CaringBridge .....	29
Autism Intervention and Treatment Research -- Organization for Autism Research.....	17	Brain Tumor Association, American (ABTA) .....	18	Caritas of Austin.....	33
Autism Society of America ...	17	Breakthrough Austin.....	32	CASA - Court Appointed Advocates for Abused Children .....	19
Autism Society of Greater Austin.....	11	Breast Cancer African American, Sisters Network Inc. ....	18	CASA of Central Texas, Inc.....	6
Autism Speaks Texas.....	28	Breast Cancer Crusade by Avon .....	18	CASA of Travis County, Inc.....	6
Autoimmune Diseases Association .....	17	Breast Cancer Research Foundation .....	4	Catholic Charities of Central Texas .....	27
AVANCE-Austin.....	32	Buckner Children and Family Services .....	18	Catholic Relief Services - USCCB .....	19
Baptist Charities of America .	17	Buffalo Bayou Partnership.....	34	Catholics For The Poor and Needy Worldwide.....	19
Baptist Children's Home Ministries .....	17	Burke Center for Youth .....	6	Catholics United for Life.....	8
Bat Conservation International .....	34	C.A.S.T. for Kids Foundation	18	Celiac Central, National Foundation for Celiac Awareness .....	19
Bayou Preservation Association .....	34	Camp Fire USA Balcones Council .....	6	Center for Child Protection .....	6
Be the Match Foundation.....	28	Cancer Coalition, The National .....	18	Center for Health, Environment and Justice .....	34
Believe In Tomorrow National Children's Foundation .....	17	Cancer Curing Society .....	18	Center for Maximum Potential Building Systems.....	34
Bereavement and Grief Camp for Children - Camp Agape .....	27	Cancer Research and Assistance - VHL .....	18	Center for Public Policy Priorities .....	11
Best Buddies for Children and Adults with Intellectual and Developmental Disabilities	17	Cancer Research and Prevention Foundation (Prevent Cancer Foundation) .....	8	Central Texas Society for the Prevention of Cruelty to Animals .....	11
Bethany Christian Services....	17	Cancer Research for Children - CureSearch (National		Cerebral Palsy International Research Foundation .....	29
Beyond Pesticides.....	34				

CHADD (Children & Adults with Attention- Deficit/Hyperactivity Disorder).....	19	Christian Care International- Food and Medicine for People In Need .....	20	Diabetes & Immune Disease National Research Institute	20
Challenger Center for Space Science Education.....	19	Christian Community Charities .....	27	Diabetes Action Research and Education Foundation.....	20
Child Find of America.....	19	Christian Military Fellowship ..	4	Diabetes Research and Wellness Foundation.....	8
Child Inc .....	6	Christian Women's Job Corps of Austin.....	27	Disabled American Veterans (DAV) Charitable Service Trust .....	21
Child Rescue International ....	19	Chronic Fatigue and Immune Dysfunction Syndrome (CFIDS) Association of Americ.....	20	Doctors Without Borders/Médecins Sans Frontières USA.....	13
ChildFund International.....	13	Church World Service.....	13	Dogs for Deaf and Disabled Americans (NEADS).....	21
Childhood Brain Tumor Foundation .....	19	Citizens' Environmental Coalition Education Fund..	34	Dogs for the Deaf, Inc. ....	21
Childhood Obesity-Alliance for a Healthier Generation .....	29	City of Austin Customer Assistance Program (Plus+1) .....	33	Domestic Violence Hotline, National .....	21
Children At Heart Foundation	27	City of Hope.....	29	Dress for Success Worldwide...	8
Children Awaiting Parents.....	19	Clean Water Fund of Texas ...	35	EarthShare of Texas.....	33
Children of the Night.....	19	Colon Cancer Alliance.....	29	Easter Seals Central Texas ....	29
Children's Advocacy Centers of Texas.....	6	Communities in Schools of Central Texas .....	32	ECHO.....	13
Children's Angel Airlines .....	19	Community Health Charities Texas .....	28	Ecology Action of Texas.....	35
Children's Bereavement Center of South Texas, The.....	29	Concerns of Police Survivors, Inc. (COPS).....	20	El Buen Pastor Early Childhood Development Center.....	32
Children's Cancer Assistance Fund.....	4	Conservation and Protection of Public Lands.....	20	El Buen Samaritano Episcopal Mission .....	27
Children's Cancer Recovery Foundation .....	19	Conservation International Foundation .....	35	Emancipet.....	33
Children's Charitable Alliance of Texas .....	5	Cornelia de Lange Syndrome Foundation .....	20	Endangered Species Media Project.....	35
Children's Defense Fund.....	20	Correctional Peace Officers Foundation .....	20	Endometriosis Association ....	29
Children's Environmental Health Institute .....	34	Covenant House Texas .....	6	Environmental and Energy Study Institute.....	35
Children's Food Fund/World Emergency Relief .....	4	Creative Action .....	32	Environmental Defense Fund, Texas Office .....	35
Children's Heart Foundation, Texas Chapter, The .....	29	Crohn's & Colitis Foundation of America, Houston/S TX Chapter .....	29	Environmental Law Institute ..	35
Children's Hospital & Research Center Foundation.....	20	Cure Alzheimer's Fund .....	20	Epilepsy Foundation, Central & South Texas .....	29
Children's Hunger Fund.....	20	Cystic Fibrosis Foundation, Central Texas Chapter.....	29	Equine Land Conservation Resource .....	21
Children's Hunger Relief Fund	4				
Children's Medical Ministries	20				
Children's Miracle Network Hospitals .....	8				
Children's Organ Transplant Association .....	20				
Children's Tumor Foundation	29	Dare to Dream Children's Foundation .....	6	FACES The National Craniofacial Association .....	21
		Defenders of Wildlife .....	35	Family Crisis Center.....	32
				Family Violence and Sexual Assault Institute .....	21

Farm Animal Reform		International Eye Foundation .	<b>14</b>
Movement (FARM) .....	<b>21</b>	International Orthodox Christian	
Father Flanagan's Boys' Home	<b>8</b>	Charities.....	<b>14</b>
Feed the Children.....	<b>9</b>	International Relief Teams .....	<b>14</b>
Fellowship of Christian Athletes		International Rescue Committee	
.....	<b>9</b>	.....	<b>14</b>
FINCA International.....	<b>13</b>	JDRF International, Austin	
Fisher House Foundation .....	<b>21</b>	Chapter .....	<b>30</b>
Focus on the Family .....	<b>4</b>	Katy Prairie Conservancy.....	<b>35</b>
For The Children .....	<b>6</b>	Keep a Child Alive.....	<b>4</b>
Foster Care To Success		Kidney Cancer Research and	
Foundation .....	<b>9</b>	Education Association .....	<b>23</b>
Foster's Home For Children...	<b>27</b>	Leukemia & Lymphoma Society	
Foundation Communities .....	<b>32</b>	South Central Texas Chapter,	
Foundation for Ichthyosis &		The.....	<b>30</b>
Related Skin Types, Inc. ...	<b>21</b>	Leukemia can be cured! .....	<b>23</b>
FRAXA Research Foundation	<b>21</b>	Leukemia Research Foundation	
Freedom From Hunger .....	<b>13</b>	.....	<b>5</b>
Friends of Big Bend National		LifeWorks .....	<b>32</b>
Park.....	<b>35</b>	Literacy Coalition of Central	
Front Steps.....	<b>33</b>	Texas .....	<b>11</b>
Fund for Animals, The.....	<b>9</b>	Little Helping Hands .....	<b>7</b>
Galveston Bay Foundation ....	<b>35</b>	LIVESTRONG Foundation, The	
GENaustin .....	<b>32</b>	.....	<b>9</b>
Girls on the Run of Austin.....	<b>7</b>	Local Independent Charities of	
Give Kids The World .....	<b>9</b>	Texas .....	<b>10</b>
Giving Children Hope .....	<b>21</b>	Lupus Foundation of America,	
Glaucoma Research Foundation		North Texas Chapter.....	<b>30</b>
.....	<b>4</b>	Lutheran Social Services of the	
Global Impact .....	<b>12</b>	South.....	<b>27</b>
Gluten Intolerance Group of		Lutheran World Relief .....	<b>14</b>
North America .....	<b>21</b>	Lymphedema Network.....	<b>23</b>
Graves' Disease and Thyroid		Lymphoma Foundation of	
Foundation .....	<b>21</b>	America .....	<b>23</b>
Greater Edwards Aquifer		Lymphoma Research	
Alliance.....	<b>35</b>	Foundation.....	<b>23</b>
Green Doors.....	<b>11</b>	Mainspring Schools.....	<b>32</b>
Guadalupe-Blanco River Trust		Make-A-Wish Foundation® of	
.....	<b>35</b>	America .....	<b>9</b>
Guide Dog Foundation for the		MAP International.....	<b>23</b>
Blind, Inc. ....	<b>4</b>	March of Dimes Foundation	
Guide Dogs for the Blind, Inc.		Texas .....	<b>30</b>
.....	<b>22</b>		
Guide Dogs of America.....	<b>22</b>		
Habitat for Humanity			
International .....	<b>22</b>		
HawkWatch International .....	<b>22</b>		
Health Volunteers Overseas....	<b>13</b>		
HealthStart Foundation, Inc. ....	<b>7</b>		
Helen Keller International.....	<b>14</b>		
Help the Children .....	<b>22</b>		
Helping Hand Home for			
Children.....	<b>7</b>		
Helping Restore Ability .....	<b>11</b>		
Helping the Aging, Needy, and			
Disabled Inc. ....	<b>11</b>		
Hepatitis Foundation			
International .....	<b>22</b>		
Herbal Medicine Institute.....	<b>22</b>		
Hispanic Association of			
Colleges and Universities..	<b>22</b>		
Hispanic Scholarship Fund ....	<b>22</b>		
Hole in the Wall Gang Fund,			
The .....	<b>9</b>		
Holt International Children's			
Services .....	<b>22</b>		
Homes For Our Troops .....	<b>22</b>		
Honor and Remember, Inc. ....	<b>22</b>		
Hope for the Hungry .....	<b>22</b>		
Hope For The Warriors .....	<b>22</b>		
Hospice Austin.....	<b>11</b>		
Hospice Foundation for End-of-			
Life Care .....	<b>22</b>		
Hospice Foundation of America			
.....	<b>23</b>		
Hostelling International .....	<b>23</b>		
Human Rights Campaign			
Foundation .....	<b>9</b>		
Humane Farm Animal Care ...	<b>23</b>		
Humane Society of the United			
States, The.....	<b>9</b>		
Huntington's Disease Society of			
America Texas Affiliate ....	<b>29</b>		
I Have A Dream Foundation....	<b>9</b>		
India Partners .....	<b>23</b>		
Institute for Creation Research			
.....	<b>23</b>		
Institute for Financial Literacy,			
Inc. ....	<b>23</b>		

Marine Corps -- Law Enforcement Foundation...	23	National FFA Foundation, Inc. ....	24	PETA: People for the Ethical Treatment of Animals.....	24
Marine Corps League Foundation Inc. ....	23	National Hemophilia Foundation .....	30	PetSmart Charities, Inc.....	10
Matthew 25: Ministries.....	24	National Hospice and Palliative Care Organization .....	30	PKD Foundation.....	25
Melanoma Research Foundation .....	9	National Kidney Foundation Texas .....	30	Plan International USA .....	14
Mental Health America of Texas .....	30	National Lung Cancer Partnership .....	24	Planned Parenthood Federation of America .....	25
Mercy Corps .....	14	National Multiple Sclerosis Society, South Central Chapter .....	30	Planned Parenthood of Greater Texas .....	12
Mercy Medical Airlift.....	24	National Organization for Rare Disorders (NORD) .....	10	Population Connection .....	10
Mercy Ships.....	5	National Psoriasis Foundation	30	Prevent Blindness Texas .....	31
Methodist Children's Home ...	27	National Wildlife Federation .	35	Project HOPE.....	14
Methodist Mission Home .....	24	Native American Rights Fund	10	Public Citizen .....	36
Military Child Education Coalition .....	24	Natural Resources Defense Council .....	36	Public Employees for Environmental Responsibility .....	25
Military Officers Association of America Scholarship Fund	24	Nazarene Compassionate Ministries, Inc. ....	5	Rails-to-Trails Conservancy ...	36
Mission Aviation Fellowship...	5	Near East Foundation.....	14	Rainforest Alliance.....	36
Mobile Loaves & Fishes.....	27	Neighbor to Nation .....	4	Rape, Abuse, & Incest National Network (RAINN).....	25
Mothers' Milk Bank at Austin .	7	Officers' Christian Fellowship .	5	Reading Is Fundamental, Inc. (RIF) .....	10
Mr. Holland's Opus Foundation .....	24	Open Door Preschools .....	32	Restless Legs Syndrome Foundation.....	25
Muscular Dystrophy Association South Central States.....	30	Operation Homefront .....	24	Rett Syndrome Foundation, International.....	25
Myasthenia Gravis Foundation of America .....	30	Opportunity International.....	14	River City Youth Foundation ...	7
NAACP Legal Defense and Educational Fund .....	9	OrphanCare International.....	24	Rocky Mountain Elk Foundation .....	25
NAACP Special Contribution Fund .....	9	Out Youth .....	11	Ronald McDonald House Charities of San Antonio .....	7
NAMI Texas (National Alliance on Mental Illness) .....	30	Ovarian Cancer Research Fund .....	10	Ronald McDonald House Charities®.....	10
National Black Child Development Institute.....	9	Pan American Development Foundation .....	14	Ronald McDonald House of Houston .....	7
National Center for Missing & Exploited Children .....	24	Pancreatic Cancer Network....	30	Rose, The.....	12
National Children's Advocacy Center.....	24	Parkinson's Research Center, Michael Stern Foundation .	24	Rotary Foundation of Rotary International.....	14
National Council on Alcoholism & Drug Dependence (NCADD) .....	30	PATH.....	14	SafePlace .....	33
National Down Syndrome Society .....	9	PCI-Media Impact.....	14	Salvation Army World Service Office (SAWSO) .....	15
		Pediatric Brain Tumor Foundation of the United States, Inc. ....	24	Samaritan Center for Counseling and Pastoral Care.....	12
		People's Community Clinic....	12	Samaritan's Purse .....	5
		Pesticide Action Network North America .....	36	San Marcos River Foundation	36

Save Our Springs Alliance.....	36	Sustainable Food Center .....	36	United Leukodystrophy Foundation.....	5
Save the Children.....	15	TechnoServe .....	15	United Methodist Committee on Relief (UMCOR) .....	15
Seedling Foundation, The .....	7	Texans Care for Children Inc... 7		United Seamen’s Service.....	15
Seeing Eye, Inc. ....	25	Texas Association Against Sexual Assault.....	12	United Way for Greater Austin .....	31
Semper Fi Fund .....	25	Texas Baptist Children's Home .....	27	USA Cares Inc.....	26
Settlement Club, The .....	7	Texas Campaign for the Environment Fund (formerly Public Research Works) ....	36	V Foundation, The.....	5
Sickle Cell Association, Marc Thomas Foundation .....	31	Texas CASA .....	7	Vegan Outreach.....	26
Sight Into Sound .....	12	Texas Council on Family Violence .....	12	Veterans of Foreign Wars Foundation.....	26
Skin and Dental Dysfunction Foundation .....	25	Texas Hearing and Service Dogs .....	12	Victims of Crime, National Center for.....	26
Skin Cancer Foundation .....	25	Texas Homeless Network .....	12	Voice of the Martyrs, Inc .....	5
Smile Train .....	31	Texas Parks and Wildlife Foundation .....	37	VSA arts of Texas .....	10
Southeastern Guide Dogs, Inc. .....	25	Texas Scottish Rite Hospital for Children.....	31	Water For People.....	15
SPARK School Park Program	36	Texas Solar Energy Society ...	37	Waterloo Counseling Center ..	12
Spay-Neuter Assistance Program (SNAP).....	25	The Conservation Fund.....	35	Westcave Outdoor Discovery Center .....	37
Special Olympics Texas .....	7	The Nature Conservancy of Texas .....	36	Wildlife Conservation Fund of America .....	26
Special Olympics, Inc.....	25	The Peregrine Fund.....	36	Wildlife Rescue and Rehabilitation .....	37
Special Operations Warrior Foundation .....	26	The Sierra Club Foundation, Texas Chapter .....	36	World Concern-A Division of CRISTA Ministries.....	5
Spinal Cord Injury Network International.....	26	Thomas More Law Center .....	26	World Impact .....	26
Spondylitis Association of America.....	26	Transplants for Children .....	31	World Relief.....	15
St Jude's Ranch for Children Texas Region .....	7	Transplants, The National Foundation for.....	26	World Renew .....	15
St. Jude Children's Research Hospital Texas .....	31	Travis Manion Foundation.....	26	World Vision, Inc.....	5
STARRY .....	7	TreeFolks .....	37	World Wildlife Fund .....	37
State of Texas Alliance for Recycling (formerly Recycling Alliance of Texas) .....	36	Trinity Child Development Center .....	33	Wounded Warrior Emergency Support Fund .....	26
Sunshine Kids Foundation.....	26	UNICEF, The U.S. Fund for ..	15	Wright House Wellness Center, The.....	12
Support Our Troops.....	12, 26	Unitarian Universalist Service Committee .....	15	Write-Way Prison Ministries..	27
Surfrider Foundation.....	36			YWCA Greater Austin .....	33
Susan G. Komen for the Cure- Austin Affiliate .....	31				



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

**Meeting Date:** September 30, 2014

**Prepared By/Phone Number:** Edith Moreida

**Elected/Appointed Official/Dept. Head:** Commissioner Margaret J. Gómez

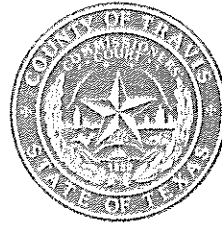
**Commissioners Court Sponsor:** Commissioner Margaret J. Gómez

**AGENDA LANGUAGE:**

**APPROVE PROCLAMATION DESIGNATING OCTOBER 4 -18, 2014 BE  
THE FOURTEENTH ANNUAL BINATIONAL HEALTH WEEK  
THROUGHOUT TRAVIS COUNTY, TEXAS.**

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

## *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 2013, over 7,000 Central Texans benefited from Binational Health Week activities; and,
- WHEREAS,** in Travis County, the Ventanilla de Salud at the Consulate General of Mexico 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 4-18, 2014 BE "THE FOURTEENTH ANNUAL BINATIONAL HEALTH WEEK" THROUGHOUT TRAVIS COUNTY, TEXAS.

IN WITNESS WHERE OF WE HAVE HERE UNTO SET ON OUR HANDS ON THIS 30<sup>TH</sup> DAY OF SEPTEMBER 2014.

---

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 Item 4

**Meeting Date:**


September 30, 2014

**Prepared By/Phone Number:**

Kelly Page, Director Community Services – (512) 854-4392

Florence Briceño, Executive Assistant, Travis County Sheriff's Office Chief Jim Sylvester - (512) 854-9787

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

Greg Hamilton, Sheriff 

**Commissioners Court Sponsor:**

Samuel Biscoe, County Judge

**AGENDA LANGUAGE:**

The Austin/Travis County Family Violence Task Force, by and through the Travis County Sheriff's Office requests that October 2014 be proclaimed Domestic Violence Awareness Month in honor of all domestic violence victims and survivors and in support of all the collaborative efforts to not only reduce, but to ultimately end domestic violence in Travis County.

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

On behalf of the Austin/Travis County Family Violence Task Force, the Travis County Sheriff's Office requests that the October National Domestic Violence Awareness Month (DVAM), be observed in Travis County by the Travis County Commissioners Court by reading the attached proclamation (see attachment A). The proclamation recognizes all domestic violence victims and the work being done to eliminate this offense in Travis County.

It is imperative for the community to be aware of the devastating impact domestic violence has on families and the community at large, so we can speak out against this violent crime with one voice. More awareness and education will galvanize the community to embrace a unified philosophy and vision on how to end domestic violence and to participate in the initiatives of the Austin/Travis County Family Violence Task Force to achieve this goal.

**STAFF RECOMMENDATIONS:**

Staff recommends that the DVAM Proclamation be read to the Travis County community on September 30, 2014 by the Commissioners Court.

**ISSUES AND OPPORTUNITIES:**

This is an opportunity to spread the word about other activities being planned in Austin/Travis County for the month of October, such as,

- A. Proclamation Recognize October as Domestic Violence Awareness and Prevention month (read resolution).
- B. Discuss the Austin/Travis County Family Violence Task Force (ATCFVTF) "Stand Up for Safe Families Paddle Parade" on Lady Bird Lake, October 1<sup>st</sup> from 5:30 p.m.-7:30 p.m.
- C. Discuss the TCSO "Football is a Contact Sport. Love Shouldn't Be" campaign. Students in area school districts in Travis, Hays and Bastrop County will unite to bring awareness to Domestic Violence.
- D. Announce SafePlace's Celebration Luncheon on October 23<sup>rd</sup> from 11:30 a.m.- 1:30 p.m. at the Hyatt Regency Austin.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

None

**REQUIRED AUTHORIZATIONS:**

Chief Jim Sylvester  
Travis County Sheriff's Office  
TCSO, 854-9787

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

**WHEREAS**

The family is the foundation of a safe and healthy community. It is a goal of our administration for our citizens to be safe outside of their homes *and* inside of their homes;

**WHEREAS**

The problem of domestic violence affects all citizens of Travis County crossing all racial, social, religious, ethnic, geographic, and economic groups;

**WHEREAS**

There were nine domestic violence related homicides in 2013;

**WHEREAS**

Domestic/sexual violence is an immense problem in Travis County, where in 2013, SafePlace received 11,247 hotline calls; 861 victims received emergency shelter; and 1,499 adults and children received 10,763 hours of counseling.

**WHEREAS**

The Travis County Attorney's Office, by and through its Protective Order Division, was granted 775 temporary *ex parte* orders and 565 final protection orders in 2013;

**WHEREAS**

The Travis County Attorney's Office, by and through its Family Violence Unit, referred 3,192 misdemeanor family violence cases in 2013, and filed 2,645 of those cases;

**WHEREAS**

Domestic violence is widespread, including 1 in 4 women and 1 in 7 men have been victims of severe physical violence by an intimate partner in their lifetime;

**Now THEREFORE**

In recognition of the impact that domestic violence has on the health and well-being of our community, I, Samuel T. Biscoe, County Judge for the Travis County Commissioners Court, do hereby proclaim October 2014 as Domestic Violence Awareness Month.

Further I reaffirm the commitment of Travis County in reducing violence in our homes, as well as on our streets, I urge all citizens to participate in the activities planned by the Austin/Travis County Family Violence Task Force, SafePlace, and community organizations during this month. Citizens should also take this opportunity to educate themselves about the impact of domestic violence in Travis County and to become familiar with resources and programs available. This month let us remember the victims of domestic violence, celebrate survivors, and work together to eliminate violence against women and children from our community.

**IN WITNESS WHEREOF**, I have hereunto set my hand and cause the Seal of Travis County to be affixed on this \_\_\_\_\_ day of September, 2014.

---

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

# Stand Up Paddle Parade For Safe Families

Family-Friendly  
Face Painting  
Wear Purple



**October 1, 2014**

**5:30-7:30 pm**

**Texas Rowing Center Dock  
1541 West Cesar Chavez  
Free Paddleboard, Canoe  
and Kayak Rentals!**



# FOOTBALL IS A CONTACT SPORT. LOVE SHOULDN'T BE.

STAND UP

STOP  
VIOLENCE

BE THE  
CHANGE



OCTOBER IS  
NATIONAL DOMESTIC VIOLENCE  
AWARENESS MONTH



# Travis County Commissioners Court Agenda Request

**Meeting Date:**

September 30, 2014

**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:**

Consider and Take Appropriate Action to Approve Proclamation Recognizing October 5 – 11, 2014 as National H-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 5 - October 11, 2014.

**STAFF RECOMMENDATIONS:**

See Attached

**ISSUES AND OPPORTUNITIES:**

Seet Attached

**FISCAL IMPACT AND SOURCE OF FUNDING:**

There is no fiscal impact

**REQUIRED AUTHORIZATIONS:**

Sherri Fleming, County Executive, HHSVS  
Dolores Sandmann, Director Texas A & M AgriLife Extension Services

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](mailto: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

NOW, THEREFORE, BE IT RESOLVED THAT THE TRAVIS COUNTY COMMISSIONERS COURT, HEREBY DESIGNATES OCTOBER 5-11, 2014 AS NATIONAL 4-H WEEK IN TEXAS AND COMMEND 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

SIGNED AND ENTERED THIS 30<sup>th</sup> DAY OF SEPTEMBER 2014.

---

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:** 09/30/2014, 9:00 AM, Voting Session

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

**Elected/Appointed Official/Dept. Head:** Jessica Rio, Budget Director, Planning and Budget

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

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

- A. Annual contract with the Office of the Attorney General to continue the Other Victim Assistance Grant Program in the County Attorney's Office;
- B. Annual contract with the Texas Department of Public Safety, Texas Division of Emergency Management to continue the Emergency Management Performance Grant in the Emergency Services Department;
- C. Annual contract with the Office of the Governor, Criminal Justice Division to continue the Vision Summit Conference in the Travis County Sheriff's Office;
- D. Annual contract with the Office of the Governor, Criminal Justice Division to continue the Family Drug Treatment Court Grant Program in the Civil Courts;
- E. Annual contract with the Office of the Governor, Criminal Justice Division to continue the Indigent Defense System Evaluation Project in the Criminal Courts;
- F. Annual contract with the Office of the Governor, Criminal Justice Division to continue the Travis County Veterans Court Program in the Criminal Courts;
- G. Annual contract with the Office of the Governor, Criminal Justice Division to continue the Adult Probation DWI Court Grant Program in the Community Supervision and Corrections Department;
- H. Contract amendment with the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance to extend the Co-Occurring Re-Entry Services Grant Program in the Community Supervision and Corrections Department; and
- I. Contract amendment with the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance to extend the Domestic Violence Accountability Management Program in the Community Supervision and Corrections Department.

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

Items A through G are annual grant contracts to continue existing programs.

Items H and I are grant contract amendments originally awarded for two years with funding terminating September 30, 2014. CSCD is requesting approval of no-cost extensions for both of these programs through FY 2015 to continue program service delivery and expend unused grant funds. The grantor approves of these extensions.

### **STAFF RECOMMENDATIONS:**

PBO recommends approval.

**ISSUES AND OPPORTUNITIES:**

Additional information is provided on the grant summary sheets.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

Items A and B require matches which are met through existing internal resources.

Items C through I require no County match.

**REQUIRED AUTHORIZATIONS:**

Planning and Budget Office  
County Judge's Office

Jessica Rio  
David Salazar

# TRAVIS COUNTY

9/30/2014

Created on 9/25/14 at 5:04 pm

## 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.*

Dept.	Grant Title	Grant Period	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #
<b>Contracts</b>											
<b>A</b>	119 Other Victim Assistance Grant (OVAG)	09/01/14 - 08/31/15	\$42,000	\$0	\$14,893	\$0	\$56,893	1.00	R	S	12
<b>B</b>	147 Emergency Management Performance Grant	10/01/13 - 03/31/15	\$68,663	\$68,663	\$0	\$0	\$137,326	0.00	R	S	37
<b>C</b>	137 2014 Vision Summit	01/01/14 - 12/31/14	\$41,892	\$0	\$0	\$0	\$41,892	0.00	R	C	46
<b>D</b>	122 Family Drug Treatment Court	09/01/14 - 08/31/15	\$142,657	\$0	\$0	\$0	\$142,657	1.00	R	MC	58
<b>E</b>	124 Indigent Defense System Evaluation Project	10/01/14 - 09/30/15	\$122,813	\$0	\$0	\$0	\$122,813	1.00	R	MC	70
<b>F</b>	124 Travis County Veterans Court	09/01/14 - 08/31/15	\$184,020	\$0	\$0	\$0	\$184,020	2.00	R	MC	82
<b>G</b>	139 Travis County Adult Probation DWI Court	09/01/14 - 08/31/15	\$242,175	\$0	\$0	\$0	\$242,175	4.00	R	MC	95
<b>H</b>	139 Co-Occurring Re-Entry Services (CORES)*	10/01/14 - 09/30/15	\$216,327	\$0	\$0	\$0	\$216,327	3.00	R	MC	106
<b>I</b>	139 Domestic Violence Accountability Management Program*	10/01/14 - 02/28/15	\$79,495	\$0	\$0	\$0	\$79,495	3.00	R	MC	116

\*Amended from original

### PBO Notes:

R - PBO recommends approval

NR - PBO does not recommend approval

D - PBO recommends item be discussed

County Auditor's Complexity Assessment Measuring Impact to their Office's Resources/Workload

S - Simple

MC - Moderately Complex

C - Complex

EC - Extremely Complex

**FY 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
117	Southwest Travis County Historical Survey	10/01/13 - 09/30/15	\$8,500	\$0	\$7,500	\$1,000	\$17,000	0.00	11/12/2013
119	Underage Drinking Prevention grant	10/01/14 - 09/30/15	\$161,204	\$0	\$35,951	\$55,000	\$252,155	3.00	11/26/2013
137	Bystander Intervention Conference	10/01/13 - 12/31/14	\$37,450	\$0	\$0	\$0	\$37,450	0.00	1/28/2014
145	Juvenile Accountability Block Grant: Local Assessment Center	09/01/14 - 08/31/15	\$47,903	\$5,323	\$0	\$0	\$53,226	0.00	1/28/2014
147	Emergency Management Performance Grant	10/01/13 - 09/30/14	\$69,699	\$69,699	\$0	\$0	\$139,398	0.00	1/28/2014
124	Travis County Veterans' Court	09/01/14 - 08/31/15	\$184,020	\$0	\$0	\$0	\$184,020	2.00	2/11/2014
124	Indigent Defense System Evaluation Project	10/01/14 - 09/30/15	\$122,813	\$0	\$0	\$0	\$122,813	1.00	2/11/2014
145	Streamlining Assessment Practices to Improve Youth Substance Abuse Outcomes	09/01/14 - 08/31/15	\$82,123	\$0	\$0	\$0	\$82,123	0.00	2/18/2014
145	Enhancing Services for Victims of Crime	09/01/14 - 08/31/15	\$66,761	\$16,690	\$0	\$0	\$83,451	1.20	2/18/2014
145	Drug Court & In-Home Family Services	09/01/14 - 08/31/15	\$241,596	\$26,844	\$0	\$0	\$268,440	2.30	2/18/2014
145	Trauma Informed Assessment and Response Program	09/01/14 - 08/31/15	\$110,745	\$0	\$0	\$0	\$110,745	0.50	2/18/2014
142	State Drug Court Training Grant	09/01/14 - 08/31/15	\$197,000	\$0	\$0	\$0	\$197,000	0.00	2/25/2014
145	The Eagle Soars: An Educational and Career Development Program	09/01/14 - 08/31/15	\$75,822	\$0	\$0	\$0	\$75,822	0.00	2/25/2014
142	Drug Diversion Court	09/01/14 - 08/31/15	\$132,586	\$0	\$0	\$0	\$132,586	0.00	2/25/2014
139	Adult Probation DWI Court	09/01/14 - 08/31/15	\$242,175	\$0	\$0	\$0	\$242,175	4.00	2/25/2014
119	Family Violence Accelerated Prosecution Program	09/01/14 - 08/31/15	\$85,874	\$34,217	\$0	\$17,088	\$137,179	2.23	2/25/2014
122	Family Drug Treatment Court	09/01/14 - 08/31/15	\$142,657	\$0	\$0	\$0	\$142,657	0.00	2/25/2014
145	Continuing the Culture of Safety	10/01/14 - 03/30/16	\$17,338	\$17,338	\$0	\$0	\$34,676	0.00	3/4/2014

**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
149	FY 14 Section 6 Nontraditional Grant-Balcones Canyonland Preserve	06/01/14 - 05/31/17	\$2,000,000	\$3,301,450	\$0	\$0	\$5,301,450	0.00	3/4/2014
158	Parenting in Recovery II	09/30/13 - 09/29/14	\$618,816	\$333,209	\$0	\$0	\$952,025	2.00	3/4/2014
139	Travis County Adult Probation Co-occurring Re-Entry Services	10/01/14 - 09/30/16	\$599,941	\$0	\$0	\$0	\$599,941	4.00	3/11/2014
145	Opening Doors to Future Opportunities	10/01/14 - 09/30/15	\$349,376	\$0	\$0	\$0	\$349,376	0.00	3/11/2014
158	National 4-H Council - Exploring Your Environment After-School Grant	08/31/14 - 12/31/14	\$20,000	\$0	\$0	\$0	\$20,000	0.00	3/18/2014
145	Residential Substance Abuse Treatment (RSAT) Program	10/01/14 - 09/30/15	\$188,510	\$62,841	\$0	\$0	\$251,351	2.90	3/25/2014
158	Coming of Age (DADS)	09/06/13 - 03/31/14	\$24,484	\$0	\$0	\$0	\$24,484	0.00	3/25/2014
137	SCATTF - Sheriff's Combined Auto Theft Task Force	09/01/14 - 08/31/15	\$973,494	\$134,925	\$143,986	\$153,522	\$1,405,927	12.00	4/22/2014
137	Maternal Bonding Program	07/01/14 - 12/31/14	\$585	\$0	\$0	\$0	\$585	0.00	4/29/2014
194	Managed Assigned Counsel Program	10/01/14 - 09/30/15	\$717,516	\$175,862	\$0	\$0	\$893,378	0.00	5/6/2014
145	National School Lunch/Breakfast Program and USDA School Commodity Program	07/01/14 - 06/30/15	\$286,053	\$0	\$0	\$0	\$286,053	0.00	5/6/2014
158	AmeriCorps	08/01/14 - 07/31/15	\$295,662	\$519,213	\$0	\$0	\$814,875	31.00	5/6/2014
137	State Criminal Alien Assistance Program - SCAAP 14	07/01/12 - 06/30/13	\$483,085	\$0	\$0	\$0	\$483,085	0.00	5/13/2014
149	Hazard Mitigation Grant Program - DR 4159 Acquisition and Demolition Project (Fast Track)	06/16/14 - 06/16/17	\$3,905,612	\$1,301,871	\$0	\$0	\$5,207,483	0.00	5/13/2014
149	Hazard Mitigation Grant Program - DR 4159 Acquisition and Demolition Project (Regular Track)	06/16/14 - 06/16/17	\$1,934,797	\$644,933	\$0	\$0	\$2,579,730	0.00	5/13/2014
145	TDA Equipment Assistance Grant	09/30/14 - 09/30/15	\$8,528	\$0	\$0	\$0	\$8,528	0.00	6/10/2014
149	Flood Mitigation Assistance (FMA) Buyout Halloween 2013 Flood	08/01/14 - 08/01/17	\$3,323,055	\$1,107,685	\$0	\$0	\$4,430,740	0.00	6/17/2014

3

**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
137	2014 Vision Summit	01/01/14 - 12/31/14	\$41,892	\$0	\$0	\$0	\$41,892	0.00	6/17/2014
135	Accessible Parking Public Awareness Campaign	09/01/14 - 08/31/15	\$150,000	\$50,000	\$0	\$0	\$200,000	0.90	7/1/2014
137	Becoming a Mom	10/01/14 - 09/30/15	\$9,975	\$0	\$0	\$0	\$9,975	0.00	7/8/2014
149	FY 2015-2019 Transportation - FM 2304	07/15/14 - 09/30/24	\$7,917,000	\$1,583,000	\$0	\$0	\$9,500,000	0.00	7/15/2014
149	FY 2015-2019 Transportation - FM 812	07/15/14 - 09/30/24	\$3,083,333	\$616,667	\$0	\$0	\$3,700,000	0.00	7/15/2014
149	FY 2015-2019 Transportation - FM 973	07/15/14 - 09/30/24	\$2,500,000	\$500,000	\$0	\$0	\$3,000,000	0.00	7/15/2014
124	Veterans Commission Grant	01/01/15 - 12/31/15	\$20,000	\$0	\$0	\$0	\$20,000	0.00	7/29/2014
137	SCATTF - Sheriff's Combined Auto Theft Task Force	09/01/14 - 08/31/15	\$647,796	\$132,330	\$137,771	\$124,493	\$1,042,390	11.00	7/29/2014
158	Parenting in Recovery II	09/30/13 - 09/29/15	\$618,816	\$333,209	\$0	\$0	\$952,025	2.00	8/12/2014
158	Retired and Senior Volunteer Program (DADS)	09/01/14 - 08/31/15	\$24,484	\$0	\$0	\$0	\$24,484	0.00	9/2/2014
117	Pfluger House National Register Research Project	03/15/15 - 09/30/16	\$2,500	\$0	\$2,500	\$0	\$5,000	0.00	9/16/2014
117	African-American/Mexican-American Settlement Pattern Survey of Travis County	03/15/15 - 09/30/16	\$7,500	\$0	\$7,500	\$0	\$15,000	0.00	9/16/2014
117	Southwest-west Historical Resource Survey	03/15/15 - 09/30/16	\$7,500	\$0	\$6,500	\$1,000	\$15,000	0.00	9/16/2014
<i>*Amended from original agreement.</i>			\$32,786,576	\$10,967,306	\$341,708	\$352,103	\$44,447,693	82.03	

5

**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.*

Created on 9/25/14 at 5:04 pm

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' 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*	10/01/09 - 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
145	Drug Court and In-Home Family Services	09/01/13 - 08/31/14	\$162,000	\$18,007	\$0	\$0	\$180,007	0.20	10/8/2013
158	Parenting in Recovery II	09/30/13 - 09/29/14	\$481,000	\$259,000	\$0	\$0	\$740,000	2.00	10/8/2013
120	Electronic Transmission of Ballot Portal	09/30/14 - 12/31/18	\$19,950	\$0	\$0	\$0	\$19,950	0.00	10/8/2013
137	Vision Summit	01/01/13 - 10/31/13	\$78,147	\$0	\$0	\$0	\$78,147	0.00	10/8/2013
137	Child Abuse Victim Services Personnel	09/01/13 - 08/31/14	\$23,092	\$0	\$34,639	\$0	\$57,731	1.00	10/15/2013
147	Emergency Management Performance Grant	10/01/12 - 03/31/14	\$69,699	\$69,699	\$0	\$0	\$139,398	0.00	10/15/2013
147	Homeland Security Grant Program, State Homeland Security Program	09/01/13 - 01/31/15	\$9,500	\$0	\$0	\$0	\$9,500	0.00	10/15/2013
147	Homeland Security Grant Program, State Homeland Security Law Enforcement Terrorist Prevention Activities Program	09/01/13 - 01/31/15	\$22,500	\$0	\$0	\$0	\$22,500	0.00	10/15/2013
158	Title IV-E Child Welfare Services	10/01/13 - 09/30/14	\$20,508	\$67,430	\$0	\$0	\$87,938	0.60	10/15/2013
119	Family Violence Accelerated Prosecution Program	09/01/13 - 08/31/14	\$84,957	\$34,053	\$0	\$0	\$119,010	2.23	10/22/2013
122	Family Drug Treatment Court	09/01/13 - 08/31/14	\$137,388	\$0	\$0	\$0	\$137,388	1.00	10/22/2013

5

**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
145	Juvenile Drug Treatment Court-SAMHSA/CSAT	09/30/13 - 09/29/14	\$227,670	\$0	\$0	\$0	\$227,670	0.00	10/22/2013
145	Trauma Informed Assessment and Response program	09/01/13 - 08/31/14	\$154,132	\$0	\$0	\$0	\$154,132	0.50	10/29/2013
145	The Eagle Soars program	09/01/13 - 08/31/14	\$62,886	\$15,722	\$0	\$0	\$78,608	1.12	10/29/2013
145	Enhancing Services for Victims of Crime Program	09/01/13 - 08/31/14	\$104,222	\$0	\$0	\$0	\$104,222	0.00	10/29/2013
124	Indigent Defense System Evaluation Project*	09/01/12 - 08/31/14	\$230,318	\$0	\$0	\$0	\$230,318	1.00	11/5/2013
145	Juvenile Probation Pre-Doctoral Psychology Internship Program	09/01/11 - 08/31/16	\$578,449	\$99,779	\$0	\$0	\$678,228	11.00	11/5/2013
145	Residential Substance Abuse Treatment Program	10/01/13 - 09/30/14	\$142,933	\$47,644	\$0	\$0	\$190,577	1.67	11/19/2013
137	State Criminal Alien Assistance Program	07/11/11 - 06/30/12	\$483,085	\$0	\$0	\$0	\$483,085	0.00	11/26/2013
158	Comprehensive Energy Assistance Program Amendment #2*	01/01/13 - 12/31/13	\$2,898,329	\$0	\$0	\$0	\$2,898,329	6.00	11/26/2013
158	Coming of Age (DADS)	11/15/13 - 03/31/14	\$14,282	\$0	\$0	\$0	\$14,282	0.00	12/3/2013
137	K9s4COPS	11/22/13 - 09/30/14	\$12,000	\$0	\$0	\$0	\$12,000	0.00	12/10/2013
145	Juvenile Probation Pre-Doctoral Psychology Internship Program	07/01/14 - 07/31/15	\$44,000	\$0	\$0	\$0	\$44,000	0.00	12/10/2013
135	Accessible Parking Awareness Campaign	01/01/14 - 06/30/14	\$37,125	\$12,375	\$0	\$0	\$49,500	0.50	12/17/2013
157	NEH Preservation Assistance for Smaller Institutions	02/01/14 - 07/31/15	\$6,000	\$0	\$0	\$0	\$6,000	0.00	12/30/2013
124	Veterans Commission Grant	01/01/14 - 12/31/14	\$20,000	\$0	\$0	\$0	\$20,000	0.00	1/7/2014
158	2013 Phase 31 Emergency Food and Shelter Program	07/01/13 - 05/31/14	\$25,000	\$0	\$0	\$0	\$25,000	0.00	1/7/2014

6

**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.*

Created on 9/25/14 at 5:04 pm									
Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
137	TxDOT Impaired Driving Mobilization	01/13/14 - 09/30/14	\$20,100	\$7,033	\$0	\$0	\$27,133	0.00	1/28/2014
137	Edward Byrne Justice Assistance Grant	11/13/13 - 09/30/16	\$80,260	\$0	\$0	\$0	\$80,260	0.00	1/28/2014
149	Pace Bend Park -Tournament Point Boat Ramp*	09/30/12 - 09/30/15	\$111,075	\$0	\$37,025	\$0	\$148,100	0.00	1/28/2014
145	A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards*	04/01/13 - 09/30/14	\$100,000	\$0	\$0	\$0	\$100,000	0.00	2/25/2014
158	Travis County Family Drug Treatment Court - The Children's Continuum*	10/01/11 - 09/30/14	\$550,000	\$0	\$0	\$183,333	\$733,333	3.05	3/11/2014
124	Formula Grant - Indigent Defense Program	10/01/11 - 09/30/14	\$1,494,376	\$0	\$0	\$0	\$1,494,376	0.00	3/11/2014
155	Prostitution Prevention Program - Planning Grant	01/01/14 - 12/31/14	\$40,000	\$0	\$0	\$0	\$40,000	0.00	3/18/2014
137	2010 Byrne Justice Assistance Grant*	10/01/09 - 09/30/14	\$114,285	\$0	\$0	\$0	\$114,285	0.00	4/1/2014
145	National School Lunch/Breakfast Program*	07/01/13 - 06/30/14	\$307,204	\$0	\$0	\$0	\$307,204	0.00	4/29/2014
158	Coming of Age (CNCS)	04/01/14 - 03/31/15	\$50,495	\$25,070	\$0	\$0	\$75,565	0.69	5/6/2014
158	Comprehensive Energy Assistance Program (CEAP) #58140001819	01/01/14 - 12/31/14	\$2,302,248	\$0	\$0	\$0	\$2,302,248	7.00	5/6/2014
158	Comprehensive Energy Assistance Program (CEAP) #58130001980	04/01/14 - 09/30/14	\$536,639	\$0	\$0	\$0	\$536,639	7.00	5/6/2014
137	Bystander Intervention Conference	10/01/13 - 12/31/14	\$37,450	\$0	\$0	\$0	\$37,450	0.00	5/20/2014
159	Capital Area Trauma Regional Advisory Council	05/01/13 - 06/30/14	\$9,721	\$0	\$0	\$0	\$9,721	0.00	5/20/2014
158	AmeriCorps*	08/01/13 - 07/31/14	\$292,671	\$500,191	\$0	\$0	\$792,862	31.00	5/20/2014
124	Indigent Defense System Evaluation Project*	09/01/12 - 08/31/14	\$230,318	\$0	\$0	\$0	\$230,318	1.00	5/27/2014

7

**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.*

Created on 9/25/14 at 5:04 pm

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
117	Southwest Travis County Historical Survey	05/15/14 - 09/30/15	\$8,500	\$0	\$7,500	\$1,000	\$17,000	0.00	5/27/2014
158	National 4-H Council - Exploring Your Environment After-School Grant	04/01/14 - 12/15/14	\$20,000	\$0	\$0	\$0	\$20,000	3.50	5/27/2014
158	AmeriCorps*	08/01/12 - 07/31/13	\$291,671	\$487,203	\$0	\$0	\$778,874	31.00	5/27/2014
158	Low-Income Home Energy Assistance Act Weatherization Assistance Program (LIHEAP)	01/01/14 - 12/31/14	\$648,914	\$0	\$0	\$0	\$648,914	0.00	6/10/2014
158	U.S. Department of Energy Weatherization Assistance Program (DOE)	02/01/14 - 07/31/14	\$43,287	\$0	\$0	\$0	\$43,287	0.00	6/10/2014
158	U.S. Department of Energy Weatherization Assistance Program (DOE)	09/15/13 - 03/31/15	\$121,806	\$0	\$0	\$0	\$121,806	0.00	6/10/2014
149	Decker Lane Sidewalk CSJ 3277-01-022 CAMPO Transportation Enhancement (TE)	07/08/14 - 09/30/20	\$1,529,977	\$382,495	\$0	\$0	\$1,912,472	0.00	7/8/2014
149	Braker Lane North Design CSJ 0914-04-280 CAMPO Surface Transportation Program - Metropolitan Mobility (STP-MM)	07/15/14 - 09/30/24	\$1,040,000	\$335,790	\$0	\$0	\$1,375,790	0.00	7/15/2014
145	Juvenile Drug Treatment Court - SAMHSA/CSAT*	09/30/13 - 09/29/14	\$227,670	\$0	\$0	\$0	\$227,670	0.00	7/15/2014
145	Juvenile Drug Treatment Court - OJJDP*	10/01/10 - 09/30/14	\$424,979	\$141,667	\$0	\$0	\$566,646	2.50	7/15/2014
158	Coming of Age (CNCS)*	04/01/14 - 03/31/15	\$52,995	\$25,348	\$0	\$0	\$78,343	0.69	7/22/2014
142	Drug Diversion Court*	09/01/12 - 08/31/13	\$132,585	\$0	\$0	\$0	\$132,585	1.00	7/22/2014
194	Managed Assigned Counsel Program	10/01/14 - 09/30/15	\$717,516	\$175,862	\$0	\$0	\$893,378	0.00	7/29/2014
158	Parenting in Recovery II*	09/30/13 - 09/29/14	\$618,816	\$333,209	\$0	\$0	\$952,025	2.00	7/29/2014
145	A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards*	04/01/13 - 03/31/15	\$100,000	\$0	\$0	\$0	\$100,000	0.00	8/12/2014

8

**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.*

Created on 9/25/14 at 5:04 pm

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
140	OVW FY10 Safe Havens: Supervised Visitation and Safe Exchange Grant Program*	10/01/10 - 06/30/15	\$400,000	\$0	\$0	\$0	\$400,000	0.00	8/12/2014
158	Coming of Age (DADS)*	09/06/13 - 08/31/14	\$24,484	\$0	\$0	\$0	\$24,484	0.00	8/12/2014
137	SCATTF - Sheriff's Combined Auto Theft Task Force	09/01/14 - 08/31/15	\$647,796	\$0	\$270,101	\$124,493	\$1,042,390	11.00	8/19/2014
119	Underage Drinking Prevention Program	10/01/14 - 09/30/15	\$171,408	\$0	\$35,951	\$55,000	\$262,359	3.00	8/19/2014
158	AmeriCorps	08/01/14 - 07/31/15	\$295,662	\$519,213	\$0	\$0	\$814,875	31.00	8/19/2014
158	Comprehensive Energy Assistance Program (CEAP)	04/01/14 - 09/30/14	\$691,860	\$0	\$0	\$0	\$691,860	7.00	8/19/2014
158	Low-Income Home Energy Assistance Act Weatherization Assistance Program (LIHEAP)*	01/01/14 - 12/31/14	\$810,134	\$0	\$0	\$0	\$810,134	0.00	8/26/2014
123	Victim Coordinator and Liaison Grant	09/01/14 - 08/31/15	\$42,000	\$0	\$0	\$0	\$42,000	0.00	9/2/2014
112	SAVNS Statewide Automated Victim Notification Service	09/01/14 - 08/31/15	\$31,665	\$0	\$0	\$0	\$31,665	0.00	9/2/2014
158	Title IV-E Child Welfare Services*	10/01/14 - 09/30/15	\$18,235	\$72,594	\$0	\$0	\$90,829	0.60	9/9/2014
123	Title IV-E Legal Administration	10/01/14 - 09/30/15	\$159,537	\$0	\$0	\$0	\$159,537	0.00	9/23/2014
137	FY 2011 Byrne Justice Assistance Grant*	10/01/10 - 09/30/15	\$98,424	\$0	\$0	\$0	\$98,424	0.00	9/23/2014

\*Amended from original agreement.

\$22,558,454    \$3,629,384    \$385,216    \$363,826    \$26,936,880    179.15

9

**FY 2014 Grants Summary Report**  
**Permissions to Continue Approved by Commissioners Court**

*Amount requested for PTC*

Created on 9/25/14 at 5:04 pm

Has the General Fund been Reimbursed?

Dept	Name of Grant	Grant Term per Application	Personnel Cost	Operating Transfer	Total Request	Filled FTEs	PTC Expiration Date	PTC Approval Date	Cm. Ct. PTC	Has the General Fund been Reimbursed?
158	Comprehensive Energy Assistance Program**	01/01/14 - 12/31/14	\$63,805	\$500,000	\$563,805	7.00	3/31/2014	12/10/2013		No
158	Low Income Home Energy Assistance Act Weatherization Assistance Program**	01/01/14 - 03/31/14	\$0	\$200,000	\$200,000	0.00	6/30/2014	4/8/2014		No
158	AmeriCorps	08/01/14 - 07/31/15	\$76,112	\$0	\$76,112	4.00	9/30/2014	6/24/2014		No
142	Drug Diversion Court	09/01/14 - 08/31/15	\$5,279	\$0	\$5,279	1.00	10/31/2014	7/29/2014		No
145	Trauma Informed Assessment and Response Program	09/01/14 - 08/31/15	\$8,930	\$0	\$8,930	0.50	11/30/2014	8/12/2014		No
145	Juvenile Accountability Block Grant (JABG) Local Assessment Center	09/01/14 - 08/31/15	\$15,123	\$0	\$15,123	0.50	11/30/2014	8/12/2014		No
145	Enhancing Services for Victims of Crime	09/01/14 - 08/31/15	\$15,475	\$0	\$15,475	1.00	11/30/2014	8/12/2014		No
145	Community Partners for Children Coordinator	09/01/14 - 08/31/15	\$17,373	\$0	\$17,373	1.00	11/30/2014	8/12/2014		No
139	Travis County Adult Probation DWI Court	09/01/14 - 08/31/15	\$57,505	\$0	\$57,505	4.00	11/30/2014	8/19/2014		No
124	Travis County Veterans Court	09/01/14 - 08/31/15	\$37,308	\$0	\$37,308	2.00	11/30/2014	8/26/2014		No
119	Other Victim Assistance Grant (OVAG)	09/01/13 - 08/31/15	\$7,000	\$0	\$7,000	1.00	10/31/2014	8/26/2014		No
119	Family Violence Accelerated Prosecution Program	09/01/14 - 08/31/15	\$13,160	\$0	\$13,160	1.00	10/31/2014	8/26/2014		No
122	Family Drug Treatment Court	09/01/14 - 08/31/15	\$5,583	\$0	\$5,583	1.00	9/30/2014	8/26/2014		No

10

**FY 2014 Grants Summary Report**  
**Permissions to Continue Approved by Commissioners Court**

Created on 9/25/14 at 5:04 pm

*Amount requested for PTC*

Dept	Name of Grant	Grant Term per Application	Personnel Cost	Operating Transfer	Total Request	Filled FTEs	PTC Expiration Date	PTC Approval Date	Has the General Fund been Reimbursed?
145	Residential Substance Abuse Treatment (RSAT) Program	10/01/14 - 09/30/15	\$16,263	\$0	\$16,263	1.00	12/1/2014	9/9/2014	No
124	Indigent Defense System Evaluation Project	10/01/14 - 09/30/15	\$28,008	\$0	\$28,008	1.00	12/31/2014	9/23/2014	No
<b>Totals</b>			<b>\$1,064,737</b>	<b>\$707,300</b>	<b>\$1,772,037</b>	<b>148.17</b>			

**\*\*This request will temporarily use General Fund resources for grant program related operating expenses. Expenses will be made in the General Fund and reclassified against the grant once funds are available.**



# TRAVIS COUNTY FY 14 GRANT SUMMARY SHEET

Contract #: 1553452

SAP #:

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:	Travis County Attorney's Office (TCAO)/Family Violence Division	
Contact Person/Title:	Erin Martinson, Chief, Protective Order Division, TCAO	
Phone Number:	(512) 854-9594 (direct) (512) 854-9415 (main)	

Grant Title:	Other Victim Assistance Grant (OVAG)		
Grant Period:	From: September 1, 2014	To:	August 31, 2015
Fund Source:	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Office of the Attorney General (OAG), Crime Victim Services 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:	\$ 42,000.00	\$ 0.00	\$ 14,893.00	\$ 0.00	\$ 56,893.00
Operating:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Capital Equipment:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Indirect Costs:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Totals:	\$ 42,000.00	\$ 0.00	\$ 14,893.00	\$ 0.00	\$ 56,893.00
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
	\$ 0.00	\$ 0.00	\$ 0.00	0.00	
	\$ 0.00	\$ 0.00	\$ 0.00	0.00	

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

Performance Measures					
#	Measure	Actual FY 12 Measure	Actual FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+	-	Applicable Departmental Measures			
1.	Number of victims served by OVAG Funded Victim Counselor	635	590	693	600
2.	Number of victims given victim advocacy	188	186	90	150
3.	Number of victims assisted with Crime Victim's Compensation	192	136	79	100
+	-	Measures for the Grant			
1.	Number of victims provided with information and referrals by OVAG funded Victim Counselor	635	590	693	600
Outcome Impact Description					
2.	Number of volunteers in Family Violence Division	5	4	4	4
Outcome Impact Description					
3.	Number of victims assisted with VINE by OVAG funded victim counselor	92	60	32	60
Outcome Impact Description					

**PBO Recommendation:**

PBO concurs with acceptance of this continuation grant that has been awarded for the past five years. The County Attorney's Office will internally fund the \$14,893 of fringe benefit costs that exceed the grant award of \$42,000 for this position.

**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 OVAG grant has been funded without interruption since 2009. The primary function of this victim counselor position is to outreach to victims of criminal cases in a timely manner as well as provide assistance to walk-in clients applying for a protective order. This grant provides our office with a victim counselor who is skilled, educated, and trained to work with victims of family violence. This position is able to assess a victim's needs and provide much needed support, counseling, and referrals during a time when the victim may feel extremely vulnerable and scared. This funding allows victims to have earlier access to safety planning, and education/information about the dynamics around domestic violence as well as how the criminal justice system works. This position enhances the already existing victim services program at the TCAO and for the last four years, has proven to be an extremely important addition to the Family Violence Division.

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

This OVAG grant is available for a 2 year time period. If our office preforms adequately, we are eligible to reapply for an additional two years in the future. We are required to provide an office space, desk, telephone, and supplies for the grant funded employee. The Victim Counselor who is currently in this position is using a computer that was paid for with funds from the OVAG grant from 2009.

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

The OAG allows each applicant to apply for a maximum award of \$42,000 per year, totalling an award of \$84,000 for both Fiscal Year (FY) 2014 and FY 2015.

In FY 2014, the grant funds covered 100% of the salary and approximately 23% of the fringe costs (\$3,865.28), leaving the County to match approximately \$13,236 from the general fund.

For FY 2015, the grant funds would continue to cover 100% of the salary (\$39,279) and approximately 16% of the fringe costs (\$2,721.24), leaving the County to match approximately \$14,893 from the general fund.

We feel that this position is an extremely vital part of our division, as the number of family violence victims in Travis County continues to rise each year. Our Family Violence Division also believes that there is a significant importance in being able to outreach to victims early in criminal cases. Early outreach increases victim safety and victim prosecution cooperation, and it also allows our counselors to offer resources and referrals to the victims, a key component in victim restoration. Early outreach also allows our prosecutors to develop a strategy on their cases early on and get the victim's input before the offender has a chance to convince the victim to recant or to drop charges.

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

No, there is no indirect cost allocation with this grant.

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.

TCAO is committed to meeting the needs and enhancing services to victims of family violence crimes. That being said, should we lose funding for this position, we would request that the County Commissioner's Court grant a request to fund this position internally. Given today's economic climate, we have no way to know if that request is possible. Should we lose this grant funding, we would continue to rely on the current victim counselors in this division, as well as the University of Texas School of Social Work interns that we have during the Fall and Spring semesters.

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

N/A

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

It continues to be our goal to make initial phone contact with victims of criminal Family Violence cases within 30 days of the filing. Since these victims are considered 'high-risk,' we believe that early intervention is extremely important for victim safety. Not only that, reaching out to victims is critical in order to help them feel less overwhelmed by the system and hopefully, more empowered and trusting of the criminal justice system. We want to provide safety planning to victims at a time when it may be needed most. Victims of family violence need early opportunities to give their victim input to us, as well as know what their rights are.

Given that our office is early in the process of converting to paperless files, a transitional period is predicted as we determine the best method to ensure that timely outreach is occurring in the future.

Victims are also encouraged to come in to our office to apply for a two year protective order as well. Especially on days when there are no social work interns to assist with clients, this grant funded position has proven to be extremely important to help with the significant amount of people wanting to be screened for a protective order every day. This grant position provides essential support to victims in Travis County.

15

**DAVID ESCAMILLA**  
COUNTY ATTORNEY



**COUNTY ATTORNEY'S OFFICE**  
314 W. 11<sup>TH</sup> ST.  
SUITE 300  
AUSTIN, TEXAS 78701  
Phone: (512) 854-9415  
Fax: (512) 854-9316

**Victoria Ramirez – PBO Analyst**  
**David Escamilla, TCAO**  
**Mack Martinez, TCAO**  
**Chantelle Abruzzo, TCAO**  
**Jessie Mars, Auditor's Office**  
**Dede Bell, Auditor's Office**

**TO: Alan Miller, PBO**  
**FROM: Erin Martinson, Chief, Protective Orders, TCAO**  
**DATE: September 15, 2014**  
**RE: FY 2015, Other Victim Assistance Grant (OVAG) Grant Contract #1553452**

Dear Victoria Ramirez,

The Travis County Attorney's Office (TCAO) has received a grant contract from the Office of the Attorney General (OAG), Crime Victims Services Division's *Other Victim Assistance Grant* (OVAG) for the time period of 9/1/2014 – 8/31/2015. The funding from the grant will provide TCAO with 1 FTE Victim Counselor for the Family Violence Division.

The grant award amount is \$42,000 for FY 2015. This positions' salary is \$39,279 with an estimated \$17,614 needed to cover the cost of fringe. Our office is requesting that the county match \$14,893 to cover the remaining costs of fringe for this position.

TCAO is requesting that the Commissioner's Court approve the grant award.

It is important that this issue get on the Commissioners Court agenda for September 30th, as a signed copy of the grant award must be scanned and emailed to the OAG as soon as possible.

Attached for your review are the following documents:

- 1) Grant Summary Sheet
- 2) Grant Contract

Should you have any questions regarding this grant, please contact me.

Sincerely,

*Erin Martinson*

Erin Martinson  
Chief, Protective Orders  
Office: 512-854-9594, Fax: 512-854-9570  
Travis County Attorney's Office Family Violence Division

**GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND  
TRAVIS COUNTY ACTING THROUGH  
THE TRAVIS COUNTY ATTORNEY'S OFFICE**

**OAG Contract No. 1553452**

This contract is executed between the Office of the Attorney General (OAG) and Travis County Acting Through The Travis County Attorney's Office (GRANTEE) for certain grant funds. The Office of the Attorney General and Travis County Attorney's Office may be referred to in this contract individually as "Party" or collectively as "Parties."

**SECTION 1. PURPOSE OF THE CONTRACT**

The purpose of the Other Victim Assistance Grant (OVAG) program is to accomplish the general public purpose of addressing the unmet needs of crime victims by maintaining or increasing their access to quality services. It is intended that the grants will be awarded through a competitive selection and allocation process. The purpose of this contract is to provide reasonable contractual controls to ensure that the public purposes of the grant are achieved. In general, and subject to the terms, conditions, and limitations of each specific contract with each grantee, OVAG contracts awarded may be used for victim-related services or assistance for the following purposes:

- a. To provide direct services to crime victims including, but not limited to, counseling, crisis intervention, assistance with Crime Victims' Compensation, assistance with Texas VINE, legal assistance, victim advocacy, and information and referral;
- b. To provide outreach or community education to help identify crime victims who might not otherwise be reached and provide or refer them to needed services;
- c. To connect crime victims to services for the purpose of supporting or assisting in their recovery;
- d. To train professionals and volunteers to improve their ability to inform crime victims of their rights, to assist crime victims in their recovery, or to establish a continuum of care for crime victims; or
- e. To provide other support for crime victims, related to services or assistance in aid of the recovery of the victim as determined by the OAG.

**SECTION 2. TERM OF THE CONTRACT**

This contract shall begin on September 1, 2014 and shall terminate August 31, 2015, unless it is terminated earlier in accordance with another provision of this contract.

### **SECTION 3. GRANTEE'S CONTRACTUAL SERVICES**

**3.1 GRANTEE's Compliance with Grant Application Kit.** GRANTEE will comply with the terms and conditions as set forth and required in the OVAG/VCLG FY 2014-2015 Grant Application Kit ("Application Kit") if not supplemented, amended or adjusted by the OAG, as acknowledged by GRANTEE.

**3.2 Establishment of Final Project Budget, Targets, Outputs, Outcomes, and Special Conditions.** The OAG, at its sole discretion, establishes the initial Budget for this grant project, as reflected on the attached Exhibit A. If any adjustments were made by the OAG to GRANTEE's budget, those adjustments will be reflected on the attached Exhibit A. The final Narrative, as submitted by GRANTEE, is attached as Exhibit B. If any Special Conditions were imposed by the OAG, those provisions will be reflected on the attached Exhibit C.

The OAG, at its sole discretion, will establish the final project targets, outputs, and outcomes. In addition, the OAG, at its sole discretion, may adjust GRANTEE's budget, targets, outputs, outcomes, and/or any other items as deemed appropriate by the OAG, at any time, during the term of this contract.

### **SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS**

#### **4.1 General Matters**

**4.1.1 Required Reports; Form of Reports; Filings with the OAG.** GRANTEE shall forward to the OAG the applicable reports on forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

**4.1.2 Cooperation; Additional Information.** GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

**4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact.** GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to the contract. To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with authority. To change Grant Contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by the Authorized Official.

**4.1.4 Standards for Financial and Programmatic Management.** GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures.

Such fiscal and programmatic management shall include accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems, which include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

**4.1.5. Security and Confidentiality of Records.** GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

## **4.2 Programmatic Reports**

**4.2.1 Quarterly Statistical (Performance) Reports.** GRANTEE shall forward to the OAG quarterly statistical reports no later than the 30th day of each month following the end of the quarter. The four quarters end on the last day of the month of November, February, May and August. Accordingly, quarterly statistical reports, for each quarter, are due on or before December 30, 2014, March 30, 2015, June 30, 2015, and continuing until the last quarterly statistical report which is due on or before September 30, 2015.

**Contents of Quarterly Statistical Reports.** The quarterly statistical reports shall contain, at a minimum, information on the following statistical measures:

- a. Targets as established by the OAG;
- b. Outputs and Outcomes as established by the OAG; and
- c. Program Impact Narratives.

**4.2.2 Written Explanation of Variance.** GRANTEE is required to provide a written explanation to the OAG for any variances on the quarterly statistical report for any year-to-date performance by GRANTEE that varies from projected performance. In addition to the written explanation,

GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

**4.2.3 Other Program Reports.** GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

#### **4.3 Financial Matters**

**4.3.1 Grant Budget.** With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget as established in this contract.

**4.3.2 Monthly Request for Reimbursement and Financial Status Report.** Grant funds are paid on a cost reimbursement basis. GRANTEE will submit, each month, a monthly request for reimbursement for the actual and allowable allocable costs incurred by GRANTEE for project costs to provide services under this contract. The payments made to GRANTEE shall not exceed its actual and allowable allocable costs to provide the services under this contract.

The request for reimbursement will be submitted to the OAG in the form and manner as approved by the OAG and will specify the detailed and total expenses for the month, in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses. The request for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

A request for reimbursement and financial status report are required each month, whether GRANTEE has paid expenses, or is seeking reimbursement.

**4.3.3 Fiscal Year End Required Reports.** On or before October 15, 2015, GRANTEE will submit fiscal year end required reports.

- a. Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses.

20

- b. Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

**4.3.4 Annual Independent Financial Audit Report.** Unless otherwise noted on Exhibit C (Special Conditions), GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit. The timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. Unless, otherwise noted on Exhibit C (Special Conditions), GRANTEE will contract with an independent CPA firm to perform an annual financial audit engagement. If applicable, GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of OMB Circular A-133 (audits of State, Local Government, and Non-Profit Organizations) and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

**4.3.5 Timing of Submission of Request for Reimbursement to the OAG; Close-Out Invoice.** GRANTEE is responsible for submitting bills in an accurate and timely manner. Grantee shall make every reasonable effort to submit monthly billings to the OAG, which cover the previous month's expenses, so that they are received by the OAG on or before the twentieth (20<sup>th</sup>) day of each month, or if the 20<sup>th</sup> falls on a weekend or holiday, the next business day. The OAG will make all reasonable efforts to promptly process and make payments on properly completed billings. GRANTEE may submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

**4.3.6 Reimbursement of Actual and Allowable Costs.** The OAG shall only reimburse costs incurred and paid by GRANTEE during the term of this contract. The OAG shall only reimburse GRANTEE for employee costs that are directly related to performing the responsibilities of this contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination of this contract.

**4.3.7 Refunds and Deductions.** If the OAG determines that GRANTEE has been overpaid grant funds under this contract, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, GRANTEE shall refund that amount of the OAG reimbursement identified by the OAG as an overpayment. The OAG may offset and deduct the amount of the overpayment from any amount owed to GRANTEE, as a reimbursement, but not yet paid by the OAG to GRANTEE. The OAG may choose to require a payment directly from GRANTEE rather than offset and deduct a specified amount. GRANTEE shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

**4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination.** GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this

contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request, however, as between the OAG and Grantee title for equipment will remain with Grantee.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with grant funds under this contract so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this contract, it shall use the proceeds to repair or replace said equipment.

**4.3.9 Direct Deposit.** GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

## **SECTION 5. OBLIGATIONS OF OAG**

**5.1 Monitoring.** The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

**5.2 Maximum Liability of OAG.** The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract.

**5.3 Reimbursement of Grantee Expenses.** The OAG shall be obligated to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this contract. The OAG is not obligated to pay unauthorized costs. Prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

**5.4 Contract Not Entitlement or Right.** Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this contract is first executed. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this contract.

**5.5 Funding Limitation.** GRANTEE agrees that funding for this contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE

agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this contract. **GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program, are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.**

## **SECTION 6. TERMINATION**

**6.1 Termination for Convenience.** Either Party may, at its sole discretion, terminate this contract, without recourse, liability or penalty, upon thirty (30) calendar days notice to the other party.

**6.2 Termination for Cause.** In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

**6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions.** Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4, 5, 7, 11 and 12.

## **SECTION 7. AUDIT RIGHTS; RECORDS RETENTION**

**7.1 Duty to Maintain Records.** GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

**7.2 Records Retention.** GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not limited to any daily

activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

**7.3 Audit Trails.** GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

**7.4 Access and Audit.** At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this contract or through a subcontract under this contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days advance notice of any such examination or audit.

**7.5 State Auditor.** In addition to and without limitation on the other audit provisions of this contract, pursuant to Section 2262.003 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by GRANTEE or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this contract.

**7.6 Location.** Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business

hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this contract.

## **SECTION 8. SUBMISSION OF INFORMATION TO THE OAG**

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

**8.1 Programmatic Reports, Notices and Information (excluding Financial Reports).** All quarterly statistical reports, annual performance reports, correspondence, and any other reports, notices or information, except financial reports specified below, must be submitted via email to:

OAG-Grants@texasattorneygeneral.gov

If requested or approved by the OAG, other programmatic reports may be submitted to:

Program Manager – Grants Administration Division  
Office of the Attorney General  
Mail Code 005  
Post Office Box 12548  
Austin, Texas 78711-2548

**8.2 Financial Reports (excluding Programmatic Reports, Notices and Information).** All financial status reports, requests for reimbursement, audits, and inventory reports, must be submitted in hard copy format to:

Financial Manager – Grants Administration Division  
Office of the Attorney General  
Mail Code 005  
Post Office Box 12548  
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@texasattorneygeneral.gov

25

## **SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS**

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

**9.1 Corrective Action Plans.** If the OAG finds deficiencies in GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase monitoring visits; require that additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

**9.2 Financial Hold.** Failure to comply with submission deadlines for required reports, invoices, or other requested information may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

**9.3 Sanctions.** In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this contract and/or any other appropriate sanction.

**9.4 No Waiver.** Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

## **SECTION 10. GENERAL TERMS AND CONDITIONS**

**10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs and Other Relevant Authorities.** GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of GRANTEE under this contract.

**10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances.** GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as Texas Government Code, Chapter 783, and the Uniform

24

Grant Management Standards (UGMS). Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable OMB circulars, return of grant funds in the event of loss or misuse, and conflict of interest

**10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles.** GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE and Grantee shall follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this contract.

**10.4 Conflicts of Interest; Disclosure of Conflicts.** GRANTEE has not given, or offered to give, nor does Grantee intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this contract.

**10.5 Compliance with Regulatory and Licensing Bodies.** GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, the Texas Comptroller of Public Accounts and related federal governmental bodies related to GRANTEE's right to conduct its business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.

## **SECTION 11. SPECIAL TERMS AND CONDITIONS**

**11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement.** GRANTEE expressly agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of

GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of the OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE or GRANTEE's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

**GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties. To the extent allowed by law, GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of actions or performance of GRANTEE OR GRANTEE's contractors under this contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this contract.**

**11.2 Publicity.** GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

**11.3 Intellectual Property.** GRANTEE understands and agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate at its sole discretion, any component of such intellectual property made the subject of this contract.

**11.4 Program Income.** Gross income directly generated from the grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report

this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

**11.5 No Supplanting.** GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

**11.6 No Solicitation or Receipt of Funds on Behalf of OAG.** It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

**11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG.** GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment. In the event the OAG approves subcontracting or assignment by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this contract to the extent compliance is needed to support GRANTEE's compliance with this contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s).

**11.8 No Grants to Certain Organizations.** GRANTEE confirms by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

**11.9 No Waiver of Sovereign Immunity.** The Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

**11.10 Governing Law; Venue.** This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action or

proceeding is brought in an inconvenient forum; and/or the venue is improper.

**11.11 Limitation on Civil Legal Services Providers.** If GRANTEE is a provider of civil legal services to victims of crime, and if the purpose of the grant funds is to provide legal services to victims of crime, GRANTEE shall comply with the following:

**11.11.1 Services to Indigent Clients.** GRANTEE shall provide victim-related civil legal services directly to indigent victims, indigent immediate family members of indigent victims, or indigent claimants. "Indigent" means an individual who earns not more than 187 ½% of the federal poverty guidelines published by the United States Department of Health and Human Services. Victims, immediate family members of victims and claimants are defined in Article 56.32 of the Texas Code of Criminal Procedure.

**11.11.2 Eligibility Screening.** GRANTEE shall conduct eligibility screening for each individual seeking victim-related civil legal services. GRANTEE agrees to use the intake screening form supplied by the OAG. A copy of all intake screening forms shall be maintained by GRANTEE in a central location and shall be made available to the OAG or any party the OAG determines should have access to these documents at any reasonable time.

**11.11.3 No Cases Resulting in Fees.** Grant funds to organizations to provide legal services to the victims of crime, immediate family members or claimants in civil matters shall not be used for any case or matter that, if undertaken on behalf of an indigent person by an attorney in private practice, might reasonably be expected to result in payment of a fee for legal services from an award to a client from public funds, or from the opposing party.

The above provisions may not be applicable in any case where GRANTEE determines in good faith that the indigent person seeking legal assistance has made reasonable efforts to obtain the services of an attorney in private practice for the particular matter (including contacting attorneys in private practice in the county of residence of the indigent person who normally accept cases of a similar nature), and has been unable to obtain such services because the potential fee is inadequate, is likely to be uncollectible, would substantially consume any recovery by the client, or because of any other reason which the organization, acting in good faith, believes prevents the client from obtaining the services of a private attorney.

**11.11.4 Other Restrictions.** Grant funds shall not be used to directly fund class action suits, lawsuits against governmental entities, or lobbying for or against any candidate or issue. Grant funds shall not be used to sue or otherwise support a cause of action, claim, or defense against the State of Texas or the Office of the Attorney General, except as specifically provided below.

Grant funds may be used to support a lawsuit brought by an individual, solely on behalf of the individual or the individual's dependent or ward, to compel a governmental entity to provide benefits that the individual or the individual's dependent or ward is expressly eligible to receive, by statute or regulation, including social security benefits, temporary assistance to needy families, financial assistance under Chapter 31, Texas Human Resources Code, food stamps, special

education for persons with disabilities, Medicare, Medicaid, subsidized or public housing, and other economic, shelter or medical benefits provided by a government entity directly to an indigent individual, but not to support a claim for actual or punitive damages.

Grant funds shall not be used to support any legal action seeking to establish, obtain or appeal Compensation for Crime Victims payments as administered by the Office of the Attorney General.

**11.11.5 Cooperation and Collaboration.** GRANTEE will cooperate and collaborate in their service areas with (a) all other organizations providing civil legal services to the indigent, (b) the local organized bar, (c) relevant social and human service organizations, (d) relevant governmental agencies, and (e) other organizations that specifically provide victim related services.

**11.11.6 Professional Conduct.** In accepting and pursuing matters for clients, GRANTEE shall adhere to the Texas Disciplinary Rules of Professional Conduct and the Texas Rules of Disciplinary Procedure and any other code or rules of professional responsibility adopted by this state for attorneys. GRANTEE should exercise reasonable prudent judgment and consider all relevant factors, including the legal merits and the economic and practical value of the matter.

**11.11.7 Retainer Agreements and Private Referrals.** Except for matters involving limited advice and brief services (e.g. clinics, hotlines, and similar services), GRANTEE shall execute a written retainer agreement, or letter of engagement, containing appropriate provisions for withdrawal of representation, with each client who receives legal services from GRANTEE. For cases that are referred by GRANTEE to a private attorney, GRANTEE shall make available to the accepting attorney a standard form retainer agreement which may be modified based on the agreement between the attorney and client.

The OAG, at its sole discretion, may further limit, authorize or define the scope of permitted legal services offered by the GRANTEE.

## **SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS**

**12.1 Construction of Contract.** The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

**12.2 Entire Agreement, including All Exhibits.** This contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

**12.3 Amendment.** This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

**12.4 Partial Invalidity.** If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

**12.5 Non-waiver.** The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

**12.6 Official Capacity.** The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

**OFFICE OF THE ATTORNEY  
GENERAL**

**TRAVIS COUNTY ACTING  
THROUGH THE TRAVIS COUNTY  
ATTORNEY'S OFFICE**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Office of the Attorney General

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
County Judge, Authorized Official

32

**GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND  
TRAVIS COUNTY ACTING THROUGH  
THE TRAVIS COUNTY ATTORNEY'S OFFICE**

**OAG Contract No. 1553452**

**EXHIBIT A**

**Maximum Liability of the OAG.** The OAG and GRANTEE agree the total liability of the OAG to GRANTEE, directly or indirectly, arising out of this contract and for reimbursement of all expenses, shall not exceed the following:

**FORTY-TWO THOUSAND AND 00/100 DOLLARS (\$42,000.00).**

**Budget.** Subject to the limitations within this contract, the OAG will reimburse GRANTEE for actual allowable and allocable costs paid according to the following amounts and budget categories:

<b>Budget Category</b>	<b>State Fiscal Year 2015</b>
Personnel	\$39,279
Fringe Benefits	\$2,721
Professional & Consultant Services	\$0
Travel	\$0
Equipment	\$0
Supplies	\$0
Other Direct Operating Expenses	\$0
<b>Total</b>	<b>\$42,000</b>

33

**GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND  
TRAVIS COUNTY ACTING THROUGH  
THE TRAVIS COUNTY ATTORNEY'S OFFICE**

**OAG Contract No. 1553452**

**EXHIBIT B**

**GRANT NARRATIVE**

**UNLESS OTHERWISE LIMITED, DEEMED INAPPROPRIATE BY SPECIAL CONDITIONS OR ALTERED BY APPROVED BUDGET ADJUSTMENTS/BUDGET MODIFICATIONS,** the following narrative provided by GRANTEE in its grant application applies to this contract:

If our office is awarded OVAG grant funding to implement this project for another two years, we will work with the Travis County Commissioner's Court to accept the award. After the grant has officially been accepted and approved, our office may keep the current grant funded counselor in this position. Or, our division director may decide to switch the current employee into a different, countypaid position and then hire externally for this grant. If that transition does occur, it is our office's goal to maintain consistency and make the transition as smooth as possible. If we do hire another applicant for this position, then they would undergo a two to three month orientation period. This would consist of observing and shadowing other victim counselors, reading a new employee manual, observing court hearings, and becoming familiar with daily responsibilities and tasks. This position would train both in our County Court #4 outreach, as well as our Protective Order division. Over the next two years, this position will focus on outreach to victims of criminal cases in order to provide advocacy, offer guidance, and get their victim input. This position would also assist with walk-in protective order applicants as they screen the applicants, complete necessary paperwork, and offer appropriate referrals. The Victim Counselor position will spend an average of 50% of their time on outreaching to victims of family violence cases over the phone. Because our office has recently gone "paperless", we believe that this process will get easier and it will allow our office to begin to reach out to victims within a month's time. This Victim Counselor position will also work with applicants who are applying for protective orders in our office. This will include face-to-face contact while the counselor screens an applicant to see if they qualify for an order, based on how the law defines it. Some cases may need follow-up after the initial contact is made, while other cases may not. This position will offer resources and referrals, guidance on the legal process, as well as ongoing support.

34

When this victim counselor isn't conducting outreach to victims or working with protective order applicants, the remainder of their time will be devoted to other necessary work: documentation, staff meetings, trainings, and victim/witness phone rotation. This position will work Monday through Friday, 8:00 a.m. to 5:00 p.m, with a one-hour lunch break each day. Our office will supply an office space, supplies, chair and phone. This position will continue to use the computer that this grant purchased for our office in 2009. This position will also complete an activity log every 2 weeks. This activity log will be verified by the Director of the Family Violence before it is submitted to the Auditor's Office. This activity log provides a breakdown by hour of how the grant funded personnel spent their time each day. This activity log will also assist in showing how that position is working towards achieving the goals outlined in this grant.

**GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND  
TRAVIS COUNTY ACTING THROUGH  
THE TRAVIS COUNTY ATTORNEY'S OFFICE**

**OAG Contract No. 1553452**

**EXHIBIT C**

**SPECIAL CONDITIONS**

Special Conditions are imposed by the OAG, at its sole discretion. In addition to the ones identified in this exhibit to this contract, the OAG may, at its sole discretion, impose additional special conditions, with or without notice, without amending this contract.

The OAG is placing GRANTEE on immediate financial hold, without further notice, until all Special Conditions, if any, listed in this Exhibit are met.

The following Special Conditions apply to this contract:

- NONE



Created on 9/25/14 at 5:04 pm

# TRAVIS COUNTY FY 14 GRANT SUMMARY SHEET

Contract #:   
SAP #:

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 type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Emergency Services/Emergency Management	
Contact Person/Title:	Pete Baldwin/Emergency Management Coordinator	
Phone Number:	512-974-0472	

Grant Title:	Emergency Management Performance Grant		
Grant Period:	From: <input type="text" value="October 1, 2013"/>	To: <input type="text" value="March 31, 2015"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:			
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:	Department of Homeland Security/Federal Emergency Management Agency		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 68,663	\$ 68,663	\$ 0	\$ 0	\$ 137,326
Operating:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 68,663	\$ 68,663	\$ 0	\$ 0	\$ 137,326
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"/>	JM	
County Attorney	<input checked="" type="checkbox"/>	BW	

Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+ - Applicable Departmental Measures					
1.	Assist Cities/Agencies with Planning	30	30	35	35
2.	EM Training Provided/Taken	12	12	15	16
3.	Drills/Activations	8	8	10	11
+ - Measures for the Grant					
1.					
Outcome Impact Description					
2.					
Outcome Impact Description					
3.					
Outcome Impact Description					

**PBO Recommendation:**

Travis County has received this grant for several years to support the activities of the Office of Emergency Management.

The match requirements for this grant are met through existing staff, no new match is required and there is no obligation to continue the grant if approved. PBO recommends approval.

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

The Emergency Management Performance Grant (EMPG) has been received by Travis County OEM for the past sixteen years. The purpose of the grant is to help pay for emergency management activities. The Travis County OEM has maintained State and Federal requirements to keep the program in compliance. The work plan that is associated with the EMPG incorporates what is being done at this time. The EMPG enhances the existing Travis County OEM program. In previous years Travis County OEM received the amounts between \$58,000 and \$78,000. The FY14 allocation was based on the federal program funding availability and Travis County received \$68,662.75

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

There are no long term funding requirements

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

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

38

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

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

5. County Commitment to the Program Upon 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 Travis County OEM is funded under normal budget procedures and would not be discontinued with the loss of the EMPG.

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

The EMPG is an enhancement of an existing program.

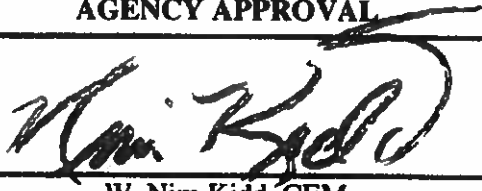
7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

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

**TEXAS DEPARTMENT OF PUBLIC SAFETY  
TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM)**

<b>NOTICE OF SUBRECIPIENT GRANT AWARD</b>	
<b>Program Title:</b> FY 2014 Emergency Management Performance Grant (EMPG)	
<b>DHS Instrument Number:</b> 2014-EP-00011	
<b>GDEM Grant Number:</b> 14TX-EMPG-1403	
<b>Administered By:</b>	Texas Division of Emergency Management Texas Department of Public Safety P.O. Box 4087 Austin, Texas 78773-0220
<b>Recipient:</b>	Travis County P.O. Box 1748 Austin, TX 78767-1748
<b>Amount of Grant:</b> \$68,662.75	
<b>Period of Grant:</b> October 1, 2013 to March 31, 2015	

The period of grant reflects a six (6) month PROGRAMMATIC extension to complete and close out your FY 14 EMPG grant year. Signing Acceptance of this document means that you accept and will comply with all requirements listed in the attached FY 2014 Terms and Conditions.

<b>AGENCY APPROVAL</b>	<b>GRANT ACCEPTANCE</b>
 W. Nim Kidd, CEM Assistant Director Texas Department of Public Safety Chief Texas Division of Emergency Management	Original Signature Required  Printed Name/Title:
Date: 9/4/14	Date:

**Return Signed Copy of This Page within 45 days to:**  
Texas Department of Public Safety  
Texas Division of Emergency Management  
Attention: Heather Baxter, Office of Management and Budget  
P.O. Box 4087  
OMB MSC 0229  
Austin, TX 78773-0220

48

# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0087

512/424-2000

[www.dps.texas.gov](http://www.dps.texas.gov)

14 SEP -8 PM 12:31



STEVEN C. McCRAW  
DIRECTOR  
DAVID G. BAKER  
ROBERT J. BODISCH, SR.  
DEPUTY DIRECTORS



COMMISSION  
A. CYNTHIA LEON, CHAIR  
MANNY FLORES  
FAITH JOHNSON  
STEVEN P. MACH  
RANDY WATSON

September 4, 2014

The Honorable Samuel T. Biscoe  
Travis County Judge  
P.O. Box 1748  
Austin, TX 78767-1748

Dear Judge Biscoe:

This letter is to advise you that your application to participate in the Emergency Management Performance Grant (EMPG) Program during Fiscal Year 2014 (FY 14) has been approved.

The enclosed "Notice of Sub-recipient Grant Award" specifies the federal EMPG Program funding that will be provided to your jurisdiction during FY 14. This document must be signed by the "Authorized Official" indicated on the "Designation of EMPG Grant Officials" form (TDEM-17B) submitted in your original application. The signed "Notice of Sub-recipient Grant Award" must be returned to the Texas Division of Emergency Management (TDEM) within 45 days of the date of this letter. Failure to return documentation to TDEM within 45 days may result in redistribution of award funds to another jurisdiction.

Participation in the EMPG Program requires adherence to all tasks outlined in the **2014 Local Emergency Management Performance Grant (EMPG) Guide** located online at: <http://www.txdps.state.tx.us/dem/CouncilsCommittees/EMPG/empgGuide.pdf>. The 2014 Terms and Conditions are also enclosed for your review.

Of these tasks, there are three reports (financial, metrics, and progress reports) that must be submitted throughout the grant year. Due dates are outlined in the "Report Due Dates" enclosure.

If your jurisdiction does not wish to participate in the FY 14 EMPG Program, please submit a letter from your authorized official requesting termination of participation.

If you have any questions, please contact the EMPG Grant Coordinator (Lisa Resendez at [Lisa.Resendez@dps.texas.gov](mailto:Lisa.Resendez@dps.texas.gov) or 512-424-7511/512-574-1473) or your district coordinator.

Respectfully,

W. Nim Kidd, CEM®, TEM®  
Chief

Texas Division of Emergency Management  
Assistant Director  
Texas Homeland Security  
Texas Department of Public Safety

41



## Emergency Management Performance Grant

### Report Due Dates

#### (Progress, Financial, and Metrics Reports)

Emergency Management Performance Grant (EMPG) participants must submit three types of reports on an annual basis: progress reports, financial reports, and metrics reports. These reports are in addition to the requirements outlined in the 2014 Local EMPG Guide. Due dates for each report are listed below.

Progress Report Due Dates	
1 <sup>st</sup> Yearly Report	April 15, 2014
2 <sup>nd</sup> Yearly Report	October 15, 2014

Submit progress reports to Heather Baxter at [Heather.Baxter@dps.texas.gov](mailto:Heather.Baxter@dps.texas.gov)

Financial and Metrics Report Due Dates	
1 <sup>st</sup> Quarter	January 31, 2014
2 <sup>nd</sup> Quarter	April 30, 2014
3 <sup>rd</sup> Quarter	July 31, 2014
4 <sup>th</sup> Quarter	October 31, 2014

Submit financial reports to Doris Grisham at [Doris.Grisham@dps.texas.gov](mailto:Doris.Grisham@dps.texas.gov).

Submit progress reports and metrics reports to Heather Baxter at [Heather.Baxter@dps.texas.gov](mailto:Heather.Baxter@dps.texas.gov).

*Please note: Failure to submit reports by the stated deadlines may result in a reduction of funding.*

42

## **2014 Emergency Management Performance Grant (EMPG) Terms and Conditions**

- 1. Purpose:** The FY 2014 priority for this program is to advance "Whole Community" security and emergency management. Grant funds will be used to support local comprehensive emergency management programs to encourage improvement of mitigation, preparedness, response, and recovery capabilities for all hazards. Funding may be used to support activities that contribute to the capability to manage consequences from acts of terrorism. Funds provided may also be used to accomplish initiatives described in the Federal Program Guidelines, including local implementation of the National Incident Management System (NIMS), incorporation of appropriate references to the National Response Framework (NRF) into local plans, homeland security assessment and strategy integration, and assessment of local emergency management program using Emergency Management Assessment Program (EMAP) standards.
- 2. Grant Conditions:** Identify the source of funding under which this award is funded and reference the government code. The federal grant terms and conditions are located at:  
<http://www.fema.gov/media-library/assets/documents/92248>
- 3. Grant Acceptance:** Notice of Subrecipient Grant Award remains an offer until the signed copy of the Acceptance of Subrecipient Grant Award is received by the Department of Public Safety in accordance with the instructions provided in the transmittal letter.
- 4. Work to Be Performed:** The approved FY 2014 Statement of Work and Progress Report template outlines eight tasks that the grantee must perform during the grant period. The following additional tasks are also required of Subrecipients:
  - A. Implement (NIMS) at the local level.**
  - B. Incorporate pertinent information concerning NRF into the local or inter-jurisdictional emergency management plan and its annexes.**
  - C. Subrecipients must have a tracking system of record to organize and coordinate resources in response to incidents.**
  - D. During the performance period of this grant, Subrecipient must maintain an emergency management plan at the Advanced Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by jurisdictions maintaining their own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Subrecipient's plan, Subrecipients will correct deficiencies within sixty (60) days of receiving notice of such deficiencies from TDEM.**

- E. Subrecipient agrees to make no request for reimbursement for goods or services procured by the Subrecipient either prior to the start of the period of performance stated in this award document or after the end of the period of performance.
- F. Notwithstanding any other provisions of this document, the parties understand and agree that the obligations of TDEM under this Agreement are contingent upon the availability of adequate funds to meet TDEM's liabilities. TDEM shall not be liable to the Subrecipient for costs under this Agreement that exceed the amount specified in the Notice of Subrecipient Grant Award.

7. **Single Audit Act Requirements:** If Subrecipient has expenditures in excess of \$500,000 in federal funds of all types within a single fiscal year, it must have an audit performed in accordance with the Single Audit Act as amended. Subrecipient agrees to comply with the audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.

8. **Reporting Requirements:** Subrecipient agrees to comply with all reporting requirements and shall provide such information as required by TDEM. Reporting requirements are found in the *2014 Local Emergency Management Performance Grant (EMPG) Guide*. Subrecipients may be required to submit additional information and data requested by TDEM and after the end of the period of performance in order to close out the grant. A copy of the *2014 Local Emergency Management Performance Grant (EMPG) Guide* can be found on the TDEM website at: <http://www.txdps.state.tx.us/dem/CouncilsCommittees/EMPG/empgGuide.pdf>. Subrecipient must prepare and submit Semi-Annual Progress Reports to TDEM for the duration of the grant performance period or until all grant activities are completed and the grant is formally closed. The first performance reporting period is October 1 to March 31 (progress report due April 15) and the second reporting period is April 1 to September 30 (progress report due October 15). Subrecipient may also be required to submit additional information and data as requested by TDEM.

9. **Review of Work and Expenditures:** TDEM may review the work of the Subrecipient with respect to approved program tasks and expenditures for which reimbursement is requested to ensure the federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of this contract or grant agreement and that performance goals are achieved. These reviews may include, without limitation: comparing actual Subrecipient activities to those approved in the sub-award application and subsequent modifications if any; ensuring that grant funds have been expended in accordance with applicable guidelines; confirming compliance with grant assurances, and verifying information provided on performance reports and payment requests. **EMPG grant funds cannot be matched with any other federal funds.**

10. **Lobbying:**

- A. As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the Subrecipient certifies that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making

- B. Subrecipient agrees to monitor their program to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that the performance goals are achieved.
- C. TDEM may perform periodic reviews of Subrecipient performance of eligible activities and approved projects. These reviews may include, without limitation: performance of an on-site audit and compliance monitoring, including inspection of all grant-related records and items, comparing actual Subrecipient activities to those approved in the sub-award application and subsequent modifications if any, ensuring that advances have been disbursed in accordance with applicable guidelines, confirming compliance with grant assurances, verifying information provided in performance reports and reviewing payment requests, needs and threat assessments and strategies.
- D. Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA National Preparedness Directorate.
- E. The Subrecipient official certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

**13. Reimbursement for Expenses:**

Reimbursement for expenses incurred during the second and fourth quarter of Fiscal Year 2014 will not be disbursed until TDEM receives the first and second semi-annual EMPG Progress Reports, which are due on April 15, and October 15, respectively.

**14. Choice of Law:** This agreement shall be construed and governed by Texas law.

**15. Changes to the Law:** DPS is a state agency whose authority and appropriations are subject to the actions of the Texas Legislature and the United States Congress. If DPS and/or the subject matter of this contract become subject to a legislative or regulatory change, revocation of statutory or regulatory authority, or lack of funds that would render the services and/or goods and/or payment to be provided under this agreement impossible, unnecessary, void, or substantially amended, DPS may terminate this agreement without penalty to, or any liability whatsoever on the part of, DPS, the State of Texas, or the United States. This contract does not grant vendor a franchise or any other vested property right.

**16. Written Modification:** No modification or amendment to this Agreement shall become valid unless in writing and signed by both parties.

**17. To the extent it applies,** Subrecipient shall comply with Texas Government Code, Chapter 783, 1 Texas Administrative Code (TAC) §§ 5.141 *et seq.*, and the Uniform Grant Management Standards, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart B, §\_14.



# TRAVIS COUNTY FY 14 GRANT SUMMARY SHEET

Contract #: 2736702

SAP #: 

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:	Sheriff	
Contact Person/Title:	Karen Maxwell, Sr. Planner / Danny Smith, Counseling & Education Manager	
Phone Number:	854-7508 / 854-5396	

Grant Title:	2014 Vision Summit		
Grant Period:	From: <input type="text" value="1/1/2014"/>	To: <input type="text" value="12/31/2014"/>	
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 #593010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 41,892	\$ 0	\$ 0	\$ 0	\$ 41,892
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 41,892	\$ 0	\$ 0	\$ 0	\$ 41,892
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"/>	JK	

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:**

TCSO is seeking Commissioners Court approval of a grant contract with the Office of the Governor, Criminal Justice Division for funds to host the second Vision Summit conference from the Office of the Governor, Criminal Justice Division. The purpose of the conference is to gather together experts, corrections staff, and community social service providers to discuss how to improve an offender's re-entry to society outcomes.

The grant has no County match and does not have any long term funding requirements. PBO recommends approval.

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

TCSO seeks to host a 2014 Vision Summit to continue the momentum begun with the 2013 Vision Summit. This project will continue the opportunity to share discussion, ideas and evidence based practices in order to assist former offenders, who are facing the same barriers and obstacles that led to their initial incarceration, successfully return to their communities.

**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 55,117 releases during FY13.

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 seek to continue the collaboration begun during the inaugural Vision conference, building these relationships and expanding 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](http://www.tcsheriff.org)

DARREN LONG  
Major - Law Enforcement

WES PRIDDY  
Major - Corrections

MARK SAWA  
Major - Administration & Support

September 16, 2014

**MEMORANDUM**

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

I am pleased to advise the Court that our application for a grant to the Office of the Governor, Criminal Justice Division, requesting grant funding to assist in hosting the 2014 Vision Summit has been awarded. The grant application request was approved by the Court on June 17, 2014 (Item 8B), and will provide state funds in the amount of \$41,892 to supplement participant's registration fees to cover allowable expenses arising from hosting this conference. There is no required match for this grant.

Last year, the inaugural Vision Summit: Looking Towards the Future, exhibited exceptional leadership and innovation by uniting experts, correctional staff and community social service providers with effective programs and each other for improving offender's re-entry outcomes. 96% of the evaluations returned reflected an increase in knowledge or skills, and 94% stated they would be interested in attending a 2014 Vision Summit. The goal for the 2014 Vision Summit is to continue this momentum and collaboration started by the 2013 Summit, informing and motivating stakeholders to provide enhanced opportunity for successful reentry outcomes.

We are requesting the Commissioners Court approve acceptance of this grant 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  
Jennifer Kraber, County Attorney's Office  
Alan Miller, PBO  
Danny Smith, TCSO



STATE OF TEXAS  
OFFICE OF THE GOVERNOR  
CRIMINAL JUSTICE DIVISION

**RICK PERRY**  
**GOVERNOR**

Dear Grantee:

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 'Current Status' column, locate the application that is in 'Pending AO 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](mailto: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

Created on 9/25/14 at 5:04 pm

**\*\*\* PREVIEW - Statement of Grant Award (SOGA) - PREVIEW \*\*\***

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:

<b>Grant Number:</b>	2736702	<b>Award Amount:</b>	\$41,892.00
<b>Date Awarded:</b>	September 15, 2014	<b>Grantee Cash Match:</b>	\$0.00
<b>Program Fund:</b>	SF-State Criminal Justice Planning (421) Fund	<b>Grantee In Kind Match:</b>	\$0.00
<b>CFDA:</b>	None	<b>Total Project Cost:</b>	\$41,892.00
<b>Grantee Name:</b>	Travis County		
<b>Project Title:</b>	Vision Summit		
<b>Grant Period:</b>	01/01/2014 - 12/31/2014		
<b>Liquidation Date:</b>	03/31/2015		
<b>Grant Manager:</b>	Helen Martinez		



State of Texas  
Office of the Governor  
Criminal Justice Division

**Rick Perry**  
Governor

To: CJD Grant Recipient  
From: Angie Martin, Deputy Director  
Contact: (512) 463-1919  
Reference: Grantee Responsibilities

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

52

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.

**For Fiscal Years Beginning Before December 26, 2014** 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.window.state.tx.us/procurement/catrad/ugms.pdf>. 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 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.

**For Fiscal Years Beginning On or After December 26, 2014** Grantees expending over \$750,000 in state or federal grant funds during the fiscal year are subject to 2 CFR, Part 200, Subpart F – Audit Requirements [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl) and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at <http://www.window.state.tx.us/procurement/catrad/ugms.pdf>. Grantees must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with 2 CFR, Part 200, Subpart F – Audit Requirements 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.

**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 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. In addition, if an employee works more than 16 hours of regular time plus overtime in any single work day, CJD will not reimburse the grantee agency for the employee's overtime hours that exceed the 16 hours. 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.

**Nondiscrimination in Programs Involving Students** – Grant funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

**Computer Network Requirements** – Federal grant funds may not be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography; however, nothing in this requirement limits the use of funds necessary for any federal, state, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.



# TRAVIS COUNTY FY 14 GRANT SUMMARY SHEET

Contract #:

SAP #:

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:	Civil Courts (122)	
Contact Person/Title:	Darlene Byrne, Judge , 126th District Court/ Peg Liedtke, Director of Civil Courts	
Phone Number:	512-854-9300/ 512-854-9364	

Grant Title:	Family Drug Treatment Court (Grant #1974708)		
Grant Period:	From: <input type="text" value="Sep 1, 2014"/>	To: <input type="text" value="Aug 31, 2015"/>	
Fund Source:	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Office of the Governor, Criminal Justice Division's Drug Court Program		
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:	\$ 71,582.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 71,582.00
Operating:	\$ 66,300.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 66,300.00
Capital Equipment:	\$ 1,978.37	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,978.37
Indirect Costs:	\$ 2,797.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2,797.00
Totals:	\$ 142,657.37	\$ 0.00	\$ 0.00	\$ 0.00	\$ 142,657.37
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
	\$ 0.00	\$ 0.00	\$ 0.00	0.00	
	\$ 0.00	\$ 0.00	\$ 0.00	0.00	

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

58

Performance Measures					
#	Measure	Actual FY 12 Measure	Actual FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+	-	Applicable Departmental Measures			
1.	Number of new enrollments in the program	27	29	24	25
2.	Number of participants in the program	56	57	48	55
3.	Number of people assessed for eligibility to participate in the program	42	36	32	30
+	-	Measures for the Grant			
1.	Number of participants employed or enrolled in school at the time of drug court graduation	9	14	8	9
Outcome Impact Description		Indicates the number of participants who are employed full or part time or who are enrolled in GED preparation or a vocational or college program at the time that they successfully complete the drug court program.			
2.	Number of participants that earn a GED, high school diploma, or vocational training credential while in the program	2	0	2	2
Outcome Impact Description		Indicates the number of program participants that earn some sort of certification or degree, including a GED or high school diploma while they are participating in the FDTC program this fiscal year			
3.	Number of participants that successfully complete the program	14	17	10	12
Outcome Impact Description		Indicates the number of successful graduates from the FDTC program this fiscal year.			

**PBO Recommendation:**

This grant contract is to continue the intensive services provided to parents with substance abuse problems that are in the family court system. There is no county match required. PBO recommends approval.

PBO included an earmark on the Allocated Reserve in the FY 2015 Adopted Budget for the Civil Courts to be able to request general fund resources in case this grant was not awarded. Upon approval of this grant contract, PBO will remove the Family Drug Treatment Court grant earmark from the earmark list that is presented each week to Commissioners Court under the Budget Amendments & Transfers agenda item.

**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 mission of the Family Drug Treatment Court (FDTC) is to provide a spectrum of court and community-based supports for parents involved in the child welfare system that promotes recovery from alcohol and drug addiction and encourages healthy lifestyle choices. The vision of the FDTC is for the parent participants to become sober, responsible caregivers so they can ensure the safety and well-being of their children. The FDTC is vital to the families in our community. There are a significant number of child abuse/ neglect civil lawsuits in Travis County that involve the substance abuse of at least one parent. The FDTC effectively assists parents with overcoming substance abuse issues to begin a lifetime of recovery. This transition allows them to be safe, sober caregivers for their children. It is an intervention utilized by the Civil Courts that is vital to these families. Through intensive services, monitoring, accountability, and supports the FDTC ensures that all children remaining with custodians in drug court will experience safe, nurturing, and permanent homes. The Civil Courts are requesting permission to continue funding the Travis County FDTC until such time as the application for funding to the Office of the Governor (OOG), Criminal Justice Division for fiscal year 2015 is approved/ denied by the grantor. This application for funding for the FDTC has been approved annually by OOG since FY 2008. The FDTC also has a Drug Court Coordinator (full time FTE) position that will continue with the approval for permission to continue payroll expenses in the amount of \$5,582.49 and with continuation of the grant in FY 2015.

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

The Civil Courts intend to request subsequent year continuation funding for this program through proposals submitted to Federal and State government, as well as private foundations. The use of county funds are not anticipated at this time.

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

There are no match requirements associated with this grant.

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

Indirect costs of two percent are allowed under this funding source and have been included in the grant application.

**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 Family Drug Treatment Court program and associated improvements in service delivery will not discontinue upon discontinuance of grant funding. The Civil Courts will leverage existing funds, staff and County resources to sustain this project. We intend to request subsequent year continuation funding for this project through proposals submitted to the Federal and State government. Subsequently, the County will have the opportunity to consider investment in staff positions and the program in areas of the Civil Courts.

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

Not applicable

led

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 Family Drug Treatment Court is vital to the families in our community. There is a great need for treatment programs that target parents with substance abuse issues involved in open child abuse and neglect civil lawsuits. In response, the Travis County Civil Courts have developed and implemented a Drug Court. The purpose of the drug court is to protect the safety and welfare of children through a court-based system that gives parents the tools they need to become sober, responsible caregivers. The impact will be recognized in improved re-unification, family organization and cohesion.


To successfully evaluate the performance of the drug court, the court has documented the implementation and development of the program using a comprehensive process and outcome evaluation design. The design will be used to assess the effectiveness of the program. The Drug Court Coordinator (grant-funded) position, oversees the collection, management, analysis, interpretation and reporting as required.

61



Office of the District Judges  
Herman Marion Sweatt Courthouse  
P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9300

TO: Victoria Ramirez, Budget Analyst, Planning and Budget Office

FROM:   
Peg Liedtke, Civil Courts Director

DATE: September 16, 2014

RE: Contract Approval Request - Family Drug Treatment Court,  
FY 2015 Grant with the Governor's Criminal Justice Division

Please consider this request from the Civil Courts for contract approval of the FY 2015 grant with the Office of the Governor's Criminal Justice Division (CJD) program for the Family Drug Treatment Court in the requested amount of \$142,657.37.

It is our understanding that revenue will be certified by the County Auditor when all of the normal requirements for the grant contract have been met. Please contact me or Amanda Michael if further information is required or if you have any questions.

Thank you very much for your consideration.



State of Texas  
Office of the Governor  
Criminal Justice Division

**Rick Perry**  
Governor

To: CJD Grant Recipient  
From: Angie Martin, Deputy Director  
Contact: (512) 463-1919  
Reference: Grantee Responsibilities

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.

**For Fiscal Years Beginning Before December 26, 2014** 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.window.state.tx.us/procurement/catrads/ugms.pdf>. 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 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.

**For Fiscal Years Beginning On or After December 26, 2014** Grantees expending over \$750,000 in state or federal grant funds during the fiscal year are subject to 2 CFR, Part 200, Subpart F – Audit Requirements [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl) and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at <http://www.window.state.tx.us/procurement/catrads/ugms.pdf>. Grantees must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with 2 CFR, Part 200, Subpart F – Audit Requirements 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.

**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 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. In addition, if an employee works more than 16 hours of regular time plus overtime in any single work day, CJD will not reimburse the grantee agency for the employee's overtime hours that exceed the 16 hours. 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.

**Nondiscrimination in Programs Involving Students** – Grant funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

**Computer Network Requirements** – Federal grant funds may not be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography; however, nothing in this requirement limits the use of funds necessary for any federal, state, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

**\*\*\* PREVIEW - Statement of Grant Award (SOGA) - PREVIEW \*\*\***

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:

<b>Grant Number:</b>	1974708	<b>Award Amount:</b>	\$142,657.37
<b>Date Awarded:</b>	September 12, 2014	<b>Grantee Cash Match:</b>	\$0.00
<b>Program Fund:</b>	DC-Drug Court Program	<b>Grantee In Kind Match:</b>	\$0.00
<b>CFDA:</b>	None	<b>Total Project Cost:</b>	\$142,657.37
<b>Grantee Name:</b>	Travis County		
<b>Project Title:</b>	Family Drug Treatment Court		
<b>Grant Period:</b>	09/01/2014 - 08/31/2015		
<b>Liquidation Date:</b>	11/29/2015		
<b>Grant Manager:</b>	Anissa Johnson		

69



# TRAVIS COUNTY FY 14 GRANT SUMMARY SHEET

Contract #:

SAP #:

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:	Travis County Criminal Courts	
Contact Person/Title:	Debra Hale, Director of Court Management	
Phone Number:	512-854-9224	

Grant Title:	Indigent Defense System Evaluation Project		
Grant Period:	From: <input type="text" value="Oct 1, 2014"/>	To: <input type="text" value="Sep 30, 2015"/>	
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:	U.S. Department of Justice		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 113,155	\$ 0	\$ 0	\$ 0	\$ 113,155
Operating:	\$ 7,250	\$ 0	\$ 0	\$ 0	\$ 7,250
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 2,408	\$ 0	\$ 0	\$ 0	\$ 2,408
Totals:	\$ 122,813	\$ 0	\$ 0	\$ 0	\$ 122,813
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"/>	JK	

Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+	-	Applicable Departmental Measures			
1.	# of misdemeanor cases evaluated for case outcome, access to attorney, and ability to post bond.	31,881	33,327	33,660	33,996
2.	# of felony cases evaluated for case outcome, access to attorney, and ability to post bond.	10,987	12,716	12,843	12,971
3.					
+	-	Measures for the Grant			
1.	Participate as a pilot site with the National Legal Aid and Defense Association/North Carolina Office of Indigent Defense Services to collect and analyze indigent defense data to develop performance measures for indigent defense systems.	42,868	46,043	46,503	46,967
Outcome Impact Description					
2.					
Outcome Impact Description					
3.					
Outcome Impact Description					

**PBO Recommendation:**

This request is to accept an award from the Office of the Governor to continue funding for the Indigent Defense System Evaluation Project in the Criminal Courts. This grant has been awarded for the past several years and requires no county match. The department plans to continue to seek grant funding until the Indigent Defense Systems Evaluation Project has been completed. PBO recommends approval.

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

The Travis County Criminal Courts have been selected as a pilot site to work with the National Legal Aid and Defender Association/North Carolina Office of Indigent Defense Services to evaluate our Indigent Defense System. The project has been involved in evaluating our Indigent Defense System in three key areas: case outcomes, access to attorney, and ability to post bond. Part of the project will be to develop a tool kit for other jurisdictions on how to set up methods to effectively evaluate indigent defense outcomes and criminal justice outcomes on a regular basis. The purpose of the project is to develop performance measures and use evidence based approaches to enhance system performance.

The Office of the Governor initially provided grant funding for a dedicated FTE researcher in FY12 so that Travis County could participate in this national research project. Due to a delay in locating a qualified researcher, the Governor's Office has approved an extension of the original grant until August 31, 2014. The researcher hired for this project has been on board for 12 months now and a great deal of progress has been made towards developing a new database that houses indigent defense data. The researcher is also actively collaborating with the other pilot sites to categorize and define case data consistently across the pilot sites for meaningful comparison. Therefore, the Case Outcome portion of the project is nearing completion. However, since there are two additional key areas to be studied for this project, access to attorneys and ability to post bond, we are requesting the continuation of funding for this project from the Office of the Governor for FY15.

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

There are no long term County funding requirements for 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.

There is no County match for this grant.

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

Yes, we are requesting a 2% indirect cost allocation.

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

The project will end when the Indigent Defense Systems Evaluation Project has been completed.

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

This is not a new program. However, it has been a long term goal of the County to develop performance indicators for our Indigent Defense System. Participating in this project will give Travis County the opportunity to analyze and develop performance measures for ourselves and as well as other Indigent Defense Systems in the nation.

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.

Continued participation in this project will provide us the opportunity to analyze our Indigent Defense System and develop performance indicators. This in turn will allow us to determine if our current indigent defense delivery system is effective and where improvements may be made.

72



STATE OF TEXAS  
OFFICE OF THE GOVERNOR  
CRIMINAL JUSTICE DIVISION

**RICK PERRY**  
GOVERNOR

Dear Grantee:

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 'Current Status' column, locate the application that is in 'Pending AO 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](mailto: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

**\*\*\* PREVIEW - Statement of Grant Award (SOGA) - PREVIEW \*\*\***

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:

<b>Grant Number:</b>	2636802	<b>Award Amount:</b>	\$122,813.00
<b>Date Awarded:</b>	September 15, 2014	<b>Grantee Cash Match:</b>	\$0.00
<b>Program Fund:</b>	DJ-Edward Byrne Memorial Justice Assistance Grant Program	<b>Grantee In Kind Match:</b>	\$0.00
<b>CFDA:</b>	16.738 - Edward Byrne Memorial Justice Assistance	<b>Total Project Cost:</b>	\$122,813.00
<b>Grantee Name:</b>	Travis County		
<b>Project Title:</b>	Indigent Defense System Evaluation Project		
<b>Grant Period:</b>	10/01/2014 - 09/30/2015		
<b>Liquidation Date:</b>	12/29/2015		
<b>Grant Manager:</b>	Helen Martinez		

74



**State of Texas  
Office of the Governor  
Criminal Justice Division**

**Rick Perry  
Governor**

**To: CJD Grant Recipient  
From: Angie Martin, Deputy Director  
Contact: (512) 463-1919  
Reference: Grantee Responsibilities**

**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**

75

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.

**For Fiscal Years Beginning Before December 26, 2014** 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.window.state.tx.us/procurement/catrad/ugms.pdf>. 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 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.

**For Fiscal Years Beginning On or After December 26, 2014** Grantees expending over \$750,000 in state or federal grant funds during the fiscal year are subject to 2 CFR, Part 200, Subpart F – Audit Requirements [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl) and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at <http://www.window.state.tx.us/procurement/catrad/ugms.pdf>. Grantees must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with 2 CFR, Part 200, Subpart F – Audit Requirements 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.

**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 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. In addition, if an employee works more than 16 hours of regular time plus overtime in any single work day, CJD will not reimburse the grantee agency for the employee's overtime hours that exceed the 16 hours. 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 Resolution  
Indigent Defense System Evaluation Project Grant  
(Grant period 10/1/14 to 9/30/15)**

**WHEREAS,** The Travis County Commissioners Court finds it in the best interest of the citizens of Travis County, that Travis County participate in the Indigent Defense System Evaluation Project.

**WHEREAS,** The Travis County Commissioners Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Travis County assures that the funds will be returned to the Criminal Justice Division in full.

**WHEREAS,** Travis County Commissioners Court designates Samuel T. Biscoe, County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

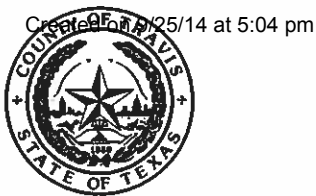
**NOW THEREFORE, BE IT RESOLVED** that the Travis County Commissioners Court approves acceptance of the grant award for the Indigent Defense Systems Evaluation Project from the Office of the Governor, Criminal Justice Division.

Signed by: \_\_\_\_\_  
County Judge Samuel T. Biscoe

Passed and Approved this \_\_\_\_\_ (Day) of \_\_\_\_\_ (Month), \_\_\_\_\_ (Year)

Grant Application Number: 2636802

81



09/25/14 at 5:04 pm

# TRAVIS COUNTY FY 14 GRANT SUMMARY SHEET

Contract #:

SAP #:

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:	Travis County Criminal Courts	
Contact Person/Title:	Debra Hale, Director of Court Management	
Phone Number:	512-854-9244	

Grant Title:	Travis County Veterans' Court		
Grant Period:	From: <input type="text" value="Sep 1, 2014"/>	To: <input type="text" value="Aug 31, 2015"/>	
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:	\$ 168,156	\$ 0	\$ 0	\$ 0	\$ 168,156
Operating:	\$ 12,256	\$ 0	\$ 0	\$ 0	\$ 12,256
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 3,608	\$ 0	\$ 0	\$ 0	\$ 3,608
Totals:	\$ 184,020	\$ 0	\$ 0	\$ 0	\$ 184,020
FTEs:	2.00	0.00	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"/>	JK	

82

Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+	-	Applicable Departmental Measures			
1.	# of new enrollments in the program	41	48	50	55
2.	# of participants in the program (# in the program at the beginning of the reporting period plus the number of new enrollments)	62	91	110	115
3.	# of people assessed for eligibility to participate in the program	41	77	60	62
+	-	Measures for the Grant			
1.	# of participants employed or enrolled in school at time of specialty court graduation (part time or full time)	15	21	24	26
Outcome Impact Description					
2.	# of participants that earn a GED, high school diploma, or vocational training credential while in the program	0	0	0	0
Outcome Impact Description					
3.	# of participants that successfully complete the program	15	25	28	30
Outcome Impact Description					

**PBO Recommendation:**

This request is to accept an award from the Office of the Governor to continue funding for the Veterans Court program in the Criminal Courts. This grant has been awarded for the past several years and requires no county match. PBO recommends approval.

PBO included an earmark on the Allocated Reserve in the FY 2015 Adopted Budget for the Criminal Courts to be able to request general fund resources in case this grant was not awarded. Upon approval of this grant contract, PBO will remove the Veterans Court grant earmark from the earmark list that is presented each week to Commissioners Court under the Budget Amendments & Transfers agenda item.

83

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?

It is the goal of the Travis County Veterans Court to link misdemeanor and felony veteran defendants to the VA for assessment and treatment services, monitor their treatment compliance, and divert them from further criminal sanctions. The court will focus on those defendants with Post Traumatic Stress Disorders, Traumatic Brain Injury, and other mental health disorders that resulted from combat related experiences. 79% of offenders with mental health disorders have issues with substance abuse. It is anticipated that a large number of the Court's participants will need substance abuse intervention which is an integral part of the Veterans Court Program.

A Veterans Court Implementation Grant was first received from the Office of the Governor, Criminal Justice Division (OOG/CJD) in April 2010 (partial-year FY10). The Governor's Office continued funding the Veterans Court Program in FY11, FY12, FY13 and FY14. The Veterans Court held its first docket on November 10, 2010. On November 10, 2011, the court graduated its first veteran. As of January 9, 2014, the Veterans Court has accepted 130 veterans, has 67 active participants and has graduated 51.

In December of 2013, the Travis County Veterans Court received a letter from the Texas Veterans Commission awarding the court a \$20,000 grant effective January 1, 2014, through December 31, 2014. This grant was awarded specifically to help fund treatment services for veterans unable to participate in VA treatment. The budget for the FY15 OOG/CJD grant application has been adjusted accordingly. The Travis County Veterans Court Program is again requesting that the Office of the Governor, Criminal Justice Division fund the Veterans Court Program for FY15.

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

There are no long term County funding requirements for 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.

There is no County match for this grant.

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

Yes, we are requesting a 2% indirect cost allocation.

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

Yes, this program will discontinue without grant funding. We will seek additional funding from other sources.

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

This is not a new program. However, the decision to start the Veterans Court stemmed from the Veterans Intervention Jail Survey report which was published in 2009. The report indicated that about 150 veterans are incarcerated in the Travis County Jail at any one time. About one-third of these veterans were arrested more than once during the 90 day survey period. It is anticipated that an increasing number of veterans will be returning from deployment to central Texas. It is hoped that with the collaboration of the local veteran's service delivery system and our Courts, this group of veterans can address their treatment needs and decrease the likelihood of their return to our jail.

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

This court docket will be an additional docket scheduled in County Court at Law #4 bi-weekly. Although there are specialty dockets for defendants with mental health or substance abuse issues, the unique treatment needs of this target population has not been previously addressed.

85



STATE OF TEXAS  
OFFICE OF THE GOVERNOR  
CRIMINAL JUSTICE DIVISION

RICK PERRY  
GOVERNOR

Dear Grantee:

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 'Current Status' column, locate the application that is in 'Pending AO 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](mailto: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

Handwritten initials in black ink, possibly "SL".

**\*\*\* PREVIEW - Statement of Grant Award (SOGA) - PREVIEW \*\*\***

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 1, Part 1, 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:

<b>Grant Number:</b>	2339706	<b>Award Amount:</b>	\$184,020.00
<b>Date Awarded:</b>	September 12, 2014	<b>Grantee Cash Match:</b>	\$0.00
<b>Program Fund:</b>	DC-Drug Court Program	<b>Grantee In Kind Match:</b>	\$0.00
<b>CFDA:</b>	None	<b>Total Project Cost:</b>	\$184,020.00
<b>Grantee Name:</b>	Travis County		
<b>Project Title:</b>	Veteran's Court		
<b>Grant Period:</b>	09/01/2014 - 08/31/2015		
<b>Liquidation Date:</b>	11/29/2015		
<b>Grant Manager:</b>	Anissa Johnson		

87



**State of Texas  
Office of the Governor  
Criminal Justice Division**

**Rick Perry  
Governor**

**To: CJD Grant Recipient  
From: Angie Martin, Deputy Director  
Contact: (512) 463-1919  
Reference: Grantee Responsibilities**

**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**

88

**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.

**For Fiscal Years Beginning Before December 26, 2014** 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.window.state.tx.us/procurement/catrad/ugms.pdf>. 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 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.

**For Fiscal Years Beginning On or After December 26, 2014** Grantees expending over \$750,000 in state or federal grant funds during the fiscal year are subject to 2 CFR, Part 200, Subpart F – Audit Requirements [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl) and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at <http://www.window.state.tx.us/procurement/catrad/ugms.pdf>. Grantees must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with 2 CFR, Part 200, Subpart F – Audit Requirements 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.

**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 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. In addition, if an employee works more than 16 hours of regular time plus overtime in any single work day, CJD will not reimburse the grantee agency for the employee's overtime hours that exceed the 16 hours. 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 Resolution FY15 Veterans Court Grant**

**WHEREAS,** The Travis County Commissioners Court finds it in the best interest of the citizens of Travis County, that the Veteran's Court be operated during FY15; and

**WHEREAS,** The Travis County Commissioners Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Travis County assures that the funds will be returned to the Criminal Justice Division in full.

**WHEREAS,** Travis County Commissioners Court designates Samuel T. Biscoe, County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that the Travis County Commissioners Court approves acceptance of the grant award for the Veteran's Court from the Office of the Governor, Criminal Justice Division.

Signed by: \_\_\_\_\_  
County Judge Samuel T. Biscoe

Passed and Approved this \_\_\_\_\_ (Day) of \_\_\_\_\_ (Month), \_\_\_\_\_ (Year)

Grant Number: 2339706

94



# TRAVIS COUNTY FY 14 GRANT SUMMARY SHEET

Contract #: DC-15-S80-20672-0

SAP #: 800355

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:	139/Travis County Adult Probation	
Contact Person/Title:	Christie Williams, Social Services Program Coordinator	
Phone Number:	512-854-3551	

Grant Title:	Travis County Adult Probation DWI Court		
Grant Period:	From: Sep 1, 2014	To:	Aug 31, 2015
Fund Source:	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Texas 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:	\$ 230,021.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 230,021.00
Operating:	\$ 7,406.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 7,406.00
Capital Equipment:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Indirect Costs:	\$ 4,748.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 4,748.00
Totals:	\$ 242,175.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 242,175.00
FTEs:	4.00	0.00	0.00	0.00	4.00

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

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

95

Performance Measures					
#	Measure	Actual FY 12 Measure	Actual FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+ - Applicable Departmental Measures					
1.	Maintain a DWI Court completion rate of 70% or higher	80%	87%	80%	80%
2.					
3.					
+ - Measures for the Grant					
1.	Number of new enrollments	56	54	50	50
Outcome Impact Description		Recidivism Reduction			
2.	Number of Successful Completions	33	53	48	48
Outcome Impact Description		As program is 12 months in duration, clients typically start treatment in one fiscal year and complete in another. Therefore, successful completions are often comprised of participants who started in the previous fiscal year.			
3.					
Outcome Impact Description					

**PBO Recommendation:**

This grant contract is to continue the substance abuse, case management, and other services provided to participants in the Travis County Adult Probation DWI Court, which has been in place since 2009. There is no county match required. PBO recommends approval.

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

The mission of the Travis County Adult Probation DWI Court is to "enhance community supervision and improve lives by facilitating rehabilitation through a collaborative process, which includes treatment, supervision and judicial involvement. We foster recovery by providing support, compassion and accountability." This mission is accomplished through collaborative partnerships. The DWI Court is a pro-active approach which entails the early identification of repeat DWI offenders and providing to them the support and services needed to eliminate their repetitive involvement with the criminal justice system.

**Specific program goals are as follows:**

1. Participants will receive timely substance use treatment to address identified substance use needs and other criminogenic need areas.
2. Participants will receive timely judicial oversight to support and confront behavioral change.
3. Participants will receive timely drug/alcohol testing to insure abstinence.
4. Participants will receive case management services and will have their conditions monitored by the probation officer.

This is continuation funding to continue to support DWI Court operations.

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

The Department will continue to apply for grant funding to support DWI Court program needs for future fiscal years.

96

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

No match requirement

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

Yes

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. It is the intent of the Department to identify funding sources to maintain self-sufficiency for the DWI Court.

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

This is a continued program initiated in FY 2009.

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.

Pursuant to the Texas Health and Safety Code 469.006, counties with populations over 200,000 must implement and apply for state funds to implement a DWI/Drug Court. This request is to meet the mandated requirements of the law as well as to meet an identified community need.

The DWI Court represents another sentencing option for the judiciary, specifically the establishment of an additional "best practice" problem solving court to impact recidivism and provide continued reduction in community corrections costs. The DWI Court is consistent with the Department's Travis Community Impact Supervision initiative as it provides for strategic rehabilitative responses to meet the identified individualized risk and needs levels of the offender through a structured system of sanctions and incentives.

97

**Agency Name:** Travis County Adult Probation      **Grant/App:** 2067207      **Start Date:** 9/1/2014  
**Project Title:** Travis County Adult Probation DWI Court      **Status:** Pending AO Acceptance of Award      **End Date:** 8/31/2015      **Fund Source:** DC-Drug Court Program  
**Current Grant Manager:** Anissa Johnson      **Current Program Manager:** Anissa Johnson      **Liquidation Date:**  
**CFDA:** NONE

[Eligibility](#)   [Profile](#)   [Narrative](#)   [Activities](#)   [Measures](#)   [Budget](#)   [Documents](#)   [Conditions of Funding](#)   [Accept Award](#)   [Summary](#)   [My Mail](#)   [My Home](#)

## General Information and Instructions

[View Introduction](#)

[View Certification and Assurances](#)

[View Instructions](#)

## Statement of Grant Award (SOGA) Summary

The Statement of Grant Award (SOGA) is your official notice of award from the Office of the Governor (OOG). The approved budget is reflected in the Budget/Details tab for this record in eGrants. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant period 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 'Post Award Conditions of Funding and Other Fund-Specific Requirements'.

<b>Grant Number:</b>	01-15-S80-20672-02	<b>Award Amount:</b>	\$242,175.00
<b>Date Awarded:</b>	September 12, 2014	<b>Grantee Cash Match:</b>	\$0.00
<b>Program Fund:</b>	DC-Drug Court Program	<b>Grantee In Kind Match:</b>	\$0.00
<b>CFDA or State ID:</b>	None	<b>Total Project Cost:</b>	\$242,175.00
<b>Grantee Name:</b>	Travis County Adult Probation		
<b>Project Title:</b>	Travis County Adult Probation DWI Court		
<b>Grant Period:</b>	09/01/2014 08/31/2015		
<b>Liquidation Date:</b>	11/29/2015		

## Statement of Grant Award Documents

[Congratulatory Letter and Instructions](#)  
[Grantee Responsibilities Memo](#)

## List of Application Errors and Incomplete Information

Item(s) that Need to be Resolved	Tab Name
----------------------------------	----------

## List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
--	--------------	----------	--------------------	----------------------

[Accept](#)   [Unlink](#)



STATE OF TEXAS  
OFFICE OF THE GOVERNOR  
CRIMINAL JUSTICE DIVISION

RICK PERRY  
GOVERNOR

Dear Grantee:

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 'Current Status' column, locate the application that is in 'Pending AO 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.

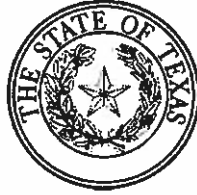
If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the attached Statement of Grant Award or you may always contact our office via the eGrants Help Desk at [eGrants@governor.state.tx.us](mailto:eGrants@governor.state.tx.us).

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

99



State of Texas  
Office of the Governor  
Criminal Justice Division

**Rick Perry**  
Governor

To: CJD Grant Recipient  
From: Angie Martin, Deputy Director  
Contact: (512) 463-1919  
Reference: Grantee Responsibilities

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

100

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.

**For Fiscal Years Beginning Before December 26, 2014** 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.window.state.tx.us/procurement/catrad/ugms.pdf>. 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 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.

**For Fiscal Years Beginning On or After December 26, 2014** Grantees expending over \$750,000 in state or federal grant funds during the fiscal year are subject to 2 CFR, Part 200, Subpart F – Audit Requirements [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl) and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at <http://www.window.state.tx.us/procurement/catrad/ugms.pdf>. Grantees must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with 2 CFR, Part 200, Subpart F – Audit Requirements 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.

**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 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. In addition, if an employee works more than 16 hours of regular time plus overtime in any single work day, CJD will not reimburse the grantee agency for the employee's overtime hours that exceed the 16 hours. 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 14 GRANT SUMMARY SHEET

Contract #: 2012-RW-BX-0004

SAP #: 800267

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	139/Travis County Adult Probation	
Contact Person/Title:	Christie Williams/Social Services Program Coordinator	
Phone Number:	512-854-3551	

Grant Title:	Travis County Adult Probation Co-Occurring Re-entry Services		
Grant Period:	From: <input type="text" value="Oct 1, 2014"/>	To: <input type="text" value="Sep 30, 2015"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	US Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA)		
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:	\$ 161,146.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 161,146.00
Operating:	\$ 50,939.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 50,939.00
Capital Equipment:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Indirect Costs:	\$ 4,242.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 4,242.00
Totals:	\$ 216,327.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 216,327.00
FTEs:	3.00	0.00	0.00	0.00	3.00

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

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

106

Performance Measures					
#	Measure	Actual FY 12 Measure	Actual FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+	-	Applicable Departmental Measures			
1.	Maintain a completion rate of 60% or higher	NA	NA	60%	60%
2.					
3.					
+	-	Measures for the Grant			
1.	Number of new enrollments	NA	35	47	50
	Outcome Impact Description	Recidivism Reduction			
2.	Number of successful completions	NA	NA	15	30
	Outcome Impact Description	It takes participants a minimum of 11 months to complete the treatment program. The program enrolled its first participants the middle of FY 2013 and first participants completed the program in FY 2014.			
3.					
	Outcome Impact Description				

**PBO Recommendation:**

This grant contract amendment is a no-cost extension to continue the Co-Occurring Re-Entry Services (CORES) program in FY 2015. There is no county match required. PBO recommends approval.

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

The Travis County Adult Probation Co-Occurring Re-Entry Services program (CORES) is a collaborative service delivery approach which expands the limited treatment service continuum for probationers with co-occurring disorders. CORES targets high-risk felony probationers with severe and persistent mental health and substance use dependence disorders. Goals of the CORES program are to increase public safety and reduce recidivism for this target population. The program provides a robust coordinated service delivery strategy for the target population through the provision of both pre-release and post-release services. Pre-release services consist of orientation and treatment readiness services and post-release services include the delivery of co-occurring treatment in a residential setting, intensive specialized supervision services, and case management services to meet identified recovery-support needs such as housing.

The grant award from BJA was for 2 years (FY 2013 -FY 2014). BJA approved a no-cost extension for FY 2015 to continue program service delivery.

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

BJA funding was originally for two years, 10/1/2012 to 9/30/2014. BJA approved a no cost extension for FY 2015. The Department will continue to apply for grant funding to support the Co-occurring Re-Entry Services program needs for future fiscal years.

107

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

No match requirement

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

Yes

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. It is the intent of the Department to identify funding sources to maintain self-sufficiency for the Co-occurring Re-Entry Services program.

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

This is not a new program. The program was initiated in FY 2013.

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

The Travis County Adult Probation Co-Occurring Re-Entry Services program (CORES) provides an additional resource for probationers with co-occurring disorders. It provides for a more coordinated strategy for engaging probationers who are dually diagnosed to impact recidivism and provide continued reduction in community corrections costs. CORES is consistent with the Department's Travis Community Impact Supervision initiative as it provides for strategic rehabilitative responses to meet the identified individualized risk and needs levels of probationers with co-occurring disorders through a structured system of sanctions and incentives.



US DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS

## GRANT ADJUSTMENT NOTICE

### Grantee Information

<b>Grantee Name:</b>	Travis County Adult Probation Department	<b>Project Period:</b>	10/01/2012 - 09/30/2015	<b>GAN Number:</b>	008
<b>Grantee Address:</b>	411 West 13th Street, Suite 600 PO Box 2245 Austin, 78701	<b>Program Office:</b>	BJA	<b>Date:</b>	09/04/2014
<b>Grantee DUNS Number:</b>	00-849-8300	<b>Grant Manager:</b>	Jennifer L Lewis		
<b>Grantee EIN:</b>	45-0588607	<b>Application Number(s):</b>	2012-H1865-TX-RW		
<b>Vendor #:</b>	450588607	<b>Award Number:</b>	2012-RW-BX-0004		
<b>Project Title:</b>	Travis County Adult Probation Co-Occurring Re-entry Services	<b>Award Amount:</b>	\$565,345.00		

### Change Project Period

<b>Current Grant Period:</b>	Month: 23 Day: 29	<b>New Grant Period:</b>	Month: 35 Day: 29
<b>Project Start Date:</b>	10/01/2012	<b>*New Project Start Date:</b>	10/01/2012
<b>Project End Date:</b>	09/30/2014	<b>*New Project End Date:</b>	09/30/2015

#### \*Required Justification for Change Project Period:

Our Department is requesting a no cost extension of 12 additinal months (through September 30, 2015). Please see the attached justifciation for the request. Thank you for your consideration.

#### Attachments:

Filename:	User:	Timestamp:
CORES No Cost Extension Request.pdf	oshatzl	08/27/2014 11:21 AM

Print

#### Audit Trail:

Description:	Role:	User:	Timestamp:
Approved-Final	OCFMD - Financial Analyst	SYSTEM_USER	09/04/2014 12:01 PM
Submitted	PO - Grant Manager	oshatzl	08/27/2014 11:23 AM
Draft	EXTERNAL - External User	oshatzl	08/27/2014 11:20 AM

109

# ADULT PROBATION DEPARTMENT

*of Travis County*

**Central Unit**  
411 W. 13<sup>th</sup> Street,  
Suite 400  
Austin, TX 78701  
512-854-4600  
512-854-4606 Fax

**North Unit**  
10409 Burnet Rd  
Austin, TX 78758  
512-854-9775  
512-854-4533 Fax

**Mental Health Unit**  
4920 IH 35 North  
Suite 110  
Austin, TX 78751  
512-854-1800  
512-854-4612 Fax

**South Unit**  
4011 McKinney Falls Pkwy  
Suite 1300  
Austin, TX 78744  
512-854-CSCD (2723)  
512-854-4612 Fax

**SMART**  
3404 S FM 973  
Del Valle, TX  
78617  
512-854-3150  
512-247-5567 Fax



Mailing Address: PO Box 2245 Austin, Texas 78768-2245

[www.co.travis.tx.us/AdultProbation](http://www.co.travis.tx.us/AdultProbation)

Voice Response System: 512-495-6563 or 1-800-451-3887

Charles R. Robinson, Director

Rosie Ramón-Durán, Assistant Director

August 27, 2014

Jennifer Lewis, State Policy Advisor  
Bureau of Justice Assistance  
Office of Justice Programs  
U.S. Department of Justice  
810 Seventh Street,  
NW Washington, DC 20531

Dear Ms. Lewis:

This letter is to request a no-cost extension for the Co-Occurring Re-entry Services program (CORES), Grant Award #2012-RW-BX-0004. We are requesting an extension period of 12 months (October 1, 2014 – September 30, 2015). Specifics of the no-cost extension are noted below.

**Current unobligated balance as of August 25, 2014: \$239,680**

**Explanation for why project could not be completed by current grant end date**

The project could not be completed by the current grant end date due to the initial delay in start-up of grant activities. The grant period started October 1, 2012. Staffing for the grant program included two treatment counselors and one case manager position. The two counselor positions were filled in January 2013 and the case manager position was filled in February 2013. The first clients were enrolled into the CORES program February 2013.

Although it is anticipated that the program will have reached its goal of enrolling 82 participants in CORES by the grant end date of September 30, 2014, since it takes a minimum of 11 months for clients to complete the pre-release and post release residential/continuing care phases, recently enrolled clients will not complete CORES programming by the grant end date. Therefore, our Department is requesting 12 months to continue service delivery to enrolled clients.

**Description of pending activities to be completed during the requested extension period and how grant funds will be utilized during the requested extension:**

During the no cost extension period, the two counselors will continue providing co-occurring substance use/mental health treatment services to clients enrolled in the program. The re-entry case manager will continue working with enrolled clients to determine eligibility for a variety of social services and will continue to provide case management related to re-entry services and crisis intervention. Clients will continue to have access to psychiatric medication support services and as well as access to temporary funding for housing. Additionally, we hope to identify additional training opportunities for members of the CORES team to participate in during the no cost extension period.

All unobligated funds may not be utilized during the no-cost extension period. Below is a breakdown of projected expenses during the no cost extension. Expenses are noted in further detail on the attached budget for the no cost extension period.

**Projected expenses during the no-cost extension period**

Category	Amount
Personnel	\$121,200
Fringe	\$39,946
Travel	\$1,439
Contracts	\$49,500
Indirect	\$4,242
Total	\$216,327

A grant adjustment notice will be submitted during the no cost extension if any additional unobligated funds are needed beyond what is projected above.

Thank you for your consideration of this no-cost extension request.

Sincerely,  
Charles Robinson, Director

cc: Rosie Ramón-Durán, Assistant Director  
Christie Williams, Project Director

///

**Revised Project Timeline as of August 25, 2014:**  
**Travis County Adult Probation Co-Occurring Re-Entry Services Program**

<b>Project Timeline</b>				
<b>Project Goal</b>	<b>Objective</b>	<b>Activity</b>	<b>Date</b>	<b>Responsible Person/ Organization</b>
Expansion of service delivery continuum at strategic intercept points for dually diagnosed probationers.	Increase public safety and reduce recidivism through activities targeted to address criminal behavior impacted by co-occurring substance abuse and mental health disorders	<u>Grant Implementation</u> <ul style="list-style-type: none"> <li>• Development of programming policies/procedures</li> <li>• Programmatic report preparation</li> </ul>	November 2012	Project Director
		<u>Jail-Based Services</u> <ul style="list-style-type: none"> <li>• Initial Assessments, Risk, Mental Health, Substance Abuse</li> <li>• Diagnosis</li> <li>• Pharmacological Drug Treatment Services</li> </ul>	Ongoing through November 2014	TCAP Assessor  TCSO Counselor  Medical Provider
		<u>Specialized Probation</u> <ul style="list-style-type: none"> <li>• Probation compliance</li> <li>• Drug/alcohol testing</li> <li>• Re-Assessments: (Risk/Need)</li> </ul>	Ongoing	Probation Officer
		<ul style="list-style-type: none"> <li>• Resource/Services Coordination</li> <li>• Initial Re-entry Plan</li> <li>• Housing</li> <li>• Employment</li> <li>• Benefits Application</li> </ul>	Ongoing	Re-entry Case Manager
		<u>Dual-Diagnosis Treatment</u> <ul style="list-style-type: none"> <li>• Pre-release treatment readiness/Treatment Plan &amp; Treatment Team Meeting (TTM)</li> <li>• Post-release inpatient treatment/Treatment Plan &amp; TTM</li> <li>• Aftercare</li> </ul>	Ongoing	Licensed Counselors
		<u>Data</u> <ul style="list-style-type: none"> <li>• Data collection design</li> <li>• Data collection</li> <li>• Data reporting</li> </ul>	Ongoing	TCAP Evaluator
		<u>Community Collaboration</u> <ul style="list-style-type: none"> <li>• Monitor Intercept points</li> </ul>	Ongoing	Project Director
		Staff Development/Training	Ongoing	Project Director

**Travis County Adult Probation Co-Occurring Re-entry Services  
Budget Request - No Cost Extension Period**

**October 1, 2014 - September 30, 2015**

**Current unobligated balance as of August 25, 2014: \$239,680**

**A. Personnel**

Name/Position	Computation	Cost
Chemical Dependency Counselor (LCDC)	12 mos @ \$3,300/mo	\$ 39,600.00
Chemical Dependency Counselor (LCDC)	12 mos @ \$3,300/mo	\$ 39,600.00
Re-Entry Case Manager	12 mos @ \$3,500/mo	\$ 42,000.00
Project Director/Grant Coordinator	In-Kind cost	\$ -
Evaluator	In-Kind cost	\$ -
Probation Officer(s)	In-Kind cost	\$ -
Assessor(s)	In-Kind cost	\$ -
<b>Sub-Total</b>		<b>\$ 121,200.00</b>

**B. Fringe Benefits**

Benefit	Computation	Cost
Retirement	12.27%	\$ 14,871.00
FICA-OASDI	1.45%	\$ 1,757.00
FICA-Medicare	6.20%	\$ 7,514.00
Health Insurance	(\$439 * 12) * 3	\$ 15,804.00
<b>Sub-Total</b>		<b>\$ 39,946.00</b>
<b>Total Personnel &amp; Fringe Benefits</b>		<b>\$ 161,146.00</b>

**C. Travel**

Purpose of Travel	Location	Item	Computation	Cost
Conference pertaining to co-occurring services or re-entry services	In state (Texas)	Conference registration for 3 people	\$150 per person * 3	\$ 450.00
Conference pertaining to co-occurring services or re-entry services	In state (Texas)	Mileage for 3 people to attend conference	200 miles round trip * 0.565 per mile	\$ 113.00
Conference pertaining to co-occurring services or re-entry services	In state (Texas)	Lodging for 3 people for 1 night	\$150/day * 1 night lodging * 3 people	\$ 450.00
Conference pertaining to co-occurring services or re-entry services	In state (Texas)	Meals for 3 people for 2 days	\$71/day * 2 days * 3 people	\$ 426.00
<b>Total</b>				<b>\$ 1,439.00</b>

**D. Equipment**

**Total** 0

**E. Supply Items**

**Total** 0

**F. Construction**

**Total** 0

**Travis County Adult Probation Co-Occurring Re-entry Services  
Budget Request - No Cost Extension Period**

**G. Consultants/Contracts****Contracts**

Item	Computation	Cost
Psychiatric Medication Support	5 hrs per month *\$150/hr *12 months	\$ 9,000.00
Housing (with various housing providers)	\$30/day *90 days *15 clients	\$ 40,500.00
	<b>Total</b>	<b>\$ 49,500.00</b>

**H. Other Costs**Total 0**I. Indirect Costs**

Description	Computation	Cost
Indirect Cost	2%	\$ 4,242.00
	<b>Total</b>	<b>\$ 4,242.00</b>

**Travis County Adult Probation Co-Occurring Re-entry Services  
Budget Request - No Cost Extension Period****Budget Summary - Year 1**

Budget Category	Amount
A. Personnel	\$ 121,200.00
B. Fringe Benefits	\$ 39,946.00
C. Travel	\$ 1,439.00
D. Equipment	\$ -
E. Supplies	\$ -
F. Construction	\$ -
G. Consultants/Contracts	\$ 49,500.00
H. Other Costs	\$ -
Total Direct Costs	\$ 212,085.00
I. Indirect Costs	\$ 4,242.00
TOTAL PROJECT COSTS	\$ 216,327.00
Federal Request	\$ 216,327.00
Non-Federal Amount	\$ -



# TRAVIS COUNTY FY 14 GRANT SUMMARY SHEET

Contract #: 2012-SM-BX-0006

SAP #: 800266

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	139/Travis County Adult Probation	
Contact Person/Title:	Christie Williams/Social Services Program Coordinator	
Phone Number:	512-854-3551	

Grant Title:	Travis County Adult Probation Domestic Violence Accountability Management Program		
Grant Period:	From: Oct 1, 2014	To: Feb 28, 2015	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	US Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA)		
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"/>	

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 72,505.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 72,505.00
Operating:	\$ 5,430.50	\$ 0.00	\$ 0.00	\$ 0.00	\$ 5,430.50
Capital Equipment:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Indirect Costs:	\$ 1,559.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,559.00
Totals:	\$ 79,494.50	\$ 0.00	\$ 0.00	\$ 0.00	\$ 79,494.50
FTEs:	3.00	0.00	0.00	0.00	3.00

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

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

116

Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+ - Applicable Departmental Measures					
1.	Reduce recidivism rate 2 years placement in the program by 5%	NA	NA	NA	5%
2.					
3.					
+ - Measures for the Grant					
1.	Number of new enrollments	NA	231	150	75
Outcome Impact Description		Recidivism Reduction. First clients enrolled in FY 2013.			
2.	Number of Successful Completions	NA	19	31	65
Outcome Impact Description		As the supervision term spans multiple years, clients complete the program in a different year than enrolled.			
3.					
Outcome Impact Description					

**PBO Recommendation:**

This grant contract amendment is a no-cost extension to continue the Domestic Violence Accountability Management Program in FY 2015. There is no county match required. PBO recommends approval.

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

BJA funding provided an opportunity for Travis County Adult Probation to employ evidence based practices specific to the supervision of domestic violence probationers. The purpose of the Domestic Violence Accountability Management Program (DV-AMP) is to ensure accountability of felony domestic violence probationers to reduce the recidivism rate (revocation) of medium/high risk felony domestic violence probationers via a structured team response employing evidence based strategies. Six specialized DV caseloads were developed to supervise and monitor up to 360 medium/high risk felony DV offenders. Program goals are as follows: 1.) Improve supervision strategies through the use of evidence based practices to reduce recidivism, 2.) Promote increased jurisdictional collaboration around domestic violence, 3.) Develop and implement the DV-AMP model for replication, and 4.) Evaluate the DV-AMP model and collaborative strategies used to reduce recidivism.

The grant award from BJA was for 2 years (FY 2013 -FY 2014). BJA approved a no-cost extension for October 1, 2014 - February 28, 2015 to continue program service delivery.

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

BJA funding was for two years. After BJA funding ends, the Department will continue to operate specialized domestic violence caseloads.

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

No match required.

117

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

Yes.

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. Upon completion of the BJA grant funding, specialized domestic violence caseloads will continue. The DV-AMP included six probation officers to provide specialized supervision services for domestic violence probationers. The BJA grant funded three of the probation officer positions; and the Department reconfigured existing caseloads to create three additional probation officer positions. During the no-cost extension period our Department will monitor the implementation of the redistribution of the caseloads among four specialized probation officers to inform us of any further changes that may be needed as we continue to sustain specialized supervision of domestic violence probationers after the no cost extension period ends.

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

This is not a new program. It was initiated in FY 2013.

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

The Travis County Adult Probation DV-AMP provides an evidence based resource for felony medium and high risk DV probationers. It provides for a more coordinated strategy for engaging DV offenders to impact recidivism and provide continued reduction in community corrections costs. Travis County Adult Probation DV-AMP is consistent with the Department's Travis Community Impact Supervision initiative as it provides for strategic rehabilitative responses to meet the identified individualized risk and need levels of the DV felony probationer through a structured system of accountability and sanctions.



US DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS

## GRANT ADJUSTMENT NOTICE

### Grantee Information

<b>Grantee Name:</b>	Travis County Adult Probation Department	<b>Project Period:</b>	10/01/2012 - 02/28/2015	<b>GAN Number:</b>	008
<b>Grantee Address:</b>	411 West 13th Street, Suite 600 PO Box 2245 Austin, 78701	<b>Program Office:</b>	BJA	<b>Date:</b>	09/04/2014
<b>Grantee DUNS Number:</b>	00-849-8300	<b>Grant Manager:</b>	Jennifer L Lewis		
<b>Grantee EIN:</b>	45-0588607	<b>Application Number(s):</b>	2012-H3509-TX-SM		
<b>Vendor #:</b>	450588607	<b>Award Number:</b>	2012-SM-BX-0006		
<b>Project Title:</b>	Travis County Adult Probation Domestic Violence Accountability Management Program	<b>Award Amount:</b>	\$499,956.00		

### Change Project Period

<b>Current Grant Period:</b>	Month: 23 Day: 29	<b>New Grant Period:</b>	Month: 28 Day: 27
<b>Project Start Date:</b>	10/01/2012	<b>*New Project Start Date:</b>	10/01/2012
<b>Project End Date:</b>	09/30/2014	<b>*New Project End Date:</b>	02/28/2015

#### \*Required Justification for Change Project Period:

Our Department is requesting a no cost extension of 5 additional months (through February 28, 2015). Please see the attached justification for the request. Thank you for your consideration.



#### Attachments:

Filename:	User:	Timestamp:
DV-AMP No Cost Extension Request.pdf	oshatzl	08/27/2014 11:24 AM

Print

#### Audit Trail:

Description:	Role:	User:	Timestamp:
Approved-Final	OCFMD - Financial Analyst	SYSTEM_USER	09/04/2014 12:00 PM
Submitted	PO - Grant Manager	oshatzl	08/27/2014 11:26 AM
Draft	EXTERNAL - External User	oshatzl	08/27/2014 11:24 AM

119

# ADULT PROBATION DEPARTMENT

*of Travis County*

**Central Unit**  
411 W. 13<sup>th</sup> Street,  
Suite 400  
Austin, TX 78701  
512-854-4600  
512-854-4606 Fax

**North Unit**  
10409 Burnet Rd  
Austin, TX 78758  
512-854-9775  
512-854-4533 Fax

**Mental Health Unit**  
4920 IH 35 North  
Suite 110  
Austin, TX 78751  
512-854-1800  
512-854-4612 Fax

**South Unit**  
4011 McKinney Falls Pkwy  
Suite 1300  
Austin, TX 78744  
512-854-CSCD (2723)  
512-854-4612 Fax

**SMART**  
3404 S FM 973  
Del Valle, TX  
78617  
512-854-3150  
512-247-5567 Fax



Mailing Address: PO Box 2245 Austin, Texas 78768-2245

[www.co.travis.tx.us/AdultProbation](http://www.co.travis.tx.us/AdultProbation)

Voice Response System: 512-495-6563 or 1-800-451-3887

Charles R. Robinson, Director

Rosie Ramón-Durán, Assistant Director

August 27, 2014

Jennifer Lewis, State Policy Advisor  
Bureau of Justice Assistance  
Office of Justice Programs  
U.S. Department of Justice  
810 Seventh Street,  
NW Washington, DC 20531

Dear Ms. Lewis:

This letter is to request a no-cost extension for the Domestic Violence –Accountability Management Program (DV-AMP), Grant Award #2012-SM-BX-0006. We are requesting an extension period of five months (October 1, 2014 – February 28, 2015). Specifics of the no-cost extension are noted below.

**Current unobligated balance as of August 25, 2014: \$132,007**

**Explanation for why project could not be completed by current grant end date**

The project could not be completed by the current grant end date due to initial delay in start-up of grant activities. The DV-AMP application included six probation officers to provide specialized supervision services for domestic violence probationers. The BJA grant funded three of the probation officer positions; and the Department would reconfigure existing caseloads to create three additional probation officer positions. The grant period started October 1, 2012, however, it wasn't until December 10, 2012 that the three BJA funded officers were identified and commenced building caseloads. Also, due to unanticipated probation officer vacancies in other areas after the submission of the original grant application, the Department was unable to identify and dedicate the additional three officers to DV-AMP activities until May 1, 2013 (2 officers) and September 1, 2013 (1 officer).

**Description of pending activities to be completed during the requested extension period and how grant funds will be utilized during the requested extension:**

During the no cost extension period, domestic violence probationers will continue to be supervised on specialized caseloads as follows:

Higher risk domestic violence probationers will be supervised by the three existing BJA grant funded probation officers on specialized caseloads at a ratio of 1:70. A fourth probation officer position (one of the current department funded officers working on BJA grant activities) will be designated as a maintenance caseload which domestic violence offenders will transition to as their risk level decreases. Due to the severity and nature of the offense, strangulation cases may remain on the higher risk caseloads

120

even when risk level decreases, but will be staffed to determine if appropriate to transfer to the maintenance caseload.

Prior to the BJA Grant award, domestic violence probationers were supervised on 45 different regular caseloads, where the probation officer to probationer ratio was 1 to 115. BJA funding positioned our Department to supervise domestic violence probationers on specialized caseloads at much smaller ratios. After the BJA grant ends, our Department will maintain specialized caseloads for the supervision of domestic violence offenders. The no-cost extension period will provide our Department the opportunity to monitor the implementation of the redistribution of the caseloads among the 4 specialized probation officers for several months and will inform us of any further changes that may be needed as we continue to sustain specialized supervision of domestic violence probationers after the no cost extension ends.

Additionally, during the no cost extension period, we hope to either have a consultant such as Bill Schaefer or comparable provide a booster training to the DV-AMP team and/or identify additional domestic violence training opportunities for DV-AMP team members to attend. A revised project timeline has been attached.

It is anticipated that not all of the unobligated funds will be utilized during the no-cost extension period. Below is a breakdown of projected expenses during the no cost extension. Expenses are noted in further detail on the attached budget for the no cost extension period.

**Projected expenses during the no-cost extension period**

Category	Amount
Personnel	\$54,970.00
Fringe	\$17,535.00
Supplies	\$500.00
Travel	\$2,878.00
Consultant	\$2,052.50
Indirect	\$1,559.00
Total	\$79,494.50

A grant adjustment notice will be submitted during the no cost extension if any additional unobligated funds are needed beyond what is projected above.

Thank you for your consideration of this no-cost extension request.

Sincerely,  
Charles Robinson, Director

cc: Rosie Ramón-Durán, Assistant Director  
Christie Williams, Project Director

121

**Revised Project Timeline as of August 25, 2014:**  
**Travis County Adult Probation Domestic Violence Accountability Management**  
**Program (DV-AMP)**

<b>Goal</b>	<b>Related Objective</b>	<b>Activity</b>	<b>Date</b>	<b>Responsible Individual</b>
Improve supervision strategies to reduce recidivism	Develop and implement evidence-based strategies to improve the supervision of probationers and reduce recidivism.	<ol style="list-style-type: none"> <li>1. Implementation of TCIS for DV caseloads</li> <li>2. Placement on specialized DV caseloads</li> <li>3. Development/use of Supervision Accountability Plan (SAP)</li> <li>4. Design and implement sanctions docket</li> <li>5. Use of risk/needs assessment</li> <li>6. Use of DV assessment/Hare</li> <li>7. DV/Victim Training for DV-AMP Team</li> </ol>	<ol style="list-style-type: none"> <li>1. Nov. 2012</li> <li>2. Ongoing</li> <li>3. Nov. 2012/ Ongoing</li> <li>4. Nov. 2012</li> <li>5. Ongoing</li> <li>6. Ongoing</li> <li>7. Ongoing</li> </ol>	<ol style="list-style-type: none"> <li>1. Project Director</li> <li>2. Project Director</li> <li>3. Project Director/PO</li> <li>4. Project Director</li> <li>5. Assessors</li> <li>6. Assessors</li> <li>7. Project Director</li> </ol>
Promote jurisdictional collaboration re: DV	Identify intercept points to support improved accountability for DV offenders	<ol style="list-style-type: none"> <li>1. Develop DV-AMP Team</li> <li>2. Develop DV-AMP coordination practices</li> </ol>	Dec. 2012/ Feb. 2013	Project Director
Evaluate DV-AMP Model and related activities	Formalize development of evaluation process and evaluation team	<ol style="list-style-type: none"> <li>1. Evaluation Partner designs model in conjunction with TCAP and consultants</li> <li>2. Track service delivery/performance measures</li> <li>3. Process Evaluation</li> <li>4. Outcome Evaluation</li> </ol>	<ol style="list-style-type: none"> <li>1. Oct. 2012/ Nov. 2012</li> <li>2. Ongoing</li> <li>3. May 2013/ May 2014</li> <li>4. Ongoing</li> </ol>	<ol style="list-style-type: none"> <li>1. Evaluator/ Project Director</li> <li>2. TCAP staff</li> <li>3. Evaluator</li> <li>4. Evaluator</li> </ol>

122

**Travis County Adult Probation Domestic Violence Accountability Management Program  
Budget Request - No Cost Extension Period**

1

**October 1, 2014 - February 28, 2015**

Current unobligated balance as of August 25, 2014: \$132,007

**A. Personnel**

Name/Position	Computation	Cost
Probation Officer	5 mos @ \$3743/mo	\$ 18,715.00
Probation Officer	5 mos @ \$3627/mo	\$ 18,135.00
Probation Officer	5 mos @ \$3624/mo	\$ 18,120.00
Project Director/Grant Coordinator	In-Kind Position	\$ -
Probation Officers	In-Kind Positions	\$ -
Assessors	In-Kind Positions	\$ -
<b>Sub-Total</b>		<b>\$ 54,970.00</b>

**B. Fringe Benefits**

Name/Position	Computation	Cost
Retirement	12.27%	\$ 6,745.00
FICA-OASDI	1.45%	\$ 797.00
FICA-Medicare	6.20%	\$ 3,408.00
Health Insurance	(\$439 *5) * 3	\$ 6,585.00
<b>Sub-Total</b>		<b>\$ 17,535.00</b>

**Total Personnel & Fringe Benefits**

**\$ 72,505.00**

**C. Travel**

Purpose of Travel	Location	Item	Computation	Cost
Conference pertaining to Domestic Violence	In state (Texas)	Conference registration for 4 people	\$150 per person * 4	\$600.00
Conference pertaining to Domestic Violence	In state (Texas)	Mileage for 4 people to attend conference	400 miles round trip *0.565 per mile	\$226.00
Conference pertaining to Domestic Violence	In state (Texas)	Lodging for 4 people for 2 nights	\$150/day * 2 days lodging * 4 people	\$1,200.00
Conference pertaining to Domestic Violence	In state (Texas)	Meals for 4 people for 3 days	\$71/day * 3 days * 4 people	\$852.00
		<b>Total</b>		<b>\$2,878.00</b>

**D. Equipment**

Total 0

**E. Supply Items**

Supply Items	Computation	Cost
Program Materials/Office Supplies	various	\$ 500.00

Total \$ 500.00

**F. Construction**

Total 0

103

**Travis County Adult Probation Domestic Violence Accountability Management Program  
Budget Request - No Cost Extension Period**

2

**G. Consultants/Contracts****Consultant Fees**

Name of Consultant	Service Provided	Computation	Cost
Bill Schaefer or comparable	Domestic Violence Training	\$450/day x 2 days	\$ 900.00
<b>Sub-Total</b>			<b>\$ 900.00</b>

**Consultant Expenses**

Purpose of Travel	Location	Item	Computation	Cost
Training 1: Domestic Violence Training for DV-AMP Team (2 days of training)	Austin, TX	Travel for 1 trainer	\$625 airfare * 1 trainer	\$ 625.00
Training 1: Domestic Violence Training for DV-AMP Team (2 days of training)	Austin, TX	Lodging for trainer	\$175/day * 2 nights lodging	\$ 350.00
Training 1: Domestic Violence Training for DV-AMP Team (2 days of training)	Austin, TX	Meals for trainer	\$71/day * 2.5 days	\$ 177.50
<b>Sub-Total</b>				<b>\$ 1,152.50</b>

**Total Consultant****\$ 2,052.50****H. Other Costs****Total 0****I. Indirect Costs**

Description	Computation	Cost
Indirect Cost	2%	\$ 1,559.00
<b>Total</b>		<b>\$ 1,559.00</b>

**Budget Summary - No Cost Extension period**

Budget Category	Amount
<b>A. Personnel</b>	\$ 54,970.00
<b>B. Fringe Benefits</b>	\$ 17,535.00
<b>C. Travel</b>	\$ 2,878.00
<b>D. Equipment</b>	\$ -
<b>E. Supply Items</b>	\$ 500.00
<b>F. Construction</b>	\$ -
<b>G. Consultants/Contracts</b>	\$ 2,052.50
<b>H. Other Costs</b>	\$ -
<b>Total Direct Costs</b>	<b>\$ 77,935.50</b>
<b>I. Indirect Costs</b>	\$ 1,559.00
<b>TOTAL PROJECT COSTS</b>	<b>\$ 79,494.50</b>
<b>Federal Request</b>	\$ 79,494.50
<b>Non-Federal Amount</b>	\$ -

124

**Travis County Adult Probation Domestic Violence Accountability Management Program  
Budget Request - No Cost Extension Period**

125



## Travis County Commissioners Court Agenda Request

**Meeting Date:** 9/30/14

**Prepared By/Phone Number:** Cynthia Laro-Boldan, 854-4822

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

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

### AGENDA LANGUAGE:

Consider and take appropriate action on 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 – 14.

##### FY 15 Temporary Position Extensions – Page 9 - 14.

Approval requested to **extend** temporary position end dates effective October 1, 2014. HRMD has reviewed appropriate documentation; PBO has confirmed FY 15 funding.

- \* Temporary "Hourly No Benefits" Positions (employment less than 6 months).
- \* Temporary "Hourly With Retirement" Positions (employment more than 6 months).

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.

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

**REQUIRED AUTHORIZATIONS:**

Todd Osburn, Human Resources Management Department, 854-2744

Debbie Maynor, Human Resources Management Department, 854-9170

Leroy Nellis, 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](mailto: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, 4<sup>th</sup> Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-9757

**September 30, 2014**

**ITEM # :**

**DATE:** September 19, 2014

**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:**  Leroy Nellis, County Executive, Planning and Budget

**FROM:** Debbie Maynor, Director, HRMD *SLO - per DM*

**SUBJECT:** Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

**Routine Personnel Actions – Pages 2 – 14.**

**FY 15 Temporary Position Extensions – Pages 9 - 14.**

Approval requested to **extend** temporary position end dates effective October 1, 2014. HRMD has reviewed appropriate documentation; PBO has confirmed FY 15 funding.

- \* Temporary "Hourly No Benefits" Positions (employment less than 6 months).
- \* Temporary "Hourly With Retirement" Positions (employment more than 6 months).

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

LN/DM/TLO

**Attachments**

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

## WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Created on 9/25/14 at 2:04 pm

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT		NEW	
				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	10/01/2014	N/A	N/A	1400 - Information Technology Service	30000375 / Business Analyst II / 1 - Regular / 01 - Full Time Exempt / GRD24 / 00 / \$69,368.00	
New Hire	New Hire	09/15/2014	N/A	N/A	1450 - Facilities Management	30000441 / Office Specialist / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$34,621.60	
New Hire	New Hire	09/08/2014	N/A	N/A	1450 - Facilities Management	30000604 / Building Maintenance Work / 1 - Regular / 02 - Full Time Non-Exempt / GRD11 / 00 / \$26,417.46	
New Hire	New Hire	09/22/2014	N/A	N/A	1450 - Facilities Management	30000583 / Building Maintenance Worker Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$33,883.20	
New Hire	New Hire	09/16/2014	N/A	N/A	1600 - Juvenile Public Defender	30052852 / Law Clerk II / 2 - Temporary / 06 - Hourly - No Bnf / GRD19 / 00 / \$21.81	
New Hire	New Hire	09/22/2014	N/A	N/A	1700 - Transportation and Nat Rsrc	30004761 / Environmental Specialist / 1 - Regular / 02 - Full Time Non-Exempt / GRD18 / 00 / \$42,382.08	

September 30, 2014

2

## WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Created on 9/25/14 at 5:04 pm

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT		NEW	
				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	09/15/2014	N/A	N/A	1700 - Transportation and Nat Rsrc	30051755 / Park Maintenance Worker / 1 - Regular / 02 - Full Time Non-Exempt / GRD09 / 00 / \$28,245.57	
New Hire	New Hire	09/22/2014	N/A	N/A	1700 - Transportation and Nat Rsrc	30004708 / Engineering Inspector Spe / 4 - Special Project / 02 - Full Time Non-Exempt / GRD16 / 00 / \$42,577.60	
New Hire	New Hire	09/22/2014	N/A	N/A	1700 - Transportation and Nat Rsrc	30005623 / School Crossing Guard / 2 - Temporary / 05 - Hourly - Retmt / GRD11 / 00 / \$13.00	
New Hire	New Hire	09/24/2014	N/A	N/A	1800 - Rcd Mgmt and Comm Rsrc	30052755 / Imaging Production Tech / 2 - Temporary / 06 - Hourly - No Bnf / GRD11 / 00 / \$12.71	
New Hire	New Hire	09/10/2014	N/A	N/A	1800 - Rcd Mgmt and Comm Rsrc	30052730 / Imaging Production Tech / 2 - Temporary / 06 - Hourly - No Bnf / GRD11 / 00 / \$12.71	
New Hire	New Hire	09/16/2014	N/A	N/A	1850 - Health and Human Sv and Vet Sv	30005301 / Interpreter Sign Language / 2 - Temporary / 05 - Hourly - Retmt / GRD25 / 00 / \$38.00	

## WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Created on 9/25/14 at 5:04 pm

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	09/15/2014	N/A	N/A	3100 - County Attorney	30000810 / Attorney VII / 1 - Regular / 01 - Full Time Exempt / GRD30 / 00 / \$95,524.21
New Hire	New Hire	09/16/2014	N/A	N/A	3100 - County Attorney	30000910 / Office Specialist / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$29,099.20
New Hire	New Hire	09/15/2014	N/A	N/A	3100 - County Attorney	30000901 / Office Specialist / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$29,952.00
New Hire	New Hire	09/02/2014	N/A	N/A	3150 - County Clerk	30001014 / Office Asst / 2 - Temporary / 05 - Hourly - Retmt / GRD10 / 00 / \$11.87
New Hire	New Hire	08/18/2014	N/A	N/A	3150 - County Clerk	30000961 / Office Asst / 2 - Temporary / 05 - Hourly - Retmt / GRD10 / 00 / \$11.87
New Hire	New Hire	09/03/2014	N/A	N/A	3150 - County Clerk	30006534 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$14.00
New Hire	New Hire	09/15/2014	N/A	N/A	3150 - County Clerk	30006738 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$14.00

September 30, 2014

4

## WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Created on 9/25/14 at 5:04 pm

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT		NEW	
				Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate	New Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate	Amt
New Hire	New Hire	09/15/2014	N/A	N/A	3200 - District Clerk	30001101 / Court Clerk Asst / 1 - Regular / 02 - Full Time Non-Exempt / GRD11 / 00 / \$27,206.40	
New Hire	New Hire	09/08/2014	N/A	N/A	3300 - District Attorney	30001419 / Victim Counselor Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD17 / 00 / \$40,809.60	
New Hire	New Hire	08/25/2014	N/A	N/A	3400 - Justice of the Peace Pct 1	30005869 / ACC Intern / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$12.00	
New Hire	New Hire	08/18/2014	N/A	N/A	3650 - Juvenile Probation	30004265 / Juvenile Detention Office / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,158.40	
New Hire	New Hire	09/16/2014	N/A	N/A	3650 - Juvenile Probation	30004571 / Social Worker / 1 - Regular / 01 - Full Time Exempt / GRD18 / 00 / \$44,928.00	
Re-Hire	Re-Hire	09/08/2014	N/A	N/A	3100 - County Attorney	30000895 / Office Asst / 2 - Temporary / 06 - Hourly - No Bnf / GRD10 / 00 / \$11.87	
Re-Hire	Re-Hire	09/10/2014	N/A	N/A	3150 - County Clerk	30006690 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$12.00	

September 30, 2014

5

## WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Created on 9/25/14 at 5:04 pm

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT		NEW	
				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	
Re-Hire	Re-Hire	09/15/2014	N/A	N/A	3150 - County Clerk	30006762 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$14.00	
Re-Hire	Re-Hire	09/08/2014	N/A	N/A	3150 - County Clerk	30006150 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$12.00	
Re-Hire	Re-Hire	09/10/2014	N/A	N/A	3150 - County Clerk	30006435 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$12.00	
Re-Hire	Re-Hire	08/25/2014	N/A	N/A	3300 - District Attorney	30001465 / Law Clerk II / 2 - Temporary / 05 - Hourly - Retmt / GRD19 / 00 / \$21.81	
Mobility	Promotion	09/16/2014	1700 - Transportation and Nat Rsrc	30004617 / School Crossing Guard Supv / 1 - Regular / 02 - Full Time Non-Exempt / GRD11 / 00 / \$33,332.32	1700 - Transportation and Nat Rsrc	30004616 / Risk Safety Specialist I / 1 - Regular / 01 - Full Time Exempt / GRD18 / 00 / \$43,653.54	
Mobility	Promotion	09/16/2014	1700 - Transportation and Nat Rsrc	30004826 / Park Maintenance Worker / 1 - Regular / 02 - Full Time Non-Exempt / GRD09 / 00 / \$26,712.80	1700 - Transportation and Nat Rsrc	30004830 / Park Maintenance Worker Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD11 / 00 / \$30,388.80	

## WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Created on 9/25/14 at 5:04 pm

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
Mobility	Promotion	08/25/2014	3200 - District Clerk	30051603 / Court Clerk Asst / 1 - Regular / 02 - Full Time Non-Exempt / GRD11 / 00 / \$26,417.46	3200 - District Clerk	30001163 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$30,238.83
Mobility	Temporary to Regular	10/01/2014	1800 - Rcd Mgmt and Comm Rsrc	30052327 / Mailroom Services Asst / 2 - Temporary / 06 - Hourly - No Bnf / GRD09 / 00 / \$11.09	1800 - Rcd Mgmt and Comm Rsrc	30005213 / Mailroom Services Asst / 1 - Regular / 04 - Part Time Non-Exempt / GRD09 / 00 / \$11,876.80
Mobility	Temporary to Regular	09/24/2014	1850 - Health and Human Sv and Vet Sv	30005969 / Office Specialist / 2 - Temporary / 05 - Hourly - Retmt / GRD12 / 00 / \$14.42	1850 - Health and Human Sv and Vet Sv	30005427 / Office Asst / 1 - Regular / 02 - Full Time Non-Exempt / GRD10 / 00 / \$29,993.60
Mobility	Voluntary Reassignment	09/16/2014	3500 - Sheriff	30005896 / Corrections Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30002236 / 1 - Regular / 02 - Full Time Non-Exempt / Security Coord / GRD13 / 00 / \$35,692.80
Mobility	Voluntary Reassignment	09/17/2014	3500 - Sheriff	30002500 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26	3500 - Sheriff	30002731 / Security Coord / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$37,042.72
Salary Change	Salary/Hourly Rate Change	10/01/2014	1800 - Rcd Mgmt and Comm Rsrc	30005220 / Reprographics Production Tech / 1 - Regular / 02 - Full Time Non-Exempt / GRD11 / 00 / \$29,785.27	1800 - Rcd Mgmt and Comm Rsrc	GRD11 / 00 / \$32,763.80
Salary Change	Salary/Hourly Rate Change	10/01/2014	1800 - Rcd Mgmt and Comm Rsrc	30050242 / Administrative Assoc / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$38,134.72	1800 - Rcd Mgmt and Comm Rsrc	GRD16 / 00 / \$41,948.19

September 30, 2014

7

## WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Created on 9/25/14 at 5:04 pm

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT		NEW	
				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	
Salary Change	Salary/Hourly Rate Change	09/16/2014	3200 - District Clerk	30001131 / Accountant Assoc / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / \$38,210.14	3200 - District Clerk	GRD14 / 00 / \$39,356.45	
Salary Change	Salary/Hourly Rate Change	09/16/2014	3200 - District Clerk	30001126 / Accountant Sr / 1 - Regular / 01 - Full Time Exempt / GRD19 / 00 / \$51,069.89	3200 - District Clerk	GRD19 / 00 / \$52,601.99	
Salary Change	Salary/Hourly Rate Change	09/16/2014	3200 - District Clerk	30001124 / Financial Analyst / 1 - Regular / 01 - Full Time Exempt / GRD18 / 00 / \$51,190.51	3200 - District Clerk	GRD18 / 00 / \$52,726.23	
Salary Change	Salary/Hourly Rate Change	09/16/2014	3200 - District Clerk	30001128 / Accountant / 1 - Regular / 01 - Full Time Exempt / GRD17 / 00 / \$44,673.90	3200 - District Clerk	GRD17 / 00 / \$46,014.12	
Salary Change	Salary/Hourly Rate Change	09/16/2014	3415 - Justice of the Peace Pct 4	30001702 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$35,093.77	3415 - Justice of the Peace Pct 4	GRD13 / 00 / \$35,692.80	
Salary Change	Salary/Hourly Rate Change	09/16/2014	3415 - Justice of the Peace Pct 4	30001696 / Court Clerk II Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$43,854.93	3415 - Justice of the Peace Pct 4	GRD16 / 00 / \$46,280.00	

8

**FY 15 TEMPORARY POSITION EXTENSIONS - TEMPORARY HOURLY NO BENEFIT POSITIONS**

<b>Personnel Area</b>	<b>Position Number</b>	<b>Position Title</b>
Constable Pct 1	30051426	ACC Intern
Constable Pct 5	30051476	Office Asst
County Attorney	30000891, 30000892, 30000893, 30000894, 30000895, 30000896, 30000897, 30000898	Office Asst
County Commissioner 2	30052001	ACC Intern
Facilities Management	30005542, 30051876, 30051877	Custodian
Facilities Management	30000450, 30000454, 30005979, 30005980	Groundskeeper
Health and Human Sv and Vet Sv	30052401, 30052402, 30052451, 30052576, 30052626, 30052752	Office Specialist
Human Resources Management	30005579	ACC Intern
Human Resources Management	30051501	Human Resources Asst II
Human Resources Management	30052951	Medical Assistant
Information Technology Service	30052328, 30052329	Intern
Justice of the Peace Pct 1	30005869	ACC Intern
Juvenile Public Defender	30052852	Law Clerk II
Probate Court	30052452	Law Clerk I
Purchasing Office	30005543	Pur Support Specialist I

**FY 15 TEMPORARY POSITION EXTENSIONS - TEMPORARY HOURLY NO BENEFIT POSITIONS**

<b>Personnel Area</b>	<b>Position Number</b>	<b>Position Title</b>
Rcd Mgmt and Comm Rsrc	30005628	ACC Intern
Rcd Mgmt and Comm Rsrc	30052753, 30052754, 30052755	Imaging Production Tech
Rcd Mgmt and Comm Rsrc	30052327	Mailroom Services Asst
STAR Flight	30050927	Helicopter Pilot Sr
Tax Collector	30052301, 30052530, 30052751	Administrative Asst I
Transportation and Nat Rsrc	30052152	Intern
Transportation and Nat Rsrc	30004864, 30004866, 30004867, 30004872, 30004898, 30004906, 30004907, 30004909, 30004910, 30004913, 30004928, 30050006, 30050007, 30050008, 30050009, 30050010, 30050011, 30050012, 30050014, 30050015, 30050017, 30050019, 30050020, 30050021, 30051279, 30051280, 30051281, 30051376, 30051377, 30051379	Park Tech I

This section left blank intentionally.

**FY 15 TEMPORARY POSITION EXTENSIONS - TEMPORARY HOURLY WITH RETIREMENT POSITIONS**

<b>Personnel Area</b>	<b>Position Number</b>	<b>Position Title</b>
Civil Courts	30001257, 30001258, 30001260, 30001263, 30001265	Court Bailiff
Civil Courts	30001255	Court Operations Officer
Counseling and Education Sv	30003788, 30003796, 30003815, 30003844, 30003848, 30003849, 30003850, 30003854, 30003856, 30003857, 30003858, 30003861, 30003863, 30003864, 30003866, 30003868, 30003869, 30003870, 30003871, 30003872, 30003873, 30003874, 30003875, 30003876, 30003877, 30003878, 30005930, 30005932, 30005933, 30050283	Counselor
Counseling and Education Sv	30003789, 30003797, 30003798, 30003800, 30003801, 30003805, 30003810, 30003846, 30003851, 30003855	Office Specialist
Counseling and Education Sv	30050132	Social Services Aide
County Attorney	30000880	Social Services Program Specialist Assoc
County Commissioner 3	30051102	Office Specialist Sr
Facilities Management	30000562, 30000564, 30000566	Building Operations Worker
Facilities Management	30000517, 30000518, 30000519, 30000520, 30000524, 30000527, 30000528, 30000529, 30000531, 30000532, 30000533, 30005982, 30052651, 30052801, 30052802, 30052803	Building Security Guard
Facilities Management	30000512, 30000556, 30000559, 30000560, 30000561, 30000565, 30000570, 30000574, 30000575, 30000576, 30000577, 30000578	Custodian

**FY 15 TEMPORARY POSITION EXTENSIONS - TEMPORARY HOURLY WITH RETIREMENT POSITIONS**

<b>Personnel Area</b>	<b>Position Number</b>	<b>Position Title</b>
Health and Human Sv and Vet Sv	30051551	Case Worker
Health and Human Sv and Vet Sv	30005312, 30052726	Interpreter Sign Language II
Health and Human Sv and Vet Sv	30005304, 30005307, 30005308, 30005313, 30005320, 30050955	Interpreter Sign Language III
Health and Human Sv and Vet Sv	30005295, 30005296, 30005306, 30005309, 30005317, 30005322, 30005323, 30005325, 30005336, 30005337, 30005968, 30006013, 30050298, 30050851, 30050852, 30052127, 30052727	Interpreter Sign Language IV
Health and Human Sv and Vet Sv	30005299, 30005300, 30005301, 30005315, 30005319, 30005331, 30005572, 30050901, 30051777, 30051778	Interpreter Sign Language V
Health and Human Sv and Vet Sv	30005297, 30005298, 30005305, 30005310, 30005311, 30005327, 30005328, 30005330, 30005332, 30005338, 30005339, 30005340, 30005571, 30005971, 30005973, 30051201, 30051776, 30052201, 30052578, 30052728	Interpreter Sign Language VI
Health and Human Sv and Vet Sv	30005441, 30005467, 30005969, 30006004, 30050401, 30050426, 30050826, 30051077	Office Specialist
Health and Human Sv and Vet Sv	30052505	Planner
Health and Human Sv and Vet Sv	30052126	Volunteer Coord
Information Technology Service	30000430	Contract Compliance Specialist
Justice of the Peace Pct 1	30052926	Planner

**FY 15 TEMPORARY POSITION EXTENSIONS - TEMPORARY HOURLY WITH RETIREMENT POSITIONS**

<b>Personnel Area</b>	<b>Position Number</b>	<b>Position Title</b>
Juvenile Probation	30050231	Building Maintenance Worker
Juvenile Probation	30004460	Cook
Juvenile Probation	30004480	Housekeeper
Juvenile Probation	30004183, 30004184, 30004185, 30004186, 30004187, 30004188, 30004189, 30004190, 30004191, 30004193, 30004195, 30004198, 30004204, 30004205, 30004211, 30004215, 30004216, 30004217	Juvenile Detention Officer Asst
Juvenile Probation	30004311, 30004312, 30004313, 30004314, 30004315, 30004316, 30004317, 30004322, 30004323, 30004324, 30004325, 30004327, 30004329, 30004331, 30004332, 30004336, 30004337, 30004338, 30004339, 30004343, 30004346, 30004350, 30004351, 30004352, 30004353, 30004354, 30004355, 30004357	Juvenile Rsdnt Treatment Officer Asst
Juvenile Probation	30004493	Licensed Vocational Nurse
Juvenile Probation	30004432	Office Asst
Pretrial Services	30005989	Pretrial Officer III
Probate Court	30050102, 30050526	Accountant Assoc
Probate Court	30005613	Law Clerk I
Rcd Mgmt and Comm Rsrc	30005195	Attorney I
Rcd Mgmt and Comm Rsrc	30051751	Attorney III
Rcd Mgmt and Comm Rsrc	30005197, 30050284	Law Librarian
Rcd Mgmt and Comm Rsrc	30005181	Office Specialist
STAR Flight	30005976, 30051327	STAR Flight Medical Director
Tax Collector	30000169, 30005851	Administrative Asst I

**FY 15 TEMPORARY POSITION EXTENSIONS - TEMPORARY HOURLY WITH RETIREMENT POSITIONS**

<b>Personnel Area</b>	<b>Position Number</b>	<b>Position Title</b>
Transportation and Nat Rsrc	30004675	GIS Specialist
Transportation and Nat Rsrc	30004769, 30004772, 30004773, 30004774, 30004850, 30004851, 30004852, 30004856, 30004858, 30004859, 30004870, 30004877, 30004883, 30004884, 30004888, 30004889, 30004892, 30004896, 30004899, 30004903,  30004904, 30004915, 30004918, 30004922, 30004923, 30004927, 30050016, 30050018, 30050232	Park Tech I
Transportation and Nat Rsrc	30004770, 30004771, 30004828, 30004854, 30004873, 30004881, 30004882, 30004891, 30004894, 30004895, 30004897, 30004912, 30004921, 30004924, 30005557, 30005693	Park Tech II
Transportation and Nat Rsrc	30004618, 30004619, 30004620, 30004621, 30004622, 30004623, 30004624, 30004625, 30004626, 30004627, 30004628, 30004629, 30004630, 30004631, 30004632, 30004633, 30004634, 30004635, 30004636, 30004638,  30004639, 30004640, 30004641, 30004642, 30004643, 30004644, 30004645, 30004646, 30004647, 30004648, 30004649, 30004650, 30004651, 30004652, 30004653, 30004654, 30004655, 30004656, 30005555, 30005556,  30005623, 30005624	School Crossing Guard

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

\_\_\_\_\_  
**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



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 30, 2014

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

**Elected/Appointed Official/Dept. Head:** Leroy Nellis/County Executive - Succession

**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 \$793,643.90 for the period of September 12 to September 18, 2014.

### 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 \$793,643.90.

### ISSUES AND OPPORTUNITIES:

See attached.

### FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$793,643.90

### 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](mailto: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:** September 30, 2014

**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 12 to September 18, 2014

**REIMBURSEMENT REQUESTED  
FOR THIS PERIOD:** \$793,643.90

**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 \$793,643.90.

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 12, 2014 TO SEPTEMBER 18, 2014**

-

- 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: September 30, 2014  
 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 12, 2014  
 TO: September 18, 2014

**REIMBURSEMENT REQUESTED:** **\$ 793,643.90**

**SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:**

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 2,123,993.10
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: Sept 23, 2014	\$ (1,330,349.20)
SAP corr	\$ -
Misc Adj	\$ -
<b>TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:</b>	<b>\$ 793,643.90</b>
<b>TRANSFER OF FUNDS REQUESTED:</b>	<b>\$ 793,643.90</b>

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

All claims over \$25,000 (2 this week totaling \$107,402.16) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

Fifteen percent (15%) of all claims under \$25,000 (\$107,563.86) 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 \$275,000 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 \$786,169.24.

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.

*Debbie Maynor* 9/22/14  
 Debbie Maynor, Director, HRMD Date

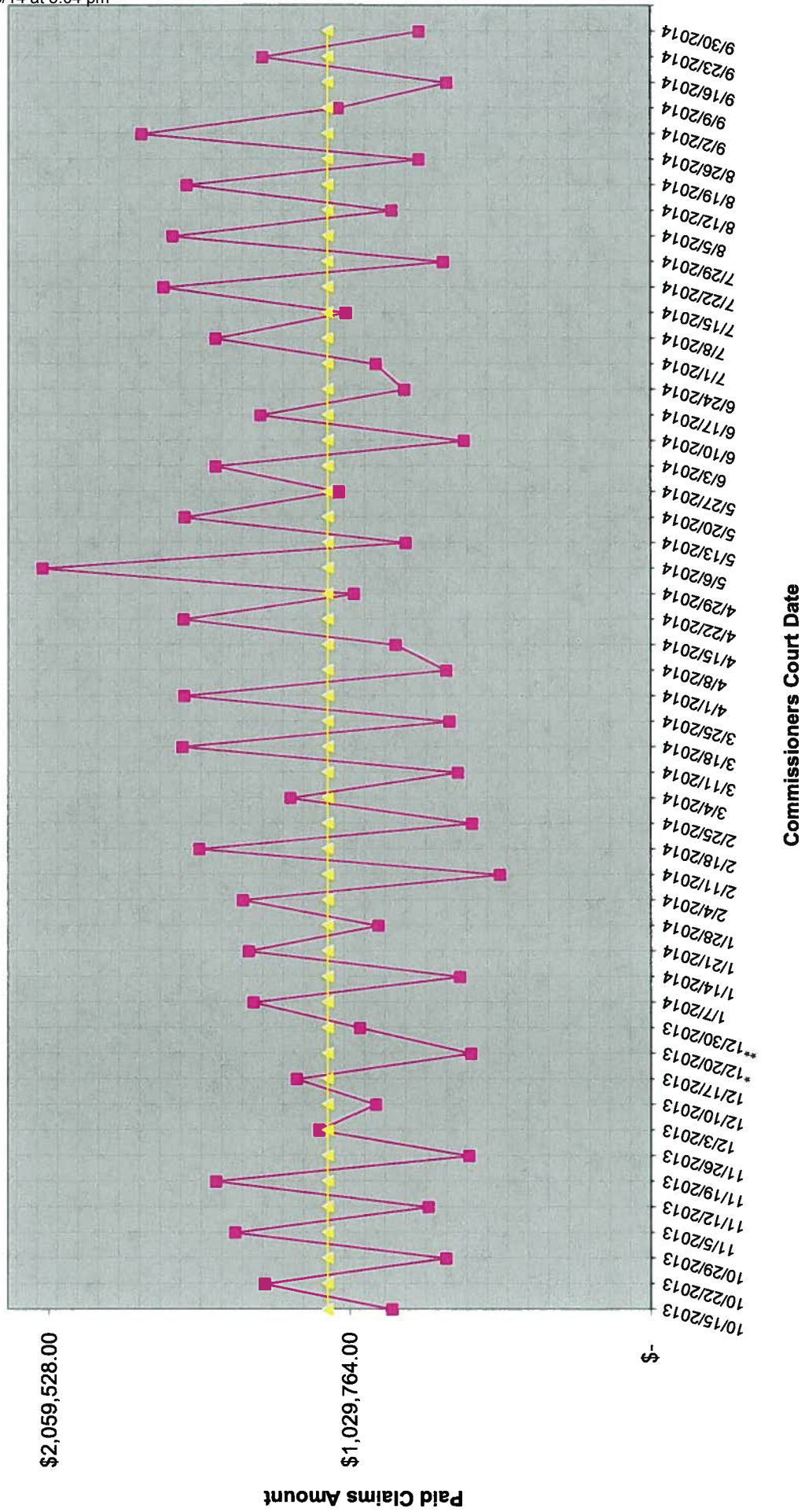
*Joan Rabb* 9/22/14  
 Joan Rabb, Benefits Manager Date

*Shannon Steele* 9/22/14  
 Shannon Steele, Benefits Administrator Date

*Norman McRee* 9/22/14  
 Norman McRee, Financial Analyst Date

\*\* Agrees to the total payments for this period per the check register received from UHC. See the final page of this period's check register attached.

**Travis County Employee Benefit Plan  
FY14 Paid Claims vs Original Weekly Claims Budget of \$1,029,764.52**



**Travis County Employee Benefit Plan  
FY14 Weekly Paid Claims VS Weekly Budgeted Amount**

W k	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2014 % of Budget Spent	FY 2013 % of Budget Spent
1	9/27/2013	10/3/2013	10/15/2013	\$ 885,221.27	\$ 1,106,687.60	5	\$ 195,295.06	1.54%	1.68%
2	10/4/2013	10/10/2013	10/22/2013	\$ 1,321,181.23	\$ 1,106,687.60	1	\$ 164,720.00	3.83%	4.42%
3	10/11/2013	10/17/2013	10/29/2013	\$ 701,263.92	\$ 1,106,687.60	1	\$ 82,224.03	5.05%	6.07%
4	10/18/2013	10/24/2013	11/5/2013	\$ 1,423,282.56	\$ 1,106,687.60	4	\$ 168,709.40	7.53%	8.24%
5	10/25/2013	10/31/2013	11/12/2013	\$ 761,418.64	\$ 1,106,687.60	2	\$ 106,445.83	8.85%	9.25%
6	11/1/2013	11/7/2013	11/19/2013	\$ 1,488,394.58	\$ 1,106,687.60	3	\$ 109,031.75	11.44%	13.29%
7	11/8/2013	11/14/2013	11/26/2013	\$ 622,321.91	\$ 1,106,687.60	1	\$ 29,825.79	12.52%	15.02%
8	11/15/2013	11/21/2013	12/3/2013	\$ 1,135,426.11	\$ 1,106,687.60	1	\$ 40,089.30	14.49%	17.32%
9	11/22/2013	11/28/2013	12/10/2013	\$ 940,233.39	\$ 1,106,687.60	2	\$ 222,703.69	14.76%	18.28%
10	11/29/2013	12/5/2013	12/17/2013	\$ 1,212,118.51	\$ 1,106,687.60	5	\$ 182,392.18	16.86%	20.94%
11	12/6/2013	12/12/2013	*12/20/2013	\$ 615,656.75	\$ 1,106,687.60	3	\$ 107,366.02	17.93%	23.72%
12	12/13/2013	12/19/2013	**12/30/2013	\$ 995,001.70	\$ 1,106,687.60	3	\$ 358,745.50	19.66%	26.12%
13	12/20/2013	12/26/2013	1/7/2014	\$ 1,360,704.88	\$ 1,106,687.60	3	\$ 222,051.40	22.03%	27.88%
14	12/27/2013	1/2/2014	1/14/2014	\$ 653,436.13	\$ 1,106,687.60	1	\$ 28,139.66	23.16%	28.75%
15	1/3/2014	1/9/2014	1/21/2014	\$ 1,376,963.18	\$ 1,106,687.60	4	\$ 155,466.04	25.56%	30.39%
16	1/10/2014	1/16/2014	1/28/2014	\$ 932,402.70	\$ 1,106,687.60	5	\$ 310,357.04	27.18%	31.62%
17	1/17/2014	1/23/2014	2/4/2014	\$ 1,396,783.17	\$ 1,106,687.60	2	\$ 80,497.62	29.60%	34.58%
18	1/24/2014	1/30/2014	2/11/2014	\$ 515,683.34	\$ 1,106,687.60	2	\$ 130,646.43	30.50%	35.73%
19	1/31/2014	2/6/2014	2/18/2014	\$ 1,545,248.14	\$ 1,106,687.60	4	\$ 214,487.53	33.18%	38.08%
20	2/7/2014	2/13/2014	2/25/2014	\$ 611,759.43	\$ 1,106,687.60	0	\$ -	34.25%	39.28%
21	2/14/2014	2/20/2014	3/4/2014	\$ 1,233,909.99	\$ 1,106,687.60	4	\$ 133,153.83	36.39%	42.16%
22	2/21/2014	2/27/2014	3/11/2014	\$ 660,394.37	\$ 1,106,687.60	1	\$ 32,174.24	37.54%	43.40%
23	2/28/2014	3/6/2014	3/18/2014	\$ 1,603,217.96	\$ 1,106,687.60	7	\$ 331,213.98	40.32%	45.52%
24	3/7/2014	3/13/2014	3/25/2014	\$ 688,786.64	\$ 1,106,687.60	3	\$ 141,879.50	41.52%	47.04%
25	3/14/2014	3/20/2014	4/1/2014	\$ 1,597,535.37	\$ 1,106,687.60	3	\$ 173,339.16	44.30%	49.48%
26	3/21/2014	3/27/2014	4/8/2014	\$ 700,301.00	\$ 1,106,687.60	3	\$ 92,139.61	45.51%	51.79%
27	3/28/2014	4/3/2014	4/15/2014	\$ 872,967.78	\$ 1,106,687.60	4	\$ 143,618.18	47.03%	53.36%
28	4/4/2014	4/10/2014	4/22/2014	\$ 1,599,892.53	\$ 1,106,687.60	3	\$ 152,608.89	49.81%	55.92%
29	4/11/2014	4/17/2014	4/29/2014	\$ 1,015,027.15	\$ 1,106,687.60	3	\$ 269,777.73	51.58%	57.78%
30	4/18/2014	4/24/2014	5/6/2014	\$ 2,082,333.51	\$ 1,106,687.60	9	\$ 512,959.72	55.19%	60.43%
31	4/25/2014	5/1/2014	5/13/2014	\$ 839,403.51	\$ 1,106,687.60	4	\$ 141,146.67	56.65%	62.01%
32	5/2/2014	5/8/2014	5/20/2014	\$ 1,596,258.02	\$ 1,106,687.60	5	\$ 305,545.38	59.43%	64.62%
33	5/9/2014	5/15/2014	5/27/2014	\$ 1,069,244.41	\$ 1,106,687.60	8	\$ 463,508.51	61.28%	65.78%
34	5/16/2014	5/22/2014	6/3/2014	\$ 1,489,967.60	\$ 1,106,687.60	5	\$ 289,392.05	63.87%	68.09%
35	5/23/2014	5/29/2014	6/10/2014	\$ 639,722.30	\$ 1,106,687.60	2	\$ 78,377.52	64.98%	69.49%
36	5/30/2014	6/5/2014	6/17/2014	\$ 1,337,350.68	\$ 1,106,687.60	4	\$ 132,451.05	67.31%	71.78%
37	6/6/2014	6/12/2014	6/24/2014	\$ 844,172.67	\$ 1,106,687.60	4	\$ 129,722.57	68.78%	73.31%
38	6/13/2014	6/19/2014	7/1/2014	\$ 940,920.56	\$ 1,106,687.60	4	\$ 307,321.73	70.41%	75.77%
39	6/20/2014	6/26/2014	7/8/2014	\$ 1,490,398.86	\$ 1,106,687.60	3	\$ 180,002.56	73.00%	77.64%
40	6/27/2014	7/3/2014	7/15/2014	\$ 1,043,035.09	\$ 1,106,687.60	4	\$ 267,094.15	74.81%	79.05%
41	7/4/2014	7/10/2014	7/22/2014	\$ 1,669,083.12	\$ 1,106,687.60	5	\$ 365,585.39	77.71%	81.51%
42	7/11/2014	7/17/2014	7/29/2014	\$ 710,444.24	\$ 1,106,687.60	1	\$ 32,174.24	78.95%	83.03%
43	7/18/2014	7/24/2014	8/5/2014	\$ 1,637,961.39	\$ 1,106,687.60	9	\$ 528,340.69	81.79%	85.84%
44	7/25/2014	7/31/2014	8/12/2014	\$ 887,061.71	\$ 1,106,687.60	4	\$ 242,450.68	83.34%	87.80%
45	8/1/2014	8/7/2014	8/19/2014	\$ 1,589,396.03	\$ 1,106,687.60	2	\$ 65,460.08	86.10%	90.52%
46	8/8/2014	8/14/2014	8/26/2014	\$ 794,796.46	\$ 1,106,687.60	4	\$ 143,560.49	87.48%	91.93%
47	8/15/2014	8/21/2014	9/2/2014	\$ 1,744,334.23	\$ 1,106,687.60	8	\$ 439,519.06	90.51%	94.05%
48	8/22/2014	8/28/2014	9/9/2014	\$ 1,070,652.61	\$ 1,106,687.60	4	\$ 430,518.19	92.37%	96.03%
49	8/29/2014	9/4/2014	9/16/2014	\$ 698,315.39	\$ 1,106,687.60	1	\$ 37,788.97	93.58%	97.37%
50	9/5/2014	9/11/2014	9/23/2014	\$ 1,330,349.20	\$ 1,106,687.60	2	\$ 120,341.99	95.90%	99.81%
51	9/12/2014	9/18/2014	9/30/2014	\$ 793,643.90	\$ 1,106,687.60	2	\$ 107,402.16	97.27%	102.91%
52									

Claims (net) & Budget to Date	\$ 55,979,210.61	\$ 56,441,067.40
Gross Paid Claims over (under) Revised* Budget		\$ (461,856.79)

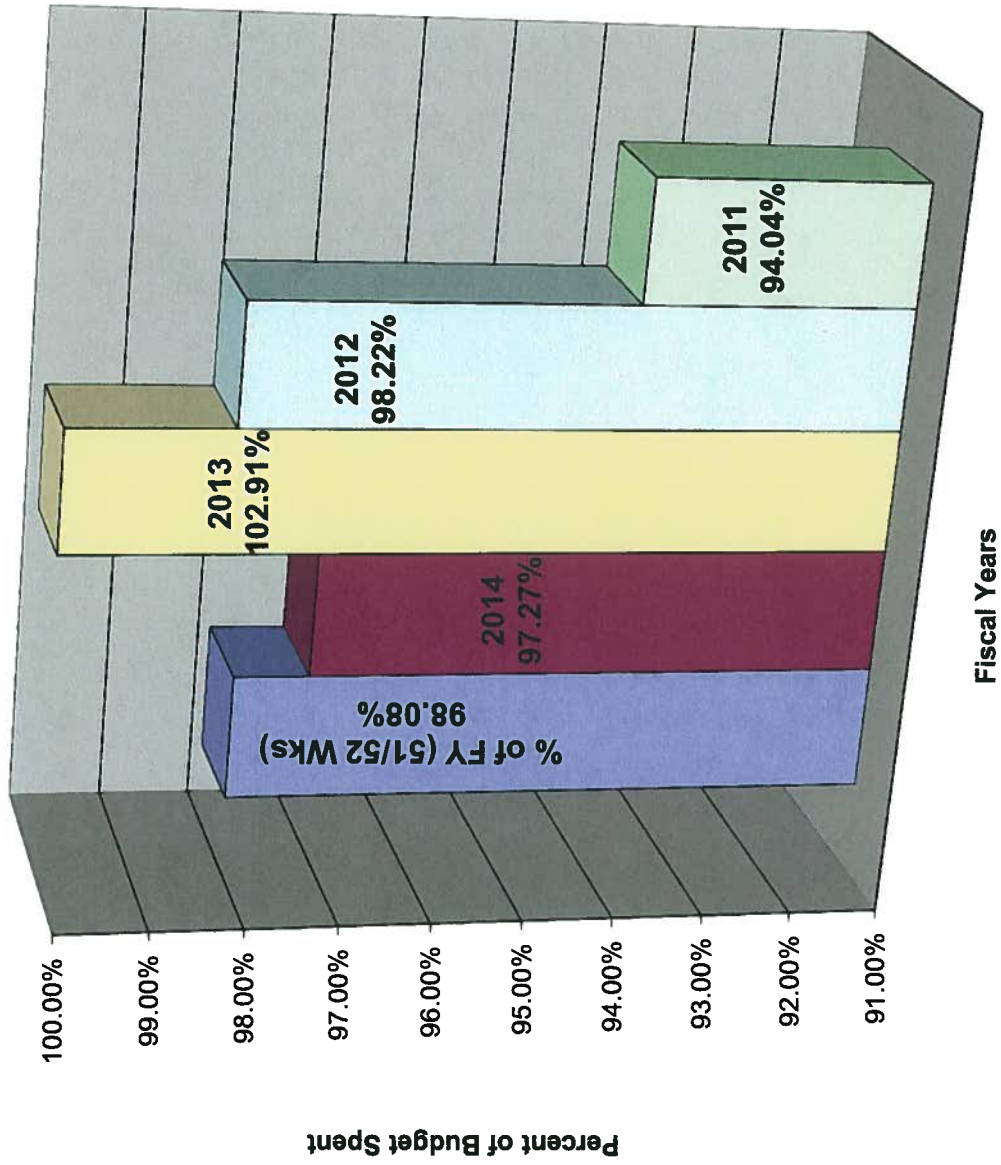
stop loss \$ (786,169.21)

\*Claims Budget Increased \$4,000,000 from Reserve on 9/2/14

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

\*Friday due to Holiday  
\*\*Monday due to Holiday

**Comparison of Claims to FY Budgets  
Week 51**





[Help](#) | [Forget me on this computer \(Log Out\)](#)

Secured Message

[Reply](#)

[ReplyAll](#)

From: SIFSFX@UHC.COM  
To: NORMAN.MCREE@CO.TRAVIS.TX.US  
Date: September 19, 2014 5:49:23 AM GMT  
Subject: Secure Message from sifsfax@uhc.com

TO: NORMAN MCREE  
FAX NUMBER: (512) 854-3128  
PHONE: (512) 854-3828

FROM: UNITEDHEALTH GROUP  
AB5

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2014-09-19 REQUEST AMOUNT: \$2,123,993.10

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2014-09-18	\$664,390.43
- REQUIRED BALANCE TO BE MAINTAINED:	\$2,668,041.00
+ PRIOR DAY REQUEST:	\$00.00

= UNDER DEPOSIT:	\$2,003,650.57
------------------	----------------

+ CURRENT DAY NET CHARGE:	\$120,342.53
+ ISSUED CREDIT AMOUNT:	\$00.00
+ FUNDING ADJUSTMENTS:	\$00.00

REQUEST AMOUNT:	\$2,123,993.10
-----------------	----------------

ACTIVITY FOR WORK DAY: 2014-09-12

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$55,282.94	\$00.00	\$55,282.94
TOTAL:	\$55,282.94	\$00.00	\$55,282.94

ACTIVITY FOR WORK DAY: 2014-09-15

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
-----------	-------	-----------	------------

## UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2014\_09\_18

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT
701254	632	(4.01)		28	16050158 AI	1	9/10/2014	55	9/15/2014
701254	632	(4.17)		28	16050156 AI	1	9/10/2014	55	9/15/2014
701254	632	(6.18)		28	16050148 AF	1	9/10/2014	55	9/15/2014
701254	632	(7.08)		28	16050129 AH	1	9/10/2014	55	9/15/2014
701254	632	(9.81)		28	16050135 AH	1	9/10/2014	55	9/15/2014
701254	632	(9.97)		28	16050157 AI	1	9/10/2014	55	9/15/2014
701254	632	(11.72)		28	16050119 A	1	9/10/2014	55	9/15/2014
701254	632	(14.28)		28	16050132 AH	1	9/10/2014	55	9/15/2014
701254	632	(16.04)		28	16050138 AI	1	9/10/2014	55	9/15/2014
701254	632	(16.67)		28	16050136 AI	1	9/10/2014	55	9/15/2014
701254	632	(18.72)		28	16050154 AH	1	9/10/2014	55	9/15/2014
701254	632	(24.73)		28	16050128 AF	1	9/10/2014	55	9/15/2014
701254	632	(35.83)		28	16050145 AE	1	9/10/2014	55	9/15/2014
701254	632	(39.87)		28	16050137 AI	1	9/10/2014	55	9/15/2014
701254	632	(46.20) QG			92798913 AA	5	9/10/2014	50	9/16/2014
701254	632	(72.66)		28	16050150 AH	1	9/10/2014	55	9/15/2014
701254	632	(74.87)		28	16050134 AH	1	9/10/2014	55	9/15/2014
701254	632	(82.87) QG			52400083 AH	3	9/12/2014	50	9/18/2014
701254	632	(87.30) PH			76941255 AH	1	7/1/2014	50	9/15/2014
701254	632	(91.32) PH			76956958 AA	1	7/3/2014	50	9/15/2014
701254	632	(100.83)		28	16050142 AA	1	9/10/2014	55	9/15/2014
701254	632	(143.31)		28	16050125 AE	1	9/10/2014	55	9/15/2014
701254	632	(290.58)		28	16050130 AH	1	9/10/2014	55	9/15/2014
701254	632	(403.26)		28	16050122 AA	1	9/10/2014	55	9/15/2014
701254	632	(1,120.70) QG			12425161 AH	6	7/10/2014	50	9/19/2014
701254	632	(1,216.00) QG			82230945 AH	11	9/10/2014	50	9/16/2014

\$ 793,643.90

**Travis County Employee Health Benefits Fund**

**UHC Payments Deemed Not Reimbursable**

For the payment week ending: 9/18/2014

CONTR_#	TRANS_AMT	SRS	CHK_#	GRP	CLAIM		ISS_DATE	TRANS		TRANS_DATE
					ACCT #			CODE		

Total: \$0.00

## Travis County - Employee Health Benefits Fund (8956)

### Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 9/18/2014

Type	EE/RR	Cost Center	G/L Account	Transaction Amount	
CEPO	EE	1110068956	516010	\$	177,776.24
	RR	1110068956	516110	\$	6,419.09
				\$	-
			Total CEPO		\$ 184,195.33
EPO	EE	1110068956	516030	\$	113,633.21
	RR	1110068956	516130	\$	56,818.02
			Total EPO		\$ 170,451.23
PPO	EE	1110068956	516020	\$	404,989.47
	RR	1110068956	516120	\$	34,007.87
			Total PPO		\$ 438,997.34
			Grand Total		\$ 793,643.90



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 30, 2014

**Prepared By/Phone Number:** Debbie L. Maynor, 854-9170 *SLD for Dan.*  
Todd Osburn, 854-2744 *SLD*

**Elected/Appointed Official/Dept. Head:** Leroy Nellis, County Executive,  
Planning and Budget, 854-9066

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

### AGENDA LANGUAGE:

Consider and take appropriate action on the proposed request from the Human Resources Management Department (HRMD) to conduct a comprehensive classification and compensation study during FY 2015.

### BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

In December 2010, Commissioners Court approved HRMD to conduct a comprehensive classification and compensation study during FY 2011. While we believe that most Travis County jobs are generally market competitive, a thorough analysis of market competitiveness has not been conducted since 2011. We have seen indications that the labor market is recovering from the economic downturn of 2008-2009. This recovery appears to have finally impacted the public sector this year. HRMD believes that is important to conduct the job analysis/market study to better ascertain Travis County's overall market competitiveness.

HRMD is requesting approval to conduct a market study during FY 2015 to begin in October 2014. If approved, the results of the study would be available for review and consideration by the commissioner's court for discussions of compensation early in the FY 2016 budget process. While implementation of the results of a study may prove difficult in uncertain economic conditions, we believe that it is in the best interest of the Court to have accurate information related to the market when making compensation-related decisions during the budget process.

### STAFF RECOMMENDATIONS:

HRMD recommends approval of this request to conduct a comprehensive classification and compensation study during FY 2015.

### ISSUES AND OPPORTUNITIES:

N/A

### FISCAL IMPACT AND SOURCE OF FUNDING:

The Compensation Division is fully staffed and prepared to do the analysis. Essentially, there is no fiscal impact for HRMD to conduct the study. Any potential fiscal impact

would be in future years and directly associated with the courts decisions regarding implementation of the results.

**REQUIRED AUTHORIZATIONS:**

Leroy Nellis, Planning and Budget Office, 854-9106



# HRMD

## *Human Resources Management Department*

---

700 Lavaca Street, 4th Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

### MEMORANDUM

DATE: September 19, 2014

TO: 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

VIA: Leroy Nellis, County Executive, Planning & Budget

FROM: Debbie Maynor, Director of HRMD *S.T.O. for D.M.*  
Todd Osburn, Compensation Manager *S.T.O.*

SUBJECT: Market Study for FY 2015

### **Issue**

HRMD is seeking Commissioners Court direction for compensation-related work in FY 2015. Specifically, HRMD is seeking approval to conduct a comprehensive classification and compensation study (often referred to as MSS) during FY 2015. The intent of the project is to provide Commissioners Court with an update on the County's competitive position related to compensation for all positions on the Classified Pay Scale for planning purposes in FY 2016.

### **Background**

In December 2010, Commissioners Court approved HRMD to conduct a comprehensive classification and compensation study during FY 2011. The results were presented early in 2012 and implemented on April 1, 2012. At the time that this study began, HRMD had anticipated that Commissioners Court would approve the revised Compensation Policy that was in process prior to the need for the next market study. The proposed Compensation Policy would have institutionalized conducting comprehensive studies every fourth year. Since the policy has not been approved,

HRMD believes it is necessary to get explicit approval to conduct the market study that, under the proposed policy, would have been scheduled for FY 2015.

### **Timing**

Any job analysis project takes time to complete, and certainly an analysis of all classified jobs, is an ambitious project. HRMD can complete the work in time for the preparation of the preliminary budget, but in order to do so must begin soon.

### **Fiscal Impact**

The Compensation Division is fully staffed and prepared to do the analysis. Essentially, there is no fiscal impact for HRMD to conduct the study. Any potential fiscal impact would be associated with the implementation of the results. However, since the results are unknown, it is not possible to estimate what that impact would be.

### **Summary**

HRMD is prepared to conduct a County-wide job analysis project in FY 2015. Such a study would be consistent with the Compensation Committee's preferred approach, and serve as a natural follow-up to the study that was done in FY 2011.

While we believe that most Travis County jobs are generally market competitive, a thorough analysis of market competitiveness has not been conducted since 2011. We have seen indications that the labor market is recovering from the economic downturn of 2008-2009. This recovery appears to have finally impacted the public sector this year.

HRMD believes that is important to conduct the job analysis/market study to better ascertain Travis County's overall market competitiveness. While implementation of the results may prove difficult in uncertain economic conditions, we believe that it is in the best interest of the Court to have accurate information related to the market when making compensation-related decisions during the budget process.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 30, 2014

**Prepared By/Phone Number:** Jessica Rio, (512)854-9106

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

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

**AGENDA LANGUAGE:** APPROVE AN ORDER TO DESIGNATE THE REGULAR MEETING DAYS OF COMMISSIONERS COURT OF TRAVIS COUNTY

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

**STAFF RECOMMENDATIONS:** Please see attached memo

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

**FISCAL IMPACT AND SOURCE OF FUNDING:** Please see memo

**REQUIRED AUTHORIZATIONS:**

Leroy Nellis – 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](mailto:agenda@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

**DAVID A. ESCAMILLA**  
**COUNTY ATTORNEY**

**STEPHEN H. CAPELLE**  
**FIRST ASSISTANT**

**JAMES W. COLLINS**  
**EXECUTIVE ASSISTANT**

**314 W. 11<sup>TH</sup>, STREET**  
**GRANGER BLDG., SUITE 420**  
**AUSTIN, TEXAS 78701**

**P. O. BOX 1748**  
**AUSTIN, TEXAS 78767**

**(512) 854-9513**  
**FAX: (512) 854-4808**



**TRANSACTIONS DIVISION**

**JOHN C. HILLE, JR., DIRECTOR †**

**BARBARA J. WILSON**

**MARY ETTA GERHARDT**

**TENLEY A. ALDREDGE**

**JENNIFER KRABER**

**DANIEL BRADFORD**

**† Member of the College  
of the State Bar of Texas**

**September 21, 2014**


**Commissioners Court**  
**P. O. Box 1478**  
**Austin, Texas 78767**

**Re: Designation of the Regular Meeting Day of the Commissioners Court**

**Dear Judge and Commissioners:**

Each year at the last regular meeting of the commissioners court of the fiscal year, the court must designate by order the days of the week on which it will convene for its regular term. Because I am not aware of any discussion about changing the day that the court intends to meet, I have prepared the attached order designating Tuesday as the day on which the regular term will convene. If the court prefers another day, please advise me so that another order can be prepared.

**Sincerely,**

  
**Barbara Wilson**  
**Assistant County Attorney**

AN ORDER TO  
DESIGNATE THE REGULAR MEETING DAY  
OF COMMISSIONERS COURT OF TRAVIS COUNTY

RECITALS

The designation of the regular meeting day of Commissioners Court is required by Local Government Code section 81.005 (a).

ORDER

The Commissioners Court of Travis County, Texas hereby orders that Tuesday be the day of the week on which Commissioners Court convenes in weekly regular terms during the fiscal year commencing October 1, 2014 and ending September 30, 2015

The Commissioners Court of Travis County, Texas hereby further orders that September 30, the last work day of the Travis County fiscal year be the day of the year on which Commissioners Court convenes its annual regular term during the fiscal year commencing October 1, 2014 and ending September 30, 2015.

Date of Order: \_\_\_\_\_

TRAVIS COUNTY COMMISSIONERS COURT

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

\_\_\_\_\_  
Ron Davis  
Commissioner, Precinct 1

\_\_\_\_\_  
Bruce Todd  
Commissioner, Precinct 2

\_\_\_\_\_  
Gerald Daugherty  
Commissioner, Precinct 3

\_\_\_\_\_  
Margaret Gómez  
Commissioner, Precinct 4



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 30, 2014

**Prepared By/Phone Number:** Rebecca Riojas  
512-854-1323

**Elected/Appointed Official/Dept. Head:** Gary Cobb  
Assistant District Attorney  
Director, Grand Jury Division  
Travis County District Attorney

**Commissioners Court Sponsor:**

### **AGENDA LANGUAGE:**

CONSIDER AND TAKE APPROPRIATE ACTION ON A REQUEST FROM THE DISTRICT ATTORNEY'S OFFICE TO USE THE COMMISSIONERS COURTROOM AT 700 LAVACA ON FRIDAY, OCTOBER 17, 2014 FROM 1:00 TO 5:00 P.M. TO CONDUCT CONTINUING LEGAL EDUCATION.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:** Office of the District Attorney will present Prosecution of Assault Family Violence and Strangulation Offenses as a lead topic during CLE.

**STAFF RECOMMENDATIONS:** Staff recommends approval of this request for continued legal education.

**ISSUES AND OPPORTUNITIES:** Provide collective training for District, County and Municipal prosecutors.

**FISCAL IMPACT AND SOURCE OF FUNDING:** No fiscal impact related to this request. County budget will not be effected.

**REQUIRED AUTHORIZATIONS:** Request to Commissioners Court



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 30, 2014

**Prepared By/Phone Number:** John Carr, 854-4772

**Dept. Head:** Roger A. El Khodary, M.S., P.E., Director, FMD, 854-4579

**County Executive:** Leroy Nellis, Acting County Executive, PBO, 854-9106

**Sponsoring Court Members:** County Judge Samuel T. Biscoe

### AGENDA LANGUAGE:

Consider and take appropriate action on request from the National Forum for Black Public Administrators (NFBPA) to use the Commissioners Courtroom in the 700 Lavaca Street building on October 9, 2014.

### BACKGROUND/SUMMARY OF REQUEST:

Facilities Management Department (FMD) received a request from Ms. Juanita Jackson, to use the Commissioners Court from 8 am to 10:00 am on October 9, 2014. Purpose of the use is in support of the NFBPA Regional Leadership Summit Public Administration Day. On September 23, 2014, the Commissioners Court approve a Memorandum of Understanding for Travis County's support for Leadership 2014 to sponsor approximately 125 local students plus chaperones for this event. A light breakfast will be provided prior to the Commissioner Courtroom event in one of the multi-function rooms from 7:30 am to 8:00 am. The Commissioners Courtroom is not reserved at this time for any other approved use.

### STAFF RECOMMENDATIONS:

Facilities Management Department recommends the Commissioners Court approve the requested use of the Commissioners Courtroom for the NFBPA Regional Leadership Summit Public Administration Day event.

### ISSUES AND OPPORTUNITIES:

This requested use of the Commissioners Court use is during normal business hours. There are no additional facilities related costs associated with this use of the Commissioners Courtroom.

### FISCAL IMPACT AND SOURCE OF FUNDING:

None

**ATTACHMENTS/EXHIBITS:**

None

**REQUIRED AUTHORIZATIONS:**

None



# Travis County Commissioners Court Agenda Request

**Meeting Date:**

September 30, 2014

**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 & Commissioner R. Davis

## **AGENDA LANGUAGE:**

Consider and Take Appropriate Action To Approve The Use of the Travis County Commissioners Court on October 9, 2014 to Host Youth Participating in Central Texas Chapter of the National Forum for Black Public Administrators (NFBPA) Public Administration Day:

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

On Tuesday, September 23, 2014, the Court approved an MOU for the NFBPA Central Texas Chapter which will be held on October 9 – 10, 2014. The organization provides support to local government managers in a multitude of disciplines, through intensive training, professional development programs, and a powerful network of public leadership. Locally, the Central Texas Chapter has over 150 members, provides the same support services as the national organization, and serves as a resource for local public administrators.

## **STAFF RECOMMENDATIONS:**

Staff recommends approval of this item.

## **ISSUES AND OPPORTUNITIES:**

This is an opportunity to increase the awareness of the roles of public administrators and support the enrichment and education of youth in exploring careers in public administration. (See Attached)

NFBPA has previously used the City Council Chambers for this event. They cannot use those facilities this year because they are under construction.

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

Staff recommends the use of the Commissioners Court chambers at no cost.

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

**REQUIRED AUTHORIZATIONS:**

Mary Etta Gerhardt, Assistant County Attorney'

Leroy Nellis, Interim County Executive – Planning and Budget Office

Cyd Grimes, CPM, Travis County Purchasing Agent

Nicki Riley, CPA, Travis County Auditor

Aerin Toussaint, Budget Analyst I, Planning and Budget

Sherri Fleming, County Executive - HHS

Kathleen Haas, Financial Manager

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

## **NFPBA Youth Public Administration Description**

**Purpose:** To provide high school students exposure to local government in order to increase their knowledge and create awareness about Public Administration career opportunities.

The City of Austin, Travis County and NFBPA partnered with Austin Independent School District to provide a unique experience for high school students.

<b>Participating Year</b>	<b>Number of Students Participated</b>	<b>Participating Schools</b>
*2014	125(invited)	Manor ISD & Austin, LBJ, and Reagan High Schools and Manor New Tech
2013	75	Austin, LBJ, and Reagan High Schools
2012	66	Austin, LBJ, and Reagan High Schools

Each year 125 students are invited to participate. In 2013, we hosted 75 students from three high schools to expose them to Public Services in local government within the City of Austin and Travis County. The student's day began at City Hall with a welcome from Elected Officials, City and County Executives.

The day's events were scheduled through coordinated efforts with participating departments and staff. The students were divided into small groups to have a more hands-on exposure and experience of the various careers in local government. The students were provided information from the following areas such as: Austin Energy, Austin Resource Recovery, Austin Water Utility, Code Enforcement, Fire, Health and Human Services, Parks and Recreation, Public Works, Transportation and the Travis County Tax Office. The students were provided a meaningful experience that increased their knowledge about Public Administration and information about the various career opportunities available to them. These sessions included important components that enhance youth development and life-long goals as they make decisions about their career.

Throughout this experience door prizes are given to the students utilizing a random drawing. Local sponsors as well as City of Austin Departments provide door prizes. Some of the door prizes include gift cards, digital cameras, X-Box games and consoles and computer tablets.

The student's day was as followed:

9:00 a.m. – 9:30 am	Students arrived at Austin City Hall Council Chambers for welcome
10:00 a.m. - 12:00 p.m.	Students were divided and sent to different Departments
12:30 p.m. - 2:30 p.m.	Students ended the day by attending the Educational Excellence Luncheon at the Sheraton Austin Hotel with a keynote speaker.
2:30 p.m.	Students transported back to their High School campuses

Students were surveyed to determine if the program is meeting the objectives of the purpose. The survey results revealed the majority of students strongly agree to the following outcomes:

- They knew more about Public Administration
- As a result of what they learned at Public Administration day they would consider working in Public Administration
- Overall the day was beneficial.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 30, 2014

**Prepared By/Phone Number:** Patrick Strittmatter, CPPB (854-1183),  
Marvin Brice, CPPB (854-9765)

**Elected/Appointed Official/Dept. Head:** Cyd Grimes, C.P.M., CPPO

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** RATIFY AND APPROVE CONTRACT MODIFICATION NO. 4 TO CONTRACT NO. 4400001163, TEXAS ENERGY ENGINEERING SERVICES, INC., FOR PROFESSIONAL MECHANICAL, ELECTRICAL, AND PLUMBING SERVICES FOR HVAC SYSTEM UPGRADE AT THE EXECUTIVE OFFICE BUILDING.

- **Purchasing Recommendation and Comments:** This procurement action did not meet the compliance requirements as outlined by the statutes, therefore, a Ratification and Approval of Contract Modification No. 4 is being requested due to additional design services of \$33,800.00. These services were completed by the contractor prior to the execution of this modification. (Please see Facilities Management memo for its explanation of this occurrence.)

Contract Modification No. 4 is for the following additional design services related to the office floor renovations at the Executive Office Building:

1. 7<sup>th</sup> and 9<sup>th</sup> floor revisions and added security rooms on 7<sup>th</sup> thru 11<sup>th</sup> floors
  2. MEP design services for 4<sup>th</sup> thru 6<sup>th</sup> floor renovations
  3. Electrical service upgrade and design required for new fire pump
- Purchasing Agent requests that this contract modification be ratified and approved by the Commissioners Court to authorize payment to the contractor for services already rendered.
- **Contract Expenditures:** Within the last 12 months \$49,648.15 has been spent against this contract.

➤ **Contract-Related Information:**

Original Award Amount: \$194,311.00

Contract Type: Professional Services Agreement

Contract Period: Until Completion

➤ **Contract Modification Information:**

Modification No. 4 Amount: \$33,800.00, total modifications of \$71,382.09.

Modification Type: Bilateral

Modification Period: No additional days

➤ **Funding Information:**

☒ Funds Reservation: 3000001347

☒ Cost Center: Account 1140114081-522020

☐ Comments:

**MODIFICATION OF CONTRACT NUMBER: PS090287-DG, SAP # 4400001163****Mechanical, Electrical and Plumbing Services for HVAC System Upgrade at Executive Office Building****PAGE 1 OF 10**

ISSUED BY: PURCHASING OFFICE 700 LAVACA ST., SUITE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: <b>Patrick D. Strittmatter, CPPB</b> TEL. NO: (512) 854-1183 FAX NO: (512) 854-9185	DATE PREPARED:  September 17, 2014
ISSUED TO: Texas Energy Engineering Services, Inc. (TEESD) 1301 S. Capital of Texas Highway Capital View Center - B325 Austin, Texas 78746	MODIFICATION NO.:  <b>FOUR</b>	EXECUTED DATE OF ORIGINAL CONTRACT:  September 15, 2009

ORIGINAL CONTRACT TERM DATES:

CURRENT CONTRACT TERM DATES:

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**Original Contract Amount: \$194,311.00Current Modified Amount: \$265,693.09**DESCRIPTION OF CHANGES:**

The above referenced contract is modified to reflect the changes as set forth below and listed in **Attachment A**, attached hereto and made a part hereof:

- A. The Total Professional Services Agreement Sum, consisting of Basic Services Fee plus the Not to Exceed Reimbursable Fee, changes from the Not to Exceed amount of \$231,893.09 (with Modification No. 3), and increases \$33,800.00 to \$265,693.09 (Modification No. 4). Of the \$33,800.00, Design Phase increases \$25,890.00, Bid Phase increases \$1,690.00, and Construction Management increases \$6,220.00.
- B. The Scope of Services is modified with additional services as defined in **Attachment A**, attached hereto, and made a part hereof, at a cost of \$33,800.00, equal to the total increase of Design Phase, Bid Phase, and Construction Management.
- C. This modification adds 0 days to the project schedule.

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:**

[XXX] 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: Texas Energy Engineering Services, Inc.BY: *M. Saleem Khan*  
SIGNATUREBY: M. Saleem Khan, P.E.  
PRINT NAMETITLE: President  
ITS DULY AUTHORIZED AGENT☐ DBA☒ CORPORATION☐ OTHER

DATE:

9/18/2014

TRAVIS COUNTY, TEXAS

BY: *Cyd V. Grimes*  
CYD V. GRIMES, C.P.M., CPPO TRAVIS COUNTY PURCHASING AGENT

DATE:

TRAVIS COUNTY, TEXAS

BY: SAMUEL T. BISCOE  
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:



## TEXAS ENERGY ENGINEERING SERVICES, INC. (TEESI)

December 2, 2013

Rick Avery, AIA, LEED AP  
Travis County - Facilities Management Department  
1010 Lavaca, 4th Floor  
Austin TX, 78701  
P.O. Box 1748  
Austin, TX 78767

**RE: Proposal – Service Upgrade and Fire Pump Ancillaries at EOB, for Travis County Facilities**

Dear Mr. Avery:

I am pleased to present a proposal for professional MEP engineering services for the above referenced project. The project consists of preparing MEP plans for increased electrical service capacity from 2500A to 3000A, extending a 200A service to the fire pump controller, providing power to fire pump accessories, and designing a sump pump system for a floor drain in the fire pump room at the Travis County Executive Office Building (EOB) essentially as illustrated in drawings submitted to you for review on October 29, 2013.

### SCOPE OF SERVICES:

1. Coordination with Travis County staff.
2. Develop MEP plans for electrical service to, and floor drain waste disposal from, to the fire pump room being constructed there under a separate contract.
3. HVAC work is to be presented as a change proposal request modifying the HVAC renovation project now underway. The scope of this work is limited to modification of ducts that interfere with construction of the fire pump room or expansion of the main switchboard.
4. Plumbing work is to be presented as a change proposal request modifying the HVAC renovation project now underway. The scope of plumbing work is limited to adding a sump pump for removal of water collected by a floor drain in the fire pump room and a pressure drain line to the building main drain.
5. The scope of lighting work is limited to additional lighting in the electrical room and clarification of the lighting circuit to be used for the fire pump room.
6. The electrical power distribution work is summarized as obtaining a 3000A service from the utility vault to replace the existing 2500A service, adding an additional section to the main switchboard and modifying the existing sections, and providing a service tap from the new switchboard section to the fire pump controller. It further includes a panelboard and branch circuits in the fire pump room to serve various ancillary equipment in the fire pump room such as pressure maintenance pump, ventilation fan, space heater and sump pump.
7. General notes are to be included on plans for relocation of existing FA and other existing devices not within the scope of services for this contract.
8. Assist with and address code official review comments related to MEP work, if required.
9. Preparation of technical addenda.
10. Equipment, materials, and shop drawing submittal review.
11. Respond to requests for information (RFI's) during construction and draft change orders as required for issuance by Owner.

---

1301 S. Capital of Texas Highway, Capital View Center Suite B-325, Austin, Texas 78746

Office (512) 328-2533 / Fax (512) 328-2544

[www.teesi.com](http://www.teesi.com)

TBPE# F-3502

Page 3

12. Three site visits during construction phase, which may be coincident with site visits to observe other work on the site.
13. Submit plans to regulatory agencies for permitting and pay permitting fees. (Permitting fees are to be reimbursed to TEESI by Owner).
14. TEESI shall provide one set of plans to Owner for distribution and reproduction.

**DELIVERABLES:**

1. One set of 75% review drawings for review and comment.
2. One set of PDF's on a compact disc or flash drive or via e-mail for reproduction and distribution by Owner.
3. Field observation reports for the three site visits, which may be combined with reports on other site observations.

**ADDITIONAL SERVICES:**

The following are not included in the basic scope of services but may be completed as additional services in accordance with the hourly rates outlined in Attachment A.

1. Studies, analyses, design, or reports not specifically included in the scope of work.
2. Extensive analysis or redesign.
3. Additional designs or redesigns due to required scope changes.
4. Meetings not specifically outlined in the scope of work.
5. Owner approved alternate designs in excess of the available budget or scope.
6. Excessive construction administration services due to contractor's neglect of following required procedures for submittal review and addressing engineer's field report observations.
7. Detailed verification of installed conditions necessary to produce record drawings. We will require the contractor to provide this item.
8. Detailed cost opinions.
9. Costs for forensic investigation, deposition, expert witness services, and other litigation support.
10. Invasive investigation for the generation of plans and specifications.
11. Authorization of alternates for construction that exceed the initial construction budget amounts.
12. Extensive field verification of existing conditions.
13. Existing or new proposed computer/server room power requirements and HVAC design.

**ASSUMPTIONS**

1. Owner will identify existing conditions and provide information required (floor plans in CAD, existing HVAC and fire alarm devices in place, fire wall partition locations, area with special needs and any existing sprinkler or motorized fire smoke dampers etc.) for each location to assist engineer in developing MEP plans and specs.
2. The CAD background drawings provided by the Owner or its Architect must contain necessary furniture layout and proposed equipment placement (copier, TV receptacles, computer receptacles, special equipment placement etc.).
3. Owner shall provide required MEP rough-in/cut sheets for any equipment to be placed in the space.
4. Communication, networking and special systems are by Owner.
5. Non-MEP related consulting services will be provided by others under contract to Owner.
6. Fire alarm system devices to be added, removed or relocated as necessary by certified FA contractor.
7. Owner will verify site conditions at each location and provide engineer required information.
8. The Owner/Contractor will be required to adhere to contract requirements including submittal reviews and construction observations.

**FEES & TERMS**

We propose to perform the aforementioned professional engineering services for fixed fee of **\$16,400.00**. Based on the information provided, we do not anticipate the need for any additional Sub-consultants; however, if required, the cost of sub consultants will be reimbursed at a 1.10 multiplier. Other reimbursable will be at a 1.05 multiplier. Additional services will be in accordance with Texas Energy Engineering Services, Inc. standard hourly rate schedule

**PAYMENT SCHEDULE:**

75% Review Phase	35%	of Fee*
Final Construction Document Phase	40%	of Fee*
Bid Phase	5%	of Fee*
Construction Phase	20%	of Fee*
Total:	100%	

\*All phases to be billed monthly based on % of completion.

---

1301 S. Capital of Texas Highway, Capital View Center Suite B-325, Austin, Texas 78746

Office (512) 328-2533 / Fax (512) 328-2544

[www.teesi.com](http://www.teesi.com)

TBPE# F-3502



January 6, 2014

Ben Noack, R.A., LEED AP BD+C  
Senior Architectural Associate  
Travis County - Facilities Management Department  
1010 Lavaca, 4th Floor  
Austin TX, 78701

**RE: Proposal –EOB 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> floors finish out at EOB building. Travis County Buildings**

Dear Mr. Noack:

I am pleased to present a proposal for professional MEP engineering services for the above referenced project. The project, as I understand it, will consist preparing finish out MEP plans for 4 through 6 floor of the EOB building for the areas marked for changes as outlined in your email dated December 12, 2013.

**SCOPE OF SERVICES:**

1. Coordination with Travis County staff.
2. Develop MEP plans for the proposed layout changes per floor plans provided by Ben Noack (email attachment dated 12/12/2013).
3. Scope of work is limited to duct relocation, air devices relocation, relocation or addition of space sensor(s) and new supply and return air grill placements as necessary for air distribution.
4. Existing light fixtures will be reused and existing electrical panels will be reused. New light switches and motion sensors will be indicated. TEESI will provide guidelines for the formation of light switching zones and wiring methods for achieving them, including switching zone wiring diagrams. Upgrade to current lighting energy code will only be done in remodeled spaces as required by the local AHJ.
5. **Exit and egress lighting will be laid out on the following assumptions:**
  - a. Travis Co. will provide an egress plan or a review of preliminary plans by TEESI for use in locating exit signs and egress lighting.
  - b. Travis Co. will supply any additional exit signs or fluorescent battery back-up units not available on the floor from TC stock or new purchase. TEESI will provide specifications for related new equipment based on discoveries by the contractor about the extent of the existing emergency circuiting.
  - c. The contractor will supply information about the extent of the existing emergency power circuits and number of existing exit and egress lights on said emergency circuits for evaluation before construction.
6. New receptacles power circuiting to existing panels at each floor. The layout of furniture and receptacles (computer and other equipment locations to be provided by project Architect at the time of notice to proceed by the County). Existing electrical circuits will be reused. TEESI will provide guidelines for any required re-grouping of loads to free up existing circuit breakers to serve new circuits.
7. TEESI will provide guidelines for repair and extension of circuits affected by architectural remodeling.
8. Plumbing is limited to new / relocated fixtures shown.
9. General notes to be included on plans for relocation of existing FA and other existing devices.
10. Assist with and address code official review comments related to MEP work, if required.
11. Preparation of technical addenda.
12. Equipment, materials, and shop drawing submittal review.

---

1301 S. Capital of Texas Highway, Capital View Center Suite B-325, Austin, Texas 78746  
Office (512) 328-2533 / Fax (512) 328-2544

[www.teesi.com](http://www.teesi.com)  
TBPE# F-3502

13. Respond to requests for information (RFI's) during construction and draft change orders as required for issuance by Owner.
14. Three site visits during construction phase for progress observation and/or problem evaluation.
15. Two construction meetings for project kick-off and coordination.
16. Contractor, Architect and/or Owner to submit plans and specs to regulatory agencies for permitting.
17. TEESI to provide one sets of plans and specifications for distribution and reproduction.

**DELIVERABLES:**

1. One set of preliminary plans, 75% review drawings and specifications for review and comment.
2. One set of sealed plans and specs unbound, one set of PDFs by electronic transfer or on a compact disc or flash drive for production by Owner.
3. Field observation report for the three site visits.

**ADDITIONAL SERVICES:**

The following are not included in the basic scope of services but may be completed as additional services in accordance with the hourly rates outlined in Attachment A.

1. **Special circuiting for future addition of pre-wired modular furniture.**
2. **Increase in electrical capacity to, or circuit count within, existing electrical panels on each floor.**
3. **Re-design due to the non-acceptance of the local AHJ of existing wiring in place.**
4. Studies, analyses, design, or reports not specifically included in the scope of work.
5. Extensive analysis or redesign.
6. Additional designs or redesigns due to required scope changes.
7. Meetings not specifically outlined in the scope of work.
8. Owner-approved alternate designs in excess of the available budget or scope.
9. Excessive construction administration services due to contractor's neglect of following required procedures for submittal review and addressing engineer's field report observations.
10. Detailed verification of installed conditions necessary to produce record drawings. We will require the contractor to provide this item.
11. Detailed cost opinions.
12. Costs for forensic investigation, deposition, expert witness services, and other litigation support.
13. Invasive investigation for the generation of plans and specifications.
14. Authorization of alternates for construction that exceed the initial construction budget amounts.
15. Extensive field verification of existing conditions.
16. Existing or new proposed computer/server room power requirements and HVAC design.

**ASSUMPTIONS**

1. Owner will identify existing conditions and provide information required (floor plans in CAD, existing HVAC and fire alarm devices in place, fire wall partition locations, area with special needs, and egress paths) for each floor to assist engineer in developing MEP plans and specs.
2. The CAD background drawings provided by the Owner or its Architect must contain necessary furniture layout and proposed equipment placement (copier, TV receptacles, computer receptacles, special equipment placement etc.). Unless specific
3. Owner shall provide required MEP rough-in/cut sheets for any equipment to be placed in the space.
4. Communication, networking and special system by Owner.
5. Non MEP related consulting services to be provided by others under contract to Owner.
6. Fire alarm system devices to be connected/relocated as necessary by certified FA contractor.

---

1301 S. Capital of Texas Highway, Capital View Center Suite B-325, Austin, Texas 78746

Office (512) 328-2533 / Fax (512) 328-2544

[www.teesi.com](http://www.teesi.com)

TBPE# F-3502

7. Owner will verify site conditions at each location and provide engineer required information.
8. The Owner/Contractor will be required to adhere to contract requirements including submittal reviews and construction observations.

#### **FEES & TERMS**

We propose to perform the aforementioned professional engineering services for fixed fee of **\$12,000.00**. Based on the information provided we do not anticipate the need for any additional Sub-consultants; however, if required, the cost of sub consultants will be reimbursed at a 1.10 multiplier. Other reimbursable will be at a 1.05 multiplier. Additional services will be in accordance with Texas Energy Engineering Services, Inc. standard hourly rate schedule.

#### **PAYMENT SCHEDULE:**

Design Development Phase	35% of Fee*
Final Construction Document Phase	40% of Fee*
Bid Phase	5% of the Fee*
Construction Phase	<u>20% of Fee*</u>
Total:	100%

\*All phases to be billed monthly based on % of completion.



## TEXAS ENERGY ENGINEERING SERVICES, INC. (TEESI)

December 2, 2013

Ben Noack, R.A., LEED AP BD+C  
Senior Architectural Associate  
Travis County - Facilities Management Department  
1010 Lavaca, 4th Floor  
Austin TX, 78701

**RE: Proposal – EOB 7<sup>th</sup> & 9<sup>th</sup> floor plan revisions & added security rooms on 7<sup>th</sup> thru 11<sup>th</sup> floors at EOB, for Travis County Facilities**

Dear Mr. Noack:

I am pleased to present a proposal for professional MEP engineering services for the above referenced project. The project, as I understand it, will consist of modifying finish-out MEP plans for floors 7 and 9, and for addition of security closets to floors 7 thru 11 of the Travis County Executive Office Building (EOB).

In an earlier proposal, TEESI agreed to provide floor plan renovation work for floors 8 through 11 using funds already allocated to the project for commissioning. This proposal is to add the seventh floor to the scope, to substantially revise the ninth floor MEP drawings, and to add power, lighting and rough-in for data/com outlets for security equipment rooms to floors 7 through 11.

### SCOPE OF SERVICES:

1. Coordination with Travis County staff.
2. Develop MEP plans for the proposed layout changes per floor plans provided by Richard Avery and Ben Noack (attached to emails dated 11/6/2013 and following).
3. HVAC work is to be presented as a change proposal request modifying the HVAC renovation project now underway. The scope of this work is limited to relocation (with limited addition and deletion) of ducts, air devices, terminal units, and space sensors as necessary make air distribution and control more compatible with proposed changes in the floor plans.
4. The scope of lighting work is limited to relocation (with some possible contribution to and withdrawal from Owner's stock) of light fixtures, placement of new light switches and motions sensors for lighting control, and circuit modifications (including low voltage control wiring and relays) required to achieve appropriate switching groups, as necessary make lighting and switching code compliant and more compatible with proposed changes in the floor plans.
5. On the 9th floor, all lighting and receptacles will be re-circuited to the existing panels.
6. On the 7<sup>th</sup> floor, plans will provide directives to the contractor regarding the number of receptacles (including existing and new) allowed per circuit. Existing electrical panels will be reused. The contractor will have latitude to select which lights and receptacles are attached to any circuit, and will provide panel directories and record drawings.
7. New receptacles will be located in newly formed office spaces in the approximate density of one receptacle per 12' section of new partition in offices, and a receptacle each 75 feet in corridors. Additional dedicated receptacles will be provided for identifiable locations with appliances expected to draw more than 10A at 115VAC. Existing electrical panels to be used for all new and existing circuits.

---

1301 S. Capital of Texas Highway, Capital View Center Suite B-325, Austin, Texas 78746

Office (512) 328-2533 / Fax (512) 328-2544

[www.teesi.com](http://www.teesi.com)

TBPE# F-3502

8. Circuits will be allocated and wiring methods described for distributing power wiring to Owner's modular furniture system. Four (4) circuits will be made available at each identified point of such connection.
9. Scope of plumbing work is limited to connecting existing hot and cold water, waste and vent piping to new and relocated fixtures shown.
10. General notes are to be included on plans for relocation of existing FA and other existing devices not within the scope of services for this contract.
11. Assist with and address code official review comments related to MEP work, if required.
12. Preparation of technical addenda.
13. Equipment, materials, and shop drawing submittal review.
14. Respond to requests for information (RFI's) during construction and draft change orders as required for issuance by Owner.
15. Three site visits during construction phase, which may be coincident with site visits to observe other work on the site.
16. Contractor, Architect and or Owner to submit plans and specs to regulatory agencies for permitting.
17. TEESI to provide one set of plans and specifications for distribution and reproduction.

**DELIVERABLES:**

1. One set of sealed plans unbound, and one set of PDFs on a compact disc or flash drive or via e-mail for reproduction by Owner.
2. Field observation reports for the three site visits, which may be combined with reports on other site observations.

**ADDITIONAL SERVICES:**

The following are not included in the basic scope of services but may be completed as additional services in accordance with the hourly rates outlined in Attachment A.

1. Studies, analyses, design, or reports not specifically included in the scope of work.
2. Extensive analysis or redesign.
3. Additional designs or redesigns due to required scope changes.
4. Meetings not specifically outlined in the scope of work.
5. Owner approved alternate designs in excess of the available budget or scope.
6. Excessive construction administration services due to contractor's neglect of following required procedures for submittal review and addressing engineer's field report observations.
7. Detailed verification of installed conditions necessary to produce record drawings. We will require the contractor to provide this item.
8. Detailed cost opinions.
9. Costs for forensic investigation, deposition, expert witness services, and other litigation support.
10. Invasive investigation for the generation of plans and specifications.
11. Authorization of alternates for construction that exceed the initial construction budget amounts.
12. Extensive field verification of existing conditions.
13. Existing or new proposed computer/server room power requirements and HVAC design.

**ASSUMPTIONS**

1. Owner will identify existing conditions and provide information required (floor plans in CAD, existing HVAC and fire alarm devices in place, fire wall partition locations, area with special needs and any existing sprinkler or motorized fire smoke dampers etc.) for each location to assist engineer in developing MEP plans and specs.
2. The CAD background drawings provided by the Owner or its Architect must contain necessary furniture layout and proposed equipment placement (copier, TV receptacles, computer receptacles, special equipment placement etc.).
3. Owner shall provide required MEP rough-in/cut sheets for any equipment to be placed in the space.
4. Communication, networking and special systems are by Owner.
5. Non-MEP related consulting services will be provided by others under contract to Owner.
6. Fire alarm system devices to be added, removed or relocated as necessary by certified FA contractor.
7. Owner will verify site conditions at each location and provide engineer required information.
8. The Owner/Contractor will be required to adhere to contract requirements including submittal reviews and construction observations.

**FEES & TERMS**

We propose to perform the aforementioned professional engineering services for fixed fee of **\$5,400.00**. Based on the information provided, we do not anticipate the need for any additional Sub-consultants; however, if required, the cost of sub consultants will be reimbursed at a 1.10 multiplier. Other reimbursable will be at a 1.05 multiplier. Additional services will be in accordance with Texas Energy Engineering Services, Inc. standard hourly rate schedule.

**PAYMENT SCHEDULE:**

75% Review Phase	35%	of Fee*
Final Construction Document Phase	50%	of Fee*
Bid Phase	5%	of Fee*
Construction Phase	10%	of Fee*
Total:	100%	

\*All phases to be billed monthly based on % of completion.

---

1301 S. Capital of Texas Highway, Capital View Center Suite B-325, Austin, Texas 78746

Office (512) 328-2533 / Fax (512) 328-2544

[www.teesi.com](http://www.teesi.com)

TBPE# F-3502



## FACILITIES MANAGEMENT DEPARTMENT

**Roger A. El Khoury, M.S., P.E., Director**

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

### MEMORANDUM

**FMD Project:** EOB-18-14C-3R

**FILE:** 502

**TO:** Cyd V. Grimes, CPM, CPPO, Purchasing Agent

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

**DATE:** September 17, 2014

**SUBJECT:** Executive Office Building Renovations, Floors 4-9  
Texas Energy Engineering Services, Inc, Contract Modification Number 04  
Contract No. 4400001163

A handwritten signature in blue ink, reading "Roger A. El Khoury", is positioned to the right of the "FROM:" field.

This Contract Modification Number 04 is for changes to the Professional Services Agreement (PSA) for design services at the Executive Office Building (EOB) as described in the attached proposals from Texas Energy Engineering Services, Inc. (TEESI).

In December 2013 and January 2014, FMD received proposals from TEESI for additional design services related to the office floor renovations at the EOB:

- 7<sup>th</sup> & 9<sup>th</sup> floor revisions & added security rooms on 7<sup>th</sup> thru 11<sup>th</sup> floors = \$5,400
- MEP design services for 4<sup>th</sup> thru 6<sup>th</sup> floor renovations = \$12,000
- Electrical service upgrade and design required for new fire pump = \$16,400
- Construction phase MEP services for HVAC Upgrade = \$50,000

FMD has been negotiating the technical scopes and related fees for these proposals with the consultant for the past several months. FMD agreed with the scope and fees for the first two proposals above. FMD did not initially agree with the scopes and fees associated with the other two proposals. Because all four proposals were received during the same time period and because all were inter-related, FMD included all four in a single group for technical scope clarification discussions with the consultant.

The projects at the EOB were the first in a string of projects ultimately leading to the creation of two new criminal courts in the CJC. Therefore, the EOB projects were highly schedule-critical so TEESI was allowed to continue with their design services as clarifications on the proposals were pursued by FMD.

After several technical scope discussions with TEESI, FMD has finally concluded that the \$16,400 proposal amount for additional services related to the electrical service upgrade and fire pump design work is justified but the \$50,000 proposal amount for additional construction phase services is not. Therefore, out of a total requested amount of \$83,800 for all four proposals, FMD and TEESI have both agreed to this Contract Modification amount of \$33,800.

This Contract Modification will increase the Contract Sum by \$33,800.00 from \$231,893.09 to a revised Contract Sum of \$265,693.09. The Contract Modification adds no days to the Contract Time. Facilities Management Department (FMD) has reviewed the cost and time for this Contract Modification and has determined that the cost and time are fair and reasonable.

Funds for this Contract Modification are in account 1140114081-522020 and are encumbered under Funds Reservation number #300001347. Facilities Management Department recommends approval.

In accordance with the procedure to secure the approval of this Contract Modification, this request is being forwarded along with the supporting documents for Commissioners Court approval on September 30, 2014. If approved, please issue a fully executed Contract Modification Number 04 to Texas Energy Engineering Services, Inc. Please call Rick Avery at extension 44780 if you have any questions.

**ATTACHMENTS:**

1. Texas Energy Engineering Services, Inc. MEP Engineering Additional Services Proposals (3)

**COPY TO:**

Leroy Nellis, Acting County Executive, PBO

Amy Draper, CPA, Financial Manager, FMD

Ken Gaede, AIA, Senior Project Manager, FMD

Richard Avery, AIA, Project Manager, FMD

Marvin Brice, Assistant Purchasing Agent, Purchasing Office

Patrick Strittmatter, Purchasing Agent Assistant IV, Purchasing Office



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 30, 2014

**Prepared By/Phone Number:** Rachel Fishback, 854-9853

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

**Commissioners Court Sponsor:** Judge Biscoe

**Approve order exempting the purchase of Security Guard Services from Blue Shield Security and Protection Inc., from the competitive procurement process pursuant to section 262.024 (a) (2) of the County Purchasing Act.**

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

Travis County Facilities Management Department requests the Commissioners Court to approve exemption for the specified Security Guard Services from Blue Shield Security and Protection, Inc. from the competitive proposal requirements of the County Purchasing Act, section 262.024 (a)(2).

The current County contractor for Security Guard Services, Tex 1 Security, LLC, d/b/a Texas Star Security, under contract no. 4400001588, is unable to provide the required services at 5501 Airport Boulevard due to a shortage of personnel. Blue Shield is the low bidder for Security Guard Services at 5501 Airport Boulevard for the FY14 fiscal year. These required services will be covered under the new contract to be awarded in November 2014. The security guard services require special training, skills, and experience, and effect the security of facilities for County elections.

- **Contract Amount:** \$50,613.00

- **Funding Information:**

☒ Shopping Cart no. 1000073536 in SAP

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

**ORDER EXEMPTING  
PURCHASE OF SECURITY GUARD SERVICES FROM BLUE SHIELD  
SECURITY AND PROTECTION INC.  
FROM REQUIREMENTS OF THE COUNTY PURCHASING ACT**

**WHEREAS**, the Commissioners Court of Travis County has received a Public Safety Justification from the Facilities Management Department submitted by the Purchasing Agent in accordance with the TEXAS LOCAL GOVERNMENT CODE, 262.024 (a) (2), and

**WHEREAS**, the County requires adequate security services to be provided for the County elections premises, and

**WHEREAS**, the County desires to enter into contract for certain Security Guard Services with Blue Shield Security and Protection Inc. for security services to be provided at 5501 Airport Boulevard, and

**WHEREAS**, the current County contractor for security guard services, Tex 1 Security, LLC, d/b/a Texas Star Security, under contract no. 4400001588, is unable to provide the required services at 5501 Airport Boulevard due to a shortage of personnel, and

**NOW, THEREFORE**, the Commissioners Court of Travis County, Texas hereby orders that the purchase of Security Guard Services from Blue Shield Security and Protection Inc. is exempt from the requirements of the County Purchasing Act for competitive bidding or proposal pursuant to TEX. LOC. GOV. CODE ANN., section 262.024 (a) (2), as it is a purchase needed to protect the public health and safety of the residents of the County.

Signed and entered this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Samuel T. Biscoe, County Judge  
Travis County, Texas

\_\_\_\_\_  
Ron Davis  
Commissioner, Precinct 1

\_\_\_\_\_  
Bruce Todd  
Commissioner, Precinct 2

\_\_\_\_\_  
Gerald Daugherty  
Commissioner, Precinct 3

\_\_\_\_\_  
Margaret J. Gomez  
Commissioner, Precinct 4



## FACILITIES MANAGEMENT DEPARTMENT

**Roger A. El Khoury, M.S., P.E., Director**

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

### MEMORANDUM

**FMD Project:** Service Contracts

**TO:** Cyd V. Grimes, CPM, CPPO, Purchasing Agent

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

**DATE:** September 11, 2014

**SUBJECT:** Security Services Contract Modification and Exemption Request

A handwritten signature in blue ink, reading "Roger A. El Khoury", is positioned to the right of the "FROM:" line.

Facilities Management Department (FMD) requests exemption from the requirements of the County Purchasing Act for competitive bidding modification for the security guard services provided by Blue Shield Security at 5501 Airport Boulevard. The current County contractor for security guard services, Texas Star Security was unable to provide the required services at 5501 Airport Boulevard due to a shortage of personnel. During the current fiscal year, the scope of work was increased adding additional security service hours to support the County Clerk's Office during election periods however new level of contracted services required exceeds our original purchase order estimate of less than \$50,000. The Purchasing Office is currently soliciting Requests for Proposals (RFP) for a new security services contract.

Funding for this purchase order will be from 1140040001-511940. If you have any questions about this project, please contact Don Bowne, Security Manager at extension 45468.

### **COPY TO:**

Leroy Nellis, Acting County Executive, Planning and Budget  
Bonnie Floyd, Assistant Purchasing Agent, Purchasing Office  
Rachel Fishback, Purchasing Agent Assistant, Purchasing Office  
John Carr, Administrative Director, FMD  
Amy Draper, CPA, Financial Manager, FMD



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 30, 2014

**Prepared By/Phone Number:** Michael Long 44850, Marvin Brice 49765

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

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve list of Auto-Renewal Interlocal Agreements and Contracts (250 Total ) for various services.

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

Attached for Commissioners Court approval (Attachment A) is a list of agreements and contracts containing provision for automatic renewal for the period of October 1, 2014 through September 30, 2015. No modifications or other actions are required for this renewal. The renewals are automatic, unilateral, and may be renewed at the discretion of Travis County for successive one-year periods under the same prices, terms and conditions as the original contract.

There has been a decrease in the amount of auto-renewals due largely to the competitive procurement process on specific services and commodities.

APPROVE ( )    DISAPPROVE ( )

---

Samuel T. Biscoe, County Judge

---

Date

**Attachment A**  
**2015 Auto - Renewal**

Central Contract Number	Central Contract Name	Supplier	Department
4400000407	EDUCATION AND TRAINING SV IL120116SH	UNIVERSITY OF TEXAS SOUTHWEST	EMS
4400000627	CLOSED CAPTIONING PS030055EF	TEXAS CLOSED CAPTIONING	HHS
4400000342	CO DEMO WORK IN TRAVIS CO IL000104MQ	TEXAS AGRILIFE EXTENSION SERVICE	HHS
4400000695	UNCROSSMATCHED BLOOD PRD SV PS080228RE	SETON HEALTHCARE	EMS
4400000583	INDIGENT BURIAL/RESTHAVEN PS000170MQ	RESTHAVEN MORTUARY	HHS
4400000366	CO DEMO WORK NTE \$10,000 IL060026RE	PRAIRIE VIEW A & M UNIVERSITY	HHS
4400000582	INDG BURIAL:PHILLIPS UPSHAW PS000169MQ	PHILLIPS UPSHAW RICHARD	HHS
4400000575	INDG BURIAL/COOK-WALDEN F.O. PS000162MQ	NEW FOREST OAKS INC	HHS
4400000581	INDIGENT BURIAL/MISSION PS000168MQ	MISSION FUNERAL HOME	HHS
4400000873	PSYCHOLOGICAL &PSYCHIATRIC SV PS120046SH	MAURO, MARISA	CRIMINAL CTS
4400000636	INTP SV,MLTI-LNG:LANGUAGE LIN PS040022EF	LANGUAGE LINE	HHS
4400000580	INDIGENT BURIAL/KING TEARS PS000167MQ	KING TEARS MORTUARY INC	HHS
4500000021	AUTOPSY SV & EXPERT TESTIMONY-IL030329EF	HAYS COUNTY	ME
4400000579	INDIGENT BURIAL/HARRELL PS000166MQ	HARRELL FUNERAL HOME LTD	HHS
4400002011	INDG BURIAL/FULLER-SHEFFIELD PS000165MQ	FULLER SHEFFIELD FUNERAL SERVICES INC	HHS
4400000584	INDG BURIAL/WEED-CORLEY-FISH PS000171MQ	FISH FUNERAL SERVICES LTD	HHS
4400000659	ARBITRAGE REBATE SERVICES PS070092RE	FIRST SOUTHWEST ASSET MANAGEMENT	HHS
4400000576	INDIGENT BURIAL/COOK-WALDEN PS000163MQ	COOK WALDEN FUNERAL HOME INC	HHS
4500000023	AUTOPSY SV & EXPERT TESTIMONY-IL030304EF	COMAL COUNTY	ME
4500000107	Deaf Interpreting - services REVENUE	City of Austin	HHS
4400000612	CAFB-POST ROAD SERVICE CENTER PS010155LB	CAPITAL AREA FOOD BANK OF	HHS
4400000613	CAFB-PALM SQUARE SV CENTER PS010156LB	CAPITAL AREA FOOD BANK OF	HHS
4400000608	CAFB - WEST RURAL CENTER PS010151LB	CAPITAL AREA FOOD BANK OF	HHS
4400000614	CAFB - SOUTH RURAL CENTER PS010157LB	CAPITAL AREA FOOD BANK OF	HHS
4400000610	CAFB - NORTHWEST RURAL CENTER PS010153LB	CAPITAL AREA FOOD BANK OF	HHS
4400000609	CAFB - NORTH RURAL CENTER PS010152LB	CAPITAL AREA FOOD BANK OF	HHS
4400000611	CAFB - EAST RURAL CENTER PS010154LB	CAPITAL AREA FOOD BANK OF	HHS
4400000344	CALDWEL-TRAVIS SOIL&WATER CON IL000197MQ	CALDWELL TRAVIS SOIL AND WATER	HHS
N/A	RYAN WHITE CARE ACT INTERLOCAL ADMIN	AUSTIN TRAVIS COUNTY HHS - COA	HHS
4400000574	INDG BURIAL/AUSTIN-PEEL & SON PS000161MQ	AUSTIN PEEL AND SON FUNERAL HOME	HHS
4400000577	INDIGENT BURIAL/AUSTIN-JONES PS000164MQ	AUSTIN JONES FUNERAL HOME	HHS
4400000715	RELIEF PHARMACY SERVICES PS090069ML	WILLIAMS, LISA DIANE	SHERIFF

**Attachment A**  
**2015 Auto - Renewal**

Central Contract Number	Central Contract Name	Supplier	Department
4400000423	LEASE AGMT:WESTBANK CMTY LIB LA100263ML	WESTBANK COMMUNITY LIBRARY DIST	SHERIFF
4400000685	INMATE MEDICAL SERVICES PS080146ML	STRELNIEKS, ERIK	SHERIFF
4400000921	ASST CHAPLAIN:KATHY SQUYRES PS990213KW	SQUYRES, KATHY	SHERIFF
4400000895	ASST CHAPLAIN:SIRAJUDDIN-TCSO PS960147KW	SIRAJUDDIN, MOHAMMED	SHERIFF
4400000712	INMATE MEDICAL SERVICES PS090048ML	SIMPKINS, ROBERT C	SHERIFF
4400000919	AD LITM TAX:SHEPHERD-NTE25K/K PS990113LB	SHEPHERD, ROBB	COUNTY ATTY
4400000899	INMATE PSYCHOLOG:SCHMIDT-TCSO PS960156KW	SCHMIDT, JEROME R	SHERIFF
4400000700	RELIEF PHARMACIST SERVICES PS080291ML	RAEMSCH, CONNIE P	SHERIFF
4400001456	General Medical Lab Services	QUEST DIAGNOSTIC	SHERIFF
4600000003	COMPUTER CONSULTING SERVICES CP070143JT	POSEY, DANIEL LAYNE	CSCD
4400000652	PSYCHIATRIC SV:DIST& CRIM CTS PS060246ML	PAUL MD, GREGORY	SHERIFF
4400000902	FORENSIC PSYCHOLOG: G. PARKER PS970041LB	PARKER PHD, GEORGE V	DIST ATTY
4400000917	TAX LIT:MOREHART-NTE 25K/K PE PS990098LB	MOREHART AND WEINMAN	COUNTY ATTY
4400000894	TEMP NURSING SV:MED STAFFING PS960146LB	MEDICAL STAFFING NETWORK INC	SHERIFF
4400000711	TEMPORARY HEALTHCARE SERVICES PS090047ML	MAXIM HEALTHCARE SERVICES INC	SHERIFF
4400000641	INMATE MEDICAL SERVICES PS040276ML	MACKAY MD, DANIEL	SHERIFF
4400000943	CT REPORTING SV,CO ATTORNEY PS010051LB	LISA AHLBURG AND ASSOCIATES	COUNTY ATTY
4400000012	SEARCH SV (ACCURINT) 03T00234RG	LEXIS NEXIS RISK DATA MANAGEMENT	COUNTY WIDE
4400000421	OFC SPACE,BLACKHAWK AMENITY LA070306ML	LAKESIDE WATER CONTROL DISTRICT	SHERIFF
4400000901	KEEP AUSTIN BEAUT:NTE 30K/YR PS970023LB	KEEP AUSTIN BEAUTIFUL INC	TNR
4400000604	CT REPORTING SV F/CO ATTORNEY PS010053LB	JOHNSON, JUDY A	COUNTY ATTY
4400000897	ASST CHAPLAIN SV-JASPER-TCSO PS960151KW	JASPER, WALTER R	SHERIFF
4400000896	ASST CHAPLAIN SV-JAMESON-TCSO PS960150KW	JAMESON, IVAN	SHERIFF
4400000624	PSYCHOLOGICAL SV:DIST&CRIM CT PS030027LB	HUMES PHD, DUSTY L	CRIMINAL CTS
4400000684	LEGAL SV:800MHZ RECONFIG SV PS080136ML	HOLLAND & KNIGHT	COUNTY ATTY
4400000761	CHAPLAIN SV ALVARO HERRERA PS090173ML	HERRERA, ALVARO RENE	SHERIFF
4600000002	TEMPORARY PERSONNEL SERVICES CP060261ML	HAWKINS ASSOCIATES INC	CSCD
4400000857	ASSISTANT CHAPLAIN SERVICES PS110206ML	HARRIS, JR EDWARD CLAYSON	SHERIFF
4400001129	Wilfred J.Hargraves	Hargraves, Wifred J.	SHERIFF
4400000661	VOCATIONAL TRAINING,INMATES PS070137ML	GOODWILL INDUSTRIES OF CENTRAL TX	SHERIFF
4500000081	Securities Lending Agreement w/Frost	FROST BANK	PBO
4400000906	EWBANK & BYROM,P.C.-LEGAL SV PS970183LB	EWBANK AND BYROM	COUNTY ATTY
4400000914	TEMP MEDICAL/NURSING SV TCSO PS990064LB	Elite Personel Consultants, Inc	SHERIFF

**Attachment A**  
**2015 Auto - Renewal**

Central Contract Number	Central Contract Name	Supplier	Department
4400000645	MEDIAT,ARBIT,CONCIL-DIST JUDG PS050202ML	DISPUTE RESOLUTION CENTER	COUNTY ATTY
4400000622	DENTAL SV: DETENTION FAC POP PS020196LB	DENTRUST DENTAL TEXAS PC	SHERIFF
4400000864	FINANCIAL ADVISORY SERVICES PS110283ML	D LADD PATTILLO AND ASSOCIATES INC	COMMISSIONERS
4400000602	TEMP SV:PROF NRS&NRSING STAFF PS010034ML	CRDENTIA CORP. DBA STAFF SEARCH,A	SHERIFF
4400000626	PSYCHIATRIC SV:DIST& CRIM CTS PS030029LB	COONS MD PA, RICHARD E	CRIMINAL CTS
4400000620	TEMP PROF HEALTHCARE SV PS020099LB	CLINICAL STAFF SUPPORT INC	SHERIFF
4400000390	IL AGMT:MF AUSTIN RIDG LEASE IL110007ML	CITY OF AUSTIN	SHERIFF
4400000380	FORENSIC LAB SV:IL-COA IL080121ML	CITY OF AUSTIN	CJP
4400000904	COURT REPORTER - CHAPMAN PS970133LB	CHAPMAN, CAROLINE	DIST ATTY
4400000916	CHILDREN'S ADVOCACY CTR-DA PS990095LH	CENTER FOR CHILD PROTECTION	DIST ATTY
4400000913	TEMP NRS SV:INTERIM HLTH CARE PS990036KW	CAPITAL HOMECARE LP	SHERIFF
4400000016	MEMBERSHIP:CAPCOG ANNUAL 06T00171RG	CAPITAL AREA COUNCIL OF GOVERNMENTS	JUDGE OFFICE
4400000625	PSYCHIATRIC SV:DIST& CRIM CTS PS030028LB	CANTU MD PA, ROBERT E	CRIMINAL CTS
4400000666	PSYCHIATRIST:MAUREEN BURROWS PS070217ML	BURROWS, MAUREEN	DIST ATTY
4400001002	Martha M. Brogan	Brogan, Martha M.	SHERIFF
4400000920	SPEC MED SV:DR C.BRINSON-TCSO PS990164KW	BRINSON MD PA, CYNTHIA	SHERIFF
4400000775	CHAPLAIN SERVICES PS090365ML	BRENNAN, RALPH	SHERIFF
4400000910	BOND COUNSEL,MODS 1 THRU 11 PS970315ML	BRACEWELL AND GIULIANI LLP	COUNTY ATTY
4400000689	DNA LAB TST&XPRT WIT:NTE 100K PS080198ML	BOSTWICK LABORATORIES INC	DIST ATTY
4400000618	LITIG SUPT SV:DOC/VIDEO DUPLI PS020006LB	BARRINGER LEGAL COPIES INC	RISK MGT
4400000391	PSYCHIATRIC NP SV:NTE 137,734 IL110054ML	AUSTIN TRAVIS COUNTY INTEGRAL CARE	SHERIFF
4400000389	INMATE PSYCHIATRIC SERVICES IL110004ML	AUSTIN TRAVIS COUNTY INTEGRAL CARE	SHERIFF
4400000898	COUNSL SV:BATTERNG-AUS STRESS PS960153KW	AUSTIN STRESS CLINIC LTD	SHERIFF
4400000345	RMB: CUSTODIAL SV-CES CLASSRM IL010007DR	AUSTIN INDEPENDENT SCHOOL DISTRICT	CES
4400000668	DRUG TESTING SERVICES PS070292ML	ARMSTRONG FORENSIC LABORATORY	DIST ATTY
4400000623	PSYCHIATRIC SV:DIST& CRIM CTS PS030026LB	ANDERSON, MARY IVA	CRIMINAL CTS
4400000682	CHAPLAIN:NUR MOHAMMED AHMAD PS080078ML	AHMAD, NUR M	SHERIFF
4400000601	CT RPTG SV: CJC LITIG NTE 50K PS000331LB	A BETTER COURT REPORTING	SHERIFF
4500000020	Out of Cty Autopsy-Menard Co-IL960317KW	MENARD COUNTY	ME
4400000663	PROF EQP OPERATOR TRAINING SV PS070179JW	SPEED SHORE CORPORATION	TNR
4400000343	ENERGY SV,INTERLOCAL IL000106JG	CITY OF AUSTIN	FAC MAINT
4400000585	RESIDENTIAL TRTMT:LIFEWORKE PS000183VR	YOUTH AND FAMILY ALLIANCE	JP
4400000660	PROF COUNSEL CNSLT DEBRIEF SV PS070129JT	YOUTH AND FAMILY ALLIANCE	JP

**Attachment A**  
**2015 Auto - Renewal**

Central Contract Number	Central Contract Name	Supplier	Department
4400000704	PROF VISITATION SV PS090023VR	WILLIAMSON COUNCIL ON ALCOHOL AND	JP
4400000997	SEXUAL ASSLT NRS EXAM SV:SANE PS120142DW	Warner, Mary Alice	SHERIFF
4400000378	RESIDENTIAL TRTMT:VICTORIA CO IL080039VR	VICTORIA REGIONAL JUVENILE JUSTICE	JP
4400000412	TRAINING COURSES-UT AT AUSTIN IL970106KW	UNIVERSITY OF TEXAS AT AUSTIN	TNR
4400001150	True Light Temp Emergency Housing	TRUE LIGHT OUTREACH MINISTRIES	CJP
4400000638	PSYCHOLOG EVAL:DR S.A. THORNE PS040114JW	THORNE PHD INC , STEPHEN A	JP
4400000632	RESIDENTIAL TRTMT:THERAPEUTIC PS030169JW	THERAPEUTIC FAMILY LIFE	JP
4400001463	Motivational Interview & Coaching Tng	THE UNIVERSITY OF TEXAS AT AUSTIN	JP
4400000794	PROF RESIDENTIAL TRTMT SV PS100089DW	TEXAS SAN MARCOS TREATMENT CENTER	JP
4400000436	TMTA BLDG PRKING:700 E 11TH LA120019DW	TEXAS MOTOR TRANSPORTATION ASSOC	TNR
4400000435	PRKING LEASE 1210 SAN ANTONIO LA120018DW	TEXAS ASSOCIATION OF COUNTY OFFICIA	TNR
4400000828	RELIEF PHARMACY SERVICES PS110031ML	TESLUK, LINDA M	SHERIFF
4400000619	SW KEY COMMUNITY COORD-JJAEP PS020064JW	SOUTHWEST KEY PROGRAM	JP
4400000893	SOUTHWEST KEY-INTENSIVE SVSN PS960012JW	SOUTHWEST KEY PROGRAM	JP
4400000667	RESIDENTIAL TREATMENT SV PS070255VR	SOUTHWEST KEY PROGRAM	JP
4400000883	MENTORING SERVICES PS120112DW	SOUTHWEST KEY PROGRAM	JP
4400000599	EDUC/COUNSELING:JJAEP-SW KEY PS000299KW	SOUTHWEST KEY PROGRAM	JP
4400000681	DAY TREATMENT SERVICES PS080068VR	SOUTHWEST KEY PROGRAM	JP
4400000868	CASE MANAGEMENT SERVICES PS120011DW	SOUTHWEST KEY PROGRAM	JP
4400001087	Training Construction & Culinary Skills	SKILLPOINT ALLIANCE	JP
4400000658	SEXUAL ASSLT NRS EXAMINER SV PS070033JT	SIFUENTES, LINDA	SHERIFF
4400000586	RESIDENT TRTMT:SHORELINE IN PS000199JW	SHORELINE INC	JP
4400000690	RESIDENTIAL TREATMENT SV PS080213VR	SHILOH TREATMENT CENTER INC	JP
4400000595	RESIDENT TRTMT:SETTLEMNT CLUB PS000244JW	SETTLEMENT HOME FOR CHILDREN	JP
4400000642	PSYCHOLOG SV:DR. OLLIE J.SEAY PS050002JW	SEAY PHD, OLLIE J	JP
4400000701	PSYCHOLOGICAL &PSYCHIATRIC SV PS090013VR	SCOTT, HAROLD D	JP
4400000713	RESID SUBSTNC ABUSE TRTMT SV PS090055VR	San Antonio Lifetime Recovery	CRIMINAL CTS
4400000677	PSYCHOLOG/COUNSEL/ASSESS:COPE PS070350VR	SAMARITAN CENTER FOR COUNSELING	JP
4400000631	RESID'L TRTMT:YOUTH ALTERNAT PS030162JW	ROY MAAS YOUTH ALTNERATIVES INC	JP
4400000790	BI-LINGUAL TREATMENT GROUP SV PS100046DW	RETROSPECTIVE SOLUTIONS PLLC	JP
4400000670	ASSESSMENT SERVICES PS070297VR	RESOLUTIONS ADOLESCENT COUNSELING	JP
4400000634	DENTAL SV-DR. RAMEY,D.D.S. PS030218JW	RAMEY DDS, HOWARD A	JP
4400000908	PSYCHIATRIC/PSYCHOLOG ASSESS PS970185VR	PSYCHOLOGICAL ARTS PC	JP

**Attachment A**  
**2015 Auto - Renewal**

Central Contract Number	Central Contract Name	Supplier	Department
4400000680	PSYCHIATRIC/COUNSELNG SV:COPE PS080006VR	PROVIDENCE SERVICE CORP OF TEXAS	JP
4400000607	IN-HOME FAMILY SERVICES PS010144JW	PROVIDENCE SERVICE CORP OF TEXAS	JP
4400001665	Mary Clare Porter SANE	Porter, Mary Clare	SHERIFF
4400000637	PSYCHOLOG EVAL:DR DAVID POOLE PS040113JW	POOLE, DAVID R	JP
4400000630	RESIDENTIAL TRTMT SV-KERR CO PS030161JW	PIEPER, JANNETT	JP
4400000573	RESID SUBSTNC ABUSE TRTMT SV PS000068VR	PHOENIX HOUSE OF TEXAS INC	JP
4400000594	RESIDENT TRTMT:PEGASUS SCHOOL PS000230JW	PEGASUS SCHOOL INC	JP
4400000699	PSYCHOLOGICAL EVALUATION SV PS080286VR	ONEAL, CASEY	JP
4400000664	RESID SUBSTNC ABUSE TRTMT SV PS070205VR	NEXUS RECOVERY CENTER INC	JP
4400000633	RESIDENTIAL TRTMT:NEW HORIZON PS030172JW	NEW HORIZONS RANCH AND CENTER INC	JP
4400000800	TEMP EMRG RESIDENTIAL HOUSING PS100197DW	NEW ENTRY	CJP
4400000596	RESID'L TRTMT:NEW ENCOUNTERS PS000246JW	NEW ENCOUNTERS RESIDENTIAL	JP
4400000768	RESIDENTIAL TREATMENT SV PS090266VR	NEURO INSTITUTE OF AUSTIN LP	JP
4400000820	PSYCHOLOGIST SERVICES PS110011DW	MUSTIN, JAN FORD PHD	JP
4400001096	Sexual ASLT NURSE EXAMINER SANE MOORE	Moore, Michelle Ray	SHERIFF
4400000788	PROF FILM&CULINARY ARTS TRN PS100032DW	MOBILE FILM SCHOOL INC	JP
4400000803	RESIDENTIAL TREATMENT PS100224DW	MERIDELL ACHIEVEMENT CENTER INC	HHS
4400000907	JC PSYCHOLOGIST - MCFARLEY PS970184LH	MCFARLEY PHD, KEVIN	PCT 1
4400000891	SEXUAL ASSLT NRS EXAMINER SV PS120190DW	MATTHEWS, ALLISON GRACE	SHERIFF
4400000662	SEXUAL ASSLT NRS EXAMINER SV PS070176JT	MARTIN, ANNE	SHERIFF
4400000593	RESID'L TRTMT:LUTHERAN SOC SV PS000229JW	LUTHERAN SOCIAL SERVICES OF THE	JP
4400000766	PROF VISITATION SV PS090263VR	LOUIS, DIANA GARZA	JP
4400000698	PSYCHOLOGICAL EVALUATION SV PS080285VR	LEVY, ELIZABETH	JP
4400000763	PSYCHOLOGICAL EVALUATION SV PS090256VR	LANDERS, DAVID D	JP
4400000792	PSYCHOLOGICAL &PSYCHIATRIC SV PS100067DW	LANDERS, DAVID D	CRIMINAL CTS
4400000708	PROF ADM:RANDM MOM.TIME STUDY PS090028VR	L AND S ADMINISTRATIVE	JP
4400000909	JC PSYCHOLOGIST - KING PS970210LH	KING, JOHN D	JP
4400000764	PROF VISITATION SV PS090257VR	KIDS FIRST HOUSTON LLC	JP
4400000905	MEDICAL SV (JUV CT),DR. JONES PS970137LH	JONES MD, DAVID	JP
4400000696	PSYCHOLOGICAL EVALUATION SV PS080281VR	HOLDEN, WILLIAM J	JP
4400000863	PROF VISITATION SV PS110282DW	HOHMANN, RHONDA	JP
4400000590	RESID TRTMT:CEDAR CREST FOUND PS000211JW	HMIH CEDAR CREST LLC	JP
4400000697	PSYCHOLOGICAL EVALUATION SV PS080282VR	HENDERSON, AUGUST DOLAN	JP

**Attachment A**  
**2015 Auto - Renewal**

Central Contract Number	Central Contract Name	Supplier	Department
4400000377	RESIDENTIAL TRTMT SV(HAYS CO) IL080007VR	HAYS COUNTY	JP
4400000885	MENTORING SV-AAMB HARVEST PS120114DW	HARVEST FOUNDATION INC	JP
4400001664	SANE Nurse Services	Harfoush, Molly Ann	SHERIFF
4400001095	SEXUAL ASSLT NRS EXAMINER	Hamid, Kaamileh	SHERIFF
4400000644	RESID TRTMT:GULF COAST TRADE PS050177JW	GULF COAST TRADE CENTER	JP
4400000805	RESIDENTIAL TRTMT SV (SECURE) PS100234DW	GRANBURY REGIONAL JUVENILE JUSTICE	JP
4400000588	RESID TRTMT:GIOCOSA FOUNDATN PS000206JW	GIOCOSA FOUNDATION,THE	JP
4400000657	SEXUAL ASSLT NRS EXAMINER SV PS070031JT	GIBBS, JULIE	SHERIFF
4400000862	GROUP FACILITATION SERVICES PS110280DW	GENAUSTIN	JP
4400000673	SEXUAL ASSLT NRS EXAM SV:SANE PS070335VR	GANN, KATHLEEN E	SHERIFF
4400000669	PSYCHOLOGICAL SERVICES PS070296VR	FREY PC, ERIC	JP
4400000767	SEXUAL ASSLT NRS EXAM SV:SANE PS090265VR	FOLEY, MOIRA HELENE	SHERIFF
4400000709	PROF VISITATION SV PS090038VR	DR TANIA GLENN AND ASSOCIATES PA	JP
4400000643	TRTMT & RELAPSE PREVENTION SV PS050011JW	DEVELOPMENTAL COUNSELING CENTER INC	CRIMINAL CTS
4400000655	SEXUAL ASSLT NRS EXAMINER SV PS070029JT	DALE, CAROLYN	SHERIFF
4400000789	YOUTH VIOLENCE PREVENTION SV PS100041DW	COUNCIL ON AT RISK YOUTH	CJP
4400000791	SEX OFDR TRTMT:SARAH CORTEZ PS100051DW	CORTEZ, SARAH	JP
4400000629	RESIDENTIAL TREATMENT SV PS030160JW	CORNELL CORRECTIONS OF TEXAS	JP
4400000598	RESID TRTMT:COMAL CO-CONNECTNS PS000264KW	CONNECTIONS INDIVIDUAL AND FAMILY	JP
4400001461	Communication by Hand	Communication By Hand LLC	JP
4400000605	SUBSTANCE ABUSE TRTMT COUNSEL PS010063JW	CLEAN INVESTMENTS INC	JP
4400000912	RGN COORD EFFORTS-AIR QUALITY PS980170JJ	CLEAN AIR FORCE OF CENTRAL TEXAS	TNR
4400001960	COA Analysis of Economic Development	CITY OF AUSTIN	PBO
4400000771	SEX OFDR TRT:NICOLAS CARRASCO PS090307DW	CARRASCO PHD, NICOLAS	JP
4400000572	PSYCHOLOG EVAL/SEX OFDR TRTMT PS000011VR	CARRASCO PHD, NICOLAS	JP
4400000410	CAPCOG 911 / LAKEWAY PSAP IL120179DW	CAPITAL AREA COUNCIL OF GOVERNMENTS	TNR
4400000799	TEMP EMRG RESIDENTIAL HOUSING PS100196DW	BURKES, MAJOR L	CJP
4400000591	RESID TRTMT:BROOKHAVEN YOUTH PS000212JW	BROOKHAVEN YOUTH RANCH INC	JP
4400000817	INMATE PSYCHIATRIC SERVICES PS100297ML	BRENT TURNIPSEED INC	SHERIFF
4400001334	Blue Sky Abilities - Trauma	Blue Sky Abilities, LLC	JP
4400000672	SEXUAL ASSLT NRS EXAM SV:SANE PS070334VR	BLACK, JENNIFER PAIGE	SHERIFF
4400000903	PSYCHIATRIC SERVICES PS970103VR	BHATT, SATISH S	JP
4400000688	RESIDENTIAL TREATMENT SV PS080181VR	AVALON CENTER INC	JP

**Attachment A**  
**2015 Auto - Renewal**

Central Contract Number	Central Contract Name	Supplier	Department
4400000654	SEXUAL ASSLT NRS EXAMINER SV PS070028JT	AUSTIN TRAVIS COUNTY SEXUAL ASSAULT	SHERIFF
4400000382	SUBSTANCE ABUSE TREATMENT SV IL090054VR	AUSTIN TRAVIS COUNTY INTEGRAL CARE	JP
4400000369	INTENSIVE OUTPATIENT TRTMT SV IL060216JT	AUSTIN TRAVIS COUNTY INTEGRAL CARE	CRIMINAL CTS
4400000383	IN-HOME COUNSEL&EDUC SV (FPP) IL090060VR	AUSTIN TRAVIS COUNTY INTEGRAL CARE	JP
4400000348	DUAL DIAGN DRUG COUNSEL SV IL020072VR	AUSTIN TRAVIS COUNTY INTEGRAL CARE	JP
4400000346	CHILDRENS PTNRSHIP SV:MHMR=MSO IL010019VR	AUSTIN TRAVIS COUNTY INTEGRAL CARE	JP
4400000373	CASE MGT:MTL ILL PI-ENH OFDR IL060352JT	AUSTIN TRAVIS COUNTY INTEGRAL CARE	CRIMINAL CTS
4400000381	AUS-SAN ANTONIO INT RAIL DIST IL080182VR	AUSTIN SAN ANTONIO	PCT 3
4400000853	COUNSELING SERVICES PS110165DW	AUSTIN RECOVERY CENTER INC	CRIMINAL CTS
4400000420	JJAP - AISD - YEARLY LEASE LA060253JT	AUSTIN INDEPENDENT SCHOOL DISTRICT	JP
4400000415	AUSTIN CMTY COLLEGE-TRAINING IL980139KW	AUSTIN COMMUNITY COLLEGE	SHERIFF
4400000671	RESIDENTIAL EMRG SHELTER SV PS070310VR	AUSTIN CHILDRENS SHELTER	JP
4400000647	THERAPEUTIC SERVICES PS060022JW	AUSTIN CHILD GUIDANCE CENTER	JP
4400000859	COUNSEL&PSYCHOLOGICAL SV ACGC PS110247DW	AUSTIN CHILD GUIDANCE CENTER	JP
4400000776	CASE MGMT & ANCILLARY SV PS100002VR	ALLIANCE WORK PARTNERS	JP
4400000648	PSYCHOLOG&NEUROPSYCHOLOG TST PS060031JW	AHR, KELLEY	JP
4400000635	RESIDENT TRTMT:ROCKDALE RGNL PS030292JW	4M YOUTH SERVICES INC	JP
ACCTSVS0002	ACCOUNTING SERVICES	ACCOUNTING PRINCIPALS	COM
ACCTSVS0001	TEMP ACCOUNTING SERVICES-ACCOUNTEMP	ACCOUNTEMP OF AUSTIN	COM
4400000232	Maint Document Management System	Vista Solutions Group	COM
4400000251	Purch/Maint Unisys Quantum System	Unisys	COM
4400000364	Internet Connection Services	University of Texas	COM
4400000253	Purch/Maint Unisys Dorado System	Unisys	COM
4400000567	IJS Maintenance	Tiburon	COM
4400000617	FACTS Maintenance	Tiburon	COM
4400001167	IL BETWEEN CUC F/COORDINATED IJS	TEXAS CONFERENCE OF URBAN	COM
4400000229	Deed Indexing System	Manatron	COM
4400000231	TCSO IVR	First Data Government Solutions	COM
4400000465	Tax Bill Mail & Related processing services	Easy Access	COM
4400000562	Sfw Maint EZVote/EZTax/EZVIP	Easy Access	COM
4400001084	JP Tyler Odyssey Case Management System	CUC	COM
4400001166	MAINT RADIO REPAIR COA IL AGREEMENT (J&PS, TCSO)	CITY OF AUSTIN RADIO REPAIR	COM

**Attachment A**  
**2015 Auto - Renewal**

Central Contract Number	Central Contract Name	Supplier	Department
	USE OF EQUIPMENT, LABOR & MATERIALS WITH COA	CITY OF AUSTIN PUBLIC WKS AND	COM
4400001864	IL LEPC Hazmat	City of Austin Fire Department	COM
4400000357	Shared Cost of Emerg. Ops. Center and Admin Services.	City of Austin	COM
4400000915	Case Management & Benefits Admin (CABA)	CAP Systems, Inc.	COM
4400000543	Maint Quantum check & cash automation machind	Burroughs Payment Systems	COM
BRACK00001	SHERIFF DEPT. - BRACKENRIDGE HOSPITAL	BRACKENRIDGE HOSPITAL	COM
4400000560	SUBSCRIP BLOOMBERG FIN MKT & COMMOD NEWS SRV (CSHM	BLOOMBERG LP	COM
4400001720	TCCC: SQUARETRADE 5YR DSKTP WRRNTY	TIGER DIRECT INC	COM
4400001093	FISH FOR BULLFROG POND IL080225DR	TEXAS PARKS AND WILDLIFE DEPARTMENT	COM
4400001370	Recycling Services	TEXAS FACILITIES COMMISSION	COM
4400000230	WORKBOOKS, CORRECTIONAL CES0001-DM	NATIONAL CURRICULUM AND TRAINING	COM
4400000003	DRO IVR	First Data Government Solutions	COM
4400000427	Data Center Lease Space	Cyrus Networks LLC	COM
4400000227	ROLLING OWNER CTRL INSUR PGM 98T0026-OJ	CNA RISK MANAGEMENT	COM
4400000365	SUBDIVISION PLATTING (IN ETJ) IL050322LP	CITY OF AUSTIN	COM
4400000352	RGN RADIO SYS(RRS) OP&MNT:40Y IL040167LC	CITY OF AUSTIN	COM
4400001166	INSTL MNT WIRELESS COMM COMPONENTS & SYS	CITY OF AUSTIN	COM
4400000350	CTECC OPS&MNT:49YR RNWL-TCES IL030285LC	CITY OF AUSTIN	COM
4400000414	COA/HOME HAZ WASTE COLLECTION IL970319JG	CITY OF AUSTIN	COM
4400000280	Electronic Citation System	Brazos Technology Corporation	COM
4400001094	TEXAS COOP PURCHASING NETWORK IL040005DR	Texas Cooperative Purchasing Network	COM



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 30, 2014

**Prepared By/Phone Number:** David Walch 46663; Marvin Brice 49765

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

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language: Consider and Take Appropriate Action on Request to Renew Certain Health and Human Services and Veterans Services Social Service Contracts which Expire September 30, 2014.**

Travis County Health and Human Services and Veteran Services (TCHHSVS) Department has requested the Purchasing Office place on the Court's Agenda the following list of Contracts and Interlocal Agreements which will expire September 30, 2014. TCHHSVS is currently working with either the vendor, a third party (Austin Travis County Integral Care (ATCIC) or The City of Austin) or one of the various County departments involved in the contracting process; and as such they were not ready for presentation to the Court at the time of this agenda preparation. These services need to be continuously provided while the contract drafts are being reviewed and renewed. Once the contracts are finalized, and funding secured, those contracts which require Court approval will be presented for the Judge's signature. However, in order to prevent contract expiration, the following list is being presented for approval.

1. Encompass Medical Management, Inc.  
Contract Number: 4400000583  
Contact Period: 9/30/14—9/29/15  
Contract Amount: \$45,000

This contract is funded through the Parenting in Recovery (PIR) grant and provides database management and program evaluation for the PIR project. TCHHSVS is waiting for the approval of a no-cost extension request that will fund the 9/30/14 – 9/29/15 grant year. The grantor has indicated that it will be late September or early October before a decision is made. While TCHHSVS fully expects to receive approval, it will not execute this contract if the grant funds are not awarded.

## 2. ATCIC SAMSO

Contract Number: 4400000372

Contract Period: 10/1/14—9/30/15

Contract Amount: \$1,277,720

Travis County, the City of Austin and ATCIC have a three-way interlocal agreement for the provision of substance abuse treatment services. Under this agreement, ATCIC manages a network of providers providing comprehensive clinical assessment, intervention services, residential treatment, day treatment, detoxification, and outpatient and continuing care services. Clients are linked or referred to case management and other support services a part of the treatment process.

There is \$881,799 in the FT15 TCHHSVS budget for this contract. The City of Austin is expected to contribute \$310,921 but has not yet confirmed this amount. The Parenting in Recovery (PIR) grant will contribute \$134,599 if the TCHHSVS request for a no-cost extension of the grant is approved. While TCHHSVS expects to receive approval of the no-cost extension request for the PIR funds, this money will be taken out of the contract if the extension is not approved.

## 3. ATCIC System of Care

Contract Number: 4400000374

Contract Period: 10/1/14 – 9/30/15

Contract Amount: \$707,352

TCHHSVS uses a contract with ATCIC to fund a variety of programs, known as the System of Care, for children and their families experiencing mental and behavioral challenges. ATCIC acts as the managed services organization, overseeing the services provided by a network of vendors.

The FY15 contract has money from the following sources:

\$675,000 in General Fund money;

\$32,352 from the Milburn Trust

## 4. ATCIC Main

Contract Number: 4400000375

Contract Period: 10/1/14—9/30/15

Contract Amount: \$1,453,014

Under this Interlocal, ATCIC is required to serve as the lead assessment, planning, and evaluation functions relative to mental health, intellectual/developmental disabilities, and substance abuse services in support of the Community Action Network process.

ATCIC also is responsible for the provision of certain mental health and intellectual/developmental disability services, either as a direct provider or through subcontracts with other providers, for the priority populations defined by the Texas Department of State Health Services. The priority populations include adult diagnoses of schizophrenia, bi-polar disorder or clinically severe depression and children with

severe and persistent mental illness, including those with current or previous involvement in the criminal justice system.

5. ATCIC Child Therapist

Contract Number: 44000001018  
Contract Period: 10/1/14—9/30/15  
Contract Amount: \$78,214

Also funded through the TCC grant, this contract funds 100% of a Child Therapist position at ATCIC. The therapist works with children whose parents are involved with the Travis County Family Drug Treatment Court. The grant funds for this contract are in place.

6. City/County , Public Health Interlocal Agreement

Contract Number: 44000001726  
Contract Period: 10/1/14 –9/30/15  
Contract Amount: \$3,122,526

Contact provides thirteen different health programs for Austin and Travis County residents. Services include: Community Health Improvement Planning, Chronic Disease Prevention and Control, Communicable Disease Prevention, Environmental Health Services, Epidemiology and Surveillance, Health Authority, Immunizations, Injury Prevention, Office of Vital Records and more.

7. City/County Animal Services Interlocal Agreement

Contract Number: 44000001169  
Contract Period: 10/1/14—9/30/15  
Contract Amount: \$1,115,472

Contract provides animal control services including rabies and dispatch to the unincorporated areas of Travis County. Also provides prevention services, shelter services and spay and neuter clinics.

**REQUESTED ACTION:**

APPROVE ( )    DISAPPROVE ( )

---

Samuel T. Biscoe, County Judge

---

Date




**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 15, 2014

**TO:** Cyd Grimes, Travis County Purchasing Agent, CPM, CPPO

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

**SUBJECT:** Contract renewals

**Proposed Motion:**

Consider and take appropriate action to approve start dates for certain TCHHSVS contract renewals that have been drafted but are still in the process of being reviewed either by the vendor, a third party (ATCIC or the City of Austin) or one of the various county departments involved in the contracting process and will not be completed in time to be posted on the 9/30/14 Commissioners Court agenda. Final approval of the contracts will be based on the submitting of final documents to the Commissioners Court upon completion and execution by other parties.

**Summary and Staff Recommendations:**

1) Encompass Medical Management, Inc.  
Contract Number: 4400000683  
Contract Period: 9/30/14 – 9/29/15  
Contract Amount: \$45,000

This contract is funded through the Parenting in Recovery (PIR) grant and provides database management and program evaluation for the PIR project. TCHHSVS is

waiting for the approval of a no-cost extension request that will fund the 9/30/14 – 9/29/15 grant year. The grantor has indicated that it will be late September or early October before a decision is made. While TCHHSVS fully expects to receive approval, it will not execute this contract if the grant funds are not awarded.

2) ATCIC SAMSO

Contract Number: 4400000372

Contract Period: 10/1/14 – 9/30/15

Contract Amount: \$1,277,720

Travis County, the City of Austin and Austin Travis County Integral Care (ATCIC) have a three-way interlocal agreement for the provision of substance abuse treatment services. Under the agreement, ATCIC manages a network which provides comprehensive clinical assessment, intervention services, residential treatment, day treatment, detoxification, and outpatient and continuing care services. Clients are linked or referred to case management and other support services as part of the treatment process.

There is \$881,799 in the FY'15 TCHHSVS budget for this contract. The City of Austin is expected to contribute \$310,921 but has not yet confirmed this amount. The Parenting in Recovery (PIR) grant will contribute \$134,599 if the TCHHSVS request for a no-cost extension of the grant is approved. While TCHHSVS expects to receive approval of the no-cost extension request for the PIR funds, this money will be taken out of the contract if the extension is not approved.

3) ATCIC System of Care

Contract Number: 4400000374

Contract Period: 10/1/14 – 9/30/15

Contract Amount: \$707,352

TCHHSVS uses a contract with ATCIC to fund a variety of programs, known as the System of Care, for children and their families experiencing mental and behavioral challenges. ATCIC acts as the managed services organization, overseeing the services provided by a network of vendors.

The FY'15 contract has money from the following sources:

\$675,000 in General Fund money;

\$32,352 from the Milburn Trust.

4) ATCIC Main

Contract Number: 4400000375

Contract Period: 10/1/14 – 9/30/15

Contract Amount: \$1,453,014

Under this Interlocal, ATCIC is required to serve as the lead in assessment, planning, and evaluation functions relative to mental health, intellectual/developmental disabilities, and substance abuse services in support of the Community Action Network process.

ATCIC also is responsible for the provision of certain mental health and intellectual/developmental disability services, either as a direct provider or through subcontracts with other providers, for the priority populations defined by the Texas Department of State Health Services. The priority populations include adult diagnoses of schizophrenia, bi-polar disorder or clinically severe depression and children with severe and persistent mental illness, including those with current or previous involvement in the criminal justice system.

**5) ATCIC Child Therapist**

Contract Number: 4400001018

Contract Period: 10/1/14 – 9/30/15

Contract Amount: \$78,214

Also funded through the TCC grant, this contract funds 100% of a Child Therapist position at ATCIC. The therapist works with children whose parents are involved with the Travis County Family Drug Treatment Court. The grant funds for this contract are in place.

**6) City/County, Public Health Interlocal Agreement**

Contract Number: 4400001726

Contract Period: 10/1/14 – 9/30/15

Contract Amount: \$3,122,526.

Contract provides thirteen different health related programs for Austin and Travis County residents. Services include: Community Health Improvement Planning, Chronic Disease Prevention and Control, Communicable Disease Prevention, Environmental Health Services, Epidemiology and Surveillance, Health Authority, Immunizations, Injury Prevention, Office of Vital Records and more.

**7) City/County, Animal Services Interlocal Agreement**

Contract Number: 4400001169

Contract Period: 10/1/14 – 9/30/15

Contract Amount: \$1,115,472

Contract provides animal control services including rabies and dispatch to the unincorporated areas of Travis County. Also provides prevention services, shelter services and spay and neuter clinics.

TCHHSVS staff recommends approving these renewals.

**Budgetary and Fiscal Impact:**

This information is included with each contract listed above.

**Issues and Opportunities:**

Once drafted by the Travis County Attorney's Office, these contracts are reviewed by TCHHSVS, the vendor, the City of Austin in the case of ATCIC SAMSO, the Travis

County Auditor's Office and the Travis County Purchasing Office. The review process can take several weeks or even months depending on the complexity of the contract and response time of other parties.

The services provided by these contracts need to be continued while the drafts are reviewed. Those contracts funded solely by PIR grant money will not be executed if the no-cost extension for the grant is not approved. Those contract partially funded by PIR money will have that funding removed from the contract if the no-cost extension is not approved.

**Background:**

TCHHSVS is working with all parties concerned to get these contracts reviewed and executed as soon as possible.

Cc: Nicki Riley, Travis County Auditor  
Janice Cohoon, Financial Analyst, Travis County Auditor's Office  
Mary Etta Gerhardt, Assistant County Attorney, Travis County Attorney's Office  
Leroy Nellis, Acting County Executive, Planning and Budget Office  
Aerin Pfaffenberger, Analyst, Planning and Budget Office  
David Walch, Purchasing Agent Assistant, Travis County Purchasing Office



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 30, 2014

**Prepared By/Phone Number:** Michael Long/854 4850; Marvin Brice/854 9765

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

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve Contract Award for Psychological/Psychiatric Services to Dr. Brian A. Falls

- **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.

State law provides that a person who is mentally incompetent shall not be tried for any criminal offense while in such a condition. The determination of competency is made via a competency evaluation conducted by a licensed Psychologist/Psychiatrist. Approval of this contract will serve to provide competency/sanity evaluations and expert witness testimony for the Criminal Courts by Dr. Falls.

- **Contract Expenditures:** N/A

- **Contract-Related Information:**

Award Amount: As needed

Contract Type: Professional Services

Contract Period: September 30, 2014 – September 30, 2015

- **Contract Modification Information:** N/A

- **Solicitation-Related Information:** N/A

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: N/A

% HUB Subcontractor: N/A

- **Special Contract Considerations:** N/A

☐ Award has been protested

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

- ☐ Award is not to the lowest bidder
- ☐ Comments:

**Funding Information:**

- ☐ Shopping Cart/Funds Reservation in SAP: N/A
- ☐ Funding Account(s): 1940010001/GL 514115  
1941010001/GL 514115

TRAVIS COUNTY  
DISTRICT AND COUNTY  
CRIMINAL COURTS

DEBRA HALE  
DIRECTOR OF COURT  
MANAGEMENT



BLACKWELL-THURMAN  
CRIMINAL JUSTICE CENTER  
P. O. BOX 1748  
AUSTIN, TX. 78767  
(512) 854-9244  
FAX: (512) 854-4464

**DATE:** July 9, 2014

**TO:** Cyd Grimes  
Purchasing Agent

**FROM:** Debra Hale  
Director of Court Management  
District and County Criminal Courts

**RE:** New Contract with Dr. Brian Falls, M.D.

\*\*\*\*\*

The Travis County Criminal Court Department would like to enter into a contractual agreement with Dr. Brian Falls, M.D., to provide competency/sanity evaluations and expert witness testimony for the Criminal Courts. The Criminal Court Judges have researched Dr. Fall's credentials and they have reviewed examples of his reports. The Courts request this contract to provide additional options for competency/sanity evaluations and expert witness testimony.

We have attached the following documents:

- Scope of Services
- Dr. Brian Fall's request letter and Curriculum Vitae
- Proof of Professional Liability Insurance

The following details the line item and budget amount to be used for this contract:

Cost Centers:	GL Account:
1940010001	514115
1941010001	514115

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

# **PROFESSIONAL SERVICES CONTRACT**

**BETWEEN**

**TRAVIS COUNTY**

**AND**

**DR. BRIAN A. FALLS**

**FOR**

**Psychological / Psychiatric Services**

**CONTRACT NO. 4400002165**



**Travis County Purchasing Office**

# TABLE OF CONTENTS

1.0	Definitions.....	3
2.0	Term.....	4
3.0	Contractor’s Responsibilities .....	4
4.0	Compensation, Billing and Payment.....	7
5.0	Records, Confidentiality and Access .....	8
6.0	Amendments/Modifications .....	9
7.0	Other Provisions.....	9
	Approvals .....	15

## Attachments

Attachment A – Scope of Services & Performance Measures.....	16
Attachment B – Fee Schedule.....	17
Attachment C – Insurance Requirements.....	18
Attachment D – Ethics Affidavit including: .....	21
Exhibit 1 - List of Key Contracting Persons.....	23
Attachment E – Conflict of Interest Questionnaire.....	25

STATE OF TEXAS           §  
   §  
 COUNTY OF TRAVIS       §

**PROFESSIONAL SERVICES AGREEMENT  
 FOR PSYCHOLOGICAL / PSYCHIATRIC SERVICES**

**This Agreement** is made and entered into by and between the following parties: Travis County, Texas, (the “COUNTY”) and Brian A. Falls, M. D., (the “CONTRACTOR”).

**WHEREAS**, COUNTY desires to obtain the services of a qualified psychologist to provide psychological and psychiatric services and assessment services for Travis County and;

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

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

**1.0    DEFINITIONS**

In this Agreement,

- 1.1     "Commissioners Court" means the Travis County Commissioners Court.
- 1.2     “Purchasing Agent” means Travis County Purchasing Agent Cyd V. Grimes or her successor.
- 1.3     “County Auditor” means Travis County Auditor Nicki Riley or her successor.
- 1.4     “Parties” mean Travis County and Brian A. Falls, M.D.,
- 1.5     “Is doing business” and “has done business” mean:
  - 1.5.1   paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,
  - 1.5.2   loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
  - 1.5.3   **but does not include**
    - 1.5.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,
    - 1.5.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

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

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

1.7 "DIRECTOR" means the Director of Court Management of Travis County District and County Criminal Courts or her designee.

## 2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall commence upon complete execution by all parties and shall continue through September 30, 2015, unless sooner terminated as provided herein.

2.2 Renewal Term(s): Subject to continued funding by the Commissioners Court, this Agreement shall thereafter automatically renew on October 1 of each year for five (5) succeeding terms of one year unless sooner terminated by either party as provided herein.

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

## 3.0 CONTRACTOR'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

3.11 Professional Licensure/Certification. The CONTRACTOR shall maintain all necessary licenses and certifications related to counseling services being provided hereunder. CONTRACTOR shall provide Director documentation that the provider's license is in good standing with the licensing entity. In the event licensure or certification expires, is revoked, suspended, probated, or is canceled, CONTRACTOR shall inform COUNTY of such event within five (5) working days.

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

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

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

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

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

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

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

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

\*Form is provided as Attachment E\*

3.16 CONTRACTOR certifies that the individual or business entity named in this Agreement is not ineligible to receive the state funds or specified grant or payment under Section 231.006 of the Texas Family Code and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

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

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

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

#### 4.0 COMPENSATION, BILLING AND PAYMENT

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

- 4.1.1 Not to exceed amount: N/A-As needed Basis
- 4.1.2 Additional Fees: None.

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

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

4.4 Invoicing. CONTRACTOR shall invoice County on a monthly basis for services rendered pursuant to this Contract. CONTRACTOR shall submit an invoice no later than ten (10) days from the last day of the month for which payment is being requested. The invoice shall include such information as may be required by COUNTY, including at a minimum the following information with regard to each client for whom payment is requested:

- 4.4.1 the name of the client;
- 4.4.2 the dates (in chronological order) upon which services were provided;
- 4.4.3 the total amount being requested.

Original invoices shall be sent to: District and County Criminal Courts  
Attn: Joseph Kertz  
P.O. Box 1748  
Austin, Texas 78767

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

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

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

4.8 Disbursements to Persons with Outstanding Debt.

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

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

4.8.1.2 the debt is paid.

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

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

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

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

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

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

## 5.0 RECORDS CONFIDENTIALITY AND ACCESS

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

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

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

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

## 6.0 AMENDMENTS / MODIFICATIONS

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

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

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

any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

## 7.0 OTHER PROVISIONS:

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

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

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

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

## 7.5 Non-Waiver of Default

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

7.5.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to COUNTY under it. Any

right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

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

## 7.7 Entire Agreement

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

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

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

## 7.8 Notices:

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

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

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

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

Debra Hale, Director Court Management  
District of Court Management  
District and County Criminal Courts  
P.O. Box 1748  
Austin, Texas 78767

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

Brian A. Falls, M.D.  
2700 Bee Caves Rd.  
Suite 110  
Austin, Texas 78746

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

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

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

final resolution does not resolve the dispute to the CONTRACTOR'S satisfaction, CONTRACTOR may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the DIRECTOR. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution. CONTRACTOR then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

7.12 Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, each party shall choose a mediator within ten business days of the date they agree to mediate. If CONTRACTOR and COUNTY choose different mediators, then the two chosen by CONTRACTOR and COUNTY shall together choose a third person who will be the sole mediator. Representatives of each party shall meet with the mediator in Austin at mutually agreed upon times. The costs of mediation shall be shared equally by the parties. Unless both parties are satisfied with the results of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. & REM. CODE, §154.073, unless both parties agree, in writing, to waive the confidentiality.

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

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

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

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

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

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

7.16 Binding Contract. Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONTRACTOR and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONTRACTOR may

assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

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

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

#### 7.19 Interpretational Guidelines

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

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

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

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

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

4400002165

Page 13 of 23 Pages

4400002165

**DUPLICATE ORIGINALS**

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

**Brian A. Falls, M.D.**

**Travis County**

X 

X \_\_\_\_\_


By: Brian A. Falls, M.D.

By: Samuel T. Biscoe  
Travis County Judge

Date: 09/11/2014

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

Approved as to Legal Form By:

X  9/15/2014  
Assistant County Attorney

Approved by Purchasing:

X  9/16/14  
Cyd Grimes, C.P.M., CPPO Purchasing Agent

**ATTACHMENT A****SCOPE OF SERVICES & PERFORMANCE MEASURES****PSYCHOLOGICAL / PSYCHIATRIC SERVICES**

State law provides that a person who is mentally incompetent shall not be tried for any criminal offense while in such a condition.

To establish competency at the present time, the State must prove beyond a reasonable doubt that at this time the defendant does have sufficient present ability to consult with his attorney with a reasonable degree of rational understanding; or that he does have a rational as well as factual understanding of the proceedings against him/her. The determination of competency is made via a competency evaluation conducted by a licensed Psychologist/psychiatrist. The competency evaluation consists of the following components:

1. Mental Status Psychological/Psychiatric Evaluation  
Consists of a series of interview questions posed to the defendant by the psychologist/psychiatrist that are designed to aid in the determination of the defendant's ability to understand the proceedings against him/her.
2. Review of Jail Records  
Consists of reviewing reports and other documentation prepared by jail staff regarding the defendant's behavior while incarcerated. May include discussions with jail staff. Offense reports are reviewed and descriptions of behavior and circumstances surrounding the arrest are evaluated.
3. Interview with Defense Attorney  
Designed to obtain information regarding the defendant's ability to consult with his attorney with a reasonable degree of rational understanding.
4. Report Preparation  
Designed to provide the Judge, the State, and the Defense Attorney with the results and recommendations of competency evaluation.
5. Court Testimony  
Designed to allow the findings of the competency evaluation to be introduced to the jury. Includes giving the State and the Defense Attorney the opportunity to cross-examine the Psychologist/psychiatrist regarding the results of the competency evaluation.
6. Follow up Psychological/ Psychiatric Evaluations  
When conflicting or unclear information is obtained, it is sometimes necessary to re-interview the defendant in order to provide an accurate evaluation and recommendation.
7. Interview with Family Members  
Designed to obtain information about the defendant's mental health history when necessary.

8. Travel to Del Valle Facility  
Additional cost to be added into fees for the cost of travel to and from the Del Valle facility.

PERFORMANCE MEASURE:

Output Measures:

Contract output shall be measured by CONTRACTOR'S satisfactory delivery of the services in accordance with the terms and conditions of the Contract and in accordance with Attachment A Scope of Services.

Outcome Measures:

The outcome of CONTRACTOR'S service delivery shall be measured by the following:

Completion of the interview and review of jail records for 100% of court referrals within time frame designated by the Court;

Completion of 100% of psychological/psychiatric evaluation reports within time frame designated by the Court;

Availability via phone or in person for follow-up on evaluations when requested by the Court.

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

**Psychological/ Psychiatric Evaluations**

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

Item No.	Item Description	Unit	Cost
1	Psychological / Psychiatric Evaluation for court competency: Evaluation includes travel to Travis County Jail, review of jail medical records and conference w/ TCJ medical staff and correction officers, interview of the defendant, preparation of the report, and faxing report to the judge, prosecutor and defense attorney.	Each	\$350.00
2	Review of jail records:	INCLUDED IN ITEM #1	
3	Interview with defense attorney or prosecutor	P/hr	\$350.00
4	Report preparation	INCLUDED IN ITEM #1	
5	Court testimony	P/hr	\$350.00
6	Follow up Psychological/Psychiatric evaluations	P/hr	\$350.00
7	Interview with family members	P/hr	\$350.00
8	Travel to Del Valle Facility	INCLUDED IN ITEM #1	

**ATTACHMENT C**  
**INSURANCE REQUIREMENTS**

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

**I. General Requirements Applicable to All Contractors' Insurance.**

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

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

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

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

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

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

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

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

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

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

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

## II. Specific Requirements

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

### A. Workers' Compensation and Employers' Liability Insurance

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

### B. Commercial General Liability Insurance

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

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

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

C. Business Automobile Liability Insurance†

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

† **Alternative Insurance Requirement**

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

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

may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

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

E. Blanket Crime Policy Insurance

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

**ATTACHMENT D**  
**ETHICS AFFIDAVIT**

STATE OF TEXAS  
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: \_\_\_\_\_  
Name of Affiant: \_\_\_\_\_  
Title of Affiant: \_\_\_\_\_  
Business Name of Proponent: \_\_\_\_\_  
County of Proponent: \_\_\_\_\_

Affiant on oath swears that the following statements are true:

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

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

SUBSCRIBED AND SWORN TO before me by \_\_\_\_\_ on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Typed or printed name of notary

My commission expires: \_\_\_\_\_

**EXHIBIT 1**  
**LIST OF KEY CONTRACTING PERSONS**  
**June 25, 2014**

**CURRENT**

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge .....	Samuel T. Biscoe	
County Judge (Spouse) .....	Donalyn Thompson-Biscoe	
Executive Assistant .....	Cheryl Brown	
Executive Assistant .....	Melissa Velasquez	
Executive Assistant .....	Josie Z. Zavala	
Executive Assistant .....	David Salazar	
Commissioner, Precinct 1 .....	Ron Davis	
Commissioner, Precinct 1 (Spouse) .....	Annie Davis	Seton Hospital
Executive Assistant .....	Deone Wilhite	
Executive Assistant .....	Felicitas Chavez	
Executive Assistant .....	Sue Spears	
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) .....	Charyl Daugherty	Consultant
Executive Assistant .....	Bob Moore*	
Executive Assistant .....	Martin Zamzow*	
Executive Assistant .....	Madison A. Gessner*	
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	
Interim County Executive, Planning & Budget .....	Leroy Nellis*	
County Executive, Emergency Services .....	Danny Hobby	
County Executive, Health/Human Services .....	Sherri E. Fleming	
County Executive, TNR .....	Steven M. Manilla, P.E.	
County Executive, Justice & Public Safety .....	Roger Jefferies	
Director, Facilities Management .....	Roger El Khoury, M.S., P.E.	
Chief Information Officer .....	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 .....	Jennifer Kraber*	
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.....Elaine Casas, J.D.\*  
 Assistant Purchasing Agent .....Marvin Brice, CPPB  
 Assistant Purchasing Agent.....Bonnie Floyd, CPPO, CPPB  
 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.....Angel Gomez  
 Purchasing Agent Assistant IV.....Jesse Herrera, CTP, CTPM, CTCM  
 Purchasing Agent Assistant III.....Shannon Pleasant, CTPM  
 Purchasing Agent Assistant III.....David Walch  
 Purchasing Agent Assistant III.....Michael Long, CPPB  
 Purchasing Agent Assistant III.....Sydney Ceder  
 Purchasing Agent Assistant III.....Ruena Victorino  
 Purchasing Agent Assistant III.....Rachel Fishback  
 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.....Rosalinda Garcia  
 Director of Court Management.....Debra Hale  
 Planner Sr, Criminal Courts.....Kasey Hoke  
 Financial Analysis Lead Criminal Courts.....Joseph Kertz

## FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Purchasing Agent Assistant III.....	Nancy Barchus, CPPB.....	06/28/14
Purchasing Business Analyst.....	Jennifer Francis ..	11/29/14
Executive Assistant .....	Barbara Smith.....	01/15/15
Attorney, Transactions Division .....	Jim Connolly .....	02/28/15
County Executive, Planning & Budget .....	Leslie Browder ...	03/31/15

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

## ATTACHMENT E

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

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

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

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

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

**Do you have or do you anticipate having subcontractors under this proposed contract?   \_\_YES   \_\_NO**

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

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

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

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

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

Name of Contractor

Vendor I.D. or Social Security No.

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

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

Signature of Authorized Representative

Date

Printed/Typed Name & Title of Authorized Representative



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 30, 2014

**Prepared By/Phone Number:** Scott Wilson/854-1182

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

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve Modification No. 8 to Contract No. 4400001068, ImageSoft Inc., for Imaging and Document Management System and Maintenance.

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

On August 21, 2012 Commissioner's Court awarded a contract to ImageSoft, Inc. for an Imaging and Document Management System for Travis County and the County Clerk's office, which included approval for all four (4) phases of the project. At this time Phase I has been completed and the implementation process for Phase II is under way. After an extensive review of Phase II, it has been determined that an additional software module called Public Sector Constituency Web Access is needed, which will allow the public to search and view documents that are available on public county websites. This Public Sector Access Software is part of the enterprise version; therefore, all county departments will be able to utilize this application programming interface (API) if they want their documents on a public county website.

Modification No. 7, approved by the Purchasing Agent on August 29, 2014, incorporated additional specifications for phase II into the contract.

Modification No. 6, approved by Commissioner's Court on July 8, 2014, added Clerk Review, Judge Signature Queues and ImageSoft TrueSign software.

Modification No. 5, approved by the Purchasing Agent on April 2, 2014, added Document Import Processor software and professional service implementation hours.

Modification No. 4, approved by the Purchasing Agent on March 3, 2014, allowed for the TrueFiling CourtRecordMDE and Indexing Automation interface component to be implemented within the Travis County network to accept filing requests from filers using the efile Texas.gov system and insert them into the OnBase system.

Modification No. 3, approved by the Purchasing Agent on October 29, 2013, granted Records Management and Juvenile Probation to OnBase Licensing.

Modification No. 2, approved by the Purchasing Agent on August 5, 2013, allowed for all Minute Traq documents to be protected so they cannot be modified in OnBase or interim storage.

Modification No. 1, approved by the Purchasing Agent on July 2, 2013, added the EDM Services Software Module.

➤ **Contract Modification Information:**

Modification Amount: \$19,300

Modification Type: additional software modules

Modification Period: August 21, 2014 through August 20, 2015

➤ **Funding Information:**

☒ Funds Reservation: department creating a Funds Reservation

Created on 9/25/14 at 5:04 pm  
**MODIFICATION OF CONTRACT NUMBER: 4400001068 for Imaging and Document Management System  
and Maintenance**

**PAGE 1 OF 7 PAGES**

ISSUED BY: PURCHASING OFFICE 700 LAVACA STREET STE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: <b>Scott Wilson</b> TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: <b>September 17, 2014</b>
ISSUED TO: <b>ImageSoft, Inc.</b> <b>Attn: Scott Bade</b> <b>25900 W 11 Mile Road, STE 100</b> <b>Southfield, MI 48034</b>	MODIFICATION NO.:  <b>8</b>	EXECUTED DATE OF ORIGINAL CONTRACT:  <b>August 21, 2012</b>
ORIGINAL CONTRACT TERM DATES: <u>August 21, 2012 through August 20, 2013</u>		CURRENT CONTRACT TERM DATES: <u>August 21, 2014 through August 20, 2015</u>

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**

Original Contract Amount: \$716,797

Current Modified Amount: \$984,403

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

The above numbered contract is hereby modified as per attached Project Change Request to add an additional enterprise software module called Public Sector Constituency Web Access, which will allow the public to search and view documents that are available on public county websites. As a result of this Contract Modification, the above contract is increased by \$19,300.

**Note to Vendor:**

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

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

LEGAL BUSINESS NAME: _____  BY: _____ SIGNATURE  BY: _____ PRINT NAME  TITLE: _____ ITS DULY AUTHORIZED AGENT	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER  DATE: _____
TRAVIS COUNTY, TEXAS  BY: _____ CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT	DATE: _____
TRAVIS COUNTY, TEXAS  BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE: _____



<b>Original Contract No.</b>	4400001068
<b>Change Order:</b>	15478
<b>Customer Name:</b>	Travis County
<b>Customer Contact:</b>	Bob Trautman
<b>Project Name:</b>	OnBase Implementation – Phase 2 – Public Documents
<b>ImageSoft Sales Contact:</b>	Kevin Kowalkowski
<b>ImageSoft Project Manager:</b>	Moises Feliciano
<b>Date:</b>	July 21, 2014

### **Project Change Description**

As part of Phase II for the existing OnBase EDMS implementation for the Travis County Clerk of Courts, the County would like to allow for documents to be placed on the public website for search and retrieval. Any documents made publicly available would have previously been processed through a redaction process to ensure any sensitive data has been removed from the file before posting.

When initially finalizing the contract, options to provide this functionality were discussed; however, it was left out of the initial scope. Through recent discussions between ImageSoft and Travis County, it has been determined that a simple website offering, that can be plugged into the existing Travis County website, is appropriate for the County for now. This website will provide similar functionality as the current website today with simple retrieval for Court Case documents (Civil, Probate, and Misdemeanor):

- ImageSoft will build the .NET-based web service layer built on the OnBase Unity Integration Toolkit in the County's local network and will provide all the necessary calls to the OnBase Application Server to search and retrieve PDF document renditions. The web service will exist on the Unity Client Application Server framework that exists today in the Travis County environment.

That web service layer will be called by the Oracle APEX-based website. ImageSoft will work collectively with Travis County technical staff to make changes and publish those changes to an Oracle APEX website environment.

A description of the changes are detailed in Appendix A of this document.

### **Scope**

To implement the proposed Services, ImageSoft will undertake the following tasks;

- *ImageSoft will create the web service layer to make the appropriate calls to the OnBase system to search and retrieve publicly available documents based on the Cause Number of the currently viewed case.*

- 
- 
- *ImageSoft will work with Travis County staff to implement that web service layer in the existing Travis County environment. Travis County will be responsible for using the APEX Wizard and ImageSoft will provide the web service location information to use in that Wizard.*

### **Assumptions**

The following assumptions were made when estimating pricing for this project change request:

- *Travis County will provide the current APEX-based website source information and any necessary development environment components, licenses, etc. to make the appropriate changes.*
- *Travis County technical staff will work collectively with ImageSoft to connect the Oracle APEX website to the ImageSoft created web service layer by using the provided wizard-driven website control to be placed in the APEX website.*
- *Travis County will be responsible for any network connectivity issues between the Oracle APEX web site hosted in the Virginia data center and the ImageSoft provided web service interface hosted on the Travis County network.*
- *It was initially discussed to allow a more advanced level of access to mental health documents. For the time being, this has been excluded from the scope of this Public Document Search initiative.*
- *This functionality requires the OnBase Unity Integration Toolkit API license. This license has been proposed in a separate SOW Amendment that must also be executed in order to be used as part of this scope of work.*

### **Deliverables**

- *ImageSoft will deliver a functioning web service interface to search and retrieve PDF renditions of documents based on passed in search criteria as defined in Appendix A of this PCR document.*
- *ImageSoft will provide a high-level document describing the methods available within the API Service Layer, their required parameter inputs, and response types and structure.*

## **Fees**

For the work associated with this project change request, the estimated number of hours is increased by 60. Based on a standard service rate of \$155 per hour, the additional fees to the Client are \$9,300.

Additionally, the following OnBase software modules will be added to the contract as required for this initiative:

<b>Premise Software</b>				
	<b>Product</b>	<b>Unit Cost</b>	<b># Units</b>	<b>Cost</b>
<b>OnBase Software</b>				
Public Sector Constituency Web Access	DSIPI1	\$10,000	1	\$10,000
<b>One-Time ImageSoft Software Discount</b>				<b>-\$2,000</b>
OnBase Annual Software Maintenance	OBMAINT	\$2,000	1	\$2,000
<b>Premise Software Subtotal</b>				<b>\$10,000</b>

Note - This functionality requires the OnBase Unity Integration Toolkit API software license. This license has been proposed in a separate SOW Amendment that must also be executed in order to be used as part of this scope of work.

## Agreement

Signature is required to accept this Project Change Request. By signing below each party agrees to the proposed project scope and authorizes work to begin.

Each of us agrees that the complete agreement between us about these Services consists of 1) this Project Change Request, 2) the referenced Statement of Work including any previous mutually-approved Project Change Requests, 3) the Professional Services Agreement ("PSA") and the System Maintenance Agreement (SMA) entered into by and between Travis County and ImageSoft.

<p><i>Agreed to:</i>  <b>Travis County, TX</b>  <b>700 Lavaca Blvd.</b>  <b>Austin, TX 78701</b></p>	<p><i>Agreed to:</i>  <b>ImageSoft, Inc.</b>  <b>25900 W. 11 Mile Rd., Suite 100</b>  <b>Southfield, MI 48034</b></p>
<p>By: _____  <div style="text-align: center;">Authorized Signature</div> </p>	<p>By: _____  <div style="text-align: center;">Authorized Signature</div> </p>
<p>Date: _____</p>	<p>Date: _____</p>
<p>Name (type or print): _____</p>	<p>Name (type or print): <b><u>Scott Bade</u></b></p>
<p>Title (type or print): _____</p>	<p>Title (type or print): <b><u>President</u></b></p>
<p>Project name: <b><u>OnBase Implementation – Phase 2 – Public Documents</u></b></p>	

<p><i>Internal Use:</i></p>	<p>Opportunity #: <u>15478</u></p>
	<p>Sales Order #: _____</p>

## Appendix A – Solution Description

Civil, Probate, and Misdemeanor Court Case Documents will be made available for public search and retrieval for anyone who searches from the County website. Any documents types that are captured into the system that are noted as being “publicly available” will be available for public search and retrieval with no necessary account, credentials, etc. The search and retrieval of documents will be built into the existing APEX website as it works today. Currently, there are two websites within the County website. One is for searching Case data and the other is for searching Case documents. The new document search functionality will be exposed using the existing Case data search to provide a single, cohesive data and document search interface. The existing document search functionality will be deprecated by Travis County staff.




No changes will be made to the following screens for search and search result/case selection:

Case Number	Party Type	Full Name	Case Type	Filing Date	Case Status	Attorney Name	Person at Business
C-1-CV-14-004294	DEPENDANT #1	SMITH CAITLIN NICOLE	CV STUDENT LOAN	05/13/2014	CV PENDING	-	PERSON
C-1-CV-14-003292	PLAINTIFF #1	SMITH ASHLEY	CV PERSONAL INJURY MOTOR VEHIC	04/11/2014	CV PENDING	SHARP LANCE DAVID	PERSON

Once a case is selected from the above Case selection screen, the user will be directed to the Case Details Screen (Civil example shown below):

Full Name	Attorney Name	Party Type
SMITH CAITLIN NICOLE	-	DF 1
STATE OF TEXAS	ADAMS JOHN C	PL 1

This screen will be altered to add a new list of documents below the "Party Details" list. This list will have similar fields (as shown below from the current "Document Search" website) but it will adopt the look and feel (style) of the "Case Data Search" site that it is being integrated into.

DOCUMENTS					
Document ID	Date Received	Document Type	Document Category	Document Desc	View
581824	11/05/2010	6142		PLD:CV LETTER TO CLERK	
607723	02/09/2011	3702		RET:CV EXECUTION RET EXECUTED	
609338	02/14/2011	6142		PLD:CV LETTER TO CLERK	

Clicking the 'View' button will open a separate window with the requested document delivered as a PDF document.



**Dana DeBeauvoir** *Travis County Clerk*

PO Box 149325, Austin TX 78714-9325 | **Phone:** (512) 854-9188 | **Website:** [www.traviscountyclerk.org](http://www.traviscountyclerk.org)

September 16, 2014

TO: Scott Wilson, Purchasing Agent  
FROM: Susan Bell  
RE: Contract Modification for Imagesoft – Public Document Module

Please move forward expeditiously to prepare and place on the Commissioners Court agenda a contract modification with Imagesoft that will add a public access module. This module will allow the public to view documents on the web. This feature was in our original budget but was temporarily pulled out of the project phases until we could flush out the details. That process has been done, and we are now ready to move forward. Please note that this will also need to include an amount for professional services. These services provide coding changes to allow our current website to interoperate with this api interface.

This public access module is part of the enterprise version, therefore, all departments will be able to use this api interface if they want their documents on a public website.

We cannot go live without the public access portion available and online.

Your assistance is appreciated. Please let us know if you have any questions.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 30, 2024

**Prepared By/Phone Number:** Lori Clyde/44205

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

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve Contract Award for iManage Upgrade Implementation Services to Younts 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.

The Civil Divisions of the County Attorney's Office uses a document management system call iManage. The software upgrade has been purchased and the department needs assistance configuring and implementing the new modules. At this time the County Attorney's Office recommends approval of a Professional Services Agreement with Younts Consulting, Inc. to assist with the iManage upgrade implementation.

The cost of these services is a not-to-exceed amount of \$77,560 which includes the professional consulting services and consultant travel.

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

- **Contract-Related Information:**

Award Amount: NTE \$77,560.00

Contract Type: Professional Services Agreement

Contract Period: September 30, 2014 – September 29, 2015

➤ **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:

➤ **Funding Information:**

- ☐ Funds Reservation #: 300000713
- ☐ Funding Account(s):
- ☐ Comments:

**DAVID A. ESCAMILLA**  
COUNTY ATTORNEY  
**STEPHEN H. CAPELLE**  
FIRST ASSISTANT  
**JAMES W. COLLINS**  
EXECUTIVE ASSISTANT



RECEIVED  
TRAVIS COUNTY  
2014 SEP 15 PM 4:53  
314 W. 11TH STREET  
GRANGER BLDG., SUITE 500  
AUSTIN, TEXAS 78701  
PURCHASING  
OFFICE  
P.O. BOX 1748  
AUSTIN, TEXAS 78767  
(512) 854-9415  
FAX: (512) 854-4808

September 15, 2014

Lori Clyde  
Travis County Purchasing Office  
P.O. Box 1748  
Austin, Texas 78767

Re: Recommendation for Approval of Professional Services Agreement with Younts Consulting, Inc. to Assist with iManage Document Management System Software Upgrades

Dear Ms. Clyde:

This letter is our request that the above matter be placed on the September 30, 2014, Commissioners Court Agenda.

Proposed Motion:

Consider and take appropriate action to approve the purchase of professional consulting services in connection with configuration and implementation of the document management system used by the County Attorney's Office Civil Divisions.

Summary & Staff Recommendation:

The Civil Divisions of the Travis County Attorney's Office requests approval of a professional services consulting agreement to assist with configuring and implementing new iManage modules. These modules are part of the County Attorney's iManage document management system. Implementing these modules will allow the County Attorney's Office to more efficiently utilize the document management system currently used by the Civil Divisions of the County Attorney's Office.

Background:

The Civil Divisions of the County Attorney's Office uses a document management system called iManage. The company which publishes iManage has created new modules that enhance the functionality of the software and can improve the efficiency of the office. These new modules have already been purchased. This

Lori Clyde  
September 15, 2014  
Page 2

request will allow us to purchase consulting services to help with the implementation of the new modules. Once implemented, these new modules will allow us to:


- 1) Profile documents more efficiently. Profiling is the process of adding documents into the iManage document management system.
- 2) Search for and retrieve documents more efficiently using the newer iManage search engine called IDOL.
- 3) Access documents stored in the Civil Divisions' iManage database using iPads.

To accomplish these goals, the consultant will help us implement the following iManage components: IDOL server, Worksite Communication Server, Mobility Server, Matter Centric Workspaces, the iManage iPad application, new FileSite client software, and new Desksite client software.

Budgetary and Fiscal Impact:

The proposed total impact of the purchase is an estimated sum of \$53,560.00 (not to exceed \$61,594.00) for professional consulting services; \$4,000.00 for consultant travel expenses; and \$11,966.00 for additional services that may be required during the contract term. These funds are pre-encumbered under Funds Reservation 300000713.

Please let us know if you need anything further from our office to process this request.

Sincerely,  
  
James W. Collins  
Executive Assistant

JWC/TAA/lr

## **PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

This Agreement is made and entered into by and between Travis County, a political subdivision of the State of Texas ("Travis County" or "County"), and Younts Consulting, Inc., a Maryland corporation authorized to do and doing business in the State of Texas ("Contractor").

Travis County desires to obtain computer software application consulting services (the "Services") for the Travis County Attorney's Office information technology (specifically, document management) applications (the "Project"); and

Contractor has the necessary ability, expertise, experience, and professional degrees, licenses, and certifications to furnish the Services.

The Travis County Commissioners Court orders this Agreement exempt from the requirements of the County Purchasing Act pursuant to Texas Local Government Code § 262.024(4) because it is a contract for the purchase of personal or professional services.

NOW THEREFORE, the Courts and Contractor agree as follows:

### **Section 1: Employment of Contractor**

1.1 Contractor is an independent contractor and is operating solely in that capacity in providing the Services. Contractor assumes all of the rights, obligations and liabilities applicable to Contractor as an independent contractor. Contractor does not claim to be an employee of Travis County nor does Contractor claim any benefits from Travis County other than the payments which this Agreement sets forth.

### **Section 2: Scope of Services**

2.1 Contractor's Services will consist of all elements of work, materials, equipment and preparation required for the provision of the Services in accordance with applicable federal and Texas law, and in a satisfactory manner as determined by the County Attorney's Office. In doing so, Contractor shall perform the Services described or reasonable inferable from the Basic Services section below.

2.2 Basic Services:

2.2.1 Perform the consulting services specified in the Project Scope of Services (**Attachment A**);

2.2.2 Maintain appropriate confidentiality of County records, data, and information, as provided in Section 8;

2.2.3 Provide complete and accurate deliverables according to the Consulting Estimate (**Attachment B**);

2.2.4 Perform any other Project-related tasks as reasonably requested by the County Attorney's Office.

2.3 For the performance of the additional services listed in **Attachment C** (the "Additional Services"), Contractor will receive the Additional Services compensation set forth in **Attachment C**. Contractor must obtain County's written authorization for Additional Services, and Contractor will not be entitled to compensation for Additional Services performed without such written authorization. For purposes of this Agreement, "written authorization" and "written request" may be satisfied by electronic mail communications.

## 2.4 Administrative Services

2.4.1 Provide a schedule of availability to respond to calls from the County Attorney's Office related to applications that are the subject of this Agreement, as well as during and after implementation;

2.4.2 Teleconference and remotely connect with County Attorney's Office staff as necessary to develop, document, test, and implement applications identified for the Project;

2.4.3 Attend periodic meetings on-site in Austin, Texas as required by the County Attorney's Office;

2.4.4 Work with the County Attorney's Office to develop reasonable timelines and deliverables for development and implementation of the Project;

2.4.5 Cooperate and coordinate with the County Attorney's Office and other contractors as reasonably necessary and as required by the Project Manager;

2.4.6 Provide any other incidental services necessary or desirable for the development of the Services.

## 2.5 Service Limitations

2.5.1 At no time during the term of this Agreement shall Contractor perform any of the following:

2.5.1.1 Activities that could compromise the security of the County Attorney's Office data and applications; or

2.5.1.2 Activities that could compromise the quantity or quality of work performed under this Agreement.

2.5.2 This Agreement is a non-exclusive agreement for both parties.

### **Section 3: County Responsibility**

3.1 The County Attorney's Office project manager (the "Project Manager"), and/or his designated representative, is the County's representative for purposes of administering this Agreement and will provide Contractor with the following items as reasonably necessary or desirable for the development of Contractor's Services under this Agreement:

3.1.1 Any documents or other information in Travis County's possession that pertain to the County Attorney's Office database and application system and that the County Attorney's Office considers necessary or useful to Contractor's performance of the Services;

3.1.2 Secured access (via remote control software or as directed by the Project Manager) to the County Attorney's Office database systems and applications;

3.1.3 Periodic review of Project work plans in coordination with Contractor to assess progress and identify any necessary adjustments to plans.

3.2 The County Attorney's Office, through the Project Manager, will be the point of resolution for any performance or service disputes arising under this Agreement.

### **Section 4: Compensation**

4.1 As compensation for Contractor's performance of the Basic Services under this Agreement, Travis County will pay Contractor the estimated fees set forth in **Attachment B**. The parties acknowledge and agree that the hours presented on **Attachment B** are estimates only, and that Contractor will invoice County only for actual hours worked. In no event, however, will the total fee for performance of the Basic Services exceed the sum of \$61,594.00 unless County determines that funding is available and the parties execute a modification to this Agreement. Payment for any Additional Services requested and performed by Contractor will not exceed the sum of \$ 11,966.

4.2 Contractor shall submit monthly invoices detailing the Services performed in connection with the Project and the fees associated with each task or work product

deliverable. Invoices will be based on approved time sheets, as described in paragraph 4.6, below. Contractor's duty to submit invoices is in addition to Contractor's duty to submit weekly time sheets, as described in paragraph 4.6, below. Invoices shall be submitted to:

Travis County Auditor  
PO Box 1748  
Austin, Texas 78767  
Or via email to ap@co.travis.tx.us

With copy to:

Travis County Attorney's Office  
Attn: Don Castiglioni  
PO Box 1748  
Austin, Texas 78767

If the Services performed comply with the terms and conditions of this Agreement and are accepted by County, as described in paragraph 4.6, County will pay Contractor within thirty (30) days of receipt of an acceptable invoice. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract, Purchase Order, or Delivery Order number; (iii) identification of the Services as outlined in this Agreement; and (iv) any additional payment information that may be called for by this Agreement.

4.3 County will reimburse Contractor for certain expenses incurred by Contractor in connection with this Agreement, including travel, long distance telephone charges, photocopying, postage, or federal express. Reimbursement will be made in strict accordance with the Travis County Budget Rules and the record-keeping and reporting requirements of the Travis County Auditor. In no event will County be required to reimburse Contractor for travel or expenses that exceed or do not strictly comply with those rules and requirements, and in no event will such reimbursement exceed the sum of \$ 4,000.00. Travel and travel-related expenses must be approved by County in advance to qualify for reimbursement. If Contractor notifies County that Contractor anticipates the need to incur expenses over and above this not-to-exceed sum, County and Contractor may amend this Agreement to adjust this not-to-exceed sum in accordance with paragraph 9.20.

4.4 Contractor is an independent contractor and Travis County shall not pay Contractor any customary Travis County employment benefits, including, but not limited to taxes, worker's compensation, health or retirement benefits, sick leave or vacation and holiday.

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

4.6 Acceptance of Services. The County Attorney's Office will promptly (within five (5) working days), review and approve Contractor's time sheets, to be submitted by Contractor at the end of each week. Time sheets must include: a description of each task performed or work product delivered and the hours (or partial hours) spent by Contractor on each. Approval by the County Attorney's Office of such time sheets will be evidenced by the signature of the Project Manager, or other County Attorney's Office representative, on the time sheet. Approval will constitute acceptance of the Services performed and work product delivered by Contractor. Acceptance by the County Attorney's Office will not be unreasonably withheld, but will nonetheless be in the sole discretion of the County Attorney's Office. Any refusal to accept the Services or work product will be noted on the time sheet for the relevant week with a written explanation of the reasons that the Services or work product was not acceptable. The County reserves the right to hold payments, or portions of payments, until the Services or work product is submitted and accepted.

## **Section 5: Period of Service**

5.1 The parties acknowledge and agree that this Agreement will continue in full force for the Initial Term, which begins upon execution of this Agreement and terminates upon satisfactory completion of the Services and delivery of all work product to be produced under this Agreement, unless earlier terminated by either party pursuant to the terms of this Agreement.

5.2 The Initial Term of this Agreement may be extended by mutual agreement in accordance with paragraph 9.20: Amendment.

## **Section 6: Liability**

6.1 Contractor shall act as a fiduciary in its relationship with the County Attorney's Office and Travis County. Any funds received by Contractor during the performance of the Services under this Agreement other than the compensation provided for herein, shall be turned over to the County Attorney's Office without any deductions for any purpose.

6.2 CONTRACTOR SHALL INDEMNIFY, SAVE AND HOLD HARMLESS AND DEFEND TRAVIS COUNTY, ITS AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, INCLUDING ATTORNEY'S FEES OR EXPENSE OF WHATEVER TYPE OR NATURE, ARISING OUT OF ANY AND ALL ACTS OF COMMISSION OR OMISSION OF THE CONTRACTOR OR CONTRACTOR'S OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS IN CONNECTION WITH OR RELATED TO THIS AGREEMENT, FOR WHICH THE CLAIM, DEMAND, SUIT OR OTHER ACTIONS IS MADE OR BROUGHT BY ANY PERSON, FIRM, CORPORATION OR OTHER ENTITY AGAINST THE CONTRACTOR OR THE CONTRACTOR'S OFFICERS, EMPLOYEES AGENTS, SUCCESSORS AND ASSIGNS OR TRAVIS COUNTY, WHETHER WHOLLY OR PARTIALLY THE FAULT OF THE CONTRACTOR. IT IS THE EXPRESS INTENTION OF THE PARTIES, BOTH CONTRACTOR AND

COUNTY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT COUNTY FROM THE CONSEQUENCES OF CONTRACTOR'S ACTIONS. IN THE EVENT THAT A CLAIM IS RECEIVED BY EITHER PARTY TO THIS AGREEMENT, THE PARTY THAT RECEIVED THE CLAIM SHALL FORWARD A COPY OF THE CLAIM TO THE OTHER PARTY WITHIN THREE (3) BUSINESS DAYS OF ITS RECEIPT.

6.3 Contractor represents and warrants that: (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights that may exist on materials used in this Agreement have been adhered to, and (ii) the County will under no circumstances be liable for any infringement of those rights and any rights granted to the County will apply for the duration of this Agreement. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, LIABILITY, JUDGMENTS, AWARDS AND COSTS, INCLUDING EXPENSES OF LITIGATION, COURT COSTS AND REASONABLE ATTORNEY'S FEES ARISING OUT OF OR IN CONNECTION WITH ANY ALLEGED OR ACTUAL INFRINGEMENT OF EXISTING PATENTS, COPYRIGHTS, TRADE SECRETS, LICENSES, OR OTHER PROPRIETARY OR INTELLECTUAL PROPOERTY RIGHT APPLICABLE TO MATERIALS USED IN THIS AGREEMENT. IN THE EVENT THAT AN INFRINGEMENT SUIT OR PROCEEDING ARISES, CONTRACTOR SHALL, AT ITS SOLE COST AND EXPENSE, SECURE COUNTY'S RIGHT TO CONTINUE USING THE PRODUCTS DESCRIBED IN THE SCOPE OF SERVICES, IN PART OR IN FULL, OR TO REPLACE OR MODIFY ALL OR PART OF THOSE PRODUCTS TO RENDER THEM NONINFRINGING.

6.4 Contractor shall maintain, and shall require all subcontractors providing services under this Agreement to maintain, Standard Insurance sufficient to cover the needs of Contractor and/or the subcontractor in accordance with applicable generally accepted business standards and as set forth in **Attachment D**, "Insurance Requirements." Contractor shall furnish the Travis County Purchasing Agent with Certificates of Insurance evidencing the insurance coverage required under this Agreement upon full execution of this Agreement.

6.5 Contractor shall acquire and/or maintain a complete working knowledge of the subject matter with which this Agreement is concerned and any other knowledge or expertise required to adequately perform the Services. Contractor expressly acknowledges that, in entering into this Agreement, the County Attorney's Office has relied on the representations of Contractor about the persons who will be performing the Services and their qualifications and that any other person proposed by Contractor to perform the Services must be approved by the Travis County Attorney's Office before such person may provide Services under this Agreement.

6.6 Contractor shall comply with all applicable federal, state, and local laws rules and regulations while performing the Services and shall acquire or maintain any necessary certifications and/or licenses for the performance of the Services at Contractor's sole

expense. In the event licensure or certification expires, is revoked, suspended, probated, or is canceled, Contractor shall inform County of such event within five (5) working days.

6.7 Contractor warrants that Contractor will perform the Services in accordance with the standards customarily provided by an experienced and competent Contractor rendering the same or similar services. Contractor further warrants that Contractor will perform the duties within this Agreement in a good and workmanlike manner. Nothing in this Agreement will be construed to relieve Contractor of this duty.

## **Section 7: Termination.**

7.1 Either party may terminate this Agreement for the failure of the other party to substantially perform in accordance with the terms of this Agreement by giving ten (10) days' written notice to the non-performing party specifying the reason for the termination.

7.2 Either party may also terminate this Agreement for reasons other than the substantial failure of the other party to perform by giving that other party thirty (30) days' notice.

7.3 In the event of a termination of this Agreement, Contractor will provide County with all of the work product produced pursuant to this Agreement.

## **Section 8: Confidentiality of Records**

8.1 Contractor shall establish a method to secure the confidentiality of records and other information relating to the Services provided under this Agreement in accordance with the applicable federal, state and local laws, rules and regulations, and applicable professional ethical standards.

8.1.1 In addition, through exercise of each party's rights under this Agreement, each party may be exposed to the other party's legal, business, financial, technical, and other information and data, in written, oral, electronic, magnetic, photographic and/or other forms, including but not limited to: (i) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified and (ii) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret ("Confidential Information") trade secrets.

8.1.2 In recognition of the other party's need to protect its legitimate legal and business interests, each party hereby covenants and agrees that it will regard and treat each item of information or data constituting a trade secret or Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, without the express prior written consent of the other party or except as required by law, including the Texas Public Information Act, redistribute, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any

person or entity: (i) any of the other party's Confidential Information during the term of this Agreement and for a period of three (3) years after the termination of this Agreement or, if later, from the last date the Services, or other contractually required actions, are performed by the disclosing party under this Agreement; and (ii) any of the other party's trade secrets at any time during which such information will constitute a trade secret under applicable law.

## **Section 9: Miscellaneous**

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

Travis County: Cyd V. Grimes, CPM  
County Purchasing Agent  
P.O. Box 1748  
Austin, TX 78767

With copies to: David Escamilla  
Travis County Attorney  
P.O. Box 1748  
Austin, TX 78767

Contractor: Donna Keys  
Younts Consulting, Inc.  
4426 Mountain Rd.  
Pasadena, MD 21122

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

9.2 VENUE: The obligations and undertakings of the parties hereto are performable in Travis County, Texas, and this Agreement is governed by and will be construed in accordance with the laws of the State of Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.

9.3 ASSIGNMENT: This Agreement will be binding upon and inure to the benefit of Travis County and the Contractor and their respective successors, executors, administrators and assigns. Neither Travis County nor Contractor may assign, sublet, or transfer his interest in or the obligations under this Agreement without the prior written consent of the other party.

9.4 TAXES: Contractor warrants that Contractor is not currently delinquent in payment of property taxes to the Travis County Tax Assessor-Collector. Notwithstanding anything to the

contrary in this Agreement, if Contractor is delinquent in the payment of property taxes at the time of providing the Services under this Agreement, Contractor assigns any payments to be made for those Services to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

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

9.6 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 Contractor to the State, County or a salary fund, a warrant may not be drawn on a County fund in favor of Contractor, or an agent or assignee of Contractor until: (i) the County Treasurer notifies Contractor in writing that the debt is outstanding; and (ii) the debt is paid. "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with County. County may apply any funds County owes Contractor to the outstanding balance of debt for which notice is made under paragraph 9.1 above, if the notice includes a statement that the amount owed by County to Contractor may be applied to reduce the outstanding debt.

9.7 FORFEITURE OF CONTRACT: Contractor shall forfeit all benefits of this Agreement and County will retain all performance by Contractor and recover all consideration or the value of all consideration, paid to Contractor pursuant to this Agreement if:

9.7.1 Contractor was doing business at the time of execution of this Agreement or had done business during the 365-day period immediately prior to execution of this Agreement with one or more Key Contracting Persons listed in Exhibit 1 to the Ethics Affidavit (**Attachment E**); or

9.7.2 Contractor does business with a Key Contracting Person after the date on which this Agreement is executed and prior to full performance of this Agreement.

9.7.3 "Was doing business," "had done business" and "does business" mean:

(i) 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

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

but does not include:

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

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

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

9.7.4 "Key Contracting Person" means any person or business listed in listed in Exhibit 1 to **Attachment E**.

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

9.9 DEFINITIONS AND USAGE: In this Agreement, the term "day" means a calendar day. Words of any gender used in this Agreement will be held and construed to include any other gender, and words in the singular number will be held to include the plural, unless the context otherwise requires. Words that are not specifically defined herein should be given a common usage construction.

9.10 NON-WAIVER AND RESERVATION OF RIGHTS: No payment, act or omission by either party may constitute or be construed as a waiver of any breach or default of the other party that then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement will not be construed as a waiver of that right or privilege. All rights of either party under this Agreement are specifically reserved and any payment, act or omission will not impair or prejudice any remedy or right of either party under it. Any right or remedy stated in this Agreement will not preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

9.11 **ACCESS TO RECORDS:** Contractor agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the Project, together with all supporting documentation, for a period of three (3) years following the after final payment for completed Services and all other pending matters concerning this Agreement have been closed. Contractor further agrees that County and its duly authorized representatives will have access to any and all books, documents, papers and records of Contractor that are directly pertinent to the services performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

9.12 **SEVERABILITY:** If any clause, sentence, provision, paragraph or article of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or ineffective in any respect, the remainder Agreement shall remain valid and binding.

9.13 **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 154.023 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

9.14 **DISPUTES AND APPEALS:** The Travis County Purchasing Agent acts as the County representative in the issuance and administration of this Agreement. Any document, notice, or correspondence not issued by or to the Purchasing Agent is null and void, unless otherwise stated in this Agreement. If Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

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

9.16 **CERTIFICATION OF ELIGIBILITY:** Contractor certifies that at the time of executing this Agreement, Contractor is not on the Federal Government's list of suspended, ineligible, or debarred contractors. If Contractor is placed on the list during the term of this Agreement,

Contractor shall notify the Purchasing Agent. False certification or failure to notify may result in termination of this Agreement for default.

9.17 OWNERSHIP OF WORK PRODUCT: All work product produced subject to this Agreement, or in performance or furtherance of the Services provided under this Agreement, together with all intellectual property and proprietary rights in and to all such work product, will, immediately upon creation and without further action by either party, become the sole and exclusive property of Travis County.

9.18 CIVIL RIGHTS/ADA COMPLIANCE: Contractor shall provide all services and activities under this Agreement in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933].

9.19 SUBCONTRACTING: Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this Agreement without the prior written approval or the prior written waiver of this right of approval from County. It is acknowledged by Contractor that no officer, agent, employee or representative of County has the authority to grant such approval or waiver unless expressly granted that authority by the Commissioners Court.

9.20 AMENDMENT: Only written instruments signed by both Travis County and Contractor are effective to amend this agreement. It is acknowledged by Contractor that no officer, agent, employee or representative of Travis County has any authority to amend or alter the terms of this Agreement except pursuant to such express authority as may be granted by the Travis County Commissioners Court.

9.21 AUTHORITY TO EXECUTE: The person signing this Agreement on behalf of Contractor, or representing himself or herself as signing this Agreement on behalf of Contractor, does hereby warrant and guarantee that he or she has been duly authorized by Contractor to sign this Agreement on behalf of Contractor and to bind Contractor validly and legally to all terms, performances, and provisions in this Agreement.

9.22 ENTIRETY OF AGREEMENT: This is the sole, entire and integrated Agreement between Travis County and Contractor and supersedes all prior negotiations, representations, or agreements either oral or written.

9.23 ATTACHMENTS: The attachments enumerated and denominated below are made a part of this Agreement, and constitute promised performances by Contractor in accordance with all the provisions of this Agreement.

Attachment A – Project Scope of Services

Attachment B – Consulting Estimate

Attachment C – Additional Services

Attachment D – Insurance Requirements  
Attachment E – Ethics Affidavit

9.24 DUPLICATE ORIGINALS. This Agreement will be executed in duplicate originals and will be effective when executed by both parties (the "Effective Date").

TRAVIS COUNTY

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

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

CONTRACTOR:  
Younts Consulting, Inc.

By: \_\_\_\_\_

Date: 9/19/14

## **ATTACHMENT A PROJECT SCOPE OF SERVICES**

### Project Purpose

The purpose of the Project is to assist the Travis County Attorney's Office ("TCAO") in improving the functionality of TCAO's existing Autonomy Interwoven Worksite document management software, implementing Matter Centric Collaboration (MCC), workspace generation, faster methods for profiling documents and e-mails, IDOL indexing, and mobility functionality.

### Existing Environment

TCAO currently has approximately 100 iManage Desksite 8.5 users using the Outlook integration module. TCAO uses Autonomy Interwoven Worksite 8.5 in the classic mode. TCAO currently has one Worksite database in production and uses the Verity search engine. TCAO does not use the client/matter fields in the standard fashion. Therefore, to implement workspaces and Matter Centric collaboration (MCC), TCAO will need to make modifications to the existing database. TCAO recently purchased Worksite Communication Server, Worksite Mobility Server, and licenses for FileSite and/or Desksite clients.

As described in the Agreement, TCAO will provide a Project Manager, a technical staff person who has been administering interwoven worksite for a number of years. Contractor will be able to remotely control the computer used by the Project Manager to install and configure the requested modules and features. If necessary, the Project Manager can set up a test environment before moving software and databases to production.

### Contractor Services

Contractor shall provide the following services:

1. Assist with converting TCAO's current worksite 8.5 production database to worksite 9.0 (or the most current stable release).
2. Consult with TCAO to develop the most relevant matter centric computing model.
3. Assist with converting TCAO's current worksite database so that it will be suitable for implementing Matter Centric Collaboration (MCC) and workspaces. Assist with the creation of appropriate workspaces and refiling TCAO's existing iManage documents into worksite workspaces.

4. Install and configure Worksite Communication Server software to enable faster and more efficient server-side e-mail profiling. Train the Project Manager so that he will be able to properly maintain the worksite communications server.
5. Install and configure the IDOL server for indexing. Train the Project Manager so that he will be able to properly maintain and support the IDOL server.
6. Install and configure the Workspace generating software provided by Autonomy or Workspace generating software provided by Contractor. Assist TCAO in devising a procedure for auto-generating workspaces.
7. Install and configure Worksite Mobility Server to enable iPad and iPhone devices to access iManage documents. Train the Project Manager so that he will be able to properly maintain the worksite mobility server.
8. Install and configure mobility client on one iPad device and train the Project Manager on use of the software.
9. Install and configure e-mail management components for the most current stable release of Desksite on one client computer and train the Project Manager on use of the software. This task includes configuring integration with Adobe reader, Outlook and Microsoft Office products, including Word, Excel, and PowerPoint. This task also includes training on how to use Desksite to profile documents and email using workspaces.
10. Install and configure e-mail management components for the most current stable release of Filesite on one client computer and train the Project Manager on use of the software. This task includes configuring integration with Adobe reader, Outlook and Microsoft Office products, including Word, Excel, and PowerPoint. This task also includes training on how to use Filesite to profile documents and email using workspaces.
11. Provide advice on the most efficient way to distribute client software to approximately 100 users. The Project Manager will be responsible for deploying the client software to the TCAO employees who will be using the client software. The Project Manager will also be responsible for training these employees on the use of the client software.
12. Provide the Project Manager with assistance troubleshooting problems during the deployment of the above mentioned software.

The estimated fees associated with Contractor's performance of the above-listed basic services tasks, together with a detailed description of each task, are as set forth on **Attachment B**.

#### Project Assumptions

1. Standard business hours are 9:00 AM to 6:00 PM Monday through Friday. Evening and Weekend rates (see **Attachment C**, Additional Services: Hourly Rates) may apply to Services performed outside standard business hours.
2. The installations will be performed remotely whenever possible. If a direct connection for remote access is not available, additional charges may be incurred. This task will be billed in accordance with **Attachment B**.
3. The hours presented on **Attachment B** are estimates only. Contractor will bill only for actual hours worked. Project fees will be invoiced in accordance with Section 4 of the Agreement.
4. The estimated fees set forth on **Attachment B** do not include any modifications to existing customizations, unless specified.
5. Project fees are a one-time, fixed-fee cost that will be billed upon acceptance of the services in accordance with paragraph 4.6 of the Agreement, and include Project status meetings, Project planning activities and kick-off meetings.
6. Modifications to the Project Scope of Services, if requested by County, may impact the total estimate. Changes to the Project Scope of Services will be documented in writing by execution of a contract modification clearly defining the scope of work, costs and deliverables associated with the proposed change. All contract modifications will be processed in accordance with paragraph 9.20 of the Agreement.
7. Contractor will keep all travel and related expenses to a minimum. All travel and related expenses must be approved by County in advance in order to qualify for reimbursement. Reimbursement of all expenses is contingent on Contractor's strict compliance with paragraph 4.3 of the Agreement.

**ATTACHMENT B**

4426 Mountain Rd., Pasadena, MD 21122 Phone 202-588-2000 Fax 410-360-6052

**Quote prepared for: Travis County TX**

8/27/2014

**Consulting Estimate - WorkSite 9.0 Upgrade w/Matter Centricity & Email Management**

<b>Description</b>	<b>Hours</b>	<b>Cost Each</b>	<b>Extended Cost</b>
<b>Base Project Management</b>	1	\$7,800.00	\$7,800.00
Initiate project, planning, project management/coordination, information gathering & attend meetings			
<b>Project Kick-Off</b>	4	\$200.00	\$800.00
Identify Project Team			
Review Best Practices			
Review Project Plan and Task List			
Hardware and Software Planning			
<b>Remote Connection Support</b>	20	\$200.00	\$4,000.00
<b>Implementation Planning &amp; Information Gathering</b>	4	\$200.00	\$800.00
Review current systems environment			
Review current Remote Access Infrastructure			
Review current Security Infrastructure and Policies			
Review document life-cycle metrics, including creation rate, document size, predominant applications			
Review existing document repositories, determine document classification methods, validation data required, security structure			
Review current workstation environment, including existence of a standard image, standard application installation paths, and OS versions			
Finalize and document implementation design			
<b>Matter Centric Planning</b>	24	\$200.00	\$4,800.00
Meet w/Focus Group for Matter Centric Design			
Metadata map review			
Matter Centric Folders by Practice Group			
Security on Matters and Emails			
<b>Server Builds</b>	28	\$200.00	\$5,600.00
Review Server Configurations			
Configure SQL For DMS			
Install and Configure up to (1) WorkSite DMS Server to v9.0			
Install and Configure IDOL Indexer			
Install and Configure Communication Server			
Install and Configure Mobility Server for IOS Devices			
<b>Data Review &amp; Conversion</b>	16	\$200.00	\$3,200.00
Review Free Form Fields			
Convert to drop-down fields			
<b>Client Integration</b>	24	\$200.00	\$4,800.00

FileSite &amp; DeskSite Desktop Testing

IOS Device Testing

Integrate other applications

Assist with Integration issues

**Workspace Creation**

12 \$200.00 \$2,400.00

Create workspace xml templates

Create workspaces

Automate Generation Process

**Matter Centric Implementation**

16 \$200.00 \$3,200.00

Refile Documents

Conversion Support

Provide Technical Assistance w/Desktop Deployment

**Pilot Prep**

16 \$200.00 \$3,200.00

Create workspaces for pilot group

Migrate documents into workspaces

Push out desktops to pilot group

Modify based on feedback

**Post Rollout Support**

32 \$200.00 \$6,400.00

3rd Tier Support - 3 days onsite

**Training**

Administrator Training - Including Workspace generation process

12 \$200.00 \$2,400.00

Train the Trainer

16 \$160.00 \$2,560.00

Documentation of configuration

8 \$200.00 \$1,600.00

---

**Total Estimated Fee for Basic Services \$53,560.00**


---

<b>Optional Considerations:</b>	<b>Hours</b>	<b>Cost Each</b>	<b>Extended</b>
Onsite Technical Support (per day)	8	\$200.00	\$1,600.00
Training & Floor Support (per day)	8	\$160.00	\$1,280.00

## **ATTACHMENT C**

### **ADDITIONAL SERVICES**

#### Compensation for Additional Services

1. For the performance of the Additional Services listed below, County will pay Contractor under a written amendment to this Agreement. The performance of any Additional Services must be authorized in advance in writing by the Travis County Purchasing Agent upon the recommendation of the County Attorney's Office. Fees for Additional Services will not exceed the sum of \$ 11,966.
2. 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 below.
3. County will compensate Contractor for the Additional Services unless the work comprising the Additional Services was made necessary by Contractor's errors or omissions, in which case County will not compensate Contractor.

#### Additional Services: Hourly Rates:

Senior Consultant: \$ 200/hour  
Senior Records Consultant: \$ 215/hour  
SQL/ASP Programmer: \$ 215/hour  
Application Consultant: \$ 200/hour  
End User/Floor Support DMS Trainer: \$160/hour  
Evening & Weekend: \$ 250/hour  
Optional Considerations: see Attachment B.

## **ATTACHMENT D**

### **INSURANCE REQUIREMENTS**

Contractor shall provide and maintain the following insurance during the Agreement term:

- (i) Worker's Compensation in accordance with statutory requirements.
- (ii) 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 same for independent subcontractor(s). County shall be named as an additional insured under this coverage, and a waiver of subrogation in favor of the County shall be attached.
- (iii) 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. Contractor shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts. County shall be named as an additional insured under this coverage, and a waiver of subrogation in favor of the County shall be attached.
- (iv) Employer's Liability Insurance for bodily injury, limit of \$250,000 per occurrence, and for disease, limit of \$250,000 per occurrence, and an aggregate limit of \$500,000. County shall be named as an additional insured under this coverage, and a waiver of subrogation in favor of County shall be attached.
- (v) Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.
- (vi) Contractor shall not perform any of the Services under this Agreement until certificates of insurance meeting the above requirements have been provided to County. Contractor shall not allow any subcontractor(s) to commence work in connection with this Agreement until all required insurance has been obtained. Approval of the insurance by County will not relieve or decrease the liability of Contractor under this Agreement.
- (vii) 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. The insurance company will be subject to County's approval. Contractor 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.

**ATTACHMENT E**  
**ETHICS AFFIDAVIT**

STATE OF TEXAS           §  
COUNTY OF TRAVIS    §

Date: \_\_\_\_\_  
Name of Affiant: \_\_\_\_\_  
Title of Affiant: \_\_\_\_\_  
Business Name of Contractor: \_\_\_\_\_  
County of Contractor: Travis County

Affiant on oath swears that the following statements are true:

1. Affiant is authorized to make this affidavit for Contractor.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Contractor has received the list of Key Contracting Persons associated with this Agreement, which list is attached to this affidavit as Exhibit 1.
5. Affiant has personally read Exhibit 1 to this Affidavit.

Affiant has no knowledge of any Key Contracting Person listed in Exhibit 1 with whom Contractor is doing business or has done business during the 365-day period immediately before the date of this Affidavit.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

SUBSCRIBED AND SWORN TO before me by \_\_\_\_\_ on \_\_\_\_\_,  
20\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Typed or printed name of notary  
My commission expires: \_\_\_\_\_

**EXHIBIT 1**  
**LIST OF KEY CONTRACTING PERSONS**  
**August 28, 2014**

**CURRENT**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge .....	Samuel T. Biscoe	
County Judge (Spouse) .....	Donalyn Thompson-Biscoe	
Executive Assistant .....	Cheryl Brown	
Executive Assistant .....	Melissa Velasquez	
Executive Assistant .....	Josie Z. Zavala	
Executive Assistant .....	David Salazar	
Commissioner, Precinct 1 .....	Ron Davis	
Commissioner, Precinct 1 (Spouse) .....	Annie Davis	Seton Hospital
Executive Assistant .....	Deone Wilhite	
Executive Assistant .....	Felicitas Chavez	
Executive Assistant .....	Sue Spears	
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) .....	Charyl Daugherty	Consultant
Executive Assistant .....	Bob Moore*	
Executive Assistant .....	Martin Zamzow*	
Executive Assistant .....	Madison A. Gessner*	
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	
Interim County Executive, Planning & Budget .....	Leroy Nellis*	
County Executive, Emergency Services .....	Danny Hobby	
County Executive, Health/Human Services .....	Sherri E. Fleming	
County Executive, TNR .....	Steven M. Manilla, P.E.	
County Executive, Justice & Public Safety .....	Roger Jefferies	
Director, Facilities Management .....	Roger El Khoury, M.S., P.E.	
Chief Information Officer .....	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 .....Jennifer Kraber\*  
 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.....Elaine Casas, J.D.\*  
 Assistant Purchasing Agent .....Marvin Brice, CPPB  
 Assistant Purchasing Agent.....Bonnie Floyd, CPPO, CPPB  
 Purchasing Agent Assistant IV .....CW Bruner, CTP, CPPB  
 Purchasing Agent Assistant IV .....Lee Perry  
 Purchasing Agent Assistant IV .....Jason Walker  
 Purchasing Agent Assistant IV .....Richard Villareal  
 Purchasing Agent Assistant IV .....Patrick Strittmatter, CPPB  
 Purchasing Agent Assistant IV .....Lori Clyde, CPPO, CPPB, CTPE  
 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, CPPB  
 Purchasing Agent Assistant IV .....Angel Gomez  
 Purchasing Agent Assistant IV .....Jesse Herrera, CPPB, CTPM, CTCM, CTP  
 Purchasing Agent Assistant III.....Vacant  
 Purchasing Agent Assistant III.....David Walch  
 Purchasing Agent Assistant III.....Michael Long, CPPB  
 Purchasing Agent Assistant III.....Sydney Ceder  
 Purchasing Agent Assistant III.....Ruena Victorino  
 Purchasing Agent Assistant III.....Rachel Fishback  
 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.....Rosalinda Garcia

## FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Purchasing Agent Assistant III .....	Shannon Pleasant .....	08/22/15
Purchasing Business Analyst .....	Jennifer Francis.....	11/29/14
Executive Assistant .....	Barbara Smith.....	01/15/15
Attorney, Transactions Division .....	Jim Connolly .....	02/28/15
County Executive, Planning & Budget .....	Leslie Browder .....	03/31/15

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



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 30, 2014

**Prepared By/Phone Number:** Lori Clyde/44205

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

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve Modification No. 7 to Contract No. 44000000257 (H.T.E. Contract No. CM090255LC), SAP Public Sector, Inc., for BEFIT software and maintenance support.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes. This request is for the procurement of High-Performance Analytic Appliance (HANA) software.

The Auditor's Office recommends approval of the procurement for the software needed to upgrade the existing SAP financial, procurement, human resources and payroll comprehensive reporting environment also known by the technical name SAP Business Warehouse (BW) to version SAP BW 7.4 on HANA. The expected benefits of the upgrade are:

- Enhanced report performance for all County users – dramatically reduced wait times for report generation.
- Improved CAFR reporting performance to accommodate current and future increased data volumes – extending the viability of the current CAFR system for many years to come. It also maximizes the return on the investment of considerable Vendor and County employee time and effort that has already occurred in the CAFR system.
- Increased responsiveness for dashboards and analytic reports – fewer end-user delays.
- Expanded dashboard and other analytic report functionality by eliminating performance constraints.
- Ability to focus developers' time on report functionality instead of optimizing for performance.

- Ability to provide more up-to-date information in the SAP Business Warehouse. Today, data is updated nightly – the upgrade will allow us to update the information more than once a day where a need exists.

The Auditor's Office believes that upgrading the SAP Business Warehouse beginning with the procurement of this software represents a good value to the County in making sure that we can keep on improving SAP reporting and provide timely and useful financial and human resources information to the County end-users. The one-time cost of the HANA software is \$146,642. The on-going maintenance cost beginning January 1, 2015 is \$32,262.00. The maintenance cost will be covered by re-allocating existing funds within the Auditor's Office cost center for SAP County-wide maintenance and support.

- **Contract Expenditures:** Within the last \_\_\_\_ months \$0.00 has been spent against this contract/requirement.
- **Contract Modification Information:**
  - Modification Amount: \$146,642.00
  - Modification Type: Software purchase
  - Modification Period: Beginning September 30, 2014
- **Funding Information:**
  - ☐ SAP Funds Reservation #: 300001283
  - ☐ Funding Account(s):
  - ☐ Comments:

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:** Cyd Grimes, Purchasing Agent **DATE:** September 17, 2014

**FROM:** Christina Adair, County Auditor's Office

**SUBJECT:** Approve modification No. 7 to Contract No. 4400000257 for the procurement of High-Performance Analytic Appliance (HANA) software from SAP Public Services, Inc

---

**Proposed Motion:** *Approve modification No. 7 to Contract No. 4400000257 for the procurement of High-Performance Analytic Appliance (HANA) software from SAP Public Services, Inc. for a total one-time cost of \$146,642 and ongoing annual cost of \$32,262*

**Purpose:** This request is for the procurement of the software needed to upgrade the existing SAP financial, procurement, human resources and payroll comprehensive reporting environment also known by the technical name SAP Business Warehouse (BW) to version SAP BW 7.4 on HANA.

**Details:** On September 16, 2014, Commissioners' Court approved the funding of one-time costs associated with the SAP Business Warehouse upgrade through a reallocation of existing BEFIT (new financial system) project funds. The one-time costs approved for funding request are outlined in the table below.

Upgrade to SAP Business Warehouse	One-Time CO	One-Time General Fund	Timeframe for Procurement
Hardware (not to exceed)	\$186,500	\$139,500*	Early FY15
SAP Software	\$146,642	\$0	This Request
Migration Services (not to exceed)	\$160,000	\$45,500	Early FY15
<b>TOTAL:</b>	<b>\$493,142</b>	<b>\$185,000</b>	
* 3 years maintenance and services			

This request is for the procurement of the SAP software only. The hardware and services items will be procured in early FY15 for the upgrade to take place in March – June of 2015. This will make sure that we have completed the upgrade in time for FY15 year-end processing and reporting. The software license needs to be in place before the hardware installation can be completed.

**Expected Benefits of the upgrade:**

- Enhanced report performance for all County users – dramatically reduced wait times for report generation.
- Improved CAFR reporting performance to accommodate current and future increased data volumes – extending the viability of the current CAFR system for many years to come. It also maximizes the return on the investment of considerable Vendor and County employee time and effort that has already occurred in the CAFR system.
- Increased responsiveness for dashboards and analytic reports – fewer end-user delays.
- Expanded dashboard and other analytic report functionality by eliminating performance constraints.
- Ability to focus developers' time on report functionality instead of optimizing for performance.
- Ability to provide more up-to-date information in the SAP Business Warehouse. Today, data is updated nightly – the upgrade will allow us to update the information more than once a day where a need exists.

**Budgetary and Fiscal Impact:** We believe that upgrading our SAP Business Warehouse beginning with the procurement of this software represents a good value to the County in making sure that we can keep on improving SAP reporting and provide timely and useful financial and human resources information to the County end-users.

The one-time funds for this procurement have been encumbered with funds reservation 300001283 based on the funding source below.

<b>Fund</b>	<b>Fund Center</b>	<b>Amount</b>
4072-Cert of Obligation Series 2012	1060024072 - Co Auditor BEFIT-CO 2012	\$146,642

The ongoing annual cost for the maintenance of this software is \$32,262 beginning in FY15. This cost will in its entirety be covered by re-allocating existing funds within the Auditor's Office cost center for SAP County-wide Maintenance and Support.

cc: Nicki Riley, County Auditor  
Melinda Grahmann, County Auditor's Office  
Barbara Wilson, County Attorney's Office  
Diana Ramirez, PBO  
Jessica Rio, PBO  
Lori Clyde, Purchasing Office

**MODIFICATION OF CONTRACT NUMBER: 4400000257 (CM090255LC) SAP ERP Sfw. & Maint. Support****PAGE 1 OF 3 PAGES**

ISSUED BY: PURCHASING OFFICE 700 LAVACA, SUITE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: Lori Clyde TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: <b>September 15, 2014</b>
ISSUED TO: <b>SAP Public Services, Inc. 3999 West Chester Pike Newtown Square, PA 19073</b>	MODIFICATION NO.: <b>7</b>	EXECUTED DATE OF ORIGINAL CONTRACT:  December 7, 2010
ORIGINAL CONTRACT TERM DATES: <u>December 7, 2010-December 6, 2011</u>		CURRENT CONTRACT TERM DATES: <u>January 1, 2012 - December 31, 2015</u>

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**Original Contract Amount: \$ 1,366,529.00Current Modified Amount \$ 2,475,391.30

**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.

This contract is modified to license the SAP HANA Runtime Edition for SAP BW per the attached:

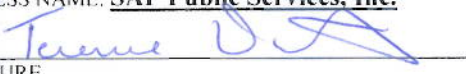
**Appendix 10**  
**effective September 30, 2014 ("Appendix")**  
**to**  
**SAP PUBLIC SERVICES, INC. ("SAP")**  
**SOFTWARE LICENSE AGREEMENT effective December 7, 2010 ("Agreement")**  
**with**  
**Travis County, Texas ("Licensee")**

This Appendix is hereby annexed to and made a part of the Agreement specified above. In each instance in which provisions of this Appendix contradict or are inconsistent with the provisions of the Agreement, the provisions of this Appendix shall prevail and govern.

- LICENSED SOFTWARE:** The Software licensed to Licensee pursuant to this Appendix consists of the components identified below and specified as being licensed. Only individuals licensed as Named Users under the Agreement are permitted to Use the Software and third party software licensed under the Agreement. Such Use shall be in accordance with their respective Named User type, the identified Licensed Level, and the terms of this Appendix. Each Software product licensed hereunder may be referred to as a "Package". At SAP's request, Licensee shall deliver to SAP a report, as defined by SAP, evidencing Licensee's usage of the Software.

**Note to Vendor:**

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

LEGAL BUSINESS NAME: <u>SAP Public Services, Inc.</u>	<input type="checkbox"/> DBA
BY: <u></u>	<input type="checkbox"/> CORPORATION
SIGNATURE	<input type="checkbox"/> OTHER
BY: <u>Terence Dougherty</u>	DATE: <u>9/22/14</u>
PRINT NAME <u>Director of Contracts &amp; Sr. Corp. Counsel</u>	
TITLE: <u>ITS DULY AUTHORIZED AGENT</u>	
TRAVIS COUNTY, TEXAS	DATE:
BY: <u>CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT</u>	
TRAVIS COUNTY, TEXAS	DATE:
BY: <u>SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE</u>	

Licensed SAP Software may utilize limited functionality of other SAP Software products ("SAP Runtime Software"). Unless Licensee has expressly licensed the SAP Runtime Software (under this or a separate Appendix), Licensee's Use of such SAP Runtime Software is limited to access by and through the licensed SAP Software for the sole purpose of enabling performance of the licensed SAP Software. In the event Licensee Uses the SAP Software to build and/or operate a custom developed or third party application, additional license fees may be required.

There are no applicable country/language specific versions licensed by Licensee from SAP hereunder.

If Licensee has an affiliate or subsidiary with a separate agreement for SAP software licenses and/or support services, such affiliate or subsidiary shall not be licensed under this Agreement even if such separate agreement has expired or is terminated, unless otherwise agreed to in writing by the parties.

**1.1 SAP HANA <sup>(a)</sup>:**

"X" if Licensed	Software	License Metric	Licensed Level
	SAP HANA Runtime Edition for SAP BW <sup>(b) (k)</sup>	HSAV <sup>(3)</sup>	1

**(a) Definitions.**

- i. **Data Sources.** Any software product(s) and/or database instance(s) for which Licensee has secured an appropriate license.
  - ii. **Non-SAP Applications.** Any software and/or applications, other than licensed SAP Proprietary Information, for which Licensee has secured an appropriate license from an entity other than SAP, SAP AG, and/or any of its/their subsidiaries and/or distributors.
- (b) The following limited – use versions of SAP HANA: SAP HANA Runtime edition for SAP BW; SAP HANA Database Edition for SAP BW; SAP HANA Limited Runtime edition for Applications and SAP BW; SAP HANA Limited Runtime edition for Applications; or SAP HANA Limited Runtime edition for Applications-User, may be deployed in the same installation as any other SAP HANA edition provided at least 50% of the installation is being used to operate one or more of the following SAP HANA Licenses: SAP HANA Base Edition, HANA Platform Edition; SAP HANA Enterprise Edition
- (k) **SAP HANA, Runtime DB Edition for SAP NetWeaver BW ("HANA DB for BW").** HANA DB for BW is a database licensed solely to support Licensee's Use of SAP NetWeaver Business Warehouse (SAP BW) and Use is limited to communications between SAP BW and HANA DB for BW. HANA DB for BW may support an unlimited number of Data Sources and unlimited use of SAP Business Warehouse Accelerator, subject to the applicable Licensed Level. Any access to HANA DB for BW, including but not limited to data loading, modeling, reporting and distribution, must take place via SAP BW. HANA DB for BW may not be used as a database for any other purpose except as specified in this footnote. HANA DB for BW includes a runtime license of HANA Studio and access is solely to administer and manage SAP BW and perform additional data modeling required to extract or report on SAP BW generated data and objects. HANA DB for BW does not include a license for SAP BW. Standalone Use of HANA DB for BW is not permitted. Licensee has the right to access BW generated data natively in HANA for reporting purposes using SAP BusinessObjects or SAP certified third-party BI tools. Unless otherwise agreed by SAP, HANA DB for BW includes licenses for SAP Near-line storage for SAP BW (NLS for BW). NLS for BW includes a runtime license of Sybase IQ Enterprise Edition, Sybase IQ Enterprise Edition-Very Large Database Management Option and Sybase IQ Enterprise Edition-Unstructured Data Analytics Option which may solely be used with SAP BW. Licensee shall pay additional license fees for HANA DB for BW in the event Licensee's SAP Maintenance Base Value increases.

(3) **HANA SAP Application Value (HSAV)** is the sum of prices for licensed Software, excluding those items identified in the list of prices and conditions that do not contribute to the HANA SAP Application Value.

**1.2 RUNTIME DATABASE: MS SQL Enterprise Edition**

2. **LICENSE FEE AND PAYMENT:** The total Net License Fee to Licensee for the Software licensed hereunder is USD 146,641.19 which is comprised of the following:

- **Net License Fee for SAP HANA Software licensed hereunder – USD 135,778.88.**
- **Net License Fee for MS SQL Enterprise Edition software licensed hereunder – USD 10,862.31.**

The total Net License Fee set forth in this Section 3 shall be invoiced upon execution of this Appendix and is payable net thirty (30) days of the date of invoice.

**3. DELIVERY:**

Delivery of the Software licensed hereunder is estimated to take place in September of 2014 and will be made by making such Software available for download or other electronic transmission to Licensee's location at: Austin, TX 78701.

Licensee acknowledges having received the remote access information listed below allowing download of the Software not previously delivered under Section 4.1 through the SAP ServiceMarketplace (<http://service.sap.com/swdc>):

USER ID: S0006087181  
PASSWORD: DPIVJAGB

Licensee confirms that it has access to SAP Service Marketplace as required to download the Software licensed under this Agreement.

4. **SAP ENTERPRISE SUPPORT AND PAYMENT:** SAP Enterprise Support offered by SAP is set forth in the SAP Enterprise Support Schedule to the Agreement. SAP Enterprise Support at the site(s) specified in the SAP Enterprise Support Schedule to the Agreement shall commence as of the first day of the month following the Effective Date of this Appendix. The initial term of SAP Enterprise Support is the remainder of the current calendar year and the next full calendar year ("Initial Term"). After the initial term and subject to the Agreement and SAP Enterprise Support Schedule, SAP Enterprise Support shall renew at the beginning of each calendar year for the subsequent one year period.


The SAP Enterprise Support Fee for the Software licensed under this Appendix is priced at the then current annual SAP Enterprise Support Factor in effect (currently 22%) multiplied by the total Net License Fee for the licensed Software. The current annual SAP Enterprise Support Fee for the Software licensed under this Appendix is USD 32,261.06 (22% of USD 146,641.19). SAP agrees that the SAP Enterprise Support Factor shall remain at 22% until December 31, 2016. Thereafter, the SAP Enterprise Support Fee is subject to change once during a calendar year upon ninety (90) days' notice to Licensee.

Notwithstanding the foregoing it is agreed that Licensee shall receive free SAP Enterprise Support for the Software licensed under this Appendix through December 31, 2014. Thereafter, SAP Enterprise Support Fees shall be invoiced on an annual basis effective January 1 of a calendar year and payable Net 30 days from date of invoice. Any SAP Enterprise Support Fees due prior to January 1 are invoiced on a pro-rata basis for the given calendar year in effect.

5. **NAMED USER/SOFTWARE EXCHANGE OPTION:** Until September 30, 2016 Licensee shall have the one-time option, to exchange the SAP HANA Runtime Edition for SAP BW licensed hereunder (provided License Fees and Support Fees have been paid by Licensee) for a one hundred percent (100%) credit of the List Price License Fees for such Software, to be applied towards the licensing of additional Named Users or Software previously licensed under the Agreement (excluding SAP branded, Hana, Sybase products, non-discountable and Third Party Software and third party database, and any software products from entities acquired by SAP after June 2010). In the event SAP Software, is exchanged, 100% of such licensed Software metric must be exchanged and Licensee shall discontinue Use of such exchanged Software. Upon written notice from Licensee regarding its exercising of such exchange option, SAP will issue an Amendment to this Appendix modifying the Named User count or Software metric. In the event such exchange results in additional Named Users or a Software metric beyond the total quantity of Named Users or Software metric licensed herein such that the total List Price of those Named Users or Software received exceeds the total List Price of the Named Users or SAP Software exchanged or requires the licensing of third-party software, then Licensee shall be responsible for all additional SAP Software and Named User License Fees (including third-party software fees). There shall be no refunds or credits based on such exchanges. Such exchange will not reduce Enterprise Support Fees.
6. **DATABASE:** Licensee may only Use the runtime database licensed pursuant to Section 1.2 hereof in conjunction with its Use of the Software licensed hereunder in accordance with the terms of this Appendix. In the event Licensee uses the licensed runtime database other than as specified in this Section 5, a full use license, including programming tools, must be licensed directly from the applicable third party database vendor.
7. **PUBLICITY:** Licensee agrees to mutually agreeable telephone references for prospective SAP customers.
8. **VALIDITY OF OFFER:** The validity of this Appendix will expire September 30, 2014, unless sooner executed by Licensee, or extended in writing by SAP.

Accepted by:

SAP Public Services, Inc.  
(SAP)

By:   
Title: Director of Contracts & Sr. Corp Counsel  
Date: 9/22/14

Accepted by:

Travis County, Texas  
(Licensee)

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

MB



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 30, 2014

**Prepared By/Phone Number:** Danny Hobby, County Executive,  
Emergency Services, 512-854-4416

**Elected/Appointed Official/Dept. Head:** Danny Hobby, County  
Executive, Emergency Services, 512-854-4416

**Commissioners Court Sponsor:** Judge Biscoe

**AGENDA LANGUAGE:** *CONSIDER AND TAKE APPROPRIATE ACTION  
ON INTERLOCAL AGREEMENT WITH CAPITAL AREA  
COMMUNICATIONS DISTRICT ("CAECD") FOR SUPPLEMENTAL  
FUNDING OF ONGOING PUBLIC SAFETY ANSWERING POINT  
("PSAP") MAINTENANCE, EQUIPMENT, AND TRAINING. (FY15, TCES  
for TCSO)*

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:** See  
attached recommendation memo.

**STAFF RECOMMENDATIONS:** See attached recommendation memo.

**ISSUES AND OPPORTUNITIES:** See attached recommendation memo.

**FISCAL IMPACT AND SOURCE OF FUNDING:** See attached  
recommendation memo.

**REQUIRED AUTHORIZATIONS:** See attached recommendation memo.



# EMERGENCY SERVICES

**DANNY HOBBY, COUNTY EXECUTIVE**  
P.O. BOX 1748, AUSTIN, TEXAS 78767  
(512) 854-4416, FAX (512) 854-4786

*Emergency Management  
Pete Baldwin, Emergency Mgmt.  
Coordinator*

*Fire Marshal  
Hershel Lee*

**Date:** September 24, 2014

*Chief Medical Examiner*

**To:** Travis County Commissioners Court

**From:** Danny Hobby, County Executive, Emergency Services 

*STAR Flight  
Casey Ping, Program Manager*

**Subject:** Recommendation for Approving Interlocal Agreement with  
CAECD for PSAP Maintenance, Equipment, and Training (FY-2015)

*Technology & Communications*

---

## **Proposed Motion:**

*CONSIDER AND TAKE APPROPRIATE ACTION ON INTERLOCAL AGREEMENT WITH CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT ("CAECD") FOR SUPPLEMENTAL FUNDING OF ONGOING PUBLIC SAFETY ANSWERING POINT ("PSAP") MAINTENANCE, EQUIPMENT, AND TRAINING. (FY15, TCES for TCSO)*

## **Summary & Staff Recommendation:**

This interlocal agreement with CAECD provides \$5,000 to the Travis County Sheriff's Office for PSAP related expenses during the period of October 1, 2014, through September 30, 2015. This year's CAECD agreement is similar to the previous annual contracts in that CAECD will reimburse Travis County for PSAP related goods and services.

## **Budgetary and Fiscal Impact:**

The amount of funding to be provided in this agreement is the same as last year (\$5,000) and is intended to help supplement TCSO's budget for service delivery of Emergency 9-1-1.

## **Issues and Opportunities:**

There are no issues or concerns with approving this agreement, as this is a routine occurrence.

## **Attachment(s):**

CAECD cover letter of September 12, 2014

CAECD Interlocal Contract for PSAP Maintenance, Equipment, and Training (FY-2015)

## **Cc:**

County Attorney's Office – Barbara Wilson

County Auditor's Office – Patti Smith, Kapp Schwebke

Planning & Budget Office – Alan Miller

TCSO – Capt. Frank Lofton, Chris Wallace, Michael Hemby, Maria Wedhorn

TCES – Brad Bearden, Christine Lego, Toby Fariss (TF)

**Capital Area Emergency Communications District**  
6800 Burleson Road, Building 310, Suite 165 Austin, Texas 78744-2306  
(p) 512.916.6000 (f) 512.916.6189

---

BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

September 12, 2014

The Honorable Sam Biscoe  
Travis County Judge  
P.O. Box 1748  
Austin, TX 78767

RE: FY2015 PSAP Interlocal

Dear Judge Biscoe:

Please find the enclosed FY 2015 PSAP Interlocal (2 originals). The documents describe how both your entity and Capital Area Emergency Communications District (CAECD) will accomplish the delivery of 9-1-1 service.

I respectfully request you sign and return all originals to our office by October 15, 2014. The new fiscal year starts October 1, 2014 and this will enable reimbursements and disbursements to be made shortly after the beginning of the new fiscal year. Upon receipt in our office, Betty Voights, Executive Director, will sign each, and one original will be returned to you. Please note that without the signed Interlocal in place, CAECD is unable to reimburse your entity any funds expended on behalf of the 9-1-1 services.

Should you have any questions, please feel free to contact me at (512) 916-6044 or [gobuch@capcoq.org](mailto:gobuch@capcoq.org).

Sincerely,



Gregg Obuch  
Director of Emergency Communications

**CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT**  
**INTERLOCAL CONTRACT FOR PUBLIC SAFETY ANSWERING POINT**  
**MAINTENANCE, EQUIPMENT AND TRAINING**

**Section 1. Parties and Purpose**

1.1. The Capital Area Emergency Communications District ("CAECD") is a regional emergency communications district and political subdivision of the State of Texas organized and operating under Chapter 772, Subchapter G of the Health and Safety Code, as amended. CAECD has developed a *Strategic Plan* to establish and maintain Next Generation 9-1-1 emergency communications service within the district.

1.2. Travis County ("Public Agency") is a Texas county that operates one or more Public Safety Answering Points (PSAPs) that participates in the district as authorized by Chapter 772 of the Health and Safety Code.

1.3. This contract is entered into between CAECD and Public Agency under chapter 791 of the Health & Safety Code so that Public Agency can maintain its PSAP(s), upgrade 9-1-1 equipment and train its personnel to participate in the Next Generation 9-1-1 emergency communications system in the district.

**Section 2. Goods and Services**

2.1. Public Agency agrees to:

(1) purchase supplies such as printer paper, printer ribbons, cleaning materials and other expendable items necessary for the continuous operation of its PSAP(s);

(2) upgrade its PSAP equipment and software, as authorized in the current *Strategic Plan*, by requesting CAECD to purchase new equipment and software;

(3) protect the PSAP equipment and secure the PSAP premises against unauthorized entrance or use;

(4) practice preventive maintenance for the PSAP equipment;

(5) provide emergency communications training to call-takers/dispatchers as described in CAECD's current *Strategic Plan*.

(6) protect the confidentiality of 9-1-1 database information and of information furnished by telecommunications providers, and notify CAECD in writing within two business days of the receipt of a request for 9-1-1 database information, or for information furnished by telecommunications providers, made under the Texas Public Information Act;

(7) use the Regional Notification System (RNS) 9-1-1 derived database information only to warn or alert citizens of an emergency situation where property or human life is in jeopardy, and protect the database information from unauthorized use.

### **Section 3. Contract Price and Payment Terms**

3.1. CAECD agrees to compensate Public Agency in the total amount of not to exceed \$5,000 for its performance of this contract.

3.2. Within 30 calendar days after the effective date of this contract, CAECD agrees to pay Public Agency \$5,000 for the purchase of supplies as outlined in Section 2.1.(1) of this contract.

3.3. If Public Agency made expenditures under this contract in violation of applicable law or policy described in Section 6, Public Agency agrees to repay CAECD for those expenditures within 60 calendar days from the date CAECD notifies Public Agency of the repayment amount due and the reason repayment is required. If Public Agency does not repay the reimbursement when required, CAECD may refuse to purchase 9-1-1 equipment on Public Agency's behalf and may withhold all or part of the unpaid reimbursement from Public Agency's future entitlement to reimbursement under this or future interlocal contracts between the parties for PSAP maintenance, equipment upgrade, and training.

3.4. (a) Before the 60-day repayment period expires, Public Agency may appeal in writing to CAECD its determination that Public Agency repay the reimbursement, explaining why it believes the determination is wrong, or Public Agency may request CAECD in writing to extend the 60-day repayment period, proposing an alternative period and justifying its need, or it may both appeal and propose an extension. The CAECD Board of Managers decision on Public Agency's appeal or proposal or both is final.

(b) The appeal authorized by Section 3.4(a) is the only mechanism for challenging CAECD's determination under Section 3.3 that Public Agency repay the reimbursement. The early termination provisions of Section 10 and dispute resolution process of Section 11 are not available to challenge CAECD's determination.

### **Section 4. Effective Date and Term of Contract**

4.1. This contract takes effect October 1, 2014 and it ends, unless sooner terminated under Section 10, on September 30, 2015.

### **Section 5. Performance Reports**

5.1. Public Agency agrees to report to CAECD on its performance of this contract by submitting a Monthly Equipment Checklist online at <http://capcog911.org> by the 20<sup>th</sup> of each month.

## **Section 6. Compliance with Applicable Law and Policy**

6.1. Public Agency agrees to comply with all applicable law and policy in carrying out this contract. Applicable law and policy include but are not limited to the Texas Health and Safety Code Chapter 771.061 and Chapter 772; the current *Uniform Grant Management Standards* (Governor's Office of Budget and Planning); the current CAECD *Strategic Plan*; and CAECD's *9-1-1 Policies and Procedures Manual* and CAPCOG *RNS Policies & Procedures*.

## **Section 7. Independent Contractor, Assignment and Subcontracting**

7.1. Public Agency is not an employee or agent of CAECD, but furnishes goods and services under this contract solely as an independent contractor.

7.2. Public Agency may not assign its rights or subcontract its duties under this contract without the prior written consent of CAECD. An attempted assignment or subcontract in violation of this Section 7.2 is void.

7.3. If CAECD consents to subcontracting, each subcontract is subject to all of the terms and conditions of this contract, and Public Agency agrees to furnish a copy of this contract to each of its subcontractors.

## **Section 8. Records and Monitoring**

8.1. Public Agency agrees to maintain financial, statistical, and ANI/ALI records adequate to document its performance, costs and receipts under this contract. Public Agency agrees to maintain these records at Public Agency's offices.

8.2. Subject to the additional requirement of Section 8.3, Public Agency agrees to preserve the records for three fiscal years after receiving its final payment under this contract.

8.3. If an audit of or information in the records is disputed or the subject of litigation, Public Agency agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract.

8.4. CAECD is entitled to inspect and copy, during normal business hours at Public Agency's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAECD is also entitled to visit Public Agency's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in evaluating its performance under this contract.

8.5. CAECD will at least once per year visit Public Agency's offices and monitor its performance of this contract to ensure compliance with applicable law and policy described in Section 6. CAECD will provide Public Agency a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.

8.6. CAECD agrees to notify Public Agency at least 24 hours in advance of any intended visit under this Section 8. Upon receipt of CAECD's notice, Public Agency agrees to notify the appropriate department(s) specified in the notice.

### **Section 9. Nondiscrimination and Equal Opportunity**

9.1. Public Agency shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, veteran status, or national origin.

9.2. If Public Agency procures goods or services with funds made available under this contract, Public Agency agrees to comply with CAECD's affirmative action procurement policy, which is set out in CAECD's *9-1-1 Policies and Procedures Manual*.

### **Section 10. Early Termination of Contract**

10.1. Except as provided in Sections 3.3 and 3.4, if CAECD or Public Agency breaches a material provision of this contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the contract or either party may invoke the dispute resolution process of Section 11.

10.2. If this contract is terminated under Section 10, CAECD and Public Agency are each entitled to compensation for goods and services each provided the other before receiving notice of the termination. However, neither CAECD nor Public Agency is liable to the other for costs it paid or incurred under this contract after or in anticipation of its receipt of notice of termination.

10.3. Termination for breach under Section 10.1 does not waive either party's claim for direct damages resulting from the breach, and both CAECD and Public Agency among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.

10.4. The ending of this contract under Section 4 or its early termination under this Section 10 does not affect Public Agency's duty:

(1) to repay CAECD for expenditures made in violation of applicable law or policy in accordance with Sections 3.3 and 3.4;

(2) to preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under Section 8.

### **Section 11. Dispute Resolution**

11.1. The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Section 11, toll the statute of limitations or seek an injunction, until they have exhausted the procedures set out in this Section.

11.2. At the written request of either party, each party shall appoint one nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency and duration of the negotiations.

11.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.

11.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

11.5. If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

## **Section 12. Notice to Parties**

12.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Section 12.2 and signed for on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Section 12.2.

12.2. CAECD's address is 6800 Burleson Rd., Bldg. 310, Ste. 165, Austin, TX 78744, Attention: Executive Director. Public Agency's address is \_\_\_\_\_, Attention: \_\_\_\_\_.

12.3. A party may change its address by providing notice of the change in accordance with Section 12.1.

## **Section 13. Miscellaneous**

13.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

13.2. This contract states the entire agreement of the parties, and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal and State law or regulations are automatically incorporated into this contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

13.3. This contract is binding on and inures to the benefit of the parties' successors in interest.

13.4. This contract is executed in duplicate originals.

Travis COUNTY, TEXAS

CAPITAL AREA EMERGENCY  
COMMUNICATIONS DISTRICT

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Betty Voights  
Executive Director

Date \_\_\_\_\_

Date \_\_\_\_\_

## **Toby Fariss**

---

**From:** Saucedo, BT <bsaucedo@capcog.org>  
**Sent:** Friday, September 12, 2014 11:21 AM  
**To:** Toby Fariss  
**Subject:** Travis County PSAP Interlocal  
**Attachments:** Travis Cover Letter 091214.pdf; PSAP Contract - Travis County 2015.pdf

Toby,

It was good talking to you earlier. Attached is the PSAP Interlocal for Travis County that we talked about. Can you please have it signed and returned to the following address?  
Let me know if you have any questions.

CAECD  
Attn: BT Saucedo  
6800 Burleson Rd.  
Bldg. 310, Ste. 165  
Austin, TX 78749

Thanks!

**B.T. Saucedo**  
9-1-1 Budget Manager  
Capital Area Council of Governments  
Capital Area Emergency Communications District  
tel: 512-916-6004 ~ FAX: 512-916-6001  
[bsaucedo@capcog.org](mailto:bsaucedo@capcog.org) [www.capcog.org](http://www.capcog.org)

*No electronic communication by an employee may legally obligate the agency.*



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 30, 2014

**Prepared By/Phone Number:** Danny Hobby, County Executive,  
Emergency Services, 512-854-4416

**Elected/Appointed Official/Dept. Head:** Danny Hobby, County  
Executive, Emergency Services, 512-854-4416

**Commissioners Court Sponsor:** Judge Biscoe

**AGENDA LANGUAGE:** *CONSIDER AND TAKE APPROPRIATE ACTION  
ON AMENDMENT ONE TO FREQUENCY RECONFIGURATION  
AGREEMENT ("FRA") WITH NEXTEL OF TEXAS, INC., A WHOLLY-  
OWNED INDIRECT SUBSIDIARY OF SPRINT CORPORATION. (TCES)*

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:** See  
attached recommendation memo.

**STAFF RECOMMENDATIONS:** See attached recommendation memo.

**ISSUES AND OPPORTUNITIES:** See attached recommendation memo.

**FISCAL IMPACT AND SOURCE OF FUNDING:** See attached  
recommendation memo.

**REQUIRED AUTHORIZATIONS:** See attached recommendation memo.

# EMERGENCY SERVICES

DANNY HOBBY, COUNTY EXECUTIVE

P. O. Box 1748

AUSTIN, TEXAS 78767

(512) 854-4416, FAX (512) 854-4786



*Emergency Management  
Pete Baldwin, Emergency  
Mgmt. Coordinator*

*Fire Marshal  
Hershel Lee*

## MEMORANDUM

**To:** Travis County Commissioners Court

**From:** Danny Hobby, County Executive, Emergency Services

**Date:** September 22, 2014

**Subject:** Amendment #1 to Frequency Reconfiguration Agreement

*Chief Medical Examiner  
Dr. David Dolinak*

*STAR Flight  
Casey Ping, Program  
Director*

This request amends and revises the "Frequency Reconfiguration Agreement" executed on February 28, 2008 by and between Travis County and Nextel of Texas, Inc., a wholly owned indirect subsidiary of Sprint Corporation, for reimbursement of Travis County costs related to rebanding the County's 800 Mhz public safety radio frequencies as mandated by the Federal Communications Commission. The rebanding consisted of the actual retuning of our radio system infrastructure and subscriber units (mobile and portable radios) due to new, lower frequencies that were provided after the sale of our exiting frequencies for cell phone providers. This reimbursement also includes the law firm of Holland and Knight who handled all FCC license filings and assisted with FRA negotiations. There are no out-of-pocket costs to Travis County associated with this request. See attached Amendment #1 and associated materials.

Amendment #1 is necessary due to final reimbursement costs being accounted for now that rebanding has been completed. All parties wish to amend Schedule C of the FRA to accurately reflect these reconfiguration costs. The reimbursement to Holland & Knight (\$34,815.66) will be paid directly from Sprint without any interaction from Travis County. Travis County will be paid (\$6,589) directly from Sprint.

Thank you for your consideration in this matter.

**AMENDMENT #1 TO FREQUENCY RECONFIGURATION AGREEMENT**

**THIS 1<sup>st</sup> AMENDMENT** shall amend and revise that certain Frequency Reconfiguration Agreement (the "Agreement") executed on February 28, 2008 by and between **Travis County of**, a Texas governmental entity ("Incumbent"), and **Nextel of Texas, Inc.**, ("Nextel"), a wholly owned indirect subsidiary of Sprint Corporation, a Delaware corporation (each is referred to in this Agreement as a "Party" and collectively as the "Parties").

**WHEREAS**, the Parties wish to amend Schedule C of the Agreement to accurately reflect the Reconfiguration Costs.

**NOW, THEREFORE**, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties, in accordance with the provisions of Sections 23 and 25 of the Agreement, hereby agree to amend and revise the Agreement as follows:

1. That Schedule C is hereby deleted and replaced in its entirety with the attached Schedule C-1.
2. Except as set forth above, there are no other revisions or amendments to the Agreement or to the obligations of the Incumbent and Nextel.
3. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Amendment as of this \_\_\_\_ day of \_\_\_\_\_ 2014.

INCUMBENT:  
**Travis County, Texas**

NEXTEL:  
**Nextel of Texas Inc.**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

## **SCHEDULE C - 1**

### **800 MHZ RECONFIGURATION**

### **COST ESTIMATE - CERTIFIED REQUEST**

#### **Request for Reconfiguration Funding**

**Incumbent's Name:** **TRAVIS, COUNTY OF, TX PH II**

Pursuant to the Order, Incumbent is required to reconfigure its existing facilities and requests Nextel to fund the estimated reconfiguration costs included below:

**Incumbent Payment Terms:** Nextel will pay Incumbent an amount not to exceed the Estimated Cost(s) for Incumbent with respect to each category of work, as set forth below. Nextel will pay Incumbent \$3294.50 within 15 days (30 days if Incumbent elects to be paid by check rather than electronic funds transfer) after receipt by Nextel of the fully executed Agreement and fully completed Incumbent Information Form (as set forth on Exhibit A). Nextel will pay any outstanding balance of the Actual Costs due to Incumbent within 30 days after the Reconciliation Date (as "Actual Costs" and "Reconciliation Date" are defined in Section 3(b)(i)).

**Vendor Payment Terms:** Nextel will pay each Vendor an amount not to exceed the Estimated Cost(s) for that Vendor with respect to each category of work, as set forth below. Nextel will pay each Vendor within 30 days after receipt by Nextel of (A) an invoice from the Vendor and (B) Incumbent's approval of receipt of goods and services and approval of associated costs included on the Vendor invoice.

**1. System Description:** Motorola SmartZone Trunking with 527 Channels affected by Rebanding

The major system elements to be reconfigured are summarized in the table below:

	<b>Total In System</b>	<b>Total Included in FRA</b>
Base station frequencies	527	527
- Voice channels	0	0
- Home/Control channels	0	0
Repeater sites	8	8
Other sites (remote recv, BDA)	0	0
Subscriber units retuned	0	0
Subscriber units reprogrammed	0	0
Subscriber units replaced	0	0
Subscriber units rebanded total	0	0
Entities operating on the system	0	0

**2. Reconfiguration Milestones:** Identify the anticipated start date of the overall reconfiguration of your system (Project Start). Then, for each major reconfiguration milestone listed in the table below, provide (1) the anticipated number of days after project start date required to begin execution of the task identified, and (2) the estimated duration in number of days required to complete the task identified. As an FRA is negotiated, it is not always possible to know an actual start date for specific reconfiguration tasks. In such a case, it is acceptable to forecast an estimated start date from execution of the FRA (i.e., "contract execution + xx days") and estimate the duration of each task.

Reconfiguration Task	Start Date	# of Days After Project Start Date for Start of Task	Estimated Duration in # of Days
Project Start			
Reconfiguration Planning			
Reconfigure Subscriber Equipment			
Reconfigure Infrastructure Equipment			
System Acceptance			

**3. Implementation Plan:** ----- INSERT IMPLEMENTATION PLAN HERE -----

**4. Cost Estimate:**

Description of Work To Be Performed	Payee(separately identify Incumbent and each Vendor being paid for work performed)	Estimated Cost(s) for Incumbent and Each Vendor (Not to Exceed listed amount)
<b>I. Professional Services Costs</b> <ul style="list-style-type: none"> <li>64 hours Various tasks and reviews by Travis County Personnel (64hrs @ \$56.45 /hr = \$3,613.00)</li> </ul>	(Incumbent) Travis County	\$3,613.00
<b>II. Contracts and Legal Costs</b> <ul style="list-style-type: none"> <li>48 hours internal review and negotiations (48hrs @ \$62.00 /hr = \$2,976.00)</li> </ul>	(Incumbent) Travis County	\$2,976.00
<ul style="list-style-type: none"> <li>Legal Fees to Negotiate and review FRA (12hrs @ \$495.00 /hr = \$5,940.00)</li> <li>FCC Licensing Work (15hrs @ \$210.00 /hr = \$3,150.00)</li> <li>Other Legal Fees (4hrs @ \$495.00 /hr = \$1,980.00)</li> </ul>	(Vendor) Holland & Knight	\$11,070.00
<b>Amendment - 1 (New)</b>		
Description of Work To Be Performed	Payee	Estimated Cost(s)
<b>I. Contracts and Legal Costs</b>	(Vendor)	

<ul style="list-style-type: none"> <li>Additional Legal Fees for submitting waivers, extentions, completing multiple modifications to 18 separate licenses (82.5hrs @ \$290.00 /hr = \$23,925.00)</li> </ul>	Holland & Knight	\$23,925.00
<b>Amended Cost Totals:</b>		
Travis County	Incumbent	\$6,589.00
Holland & Knight	Vendor	\$34,995.00
Total Estimated Costs		\$41,584.00

### **Certification**

Pursuant to the Order, Incumbent hereby certifies to the Transition Administrator appointed pursuant to the Order that the funds requested above are the minimum necessary to provide Incumbent reconfigured facilities comparable to those presently in use in a manner that is reasonable, prudent and timely. Incumbent further certifies, to the best of Incumbent's knowledge, that any vendor costs identified on the Schedule C are comparable to costs previously charged by each such vendor to Incumbent.

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
 Date: \_\_\_\_\_



# EMERGENCY SERVICES

**DANNY HOBBY, EXECUTIVE MANAGER**

P.O. BOX 1748, AUSTIN, TEXAS 78767

(512) 854-4416, FAX (512) 854-4786

*Emergency Management  
Pete Baldwin, Emergency Mgmt.  
Coordinator*

*Fire Marshal  
Brad Beauchamp*

*Medical Examiner  
Dr. David Dolinak*

*STAR Flight  
Casey Ping, Program Manager*

## MEMORANDUM

**To:** Travis County Commissioners Court

**Through:** Danny Hobby, Executive Manager, Emergency Services *[Signature]*

**From:** Chuck Brotherton, Emergency & Wireless Communications Manager *[Signature]*

**Date:** February 13, 2008

**Subject:** Frequency Reconfiguration Agreement with Nextel of Texas, Inc.

---

**Proposed Motion:** Consider and take appropriate action on the Frequency Reconfiguration Agreement (FRA) between Travis County and Nextel of Texas, Inc., for reimbursement of Travis County costs related to rebanding the County's 800 MHz public safety radio frequencies as mandated by the Federal Communications Commission.

### **Summary & Staff Recommendation:**

The Federal Communications Commission has mandated that all public safety radio systems in the 800 MHz band, which includes the Austin-Travis County Regional Radio System (RRS), reconfigure or "reband" their systems to new, lower, frequencies. The costs for this effort are being paid by Sprint Nextel (doing business in Texas as Nextel of Texas, Inc.). City of Austin, designated as the system manager by the RRS Operation & Maintenance Interlocal of 4-09-2004, was authorized by Travis County to oversee this process.

With the 6-month planning phase completed, the next phase is reconfiguration -- the actual retune of our radio system infrastructure and subscriber units (mobile and portable radios). This phase is estimated to take nearly 18 months to complete and will require the participation of all agencies -- City of Austin, Travis County, and our ESD and PD Associates.

City of Austin and Travis County share a pool of radio frequencies; each entity is licensed on the same radio channels under different call signs. Because of this, the City and the County each must execute a separate FRA with Nextel of Texas, Inc., to have our licenses modified and our rebanding costs reimbursed. The bulk of the costs associated with rebanding -- Motorola's, City of Austin's, Travis County's, and all Associates' -- are included in the City of Austin FRA. The Travis County FRA contains only minimal costs related to staff, attorney, and Commissioners Court time spent reviewing and negotiating the agreement. It also includes costs for outside counsel, contracted for the purpose of assisting in negotiations and filing Travis County's FCC paperwork to modify our frequency licenses.

In November 2007, the Court approved hiring this outside counsel. Two additional agreements are required to complete the rebanding process: 1) the instant minimal-cost FRA between Travis County and Nextel of Texas, Inc.; 2) an interlocal between City of Austin and Travis County to reimburse our project management costs, as well as County departmental costs on a per-subscriber-unit basis, associated with rebanding. (City of Austin will execute separate agreements with our RRS Associates to reimburse their costs.)

Staff recommendation is to approve the present motion, to sign the Frequency Reconfiguration Agreement with Nextel of Texas, Inc., so that Travis County's legal, staff, and Commissioners Court time spent reviewing, revising, and negotiating these various agreements can be appropriately reimbursed by Nextel of Texas, Inc.

**Budgetary Impact:**

Under this agreement, Nextel of Texas, Inc., will reimburse the County \$6,589.00 for its costs to negotiate, review, and approve the FRA. For contract services rendered to Travis County assisting it with the FRA negotiation as well as handling all FCC license filings, Nextel of Texas, Inc., will reimburse \$11,070.00 to the law firm of Holland and Knight. (See attached "Letter of Engagement.")

Apart from staff, attorney, and Commissioners Court time described herein, the costs of which will be reimbursed by Nextel of Texas, Inc., there are no out-of-pocket costs to Travis County associated with this request.

**Attachments:**

Letter of Authorization, Travis County to City of Austin, 10/13/2006  
Letter of Engagement, Holland & Knight to Travis County, 11/27/07  
Frequency Reconfiguration Agreement signed by Nextel of Texas, Inc.

**Cc:**

Audit – Jose Palacios  
Legal – Barbara Wilson  
Purchasing – Marvin Brice  
TCES – Danny Hobby, Toby Fariss



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 30, 2014

**Prepared By:** Paul Scoggins, Engineering Specialist **Phone #:** (512) 854-7619

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

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

**Sponsoring Court Member:** Commissioner Davis, Precinct One

**AGENDA LANGUAGE:** Consider and take appropriate action on a request to use an Alternative Fiscal Agreement for Avalon, Phase 15B– Precinct One.

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

The developer of the subject subdivision requests to enter into an Alternative Fiscal Agreement with Travis County. Under this agreement, the plat will be held in abeyance while the street and drainage facilities are constructed.

### **STAFF RECOMMENDATIONS:**

The request has been reviewed by TNR staff which finds that the use of the subject agreement meets all Travis County standards. As such, TNR staff recommends the approval of the proposed motion.

### **ISSUES AND OPPORTUNITIES:**

Under alternative fiscal, the County Executive of TNR holds the plat in abeyance and, upon completion of the items listed below, the Division Director of Development Services and Long Range Planning authorizes the issuance of a Basic Development Permit for the construction of streets and drainage facilities.

#### Plat Status

Staff has reviewed the plat and all comments have been addressed. It meets current standards and has everything in place such that it could be recommended for approval and recordation at this time.

#### Restoration/Erosion Control Fiscal

The fiscal for the subdivision's restoration and improvements has been posted with Travis County as a bond in the amount of \$260,586.00.

#### Access to Publicly Maintained Road

Avalon, Phase 15B takes access from Avalon, Phase 15A. Avalon, Phase 15A is finishing up construction and is not maintained by Travis County at this time.

## Wastewater Service

Wastewater service for this subdivision will be provided by the City of Pflugerville.

## Construction Plans and Engineer's Estimate of Construction Cost Approved

All comments by Travis County staff have been addressed and the reviewer is prepared to sign the cover sheets of the plans and issue permit #14-3980. The estimated cost of the improvements is \$658,202.89. This amount includes all costs related to the construction of all streets and drainage facilities (including temporary erosion controls and all structures contributing to the total detention).

The developer has signed the attached statement acknowledging that this action does not imply nor guarantee plat approval by the Commissioners Court and that he/she understands the constraints related to the use of alternative fiscal. An Extension of Sixty-Day Period for Completed Plat Application Final Action is also included.

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

N/A

## **ATTACHMENTS/EXHIBITS:**

Alternative Fiscal Acknowledgment

Exhibit "A" – Description

Extension of Sixty-Day Period

Proposed Plat

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:**

Stacey Scheffel	Permit Program Manager	TNR	(512) 854-7565

**SM:AB:ps**

**1101 - Development Services Long Range Planning - Avalon, Phase 15B**



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 30, 2014

**Prepared By:** Tim Speyrer **Phone #:** 854-7218

**Division Director/Manager:** Charles Bergh

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

**Sponsoring Court Member:** Commissioner Davis, Precinct One

**AGENDA LANGUAGE:** Consider and take appropriate action regarding a License Agreement with Tracy Limon for purposes of having exclusive use of Webberville Park to host the annual Limon family reunion for the weekend of October 9 - 12, 2014.

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

For the past 27 years the Limon family has celebrated their annual reunion at Travis County's Webberville Park. The reunion has always been held in mid-October, a time when normal park usage has declined.

In October of 2006 the Commissioners' Court approved a rule prohibiting the display of the consumption of alcoholic beverages. Ms. Limon has requested entering into a License Agreement with Travis County to allow them exception to the rule. The Limon family has traditionally enjoyed the responsible consumption of alcoholic beverages during their annual reunion festivities. Considering the size of the Limon family reunion and its 27-year history at Webberville Park for this annual event, park staff recommends a licensing agreement be approved to allow the Limon family to have exclusive use of the park for the weekend of October 9 - 12, 2014.

### **STAFF RECOMMENDATIONS:**

Staff recommends approval of this licensing agreement.

### **ISSUES AND OPPORTUNITIES:**

This is an opportunity to continue with this traditional use of Webberville Park for this family event. This licensing agreement will continue to allow the Limon family to host their annual reunion at Webberville Park and to responsibly consume alcoholic beverages without violating park rules.

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

There would be no budgetary or fiscal impact associated with this request. The Limon Family would pay the normal fees for shelter rental and would pay to have an

off duty Ranger for security purposes during the Rangers normally unscheduled hours.

**ATTACHMENTS/EXHIBITS:**

Licence Agreement

Park Map

Request letter

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Roxanne Bonner	Asst. County Attorney	County Attorney	854-9415
Charles Bergh	Director	Parks	854-9408
Tracy Limon	Event Organizer		627-3411

**CC:**

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

: :  
**0101 - Administrative -**

September 19, 2014

Re: Limon Family Reunion

Dear Mr. Timothy Speyrer:

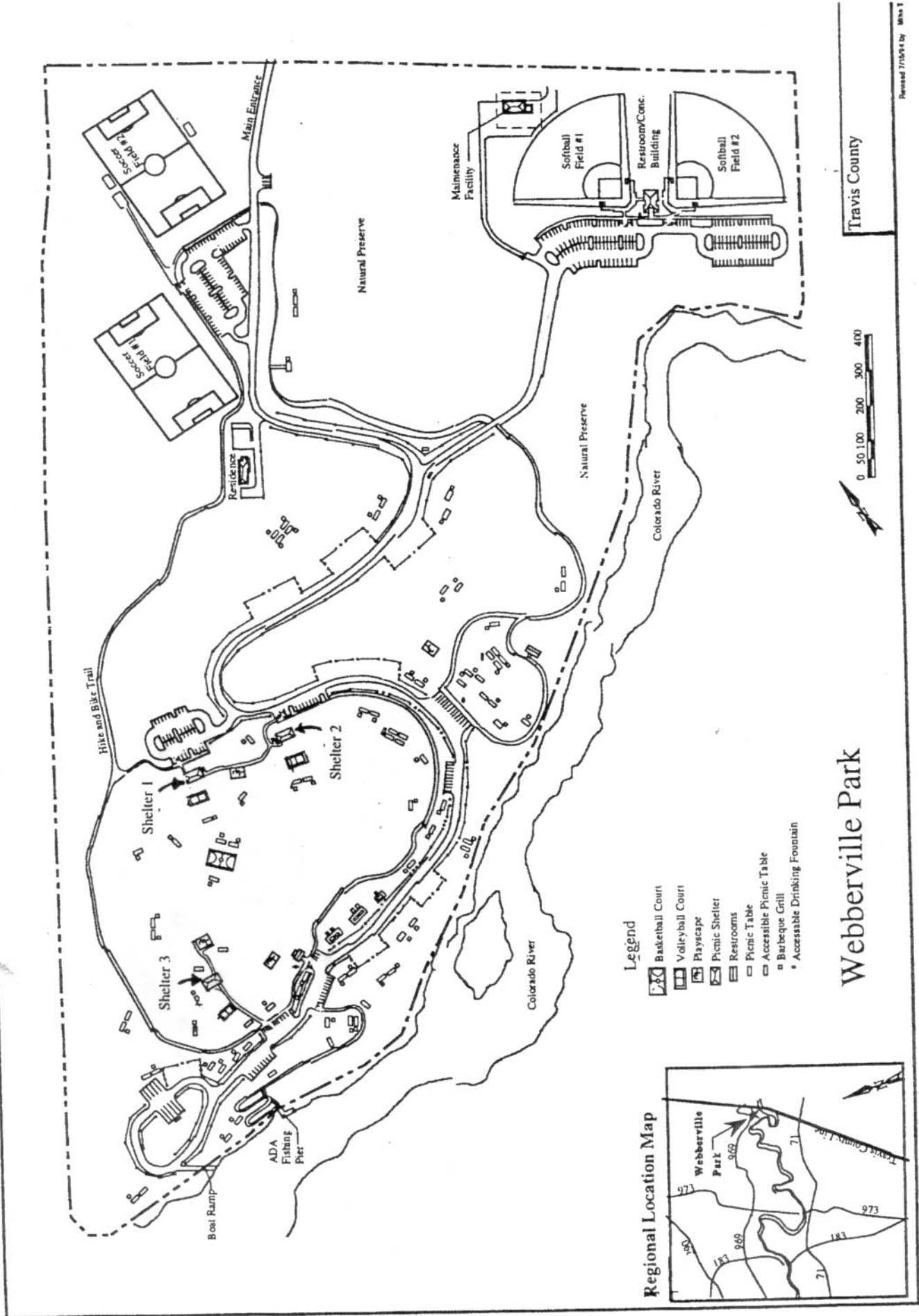
My name is Tracy Limon, and I am the Coordinator of the Limon Family Reunion. For the past twenty-eight years, the Limon Family has celebrated their Annual Reunion at Webberville Park in Precinct 1, Travis County. As individuals, we've been patronizing this park since it first opened. The natural beauty of this park, and the location, keep us coming back. We want this park to be the home of our future reunions, for many years.

Due to the size of our family, we reserve all three Pavilions for our reunion and are usually the only people out there. We are familiar with the ordinance pertaining to alcoholic beverages in the park. We are requesting to be allowed to comply with the same contract we signed the last three years. We will be at the park Friday afternoon, October 10<sup>th</sup>, to set up. The Reunion is Saturday October 11<sup>th</sup>, through Sunday October 12<sup>th</sup>, 5pm.

I can meet with you, or any Park Employee you desire, to go over any information needed. I can be reached at 512-627-3411. Please email me the contract and I will get it signed and returned to you. My email is lemonzest72@gmail.com.

Thank you,

Tracy Limon



For more information about this or any other Travis County Park, please call 473-9437

## LICENSE AGREEMENT

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and Tracy Limon ("Licensee"), an individual residing in Travis County, Texas.

### WITNESSETH

THAT WHEREAS, Licensee desires to use certain property located in that park known as Travis County Webberville Park (the "County Park") for the purpose of holding the "Annual Limon Family Reunion" (the "Event"), and County desires to allow Licensee use of the County Park for such purpose; and

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

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

#### I. GRANT OF LICENSE

1.1 County hereby grants a license to Licensee and its family members and friends, invitees, independent contractors and agents to enter and use approved areas within the County Park in connection with the Event (the "License"). Approved areas include those roadways, trails, and park areas, restroom and shelter facilities, and other park amenities in the licensed area, together with their associated rights-of-way, shown on **Exhibit A**, attached hereto and made a part hereof for all purposes. Closure to the general public during the Event will include all of Webberville County Park.

1.2 The License includes the right to bring onto the County Park and to utilize thereon independent contractors and suppliers, personal property, materials and equipment during the term of the License. Solely for the duration

of the License Term, as defined below, the License also includes the right to bring alcoholic beverages into the County Park and to consume such beverages during the Event, an exception to the Travis County Park Rules currently in effect. Such permission shall terminate automatically upon conclusion of the License Term. **The Licensee agrees to the temporary park rule in place "Prohibiting Wood Fires" due to the extreme fire danger.**

1.3 Licensee agrees to make no structural changes to the County Park. However, the License allows for superficial preparation to be made to the County Park to facilitate Licensee's Event needs. Licensee agrees to leave the County Park in the same and as good a condition as when it was received, normal wear and tear excepted as determined by existing County parks policy.

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

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

1.6 During the License Term, as such term is defined below, Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of park neighbors.

## II. TERM OF LICENSE

2.1 The License is granted from 7:30 p.m. Thursday, October 9, 2014 until 7:30 p.m. Sunday, October 12, 2014 (the "License Term"). The License Term expressly includes the right to camp overnight in the County Park, an exception to current Travis County Park Rules. Licensee acknowledges and agrees that such dates and times are subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary by County.

## III. PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall be required to pay all County Park entry fees (if any), and all normal and customary fees charged to the public for shelter rental.

3.2 During the License Term, Licensee shall provide, at its own additional expense, security through employment of Travis County Park Rangers as reasonably necessary (to be solely determined by the Division of Parks) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement. At a minimum, Licensee shall provide: (a) one Park Ranger (with vehicle) on-site beginning at midnight on Thursday, October 9, 2014 until 8:00 a.m. on Saturday, October 11, 2014; and (b) one Park Ranger (with vehicle) on-site beginning at midnight on Saturday, October 11, 2014 until 8:00 a.m. on Sunday, October 12, 2014.

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

#### IV. PERMITS

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

#### V. CONTROL OF TRAVIS COUNTY

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

5.2 Licensee agrees to attend a pre-site meeting with TNR representatives, if TNR representatives, in their sole discretion, determine that such a meeting is necessary prior to commencement of the Event. Licensee shall be responsible for contacting Tim Speyrer, or other authorized Parks Division representative, in order to arrange a time and location for such pre-site meeting that is mutually agreeable to the parties.

5.3 Except as provided herein, Licensee and its agents shall at all times follow the Travis County Parks Rules, including the prohibition against glass containers and fireworks. TNR staff shall provide a copy of all Travis County Park Rules to

Licensee prior to commencement of the activities licensed hereunder. **Also the Licensee agrees to the temporary park rule in place "Prohibiting Wood Fires" due to the extreme fire danger.**

5.4 Licensee and its agents acknowledge and agree that disorderly conduct or assault, as defined by the Texas Penal Code, will not be tolerated. Such actions include, but are not limited to, abusive, indecent, profane or vulgar language that might cause a breach of the peace, or threatening or causing physical contact with someone else who might consider the contact offensive.

5.5 Any disregard of the directions, restrictions, rules or regulations referenced in this section shall be grounds for immediate revocation of the License by the Executive Manager of the Travis County Transportation and Natural Resources Department, the Director of the Parks Division, or their designated representatives, and such action is expressly authorized herein by the Travis County Commissioners Court.

#### VI. USE AND REPAIRS

6.1 Licensee shall not use the County Park for any purpose other than that set forth herein. Licensee, at its sole cost and expense, shall repair or replace any damage to the County Park caused by Licensee or any person entering the County Park in connection with the Event.

#### VII. INDEMNIFICATION

**7.1 LICENSEE AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY LICENSEE, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE COUNTY PARK.**

#### VIII. SAFETY

8.1 County reserves the right to prohibit persons from entering the County Park at any time safety may be a concern.

#### IX. AMENDMENTS

9.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY TO CHANGE OR AMEND THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT OR TO WAIVE ANY BREACH OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

X. NON-ASSIGNMENT OF RIGHTS

10.1 Licensee may not assign this Agreement or any portion or right thereof without the prior written consent of County.

XI. NOTICES

11.1 Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery, in writing, or registered or certified mail, return receipt requested. Notices shall be sufficient if made or addressed as follows:

If to Licensee: Tracy Limon  
1900 Wheless Ln  
Austin, Texas 78723  
512-627-3411

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

And: Steven Manilla  
Executive Manager  
Travis County Transportation and  
Natural Resources Department  
P.O. Box 1748  
Austin, Texas 78767

XII. VENUE AND CHOICE OF LAW

12.1 THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT ARE PERFORMABLE IN TRAVIS COUNTY, TEXAS, AND THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

### XIII. MEDIATION

13.1 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

### XIV. ENTIRETY OF AGREEMENT

14.1 This Agreement represents the sole, entire and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representations or agreements either oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below.

TRAVIS COUNTY:

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

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

LICENSEE:

By: \_\_\_\_\_  
Tracy Limon

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

**EXHIBIT A**

**Licensed Areas in Webberville Park**

**(attached map)**



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 30, 2014

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

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

**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) Easton Park Section 1A Preliminary Plan (Preliminary Plan - 194 total lots (176 single-family residential lots and 18 drainage/greenbelt/open space lots) - 54.91 acres - City of Austin ETJ);
- B) Phasing Agreement between Carma Easton, LLC and Travis County; and
- C) Alternative Fiscal Agreement for Easton Park Section 1A Final Plat.

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

A) This preliminary plan consists of 194 total lots (176 single-family residential lots and 18 drainage/greenbelt/open space lots) on 54.91 acres. The property fronts on McKinney Falls Drive, with an eventual connection to the extension of William Cannon Drive. The application includes 8,053 linear feet of proposed public streets. Water and wastewater service will be provided by the City of Austin. Parkland dedication, fees in lieu of parkland dedication, or fiscal surety are not required with the preliminary plan application.

B) The final plat associated with this preliminary plan includes the entirety of the preliminary plan so a typical phasing agreement would not be necessary. However, Travis County is preparing to enter into a participation agreement for a capital improvement project for the initial extension of William Cannon Drive from McKinney Falls Parkway to the southeastern corner of the Easton Park Section 1A boundary. A Participation Agreement will be scheduled for court approval at a later date. The proposed Phasing Agreement outlines the building of the Section 1A infrastructure as well as the initial extension of William Cannon Drive along the south boundary of the Easton Park Section 1A preliminary plan.

C) The developer of the subject subdivision requests to enter into an Alternative Fiscal Agreement with Travis County. Under the Alternative Fiscal Agreement the plat will be held in abeyance while the street and drainage facilities are constructed.

**STAFF RECOMMENDATIONS:**

As this preliminary plan application meets all Single Office requirements and was approved by the City of Austin Zoning and Platting Commission at its September 16, 2014 meeting. Single Office staff recommends approval of the preliminary plan and Phasing Agreement.

Staff also finds the use of the Alternative Fiscal Agreement meets all Travis County standards. As such, TNR staff recommends the approval of the Alternative Fiscal Agreement.

**ISSUES AND OPPORTUNITIES:**

Staff has not been contacted by any owners of neighboring properties or registered any interested parties.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A

**EXHIBITS/ATTACHMENTS:**

Precinct map  
Location map  
Proposed preliminary plan  
Phasing Agreements  
Alternative Fiscal Agreement  
Extension of Sixty-Day Period Waiver

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429

**CC:**


**SM:AB:mh**

**1101 - Development Services Long Range Planning- Easton Park Section 1A Preliminary Plan**



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 30, 2014

**Prepared By:** Steven M. Manilla, P.E. **Phone #:** (512) 854-9429

**Division Director/Manager:** Morgan Cotten, P.E., Public Works Director

**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 Request for a Reimbursement Resolution expressing Travis County's Intent to Finance Expenditures to be incurred for the Design and Construction of State Highway 45 Southwest between Loop 1 (MOPAC) and FM 1626 in the amount of \$12,500,000 and to reimburse itself from State Highway Bonds.

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

On March 18, 2014, Travis County approved an Interlocal Cooperation Agreement with Hays County and Central Texas Regional Mobility Authority (CTRMA) that included a \$15,000,000 payment for Travis County's not-to-exceed portion of the project. Also at that time the Commissioners Court approved a reimbursement resolution of \$2,500,000 for the initial payment under the agreement, which was paid on June 17, 2014. The currently requested reimbursement of \$12,500,000 is for the remaining payment required under the agreement. Transportation and Natural Resources (TNR) has also requested a FY 2015 budget amendment to move \$12,500,000 from the Unallocated Reserve so the remaining required payment can be processed. The Planning and Budget Office will place the requested budget amendment under their September 30, 2014 Budget Amendments and Transfers item as an FY 2015 amendment.

### **STAFF RECOMMENDATIONS:**

TNR recommends approval of this reimbursement resolution and FY15 budget transfer in order to meet our financial obligations under the Interlocal Cooperation Agreement.

### **ISSUES AND OPPORTUNITIES:**

This project is being developed by TxDOT and the CTRMA with funding participation from Hays County and Travis County.

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

Please see the Planning and Budget Office's attached memo for additional information.

**ATTACHMENTS/EXHIBITS:**

Interlocal Cooperation Agreement between CTRMA, Travis County, and Hays County approved on March 18, 2014.

Planning and Budget Office Memorandum/Reimbursement Resolution

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
John Hille	Asst County Attorney	CAO	
Leroy Nellis	County Executive Succession	PBO	
Nicki Riley	County Auditor	CAO	
Jessica Rio	Budget Director	PBO	

**CC:**

Cyd Grimes	County Purchasing Agent	CPO	

:  
:  
**3101 - Public Works/CIP -**



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 30, 2014

**Prepared By:** Tim Speyrer **Phone #:** 854-7218

**Division Director/Manager:** Charles Bergh

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

**Sponsoring Court Member:** Commissioner Davis, Precinct One

**AGENDA LANGUAGE:** Consider and take appropriate action regarding proposed motion to approve License Agreement for Willis of Texas, Inc to hold bike races at East Metropolitan Park.

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

Capital City Racing has requested use of East Metro Park to host a Cyclocross Bike Race. The event will be held on Saturday October 4, 2014 from 11 a.m. to 3:30 p.m. and Sunday October 5, 2014 from 9 a.m. to 1:30 p.m.

This race is a cyclocross bike race and has been held at East Metro since 2012. Competitors ride heavy-duty road bikes on short courses that consist of grass, dirt and pavement. A unique feature of cyclocross is requiring competitors to hop off their bike and carry it over obstacles, deep sand, or steep inclines.

At East Metro Park the race course will use grass and sand surfaces with a small section of the race on the paved trail. The course design maximizes the park areas without affecting amenities that will remain available to other park users during the event. (See attached course maps) The number of race participants will be approximately 200 with an estimated 50 spectators.

The organizers have requested permission to have a beer garden at the park during their event. The beer garden will consist of a fenced off area to only be accessible to participants of legal age. The organizer will obtain the required permits from TABC to operate the beer garden and all of the servers working in the beer garden will be TABC certified. No beer will leave the fenced area and the organizer has agreed to hire an off-duty Park Ranger to monitor the beer garden.

### **STAFF RECOMMENDATIONS:**

Staff recommends approval of this licensing agreement.

### **ISSUES AND OPPORTUNITIES:**

This type of bike race has been held at Southeast Metro, East Metro, Webberville and Richard Moya Parks in the past. These bike races have become annual events in our parks during this time of year when normal park visitation is slow. These off-season events are a good opportunity to introduce new visitors to the many amenities at our Travis County Parks.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

There would be no budgetary or fiscal impact associated with this request. The organizers will pay the established special event fee and fees to rent the shelter for the two day event and will stage the event from that area.

**ATTACHMENTS/EXHIBITS:**

Licence Agreement  
Park Map

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Roxanne Bonner	Asst. County Attorney	County Attorney	854-9415
Charles Bergh	Director	Parks	854-9408
Brett Kinsey	Event Organizer	Capital City Racing	461-2541

**CC:**

Daniel Chapman	Chief Ranger	Parks	263-9114
Robert Armistead	Division Manager	Parks	854-9831
Tim Speyrer	District Manager	Parks	854-7218
Robert Davis	Supervisor	Parks	844-8321

: :  
**0101 - Administrative -**

Memorandum To: Members of the Commissioners' Court

From: Morgan Cotton, P.E., TNR Public Works Director

Through: Steve Manilla, P.E, County Executive-TNR

Subject: Bicycle Safety Task Force

**Proposed Motion:**

Consider and take appropriate action on changes to the membership and scope of the Bicycle Safety Task Force to address bicycle safety on Travis County roads in unincorporated areas.

**Summary of Staff's Recommendations:**

Bicycle safety is an issue that needs to be addressed. State law allows that bicyclist may ride on public roadways; however, the condition of some of the roads can make bicycling on them risky. As Travis County's population grows, more people are bicycling and using rural roads for recreation and commuting. On the other hand, obtaining funds for roadway construction and maintenance continues to be a challenge; one that results in increased risks for bicyclists. TNR staff recommends the appointment of TNR Public Works Director Morgan Cotton to replace Steve Manilla and the addition of Erick Benz of Bike Austin. Note that the Task Force may solicit advice and seek help communicating with the biking community on an as-needed basis. These "advisors" will be non-voting participants. Tom Wald served in this capacity for the original Task Force and may continue doing so. Chad Crager, the Manager of Community Services Division of the City of Austin Public Works Department, has also expressed interest.

**Budgetary and Fiscal Impact:**

Voters approved \$3,333,000 in 2011 for bike safety projects in all four precincts. Identifying which roads to expend these funds upon is to be determined by the Task Force and presented as recommendations to the Court for final approvals.

Requests to use the 2011 voter approved bonds for various purposes have been received by TNR and forwarded to PBO for analysis. Questions include the following:

- 1) Can the 2011 Bond Funds be used to add bike lanes to State Highways e.g. FM 3238?
- 2) Can the 2011 Bond Funds be used for bike facility improvements in County parks.
- 3) Can the 2011 Bond Funds be used to add paved shoulders, seal pavement cracks, re-stripe roadways, provide roadway surface treatments to improve skid resistance and riding comfort, cut back vegetation that may obscure visibility, and install bike warning signs.
- 4) Can the 2011 Bond Funds be used with other funds. For example use 2011 funds to install paved shoulders on up-hill grades and use other funds to install bike lanes on downhill grades. (Bicyclists have indicated that they only need widened shoulders on up-hill grades but there are safety benefits to motorists for having them on both sides of the road).
- 5) Can the 2011 Bond Funds be used for city-county participation on projects and county-non-profit participation. (Thinking of the Austin to Manor Trail and the Hill Country

Conservancy's Walk for a Day Trail... if a precinct has an interest in seeing projects like those completed, can we use 2011 bond funds to participate?

A product of this committee could be the setting of an expectation that more resources will be allocated to inventorying and maintaining roadways frequented by bicyclist at a higher standard.

**Background:**

In February 2011 the Commissioners Court approved a TNR recommendation to create a Bicycle Safety Task Force chartered with developing recommendations for potential projects to utilize bond funds if they got approved in a November 2011 bond referendum. The Task Force worked to develop a strategy for expending voter approved funds. The Task Force ceased meeting in late 2011 to await the results of the bond election. The bond referendum passed and it provides \$3,333,000 for bike safety projects in all precincts.

The Task Force is ready to begin meetings to complete their original charge but the length of time since they last met may have been too long. TNR is therefore seeking the Court's input on any changes it may desire.

The Travis County Joint Task Force is intended only to be supplement to the City of Austin Streets Smarts Task Force Final Report, which is a much greater vision to "transform Austin into a world class bicycling city," and its broader mission "to create and promote environment for the friendly co-existence of bicycle riders and other transportation users in Austin;" rather, while the City's purpose is commendable, the County's more narrow concern is simply to improve safety for cycling on all county roads.

Original Private Sector Members include:

Andrew Willis  
James Murff  
Kim Wilson  
Tom Wald (advisor)

Proposed Private Sector Members:

Erick Benz: [eebenz@yahoo.com](mailto:eebenz@yahoo.com)  
Andrew Willis: [andaroowillis@gmail.com](mailto:andaroowillis@gmail.com)  
Kim Wilson: [kimjwilson@gmail.com](mailto:kimjwilson@gmail.com)  
James Murff: [jmurff@bada-co.com](mailto:jmurff@bada-co.com)  
Chad Cragar (advisor)

Various TNR Support Staff include:

TNR Parks Director Charles Bergh  
TNR Assistant Public Works Director Don Ward, P.E.  
TNR Traffic Engineer David Greear, P.E.  
TNR Transportation Planner Charlie Watts, AICP  
David Shore, TNR GIS Program Manager



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

**Meeting Date:** September 30, 2014

**Prepared By/Phone Number:** Edith Moreida

**Elected/Appointed Official/Dept. Head:** Commissioner Margaret J. Gómez

**Commissioners Court Sponsor:** Commissioner Margaret J. Gómez

### **AGENDA LANGUAGE:**

**Appoint Belinda Ruiz to the Emergency Services District #11 Board effective immediately through December 31, 2014.**

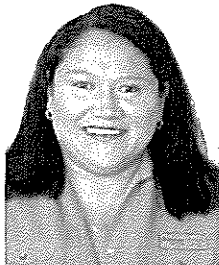
### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

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

Hello,

My name is Belinda Figueroa Ruiz. I am 51 years old. I am Mexican American. I live at [redacted] in Del Valle. I am a native Texan. I was born and raised in Austin, TX and have lived at my current address since 2005. Although we moved in 2005, my parents had previously owned this property since the late 1960's or early 1970's. I also own a lot on FM 812 in Del Valle. I am a registered voter since as long as I can remember and I actively participate in voting. I am married to my husband Sergio for 30 years, this December. We have two daughters, one grandson and a boxer named Lucy. All who live in Travis County. I own and manage a Catering and Rental business. I also have a Texas Real Estate License (non active) and am retired from the Federal Government (Texas National Guard – Civilian). I am an active member of Sta. Julia Catholic Church where I have been a Lector for 30 plus years and where my family and I volunteer regularly. I believe it is important to participate in our civic duties.

Belinda Ruiz





## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 30, 2014

**Prepared By/Phone Number:** Edith Moreida

**Elected/Appointed Official/Dept. Head:** Commissioner Margaret J. Gómez

**Commissioners Court Sponsor:** Commissioner Margaret J. Gómez

**AGENDA LANGUAGE:**

**Appoint Stephen Reveile to the Emergency Services District #11**

**Board effective immediately through December 31, 2014.**

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

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

## **STEPHEN REVEILE**

---

### **OBJECTIVE**

To be considered for placement on the Emergency Service District 11 Board of Commissioners.

### **EDUCATION**

Austin Community College – Studied Criminal Justice

### **SKILLS & ABILITIES**

15 years of industrial, commercial and residential demolition and business management.

### **MANAGEMENT & BUSINESS**

Currently own Heart of Texas Demolition, located in Elroy but operates primarily in the central Texas area. Responsible for contracting, logistics and planning construction projects ranging from residential demolitions to complex high profile commercial projects.

### **COMMUNICATIONS**

Effectively communicates with employees, project managers, sub-contractors and developers.

### **EXPERIENCE**

*1998- 2011 - A&R Demolition* – Elroy Texas – Work experience as demolition expert, superintendent and Chief Operations Officer responsible for multiple projects around the state. Most notable projects are Palmer Auditorium, Texas Stadium, Austin Music Hall, Austin Coliseum and Reunion Area.

*2011 – Present – Heart of Texas Demolition* – Elroy Texas – Started my own business in 2011 doing demolition work in the central Texas area.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** 9/30/2014

**Prepared By/Phone Number:** Nyralin Kline, 4-7807

**Elected/Appointed Official/Dept. Head:** Tanya Acevedo, 4-8685

**Commissioners Court Sponsor:** Commissioner Bruce Todd

**AGENDA LANGUAGE:** Consider and take appropriate action on proposed pilot program for Video Conferencing in Commissioners Court

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:** A video conferencing pilot that would allow employees to participate in Commissioner Court from an available County facility.

**STAFF RECOMMENDATIONS:**

Approve proof of concept program in order to validate efficiencies of remote participation technologies.

**ISSUES AND OPPORTUNITIES:**

- ▶ Allows Travis County employees that work in remote locations to participate in Commissioners Court from locations within the County network reducing travel time to downtown campus allowing for better use of employee time.
- ▶ Contributes to efficiencies in government by opening up other avenues for employees to join Commissioners Court when needed.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A

**ATTACHMENTS/EXHIBITS:**

Video Conferencing PowerPoint Presentation (six slides).

**REQUIRED AUTHORIZATIONS:**

Leroy Nellis, Acting County Executive for Planning and Budget, 4-9066

Walter LaGrone, Information Technology Services, 4-4890

David Lampl, Information Technology Services, 4-6083



## Travis County Commissioners Court Agenda Request

**Meeting Date:**

30 September 2014

**Prepared By/Phone Number:**

Meg Seville / 4-9804

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

Sheriff Greg Hamilton

**Commissioners Court Sponsor:**

A handwritten signature, likely of Sheriff Greg Hamilton, is written over the printed name.

### **AGENDA LANGUAGE:**

To consider and take appropriate action on the continuation of the Sheriff's Office Dispatch Interlocal Agreements with Municipalities for the next fiscal year.

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

See attached.

### **STAFF RECOMMENDATIONS:**

### **ISSUES AND OPPORTUNITIES:**

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

### **REQUIRED AUTHORIZATIONS:**

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



JAMES N. SYLVESTER  
Chief Deputy

## GREG HAMILTON

TRAVIS COUNTY SHERIFF

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

DARREN LONG  
Major - Law Enforcement

WES PRIDDY  
Major - Corrections

MARK SAWA  
Major - Administration & Support

### Memorandum

September 22, 2014

To: Honorable Sam Biscoe, County Judge  
Honorable Ron Davis, Precinct One Commissioner  
Honorable Bruce Todd, Precinct Two Commissioner  
Honorable Gerald Daugherty, Precinct Three Commissioner  
Honorable Margaret Gomez, Precinct Four Commissioner

From: Meg Seville, Senior Planner *ms*

Reference: Dispatch Inter-Local Agreements for FY 2014-15

The Sheriff's Office continues to provide dispatching and 911 call-taking services to five of our local municipalities. The terms of those services are described in *The Annual Interlocal Agreement for Emergency Law Enforcement Dispatch Services*. The municipalities of Jonestown, Manor, Mustang Ridge, Rollingwood, and Sunset Valley have all returned signed agreements, which now require acceptance by the Commissioner's Court.

This is the eight year the agreement has been in place with little substantive change. It has produced solid results. All of the agencies comply with our policies and procedures, utilize our mobile computing platform, and pay a fee based on a percentage of CAD utilization.

The Sheriff's Office continues to evaluate the current agreement to determine whether it still represents the best interest of the Sheriff's Office, Travis County, and the municipalities we serve. As always, we appreciate the continued support of the Commissioner's Court in our endeavors to serve all of the citizens of Travis County and would appreciate the consideration and approval of these agreements.

cc: Greg Hamilton, Sheriff  
Jennifer Kraber, Attorney VII, County Attorney



*Safety, Integrity, Tradition of Service*

**Interlocal Agreement between Travis County and the City of Jonestown  
For Emergency Law Enforcement Dispatch Services**

This Agreement is between the following parties: the City of Jonestown located in Travis County, hereinafter referred to as "City" and Travis County hereinafter referred to as "County".

WHEREAS, City and County have determined that it is mutually beneficial for County to provide emergency law enforcement dispatch services for City; and,

WHEREAS, City and County agree that these services should be provided through the Travis County Sheriff's Office Emergency Communications Center, hereinafter referred to as Emergency Communications Center; and,

WHEREAS, City and County agree that reliable emergency law enforcement dispatch services assists both City and County; and,

WHEREAS, each party to this agreement desires to ensure the provision of emergency law enforcement dispatch services and to enhance the public safety and welfare of the citizens of Travis County; and,

THEREFORE, City and County agree to the following:

**2.0 County Performance**

1.1 The Travis County Sheriff's Office will provide emergency law enforcement dispatch services to City law enforcement personnel in accordance with the terms and conditions of this Agreement. Services will be provided twenty-four hours per day, seven days per week during the period of this Agreement

1.2 Not all emergency calls will be dispatched by Travis County Sheriff's Office. Only those calls associated with law enforcement incidents will be directly dispatched by TCSO personnel. Other types of emergency calls, such as fire and emergency medical services, will be routed to other appropriate governmental entities.

1.3 Law enforcement calls will be dispatched in a timely manner once the incident enters the waiting queue in the Computer Aided Dispatch (CAD) system. All calls will be dispatched according to TCSO protocols without regard to jurisdiction.

1.4 TCSO will not dispatch administrative calls, or calls that are requests for services other than law enforcement services. TCSO will refer callers of non-emergency calls to other appropriate numbers as time allows.

1.5 The Travis County Sheriff's Office Emergency Communications Manager is the usual responsible person for handling all complaints and grievances about dispatch performance.

1.6 All non-emergency complaints should be handled during routine business hours of Monday through Friday 8-5. Complaints should be addressed by either the on-duty emergency communications supervisor or the TCSO patrol watch commander.

1.7 The Travis County Sheriff's Office Emergency Communications Manager is responsible for Travis County Sheriff's operations and shall be responsible for overseeing all necessary hardware and software for the operations of the emergency communications center. The Center shall be operated in a manner consistent with TCSO policies and procedures.

1.8 Radio communications protocols have been developed by Travis County Sheriff's Office so that all radio communications occur on a consistent basis. Information concerning these protocols will be made available to qualified personnel from City.

1.9 There will be an initial consultation for configuration of unit identifiers. Thereafter CAD updates will occur only if capacity has been exceeded or if City and the Emergency Communications Manager mutually agree that a change is necessary

1.10 Prioritization of Calls. Procedures for establishing prioritization of calls shall be the responsibility of TCSO. Call priorities shall be equally applied to all governmental jurisdictions or cities.

## 2.0 City Performance

2.1. City shall supply its personnel with all necessary, authorized equipment needed to provide communications that are compatible with emergency center operations. City shall be responsible for maintaining its equipment.

2.2 City shall adhere to all emergency communications protocols developed by the Travis County Sheriff's Office.

2.3 City shall install and maintain any software necessary to view incidents in the CAD system if they wish to have access for statistical or other purposes.

### **3.0 Duration of Agreement**

3.1 Term. The term of this Agreement shall begin on October 1, 2014 and shall continue through September 30, 2015, unless sooner terminated by either party as provided herein.

3.2 Termination. Either party may terminate this Agreement by giving the other party written notice of its intent to terminate at least 60 days prior to the effective date of the termination.

### **4.0 Mobile Data Computer**

4.1 City participation in Mobile Data is beneficial to both the County and the City. Participation in Mobile Data is voluntary. In consideration of the benefits that the County will receive as a result of City's participation in Mobile Data, the County will discount the base amount otherwise payable by City to County for dispatch services by 25% in exchange for City's participation in Mobile Data. If City qualifies for this discount, the discount will be reflected in the base amount to be paid by City as shown in section 5.1. The 25% discount will not apply to billing for parts and/or labor in connection with maintenance of Mobile Data equipment.

4.2 City will provide its own computer and mounting hardware approved by the County. Software installed onto each computer must be approved by the County. Maintenance, service, and installation of mounting hardware and electronics must be performed by a service provider approved by the County.

4.3 The County agrees to provide network connectivity support beyond the public data carrier by making the County Information Technology Help Desk available during normal business hours free of charge.

4.4 Information Technology support on the computer's hardware is the responsibility of the City. The County will provide support to alterations to the County approved software image. The County shall be reimbursed for any direct cost of labor and parts in performing on-going maintenance or service to the computer's image.

4.5 The County shall not increase the service rate for the duration of the annual contract. If either Party terminates this Agreement, the County has the right to receive payment for all parts, labor, or additional services provided before the effective date of termination.

**5.0 Compensation to County.**

5.1 Base Payment for Dispatch Services. City shall pay County a base amount of \$25,635 (Twenty Five Thousand Six Hundred Thirty Five Dollars and No Cents) for dispatch services rendered pursuant to this Agreement. Payment of this base amount shall be made by March 15, 2015.

5.2 Costs of IT Support for Mobile Data. City will pay the County on a timely basis for parts and labor on Mobile Computer Maintenance Services rendered at the following rates:

Hourly labor at \$55.00 per hour for work performed during "normal business times," which are from 7:30 a.m. until 5:00 p.m. on Monday through Friday. Service Call vehicle trip charge of \$25.00 per trip will be applied. Any additional costs associated with Information Technology support will be billed bi-annually.

**6.0 Access to Records.**

Read only access to emergency communications records shall be made available to the governmental jurisdiction via Visinet for purposes of viewing individual incidents and confirming emergency communications CAD numbers. Access to records is limited to web access only and does not constitute a license to use Travis County's CAD system. Only authorized personnel, as determined by TCSO emergency communications personnel, will be granted Visinet access.

**7.0 Release of Information**

Any TCSO information generated by CAD that is viewed via the internet may not be released for public information purposes or general distribution. CAD access is granted for purposes of viewing incidents associated with governmental jurisdiction for confirmation of dispatch.

**8.0 Amendments**

This Agreement may not be amended, except in writing and signed by both parties. No official, agent, employee, or representative of Travis County has any authority to alter, amend, or modify the terms of this Agreement, except in accordance with such express authority as may be granted by the Travis County Commissioner's Court.

## **9.0 Limitations and Liabilities**

9.1 Nothing in this agreement shall constitute a basis for consideration of an ownership position in Travis County's emergency communications. Participation in this agreement is for service only from the County and does not create any entitlement to an ownership position in the fixed assets of emergency communications. Further, participation does not grant the governmental jurisdiction representation on any boards associated with the operations of the emergency communications center.

9.2 County shall not be liable for any claims, damages, and attorney fees arising from negligent or wrongful acts of employees of City. In no event shall the County be liable to the City for incidental, consequential, indirect, or punitive damages.

9.3 It is expressly understood and agreed that in the execution of this Agreement, no party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it against any claims arising out of the exercise of governmental powers and functions.

9.4 Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

9.5 To the extent authorized by law, City shall indemnify and defend County, its officers, agents, and employees, from all claims, for injury to or death of any person, for any act or omission by City, or for damage to any property, arising out of or in connection with the services performed by City under this agreement, whether such injuries, death or damages are caused by City's sole negligence or the joint negligence of City and any other third party.

9.6 Within ten (10) City business days of receiving notice of any claim, demand, suit, or any action made or brought against City, arising out of the law enforcement activities conducted pursuant to this Agreement, City shall give written notice to County of such claim, demand, suit or other action. Said notice shall include: (a) the name and address of the claimant; (b) the basis of the claim, action or proceeding; (c) the court, if any, where such claim, action, or proceeding was instituted; (d) the name or names of any person or persons against whom such claim is being made.

10.0 **Notifications** All notices under this Agreement shall be in writing and may be either hand-delivered or sent by certified mail, postage prepaid, return receipt requested to the following:

County:

Honorable Sam Biscoe (or his successor)  
Travis County Judge's Office  
700 Lavaca St.  
Austin, Texas 78701

City:

Jonestown Police Department  
10304 N Park Drive  
Jonestown, Texas 78645

#### 10.0 Interlocal Cooperation Act.

This Agreement is an Interlocal Agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each Party agrees that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter. The Parties agree that the compensation to be made by City to County as set forth in this Agreement is in an amount intended to fairly compensate County for the services that it provides hereunder.

EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

#### Travis County

By: Sam Biscoe  
Travis County Judge

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

#### City of Jonestown

By: Deane Armstrong  
Printed Name: DEANE ARMSTRONG

Title: Mayor

Date: 8-28-2014

**Interlocal Agreement between Travis County and the City of Manor  
For Emergency Law Enforcement Dispatch Services**

This Agreement is between the following parties: the City of Manor located in Travis County, hereinafter referred to as "City" and Travis County hereinafter referred to as "County".

WHEREAS, City and County have determined that it is mutually beneficial for County to provide emergency law enforcement dispatch services for City; and,

WHEREAS, City and County agree that these services should be provided through the Travis County Sheriff's Office Emergency Communications Center, hereinafter referred to as Emergency Communications Center; and,

WHEREAS, City and County agree that reliable emergency law enforcement dispatch services assists both City and County; and,

WHEREAS, each party to this agreement desires to ensure the provision of emergency law enforcement dispatch services and to enhance the public safety and welfare of the citizens of Travis County; and,

THEREFORE, City and County agree to the following:

**4.0 County Performance**

1.1 The Travis County Sheriff's Office will provide emergency law enforcement dispatch services to City law enforcement personnel in accordance with the terms and conditions of this Agreement. Services will be provided twenty-four hours per day, seven days per week during the period of this Agreement

1.2 Not all emergency calls will be dispatched by Travis County Sheriff's Office. Only those calls associated with law enforcement incidents will be directly dispatched by TCSO personnel. Other types of emergency calls, such as fire and emergency medical services, will be routed to other appropriate governmental entities.

1.3 Law enforcement calls will be dispatched in a timely manner once the incident enters the waiting queue in the Computer Aided Dispatch (CAD) system. All calls will be dispatched according to TCSO protocols without regard to jurisdiction.

1.4 TCSO will not dispatch administrative calls, or calls that are requests for services other than law enforcement services. TCSO will refer callers of non-emergency calls to other appropriate numbers as time allows.

1.5 The Travis County Sheriff's Office Emergency Communications Manager is the usual responsible person for handling all complaints and grievances about dispatch performance.

1.6 All non-emergency complaints should be handled during routine business hours of Monday through Friday 8-5. Complaints should be addressed by either the on-duty emergency communications supervisor or the TCSO patrol watch commander.

1.7 The Travis County Sheriff's Office Emergency Communications Manager is responsible for Travis County Sheriff's operations and shall be responsible for overseeing all necessary hardware and software for the operations of the emergency communications center. The Center shall be operated in a manner consistent with TCSO policies and procedures.

1.8 Radio communications protocols have been developed by Travis County Sheriff's Office so that all radio communications occur on a consistent basis. Information concerning these protocols will be made available to qualified personnel from City.

1.9 There will be an initial consultation for configuration of unit identifiers. Thereafter CAD updates will occur only if capacity has been exceeded or if City and the Emergency Communications Manager mutually agree that a change is necessary

1.10 Prioritization of Calls. Procedures for establishing prioritization of calls shall be the responsibility of TCSO. Call priorities shall be equally applied to all governmental jurisdictions or cities.

## **2.0 City Performance**

2.1 City shall supply its personnel with all necessary, authorized equipment needed to provide communications that are compatible with emergency center operations. City shall be responsible for maintaining its equipment.

2.2 City shall adhere to all emergency communications protocols developed by the Travis County Sheriff's Office.

2.3 City shall install and maintain any software necessary to view incidents in the CAD system if they wish to have access for statistical or other purposes.

### **3.0 Duration of Agreement**

3.1 Term. The term of this Agreement shall begin on October 1, 2014 and shall continue through September 30, 2015, unless sooner terminated by either party as provided herein.

3.2 Termination. Either party may terminate this Agreement by giving the other party written notice of its intent to terminate at least 60 days prior to the effective date of the termination.

### **4.0 Mobile Data Computer**

4.1 City participation in Mobile Data is beneficial to both the County and the City. Participation in Mobile Data is voluntary. In consideration of the benefits that the County will receive as a result of City's participation in Mobile Data, the County will discount the base amount otherwise payable by City to County for dispatch services by 25% in exchange for City's participation in Mobile Data. If City qualifies for this discount, the discount will be reflected in the base amount to be paid by City as shown in section 5.1. The 25% discount will not apply to billing for parts and/or labor in connection with maintenance of Mobile Data equipment.

4.2 City will provide its own computer and mounting hardware approved by the County. Software installed onto each computer must be approved by the County. Maintenance, service, and installation of mounting hardware and electronics must be performed by a service provider approved by the County.

4.3 The County agrees to provide network connectivity support beyond the public data carrier by making the County Information Technology Help Desk available during normal business hours free of charge.

4.4 Information Technology support on the computer's hardware is the responsibility of the City. The County will provide support to alterations to the County approved software image. The County shall be reimbursed for any direct cost of labor and parts in performing on-going maintenance or service to the computer's image.

4.5 The County shall not increase the service rate for the duration of the annual contract. If either Party terminates this Agreement, the County has the right to receive payment for all parts, labor, or additional services provided before the effective date of termination.

**5.0 Compensation to County.**

5.1 Base Payment for Dispatch Services. City shall pay County a base amount of \$66,545 (Sixty Six Thousand Five Hundred Forty Five Dollars and No Cents) for dispatch services rendered pursuant to this Agreement. Payment of this base amount shall be made by March 15, 2015.

5.2 Costs of IT Support for Mobile Data. City will pay the County on a timely basis for parts and labor on Mobile Computer Maintenance Services rendered at the following rates:

Hourly labor at \$55.00 per hour for work performed during "normal business times," which are from 7:30 a.m. until 5:00 p.m. on Monday through Friday. Service Call vehicle trip charge of \$25.00 per trip will be applied. Any additional costs associated with Information Technology support will be billed bi-annually.

**6.0 Access to Records.**

Read only access to emergency communications records shall be made available to the governmental jurisdiction via Visinet for purposes of viewing individual incidents and confirming emergency communications CAD numbers. Access to records is limited to web access only and does not constitute a license to use Travis County's CAD system. Only authorized personnel, as determined by TCSO emergency communications personnel, will be granted Visinet access.

**7.0 Release of Information**

Any TCSO information generated by CAD that is viewed via the internet may not be released for public information purposes or general distribution. CAD access is granted for purposes of viewing incidents associated with governmental jurisdiction for confirmation of dispatch.

**8.0 Amendments**

This Agreement may not be amended, except in writing and signed by both parties. No official, agent, employee, or representative of Travis County has any authority to alter, amend, or modify the terms of this Agreement, except in accordance with such express authority as may be granted by the Travis County Commissioner's Court.

## **9.0 Limitations and Liabilities**

9.1 Nothing in this agreement shall constitute a basis for consideration of an ownership position in Travis County's emergency communications. Participation in this agreement is for service only from the County and does not create any entitlement to an ownership position in the fixed assets of emergency communications. Further, participation does not grant the governmental jurisdiction representation on any boards associated with the operations of the emergency communications center.

9.2 County shall not be liable for any claims, damages, and attorney fees arising from negligent or wrongful acts of employees of City. In no event shall the County be liable to the City for incidental, consequential, indirect, or punitive damages.

9.3 It is expressly understood and agreed that in the execution of this Agreement, no party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it against any claims arising out of the exercise of governmental powers and functions.

9.4 Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

9.5 City shall indemnify and defend County, its officers, agents, and employees, from all claims, for injury to or death of any person, for any act or omission by City, or for damage to any property, arising out of or in connection with the services performed by City under this agreement, whether such injuries, death or damages are caused by City's sole negligence or the joint negligence of City and any other third party.

9.6 Within three (3) working days of receiving notice of any claim, demand, suit, or any action made or brought against City, arising out of the law enforcement activities conducted pursuant to this Agreement, City shall give written notice to County of such claim, demand, suit or other action. Said notice shall include: (a) the name and address of the claimant; (b) the basis of the claim, action or proceeding; (c) the court, if any, where such claim, action, or proceeding was instituted; (d) the name or names of any person or persons against whom such claim is being made.

**10.0 Notifications** All notices under this Agreement shall be in writing and may be either hand-delivered or sent by certified mail, postage prepaid, return receipt requested to the following:

County:

Honorable Sam Biscoe (or his successor)  
Travis County Judge's Office  
700 Lavaca St.  
Austin, Texas 78701

City:

Manor Police Department  
201 East Parsons Drive  
Manor, Texas 78653

**10.0 Interlocal Cooperation Act.**

This Agreement is an Interlocal Agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each Party agrees that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter. The Parties agree that the compensation to be made by City to County as set forth in this Agreement is in an amount intended to fairly compensate County for the services that it provides hereunder.

EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

**Travis County**

\_\_\_\_\_  
By: Sam Biscoe  
Travis County Judge

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

**City of Manor**

By: Thomas Bolt

Printed Name: THOMAS BOLT

Title: INTERIOR CITY MGR

Date: 9/22/14

## RESOLUTION 14-116

### **Interlocal Agreement between Travis County and the City of Mustang Ridge For Emergency Law Enforcement Dispatch Services**

This Agreement is between the following parties: the City of Mustang Ridge located in Travis County, hereinafter referred to as "City" and Travis County hereinafter referred to as "County".

WHEREAS, City and County have determined that it is mutually beneficial for County to provide emergency law enforcement dispatch services for City; and,

WHEREAS, City and County agree that these services should be provided through the Travis County Sheriff's Office Emergency Communications Center, hereinafter referred to as Emergency Communications Center; and,

WHEREAS, City and County agree that reliable emergency law enforcement dispatch services assists both City and County; and,

WHEREAS, each party to this agreement desires to ensure the provision of emergency law enforcement dispatch services and to enhance the public safety and welfare of the citizens of Travis County; and,

THEREFORE, City and County agree to the following:

#### **3.0 County Performance**

1.1 The Travis County Sheriff's Office will provide emergency law enforcement dispatch services to City law enforcement personnel in accordance with the terms and conditions of this Agreement. Services will be provided twenty-four hours per day, seven days per week during the period of this Agreement

1.2 Not all emergency calls will be dispatched by Travis County Sheriff's Office. Only those calls associated with law enforcement incidents will be directly dispatched by TCSO personnel. Other types of emergency calls, such as fire and emergency medical services, will be routed to other appropriate governmental entities.

1.3 Law enforcement calls will be dispatched in a timely manner once the incident enters the waiting queue in the Computer Aided Dispatch (CAD) system. All calls will be dispatched according to TCSO protocols without regard to jurisdiction.

1.4 TCSO will not dispatch administrative calls, or calls that are requests for services other than law enforcement services. TCSO will refer callers of non-emergency calls to other appropriate numbers as time allows.

1.5 The Travis County Sheriff's Office Emergency Communications Manager is the usual responsible person for handling all complaints and grievances about dispatch performance.

1.6 All non-emergency complaints should be handled during routine business hours of Monday through Friday 8-5. Complaints should be addressed by either the on-duty emergency communications supervisor or the TCSO patrol watch commander.

1.7 The Travis County Sheriff's Office Emergency Communications Manager is responsible for Travis County Sheriff's operations and shall be responsible for overseeing all necessary hardware and software for the operations of the emergency communications center. The Center shall be operated in a manner consistent with TCSO policies and procedures.

1.8 Radio communications protocols have been developed by Travis County Sheriff's Office so that all radio communications occur on a consistent basis. Information concerning these protocols will be made available to qualified personnel from City.

1.9 There will be an initial consultation for configuration of unit identifiers. Thereafter CAD updates will occur only if capacity has been exceeded or if City and the Emergency Communications Manager mutually agree that a change is necessary

1.10 Prioritization of Calls. Procedures for establishing prioritization of calls shall be the responsibility of TCSO. Call priorities shall be equally applied to all governmental jurisdictions or cities.

## **2.0 City Performance**

2.1. City shall supply its personnel with all necessary, authorized equipment needed to provide communications that are compatible with emergency center operations. City shall be responsible for maintaining its equipment.

2.2 City shall adhere to all emergency communications protocols developed by the Travis County Sheriff's Office.

2.3 City shall install and maintain any software necessary to view incidents in the CAD system if they wish to have access for statistical or other purposes.

### **3.0 Duration of Agreement**

3.1 Term. The term of this Agreement shall begin on October 1, 2014 and shall continue through September 30, 2015, unless sooner terminated by either party as provided herein.

3.2 Termination. Either party may terminate this Agreement by giving the other party written notice of its intent to terminate at least 60 days prior to the effective date of the termination.

### **4.0 Mobile Data Computer**

4.1 City participation in Mobile Data is beneficial to both the County and the City. Participation in Mobile Data is voluntary. In consideration of the benefits that the County will receive as a result of City's participation in Mobile Data, the County will discount the base amount otherwise payable by City to County for dispatch services by 25% in exchange for City's participation in Mobile Data. If City qualifies for this discount, the discount will be reflected in the base amount to be paid by City as shown in section 5.1. The 25% discount will not apply to billing for parts and/or labor in connection with maintenance of Mobile Data equipment.

4.2 City will provide its own computer and mounting hardware approved by the County. Software installed onto each computer must be approved by the County. Maintenance, service, and installation of mounting hardware and electronics must be performed by a service provider approved by the County.

4.3 The County agrees to provide network connectivity support beyond the public data carrier by making the County Information Technology Help Desk available during normal business hours free of charge.

4.4 Information Technology support on the computer's hardware is the responsibility of the City. The County will provide support to alterations to the County approved software image. The County shall be reimbursed for any direct cost of labor and parts in performing on-going maintenance or service to the computer's image.

4.5 The County shall not increase the service rate for the duration of the annual contract. If either Party terminates this Agreement, the County has the right to receive payment for all parts, labor, or additional services provided before the effective date of termination.

## **5.0 Compensation to County.**

5.1 Base Payment for Dispatch Services. City shall pay County a base amount of \$15,358 (Fifteen Thousand Three Hundred Fifty Eight Dollars and No Cents) for dispatch services rendered pursuant to this Agreement. Payment of this base amount shall be made by March 15, 2015.

5.2 Costs of IT Support for Mobile Data. City will pay the County on a timely basis for parts and labor on Mobile Computer Maintenance Services rendered at the following rates:

Hourly labor at \$55.00 per hour for work performed during "normal business times," which are from 7:30 a.m. until 5:00 p.m. on Monday through Friday. Service Call vehicle trip charge of \$25.00 per trip will be applied. Any additional costs associated with Information Technology support will be billed bi-annually.

## **6.0 Access to Records.**

Read only access to emergency communications records shall be made available to the governmental jurisdiction via Visinet for purposes of viewing individual incidents and confirming emergency communications CAD numbers. Access to records is limited to web access only and does not constitute a license to use Travis County's CAD system. Only authorized personnel, as determined by TCSO emergency communications personnel, will be granted Visinet access.

## **7.0 Release of Information**

Any TCSO information generated by CAD that is viewed via the internet may not be released for public information purposes or general distribution. CAD access is granted for purposes of viewing incidents associated with governmental jurisdiction for confirmation of dispatch.

## **8.0 Amendments**

This Agreement may not be amended, except in writing and signed by both parties. No official, agent, employee, or representative of Travis County has any authority to alter, amend, or modify the terms of this Agreement, except in accordance with such express authority as may be granted by the Travis County Commissioner's Court.

## **9.0 Limitations and Liabilities**

9.1 Nothing in this agreement shall constitute a basis for consideration of an ownership position in Travis County's emergency communications. Participation in this agreement is for service only from the County and does not create any entitlement to an ownership position in the fixed assets of emergency communications. Further, participation does not grant the governmental jurisdiction representation on any boards associated with the operations of the emergency communications center.

9.2 County shall not be liable for any claims, damages, and attorney fees arising from negligent or wrongful acts of employees of City. In no event shall the County be liable to the City for incidental, consequential, indirect, or punitive damages.

9.3 It is expressly understood and agreed that in the execution of this Agreement, no party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it against any claims arising out of the exercise of governmental powers and functions.

9.4 Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

9.5 City shall indemnify and defend County, its officers, agents, and employees, from all claims, for injury to or death of any person, for any act or omission by City, or for damage to any property, arising out of or in connection with the services performed by City under this agreement, whether such injuries, death or damages are caused by City's sole negligence or the joint negligence of City and any other third party.

9.6 Within three (3) working days of receiving notice of any claim, demand, suit, or any action made or brought against City, arising out of the law enforcement activities conducted pursuant to this Agreement, City shall give written notice to County of such claim, demand, suit or other action. Said notice shall include: (a) the name and address of the claimant; (b) the basis of the claim, action or proceeding; (c) the court, if any, where such claim, action, or proceeding was instituted; (d) the name or names of any person or persons against whom such claim is being made.

10.0 **Notifications** All notices under this Agreement shall be in writing and may be either hand-delivered or sent by certified mail, postage prepaid, return receipt requested to the following:

County:

Honorable Sam Biscoe (or his successor)  
Travis County Judge's Office  
700 Lavaca St.  
Austin, Texas 78701

City:

Mustang Ridge Police Department  
12800 S Highway 183  
Mustang Ridge, Texas 78610

#### 10.0 Interlocal Cooperation Act.

This Agreement is an Interlocal Agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each Party agrees that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter. The Parties agree that the compensation to be made by City to County as set forth in this Agreement is in an amount intended to fairly compensate County for the services that it provides hereunder.

EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

#### Travis County

By: Sam Biscoe  
Travis County Judge

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

#### City of Mustang Ridge

By: Alisandro M. Flores  
Printed Name: Alisandro M. Flores  
Title: Mayor  
Date: 8-12-14



**Interlocal Agreement between Travis County and the City of Rollingwood  
For Emergency Law Enforcement Dispatch Services**

This Agreement is between the following parties: the City of Rollingwood located in Travis County, hereinafter referred to as "City" and Travis County hereinafter referred to as "County".

WHEREAS, City and County have determined that it is mutually beneficial for County to provide emergency law enforcement dispatch services for City; and,

WHEREAS, City and County agree that these services should be provided through the Travis County Sheriff's Office Emergency Communications Center, hereinafter referred to as Emergency Communications Center; and,

WHEREAS, City and County agree that reliable emergency law enforcement dispatch services assists both City and County; and,

WHEREAS, each party to this agreement desires to ensure the provision of emergency law enforcement dispatch services and to enhance the public safety and welfare of the citizens of Travis County; and,

THEREFORE, City and County agree to the following:

**5.0 County Performance**

1.1 The Travis County Sheriff's Office will provide emergency law enforcement dispatch services to City law enforcement personnel in accordance with the terms and conditions of this Agreement. Services will be provided twenty-four hours per day, seven days per week during the period of this Agreement

1.2 Not all emergency calls will be dispatched by Travis County Sheriff's Office. Only those calls associated with law enforcement incidents will be directly dispatched by TCSO personnel. Other types of emergency calls, such as fire and emergency medical services, will be routed to other appropriate governmental entities.

1.3 Law enforcement calls will be dispatched in a timely manner once the incident enters the waiting queue in the Computer Aided Dispatch (CAD) system. All calls will be dispatched according to TCSO protocols without regard to jurisdiction.

1.4 TCSO will not dispatch administrative calls, or calls that are requests for services other than law enforcement services. TCSO will refer callers of non-emergency calls to other appropriate numbers as time allows.

1.5 The Travis County Sheriff's Office Emergency Communications Manager is the usual responsible person for handling all complaints and grievances about dispatch performance.

1.6 All non-emergency complaints should be handled during routine business hours of Monday through Friday 8-5. Complaints should be addressed by either the on-duty emergency communications supervisor or the TCSO patrol watch commander.

1.7 The Travis County Sheriff's Office Emergency Communications Manager is responsible for Travis County Sheriff's operations and shall be responsible for overseeing all necessary hardware and software for the operations of the emergency communications center. The Center shall be operated in a manner consistent with TCSO policies and procedures.

1.8 Radio communications protocols have been developed by Travis County Sheriff's Office so that all radio communications occur on a consistent basis. Information concerning these protocols will be made available to qualified personnel from City.

1.9 There will be an initial consultation for configuration of unit identifiers. Thereafter CAD updates will occur only if capacity has been exceeded or if City and the Emergency Communications Manager mutually agree that a change is necessary

1.10 Prioritization of Calls. Procedures for establishing prioritization of calls shall be the responsibility of TCSO. Call priorities shall be equally applied to all governmental jurisdictions or cities.

## **2.0 City Performance**

2.1 City shall supply its personnel with all necessary, authorized equipment needed to provide communications that are compatible with emergency center operations. City shall be responsible for maintaining its equipment.

2.2 City shall adhere to all emergency communications protocols developed by the Travis County Sheriff's Office.

2.3 City shall install and maintain any software necessary to view incidents in the CAD system if they wish to have access for statistical or other purposes.

### **3.0 Duration of Agreement**

3.1 Term. The term of this Agreement shall begin on October 1, 2014 and shall continue through September 30, 2015, unless sooner terminated by either party as provided herein.

3.2 Termination. Either party may terminate this Agreement by giving the other party written notice of its intent to terminate at least 60 days prior to the effective date of the termination.

### **4.0 Mobile Data Computer**

4.1 City participation in Mobile Data is beneficial to both the County and the City. Participation in Mobile Data is voluntary. In consideration of the benefits that the County will receive as a result of City's participation in Mobile Data, the County will discount the base amount otherwise payable by City to County for dispatch services by 25% in exchange for City's participation in Mobile Data. If City qualifies for this discount, the discount will be reflected in the base amount to be paid by City as shown in section 5.1. The 25% discount will not apply to billing for parts and/or labor in connection with maintenance of Mobile Data equipment.

4.2 City will provide its own computer and mounting hardware approved by the County. Software installed onto each computer must be approved by the County. Maintenance, service, and installation of mounting hardware and electronics must be performed by a service provider approved by the County.

4.3 The County agrees to provide network connectivity support beyond the public data carrier by making the County Information Technology Help Desk available during normal business hours free of charge.

4.4 Information Technology support on the computer's hardware is the responsibility of the City. The County will provide support to alterations to the County approved software image. The County shall be reimbursed for any direct cost of labor and parts in performing on-going maintenance or service to the computer's image.

4.5 The County shall not increase the service rate for the duration of the annual contract. If either Party terminates this Agreement, the County has the right to receive payment for all parts, labor, or additional services provided before the effective date of termination.

**5.0 Compensation to County.**

5.1 Base Payment for Dispatch Services. City shall pay County a base amount of \$13,401 (Thirteen Thousand Four Hundred One Dollars and No Cents) for dispatch services rendered pursuant to this Agreement. Payment of this base amount shall be made by March 15, 2015.

5.2 Costs of IT Support for Mobile Data. City will pay the County on a timely basis for parts and labor on Mobile Computer Maintenance Services rendered at the following rates:

Hourly labor at \$55.00 per hour for work performed during "normal business times," which are from 7:30 a.m. until 5:00 p.m. on Monday through Friday. Service Call vehicle trip charge of \$25.00 per trip will be applied. Any additional costs associated with Information Technology support will be billed bi-annually.

**6.0 Access to Records.**

Read only access to emergency communications records shall be made available to the governmental jurisdiction via Visinet for purposes of viewing individual incidents and confirming emergency communications CAD numbers. Access to records is limited to web access only and does not constitute a license to use Travis County's CAD system. Only authorized personnel, as determined by TCSO emergency communications personnel, will be granted Visinet access.

**7.0 Release of Information**

Any TCSO information generated by CAD that is viewed via the internet may not be released for public information purposes or general distribution. CAD access is granted for purposes of viewing incidents associated with governmental jurisdiction for confirmation of dispatch.

**8.0 Amendments**

This Agreement may not be amended, except in writing and signed by both parties. No official, agent, employee, or representative of Travis County has any authority to alter, amend, or modify the terms of this Agreement, except in accordance with such express authority as may be granted by the Travis County Commissioner's Court.

## **9.0 Limitations and Liabilities**

9.1 Nothing in this agreement shall constitute a basis for consideration of an ownership position in Travis County's emergency communications. Participation in this agreement is for service only from the County and does not create any entitlement to an ownership position in the fixed assets of emergency communications. Further, participation does not grant the governmental jurisdiction representation on any boards associated with the operations of the emergency communications center.

9.2 County shall not be liable for any claims, damages, and attorney fees arising from negligent or wrongful acts of employees of City. In no event shall the County be liable to the City for incidental, consequential, indirect, or punitive damages.

9.3 It is expressly understood and agreed that in the execution of this Agreement, no party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it against any claims arising out of the exercise of governmental powers and functions.

9.4 Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

9.5 City shall indemnify and defend County, its officers, agents, and employees, from all claims, for injury to or death of any person, for any act or omission by City, or for damage to any property, arising out of or in connection with the services performed by City under this agreement, whether such injuries, death or damages are caused by City's sole negligence or the joint negligence of City and any other third party.

9.6 Within three (3) working days of receiving notice of any claim, demand, suit, or any action made or brought against City, arising out of the law enforcement activities conducted pursuant to this Agreement, City shall give written notice to County of such claim, demand, suit or other action. Said notice shall include: (a) the name and address of the claimant; (b) the basis of the claim, action or proceeding; (c) the court, if any, where such claim, action, or proceeding was instituted; (d) the name or names of any person or persons against whom such claim is being made.

10.0 **Notifications** All notices under this Agreement shall be in writing and may be either hand-delivered or sent by certified mail, postage prepaid, return receipt requested to the following:

County:

Honorable Sam Biscoe (or his successor)  
Travis County Judge's Office  
700 Lavaca St.  
Austin, Texas 78701

City:

Rollingwood Police Department  
403 Nixon Drive  
Austin, Texas 78746

#### 10.0 Interlocal Cooperation Act.

This Agreement is an Interlocal Agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each Party agrees that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter. The Parties agree that the compensation to be made by City to County as set forth in this Agreement is in an amount intended to fairly compensate County for the services that it provides hereunder.

EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

#### Travis County

By: Sam Biscoe  
Travis County Judge

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

#### City of Rollingwood

By: Dayne Pryor

Printed Name: DAYNE PRYOR

Title: CHIEF OF POLICE

Date: 8-29-2014

**Interlocal Agreement between Travis County and the City of Sunset Valley  
For Emergency Law Enforcement Dispatch Services**

This Agreement is between the following parties: the City of Sunset Valley located in Travis County, hereinafter referred to as "City" and Travis County hereinafter referred to as "County".

WHEREAS, City and County have determined that it is mutually beneficial for County to provide emergency law enforcement dispatch services for City; and,

WHEREAS, City and County agree that these services should be provided through the Travis County Sheriff's Office Emergency Communications Center, hereinafter referred to as Emergency Communications Center; and,

WHEREAS, City and County agree that reliable emergency law enforcement dispatch services assists both City and County; and,

WHEREAS, each party to this agreement desires to ensure the provision of emergency law enforcement dispatch services and to enhance the public safety and welfare of the citizens of Travis County; and,

THEREFORE, City and County agree to the following:

**1.0 County Performance**

1.1 The Travis County Sheriff's Office will provide emergency law enforcement dispatch services to City law enforcement personnel in accordance with the terms and conditions of this Agreement. Services will be provided twenty-four hours per day, seven days per week during the period of this Agreement

1.2 Not all emergency calls will be dispatched by Travis County Sheriff's Office. Only those calls associated with law enforcement incidents will be directly dispatched by TCSO personnel. Other types of emergency calls, such as fire and emergency medical services, will be routed to other appropriate governmental entities.

1.3 Law enforcement calls will be dispatched in a timely manner once the incident enters the waiting queue in the Computer Aided Dispatch (CAD) system. All calls will be dispatched according to TCSO protocols without regard to jurisdiction.

1.4 TCSO will not dispatch administrative calls, or calls that are requests for services other than law enforcement services. TCSO will refer callers of non-emergency calls to other appropriate numbers as time allows.

1.5 The Travis County Sheriff's Office Emergency Communications Manager is the usual responsible person for handling all complaints and grievances about dispatch performance.

1.6 All non-emergency complaints should be handled during routine business hours of Monday through Friday 8-5. Complaints should be addressed by either the on-duty emergency communications supervisor or the TCSO patrol watch commander.

1.7 The Travis County Sheriff's Office Emergency Communications Manager is responsible for Travis County Sheriff's operations and shall be responsible for overseeing all necessary hardware and software for the operations of the emergency communications center. The Center shall be operated in a manner consistent with TCSO policies and procedures.

1.8 Radio communications protocols have been developed by Travis County Sheriff's Office so that all radio communications occur on a consistent basis. Information concerning these protocols will be made available to qualified personnel from City.

1.9 There will be an initial consultation for configuration of unit identifiers. Thereafter CAD updates will occur only if capacity has been exceeded or if City and the Emergency Communications Manager mutually agree that a change is necessary

1.10 Prioritization of Calls. Procedures for establishing prioritization of calls shall be the responsibility of TCSO. Call priorities shall be equally applied to all governmental jurisdictions or cities.

## **2.0 City Performance**

2.1 City shall supply its personnel with all necessary, authorized equipment needed to provide communications that are compatible with emergency center operations. City shall be responsible for maintaining its equipment.

2.2 City shall adhere to all emergency communications protocols developed by the Travis County Sheriff's Office.

2.3 City shall install and maintain any software necessary to view incidents in the CAD system if they wish to have access for statistical or other purposes.

### **3.0 Duration of Agreement**

3.1 Term. The term of this Agreement shall begin on October 1, 2014 and shall continue through September 30, 2015, unless sooner terminated by either party as provided herein.

3.2 Termination. Either party may terminate this Agreement by giving the other party written notice of its intent to terminate at least 60 days prior to the effective date of the termination.

### **4.0 Mobile Data Computer**

4.1 City participation in Mobile Data is beneficial to both the County and the City. Participation in Mobile Data is voluntary. In consideration of the benefits that the County will receive as a result of City's participation in Mobile Data, the County will discount the base amount otherwise payable by City to County for dispatch services by 25% in exchange for City's participation in Mobile Data. If City qualifies for this discount, the discount will be reflected in the base amount to be paid by City as shown in section 5.1. The 25% discount will not apply to billing for parts and/or labor in connection with maintenance of Mobile Data equipment.

4.2 City will provide its own computer and mounting hardware approved by the County. Software installed onto each computer must be approved by the County. Maintenance, service, and installation of mounting hardware and electronics must be performed by a service provider approved by the County.

4.3 The County agrees to provide network connectivity support beyond the public data carrier by making the County Information Technology Help Desk available during normal business hours free of charge.

4.4 Information Technology support on the computer's hardware is the responsibility of the City. The County will provide support to alterations to the County approved software image. The County shall be reimbursed for any direct cost of labor and parts in performing on-going maintenance or service to the computer's image.

4.5 The County shall not increase the service rate for the duration of the annual contract. If either Party terminates this Agreement, the County has the right to receive payment for all parts, labor, or additional services provided before the effective date of termination.

**5.0 Compensation to County.**

5.1 Base Payment for Dispatch Services. City shall pay County a base amount of \$32,919 (Thirty Two Thousand Nine Hundred Nineteen Dollars and No Cents) for dispatch services rendered pursuant to this Agreement. Payment of this base amount shall be made by March 15, 2015.

5.2 Costs of IT Support for Mobile Data. City will pay the County on a timely basis for parts and labor on Mobile Computer Maintenance Services rendered at the following rates:

Hourly labor at \$55.00 per hour for work performed during "normal business times," which are from 7:30 a.m. until 5:00 p.m. on Monday through Friday. Service Call vehicle trip charge of \$25.00 per trip will be applied. Any additional costs associated with Information Technology support will be billed bi-annually.

**6.0 Access to Records.**

Read only access to emergency communications records shall be made available to the governmental jurisdiction via Visinet for purposes of viewing individual incidents and confirming emergency communications CAD numbers. Access to records is limited to web access only and does not constitute a license to use Travis County's CAD system. Only authorized personnel, as determined by TCSO emergency communications personnel, will be granted Visinet access.

**7.0 Release of Information**

Any TCSO information generated by CAD that is viewed via the internet may not be released for public information purposes or general distribution. CAD access is granted for purposes of viewing incidents associated with governmental jurisdiction for confirmation of dispatch.

**8.0 Amendments**

This Agreement may not be amended, except in writing and signed by both parties. No official, agent, employee, or representative of Travis County has any authority to alter, amend, or modify the terms of this Agreement, except in accordance with such express authority as may be granted by the Travis County Commissioner's Court.

## 9.0 **Limitations and Liabilities**

9.1 Nothing in this agreement shall constitute a basis for consideration of an ownership position in Travis County's emergency communications. Participation in this agreement is for service only from the County and does not create any entitlement to an ownership position in the fixed assets of emergency communications. Further, participation does not grant the governmental jurisdiction representation on any boards associated with the operations of the emergency communications center.

9.2 County shall not be liable for any claims, damages, and attorney fees arising from negligent or wrongful acts of employees of City. In no event shall the County be liable to the City for incidental, consequential, indirect, or punitive damages.

9.3 It is expressly understood and agreed that in the execution of this Agreement, no party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it against any claims arising out of the exercise of governmental powers and functions.

9.4 Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

9.5 City shall indemnify and defend County, its officers, agents, and employees, from all claims, for injury to or death of any person, for any act or omission by City, or for damage to any property, arising out of or in connection with the services performed by City under this agreement, whether such injuries, death or damages are caused by City's sole negligence or the joint negligence of City and any other third party.

9.6 Within three (3) working days of receiving notice of any claim, demand, suit, or any action made or brought against City, arising out of the law enforcement activities conducted pursuant to this Agreement, City shall give written notice to County of such claim, demand, suit or other action. Said notice shall include: (a) the name and address of the claimant; (b) the basis of the claim, action or proceeding; (c) the court, if any, where such claim, action, or proceeding was instituted; (d) the name or names of any person or persons against whom such claim is being made.

10.0 **Notifications** All notices under this Agreement shall be in writing and may be either hand-delivered or sent by certified mail, postage prepaid, return receipt requested to the following:

County:

Honorable Sam Biscoe (or his successor)  
Travis County Judge's Office  
700 Lavaca St.  
Austin, Texas 78701

City:

Sunset Valley Police Department  
3205 Jones Road  
Sunset Valley, Texas 78745

**10.0 Interlocal Cooperation Act.**

This Agreement is an Interlocal Agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each Party agrees that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter. The Parties agree that the compensation to be made by City to County as set forth in this Agreement is in an amount intended to fairly compensate County for the services that it provides hereunder.

EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

**Travis County**

\_\_\_\_\_  
By: Sam Biscoe  
Travis County Judge

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

**City of Sunset Valley**

By: Rose A. Cardona

Printed Name: Rose A. Cardona

Title: Mayor

Date: 08-07-14



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

**Meeting Date:** Sept. 30, 2014

**Prepared By/Phone Number:** Shawn Malone/854-7627

**Elected/Appointed Official/Dept. Head:** Steven Broberg, RMCR Director

**Commissioners Court Sponsor:** Judge Biscoe

**AGENDA LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION ON SEVENTH ANNUAL TRAVIS COUNTY HISTORY DAY, OCT. 24, 2014**

**BACKGROUND/SUMMARY OF REQUEST:** The theme for this year's History Day will be "100 Years of Extension Services in Travis County." 2014 marks the 100th anniversary of the passage of the Smith-Lever Act, the legislation which created the national Cooperative Extension System. Our speaker will be Dr. Doug Steele, the president of the Texas A&M AgriLife Extension Service. Judge Biscoe has agreed to serve as Master of Ceremonies.

To develop and execute an event plan, and to produce the content for the day's program, a committee similar to those of prior years has been meeting. Archivist Christy Moilanen chairs the planning committee. Others serving include members of the Travis County Historical Commission and representatives from the AgriLife Extension Service, County Clerk's Office, County Auditor's Office, Constable Precinct 5 office, and the Records Management and Communications Resources (RMCR) department. The committee is supported by liaisons from the Austin History Center and the Austin Bar Association.

### **STAFF RECOMMENDATIONS:**

1. Approve date (Friday, October 24, 2014), and location (Commissioners Courtroom and Hall of Government, 700 Lavaca Street) for the 7th Annual Travis County History Day.

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

2. Commissioners Court approval is also sought to furnish the Hall of Government with temporary wall hangings, banners, and a decorative quilt from Oct. 15 through 27.
3. The Extension Service would like to make Master Gardeners available for ad hoc public consultations in the Hall of Government from 10:00 AM until 2:00 PM on Oct. 16 & 17, and October 20 through 24.

**ISSUES AND OPPORTUNITIES:** Travis County History Day has proven to be a popular opportunity to learn about and to celebrate unique aspects of our rich history. Past events have covered topics such as the Heman Marion Sweatt Travis County Courthouse, current and former elected officials, and the history of Travis County law enforcement. A short program will begin at 10:30, followed by a reception. Historical photographs, documents and artifacts will be on display, including photographs from the collections of the Austin History Center, records from the Travis County Archives, and artifacts from the Travis County AgriLife Extension Service. All county officials, employees and the public are welcome to attend this special occasion. Travis County History Day is sponsored by the Austin Bar Association, Austin History Center, Texas A&M AgriLife Extension Service, Travis County Archives, and the Travis County Historical Commission.

**FISCAL IMPACT AND SOURCE OF FUNDING:** History Day expenses will be related to educational/informational displays. They can be absorbed within the existing budgets of the AgriLife Extension Office, the RMCR Department, and the Travis County Historical Commission.

**REQUIRED AUTHORIZATIONS:**

None required.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 30, 2014

**Prepared By/Phone Number:** Nicki Riley – 854-9125

**Elected/Appointed Official/Dept. Head:** Nicki Riley, County Auditor

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

**AGENDA LANGUAGE:** Consider and take appropriate action to view the overtime payout schedule for Fiscal Year 2015.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:** The overtime payout schedule for Fiscal Year 2015 has been prepared to assist employees and their managers in determining when overtime will be paid relative to when it was worked.

### **STAFF RECOMMENDATIONS:**

**ISSUES AND OPPORTUNITIES:** The semi-annual pay period is confusing to the employees and managers in determining when overtime will be paid. The overtime payout schedule is designed to alleviate the confusion.

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

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 23, 2014  
To: Members of Commissioners Court  
From: Nicki Riley, County Auditor  
Subject: Overtime Schedule for Fiscal Year 2015

Earlier this year my office presented the Court with an option to convert payroll from a semi-monthly pay period to a bi-weekly pay period. While this option was not approved, it was always our intent to simplify payroll, making it easier to understand, especially for the non-exempt employees.

In an effort to accomplish this goal, while continuing with a semi-monthly payroll, an overtime payout schedule for Fiscal Year 2015 has been prepared to assist employees and their managers in determining when overtime will be paid relative to when it was worked. This schedule is attached.

This schedule will also be available on the Travis County Auditor website for future reference.

Overtime Pay Schedule Fiscal Year 2015						
Week	Dates	Pay Date		Week	Dates	Pay Date
0	October 1-4	October 31, 2014		27	April 5-11	April 30, 2015
1	October 5-11	October 31, 2014		28	April 12-15	April 30, 2015
2	October 12-15	October 31, 2014			April 16-18	May 15, 2015
	October 16-18	November 14, 2014		29	April 19-25	May 15, 2015
3	October 19-25	November 14, 2014		30	April 26-30	May 15, 2015
4	October 26-31	November 14, 2014			May 1-2	May 28, 2015
	November 1	November 26, 2014		31	May 3-9	May 28, 2015
5	November 2-8	November 26, 2014		32	May 10-15	May 28, 2015
6	November 9-15	November 26, 2014			May 16	June 15, 2015
7	November 16-22	December 15, 2014		33	May 17-23	June 15, 2015
8	November 23-29	December 15, 2014		34	May 24-30	June 15, 2015
9	November 30	December 15, 2014		35	May 31	June 15, 2015
	December 1-6	December 31, 2014			June 1-6	June 30, 2015
10	December 7-13	December 31, 2014		36	June 7-13	June 30, 2015
11	December 14-15	December 31, 2014		37	June 14-15	June 30, 2015
	December 16-20	January 15, 2015			June 16-20	July 15, 2015
12	December 21-27	January 15, 2015		38	June 21-27	July 15, 2015
13	December 28-31	January 15, 2015		39	June 28-30	July 15, 2015
	January 1-3	January 30, 2015			July 1-4	July 31, 2015
14	January 4-10	January 30, 2015		40	July 5-11	July 31, 2015
15	January 11-15	January 30, 2015		41	July 12-15	July 31, 2015
	January 16-17	February 13, 2015			July 16-18	August 14, 2015
16	January 18-24	February 13, 2015		42	July 19-25	August 14, 2015
17	January 25-31	February 13, 2015		43	July 26-31	August 14, 2015
18	February 1-7	February 27, 2015			August 1	August 31, 2015
19	February 8-14	February 27, 2015		44	August 2-8	August 31, 2015
20	February 15	February 27, 2015		45	August 9-15	August 31, 2015
	February 16-21	March 13, 2015		46	August 16-22	September 15, 2015
21	February 22-28	March 13, 2015		47	August 23-29	September 15, 2015
22	March 1-7	March 31, 2015		48	August 30-31	September 15, 2015
23	March 8-14	March 31, 2015			September 1-5	September 30, 2015
24	March 15	March 31, 2015		49	September 6-12	September 30, 2015
	March 16-21	April 15, 2015		50	September 13-15	September 30, 2015
25	March 22-28	April 15, 2015			September 16-19	October 15, 2015
26	March 29-31	April 15, 2015		51	September 20-26	October 15, 2015
	April 1-4	April 30, 2015		52	September 27-30	October 15, 2015



## Travis County Commissioners Court Agenda Request

**Meeting Date:** 9/30/2014, 9:00 AM, Voting Session *JB*  
**Prepared By/Phone Number:** J. Elliott Beck, County Attorney's Office,  
854-9565  
**Elected/Appointed Official/Dept. Head:** David Escamilla, County Attorney  
**Commissioners Court Sponsor:** Judge Biscoe

### **AGENDA LANGUAGE:**

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING AGREEMENT FOR  
ASSESSMENT AND COLLECTION SERVICES BETWEEN TRAVIS COUNTY AND  
THE ROUND ROCK INDEPENDENT SCHOOL DISTRICT.

### **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:**

**J. Elliott Beck, Assistant County Attorney**



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

**Meeting Date:** September 23, 2014

**Prepared By/Phone Number:** Elizabeth Montgomery, 512-854-3124

**Elected/Appointed Official/Dept. Head:** David Escamilla, County Attorney

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

**AGENDA LANGUAGE:** Receive briefing and authorize County Attorney to enter into contract for expert study and witness for tax challenge.  
(Executive Session pursuant to Gov't Code Ann. 551.071).

**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

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



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 23, 2014  
**Prepared By/Phone Number:** David Salazar  
Office of the Travis County Judge  
512-854-9555

**Elected/Appointed Official/Dept. Head:** Samuel T. Biscoe  
Travis County Judge

**Commissioners Court Sponsor:**

### **AGENDA LANGUAGE:**

RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION ON THE CONFERENCE OF URBAN COUNTIES TECHSHARE CRIMINAL COURTS PROJECT. **(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:** 9/30/2014, 9:00 AM, Voting Session

**Prepared By/Phone Number:** J. Elliott Beck, County Attorney's Office,  
854-9565

**Elected/Appointed Official/Dept. Head:** David Escamilla, County Attorney  
**Commissioners Court Sponsor:** Judge Biscoe

### **AGENDA LANGUAGE:**

Receive Briefing and Consultation with the County Attorney in Travis County, et al v. Lawrence R. Trahan (Bradley T. Tolocko Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

### **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:**

J. Elliott Beck, Assistant County Attorney



## Travis County Commissioners Court Agenda Request

**Meeting Date:** 9/30/2014, 9:00 AM, Voting Session

**Prepared By/Phone Number:** J. Elliott Beck, County Attorney's Office,  
854-9565

**Elected/Appointed Official/Dept. Head:** David Escamilla, County Attorney  
**Commissioners Court Sponsor:** Judge Biscoe

### **AGENDA LANGUAGE:**

Receive Briefing and Consultation with the County Attorney in Travis County, et al v. J.W. Small (Trucha Grande Lots LLC Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

### **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:**

**J. Elliott Beck, Assistant County Attorney**



## Travis County Commissioners Court Agenda Request

**Meeting Date:** 9/30/2014, 9:00 AM, Voting Session

**Prepared By/Phone Number:** J. Elliott Beck, County Attorney's Office,  
854-9565

**Elected/Appointed Official/Dept. Head:** David Escamilla, County Attorney  
**Commissioners Court Sponsor:** Judge Biscoe

### **AGENDA LANGUAGE:**

Receive Briefing and Consultation with the County Attorney in Travis County, et al v. Terra Properties (Erick Beechum IRA, 50% Undivided Interest Equity Trust Company, Custodian FBO, Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

### **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:**

**J. Elliott Beck, Assistant County Attorney**



## Travis County Commissioners Court Agenda Request

**Meeting Date:** 9/30/2014, 9:00 AM, Voting Session

**Prepared By/Phone Number:** J. Elliott Beck, County Attorney's Office,  
854-9565

**Elected/Appointed Official/Dept. Head:** David Escamilla, County Attorney  
**Commissioners Court Sponsor:** Judge Biscoe

### **AGENDA LANGUAGE:**

Receive Briefing and Consultation with the County Attorney in Travis County, et al v. The Hollow, Inc. (Erick Beechum IRA, 50% Undivided Interest Equity Trust Company, Custodian FBO, Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

### **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:**

**J. Elliott Beck, Assistant County Attorney**



## Travis County Commissioners Court Agenda Request

**Meeting Date:** 9/30/2014, 9:00 AM, Voting Session

**Prepared By/Phone Number:** J. Elliott Beck, County Attorney's Office,  
854-9565

**Elected/Appointed Official/Dept. Head:** David Escamilla, County Attorney  
**Commissioners Court Sponsor:** Judge Biscoe

### **AGENDA LANGUAGE:**

Receive Briefing and Consultation with the County Attorney in Travis County, et al v. TEXAS 12405, LLC (Rebecca Ruth Campos, Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

### **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:**

J. Elliott Beck, Assistant County Attorney



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 30, 2014

**Prepared By/Phone Number:** Tim Labadie 854.5864

**Elected/Appointed Official/Dept. Head:** David Escamilla, County Attorney

**Commissioners Court Sponsor:** Judge Sam Biscoe

### **AGENDA LANGUAGE:**

Receive briefing from County Attorney and give direction concerning whether to file suit against Susanne Gattilia to recover damages to a County-owned guardrail and take appropriate action; Executive Session also, pursuant to Tex. Gov't Code § 551.071(1)(A).

**BACKGROUND/SUMMARY OF REQUEST & ATTACHMENTS:** N/A

**STAFF RECOMMENDATIONS:** N/A

**ISSUES AND OPPORTUNITIES:** N/A

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

**REQUIRED AUTHORIZATIONS:**

Steve Manilla 854.9383



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 30, 2014

**Prepared By/Phone Number:** Tim Labadie 854.5864

**Elected/Appointed Official/Dept. Head:** David Escamilla, County Attorney

**Commissioners Court Sponsor:** Judge Sam Biscoe

### **AGENDA LANGUAGE:**

Receive briefing from County Attorney and give direction concerning whether to file suit against Roxanne Habbit to recover damages to a County-owned guardrail and take appropriate action; Executive Session also, pursuant to Tex. Gov't Code § 551.071(1)(A).

**BACKGROUND/SUMMARY OF REQUEST & ATTACHMENTS:** N/A

**STAFF RECOMMENDATIONS:** N/A

**ISSUES AND OPPORTUNITIES:** N/A

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

**REQUIRED AUTHORIZATIONS:**

Steve Manilla 854.9383



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 30, 2014

**Prepared By/Phone Number:** Tim Labadie 854.5864

**Elected/Appointed Official/Dept. Head:** David Escamilla, County Attorney

**Commissioners Court Sponsor:** Judge Sam Biscoe

### **AGENDA LANGUAGE:**

Receive briefing from County Attorney and give direction concerning whether to file suit against Krystal Weaver to recover damages to a County-owned guardrail and take appropriate action; Executive Session also, pursuant to Tex. Gov't Code § 551.071(1)(A).

**BACKGROUND/SUMMARY OF REQUEST & ATTACHMENTS:** N/A

**STAFF RECOMMENDATIONS:** N/A

**ISSUES AND OPPORTUNITIES:** N/A

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

**REQUIRED AUTHORIZATIONS:**

Steve Manilla 854.9383



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 30, 2014, Executive Session

**Prepared By/Phone Number:** Ken Gaede, 854-9894

**Dept. Head:** Roger A. El Khoury, M.S., P.E., Director, FMD, 854-4579

**County Executive:** Leroy Nellis, Acting County Executive, PBO, 854-9106

**Sponsoring Court Members:** County Judge Samuel T. Biscoe

### AGENDA LANGUAGE:

Consider and take appropriate action regarding an Encroachment Agreement with City of Austin for the New Ronald Earle Building located at 416 W. 11<sup>th</sup> Street. (Exec Session Gov't Code Ann 551.071 & 555.072).

### BACKGROUND/SUMMARY OF REQUEST:

To be discussed with Commissioners Court during Executive Session.

### STAFF RECOMMENDATIONS:

To be discussed.

### ISSUES AND OPPORTUNITIES:

To be discussed.

### FISCAL IMPACT AND SOURCE OF FUNDING:

To be discussed.

### REQUIRED AUTHORIZATIONS:

Tom Nuckols, Division Director, County Attorney's Office, 854-9262



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

TRAVIS COUNTY HOUSING FINANCE CORPORATION  
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION  
CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION  
TRAVIS COUNTY DEVELOPMENT AUTHORITY  
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION

**Meeting Date:** September 30, 2014

**Prepared By/Phone Number:** Andrea Shields, Manager/854-9116

**Elected/Appointed Official/Dept. Head:** Leroy Nellis, Acting County Executive, Planning and Budget/854-9106

**Commissioners Court Sponsor:** Samuel T. Biscoe, President

### **AGENDA LANGUAGE:**

Consider and take appropriate action to approve minutes of Board of Directors meetings of September 16 and 23, 2014.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**  
Backup not required.

**STAFF RECOMMENDATIONS:** Staff recommends approval.

**ISSUES AND OPPORTUNITIES:** None.

**FISCAL IMPACT AND SOURCE OF FUNDING:** None.

**REQUIRED AUTHORIZATIONS:** Andrea Shields, Manager/854-9116;  
Leroy Nellis, Acting County Executive, Planning and Budget/854-9106

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

**MINUTES OF THE MEETING  
OF THE BOARD OF DIRECTORS OF  
TRAVIS COUNTY HOUSING FINANCE CORPORATION  
HELD ON TUESDAY, SEPTEMBER 16, 2014**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, September 16, 2014, at 1:40 p.m. at Travis County Commissioners' Court Room, 700 Lavaca, Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Bruce Todd, Vice President; Gerald Daugherty, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary. Samuel T. Biscoe, President, was absent.

1. Consider and take appropriate action to approve minutes of Board of Directors meeting of September 9, 2014.

**The Board heard from:** Andrea Shields, Manager

**Motion:** Director Davis moved approval

Director Todd seconded

<b>Motion carried:</b>	Director Biscoe	absent
	Director Todd	yes
	Director Daugherty	yes
	Director Gomez	yes
	Director Davis	yes

**Staff Note:** N/A

2. Consider and take appropriate action to approve issuance of bonds to finance the acquisition and construction of William Cannon Place Apartments.

**The Board heard from:** Cliff Blount, Issuer Counsel

**Motion:** No action taken

**Staff Note:** N/A

**ADJOURN**

The meeting was adjourned at 1:55 p.m.

---

Margaret Gomez, Secretary

**MINUTES OF THE MEETING  
OF THE BOARD OF DIRECTORS OF  
TRAVIS COUNTY HOUSING FINANCE CORPORATION  
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION  
CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION  
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE  
CORPORATION  
TRAVIS COUNTY DEVELOPMENT AUTHORITY  
CAPITAL HEALTH FACILITIES DEVELOPMENT CORPORATION  
HELD ON TUESDAY, SEPTEMBER 23, 2014**

A regular meeting of the TRAVIS COUNTY CORPORATIONS Board of Directors was held on Tuesday, September 23, 2014, at 1:40 p.m. at Travis County Commissioners' Court Room, 700 Lavaca, Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Bruce Todd, Vice President; Gerald Daugherty, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

1. Consider and take appropriate action to approve Travis County Corporations' budgets for Fiscal Year 2015.

**The Board heard from:** Andrea Shields, Manager

**Motion:** Director Biscoe moved approval

Director Davis seconded

<b>Motion carried:</b>	Director Biscoe	yes
	Director Todd	yes
	Director Daugherty	yes
	Director Gomez	yes
	Director Davis	yes

**Staff Note:** N/A

2. Consider and take appropriate action to approve contract for Travis County to perform administrative, accounting and clerical services for the Travis County Corporations from October 1, 2014 to September 30, 2015.

**The Board heard from:** Andrea Shields, Manager

**Motion:** Director Biscoe moved approval

Director Todd seconded

<b>Motion carried:</b>	Director Biscoe	yes
	Director Todd	yes
	Director Daugherty	yes
	Director Gomez	yes
	Director Davis	yes

**Staff Note:** N/A

3. Consider and take appropriate action to approve contract extension with the Corporations' current outside financial services provider through December 31, 2014.

**The Board heard from:** Andrea Shields, Manager

**Motion:** Director Biscoe moved approval

Director Todd seconded

**Motion carried:**

Director Biscoe	yes
Director Todd	yes
Director Daugherty	yes
Director Gomez	yes
Director Davis	yes

**Staff Note:** N/A

## **ADJOURN**

The meeting was adjourned at 1:48 p.m.

---

Margaret Gomez, Secretary

**MINUTES OF THE MEETING  
OF THE BOARD OF DIRECTORS OF  
TRAVIS COUNTY DEVELOPMENT AUTHORITY  
HELD ON TUESDAY, SEPTEMBER 23, 2014**

A regular meeting of the TRAVIS COUNTY DEVELOPMENT AUTHORITY Board of Directors was held on Tuesday, September 23, 2014, at 1:48 p.m. at Travis County Commissioners' Court Room, 700 Lavaca, Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Bruce Todd, Vice President; Gerald Daugherty, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

1. Consider and take appropriate action on request to approve a contract between Travis County and the Travis County Development Authority for project management services related to the North Campus project.

**The Board heard from:** Andrea Shields, Manager, Karen Thigpen, Assistant Manager, Roger El-Khoury, Director of Facilities Management

**Motion:** Director Biscoe moved approval

Director Davis seconded

<b>Motion carried:</b>	Director Biscoe	yes
	Director Todd	yes
	Director Daugherty	yes
	Director Gomez	yes
	Director Davis	yes

**Staff Note:** N/A

**ADJOURN**

The meeting was adjourned at 1:58 p.m.

---

Margaret Gomez, Secretary