



7-23-09 at 3:53pm

TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

2

Approved by: _____

Cyd V. Grimes 7/20/09

Voting Session: Tuesday, July 28, 2009

REQUESTED ACTION: CONSIDER AND TAKE APPROPRIATE ACTION ON CONTRACT MODIFICATION NO. FIVE TO CONTRACT NO. PS050216MB, PROFESSIONAL CONSULTING SERVICES FOR TRAVIS COUNTY CORRECTIONAL COMPLEX DESIGN-BUILD PROJECT, WITH HOK (FM).

Points of Contact:

Purchasing: Marvin Brice

Department: FACILITIES MANAGEMENT Roger El Khoury, P.E., Director; Ken Gaede, AIA, Project Manager.

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro And Jose Palacios

Other: SHERIFF'S OFFICE: Greg Hamilton; Mark Stefanov, P.E.
Alicia Perez, Executive Manager, Administrative Operations

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.
- This Modification No. five will change the Total Professional Services Agreement Sum from an NTE amount of \$1,205,645.28 to an NTE amount of \$1,250,871.28, an increase of \$45,226.00, and extends the Phase 6 Design-Build Consultation services to September 30, 2009.
- The Court approved subject Contract on May 3, 2005. The contract calls for the Consultant (HOK), to assist the County with the procurement and administration of Design-Build Services in connection with the TCCC Design-Build Additions and Alterations project. During the initial negotiations of the contract, only the cost of five phases of the work were negotiated (Phase 1, Pre-Planning Research and Analysis; Phase 2, Architectural Program and Planning; Phase 3, A/E Bridging Documents Development; Phase 4, Design-Build Document Preparation and Phase 5, Design-Build Procurement Assistance). Due to funding restraints at the time of contract negotiations, a sixth phase (Design-Build Consultation) was included in the contract, but with the stipulation that the cost and scope of said service would be negotiated at a later date, and incorporated into the contract via modification as an Additional Service.

Not Updated 2007-09-13-5307

- On May 8, 2007, the Court approved Modification No. Two, which incorporated the Phase 6 Design-Build Consultation services, in the amount of \$392,580.00, into the contract. Due to subsequent time extensions of the TCCC Design-Build Additions and Alterations Contract, we have also had to increase the amount of and extend the time for the Phase 6 Design-Build Consultation services under this contract.
- Modification No. Three, which was approved by the Court on December 30, 2008, increased the contract amount for extended Phase Six Design-Build Consultation services by \$113,065.28.
- Modification No. Four also extended the Phase 6 Design-Build Consultation services for an additional 91 days, but at no additional cost. Modification No. Five will extend these services from July 1, 2009 to September 30, 2009, at a cost of \$45,226.00
- Facilities Management is recommending, and Purchasing concurs with approval of this modification, which will enable the Consultant (HOK) to remain on the project providing full time on-site representation, through construction completion, and project close-out.
- **Contract Expenditures:** To date, \$1,092,580.00 has been spent against this contract.

Contract-Related Information:

Award Amount: \$700,000.00 (Not-to-Exceed)
 Contract Type: Construction Consultation
 Contract Period: 270 Days after NTP issuance

➤ **Contract Modification Information:**

Modification Amount: \$45,226.00 (Firm Amount) (Add'l. comments)
 Modification Type: Bilateral
 Modification Period: Through project completion and closeout.

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: 455100
- Funding Account(s): 510-9711-804-8105
- Comments:

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified ____ Not Verified ____ by Auditor.

MODIFICATION OF CONTRACT NUMBER: PS050216MB, Consulting Services, TCCC Design Build PAGE 1 OF 1 PAGES

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: MARVIN BRICE TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: July 9, 2009
ISSUED TO: Hellmuth Obata & Kassabaum, LP 2711 N. Haskell Suite 2250 Dallas, TX 75204	MODIFICATION NO.: FIVE	EXECUTED DATE OF ORIGINAL CONTRACT: May 3, 2005

ORIGINAL CONTRACT TERM DATES: May 3, 2005, thru 270 days after NTP CURRENT CONTRACT TERM DATES: May 3, 2005 to September 30, 2009

FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: NTE \$700,000.00 Current Modified Amount NTE \$1,250,871.28

DESCRIPTION OF CHANGES: The above referenced contract is modified to incorporate the following changes:

A. The Total Contract amount is changed from an NTE amount of \$1,205,645.28 (as amended by Modification No. Three, dated December 11, 2008) to an NTE amount of \$1,250,871.28, an increase of \$45,226.00.

B. The contract performance period is extended to September 30, 2009. The level of services to be provided remains unchanged

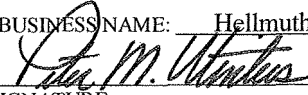
C. As a result of the time extension, the Phase VI Services of "Construction Phase Monitoring" and "Full-Time Representative" (as incorporated by Modification No. Two, dated April 26, 2007), are amended as follows:

Construction Phase Monitoring	From: \$147,238.60	To: \$154331.26,	Increase of \$7,092.66
Full-Time On Site Representation	From \$305,066.68	To: \$343,200.02,	Increase of \$38,133.34
TOTAL INCREASE			\$45,226.00

D. Reference Exhibit 1, Compensation for Professional Services and Schedule of Payments, Section 5 – Total Agreement Sum, paragraph 5.1. This paragraph is hereby changed to read as follows:
5.1 The Total Professional Services Agreement Sum, consisting of the Basic Services of \$695,000.00, the Not-to-Exceed Reimbursable Expenses (as listed in paragraph 4.1 above) of \$5,000.00, and the Additional Services of Design-Build Phase Consultation (as incorporated per modification No. 2) of \$550,871.28, shall not exceed \$1,250,871.28.

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:
[XX] 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>Hellmuth, Obata & Kassabaum, L.P.</u>	<input type="checkbox"/> DBA
BY: <u></u>	<input type="checkbox"/> CORPORATION
SIGNATURE	<input type="checkbox"/> OTHER
BY: <u>Peter Winters</u>	DATE:
PRINT NAME	
TITLE: <u>Senior Vice President</u>	
ITS DULY AUTHORIZED AGENT	

TRAVIS COUNTY, TEXAS	DATE:
BY: <u></u>	<u>7/20/09</u>
CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	

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



June 26, 2009

Mr. Ken Gaede
Senior Project Manager
Travis County Facilities Management
1010 Lavaca Street
P.O. Box 1748
Austin, Texas 78767

Re: Travis County Correctional Complex
Design Build Project

Dear Ken,,

We are pleased to present this proposal for Additional Phase Six "Design-Build Phase Consultation" consulting services. In our current agreement, we extended our services until July, 2009. In accordance with Construction Change Order Number 5, your contract with FaulknerUSA has been extended until August 24. We are extending our original contract thru September, 2009. The total additional fee for this work will be: \$45,226.00

Construction Phase Monitoring:

HOK's Project Manager will attend one by-weekly project review meeting per month and be available for on-going consultation for August and September as required. This rate is based on \$3,546.33 per month currently invoiced for these services.

Cost: \$7,092.66

Full-Time on Site Representation:

HOK will continue to provide CE Hunter full time at the Correction Center for August and September. His rate is based on the current \$19,066.67 invoiced monthly.

Cost: \$38,133.34

Sincerely,

A handwritten signature in black ink that reads "Linda Bernauer". The signature is written in a cursive, flowing style.

Linda Bernauer, AIA, LEED AP
Project Manager

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: TCCC-05-05C-4N

FILE: 801, DB Contract

TO: Cyd V. Grimes, CPM, Purchasing Agent

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

FROM: Ken Gaede, AIA, Senior Project Manager

DATE: July 7, 2009

SUBJECT: TCCC – Additions and Alterations
HOK, LP - Contract No. PS050216MB
Auditor's Project No. KDV003
Contract Modification No. 05

Roger El Khoury
KG

RECEIVED
TRAVIS COUNTY
2009 JUL - 8 PM 2:48
PURCHASING
OFFICE

Facilities Management Department would like to request that Purchasing issue Contract Modification Number 05 to Travis County's Design-Build Consultant, HOK, to extend the time frame required for them to provide their Design-Build Phase consulting services from July 1, 2009 through September 30, 2009. The level of services being provided by HOK for the Travis County Correctional Complex (TCCC) Additions and Alterations Project will not change, only the time of service is being extended.

This Contract Modification will increase the contract sum by \$45,226.00 from \$1,205,645.28 to \$1,250,871.28 and extends the time period for Design-Build Phase consulting services through September 2009. Facilities Management Department (FMD) has reviewed and negotiated the cost for this Contract Modification and has determined that the cost is fair and reasonable.

Funds for this Contract Modification are in account 510-9711-804-8105 and are encumbered under the requisition number 475100. 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 approval. If approved, please issue a fully executed Contract Modification Number 05 to HOK. Please call Ken Gaede at extension 45311 if you have any questions.

ATTACHMENTS:

1. Proposal from HOK, dated June 26, 2009

COPY TO:

Alicia Perez, Executive Manager, Administrative Operations
Amy Draper, CPA, Financial Manager, FMD
Marvin Brice, Assistant Purchasing Agent, Purchasing Office



TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11th, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

3

Approved by: _____

Cyd V. Grimes 7/20/09

Voting Session: Tuesday, July 28, 2009

REQUESTED ACTION: APPROVE MODIFICATION NO. 4 TO CONTRACT NO. 06T00061OJ, LIFE INSURANCE CO. OF NORTH AMERICA, FOR THE PROVISION OF VOLUNTARY ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) COVERAGE FOR TRAVIS COUNTY EMPLOYEES. (HRMD)

Points of Contact:

Purchasing: Oralia Jones, 854-4204

Department: HRMD Dan Mansour, 854-9499, Cindy Purinton, 854-9626, Linda Moore-Smith, HRMD Director, Alicia Perez, Executive Manager, 854-9342

County Attorney (when applicable): Barbara Wilson, 854-9567

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other

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

The contract provides for the provision of an optional 100% Voluntary AD&D Coverage for Travis County employees. The Voluntary AD&D coverage is in addition to the basic life and AD&D coverage paid by Travis County. The product is completely optional and fully paid by the employees. The Commissioners Court approved the contract award on November 1, 2005.

The modification will extend the Voluntary AD&D Coverage, with Life Insurance Co. of North America, for an additional twelve (12) months, through September 30, 2010. The Commissioners Court approved the rates, which remain unchanged, and the services being provided by Life Insurance Co. of North America, on May 12, 2009.

Modification No. 3 was previously issued to extend the contract period for an additional twelve (12) months, through September 30, 2009. It was approved by the Commissioners Court on September 30, 2008.

Modification No. 2 was previously issued to extend the contract period for an additional twelve (12) months, through September 30, 2008. It was approved by the Commissioners Court on July 31, 2007.

Modification No. 1 was previously issued to extend the contract period for an additional twelve (12) months, through September 30, 2007. It was approved by the Commissioners Court on September 5, 2006.

There are no County funds expended on this contract. Funds are 100% paid by the County employees.

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

Not applicable

➤ **Contract-Related Information:**

Award Amount: N/A

Contract Type: Annual Contract

Contract Period: October 1, 2009 through September 30, 2010

➤ **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s):

Comments: No County funds. This is 100% paid by County employees.

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified _____ Not Verified _____ by Auditor.

Travis County Commissioners Court Agenda Request

Voting Session May 12, 2009 Work Session _____
(Date)

A. Request made by Alicia Perez, Executive Manager . Phone 854-9343
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text

Consider and take appropriate action on Group Benefits Health Plan FY2010 rates and issues.

- A. Approve no rate increase to active employees health care premiums for FY10.
- B. Life and Disability
 - B1 Approve continuing supplemental life, AD&D. and Short Term Disability coverages with no rate increase for FY10.
 - B2 Approve Basic Life rate increase from .106 to .135 for FY10.
 - B3 Approve Long Term Disability rate increase form .56 to .60 for FY10.
 - B4 Approve release of Long Term Care RFP
- C. Approve option to renew all three dental plans with no increase for FY10
- D. Approve release of employee/retiree communication prior to employee hearing and open enrollment.
- E. Approve 7/20/09 through 8/21/09 as the dates for FY10 open enrollment.
- F. Encourage employees to complete UHC online health assessment.

C. Approved by: _____
Signature of Commissioner(s) or County Judge

- I. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies of agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

II. Required Authorizations: Please check if applicable:

- Planning and Budget Office (854-9106)
- Human Resources Department (854-9165)
- Purchasing Office (854-9700)
- County Attorney's Office (854-9415)
- County Auditors Office (854-9125)

ISSUED BY: Last Updated: 7/13/09 11:53pm
 314 W. 11TH ST., RM 400
 AUSTIN, TX 78701

PURCHASING AGENT ASST: **Oralia Jones**
 TEL NO: (512) 854-9700
 FAX NO: (512) 854-9185

DATE PREPARED:
July 13, 2009

ISSUED TO:
 Life Insurance Co. of North America
 Attn: Joseph A. Alizio
 1601 Chestnut Street
 Philadelphia, PA 19192-2235

MODIFICATION NO.:
4

EXECUTED DATE OF ORIGINAL
 CONTRACT:
 November 1, 2005

ORIGINAL CONTRACT TERM DATES: **October 1, 2005 – September 30, 2007**

CURRENT CONTRACT TERM DATES: **October 1, 2009 – September 30, 2010**

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$ N/A Current Modified Amount \$ N/A

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 amendment number four to Agreement With Life Insurance Company of America for Voluntary Accidental Death or Dismemberment Coverage is made by the following parties:
 Life Insurance Company of America, a Pennsylvania corporation (“Company”) and Travis County, Texas (“County”).

RECITALS

County and Company entered into a contract for Voluntary Accidental Death or Dismemberment Coverage for county employees that began October 1, 2005.

Section 2.02 Term of Agreement of the Agreement With Life Insurance Company of America for Voluntary Accidental Death or Dismemberment Coverage grants County the option to extend this agreement for two additional one year periods, with all terms and conditions remaining unchanged except the Agreement Period. County and Company agreed to increase the options to extend to a total of five additional one year periods.

AGREEMENT

1.0 EXERCISE OF OPTION

1.1 Pursuant to Section 2.02 Term of Agreement of the Agreement With Life Insurance Company of America for Voluntary Accidental Death or Dismemberment Coverage as amended, County exercises its fourth option to extend this agreement for the one year period from October 1, 2009 through October 1, 2010.

Note to Vendor:

[XX] 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.

LIFE INSURANCE CO. OF NORTH AMERICA

- DBA
- CORPORATION
- OTHER

BY: *David T. Evans*
 SIGNATURE

DATE:
7/14/2009

TITLE: Regional Sales Manager
 ITS DULY AUTHORIZED AGENT

TRAVIS COUNTY, TEXAS

DATE:

BY: *Cyd V. Grimes*
 CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT

7/22/09

TRAVIS COUNTY, TEXAS

DATE:

BY: _____
 SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

2.0 RATES

2.1 The rates for the fourth and fifth option periods are as follows:

TYPE OF COVERAGE	RATE APPLICATION	FOURTH AND FIFTH OPTION YEARS
Employee Only	Per \$1,000 of Coverage	\$.025
Family (Employee, Spouse, Children)	Per \$1,000 of Coverage	\$.042

4.0 INCORPORATION OF CONTRACT

4.1 County and Company incorporate this amendment into the Agreement with Life Insurance Company of America for Voluntary Accidental Death or Dismemberment Coverage. County and Company ratify all of the terms and conditions of the Agreement.

5.0 EFFECTIVE DATE

5.1 The changes in this amendment are effective October 1, 2009.



7-23-09 at 3:53pm

TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

4

Approved by: _____

Cyd V. Grimes 7/20/09

Voting Session: Tuesday, July 28, 2009

REQUESTED ACTION: APPROVE ISSUANCE OF JOB ORDER NO. 50, MINOR CONSTRUCTION AND RENOVATION SERVICES, CONTRACT 07K00307RV, ARCHITECTURAL HABITAT OF AUSTIN, INC. (FM)

Points of Contact:

Purchasing: Richard Villareal

Department: Facilities Management, Roger A. El Khoury, M.S., P.E., Director;
Carolyn O' Hara, AIA, Project Manager

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other: Administrative Operations, Alicia Perez, Executive Manager

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

Facilities Management requests approval for issuance of Job Order No. 50 to Architectural Habitat of Austin, Inc. This job order is issued to provide minor construction and renovation services for the interior remodel of the Precinct Two Office Building first floor for the Community Supervision & Corrections Department (CSCD).

Renovation will include demolition of drywall and framing, millwork, painting, floor demolition, carpet installation, doors, signage, HVAC system installation, plumbing, electrical and fire alarm/sprinkler system installation, among other services. Upon approval, Job Order No. 50 will be issued at the total negotiated cost of \$334,710.86.

- **Contract Expenditures:** Within the last 12 months \$1,152,868.75 has been spent against this contract.

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Vendor is a HUB

% HUB Subcontractor: N/A

➤ Special Contract Considerations:

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

➤ Funding Information:

- Purchase Requisition in H.T.E.: (Req. No. 475629)
- Funding Account(s): 513-1405-801-8105
- Comments:

➤ Statutory Verification of Funding:

Contract Verification Form: Funds Verified _____ Not Verified _____ by Auditor.



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: PCT2-12-06R-2R

FILE: 703

TO: Cyd Grimes, CPM, Purchasing Agent

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

FROM: Carolyn O'Hara, AIA, LEED AP, Project Manager *CO*

DATE: July 9, 2009

SUBJECT: Precinct Two Office Building 1st Floor CSCD Remodel
Job Order Contract Request #50
07K00307RV

Facilities Management Department recommends issuance of a purchase order under the Minor Construction and Renovation Contract, in the amount of \$334,710.86, to Architectural Habitat for the interior remodel of part of the Precinct Two Office Building. The project is for CSCD, in Phase 2. The proposal from Architectural Habitat has been reviewed and is fair and reasonable. The performance period will be 130 days for Phase 2.

In accordance with the procedure to secure the approval of this Job Order Contract this request is being forwarded along with the supporting documents for Commissioners Court approval on July 21, 2009. If approved, please issue this Job Order Contract to Architectural Habitat. Please call Carolyn O'Hara at 44825 if you have any questions.

ATTACHMENT:

- 1) Proposal from Architectural Habitat
- 2) HTE requisition printout

COPY TO:

Alicia Perez, Executive Manager, Administrative Operations
Amy Draper, CPA, Financial Manager, FMD
Richard Villareal, Purchasing Agent Assistant IV
Ben Noack, Sr. Architectural Associate, FMD

RECEIVED
TRAVIS COUNTY
2009 JUL -9 PM 4:43
PURCHASING
OFFICE

PHASE 2

ITEM	COST	
SUPERVISION	\$	22,000.00
DUMPSTERS	\$	2,400.00
PERMIT	\$	1,500.00
FINAL CLEAN	\$	1,000.00
LABOR	\$	1,800.00
ROOFING	\$	700.00
SAWCUT FLOOR @ AC	\$	1,200.00
SAWCUTTING PLUMB	IN PLUMB	
CONC @PLUMB	IN PLUMB	
✓ MILLWORK	\$	15,570.00 ✓
GLASS/GLAZE	\$	1,200.00 ✓
DRS/FRAMES/HARDWARE	\$	4,781.00 ✓
✓ DRYWALL/ACOU	\$	38,251.00 ✓
WALL REPAIR AT AC	IN DRYWALL	
CLG REPAIRS PHASE3	NONE	
✓ PAINT	\$	13,486.00 ✓
FLOOR DEMO	\$	1,757.00 ✓
CERAMIC TILE	\$	8,800.00 ✓
VCT	\$	3,229.00 ✓
SEALED CONC	NONE	
CARPET	\$	3,444.00 ✓
BASE	\$	1,326.00 ✓
TOILET ACC	NONE	
FIRE EXT	\$	90.00 ✓
INSTALL	\$	50.00 ✓
FIRE EXT/CAB	\$	300.00 ✓
INSTALL	\$	50.00 ✓
SIGNAGE	\$	1,466.00 ✓
BLINDS	\$	231.00 ✓
✓ PLUMB	\$	17,381.00 ✓
FIRE SPRINKLER	\$	6,180.00 ✓
✓ HVAC	\$	100,500.00 ✓
FIRE DETECTION	\$	7,385.00 ✓
✓ ELECTRICAL	\$	39,343.00 ✓

7.45%
 (Circled area around Labor, Roofing, Sawcut Floor @ AC, Sawcutting Plumb, and Conc @ Plumb items)

////////////////////////////////////

COST	\$	295,420.00	→ 10% ✓
O/P	\$	29,542.00	
COST	\$	324,962.00	→ 3% ✓
BOND	\$	9,748.86	
TOTAL	\$	334,710.86	

Last Updated 7-23-09 at 3:53pm

PURCHASE REQUISITION NBR: 0000475629

REQUISITION BY: AMY DRAPER 854-9040

STATUS: AUDITOR APPROVAL

REASON: NEW PO - PCT 2, 1ST FLOOR PHASE 2 ATTN: VILLAREAL

DATE: 7/09/09

SHIP TO LOCATION: FACILITIES MANAGEMENT

SUGGESTED VENDOR: 71322 ARCHITECTURAL HABITAT OF AUSTI

DELIVER BY DATE: 12/31/09

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	MINOR CONSTRUCTION OF PRECINCT 2 OFFICE BUILDING, 1ST FLOOR REMODEL, PHASE 2 PER PROPOSAL DATED 3/26/09 POC: CAROLYN O'HARA 854-4285 COMMODITY: BUILDING CONSTRUCT SVCS SUBCOMMOD: GEN BUILDING CONSTRUCTION	317975.32	DOL	1.0000	317975.32	
2	RETAINAGE - PCT 2, 1ST FLOOR PHASE 2 COMMODITY: BUILDING CONSTRUCT SVCS SUBCOMMOD: RETAINAGE BLDG CONSTRUCT	16735.54	DOL	1.0000	16735.54	
REQUISITION TOTAL:					334710.86	

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	51314058018105 CAPITAL OUTLAY BUILDINGS	KP2002 PCT 2 BLDG PURCHASE	100.00	317975.32
2	51314058018105 CAPITAL OUTLAY BUILDINGS	KP2002 PCT 2 BLDG PURCHASE	100.00	16735.54
				334710.86

REQUISITION IS IN THE CURRENT FISCAL YEAR.



7-23-09 at 3:53pm

TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

5

Approved by: _____

Cyd V. Grimes 7/20/09 MB

Voting Session: Tuesday, July 28, 2009

REQUESTED ACTION: APPROVE MODIFICATION NO. 5 TO CONTRACT NO. 05AE0140JJ, MCKINNEY FALLS PARKWAY PROJECT (PRECINCT 4), HALFF ASSOCIATES, INC. (TNR)

Points of Contact:

Purchasing: Lee Perry

Department: TNR, Joseph P. Gieselman, Executive Manager
Chiddi N'jie, Project Manager

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro And Jose Palacios

Other:

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

TNR request the approval of modification number five (5), which will increase the not-to-exceed contract amount by \$47,315.00 from \$728,523.24 to 775,838.24. Court approval is requested as the contract modifications for this contract now exceeds the 25% threshold.

This modification will add the integration of the City of Austin's 48-inch water main into the design plan. The City of Austin and Travis County have approved an Interlocal Agreement to facilitate the completion of the project and the City of Austin has agreed to compensate the County for the work performed.

- Modification number four (4) increased the not-to-exceed contract amount by \$191,017.91 from \$537,505.33 to \$728,523.24. This modification added the development of Thraxton Road culvert design.
- Modification number three (3) increased the not-to-exceed contract amount by \$8,000.00 from \$529,505.33 to \$537,505.33. This modification allowed for additional surveying services and included five more sketches and eleven more perimeter descriptions to the existing project.

- **Modification number two (2)** increased the not-to-exceed contract amount by \$147,066.75 from \$382,438.58 to \$529,505.33. This modification allowed for two sets of construction documents to be prepared. One with two lanes of traffic, and one with 4 lanes of traffic.
- Modification number one (1) increased the not-to-exceed contract amount by \$21,593.83 from \$360,844.75 to \$382,438.58. This modification was for additional existing services.
- **Contract Expenditures:** Within the last 12 months \$9,476.82 has been spent against this contract.

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$360,844.75 (Not-to-Exceed)
Contract Type: (Professional Services Agreement)
Contract Period: December 22, 2004 - Through Completion

➤ **Contract Modification Information:**

Modification Amount: \$47,315.00 (Firm Amount) (Add'l. comments)
Modification Type: Not-to-Exceed
Modification Period: Through Completion

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A Responses Received: N/A
HUB Information: Not Applicable % HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

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

Funding Information:

- Purchase Requisition in H.T.E.: 474606
 Funding Account(s): 475-4993-750-6099
 Comments: PO No. 372760

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified _____ Not Verified _____ by Auditor.

MODIFICATION OF CONTRACT NUMBER: 05AE0140JJ McKinney Falls Parkway PAGE 1 OF 12 PAGES

Last Updated 7-23-09 at 3:53pm

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: J. Lee Perry TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: July 9, 2009
ISSUED TO: Half Associates 1421 Wells Branch Parkway, Ste. 104 Austin, Texas 78660	MODIFICATION NO.: 5	EXECUTED DATE OF ORIGINAL CONTRACT: December 22, 2004

ORIGINAL CONTRACT TERM DATES: December 22, 2004 – Through Completion CURRENT CONTRACT TERM DATES: December 22, 2004 – Through Completion

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$360,844.75 Current Modified Amount \$775,838.24

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

- A. Reference EXHIBIT I, Section 1, "Basis for Compensation." The Not-to-Exceed (NTE) fee is changed from \$728,523.24 (as amended by Modification No. 4 dtd June 20, 2007), to \$775,838.24 an increase of \$47,315.00.
- B. The attached revised Scope of Services is made a part of the contract. This modification will add the attached scope of services (Attachment 1) for the City of Austin's 48-inch water main plan integration to the contract.
- C. Addition of this scope constitutes the following changes:

The development of the City of Austin's 48-inch water main plan integration design includes the following tasks:

TASK 1 – Project Development:	\$4,375.00
TASK 2 – Coordination and Meetings:	\$7,840.00
TASK 3 – McKinney Falls – Phase I Plan Modification:	\$8,900.00
TASK 4 - McKinney Falls – Phase II Plan Modification:	\$14,800.00
TASK 5 – Construction Administration Support:	\$10,400.00
REIMBURSABLES	\$1,000.00

ADDITIONAL SERVICES TOTAL: \$47,315.00

THE NEW NTE CONTRACT TOTAL: \$775,838.24

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: <u>Half Associates, Inc.</u>	<input type="checkbox"/> DBA
BY: <u><i>Michael A. Moya</i></u> SIGNATURE	<input checked="" type="checkbox"/> CORPORATION
BY: <u>Michael A. Moya</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>Vice President</u> ITS DULY AUTHORIZED AGENT	DATE: <u>7-10-09</u>

TRAVIS COUNTY, TEXAS	DATE:
BY: <u><i>Cyd V. Grimes</i></u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	<u>7/20/09</u>

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

ATTACHMENT "A"

PROPOSED SCOPE OF SERVICES
for
McKINNEY FALLS PARKWAY ROADWAY IMPROVEMENTS
CITY 48-INCH WATER MAIN PLAN INTEGRATION
TRAVIS COUNTY, TEXAS

PURPOSE

The purpose of this Proposed Scope of Services is to delineate the professional services that Halff Associates, Inc. (Engineer) will provide to Travis County (County) for the modification of McKinney Falls Parkway Roadway Improvement plans to incorporate a City of Austin (City) water main.

PROJECT DESCRIPTION

The McKinney Falls Parkway Roadway Improvement project limits begin at East William Cannon Road and terminate approximately 7,000 feet south on Thaxton Road. The proposed modifications to the McKinney Falls roadway plans developed by Halff Associates will include both Phase I and Phase II. It is assumed that the 48-inch water main plans prepared by KBR on behalf of the City will remain a separate document. This document will be included as part of the McKinney Falls Phase I plans as an Add Alternate. The proposed improvements will be developed under the following Tasks:

- Task 1:** Project Development
- Task 2:** Coordination & Meetings
- Task 3:** McKinney Falls – Phase I Plan Modifications
- Task 4:** McKinney Falls – Phase II Plan Modifications
- Task 5:** Construction Administration Support

Schedule: Upon receipt of a Notice to Proceed (NTP), Halff can begin and complete the plan modifications (Tasks 3 and 4) in four (4) weeks.

TASK 1: PROJECT DEVELOPMENT

This task includes the initial effort by Halff Associates, Inc. to establish the water main integration. Items include attending A/E consultant meetings, evaluation of plan integration and subsequent correspondence by phone and email, review of KBR water main plans, and support related to utility assignments.

TASK 2: COORDINATION & MEETINGS**2.1 Coordination**

This task includes the general coordination for plan integration. This is expected to entail conference calls, emails, file transfers and other miscellaneous items related to the project. This task also includes review of plans developed by KBR needed to achieve final plans. This effort is provided on an hourly budgetary basis. If more coordination is required based on requests by the City, Halff reserves the right to negotiate a supplemental agreement.

2.2 Meetings

This task includes preparing for and attending meetings related to the plan integration. Since these meetings are undetermined at this point, we have budgeted for five (5) meetings. This task includes preparation of meeting minutes. Any additional meetings that will require Halff to attend may be provided under a separate supplemental agreement to this contract.

TASK 3: MCKINNEY FALLS – PHASE I PLAN MODIFICATIONS**3.1 Plan Modification**

This task includes modifications of sealed McKinney Falls Parkway Roadway Improvements – Phase I plans to incorporate the 48-inch water main. The integration of the water main is expected to affect general front end sheets, traffic control, erosion control, and roadway/drainage plan and profiles. A breakdown of sheets to be modified with descriptions is shown under Attachment “D”. No other plan sheets are proposed to be changed but can be provided under a separate supplemental agreement.

3.2 Project Manual

This task includes modifications of McKinney Falls Parkway Roadway Improvements – Phase I project manual to accommodate the waterline bid items as a set of add alternate items with incorporation of waterline construction specification documents.

TASK 4: MCKINNEY FALLS – PHASE II PLAN MODIFICATIONS

This task includes modifications of 100% McKinney Falls Parkway Roadway Improvements – Phase II plans to incorporate the 48-inch water main. Since Phase II will be constructed at a later date, the water main will be an existing condition once construction commences. Given the size of the main and the likelihood of appurtenance modifications required due to Phase II grading, the water main must be shown in the roadway plans. The integration of the water main is expected to affect title sheet, typical sections, roadway/drainage plan and profiles, and cross sections. A breakdown of sheets to be modified with descriptions is shown under Attachment “D”. No other plan sheets are proposed to be changed but can be provided under a separate supplemental agreement.

This task assumes that the water main DGN linework will be provided to Halff by KBR in MicroStation v8 for integration into the plans. This task does not provide integration of water main as-builts. In the Phase II modifications, Halff will notate that the contractor verify waterline location and elevations based on as-builts prepared by others for the City.

TASK 5: CONSTRUCTION ADMINISTRATION

Items described under this task assume that bid and construction issues are related to the water main either directly or indirectly as they are associated to the roadway. Construction support is provided based on an hourly budgetary basis (excluding meetings identified). If more construction support is required based on issues with the City’s waterline, Halff reserves the right to negotiate a supplemental agreement.

5.1 Bid Phase

1. Attend pre-bid meeting and prepare meeting notes. This shall include all questions and responses, and must be submitted as a Microsoft Word document.
2. Engineer will provide assistance to County in responding to questions from contractors and prepare contract addenda as necessary.
3. Engineer will provide a bid tabulation and evaluation of bids received from contractors along with a written recommendation for ‘lowest responsive bidder’.

5.2 Construction Support Services

1. Attend the pre-construction meeting as well as site meetings during construction. (One consultant representative will attend up to 4 meetings at 4 hours per meeting. Preparation and follow up for each site visit is included for 2 hours per meeting).
2. Coordinate approval of shop drawing submittals with KBR.
3. Review and coordinate response to design clarifications with KBR.

PROPOSED FEE SUMMARY
 for
McKINNEY FALLS PARKWAY ROADWAY IMPROVEMENTS
CITY 48-INCH WATER MAIN PLAN INTEGRATION
TRAVIS COUNTY, TEXAS

Basic Fee

I. Task 1 – Project Development	\$4,375.00
II. Task 2 – Coordination & Meetings	
2.1 Coordination	\$4,840.00
2.2 Meetings	\$3,000.00
Subtotal Task 2	\$7,840.00
III. Task 3 – McKinney Falls – Phase I Plan Modifications	
3.1 Plan Modifications	\$7,400.00
3.2 Project Manual	\$1,500.00
Subtotal Task 3	\$8,900.00
IV. Task 4 – McKinney Falls – Phase II Plan Modifications	\$14,800.00
V. Task 5 – Construction Administration Support	
5.1 Bid Phase	\$1,000.00
5.2 Construction Support	\$9,400.00
Subtotal Task 5	\$10,400.00
<hr/>	
Basic Fee Subtotal	\$46,315.00
Reimbursables	<u>\$1,000.00</u>
GRAND TOTAL	\$47,315.00

The fees for Items I, II, III, and IV, established above, shall be considered an ‘**Hourly Not-to-Exceed Fee**’ unless otherwise noted. Our services will be billed hourly based on rates established in Attachment “C”. A labor breakdown has been provided with estimated hours in Attachment “E”. The billing schedule for invoices will be monthly and will be accompanied by a progress report. Reimbursables such as copies and printing will be included in the applicable task and will be charged out a 1.1 times the cost. Costs incurred on the project will be carefully monitored and the fees will not be exceeded without prior approval from the County and City.



ATTACHMENT "B"

ITEMS NOT INCLUDED IN PROPOSAL

1. Analyzing or simulating water supply networks
2. Design of public and franchised utility adjustments (beyond tasks identified above)
3. Public Involvement
4. Property acquisition or negotiations
5. Survey or SUE services
6. Filing fees, permit fees
7. Construction staking
8. Quality control and material testing services during construction
9. Reviewing and evaluating alternate designs proposed by contractor
10. Any Permits (City or other agency)
11. Review of Engineers certificates. The Design Professional shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the Design Professional, increase the Design Professional's risk or the availability or cost of his or her professional or general liability insurance

Any additional services required beyond those specifically identified in this proposal are beyond the scope of services to be provided under this proposal. Any required additional services will be separately identified and negotiated and such additional scope and commensurate fee will be executed/authorized under a supplemental agreement to this proposal/contract

ATTACHMENT "C"
HOURLY RATES

Principal	\$180
Project Manager	\$150
Project Engineer	\$125
Engineer-in-Training	\$90
CADD Technician	\$70
Clerical	\$60

ATTACHMENT "D"
PLAN SHEETS MODIFICATION LISTING AND DESCRIPTION

TRAVIS COUNTY - MCKINNEY FALLS PARKWAY ROAD IMPROVEMENT PROJECT

**City of Austin - 48" Water Main
 City/County Plan Modifications**

Owner: Travis County
 Engineer: Halff Associates, Inc.
 McKinney Falls Parkway Road
 Title: Improvements - Phase I

Date: May 19, 2009
 Prepared By: Halff

Comment Number	Sheet Number	Sheet Title	Plan Modification
1	1	Title Sheet	Add 'Volume 1 of 3'
2	3	Project Layout	Add callouts for 'Add Alt 3' and show extended waterline limits
3	6	Typical Sections	Show waterline and label in McKinney Falls typical sections
4	7	Traffic Control - Phase A Overall	Modify limits of construction/signage and reference waterline
5	8	Traffic Control - Phase A	Add callouts for 'Add Alt 3' and reference waterline traffic control
6	13	Traffic Control - Phase B Overall	Add callouts for 'Add Alt 3' and reference waterline traffic control
7	44	Erosion Control	Add callouts for 'Add Alt 3' and reference waterline erosion control
8	61-64	SWPPP	Modify to include waterline construction
9	70	Roadway Plan & Profile	Add callouts for 'Add Alt 3' and show extended waterline limits
10	84	Roadway Plan & Profile	Modify paving and grading to contain the open cut waterline crossing west. Very flat so grading will be difficult to drain.
11	110	Drainage Plan & Profile	Add callouts for 'Add Alt 3' and show extended waterline limits
12	117	Drainage Plan & Profile	Show waterline crossing stormline in profile with callouts
13	118	Drainage Plan & Profile	Show waterline crossing stormline in profile with callouts
14	124	Drainage Plan & Profile	Show waterline crossing stormline in profile with callouts
15	135	Drainage Plan & Profile	Show waterline crossing culvert in profile with callouts
16	136	Drainage Plan & Profile	Show waterline crossing culvert in profile with callouts
17	137	Drainage Plan & Profile	Show waterline crossing laterals in profile with callouts
18	138	Drainage Plan & Profile	Show waterline crossing laterals in profile with callouts
19	139	Detention Pond	Show waterline in driveway profile with callouts
			TOTAL SHEETS = 22



TRAVIS COUNTY - MCKINNEY FALLS PARKWAY ROAD IMPROVEMENT PROJECT

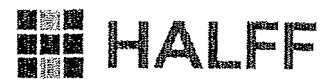
**City of Austin - 48" Water Main
 City/County Plan Modifications**

Owner: Travis County
 Engineer: Halff Associates, Inc.
 Title: McKinney Falls Parkway Road Imp
 - Phase II

Date: May 19, 2009

Prepared By: Halff

Comment Number	Sheet Number	Sheet Title	Plan Modification
1	1	Title Sheet	Modify legend for 48" Water Main
2	5	Typical Sections	Show waterline and label in McKinney Falls typical sections
3	56-68	Roadway Plan & Profiles	Add waterline as existing including caution note. Show hydrants, blow off valves, etc. Add notes and callouts for adjustments. Modify sidewalk around some of the appurtenances.
4	82-90	Drainage Plan & Profiles	Add waterline as existing including caution note. Show hydrants, blow off valves, etc. Add notes and callouts.
5	119-143	Cross Sections	Show waterline in cross sections (4 per sheet) based on KBR design elevations. Add callout for 'Exist 48" City Water Main'.
			TOTAL SHEET = 49



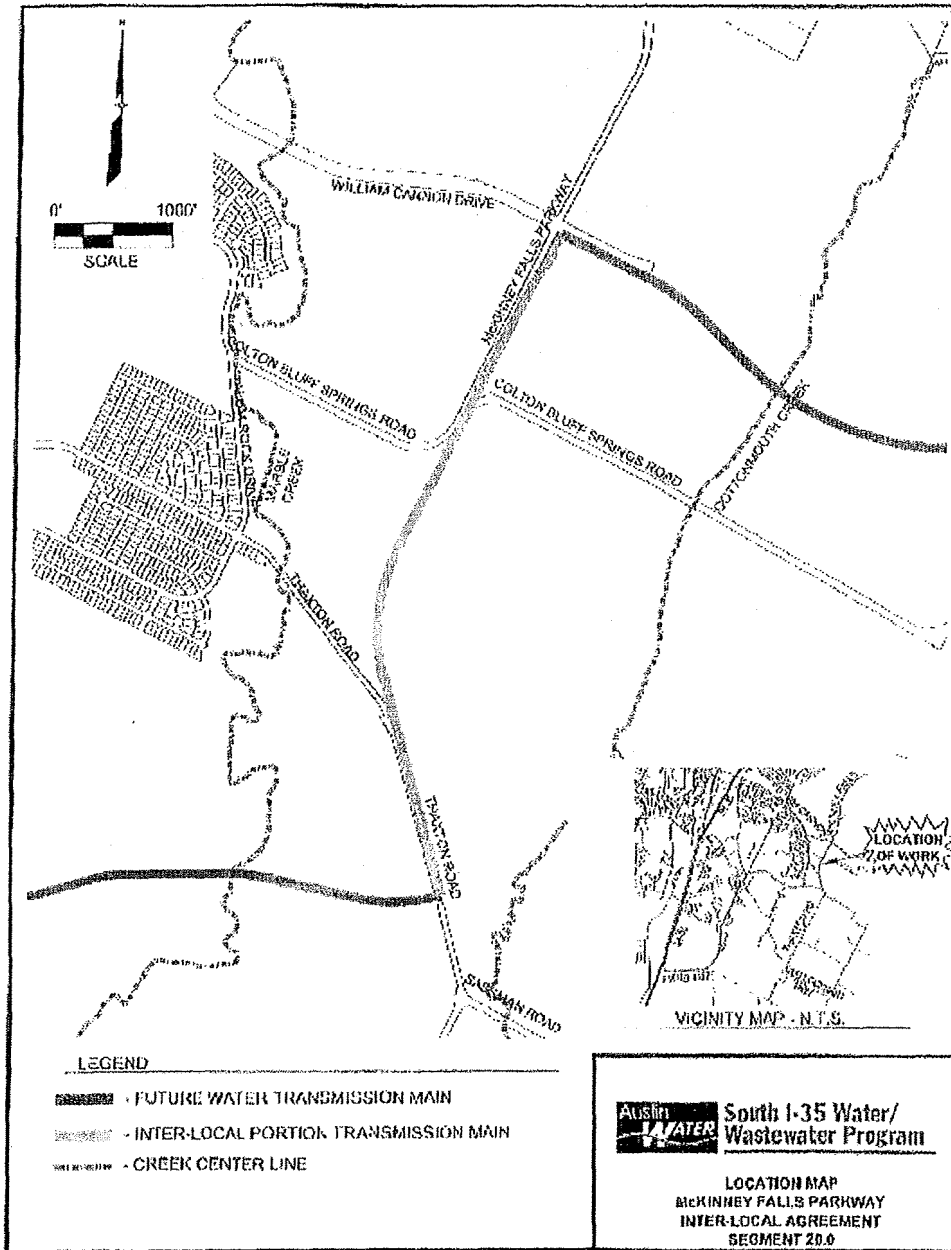
ATTACHMENT "E"

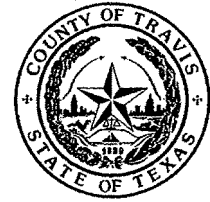
TRAVIS COUNTY - MCKINNEY FALLS PARKWAY ROAD IMPROVEMENT PROJECT

**City of Austin - 48" Water Main
 Proposal Labor Breakdown**

Description	Hourly Rates						Totals
	Principal	PM	PE	EIT	CADD	Admin	
	\$180	\$150	\$125	\$90	\$70	\$60	
Task 1 - Project Development			35				\$4,375
Task 2 - Coordination & Meetings			48	16	4	2	\$7,840
2.1 Coordination			24	16	4	2	\$4,840
2.2 Meetings			24				\$3,000
Task 3 - Phase I Plan Modifications			28	40	24	2	\$8,900
3.1 Plan Modifications			16	40	24	2	\$7,400
3.2 Project Manual			12				\$1,500
Task 4 - Phase II Plan Modifications			24	80	64	2	\$14,800
Task 5 - Construction Administration			72	8	8	2	\$10,400
5.1 Bid Phase			8				\$1,000
5.2 Construction Support			64	8	8	2	\$9,400
						Task 1-5	
						TOTAL:	\$46,315

ATTACHMENT "F"





TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building, 11th Floor
P. O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

July 9, 2009

MEMORANDUM (REVISED)

TO: Cyd Grimes, Purchasing Agent
FROM: *Joseph P. Gieselman*
Joseph P. Gieselman, Executive Manager
SUBJECT: Modification #5 – McKinney Falls Parkway Project
Contract #05AE0140JJ
PO #372760

TNR requests the approval of change order number five (5) for the above contract. This modification is to allow for the addition of a City of Austin 48" waterline to the McKinney Falls Parkway Extension Project thru an Interlocal Agreement with City of Austin. This modification will increase the above contract by \$46,315.00 from \$728,523.24 to \$774,838.24. The \$46,315.00 is encumbered under requisition number 474606 and the commodity/sub-commodity is 968/048.

If you have any questions or require additional information please contact Brunilda Cruz at extension 47679.

BC:JPG:bc

Copy: Lee Perry, Purchasing
Chiddi N'Jie, TNR
Brunilda Cruz, TNR



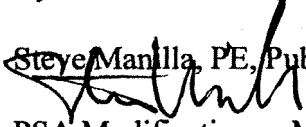
TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building, 11th Floor
P. O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

Intra-Departmental Memorandum

Date June 19, 2009

TO: Cynthia McDonalds, Financial Manager

FROM:  Steve Manilla, PE, Public Works Director

SUBJECT: PSA Modification – McKinney Falls Parkway Road Improvements
PSA# 01AE601-JJ

Per an interlocal agreement approved on June 16 2009 by the Court (copy attached), the COA has sent Travis County a check for \$50,000 (copy attached) to modify the professional agreement contract the County has with Halff Assoc. Public Works has reviewed the attached additional services fee proposal and hereby recommends approval of contract modification with Halff Assoc for the McKinney Falls Parkway Road Improvements project. This modification is for services related to; Plan set and Project manual modification to accommodate the City of Austin's proposed 48" Waterline, and to provide construction support services

This modification will increase the contract amount by \$46,315, the remaining \$3,685 is for possible additional modification.

1 2

If you have any questions or require additional information, please contact Chiddi N'Jie at ext. 47585.

Attachment: Interlocal Agreement
Copy of check

Copy: Brunilda Cruz, Financial
Steve Sun, CIP
Chiddi N'Jie, CIP

TRAVIS COUNTY
Purchase Requisition

Number Last Updated 7-23-09 at 3:53pm 0000474606
 Type : 1 PURCHASE REQUISITION
 Status : AUDITOR APPROVAL
 Reason : 53933 ROADS-CIP MOD PO #372760 CONT 05AE0140JJ
 By : BRUNILDA CRUZ 854-7679
 Date : 6/26/09
 Vendor : 54784 HALFF ASSOCIATES
 Contract nbr :
 Ship to : Z1 TNR ADMIN - 11TH FLR
 Deliver by date : 6/26/09
 Buyer :
 Fiscal year code : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

5=Display 8=Item extended description

Opt Line#	Quantity	UOM	Description	Unit Cost	Ext. Cost
1	46315.00	DOL	ADTL SVCS THRAXTON RD CO4 MOD TO ALLOW FOR THE ADDITION OF A C.O.A. 48' WATERLINE INTO THE MCKINNEY FALLS	1.0000	46315.00
Total:					46315.00

COMMENTS EXIST

F3=Exit F7=Alternate view
 F10=Approval info F12=Cancel F20=Comments

F9=Print

Dept. Making
 Change of their
 error!

Account Balance Inquiry

Account last updated 7-23-09 at 3:53pm: 475-4993-750.60-99
 Fund : 475 CONTRACTUAL CAPITAL PROJ
 Department : 49 TNR (TRANS & NATRL RESRC)
 Division : 93 INTERGOV AGREEMNTS-ROADS
 Activity basic : 75 CHARGES FOR SERVICES
 Sub activity : 0 INFRA-ENV SCVS (TRNS&RDS)
 Element : 60 OTHER PURCHASED SERVICES
 Object : 99 CONTRACTED SERVICES

Original budget : 0
 Revised budget : 7,642,491 06/24/2009
 Actual expenditures - current : 16,393.68
 Actual expenditures - ytd : 2,977,033.27
 Unposted expenditures : .00
 Encumbered amount : 4,192,599.41
 Unposted encumbrances : .00
 Pre-encumbrance amount : 258,988.13
 Total expenditures & encumbrances: 7,445,014.49 97.4%
 Unencumbered balance : 197,476.51 2.6

F5=Encumbrances F7=Project data F8=Misc inquiry
F10=Detail trans F11=Acct activity list F12=Cancel F24=More keys



TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11th, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

6

Approved by: _____

Cyd V. Grimes 7/20/09

Voting Session: Tuesday, July 28, 2009

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR EMERGENCY RESPONSE AND REMEDIATION SERVICES, IFB #B090278-LD, TO THE QUALIFIED LOW BIDDERS (EMERGENCY SERVICES):

- A. TAS ENVIRONMENTAL SERVICES, PRIMARY CONTRACTOR
- B. EAGLE CONSTRUCTION, SECONDARY CONTRACTOR

Points of Contact:

- Purchasing:** Loren Breland, 854-4854
- Department:** Emergency Services, Pete Baldwin, Charles Williams, 854-9383
- County Attorney (when applicable):** John Hille
- County Planning and Budget Office:** Leroy Nellis
- County Auditor's Office:** Susan Spataro and Jose Palacios
- Other:**

➤ **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes. This contract will provide Emergency Response and Remediation Services for hazardous materials, special waste and oil spills in the County.

Special Provisions, Paragraph 5, Method of Award allows for the award of primary and secondary contracts.

Contract Expenditures: Within the last 12 months \$10,087.01 has been spent against this requirement.

➤ **Contract-Related Information:**

- Award Amount: Estimated Quantity, As Needed Basis
- Contract Type: Term Contract
- Contract Period: July 29, 2009 – July 28, 2010

➤ **Contract Modification Information:**

Modification Amount:
Modification Type:
Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 71

Responses Received: 2

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- Purchase Requisition in H.T.E.:
- Funding Account(s): 001-4721-579-6099
- Comments: Department enters requisitions on an as needed basis.

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified _____ Not Verified _____ by Auditor.

➤ APPROVED ()

DISAPPROVED ()

BY COMMISSIONERS COURT ON:

DATE

COUNTY JUDGE

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
Hershel Lee*

*Chief Medical Examiner
Dr. David Dolinak*

*STAR Flight
Casey Ping, Program
Manager*

MEMORANDUM

To: Cyd Grimes, Purchasing Agent

From: Pete Baldwin, Emergency Management Coordinator 

Date: July 9, 2009

Subject: Hazardous Materials Disposal Contract
Solicitation B090278 – LD

I have reviewed the bids for Hazardous Materials Disposal and have determined TAS Environmental Services, LP meets the requirements of Travis County and was low bid on most of the individual items. I recommend TAS Environmental Services, LP be awarded the contract as the primary vendor and Eagles Construction Environmental Services be listed as a secondary resource.

The commodity/sub-commodity code for Emergency Response and Remediation is 962/040. The budget line item for Emergency Services is 001-4721-579-6099.

Please feel free to contact me at 974-0472 if I can be of any further assistance.

PB/pb

Cc: Charles Williams, Transportation and Natural Resources
Margaret Piper, Fire Marshal's Office
Christine Lego, Emergency Services

Bid #B090278-LD - EMERGENCY RESPONSE AND REMEDIATION SERVICES

Creation Date **Jun 2, 2009**

End Date **Jun 29, 2009 2:00:00 PM CDT**

Start Date **Jun 9, 2009 11:53:21 AM CDT**

Awarded Date **Not Yet Awarded**

B090278-LD-1-01 EMERGENCY RESPONSE AND REMEDIATION SERVICES - 1. LABOR: Incident Commander, Standard Response					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TAS Environmental Services L.P.	First Offer - \$65.00	1 / hour	\$65.00	Y	Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Eagle Construction Environmental Services	First Offer - \$65.00	1 / hour	\$65.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090278-LD-1-02 EMERGENCY RESPONSE AND REMEDIATION SERVICES - 1. LABOR: Incident Commander, Rapid Response					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TAS Environmental Services L.P.	First Offer - \$65.00	1 / hour	\$65.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Eagle Construction Environmental Services	First Offer - \$65.00	1 / hour	\$65.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090278-LD-1-03 EMERGENCY RESPONSE AND REMEDIATION SERVICES - 1. LABOR: Supervisor, Standard Response					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TAS Environmental Services L.P.	First Offer - \$50.00	1 / hour	\$50.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Eagle Construction Environmental Services	First Offer - \$65.00	1 / hour	\$65.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090278-LD-1-04 EMERGENCY RESPONSE AND REMEDIATION SERVICES - 1. LABOR: Supervisor, Rapid Response					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TAS Environmental Services L.P.	First Offer - \$50.00	1 / hour	\$50.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Eagle Construction Environmental Services	First Offer - \$65.00	1 / hour	\$65.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090278-LD-1-05 EMERGENCY RESPONSE AND REMEDIATION SERVICES - 1. LABOR: Foreman, Standard Response					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs

TAS Environmental Services L.P.	First Offer - \$40.00	1 / hour	\$40.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Eagle Construction Environmental Services	First Offer - \$55.00	1 / hour	\$55.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

B090278-LD-1-06 EMERGENCY RESPONSE AND REMEDIATION SERVICES - 1. LABOR: Foreman, Rapid Response					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TAS Environmental Services L.P.	First Offer - \$40.00	1 / hour	\$40.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Eagle Construction Environmental Services	First Offer - \$55.00	1 / hour	\$55.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

B090278-LD-1-07 EMERGENCY RESPONSE AND REMEDIATION SERVICES - 1. LABOR: Technician, Standard Response					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TAS Environmental Services L.P.	First Offer - \$35.00	1 / hour	\$35.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Eagle Construction Environmental Services	First Offer - \$45.00	1 / hour	\$45.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

B090278-LD-1-08 EMERGENCY RESPONSE AND REMEDIATION SERVICES - 1. LABOR: Technician, Rapid Response					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TAS Environmental Services L.P.	First Offer - \$35.00	1 / hour	\$35.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Eagle Construction Environmental Services	First Offer - \$45.00	1 / hour	\$45.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

B090278-LD-1-09 EMERGENCY RESPONSE AND REMEDIATION SERVICES - 1. LABOR: Safety Officer, Standard Response					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TAS Environmental Services L.P.	First Offer - \$50.00	1 / hour	\$50.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Eagle Construction Environmental Services	First Offer - \$60.00	1 / hour	\$60.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

B090278-LD-1-10 EMERGENCY RESPONSE AND REMEDIATION SERVICES - 1. LABOR: Safety Officer, Rapid Response					
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Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TAS Environmental Services L.P.	First Offer - \$50.00	1 / hour	\$50.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Eagle Construction Environmental Services	First Offer - \$60.00	1 / hour	\$60.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090278-LD-1-11 EMERGENCY RESPONSE AND REMEDIATION SERVICES - 1. LABOR: Equipment Operator, Standard Response					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TAS Environmental Services L.P.	First Offer - \$45.00	1 / hour	\$45.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Eagle Construction Environmental Services	First Offer - \$50.00	1 / hour	\$50.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090278-LD-1-12 EMERGENCY RESPONSE AND REMEDIATION SERVICES - 1. LABOR: Equipment Operator, Rapid Response					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TAS Environmental Services L.P.	First Offer - \$45.00	1 / hour	\$45.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Eagle Construction Environmental Services	First Offer - \$50.00	1 / hour	\$50.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090278-LD-2-01 EMERGENCY RESPONSE AND REMEDITATION SERVICES - 2. EQUIPMENT: Hazardous Materials Emergency Response Trailer					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TAS Environmental Services L.P.	First Offer - \$300.00	1 / day	\$300.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Eagle Construction Environmental Services	First Offer - \$350.00	1 / day	\$350.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090278-LD-2-02 EMERGENCY RESPONSE AND REMEDITATION SERVICES - 2. EQUIPMENT: Oil Spill Emergency Response Trailer					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TAS Environmental Services L.P.	First Offer - \$200.00	1 / day	\$200.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Eagle Construction Environmental Services	First Offer - \$350.00	1 / day	\$350.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090278-LD-2-03 EMERGENCY RESPONSE AND REMEDITATION SERVICES - 2. EQUIPMENT:					
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Containment Boom Emergency Response Trailer					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Eagle Construction Environmental Services	First Offer - \$75.00	1 / day	\$75.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
TAS Environmental Services L.P.	First Offer - \$125.00	1 / day	\$125.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090278-LD-2-04 EMERGENCY RESPONSE AND REMEDITATION SERVICES - 2. EQUIPMENT: Super Sucker Truck					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Eagle Construction Environmental Services	First Offer - \$900.00	1 / day	\$900.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
TAS Environmental Services L.P.	First Offer - \$1,100.00	1 / day	\$1,100.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090278-LD-2-05 EMERGENCY RESPONSE AND REMEDITATION SERVICES - 2. EQUIPMENT: Vacuum Truck (60 Bbl - 80 Bbl)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Eagle Construction Environmental Services	First Offer - \$350.00	1 / day	\$350.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
TAS Environmental Services L.P.	First Offer - \$480.00	1 / day	\$480.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090278-LD-2-06 EMERGENCY RESPONSE AND REMEDITATION SERVICES - 2. EQUIPMENT: Frac Tank (10K)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TAS Environmental Services L.P.	First Offer - \$35.00	1 / day	\$35.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Eagle Construction Environmental Services	First Offer - \$55.00	1 / day	\$55.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090278-LD-2-07 EMERGENCY RESPONSE AND REMEDITATION SERVICES - 2. EQUIPMENT: Case 580 Backhoe/Loader or Equivalent					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Eagle Construction Environmental Services	First Offer - \$275.00	1 / day	\$275.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
TAS Environmental Services L.P.	First Offer - \$285.00	1 / day	\$285.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090278-LD-2-08 EMERGENCY RESPONSE AND REMEDITATION SERVICES - 2. EQUIPMENT: Cat 963 Track Loader or Equivalent					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TAS Environmental Services L.P.	First Offer - \$500.00	1 / day	\$500.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Eagle Construction Environmental Services	First Offer - \$850.00	1 / day	\$850.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090278-LD-2-09 EMERGENCY RESPONSE AND REMEDITATION SERVICES - 2. EQUIPMENT: Bob Cat 743 or Equivalent					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Eagle Construction Environmental Services	First Offer - \$225.00	1 / day	\$225.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
TAS Environmental Services L.P.	First Offer - \$250.00	1 / day	\$250.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090278-LD-2-10 EMERGENCY RESPONSE AND REMEDITATION SERVICES - 2. EQUIPMENT: Cat 215 Excavator or Equivalent					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Eagle Construction Environmental Services	First Offer - \$625.00	1 / day	\$625.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
TAS Environmental Services L.P.	First Offer - \$650.00	1 / day	\$650.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090278-LD-2-11 EMERGENCY RESPONSE AND REMEDITATION SERVICES - 2. EQUIPMENT: Containment Boom Emergency Response Trailer					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Eagle Construction Environmental Services	First Offer - \$75.00	1 / day	\$75.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
TAS Environmental Services L.P.	First Offer - \$210.00	1 / day	\$210.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090278-LD-2-12 EMERGENCY RESPONSE AND REMEDITATION SERVICES - 2. EQUIPMENT: Flat Boat with Motor (14' - 16' Length)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Eagle Construction Environmental Services	First Offer - \$175.00	1 / day	\$175.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
TAS Environmental Services L.P.	First Offer - \$185.00	1 / day	\$185.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090278-LD-2-13 EMERGENCY RESPONSE AND REMEDITATION SERVICES - 2. EQUIPMENT: Oil Recovery Skimmer with Pump and Hose for Lakes and Rivers (70 GPM Min.)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Eagle Construction Environmental Services	First Offer - \$150.00	1 / day	\$150.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
TAS Environmental Services L.P.	First Offer - \$350.00	1 / day	\$350.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090278-LD-2-14 EMERGENCY RESPONSE AND REMEDITATION SERVICES - 2. EQUIPMENT: Containment Boom, 18"					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TAS Environmental Services L.P.	First Offer - \$1.20	1 / foot per day	\$1.20		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Eagle Construction Environmental Services	First Offer - \$1.85	1 / foot per day	\$1.85		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090278-LD-2-15 EMERGENCY RESPONSE AND REMEDITATION SERVICES - 2. EQUIPMENT: Set of Anchors and Floats for Containment Boom					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TAS Environmental Services L.P.	First Offer - \$35.00	1 / day	\$35.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Eagle Construction Environmental Services	First Offer - \$75.00	1 / day	\$75.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090278-LD-2-16 EMERGENCY RESPONSE AND REMEDITATION SERVICES - 2. EQUIPMENT: Open Top Roll-Off Bin with Tarp and Liner (30 cu. yd.)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Eagle Construction Environmental Services	First Offer - \$23.00	1 / day	\$23.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
TAS Environmental Services L.P.	First Offer - \$25.00	1 / day	\$25.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090278-LD-2-17 EMERGENCY RESPONSE AND REMEDITATION SERVICES - 2. EQUIPMENT: 2,000 Gallon Portable Storage Tank					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TAS Environmental Services L.P.	First Offer - \$30.00	1 / day	\$30.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Eagle Construction Environmental Services	First Offer - \$30.00	1 / day	\$30.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090278-LD-2-18 EMERGENCY RESPONSE AND REMEDITATION SERVICES - 2. EQUIPMENT: 2" Diesel Wash Pump					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TAS Environmental Services L.P.	First Offer - \$65.00	1 / day	\$65.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Eagle Construction Environmental Services	First Offer - \$65.00	1 / day	\$65.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090278-LD-2-19 EMERGENCY RESPONSE AND REMEDITATION SERVICES - 2. EQUIPMENT: 3" Gasoline Wash Pump					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TAS Environmental Services L.P.	First Offer - \$95.00	1 / day	\$95.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Eagle Construction Environmental Services	First Offer - \$95.00	1 / day	\$95.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090278-LD-2-20 EMERGENCY RESPONSE AND REMEDITATION SERVICES - 2. EQUIPMENT: 100 CFM Air Compressor					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Eagle Construction Environmental Services	First Offer - \$120.00	1 / day	\$120.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
TAS Environmental Services L.P.	First Offer - \$130.00	1 / day	\$130.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090278-LD-2-21 EMERGENCY RESPONSE AND REMEDITATION SERVICES - 2. EQUIPMENT: Personnel Protective Equipment Level D					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Eagle Construction Environmental Services	First Offer - \$9.00	1 / each	\$9.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
TAS Environmental Services L.P.	First Offer - \$12.00	1 / each	\$12.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090278-LD-2-22 EMERGENCY RESPONSE AND REMEDITATION SERVICES - 2. EQUIPMENT: Personnel Protective Equipment Level C					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Eagle Construction Environmental Services	First Offer - \$38.00	1 / each	\$38.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
TAS Environmental Services L.P.	First Offer - \$40.00	1 / each	\$40.00		Y

Agency Product Code: Agency Notes:	Supplier Product Code: Supplier Notes:
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B090278-LD-2-23 EMERGENCY RESPONSE AND REMEDITATION SERVICES - 2. EQUIPMENT: Personnel Protective Equipment Level B					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TAS Environmental Services L.P.	First Offer - \$95.00	1 / each	\$95.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Eagle Construction Environmental Services	First Offer - \$150.00	1 / each	\$150.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090278-LD-2-24 EMERGENCY RESPONSE AND REMEDITATION SERVICES - 2. EQUIPMENT: Personnel Protective Equipment Level A					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TAS Environmental Services L.P.	First Offer - \$900.00	1 / each	\$900.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Eagle Construction Environmental Services	First Offer - \$1,250.00	1 / each	\$1,250.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090278-LD-3-01 EMERGENCY RESPONSE AND REMEDITATION SERVICES - 3. MATERIALS: 3A. 8" x 10' Absorbent Boom					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TAS Environmental Services L.P.	First Offer - \$50.00	1 / each	\$50.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Eagle Construction Environmental Services	First Offer - \$165.00	1 / each	\$165.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090278-LD-3-02 EMERGENCY RESPONSE AND REMEDITATION SERVICES - 3. MATERIALS: 3B. 8" x 20' Absorbent Boom					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Eagle Construction Environmental Services	First Offer - \$60.00	1 / each	\$60.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
TAS Environmental Services L.P.	First Offer - \$65.00	1 / each	\$65.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090278-LD-3-03 EMERGENCY RESPONSE AND REMEDITATION SERVICES - 3. MATERIALS: 3C. 18" x 18" x 1/4" Absorbent Pads (100 Count Package)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TAS Environmental Services L.P.	First Offer - \$75.00	1 / each	\$75.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Eagle Construction Environmental Services	First Offer - \$85.00	1 / each	\$85.00		Y
Agency Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

B090278-LD-3-04 EMERGENCY RESPONSE AND REMEDITATION SERVICES - 3. MATERIALS: 3D. 55					
Gallon Closed Head Steel Drum					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TAS Environmental Services L.P.	First Offer - \$55.00	1 / each	\$55.00		Y
Agency Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Eagle Construction Environmental Services	First Offer - \$65.00	1 / each	\$65.00		Y
Agency Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

B090278-LD-3-05 EMERGENCY RESPONSE AND REMEDITATION SERVICES - 3. MATERIALS: 3E. 55					
Gallon Open Head Steel Drum					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TAS Environmental Services L.P.	First Offer - \$55.00	1 / each	\$55.00		Y
Agency Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Eagle Construction Environmental Services	First Offer - \$65.00	1 / each	\$65.00		Y
Agency Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

B090278-LD-3-06 EMERGENCY RESPONSE AND REMEDITATION SERVICES - 3. MATERIALS: 3G.					
Overpack Containers (Poly)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TAS Environmental Services L.P.	First Offer - \$210.00	1 / each	\$210.00		Y
Agency Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Eagle Construction Environmental Services	First Offer - \$260.00	1 / each	\$260.00		Y
Agency Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

B090278-LD-4-01 MISCELLANEOUS - 4. Analytical Testing : 6A. TPH (Total Petroleum Hydrocarbons)					
EPA Method 418.1 or State of Texas Method					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TAS Environmental Services L.P.	First Offer - \$55.00	1 / each	\$55.00		Y
Agency Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Eagle Construction Environmental Services	First Offer - \$55.00	1 / each	\$55.00		Y
Agency Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

B090278-LD-4-02 MISCELLANEOUS - 4. Analytical Testing : 6B. BTEX (Benzene-Toluene-Ethylbenzene-Xylenes) EPA Method 8021B					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TAS Environmental Services L.P.	First Offer - \$48.00	1 / each	\$48.00		Y
Agency Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

Eagle Construction Environmental Services	First Offer - \$52.00	1 / each	\$52.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

B090278-LD-4-03 MISCELLANEOUS - 4. Analytical Testing : 6C. RCI (Reactivity- Corrosivity- Ignitibility)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TAS Environmental Services L.P.	First Offer - \$105.00	1 / each	\$105.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Eagle Construction Environmental Services	First Offer - \$185.00	1 / each	\$185.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

B090278-LD-4-04 MISCELLANEOUS - 4. Analytical Testing : 6D. PCB's (Poly-Chlorinated-Biphenyls) EPA Method 8082 Method TX-1005					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TAS Environmental Services L.P.	First Offer - \$90.00	1 / each	\$90.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Eagle Construction Environmental Services	First Offer - \$140.00	1 / each	\$140.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

B090278-LD-4-05 MISCELLANEOUS - 4. Analytical Testing : 6E. RCRA Metals EPA Method 6020					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TAS Environmental Services L.P.	First Offer - \$120.00	1 / each	\$120.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Eagle Construction Environmental Services	First Offer - \$150.00	1 / each	\$150.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

B090278-LD-4-06 MISCELLANEOUS - 4. Analytical Testing : 6F. RCRA Pesticides EPA Method 8081					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TAS Environmental Services L.P.	First Offer - \$120.00	1 / each	\$120.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Eagle Construction Environmental Services	First Offer - \$285.00	1 / each	\$285.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

B090278-LD-4-07 MISCELLANEOUS - 4. Analytical Testing : 6G. RCRA Herbicides EPA Method 8151					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TAS Environmental Services L.P.	First Offer - \$185.00	1 / each	\$185.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

Eagle Construction Environmental Services	First Offer - \$275.00	1 / each	\$275.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090278-LD-4-08 MISCELLANEOUS - 4. Analytical Testing : 6H. RCRA Volatiles EPA Method 8260					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TAS Environmental Services L.P.	First Offer - \$150.00	1 / each	\$150.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Eagle Construction Environmental Services	First Offer - \$180.00	1 / each	\$180.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Supplier Totals

TAS Environmental Services L.P.		\$8,051.20 (50/50 items)
Bid Contact	Stacy Boultinghouse sboultinghouse@taslp.com Ph 210-496-5310 Fax 210-496-5312	Address 14350 Lookout Road San Antonio, TX 78233
Agency Notes:	Supplier Notes:	
Eagle Construction Environmental Services		\$9,013.85 (50/50 items)
Bid Contact	Brenda Miller brendam@ecesi.com Ph 254-629-1718	Address 9701 I-20 East Eastland, TX 76448
Qualifications	SB	
Bid Notes	* All Analytical pricing is based on a standard turn (7-10 Days0 ** Pricing is based on Portal to Portal	
Agency Notes:	Supplier Notes: * All Analytical pricing is based on a standard turn (7-10 Days0 ** Pricing is based on Portal to Portal	

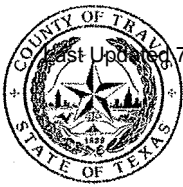
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Account Balance Inquiry

Account number : 1-4721-579.60-99
Fund : 001 GENERAL FUND
Department : 47 EMERGENCY SERVICES
Division : 21 EMERGENCY MANAGEMENT
Activity basic : 57 PUBLIC SAFETY (LAW ENF)
Sub activity : 9 EMERGENCY SERVICES
Element : 60 OTHER PURCHASED SERVICES
Object : 99 OTHER PURCHASED SERVICES

Original budget : 1,050
Revised budget : 14,898 11/03/2008
Actual expenditures - current . . : .00
Actual expenditures - ytd : 4,983.95
Unposted expenditures : .00
Encumbered amount : 3,769.76
Unposted encumbrances : .00
Pre-encumbrance amount : .00
Total expenditures & encumbrances: 8,753.71 58.8%
Unencumbered balance : 6,144.29 41.2

F5=Encumbrances F7=Project data F8=Misc inquiry
F10=Detail trans F11=Acct activity list F12=Cancel F24=More keys



7-23-09 at 3:53pm

TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

7

Approved by: _____

Cyd V. Grimes 7/20/09 MB

Voting Session: Tuesday, July 28, 2009

REQUESTED ACTION: APPROVE MODIFICATION NO. 1 TO CONTRACT NO. 09K00198JT FOR ASSIGNMENT OF PAYMENTS FROM SEGURA CONSTRUCTION LLC TO SURETEC INFORMATION SYSTEMS, INC. (FMD)

Points of Contact:

Purchasing: Jorge Talavera

Department: Facilities Management, Roger A. El Khoury, M.S., P.E., Director; Fraser Gorrell, Construction Coordinator; Mina Awadalla, EIT

County Attorney (when applicable): Tenley Aldredge

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro And Jose Palacios

Other: Alicia Perez, Executive Manager, Administrative Operations

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

This contract requires the contractor to provide labor, equipment, materials and supervision to expand the parking lot at the Precinct Four Office Building located at 4011 McKinney Falls Parkway. Subject IFB opened on April 29, 2009 at 2:00 P.M., and the Court subsequently approved contract award to Segura Construction, LLC, in the amount of \$154,354.32.

Purchasing requests the approval of modification number one to contract number 09K00198JT. The proposed modification is an assignment of payments from Segura Construction, LLC, to the bonding company, SureTec Information Systems, Inc. Segura Construction, LLC, currently has several contracts which have over extended their bonding capacity. However, their surety (SureTec Information Systems, Inc.) has agreed to increase their bonding limits if Segura Construction, LLC agrees to assign payments under their contract to them.

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

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$154,354.32 (Fixed Amount)

Contract Type: Construction

Contract Period: 90 Calendar Days After Issuance of Notice to Proceed

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s):

Comments:

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified ____ Not Verified ____ by Auditor.

MODIFICATION OF CONTRACT NUMBER: 09K00198JT Precinct Four Office Building Parking Lot Expansion

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Jorge Talavera TEL. NO: (512) 854-5860 FAX NO: (512) 854-9185	DATE PREPARED: <p style="text-align: center;">July 7, 2009</p>
ISSUED TO: Segura Construction, LLC Attn: Bill Sadler, COO 4407 Monterey Oaks, Ste. 140 Austin, Texas 78744	MODIFICATION NO.: <p style="text-align: center;">ONE</p>	EXECUTED DATE OF ORIGINAL CONTRACT: <p style="text-align: center;">May 19, 2009</p>

ORIGINAL CONTRACT TERM DATES: 90 Calendar Days after NTP issuance CURRENT CONTRACT TERM DATES: 90 Calendar Days after NTP issuance

FOR TRAVIS COUNTY INTERNAL USE ONLY:
 Original Contract Amount: \$ 154,354.32 Current Modified Amount \$ N/A

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 purpose of this modification is to assign payments for Contract No. 09K00198JT from Segura Construction, LLC (the Assignor), to SureTec Information Systems, Inc., (the Assignee).

Effective July 28, 2009, all payments under this contract shall be made to:

Segura Construction, LLC
 C/O SureTec Information Systems, Inc.
 Attn: Funds Disbursement Dept.
 9737 Great Hills Trail, Suite 320
 Austin, Texas 78759

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

LEGAL BUSINESS NAME: <u>SEGURA CONSTRUCTION, LLC</u> BY: <u>[Signature]</u> SIGNATURE BY: <u>Bill Sadler</u> PRINT NAME TITLE: <u>COO</u> ITS DULY AUTHORIZED AGENT	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input checked="" type="checkbox"/> OTHER LLC DATE: <p style="text-align: center;">7.7.9</p>
---	---

TRAVIS COUNTY, TEXAS BY: <u>[Signature]</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: <p style="text-align: center;">7/20/09</p>
--	--

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

ASSIGNMENT OF PAYMENTS

The parties of this Agreement are Segura Construction, LLC, (the Assignee) and Travis County, Texas.

RECITALS:

- A. Travis County and Segura Construction, LLC, entered into a written contract for the provision of Precinct Four Office Building Parking Lot Expansion (Contract No. 09K00198JT on May 19, 2009.)
- B. Assignor desires by this Agreement to assign all payments to be made against the Contract to Assignee subject to the terms of the Contract and this Agreement.

TERMS:

In consideration of the mutual agreements in this assignment, the parties hereby agree to as follows:

- 1. Assignor assigns to the Assignee all payments in Contract No. 09K00198JT, as of July 28, 2009.
- 2. Assignor and Assignee acknowledge that nothing in this Agreement waives or modifies any of the provisions of the Contract.
- 3. The provisions of this Agreement are binding on and inure to the benefit of the heirs, representatives, successors and assigns of the parties.

Segura Construction, LLC

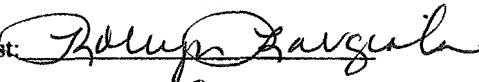
By: _____



Printed Name: BILL SADLER

Title & Date: COO 7.7.9.

Attest: _____

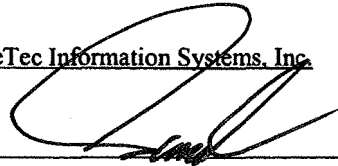


Date: _____

7.7.9

SureTec Information Systems, Inc.

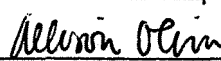
By: _____



Printed Name: SCOTT OLSON

Title & Date: V.P. 7/17/09

Attest: _____



Date: _____

7-17-09

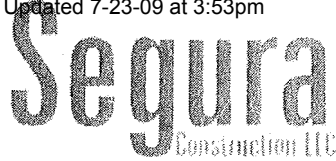
Travis County consents to this Assignment of Payments from Segura Construction, LLC to SureTec Information Systems, Inc.

TRAVIS COUNTY, TEXAS

By: _____

Samuel T. Biscoe, County Judge

Date: _____



4407 Monterey Oaks Blvd.
Building 1, Suite 140
Austin, Texas 78749
Phone: 512-637-7030
Fax: 512-637-5570

June 24, 2009

Travis County, Texas
Attn: Jorge Talavera, CPPB
Construction & A/E Services Procurement
Ned Granger Administration Building
314 W. 11th Street, Ste. 400
Austin, Texas 78701

Re: Project: Precinct 4 Office Building Parking Lot Expansion
IFB No B090198-JR Contract No 09K00198-JT
Contract Amount: \$154,354.32

Dear Mr. Talavera:

We request that you send all contract proceeds earned and to be earned under our contract with you directly to our project disbursing administrator, SureTec Information Systems, Inc. at the following address:

Segura Construction
C/O SureTec Information Systems, Inc.
Attn: Funds Disbursement Dept.
9737 Great Hills Trail, Suite 320
Austin, Texas 78759
(866) 732-0099

Your checks will still be made payable to us. This directive may only be changed by written consent of our surety, SureTec Insurance Company. Your signature below, indicating your agreement to make payment in this manner, is a condition to our Surety's execution of our performance and payment bonds on this project.

Thank you for your cooperation in this regard. You may receive a follow up phone call or e-mail from SureTec to confirm these instructions and answer any questions you may have.

We are looking forward to a very successful project.

SEGURA CONSTRUCTION, LLC

Bill Sadler, COO

cc: SureTec Information Systems, Inc. - Scott Olson

Agreement and Acknowledgment:

Obligee: Travis County Texas

By: _____ date
Authorized Representative

Title
512-854-9762/ Jorge.Talavera@co.travis.tx.us
Phone Number / email address



LAST Updated 7/28/09 at 3:53pm

TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

Approved by: _____

Voting Session: Tuesday, July 28, 2009

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR TRAVIS COUNTY CORRECTIONAL COMPLEX (TCCC) CONTROL PANEL UPGRADES-BUILDINGS TWO AND THREE TO PROFESSIONAL SYSTEMS ENGINEERING, LLC (TCSE)

Points of Contact:

Purchasing: Richard Villareal

Department: Sheriff's Office, Greg Hamilton, Sheriff; Mark Stefanov, P.E., Facilities Engineer

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

RECEIVED
COUNTY JUDGE'S OFFICE
09 JUL 21 AM 10:58

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

On May 5, 2009, an Exemption Order was approved by Commissioners Court for the procurement of Professional Engineering Services for TCCC Control Panel Upgrades-Buildings Two and Three at 3614 Bill Price Road, Del Valle, Texas. As matter of interest to the court, the three month delay between the exemption order and contract award was due to extended negotiations with the Consultant.

The Consultant will be required to evaluate, analyze, make recommendations, design and provide bid documentation including specifications for renovation of all control panels; providing touch screen control stations; and control logic to upgrade the existing devices. This requirement will upgrade the systems to be fully compliant with Texas Commission for Jail Standards (TCJS) and provide a more secure environment for staff and detainees.

Sheriff's Office and Purchasing have negotiated a contract with Professional Systems Engineering, LLC, for the Not-to-Exceed (NTE) amount of \$76,760.00 for the Basic Services, and a NTE amount of \$400.00 for Reimbursable Expenses. Sheriffs Office reviewed the proposal and deems it to be fair and reasonable. Purchasing concurs with contract award in the amount of \$77,160.00.

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

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$77,160.00 (Not-to-Exceed)

Contract Type: Professional Services

Contract Period: Through project completion.

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

Purchase Requisition in H.T.E.: (Req. No. 469794)

Funding Account(s): 469-3735-804-8102

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified ____ Not Verified ____ by Auditor.

Last Updated 7/23/09 at 3:53pm

RECEIVED
TRAVIS COUNTY



JAMES N. SYLVESTER
Chief Deputy

2009 APR 16 PM 3:29

PURCHASING
OFFICE

GREG HAMILTON
TRAVIS COUNTY SHERIFF

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

PHYLLIS CLAIR
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

MEMORANDUM

Project No: TCSO-166373

Engineering Requisition Request: 2966

TC Engineering Requisition: TBD

TC Construction Requisition: TBD

TO: Cyd Grimes, C.P.M., Purchasing Agent

FROM: Mark Stefanov

A handwritten signature in black ink, appearing to read "Mark Stefanov".

DATE: Friday, April 10, 2009

SUBJECT: TCCC Control Panels Bldg. 2 and 3 Engineering Design Scope of Work

Attached is the scope of work for professional services to obtain drawings and specifications for the above capital project. Questions may be directed to Mark Stefanov at 854-5321. This document can be opened in Word from \\Tcso_dv\VOL1\Users\StefanM\Projects\2009\166373-14414-Building 2 & 3 Control Panel Upgrade\166373-PSA-SOW-MCS.doc.

Please initiate provide the IFB Construction Contract numbers so that they may be incorporated in the design documents. It is anticipated that construction documents will be ready for the construction process within 120 days. A sole source exemption for the engineering is will follow requesting the Professional Services to be procured from Professional Systems Engineering, vendor number 68292.

Travis County Sheriff's Office fiscal will load the requisitions in HTE for the both the engineering and construction. However, the construction is only currently partially funded. The funding will be available in 001-3735-824.xxxx.

ATTACHMENT: Scope of Work

COPY TO: Major Mark Sawa,
Major Darren Long,
TCSO Fiscal Office,
File



Safety, Integrity, Tradition of Service

REQUISITION BY: MARIA WEDHORN

STATUS: AUDITOR APPROVAL
 REASON: ATTN: RICHARD VILLARREAL

DATE: 4/27/09

SHIP TO LOCATION: CORRECTION COMPLEX

SUGGESTED VENDOR: 68292 PROFESSIONAL SYSTEMS ENGINEERI

DELIVER BY DATE: 6/15/09

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	PHASE 1, SURVEY, ANALYSIS & REVIEW TO PROVIDE BIDDABLE DRAWING AND SPECIFICATION PACKAGE FOR UPGRADE TO BLDG 140 AND BLDG 160 POSTS A AND B CONTROL PANELS TO MEET THE REQUIREME NTS OF TCJS ALLOWING A POST TO BE UNMANNED BY BEIN G TAKEN OVER BY AN ALTERNATE POST AUTOMATICALLY AND ELECTRONICALLY. A FULL SCOPE OF WORK WILL BE PROVIDED TO BUYER WHEN ASSIGNED. COMMODITY: BUILDING IMPROVEMENT SVCS SUBCOMMOD: SPECIAL CONSTRUCTIONS	6200.00	DOL	1.0000	6200.00	
2	PHASE 2 , SCHEMATIC REPORT WITH ESTIMATES COMMODITY: BUILDING IMPROVEMENT SVCS SUBCOMMOD: SPECIAL CONSTRUCTIONS	6130.00	DOL	1.0000	6130.00	
3	PHASE 3, DESIGN DEVELOPMENT COMMODITY: BUILDING IMPROVEMENT SVCS SUBCOMMOD: SPECIAL CONSTRUCTIONS	21400.00	DOL	1.0000	21400.00	
4	PHASE 4, CONTRACT DOCUMENTS COMMODITY: BUILDING IMPROVEMENT SVCS SUBCOMMOD: SPECIAL CONSTRUCTIONS	35106.00	DOL	1.0000	35106.00	
5	PHASE 5, FINAL PLAN COMMODITY: BUILDING IMPROVEMENT SVCS SUBCOMMOD: SPECIAL CONSTRUCTIONS	7924.00	DOL	1.0000	7924.00	
6	REIBURSABLES COMMODITY: BUILDING IMPROVEMENT SVCS SUBCOMMOD: SPECIAL CONSTRUCTIONS	400.00	DOL	1.0000	400.00	
REQUISITION TOTAL:					77160.00	

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	46937358048102	CAPITAL OUTLAY DDDC08	100.00	6200.00
2	46937358048102	PURCHSD SERV-BLDG IMPROVM MAINTENANCE (BLDG. 3) DDDC08	100.00	6130.00
3	46937358048102	CAPITAL OUTLAY PURCHSD SERV-BLDG IMPROVM MAINTENANCE (BLDG. 3) DDDC08	100.00	21400.00
4	46937358048102	CAPITAL OUTLAY PURCHSD SERV-BLDG IMPROVM MAINTENANCE (BLDG. 3) DDDC08	100.00	35106.00
5	46937358048102	CAPITAL OUTLAY PURCHSD SERV-BLDG IMPROVM MAINTENANCE (BLDG. 3) DDDC08	100.00	7924.00

Last Updated 7-23-09 at 3:53pm

PURCHASE REQUISITION NBR: 0000469794

REQUISITION BY: MARIA WEDHORN

STATUS: AUDITOR APPROVAL
REASON: ATTN: RICHARD VILLARREAL

DATE: 4/27/09

SHIP TO LOCATION: CORRECTION COMPLEX

SUGGESTED VENDOR: 68292 PROFESSIONAL SYSTEMS ENGINEERI

DELIVER BY DATE: 6/15/09

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
----------	-------------	----------	-----	-----------	-------------	--------------------

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
6	46937358048102	CAPITAL OUTLAY PURCHSD SERV-BLDG IMPROVM	DDDC08 MAINTENANCE (BLDG. 3)	400.00
			100.00	77160.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

5/18/9 CONTRACT?EMD MARIA.GMC
HOPEFULLY AT SOME POINT. RICHARD VILLARREAL
SHOULD HAVE THE SCOPE OF WORK. I'LL CHECK
WITH HIM.

7/16/9 SENT BACK FOR CORRECTIONS.GMC



7-23-09 at 3:53pm

TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

9

Approved by: _____

Cyd V. Grimes 7/20/09 MB

Voting Session: Tuesday, July 28, 2009

REQUESTED ACTION: APPROVE ISSUANCE OF JOB ORDER NO. 7, MINOR CONSTRUCTION AND RENOVATION SERVICES, CONTRACT 07K00308RV, TRIMBUILT CONSTRUCTION, INC. (FM)

Points of Contact:

Purchasing: Richard Villareal

Department: Facilities Management, Roger A. El Khoury, M.S., P.E., Director;
Carolyn O' Hara, AIA, Project Manager

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other: Administrative Operations, Alicia Perez, Executive Manager

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

Facilities Management requests approval for issuance of Job Order No. 7 to Trimbuilt Construction, Inc. This job order is issued to provide minor construction and renovation services for the New Del Valle Wellness Clinic at 3518 FM 973, Del Valle, Texas.

Construction will include concrete, framing and drywall, electrical, plumbing, millwork, painting, flooring installation, doors, HVAC system installation and roofing, among other services. Upon approval, Job Order No. 7 will be issued at the total negotiated cost of \$299,600.00.

- **Contract Expenditures:** Within the last 12 months \$973,396.42 has been spent against this contract.

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Vendor is not a HUB

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: (Req. No. 476283)
- Funding Account(s): 526-1405-525-8105
- Comments:

➤ **Statutory Verification of Funding:**

- Contract Verification Form: Funds Verified _____ Not Verified _____ by Auditor.

ORIGINAL



Rich
7-17-09
MB

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# WELLC-01-09M-4N

File: 802

TO: Cyd Grimes, CPM, Purchasing Agent

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

FROM: Gabe Stock, AIA, LEED AP, Senior Architectural Associate

DATE: July 16, 2009

SUBJECT: New Del Valle Wellness Clinic
Contract No. 07K00308RV – Job Order #7

Roger El Khoury
PURCHASING OFFICE
2009 JUL 16 PM 3:17
RECEIVED
TRAVIS COUNTY

Facilities Management Department recommends issuance of a purchase order, in the amount of \$299,600.00, to Trimbuilt Construction Inc. for construction work related to the New Del Valle Wellness Clinic. The cost proposal is fair and reasonable. The new facility will provide space for the Travis County employee Wellness Clinic. Trimbuilt Construction Inc. is a Job-Order Contractor (JOC) currently doing work for Travis County under the above referenced contract. Funds for this purchase order are in account #526-1405-525-8105 and are encumbered under the requisition number 476283. The performance period for this work will be 70 days.

Your assistance in posting this item for Commissioner Court approval on the July 28, 2009 Voting Session agenda is greatly appreciated. If you have any questions or need additional information, please call Gabe Stock at extension 45240.

ATTACHMENT:

- 1) Cost Proposal from Trimbuilt Construction Inc.

COPY TO:

Alicia Perez, Executive Manager, Administrative Operations
Amy Draper, CPA, Financial Manager, Facilities Management
Richard Villareal, Construction Procurement Specialist, Purchasing Office



last updated 7-23-09 at 10:33am

Del Valley Wellness Center
 3518 FM 973

Total Base Bid: \$ 299,600.00

Del Valley, Texas 78617

Estimator: Jensen, Brad

Date of Plans: 6-Jul-09

Architect: Facilities Management Department

Engineer: Facilities Management Department

Date of Bid: 7/15/09

Office Sq. Ft.: 1,568 Warehouse Sq. Ft.: 0 Misc. Sq. Ft.: 0 Total Sq. Ft.: 1,568

1	Electrical		\$	29,550.00
2	HVAC		\$	16,965.00
3	Plumbing		\$	16,000.00
5	Painting		\$	10,087.00
6	Flooring		\$	4,745.00
9	Millwork		\$	9,760.00
4	Drywall Acoustical Demo		\$	58,142.40
	Drywall	\$	51,133.01	
	Acoustical	\$	2,289.39	
	Demo		excluded	
	Building Insulation	\$	4,720.00	
84	Doors Frames Hardware		\$	7,596.59
14	Fire Sprinkler Systems			excluded
15	Glass Glazing		\$	26,409.00
34	Ceramic Tile		\$	1,397.00
34	Stone		\$	12,910.00
7	Roofing		\$	6,255.00
25	Restroom Partitions			excluded
24	Restroom Accessories		\$	949.00
16	Window Treatments Mini Blinds			excluded
36	Stucco		\$	5,980.00
44	Waterproofing		\$	1,200.00
21	Steel Fabrication Erect		\$	800.00
8	Concrete		\$	38,497.00
19	Landscaping		\$	700.00
26	Fire Alarm Systems		\$	4,500.00
18	Security Systems			excluded
13	Keying Locking			excluded
37	Signage			
	Interior Sign Allowance	\$		250.00

10	Final Cleanup			\$	900.00
		Last Updated 7-23-09 at 3:53pm			
69	Fire Extinguishers Cabinets			\$	175.00
39	Appliances				excluded
23	Telecom Data Cabling				excluded

-	General Conditions			\$	28,873.52
30	Project Management	\$	5,590.00		
29	Supervision	\$	13,650.00		
27	General Cleaning	\$	348.52		
11	Trash Dumpster	\$	2,485.00		
81	Building Protection				excluded
12	Permits Consulting				excluded
54	Payment & Performance Bond	\$	5,600.00		
64	Miscellaneous				
		Field Expenses	\$	1,200.00	

Sub-Total	\$	282,641.51
Overhead & Profit %		6.00%
Overhead & Profit Total	\$	16,958.49
Total Excluding Tax	\$	299,600.00
Remodel Tax %		0.00%
Remodel Tax Total	\$	-
Total Base Bid	\$	299,600.00

Qualifications to Base Bid:

1. Includes all work to be performed during normal business hours.
2. Excludes all window treatments.(Mini Blinds)
3. All compaction and concrete testing paid for and performed by others.
4. All exterior signage to be provided, installed and paid for by others.
5. TCI will tie into existing utility lines.
6. All keying to be provided and paid for by others.
7. Excludes Trane Coil # 4TXFD060 not require per Trane direction.
8. This proposal is based on drawings issued by Travis County Facilities Management Department dated July, 7 2009.

Last Updated 7-23-09 at 3:53pm

PURCHASE REQUISITION NBR: 0000476283

REQUISITION BY: AMY DRAPER 854-9040

STATUS: AUDITOR APPROVAL

REASON: NEW PO - DEL VALLE WELLNESS CLINIC ATTN: VILLAREAL

DATE: 7/16/09

SHIP TO LOCATION: FACILITIES MANAGEMENT

SUGGESTED VENDOR: 49186 TRIMBUILT CONSTRUCTION INC

DELIVER BY DATE: 12/31/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	CONSTRUCTION OF NEW DEL VALLE WELLNESS CLINIC PER BID DATED 7/15/09 POC: GABRIEL STOCK 854-5240 COMMODITY: BUILDING CONSTRUCT SVCS SUBCOMMOD: GEN BUILDING CONSTRUCTION	284620.00	DOL	1.0000	284620.00	
2	RETAINAGE - NEW DEL VALLE WELLNESS CLINIC COMMODITY: BUILDING CONSTRUCT SVCS SUBCOMMOD: RETAINAGE BLDG CONSTRUCT	14980.00	DOL	1.0000	14980.00	
REQUISITION TOTAL:					299600.00	

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	52614055258105 CAPITAL OUTLAY BUILDINGS	KDV004 DEL VALLE CLINIC	100.00	284620.00
2	52614055258105 CAPITAL OUTLAY BUILDINGS	KDV004 DEL VALLE CLINIC	100.00	14980.00
				299600.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

CONTRACT 07K00308RV

Trimbuilt Construction, Inc.

Attn.: Mr. B. Scott Trimm

P.O. Box 80169

Austin, Texas 78708

- A. JOB ORDER NO. 7, WHICH REQUIRES TRIMBUILT CONSTRUCTION, INC. TO PROVIDE MINOR CONSTRUCTION AND RENOVATION SERVICES AT THE DEL VALLE WELLNESS CLINIC AS PER CONTRACT REQUIREMENTS, TRIMBUILT CONSTRUCTION, INC. ESTIMATE, SCOPE OF WORK, PLANS & SPECIFICATIONS, AND THE CONDITIONS DESCRIBED BELOW, IS HEREBY RELEASED.
- B. THE OWNER SHALL PAY THE CONTRACTOR THE NOT-TO-EXCEED AMOUNT OF \$299,600.00 IN CONSIDERATION OF THE PERFORMANCE OF THE WORK.
- C. PERFORMANCE PERIOD: SEVENTY (70) CALENDAR DAYS AFTER ISSUANCE OF A NOTICE-TO-PROCEED FOR SUBSTANTIAL COMPLETION.

TRIMBUILT CONSTRUCTION, INC.

B. Scott Trimm *9/17/09 ? 7/17/09 8*

 B. SCOTT TRIMM DATE

Cyd V. Grimes *7/20/09*

 CYD V GRIMES, C.P.M. DATE
 TRAVIS COUNTY PURCHASING AGENT

 SAMUEL T. BISCOE DATE
 TRAVIS COUNTY JUDGE



7-23-09 at 3:53pm

TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

10

Approved by: _____

Cyd V. Grimes 7/21/09 *MB*

Voting Session: Tuesday, July 28 2009

REQUESTED ACTION: APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 4) TO INTERLOCAL AGREEMENT NO. IL060335RE, WITH PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT, FOR THE OUT OF SCHOOL PROGRAM. (HHS & VS)

Points of Contact:

- Purchasing:** Rebecca Gardner
- Department:** HHS Sherri Fleming, Executive Manager
- County Attorney (when applicable):** Mary Etta Gerhardt
- County Planning and Budget Office:** Leroy Nellis
- County Auditor's Office:** Susan Spataro And Jose Palacios
- Other:**

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

Through this contract, Pflugerville ISD provides after-school programs at four district locations. The school year program will offer academic activities such as math, reading, and science tutorials and homework help. The program will also include enrichment opportunities in drama, character education and sports. These activities enable the children to build their academic strengths, enhance their areas of weakness by receiving focused teacher support and foster healthy peer relationships. It is anticipated this program will reach an estimated 75 students in the grades K – 5 during the 2010 school year. Summer programming during 2010 will offer tutorial and enrichment activities that will reach over 35 children.

This modification number four renews the agreement for an additional twelve month period from August 1, 2009 through July 31, 2010. Funds for this period shall not exceed \$106,371.

Modification number three renewed the agreement for a twelve month period from August 1, 2008 through July 31, 2009. Contract funds for that period were not to exceed \$106,371.

Modification number two replaced the work statement which was updated to give a more viable and measurable description of the program expectations after the first year of operation.

Modification number one renewed the agreement for an additional twelve-month period from August 1, 2007 through July 31, 2008, with contract funds not to exceed \$106,371.00.

➤ **Contract Expenditures:** During the past 12 months, \$106,371.00 has been spent against this contract.

➤ **Contract-Related Information:**

Award Amount: \$101,306.00

Contract Type: Professional Services

Contract Period: August 1, 2006-July 31, 2007

➤ **Contract Modification Information:**

Modification Amount: \$106,371.00

Modification Type: Bilateral

Modification Period: August 1, 2009-July 31, 2010

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

Purchase Requisition in H.T.E.:474187

Funding Account(s): 00158916116290

Comments:

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified X Not Verified __ by Auditor.



RECEIVED
TRAVIS COUNTY
2009 JUL 17 AM 10: 59
PURCHASING
OFFICE

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

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

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

Date: June 25, 2009

TO: MEMBERS OF THE COMMISSIONERS COURT

FROM:

Sherri E. Fleming
Sherri E. Fleming, Executive Manager

Travis County Health and Human Services and Veterans Service

SUBJECT: Acceptance of FY09 renewal of Interlocal Cooperation Agreement with the Pflugerville Independent School District for Out-of-School Programs

Proposed Motion: Consider and take appropriate action to approve the contract renewal amendment with Pflugerville Independent School District (PISD) for Out-of-School Programs for FY08.

Summary and Staff Recommendation: Staff requests the acceptance of this interlocal contract renewal with the Pflugerville Independent School District. The district will continue a comprehensive after-school program beginning in August 2009 at four district locations. This program will offer additional academic activities such as math, reading, and science tutorials and homework help. The program will also include enrichment opportunities in drama, character education and sports. This program will enable the children to build their academic strengths, enhance their areas of weakness by receiving focused teacher support and foster healthy peer relationships. It is anticipated this program will reach an estimated 75 students in the grades K – 5.

This program provided during the summer of 2010 will be in partnership with the YMCA to offer tutorials and enrichment activities. The program will be provided at four district locations and it is anticipated it will reach over 35 children. The district will provide these programs using designated district staff professionals and staff provided by the collaboration with YMCA.

Budgetary and Fiscal Impact: The contract period is from August 1, 2009 through July 31, 2010. The total contract amount will not exceed \$106,371; these funds are budgeted in the line item 001-5891-611-6290 for both FY09 and FY10.

Issues and Opportunities: This contract began in August, 2006. The program serves children who are experiencing homelessness, academic deficits, poverty, behavioral challenges, and retention issues. The students attending the program have a safe, structured learning environment and receive homework support, tutorials and physical education activities. In the last year's after-school program period, 2008 – 09, there were 145 students enrolled. At one of the program locations, it is reported that 69% of the students participating in the program are at or above their grade level. There has also been a recognized improvement in behavior with a noticed ability of the program students working together. The department anticipates much success in this partnership with the Pflugerville Independent School District for providing after-school and summer program services to youth in the community.

cc: Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Kapp Schwebke, Financial Analyst IV, County Auditor
Cyd Grimes C.P.M., Travis County Purchasing Agent
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office
Mary Etta Gerhardt, Assistant County Attorney
Travis Gatlin, Budget Analyst, Planning and Budget Office
Deborah Britton, Social Services Division Director, HHSVS

Number 0000474187
 Type 1 PURCHASE REQUISITION
 Status READY FOR BUYER PROCESS
 Reason VERIFY FUNDING FOR CONTRACT RENEWAL
 By LISA SINDERMANN X44594
 Date 6/22/09
 Vendor 9034 PFLUGERVILLE INDEPENDENT SCHOO
 Contract nbr
 Ship to NF FINANCE DIVISION
 Deliver by date 9/30/09
 Buyer RE REBECCA GARDNER
 Fiscal year code C C=Current year, P=Previous year, F=Future year

Type options, press Enter.
 5=Display 8=Item extended description

Opt Line#	Quantity	UOM	Description
5	1	DOL	OUT-OF-SCHOOL PROGRAM; FY09 FUNDING THIS REQUISITION IS FOR FY09 FUNDING; THE FY10 FUN DING WILL BE ENCUMBERED AFTER OCTOBER 1.

Total: 17729.00
 F9=Print

F3=Exit F7=Alternate view
 F10=Approval info F12=Cancel F20=Comments

Purchase Requisition - Item Information

Last Updated 7-23-09 at 3:53pm

```

Line number . . . . . : 1
Item desc . . . . . : OUT-OF-SCHOOL PROGRAM; FY09 FUNDING
Vendor part # . . . . . :
Commodity . . . . . : 952 HUMAN SERVICES
Sub-com . . . . . : 043 FAMILY/SOCIAL SERVICES
Item # . . . . . :
Ship to . . . . . : NF FINANCE DIVISION
Quantity . . . . . : 17,729.00
Order UOM . . . . . : DOL DOLLAR
Cost code . . . . . : N NOT APPLICABLE
Unit cost . . . . . : 1.0000
Account # . . . . . : 00158916116290
Project . . . . . :
Purchase order . . . . . :

```

Press Enter to continue.

F8=Extended Description F12=Cancel

F14=Work orders

MODIFICATION OF INTERLOCAL NUMBER: IL060335RE - Out Of School Program PAGE 1 OF 11 PAGES

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: <u>Rebecca Gardner</u> TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: June 26, 2009
ISSUED TO: Pflugerville Independent School District 1401 W. Pecan Pflugerville, Texas 78660	MODIFICATION NO.: 4	EXECUTED DATE OF ORIGINAL CONTRACT: August 1, 2006

ORIGINAL CONTRACT TERM DATES: August 1, 2006-July 31, 2007 CURRENT CONTRACT TERM DATES: August 1, 2008-July 31, 2009

FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: \$101,306.00 Current Modified Amount \$106,371.00

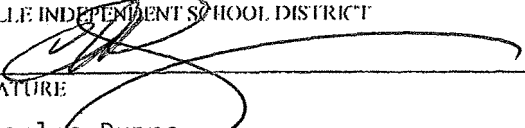
DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

The above referenced Contract is hereby modified to reflect the following changes, as well as those more completely set forth in the attachment:

1. Renewal for an additional twelve month period from August 1, 2009 through July 31, 2010.
2. Contract funds for this period are not to exceed \$106,371.00.
3. Replace Budget, Performance Report Form, Payment Request, Close Out and Final Payment Request and Invoice Form with those attached to this modification as Exhibit 1.

The Contract is amended according to the terms of the attachment to this Modification, all of which is hereby made a part of the Contract and constitutes promised performance in accordance with all terms of the Contract, as amended.

Note to Vendor/City:
 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.

PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT	<input type="checkbox"/> DBA
BY:  SIGNATURE	<input type="checkbox"/> CORPORATION
BY: <u>Charles Dupre</u> PRINT NAME	<input checked="" type="checkbox"/> OTHER
TITLE: <u>Superintendent of Pflugerville Independent School District</u> IT'S DULY AUTHORIZED AGENT	DATE: <u>7-14-09</u>

TRAVIS COUNTY, TEXAS	DATE:
BY:  CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	<u>7/21/09</u>

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

**AMENDMENT/RENEWAL OF INTERLOCAL COOPERATION AGREEMENT
BETWEEN TRAVIS COUNTY AND
THE PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT FOR
OUT-OF-SCHOOL PROGRAMS
(Amendment #4 - 2010 Renewal)**

This Renewal and Amendment ("2010 Renewal") of the Interlocal Cooperation Agreement for Out-of-School Programs ("Agreement") is entered into by the following parties: Travis County, a political subdivision of the State of Texas ("County") and the Pflugerville Independent School District ("District").

RECITALS

County and District entered into the Agreement for the Out-Of-School Program ("Agreement"), the Initial Term of which began August 1, 2006, and terminates July 31, 2007.

Pursuant to the terms of the Agreement, the District agreed to provide an After-School Program ("Program") for qualified youth, including an integrated array of quality community based services as defined in the Agreement; and to provide personal and professional services for the care of indigents and other qualified recipients and for public health education and information, thus providing services which will further the achievement of an educational and a public purpose.

The Agreement allows the parties to make changes to the Contract and provides for renewal of the Agreement for an additional one-year term where such change is in writing and signed by both parties, County and District desire to amend the Agreement to reflect mutually agreed upon changes.

Pursuant to the terms of the Agreement, the Parties have previously agreed to extend the Agreement for an additional one-year terms continuing through July 31, 2009 ("09 Renewal Term"); and to amend the Agreement.

The Parties desire to renew the Agreement for an additional one-year term, beginning August 1, 2009, and continuing through July 31, 2010, and to make certain changes to the Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be received through the following changes, County and District agree to change the Agreement as follows:

1.0 TERM

1.1 **2009-10 Renewal Term.** The Parties agree to renew the Agreement for an additional one-year term beginning August 1, 2009, and terminating July 31, 2010 ("2010 Renewal Term").

2.0 ENTIRE AGREEMENT

2.1 **Attachments.** The Parties agree that the services and activities provided during the 2010 Renewal Term will be provided according to the terms of the Agreement, as amended, with those changes specifically made in this 2010 Renewal.

3.0 **DISTRICT OBLIGATIONS**

3.1 **District Performance.** The Parties agree that services and activities provided during the 2010 Renewal Term and all other performance obligations, including reporting, will be performed according to the terms of the Agreement as previously amended, unless specifically changed in this 2010 Renewal.

3.2 **Attachments.** Budget, Performance Report Form, Payment Request, Close-Out and Final Payment Request and Invoice Forms shall be those included in this 2010 Renewal and attached hereto as Exhibit 1.

4.0 **AGREEMENT FUNDS**

4.1 **Maximum Funds.** The Parties agree to amend Section 12.1, "Maximum Funds," by:

5.1.1 Agreeing that, subject to all other applicable terms of the Agreement, as amended, in consideration of full and satisfactory performance of the services and activities provided under the terms of this Agreement, as amended, as determined by County, County shall provided funds for the 2010 Renewal Term not to exceed the following amount:

\$106,371.00

and

5.1.2 agreeing that the Fiscal Year limitations referenced in Section 12.1.2 shall be as follows for the 2010 Renewal Term:

August 1, 2009 - September 30, 2009 (16% of total)

\$17,729.00

October 1, 2009 - July 31, 2010 (84% of total)

\$88,642.00

All other provisions of Section 12.0 not changed herein shall remain in full force and effect.

5.0 **OTHER PROVISIONS**

5.1 **Insurance.** The Parties agree that the requirements for insurance for the 2010 Renewal Term will be continue as set forth in the Agreement. District agrees to provide current documentation of such insurance as required under Section 5.8 of the Agreement.

5.2 **Limitations.** Unless otherwise specifically stated herein, the performance required under this 2010 Renewal is performable only during the 2010 Renewal Term, and performance requirements and payment shall not carry over from one contract term to another.

5.3 **Update.** Within fifteen (15) days of execution of this 2010 Renewal, District agrees to provide Department, with a coy to the Purchasing Agent, current updates of all policies, materials and other information required under the Agreement, including, but not limited to the following:

5.3.1 Proof of Insurance

5.3.2 Update of any policies and procedures

5.3.3 Updated W-9 Taxpayer Identification Form

5.3.4 Change of Identity Information (Name, Address, etc.), where applicable

5.4 **Debarment, Suspension and Other Responsibility Matters.** By signing this 2010 Renewal, Contractor certifies that, to the best of its knowledge and belief, it and its principles continue to meet compliance requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension" requirements as set forth in the Contract.

5.5 **Certification and Warranty.** By signing this 2010 Renewal, Contractor certifies and warrants that all certifications and warranties under the Contract continue to be in full force and effect. Contractor also acknowledges and agrees that it has read all terms and provisions of the Contract and understands and agrees that, to the extent not specifically changed by this '08 Renewal, those terms and conditions remain in full force and effect for the 2010 Renewal Term.

6.0 **INCORPORATION**

6.1 County and District hereby incorporate this Amendment into the Agreement, and hereby incorporate the Agreement into this Amendment. County and District hereby ratify all terms and conditions of the Agreement as amended. The Agreement, with the changes in this Amendment, constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

7.0 **EFFECTIVE DATE**

7.1 This Amendment shall be effective August 1, 2009, when fully executed by County and District.

EXHIBIT 1

EXHIBIT 1

BUDGET

Travis County Out of School Program
"After the Bell"
Budget 2009-2010 School Year

CONTRACT PERIOD: August 1, 2009, through July 31, 2010

TOTAL FUNDING FOR CONTRACT PERIOD: Amount not to exceed \$106,371.00

ACADEMIC SCHOOL YEAR (August 31, 2009 - May 28, 2010):

1. Total: Not to exceed \$103,518
2. Program Days: 165 days @ \$627.38 per day
3. Schedule: 3:05 p.m. - 5:00 p.m.
4. Attendance: Approximately 75 students

SUMMER PROGRAM (June 14, 2010 - July 8, 2010)

1. Total: Not to exceed \$2,738
2. Program Days: 16 days @ \$171.12 per day
3. Schedule: 8:00 a.m. - 12:30 p.m.
4. Attendance: Approximately 35 students

EXHIBIT 1

PERFORMANCE REPORTS

1st Quarter Report (August - October, 2009)

Performance Measure	Goal	Achieved
Recruit youth for after-school program	75	_____
Number of unduplicated youth participating in after-school program	75	_____
Child/Adult ratio	20:01	_____

**2nd and 3rd Quarter Reports
(November - January 2010; February - May, 2010)**

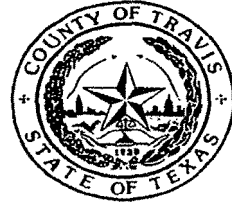
Performance Measure	Goal	Achieved
Number of unduplicated youth participating in after-school program	75	_____
Improved school attendance	5% increase yearly	_____
Students passing TAKS	5% increase yearly	_____
Reduction of discipline	5% increase yearly	_____
Improved grades	5% increase yearly	_____
Improvement in positive attitude and behavior	5% increase yearly	_____
Child/Adult Ratio	20:01	_____

**4th Quarter Report
(June - July, 2010)**

Performance Measure	Goal	Achieved
Recruit youth for summer program	35	_____
# of unduplicated youth participating in summer program	35	_____
Child/Adult Ratio	20:01	_____
Sustain programs through leveraging of existing resources and seeking additional funding for program growth	5% increase yearly	_____

Travis County Social Services Contract

PAYMENT REQUEST



Invoice Number:

IMPORTANT: Both an Expenditure Report and a Compliance Certification form must be provided with this invoice

SECTION I - CURRENT PAYMENT DATA		
Agency	Program	Month/Year
Pflugerville ISD 1401 W. Pecan Pflugerville, TX 78660 Phone: (512) 594-0106	Out-of-School Program	
	Contract Term	PAYMENT REQUEST AMOUNT
	August 1, 2009 - July 31, 2010	\$0.00

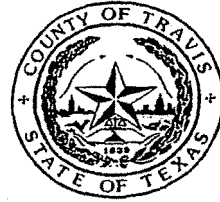
SECTION II - PROGRAM BUDGET AND PAYMENT SUMMARY	
Item	Travis County Funds
1. TRAVIS COUNTY-Funded Program Budget	\$106,371.00
2. Previous Payments Requested (<u>excludes</u> Advance)	\$0.00
3. AMOUNT OF THIS PAYMENT REQUEST	
4. Total Payments Requested (Item 2 plus Item 3)	
5. Balance (Item 1, minus Item 4)	\$106,371.00

SECTION III - CERTIFICATION (<i>Must be completed by Contractor</i>)		
I certify that this Payment Request and the corresponding Expenditure Report have been made in accordance with the terms and conditions of the Contract. I also certify that all information provided is correct and that the amounts are not in excess of cur		
Preparer's Signature	Title	Date
Authorized Signature	Title	Date

SECTION V - PAYMENT APPROVAL - (<i>Travis County</i>)			
TC HHS & VS Financial Approval	Name and Title	Date	AMOUNT APPROVED
County Account Number	Issue Area	Vendor ID Number	Purchase Order Number

Staff Comments:

Travis County Social Services Contract
**2010 FUNDS CLOSE-OUT
& FINAL PAYMENT REQUEST**



Invoice Number:

IMPORTANT: This form must be submitted with your Contract Close-Out Report no later than due date in 2007. If you are requesting payment of any unexpended funds, the adjacent FINAL Expenditure Report and a Compliance Certification form must also be comp

SECTION I - CURRENT PAYMENT DATA		
Agency	Program	Month/Year
Pflugerville ISD	Out-of-School Program	FINAL 2010
1401 W. Pecan Pflugerville, TX 78660 Phone: (512) 594-0106	Contract Term	PAYMENT REQUEST AMOUNT
	August 1, 2009 - July 31, 2010	\$0.00

SECTION II - PROGRAM BUDGET AND PAYMENT SUMMARY	
Item	Travis County Funds
1. TRAVIS COUNTY-Funded Program Budget	\$106,371.00
2. Previous Payments Requested (excludes Advance)	
3. AMOUNT OF THIS PAYMENT REQUEST	
4. Total Payments Requested	
5. Balance (Item 1, minus Item 4)	\$106,371.00

SECTION III - CERTIFICATION (Must be completed by Contractor)		
I certify that:		
1. This form and any attachments have been made in accordance with the terms and conditions of the Contract.		
2. All information provided is correct to the best of my knowledge.		
3. This is the Final Payment Request under the referenced contract and that no further claim(s) for reimbursement will be requested.		
4. All funds remaining on Line 5, Balance (above) are hereby released back to Travis County.		
Authorized Signature	Title	Date
Preparer's Signature	Title	Date

SECTION V - PAYMENT APPROVAL - (Travis County)			
TC HHS & VS Financial Approval	Name and Title	Date	AMOUNT APPROVED
County Account Number	Issue Area	Vendor ID Number	Purchase Order Number

<p>Staff Comments:</p>

**Pflugerville Independent School District
Out-of-School Programs
Contract Period Close Out
Month Ending: _____**

Exhibit 1

Date:
Invoice Number:

Services Provided:
Interlocal Cooperation Agreement between Travis County and the Pflugerville Independent School District
for Out-of-School Program (After the Bell)

Academic School Year (August 31, 2009 - May 28, 2010) Anticipated service dates based on school calendar

	Contract	Actual for month ending:
Program Days:	165	
Cost per Program Day:	627.38	627.38
Not to Exceed:	\$103,518.00	\$0.00 Total Due

Summer Program (June 14, 2010 - July 8, 2010) Anticipated service dates based on school calendar

	Contract	Actual for month ending:
Program Days:	16	
Cost per Program Day:	171.12	171.12
Not to Exceed:	\$2,738.00	\$0.00 Total Due

**Pflugerville Independent School District
Out-of-School Programs
Month Ending: _____**

Exhibit 1

Date:
Invoice Number:

Services Provided:
Interlocal Cooperation Agreement between Travis County and the Pflugerville Independent School District
for Out-of-School Program (After the Bell)

Academic School Year (August 31, 2009 - May 28, 2010) Anticipated service dates based on school calendar

	Contract	Actual for month ending:
Program Days:	165	
Cost per Program Day:	627.38	627.38
Not to Exceed:	\$103,518.00	\$0.00 Total Due

Summer Program (June 14, 2010 - July 8, 2010) Anticipated service dates based on school calendar

	Contract	Actual for month ending:
Program Days:	16	
Cost per Program Day:	171.12	171.12
Not to Exceed:	\$2,738.00	\$0.00 Total Due

12

TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Voting Session 07/28/09

Work Session: _____

- I. A. Request made by: (Sign) Joseph P. Gieselman, Executive Manager Phone # 473-9383
- B. Requested Text: Discuss proposed License Agreement for Temporary Construction Area at Richard Moya Park with the City of Austin.
- C. Approved by: Margaret J. Gomez by law
Margaret Gomez, County Commissioner, Precinct 4

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies of agenda request and backup).
- B. Please list all the agencies or officials names and telephone numbers that might be affected or involved with the request. Send a copy of this Agenda Request and backup to them:

Charles Bergh	854-9383	Keith Coburn	854-9383
Robert Armistead	854-9383	Julie Joe	854-9415
Kurt Nielson	854-9383	Jon White	854-9383

- III. Required Authorizations: Please check if applicable:

 Planning and Budget Office (854-9106)
 Additional funding for any department or for any purpose
 Transfer of existing funds within or between any item budget
 Grant

 Human Resources Department (854-9165)
 A change in your department's personnel (reclassifications, etc.)

 Purchasing Office (854-9700)
 Bid, Purchase Contract, Request for Proposal, Procurement

 County Attorney's Office (854-9415)
 X Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

(See reverse side for legal citation of Open Meetings Exceptions)

RECEIVED COUNTY JUDGE'S OFFICE 09 JUL 10 PM 1:46



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
(512) 473-9383
FAX (512) 473-9436

July 8, 2009

MEMORANDUM

TO: Members of the Commissioners' Court

FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: License Agreement for Temporary Construction Area at Richard Moya Park

Agenda Item:

Consider and take appropriate action on a license agreement with the City of Austin for a Temporary Construction Area (TCA) at Richard Moya Park.

Summary and Staff Recommendation:

The purpose of this TCA license is to allow the City of Austin to occupy a small area of Moya Park on the south bank of Onion Creek to construct erosion control measures at the City owned FM 812 landfill. The anticipated beginning date of the project is August 2009 and lasting approximately six (6) months. The project will not affect Park operations.

TNR recommends approving the proposed agreement for the purpose of allowing the City of Austin to install erosion control measures on the southern bank of Onion Creek in an effort to stabilize the creek bank.

Budgetary and Fiscal Impact:

The agreement allows the City of Austin to do work that is necessary for protection of Onion Creek. No County funds will be required.

Issues and Opportunities:

The instability of Onion Creek's banks as it flows past Moya Park and the City of Austin's FM 812 landfill has been a problem for Travis County as well as the City of Austin. Both the County and City have had to install erosion control measures to try and stabilize the creek banks as a result of frequent flooding. In the latest effort to stabilize the south bank, the City is proposing to rebuild erosion control measures that were constructed in the 1990's and are beginning to fail.

Background:

Onion Creek's banks in southeast Travis County are unstable and vulnerable to collapse given that the creek floods frequently during heavy storm events. In the 1990's a catastrophic failure of the south bank (City's FM 812 landfill side) devastated many old growth cypress trees completely changing the look of the Park as well as the creek. In an effort to stabilize the north bank in the

Park, the County constructed a gabion-hardened wall along part of the creek. The City has also constructed erosion control measures on the south bank, across from the park, in an effort to halt bank erosion and instability. Over the years, the City's erosion control measures have begun to fail as a result of floods scouring the bank.

To address the erosion control measures that are failing, the City proposes to construct a new reinforced armored bank in August 2009 that will stabilize the bank from the processes of nature and time.

Required Authorizations: Julie Joe, County Attorney

Exhibits: License Agreement for Temporary Construction Area in Richard Moya Park

cc: Chris Gilmore, CA
Julie Joe, CA
Charles Bergh, Parks
Robert Armistead, Parks
Kurt Nielson, Parks
Jon White, EQ
Tom Weber, EQ
Keith Coburn, EQ



City of Austin

Public Works Department, P. O. Box 1088, Austin, TX 78767-8839
Project Management Division & Engineering Services Division
505 Barton Springs Rd., Suite 900, Austin, TX 78704
Telephone: (512) 974-7221 Fax: (512) 974-7203

May 29, 2009

Ms. Julie Joe
Travis County
314 East 11th Street, Suite 400
Austin, TX 78701

Re: License Agreement for Temporary Construction Area in Richard Moya Park

Dear Ms. Joe:

Attached are five original copies of the proposed License Agreement for Temporary Construction Area in Richard Moya Park. These have been signed by the City of Austin, and are submitted for execution by the County.

Please review the document and, if satisfactory, execute and return two (2) copies with original signatures to my attention at One Texas Center, 505 Barton Springs Road, Suite 900, Austin, Texas 78704.

If you have any questions, please contact me at (512) 974-7145.

Sincerely,

Steve R. Nelson
Project Management Division
Public Works Department

cc: file

Attachment

conditions as set out in this License Agreement.

2.0 TEMPORARY CONSTRUCTION AREA

LICENSEE agrees to limit its construction activities to the area (“Temporary Construction Area”) as shown on **Exhibit A** attached hereto and made a part hereof.

3.0 CONSIDERATION

The mutual promises contained herein shall constitute consideration for this Licensing Agreement.

4.0 ADDITIONAL CONSIDERATION AND SPECIAL CONDITIONS

4.1 No tree within the PROPERTY may be removed or disturbed by LICENSEE or its contractors without prior written approval of the LICENSOR.

4.2 The PROPERTY will be restored by LICENSEE to substantially the same condition that existed prior to the construction activities.

4.3 Any existing fencing that is moved or disturbed within the PROPERTY will be restored, replaced, or rebuilt with a new fence, by LICENSEE, with said new fence to be of like kind or style, of the same or higher level of quality, and in the same location as existed prior to removal of existing fence.

4.4 The City of Austin is self-insured under a self-insurance program established by the City to cover any and all liabilities.

4.5 LICENSEE shall be solely responsible for the costs and the securing of any permits required for use of the PROPERTY under this License Agreement.

4.7 LICENSEE shall not use the PROPERTY for any purpose other than that set forth herein.

5.0 TERM OF LICENSE

The license granted to herein shall terminate upon completion of the work within the Temporary Construction Area, but in no event later than December 31, 2010.

6.0 LIABILITY

Each party is responsible for its own proportionate share of liability for its negligent acts and omissions for claims, suits, and causes of action, including claims for property damage, personal injury and death, arising out of or connected to this

Agreement and as determined by a court of competent jurisdiction, provided that the execution of this Agreement will not be deemed a negligent act.

7.0 NON-ASSIGNMENT OF RIGHTS

LICENSEE may not assign this License Agreement or any portion or right thereof without the prior written consent of LICENSOR.

8.0 AMENDMENTS

This License Agreement may be amended only by written instrument signed by both LICENSOR and LICENSEE. IT IS EXPRESSLY ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, REPRESENTATIVE, OR EMPLOYEE OF LICENSOR HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF THIS LICENSE AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

9.0 NON-WAIVER AND RESERVATION OF RIGHTS

9.1 No act or omission by LICENSOR may constitute or be construed as a waiver of any breach or default of LICENSEE which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this License Agreement shall not be construed as a waiver of that right or privilege.

9.2 All rights of LICENSOR under this License Agreement are specifically reserved and any act or omission shall not impair or prejudice any remedy or right of LICENSOR under it. Any right or remedy stated in this License Agreement shall not preclude the exercise of any other right or remedy under this License Agreement, at law or at equity, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

10.0 VENUE AND CHOICE OF LAW

The obligations and undertakings of each of the parties to this License Agreement are performable in Travis County, Texas, and this License Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising out of this License Agreement will lie in the appropriate court of Travis County, Texas.

11.0 NOTICES

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

11.2 The address of LICENSEE for all purposes under this License Agreement shall be:

Lauraine Rizer, Manager, Real Estate
Contract & Land Management Department
City of Austin,
P.O. Box 1088
Austin, Texas 78767-1088

With copies to:

Steve R. Nelson, P.G.
City of Austin Public Works Department
Project Management Division
Phone: 512.974.7145
Fax: 512.974.7203
Pager: 512.802.3412

11.3 The address of LICENSOR for all purposes and all notices under this License Agreement shall be:

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

With copies to:

Joseph Gieselmann, Executive Manager (or successor)
Travis County Transportation and Natural Resources Dept.
P.O. Box 1748
Austin, Texas 78767
And

Honorable David Escamilla (or successor)
Travis County Attorney

P.O. Box 1748
Austin, Texas 78767

11.4 Each Party may change the address for notice to it by giving notice of the change in compliance with this Section.

12.0 MEDIATION

When mediation is acceptable to both parties in resolving a dispute arising under this License 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 §154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

13.0 SEVERABILITY

If any portion or portions of this License Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

14.0 ENTIRETY OF AGREEMENT

This License Agreement represents the sole, entire, and integrated Agreement between LICENSOR and LICENSEE with respect to the subject matter herein and supersedes all prior negotiations, representatives, or agreements either oral or written.

IN WITNESS WHEREOF, LICENSOR and LICENSEE have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

LICENSOR:

.....
TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

Date: _____

LICENSEE:

CITY OF AUSTIN

By: Lauraine Rizer
Lauraine Rizer, Manager, Real Estate
Contract & Land Management Department

Date: 5-25-09

Exhibit A

TRAVIS COUNTY
20' WIDE WASTEWATER EASEMENT
TO THE CITY OF AUSTIN
VOL. 9133 PAGE 291

MATCH LINE

BURLESON ROAD

1257.14'

N 61° 23' W 300.00'

N 61° 23' W 149.88'

N 47° 10' W 109.37'

N 87° 56' W 93.76'
N 68° 16' W 154.6'

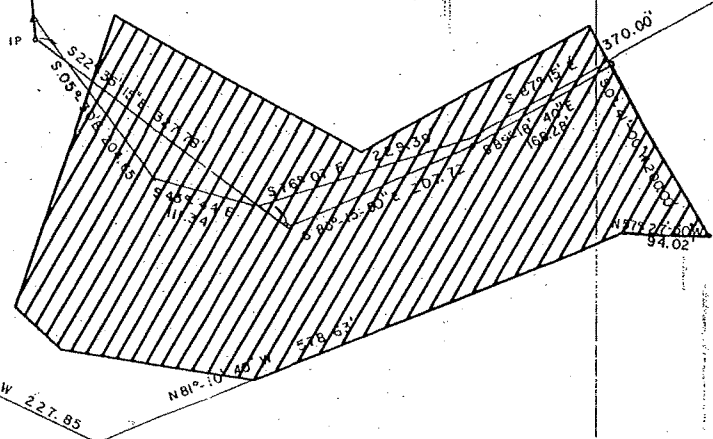
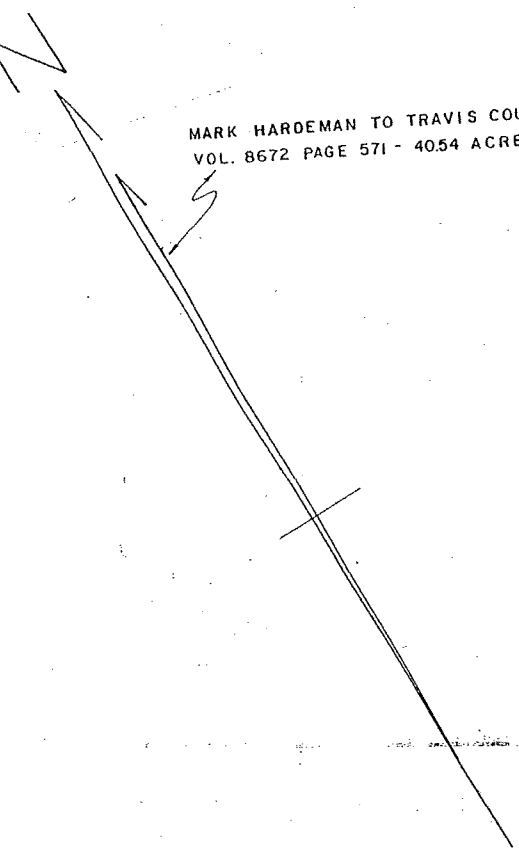
1" = 100'

C. TABB HARRELL TO TRAVIS COUNTY
VOL. 6955 PAGE 14.34 ACRES 5-7-1980

C. TABB HARRELL TO TRAVIS COUNTY
VOL. 6955 PAGE 351 - 14.18 ACRES - 5-7-

MARK HARDEMAN TO TRAVIS COUNTY
VOL. 8672 PAGE 571 - 40.54 ACRES 6-15-1984

SADIE RHAЕ CUTBIRTH TO TRAVIS COUNTY
VOL. 6955 PAGE 325 - 33.75 ACRES 5-7-1980



MATCH LINE

S 65° 42' E 120.00'

S 75° 43' E 75.79'

N 89° 45' E 380.00'

N 89° 45' E 380.00'

N 89° 22' E 190.00'

S 30° 16' W 148.65'

S 57° 23' E 120.53'

S 72° 15' E 29.00'

S 62° 05' E 41.15'

S 60° 45' E 135.01'

S 61° 09' 85.84'

S 54° 28' 131.04'

For your consideration...

Friday, July 10, 2009

Judge Samuel T. Biscoe
Travis County Judge
314 W. 11th Street, #520
Austin, TX 78701

Dear Judge Biscoe:

Please accept this letter in consideration of my reappointment to the Animal Advisory Commission. I am currently the Vice-Chair of the City of Austin/Travis County Animal Advisory Commission, Vice President of the Central Texas Animal Alliance, a member of the American Kennel Club, a member of the American Quarter Horse Association, a member of the Texas Farm Bureau Federation, a member of Austin Pets Alive and a member of Fix Austin.

I am pleased to report that we are making significant headway in changing policies and procedures at Town Lake Animal Center as a result of the Austin City Council's passage of the following resolution on January 15, 2009...

Approve a resolution directing the Animal Advisory Commission to evaluate and make recommendations on policies and programs proven to be effective at reducing the killing of homeless animals, including, but not limited to, policies and programs related to reducing the intake, and increasing live outcomes of sheltered animals. (Council Member Randi Shade, Council Member Mike Martinez, Council Member Laura Morrison)

Following Council's directive, the Commission unanimously adopted a series of recommendations (separate attachment). I am eager to work with Council and the Commissioners Court to ensure that the recommendations are enacted by City Staff.

I welcome the opportunity to continue my service on animal welfare issues as Vice-Chair of the Animal Advisory Commission and would be honored by your support. If you have any questions, please do not hesitate in contacting me. Thank you for your consideration.

Sincerely yours,

Larry Tucker



City of Austin Animal Advisory Commission Report to Council Regarding Recommendations

Dear Mayor and Council Members,

On January 15, 2009, you passed a resolution observing that the “City of Austin has a long-standing goal of ending the euthanization of adoptable pets at its animal shelter, but we have much to do to meet this goal,” and directing us “to evaluate and make recommendations on policies and programs proven to be effective at reducing the killing of homeless animals, including, but not limited to, policies and programs related to reducing the intake, and increasing live outcomes of shelter animals.” We have dedicated five Commission meetings to implementing your directive, and we thank you for the opportunity to provide input on this very important subject.

Report Summary:

It is our conclusion, that with a renewed focus on and dedication to life-saving solutions, Austin’s Town Lake Animal Center could save as many as—or more than—ninety percent of animals that enter the shelter within eighteen months. Austin is a progressive community of animal lovers who overwhelmingly support our city’s lost and homeless pets. The City of Austin, along with non-profit organizations like Emancipet, the Austin Humane Society, Austin Pets Alive!, Animal Trustees of Austin, FixAustin.org, the ASPCA and countless others, have dedicated tremendous resources towards improving the outlook for homeless dogs and cats. If the City’s shelter rigorously implements the proven programs and policies we detail in this letter, Austin can and should quickly join the ranks of America’s “No Kill” communities.

I. RECOMMENDATIONS TO INCREASE LIVE OUTCOMES

A. Comprehensive Adoption Program

Town Lake Animal Center should immediately design and implement a comprehensive program to increase adoptions of impounded animals. This program should include:

1. Off-site adoption locations throughout the City and County staffed seven days a week in high-traffic areas. This is a core life-saving program of highest importance to reducing Austin’s kill rate and can be expected to save several thousand additional lives each year;
2. Mechanisms (such as a partnership with EmanciPET) to increase the capacity of the shelter to make more impounded animals available and ready for adoption;

3. Employing training techniques to solve treatable behavioral issues in impounded cats and dogs;
4. Ending the option of killing any healthy and non-aggressive animal while cages or kennels are unused;
5. Developing a plan to maximize the utility and usage of the Davenport Building and existing shelter structures in compliance with the Council's October 2007 directive; and,
6. Implementing a public-awareness campaign to educate the public about the adoptable and lovable nature of shelter animals (including establishing long and short-term media partnerships).

Each of these programs, if implemented, should be anticipated to increase the number of impounded dogs and cats adopted from Austin's animal shelter. To maximize live outcomes and avoid budgetary increases, staff should train and trust volunteers to conduct core life-saving programs like off-site adoptions, behavioral training, and public relations. Staff should also work with non-profit groups like EmanciPET and Animal Trustees of Austin to find ways to become more efficient in making animals ready for adoption.

B. Large-Scale Volunteer Foster Program

Austin's animal shelter should design and implement a large-scale volunteer foster program to immediately increase shelter capacity in order to save more lives. In a progressive community like Austin, it is an achievable goal that no healthy kitten or puppy should be euthanized as a result of being too young for adoption. The shelter management should train and trust volunteers to play a core life-saving role in fostering dogs and cats. A foster program on the scale of other communities should be our goal. Volunteers in Charlottesville, Virginia, fostered 1,700 animals in 2007 in a community of roughly 100,000 residents. Said another way, about one animal was fostered for every 60 residents in the community. If TLAC implemented a foster program to the same scale, over 11,500 animals would be fostered—more than the number of animals predicted to be euthanized at the shelter this year. Foster programs can be cost-effective and revenue-neutral because fosters pay for food and shelter and the City retains adoption fees (and avoids disposal costs) for every additional life saved.

II. RECOMMENDATIONS TO DECREASE SHELTER INTAKE

A. Reduce the Euthanasia of Owned Animals

One of the key ways to reduce shelter killing is to increase the number of already-owned animals being returned to their homes. The shelter should do this in three ways:

1. Replicate the policies of cities (like Reno, Nevada) that have significantly higher return-to-owner rates and implement policies designed to train Animal Control and Austin Police Department officers to identify additional opportunities to return animals to their homes. Efforts should include outfitting officers with microchip scanners, and engaging the community where a dog or cat is found. Microchip scanners can be placed in all fire stations so lost pets can be identified and returned to owners. All available efforts should be made to return already-owned animals (whether indicated by condition of animal or presence of collar) to their owners.
2. Prepare an owner-surrender disclaimer to ensure that an owner surrendering his animal to TLAC fully understand the chances of the animal being adopted or killed. The disclaimer should clearly indicate the number of animals killed in the prior year, and shelter staff should read the disclaimer to persons contemplating surrendering their pet.
3. Provide resources, such as a Pet Safety Net Hotline and owner counseling, to provide alternative solutions to owners contemplating pet surrender. The shelter should partner with the City's 311 service, the Statesman Inside Line, the ASPCA, and/or the Denver Hotline to help owners solve routine problems before they lead to owner surrenders.

B. Reduce Feral-Cat Euthanasia

There is no reason to kill a healthy, feral cat in the City's animal shelter. Other communities throughout the United States have demonstrated success in dramatically reducing feral-cat intake through aggressive trap-neuter-release programs. The shelter should partner with rescue groups, other non-profits, and volunteers to implement and fund the program. In addition, the City should help rescue groups maintain feral cat colonies by setting up food donation sites, educating the public, and coordinating the purchasing and distribution of food.

C. High-Volume, Free and Low-Cost Spay/Neuter

The City shelter should maintain its efforts to help EmanciPET and Animal Trustees of Austin provide free and low-cost spay/neuter services. It is estimated that eighty percent of Austin's pet owners already spay and neuter their pets, and cost is the primary reason other owners do not do so. The City should continue its efforts to promote spay/neuter in order to continue reducing

shelter intake. Shelter staff should also work with the veterinary community to design partner programs to reduce shelter intake.

III. RECOMMENDATIONS FOR STRUCTURAL CHANGES TO ENHANCE LIFESAVING

We recognize that saving the lives of our community's lost and homeless pets is about more than specific programs. It is also about the overall objectives and management of animal-services tasks. Accordingly, we also recommend that the City of Austin:

A. Revise the Mission of Animal Services

The City Council should revise the goals and objectives of Austin's Animal Services to reflect Council's clear directive to reduce the killing of lost and homeless pets by increasing live outcomes and reducing shelter intake. The Council should formally adopt a goal of saving 90% of impounded animals, a goal that has proven reachable in communities all across the United States. In addition, additional performance measurements should be included in TLAC's monthly and annual reports. For example, reports should include the number of animals adopted at TLAC off-site adoptions, the number of animals fostered in TLAC's foster program, and the number of animals transferred to each partner program that rescues ten or more animals annually.

B. Ensure a Compassionate Management and Staff

The City Manager should ensure that the Animal Services Department is fully onboard with the Council's new directive to make Austin a "No Kill" City by saving 90% of impounded animals. Shelter management and staff should clearly identify and implement the Council's goals of increasing live outcomes and reducing shelter intake. Any employees of the shelter who reject the Council's directives either through disagreement or lack of effort should be removed or reassigned.

C. Public Involvement and Candor

In order for Austin to become a "No Kill" City, Austin's shelter must engage the public, trust the public, and repeatedly ask for its assistance. This includes galvanizing adopters and volunteers and asking for donations and fosters. Rather than seeking to blame the public for the pet "problem," the shelter should ask the public to be the "solution." In addition, the shelter should aim to be candid with the public at all times, including being honest about the shelter's kill rate. Finally, the shelter should completely revamp its website, providing (1) much more information about each animal in its care (including where a stray animal was picked up, personality traits if

known, etc.), (2) candor about the number of animals killed at the shelter, and (3) opportunities to help reduce the unnecessary killing of sheltered animals.

D. Explore Outsourcing Possibilities

The City Manager should explore the possibility of outsourcing. Private partners, rescue groups, and non-profits should be permitted to bid on services (such as adoption, veterinary care, etc.) that they may be able to perform at substantially reduced costs.

IV. CONCLUSION

We sincerely thank you, the Austin City Council, for giving us the opportunity to provide our recommendations for the implementation of policies and programs that will increase live outcomes and reduce shelter intake at Town Lake Animal Center. We firmly believe that with the right policies and programs in place, Austin can and should quickly become a national leader in animal sheltering—saving the lives of 90% or more of our community’s impounded dogs and cats.

14



Travis County Commissioners Court Agenda Request

Voting Session: July 28, 2009 (Date) Work Session: _____ (Date)

I. A. Request made by: Sherri E. Fleming Phone: 854-4100
(Signature of Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested Text:

Consider and Take Appropriate Action on Request from Travis County Health and Human Services & Veterans Service Regarding Collaboration on the Austin Healer Women Intervention Project with The University of Texas, the Austin/Travis County Health and Human Services Department, and the Travis County Healthcare District.

C. Approved by: _____
Signature of Commissioner(s) or County Judge

Signature of Commissioner(s) or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request
(Original and eight copies)

B. Please list all of the agencies or officials' names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

- ___ Additional funding for any department or for any purpose
- ___ Transfer of existing funds within or between any line item budget
- ___ Grant

Human Resources Department (854-9165)

- ___ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

- ___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- ___ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGES OFFICE
09 JUL 22 PM 2:50

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.




**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERAN SERVICES
100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767**

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

DATE: July 28, 2009

TO: Members of the Commissioners Court

FROM: 
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veteran Services

Proposed Motion:

Consider and Take Appropriate Action on Health and Human Services & Veterans Service on Request to Fund \$110,000 for the Austin Healer Women Intervention Project - in collaboration with The University of Texas at Austin, the Austin/Travis County Health and Human Services Department, and the Travis County Healthcare District.

Summary and Staff Recommendations:

Staff recommends approval of \$110,000 – the amount remaining in one-time funding for HIV Programs targeted to the minority residents of the County and allocated in the HHS&VS FY09 Budget for such programming.

The funding is to be able to implement a pilot project called “Healer Women”, a 10-week behavior change program that focuses on physical and behavioral health with special emphasis on HIV prevention for African American women.

This project will include the University of Texas School of Social Work faculty as well as their Center for Social Work Research, the City of Austin, the Travis County Healthcare District, and Travis County HHS/VS.

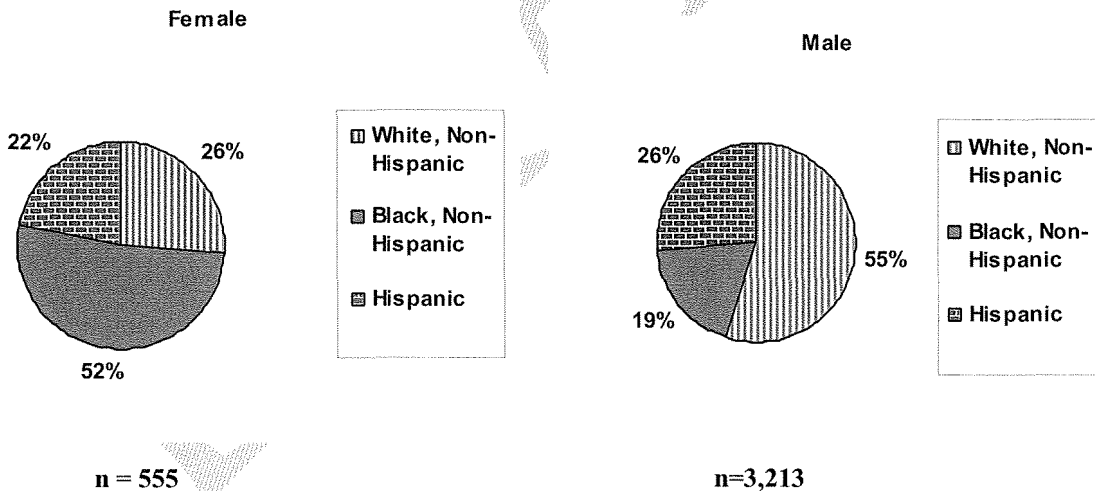
Issues and Opportunities:

PROJECT OVERVIEW: Austin Healer Women: A Culturally Congruent HIV Prevention Model

Rationale: African Americans now account for over fifty percent of new HIV infections, although they represent only 12% of the U.S. population (Centers for Disease Control, 2008).

Nationally, African American women account for 69% of new HIV diagnoses among women, and AIDS is the number one cause of death for African American women aged 25-34 years (CDC, 2007). Texas is the fourth leading state among HIV cases, and while the HIV case rate in 2006 for all females in Texas is 6.8 cases per 100,000, the rate for African- American females is significantly higher at 36.6 per 100,000.¹ In Travis County in 2008, African American women accounted for 10% of new HIV diagnoses² while comprising a mere 4.7% of the county population³. According to the office of Austin Travis County Health and Human Services Department HIV/AIDS Surveillance, 52% of females living with HIV/AIDS in Travis County are African American. The rate of newly reported HIV cases among African American women in Travis County in 2007 was 23.2, while that of white women and Hispanic women was 2.3 and 3.6, respectively.⁴

Race/ethnicity by sex of living HIV infections (including AIDS) to date - Travis County, Texas⁵



¹ Texas Department of State Health Services, HIV And AIDS in Texas, 2006. <http://www.dshs.state.tx.us/hivstd/stats/Epi2006/HIV06.pdf>, accessed 7/20/09

² Texas Department of State Health Services, HIV/STD Epidemiology and Surveillance Branch. eHARS, July 2009.

³ Texas State Data Center, Estimates of the Population by Age, Sex, Race and Ethnicity for Travis County, 2007. <http://txsdc.utsa.edu/tpepp/2007ASREstimates/alldata.pdf>, accessed 7/20/09.

⁴ Austin Travis County Health and Human Services Department HIV/AIDS Surveillance, Cross Program Surveillance Meeting Presentation, March 27, 2009.

⁵ Living data for reported Travis County Texas was generated March 27, 2009 (Source: Austin/Travis County Health & Human Services Department: Cross Surveillance Program Meeting Presentation..

Poverty, chemical dependency, lack of accessible healthcare, mistrust of medical and other institutions, institutionalized racism, and other related disparities have shaped the epidemic for African Americans (Gilbert, 2003). This is no less the case in Austin/Travis County, where African Americans are concentrated in poor and underserved areas. In Travis County in 2006, the rate of death for HIV in the African American community was 26.5, while Whites and Hispanics had an HIV mortality rate of 2.5 and 1.6, respectively.⁶ Very little has been done to adequately address this alarming health disparity in Austin.

Ten years ago the 1998 ICF-Kaiser Report submitted to the Greater Austin Chamber of Commerce warned that Austin had the greatest racial inequality of all the cities reviewed in the study.

Three years ago the City of Austin initiated steps to address health disparities through establishing the Austin/Travis County African American Quality of Life Health Initiative (AAQOLH) as a component of the Austin/Travis County Department of Health and Human Services (Public Health and Community Services division). The AAQOLH is committed to supporting health promotion in the African American community through culturally specific prevention programs with an emphasis on programs that overcome historical, race-based barriers to health services utilization.

To further address African American health disparities, this project aims to establish an infrastructure for the long-term implementation of a culturally congruent, structural HIV intervention, the Healer Women Prevention Project, to address HIV and other disease prevention with African American women in Austin/Travis County.

Dorie J. Gilbert, Ph.D. brought this proposal to the attention of our staff at our request. Dr. Gilbert is an Associate Professor of Social Work and African, Women's & Gender Studies, and African American Studies at the University of Texas at Austin. Her research has focused on "cognitive, behavioral, and developmental challenges for socially stigmatized populations, with a special focus on women and persons of color living with HIV or AIDS."⁷

Why Healer Women Project? In Austin/Travis County, two female-targeted, HIV prevention programs, Real AIDS Prevention Program (RAPP) and the SISTA (Sisters Informing Sisters about Topics on AIDS) program, are implemented as primary prevention programs. However, RAPP is not specific to African American women and therefore not culturally-congruent for African American/Black women. While limited studies document success of SISTA around condom use, this program has been downgraded from the CDC evidence-based interventions due to nationwide problems with fidelity in implementation (CDC, 2007).

Further, programs that have condom use as their primary and sometimes sole focus are insufficient because they do not address the complexity of prevention for African

⁶ Lyudmila Baskin, Department of State Health Services, 7/21/09.

⁷ Faculty biography on the UT School of Social Work website (<http://www.utexas.edu/ssw/faculty/gilbert/>) Accessed on 1.27.09.

American women (Beatty, Wheeler & Gaitor, 2004; Gilbert & Goddard, 2007). As an Africentric intervention, the Healer Women Prevention Project⁸ addresses mental health, quality of life, and structural barriers for African American women by fostering a general sense of positive self regard and health promotion (Gilbert & Goddard, 2007).

Longer and more comprehensive than RAPP or SISTA, the Healer Women curriculum is comprised of 10 modules with eighteen teaching units delivered over 10 weeks. Based on the African Centered Behavioral Change Model (Nobles & Goddard, 1993; Gilbert & Goddard, 2007), the program's objective is to enhance the resilient capacity of African American women so that they are better able to engage in health promotion and life-sustaining activities.

Behavioral change is targeted in the context of *Cognitive Restructuring* (changing the way women think and feel about themselves); *Cultural Re-alignment* (re-instilling traditional African and African American "cultural" values into women to infuse protective factors); *Character Refinement* (reconfiguring the attitudinal attributes and behavioral disposition in women so that they act in ways that produce health and well-being).

The curriculum is delivered by trained African American female facilitators in a community-based setting and includes behavioral skills practice, group discussions, lectures, role-playing, videos that discuss prevention of STDs, and take-home exercises.

The intervention has been evaluated based on a quasi-experimental, two group pre-post design with an intervention and a comparison group (Nobles, Goddard, and Gilbert, under review). The outcome data from a 2-year study in Oakland, CA show significant change from pre-test to post-test in:

- Cultural Realignment (i.e., less depression, increased motivation, increased hopefulness about present and future quality of life);
- Cognitive Restructuring (i.e., increased self worth, less fatalism, increased sense of control over one's life, increased ability to protect self from HIV); and,
- Character Development (i.e. increased sense of health promotion, stronger attitudes against drug use and having unprotected sex).

Implementation. The implementation consists of four components: 1) conduct Healer Women Training of Trainers to establish local program facilitators; (2) implement three 10-week trials of the Healer Women Prevention Program; (3) evaluation; and (4) establishing long-term implementation of prevention program through coordination with community collaborators.

⁸ The Healer Women Fighting Disease Project was developed by researchers Lawford Goddard and Wade Nobles at the Institute for the Advanced Study of Black Family Life & Culture in Oakland, CA and funded by the Substance Abuse Prevention and HIV Prevention in Minority Communities Initiative, Center for Substance Abuse Prevention, Substance Abuse and Mental Health Services Administration (SAMHSA).

Agency-Community Collaboration. Central to the success of training and replication of the Healer Women prevention model in Austin/Travis County is a continuum of involvement across key African American empowerment networks (i.e., hair salons and barbershops, churches/faitn-based institutions, Black neighborhood associations) and local HIV/AIDS organizations and the city/county health departments to penetrate the African American community.

Potential community collaborators would include HIV/AIDS Organizations, Black Hair Stylists and Barber Associations, the Black Faith-Based Health Initiative, Creative Initiative (a Black-operated CBO), AAQOLH Initiative, Planned Parenthood, and the Northeast Community Council of Austin.

Ultimately, the goal is to establish a long-term infrastructure for sustained implementation of the Healer Women Prevention Project in the Austin/Travis County community.

Budgetary and Fiscal Impact:

- \$110,000 is the amount that will be required to cover the cost of the program (the part funded by the County) from August 1, 2009 – July 31, 2010.

001-5891-611-6290 (Social Service Contract Agency Account.)

Background:

Travis County and the City of Austin fund a broad array of social services across targeted populations, including individuals with HIV/AIDS, in order to maintain or improve overall health, safety, and quality of life. Continuing local funding for HIV/AIDS services is part of the Maintenance of Effort requirement of the Ryan White Comprehensive AIDS Resources Emergency (CARE) Act Title I grant. The County and City General Fund support for these contracts helps secure approximately \$4 million in annual funding under Ryan White Title I. The Travis County Healthcare District provides core medical services for persons with HIV/AIDS in Travis County.

County on-going investments are two-fold:

- I. HIV Social Service Contracts - \$467,137
 - AIDS Services of Austin (ASA) - \$391,437
 - The Wright House Wellness Center, Inc. - \$75,700
- II. Public Health Interlocal Agreement with Austin/Travis County Health & Human Services Department
 - Public Health Department Programs for HIV Education, Outreach, and Prevention - \$208,156

The total amount of on-going funds for HIV/AIDS Programming in FY 08 was \$675,293.

In March 2008, the local funding entities met and agreed to take the lead in FY08 on various collaborative efforts in regard to HIV/AIDS in Travis County:

1. Comprehensive Plan for HIV/AIDS in Travis County led by Travis County HHS/VS;
2. Nutritional Counseling and Education on Wise Choice of Foods – by Travis County HHS/VS--AgriLife
3. Short-term and long-term Outreach Activities and Social Marketing led by ATCHHSD—the development of a social marketing campaign is a work in progress. At this time, the vendor is engaging in focus groups with community members to craft the campaign appropriately; and,
4. Travis County Healthcare District – CommUnityCare FQHC - Behavioral Health Component – Behavioral Health specialist from the FQHC System would be working with the intervention groups.
5. Pilot Rapid HIV-Testing in targeted Federally Qualified Health Centers (FQHC's) and possibly ER at Brackenridge as led by TCHD.

Cc: Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office
Contract File

15

BUDGET AMENDMENTS AND TRANSFERS

FY 2009

COUNTY JUDGE'S OFFICE
09 JUL 21 PM 3:58

7/28/2009

AMENDMENTS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1		001	9800	981	9892	Reserves	Allocated Reserves		\$ 66,214	1
		001	1035	631	8124	Gen.Admin.	Purchd Srvc-Infrastructr	\$ 66,214		
A2		001	9800	981	9817	Reserves	Health & Human Serv.Resv.		\$ 110,000	8
		001	5891	611	6290	HHS	Outside Agency Contracts	\$ 110,000		



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: *Leroy W. Nellis*
Leroy W. Nellis, Budget Director

DATE: July 20, 2009

SUBJECT: Waller Creek TIF Agreement Transfer

Attached is the City of Austin annual report on the Waller Creek Tunnel Project TIF. As indicated on the attached calculation, Travis County's tax increment base as of January 1, 2007 was \$228,144,590 and the January 1, 2008 taxable value totaled \$262,804,950. During this period, the appraised value increased \$34,660,360 at a tax rate of \$.4122 and a 50% TIF contribution rate, Travis County's FY 2009 contribution to the TIF totals \$66,213.10. Upon completion of this budget transfer, a check will be sent to the Waller Creek TIF fund. I'll be glad to answer any questions.

Leroy W. Nellis

Xc: Rodney Rhoades
Susan Spataro
Jessica Rio
Katie Petersen

Waller Creek TIF - FY09 Payment Calculation
Per Exhibit E of Waller Creek TIF Agreement with City of Austin

	<u>Travis County</u>
1/1/08 Appraised Value	\$262,804,950.15
Less Tax Increment Base	<u>\$228,144,590.00</u>
Captured Appraised Value	\$34,660,360.15
divided by 100 =	\$346,603.60
multiplied by .4122 =	\$142,870.00
multiplied by 92.69%* =	\$132,426.21
divided by 2 = FY09 Payment	<u><u>\$66,213.10</u></u>

Last Updated 7-23-09 at 3:53pm

AUTOMATED BUDGET ADJUSTMENT FORM

<< Back

100% Find | Next Select a format Export

Budget Adjustment: 17006

Fyr _ Budget Type: 2009-Reg	Author: 9 - BROUSSARD, CHRISTOPHER	Created: 7/20/2009 3:46:36 PM
PBO Category:	Court Date: None	Dept: RESERVES
Just: Other	Transfer from Allocated Reserve to fund FY 09 Waller Creek TIF Payment.	

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			66,214
				66,214
To Account		Project		Amount
001-1035-631-8124	PURCHD SRVC-INFRASTRUCTR			66,214
				66,214

Approvals	Dept	Approved By	Date Approved
Originator	9	CHRISTOPHER BROUSSARD	7/20/2009 3:46:45 PM

Page 1





City of Austin

Founded by Congress, Republic of Texas, 1839

P.O. Box 1088, Austin, Texas 78767-1088

Financial and Administrative Services Department

December 30, 2008

**Samuel T. Biscoe, County Judge
Travis County
314 West 11th Street, # 520
Austin, Texas 78701**

Dear Judge Biscoe,

Chapter 311.016 of the Texas Tax Code requires municipalities that have tax increment financing reinvestment zones in place to submit an annual report to each taxing unit that levies taxes in the reinvestment zones. Attached is the City of Austin's tax increment financing annual report for fiscal year 2007 -2008.

Please contact me at (512) 974 -2283 if you have any questions.

Sincerely,

Leslie Browder
by A. Medina

**Leslie Browder
Chief Financial Officer**



CITY OF AUSTIN
Tax Increment Financing Reinvestment Zone, Numbers 15- 17

ANNUAL REPORT
October 1, 2007- September 30, 2008

Tax increment financing is a tool to finance public improvements within a defined area. A municipality establishes a contiguous geographic area as eligible for tax increment financing by designating a tax increment financing reinvestment zone or a "TIF" zone by adopting an ordinance. The additional tax dollars generated by growth of real property value in the zone are called the increment. A project and financing plan for improvements in each zone is approved by the TIF Board of Directors

Under Chapter 311.016 of the Texas Tax Code, the state requires the governing body of the municipality that created the reinvestment zone to submit an annual report to the chief executive officer of each taxing unit that levies property taxes on real property in the investment zone. The annual report is due on or before the 90th day following the end of the fiscal year of the municipality.

As of September 30, 2008, there are three active tax increment financing reinvestment zones in the City of Austin. The following information for each zone is a required part of the Annual Report:

TIF #15 – Downtown/ CSC Tax Increment Financing Reinvestment Zone

Amount and Source of Revenue in the Tax Increment Fund Established for the Zone

The City of Austin is the only participant in TIF Reinvestment Zone No. 15. The City contributes \$100,000 of its tax increment annually to the TIF. The City of Austin established January 1, 2000 as the base year of the TIF Reinvestment Zone No. 15, with the TIF base valuation dated January 1, 2000.

Amount and Purpose of Expenditures from the Fund

Maintenance and landscaping in the zone are funded by the tax increment revenues collected during the expected 30 year duration of the TIF Reinvestment Zone. No.15. The amount of expenditures is anticipated to be \$100,000 each year as adopted in the enabling ordinance.

Amount of Principal and Interest Due on Outstanding Bonded Indebtedness

The zone will not incur any bonded indebtedness.

Tax Increment Base and Current Captured Appraised Value Retained by the Zone

The tax increment base established January 1, 2000, is \$10,738,950. The 2008 captured appraised value is \$93,485,048.

TIF # 16 – Mueller Redevelopment Tax Increment Financing Reinvestment Zone

Amount and Source of Revenue in the Tax Increment Fund Established for the Zone

Tax Increment Financing Zone No. 16 for the Mueller Redevelopment project was approved by the City Council in December 2004. The City Council established January 1, 2004 as the base year for the TIF. January 1 2008 is the first date where there is taxable property in the Zone. As the project moves forward, previously tax exempt City property is moved to the tax rolls as it is developed. At this time, the City is the only taxing entity participating in this TIF.

Amount and Purpose of Expenditures from the Fund

Development will be funded by the proceeds from land sales in the zone to developers for commercial, residential, and recreational purposes. It is anticipated that certificates of obligation will be issued to reimburse the master developer for infrastructure and marketing costs associated with the developing the site. The certificates of obligation will be repaid primarily with tax increment revenue collected during the expected 30 year duration of TIF Reinvestment Zone No. 16. It is anticipated that certificates of obligation for this purpose will be issued in the summer of 2010.

Amount of Principal and Interest Due on Outstanding Bonded Indebtedness

As indicated above, there is not yet any outstanding bonded indebtedness.

Tax Increment Base and Current Captured Appraised Value Retained by the Zone

The tax increment base for TIF Reinvestment Zone was established January 1, 2004. At that time, the property in the zone was all City owned and was tax exempt. Accordingly, the tax base for this TIF is \$0. Tax year 2007 was the first year in the redevelopment project that the TIF captured appraised value was recorded. For 2007, the taxable value of property in the zone was \$52,866,225. Fiscal year ended September 30, 2008, was the first year the City contributed increment into the fund in the amount of \$213,262.

For tax year 2008, the captured value is \$118,564,874 and this value will generate \$470,925 in revenue for the Mueller TIF in fiscal year 2009.

TIF # 17 – Waller Creek Tunnel Project TIF

Amount and Source of Revenue in the Tax Increment Fund Established for the Zone

Under the terms of the agreement between the City Of Austin and Travis County to participate in and fund the Tax Increment Reinvestment Zone No. 17, the City of Austin will contribute 100% of its tax increment, and Travis County will contribute 50% of its tax increment. The Austin City Council has established January 1, 2008 as the base year of the TIF Reinvestment Zone No. 17, with the TIF base valuation dated January 1, 2007. January 1, 2008 will be the first date for which the TIF captured appraised value will be recorded. Fiscal year ended September 30, 2009, will be the first year in which both the City and Travis County pay their associated tax increment into the TIF fund.

Amount and Purpose of Expenditures from the Fund

Construction will be funded by the issuance of certificates of obligation that will be repaid primarily from the tax increment revenues collected during the expected 20-year duration of TIF Reinvestment Zone No. 17. The issuance of these obligations will not be required until after construction has commenced, which is expected to occur in the summer of 2010.

Amount of Principal and Interest Due on Outstanding Bonded Indebtedness

As indicated above, there is not yet any outstanding bonded indebtedness.

Tax Increment Base and Current Captured Appraised Value Retained by the Zone

The tax increment base is \$236,292,833 for the City of Austin and \$228,144,590 for Travis County. As indicated above, January 1, 2008 was the first date for which the TIF captured appraised value was recorded. Fiscal year ended September 30, 2009, will be the first year in which both the City and Travis County pay their associated tax increment into the TIF fund. The current captured appraised value retained by the Zone for purposes of the City's 100% increment is \$35,484,747. The current captured appraised value for purposes of the County's increment is \$32,830,512, of which only 50% of the taxes collected on the increment is payable into the TIF fund.



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court
Travis R. Gatlin
FROM: Travis R. Gatlin, Sr. Planning and Budget Analyst
DATE: July 20, 2009
RE: Transfer from HHS Reserve for HIV Pilot Program

The Health and Human Services is scheduled to discuss the implementation of Austin Healer Women Intervention Project with the Commissioners Court on July 28, 2009. Please see memo from the department for additional details. The identified funding source is a special one-time HHS Reserve that was established for FY 09 to assist the department completing projects from prior years. This special reserve was established with unspent FY 08 project balances for workforce development, HIV/AIDS resources, and strategic planning. The remaining balance in the reserve is \$110,000 and originated from Commissioners Court approved FY 08 one-time funding for additional HIV/AIDS resources.

The transfer is being placed on the agenda so the funds can be moved to the department to establish a budget for the pilot project. After the transfer, there will be a zero balance in the HHS Reserve. PBO recommends approval of this budget adjustment so the funds can be in place and encumbered for the contract, if approved by Court. PBO has been anticipating the funds would be fully expended this year so there is no impact to the estimated beginning fund balance for FY 10.

PBO notes that it has not fully reviewed the proposed pilot project and recommends that the department include a discussion with the Commissioners Court on the merits of proposal and how this pilot program is the highest priority of the department to receive additional resources for this targeted population.

cc: Sherri Fleming, HHS
Kathleen Haas, HHS
Ana Almaguel, HHS
Cyd Grimes, Purchasing Agent
Rodney Rhoades, PBO
Leroy Nellis, PBO



RECEIVED
09 JUL 17 PM 2:51
TRAVIS COUNTY
PLANNING & BUDGET OFFICE

**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERAN SERVICES
100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767**

MEMO

DATE: July 17, 2009

TO: Travis Gatlin, Sr. Planning & Budget Analyst,
Planning and Budget Office

FROM: *Sharon D. Luby for Sherri E. Fleming*
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and
Veteran Services

**Request to use \$110,000 budgeted in the HHS Reserve
Pilot HIV Program**

Summary and Staff Recommendations:

Staff requests the transfer of \$110,000 – the amount remaining in HHS Reserve for one-time funding for HIV Programs targeted to the minority residents of the County that is budgeted in the HHS Reserve to the department to a pilot HIV program. The dollars are a part of a special one-time

HHS reserve established during the FY 09 budget process. HHS and PBO worked together and identified one-time funds in three areas of the department (Workforce Development, HIV/AIDS, and strategic planning). The Commissioners Court previously approved a transfer to allocate reserve funding for Workforce Development and the resources for strategic planning resources were approved by the Commissioners Court to establish a pilot Social Worker to serve high risk families.

We would like to request the transfer of funds to implement a pilot project called "Healer Women", a 10-week program based on an African American behavior change model that focuses on mental health and HIV prevention for African American women. Our Department plans to present a request to the Court for permission to implement the project on July 28, 2009 and to enter into a contract with the University of Texas.

This project will include the University of Texas School of Social Work, Center for Social Work Research, the City of Austin, the Travis County Healthcare District, and Travis County HHS&VS. Dorie J. Gilbert, Ph.D. brought this proposal to the attention of our staff at our request. Dr. Gilbert is an Associate Professor of Social Work and African, Women's & Gender Studies, and African American Studies at the University of Texas at Austin. Her research has focused on "cognitive, behavioral, and developmental challenges for

socially stigmatized populations, with a special focus on women and persons of color living with HIV or AIDS.”¹

cc: Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, Executive Manager, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office
Contract File

¹ Faculty biography in the UT School of Social Work website (<http://www.utexas.edu/ssw/faculty/gilbert/>) Accessed on 1.27.09.

Budget Adjustment: 16991

Fyr_Budget Type: 2009-Reg
PBO Category: Amendment
Just: CommCodeRq

Author: 58 - MCMARION, CAULA
Court Date: Tuesday, Jul 28 2009
Transfer funds from HHS reserve for to cover Workforce Development RFS

Created: 7/17/2009 2:28:57 PM
Dept: RESERVES

*for HIV Pilot project
7/16*

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9817	HEALTH & HUMAN SERVICES			110,000
				110,000
To Account		Project		Amount
001-5891-611-6290	OUTSIDE AGENCY CONTRACTS			110,000
				110,000

Approvals	Dept	Approved By	Date Approved
Originator	58	CAULA MCMARION	7/17/2009 2:29:24 PM
DepOffice	58	KATHLEEN HAAS	7/18/2009 9:46:11 AM
DepOfficeTo	58	KATHLEEN HAAS	7/18/2009 9:46:15 AM

Kathleen Haas 7/21/09

12

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

Amount	Dept Transferred Into	Date	Explanation
\$6,632,457			Beginning Balance
(\$71,830)	Criminal Courts	10/28/08	Permission to continue-Drug Court Program
(\$4,356)	Cons. Pct. 2	11/4/08	3rd Amendment-Village of the Hills Interlocal for Law Enforcement Services
(\$4,620)	Records Management	11/4/08	Budget Line Item Correction
(\$25,000)	TNR	11/18/08	Envision Central Texas
(\$4,821)	TNR	11/25/08	Traffic Citations
(\$59,553)	General Administration	12/2/08	Intergovernmental Relations Coordinator
(\$20,000)	TNR	12/12/08	Legal Costs
(\$226,436)	HHS	12/16/08	Health Public Interlocal with City of Austin
(\$19,593)	CSCD	2/10/09	After-hours Security Services
(\$1,328,530)	TNR	2/24/09	Vehicles Purchase
\$52,730	HHS	3/4/09	Fund new Social Worker in FY 10
(\$25,000)	County Attorney	3/10/09	Outside Counsel
\$43,397	Criminal Courts	4/7/09	Adult Drug Court Grant Reimbursement
(\$20,269)	Facilities	4/21/09	Security Guard
(\$77,724)	Cons. Pct. 2	5/12/09	Security Guard
\$7,393	Various Depts.	5/29/09	Canceled P.O.s
(\$94,219)	General Administration	6/30/09	Appraisal District Fees
(\$186,728)	Juvenile Probation	7/14/09	Pharmaceuticals expense
\$4,567,298	Current Balance		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
(\$100,000)	Indigent Attn Costs: County Court at Law #8
(\$300,000)	Indigent Attn Costs: Capital Murder Case Costs
(\$39,900)	Ad Space for November Polling Places
(\$158,125)	Resources for Fail Safe Voting
(\$20,000)	Hazmat
(\$16,000)	Hazmat Equipment Maintenance
(\$80,000)	Postage
(\$80,000)	Records Storage
(\$20,000)	Aviation Software
(\$300,000)	Fuel Price Increase
(\$63,500)	Cadaver Contract Increase
(\$100,000)	Family Drug Treatment Court
(\$347,110)	Utility Cost Increase
(\$15,000)	Copy Paper
(\$2,650)	Intergovernmental Relations support
(\$300,000)	Indigent Attn Costs: Capital Murder Cases
(\$184,778)	Drug Court
(\$29,302)	Bilingual Supplemental Pay
(\$100,000)	General Fund Subsidy
(\$700,000)	Reserve for Economic Downturn
(\$230,000)	Reserve for Cost Increases
(\$3,186,365)	Total Possible Future Expenses (Earmarks)
\$1,380,933	Remaining Allocated Reserve Balance After Possible Future Expenditures

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

Last Updated 7-23-09 at 3:53pm

Amount	Dept Transferred Into	Date	Explanation
\$2,865,553			Beginning Balance
\$67,125	Criminal Courts	10/27/08	Return CAR Funding for CCC#8 - Sound System was funded mid-year FY08
\$4,620	ITS Centralized Comp.Serv	11/4/08	Budget Line Item Correction
(\$28,000)	Facilities	11/18/08	Rebudgeting correction HMS Courthouse HVAC Phase 4 Project
(\$500,000)	Sheriff	2/24/09	Software Purchase
(\$68,000)	Facilities	2/24/09	Repair Chiller at CJC/Gault Bldg.
(\$42,696)	TNR	3/24/09	Mini-Excavator
(\$20,045)	Criminal Courts	4/7/09	IT Equipment
(\$23,900)	Civil Courts	4/7/09	IT Equipment
\$2,254,657 Current Reserve Balance			

Possible Future Expenses Against CAR Identified During the FY09 Budget Process:

Amount	Explanation
(\$95,500)	Failing Vehicles Contingency
(\$30,000)	Aviation Software
(\$125,500) Total Possible Future Expenses (Earmarks)	

\$2,129,157 Remaining CAR Balance After Possible Future Expenditures

Compensation Reserve Status (001-9800-981-9803)

Amount	Dept Transferred Into	Date	Explanation
\$5,980 (\$1,820)	HRMD	6/16/09	Beginning Balance - Bilingual Pay Pilot Bilingual Testing
\$4,160 Current Reserve Balance			

Health & Human Services Reserve Status (001-9800-981-9817)

Amount	Dept Transferred Into	Date	Explanation
\$400,000 (\$215,000)	HHS	11/25/08	Beginning Balance Workforce Development RFS
(\$22,270)	HHS	3/4/09	Fund new Social Worker in FY09
(\$52,730)	HHS	3/4/09	Fund new Social Worker in FY10
\$110,000 Current Reserve Balance			

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

Amount	Dept Transferred Into	Date	Explanation
\$1,108,121			Beginning Balance
\$1,108,121 Current Reserve Balance			

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

Amount	Dept Transferred Into	Date	Explanation
\$700,000 (\$700,000)	PBO	5/12/09	Beginning Balance Analysis & Master Plan Study
\$0 Current Reserve Balance			

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

Amount	Dept Transferred Into	Date	Explanation
\$2,347,947			Beginning Balance
\$2,347,947 Current Reserve Balance			

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

Amount	Dept Transferred Into	Date	Explanation
\$41,384,029			Beginning Balance
(\$1,739,335)	ITS	3/24/09	Software and Hardware
(\$3,050,000)	TNR	3/24/09	HMAC
(\$947,604)	Facilities	3/24/09	Precinct 2
(\$621,862)	Facilities	3/24/09	SMART Building
\$3,050,000	TNR	7/2/09	Reimbursement HMAC Program
\$38,075,228	Current Reserve Balance		

BEFIT Auditor Reserve Status (001-9800-982-9902)

Amount	Dept Transferred Into	Date	Explanation
\$621,663			Beginning Balance
(\$1,410)	Auditor	12/17/08	Training Expenses
(\$14,500)	Auditor	12/17/08	Furniture and Training
(\$5,970)	Auditor	1/12/09	Furniture and Printer
(\$4,968)	Auditor	1/12/09	Printer Maintenance & Supplies
(\$6,135)	Auditor	1/27/09	Equip/Supplies for Implementatin
(\$407)	Auditor	1/27/09	Equip/Supplies for Implementatin
(\$275)	Auditor	2/5/09	Equip/Supplies for Implementatin
(\$1,549)	Auditor	2/13/09	Supply Expense
(\$2,522)	Auditor	2/13/09	Supply & Printer Stand
(\$6,391)	Auditor	3/4/09	Printer and Shredder
(\$2,970)	Auditor	3/4/09	Software
(\$4,309)	Auditor	3/4/09	Printer & Shredder Main. & Supp.
(\$485)	Auditor	5/6/09	Supply Expense
(\$1,022)	Auditor	6/30/09	One-time Expense
(\$1,275)	Auditor	7/14/09	Training Expenses
\$567,475	Current Reserve Balance		

BEFIT HRMD Reserve Status (001-9800-982-9903)

Amount	Dept Transferred Into	Date	Explanation
\$82,420			Beginning Balance
\$82,420	Current Reserve Balance		

BEFIT ITS Reserve Status (001-9800-982-9904)

Amount	Dept Transferred Into	Date	Explanation
\$81,095			Beginning Balance
(\$63,124)	ITS	2/19/09	Security Analyst FTE
-3371	ITS	6/2/2009	Furniture & Equip
\$14,600	Current Reserve Balance		

BEFIT Purchasing Reserve Status (001-9800-982-9905)

Amount	Dept Transferred Into	Date	Explanation
\$214,822			Beginning Balance
(\$56,250)	Purchasing	2/5/09	BEFIT Consultant
(\$4,596)	Purchasing	2/26/09	Furniture Purchase
(\$357)	ITS	4/3/09	Telephone Purchase
(\$39,973)	Purchasing	4/3/09	Purchasing FTE for BEFIT
\$113,646	Current Reserve Balance		

17

✓ 16
RECEIVED
COUNTY JUDGE'S OFFICE

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

09 JUL 21 AM 10:42

Please consider the following item for:
07-28-09

I. A. Request made by: Planning & Budget Office

Review and approve requests regarding grant proposals, applications, contracts, and permissions to continue, and take other appropriate actions:

- a) Grant contract with the Texas Department of Family and Protective Service (DFPS) for Health and Human Services and Veterans Services to continue to obtain resources for youth and families participating in the Reintegration Project.
- b) Grant contract with the University of North Texas for the Health and Human Services Department to continue the Seniors and Volunteers for Childhood Immunization Project (SVCI).

Approved by:

Signature of Commissioner(s) or County Judge

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies of agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

- _____ Additional funding for any department or for any purpose
- _____ Transfer of existing funds within or between any line item budget
- _____ Grant

Human Resources Department (854-9165)

_____ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

7/28/2009

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE

FY 2009

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 Amount	County Match	FTEs	Notes	Page #	ARRA
<i>Contracts</i>								
<i>a</i>	58 Texas Dept. of Family and Protective Services (DFPS) Community and Family Reintegration Project	9/1/2009 - 8/31/2010	\$232,000			1	19	
<i>b</i>	58 SVCI (Seniors and Volunteers for Childhood Immunization)	9/1/2008 - 8/31/2009	\$8,845.20		0.25	1	56	

Notes:

- 1 PBO recommends approval.
- 2 PBO does not recommend approval
- 3 Please see PBO recommendation for more information

FY 2009 Grants Summary Report

Outstanding Grant Applications

The following is a list of grants for which application has been made and notification of award has not yet been received. American Recovery and Reinvestment Act (ARRA) and Large Multi-year Grants are bold and italicized. Additional details for these grants are summarized on page XXX.

Dept	Name of Grant	Grant Amount	County Match	Grant Term	FTEs	Cm. Ct. Approval Date
58	<i>AmeriCorp</i>	\$301,429	\$281,599	8/1/2009 - 7/31/2010	20	10/14/2008
49	Flood Mitigation Assistance Planning Grant	\$30,000	\$10,000	12/1/2008 - 11/30/2009		11/7/2008
47	Emergency Management Performance Grant	\$60,215	\$60,215	10/1/2008 - 9/30/2009		12/16/2008
45	Young Offender Planning Grant	\$300,000		10/1/2009 - 9/30/2010	3	12/16/2008
19	Family Violence Accelerated Prosecution Program	\$98,842	\$53,223	9/1/2009 - 8/31/2010	1.39	1/6/2009
45	Parent Project	\$31,110		9/1/2009 - 8/31/2010		2/24/2009
45	JABG (Local) Juvenile Assessment Center	\$87,047	\$9,672	9/1/2009 - 8/31/2010	1.5	2/24/2009
45	Safe and Drug Free Schools CBT Re-Entry Program	\$14,386		9/1/2009 - 8/31/2010		2/24/2009
45	JJDP Front End Therapeutic Services Program	\$35,000		9/1/2009 - 8/31/2010		3/3/2009
55	BJA Justice and Mental Health Collaboration Program	\$200,000	\$50,000	10/1/2009 - 9/30/2011	2	3/10/2009

45	FY 10 BJA Mental Health Court Collaboration- COPE (Collaborative Opportunities for Positive Change)	\$200,000	\$50,000	10/1/2009 - 9/30/2011	2	3/10/2009
37	<i>2009 COPS Hiring Recovery Program (CHRP) ARRA</i>	\$2,273,688		10/1/2009 - 9/30/2012	12	4/7/2009
37	<i>2009 Byrne Justice Assistance Grant (ARRA)</i>	\$495,000		3/1/2009 - 9/30/2012		4/7/2009
45	National School Lunch Program/School Breakfast Program	\$250,000		7/1/2009 - 6/30/2010		4/7/2009
58	<i>21st Century Community Learning Centers, Cycle 6, Year 1</i>	\$2,019,500		8/1/2009 - 7/31/2010	13	4/7/2009
39	<i>Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the US: Enhancing Southern Border Jails, Community Corrections and Detention Operations (ARRA)</i>	\$373,517		8/1/2009 - 7/31/2011	6	4/14/2009
55	Second Chance Act: Prisoner Reentry Initiative Grant	\$176,240	\$175,738	10/1/2009 - 9/30/2010	3	4/14/2009
45	<i>Travis County Mentoring Project (ARRA)</i>	\$498,467		10/1/2009 - 9/31/2013	1.5	4/14/2009
19	Other Victim Assistance Grant (OVAG)	\$99,049		9/1/2009 - 8/31/2011	1	4/14/2009
45	Drug Court/In-Home Family Services Grant	\$175,000		9/1/2009 - 8/31/2010		4/21/2009
45	<i>Byrne Memorial Competitive Grant Supporting Problem Solving Courts (ARRA)</i>	\$537,459		10/1/2009 - 9/30/2011	3	4/21/2009
24	Drug Diversion Court	\$187,952		9/1/2009 - 8/31/2010	1	4/21/2009

59	Travis County STAR Flight Equipment Enhancement	\$283,926		10/1/2009 - 9/30/2010		4/28/2009
37	State Criminal Alien Assistance Program - SCAAP 09	\$37,368,877		7/1/2007 - 6/30/2008		4/28/2009
47	Homeland Security Grant for Videoconferencing Network	\$260,686.41		7/1/2009 - 7/1/2011		4/28/2009
23	Victim Coordinator and Liaison Grant	\$78,000		9/1/2009 - 8/31/2011		4/28/2009
39	Travis County Adult Probation DWI Court	\$210,315		9/1/2009 - 8/31/2010	1	4/28/2009
58	<i>Parenting in Recovery</i>	\$500,000	\$125,000	9/30/2009 - 9/29/2010	1	4/28/2009
22	Family Drug Treatment Court	\$161,568		9/1/2009 - 8/31/2010	2	4/28/2009
45	<i>Juvenile Treatment Drug Court Enhancement Grant from OJJDP</i>	\$424,979	\$141,667	10/1/2009 - 9/30/2013	2.5	5/5/2009
45	<i>Juvenile Treatment Drug Court Enhancement Grant from CSAT</i>	\$799,379	\$0	10/1/2009 - 9/30/2013	0	5/5/2009
37	SCATTF - Sheriff's Combined Auto Theft Task Force	\$634,131	\$324,862	9/1/2009 - 8/31/2010	12	5/5/2009
45	National School Lunch Program/School Breakfast Program-annual renewal	\$250,000		7/1/2009 - 6/30/2010		5/12/2009
40	Offender Reentry Program (Short Title: ORP)	\$400,000		10/1/2009 - 9/30/2010	2	5/19/2009
55	<i>Travis County Management Strategy for Criminal Justice (ARRA)</i>	\$877,234		10/1/2009 - 9/30/2010	4	5/26/2009
49	Onion Creek Greenway - Urban Outdoor Recreation Grant	\$1,000,000	1,000,000	8/21/2008 - 8/20/2011		5/26/2009
37	COPS FY 2009 Technology Program - Firing Range Phase IIa	\$300,000		10/1/2009 - 9/30/2012		5/26/2009

58	<i>Community Development Block Grant (ARRA) CDBG-R</i>	\$226,300		TBD- 9/30/12		6/2/2009
45	Second Chance Juvenile Mentoring Initiative	\$624,148	\$208,049	10/1/2009 - 9/30/2012	3.1	6/9/2009
55	<i>National Initiatives: Adjudication Program</i>	\$150,000		10/1/2009 - 3/31/2011	1.5	6/16/2009
58	<i>ARRA Texas Weatherization Assistance Program</i>	\$4,498,894		8/1/2009 - 7/31/2011		6/23/2009
14	<i>Energy Efficiency and Conservation Block Grants - Recovery</i>	\$2,207,900		10/2009 - 04/2011		6/23/2009
45	Residential Substance Abuse Treatment Program	\$102,888	\$34,296	10/1/2009 - 9/30/2010	1.58	6/30/2009
37	2009 Byrne Justice Assistance Grant - Non ARRA	\$100,000		6/1/2009 - 9/30/2012		7/14/2009
55	Office of Child Representation	\$180,466	\$492,534	10/1/2009 - 9/30/2010	8	7/21/2009
55	Office of Parent Representation	\$187,455	\$485,545	10/1/2009 - 9/30/2010	8	7/21/2009
		\$59,803,126	\$3,150,586		97.07	

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FY 2009 Grants Approved by Commissioners Court

Last Updated 7-23-09 at 3:53pm

The following is a list of grants that have been received by Travis County since October 1, 2008

American Recovery and Reinvestment Act (ARRA) and Large Multi-year Grants are bold and italicized. Additional details for these grants are summarized on page XXX.

Dept	Name of Grant	Grant Amount	County Match	Grant Term	FTEs	Cm. Ct. Approval Date
47	Emergency Management Performance Grant	\$67,200	\$67,200			10/7/2008
58	AmeriCorps	\$288,139.00	\$223,358	8/1/2007 - 7/31/2008	16	10/28/2008
45	Juvenile Justice and Delinquency Prevention (JJDP)- Intensive In-Home Family Services Grant	\$24,864.00	\$223,358	9/1/2008 - 8/31/2009		11/4/2008
58	<i>Parenting in Recovery</i>	\$500,000	\$91,203	9/30/2008 - 9/29/2009	1	11/4/2008
40	OVW FY08 Safe Havens: Supervised Visitation and Safe Exchange Grant Program	\$199,320		10/1/2008 - 9/30/2010		11/4/2008
37	Internal Affairs Software Upgrade	\$50,000		9/1/2008 - 5/31/2009		11/7/2008
37	Office of Community Oriented Policing Program	\$350,738		12/26/2007 - 12/31/2010		11/18/2008
37	State Criminal Alien Assistance Program (SCAAP)	\$1,239,273		7/1/2006 - 6/30/2007		11/18/2008
45	Byrne Memorial ISC Residential Programs	\$103,888		10/1/2008 - 9/30/2009	1	11/25/2008
23	Project Safe Neighborhoods	\$48,518		9/1/2008 - 8/31/2009	0.48	11/25/2008
23	Project Safe Neighborhoods Amendment to FY08	\$51,482		9/1/2007 - 8/31/2010	0.52	11/25/2008

58	Customer Assistance Program Plus 1 Funding <small>Last Updated 07-25-09 at 3:53pm</small>	\$100,000		12/1/2008 - 11/30/2009		12/2/2008
58	Keeping the Warmth Program, Conservation & Energy Efficiency Program	\$20,000		12/1/2008- 11/30/2009		12/2/2008
58	Veterans' Employment and Training Service (Stand Down Grant)	\$7,000		11/15/2008 - 11/16/2008		12/9/2008
49	Travis County Flood Protection Planning Grant	\$195,000	\$465,000	3/27/2007 - 1/31/2009		12/16/2008
58	RSVP	\$61,281	\$6,128	10/1/2008 - 9/30/2009	0.5	12/30/2008
58	RSVP - Texas Department of Aging and Disability Services (TDADS)	\$23,800	\$23,800	9/1/2008 - 8/31/2009		12/30/2008
37	Homeland Security Grant Program - Austin Area Fusion Center - TCSO	\$153,955		9/1/2008 - 1/15/2011	1	12/30/2008
23	<i>Interlocal Agreement for the Austin/Travis County Family Violence Protection Team</i>	\$685,586		10/1/2008 - 9/30/2010	4	1/27/2009
49	Northridge Acres Water Corporation Project	\$250,000		10/18/2005 - 2/28/2009		1/27/2009
24	Formula Grant-Indigent Defense Grants Program	\$429,859		10/1/2008 - 9/30/2009		2/3/2009
37	2008 Byrne Justice Assistance Grant	\$70,002		10/1/2008 - 9/30/2010		2/10/2009
45	Justice and Mental Health Collaboration Program COPE	\$246,662	\$61,666	9/1/2006 - 9/30/2009	1	2/10/2009
45	JABG Juvenile Assessment Center	\$80,889	\$8,988	8/1/2008 - 8/31/2009	1.5	2/10/2009
58	SVCI (Seniors and Volunteers for Childhood Immunization)	\$4,000		10/1/2008 - 9/30/2009	0.25	2/17/2009
58	2008 Comprehensive Energy Assistance Program (CEAP) Amendment 1	\$725,014		1/1/2008 - 12/31/2008		2/17/2009

24	Drug Disposition Court <small>Last Updated: 12/23/09 10:53 am</small>	\$160,041		9/1/2008 - 8/31/2009	1	2/17/2009
22	Drug Court (State) Program	\$98,500		9/1/2008 - 8/31/2009	1	2/17/2009
37	Sheriff's Combined Auto Theft Task Force (SCATTF)	\$66,077		2/1/2009 - 8/31/2009		2/24/2009
58	Oncor Weatherization Project Amendment One	\$32,259		11/1/2008 - 10/31/2009		2/24/2009
49	Del Valle Composting Grant FY09 Regional Solid Waste Grants Program	\$28,653		9/5/2008 - 7/31/2009		3/17/2009
45	Residential Substance Abuse Treatment	\$109,356	\$36,452	10/1/2007 - 9/30/2008	2	3/17/2009
58	2009 Phase 27 Emergency Food and Shelter Program	\$121,773		1/1/2009 - 12/31/2009		3/24/2009
23	Title IV-E Legal Administration	\$1,739,164		9/1/2008 - 9/30/2009		3/24/2009
49	Reimers Urban Outdoor Recreation Grant	1,000,000	\$1,000,000	8/21/2008 - 8/20/2011		3/31/2009
58	Casey Family Programs Community and Family Reintegration Project	\$70,000		3/1/2009 - 1/1/2010		4/7/2009
58	Texas Dept. of Family and Protective Services (DFPS) Community and Family Reintegration Project	\$232,000		10/1/2008 - 8/31/2009		4/14/2009
58	ATCMHMR - Marguerite Casey Foundation Community and Family Reintegration Project	\$89,028		4/1/2009 - 11/30/2010	1	4/28/2009
45	Court Order Parent Education Project (COPE)	\$41,800		11/1/2007 - 9/30/2009	0.5	4/28/2009
17	A Cultural Resources Survey of Rural Properties in Northeast Travis County	\$5,000	\$5,000	10/1/2008 - 9/30/2010		5/5/2009
55	<i>Travis County Mental Health Public Defenders Office</i>	\$250,000	\$375,000	10/1/2009 - 9/30/2010	8	5/5/2009

58	AmeriCorps	\$224,172	\$211,826	8/1/2006 - 7/31/2007	16	5/5/2009
58	AmeriCorps	\$228,120	\$223,358	8/1/2007 - 7/31/2008	16	5/5/2009
22	Drug/Specialty Courts Training Stipends	\$16,200		9/1/2009 - 8/31/2010		5/5/2009
24	Training for Drug Courts	\$8,100		5/1/2009 - 9/30/2009		5/5/2009
39	Drug/Specialty Courts Training Stipend-Travis County Adult Probation DWI	See Note		6/22/2009 - 9/26/2009		5/5/2009
49	Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program Local Initiative Projects Contract with Texas Commission on Environmental Quality	\$816,543.14		5/6/2008 - 8/31/2010		5/26/2009
58	Comprehensive Energy Assistance Program (CEAP)	\$3,098,477		1/1/2009 - 12/31/2009		5/26/2009
45	USDA School Commodities Program	\$12,600		7/1/2009 - 6/30/2010		6/30/2009
58	<i>2009 Phase 27 ARRA Emergency Food and Shelter Program</i>	\$40,554		04/01/2009 - 12/31/2009		7/7/2009
58	AmeriCorps	\$228,040	\$225,977	8/1/2008 - 7/31/2009	16	7/7/2009
37	SCATTF - Sheriff's Combined Auto Theft Task Force	\$634,131	\$324,862	9/1/2009 - 8/31/2010	12	7/14/2009
58	DOE Weatherization Assistance Program	\$169,371		4/1/2009 - 3/31/2010		7/21/2009
58	LIHEAP Weatherization Assistance Program	\$598,300		4/1/2009 - 3/31/2010		7/21/2009
		\$16,094,729	\$2,968,057		83.75	

FY 2009 Grants Summary Report

Amended Grant Applications

Dept	Name of Grant	Original Grant Amount	Amendment Amount	Total Revised	Total FTEs Associated	Cm. Ct. Approval Date
55	Travis County Mental Health Public Defenders Office	\$ 330,776	\$ 44,224		8.00	10/7/2008
40	OVW FY08 Safe Havens: Supervised Visitation and Safe Exchange Grant Program	\$200,000			0.75	2/17/2009
22	Drug Court Program	\$65,665.96			1	2/17/2009

58	Oncor Weatherization Project Amendment One	\$32,259			2/24/2009
37	SCATTF - Sheriff's Combined Auto Theft Task Force	\$66,077			2/24/2009
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Total Outstanding		\$ 596,442	\$ 142,560		9.75

* Original Grant Column shows Beginning FY'08 Amount

FY 2009 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Original Grant Amount	Original County Match	Continuation Amount Total	Total FTEs	Cm. Ct. Original Approval Date	Cm. Ct. Approval Date for Continuation
22	Drug Court Program	\$84,419.75			1		10/14/2008
24	Drug Diversion Court	\$188,474.00			1		10/21/2008
22	Drug Court Program	\$84,419.75			1		12/16/2008
24	Drug Diversion Court	\$160,041			1		12/16/2008
24	Drug Diversion Court	\$160,041			1		1/21/2009
22	Family Drug Treatment Court Program	\$84,419.75			1		1/21/2009
58	AmeriCorps	\$301,236	\$281,606		20		6/30/2009

Total
Outstanding

\$1,063,051.25	\$ 281,606	25.00
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TRAVIS COUNTY FY 09 - FY 13 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT CONTRACTS

The potential impact in future years to the County is shown for planning purposes only. County funding determinations will be made annually by the Commissioners Court based on the availability funding and progress of the program. Applicable grant contracts approved in FY 08 with a FY 09 grant term are also shown below.

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

Grant Contracts approved by Commissioners Court

Dept	Grant Title	FY 09		FY 10		FY 11		FY 12		FY 13	
		Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact
Criminal Justice Planning	Travis County Mental Public Defenders Office. To establish the nation's first stand alone Mental Health Public Defenders Office. Full impact in FY 12 when grant is no longer available.	\$ 375,000	\$ 250,000	\$ 250,000	\$ 375,000	\$ 125,000	\$ 500,000	\$ -	\$ 625,000	\$ -	\$ 625,000
Criminal Justice Planning	Office of Parental Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. Full impact in FY 12 when grant is no longer available.	\$ 300,000	\$ 307,743	\$ 100,000	\$ 102,360	\$ 50,000	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360
Criminal Justice Planning	Office of Child Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. FY 11 is last year of grant.	\$ 300,000	\$ 301,812	\$ 100,000	\$ 102,358	\$ 50,000	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359
District Attorney	Interlocal Agreement for the Austin/Travis County Family Violence Protection Team. Includes funding for the District Attorney's Office, County Attorney's Office, Travis County Sheriff's Office, and Constable Pct 5. Grant is coordinated by the City of Austin. It is possible that the responsibility to apply for the Grant may fall to the County for FY 11 and beyond.	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -
Health and Human Services	2009 Phase 27 ARRA Emergency Food and Shelter Program. The grant is a one-year one-time grant for emergency utility assistance that does not require a County match or program to continue after termination.	\$ 40,554	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Americorps. Grant match is handled internally within the existing budget of the Texas AgriLife Extension Service. Assumes grant will continue each year.	\$ 288,139	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -
Health and Human Services	Parenting in Recovery. FY 09 is Year Two of a Potential Five Year Grant. The full impact will occur in FY 13 when grant funding is no longer available.	\$ 500,000	\$ 77,726	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ -	\$ 580,000
Health and Human Services	Community Development Block Grant (CDBG). Impact amounts are based on the amounts added for staff added in HHS and County Auditor's Office to support the grant. The Auditor's staff person also supports other large federal grants, but is only listed here for simplification. Actual amounts may vary by year. Assumes grant will continue each year.	\$ 833,133	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908
		\$ 2,979,619	\$ 1,161,189	\$ 2,457,470	\$ 883,626	\$ 2,232,470	\$ 1,108,627	\$ 2,007,470	\$ 1,233,627	\$ 1,507,470	\$ 1,733,627

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

SUMMARY OF APPROVED CONTRACTS AND APPLICATIONS

Combined Totals (Approved Applications Pending Notification + Approved Contracts)	FY 09		FY 10		FY 11		FY 12		FY 13	
	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact
Approved Applications Pending Notification (Potential Impact)	\$ 484,252	\$ -	\$5,893,315	\$ -	\$5,492,132	\$ 266,957	\$3,248,561	\$ 266,957	\$1,805,903	\$1,550,301
Approved Contracts	\$ 2,979,619	\$ 1,161,189	\$2,457,470	\$ 883,626	\$2,232,470	\$ 1,108,627	\$2,007,470	\$ 1,233,627	\$1,507,470	\$1,733,627
Combined Totals	\$ 3,463,871	\$ 1,161,189	\$8,350,785	\$ 883,626	\$7,724,602	\$ 1,375,584	\$5,256,031	\$ 1,500,584	\$3,313,373	\$3,283,928

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TRAVIS COUNTY FY 09 -FY 13 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT APPLICATIONS

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

Outstanding Grant Applications

Dept	Grant Title	FY 09		FY 10		FY 11		FY 12		FY 13	
		Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact
Community Supervision and Corrections	Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the US: Enhancing Southern Border Jails, Community Corrections and Detention Operations. (ARRA) Grant will supplement department's state funding to help keep all current probation officer positions. This one-time funding goes to the State and there is no County obligation or impact. Full amount of grant is believed to be spent in FY 10.	\$ -	\$ -	\$ 373,517	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Justice Planning	Travis County Information Management Strategy for Criminal Justice (ARRA). Includes technology funding for (Constables, Records Management, Adult Probation, Juvenile Probation, Court Administration and Manor Police Department).	\$ -	\$ -	\$ 877,234	\$ -	\$ -	\$ 26,432	\$ -	\$ 26,432	\$ -	\$ 26,432
Criminal Justice Planning	National Initiatives:Adjudication Program (ARRA) This grant is for 18 months of funding for an attorney and caseworker in the Mental Health Public Defender's Office. Travis County would be expected to continue this program after grant funding has ended.	\$ -	\$ -	\$ 150,000	\$ -	\$ 75,000	\$ 75,000	\$ -	\$ 150,000	\$ -	\$ -
Facilities Management	Energy Efficiency and Conservation Block Grant (ARRA).For Retrofit of the Travis County Executive Office Building HVAC System. One-time grant and includes a \$1.2 million County contribution in FY 10 to complete project.		\$ -	\$ 2,207,900	\$ 1,292,000		\$ -		\$ -		\$ -
Health and Human Services	21st Century Community Learning Centers, Cycle 6, Year 1. Grant would provide resources for afterschool programs in 10 economically disadvantaged and high risk elementary schools. Grant would begin in August FY 09. County will need to apply for subsequent year terms. \$950k potential impact in FY 14 and full \$1.9 million potential impact in FY 15.	\$ -	\$ -	\$ 1,912,000	\$ -	\$ 1,912,000	\$ -	\$ 1,912,000	\$ -	\$ 1,434,000	\$ 478,000

Last Updated 7-23-09 at 3:53pm
TRAVIS COUNTY FY 09 -FY 13 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT APPLICATIONS

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

Outstanding Grant Applications		FY 09		FY 10		FY 11		FY 12		FY 13	
		Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact
Dept	Grant Title										
Health and Human Services	Community Development Block Grant ARRA (CDBG-R) <i>Funds to be used for approx 39 water connections for Plainview Estates.</i>	\$ 90,000	\$ -	\$ 136,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	ARRA Texas Weatherization Assistance Program. Provide weatherization services to low income households		\$ -	\$2,249,447	TBD	\$2,249,447	TBD		\$ -		\$ -
Juvenile Probation	Juvenile Treatment Drug Court Enhancement Grant from OJJDP. <i>Includes 2 Grant FTE and may require a \$82,865 County contribution in FY 13 and the full impact of \$130,350 in FY 14. Dept has stated they would seek alternative funding sources and would only request General Fund dollars if other funding was unavailable.</i>	\$ -	\$ -	\$ 122,222	\$ -	\$ 125,470	\$ -	\$ 130,350	\$ -	\$ 46,937	\$ 47,448
Juvenile Probation	Juvenile Treatment Drug Court Enhancement Grant from CSAT. <i>Application must be submitted each year. Resources for treatment services and staff training. Full impact potential in FY 14. Dept has stated they would seek alternative funding sources and would only request General Fund dollars if other funding was unavailable.</i>	\$ -	\$ -	\$ 199,820	\$ -	\$ 199,820	\$ -	\$ 199,766	\$ -	\$ 199,970	\$ -
Juvenile Probation	Travis County Mentoring Project (ARRA) Grant would end in FY13. Dept has stated they would seek alternative funding sources for FY 14 and beyond and would only request General Fund dollars if other funding was unavailable.	\$ -	\$ -	\$ 124,923	\$ -	\$ 123,749	\$ -	\$ 124,799	\$ -	\$ 124,996	\$ -
Juvenile Probation	Byrne Memorial Competitive Grant Supporting Problem Solving Courts (ARRA) <i>Grant would end in FY11. Dept has stated they would seek alternative funding sources and would only request General Fund dollars if other funding was unavailable.</i>	\$ 270,502	\$ -	\$ 266,957	\$ -	\$ -	\$266,957	\$ -	\$266,957	\$ -	\$ 266,957
Travis County Sheriff's Office	2009 COPS Hiring Recovery Program (CHRP) (ARRA). <i>Grant includes 12 FTE Law Enforcement Officers and requires the County to fund positions in FY 13 after termination of the grant.</i>	\$ -	\$ -	\$ 757,896	\$ -	\$ 757,896	\$ -	\$ 757,896	\$ -	\$ -	\$ 757,896

TRAVIS COUNTY FY 09 -FY 13 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT APPLICATIONS

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

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

Outstanding Grant Applications		FY 09		FY 10		FY 11		FY 12		FY 13	
Dept	Grant Title	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact
Travis County Sheriff's Office	2009 Byrne Justice Assistance Grant (ARRA). One-time grant for one-time capital purchases. Does not require a County match or program to continue after grant term ends on 9/30/12.	\$ 123,750	\$ -	\$ 123,750	\$ -	\$ 123,750	\$ -	\$ 123,750	\$ -	\$ -	\$ -
		\$484,252	\$0	\$5,893,315	\$0	\$5,492,132	\$266,957	\$3,248,561	\$266,957	\$1,805,903	\$1,550,301

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

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GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>

Department/Division:	Travis County Health and Human Services and Veterans Service
Contact Person/Title:	John C. Bradshaw/ Contract Specialist
Phone Number:	854-4277

Grant Title:	Texas Dept. of Family and Protective Services (DFPS) Community and Family Reintegration Project			
Grant Period:	From:	9/1/09	To:	8/31/10
Grantor:	DFPS			
American Recovery and Reinvestment Act (ARRA) Grant	Yes:	<input type="checkbox"/>	No:	<input checked="" type="checkbox"/>

Check One:	New: <input type="checkbox"/>	Continuation: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input type="checkbox"/>	Ongoing Award: <input checked="" type="checkbox"/>	
Type of Payment:	Advance: <input type="checkbox"/>	Reimbursement: <input checked="" type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:						
Operating:		232,000				232,000
Capital Equipment:						0
Indirect Costs:						0
Total:	0	232,000		0	0	232,000
FTEs:						

Auditor's Office Review: <input checked="" type="checkbox"/>	Staff Initials: <u> JC </u>
Auditor's Office Comments:	
County Attorney's Office Contract Review: <input checked="" type="checkbox"/>	Staff Initials: <u> MG </u>

Performance Measures	Projected FY 10 Measure	Progress To Date:				Projected FY 11 Measure
		12/31/09	3/31/10	6/31/10	9/30/10	
Applicable Depart. Measures						
Total number of children and their families served	85					85
Children served will be maintained in their homes	90%					90%
(These measures are collected at the end of each fiscal year.)						
Measures For Grant						

Total number of children and families served by grant	24					24
Outcome Impact Description	This number represents two case workers handling a full load of 12 cases each.					
Percentage of children reunited with families after residential treatment	100%					100%
Outcome Impact Description	The goal of the program to reunite youth with complex mental health needs that are in the CPS system with their families by connecting them to traditional and nontraditional community services.					
Outcome Impact Description						

PBO Recommendation:

Health and Human Services & Veterans Services (HHS & VS) is requesting approval of a grant contract with the Texas Department of Family and Protective Service (DFPS) for resources for youth with complex mental health needs and their families participating in the Reintegration Project. The youth served by the program have been placed in residential treatment by DFPS with the goal of being reunited with their families after treatment by connecting them with traditional and nontraditional services. The traditional services include assessments, training, education, counseling, and basic needs. The nontraditional services include mentoring, parent coaching, enrichment activities, and respite care. Under the agreement, Travis County will be reimbursed by DFPS for services paid to Austin Travis County Mental Health and Mental Retardation (ATCMHMR) for the program.

PBO recommends approval of the request.

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

Under this grant, the Child Protective Services Division of the Texas Department of Family and Protective Services (DFPS) will refer youth to the Office of Children’s Services (OCS) in Travis County Health and Human Services and Veterans Service (TCHHSVS). OCS will approve these clients for services provided under a contract with Austin Travis County Mental Health and Mental Retardation. This grant will allow DFPS to pay Travis County for the cost of these services.

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

This grant allows DFPS to pay Travis County for the cost of services provided to DFPS clients. The county is not obligated to provide any funding under this agreement.

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 cash or in-kind match is required.

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

The grant does not allow payment of indirect or administrative costs.

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

If this grant were discontinued, OCS would have to request additional General Revenue funds in order to cover the costs of clients referred by DFPS.

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

NA


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

This grant will allow OCS to serve additional clients. These additional clients are included in the applicable department performance measures.



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767**

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

DATE: July 13, 2009
TO: Members of the Commissioners Court
FROM: 
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service
SUBJECT: Community and Family Reintegration Project

Proposed Motion:

Consider and take appropriate action to approve renewing a \$232,000 contract with the Texas Department of Family and Protective Services that allows Travis County to be reimbursed for services provided to the Community and Family Reintegration Project.

Summary and Staff Recommendations:

The Community and Family Reintegration Project is a cooperative effort involving Travis County Health and Human Services and Veterans Service (TCHHSVS), the Texas Department of Family and Protective Services (DFPS), and the Casey Family Programs (CFP). The goal of the reintegration project is to provide a comprehensive list of traditional and nontraditional services to youth with complex mental health needs and their families at school, home, and in the community while decreasing the need for out-of-home placement. The traditional services include assessments, training, education, counseling, and basic needs. Nontraditional services include mentoring, parent coaching, enrichment activities, and respite care.

DFPS refers clients to TCHHSVS which assigns them to a Care Coordinator. This Care Coordinator arranges for the necessary services depending on the needs of the youth. The actual services are provided through a contract Travis County has with Austin Travis County Mental Health and Mental Retardation.

The contract with DFPS will allow Travis County to be reimbursed up to \$232,000 in FY'10 for services provided to DFPS clients.

TCHHSVS staff recommends approving this renewal.

Budgetary and Fiscal Impact:

The contract will reimburse the county up to \$232,000 in FY'10.

Issues and Opportunities:

This contract will help Travis County cover costs associated with the reintegration project.

Background:

The ultimate goal of the reintegration project is to prevent and/or reduce the out-of-home placement of youth and maintain them in their communities.

Cc: Jim Lehrman, Director, Office of Children's Services, TCHHS/VS
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Mike Crawford, Senior Financial Analyst, Travis County Auditor
Janice Cohoon, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office

Purchased Child Protective Services Contract
Contractor Name: Travis County through the Travis County Health and Human
Services/Veteran Services
Contract #: 23457761
Renewal #: 10-1

The **Texas Department of Family and Protective Services**, hereinafter referred to as the Department, and **Travis County through the Travis County Health and Human Services/Veteran Services**, hereinafter referred to as the Contractor, entered into a contract effective October 1, 2008 for the purpose of providing Wraparound services with a payment type of **Cost Reimbursement**. This contract has been renewed 0 time(s) previously. The contract dated October 1, 2008 and all prior amendments and renewals are referred to herein as the "Original Contract." The procurement # 530-09-0065, which resulted in this contract, anticipated possible renewals and amendments of the contract, and no additional procurement process is necessary before entering into this renewal. The Department and the Contractor agree to amend the contract as follows:

I.

Budget.

The Budget for Purchase of Service Contracts (Form 2030) and Budget Narrative included in the Original Contract as Attachment [1] are hereby deleted and the Form 2030 and Budget Narrative attached hereto are substituted for same.

II.

Renewal Period. Section XIII. of the Original Contract is amended to include: September 1, 2009, through August 31, 2010.

III.

Section V.B. of the Original Contract is deleted in its entirety and the following provision substituted for same:

Amount of Payment. The Department shall pay the Contractor up to \$232,000.00 from available funds for services rendered in accordance with the terms of this contract upon receipt of a proper and verified statement and after deducting any known previous overpayment made by the Department. If program income accrues, the Contractor shall return to the Department any income that exceeds actual costs incurred for services rendered under contract. In no event shall payments exceed the Contractor's reasonable, necessary, and allowable costs to provide services under this contract budget.

IV.

Section V.I. of the Original Contract is deleted in its entirety and the following provision substituted for same:

Regulation Compliance. The Contractor shall remain in compliance with 45 CFR, Part 74 as applicable, Office of Management and Budget (OMB) Circulars A-133, A-110, A-21, A-87, and A-122 as applicable, and 40 Texas Administrative Code (TAC) §§732.240-256 as applicable. Further, all contractors that are subrecipients and that are state or local government entities, or are funded with federal block grants, are required to comply with the Uniform Grant Management Standards (UGMS), as applicable. School districts, colleges and universities, and special districts are excluded from UGMS compliance requirements.

In the event of any conflict or contradiction between or among the regulations referenced in this contract term, the regulations shall control in the following order of precedence: 45 CFR, Part 74; OMB Circulars A-133,, A-110, A-87, A-21, and A-122; UGMS; and 40 TAC §§732.240-256. Contractor agrees that funds requested in this contract will not be used to replace federal, state or local funding.

V.

Section VII.L. of the Original Contract is deleted in its entirety and the following provision substituted for same:

Disclosure and Release. The Contractor will disclose and release, or cause its employees, subcontractors and volunteers with direct client contact and/or access to client records to disclose and release, any allegation made against that employee, subcontractor or volunteer alleging the commission of an act of abuse, neglect or exploitation of children, the elderly or persons with disabilities; criminal history or any current criminal indictment (for felonies) or information (for misdemeanors) involving an offense described in Section VII E. above. This disclosure and release is required of all individuals who have, or will have, direct contact with clients and/or access to client records, prior to such contact or access and shall be accomplished through use of (a) a criminal history background check; (b) a DFPS abuse and neglect history check and (c) a signed disclosure and release by each such person attesting to this information, which shall be maintained by the contractor, available for review by the Department, and renewed at intervals not to exceed 24 months while the contract is in effect. Contractors must submit criminal, abuse, and neglect history information for background checks electronically through the DFPS Automated Background Check System (ABCS) according to instructions in the user guide located at <http://www.dfps.state.tx.us/documents/PCS/ABCSUserGuideFY09.pdf>.

VI.

Section V.E. of the Original Contract is deleted in its entirety and the following provision substituted for same:

Actual Costs. The reimbursement made to the Contractor shall not exceed the Contractor's actual costs to provide the services under this contract and the Contractor's actual costs, both direct and indirect, must be allowable, reasonable and allocable according to the OMB Circulars A-133, A-110, A-21, A-87, and A-122 as applicable, and 40 Texas Administrative Code (TAC) §§732.240-256 as applicable.

VII.

Section VII.M. of the Original Contract is amended by adding the following language:

Single Audit. Submit an annual financial and compliance audit of the Contractor's fiscal year-end in accordance with Single Audit requirements of OMB Circular A-133 (Audits of State, Local Government, and Non-Profit Organizations), if applicable. All contractors identified as subrecipients are required to submit a Single Audit Determination (SAD) form in accordance with HHSC-OIG requirements. Failure to comply with these requirements may result in sanctions.

VIII.

Section XI.G. of the Original Contract is amended by deleting the language indicated in this section from the Original Contract :

Contract Dispute Resolution.

- 1.The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by the Department and the Contractor

to attempt to resolve any claim for breach of contract made by the Contractor.

~~a) A contractor's claims for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the contractor shall submit written notice, as required by subchapter B, to the Department's (DFPS) Commissioner or his designee. Said notice shall specifically state that the provisions of Ch. 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the Department and the Contractor otherwise entitled to notice under the parties' contract. Compliance by the contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.~~

~~b) The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the Department if the parties are unable to resolve their disputes under subparagraph 1. of this paragraph.~~

~~c) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the Department nor any other conduct of any representative of the Department relating to the contract shall be considered a waiver of sovereign immunity to suit.~~

~~2. The submission, processing and resolution of the contractor's claim is governed by the published rules adopted by the Department pursuant to Ch. 2260, as currently effective, hereafter enacted or subsequently amended.~~

~~3. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the contractor, in whole or in part.~~

IX.

Section VII.O. of the Original Contract is deleted in its entirety and the following provision substituted for same:

Changes to Contract. The parties to this agreement may make modifications to the Contract according to the requirements of this section.

A. Bilateral Amendment. Either party to this agreement may modify this contract by execution of a mutually agreed upon, written amendment signed by both parties.

B. Unilateral Amendment. The Department reserves the right to amend this agreement through execution of a unilateral amendment signed by the DFPS Contract Manager and provided to the Contractor with ten (10) days notice prior to execution of the amendment under the following circumstances:

1. To correct an obvious clerical error in the agreement;
2. To incorporate new or revised Federal or State laws, regulations, rules, or policies;
3. To comply with a court order or judgment;
4. To change the name of the Contractor in order to reflect the Contractor's name as recorded by the Texas Secretary of State; or

5. To change the recorded license number of any license needed under this Contract in order to reflect the correct number as issued by the licensing authority.

C. Contract Renewals. DFPS may renew this contract on an annual basis by mutual agreement, subject to the conditions in 40 TAC §732.203 and the terms of this Contract.

X.

Service Provisions.

Services Provisions remain the same as stated in the Original Contract.

XI.

The contract is amended by adding Section VII.Q. to the Original Contract:

Contractor acknowledges its continuing obligation to comply with the requirements of the following certifications contained in its Proposal, and will immediately notify DFPS of any changes in circumstances affecting these certifications:

- A. Federal lobbying;
- B. Debarment and suspension;
- C. Drug-Free Workplace;
- D. Child support; and
- E. Anti-trust.

XII.

Incorporation by Reference. Contractor represents, and requests the Department to rely on these representations:

- A. If any material facts have changed, the Contractor has attached new and current documents as indicated on Form 9073: Contract Renewal Return Checklist.
 1. Form 2030, Budget for Purchase of Service with Narrative
 2. Form 2031, Signature Authority Designation
 3. Form 4732, Request for Determination of Ability to Contract
 4. Form 4733, Certifications
 5. Form 1513, Disclosure of Ownership & Control Interest Statement
 6. HUB Subcontracting Plan
- B. Upon request by the Department, the Contractor will prepare and execute new documents from the forms listed above.

All other terms and conditions of the Original Contract not in conflict with this renewal are continued in full force and effect.

By signing this renewal, the Contractor represents and warrants to the Department that Contractor still complies with all previously submitted Certifications on DFPS Form 4733 made when entering into this agreement.

This renewal # 10-1 to contract # 23457761 is effective September 1, 2009, through August 31, 2010.

Texas Department of Family
and Protective Services

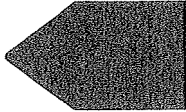
Contractor: Travis County through the Travis
County Health and Human Services/Veteran
Services

Signature
Printed Name: Shelia Brown
Title: Regional Director

BY: _____
Signature
Printed Name: Sam Biscoe
Title: County Judge

Date

Date



Budget for Purchase of Service Contracts

Summary

Travis County Health and Human
Services/Veteran Services

Contractor
Contract No. 23457761

Contract Period 9/1/09 to 8/31/10

[click here for instructions](#)

Cost Category	A Grand Total	B Reimbursable	C Other (Match)
(1A) Personnel - Salaries	0	0	0
(1B) Personnel - Fringe Benefits	0	0	0
Subtotal	0	0	0
(2) Travel	0	0	0
(3) Materials, Supplies, and Controlled Assets	0	0	0
(4) Equipment (Rent/Lease/Purchase)	0	0	0
Subtotal	0	0	0
(5) Other Costs (list below)	232000	232000	0
Cost of wraparound services			
Subtotal	232000	232000	0
Foster or Day Care Total (per DFPS unit rate below)			
Total Direct Costs			
Total Indirect Costs (if applicable) _____ %			
Grand Total	232000	232000	0

Unit Rate Contracts	Amounts
(a) Projected service units (days, etc.) x	
(b) Cost per unit of service (i.e., unit rates) x	
(c) Projected clients to be served	
Foster or Day Care Total	0

Certified by: _____
 Name: Samuel T. Biscoe
 Title: Travis County Judge
 Date: _____

Budget for Purchase of Service Contracts

(5) Other Costs

**Travis County Health and
Human Services/Veteran
Services**

Contractor _____
Contract No. 23457761
Contract Period 9/1/09 to 8/31/10

Other Costs (description and basis of cost)	A Total	B Reimbursable	C Other (Match)
Cost of wraparound services	232,000.00	232,000.00	
Total Other Costs	232000	232000	0

*For monitoring purposes, receipts and other detailed records must be kept on file.
 **Costs not allowable if already being paid by other sources.

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Last Updated 7-23-09 at 3:53pm

ATTENTION:

- **All Contractors/Potential Contractors are required to fill out and submit this form.**
 - Corporations may fill out Section A or Section B.
 - All other entities, including, but not limited to, sole proprietorships, partnerships, and governmental entities must fill out Section B.

SECTION A:

STATE OF _____, COUNTY OF _____

On the _____ day of _____, _____, at a meeting of the Board of Directors of _____, a Corporation, held in the City of _____, _____ County, with a quorum of the Directors present, the following business was conducted:

It was duly moved and seconded that the following resolution be adopted:

BE IT RESOLVED that the Board of Directors of the above corporation do hereby authorize _____ and his/her successors in office to negotiate, on terms and conditions that he/she may deem advisable, a contract or contracts with the Texas Department of Family and Protective Services, and to execute the contract or contracts on behalf of the Corporation, and further we do hereby give him/her the power and authority to do all things necessary to implement, maintain, amend, or renew the contract.

The above resolution was passed by a majority of those present and voting in accordance with the Bylaws and Articles of Incorporation.

I certify that the above and foregoing constitutes a true and correct copy of a part of the minutes of a meeting of the Board of Directors of _____ held on the _____ day of _____, _____.

Secretary

Subscribed and sworn before me, _____, a Notary Public for the County of _____, on the _____ day of _____, _____.

Notary Public

County of Notary Public

State of Notary Public

Last Updated 7-23-09 at 3:53pm

SECTION B:

The Contractor/Potential Contractor shall either attach a document or letter designating Contractor's/Potential Contractor's signature authority, including the signature authority's name and title, or verify that the signature below is the only signature authority designated for contracting with DFPS.

Document attached

Signature used below is the only signature authority for the Contractor/Potential Contractor

The Contractor/Potential Contractor understands that there is an ongoing duty to notify DFPS in writing of any change to signature authority during the term of the contract with DFPS. The Contractor/Potential Contractor verifies that the attached document or signature below is a complete, true, and correct representation of signature authority.

Samuel T. Biscoe

Printed Name

BY:

Signature of Authorized Representative

Travis County Judge

Title of Authorized Representative

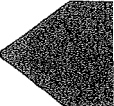
Date

Travis County

Legal Name of Contractor/Potential Contractor

23457761

Contract or Procurement Number



Certification

NA

Contractor/potential contractor certifies that this is a(n):

- Initial Submission
- Revision with New Information
- Certification of No Changes*

The Contractor/Potential Contractor verifies that the information contained herein is complete, true, and correct to the best of the Contractor/Potential Contractor's knowledge. The Contractor/Potential Contractor understands that lack of full, true, and complete disclosure may result in termination of the contract. The Contractor/Potential Contractor understands that their organization has an ongoing duty to notify DFPS of any change to this document and the information in it during the term of the contract with DFPS.

Contractor/Potential Contractor represents and warrants that their provision of services or other performance under any agreements will not constitute an actual or potential conflict of interest or that it will not reasonably create even the appearance of impropriety.

Name of Contractor/Potential Contractor: _____

If contractor, provide contract number. _____

If potential contractor, provide procurement number. _____

Signature of Authorized Representative

Print or Type Name

Title

Date

* If certifying there were no changes from initially submitted 4732, completion of Parts I, II and III of this form are not required.

Request for Determination of Ability to Contract

Texas Department of Family and Protective Services (DFPS) uses this form to determine its ability to contract with vendors in accordance with 40 TAC §730.1801-1805, which prohibits DFPS from contracting directly with:

- Former Employees
- Relatives of Former Employees
- Organizations Owned or Controlled in whole or in part by Former Employees or their Relatives.
- Current Employees
- Certain Current Employee's Relatives, and
- Organizations Owned or Controlled in whole or in part by Current Employees or their Relatives.

DFPS requires potential nongovernmental contractors to complete this form and certify the accuracy of the information contained herein. Contractors have an affirmative duty to notify DFPS of any change to this document during the term of the contract with DFPS by submitting a new 4732 form if any information changes.

The DFPS Commissioner may waive this determination if he or she finds it would create an undue hardship. The contract, if awarded, may be terminated for cause if:

- (1) The contractor knowingly provides incorrect information; or
- (2) The contractor uses subterfuge, such as a subcontract arrangement, to avoid the application of state laws of DFPS rules.

The Contractor/Potential Contractor must complete this form in its entirety and sign the certification page.

Part I. 40 TAC §730.1803: Prohibition against Contracts with Certain Former Employees

Contractor/Potential Contractor's Name: _____

1. Is the contractor/potential contractor a former DFPS employee who left DFPS in the last 365 days? Yes No
2. Did a former DFPS employee, who left DFPS within the last 365 days, assist the contractor/potential contractor in obtaining or attempting to obtain the contract/potential contract? Yes No
3. If No to #1 and #2, skip to Part II. If Yes to #1 and/or #2 above, fill in the requested information below.

Name: _____	DOB _____
Final Day of Work for DFPS: _____	
Which instance is applicable to this former DFPS employee? <input type="checkbox"/> #1 <input type="checkbox"/> #2 <input type="checkbox"/> Both #1 and #2	
Does the potential contract/contract directly concern a program or service in which this former DFPS employee was directly concerned with or had administrative responsibility for while employed by DFPS? <input type="checkbox"/> Yes <input type="checkbox"/> No	

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Request for Determination of Ability to Contract

Name: _____ DOB _____

Final Day of Work for DFPS: _____

Which instance is applicable to this former DFPS employee? #1 #2 Both #1 and #2

Does the potential contract/contract directly concern a program or service in which this former DFPS employee was directly concerned with or had administrative responsibility for while employed by DFPS? Yes No

Name: _____ DOB _____

Final Day of Work for DFPS: _____

Which instance is applicable to this former DFPS employee? #1 #2 Both #1 and #2

Does the potential contract/contract directly concern a program or service in which this former DFPS employee was directly concerned with or had administrative responsibility for while employed by DFPS? Yes No

Name: _____ DOB _____

Final Day of Work for DFPS: _____

Which instance is applicable to this former DFPS employee? #1 #2 Both #1 and #2

Does the potential contract/contract directly concern a program or service in which this former DFPS employee was directly concerned with or had administrative responsibility for while employed by DFPS? Yes No

Part II. 40 TAC §730.1804(a)(1) - (2): Presumption against Contract Involving Former Employees and Their Relatives

1. Does the contractor/potential contractor have any current officers, directors, employees, consultants, or owners (in whole or in part) that have been employed by DFPS within the past four years? (If Yes, please provide the information requested below for any individuals who prompted a Yes answer from question 1.) Yes No

Name	Does this person own or control 10% or more of contractor/potential contractor's business or stock?	Did this person invest \$2500.00 or more into the contractor/potential contractor's business?	Did this person receive a 25% increase in salary?
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

2. Does the contractor/potential contractor employ as an officer, director, employee, consultant, or owner (in whole or in part) any relatives (as defined in the relationship key below) of former DFPS employees who have worked for DFPS in the past 4 years? If Yes, please provide the information requested below. Yes No

Relationship Key: Husband Son Stepson Mother Mother-in-law Spouse's Sister Sister
 Wife Daughter Stepdaughter Father Father-in-law Spouse's Brother Brother

Name of contractor/potential contractor's relative	Name of former DFPS employee and their last day of employment with DFPS	Relationship to former DFPS employee (from key)	Does the relative of the former DFPS employee own or control 10% or more of potential contractor's business or stock?	Did the relative of the former DFPS employee invest \$2500.00 or more into the potential contractor's business?
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Last Updated 7-23-09 at 3:53pm

3. If No to #1 and #2, skip to Part III. If Yes to #1 and/or #2 above, fill in the requested information below for the former DFPS employee (not the relative).

Name: _____ DOB _____

Final Day of Work for DFPS: _____

Former DFPS Title _____ Former Supervisor _____

Which instance is applicable to this former DFPS employee? #1 #2 Both #1 and #2

Does the contract/potential contract concern DFPS program policy that the former employee directly or indirectly participated in developing? Yes No

Brief description of job duties while employed by DFPS: _____

Name: _____ DOB _____

Final Day of Work for DFPS: _____

Former DFPS Title _____ Former Supervisor _____

Which instance is applicable to this former DFPS employee? #1 #2 Both #1 and #2

Does the contract/potential contract concern DFPS program policy that the former employee directly or indirectly participated in developing? Yes No

Brief description of job duties while employed by DFPS: _____

Name: _____ DOB _____

Final Day of Work for DFPS: _____

Former DFPS Title _____ Former Supervisor _____

Which instance is applicable to this former DFPS employee? #1 #2 Both #1 and #2

Does the contract/potential contract concern DFPS program policy that the former employee directly or indirectly participated in developing? Yes No

Brief description of job duties while employed by DFPS: _____

Name: _____ DOB _____

Final Day of Work for DFPS: _____

Former DFPS Title _____ Former Supervisor _____

Which instance is applicable to this former DFPS employee? #1 #2 Both #1 and #2

Does the contract/potential contract concern DFPS program policy that the former employee directly or indirectly participated in developing? Yes No

Brief description of job duties while employed by DFPS: _____

Part III. 40 TAC §730.1805: Contracts Involving Current Employees

1. Is the contractor/potential contractor a current DFPS employee? Yes No

Name _____ DOB _____ Name _____ DOB _____

Name _____ DOB _____ Name _____ DOB _____

2. Is the contractor/potential contractor a current DFPS employee's relative, as defined in the relationship key below? If Yes, please list their name and relationship. Yes No

Name	Relationship

Relationship Key Wife Son Father Brother
 Husband Daughter Mother Sister

3. Do any current DFPS employees or their relatives as identified in the Relationship Key above own or control in part the contractor/potential contractor? Yes No

If Yes for question 3, please list the person's name and job title with the contractor/potential contractor in the area provided below.

Name of DFPS Employee or Relative: _____ DOB _____
 Job Title with Contractor/Potential Contractor _____

Name of DFPS Employee or Relative: _____ DOB _____
 Job Title with Contractor/Potential Contractor _____

Name of DFPS Employee or Relative: _____ DOB _____
 Job Title with Contractor/Potential Contractor _____

Name of DFPS Employee or Relative: _____ DOB _____
 Job Title with Contractor/Potential Contractor _____

Certifications (Governmental Entities)

Certifications Regarding Lobbying; Drug-Free Workplace; and Anti-Trust.

The certifications enumerated below represent material facts upon which DFPS relies upon when accepting a bid for this solicitation. If the Department later determines that Potential Contractor knowingly rendered an erroneous certification, DFPS may pursue all available remedies in accordance with Texas and U.S. law. Potential Contractor further agrees that it will provide immediate written notice to DFPS if at any time Potential Contractor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Potential Contractor cannot certify the accuracy of all the statements contained in this section, Potential Contractor must provide written notice to DFPS detailing which of the below statements it cannot certify and why.**

A. Certification Regarding Lobbying. State and Federal law place restrictions on the use of state and federal funds in regard to lobbying. The Potential Contractor certifies, to the best of his or her knowledge and belief, that:

1. In accordance with 31 U.S.C. §1352, no Federal appropriated funds have been paid or will be paid, by or on behalf of the Potential Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The Potential Contractor shall require that the language of this certification be included in the award documents for subcontracts and that all subcontractors shall certify and disclose accordingly.
4. Payments of appropriated or other funds to Potential Contractor under any resulting agreement are not prohibited by Texas Government Code §556.005 or §556.008.

B. Drug-Free Workplace Certification. Potential Contractor certifies that it will or will continue to provide a drug-free workplace by:

- 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- 2) Establishing an ongoing drug-free awareness program to inform employees about --
 - a) The dangers of drug abuse in the workplace;
 - b) The grantee's policy of maintaining a drug-free workplace;
 - c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (D)(1);
- 4) Notifying the employee in the statement required by paragraph (D)(1) that, as a condition of employment under the grant, the employee will --
 - a) Abide by the terms of the statement; and
 - b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- 5) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (D)(4)(b) from an employee or otherwise receiving actual notice of such

Certifications (Governmental Entities)

conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (D)(4)(b), with respect to any employee who is so convicted --

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

b) Requiring such employee to participate satisfactorily in a drug abuse assistance or

rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7) Making a good faith effort to continue to maintain a drug-free workplace.

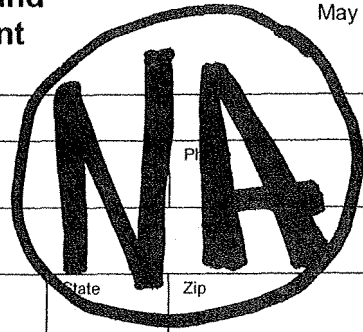
C. Anti-Trust Certification. Pursuant to 15 U.S.C. Sec. 1, et seq. and Tex. Bus. & Comm. Code Sec. 15.01, et seq., Potential Contractor certifies that neither the contractor nor the firm, corporation, partnership, or institution represented by the Potential Contractor, or anyone acting for such a firm, corporation, or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

As the duly authorized representative of the Potential Contractor, I hereby certify that the Potential Contractor will comply with the above certifications.

Samuel T. Biscoe	BY:
Printed Name of Authorized Representative	Signature of Authorized Representative
Travis County Judge	
Title of Authorized Representative	Date
Travis County through the Travis County Health and Human Services/Veteran Services	23457761
Legal Name of Potential Contractor	Procurement or Contract Number

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Disclosure of Ownership and Control Interest Statement



I. Identifying Information					
(a) Name of Entity	Provider No.	Vendor No.	Ph		
DBA					
Street Address	City	County	State	Zip	

II. Answer the following questions by marking "Yes" or "No." If any of the questions are answered "Yes," list names and address of individuals or corporations under Remarks on Page 2. Identify each item number to be continued.

(a) Are there any individuals or organizations having a direct or indirect ownership or control interest of 5% or more in the institution, organization, or agency that have been convicted of a criminal offense related to the involvement of such person, or organizations in any of the programs established by Titles XVIII, XIX, or XX?
 Yes No

(b) Are there any directors, officers, agents, or managing employees of the institution, agency or organization who have ever been convicted of a criminal offense related to their involvement in such programs established by Title XVIII, XIX, or XX?
 Yes No

(c) Are there any individuals currently employed by the institution, agency, or organization in a managerial, accounting, auditing, or similar capacity who were employed by the institution's, organization's, or agency's fiscal intermediary or carrier within the previous 12 months? (Title XVIII providers only.)
 Yes No

III. (a) List names, address for individuals, or the EIN for organizations having direct or indirect ownership and controlling interest. List any additional names and addresses under Remarks on Page 2. If more than one individual is reported and any of these persons are related to each other, this must be reported under Remarks on Page 2.

NAME	ADDRESS	EIN

(b) Type of entity:
 Sole Proprietorship Partnership Unincorporated Associations
 Corporation Other (specify: _____)

(c) If the disclosing entity is a corporation, list names, addresses of the Medicare/Medicaid facilities. (Example: sole proprietor, partnership or members of Board of Directors.)
 Yes No If yes, list names, addresses of individuals and provider numbers.

NAME	ADDRESS	EIN

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Disclosure of Ownership and Control Interest Statement

IV.	(a) Has there been a change in ownership or control within the last year? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, give the date. _____
	(b) Do you anticipate any change of ownership or control within the year? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, when? _____
	(c) Do you anticipate filing for bankruptcy within the year? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, when? _____

V.	Is this facility operated by a management company, or leased in whole or part by another organization? <input type="checkbox"/> Yes <input type="checkbox"/> No
-----------	--

VI.	Has there been a change in Administrator, Director of Nursing or Medical Director within the last year? <input type="checkbox"/> Yes <input type="checkbox"/> No
------------	---

VII.	If this facility is chain affiliated, list name, address of Corporation, and EIN.	
	NAME	ADDRESS
	EIN	

VIII.	Have you increased your bed capacity by 10% or more or by 10 beds, whichever is greater, within the last 2 years? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, give year of change: _____ Current bed space: _____ Prior bed space: _____
--------------	--

Whoever knowingly and willfully makes or causes to be made a false statement or representation of this statement, may be prosecuted under applicable federal or state laws. In addition, knowingly and willfully failing to fully and accurately disclose the information requested may result in denial of a request to participate or where the entity already participates, a termination of its agreement or contract with the state agency or the secretary, as appropriate.

Name of Authorized Representative (Printed)	Title
Signature	Date

Remarks:

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Contractor: Travis County Health and Human Services/Veteran Services

DFPS Contract Number(s): 23457761

Please note that an ICC can only be used to certify an ICSQ that is not older than four fiscal years (current and 1st three prior fiscal years).

1. Please initial and date next to the appropriate box after reviewing the applicable section of the ICSQ being certified:

- J.E.B. 7/16/09 **FINANCIAL POSITION** - Review for changes to accounting procedures and financial stability.
- J.E.B. 7/16/09 **GENERAL/ACCOUNTING CONTROLS** - Review for changes to allocations plans, if applicable; Chart of Accounts, information on contracts/programs administered; any changes to accounting system, etc.
- J.E.B. 7/16/09 **PERSONNEL** - Review for changes to personnel and payroll practices.
- J.E.B. 7/16/09 **TRAVEL** - Review for changes to travel policy.
- J.E.B. 7/16/09 **EQUIPMENT** - Review for changes to capitalization threshold and inventory.
- J.E.B. 7/16/09 **SUBCONTRACTORS** - Review for changes in procurement and/or monitoring procedures.
- J.E.B. 7/16/09 **RELATED PARTY TRANSACTIONS** - Review for changes of related parties in organization and updated lease information.
- ALLOCATION** - This Section is specific to State Agencies and Universities only. Review for updated allocation plans and person who certifies the plan, and updated Certification of Match funds procedure.

2. I have reviewed the Internal Control Structure Questionnaire and supporting documentation originally certified by our organization on 4/1/09, and re-certify one of the following:

- The ICSQ and supporting documentation remains true and accurate, with no exceptions.
- The ICSQ and supporting documentation remains true and accurate, with the exception of changes indicated on the attached documents. (Please indicate the applicable contract number, corresponding ICSQ number and how changed.)

Changes to Section I, #2 + #3 Contract #23457761

BY: _____
Signature of Authorized Representative
Samuel T. Biscoe
Printed/Typed Name

Date
Travis County Judge
Title

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

Contractor Name: Travis County Health and Human Services/Veteran Services

DFPS Contract #: 23457761

Current Contract Period: 10/1/08 to 8/31/09

Contract Manager: Ardell Ray

Please refer to instructions at end of this questionnaire.

SECTION I: FINANCIAL POSITION

(This section should be answered about your organization as a whole.)

1.	Please describe the accounting system in place (i.e., accrual, cash, or modified accrual). <u>modified accrual</u>
2.	Do you complete yearly financial statements (e.g., Balance Sheet, Income Statement, Other)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please list the name of the person responsible for preparing the annual financial statements below and attach copy of your most "current" statements and mark it ATTACHMENT#I-2 . Person responsible for annual financial statements. Kimberly Watson - Chief Assistant County Auditor <u>Nicki Riley, Financial Manager</u> If no, please provide any manual or automated information maintained regarding your "current" financial position (i.e., assets versus liabilities) and mark it ATTACHMENT #I-2 .
3.	Are your accounting and financial system operations "audited" at regular intervals by an independent auditor (CPA, State Public Accountant, and Office of State Auditor)? Note that this is not referring to compliance monitoring performed by State Contract Managers. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how often and who audits your records? <u>Yearly Audit - Deloitte & Touche LLP</u> <u>Lockart, Atchley + Associates, LLP</u> Also, if yes, please provide a copy of your most current "audit" performed of your agency and mark it ATTACHMENT #I-3 .

SECTION II: INTERNAL CONTROLS

II.A. GENERAL/ACCOUNTING CONTROLS

(This section should be answered about your organization as a whole. When a question mentions "contracts" it is referring to all of your contracts with DFPS and with any other state agencies, as well as any grants you might have.)

1.	Do you have more than one contract with DFPS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a list of all of your DFPS contracts, including type of service, contract number, and dollar amount of contract. Mark this list ATTACHMENT #II-1 .
2.	Do you have contracts with other Texas state agencies (e.g., Texas Youth Commission, Texas Juvenile Probation Commission, Texas Education Agency, etc.)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a list of all your contracts with other state agencies, including the state agency name, type of service provided under the contract, dollar amount, and name and telephone number of state agency contact person for the contract.

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Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

Mark this list **ATTACHMENT #II-2.**

3.	Do you maintain contract files for each of your DFPS contracts? If yes, do the contract files contain: a. The approved contract with all attachments? b. Copies of contract amendments? c. Billing documents? d. Related correspondence? e. Copies of subcontracts?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4.	a. Are all expenditures that are reported and/or billed as DFPS costs reconciled with your general ledger? If no, please provide a written explanation below as to why such expenditures are not reconciled to your general ledger. _____ _____ _____ b. Is the general ledger kept up-to-date and balanced at least monthly? If not, monthly, please specify frequency. _____ _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5.	Do you maintain a separate general ledger account for: a. Deposits for each contract's funds? b. Disbursement of each contract's funds? <i>Please provide a copy of your chart of accounts, along with an explanation of how your accounting system identifies contract revenues and expenditures separately for each contract. Mark it ATTACHMENT #II-5.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
6.	Are billings submitted within the time frame specified in the DFPS contract?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
7.	How do you allocate shared costs between contracts and/or programs? <i>Please attach a detailed explanation, and mark it ATTACHMENT #II-7.</i>	NA
8.	Are costs and expenditures controlled based on budget line items for cost reimbursement and budget-based unit rate contracts?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
9.	Do you authorize separate individuals to: a. Sign checks? Indicate name(s) and title(s). <u>Susan A spataro County Auditor, Dana Deabevoir,</u> <u>County Clerk, Dolores- Ortega Carter, Treasurer</u> b. Approve purchase orders and vouchers? Indicate name(s) and title(s). <u>Department Heads, Elected officials & Purchasing Agents</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

	<p>c. Prepare checks? Indicate name(s) and title(s). <u>STAFF in the Disbursement Section - ONE of THREE Financial Analysts</u></p> <p>d. Record accounting transactions? Indicate name(s) and title(s). <u>THE Accounts Payable Team</u></p> <p>e. Reconcile bank accounts to internal check registers? Indicate name(s) and title(s). <u>Sandy Hendrix - Financial Analyst & Sean O'Neil - Senior Financial Analyst</u></p> <p>f. Maintain an inventory? Indicate name(s) and title(s). <u>Purchasing Department</u></p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
10.	Is your accounting system automated? If no, skip to Question #18.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
11.	Who has access to the accounting system? Specify name(s) and title(s) below. <u>All authorized personnel in Travis County has access to the H.T.E. Automated Accounting System, ranging from inquiry to purchasing, to Data Entry and producing required and necessary reports</u>	
12.	Please specify the name(s) and title(s) below for the individuals responsible for updating, changing and deleting accounting information: Updating: <u>Jose Palascios - Chief Assistant County Auditor, Mike Crawford Financial Analyst V, Sean O'Neil - Senior Financial Analyst, Sandy Hendrix, Sabrina Bullard - Financial Analysts</u> Changing: <u>SAME AS ABOVE</u> Deleting: <u>Jose Palascios - Chief Assistant County Auditor, Mike Crawford - Financial Analyst V, Sean O'Neil - Senior Financial Analyst</u>	
13.	How is the accounting system secured and/or protected? Please explain. <u>IN accounting system is secured by passwords that are changed every 90 days.</u>	
14.	Explain below the process (initiation, review, approval, etc.) for making updates, changes, deletions, and year end adjustments to the accounting system. <u>Associate auditors and financial analysts initiate the AP & Journal Entries, Financial Analysts review and audit, other financial analysts update and post those entries.</u>	
15.	Are there controls to provide reasonable assurance that transactions are not lost, duplicated, or added before and after data entry and editing?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
16.	Are there controls to provide reasonable assurance that transactions with errors are rejected from further processing (e.g., prevented from updating the files/database)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

17.	Is the data entered into the accounting system verified? If yes, please specify whom (name and title) is/are responsible for verifying the data, and how the verification is done. <u>Month End Reports</u> _____ _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
18.	a. Do purchase orders/requisitions require specific approvals from authorized individuals in the requesting department? b. What additional internal controls and approvals are in place within your organization to ensure payments made are valid and authorized? <u>Items are required to be received in H.T.E., automated accounting systems prior to processing the payments.</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
19.	Are all checks pre-numbered and accounted for? If no, please explain. _____ _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
20.	Is there any additional review or special approval required for checks exceeding a specific dollar amount? If yes, please specify the dollar limits, name(s) and title(s) of responsible staff below. _____ _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
21.	Are voided checks marked "VOID" to prevent reuse? If no, please explain: _____ _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
22.	Are voided checks kept with canceled checks? If no, please explain: _____ _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
23.	Are unused checks adequately safeguarded and in the custody of a person who does not manually sign checks, control the use of facsimile signature plates or operate the facsimile signature machine? Indicate name and title of person below who has custody of unused checks. _____ _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
24.	If a check -signing machine is used, are the facsimile signature plates properly safeguarded? If no, please explain below. _____ _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
25.	Is the person receiving cash prohibited from signing checks, reconciling bank accounts, and accessing other accounting records? Indicate name and title below of person receiving cash. _____ _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

26.	Is the drafting of checks to "CASH" prohibited? If no, please explain: _____ _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
27.	Is the practice of signing blank checks prohibited? If no, please explain: _____ _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
28.	Are all disbursements approved prior to payment? If no, please explain: _____ _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
29.	Are all disbursements (excluding petty cash) made by check? If no, what other means do you use to make disbursements. <i>ACH Transactions and Wire Transfers</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Is a check register (disbursement journal) used to record disbursements and maintain balances? If no, how are disbursements and balances tracked? _____ _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
30.	Are purchase orders/requisitions controlled in such a way that they can all be accounted for (e.g., by sequential pre-numbering, by entry in a register, etc.)? <i>If yes, please attach an explanation and mark it ATTACHMENT #II-30.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
31.	Are supporting documents (invoices, receipts, approvals, receiving reports, canceled checks, etc.) maintained with each disbursement and/or clearly referenced for easy location and retrieval? Please comment on where and how supporting records are kept and filed (e.g., filed by check number, month of payment, etc). _____ _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
32.	Do supporting documents accompany checks for the check signer's signature?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
33.	Are supporting documents marked when paid to prevent reuse or duplication of payment?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
34.	Are invoices marked to identify allocation of payment?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
35.	For your DFPS contracts, do you have procedures to identify costs and expenditures not allowable under federal and/or state regulations? <i>If so, please attach an explanation of your system for identifying unallowable costs/expenditures and mark it ATTACHMENT #II-35.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
36.	Are all bank accounts reconciled monthly? If not, how often? _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

YB

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

II. B. PERSONNEL

37.	Do you have on file authorizations covering rates of pay, withholding and deductions for each employee? If no, please explain. _____ _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
38.	Do any employees work overtime? If yes, please attach a copy of your overtime policy and mark it ATTACHMENT#II-42 .	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
39.	Do you have written job descriptions with set salary levels for each employee? If no, please explain. _____ _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
40.	Does your policy require individual daily time and attendance records for personnel (part-time, full-time, and/or in-kind volunteers) delivering services under your DFPS contract(s)? If no, please explain: _____ _____ If yes, do the time and attendance records contain the following:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
	a. Employee's name?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	b. Position/title?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	c. Total daily hours worked?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	d. Daily hours charged directly to each contract?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	e. Employee's signature and/or supervisor's signature?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
41.	a. Are you current with your payroll taxes? b. Do you pay taxes directly? If no, please explain and indicate name of withholding agent. _____ _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
42.	Do you have written personnel policies?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
	If yes, are they distributed to all employees?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
	Do your personnel policies include:	
	a. Hiring policies?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	b. Performance evaluations?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	c. Termination policies?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	d. Vacation and/or other authorized absences?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	e. Possible conflict of interest?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	f. Nepotism policies?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	g. Related-party policies?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

43.	a. For DFPS cost reimbursement contracts and budget-based unit rate contracts, does the amount of salary being paid to each employee agree with the approved budget? b. If only a portion of any employee's salary is charged to DFPS (i.e., allocated) is that portion supported by an allowable and equitable allocation method? If yes, please explain allocation method(s) used _____ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
-----	---	--

II. C. TRAVEL

44.	Are expenditures for travel substantiated by travel vouchers, travel logs and/or other supporting documentation? If yes, do travel vouchers/logs contain the following information: a. Name of employee?..... b. Travel destination (to and from)..... c. Private car mileage? (to and from destination for each trip)..... d. Date and time of departure and return?..... e. Purpose of trip?..... f. Signature of employee?..... g. Approval of supervisor?.....	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
45.	Are travel expenditures under DFPS contracts billed to DFPS at, or below, rates and limitations established by state travel requirements for meals, lodging and mileage? If no, please explain: _____ _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
46.	Is out-of-state travel for DFPS projects approved by the DFPS contract manager?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

II. D. EQUIPMENT
 (If your agency as a whole does not purchase equipment with federal funds, skip to Section II E and mark here N/A)

47.	Has equipment been directly purchased with DFPS funds?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
48.	Please specify the level of capitalization used by your organization and provide definition of what your organization classifies as equipment. Dollar Amount: <u>\$ 5000.00</u> Definition of Equipment: <u>Fixed a tangible assets used for the benefit of the County for more than one year from date asset first rendered service.</u>	
49.	Were all of the equipment items purchased and billed to DFPS included in your DFPS budget? If no, please list the equipment below, and include total acquisition cost. _____ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

50.	For equipment that was directly purchased and billed to DFPS, but not detailed in the budget, was prior written approval obtained from your DFPS contract manager?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
51.	Are all equipment items, purchased with DFPS funds, tagged for the purpose of internal tracking and inventorying? Note: Since the equipment does not belong to DFPS, contractors are not to tag the equipment as "State of Texas" or "DFPS Property".	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
52.	Do you conduct a physical inventory of capital equipment purchased with federal funds? If yes, how often? <u>Yearly</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
53.	Are inventory records maintained to include: the description of the item, the serial number, funding source, the acquisition cost, the acquisition date and the inventory number? <i>Attach a copy of your inventory records for equipment purchases made with DFPS funds and mark it ATTACHMENT #II-59.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
54.	Has any equipment purchased in whole or in part with DFPS funds been disposed of? If yes, was the DFPS contract manager's approval obtained?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
55.	a. Is equipment purchased with DFPS funds being used by employees paid with DFPS funds? If no, please explain: _____ _____ b. Is equipment purchased with DFPS funds being used as outlined in the contract? If no, please explain: _____ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

II. E. SUBCONTRACTORS

56.	a. Do you subcontract DFPS contracted services? (If your agency as a whole does not utilize subcontractors, mark N/A and skip to Section II F.) b. If yes, what percentage of the work required by your contract do you estimate will be subcontracted? _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
57.	Do you maintain written contracts with all your subcontractors? If no, please explain: _____ _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
58.	Within your organization, who is responsible for reviewing and approving subcontracts, prior to execution? Provide name(s) and title(s) below. <u>Naryette Gerhardt - Asst. County Attorney</u> <u>Various staff in County Auditor's office</u>	

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

59.	Does each subcontract agreement include: a. All parties to the contract? b. Scope of work? c. When services are to be performed?..... d. Rate of pay?..... e. Measurable method of payment? f. Termination clause?..... g. Performance measures?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
60.	Do all your subcontracts for services under your DFPS contract(s) (e.g., direct services to clients) either include the terms required by your DFPS contract or reference the required terms? If no, please explain. <hr/> <hr/> <i>Please attach a copy of your subcontract agreement and mark it ATTACHMENT #II-60.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
61.	Do you have procedures in place to monitor that services under your DFPS contract(s) are being delivered and paid by subcontractors as required by your DFPS contract(s)? If yes, please attach a copy of your service monitoring procedures and mark it ATTACHMENT #II-61.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
62.	a. Do you competitively procure your subcontractors? b. If you have any DFPS contracts for \$100,000 or more, do you make a good faith effort to subcontract with Historically Underutilized Businesses (HUBS)? In no or n/a, please explain. <hr/> <i>Please attach an explanation of your subcontractor procurement policies and procedures and mark it ATTACHMENT #II-62.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
63.	Have all subcontracts for services under your DFPS contract (e.g., direct services to clients) been approved by your DFPS contract manager?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

SECTION II F: TITLE IV-E CHILD WELFARE SERVICES CONTRACT INFORMATION
 (This section pertains only to any County Title IV-E Child Welfare Services Contracts that the county may have with DFPS. Provide answers only as they relate to that contract. This section does not pertain to any Title IV-E County Legal Services Contract the county may have with DFPS.) For purposes of this Section the terms County and County Child Welfare Board are synonymous

64.	If administrative costs will be claimed, has the county submitted an administrative budget to DFPS for review and approval?	<input type="checkbox"/> Yes <input type="checkbox"/> No
65.	If any administrative costs claimed under the contract are shared with other contracts (both DFPS and non-DFPS), has the county submitted a cost allocation plan to DFPS for review and approval? If no, please describe your allocation process and mark as ATTACHMENT #II-65.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

66.	Does the County Child Welfare Board have a process that DFPS Caseworkers must follow in order to obtain assistance from the County Child Welfare Board for a Foster Child? a). If yes, is the above policy a written (published) policy? <i>Attach a description of the process or a copy of the written policy and mark as ATTACHMENT #II-66.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
67.	Has/have the county Title IV-E contract(s) been audited by county internal or external auditors? If yes, provide fiscal period and date of audit. _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
68.	Do the Region and the county conduct an annual review of the county Title IV-E contracts? If yes, provide date of last review. _____ Note: An annual review of the contract is specified in the contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No
69.	How does the Child Welfare Board pay for the supplemental child-care expenses? <i>Provide a description of the process and name and/or position of responsible person/staff and mark it as ATTACHMENT #II-69.</i>	
70.	What back-up documentation does the county maintain to support Title IV-E reimbursements? <i>Provide a description of the documentation and mark it as ATTACHMENT #II-70.</i>	
71.	Who maintains the documentation within the county (i.e., Child Welfare Board, County Auditor, Other)? Provide the name of the county Department or name and/or position of responsible person/staff. _____ _____	
72.	Who creates the County Title IV-E Claims Voucher (Quarterly Billing)? Provide the name and/or position of responsible person/staff. _____	
73.	Does the county's bookkeeping process, including the preparation of the Quarterly Billing, exclude involvement by a DFPS staff bookkeeper or accountant? If no, provide a description of the DFPS bookkeeper or accountant's role in the process and mark it ATTACHMENT #II-73. Note: As per DFPS policy, DFPS staff cannot have any bookkeeping function in relation to Title IV-E CWB contracts.	<input type="checkbox"/> Yes <input type="checkbox"/> No
74.	Who, within the county, signs the County Title IV-E Claims Voucher (Form 4116 – State of Texas Purchase Voucher Quarterly Billing)? Provide the name and/or position of the responsible person/staff. _____ _____	

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

75.	How does the county insure the County Title IV-E Claims Voucher is reconciled with the county's general ledger? _____ _____	
76.	Does the county have a process to insure that all expenditures claimed are allowable expenditures? <i>If yes, attach a short description of the process and mark it ATTACHMENT #II-76.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
77.	Does the county have a process to insure that all any raised or donated funds used as certified match for the County Title IV-E Claims Voucher are unrestricted funds? <i>If yes, attach a short description of the process and mark it ATTACHMENT #II-77.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
78.	How does the county know which children are IV-E eligible? Provide a description of the process and the name and/or position of responsible person/staff and mark it as ATTACHMENT #II-78.	
79.	If a person other than the County Judge or County Auditor has signature authority, has the county provided DFPS with a document clearly naming the persons authorized to act on behalf of the county on matters concerning the county Title IV-E contract? (i.e., Person authorized to sign vouchers, responsible County Child Welfare Board staff, etc).	<input type="checkbox"/> Yes <input type="checkbox"/> No

CERTIFICATION

Signed by an individual legally responsible for the conduct of the contractor, such as a corporate officer, an association officer, or a government official. The administrator/director is authorized to sign only if he/she holds one of these positions.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE, THAT THE INFORMATION REPORTED HEREIN IS TRUE, CORRECT AND COMPLETE.

Sherri E. Fleming
Signature

4-1-09
Date

Sherri E. Fleming
Printed/Typed Name

Executive Manager
Title

Travis Co. Health and
Human Services and
Veterans Service



Created 7-23-09 at 3:53pm

Human Resources Management Department

1010 Lavaca Street, 2nd Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-3128

July 14, 2009

MEMORANDUM OF SELF INSURANCE

This memorandum affirms that pursuant to resolution of the Travis County Commissioners Court, the County is self-insured for the following to the extent required by state statutes:

General Liability, Including:

- Premises and Operations
- Professional (includes Errors & Omissions)
- Contractual
- X,C,U
- Personal Injury

Automobile Liability

- Owned Vehicles
- Hired Vehicles

Workers' Compensation

Travis County vehicles are exempt from providing proof of insurance in accordance with Section 33, Article VI, General Provisions, of the Texas Motor Vehicle Laws.

This memorandum is issued to: **Texas Dept. of Family and Protective Services**

Dan Mansour

Dan Mansour, ARM
Benefit & Risk Manager

DM/dps

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GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>

Department/Division:	Travis County Health & Human Services and Veterans Service
Contact Person/Title:	John C. Bradshaw/ Contract Specialist
Phone Number:	854-4277

Grant Title:	SVCI (Seniors and Volunteers for Childhood Immunization)		
Grant Period:	From: 9/1/08	To: 8/31/09	
Grantor:	University of North Texas		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	

Check One:	New: <input type="checkbox"/>	Continuation: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input type="checkbox"/>	Ongoing Award: <input checked="" type="checkbox"/>	
Type of Payment:	Advance: <input type="checkbox"/>	Reimbursement: <input checked="" type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	TOTAL
Personnel:		8,845.20				8,845.20
Operating:						0
Capital Equipment:						0
Indirect Costs:						0
Total:	0	8,845.20	0	0	0	8,845.20
FTEs:		.25				.25

Auditor's Office Review: <input checked="" type="checkbox"/>	Staff Initials: <u>MG</u>
Auditor's Office Comments:	
County Attorney's Office Contract Review: <input checked="" type="checkbox"/>	Staff Initials: <u>EH</u>

Performance Measures Applicable Depart. Measures*	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Number of volunteers	1,100	813	903			1,100
Number of volunteer hours	225,000	59,040	118,379			225,000
Estimated savings to taxpayers	\$3,462,750	\$908,626	\$1,775,683			\$3,462,750
Measures For Grant**						
Number of Volunteers	31	19	13			31

Outcome Impact Description	Volunteers for the SVCI program are recruited by RSVP to explain to new mothers the importance of having their babies vaccinated.					
Number of Volunteer Hours	595	200	181			595
Outcome Impact Description	Volunteers distribute information to new mothers at local hospitals.					
Number of Mothers Enrolled	839	235	270			839
Outcome Impact Description	Mothers enrolled in the program receive mailings informing them when it is time for their child's immunizations.					

*The numbers for these measures are cumulative.

**The numbers for these measures are by quarter. They are not cumulative.

PBO Recommendation:
 Health and Human Services requests that the Court approve a grant contract/interlocal agreement between Travis County, as a subcontractor to the University of North Texas, for a grant from the Texas Department of Health. This contract will provide \$8,424 to continue the Seniors and Volunteers for Childhood Immunization Project (SVCI). This program will coordinate RSVP volunteer services utilizing a part time worker. The County just received the final grant contract and the contract is typically received towards the end of the grant term each year.

There is no county match required for these funds. This program does not obligate the County to continue to provide these services after expiration of the grant.

PBO recommends approval of the contract to continue the department's existing program.

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

The Seniors and Volunteers for Childhood Immunization (SVCI) program is run out of the RSVP offices. A grant from the RSVP Advisory Council helps pay part of the salary of an RSVP staff member who recruits volunteers to provide information to new mothers about the importance of vaccinating their babies. The SVCI program provides volunteer opportunities for RSVP participants.

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

If UNT were to decrease or eliminate funding for the SVCI Program, then RSVP would seek money from other sources, including the General Fund.

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 cash or in-kind match is required.

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

The UNT grant does not allow payment of administrative costs.

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

If the University of North Texas were to decrease or eliminate funding for the SVCI Program, then the RSVP office would seek money from other sources, including the General Fund.

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

NA

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

In addition to the part-time, grant-funded employee, the SVCI Program uses senior volunteers supplied by the RSVP Program. The RSVP Program is mandated by the Older Americans Act as a way to provide volunteer opportunities for adults 55 years old and older.



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767**

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

DATE: July 7, 2009
TO: Members of the Commissioners Court
FROM: *Sherri E. Fleming*
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service
SUBJECT: University of North Texas grant contract

Proposed Motion:

Consider and take appropriate action to approve a grant contract with the University of North Texas to fund the Seniors and Volunteers for Childhood Immunization program for FY'09.

Summary and Staff Recommendations:

The Seniors and Volunteers for Childhood Immunization (SVCI) program provides information to new mothers about the importance of vaccinating their babies. While in the hospital, new mothers can sign up to receive mailings during their child's first year reminding them that certain vaccinations are due. More than 10,000 mothers have enrolled since the program began in FY'97.

A grant from the University of North Texas (UNT) provides \$8,845.20 to help cover program costs. A staff member with the Retired Senior Volunteer Program (RSVP) administers the SVCI program and works with RSVP volunteers to distribute information at local hospitals.

TCHHSVS staff recommends approving this grant contract.

Budgetary and Fiscal Impact:

The \$8,845.20 grant from UNT does not require a cash or in-kind match. This grant is combined with \$4,000 from the RSVP Advisory Council for a total of \$12,845.20 in grant funding for the SVCI program.

Issues and Opportunities:

In addition to the work done by the grant-funded staff member, the SVCI program uses RSVP volunteers. This allows the program to reach more new mothers.

Background:

UNT has provided grant funds for the SVCI program since FY'97, but has reduced the amount of funding over the years. The RSVP Advisory Council agreed to help make up the deficit.

Cc: Deborah Britton, Division Director, Community Services, TCHHS/VS
Fred Lugo, Manager, Travis County Retired Senior Volunteer Program
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Ellen Heath, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office

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**UNIVERSITY OF NORTH TEXAS
Denton, Texas**

UNT SUBCONTRACT NO. G72135-06

COST REIMBURSEMENT

THIS AGREEMENT, by and between the University of North Texas, (hereinafter "UNT"), 1155 Union Circle #305350, Denton, Texas, 76203-5017, and Travis County through the Travis County RSVP (hereinafter "Subcontractor"), 100 North IH-35, Suite 3800, Austin, Texas, 78701, and constituting a subcontract under Texas Department of State Health Services (TDSHS) Document No: 2009-028197-001 : between UNT and the Immunization Division of the TDSHS (hereinafter "Sponsor").

WITNESSETH:

WHEREAS, UNT has entered into the above referenced agreement with Sponsor in order to provide administrative support and technical assistance to certain entities in the implementation of projects regarding childhood immunization; and

WHEREAS, in connection with such work, Subcontractor desires to be one of the entities to receive administrative support and technical assistance from UNT and, as such, is willing to perform certain services, as herein provided;

NOW, THEREFORE, in consideration of the foregoing and in further consideration of the premises as hereinafter set forth, the parties agree to the following terms and conditions:

Article 1. Integration of Subcontract

The parties acknowledge that this Agreement is part of a series of contracts between UNT, Sponsor and other entities in order to accomplish a series of specific projects, generically identified as the "Seniors and Volunteers for Childhood Immunization" or "SVCII" Projects. This Agreement is to be construed as part of the overall SVCII project agreement with Sponsor.

Article 2. Objectives of the SVCII Projects and Subcontract

The objectives of the SVCII Projects are as follows:

- a. to persuade parents to start immunization of their infants on a timely basis and check with their providers about their preschool child's immunization status.
- b. persuade providers to check the immunization records of every child they treat and use every opportunity to bring children up to date

Article 3. UNT Project Directors

All work under this Subcontract shall be performed under the general guidance and technical direction of Kathy Dreyer, UNT Project Coordinator. Such guidance and direction shall not, however, effect any change in the provisions of this Subcontract, increase its estimated cost, or extend the period of performance. Such changes shall be made only by amendment to this Subcontract in the manner stipulated herein. The UNT Project Coordinator is not authorized to amend the terms of this subcontract in any manner.

Article 4. Responsibilities of Subcontractor

In the performance of this Subcontract, Subcontractor agrees to fulfill the following responsibilities:

- a. Subcontractor agrees to develop and operate a SVCI Project in accordance with the terms and conditions set forth herein and as specifically described in Attachment A hereto.
- b. In the operation of its SVCI Project, Subcontractor agrees to exercise reasonable efforts to assure that:
 1. it will address local needs that are not being met by other sources of funding;
 2. it will prevent unnecessary duplication of services within a community;
 3. it will encourage cooperation and inter-dependence between regional and local public health systems/organizations providing services in order to maximize impact and effectiveness of these limited resources; and
 4. it will strive to ensure the sustainability and maintenance of project momentum beyond the availability of public health funds.
- c. If Subcontractor is establishing a new SVCI Project, Subcontractor agrees to participate in an initial training session for volunteer coordinators, volunteer organization directors, and coalition members on implementing their SVCI projects which will be organized by UNT. If Subcontractor is operating an established SVCI Project, Subcontractor agrees to participate in annual update training as required by UNT.
- d. Subcontractor shall allow UNT to provide on-site training as may be required and shall accept technical assistance from UNT. Subcontractor further agrees to allow UNT to perform follow up visits, as desired, to review and evaluate SVCI Project.
- e. Subcontractor agrees to assist in data collection as reasonably specified by UNT.
- f. Subcontractor agrees to maintain and submit a property inventory listing to UNT

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which sets forth any equipment and supplies which may be purchased under this Subcontract.

- g. Subcontractor agrees to provide UNT with news items of public interest regarding its SVCI Project and to allow the use of such news items as UNT sees fit.
- h. Subcontractor agrees to provide UNT with any information which it may reasonably require regarding Subcontractor's SVCI Project and shall allow UNT to review all records related thereto.
- i. In the operation of its SVCI Project, Subcontractor agrees to obey all reasonable directives of UNT.

Article 5. Programmatic Reports

Subcontractor agrees to provide timely and accurate Programmatic reports to the UNT Project Directors in the types and amounts in Attachment A. If Attachment A does not contain a report schedule, Subcontractor hereby agrees to provide interim and final Programmatic reports, as required of UNT by Sponsor, of the work hereunder to the UNT Project Coordinator no later than seven days prior to submission of UNT reports to Sponsor.

Article 6. Period of Performance, Stop Work and Termination

- a. The period of performance under this Subcontract shall begin on September 1, 2008 and shall terminate on August 31, 2009, unless extended or sooner terminated in accordance with the provisions herein.
- b. UNT may notify Subcontractor to stop work at any time, in which case Subcontractor agrees to immediately cease incurring expenses hereunder and to forego incurring additional expenses until so notified by UNT.
- c. UNT may terminate this Subcontract by giving written notice to Subcontractor if, in the sole judgment of UNT, Subcontractor is not properly fulfilling its obligations hereunder. Further, if the underlying TDH document number 2009-028197-001 is canceled or if some of the other integral contracts and arrangements between the other parties render it impossible or impractical to proceed with this Subcontract, UNT retains the right to immediately terminate this Subcontract upon written notification to Subcontractor.
- d. In the event that UNT terminates this Subcontract pursuant to Art. 6 (b) or (c) above, UNT agrees to pay Subcontractor for all costs incurred by Subcontractor under the terms of this Subcontract through the date that Subcontractor received notice of said termination of the date of the termination set forth in the notice, whichever comes later.

Article 7. Compensation

- a. In performing this Subcontract, Subcontractor agrees to adhere to the budget set forth in

Attachment B . UNT shall pay Subcontractor on a cost-reimbursable basis in an amount not to exceed \$8, 845. 20. Such reimbursement shall be made in accordance with the budget set forth in Attachment B.

b. Subcontractor agrees not to use funds provided under this Subcontract for indirect costs or for the purchase of vaccines.

c. Subcontractor further agrees to obtain prior written approval from UNT prior to using any funds provided under this Subcontract for: (1) out of state travel; (2) immunization supplies; or (3) purchase of equipment.

d. ALL COSTS INCURRED BY SUBCONTRACTOR MUST BE BILLED NOT LATER THAN FORTY-FIVE (45) DAYS AFTER TERMINATION OF THIS SUBCONTRACT. ANY COST NOT BILLED WITHIN FORTY-FIVE (45) DAYS AFTER TERMINATION WILL NOT BE PAYABLE UNDER THIS SUBCONTRACT.

e. ALL PAYMENTS TO SUBCONTRACTOR ARE CONTINGENT UPON THE SATISFACTORY PERFORMANCE OF THE WORK HEREUNDER AND THE APPROVAL OF SUCH BY THE UNT PROJECT COORDINATOR, WHO SHALL BE THE SOLE JUDGES OF THE ADEQUACY AND APPROPRIATENESS OF THE WORK PERFORMED BY SUBCONTRACTOR HEREUNDER.

f. All payments shall be sent to:
Fred Lugo, RSVP Director
Travis County RSVP
100 N. I-35, Suite 3800
Austin, Texas 78701
Phone: (512) 854-4105
Fax: (512) 854-4131
Fred.lugo@co.travis.tx.us

Article 8. Billing Instructions

a. During the term of this Subcontract, Subcontractor shall submit an itemized monthly invoice to UNT for payment of reimbursable services performed and expenses incurred during the preceding month. These invoices must be in sufficient detail and must be accompanied by all supporting documents as may be required for payment by UNT. UNT shall review invoices and make a reasonable determination of allowable costs.

Invoices are to be submitted to:
Office of Purchasing and Payment Services
University of North Texas
1155 Union Circle # 310499
Denton, Texas 76203-0499

With Copy to:

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Kathy Dreyer
Project Coordinator
Center for Public Service
1155 Union Circle #310919
Denton, Texas 76203-0919

b. UNT shall only be obligated to pay those funds as specified and expended in accordance with this Subcontract and the approved budget. Further, payment by UNT under this Subcontract is explicitly contingent on UNT's receipt of funds to cover same from the Sponsor pursuant to the underlying agreement with Sponsor.

Article 9. Audit and Reimbursement

a. The books of account, files, and other records of Subcontractor which are applicable to this Subcontract shall be available at all reasonable times for inspection, review and audit by representatives of UNT, Sponsor and/or another authorized agency to determine the proper application and use of all funds paid to or for the account or benefit of Subcontractor. Subcontractor agrees to maintain these records and make them available as required for a minimum of five (5) years following completion or termination of this Subcontract.

b. The allowability of costs under this Subcontract shall be determined in accordance with OMB Circular A-21 and appropriate Sponsor regulations. Subcontractor assumes sole responsibility for reimbursement to UNT and/or Sponsor of a sum of money equivalent to the amount of any expenditures disallowed should Sponsor or another authorized agency rule through audit exception or some other appropriate means that expenditures from funds allocated to Subcontractor were not made in compliance with the terms of this Subcontract.

Article 10. Legal Compliance

Subcontractor agrees to exercise its best efforts to comply with the following:

a. Subcontractor agrees to comply with all Federal and State statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. " 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. ' 794) which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. " 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) " 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to

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nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

b. Subcontractor agrees to comply with P.L. 93-348 regarding the protection of human subjects, if any, involved in research, development and/or related activities under this Subcontract. Subcontractor agrees to bear full responsibility for the performance of all work and services involving the use of human subjects under this Subcontract in a proper manner and as safely as is feasible.

c. Subcontractor agrees to comply with all applicable requirements of Federal and state law, executive orders, regulations and policies governing any activities undertaken during the performance of this Subcontract.

d. Subcontractor agrees to comply with the requirements and obligations imposed on the PERFORMING AGENCY in the General Provisions for Texas Department of State Health Services Contracts (attached hereto as Attachment C and incorporated herein for all purposes). Subcontractor further agrees and understands that in the performance of this Subcontract, UNT shall have all of the rights of the RECEIVING AGENCY as set forth in Attachment C.

Article 11. Independent Contractor

The parties hereto agree that Subcontractor retains the right to control and direct the performance of all work under this Subcontract. No provision of this Subcontract shall be construed as making Subcontractor the employee, agent, joint venturer or partner of UNT or of the Federal Government. Subcontractor agrees that it has entered into this Subcontract and will discharge its obligations, duties and undertakings and the work pursuant thereto, whether requiring professional judgment or otherwise, as an independent subcontractor without imputing liability on the part of UNT or the Federal Government for the acts of Subcontractor or its employees. Subcontractor shall not have the power to contract for or otherwise bind UNT, nor shall Subcontractor represent to any third party that it has such power.

Article 12. Indemnification

Subcontractor shall take all reasonable precautions in the performance of its duties under this Subcontract to protect the health and safety of employees and of members of the public and minimize all hazards of life and property. To the extent allowed by law, Subcontractor agrees to indemnify, defend and hold UNT harmless from any and all liability related to Subcontractor's activities under this Subcontract, as well as acts of negligence or bad faith on the part of Subcontractor.

Article 13. Subcontractor Responsibility and Liability

Approval of UNT shall not constitute nor be deemed a release of the responsibility and liability of Subcontractor, its employees, agents or associates for the accuracy and competency of their

lel.

reports, information, documents or services nor shall approval be deemed to be the assumption of such responsibility by UNT for any defect, error, omission, act or negligence or bad faith by Subcontractor, its employees, agents or associates.

Article 14. Notices

All notices under this Subcontract given by either party to the other shall be in writing and shall be sent by U.S. Postal Service, Certified Mail, Return Receipt requested, postage prepaid and addressed to the following individuals:

For UNT: Kristi Lemmon
Director, Sponsored Projects
Office of Research Services
University of North Texas
1155 Union Circle, #305250
Denton, Texas 76203-5017
940-565-3940 (voice)
940-565-4277 (fax)
Kristi.Lemmon@unt.edu

For Subcontractor: Della Sprager, SVCI Coordinator
100 N. I-35, Suite 3800
Austin, Texas 78701
Phone: (512).854-5874
Fax: (512).854.-4131
Della.Sprager@co.travis.tx.us

Article 15. Governing Law and Venue

This Subcontract shall be governed by and construed in accordance with the laws of the State of Texas and venue shall lie in Denton County, Texas.

Article 16. Assignment and Subcontracting

This Subcontract may not be assigned in whole or in part without the prior written permission of UNT. No portion of the work hereunder may be subcontracted to a third party without the prior written consent of UNT.

Article 17. Amendments

This Subcontract may be extended, renewed, or otherwise amended at any time by the mutual written consent of the parties. No modification of this Subcontract or waiver of the terms or conditions hereof shall be binding upon either party hereto unless approved in writing by an authorized representative, or shall be effected by the acknowledgement or acceptance of purchase order forms containing other or different terms and conditions whether or not assigned by an authorized representative of the party.

Article 18. Health Insurance Portability and Accountability Act of 1996-

Subcontractor certifies that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with the applicable HIPAA requirements in the course of this agreement.

Article 19. Enforceability

The failure of either party to enforce any provision of this Subcontract or to exercise any remedy available under this Subcontract or in accordance with law upon the other party's breach of the terms, covenants and conditions of this Subcontract or the failure to demand the prompt performance of any obligation under this Subcontract shall not be construed as a waiver or limitation of such right or remedy, or the party's right to subsequently enforce and compel strict compliance with every provision of this Subcontract.

Article 20. Dispute Resolution

Chapter 2260 of the Texas government Code establishes a dispute resolution process for contracts involving goods, services and certain types of projects. If Chapter 2260 applies to this Agreement, then the statutory dispute resolution process must be used to resolve disputes arising hereunder.

Article 21. Captions

The captions to the various clauses of this Subcontract are for informational purposes only and shall not alter the substance of the terms and conditions of this Subcontract.

Article 22. Entire Agreement

This Subcontract, together with the Attachments hereto, constitutes the entire agreement between the parties and supersedes all previous agreements and understandings relating to the matter described herein.

Article 23. Immunity

It is expressly understood and agreed by all Parties that neither the execution of this agreement, nor any conduct of any representative of either Party relating to this agreement shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to that Party against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

IN WITNESS WHEREOF, the parties have executed this Subcontract as of the date of the last signature following.

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UNIVERSITY OF NORTH TEXAS

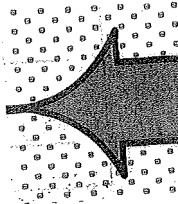
TRAVIS COUNTY THROUGH
TRAVIS COUNTY RSVP

By *L m H*
Andrew M. Harris
Vice President for Finance and Administration

By: _____
Samuel T. Biscoe
Travis County Judge

Date 2 July 09

Date _____



ATTACHMENT A

DESCRIPTION OF SVCI PROJECT TO BE OPERATED BY SUBCONTRACTOR

UNT Subcontract No. G72198-06

PERFORMING AGENCY will develop and deliver immunization activities organized and operated in accordance with the model known as "Seniors and Volunteers for Childhood Immunization" and designed to:

- 1) expand the base of immunization education/outreach activities being conducted on the local level
- 2) address needs that are not being met by other sources of funding
- 3) prevent unnecessary duplication of services within a community

PERFORMING AGENCY agrees that all activities will be performed in accordance with RECEIVING AGENCY'S guidelines and request for application (RFA), and PERFORMING AGENCY'S application as approved by the RECEIVING AGENCY. All of the above-named documents are adopted by reference as part of this Attachment. Any revisions to said document will be approved by RECEIVING AGENCY and transmitted in writing to PERFORMING AGENCY.

PERFORMING AGENCY will provide an estimated 80 clients/mo. with services in or benefiting the area defined as: Travis County.

Programmatic Report

UNT must submit a quarterly programmatic report to the Sponsor. PERFORMING AGENCY will submit progress reports quarterly (not later than: January 15; May 15; September 15; following the end of each quarter) to Kathy Dreyer, SVCI Project Coordinator, Texas Institute for Research and Education on Aging (TIREA), University of North Texas, P.O. Box 310919, Denton, TX 76203-0919. PERFORMING AGENCY will include the following information in each quarterly programmatic report: 1) hospital volunteer coverage (number of SVCI volunteers and alternates) for each day of the week at each hospital as well as volunteers assigned to reminder and follow-up duties; 2) volunteer recruitment, retention, and roles; 3) volunteer coordinator and paid staff hours; 4) follow-up data; 5) list of any new or continuing sources funding SVCI (other DSHS/UNT); 6) list of any collaborative events or other activities, such as participation/staffing at health fairs and immunization clinics, to promote childhood immunization that occurred during the current reporting period; 7) report public promotion of SVCI program during the current reporting period (i.e. articles in newspapers or newsletters; radio; or television advertisements or segments, etc.), including any attempts to solicit publicity for your SVCI program via submission of press releases, articles, or other efforts; 8) report any problems/challenges related to SVCI program that occurred during the current reporting period or have continued from a previous reporting period; 9) report SVCI-related plans (training, recruiting, planning, etc.) for next reporting period; 10) report any anecdotal information or testimonials your agency has received (from volunteer, family, or other sources).

This, and any other requirement for time-based performance, will apply to performance only as of the date that this Subcontract is signed by both parties. Performing Agency will not be penalized in any way for failure to make timely reports, etc., relative to activities prior to the date of full execution of this contract.

ATTACHMENT B

Travis County RSVP

Proposed Budget (September 1, 2008 - August 31, 2009)

Salaries	\$ 8,845.20
FICA-OASDI	0.00
Hospitalization	0.00
Life Insurance	0.00
Retirement Contribution	0.00
Worker's Comp	0.00
FICA/Medicare	0.00
Total	\$ 8,845.20

Total reimbursement will not exceed \$8,845.20

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ATTACHMENT C

Fiscal Year 2009 Texas Department of State Health Services Interagency
General Provisions
Core Sub-recipient

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2009-028197 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and UNIVERSITY OF NORTH TEXAS (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is \$142,540.00, and the payment method(s) shall be as specified in the Program Attachments.
3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
4. **Term of the Contract.** This Contract begins on ~~09/01/2008~~ and ends on ~~03/31/2009~~. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
6. **Documents Forming Contract.** The Contract consists of the following:
 - a. Core Contract (this document)
 - b. Program Attachments:

2009-028197-001 Immunization/Seniors and Volunteers for Childhood Immunizations
 - c. General Provisions (Sub-recipient)
 - d. Solicitation Document(s), and
 - e. Contractor's response(s) to the Solicitation Document(s).
 - f. Exhibits

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Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: UNIVERSITY OF NORTH TEXAS
Address: OFFICE OF RESEARCH SERVICES
1155 UNION CIRCLE #305250
DENTON, TX 76203-5017
Vendor Identification Number: 17560021499002

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

UNIVERSITY OF NORTH TEXAS

By: [Signature]
Signature of Authorized Official

By: [Signature]
Signature

1/14/09
Date

6 JAN 09
Date

Bob Burnette, C.P.M., CTPM
Director, Client Services Contracting Unit

Andrew M. Harris
Vice President for Finance & Administration

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

1155 UNION CIRCLE #305250
DENTON, TEXAS 76203-5017

(512) 458-7470

(940) 565-3940

Bob.Burnette@dshs.state.tx.us

Kristi.Lemmon@unt.edu

**Fiscal Year 2009 Department of State Health Services Contract
General Provisions
(Core/Subrecipient)**

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Fiscal Year 2009 Department of State Health Services Contract
General Provisions
(Core/Subrecipient)

ARTICLE I COMPLIANCE AND REPORTING

Section 1.01 Compliance with Statutes and Rules. Contractor shall comply, and shall require its subcontractor(s) to comply, with the requirements of the Department's rules of general applicability and other applicable state and federal statutes, regulations and rules as such statutes, regulations and rules currently exist and as they may be lawfully amended. The Department rules are located in the Texas Administrative Code, Title 25 (Rules). To the extent this Contract imposes a higher standard, or additional requirements beyond those required by applicable statutes, regulations or the Rules, the terms of this Contract shall control.

Section 1.02 Compliance with Requirements of Solicitation Document. Except as specified in these General Provisions or the Program Attachment(s), Contractor shall comply with the requirements, eligibility conditions, assurances, certifications and program requirements of the Solicitation Document, if any, (including any revised or additional terms agreed to in writing by Contractor and DSHS prior to execution of this Contract) for the duration of this Contract or any subsequent renewals. The Parties agree that the Department has relied upon the Contractor's response to the Solicitation Document. The Parties agree that any misrepresentation contained in the Contractor's response to the Solicitation Document shall constitute a breach of this Contract.

Section 1.03 Reporting. Contractor shall submit reports in accordance with the reporting requirements established by the Department and shall provide any other information requested by the Department in the format required by DSHS. Failure to submit a required report or additional requested information by the due date specified in the Program Attachment(s) or upon request constitutes a breach of contract, may result in delayed payment and/or the imposition of sanctions and remedies, and, if appropriate, emergency action; and may adversely affect evaluation of Contractor's future contracting opportunities with the Department.

Section 1.04 Client Eligibility. Where applicable, Contractor shall use financial eligibility criteria, financial assessment procedures and standards developed by the Department to determine client eligibility.

Section 1.05 Applicable Contracts Law and Venue for Disputes. Regarding all issues related to contract formation, performance, interpretation, and any issues that may arise in any dispute between the Parties, this Contract shall be governed by, and construed in accordance with, the laws of the State of Texas. In the event of a dispute between the Parties, venue for any suit shall be Travis County, Texas.

Section 1.06 Applicable Laws and Regulations Regarding Funding Sources. Where applicable, federal statutes and regulations, including federal grant requirements applicable to funding sources, shall apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies as well as Office of Management and Budget (OMB) Circulars, the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code Chapter 783, as amended, and Uniform Grant Management Standards (UGMS), as amended, by revised federal circulars and incorporated in UGMS by the Governor's Budget, Planning and Policy Division. UGMA is located on the Internet at <http://tlo2.tlc.state.tx.us/statutes/statutes.html>; the UGMS are located on the

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Internet at <http://www.governor.state.tx.us/divisions/stategrants/guidelines/files/UGMS062004.doc>. Contractor also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements §___.14. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, as specified on the Internet at <http://whitehouse.gov/omb/grants/chart.html>, and the U.S. Health and Human Services Grants Policy Statement located on the Internet at http://www.hhs.gov/grantsnet/docs/HHSGPS_107.doc. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.

Section 1.07 Statutes and Standards of General Applicability. It is Contractor's responsibility to review and comply with all applicable statutes, rules, regulations, executive orders and policies. To the extent applicable to Contractor, Contractor agrees to comply with the following:

- a) the following statutes, rules, regulations, and DSHS policy (and any of their subsequent amendments) that collectively prohibit discrimination on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation (where applicable), disabilities, age, substance abuse, political belief or religion: 1) Title VI of the Civil Rights Act of 1964, 42 USCA §§ 2000d et seq.; 2) Title IX of the Education Amendments of 1972, 20 USCA §§ 1681-1683, and 1685-1686; 3) Section 504 of the Rehabilitation Act of 1973, 29 USCA § 794(a); 4) the Americans with Disabilities Act of 1990, 42 USCA §§ 12101 et seq.; 5) Age Discrimination Act of 1975, 42 USCA §§ 6101-6107; 6) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 USCA § 290dd (b)(1); 7) 45 CFR Parts 80, 84, 86 and 91; 8) U.S. Department of Labor, Equal Employment Opportunity E.O. 11246, as amended and supplemented; 9) Tex. Lab. Code Chapter 21; 10) Food Stamp Act of 1977 (7 USC § 200 et seq.; 11) Executive Order 13279, 45 CFR Part 87 or 7 CFR Part 16 regarding equal treatment and opportunity for religious organizations; and 12) DSHS Policy AA-5018, Non-discrimination Policy for DSHS Programs;
- b) Drug Abuse Office and Treatment Act of 1972, 21 USCA §§ 1101 et seq., relating to drug abuse;
- c) Public Health Service Act of 1912, §§ 523 and 527, 42 USCA § 290dd-2, and 42 CFR Part 2, relating to confidentiality of alcohol and drug abuse patient records;
- d) Title VIII of the Civil Rights Act of 1968, 42 USCA §§ 3601 et seq., relating to nondiscrimination in housing;
- e) Immigration Reform and Control Act of 1986, 8 USCA § 1324a, regarding employment verification;
- f) Pro-Children Act of 1994, 20 USCA §§ 6081-6084, regarding the non-use of all tobacco products;
- g) National Research Service Award Act of 1971, 42 USCA §§ 289a-1 et seq., and 6601 (PL 93-348 and PL 103-43), as amended, regarding human subjects involved in research;
- h) Hatch Political Activity Act, 5 USCA §§ 1501-1508 and 7321-26, which limits the political activity of employees whose employment is funded with federal funds;
- i) Fair Labor Standards Act, 29 USCA §§ 201 et seq., and the Intergovernmental Personnel Act of 1970, 42 USCA §§ 4701 et seq., as applicable, concerning minimum wage and maximum hours;
- j) Tex. Gov. Code Chapter 469, pertaining to eliminating architectural barriers for persons with disabilities;

- k) Texas Workers' Compensation Act, Tex. Lab. Code, Chapters 401-406 and 28 Tex. Admin. Code Part 2, regarding compensation for employees' injuries;
- l) The Clinical Laboratory Improvement Amendments of 1988, 42 USC § 263a, regarding the regulation and certification of clinical laboratories;
- m) The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR § 1910.1030, or Title 25 Tex. Admin. Code Chapter 96 regarding safety standards for handling blood borne pathogens;
- n) Laboratory Animal Welfare Act of 1966, 7 USC §§ 2131 et seq., pertaining to the treatment of laboratory animals;
- o) environmental standards pursuant to the following: 1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§ 4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247), "Protection and Enhancement of Environmental Quality;" 2) Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal Contracts, Grants, or Loans;" 3) Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961; 4) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg. 26951 and, if applicable, flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (PL 93-234); 5) Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§ 1451 et seq.; 6) Federal Water Pollution Control Act, 33 USC § 1251 et seq.; 7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§ 300f-300j; 8) Protection of endangered species under the Endangered Species Act of 1973, 16 USC §§ 1531 et seq.; 9) Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, 42 USC § 7401 et seq.; 10) Wild and Scenic Rivers Act of 1968 (16 USC §§ 1271 et seq.) related to protecting certain rivers system; and 11) Lead-Based Paint Poisoning Prevention Act (42 USC §§ 4801 et seq.) prohibiting the use of lead-based paint in residential construction or rehabilitation;
- p) Intergovernmental Personnel Act of 1970 (42 USC §§ 4278-4763) regarding personnel merit systems for programs specified in Appendix A of the federal Office of Program Management's Standards for a Merit System of Personnel Administration (5 CFR Part 900, Subpart F);
- q) Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646), relating to fair treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs;
- r) Davis-Bacon Act (40 USC §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 USC § 874), and the Contract Work Hours and Safety Standards Act (40 USC §§ 327-333), regarding labor standards for federally-assisted construction subagreements;
- s) National Historic Preservation Act of 1966, § 106 (16 USC § 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974 (16 USC §§ 469a-1 et seq.) regarding historic property to the extent necessary to assist DSHS in complying with the Acts;
- t) financial and compliance audits in accordance with Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations;" and

- u) requirements of any other applicable state and federal statutes, executive orders, regulations, rules and policies.

If this Contract is funded by a grant or cooperative agreement, additional state or federal requirements found in the Notice of Grant Award are imposed on Contractor and incorporated herein by reference.

Section 1.08 Applicability of General Provisions to Interagency and Interlocal Contracts.

Certain sections or portions of sections of these General Provisions shall not apply to Contractors that are State agencies or units of local government; and certain additional provisions shall apply to such Contractors.

- a) The following sections or portions of sections of these General Provisions shall not apply to interagency or interlocal contracts:
 - 1) Hold Harmless and Indemnification, Section 13.19;
 - 2) Independent Contractor, Section 12.15 (delete the third sentence in its entirety; delete the word "employees" in the fourth sentence; the remainder of the section applies);
 - 3) Insurance, Section 12.03;
 - 4) Liability Coverage, Section 12.05;
 - 5) Fidelity Bond, Section 12.04;
 - 6) Historically Underutilized Businesses, Section 12.10 (Contractor, however, shall comply with HUB requirements of other statutes and rules specifically applicable to that entity);
 - 7) Debt to State and Corporate Status, Section 3.01;
 - 8) Application of Payment Due, Section 3.02; and
 - 9) Article XV Claims against the Department (This Article is inapplicable to interagency contracts only).
- b) The following additional provisions shall apply to interagency contracts:
 - 1) This Contract is entered into pursuant to the authority granted and in compliance with the provisions of the Interagency Cooperation Act, Tex. Gov. Code Chapter 771.
 - 2) The Parties hereby certify that (1) the services specified are necessary and essential for the activities that are properly within the statutory functions and programs of the affected agencies of State government; (2) the proposed arrangements serve the interest of efficient and economical administration of the State government; and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of the State of Texas to be supplied under contract given to the lowest responsible bidder.
 - 3) DSHS certifies that it has the authority to enter into this Contract granted in Tex. Health & Safety Code Chapter 1001, and Contractor certifies that it has specific statutory authority to enter into and perform this Contract.
- c) The following additional provisions shall apply to interlocal contracts:
 - 1) This Contract is entered into pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Tex. Gov. Code Chapter 791.
 - 2) Payments made by DSHS to Contractor shall be from current revenues available to DSHS.
 - 3) Each Party represents that it has been authorized to enter into this Contract.
- d) Contractor agrees that Contract Revision Requests, when signed by a duly authorized representative of Contractor, shall be effective as of the effective date specified by the

Department, whether that date is prior to or after the date of any ratification by Contractor's governing board.

Section 1.09 Civil Rights Policies and Complaints. Upon request, Contractor shall provide the Health and Human Services Commission (HHSC) Civil Rights Office with copies of all Contractor's civil rights policies and procedures. Contractor must notify HHSC's Office of Civil Rights of any civil rights complaints received relating to performance under this Contract no more than ten (10) calendar days after Contractor's receipt of the claim. Notice must be directed to --

HHSC Civil Rights Office
701 W. 51st St., Mail Code W206
Austin, Texas 78751
Toll-free phone (888) 388-6332
Phone (512) 438-4313
TTY Toll-free (877) 432-7232
Fax (512) 438-5885

ARTICLE II SERVICES

Section 2.01 Education to Persons in Residential Facilities. If applicable, Contractor shall ensure that all persons, who are housed in Department licensed and/or funded residential facilities and who are twenty-two (22) years of age or younger, have access to educational services as required by Tex. Educ. Code § 29.012. Contractor shall notify the local education agency or local early intervention program as prescribed by Tex. Educ. Code § 29.012 not later than the third calendar day after the date a person who is twenty-two (22) years of age or younger is placed in Contractor's residential facility.

Section 2.02 Disaster Services.

In the event of a local, state, or federal emergency, including natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster by the appropriate federal official, Contractor may be called upon to assist DSHS in providing services, as appropriate, in the following areas: community evacuation; health and medical assistance; assessment of health and medical needs; health surveillance; medical care personnel; health and medical equipment and supplies; patient evacuation; in-hospital care and hospital facility status; food, drug, and medical device safety; worker health and safety; mental health and substance abuse; public health information; vector control and veterinary services; and victim identification and mortuary services. Disaster services shall be carried out in the manner most responsive to the needs of the emergency, be cost effective, and be least intrusive on the primary services of the Contractor.

Section 2.03 Consent to Medical Care of a Minor. If Contractor provides medical, dental, psychological or surgical treatment to a minor under this Contract, either directly or through contracts with subcontractors, the treatment of a minor shall be provided only if informed consent to treatment is obtained pursuant to Tex. Fam. Code, Chapter 32 relating to consent to treatment of a child by a

non-parent or child or pursuant to other state law. If requirements of federal law relating to consent directly conflict with Tex. Fam. Code Chapter 32, federal law shall supersede state law.

Section 2.04 Telemedicine Medical Services. Contractor shall ensure that if a provider uses telemedicine/telepsychiatry that the services are implemented in accordance with written procedures and using protocol approved by the Contractor's medical director and utilizing equipment that complies with the equipment standards as required by the Department. Procedures of telemedicine service provision must include the following requirements:

- a) clinical oversight by the Contractor's medical director or designated physician responsible for medical leadership;
- b) contraindication considerations for telemedicine use;
- c) qualified staff members to ensure the safety of the individual being served by telemedicine at the remote site;
- d) safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
- e) use by credentialed licensed providers providing clinical care within the scope of their licenses;
- f) demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;
- g) priority in scheduling the system for clinical care of individuals;
- h) quality oversight and monitoring of satisfaction of the individuals served; and
- i) management of information and documentation for telemedicine services that ensures timely access to accurate information between the two sites.

Telemedicine Medical Services does not include chemical dependency treatment services provided by electronic means under Rule § 448.911.

Section 2.05 Fees for Personal Health Services. Contractor may develop a system and schedule of fees for personal health services in accordance with the provisions of Tex. Health & Safety Code § 12.032, DSHS Rule §1.91 covering Fees for Personal Health Services, and other applicable laws or grant requirements. The amount of a fee shall not exceed the actual cost of providing the services. No patient may be denied a service due to inability to pay.

Section 2.06 Cost Effective Purchasing of Medications. If medications are funded under this Contract, Contractor shall make needed medications available to clients at the lowest possible prices and use the most cost effective medications purchasing arrangement possible.

Section 2.07 Services and Information for Persons with Limited English Proficiency. Contractor agrees to take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities. Contractor shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter. Contractor shall make every effort to avoid use of any persons under the age of 18 or

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any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency unless the client has requested that person and the use of such a person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

ARTICLE III FUNDING

Section 3.01 Debt to State and Corporate Status. Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Contractor if Contractor is indebted to the State for any reason, including a tax delinquency. Contractor, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq., as amended). Contractor, if a corporation, further certifies that it is and will remain in good standing with the Secretary of State's office. A false statement regarding franchise tax or corporate status is a material breach of this Contract. If franchise tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Contractor's delinquent franchise tax is paid in full.

Section 3.02 Application of Payment Due. Contractor agrees that any payments due under this Contract will be applied towards any debt of Contractor, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Section 3.03 Use of Funds. Contractor agrees that it shall expend Department funds only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

Section 3.04 Use for Match Prohibited. Contractor agrees funds provided through this Contract shall not be used for matching purposes in securing other funding unless directed or approved by the Department in writing.

Section 3.05 Program Income. Gross income directly generated from Department funds through a project or activity performed under a Program Attachment and/or earned only as a result of a Program Attachment during the term of the Program Attachment are considered program income. Unless otherwise required under the terms of the grant funding this Contract, the addition alternative, as provided in UGMS § __.25(g)(2), for the use of program income shall be used by Contractor to further the program objectives of the state or federal statute under which the Program Attachment was made, and it shall be spent on the same Program Attachment project in which it was generated. Contractor shall identify and report this income in accordance with the Compliance and Reporting Article of these General Provisions and the provisions of the Program Attachment(s). Contractor shall expend program income during the Program Attachment term and may not carry forward to the succeeding term. Program income not expended in the term in which it is earned shall be refunded to DSHS. DSHS may base future funding levels, in part, upon Contractor's proficiency in identifying,

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billing, collecting, and reporting program income, and in utilizing it for the purposes and conditions set forth in this Contract.

Section 3.06 Nonsupplanting. Contractor shall not supplant (i.e., 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) but rather shall use funds from this Contract to supplement existing state or local funds currently available for a particular activity. Contractor shall make a good faith effort to maintain its current level of support. Contractor may be required to submit documentation substantiating that a reduction in local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE IV PAYMENT METHODS AND RESTRICTIONS

Section 4.01 Payment Methods. Except as otherwise provided by the provisions of the Program Attachment(s), the payment method for each program shall be one of the following methods:

- a) cost reimbursement. This payment method is based on an approved budget in the Program Attachment(s) and acceptable submission of a request for reimbursement; or
- b) unit rate/fee for service. This payment method is based on a specified rate(s) or fee(s) for a specified unit(s) of service, as stated in the Program Attachment(s) and acceptable submission of all required forms and/or deliverable(s).

Section 4.02 Billing Submission. Contractors shall bill the Department in accordance with the Program Attachment(s) in the form and format prescribed by DSHS. Unless otherwise specified in the Program Attachment(s), Contractor shall submit requests for reimbursement or payment monthly within thirty (30) calendar days following the end of the month covered by the bill.

Section 4.03 Final Billing Submission. Unless otherwise provided by the Department, Contractor shall submit a reimbursement or payment request as a final close-out bill not later than sixty (60) calendar days following the end of the term of the Program Attachment for goods received and services rendered during the term. If necessary to meet this deadline, Contractor may submit reimbursement or payment requests by facsimile transmission. Reimbursement or payment requests received in DSHS's offices more than sixty (60) calendar days following the end of the applicable term will not be paid. Consideration of requests for an exception will be made on a case-by-case basis, subject to the availability of funding, and only for an extenuating circumstance, such as, a catastrophic event, natural disaster, or criminal activity that substantially interferes with normal business operations, or causes damage or destruction of a place of business and/or records. A written statement describing the extenuating circumstance and the last request for reimbursement must be submitted for review and approval to the DSHS Accounting Section.

Section 4.04 Working Capital Advance. If allowed under this Contract, a single one-time working capital advance per term of the Program Attachment may be granted at the Department's discretion. Contractor must submit documentation to the Division Contract Management Unit

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assigned to the Program Attachment to justify the need for a working capital advance. The working capital advance must be liquidated as directed by the Department. The requirements for the documentation justifying the need for an advance and the directions for liquidating the advance are found in the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts>.

Section 4.05 Financial Status Reports (FSRs). Except as otherwise provided in these General Provisions or in the terms of the Program Attachment(s), for contracts with categorical budgets, Contractor shall submit quarterly FSRs to Accounts Payable by the thirtieth calendar day of the month following the end of each quarter of the Program Attachment term for Department review and financial assessment. The final FSR must be submitted not later than sixty (60) days following the end of the applicable term.

Section 4.06 Third Party Payors. A third party payor is any person or entity who has the legal responsibility for paying for all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local, and private funding sources. Except as provided in this Contract, Contractor shall screen all clients and shall not bill the Department for services eligible for reimbursement from third party payors. Contractor shall: (a) enroll as a provider in Children's Health Insurance Plan and Medicaid if providing approved services authorized under this Contract that may be covered by those programs, and bill those plans for the covered services; (b) provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs; (c) allow clients that are otherwise eligible for Department services, but cannot pay a deductible required by a third party payor, to receive services up to the amount of the deductible and to bill the Department for the deductible; (d) not bill the Department for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted; (e) maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement; (f) bill all third party payors for services provided under this Contract before submitting any request for reimbursement to Department; and (g) provide third party billing functions at no cost to the client.

ARTICLE V TERMS AND CONDITIONS OF PAYMENT

Section 5.01 Prompt Payment. Upon receipt of a timely, undisputed invoice pursuant to this Contract, Department will pay Contractor. Payments and reimbursements are contingent upon a signed Contract and will not exceed the total amount of authorized funds under this Contract. Contractor is entitled to payment or reimbursement only if the service, work, and/or product has been authorized by the Department and performed or provided pursuant to this Contract. If those conditions are met, Department will make payment in accordance with the Texas prompt payment law (Tex. Gov. Code Chapter 2251). Contractor must comply with Tex. Gov. Code Chapter 2251 regarding its prompt payment obligations to subcontractors. Payment of invoices by the Department shall not constitute acceptance or approval of Contractor's performance, and all invoices and Contractor's performance is subject to audit or review by the Department.

Section 5.02 Withholding Payments. Department may withhold all or part of any payments to Contractor to offset reimbursement for any ineligible expenditures or overpayments that Contractor

has not refunded to Department, or if financial status report(s) required by the Department are not submitted by the date(s) due. Department may take repayment from funds available under this Contract, active or expired, in amounts necessary to fulfill Contractor's repayment obligations.

Section 5.03 Condition Precedent to Requesting Payment. Contractor shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting cash payments including any advance payments from Department.

Section 5.04 Acceptance as Payment in Full. Except as permitted in the Fees for Personal Health Services section, Contractor shall accept reimbursement or payment from DSHS as payment in full for services or goods provided to clients, and Contractor agrees to not seek additional reimbursement or payment for services or goods from clients.

Section 5.05 No Fee or Profit. Except as provided in Section 2.05, Fees for Personal Health Services, Contractor shall not charge a fee or make a profit with respect to the Contract. A fee or profit is considered to be an amount in excess of actual allowable costs that are incurred in conducting an assistance program.

ARTICLE VI ALLOWABLE COSTS AND AUDIT REQUIREMENTS

Section 6.01 Allowable Costs. For services satisfactorily performed pursuant to this Contract, DSHS will reimburse Contractor for allowable costs. Contractor must have incurred a cost within the applicable term to be eligible for reimbursement under this Contract and prior to claiming reimbursement. DSHS shall determine whether costs submitted by Contractor are allowable and reimbursable. If DSHS has paid funds to Contractor for unallowable or ineligible costs, DSHS will notify Contractor in writing, and Contractor shall return the funds to DSHS within thirty (30) calendar days of the date of this written notice. DSHS may withhold all or part of any payments to Contractor to offset reimbursement for any ineligible expenditures that Contractor has not refunded to DSHS, or if financial status report(s) required under the Financial Status Reports section are not submitted by the date(s) due. DSHS may take repayment from funds available under any term of this Contract, active or expired, in amounts necessary to fulfill Contractor's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include:

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	OMB Circular A-87	OMB Circular A-133 and UGMS	UGMS, OMB Circular A-102, and applicable Federal awarding agency common rule
Educational Institutions	OMB Circular A-21	OMB Circular A-133 and UGMS	OMB Circular A-110 and applicable Federal awarding agency common rule

Non-Profit Organizations	OMB Circular A-122	OMB Circular A-133 and UGMS	UGMS; OMB Circular A-110 and applicable Federal awarding agency common rule
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	Program audit conducted by an independent certified public accountant in accordance with Governmental Auditing Standards.	UGMS and applicable Federal awarding agency common rule

A chart of applicable common rules is located on the Internet at <http://www.whitehouse.gov/omb/grants/chart.html>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

Section 6.02 Independent Single or Program-Specific Audit. If Contractor within Contractor's fiscal year expends a total amount of at least \$500,000 in state funds awarded or at least \$500,000 in federal funds awarded, Contractor must have a single audit or program-specific audit in accordance with the Office of Management and Budget (OMB) Circ. No. A-133, the Single Audit Act of 1984, P L 98-502, 98 Stat. 2327, and the Single Audit Act Amendments of 1996, P L 104-156, 110 Stat. 1396. The \$500,000 federal threshold amount includes federal funds passed through by way of state agency awards. The HHSC Office of Inspector General (OIG) will notify the Contractor to complete the Single Audit Determination Registration Form. If Contractor fails to complete the Single Audit Determination Form within thirty (30) days after notification by OIG to do so, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract. The audit shall be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and Uniform Grant Management Standards (UGMS) located on the Internet at <http://www.governor.state.tx.us/divisions/stategrants/guidelines/files/UGMS062004.doc>. Contractor shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS. Contractor, unless Contractor is a governmental entity, shall competitively re-procure independent single audit services every five (5) years and shall not use the same lead or coordinating audit partner (having primary responsibility for the audit) to conduct the independent audit for more than five (5) consecutive years. Procurement of audit services must comply with the procurement standards of 45 CFR Part 74 or 92, as applicable, including obtaining

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competition and making positive efforts to use small, minority-owned, and women-owned business enterprises.

Section 6.03 Submission of Audit. Within thirty (30) calendar days of receipt of the audit reports required by this section, Contractor shall submit one copy to the Department's Contract Oversight and Support Section, and one copy to the Texas Health and Human Services Commission (HHSC), Office of Inspector General (OIG), at the following addresses:

Department of State Health Services
Contract Oversight and Support, Mail Code 1326
P.O. Box 149347
Austin, Texas 78714-9347

Texas Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

If Contractor fails to submit the audit report as required by this section within thirty (30) days of receipt by Contractor of an audit report, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract.

ARTICLE VII CONFIDENTIALITY

Section 7.01 Maintenance of Confidentiality. Contractor must maintain the privacy and confidentiality of information and records received during or related to the performance of this Contract, including patient and client records that contain protected health information (PHI), and any other information that discloses confidential personal information or identifies any client served by DSHS, in accordance with applicable federal and state laws and Rules, including but not limited to 7 CFR Part 246; 42 CFR Part 2; 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act [HIPAA]); Tex. Health & Safety Code Chapters 12, 47, 81, 82, 85, 88, 92, 161, 181, 241, 245, 251, 534, 576, 577, 596, 611, and 773; and Tex. Occ. Code Chapters 56 and 159 and all applicable Rules.

Section 7.02 Department Access to PHI and Other Confidential Information. Contractor shall cooperate with Department to allow Department to request, collect and receive PHI and other confidential information under this Contract, without the consent of the individual to whom the PHI relates, for funding, payment and administration of the grant program, and for purposes permitted under applicable state and federal confidentiality and privacy laws.

Section 7.03 Exchange of Client-Identifying Information. Except as prohibited by other law, Contractor and DSHS shall exchange PHI without the consent of clients in accordance with 45 CFR § 164.504(e)(3)(i)(B), Tex. Health & Safety Code § 533.009 and Rule Chapter 414, Subchapter A or other applicable laws or rules. Contractor shall disclose information described in Tex. Health &

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Safety Code § 614.017(a)(2) relating to special needs offenders, to an agency described in Tex. Health & Safety Code § 614.017(c) upon request of that agency, unless Contractor documents that the information is not allowed to be disclosed under 45 CFR Part 164 or other applicable law.

Section 7.04 Security of Patient or Client Records. Contractor must maintain patient and client records in compliance with state and federal law relating to security and retention of medical or mental health and substance abuse patient records. Department may require Contractor to transfer original or copies of patient and client records to Department, without the consent or authorization of the patient or client, upon termination of this Contract or a Program Attachment to this Contract, as applicable, or if the care and treatment of the individual patient or client is transferred to another entity. Prior to providing services funded under this Contract to a patient or client, Contractor shall attempt to obtain consent from the patient or client to transfer copies of patient or client records to another entity funded by DSHS upon termination of this Contract or a Program Attachment to this Contract, as applicable, or if care or treatment is transferred to another DSHS-funded contractor.

Section 7.05 HIV/AIDS Model Workplace Guidelines. If providing direct client care, services, or programs, Contractor shall implement Department's policies based on the HIV/AIDS (human immunodeficiency virus/acquired immunodeficiency syndrome) Model Workplace Guidelines for Businesses, State Agencies, and State Contractors, Policy No. 090.021, and Contractor shall educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Tex. Health & Safety Code § 85.112-114. A link to the Model Workplace Guidelines can be found at <http://www.dshs.state.tx.us/hivstd/policy/pdf/090021.pdf>.

ARTICLE VIII RECORDS RETENTION

Section 8.01 Retention. Contractor shall retain records in accordance with applicable state and federal statutes and regulations. At a minimum, Contractor shall retain and preserve all other records, including financial records that are generated or collected by Contractor under the provisions of this Contract, for a period of four (4) years after the termination of this Contract. If services are funded through Medicaid, the federal retention period, if more than four (4) years, shall apply. Contractor shall retain all records pertaining to this Contract that are the subject of litigation or an audit until the litigation has ended or all questions pertaining to the audit are resolved. Legal requirements for Contractor may extend beyond the retention schedules established in this section. Contractor shall retain medical records in accordance with Tex. Admin. Code Title 22, Part 9, § 165.1(b) and (c) or other applicable statutes and regulations governing medical information. Contractor shall ensure that this provision concerning records retention is included in any subcontract it awards. If Contractor ceases business operations, it shall ensure that records relating to this Contract are securely stored and are accessible by the Department upon Department's request for at least four (4) years from the date Contractor ceases business or from the termination date of this Contract, whichever is sooner. Contractor shall provide the name and address of the party responsible for storage of records to the Division Contract Management Unit assigned to the Program Attachment.

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ARTICLE IX ACCESS AND INSPECTION

Section 9.01 Access. In addition to any right of access arising by operation of law, Contractor, and any of Contractor's affiliate or subsidiary organizations or subcontractors shall permit the Department or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including the Comptroller General of the United States, OIG, and the State Auditor's Office (SAO), unrestricted access to and the right to examine any site where business is conducted or client services are performed, and all records (including client and patient records, if any), books, papers or documents related to this Contract. If deemed necessary by the Department or the OIG, for the purpose of investigation or hearing, Contractor shall produce original documents related to this Contract. Further, Contractor shall ensure that information collected, assembled or maintained by the Contractor relative to this Contract is available to the Department for the Department to respond to requests that it receives under the Public Information Act. The Department and HHSC will have the right to audit billings both before and after payment. Payments will not foreclose the right of Department and HHSC to recover excessive or illegal payments. Contractor shall ensure that this provision concerning the right of access to, and examination of, information related to this Contract is included in any subcontract it awards.

Section 9.02 State Auditor's Office. Contractor shall, upon request, make all records, books, papers, documents, or recordings related to this Contract available for inspection, audit, or reproduction during normal business hours to any authorized representative of the SAO. The Contractor understands that the acceptance of funds under this Contract acts as acceptance of the authority of the SAO, or any successor agency, to conduct an audit or investigation in connection with those funds. The Contractor further agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested, and providing access to any information the SAO considers relevant to the investigation or audit. Contractor shall ensure that this provision concerning the authority to audit funds will apply to funds received indirectly by subcontractors through the Contractor, and the requirement to cooperate, is included in any subcontract it awards.

Section 9.03 Responding to Deficiencies. Any deficiencies identified by DSHS or HHSC upon examination of Contractor's records will be conveyed in writing to Contractor. Contractor shall submit, by the date prescribed by DSHS, a resolution to the deficiency in a program review or management or financial audit to the satisfaction of DSHS. A DSHS or HHSC determination of either an inadequate or inappropriate resolution of the findings may result in contract remedies or sanctions under the Breach of Contract and Remedies for Non-Compliance Article of these General Provisions.

ARTICLE X NOTICE REQUIREMENTS

Section 10.01 Child Abuse Reporting Requirement. This section applies to mental health and substance abuse contractors and contractors for the following public health programs: HIV/STD; Family Planning (Titles V, X and XX); Primary Health Care; Maternal and Child Health; and WIC

Nutrition Services. Contractor shall make a good faith effort to comply with child abuse reporting guidelines and requirements in Tex. Fam. Code Chapter 261 relating to investigations of reports of child abuse and neglect. Contractor shall develop, implement and enforce a written policy that includes at a minimum the Department's Child Abuse Screening, Documenting, and Reporting Policy for Contractors/Providers and train all staff on reporting requirements. Contractor shall use the DSHS Child Abuse Reporting Form as required by the Department located at www.dshs.state.tx.us/childabusereporting. Contractor shall retain reporting documentation on site and make it available for inspection by DSHS.

Section 10.02 Significant Incidents. In addition to notifying the appropriate authorities, Contractor shall report to the Division Contract Management Unit assigned to the Program Attachment significant incidents involving substantial disruption of program operation or potentially affecting Department-funded clients or participants within seventy-two (72) hours of discovery.

Section 10.03 Litigation. Contractor shall notify the Division Contract Management Unit assigned to the Program Attachment of litigation related to or affecting this Contract and to which Contractor is a party within seven (7) calendar days of becoming aware of such a proceeding. This includes, but is not limited to an action, suit or proceeding before any court or governmental body, including environmental and civil rights matters, professional liability, and employee litigation. Notification shall include the names of the parties, nature of the litigation and remedy sought, including amount of damages, if any.

Section 10.04 Action Against the Contractor. Contractor shall notify the Division Contract Management Unit assigned to the Program Attachment if Contractor has had a contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within three (3) working days of the suspension or termination. Such notification shall include the reason for such action; the name and contact information of the local, state or federal department or agency or entity; the date of the contract; and the contract or case reference number. If the Contractor, as an organization, has surrendered its license or has had its license suspended or revoked by any local, state or federal department or agency or non-profit entity, it shall disclose this information within three (3) working days of the surrender, suspension or revocation to the Division Contract Management Unit assigned to the Program Attachment by submitting a one page description that includes the reason(s) for such action; the name and contact information of the local, state or federal department or agency or entity; the date of the license action; and a license or case reference number.

Section 10.05 Insolvency. Contractor shall notify in writing the Division Contract Management Unit assigned to the Program Attachment of Contractor's insolvency, incapacity, or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission (TWC) within three (3) working days of the date of determination that Contractor is insolvent or incapacitated, or the date Contractor discovered an unpaid obligation to the IRS or TWC. Contractor shall notify in writing the Division Contract Management Unit assigned to the Program Attachment of its plan to seek bankruptcy protection within three (3) working days of such action by the Contractor's board of directors.

Section 10.06 Misuse of Funds. Contractor shall report to the Division Contract Management Unit assigned to the Program Attachment and to the SAO, any knowledge of debarment, suspected fraud, program abuse, possible illegal expenditures, unlawful activity, or violation of financial laws, rules,

policies, and procedures related to performance under this Contract. Contractor shall make such report no later than three (3) working days from the date that the Contractor has knowledge or reason to believe such activity has taken place. Contractor shall make the report to the SAO at (800) TX-AUDIT, or by Internet at <http://www.sao.state.tx.us>.

Section 10.07 Criminal Activity and Disciplinary Action. Contractor affirms that no person who has an ownership or controlling interest in the organization or who is an agent or managing employee of the organization has been placed on community supervision, received deferred adjudication, is presently indicted for or has been convicted of a criminal offense related to any financial matter, federal or state program or felony sex crime. Contractor shall notify in writing the Division Contract Management Unit assigned to the Program Attachment if it has reason to believe Contractor, or a person with ownership or controlling interest in the organization or who is an agent or managing employee of the organization, an employee or volunteer of Contractor, or a subcontractor has engaged in any activity that would constitute a criminal offense equal to or greater than a Class A misdemeanor or if such activity would reasonably constitute grounds for disciplinary action by a state or federal regulatory authority, or has been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime. Contractor shall make the reports required by this section no later than three (3) working days from the date that the Contractor has knowledge or reason to believe such activity has taken place. Contractor shall ensure that any person who engaged, or was alleged to have engaged, in an activity subject to reporting under this section is prohibited from performing direct client services or from having direct contact with clients, unless otherwise directed by DSHS.

Section 10.08 Retaliation Prohibited. Contractor shall not retaliate against any person who reports a violation of, or cooperates with an investigation regarding, any applicable law, rule, or standard to the SAO, the Department, another state agency, or any federal, state or local law enforcement official.

Section 10.09 Documentation. Contractor shall maintain appropriate documentation of all notices.

ARTICLE XI ASSURANCES AND CERTIFICATIONS

Section 11.01 Certification. Contractor certifies by execution of this Contract to the following:

- a) it is not disqualified under 2 CFR §376.935 or ineligible for participation in federal or state assistance programs;
- b) neither it, nor its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this transaction by any federal or state department or agency;
- c) it has not knowingly failed to pay a single substantial debt or a number of outstanding debts to a federal or state agency;
- d) it is not subject to an outstanding judgment in a suit against Contractor for collection of the balance of a debt;

- e) it is in good standing with all state and/or federal agencies that have a contracting or regulatory relationship with Contractor;
- f) that no person who has an ownership or controlling interest in Contractor or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any program established under Medicare, Medicaid, or a federal block grant;
- g) neither it, nor its principals have within the three-year period preceding this Contract, has been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a private or public (federal, state or local) transaction or contract under a private or public transaction, violation of federal or state antitrust statutes (including those proscribing price fixing between competitors, allocation of customers between competitors and bid rigging), or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or false claims, tax evasion, obstruction of justice, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of Contractor or its principals;
- h) neither it, nor its principals is presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with the commission of any of the offenses enumerated in subsection g) of this section; and
- i) neither it, nor its principals within a three-year period preceding this Contract has had one or more public transaction (federal, state or local) terminated for cause or default.

Contractor shall include the certifications in this section, without modification (except as required to make applicable to the subcontractor), in all subcontracts and solicitations for subcontracts. Where Contractor is unable to certify to any of the statements in this Article, Contractor shall submit an explanation to the Division Contract Management Unit assigned to the Program Attachment. If Contractor's status with respect to the items certified above changes during the term of this Contract, Contractor shall immediately notify the Division Contract Management Unit assigned to the Program Attachment.

Section 11.02 Child Support Delinquencies. As required by Tex. Fam. Code § 231.006, a child support obligor who is more than thirty (30) calendar days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan. If applicable, Contractor agrees to maintain its eligibility to receive payments under this Contract, certifies that it is not ineligible to receive the payments specified in this Contract, and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

Section 11.03 Authorization. Contractor certifies that it possesses legal authority to contract for the services set forth in this Contract and that a resolution, motion or similar action has been duly adopted or passed as an official act of the Contractor's governing body, authorizing the binding of the organization under this Contract including all understandings and assurances contained in this Contract, and directing and authorizing the person identified as the authorized representative of the

Contractor to act in connection with this Contract and to provide such additional information as may be required.

Section 11.04 Gifts and Benefits Prohibited. Contractor certifies that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, present or future employment, gift, loan, gratuity, special discount, trip, favor, service or anything of monetary value to a DSHS or HHSC official or employee in connection with this Contract.

Section 11.05 Ineligibility to Receive the Contract. (a) Pursuant to Tex. Gov. Code § 2155.004 and federal law, Contractor is ineligible to receive this Contract if this Contract includes financial participation by a person who received compensation from DSHS to participate in developing, drafting or preparing the specifications, requirements, statement(s) of work or Solicitation Document on which this Contract is based. Contractor certifies that neither Contractor, nor its employees, nor anyone acting for the Contractor has received compensation from DSHS for participation in the development, drafting or preparation of specifications, requirements or statement(s) of work for this Contract or in the Solicitation Document on which this Contract is based; (b) Pursuant to Tex. Gov. Code §§ 2155.006 and 2261.053, Contractor is ineligible to receive this Contract, if the Contractor or any person who would have financial participation in this Contract has been convicted of violating federal law, or been assessed a federal civil or administrative penalty, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005; (c) Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract under Tex. Gov. Code §§ 2155.004, 2155.006 or 2261.053, and acknowledges that this Contract may be terminated and payment withheld if these certifications are inaccurate.

Section 11.06 Antitrust. Pursuant to 15 USCA Sec. 1, et seq. and Tex. Bus. & Comm. Code § 15.01, et seq. Contractor certifies that neither Contractor, nor anyone acting for the Contractor has violated the antitrust laws of this state or federal antitrust laws, nor communicated directly or indirectly regarding a bid with any competitor or any other person engaged in such line of business for the purpose of substantially lessening competition in such line of business.

Section 11.07 Initiation and Completion of Work. Contractor certifies that it shall initiate and complete the work under this Contract within the applicable time frame prescribed in this Contract.

ARTICLE XII GENERAL BUSINESS OPERATIONS OF CONTRACTOR

Section 12.01 Responsibilities and Restrictions Concerning Governing Board, Officers and Employees. Contractor and its governing board shall bear full responsibility for the integrity of the fiscal and programmatic management of the organization. This provision applies to all organizations, including Section 501(c)(3) organizations as defined in the Internal Revenue Service Code as not-for-profit organizations. Each member of Contractor's governing board shall be accountable for all funds

and materials received from Department. The responsibility of Contractor's governing board shall also include accountability for compliance with Department Rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and Department's monitoring processes. Further, Contractor's governing board shall ensure separation of powers, duties, and functions of board members and staff. Staff members, including the executive director, shall not serve as voting members of the Contractor's governing board. No member of Contractor's governing board, or officer or employee of Contractor shall vote for, confirm or act to influence the employment, compensation or change in status of any person related within the second degree of affinity or the third degree of consanguinity (as defined in Tex.Gov. Code Chapter 573) to the member of the governing body or the officer or any employee authorized to employ or supervise such person. This prohibition does not prohibit the continued employment of a person who has been continuously employed for a period of two (2) years prior to the election, appointment or employment of the officer, employee, or governing body member related to such person in the prohibited degree. These restrictions shall also apply to the governing board, officers and employees of Contractor's subcontractors. Ignorance of any Contract provisions or other requirements contained or referenced in this Contract shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

Section 12.02 Management and Control Systems. Contractor shall comply with all the requirements of the Department's Contractor's Financial Procedures Manual, and any of its subsequent amendments, which is available at the Department's web site: <http://www.dshs.state.tx.us/contracts>. Contractor shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. Contractor shall develop, implement, and maintain financial management and control systems that meet or exceed the requirements of UGMS and adhere to procedures detailed in Department's Contractor's Financial Procedures Manual. Those requirements shall include at a minimum:

- a) financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs;
- b) financial management systems that include accurate accounting records that are accessible and identify the source and application of funds provided under each Program Attachment of this Contract, original source documentation substantiating that costs are specifically and solely allocable to the Program Attachment and are traceable from the transaction to the general ledger; and
- c) effective internal and budgetary controls; comparison of actual costs to budget; determination of reasonableness, allowableness, and allocability of costs; timely and appropriate audits and resolution of any findings; billing and collection policies; and a mechanism capable of billing and making reasonable efforts to collect from clients and third parties.

Section 12.03 Insurance. Contractor shall maintain insurance or other means of replacing assets purchased with Department funds.

Section 12.04 Fidelity Bond. Contractor is required to carry a fidelity bond or insurance coverage equal to the amount of funding provided under this Contract up to \$100,000 that covers each employee of Contractor handling funds under this Contract, including person(s) authorizing payment of such funds. The fidelity bond or insurance shall provide for indemnification of losses occasioned by (1) any fraudulent or dishonest act or acts committed by any of Contractor's employees, either individually or in concert with others, and/or (2) failure of Contractor or any of its employees to perform faithfully his/her duties or to account properly for all monies and property received by virtue of his/her position or employment.

Section 12.05 Liability Coverage. Contractor shall also maintain liability insurance coverage, referred to in Tex. Gov. Code § 2261.102, as "director and officer liability coverage," where Contractor is a legal entity that is required to have directors and/or officers. This provision applies to entities that are organized as non-profit corporations under the Texas Non-Profit Corporation Act; for-profit corporations organized under the Texas Business Corporations Act; and any other legal entity that is required under Texas law to have directors and/or officers. Contractor shall maintain liability insurance coverage in an amount not less than the total value of this Contract and that is sufficient to protect the interests of Department in the event an actionable act or omission by a director or officer of Contractor damages Department's interests.

Section 12.06 Overtime Compensation. Except as provided in this section, Contractor shall not use any of the funds provided by this Contract to pay the premium portion of overtime. Contractor shall be responsible for any obligations of premium overtime pay due employees. Premium overtime pay is defined as any compensation paid to an individual in addition to the employee's normal rate of pay for hours worked in excess of normal working hours. Funds provided under this Contract may be used to pay the premium portion of overtime only under the following conditions: 1) with the prior approval of DSHS; 2) temporarily, in the case of an emergency or an occasional operational bottleneck; 3) when employees are performing indirect functions, such as administration, maintenance, or accounting; 4) in performance of tests, laboratory procedures, or similar operations that are continuous in nature and cannot reasonably be interrupted or otherwise completed; or 5) when lower overall cost to DSHS will result.

Section 12.07 Program Site. All Contractors shall ensure that the location where services are provided is in compliance with all applicable local, state and federal zoning, building, health, fire, and safety standards.

Section 12.08 Cost Allocation Plan. Contractor shall submit a Cost Allocation Plan in the format provided in the Department's Contractor's Financial Procedures Manual to the Department's Contract Oversight and Support Section, at Mail Code 1326, P.O. Box 149347, Austin, Texas 78714-9347, except under the circumstance where a Contractor has a current Cost Allocation Plan on file with the Department. Contractor shall implement and follow the applicable Cost Allocation Plan. If Contractor's plan is the same as in the previous year, by signing this Contract, Contractor certifies

that its current Cost Allocation Plan for the current year is the same as that submitted to DSHS for the previous year. In the event that the Cost Allocation Plan changes during the Contract term, Contractor must submit a new Cost Allocation Plan to the Contract Oversight and Support Section within thirty (30) calendar days after the effective date of the change. Cost Allocation Plan must comply with the guidelines provided in the Department's Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts>.

Section 12.09 Reporting for Unit Rate and Fee For Service Contracts. Contractor shall submit reports concerning unit rate and fee-for-service contracts to the Department in accordance with the requirements stated in the Department's Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts>.

Section 12.10 Historically Underutilized Businesses (HUBs). If Contractor was not required to submit a HUB subcontracting plan and if subcontracting is permitted under this Program Attachment, Contractor is encouraged to make a good faith effort to consider subcontracting with HUBs as set forth in Tex. Gov. Code Chapter 2161 and 34 Tex. Admin. Code § 20.14 et seq. Contractors may obtain a list of HUBs at <http://www.window.state.tx.us/procurement/prog/hub>. If Contractor has filed a HUB subcontracting plan, the plan is incorporated by reference in this Contract. If Contractor desires to make a change in the plan, Contractor must obtain prior approval from the Department's HUB Coordinator of the revised plan before proposed changes will be effective under this Contract. Contractor agrees to make a good faith effort to subcontract with HUBs during the performance of this Contract and shall report HUB subcontract activity to the Department's HUB Coordinator by the 15th day of each month for the prior month's activity, if there was any such activity, in accordance with 34 Tex. Admin. Code § 20.16(c).

Section 12.11 Buy Texas. Contractor shall purchase products and materials produced in Texas when the products and materials are available at a price and time comparable to products and materials produced outside of Texas as required by Tex. Gov. Code § 2155.4441.

Section 12.12 Contracts with Subrecipient Subcontractors. Contractor may enter into contracts with subrecipient subcontractors unless restricted or otherwise prohibited in a specific Program Attachment(s). Prior to entering into an agreement equaling or exceeding \$100,000, Contractor shall obtain written approval from DSHS. Contracts with subcontractors shall be in writing and include the following:

- a) name and address of all parties;
- b) a detailed description of the services to be provided;
- c) measurable method and rate of payment and total amount of contract;
- d) clearly defined and executable termination clause;
- e) beginning and ending dates that coincide with the dates of the applicable Program Attachment(s) or that cover a term within the beginning and ending dates of the applicable Program Attachment(s);
- f) access to inspect the work and the premises on which any work is performed, in accordance with the Access and Inspection Article in these General Provisions; and
- g) a copy of these General Provisions and a copy of the Statement of Work and any other provisions in the Program Attachment(s) applicable to the subcontract.

Contractor is responsible to DSHS for the performance of any subcontractor. Contractor shall monitor subcontractors for both financial and programmatic performance and shall maintain pertinent

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records that shall be available for inspection by DSHS. Contractor shall ensure that subcontractors are fully aware of the requirements placed upon them by state/federal statutes, rules, and regulations and under this Contract. Contractor shall not contract with a subcontractor, at any tier, that is debarred or suspended or excluded from or ineligible for participation in federal assistance programs.

Section 12.13 Status of Subcontractors. Contractor shall include in all its contracts with subcontractors, the certifications stated in the Assurances and Certifications Article of these General Provisions. Contractor shall also require all subcontractors to certify that they are not delinquent on any repayment agreements; have not had a required license or certification revoked; and have not had a contract terminated by the Department. Contractors shall further require that subcontractors certify that they have not voluntarily surrendered within the past three (3) years any license issued by the Department.

Section 12.14 Incorporation of Terms. Contractor shall ensure that all written agreements with subrecipient subcontractors incorporate the terms of this Contract, and provide that the subcontractor is subject to audit by DSHS, HHSC and the SAO.

Section 12.15 Independent Contractor. Contractor is an independent contractor. Contractor shall direct and be responsible for the performance of its employees, subcontractors, joint venture participants or agents. Contractor is not an agent or employee of the Department or the State of Texas for any purpose whatsoever. For purposes of this Contract, Contractor acknowledges that its employees, subcontractors, joint venture participants or agents will not be eligible for unemployment compensation from the Department or the State of Texas.

Section 12.16 Authority to Bind. The person or persons signing and executing this Contract on behalf of Contractor, or representing themselves as signing and executing this Contract on behalf of Contractor, warrant and guarantee that they have been duly authorized by Contractor to execute this Contract for Contractor and to validly and legally bind Contractor to all of its terms.

Section 12.17 Tax Liability. Contractor shall comply with all state and federal tax laws and is solely responsible for filing all required state and federal tax forms and making all tax payments. In the event that the Department discovers that Contractor has failed to remain current on a liability to the IRS, this Contract will be subject to remedies and sanctions under this Contract, including immediate termination at the Department's discretion. In the event of Contract termination under this section, the Department will not enter into a contract with Contractor for three (3) years from the date of termination.

Section 12.18 Notice of Organizational Change. Contractor shall submit written notice to the Division Contract Management Unit assigned to the Program Attachment within ten (10) business days of any change to the following: Contractor's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. A change in Contractor's name requires an amendment to this Contract in accordance with the Amendments section of these General Provisions.

Section 12.19 Quality Management. Contractor shall comply with quality management requirements as directed by the Department.

Section 12.20 Equipment (Including Controlled Assets) Purchases. Equipment means an article of nonexpendable, tangible personal property having a useful lifetime of more than one year and an acquisition cost of \$5,000 or more, and "controlled assets." Controlled assets include firearms regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more: desktop and laptop computers, non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Contractors on a cost reimbursement payment method shall inventory all equipment. If the purchase of equipment is approved in writing by the Department, Contractor is required to initiate the purchase of that equipment in the first quarter of the Contract or Program Attachment term, as applicable. Failure to initiate the purchase of equipment may result in loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter of the Program Attachment must be submitted to the Division Contract Management Unit assigned to the Program Attachment.

Section 12.21 Supplies. Supplies are defined as consumable items necessary to carry out the services under this Contract including medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, software, and any items of tangible personal property other than those defined as equipment above.

Section 12.22 Changes to Equipment List. All items of equipment purchased with funds under this Contract shall be itemized in Contractor's equipment list as finally approved by the Department in the executed Contract. Any changes to the approved equipment list in the executed Contract must be approved in writing by Department prior to purchase of equipment. Contractor shall submit to the Division Contract Management Unit assigned to the Program Attachment, a written description including complete product specifications and need justification prior to purchasing any item of unapproved equipment. If approved, Department will acknowledge its approval by means of a written amendment or by written acceptance of Contractor's Contract Revision Request, as appropriate.

Section 12.23 Property Inventory and Protection of Assets. Contractor shall maintain a nonexpendable personal property (equipment and controlled assets) inventory and submit an annual cumulative report to the Department's Contract Oversight and Support Section, Mail Code 1326, P.O. Box 149347 Austin, Texas 78714-9347, no later than October 15th of each year. The form for this report (Form GC-11) is located on the DSHS website at <http://www.dshs.state.tx.us/contracts/forms.shtm>. Contractor shall administer a program of

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maintenance, repair, and protection of assets under this Contract so as to assure their full availability and usefulness. In the event Contractor is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this Contract, Contractor shall use the proceeds to repair or replace those assets.

Section 12.24 Bankruptcy. In the event of bankruptcy, Contractor shall sever Department property, equipment, and supplies in possession of Contractor from the bankruptcy, and title shall revert to Department.

Section 12.25 Title to Property. At the conclusion of the contractual relationship between the Department and the Contractor, for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to Department. Title may be transferred to any other party designated by Department. The Department may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Contractor.

Section 12.26 Property Acquisitions. Department funds may not be used to purchase buildings or real property. Any costs related to the initial acquisition of the buildings or real property are not allowable.

Section 12.27 Disposition of Property. Contractor shall follow the procedures in the American Hospital Association's (AHA's) "Estimated Useful Lives of Depreciable Hospital Assets" in disposing, at any time during or after the Contract term, of equipment or controlled assets purchased with the Department funds, except when federal or state statutory requirements supersedes or when the equipment requires licensure or registration by the state, or when the acquisition price of the equipment or controlled asset is equal to or greater than \$10,000. All other equipment and controlled assets not listed in the AHA reference (other than equipment that requires licensure or registration or that has an acquisition cost equal to or greater than \$10,000) shall be controlled by the requirements of UGMS. If, prior to the end of the useful life, any item of equipment is no longer needed to perform services under this Contract, or becomes inoperable, or if the equipment requires licensure or registration or had an acquisition price equal to or greater than \$10,000, Contractor shall request disposition approval and instructions in writing from the Division Contract Management Unit assigned to the Program Attachment. After an item reaches the end of its useful life, Contractor must ensure that disposition of any equipment is in accordance with Generally Accepted Accounting Principles, and any applicable federal guidance.

Section 12.28 Closeout of Equipment. At the end of the term of a Program Attachment that has no additional renewals or that will not be renewed (Closeout), Contractor shall submit to the Division Contract Management Unit assigned to the Program Attachment, an inventory of property purchased with Department funds and request disposition instructions for such property. All property purchased with Department funds shall be secured by the Contractor at the time of Closeout and shall be returned to the Department as required by the Department's disposition instructions or at the request of the Department at the Contractor's expense.

Section 12.29 Assets as Collateral Prohibited. Contractors on a cost reimbursement payment method shall not encumber property purchased with Department funds without prior written approval from the Department.

ARTICLE XIII GENERAL TERMS

Section 13.01 Assignment. Contractor shall not transfer, assign, or sell its interest, in whole or in part, in this Contract, or in any equipment purchased with funds from this Contract, without the prior written consent of the Department.

Section 13.02 Lobbying. Contractor shall comply with Tex. Gov Code § 556.0055, which prohibits contractors who receive state funds from using those funds to pay lobbying expenses. Further, Contractor shall not use funds paid under this Contract to pay any person for influencing or attempting to influence an officer or employee of any federal or state agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any contract or the extension, continuation, renewal, amendment, or modification of any contract (31 USCA § 1352, as amended, and UGMS). If at any time this Contract exceeds \$100,000 of federal funds, Contractor shall file with the Division Contract Management Unit assigned to the Program Attachment a declaration containing the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of Contractor in connection with this Contract, a certification that none of the funds provided by Department have been or will be used for payment to lobbyists, and disclosure of the names of any and all registered lobbyists with whom Contractor has an agreement. Contractor shall file the declaration, certification, and disclosure at the time of application for this Contract; upon execution of this Contract unless Contractor previously filed a declaration, certification, or disclosure form in connection with the award; and at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any declaration, certification, or disclosure previously filed. Contractor shall require any person who requests or receives a subcontract to file the same declaration, certification, and disclosure with the Division Contract Management Unit assigned to the Program Attachment. Contractor shall also comply, as applicable, with the lobbying restrictions and requirements in OMB Circulars A-122 Attachment B paragraph 25; A-87 Attachment B section 27; A-110 section ___27 and A-21 paragraphs 17 and 24. Contractor shall include this provision in any subcontracts.

Section 13.03 Conflict of Interest. Contractor represents to the Department that it does not have nor shall it knowingly acquire any financial or other interest that would conflict in any manner with the performance of its obligations under this Contract. Potential conflicts of interest include, but are not limited to, an existing or potential business or personal relationship between Contractor, its principal (or a member of the principal's immediate family), or any affiliate or subcontractor and Department or HHSC, their commissioners, officers or employees, or any other entity or person involved in any way in any project that is the subject of this Contract. Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

Section 13.04 Transactions Between Related Parties. Contractor shall identify and report to DSHS any transactions between Contractor and a related party that is part of the work that the Department is purchasing under this Contract before entering into the transaction or immediately upon discovery. Contractor shall submit to the Division Contract Management Unit assigned to the Program Attachment the name, address and telephone number of the related party, how the party is related to the Contractor and the work the related party will perform under this Contract. A related

party is a person or entity related to the Contractor by blood or marriage, common ownership or any association that permits either to significantly influence or direct the actions or policies of the other. The Contractor, for purposes of reporting transactions between related parties, includes the entity contracting with the Department under this Contract as well as the chief executive officer, chief financial officer and program director of the Contractor. Contractor shall comply with Tex. Gov. Code Chapter 573. Contractor shall maintain records and supply any additional information requested by the Department, regarding a transaction between related parties, needed to enable the Department to determine the appropriateness of the transaction pursuant to applicable state or federal law, regulations or circulars, which may include 45 CFR part 74, OMB Circ. No. A-110, 2 CFR § 215.42, and UGMS.

Section 13.05 Intellectual Property. Tex. Health & Safety Code § 12.020 authorizes DSHS to protect intellectual property developed as a result of this Contract.

- a) "Intellectual property" means created property that may be protected under copyright, patent, or trademark/service mark law.
- b) For purposes of this Contract intellectual property prepared for DSHS use, or a work specially ordered or commissioned through a contract for DSHS use is "work made for hire." DSHS owns works made for hire unless it agrees otherwise by contract. To the extent that title and interest to any such work may not, by operation of law, vest in DSHS, or such work may not be considered a work made for hire, Contractor irrevocably assigns the rights, title and interest therein to DSHS. DSHS shall have the right to obtain and hold in its name any and all patents, copyright, registrations or other such protections as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor must give DSHS and the State of Texas, as well as any person designated by DSHS and the State of Texas, all assistance required to perfect the rights defined herein without charge or expense beyond those amounts payable to Contractor for goods provided or services rendered under this Contract.
- c) If federal funds are used to finance activities supported by this Contract that result in the production of intellectual property, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes (1) the copyright in any intellectual property developed under this Contract, including any subcontract; and (2) any rights of copyright to which a Contractor purchases ownership with contract funds. Contractor shall place an acknowledgment of federal awarding agency grant support and a disclaimer, as appropriate, on any publication written or published with such support and, if feasible, on any publication reporting the results of or describing a grant-supported activity. An acknowledgment shall be to the effect that "This publication was made possible by grant number _____ from (federal awarding agency)" or "The project described was supported by grant number _____ from (federal awarding agency)" and "Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the (federal awarding agency)."
- d) In the event the terms of a federal grant award the copyright to Contractor, DSHS reserves a royalty-free, nonexclusive, worldwide and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for DSHS, public health, and state governmental noncommercial purposes (1) the copyright, trademark, service mark, and/or patent on an invention, discovery, or improvement to any process, machine, manufacture, or composition of matter; products; technology; scientific information; trade secrets; and computer software, in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (2)

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- any rights of copyright, service or trade marks or patents to which a grantee, subgrantee or a Contractor purchases ownership with contract funds.
- e) If the results of the contract performance are subject to copyright law, the Contractor cannot publish those results without prior review and approval of DSHS. Contractor shall submit requests for review and approval to the Division Contract Management Unit assigned to the Program Attachment.

Section 13.06 Other Intangible Property. At the conclusion of the contractual relationship between Department and the Contractor, for any reason, Department shall have the sole ownership rights and interest in all non-copyrightable intangible property that was developed, produced or obtained by Contractor as a specific requirement under this Contract or under any grant that funds this Contract, such as domain names, URLs, etc. Contractor shall cooperate with Department and perform all actions necessary to transfer ownership of such property to the Department or its designee, or otherwise affirm Department's ownership rights and interest in such property. This provision shall survive the termination or expiration of this Contract.

Section 13.07 Severability and Ambiguity. If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue. Parties represent and agree that the language contained in this Contract is to be construed as jointly drafted, proposed and accepted.

Section 13.08 Legal Notice. Any notice required or permitted to be given by the provisions of this Contract shall be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address first given above (or at such other address as the Party shall specify to the other Party in writing) or, if sent by certified mail, on the date of receipt.

Section 13.09 Successors. This Contract shall be binding upon the Parties and their successors and assignees, except as expressly provided in this Contract.

Section 13.10 Headings. The articles and section headings used in this Contract are for convenience of reference only and shall not be construed in any way to define, limit or describe the scope or intent of any provisions.

Section 13.11 Parties. The Parties represent to each other that they are entities fully familiar with transactions of the kind reflected by this document, and are capable of understanding the terminology and meaning of its terms and conditions and of obtaining independent legal advice pertaining to this Contract.

Section 13.12 Survivability of Terms. Termination or expiration of this Contract or a Program Attachment for any reason shall not release either Party from any liabilities or obligations set forth in this Contract that (a) the Parties have expressly agreed shall survive any such termination or expiration, or (b) remain to be performed or (c) by their nature would be intended to be applicable following any such termination or expiration.

Section 13.13 Direct Operation. The Department may temporarily assume operations of a Contractor's program or programs funded under this Contract when the continued operation of the

program by Contractor puts at risk the health and safety of clients and/or participants served by the Contractor, and there are no reasonable alternatives available.

Section 13.14 Customer Service Information. If requested, Contractor shall supply such information as required by the Department to comply with the provisions of Tex. Gov. Code Chapter 2114 regarding Customer Service surveys.

Section 13.15 Amendment. Parties agree that the Department may unilaterally reduce funds pursuant to the terms of this Contract without the written agreement of Contractor. All other amendments to this Contract must be in writing and agreed to by both Parties, except as otherwise specified in the Contractor's Notification of Change to Certain Contract Provisions section or the Contractor's Request for Revision to Certain Contract Provisions section of this Article. Contractor's request for certain budget revisions or other amendments must be submitted in writing, including a justification for the request, to the Division Contract Management Unit assigned to the Program Attachment; and if a budget revision or amendment is requested during the last quarter of the Contract or Program Attachment term, as applicable, Contractor's written justification must include a reason for the delay in making the request. Revision or amendment requests may be granted at the discretion of DSHS. Except as otherwise provided in this Article, Contractor shall not perform or produce, and DSHS shall not pay for the performance or production of, different or additional goods, services, work or products except pursuant to an amendment of this Contract that is executed in compliance with this section; and DSHS may not waive any term, covenant, or condition of this Contract unless by amendment or otherwise in compliance with this section.

Section 13.16 Contractor's Notification of Change to Certain Contract Provisions.

The following changes may be made to this Contract without a written amendment or the Department's prior approval:

- a) contractor's contact person and contact information;
- b) contact information for key personnel, as stated in Contractor's response to the Solicitation Document, if any;
- c) cumulative budget line item transfers that exceed 10% among direct cost categories, other than the equipment category, of cost reimbursement contract Program Attachments of less than \$100,000, provided that the total budget amount is unchanged;
- d) minor corrections or clarifications to the Contract language that in no way alter the Contract scope of work, objectives or performance measures; and
- e) a change in the Contractor's share of the budget concerning non-DSHS funding other than program income and match, regardless of the amount of the change, provided that in changing the budget, Contractor is not supplanting DSHS funds.

Contractor within ten days shall notify in writing the Division Contract Management Unit assigned to the Program Attachment of any change enumerated in this section. The notification may be by letter, fax or email.

Section 13.17 Contractor's Request for Revision of Certain Contract Provisions. A Contractor's Revision Request is an alternative method for amending certain specified provisions of this Contract that is initiated by the Contractor, but must be approved by DSHS. The following changes to this Contract may be made through a Contractor's Revision Request, rather than through the amendment process described in the Amendment section of this Article:

- a) cumulative budget line item transfers among direct cost categories, other than the equipment category, that exceed 10% of Program Attachments of \$100,000 or more, provided that the total budget amount is unchanged;
- b) line item transfer to other categories of funds for direct payment to trainees for training allowances;
- c) change in clinic hours or location;
- d) change in equipment list substituting an item of equipment equivalent to an item of equipment on the approved budget, (For example, purchase of XYZ brand computer instead of approved ABC brand computer with essentially identical features as the XYZ computer);
- e) changes in the equipment category of a previously approved equipment budget (other than acquisition of additional equipment, which requires an amendment to this Contract);
- f) changes specified in applicable OMB Circular cost principles as requiring prior approval, regardless of dollar threshold (e.g., foreign travel expenses, overtime premiums, membership fees); and
- g) changes to community sites, independent school districts or schools, in substance abuse Program Attachments.

In order to request a revision of any of the enumerated provisions, Contractor shall obtain a Contract Revision Request form from the DSHS website and complete the form as directed by the Department. Two copies of the completed form must be signed by Contractor's representative who is authorized to sign contracts on behalf of Contractor, and both original, signed forms must be submitted to the Division Contract Management Unit assigned to the Program Attachment. Any approved revision will not be effective unless signed by the DSHS Director of Client Services Contracting Unit. A separate Contractor Revision Request is required for each Program Attachment to be revised. Circumstances of a requested contract revision may indicate the need for an amendment described in the Amendment section of this Article rather than a contract revision under this section.

Section 13.18 Immunity Not Waived. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY DEPARTMENT OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT DEPARTMENT OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

Section 13.19 Hold Harmless and Indemnification. Contractor, as an independent contractor, agrees to hold Department, the State of Texas, individual state employees and officers, and the federal government harmless and to indemnify them from any and all liability, suits, claims, losses, damages and judgments, and to pay all costs, fees, and damages to the extent that such costs, fees, and damages arise from performance or nonperformance of Contractor, its employees, subcontractors, joint venture participants or agents under this Contract.

Section 13.20 Waiver. Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this Contract shall not constitute a waiver of either Party's rights under this Contract.

Section 13.21 Technology Accessibility. If performance under this Contract includes the development, modification or maintenance of a website or other electronic information resources for

DSHS or for the public on behalf of DSHS, Contractor expressly acknowledges that state funds may not be expended in connection with the purchase of electronic information resources unless those resources meet certain statutory and regulatory requirements relating to accessibility by persons with visual, hearing, motor/physical, and cognitive learning disabilities as defined by Section 508 of the Rehabilitation Act of 1973, as amended. Accordingly, Contractor represents and warrants to DSHS that the electronic information resources provided by Contractor to DSHS for purchase are capable, either by virtue of features included within the technology or because they are readily adaptable by use with other technology, of -

- a) providing equivalent access for effective use;
- b) presenting information, including prompts used for interactive communications; and
- c) being integrated into networks for obtaining, retrieving, and disseminating information.

For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the electronic information resource, either directly by features incorporated within the technology or by other reasonable means jointly agreed to by DSHS and Contractor, such as assistive devices or services that would constitute reasonable accommodations under the federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access might be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, information retrieval provided in an enhanced auditory fashion, voice commands, touch screen capacity, and customizable display appearance. Electronic information resources under this Contract must comply with 1 Tex. Admin. Code Chapters 206 and 213, as applicable.

ARTICLE XIV BREACH OF CONTRACT AND REMEDIES FOR NON-COMPLIANCE

Section 14.01 Actions Constituting Breach of Contract. Actions or inactions that constitute breach of contract include, but are not limited to, the following:

- a) failure to properly provide the services and/or goods purchased under this Contract;
- b) failure to comply with any provision of this Contract, including failure to comply with all applicable statutes, rules or regulations;
- c) failure to pay refunds or penalties owed to the Department;
- d) failure to comply with a repayment agreement with the Department or agreed order issued by the Department;
- e) failure by Contractor to provide a full accounting of funds expended under this Contract;
- f) discovery of a material misrepresentation in any aspect of Contractor's response to the Solicitation Document;
- g) any misrepresentation in the assurances and certifications in the Contractor's application or response to the Solicitation Document or in this Contract; or
- h) Contractor is on or is added to the Excluded Parties List System (EPLS).

Section 14.02 General Remedies and Sanctions. The Department will monitor Contractor for both programmatic and financial compliance. The remedies set forth below are available to the Department against Contractor and any entity that subcontracts with Contractor for provision of

services or goods. HHSC OIG may investigate, audit and impose or recommend imposition of sanctions to Department for any breach of this Contract and may monitor Contractor for financial compliance. The Department may impose one or more remedies or sanctions for each item of noncompliance and will determine sanctions on a case-by-case basis. Contractor is responsible for complying with all of the terms of this Contract. The listing of or use of one or more of the remedies or sanctions listed below does not relieve Contractor of any obligations under this Contract. A state or federal statute, rule or regulation, or federal guideline will prevail over the provisions of this Article unless the statute, rule, regulation, or guideline can be read together with the provision(s) of this Article to give effect to both. If the Contractor breaches this Contract by failing to comply with one or more of the terms of this Contract, including but not limited to compliance with applicable statutes, rules or regulations, the Department may take one or more of the actions listed below:

- a) terminate this Contract or a Program Attachment of this Contract as it relates to a specific program type. In the case of termination, the Department will inform Contractor of the termination no less than thirty-one (31) calendar days before the effective date of the termination in a notice of termination. The notice of termination will state the effective date of the termination, the reasons for the termination, and, if applicable, alert the Contractor of the opportunity to request a hearing on the termination pursuant to Tex. Gov. Code Chapter 2105 regarding administration of Block Grants. The Contractor agrees that it shall not make any claim for payment or reimbursement for services provided from the effective date of termination;
- b) suspend all or part of this Contract. Suspension is, depending on the context, either (1) the temporary withdrawal of Contractor's authority to obligate funds pending corrective action by Contractor or its subcontractor(s) or pending a decision to terminate or amend this Contract, or (2) an action taken by a suspending official in accordance with Department rules to immediately exclude a person from participating in contract transactions for a period of time, pending completion of an investigation and such legal or debarment proceedings as may ensue. Contractor may not bill DSHS for services performed during suspension, and Contractor's costs resulting from obligations incurred by Contractor during a suspension are not allowable unless expressly authorized by the notice of suspension;
- c) deny additional or future contracts or renewals with Contractor;
- d) reduce funding if the Contractor fails to provide services or goods consistent with performance expectations described in this Contract;
- e) disallow costs and credit for matching funds, if any, for all or part of the activities or action not in compliance;
- f) temporarily withhold cash payments. Temporarily withholding cash payments means the temporary withholding of a working capital advance, if applicable, or reimbursements or payments to Contractor for proper charges or obligations incurred, pending resolution of issues of noncompliance with conditions of this Contract or indebtedness to the United States or to the State of Texas;
- g) permanently withhold cash payments. Permanent withholding of cash payment means that Department retains funds billed by Contractor for (1) unallowable, undocumented, disputed, inaccurate, improper, or erroneous billings; (2) material failure to comply with Contract provisions; or (3) indebtedness to the United States or to the State of Texas;

- h) declare this Contract void upon the Department's determination that this Contract was obtained fraudulently or upon the Department's determination that this Contract was illegal or invalid from this Contract's inception and demand repayment of any funds paid under this Contract;
- i) request that Contractor be removed from the Centralized Master Bidders List (CMBL) or any other state bid list, and barred from participating in future contracting opportunities with the State of Texas;
- j) delay execution of a new contract or contract renewal with Contractor while other imposed or proposed sanctions are pending resolution;
- k) place Contractor on probation. Probation means that Contractor will be placed on accelerated monitoring for a period not to exceed six (6) months at which time items of noncompliance must be resolved or substantial improvement shown by Contractor. Accelerated monitoring means more frequent or more extensive monitoring will be performed by Department than would routinely be accomplished;
- l) require Contractor to obtain technical or managerial assistance;
- m) establish additional prior approvals for expenditure of funds by Contractor;
- n) require additional or more detailed, financial and/or programmatic reports to be submitted by Contractor;
- o) demand repayment from Contractor when it is verified that the Contractor has been overpaid, e.g., because of disallowed costs, payments not supported by proper documentation, improper billing or accounting practices, or failure to comply with Contract terms;
- p) reduce the funding amount for failure to achieve or maintain the proposed level of service, to expend funds appropriately and at a rate that will make full use of the award, or to provide services or to achieve local match, if required;
- q) pursue a claim for damages as a result of breach of contract;
- r) require removal of any officer, board member or employee of the Contractor who has been convicted of the misuse of state or federal funds, fraud or illegal acts that are in contraindication to continued obligations under this Contract, as reasonably determined by DSHS;
- s) withhold any payments to Contractor to satisfy any recoupment, liquidated damages, or any penalty permitted by statute and imposed by DSHS, and take repayment from funds available under this Contract, active or expired, in amounts necessary to fulfill Contractor's repayment obligations;
- t) reduce the Contract term;
- u) recoup improper payments when it is verified that the Contractor has been overpaid, e.g., because of disallowed costs, payments not supported by proper documentation, improper billing or accounting practices or failure to comply with Contract terms;
- v) assess liquidated damages; or
- w) impose other remedies or penalties permitted by statute.

Section 14.03 Notice of Remedies or Sanctions. Department will formally notify Contractor in writing when a remedy or sanction is imposed (with the exception of accelerated monitoring, which may be unannounced), stating the nature of the remedies and sanction(s), the reasons for imposing them, the corrective actions, if any, that must be taken before the actions will be removed and the time allowed for completing the corrective actions, and the method, if any, of requesting

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reconsideration of the remedies and sanctions imposed. Other than in the case of repayment or recoupment, Contractor is required to file, within fifteen (15) calendar days of receipt of notice, a written response to Department acknowledging receipt of such notice. If requested by the Department, the written response shall state how Contractor shall correct the noncompliance or demonstrate in writing that the findings on which the remedies or sanction(s) are based are either invalid or do not warrant the remedies or sanction(s). If Department determines that a remedy or sanction is warranted, unless the remedy or sanction is subject to review under a federal or state statute, regulation, rule, or guideline, Department's decision is final. Department shall provide written notice to Contractor of Department's decision. If required by the Department, Contractor shall take corrective action. If DSHS determines that repayment is warranted, DSHS will issue a demand letter to Contractor for repayment. If full repayment is not received within the time limit stated in the demand letter, and if recoupment is available, DSHS will recoup the amount due to DSHS from funds otherwise due to Contractor.

Section 14.04 Emergency Action. In an emergency, Department may immediately terminate or suspend all or part of this Contract, temporarily or permanently withhold cash payments, deny contract renewal or future contract awards, or delay contract execution by delivering written notice to Contractor, by any verifiable method, stating the reason for the emergency action. An "emergency" is defined as the following:

- a) Contractor is noncompliant and the noncompliance has a direct adverse impact on the public or client health, welfare or safety. The direct adverse impact may be programmatic or financial and may include failing to provide services, providing inadequate services, providing unnecessary services, or utilizing resources so that the public or clients do not receive the benefits contemplated by the scope of work or performance measures; or
- b) Contractor is expending funds inappropriately.

Whether Contractor's conduct or noncompliance is an emergency will be determined by Department on a case-by-case basis and will be based upon the nature of the noncompliance or conduct.

ARTICLE XV CLAIMS AGAINST THE DEPARTMENT

Section 15.01 Breach of Contract Claim. The process for a breach of contract claim against the Department provided for in Tex. Gov. Code Chapter 2260 and implemented in Department Rules §§ 1.431-1.447 shall be used by DSHS and Contractor to attempt to resolve any breach of contract claim against DSHS.

Section 15.02 Notice. Contractor's claims for breach of this Contract that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Tex. Gov. Code Chapter 2260, subchapter B. To initiate the process, Contractor shall submit written notice, as required by subchapter B, to DSHS's Office of General Counsel. The notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of DSHS and Contractor. Subchapter B is a condition precedent to the filing of a contested case proceeding under Tex. Gov. Code Chapter 2260, subchapter C.

Section 15.03 Sole Remedy. The contested case process provided in Tex. Gov. Code Chapter 2260, subchapter C, is Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by DSHS if the Parties are unable to resolve their disputes under this Article.

Section 15.04 Condition Precedent to Suit. Compliance with the contested case process provided in Tex. Gov. Code Chapter 2260, subchapter C, is a condition precedent to seeking consent to sue from the Legislature under Tex. Civ. Prac. & Rem. Code Chapter 107. Neither the execution of this Contract by DSHS nor any other conduct of any representative of DSHS relating to this Contract shall be considered a waiver of sovereign immunity to suit.

Section 15.05 Performance Not Suspended. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by Contractor, in whole or in part.

ARTICLE XVI TERMINATION

Section 16.01 Expiration of Contract or Program Attachment(s). Contractor's service obligations set forth in each Program Attachment shall end upon the expiration date of that Program Attachment unless extended or renewed by written amendment. Prior to completion of the term of all Program Attachments, all or a part of this Contract may be terminated with or without cause as set forth below.

Section 16.02 Effect of Termination. Termination is the permanent withdrawal of Contractor's authority to obligate previously awarded funds before that authority would otherwise expire or the voluntary relinquishment by Contractor of the authority to obligate previously awarded funds. Contractor's costs resulting from obligations incurred by Contractor after termination of an award are not allowable unless expressly authorized by the notice of termination. Upon termination of this Contract or Program Attachment, as applicable, Contractor shall cooperate with DSHS to the fullest extent possible to ensure the orderly and safe transfer of responsibilities under this Contract or Program Attachment, as applicable, to DSHS or other entity designated by DSHS. Upon termination of all or part of this Contract, Department and Contractor will be discharged from any further obligation created under the applicable terms of this Contract or the Program Attachment, as applicable, except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination and for Contractor's duty to cooperate with DSHS. Termination does not, however, constitute a waiver of any remedies for breach of this Contract. In addition, Contractor's obligations to retain records and maintain confidentiality of information shall survive this Contract.

Section 16.03 Acts Not Constituting Termination. Termination does not include: (1) withdrawal of funds awarded on the basis of the Contractor's underestimate of the unobligated balance in a prior period; (2) withdrawal of the unobligated balance at the expiration of the term of a Program Attachment; (3) refusal to extend a Program Attachment or award additional funds to make a

competing or noncompeting continuation, renewal, extension, or supplemental award; or (4) voiding of a contract upon determination that the award was obtained fraudulently, or was otherwise illegal or invalid from inception.

Section 16.04 Termination Without Cause.

- a) Either Party may terminate this Contractor a Program Attachment, as applicable, with at least thirty (30) calendar days prior written notice to the other Party, except that if Contractor seeks to terminate a Contract or Program Attachment that involves residential client services, Contractor must give the Department at least ninety (90) calendar days prior written notice and must submit a transition plan to ensure client services are not disrupted.
- b) The Parties may terminate this Contract or a Program Attachment by mutual agreement.
- c) Either Party may terminate this Contract or a Program Attachment with at least thirty (30) calendar days prior written notice to the other Party in the event funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendments to the Appropriations Act, health and human services consolidations, or any disruption of current appropriated funding for this Contract or Program Attachment.
- d) Department may terminate this Contract or a Program Attachment immediately when, in the sole determination of Department, termination is in the best interest of the State of Texas.

Section 16.05 Termination For Cause. Either Party may terminate for material breach of this Contract with at least thirty (30) calendar days written notice to the other Party. Department may terminate this Contract, in whole or in part, for breach of contract or for any other conduct that jeopardizes the Contract objectives, by giving at least thirty (30) calendar days written notice to Contractor. Such conduct may include one or more of the following:

- a) a court of competent jurisdiction finds that Contractor has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction;
- b) Contractor fails to communicate with Department or fails to allow its employees or those of its subcontractor to communicate with Department as necessary for the performance of this Contract;
- c) Contractor breaches a standard of confidentiality with respect to the services provided under this Contract;
- d) Department determines that Contractor is without sufficient personnel or resources to perform under this Contract or that Contractor is otherwise unable or unwilling to fulfill any of its requirements under this Contract or exercise adequate control over expenditures or assets;
- e) Department determines that Contractor, its agent or another representative offered or gave a gratuity (e.g., entertainment or gift) to an official or employee of DSHS or HHSC for the purpose of obtaining a contract or favorable treatment;
- f) Department determines that this Contract includes financial participation by a person who received compensation from DSHS to participate in developing, drafting or preparing the specifications, requirements or statement(s) of work or Solicitation Document on which this Contract is based in violation of Tex. Gov. Code § 2155.004;
- g) Contractor appears to be financially unstable. Indicators of financial instability may include one or more of the following:
 - 1) Contractor fails to make payments;
 - 2) Contractor makes an assignment for the benefit of its creditors;

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- 3) Contractor admits in writing its inability to pay its debts generally as they become due;
- 4) if judgment for the payment of money in excess of \$50,000 (that is not covered by insurance) is rendered by any court or governmental body against Contractor, and Contractor does not (a) discharge the judgment or (b) provide for its discharge in accordance with its terms, or (c) procure a stay of execution within thirty (30) calendar days from the date of entry of the judgment, and within the thirty (30)-day period or a longer period during which execution of the judgment has been stayed, appeal from the judgment and cause the execution to be stayed during such appeal while providing such reserves for the judgment as may be required under generally accepted accounting principles;
- 5) a writ or warrant of attachment or any similar process is issued by any court against all or any material portion of the property of Contractor, and such writ or warrant of attachment or any similar process is not released or bonded within thirty (30) calendar days after its entry;
- 6) Contractor is adjudicated bankrupt or insolvent;
- 7) Contractor files a case under the Federal Bankruptcy Code or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any case or petition against it under any such law;
- 8) any property or portion of the property of Contractor is sequestered by court order and the order remains in effect for more than thirty (30) calendar days after Contractor obtains knowledge thereof;
- 9) a petition is filed against Contractor under any state reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction, whether now or hereafter in effect, and such petition is not dismissed within thirty (30) calendar days;
- 10) Contractor consents to the appointment of a receiver, trustee, or liquidator of Contractor or of all or any part of its property; or
- h) Contractor's management system does not meet the UGMS management standards.

Section 16.06 Notice of Termination. Either Party may deliver written notice of intent to terminate by any verifiable method. If either Party gives notice of its intent to terminate all or a part of this Contract, Department and Contractor shall attempt to resolve any issues related to the anticipated termination in good faith during the notice period.

ARTICLE XVII VOID, SUSPENDED, AND TERMINATED CONTRACTS

Section 17.01 Void Contracts. Department may hold this Contract void upon determination that the award was obtained fraudulently or was otherwise illegal or invalid from its inception.

Section 17.02 Effect of Void, Suspended, or Involuntarily Terminated Contract. A Contractor who has been a party to a contract with DSHS that has been found to be void, suspended, or

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terminated for cause is not eligible for expansion of current contracts, if any, or new contracts or renewals until the Department has determined that Contractor has satisfactorily resolved the issues underlying the suspension or termination. Additionally, if this Contract is found to be void, any amount paid is subject to refund.

Section 17.03 **Appeals Rights.** Pursuant to Tex. Gov. Code § 2105.302, after receiving notice from the Department of termination of a contract with DSHS funded by block grant funds, Contractor may request an administrative hearing under Tex. Gov. Code Chapter 2001.

ARTICLE XVIII CLOSEOUT AND CONTRACT RECONCILIATION

Section 18.01 **Cessation of Services At Closeout.** Upon expiration of this Contract or Program Attachment, as applicable, (and any renewals of this Contract or Program Attachment) on its own terms, Contractor shall cease services under this Contract or Program Attachment and shall cooperate with DSHS to the fullest extent possible to ensure the orderly and safe transfer of responsibilities under this Contract to DSHS or other entity designated by DSHS. Upon receiving notice of Contract or Program Attachment termination or non-renewal, the Contractor agrees to immediately begin to transition recipients of services to alternative service providers, as needed. Contractor also agrees to completely cease providing services under this Contract or Program Attachment by the date specified in the termination or non-renewal notice. Contractor shall not bill DSHS for services performed after termination or expiration of this Contract or Program Attachment, or incur any additional expenses once this Contract or Program Attachment is terminated or has expired. Upon termination, expiration or non-renewal of this Contract or a Program Attachment, Contractor shall immediately initiate Closeout activities described in this Article.

Section 18.02 **Administrative Offset.** The Department shall have the right to administratively offset amounts owed by Contractor against billings.

Section 18.03 **Deadline for Closeout.** Contractor shall submit all financial, performance, and other Closeout reports required under this Contract within sixty (60) calendar days after the Contract or Program Attachment end date. Unless otherwise provided under the Final Billing Submission section of the Payment Methods and Restrictions Article, the Department is not liable for any claims that are not received within sixty (60) calendar days after the Contract or Program Attachment end date.

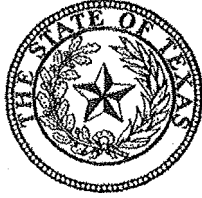
Section 18.04 **Payment of Refunds.** Any funds paid to the Contractor in excess of the amount to which the Contractor is finally determined to be entitled under the terms of this Contract constitute a debt to the Department and will result in a refund due. Contractor shall pay any refund amount due within the time period established by the Department.

Section 18.05 **Disallowances and Adjustments.** The Closeout of this Contract or Program Attachment does not affect the Department's right to disallow costs and recover funds on the basis of a later audit or other review or the Contractor's obligation to return any funds due as a result of later refunds, corrections, or other transactions.

Section 18.06 **Contract Reconciliation.** If Contractor is required to annually reconcile multi-year contracts, Contractor, within sixty (60) calendar days after the end of each year of this Contract, shall

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submit to the Division Contract Management Unit assigned to the Program Attachment all financial and reconciliation reports required by Department in forms as determined by Department. Required reconciliation forms and reports may include the following: Cash Match Participation Form, In-kind Match Participation Form, Program Income Report, Equipment Inventory, Controlled Items Inventory, Contractor's Release Agreement, and Reconciliation Refund Remittance Form. Any additional forms or reports required by Department shall be posted on the DSHS website prior to the reconciliation period. Unless otherwise directed by Department, all forms and reports must be submitted in hard copies, with original signatures if required, to DSHS by the due date.



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE

AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.

Handwritten signature of Andrew M. Harris

Signature

Andrew M. Harris
Vice President of Finance & Administration

Print Name of Authorized Individual

2009-028197

Application or Contract Number

UNIVERSITY OF NORTH TEXAS

Organization Name

6 JAN 09

Date

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✓ 17

Travis County Commissioners Court Agenda Request

Voting Session July 28, 2009
(Date)

Work Session _____
(Date)

I. Request:

Request made by: Alicia Perez, Executive Manager Phone # 854-9343
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney.

Requested text:

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 \$641,691.60, for the period of July 10, 2009 to July 16, 2009.

Approved by: _____
Signature of Commissioner or County Judge

II. Additional Information:

- A. Backup memorandum is attached.
- B. Affected agencies and officials.

Linda Moore-Smith	854-9170
Dan Mansour	854-9499
Susan Spataro	854-9125
Rodney Rhoades	854-9106

III. Required Authorizations: Checked if applicable:

- _____ Planning and Budget Office (854-9106)
- _____ Human Resources Management Department (854-9165)
- _____ Purchasing Office (854-9700)
- _____ County Attorney's Office (854-9415)
- _____ County Auditor's Office (854-9125)

09 JUL 21 PM 1:15
RECEIVED
COUNTY JUDGE'S OFFICE

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: July 28, 2009

TO: Members of the Travis County Commissioners Court

FROM: Dan Mansour, Risk Manager

COUNTY DEPT. Human Resources Management Department (HRMD)

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

PERIOD OF PAYMENTS MADE: July 10, 2009 to July 16, 2009

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$641,691.60

HRMD RECOMMENDATION: The Director or Risk Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$641,691.60.

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
JULY 10, 2009 TO JULY 16, 2009

-

- 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. Notification of amount of request from United Health Care (UHC).
- Page 5. Last page of the UHC Check Register for the Week.
- Page 6. List of payments deemed not reimbursable.
- Page 7. Journal Entry for the reimbursement.

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

Last Updated 7-23-09 at 3:53pm

DATE: July 28, 2009
 TO: Susan Spataro, County Auditor
 FROM: Dan Mansour, Risk Manager
 COUNTY DEPT.: Human Resources Management Department (HRMD)

United Health Care (UHC) (Travis County's Third Party Administrator for our Self Insured Health Care Fund) has requested reimbursement for health care claim payments made on behalf of Travis County employees and their dependents as follows:

PERIOD OF PAYMENTS PAID:
 FROM: July 10, 2009
 TO: July 16, 2009

REIMBURSEMENT REQUESTED: \$ 641,691.60

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,179,277.19
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: July 21, 2009	\$ (537,585.76)
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 641,691.60
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 641,691.60

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

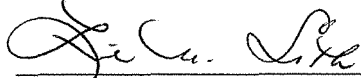
All claims over \$25,000 (4 this week totaling \$176,175.78) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

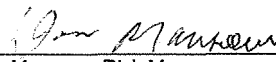
Fifteen percent (15%) of all claims under \$25,000 (\$77,366.62) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount 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 \$175,000 stop loss limit. For claims that have exceeded the limit, it has been verified that UHC has complied with the contract. This week credits for stop loss and other reimbursements totaled \$41,793.60.

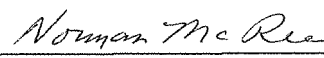
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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.

 7-20-09
 Linda Moore Smith, Director Date

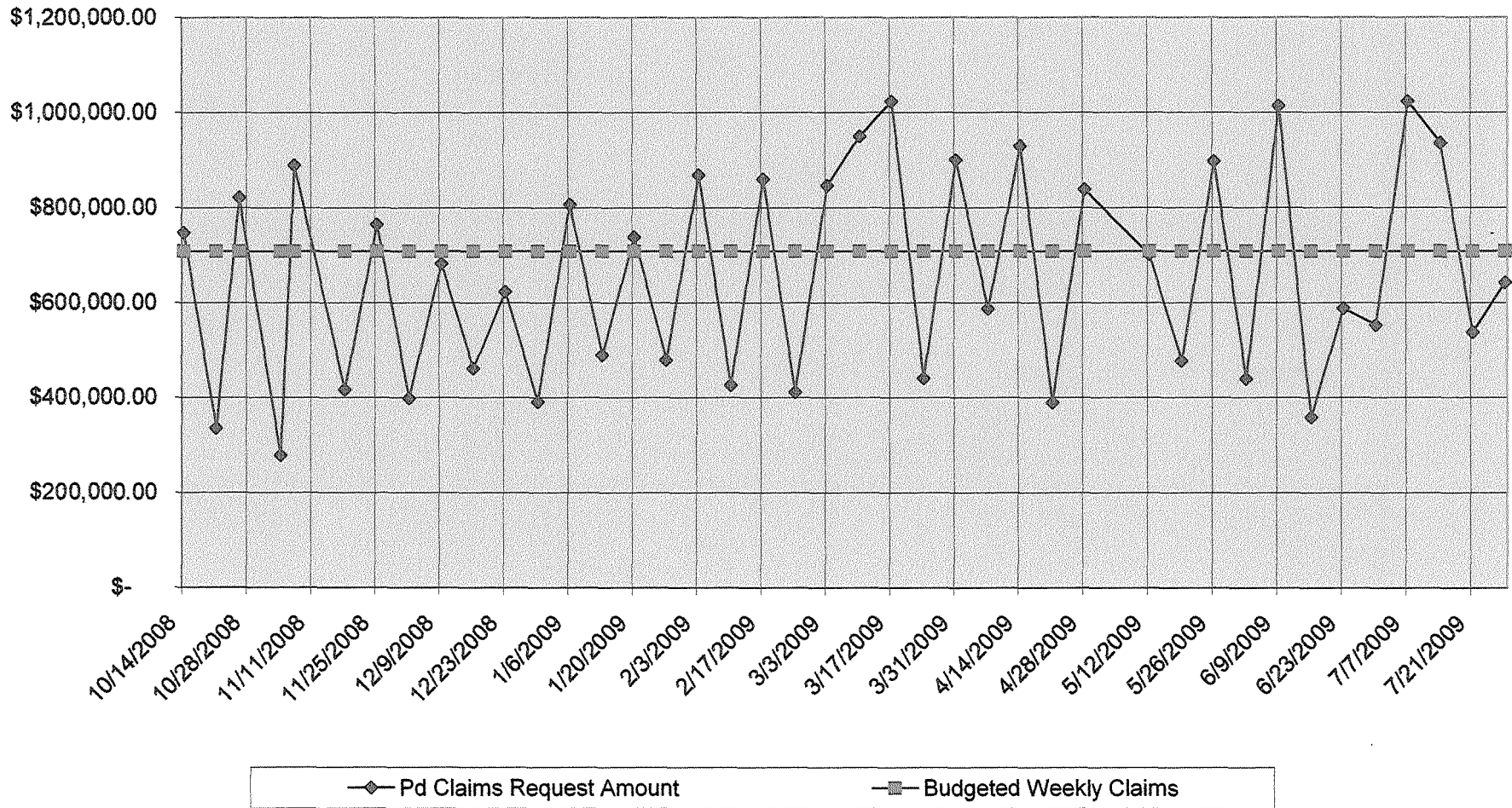
 7-20-09
 Dan Mansour, Risk Manager Date

 7-20-09
 Cindy Purinton, Benefit Contract Administrator Date

 7/17/09
 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 BENEFIT PLAN FY09 PAID CLAIMS vs WEEKLY CLAIMS BUDGET OF \$708,314.75



TRAVIS COUNTY EMPLOYEE BENEFIT PLAN

Last Updated **FY09 WEEKLY PAID CLAIMS VS WEEKLY BUDGETED AMOUNT**

Period	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims
9/26/08-10/02/2008	10/14/2008	\$ 747,324.53	\$ 708,314.75	0	\$ -
10/3/08-10/09/08	10/21/2008	\$ 335,512.06	\$ 708,314.75	2	\$ 90,581.80
10/10/08-10/16/08	10/26/2008	\$ 821,392.23	\$ 708,314.75	1	\$ 27,830.00
10/17/08-10/23/08	11/4/2008	\$ 278,558.66	\$ 708,314.75	1	\$ 25,794.46
10/24/08-10/30/08	11/7/2008	\$ 889,154.23	\$ 708,314.75	3	\$ 241,152.98
10/31/08-11/06/08	11/18/2008	\$ 416,144.12	\$ 708,314.75	1	\$ 43,401.87
11/07/08-11/13/08	11/25/2008	\$ 764,495.13	\$ 708,314.75	1	\$ 25,086.80
11/14/08-11/20/08	12/2/2008	\$ 398,204.17	\$ 708,314.75	1	\$ 29,800.00
11/21/08-11/27/08	12/9/2008	\$ 681,975.72	\$ 708,314.75	0	\$ -
11/28/08-12/04/08	12/16/2008	\$ 461,401.09	\$ 708,314.75	1	\$ 52,900.00
12/05/08-12/11/08	12/23/2008	\$ 623,235.92	\$ 708,314.75	1	\$ 75,029.80
12/12/08-12/18/08	12/30/2008	\$ 391,245.55	\$ 708,314.75	1	\$ 29,333.31
12/19/08-12/25/08	1/6/2009	\$ 806,849.20	\$ 708,314.75	1	\$ 79,550.00
12/26/08-01/01/09	1/13/2009	\$ 489,510.01	\$ 708,314.75	3	\$ 231,596.70
01/02/09-01/08/09	1/20/2009	\$ 738,207.12	\$ 708,314.75	0	\$ -
01/09/09-01/15/09	1/27/2009	\$ 479,061.40	\$ 708,314.75	1	\$ 52,000.00
01/16/09-01/22/09	2/3/2009	\$ 868,256.76	\$ 708,314.75	2	\$ 122,268.15
01/23/09-01/29/09	2/10/2009	\$ 425,948.22	\$ 708,314.75	1	\$ 27,799.00
01/30/09-02/5/09	2/17/2009	\$ 859,996.86	\$ 708,314.75	1	\$ 44,068.88
02/6/09-02/12/09	2/24/2009	\$ 411,769.22	\$ 708,314.75	2	\$ 135,874.72
2/13/09-2/19/09	3/3/2009	\$ 846,738.71	\$ 708,314.75	2	\$ 100,933.50
2/20/09-2/26/09	3/10/2009	\$ 949,895.88	\$ 708,314.75	4	\$ 466,149.26
2/27/09-3/5/09	3/17/2009	\$ 1,023,376.00	\$ 708,314.75	4	\$ 379,043.29
3/6/09-3/12/09	3/24/2009	\$ 440,272.63	\$ 708,314.75	1	\$ 37,840.14
3/13/09-3/19/09	3/31/2009	\$ 899,860.53	\$ 708,314.75	3	\$ 101,988.57
3/20/09-3/26/09	4/7/2009	\$ 586,930.54	\$ 708,314.75	4	\$ 176,607.27
3/27/09-4/2/09	4/14/2009	\$ 929,174.88	\$ 708,314.75	3	\$ 147,837.16
4/3/09-4/9/2009	4/21/2009	\$ 389,720.20	\$ 708,314.75	0	\$ -
4/10/09-4/16/09	4/28/2009	\$ 838,227.39	\$ 708,314.75	1	\$ 133,806.69
4/24/09-4/30/09	5/12/2009	\$ 701,327.76	\$ 708,314.75	2	\$ 88,216.00
5/1/09-5/7/09	5/19/2009	\$ 477,613.64	\$ 708,314.75	1	\$ 32,510.00
5/8/09-5/14/09	5/26/2009	\$ 897,124.15	\$ 708,314.75	4	\$ 128,854.65
5/15/09-5/21/09	6/2/2009	\$ 439,358.39	\$ 708,314.75	2	\$ 124,232.04
5/22/09-5/28/09	6/9/2009	\$ 1,013,698.31	\$ 708,314.75	6	\$ 269,038.76
5/29/09-6/4/09	6/16/2009	\$ 358,482.12	\$ 708,314.75	3	\$ 108,717.80
6/5/09-6/11/09	6/23/2009	\$ 588,414.70	\$ 708,314.75	1	\$ 73,953.50
6/12/09-6/18/09	6/30/2009	\$ 552,669.33	\$ 708,314.75	2	\$ 120,205.56
6/19/09-6/25/09	7/7/2009	\$ 1,023,641.46	\$ 708,314.75	3	\$ 262,112.30
6/26/09-7/2/09	7/14/2009	\$ 935,349.68	\$ 708,314.75	3	\$ 11,992.87
7/3/09-7/9/09	7/21/2009	\$ 537,585.76	\$ 708,314.75	3	\$ 157,067.61
7/10/09-7/16/09	7/28/2009	\$ 641,691.60	\$ 708,314.75	4	\$ 176,175.78

Paid and Budgeted Claims - to date	\$ 26,959,395.86	\$ 29,040,904.75
Amount Under Budget		\$ (2,081,508.89)

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

Last Updated 7-23-09 at 3:53pm

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: 2009-07-17 REQUEST AMOUNT: \$1,179,277.19

CUSTOMER ID: 00000701254
 CONTRACT NUMBER: 00701254 00709445
 BANK ACCOUNT NUMBER: 0475012038
 FUNDING ABA NUMBER: 021000021
 FREQUENCY: FRIDAY INITIATOR: CUST METHOD: ACH BASIS: BALANCE
 ADVICE FREQUENCY: DAILY

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2009-07-16	\$863,579.14
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	\$1,075,138.86
+ CURRENT DAY NET CHARGE:	\$104,138.33
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	\$1,179,277.19

ACTIVITY FOR WORK DAY: 2009-07-10

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$55,499.19	\$00.00	\$55,499.19
TOTAL:	\$55,499.19	\$00.00	\$55,499.19

ACTIVITY FOR WORK DAY: 2009-07-13

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$257,366.80	\$00.00	\$257,366.80

Page: 1 of 2

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UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2009_07_16

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT	
701254	632	1.88	RD	19558483	AH		5	7/13/2009	100	7/15/2009	7/16/2009
701254	632	1.79	UX	57948871	A		11	7/7/2009	20	7/16/2009	7/16/2009
701254	632	1.79	RD	19530461	A		46	7/13/2009	100	7/15/2009	7/16/2009
701254	632	-14.37	NN	SSN0000C	AL		0	7/7/2009	600	7/13/2009	7/16/2009
701254	632	-19.73	NN	SSN0000C	AL		0	7/7/2009	600	7/13/2009	7/16/2009
701254	632	-40.68	RC	9623982	AA		8	7/8/2009	50	7/14/2009	7/16/2009
701254	632	-79.4	UX	9961861	AH		1	4/27/2009	50	7/15/2009	7/16/2009
701254	632	-80.68	NN	SSN0000C	AL		0	7/8/2009	600	7/14/2009	7/16/2009
701254	632	-83.85	NN	SSN0000C	AL		0	7/13/2009	600	7/17/2009	7/16/2009
701254	632	-99	NN	SSN0000C	AL		0	7/8/2009	600	7/14/2009	7/16/2009
701254	632	-123.25	NN	SSN0000C	AL		0	7/7/2009	600	7/13/2009	7/16/2009
701254	632	-135.84	NN	SSN0000C	AL		0	7/10/2009	600	7/16/2009	7/16/2009
701254	632	-168.96	RB	45415511	AH		1	3/26/2009	50	7/17/2009	7/16/2009
701254	632	-192.3	NN	SSN0000C	AL		0	7/7/2009	600	7/13/2009	7/16/2009
701254	632	-250	NN	SSN0000C	AL		0	7/9/2009	600	7/15/2009	7/16/2009
701254	632	-1338.5	NN	SSN0000C	AL		0	7/13/2009	600	7/17/2009	7/16/2009
701254	632	-2965.09	NN	SSN0000C	AL		0	7/10/2009	600	7/16/2009	7/16/2009
701254	632	-3225.5		25	169230	A	19	7/13/2009	50	7/15/2009	7/16/2009
701254	632	-32976.45	NN	SSN0000C	AL		0	7/8/2009	600	7/14/2009	7/16/2009

641,691.60

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Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 07/16/2009

<i>CONTR_#</i>	<i>TRANS_AMT</i>	<i>SRS</i>	<i>CHK_#</i>	<i>GRP</i>	<i>CLAIM ACCT#</i>	<i>ISS_DATE</i>	<i>TRANS CODE</i>	<i>TRANS_DATE</i>
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Total: \$0.00

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 7/16/2009

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
	EE	
	526-1145-522.45-28	41,345.19
	RR	
	526-1145-522.45-29	33,257.88
Total CEPO		\$74,603.07
EPO		
	EE	
	526-1145-522.45-20	106,728.73
	RR	
	526-1145-522.45-21	33,725.37
Total EPO		\$140,454.10
PPO		
	EE	
	526-1145-522.45-25	376,972.08
	RR	
	526-1145-522.45-26	49,662.35
Total PPO		\$426,634.43
Grand Total		\$641,691.60

Travis County Commissioners Court Agenda Request

Voting Session 7/28/09
(Date)

Work Session _____
(Date)

I. Request made by:

Alicia Perez, Executive Manager, Administrative Operations Phone # 854-9343
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

Routine Personnel Actions

Approved by: _____
Signature of Commissioner(s) or County Judge

II. Additional Information

- A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight copies of request and backup).
- B. List all of the agencies or official names and telephone numbers that might be affected or be involved with the request. Send a copy of request and backup to each party listed.

III. Required Authorizations: Please check if applicable:

_____ Planning and Budget Office (854-9106)

_____ Human Resources Management Department (854-9165)

_____ Purchasing Office (854-9700)

_____ County Attorney's Office (854-9415)

_____ County Auditor's Office (854-9125)



HRMD

Human Resources Management Department

1010 Lavaca Street, 2nd Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203


July 28, 2009

ITEM # :

DATE: July 17, 2009

TO: Samuel T. Biscoe, County Judge
Ron Davis, Commissioner, Precinct 1
Sarah Eckhardt, Commissioner, Precinct 2
Karen L. Huber, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

VIA: Alicia Perez, Executive Manager, Administrative Operations

FROM: Linda Moore Smith, Director, HRMD 

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 6.

If you have any questions or comments, please contact me.

LMS/TLO/clr

Attachments

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

WEEKLY PERSONNEL AMENDMENTS --- ROUTINE

NEW HIRES				
Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
District Atty	170	Legal Secretary	15 / Level 2 / \$35,796.80	15 / Level 2 / \$35,796.80
District Atty	258	Victim Counselor Sr	16 / Level 5 / \$41,537.60	16 / Level 5 / \$41,537.60
Juvenile Court	79	Juvenile Detention Ofcr I*	12 / Level 2 / \$29,224.00	12 / Level 2 / \$29,224.00
Medical Examiner	18	Forensic Autopsy Tech	13 / \$38,500.00	13 / \$38,500.00
Sheriff	672	Cadet*	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	915	Security Coord	12 / Level 3 / \$30,056.00	12 / Level 3 / \$30,056.00
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
District Atty	20022	Office Asst	8 / \$10.10	8 / \$10.10	02
Fac Mgmt	50056	Custodian	5 / \$10.00	5 / \$10.00	05
Fac Mgmt	50062	Custodian	5 / \$10.00	5 / \$10.00	05
HRMD	20035	Human Resources Assistant I	12 / \$13.26	12 / \$13.26	02
Juvenile Public Defender	20027	Law Clerk I	14 / \$15.17	14 / \$15.17	02
Tax Collector	20110	Office Asst	8 / \$10.10	8 / \$10.10	02
Tax Collector	20111	Office Asst	8 / \$10.10	8 / \$10.10	02
Tax Collector	50057	Administrative Asst I	11 / \$12.39	11 / \$12.39	05
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

TEMPORARY PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Salary	Dept. (To)	Slot – Position Title – Salary	Comments
HHS	Slot 50014 / Interpreter Sign Lang V / Grd 25 / \$38.00	HHS	Slot 50241 / Interpreter Sign Lang VI / Grd 26 / \$45.00	Promotion temporary.
HHS	Slot 50238 / Interpreter Sign Lang V / Grd 25 / \$38.00	HHS	Slot 50240 / Interpreter Sign Lang VI / Grd 26 / \$45.00	Promotion temporary.

CAREER LADDERS – NON-POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Juvenile Court	222	Juvenile Res Trt Ofcr II* / Grd 13	Juvenile Res Trt Ofcr III / Grd 14	\$31,448.62	\$33,021.05	Career Ladder. Pay is between min and midpoint of pay grade.
Juvenile Court	358	Juvenile Detention Ofcr II* / Grd 13	Juvenile Detention Ofcr III / Grd 14	\$32,682.50	\$34,316.62	Career Ladder. Pay is between min and midpoint of pay grade.

* Actual vs Authorized

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Emergency Services	Slot 37 / Fire Marshal Asst Deputy III / Grd 20 / \$71,020.56	Emergency Services	Slot 22 / Fire Marshal Asst / Grd 22 / \$74,571.58	Promotion. Pay is between midpoint and max of pay grade.
HHS	Slot 246 / Social Svcs Pgrm Admin / Grd 20 / \$72,496.82	HHS	Slot 246 / Social Svcs Pgrm Admin / Grd 20 / \$69,044.59	Temporary assignment completed.
Juvenile Court	Slot 483 / Juvenile Probation Ofcr III / Grd 16 / \$37,576.83	Juvenile Court	Slot 40 / Juvenile Probation Ofcr III / Grd 16 / \$37,576.83	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.

* Actual vs Authorized

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Sheriff	Slot 325 / Corrections Officer Sr / Grd 83 / \$42,107.10	TNR	Slot 541 / Park Ranger / Grd 60 / \$43,210.75	Promotion. Transition from TCSO to Non-TCSO. Peace Officer Pay Scale (POPS).
Sheriff	Slot 386 / Cert Peace Officer Sr / Grd 84 / \$57,629.10	Sheriff	Slot 1413 / Cert Peace Officer Sr / Grd 84 / \$57,629.10	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 627 / Human Resources Spec II / Grd 20 / \$50,474.32	Sheriff	Slot 627 / Human Resources Spec II / Grd 20 / \$56,464.32	Salary adjustment. Pay is between min and midpoint of pay grade.
Sheriff	Slot 672 / Corrections Officer Sr / Grd 83 / \$43,177.06	Sheriff	Slot 1596 / Deputy Sheriff Law Enforcement* / Grd 72 / \$46,395.02	Voluntary job change. Peace Officer Pay Scale (POPS).
Sheriff	Slot 907 / Corrections Officer Sr* / Grd 83 / \$47,573.97	Sheriff	Slot 879 / Corrections Officer Sr* / Grd 83 / \$47,573.97	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1417 / Cadet / Grd 80 / \$33,750.91	Sheriff	Slot 1207 / Cadet* / Grd 80 / \$33,750.91	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1596 / Deputy Sheriff Sr Law Enfrmnt / Grd 74 / \$61,081.07	Sheriff	Slot 907 / Cert Peace Officer Sr / Grd 84 / \$56,193.90	Voluntary job change. Peace Officer Pay Scale (POPS).
Sheriff	Slot 1703 / Cert Peace Officer Sr / Grd 84 / \$60,498.05	Sheriff	Slot 867 / Sergeant Certified Peace Ofcr / Grd 88 / \$80,118.06	Promotion. Peace Officer Pay Scale (POPS).
Sheriff	Slot 1782 / Cadet* / Grd 80 / \$33,750.91	Sheriff	Slot 278 / Cadet* / Grd 80 / \$33,750.91	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.

* Actual vs Authorized

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Sheriff	Slot 1783 / Cadet* / Grd 80 / \$33,750.91	Sheriff	Slot 509 / Cadet* / Grd 80 / \$33,750.91	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1784 / Cadet* / Grd 80 / \$33,750.91	Sheriff	Slot 1412 / Cadet* / Grd 80 / \$33,750.91	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1786 / Cadet* / Grd 80 / \$33,750.91	Sheriff	Slot 1078 / Cadet* / Grd 80 / \$33,750.91	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1787 / Cadet* / Grd 80 / \$33,750.91	Sheriff	Slot 1489 / Cadet* / Grd 80 / \$33,750.91	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1789 / Cadet* / Grd 80 / \$33,750.91	Sheriff	Slot 441 / Cadet* / Grd 80 / \$33,750.91	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1790 / Cadet / Grd 80 / \$33,750.91	Sheriff	Slot 392 / Cadet* / Grd 80 / \$33,750.91	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
* Actual vs Authorized				

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
TNR	Slot 604 / Park Maint Worker Sr / Grd 10 / \$27,768.00	TNR	Slot 542 / Natural Resources Spec / Grd 18 / \$42,598.40	Promotion. Pay is between min and midpoint of pay grade.
* Actual vs Authorized				

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

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Karen L. Huber, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

19 ✓

Voting Session: Tuesday, July 28, 2009

I. A. Request made by: Alicia Perez, Exec. Mgr. Phone #: 854-9343
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested topic: CONSIDER AND TAKE
APPROPRIATE ACTION ON TRAVIS COUNTY
HISTORY DAY, AUGUST 7, 2009

C. Approved by: _____
Signature of Commissioner or Judge

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

RECEIVED
COUNTY JUDGE'S OFFICE
09 JUL 21 PM 5:11

III. Required Authorizations: Please check if applicable.

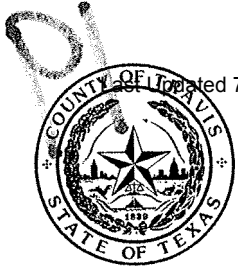
Planning and Budget Office (854-9106)
 _____ Additional funding for any department or for any purpose
 _____ Transfer of existing funds within or between any line item
 _____ Grant

Human Resources Department (854-9165)
 _____ Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)
 _____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)
 _____ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 12:00pm on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.




Printed 7-23-09 at 3:53pm

TRAVIS COUNTY ADMINISTRATIVE OPERATIONS

Alicia Perez, Executive Manager

314 West 11th Street, Suite 535 PO Box 1748 Austin, TX 78767 Tel: (512) 854-9343 Fax: 854-9542

To: Commissioners Court

From: Alicia Perez, Executive Manager 
Administrative Operations

Subject: 2nd Annual Travis County History Day

Proposed Motions:

- (A) Approve printing the William B. Travis History Day Brochure; and
- (B) Declare August 7, 2009 Travis County History Day

Summary and Staff Recommendation:

Last year, we had our first Travis County History Day, and it was a great success – very well attended and a generator of positive media attention. Travis County is rich with history, folklore and lessons that provide insight into our heritage, our ancestors, and the community in which we live.

Working with the Travis County Historical Commission, staff has been developing plans for the 2nd Annual History Day. This year, the focus will be on the early years after establishment of Travis County; we will also commemorate the 200th birthday of

Alamo legend William Barret Travis, for whom Travis County is named.

The second annual Travis County History Day celebration is proposed for August 7, 2009 from 11:00 AM until 1:00 PM in the second floor lobby of the Heman Marion Sweatt Courthouse. Your approval is requested to print the brochure and issue the declaration.

Former District Attorney Ronnie Earle has agreed to serve as Honorary Chairman and Master of Ceremonies at the August 7 event, during which:

1. A brochure describing Travis's life will be distributed
2. Archival exhibits about the history of Travis County will be displayed
3. The Texas State Librarian and a William B. Travis expert will speak
4. Short video vignettes about William B. Travis's life and accomplishments will be premiered – these will then be shown on TCTV-17

Next week, a resolution proclaiming August 7, 2009 "Travis County History Day" will be agendized for your approval.

Budgetary and Fiscal Impact:

It is estimated that the brochures can be printed for about \$750. This expense will be absorbed in the FY 2009 budget for the print shop. There is no fiscal impact associated with the

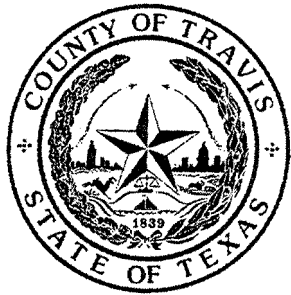
celebration on August 7, 2009 because contributions will cover the cost of refreshments and associated expenses.

Background:

Last year's History Day, centered on the Sweatt v. Painter case, generated intense interest in the significance of that landmark decision and in Travis County history generally. News media like KXAN-TV, Time Warner News 8 Austin and the *Austin-American Statesman* reported on the public's response to the program and exhibits. These exhibits have been on display since then and continue to fascinate and educate visitors to the Heman Marion Sweatt Travis County Courthouse.

Exhibit:

Draft Brochure



TRAVIS COUNTY COMMISSIONERS COURT

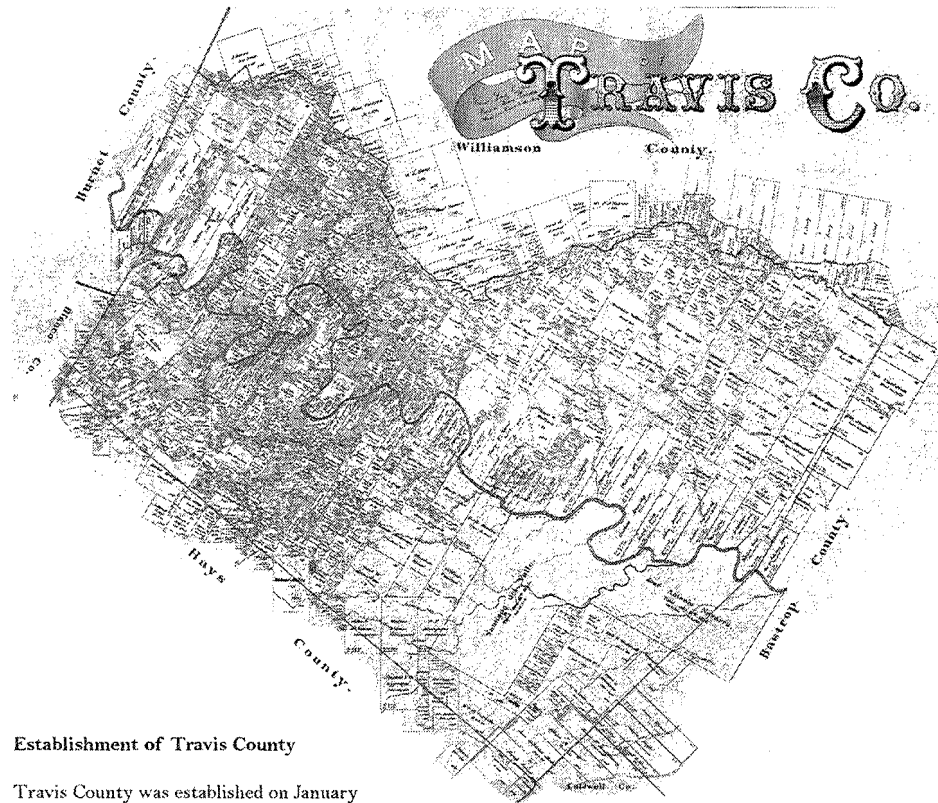
*County Judge - Samuel T. Biscoe
Commissioner, Precinct 1 - Ron Davis
Commissioner, Precinct 2 - Sarah Eckhardt
Commissioner, Precinct 3 - Karen Huber
Commissioner, Precinct 4 - Margaret Gómez*

BROCHURE COMMITTEE

*Alicia Perez, Executive Manager of Administrative Operations
Steven Broberg, Director, Records Management
Amalia Rodriguez-Mendoza, District Clerk
Christy Moilanen, Travis County Archivist, Records Management
Christopher Stangland, Webmaster, Travis County ITS*

Cover Illustration: Portrait of William B. Travis by Charles Berkeley Normann, Courtesy of the Texas State Library & Archives Commission

Map of Travis County, 1894 courtesy of the Texas General Land Office



Establishment of Travis County

Travis County was established on January 25, 1840, by an act of the Fourth Congress of the Republic of Texas, days after the community of Waterloo had been renamed Austin and approved as the capital city. The county was operating as such as early as 1839, however, prior to its official establishment. An election for county officials was held in February 1840, at which time the population was reported to be 856.

Travis County was created from Bastrop County, one of the original twenty-three counties formed in 1836. The encompassing area was known as the Travis District, which consisted of roughly 40,000 square miles. Counties that were later carved from the Travis District include Comal in 1846, Gillespie and Hays in 1848, Burnet in 1852, Brown and Lampasas in 1856, and Callahan, Coleman, Eastland,

Runnels and Taylor in 1858. Today Travis County comprises 989 square miles with a population of over one million.

Travis County was named for William Barret Travis, commander of the Texas defenders during the Battle of the Alamo. Although Travis never set foot in the area that was to become Travis County, it is not surprising that Congress chose him as the county's namesake. The creation of Travis County followed the fall of the Alamo by just a few years, and Travis's sacrifice was certainly still fresh in the minds of the Texans.

A Celebration of Travis County



The William B. Travis Story
& a brief history of early Travis County



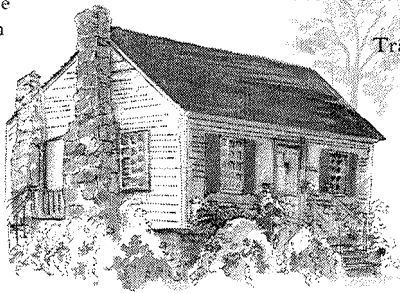
Portrait of William B. Travis by Henry McArdle, *The McArdle Notebooks*, Courtesy of the Texas State Library & Archives Commission

William Barret Travis

William Barret Travis is a legend of Texas history. His appeal from the Alamo for reinforcements has become a symbol of unwavering courage, and in the end, Travis gave his life for Texas independence. As Travis County commemorates the 200th year since the birth of its namesake, we remember the man behind the legend.

William Barret Travis was the eldest of eleven children born to Mark and Jemima Travis in Saluda County, South Carolina. The date of his birth is not certain; while some sources give the date as August 1st, 1809, others list the date as August 9th.

In 1817, the Travis family relocated to Alabama. William was 9 when he began



The William B. Travis House, currently in Perdue Hill, Alabama. Illustration by Lynn Cameron.

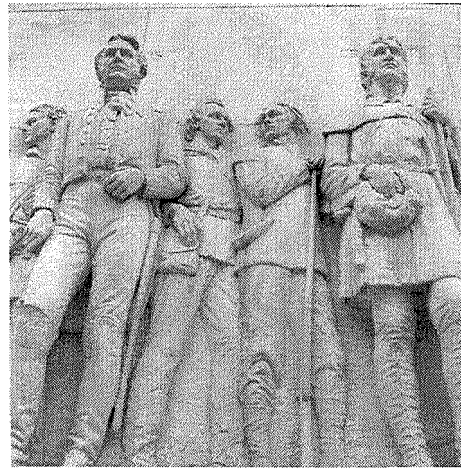
his formal schooling, and as the years progressed, so did his accomplishments. He became an assistant instructor at his school, a lawyer, published a newspaper, and accepted a position in the Alabama Militia.

On October 26, 1828, at the age of 19, Travis married Rosanna Cato, and their first child, Charles Edward, was born the following year. Just a year later, however, Travis abandoned his wife, son, and unborn daughter, and departed for Texas. Many rumors surround his decision to do so, including debt and a failed marriage, but his actual reasons are unknown.

Travis arrived in Stephen F. Austin's colony in San Felipe, Texas, then a part of Northern Mexico, in 1831. He then traveled further south to Anahuac, a town located on Galveston Bay, where he established his law practice and began learning Spanish.

By the early 1830s, the tension between Anglo-American settlers and the Mexican government in Texas was rising. While many Texans hoped for peaceful resolution, Travis and others pushed strongly for revolution. He became associated with a group of militants known as the War Party. They were involved in a series of clashes known as the Anahuac Disturbances, where Travis played a pivotal role. He was arrested by the commander of the Mexican garrison at Anahuac and later released.

Travis moved his legal practice to San Felipe in the aftermath of the clashes at Anahuac, and by 1833, his law practice was one of the leading legal businesses in the area. In 1834, he was elected for a year-long term as secretary to the *ayuntamiento*, the principal governing body in San Felipe.



William B. Travis, left, and Davy Crockett, right, on the The Spirit of Sacrifice Cenotaph, at The Alamo in San Antonio, TX. - photo by William Perez

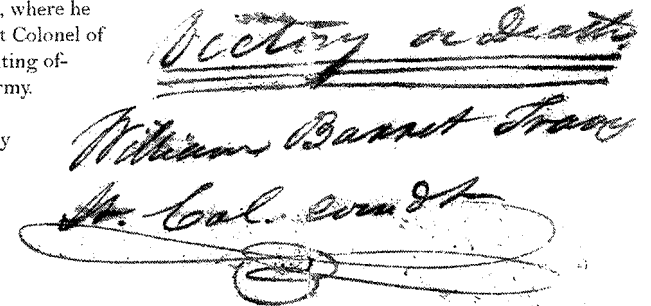
The Texas Revolution began at Gonzales in the fall of 1835. Travis enrolled in the army as a Lieutenant, and he joined up with Austin and his forces as they moved towards San Antonio to besiege the town. Travis was soon promoted to Captain by Austin, who had great confidence in him, assigning him with missions and commending his service in several letters. Travis returned to San Felipe before the final assault, where he accepted a commission as Lieutenant Colonel of Cavalry and became the chief recruiting officer for the Texas Revolutionary Army.

In January of 1836, Governor Henry Smith ordered Travis to recruit 100 men and reinforce Col. Neill at San Antonio for the impending arrival of Santa Anna and the Mexican Army. Able to recruit just twenty-nine men, Travis requested to be relieved; Smith insisted and Travis reported to Neill in early February. Within a few days Travis found himself in command of

about fifty men. James Bowie also arrived at San Antonio, bringing with him around 100 volunteers, and he and Travis initially quarreled over command. They were able to affect an uneasy truce of joint command until an illness befell Bowie, leaving Travis in sole command.

Travis directed the preparation of San Antonio de Valero Mission, known as the Alamo, for the arrival of Santa Anna. He composed numerous eloquent letters to officials requesting reinforcements and provisions, but only a few dozen men came from Gonzales to his relief. Santa Anna's advance arrived in San Antonio on February 22, and additional reinforcements for the Texans were nowhere to be seen. Two days into the siege, Travis penned his infamous "Victory or Death" letter. He recognized that help might not come, but his letters evidenced an unshakeable resolve to fight to the end. All in all, the Alamo had between 182 and 257 volunteers, both Tejano and Texian, fighting in its defense, but they were sorely outnumbered by the opposition.

The nature of Travis's death at the young age of 26 elevated him from mere soldier status to that of a hero of Texas history. He proved a brave soldier who was willing to sacrifice his life for Texas independence.



Detail of William B. Travis' Letter from the Alamo, 1836. Courtesy of the Texas State Library & Archives Commission

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

20

Voting Session: July 28, 2009

I. A. Request made by: Alicia Perez, Exec. Mgr., Admin Ops Phone #: 854-9343
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM A LOCAL BUSINESS PERSON TO SET UP AND OPERATE A HOT DOG VENDING CART ON TRAVIS COUNTY PROPERTY LOCATED AT 5501 AIRPORT BOULEVARD.

C. Approved by: _____
Signature of Commissioner or Judge

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

Roger A, El Khoury, M.S., P.E., Director, Facilities Management Department, 44579
John Hille, Assistant County Attorney, 49415
Cyd Grimes, Purchasing Agent, 49700

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

- _____ Additional funding for any department or for any purpose
- _____ Transfer of existing funds within or between any line item
- _____ Grant

Human Resources Department (854-9165)

- _____ Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)

- _____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- _____ Contract, Agreement, Policy & Procedure

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FACILITIES MANAGEMENT DEPARTMENT

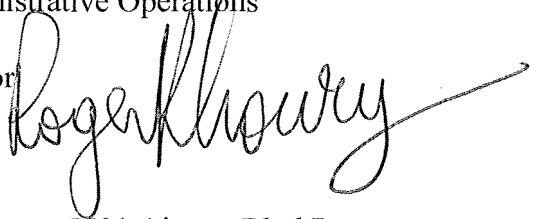
Roger A. El Khoury, M.S., P.E., Director

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

MEMORANDUM

TO: Members of the Commissioners Court

VIA: Alicia Perez, Executive Manager Administrative Operations

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

DATE: July 20, 2009

SUBJECT: Request for Approval to Operate Business at 5501 Airport Blvd Property
Hot Dog Vending Cart

Proposed Motion:

Consider and take appropriate action on request from a local business person to set up and operate a hot dog vending cart on Travis County property located at 5501 Airport Boulevard.

Summary and Staff Recommendation:

Facilities Management Department (FMD) received an inquiry from Ms. Cheryl Goldberg with "It's a Doggie Dog World" about securing permission to operate a hot dog vending cart on the County property at 5501 Airport Boulevard. Exhibit one is a copy of the email from Ms. Goldberg dated July 13, 2009 regarding this request. FMD requests direction from the Commissioners Court on whether they would like to pursue a license agreement with this requestor, or advertise for these services with a request for proposals or decline the request. The following are the positive and negative aspects of the request.

- Positive Aspects:
 - Provides a service to employees and public at the 5501 Airport location
 - Potential for small amount of revenue associated with approval of license
 - Provides a business opportunity for a County resident
- Negative Aspects
 - Competition with existing food establishments in vicinity
 - Potential to create congestion
 - Set precedence for additional vendors seeking permission to operate

Background:

The County offices located at 5501 Airport Boulevard have a high number of clients and visitors on a daily basis. There is extensive traffic at the facility.

Budgetary and Fiscal Impact:

None.

Required Authorizations:

County Attorney: John Hille, Jr., Assistant County Attorney

Planning and Budget: N/A

Purchasing: N/A

Attachment:

1. Ms. Goldberg's email, July 13, 2009

Last Updated 7-23-09 at 3:53pm

From: "Cheryl Goldberg" <onecall@austin.rr.com>
To: <roger.elkhoury@co.travis.tx.us>
Date: 7/13/2009 5:01 PM
Subject: good afternoon Mr. El Khoury

Mr. El-Khoury,

My name is Cheryl Goldberg and I am reaching out to you to request assistance in securing permission to operate a hot dog vending cart on the property belonging to Travis County located at 5501 Airport Blvd.

Currently, there are no food vendors or cafeterias operating inside or outside of the building at that location and I see great potential to serve the needs of hundreds of people who visit those offices every day, not to mention the vast number of County employees who work at that address and the adjacent property.

The type of cart I propose to place at that location would measure 4ft wide by 5 ft long and would be brought in and removed from the property daily. After visiting the proposed location, I have taken photos of possible places where the cart would fit that would not block vehicular or pedestrian traffic, as well as taking safety concerns into consideration.

We propose selling hot dogs, sausage, chips, cold drinks and even possibly pre-made and packaged breakfast tacos provided by my commissary, El Sol Y La Luna.

I would be happy to meet with you and your staff to discuss any concerns you may have regarding this proposal, either at the proposed site or your office. As we are not new to this type of business, we would take great care to follow all the health and sanitation codes and regulations to include certification as food handlers and ensure that the cart passes any and all health inspections. We would also be responsible for maintaining the required insurance coverages to protect ourselves and the County, as well as for removing trash from the premises at the end of each day.

Margaret Guerro at the City of Austin's Development Review Dept. informed me that, even though the property is within Austin's city limits, since it is County-owned that I would have to obtain permission to operate my business at that location from Travis County before they issued any permits.

As I was told that it would be helpful to present this to the County Commissioners when initially contacting your office, I have shared my idea with them in the form of an email and have, so far, had very positive responses. So, I request that my proposal be placed on the Court's agenda for consideration and possible approval and am open to entering into an agreement with Travis County for the use of a small portion of property as outlined.

Thank you for your time and consideration in this matter,

Cheryl Goldberg
512-587-7572
"It's A Doggie Dog World"

Travis County Commissioners Court Agenda Request

Voting Session July 28, 2009
(Date)

I. Request

A. Request made by:

Alicia Perez, Executive Manager, Administrative Operation Phone # 854-9499

Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested text:

A. **Consider and take appropriate action to renew the 24 – Hour Fitness Corporate Agreement including the revised fee of \$20.99 for additional enrollees in the same household.**

B. **Authorize the County Judge to sign the 24 – Hour Fitness Corporate Agreement.**

C. Approved by:

(Signature of Commissioner or County Judge)

II. Additional Information

A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight copies of request and backup).

List all of the agencies or official names and telephone numbers that might be affected or be involved with the request. Send a copy of request and backup to each party listed.

III. Required Authorizations: Please check if applicable:

X **Planning and Budget Office (854-9106)**

X **Human Resources Management Department (854-9165)**

X **Purchasing Office (854-9700)**

X **County Attorney's Office (854-9415)**

X **County Auditor Office (854-9125)**



HRMD

Human Resources Management

1010 Lavaca Street, Suite 200 • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

Backup Memorandum

Date: July 17, 2009
To: Members of the Commissioners Court
From: Employee Wellness Committee
Subject: 24-Hour Fitness Corporate Agreement

Proposed Motion

- A. Consider and take appropriate action to renew the 24-Hour Fitness Corporate Agreement including the revised fee of \$20.99 for additional enrollees in the same household.**
- B. Authorize the County Judge to sign the 24 - Hour Fitness Corporate Agreement.**

Staff Recommendation

Staff recommends approval of the 24 – Hour Fitness Corporate Agreement, including a change in fee from \$17.99 to \$20.99 for additional enrollees from the same household.

Summary:

The 24 - Hour Fitness Program was originally presented to the Court on May 20, 2008. The Court approved the program contingent on 100 employees enrolling or committing to enroll as members. A global e-mail sent to employees asked that those committed to enrolling for 24 - Hour Fitness reply to the e-mail. At that time, 273 employees responded with their commitment to become members. To date, Travis County has a total of 305 active members, which consist of 202 employees and 103 family members.

24 - Hour Fitness Center recently informed staff that the rate of \$17.99 is no longer offered as a discount on renewal corporate membership. The cost to add an additional person in the same household is now \$20.99 monthly.

All other program features in the Agreement provided to the County in January 2008 have been retained. The following summarizes the program's features:

Program Features and Terms

24-Hour Fitness Corporate Program Terms -

- Open enrollment period following the corporate Renewal
- No initiation fee for employees and family members
- Discount on monthly dues – see rates listed in Fiscal Impact
- Discounted rates for Add-On family members and no processing fee
- Access to over 300 clubs in U.S. (Sport and Super Sport membership only)
- 24-Hour Fitness has 6 area locations
- Monthly membership withdrawal (EFT-“Electronic Funds Transfer) with no hidden costs or long-term commitment. First and last month's dues must be paid at the time of enrollment.
- Ability to stop dues at any time by completing a “request to stop dues” form at any 24-Hour Fitness location
- Professional account management with one 24-Hour Fitness contact person for you and for your employees
- Opportunity for on-site enrollment/attendance at health fairs
- Ability to purchase the 5 pack of Solutions Training for the set rate of \$249.00 for the duration of this agreement
- Monthly fees paid by employees are discounted from normal corporate fees
- Track and report monthly membership and utilization to the Wellness Committee. Periodic reports will be shared with the Commissioners Court.

Fiscal Impact:

The second year corporate fee was \$7,500, which was negotiated down to \$3,750. Funding is available in the Wellness Budget. All other fees are paid by members. The 5% increase is not being evoked and member fees remain the same.

TEXAS (AUSTIN AREA) RATES FOR TRAVIS COUNTY EMPLOYEES - #97864 All Club Sport	
Employee:	\$0 Initiation Fee, \$0 Proc Fee, \$28.99 dues/month
Each Add-On:	\$0 Initiation Fee, \$0 Proc Fee, \$20.99 addt'l dues (must be minimum of 12 years of age)

Background:

Fitness programs were researched over an eighteen-month period. 24 - Hour Fitness responded to a solicitation with a program that coordinated best with our wellness programs.

After having completed the first year of the program, Travis County has 305 active members, which consist of 202 employees. This averages out to be about 5% of our workforce. The Wellness Committee is working with 24 - Hour Fitness to increase enrollment. 24 - Hour Fitness has conducted on-site seminars to inform our employees of the benefits of joining 24 – Hour Fitness. An average of 4 new members enroll at each seminar. Our participation can be improved on, so in the coming months our goal is to increase the number of enrollees by 25%.

**CC: Alicia Perez, Executive Manager, Admin Ops
Linda Moore Smith, Director, HRMD**



Jad Attili
 Senior Director of Corporate Wellness
 24 Hour Fitness
 18101 Von Karman Ave Suite 100
 Irvine, CA 92612

June 17, 2009

Travis County

Account #: 97864CORP

Samuel T. Biscoe
 1010 Lavaca Suite 200
 Austin, TX 78701

Dear Judge Biscoe,

Thank you for partnering with 24 Hour Fitness as the provider of your corporate fitness program. Health and fitness are emotional subjects. There is a universal recognition of the “feeling” one gets during and after exercise. People who are fit and healthy look and act differently—more confident, less stressed and more energetic. By implementing the 24 Hour Fitness corporate program you will provide your employees with the opportunity to feel better, increase productivity and miss less work time – resulting in faithful, long term employees. What a valuable investment!

Upon the receipt of your payment in the amount of **\$3,750.00 (see chart below) including applicable tax**, a signed copy of this agreement and a letter on letterhead confirming your total number of employees, 24 Hour Fitness will activate your corporate membership and will administer your 1-year open enrollment period.

COMPANY INVESTMENT

Company Sponsored Fee:	Renewal Fee for 2,500 to 4,999 Employees	\$10,000.00
2009 Discount:	\$10,000.00 Renewal Fee is discounted by \$6,250.00 due to the Corporate Discount for the year 2009.	[\$6,250.00]
Company Cost:		\$3,750.00
Plus Tax:	The \$3,750.00 Renewal Fee is taxed at the current tax rate of 8.25% for a total of \$309.38 tax due which will be waived upon proof of Tax exempt Status	EXEMPT
Total Company Cost:		\$3,750.00

The above investment waives the initiation fees associated with our Keep Fit membership programs for your employees with the following monthly dues rate*:

**RENEWAL RATES FOR TRAVIS COUNTY TEXAS (AUSTIN AREA) EMPLOYEES - #97864
 (THESE RATES ARE NOT VALID IN THE NEW JERSEY/NEW YORK AREA)**

	One Club of Enrollment Sport Access	All Club Sport Access	All Club Super Sport Access
Employee:	\$0 Initiation Fee, \$24.99 dues/month	\$0 Initiation Fee, \$28.99 dues/month	\$0 Initiation Fee, \$44.99 dues/month
Each Add-On:	\$0 Initiation Fee, \$20.99 add'l dues	\$0 Initiation Fee, \$20.99 add'l dues	\$0 Initiation Fee, \$25.99 add'l dues

*24 Hour’s membership agreement provides for an annual five-percent (5%) increase in monthly dues for all its members. The annual dues increase will occur only once in a calendar year. Your company-sponsored rates will not change during the term of this agreement.

YOUR COMPANY WILL RECEIVE THE FOLLOWING WITH YOUR CORP. MEMBERSHIP:

- 12-month open enrollment period immediately following set up of your corporate account
- No initiation fee for your entire employee population
- Discount on monthly dues – see rates listed above
- Discounted Add-On rates and processing fee – see rates listed above
- Access to over 300 clubs throughout the U.S. (Sport and Super Sport membership only)
- Monthly payment membership, (EFT – “Electronic Funds Transfer”) with no hidden costs or long-term commitment. First and last month’s dues must be paid at the time of enrollment.
- Professional account management with one 24 Hour Fitness contact person for you and for your employees
- Opportunity for on-site enrollment/health fairs at your location(s) anytime throughout the year
- Ability to purchase the 5 pack of Solutions training for the set rate of \$249.00 for the duration of this agreement
- Ability to stop dues anytime by contacting or visiting your local club or visit our website at www.24hourfitness.com

This agreement begins on the date below and expires one year from that date. New hires may enroll during this agreement and must provide proof of employment upon enrollment. For those employees who are current members with “Keep Fit” memberships, they may reduce their dues to the corporate rate at any time during this agreement by providing proof of employment and filling out an “EFT Change Form” at any 24 Hour Fitness location.

Finally, our corporate renewal program makes it very easy for you to continue with this program on an annual basis provided you renew your agreement annually. You will be presented with a renewal option annually.

Thank you for providing 24 Hour Fitness the opportunity to help change lives in the communities we serve. Together we can help create a world where fitness becomes a way of life for everyone. **Please do not hesitate to contact us direct at (818) 808-1300 Ext 5563 should you have any questions.** To help your employees benefit from fitness, please return the original signed agreement, along with your company letter (a letter on letterhead confirming your total number of employees) and check to your corporate wellness representative or our offices at the address below.

At 24 Hour Fitness, we believe it’s the way we make you feel that matters. I look forward to assisting you in changing lives for the better at Travis County

Sincerely,



Jad Attili
Senior Director of Corporate Wellness

Date

Samuel T. Biscoe
County Judge
(512) 854-9555

Date

The company-sponsored fee is immediately earned and there are no refunds of this fee. No other discounts can be used in conjunction with this offer. Members must be at least 18 years old (19 in Nebraska) or 12 with parent. Personal training and Kid’s Club available at most centers for an additional fee. Monthly dues must be paid by electronic funds transfer, or may be paid annually. Add-on members must live at the same address. Limit one add-on over the age of 18, additional add-ons must be between 12-17 years old. Enrollees must show proof of employment with above referenced firm at time of enrollment. First and last month’s dues to be paid at time of enrollment. **Above offer valid for 30 days from the date of this agreement.**

VS# _____

23

TRAVIS COUNTY COMMISSIONERS COURT

AGENDA REQUEST

Please consider the following item for: (fill in date of meeting in blank)

VOTING SESSION July 28, 2009 EXEC. SESSION _____

I. A. Request made by *Susan Spataro*

Susan Spataro, County Auditor PH# 49125

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B. Requested Text:

Receive and discuss as necessary the Third Revenue Estimate for the FY 2010 Budget Process

County Judge or Commissioner

II. A. Is backup material attached: Yes ___ No ___

Any backup material to be presented to the Court must be submitted with this Agenda Request (original and eight copies)

B. Have the agencies affected by this request been invited to attend the Voting Session?
Yes X No _____ Please list those contacted and their phone numbers:

Rodney D. Rhoades, Exec Mgr, PBO X 49465
Leroy Nellis, Budget Manager X 49066

III. PERSONNEL

_____ A change in your department's personnel

IV. BUDGET REQUESTS

If your request involves any of the following please check appropriately:

- Additional funding for your department
- Transfer of funds within your department budget
- A change in your department's personnel

All agenda requests and backup materials must be submitted to County Judge's office by Monday, 5:00 p.m. for next week's meeting.

TRAVIS COUNTY
AUDITOR'S OFFICE

SUSAN A. SPATARO, CPA, CMA
COUNTY AUDITOR



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

To: Commissioners Court

From: Susan Spataro
County Auditor *SS*

Subject: Third Revenue Estimate for FY 2010

Date: July 22, 2009

We have for you the Third Revenue Estimate for the FY 2010 budget process. The tax rate used is 42.54 cents, which is 3% above the Effective Tax Rate of 41.31 cents. We still need final figures for a couple of items (e.g. railroad rolling stock) and we must finalize Debt Service Fund figures, but we have almost-final tax numbers.

General Fund

The total General Fund is \$449.86 million, an increase of \$1.96 million from the Second Estimate. The Beginning Balance rose \$2.1 million, with this increase driven almost equally by an increase in forecasted revenues and a decrease in expenditures. The Operations & Maintenance portion of the tax rate is set at 35.51 cents, up from 35.31 cents in the Second Estimate. We did receive the certified tax role from the Travis Central Appraisal District, and the figure for new property did go up from the Second Estimate. Such an increase normally would have caused additional property tax revenue to appear in the Estimate; but to be conservative, I have increased our account in which we record losses of current year tax revenue from appeals and corrections. With uncertainties abounding, with the cost of overestimating revenue being so high, I have chosen to be prudent and leave tax revenues the same as in the Second Revenue Estimate.

At the request of PBO, we have included Budget Request packages for Constables 1 and 2.

Other Funds

- The Risk Management Fund and Employees Health Fund have been included in this Revenue Estimate. The Health Fund is, of course, at this point based upon current enrollment. In the Fifth (September's) Revenue Estimate, we will revise this Fund for FY 2010 to reflect actual open enrollment results.

- The forecasted FY 2009 expenditures for the Road & Bridge Fund have dropped, resulting in an increase of \$1.16 million in the budgeted FY 2010 beginning balance.
- We have added one new Fund to the Revenue Estimate, the Juvenile Case Manager Fund. With revenues derived from fine-only misdemeanor cases, this Fund provides the resources for the salary and benefits for Juvenile Case Manager staff involved in cases for failure to attend school or a parent contributing to nonattendance.
- The Debt Service part of the tax rate is set at 7.03 cents, up from 7.01 cents in the last Estimate. Capital Projects Funds' balances are in general the projects' closing balances at the end of the last month.

I need to stress that we are experiencing still a period of level—or even decreasing—revenues in some areas. My goal being to provide you with my best estimate of next year's revenue, I have given you an Estimate that is prudent, but not overly conservative, and will provide the Court a sound base for the Preliminary Budget.

attachment

TRAVIS COUNTY AUDITOR'S OFFICE
 FY 2010 REVENUE ESTIMATE

	FY 2009 Budget	Third Revenue Estimate	
GENERAL FUND	\$451,703,774	\$449,858,625	
BEGINNING BALANCE	\$57,653,212	\$56,923,549	
CURRENT PROPERTY TAXES	313,728,852	322,998,890	
OTHER REVENUES	80,321,710	69,936,186	Page
LAW LIBRARY FUND	1,267,699	1,073,273	3
DISPUTE RESOLUTION CENTER FUND	430,902	392,348	3
VOTER REGISTRATION FUND	164,386	225,763	3
JUVENILE FEE FUND	371,006	385,738	3
JJAEP FUND	2,235,374	1,993,261	3
CTY CLERK RECORDS MGMNT & PRESERV FUND	1,224,500	1,641,709	4
LCRA-TC PARKS CIP FUND	2,886,572	3,008,771	4
RECORDS MGMNT & PRESERVATION FUND	528,831	409,907	4
COURTHOUSE SECURITY FUND	2,518,656	2,667,836	4
COURT REPORTER FUND	497,974	464,179	4
JUVENILE DEFFERED PROSECUTION FUND	59,789	66,225	4
BALCONES CANYONLAND PRESERVATION FUND	10,784,488	12,031,978	5
LEOSE-COMMISSIONERS COURT FUND	1,783	2,691	5
JUVENILE DELINQUENCY PREVENTION FUND	133	320	5
PROFESSIONAL PROSECUTORS FUND	65,774	65,412	5
MARY QUINLAN PARK FUND	274,467	278,059	5
JUDICIARY FEE FUND-PROBATE	299,568	261,618	5
JUSTICE COURT TECHNOLOGY FUND	980,197	872,644	6
TRUANCY COURT FUND	194,696	211,379	6
DISTRICT CLERK RECORDS MGMT FUND	417,724	383,160	6
ELECTIONS CONTRACT FUND	1,811,654	1,376,975	6
COUNTY CLERK ARCHIVAL FUND	1,292,177	1,479,346	6
FAMILY PROTECTION FUND	56,833	51,600	6
DRUG COURT PROGRAM FUND	163,644	186,736	7
PROBATE GUARDIANSHIP FUND	129,666	174,345	7
VITAL STATISTIC PRESERVATION FUND	29,645	34,190	7
FIRE CODE FUND	209,769	150,644	7
CHILD ABUSE PREVENTION FUND	739	1,821	7
JUSTICE CT. BUILDING SECURITY FUND	173,905	214,407	7
JUVENILE CASE MANAGER FUND	0	1,032,575	8
HEALTH FOOD PERMITS	149,540	169,330	8
ROAD AND BRIDGE FUND	24,565,251	19,200,223	8
DEBT SERVICE FUND	81,828,429	77,669,260	8
TX EXPOSITION AND HERITAGE CENTER FUND	1,589,267	1,766,954	8
RISK MANAGEMENT FUND	18,678,472	20,005,904	9
EMPLOYEE HEALTH BENEFIT FUND	68,982,664	64,728,741	9
CAPITAL PROJECT FUNDS	108,215,888	136,935,133	10

Tax Rate=	42.54	cents
M&O	35.51	
Debt Service (I&S)	7.03	

		FY 2009 Budget	Third Revenue Estimate	Difference from FY 2009
Beginning Balance Total		\$57,653,212	\$56,923,549	\$ (729,663)
T	Taxes	\$325,761,852	\$333,626,390	7,864,538
Y	Intergovernmental	1,810,989	1,560,389	(250,600)
P	Charges for Services	52,000,292	48,746,726	(3,253,566)
E	Fines	852,468	852,468	0
	Interest Income	7,562,794	3,872,925	(3,689,869)
	Miscellaneous Revenue	2,586,205	1,611,856	(974,349)
	Other Financing Sources	3,475,962	2,664,322	(811,640)
	New Revenue	\$ 394,050,562	\$392,935,076	\$ (1,115,486)
	Total Resources	\$ 451,703,774	\$449,858,625	\$ (1,845,149)
<hr/>				
Beginning Balance Total		\$57,653,212	\$56,923,549	\$ (729,663)
	County Auditor	\$118,024	\$132,950	14,926
	County Treasurer	532,913	413,728	(119,185)
	Tax Collector	328,427,634	336,302,690	7,875,056
	PBO	6,390,932	3,725,612	(2,665,320)
	Commissioner's Ct Gen Adm	10,383,065	8,814,493	(1,568,572)
	Human Resources	5,000	0	(5,000)
	Info. & Telecomm. Systems	1,628,500	1,049,080	(579,420)
D	Facilities Management	104,097	315,051	210,954
E	Purchasing	308,000	210,000	(98,000)
P	County Attorney	2,357,644	2,114,730	(242,914)
A	County Clerk	7,594,802	6,836,802	(758,000)
R	District Clerk	2,453,500	2,261,912	(191,588)
T	Civil Courts	270,000	200,000	(70,000)
M	District Attorney	853,543	342,740	(510,803)
E	Criminal Courts	593,525	531,200	(62,325)
N	Probate Court	117,947	96,800	(21,147)
T	Justice of Peace 1	253,400	256,928	3,528
	Justice of Peace 2	519,478	487,280	(32,198)
	Justice of Peace 3	449,275	454,039	4,764
	Justice of Peace 4	203,239	181,249	(21,990)
	Justice of Peace 5	319,097	285,180	(33,917)
	Constable 1	462,148	446,777	(15,371)
	Constable 2	841,937	900,870	58,933
	Constable 3	887,050	720,000	(167,050)
	Constable 4	362,675	389,500	26,825
	Constable 5	2,517,300	2,245,235	(272,065)
	Sheriff	8,079,827	8,276,376	196,549
	Medical Examiner	1,873,040	1,552,600	(320,440)
	CSCD	4,500	4,500	0
	TCCES	1,572,986	1,625,334	52,348
	Pretrial Services	510,000	500,000	(10,000)
	Juvenile Probation	676,095	627,600	(48,495)
	Emergency Services	289,200	250,000	(39,200)
	Trans. & Natural Resources	3,305,664	2,898,147	(407,517)
	Records Mgmt & Comm Res.	5,400	5,000	(400)
	Health and Human Services	534,470	270,000	(264,470)
	Emergency Medical Services	7,770,888	6,736,906	(1,033,982)
	Civil Courts/Legal Mandate	53,767	53,767	0
	Criminal Courts/Legal Mandate	420,000	420,000	0
	New Revenue	\$ 394,050,562	\$392,935,076	\$ (1,115,486)
	Total Resources	\$ 451,703,774	\$449,858,625	\$ (1,845,149)

FY 2010 Revenue Estimate - Other Funds/Debt Service

<u>Fund Name</u>	<u>Fund #</u>	<u>Revenue Type</u>	<u>FY 2009 Budget</u>	<u>Third Revenue Estimate</u>	<u>Difference from FY 2009</u>
Law Library Fund	011	Beginning Balance	\$407,699	\$226,273	(181,426)
		Charges for Services	845,000	833,000	(12,000)
		Interest Income	15,000	14,000	(1,000)
		New Revenue	860,000	847,000	(13,000)
		Total Resources	\$1,267,699	\$1,073,273	(194,426)
<hr/>					
Dispute Resolution	016	Beginning Balance	\$35,277	\$6,111	(29,166)
		Charges for Services	346,404	339,230	(7,174)
		Interest Income	3,356	1,811	(1,545)
		Miscellaneous Revenue	4,200	3,531	(669)
		Other Financing Sources	41,665	41,665	0
		New Revenue	395,625	386,237	(9,388)
Total Resources	\$430,902	\$392,348	(38,554)		
<hr/>					
Voter Registration	018	Beginning Balance	\$33,252	\$50,218	16,966
		Intergovernmental	115,352	175,545	60,193
		Other Financing Sources	15,782	0	(15,782)
		New Revenue	131,134	175,545	44,411
		Total Resources	\$164,386	\$225,763	61,377
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Juvenile Fee	021	Beginning Balance	\$343,006	\$367,218	24,212
		Charges for Services	19,000	12,000	(7,000)
		Interest Income	9,000	6,520	(2,480)
		New Revenue	28,000	18,520	(9,480)
		Total Resources	\$371,006	\$385,738	14,732
<hr/>					
Juvenile Justice Alternative Education Program (JJAEP)	023	Beginning Balance	\$1,914,061	\$1,662,548	(251,513)
		Intergovernmental	77,000	103,000	26,000
		Interest Income	55,000	38,400	(16,600)
		Other Financing Sources	189,313	189,313	0
		New Revenue	321,313	330,713	9,400
Total Resources	\$2,235,374	\$1,993,261	(242,113)		

<u>Fund Name</u>	<u>Fund #</u>	<u>Revenue Type</u>	<u>FY 2009 Budget</u>	<u>Third Revenue Estimate</u>	<u>Difference from FY 2009</u>
CC. Records Management & Preservation	028	Beginning Balance	\$158,000	\$616,209	458,209
		Charges for Services	1,056,500	1,012,000	(44,500)
		Interest Income	10,000	13,500	3,500
		Other Financing Sources	0	0	0
		New Revenue	1,066,500	1,025,500	(41,000)
		Total Resources	\$1,224,500	\$1,641,709	417,209
<hr/>					
LCRA-TC Parks CIP	029	Beginning Balance	\$2,548,683	\$2,731,524	182,841
		Charges for Services	237,889	221,463	(16,426)
		Interest Income	100,000	55,784	(44,216)
		New Revenue	337,889	277,247	(60,642)
				Total Resources	\$2,886,572
<hr/>					
Records Management & Preservation	030	Beginning Balance	\$204,331	\$106,307	(98,024)
		Charges for Services	317,000	299,000	(18,000)
		Interest Income	7,500	4,600	(2,900)
		New Revenue	324,500	303,600	(20,900)
				Total Resources	\$528,831
<hr/>					
Courthouse Security	031	Beginning Balance	\$135,385	\$46,547	(88,838)
		Charges for Services	515,858	487,454	(28,404)
		Interest Income	12,000	6,500	(5,500)
		Other Financing Sources	1,855,413	2,127,335	271,922
		New Revenue	2,383,271	2,621,289	238,018
		Total Resources	\$2,518,656	\$2,667,836	149,180
<hr/>					
Court Reporter Service	036	Beginning Balance	\$143,474	\$112,079	(31,395)
		Charges for Services	350,000	348,000	(2,000)
		Interest Income	4,500	4,100	(400)
		New Revenue	354,500	352,100	(2,400)
				Total Resources	\$497,974
<hr/>					
Juvenile Deferred Prosecution	037	Beginning Balance	\$52,289	\$60,425	8,136
		Charges for Services	6,500	5,000	(1,500)
		Interest Income	1,000	800	(200)
		New Revenue	7,500	5,800	(1,700)
				Total Resources	\$59,789

FY 2010 Revenue Estimate - Other Funds/Debt Service

<u>Fund Name</u>	<u>Fund #</u>	<u>Revenue Type</u>	<u>FY 2009 Budget</u>	<u>Third Revenue Estimate</u>	<u>Difference from FY 2009</u>
Balcones Canyonland Preservation	038	Beginning Balance	\$650,794	\$2,585,980	1,935,186
		Charges for Services	1,736,630	324,800	(1,411,830)
		Interest Income	100,000	78,647	(21,353)
		Miscellaneous Revenue	341,594	123,109	(218,485)
		Other Financing Sources	7,955,470	8,919,442	963,972
		New Revenue	10,133,694	9,445,998	(687,696)
		Total Resources	\$10,784,488	\$12,031,978	1,247,490
<hr/>					
LEOSE Comm. Court	041	Beginning Balance	\$733	\$1,691	958
		Intergovernmental	1,050	1,000	(50)
		New Revenue	1,050	1,000	(50)
		Total Resources	\$1,783	\$2,691	908
<hr/>					
Juvenile Delinquency Prevention	043	Beginning Balance	\$133	\$320	187
		Charges for Services	0	0	0
		Interest Income	0	0	0
		New Revenue	0	0	0
		Total Resources	\$133	\$320	187
<hr/>					
Professional Prosecutors	047	Beginning Balance	\$362	\$0	(362)
		Other Financing Sources	65,412	65,412	0
		New Revenue	65,412	65,412	0
		Total Resources	\$65,774	\$65,412	(362)
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Mary Quinlan Park	048	Beginning Balance	\$269,467	\$273,059	3,592
		Miscellaneous Revenue	5,000	5,000	0
		New Revenue	5,000	5,000	0
		Total Resources	\$274,467	\$278,059	3,592
<hr/>					
Judiciary Fee-Probate	049	Beginning Balance	\$204,568	\$169,018	(35,550)
		Charges for Services	87,000	87,000	0
		Interest Income	8,000	5,600	(2,400)
		New Revenue	95,000	92,600	(2,400)
		Total Resources	\$299,568	\$261,618	(37,950)

<u>Fund Name</u>	<u>Fund #</u>	<u>Revenue Type</u>	<u>FY 2009 Budget</u>	<u>Third Revenue Estimate</u>	<u>Difference from FY 2009</u>
Justice Court Technology	050	Beginning Balance	\$743,460	\$651,235	(92,225)
		Charges for Services	219,737	206,249	(13,488)
		Interest Income	17,000	15,160	(1,840)
		New Revenue	236,737	221,409	(15,328)
		Total Resources	\$980,197	\$872,644	(107,553)
<hr/>					
Truancy Court	054	Beginning Balance	\$17,667	\$3,550	(14,117)
		Charges for Services	136,126	134,926	(1,200)
		Interest Income	500	700	200
		Other Financing Sources	40,403	72,203	31,800
		New Revenue	177,029	207,829	30,800
Total Resources	\$194,696	\$211,379	16,683		
<hr/>					
District Clerk Records Management	055	Beginning Balance	\$324,524	\$298,360	(26,164)
		Charges for Services	83,200	79,000	(4,200)
		Interest Income	10,000	5,800	(4,200)
		New Revenue	93,200	84,800	(8,400)
		Total Resources	\$417,724	\$383,160	(34,564)
<hr/>					
Elections Contract	056	Beginning Balance	\$284,154	\$247,149	(37,005)
		Charges for Services	1,520,000	1,117,926	(402,074)
		Interest Income	7,500	11,900	4,400
		Miscellaneous Revenue	0	0	0
		New Revenue	1,527,500	1,129,826	(397,674)
Total Resources	\$1,811,654	\$1,376,975	(434,679)		
<hr/>					
County Clerk Archival	057	Beginning Balance	\$253,177	\$475,446	222,269
		Charges for Services	1,025,000	990,000	(35,000)
		Interest Income	14,000	13,900	(100)
		New Revenue	1,039,000	1,003,900	(35,100)
		Total Resources	\$1,292,177	\$1,479,346	187,169
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Family Protection	058	Beginning Balance	\$2,833	\$0	(2,833)
		Charges for Services	52,000	50,000	(2,000)
		Interest Income	2,000	1,600	(400)
		New Revenue	54,000	51,600	(2,400)
		Total Resources	\$56,833	\$51,600	(5,233)

FY 2010 Revenue Estimate - Other Funds/Debt Service

<u>Fund Name</u>	<u>Fund #</u>	<u>Revenue Type</u>	<u>FY 2009 Budget</u>	<u>Third Revenue Estimate</u>	<u>Difference from FY 2009</u>
Drug Court Program	059	Beginning Balance	\$19,109	\$26,986	7,877
		Charges for Services	143,535	159,000	15,465
		Interest Income	1,000	750	(250)
		New Revenue	144,535	159,750	15,215
		Total Resources	\$163,644	\$186,736	23,092
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Probate Guardianship	060	Beginning Balance	\$68,966	\$99,745	30,779
		Charges for Services	60,000	74,000	14,000
		Interest Income	700	600	(100)
		New Revenue	60,700	74,600	13,900
		Total Resources	\$129,666	\$174,345	44,679
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Vital Statistic Preservation	063	Beginning Balance	\$23,332	\$27,477	4,145
		Charges for Services	5,863	6,379	516
		Interest Income	450	334	(116)
		New Revenue	6,313	6,713	400
		Total Resources	\$29,645	\$34,190	4,545
<hr/>					
Fire Code	064	Beginning Balance	\$81,769	\$24,124	(57,645)
		Charges for Services	125,000	125,000	0
		Interest Income	3,000	1,520	(1,480)
		New Revenue	128,000	126,520	(1,480)
		Total Resources	\$209,769	\$150,644	(59,125)
<hr/>					
Child Abuse Prevention	065	Beginning Balance	\$489	\$1,316	827
		Charges for Services	250	500	250
		Interest Income	0	5	5
		New Revenue	250	505	255
		Total Resources	\$739	\$1,821	1,082
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Justice Ct Building Security	066	Beginning Balance	\$123,825	\$173,985	50,160
		Charges for Services	49,080	39,468	(9,612)
		Interest Income	1,000	954	(46)
		New Revenue	50,080	40,422	(9,658)
		Total Resources	\$173,905	\$214,407	40,502

<u>Fund Name</u>	<u>Fund #</u>	<u>Revenue Type</u>	<u>FY 2009 Budget</u>	<u>Third Revenue Estimate</u>	<u>Difference from FY 2009</u>
Juvenile Case Manager	067	Beginning Balance	\$0	\$837,275	837,275
		Charges for Services	0	193,500	193,500
		Interest Income	0	1,800	1,800
		New Revenue	0	195,300	195,300
		Total Resources	\$0	\$1,032,575	1,032,575
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Health Food Permits	068	Beginning Balance	\$76,500	\$87,070	10,570
		Charges for Services	73,040	82,260	9,220
		Interest Income	0	0	0
		New Revenue	73,040	82,260	9,220
		Total Resources	\$149,540	\$169,330	19,790
<hr/>					
Road and Bridge	099	Beginning Balance	\$5,265,248	\$2,143,117	(3,122,131)
		Intergovernmental	76,000	75,795	(205)
		Charges for Services	11,883,500	10,378,000	(1,505,500)
		Fines	7,025,503	6,438,311	(587,192)
		Interest Income	250,000	100,000	(150,000)
		Miscellaneous Revenue	65,000	65,000	0
		New Revenue	19,300,003	17,057,106	(2,242,897)
		Total Resources	\$24,565,251	\$19,200,223	(5,365,028)
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Debt Service	394	Beginning Balance	\$12,968,442	\$12,614,000	(354,442)
		Current Property Taxes	67,880,333	64,597,384	(3,282,949)
		Delinquent Property Taxes	399,000	297,500	(101,500)
		Interest Income	580,654	160,376	(420,278)
		Other Financing Sources	0	0	0
		New Revenue	68,859,987	65,055,260	(3,804,727)
Total Resources	\$81,828,429	\$77,669,260	(4,159,169)		
<hr/>					
TX Expo/Heritage Center	501	Beginning Balance	\$624,587	\$771,061	146,474
		Charges for Services	411,000	350,000	(61,000)
		Interest Income	12,000	3,893	(8,107)
		Miscellaneous Revenue	541,680	642,000	100,320
		Other Financing Sources	0	0	0
		New Revenue	964,680	995,893	31,213
Total Resources	\$1,589,267	\$1,766,954	177,687		

FY 2010 Revenue Estimate - Other Funds/Debt Service

<u>Fund Name</u>	<u>Fund #</u>	<u>Revenue Type</u>	<u>FY 2009 Budget</u>	<u>Third Revenue Estimate</u>	<u>Difference from FY 2009</u>
Risk Management	525	Beginning Balance	\$15,075,042	\$15,772,572	697,530
		Interest Income	735,562	354,272	(381,290)
		Misc. Revenue (Premiums)	2,867,868	3,879,060	1,011,192
		New Revenue	3,603,430	4,233,332	629,902
		Total Resources	\$18,678,472	\$20,005,904	1,327,432
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Employees Health Benefit	526	Beginning Balance	\$31,500,000	\$26,000,000	(5,500,000)
		Interest Income	720,000	533,038	(186,962)
		Misc. Revenue (Premiums)	36,762,664	38,195,703	1,433,039
		New Revenue	37,482,664	38,728,741	1,246,077
		Total Resources	\$68,982,664	\$64,728,741	(4,253,923)

Third Revenue Estimate

Fund Number	Beginning Balance*
405	1,050,479
406	4,876
413	76,371
422	2,796
430	183,174
431	65,972
432	236,107
433	18,703
434	63,973
435	61,138
437	341,663
439	2,753,904
440	178,001
441	198,856
444	752,966
446	113,656
449	51,775
450	1,026,384
451	130,247
452	1,934,627
453	450,427
454	462,468
455	42,020
456	106,859
457	16,953
458	367,888
459	1,254,918
460	2,866,455
461	1,957,736
463	867,231
464	1,247,826
465	16,802,451
466	19,051
467	881,511
468	1,743,959
469	390,844
470	130,863
471	811,614
472	4,491,749
473	5,361,963
474	646,897
475	0
506	2,168,148
507	3,629,355

FY2010 REVENUE ESTIMATE-CAPITAL PROJECTS**Third Revenue Estimate**

Fund Number	Beginning Balance*
508	14,800,473
509	1,753,449
510	9,483,541
511	2,709,917
512	20,914,285
513	17,598,998
514	6,717,063
515	6,992,553
Total	136,935,133

*Actual balances as of September 30, 2009 will be rolled over and budgeted.

Last Updated 7-23-09 at 3:53pm

✓ # 24

Travis County Commissioners Court Agenda Request

Voting Session July 28, 2009 Work Session _____
(Date) (Date)

A. Request made by Nelda Wells Spears, Tax Assessor-Collector, (854-9742)
Olie Pope Veterans Service Officer (854-9340) and Patrick Brown, Travis County Chief
Appraiser (834-9317)

Signature: _____

B. Requested Text

In November, 2007 Texas voters passed into a law a new property tax exemption for disabled veterans. The 81st Legislature passed enabling legislation for the new exemption, HB 3613. Under the new law, qualified disabled veterans are totally exempt from paying property taxes. Today's agenda item presents the facts and describes awareness efforts currently underway/

by: _____
Signature of Commissioner(s) or County Judge

I. A. Backup memorancum and exhibits should be attached and submitted with this
II. Agenda Request (Original and eight copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

- III. Required Authorizations: Please check if applicable:
- _____ Planning and Budget Office (854-9106)
 - _____ Additional funding for any department or for any purpose
 - _____ Transfer of existing funds within or between any line item budget
 - _____ Grant
 - _____ Human Resources Department(854-9165)
 - _____ A change in your department's personnel (reclassifications, etc.)
 - _____ Purchasing Office (854-9700)
 - _____ Bid, Purchase Contract, Request for Proposal, Procurement
 - _____ County Attorney's Office (854-9415)
 - _____ Contract, Agreement, Policy & Procedure

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Last Updated 7-23-09 at 3:53pm

FACT SHEET

House Bill 3613: Disabled Veteran Exemption

Background	In November 2007, Texas Voters approved an exemption for disabled veterans but no enabling legislation passed. Unlike the veterans' exemption that we are already familiar with, the new one applies ONLY to the veteran's RESIDENCE HOMESTEAD.
Enabling Legislation	House Bill 3613 defines who is eligible for the new exemption, the qualification process and the length of qualification.
Who?	A disabled veteran who is 100 percent disabled --OR-- unemployable is entitled to an exemption from ALL property taxes. Veterans receive status in a letter sent by the U. S. Department of Veterans Affairs. It is the veteran's and/or the survivor's responsibility to contact the Veterans Affairs Regional Office and request an updated Property Tax Letter awarding a 100% Service Connected disability rating. Survivors still qualify for the old exemption based on disability levels D4 if the Survivor is entitled to or in receipt of Dependency Indemnity Compensation (DIC) Benefits.
Qualification process	The U. S. Department of Veterans Affairs awards the veteran 100 percent disability compensation due to a service-connected disability and a rating of 100% disabled ---OR--- the veteran must be designated unemployable.
Travis County Numbers	In 2008, there were 3,360 veterans with D4 status representing \$1.5 million in value. Others may qualify if they have a lower disability rating but are unemployable. Overall, there are 5,584 property owners with disabled veteran exemptions (under current law) representing \$2.8 million in value.
How do veterans know about the new law?	Many know through veteran organizations such as the American Legion, Veterans of Foreign Wars and the county's Veterans Service Office.
Why is lack of awareness an issue for taxing units?	There are potentially many veterans who may not know about the new law. This presents a problem for taxing units who will soon adopt tax rates based on values that may change substantially as veterans become aware and apply later this year.
What efforts will be made to notify veterans?	TCAD will mail a notice to all veterans who currently show D4. Media efforts to be made by the Chief Appraiser. Follow up with the tax office will include trying to reach veterans through networking with social service agencies. You can help by communicating with customers, family and friends.
How do veterans apply?	Veterans must file an application with the appraisal district office. They may be instructed to get a letter (i.e., VA property tax letter) from the U. S. Department of Veterans Affairs. All veterans must complete an application provided by Travis Central Appraisal District. (See forms at www.traviscad.org)
When?	Veterans may apply now after obtaining all required documents from the VA. The new law takes effect for tax year 2009.
References	U. S. Department of Veterans' Affairs 800-827-1000 http://www.va.gov/ Travis Central Appraisal District 512 834-9138 www.traviscad.org Travis County Veterans Service Office 512 854-9340 http://www.co.travis.tx.us/veterans_services/default.asp

SEE REVERSE FOR Q&A

Last Updated 7-23-09 at 3:53pm

Disabled Veteran Exemption Q&A

1. How does the new law affect the old one?	There is no change in the old law. Veterans still qualify for the old exemption based on disability levels D1 – D4. They may still apply the exemption to any property. Keep in mind that D4 begins at 70% so some vets will not qualify for the new exemption unless they are designated unemployable.
2. Who decides if the veteran is unemployable?	The U. S. Department of Veterans Affairs
3. Do survivors maintain the benefit when the veteran is deceased?	The new law does not address this issue specifically. Survivors still qualify for the old exemption based on disability levels D4 if the Survivor is entitled to or in receipt of Dependency Indemnity Compensation (DIC) Benefits. Look for more information from TCAD regarding this matter in the future.
4. Once approved by TCAD, does the veteran have to reapply?	The State Comptroller states the veteran who qualifies based on 100% disability need not reapply unless the chief appraiser specifically requests a new application. It is the veteran's responsibility to notify the appraisal district if there is a change in disability status. Veterans who qualify as unemployable must also notify the chief appraiser of any change in status.
5. How should a tax office employee help customers who have questions?	You may explain basic information and provide the application. As with all exemptions, TCAD is the authority and all specific questions should be handled there. Also, you may advise the veteran to contact his or her mortgage company as soon as the exemption is approved to avoid unnecessary payment.
6. What is the deadline to file the exemption?	Exemptions may be filed with TCAD at any time. While there is no deadline, the sooner the better.

Last Updated 7-23-09 at 3:53pm



NELDA WELLS SPEARS
ASSESSOR AND COLLECTOR
OF TAXES

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

County of
Travis
STATE OF TEXAS

P.O. Box 1748
Austin, TX 78767-1748
512-854-9473
Fax: 512-854-9233

FAX TRANSMISSION COVER SHEET

Date: 7/21/09

To: Josie - Judge Biscoe's office

Fax: 854-9535

Re: 4 ~~pages~~ pages

Sender: Shara

YOU SHOULD RECEIVE PAGE ___ (S), INCLUDING THIS COVER SHEET. IF
YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL 512-854-9473.

Ms. Spears would like to request a time
certain - possibly around 1:30pm because of all
the people coming to inspect - (Appraisal District etc.)

Thank you -

✓ 25 RECEIVED COUNTY JUDGE'S OFFICE

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

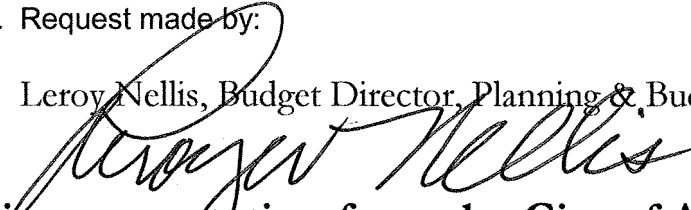
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Please consider the following item for:

Voting Session: **July 28, 2009**

I. A. Request made by:

Leroy Nellis, Budget Director, Planning & Budget (49106)



Receive presentation from the City of Austin on the Waller Creek Tunnel Project.

Approved by:

Signature of Commissioner(s) or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

- _____ Additional funding for any department or for any purpose
- _____ Transfer of existing funds within or between any line item budget
- _____ Grant

Human Resources Department (854-9165)

- _____ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

- _____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- _____ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 p.m. on Monday for the next week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

Waller Creek Tunnel Update

Travis County Commissioners Court

July 2009

Introduction

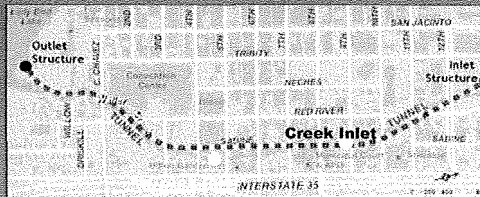
- Travis County approved participation in Tax Increment Reinvestment Zone (March 2007)
- City/County signed Interlocal Agreement and TIF District created (June 2007)
- Appointed TIF Board and Waller Creek Citizen Advisory Committee
- Design Activities Began (Late 2007)

Overview

- Project Activities
 - Review of Scope and Benefits
 - Items Completed and Underway
- Design Status/Schedule
- Financial Management

Tunnel Project Scope

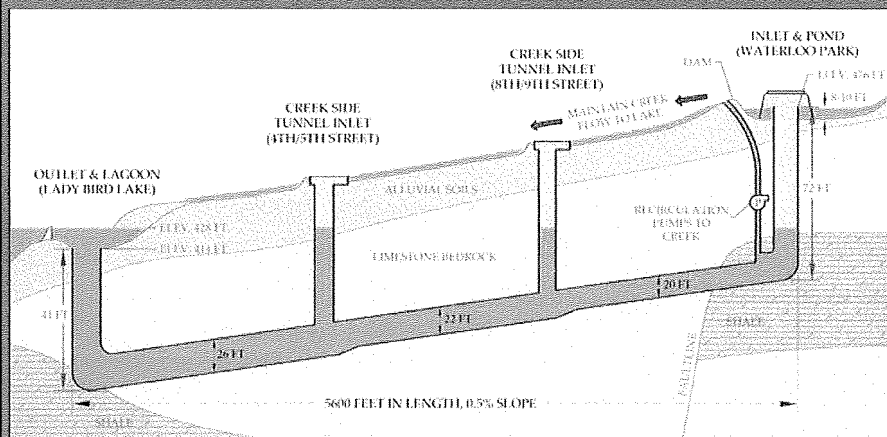
- Tunnel Dimensions
 - Approximately 5,400 feet in length
 - Average diameter of 20 to 26 feet
 - 60-70 feet underground
- Surface Structures
 - Inlet at Waterloo Park
 - Two Creek Side Tunnel Inlets
 - Outlet at Lady Bird Lake
- Required Mitigation
 - Waterloo Park Restoration
 - Public Restrooms
 - Reconstructed Boat House
 - Bridge Rehab on Lady Bird Lake



Project Benefits

- Reduction of the 100-year floodplain
 - Over 1 million square feet of land will be reclaimed
 - 42 commercial and residential structures
 - 12 roadways
- Reduced risk of severe flooding and erosion
- Trash/debris will be substantially reduced
- Constant water flow in creek
- Future opportunities for redevelopment and amenities along the creek, such as hike and bike trails.

How it Works



Project Design Activities

- Project Area Surveying
- Geotechnical Investigations



Project Design Activities

- Final Modeling
- Land Acquisition
- Permitting
- Construction Drawings and Manuals

Permitting

- FEMA Floodplain Map Approval
- USACE 404 Permit
- National Parks Service 6(f)/TPWD
- LCRA Water Rights Application
- TCEQ Stormwater Discharge Permit
- City of Austin -Site Plan Permits

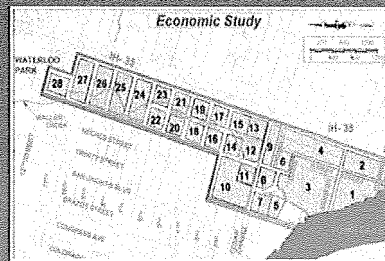
Major Project Design Status

(in order of anticipated award)

<u>Project</u>	<u>% Complete</u>	<u>Status</u>
Tunnel	60%	On schedule
Inlet	30%	On schedule
Outlet	20%	Ahead of schedule
8th Street Inlet	25%	Ahead of schedule

Waller Creek Tax Increment Financing Zone

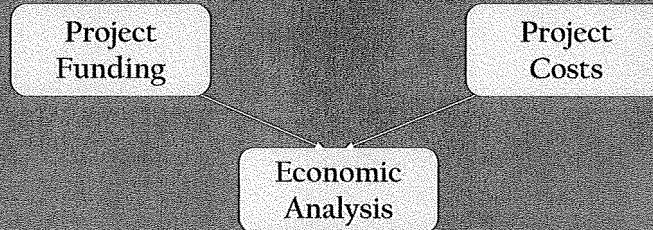
- TIF created on June 21, 2007
 - TIF will be in place for 20 years
 - City will contribute 100% of their tax increment and the Travis County will contribute 50%
 - The City will issue debt to finance the design and construction of the tunnel to be reimbursed through proceeds of the TIF.
- Proceeds to also cover cost of operations and maintenance.



Waller TIF Status

- City and County annual tax deposits
 - Due annually on May 1st
- County provides preliminary estimate to City of captured appraised value for budgeting purposes
 - Due annually by May 31st
- Assessed value increment (tax year 2009)
 - \$102.2 million estimated in TIF financing plan
 - \$148.4 million estimated by TCAD

Project Economic Analysis



Prior to Construction:

- Construction Cost Estimate Update (Summer)
- TIF Revenue Update (Fall)
- Economic Analysis Update (End of the year)
- Value Engineering (Project specific)

Questions?



26

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for: July 28th, 2009 (AFTERNOON SESSION)

I. A. Request made by: Criminal Courts

a) UPDATE REGARDING STATUS OF TRAVIS COUNTY DWI COURT.

Approved by:

Signature of Commissioner(s) or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

_____ Additional funding for any department or for any purpose

_____ Transfer of existing funds within or between any line item budget

_____ Grant

Status Update/Presentation

Human Resources Department (854-9165)

_____ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

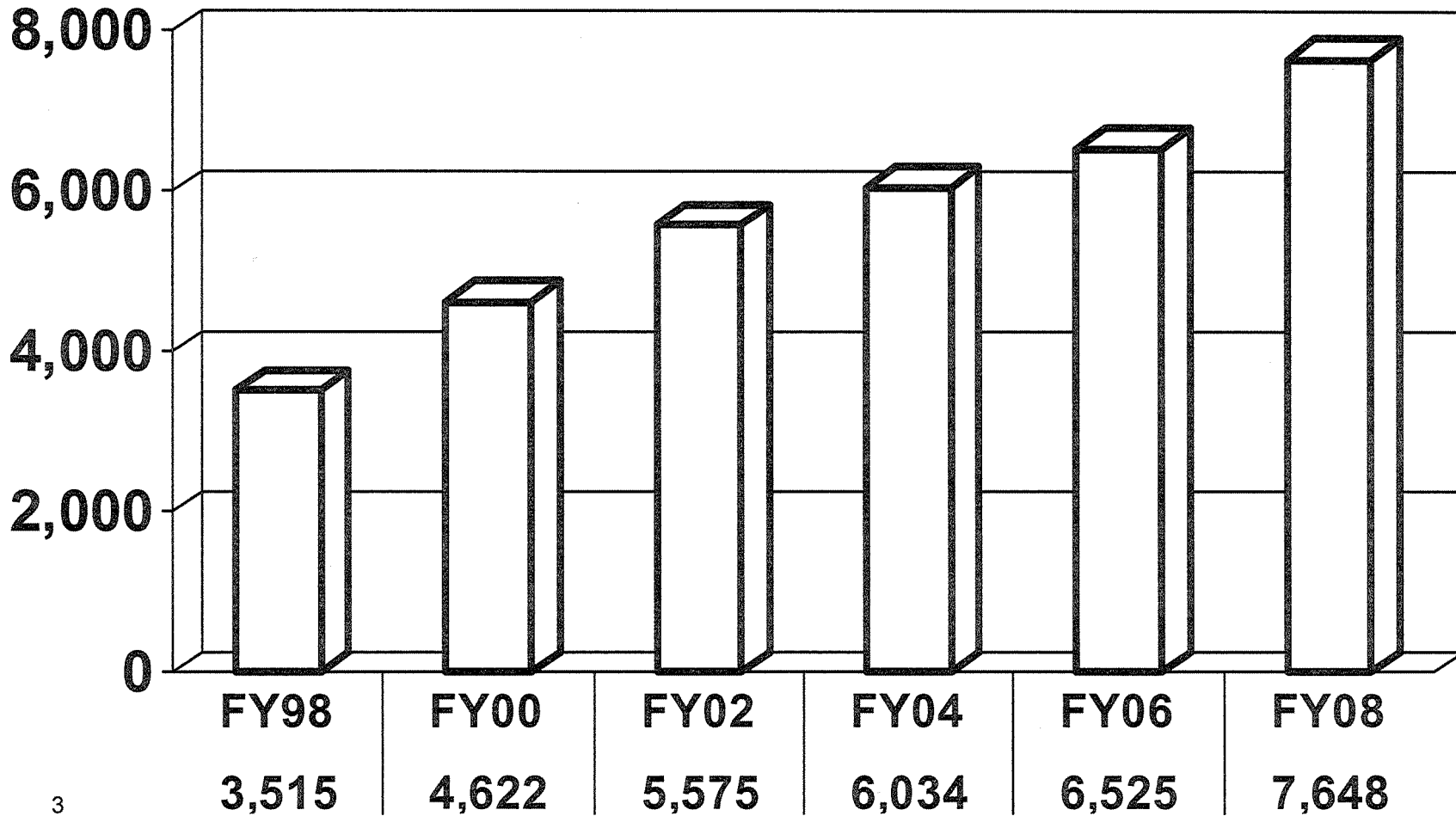
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COUNTY JUDGES OFFICE
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Status of Travis County DWI Court

DWI Cases are Growing in Travis County:

- **In FY08, there were 7,648 new DWI cases filed in Travis County (23% of all new cases filed)**
- **New DWI cases filed have increased 118% since FY98**

New DWI Cases Filed FY98 to FY08



Multiple Pending DWIs:

- **On November 1, 2006, there were 375 individuals with two or more DWIs pending**
- **That number has increased to 501 individuals with two or more DWIs pending as of June 25, 2009**

Implementation Background:

May 2007- 80th Legislature passed H.B. 530 requiring counties with a population of over 200,000 to create a Drug or DWI Court; funding not associated with the bill

June 2007 – Travis County agencies receive training

September 2007 -Travis County DWI Court Steering Committee formed

Committee Members Include:

- Judges
- Court Administration
- Probation
- County Clerk
- Pretrial Services
- County Attorney
- Defense Attorneys
- Counseling and Education Services
- Criminal Justice Planning
- Treatment Provider

Mission:

**The mission of the Travis County
DWI Court is to enhance public
safety through providing an intense,
judicially supervised program of
team-based counseling, treatment
and supervision to alcohol
dependent DWI offenders**

Mission (Cont.):

This mission is accomplished through collaborative partnerships between the DWI Court, public agencies, and community-based organizations. The Court uses a pro-active approach which entails the early identification of repeat DWI offenders and provides them with the support and services needed to stop their repetitive involvement with the criminal justice system

The Travis County DWI Court Steering Committee decided on a post-adjudication DWI Court:

- **To increase public safety**
- **Based on national trends**

Target Population:

- **DWI offenders 17 years and older**
- **Resident of Travis County or adjacent county**
- **Arrested in Travis County for a 2nd or subsequent DWI within two years of first arrest or conviction**
- **No other unresolved pending cases**
- **Cases do not involve victims**
- **No violent criminal history**
- **Must meet clinical criteria**

DWI Court Program Summary:

The program consists of three phases with the entire program lasting a minimum of 12 months, and includes the following activities:

- **Judicial Oversight**- Regular court appearances for progress review
 - ✓ Phase I = 1 time per week
 - ✓ Phase II = every other week
 - ✓ Phase III = as directed by Judge
- **Case Management**: Regular office visits with a probation officer to monitor compliance with the program requirements and conditions of probation
- **Alcohol Drug Testing**: Random testing to ensure abstinence

Intensive Treatment:

	DWI Court	Regular Outpatient
Phase I	3 months	6 weeks
Program Hours	130 hours	63 hours
AA Meetings	26 meetings	12 meetings
Assignments	6 hours	3 hours
Total Hours	162 hours	78 hours
Phase II		
Aftercare	87 hours	52 hours
AA Meetings	52 meetings	52 meetings
Total Hours	139 hours	104 hours

Expected Outcomes for the County:

- **Increased public safety**
- **Reduced recidivism**
- **Potential reduction in jail days**

Without the benefit of the DWI Court Program, multiple DWI defendants would typically serve:

- **A probated sentence including 30 real days in jail as a condition:**

54 participants x 30 days = 1,800 jail days saved

or

- **A jail sentence as a final disposition resulting in approximately 80 real jail days:**

54 participants x 80 days = 4,320 jail days saved

DWI Court Staffing Team:

- **Presiding Judge, Elisabeth Earle**
- **County Attorney Prosecutor**
- **Defense Attorney**
- **Treatment Provider**
- **Adult Probation Court Services Manager**
- **Probation Officer**
- **Probation TAIP Assessment Staff**
- **Additionally, the Court is supported by the County Clerk's Office, Law Enforcement, and Court Administration**

Incentives for Participants:

- 1. Suspension of jail time and CSR**
- 2. Waiver of state mandated DWI education classes**
- 3. Eligibility for Occupational Driver's License**
- 4. Suspension of court-ordered fines**
- 5. Reduction of reporting requirements as participant successfully progresses through phases**
- 6. Opportunity to change one's life through intensive treatment, counseling, and support**

NOTE:

Sanctions may be used, to include jail time, or removal from the program for non-compliance

Program Fees:

- **One time \$500 DWI Court program fee**
- **Co-payment for treatment based on ability to pay**
- **Probation supervision fees**
- **TAIP assessment fee**
- **Additional Court ordered fees**
- **Any surveillance tools ordered by the Court (EM, ignition interlock, etc.)**

Program Developments:

- **October 2007** - Pilot program developed, limited to 40 participants. Probation agrees to fund participant treatment and a probation officer position internally, on a temporary basis, in anticipation of receiving Governor's Office Grant Award
- **April 2008** – First two participants enter the program
- **July 2008** –
 - Governor's Office announces an indefinite delay in funding the grant
 - DWI Court Steering committee limits program participants pending grant funding

Program Developments (cont.):

- **February 2009** – Governor’s Office grant awarded 5 months later than expected. Award included \$213,698 for one probation officer and treatment for 50 participants

- **April 2009** –
 - DWI Court celebrates 1st Anniversary and 1st Graduation Ceremony
 - Due to late receipt of grant funding, DWI Court Steering Committee focuses efforts on program awareness and increasing participants
 - 2nd Governor’s Office Grant proposal for DWI Court is submitted for FY10

- **June 2009** – 54 participants in program. Approximately 17 eligible participants awaiting placement

Goals for 2010:

- **Continue to operate at capacity**
- **Implement a bi-lingual participant treatment track**

Travis County Commissioners Court Agenda Request

Meeting Date: July 28, 2009

I. A. Requestor: Judge Biscoe & County Attorney Phone # 854-9555

B. Specific Agenda Language:

CONSIDER AND TAKE APPROPRIATE ACTION ON MEMORANDUM OF UNDERSTANDING WITH GOLFSMITH RELATED TO ENTERPRISE PROJECT NOMINATION.

C. Sponsor: _____
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

Mary Etta Gerhardt - 49513	

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant

Human Resources Department (854-9165)

- A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Travis County Code - Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

COUNTY JUDGE'S OFFICE
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DAVID A. ESCAMILLA
COUNTY ATTORNEY

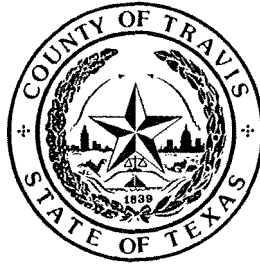
RANDY T. LEAVITT
FIRST ASSISTANT

JAMES W. COLLINS
EXECUTIVE ASSISTANT

314 W. 11TH, STREET
GRANGER BLDG., SUITE 420
AUSTIN, TEXAS 78701

P. O. BOX 1748
AUSTIN, TEXAS 78767

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



TRANSACTIONS DIVISION

JOHN C. HILLE, JR., DIRECTOR †

BARBARA J. WILSON

MARY ETTA GERHARDT

TOM NUCKOLS *

TAMARA ARMSTRONG

JAMES M. CONNOLLY

TENLEY A. ALDREDGE

JULIE JOE

† Member of the College
of the State Bar of Texas
*Board Certified
Commercial Real Estate Law
Texas Board of Legal Specialization

July 15, 2009

Honorable Samuel T. Biscoe
Travis County Judge
P. O. Box 1748
Austin, Texas 78767

RE: MOU With Golfsmith International, L.P

Dear Judge Biscoe:

Enclosed are six (6) originals of the MOU with Golfsmith related to the County's nomination of that company as an Enterprise Project. I understand that Mr. Ferguson (Ryan) will pick these up Thursday morning around 9:00 a.m. and have them executed and returned to your office so that his agreement can be placed on the Court's agenda.

If you have any questions, please feel free to contact me (49176).

Sincerely,

A handwritten signature in black ink, appearing to read "Mary Etta Gerhardt".

Mary Etta Gerhardt
Assistant County Attorney

MEMORANDUM OF UNDERSTANDING BETWEEN
TRAVIS COUNTY AND GOLFSMITH INTERNATIONAL, L.P.
PURSUANT TO THE TEXAS ENTERPRISE ZONE ACT

The Parties to this Memorandum of Understanding ("MOU") are Travis County, a political subdivision of the State of Texas ("County") and Golfsmith International, L.P. ("Golfsmith").

RECITALS

WHEREAS, Travis County has the authority to make nominations for Enterprise Zone Projects under the Texas Enterprise Zone Act (Government Code, Chapter 2303) (the "Act").

WHEREAS, Golfsmith International, L.P., has requested approval and nomination of Golfsmith as an Enterprise Zone Project under the Act.

WHEREAS, County desires to make the nomination for Golfsmith as an Enterprise Zone Project based on information submitted to County by Golfsmith and commitments made by Golfsmith.

NOW, THEREFORE, County and Golfsmith agree as follows:

1. Golfsmith warrants that the information provided by Golfsmith to County related to the nomination of Golfsmith as an Enterprise Zone Project ("Nomination") and set forth in Exhibit 1 to this MOU is accurate to the best of our information, knowledge and belief.
2. Golfsmith agrees that it will:
 - A. Develop and implement a program to increase diversity in hiring and provide County with a copy of such plan within 12 months and annual reports of the results of such plan for the duration of the designation.
 - B. Comply with all stated requirements and commitments set forth in the Enterprise Project Application for the purposes of receiving benefit under the Act.
3. Golfsmith will provide County with the documentation required by County to support the compliance of Golfsmith with the requirements of this MOU and the Act. It is understood that the annual report related to this MOU is due to the State of Texas by October 1 of each year; and Golfsmith agrees to provide County with all necessary reports and documentation no later than September 1 of each year.
4. Golfsmith certifies that it is a qualified business as defined by the Act.
5. Golfsmith certifies that the period of designation has been approved by the state.
6. Golfsmith agrees to maintain separate books and records as required by the Act.
7. Golfsmith certifies that the area of location of Golfsmith qualifies as an Enterprise Zone because it is a block group, as defined by the most recent federal decennial census and as required by the Act.
8. County agrees to nominate Golfsmith as an Enterprise Zone Project and fulfill all statutory requirements related to such nomination.
9. County and Golfsmith agree that no additional incentives have been agreed to by the Parties in relation to this Nomination.

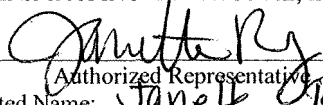
TRAVIS COUNTY

BY: _____

Samuel T. Biscoe
Travis County Judge

Date: _____

GOLFSMITH INTERNATIONAL, L.P.

BY:  _____

Authorized Representative

Printed Name: Janette Ramirez

Date: 7/16/09

EXHIBIT 1

GOLFSMITH INFORMATION

Over the next five years, Golfsmith anticipates spending over \$5 million in capital investment on upgrades at its Austin facility. Golfsmith employs an estimated 331 employees as of January 20, 2009 at its Austin headquarters facility. Following the rules of the Texas Enterprise Zone Program, Golfsmith commits to hiring at least 25% economically disadvantaged persons or enterprise zone residents, for its new or replacement personnel, for certified jobs over the next five years.

Golfsmith currently employs an estimated 12.5% enterprise zone resident. At this time, Golfsmith is unable to determine the percentage of economically disadvantaged individuals. On a go forward basis, Golfsmith will be tracking this number.

Current Employment Count for Golfsmith:

Job Category	Positions
Executive/Senior-Level Officials and Managers	12
First / Mid-Level Officials and Managers	67
Professionals	61
Sales Workers	54
Administrative Support Workers	43
Craft Workers	12
Laborers and Helpers	82
Total Existing Positions	331
Estimated Annual Payroll for Existing Jobs	\$15,388,007.02

Demographics of Golfsmith Employees at the Qualified Business Site in Travis County:

Subject	Percent
White	60.84%
Black or African American	3.85%
Hispanic or Latino	27.97%
American Indian and Alaska Native	0.34%
Asian	3.50%
Some other race	2.80%
Two or more races	0.70%

TRAVIS COUNTY COMMISSIONERS COURT
AGENDA REQUEST

Work Session _____ Voting Session July 28, 2009 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, County Judge
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested Text: Consider and take appropriate action on request to approve a contract amendment with the Travis County Housing Finance Corporation in order to provide funds to convert a part-time senior financial analyst to full-time status for FY-10.

Approved by: _____
Signature of Commissioner(s) or Judge


- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable.

- Planning and Budget Office (473-9106)
- ___ Additional funding for any department or for any purpose
- ___ Transfer of existing funds within or between any line item
- ___ Grant
- Human Resources Department (473-9165)
- ___ A change in your department's personnel (reclassifications, etc)
- Purchasing Office (473-9700)
- ___ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- ___ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Mondays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

TRAVIS COUNTY HOUSING FINANCE CORPORATION

DATE: July 28, 2009
TO: Board of Directors, Travis Housing Finance Corporation
FROM: Harvey Davis, Manager 
SUBJECT: Neighborhood Stabilization Program

We request approval of the attached contract amendment between the Travis County Housing Finance Corporation and Travis County. The amendment provides that the Corporation is to pay Travis County \$29,079. The funds are to cover the costs for a Senior Financial Analyst (Slot 16 in PBO dept. 9) to work full-time instead of part-time for FY-10. The analyst is a County employee assigned to work for the Corporation.

The analyst will work to implement the Neighborhood Stabilization Programs (NSP-1 and NSP-2). NSP-1, a grant with the Texas Department of Housing and Community Affairs, has been awarded. The grant provides sufficient funds (expected to be in excess of \$60,000) to pay to convert the position from half-time to full-time.

cc: Rodney Rhoades, Executive Manager, Planning and Budget Office
Leroy Nellis, Budget Manager
Mary Mayes, Assistant Manager

CONTRACT FOR
PLAN DEVELOPMENT IMPLEMENTATION SERVICES
BETWEEN TRAVIS COUNTY AND
TRAVIS COUNTY HOUSING FINANCE CORPORATION,

This Contract For Plan Development Services is entered into by the following parties:

Travis County, a political subdivision of the State of Texas, ("County"),

and

Travis County Housing Finance Corporation, a public non-profit corporation incorporated under the TEX. LOC. GOV'T CODE ANN., ch. 394, (the "Corporation").

RECITALS

Corporation needs plan development services to develop a plan to apply for funding from the Texas Department of Housing and Community Affairs for a Neighborhood Stabilization Program. County will provide these additional services for the Corporation.

AGREEMENT

In consideration of the mutual promises and covenants in this contract, County and Corporation agree to the following terms and conditions:

1.0 DEFINITIONS

In this contract,

1.1 "Commissioners Court" means Travis County Commissioners Court.

1.2 "Board" means the Board of Directors of the Corporation that is a party to this contract.

2.0 CONTRACT PERIOD

2.1 This Contract shall continue in full force for the contract period which commences on October 1, 2009, and terminates on September 30, 2010, unless earlier terminated by either party as provided in this contract.

3.0 COUNTY PERFORMANCE OF SERVICES

3.1 During the contract period, County shall provide the services of a senior financial analyst half time for five months to provide services to the Corporation to implement a Neighborhood Stabilization Program.

3.2 As needed and requested by the President of Corporation, County shall attend

meetings, act as liaison between project facilitators and Board members, approve participants, attend home closings, and ensure the Program is managed under guidelines established by the Texas Department of Housing and Community Affairs, HUD; and Housing Economic Recovery Act of 2008.

3.3 County shall perform all services and activities under this contract in a professional manner, at a standard acceptable for similar services in Travis County and in a prompt and efficient manner.

3.4 County shall conform to all laws, regulations and ordinances applicable to the performance of this contract.

4.0 PAYMENT

4.1 For the performance of plan development services under this contract, Corporation shall pay County \$29,079.00 on or before October 31, 2009

5.0 AMENDMENTS

5.1 Unless specifically provided otherwise in this contract, any change to the terms of this contract or any attachments to it shall be made by written change order signed by both parties. Corporation acknowledges that no officer, agent, employee or representative of County has any authority to change the scope of this contract or any attachments to it unless expressly granted that authority by the Commissioners Court.

5.2 Corporation shall submit all requests for alterations, additions or deletions of the terms of this contract or any attachment to it to the County Judge. The President of the corporate Contractor requiring an amendment shall present Contractor's requests to Commissioners Court for consideration.

6.0 SUBCONTRACTS

6.1 County may enter into any subcontracts for any service or activity required as performance for this contract without the prior written approval or the prior written waiver of this right of approval from Corporation.

7.0 ASSIGNABILITY

7.1 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 Corporation 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 Commissioners Court.

8.0 TERMINATION

8.1 County shall have the right to terminate this contract, in whole or in part, at any time before the date of termination specified in 2.1 of this contract if Corporation has failed to comply with any term or condition of this contract.

8.2 County shall notify Corporation in compliance with 11.0 if Corporation has failed to comply with any term or condition of this contract and allow Corporation at least ten (10) days to correct the failure. The written notice shall state the effective date of termination if the failure is not corrected; the reasons for termination and, in the case of partial termination, the portion of the contract to be terminated.

8.3 Notwithstanding any exercise by County of its right of early termination pursuant to this 8.0, Corporation shall not be relieved of any liability to County.

9.0 NON-WAIVER OF DEFAULT

9.1 No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Corporation which then exists or may subsequently exist. All rights of County under this contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this contract shall not preclude the exercise of any other right or remedy under this contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

9.2 No payment, act or omission by Corporation may constitute or be construed as a waiver of any breach or default of County which then exists or may subsequently exist. All rights of Corporation under this contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to Corporation under it. Any right or remedy in this contract shall not preclude the exercise of any other right or remedy under this contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

10.0 ENTIRE AGREEMENT

10.1 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.

11.0 NOTICES

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

11.2 The address of County for all purposes under this contract shall be:

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

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

Honorable David A. Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767-1748

11.3 The address of the Corporation for all purposes under this contract and for all notices hereunder shall be:

Honorable Samuel T. Biscoe (or his successors in office)
President
Travis County Housing Finance Corporation,
P.O. Box 1748
Austin, Texas 78767-1748

11.4 Each party may change the address for notice to it by giving notice of the change in compliance with 11.0.

12.0 SPECIAL CONDITION

12.1 Neither party is liable for failure to perform or delay in performance that is caused by Acts of God, riots, war, insurrection and other similar events that are not within the control of the failing or delayed party.

13.0 CONSTRUCTION OF CONTRACT

13.1 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.

13.2 If any portion of this contract is ruled invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

13.3 Headings and titles 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.

13.4 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 any period falls on a

Saturday, Sunday, or a day that Travis County has declared a holiday for its employees, these days shall be omitted from the computation.

13.5 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.

TRAVIS COUNTY

By:

Honorable Samuel T. Biscoe
Travis County Judge

Date:

TRAVIS COUNTY HOUSING FINANCE CORPORATION

By:

Samuel T. Biscoe
President

Date:

VS# 29

**TRAVIS COUNTY COMMISSIONER'S COURT
AGENDA REQUEST**

Please consider the following item for Voting Session on: **July 28, 2009**

- I. A. Request made by: **Sheriff Greg Hamilton**  Phone No. **854-9770**
- B. Requested Text:

Consider and approve authorizing the Travis County Sheriff to sign and execute a Memorandum of Understanding ("MOU") with the Texas Forest Service relating to participation in the State-wide Regional Incident Management Team

C. Approved by: _____
Signature of Commissioner or Judge

- II. A. Is backup material attached*: Yes No

*Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).

- B. Have the agencies affected by this request been invited to attend the work session?
 Yes No

Please list those contacted and their phone numbers:
Jim Connolly - County Attorney's Office
Yolanda Jones - County Auditor's Office

- III. PERSONNEL
 A change in your department's personnel (reclass, etc.).

- IV. BUDGET REQUEST:
If your request involves funding for your department please check:

- Additional funding for your department
- Transfer of funds within your department budget
- A change in your department's personnel

The County Human Resources Department (854-9165) and / or the Budget and Research Office (854-9106) must be notified before submission of this agenda request.



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON

TRAVIS COUNTY SHERIFF

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

PHYLLIS CLAIR
Major – Law Enforcement

DARREN LONG
Major – Corrections

MARK SAWA
Major - Administration & Support

Date: July 15, 2009
To: Travis County Commissioners Court
From: Margaret Seville 1777, Senior Planner *ms*
Subject: TFS Regional Incident Management Team MOU

Proposed Motion:

Consider and approve authorizing the Travis county Sheriff to sign and execute a Memorandum of Understanding ("MOU") with the Texas Forest Service (TFS) relating to participation in the State-wide Regional Incident Management Team.

Summary & Recommendation:

Since 1998, the Travis County Sheriff's Office has participated in local workgroups focusing on the goal of ensuring the sharing of resources on a regional and state-wide basis during a major incident or event. This working group has consisted of representatives from emergency management, law enforcement, fire, ems, health, public works, and various non-profit support agencies. We also have representatives from the local group on state working groups related to this matter.

Over the years, this group has evolved and established the Capital Area Incident Management Team in an effort to coordinate our resources and share both knowledge and abilities. This group was modeled after the state and national incident management teams which have existed since the late 1970's.

Over the last three years, with the assistance of the Texas Forest Service (TFS), Texas Engineering and Extension Service (TEEX), the Capital Area Council of Governments (CAPCOG) and the US Department of Homeland Security (DHS), local responders have received numerous hours of free training from these agencies.

Responders from the region have also served in trainee positions at various incidents and have been called upon to assist in several natural disasters that have affected our region and state over the last few years. All of these activations have been reimbursable events with the home agency receiving payment for personnel and equipment utilized during these activations.

As part of our working group, we have been working to enhance and better formalize our working agreements between the State, home agency, and the employee who could be called into service. The attached MOU is the product of those efforts.

Since this type of MOU is not specifically addressed in statute as an allowable executable document by a local elected official, under the advice of the County Attorney, the Sheriff's Office is seeking court consideration and approval of the request by Sheriff Hamilton to sign and execute the MOU.

There appear to be no issues or concerns with approving the recommended action and it has been reviewed by appropriate legal and auditor staff. It was noted that some of the reimbursement rates are at state rate rather than county rates. We have found this to be common in most of our interactions with state or federal programs. Some times the rates are above county rate and some times they are below. Generally though they are at acceptable rates to sufficiently reimburse the county for any expenditures related to these mutual aid responses. Uniformity in the agreements also helps us to avoid attempting to negotiate understandings with local counties or cities that we might be going to assist and trying to determine their rates. We continue to try and streamline the process to avoid any additional workload on ourselves or other entities in the process.

In the March 31st, 2009 Commissioners Court Session, the Court authorized the Sheriff to sign two agreements which expire August 31st, 2009. At this time we would like to extend the MOUs through August 31st, 2012 and add an additional individual making a total of three individuals from the Travis County Sheriff's Office participating on the regional/state team.

Attachment:

MOUs between TFS and Regional Incident Management Team Member and the Travis County Sheriff's Office

Cc:

County Attorney – Jim Connolly
County Auditor – Yolanda Jones

**Memorandum of Understanding
Between
The Texas Forest Service
And
Regional Incident Management Team Member
And
The Participating Agency/Employer**

This Memorandum of Understanding (MOU) is entered into this _____ day of _____, 2009 by and between the **Texas Forest Service**, a member of The Texas A&M University System, an agency of the state of Texas (TFS) and Regional Incident Management Team (RIMT) Member **Michael G Hemby** (Member) and the Participating Agency/Employer **Travis County Sheriff's Office** (Employer).

I. PURPOSE

To delineate responsibilities and procedures for RIMT activities under the authority of the State of Texas Emergency Management Plan.

II. SCOPE

The provisions of this MOU apply to RIMT activities performed at the request of the State of Texas. The scope of this agreement also includes training activities mandated by the State of Texas and TFS to maintain RIMT operational readiness.

III. PERIOD OF PERFORMANCE

This Contract shall begin as of the date of the last signature and shall terminate August 31, 2012, unless terminated earlier in accordance with section IX.B.

IV. DEFINITIONS

- A. Activation: The process of mobilizing RIMT Members to deploy to a designated incident or event site. When the RIMT responds to such a mobilization request, the Member is required to arrive with all equipment and personal gear to the designated Point of Assembly (POA) within two hours of activation notice. The time at which the RIMT Member receives a request for activation and verbally accepts the mission will be considered the time at which personnel costs to be charged to RIMT activities shall begin.
- B. Alert: The process of informing RIMT Members that an event has occurred and that RIMT may be activated at some point within the next 24-48 hours.
- C. De-Activation: The process of de-mobilizing RIMT Members upon notification from the State to stand down.
- D. Director: The Director of TFS.

- E. Member: An individual who has been formally accepted into an RIMT, meeting all requirements for skills and knowledge, and is in good standing with regard to compliance with necessary training and fitness.
- F. Participating Agency/Employer: The RIMT Member's employer who, by execution of this MOU, has provided official support of the Member's involvement in the RIMT.
- G. State: For the purpose of this MOU, the State of Texas through the Governor's Division of Emergency Management (GDEM).
- H. RIMT: An integrated collection of personnel and equipment meeting standardized capability criteria for addressing incident management needs during disasters.
- I. TFS/State Sponsored RIMT Training and Exercises: Training and/or exercises performed at the direction, control and funding of TFS and/or the State.
- J. Local RIMT Sponsored Training and Exercises: Training and/or exercises performed at the direction, control and funding of a participating agency or RIMT Member in order to develop and maintain the incident management capabilities of the member and the RIMT. RIMT sponsored training shall be coordinated with TFS staff and receive prior written authorization to conduct such training.

V. **RESPONSIBILITIES**

- A. TFS shall:
 - 1. Recruit and organize the RIMT, according to guidelines prescribed by TFS.
 - 2. Provide administrative, financial and personnel management related to the RIMT and this agreement.
 - 3. Provide training to RIMT Members. Training shall be consistent with the objectives of developing, upgrading and maintaining individual skills, as identified in the position description requirements, necessary to maintain operational readiness.
 - 4. Develop, implement and exercise an internal notification and call-out system for RIMT Members.
 - 5. Provide all tools and equipment necessary to conduct safe and effective incident management operations as listed in the current approved RIMT cache list.
 - 6. Maintain all tools and equipment in the RIMT cache in a ready state.
 - 7. Provide coordination between the State, other relevant governmental and private entities, Employer and RIMT Member.
 - 8. Maintain a primary contact list for all RIMT Members.

9. Maintain personnel files on all members of RIMT for the purpose of documenting training records, emergency notification and other documentation as required by the State.

B. The Employer shall:

1. Maintain a roster of all its personnel participating in RIMT activities.
2. Provide a primary point of contact to TFS for the purpose of notification of RIMT activities.
3. Provide administrative support to employee members of RIMT, i.e. "time off" when fiscally reasonable to do so for RIMT activities such as training, meetings and actual deployments.
4. Submit reimbursement claims within thirty (30) days of official deactivation or completion of TFS/State sponsored RIMT training of the RIMT Member.

C. Member shall:

1. Be physically capable of performing assigned duties required in the position description (PD) requirements for the assigned position.
2. Maintain knowledge, skills and abilities necessary to operate safely and effectively in the assigned position.
3. Maintain support of Employer for participation in RIMT activities.
4. Keep Employer advised of RIMT activities that may require time off from work.
5. Advise RIMT point of contact of any change in notification process, i.e. address or phone number changes.
6. Be available for immediate call-out during the period Member's assigned RIMT is first on the rotation for call-out.
7. Respond immediately to a mobilization request with acceptance or refusal of current mission request and arriving within 2 hours from time of mobilization request to the assigned POA.
8. Maintain all equipment issued by RIMT in a ready state and advising TFS Manager deployed with RIMT of any lost, stolen or damaged items assigned to Member.
9. Be prepared to operate in the disaster environment.
10. Follow the RIMT Code of Conduct in Attachment A.

VI. PROCEDURES

A. Activation

1. Upon request from the State for disaster assistance, and/or determination that pre-positioning the RIMT is prudent, TFS shall request the activation of the RIMT to respond to a designated POA.
2. TFS shall communicate an Alert and/or Activation notice to RIMT Members through the internal paging and call-out system according to the current approved mobilization plan.

B. Mobilization, Deployment and Re-deployment

1. TFS will notify members of activation of RIMT.
2. Upon arrival at the POA, the State representative will provide initial briefings, maps, food, housing and any other items essential to the initial set-up and support of the RIMT.
3. When RIMT is activated, the RIMT, including all necessary equipment, will move to the pre-designated point of departure (POD) for ground or air transportation.
4. The RIMT shall be re-deployed to the original POA upon completion of the RIMT mission.

C. Management

1. TFS will have overall management, command and control of all RIMT resources and operations.
2. Tactical deployment of RIMT will be under the direction of the local Incident Commander and the RIMT Incident Commander assigned to the incident.

VII. TRAINING AND EXERCISES

A. Local RIMT Sponsored Training and Exercises

Periodically RIMT Members will be requested or required to attend local RIMT sponsored training or exercises. Local RIMT sponsored training or exercises shall be performed at the direction, control and funding of the local RIMT in order to develop the technical skills of RIMT Members. Costs associated with this training or exercises will not be reimbursed by TFS or the State.

B. TFS/State Sponsored RIMT Training and Exercises

Periodically RIMT Members will be required and/or invited to attend TFS/State RIMT training and/or exercises. This training and exercises will be performed at

the direction, control and funding of TFS, or the State in order to develop and maintain the incident management capabilities of the RIMT. Allowable travel costs associated with this training will be reimbursed by TFS.

C. Minimum Training Requirements

Member is required to attend a minimum of 50% of the available RIMT training and exercise opportunities provided for the assigned RIMT position. Failure to attend a minimum of 50% of the training opportunities will result in dismissal from the RIMT. Exceptions may be granted at the discretion of the RIMT Incident Commander.

VIII. ADMINISTRATIVE, FINANCIAL AND PERSONNEL MANAGEMENT

A. Reimbursement to Employer

1. TFS will reimburse Employer for all wages identified and allowed in the RIMT Standard Pay Policy (Attachment B). TFS will reimburse all amounts necessary to fund payroll associated costs of state and/or federal disaster deployments.
2. TFS will reimburse Employer for the cost of backfilling while Member is activated. This shall consist of expenses generated by the replacement of a deployed Member on their normally scheduled duty period/day.
3. TFS will reimburse Employer for salaries and backfill expenses of any deployed Member who would be required to return to regularly scheduled duty during the personnel rehabilitation period described in the demobilization order. If the deployed Member's regularly scheduled shift begins or ends within the identified rehabilitation period, Employer may give the deployed Member that time off with pay and backfill his/her position. If Member is not normally scheduled to work during the identified rehabilitation period, then no reimbursement will be made for Member. TFS will determine the personnel rehabilitation period that will apply to each deployment based on the demobilization order for that deployment.
4. TFS will reimburse Employer for reasonable travel expenses associated with Member's travel for RIMT training or deployment. All travel reimbursements will be in accordance with the State of Texas Travel Allowance Guide, published by the Comptroller of Public Accounts.
5. TFS will reimburse Employer for reasonable (as determined by TFS) personal costs associated with Member's participation in a deployment.
6. TFS will reimburse Employer for emergency procurement of RIMT materials, equipment and supplies purchased and consumed by Member in providing requested assistance on a replacement basis. Prior approval by the TFS manager deployed with the RIMT must be obtained and original receipts for such items must be submitted with reimbursement request to TFS.

7. Employer shall submit to TFS all reimbursement requests within 30 days of Member de-activation or completion of TFS/State sponsored training event.

B. Reimbursement of RIMT Member as an Individual Resource

1. TFS will pay an individual resource Member for all wages specified in the RIMT Standard Pay Policy (Attachment B). Payment for these wages will be determined based upon the Member's RIMT position in the most current revision of the RIMT Pay Schedule by Position (Attachment C).
2. TFS will reimburse an individual resource Member for reasonable (as determined by TFS) travel expenses associated with Member's travel for RIMT training or deployment. All travel reimbursements will be in accordance with the State of Texas Travel Allowance Guide, published by the Comptroller of Public Accounts.
3. TFS will reimburse an individual resource Member for reasonable (as determined by TFS) personal costs associated with participation in a deployment.
4. TFS will reimburse an individual resource Member for emergency procurement of RIMT materials, equipment and supplies purchased and consumed by Member in providing requested assistance. Prior approval by the TFS manager deployed with the RIMT must be obtained and original receipts for such items must be submitted with reimbursement request to TFS.
5. Individual resource Member must submit to TFS all reimbursement requests within 30 days of Member de-activation or completion of TFS/State sponsored training event.

C. Medical Care for Injury or Illness

1. If Member incurs an injury or illness during an RIMT training exercise or deployment, TFS will pay for triage medical care to ensure Member is properly treated and medically evaluated. TFS will make a determination as to whether the injury or illness was work related and will notify Employer for proper processing of Workers Compensation claim. Employer will be responsible for handling any additional medical care for work related injuries or illnesses under its Worker Compensation insurance. Member will be responsible for handling any additional medical care for non-work related injuries or illnesses under his/her personal health insurance.

D. Liability

1. It is mutually agreed that TFS, Employer and Member shall each be responsible for their own losses arising out of the performance of this MOU.

E. Reimbursement Process

1. All requests for reimbursement must be submitted using the most current RIMT Travel and Personnel Reimbursement Form (Attachment D).
2. TFS will process payment to Employer or individual resource member for all allowable expenses within 30 days of receipt of the properly completed and supported RIMT Travel and Personnel Reimbursement Form.
3. Neither Member nor Employer will be reimbursed for costs incurred by activations that are outside the scope of this agreement.
4. All financial commitments herein are made subject to availability of funds from the State.

IX. CONDITIONS, AMENDMENTS AND TERMINATION

- A. This MOU may be modified or amended only by the written agreement of all parties.
- B. Any party, upon 30 day written notice, may terminate this MOU.
- C. TFS complies with the provisions of Executive Order 11246 of Sept. 24, 1965, as amended and with the rules, regulations and relevant orders of the Secretary of Labor. To that end, TFS will not discriminate against any employee or Member on the grounds of race, color, religion, sex or national origin. In addition the use of state or federal facilities, services and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality sex, age or economic status.
- D. This MOU is governed by the laws of the State of Texas. Venue for any suits related to this agreement shall be in Brazos County, Texas.

X. POINTS OF CONTACT

TFS

Paul Hannemann
John B. Connally Building
301 Tarrow, Suite 304
College Station, TX 77840
Tel#: 979-458-7344
e-mail: phannemann@tfs.tamu.edu

Employer

Sheriff Greg Hamilton
Travis County Sheriff's Office
PO Box 1748
Austin, TX 78767
Tel#: 512-854-9770
e-mail: greg.hamilton@co.travis.tx.us

Member

Michael G Hemby
Travis County Sheriff's Office
PO Box 1748
Austin, TX 78767

e-mail: michael.hemby@co.travis.tx.us

XI. ENTIRE AGREEMENT

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

- Attachment A, RIMT Code of Conduct
- Attachment B, RIMT Standard Pay Policy
- Attachment C, RIMT Pay Schedule by Position (most current revision)
- Attachment D, RIMT Travel and Personnel Reimbursement Form (most current revision)

Employer and Member hereby acknowledge that they have read and understand this entire MOU. All oral or written agreements between the parties hereto relating to the subject matter of this MOU that were made prior to the execution of this MOU have been reduced to writing and are contained herein. Employer and Member agree to abide by all terms and conditions specified herein and certify that the information provided to TFS is true and correct in all respects to the best of their knowledge and belief.

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

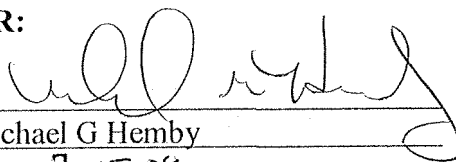
TEXAS FOREST SERVICE:

Signature: _____
 Name: Tom G. Boggus
 Title: Interim Director
 Date: _____

PARTICIPATING AGENCY/EMPLOYER

Signature: _____
 Name: Greg Hamilton
 Title: Sheriff
 Date: _____

RIMT MEMBER:

Signature: 
 Name: Michael G Hemby
 Date: 7-15-09

ATTACHMENT A

RIMT Code of Conduct

- No transportation/use of illegal drugs/alcohol.
- Firearms are authorized to be carried by only current TCLEOSE certified commissioned officers.
- Normal radio protocol used/traffic kept to a minimum.
- Know your chain of command/who you report to.
- Limit procurement of equipment.
- Do not take things without authorization.
- Act professionally.
- Remain ready even when unassigned.
- Recreation limited to unassigned hours.
- Maintain/wear safety gear/clothing.
- Wear proper uniform.
- Remember your actions reflect your organization and RIMT.

ATTACHMENT B

RIMT Standard Pay Policy

I. Scope

The provisions of this policy apply to all members of an RIMT.

II. Purpose

The purpose of this document is to delineate the policy and procedures for payment and/or reimbursement of payroll expenses to include salaries/wages and associated fringe benefits incurred during state activations of a RIMT member (Member).

III. Pay Rate

A. The Texas Forest Service (TFS) will reimburse Participating Agency/Employer (Employer) for the participation of each Member who is employed by that Employer at the hourly rate or salary identified on the most current payroll printout provided by the Employer requesting salary reimbursement. TFS may also reimburse Employer for the allocable portion of fringe benefits paid to or on behalf of the Member during the period of activation. The actual benefits paid must also be shown on or attached to the Employer payroll printout submitted to TFS.

B. As an individual resource, members without Employer will be paid at a rate identified with his/her RIMT position on the RIMT Pay Schedule by Position (see Attachment C). The individual resource's 40-hour workweek will begin upon acceptance of the mission. The individual will be paid for the first 40 hours at the standard base rate of pay, and at one and one-half (1½) times for all other hours in that same week. The workweek will consist of seven consecutive workdays to include weekends and holidays.

IV. Work Shift

A. Every day is considered a workday during the Activation until the Activation is over, and the RIMT returns to its original Point of Assembly. Therefore, Saturday, Sunday, holidays and other scheduled days off are also considered workdays during the period of activation.

B. Each Employer or individual resource is assured pay for base hours of work, mobilization and demobilization, travel, or standby at the appropriate rate of pay for each workday.

V. Ordered Standby

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

ATTACHMENT C

RIMT PAY SCHEDULE BY POSITION

ICS ID	POSITION TITLE	HOURLY RATE
	COMMAND	
ICT3	INCIDENT COMMANDER TYPE 3	24
IOF3	INFORMATION OFFICER TYPE 3	24
LOFR3	LIAISON OFFICER TYPE 3	24
PIO3	PUBLIC INFORMATION OFFICER 3	24
SOF3	SAFETY OFFICER TYPE 3	24
	OPERATIONS	
DIVS	DIVISION/GROUP SUPERVISOR	24
OSC 3	OPERATIONS SECTION CHIEF TYPE 3	24
STL()	STRIKE TEAM LEADER (CREW, ENGINE, DOZER, MILITARY, or TRACTOR-PLOW)	21
TFLD	TASK FORCE LEADER	21
	PLANNING	
DMOB	DEMOBILIZATION UNIT LEADER	24
PSC3	PLANNING SECTION CHIEF TYPE 3	24
RESL	RESOURCE UNIT LEADER	24
SITL	SITUATION UNIT LEADER	24
	LOGISTICS	
COML	COMMUNICATIONS UNIT LEADER	24
FACL	FACILITIES UNIT LEADER	24
FDUL	FOOD UNIT LEADER	24
GSUL	GROUND SUPPORT UNIT LEADER	24
LSC3	LOGISTICS SECTION CHIEF TYPE 3	24
MEDL	MEDICAL UNIT LEADER	24
SUBD	SUPPORT BRANCH DIRECTOR	26
SPUL	SUPPLY UNIT LEADER	24
SVBD	SERVICE BRANCH DIRECTOR	26
	FINANCE	
COMP	COMPENSATION/CLAIMS UNIT LEADER	24
COST	COST UNIT LEADER	24
FSC3	FINANCE/ADMINISTRATION SECTION CHIEF TYPE 3	24
PROC	PROCUREMENT UNIT LEADER	24
TIME	TIME UNIT LEADER	24

Dated 5/8/09

ATTACHMENT D

MOST CURRENT REVISION OF THE RIMT TRAVEL AND PERSONNEL REIMBURSEMENT FORM



REGIONAL
INCIDENT MANAGEMENT TEAM
TRAVEL AND PERSONNEL
REIMBURSEMENT FORM

INSTRUCTIONS FOR COMPLETING THE FORM

PART 1 - PAYMENT INFORMATION.

- 1.) Please provide a current IRS Form W-9 Request For Taxpayer Identification Number and Certification if this is your first reimbursement request or it has been at least five years since your last request. The Texas Forest Service needs this information to establish a Vendor ID in its accounting system. The Taxpayer Name and Number provided must successfully match the IRS database before the Vendor ID can be established.
- 2.) Upon RIMT Member De-Activation, or completion of a TFS / State Sponsored RIMT Training event, please submit the reimbursement form and all supporting documentation within thirty (30) business days to:

**Texas Forest Service
ATTN Catherine Roggenbuck
301 Tarrow Ste 304
College Station TX 77840-7896
Phone # (979) 458-7350**
- 3.) Please indicate whether or not the reimbursement request is being made by an Agency / Employer or an Individual RIMT Member by checking the appropriate box at the top of the form.
- 4.) Fill in the Payee Name along with the Address to be used for mailing payment. Please provide the Texas Forest Service with a contact name, phone number, and email address in the event there are questions with the reimbursement request.
- 5.) Provide the Name of the Incident or RIMT Training Event along with the beginning and ending dates covered by the reimbursement request.

PART 2 - SALARY / BACKFILL / PAYROLL ASSOCIATED COSTS

- 1.) Please complete the appropriate section of Part 2 based on the type of reimbursement request.
- 2.) Complete the Payroll Calculation Worksheet located in this worksheet as a separate tab.
- 3.) Calculate payroll expenditures for RIMT members activated separate from Backfill employees.
- 4.) Provide copies of OF-288 Emergency FireFighter Time Reports to support the payroll hours reimbursed.
- 5.) Individual RIMT Members will be reimbursed for personnel costs according to Attachment C of the MOU.
- 6.) For Agency / Employer reimbursement requests, please provide copies of employee timesheets indicating the rate of pay and associated payroll-related expenses.
- 7.) See additional instructions provided on the Payroll Calculation Worksheet.

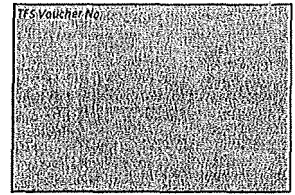
PART 3 - TRAVEL / MILEAGE / SUPPLIES

- 1.) Each RIMT Member will receive a packet during the activation process or on the first day of a sponsored training event. Documents included in the packet are (a) Daily Meals & Lodging Log, (b) Daily Transportation/Mileage Log, and (c) Daily Supply Log. These logs are to be filled out by hand each day. Upon De-Activation, the RIMT Member will total, sign, and submit each log to the contact person listed on the reimbursement form. These individual logs, along with attached receipts, will support the amounts requested for reimbursement. For TFS / State Sponsored Training Events, only the Daily Meals & Lodging Log and the Daily Transportation Log will need to be completed.
- 2.) Please list each RIMT Member along with his/her total Meals & Lodging, Transportation, and/or Supplies reimbursement. Remember to attach the individual logs and receipts (if required) to support the amounts.
- 3.) Please be aware that receipts are required to be turned in with the reimbursement request if supplies were purchased or if fuel cost reimbursement is requested in lieu of mileage.
- 4.) Reimbursement rates for meals, lodging, and mileage are subject to change. See this website: <https://fm.x.cpa.state.tx.us/fm/travel/travelrates.php> for the current rates in effect.
- 5.) See each individual log for additional instructions.

PART 4 - CERTIFICATION

- 1.) Signatures and dates of all parties are required at the bottom of the reimbursement form before the request will be processed for payment.
- 2.) Your signature on this form certifies that the reimbursement request follows the guidelines established in the Memorandum of Understanding between the Texas Forest Service and the Regional Incident Management Team Member and the Participating Agency / Employer.

**REGIONAL
 INCIDENT MANAGEMENT TEAM
 TRAVEL AND PERSONNEL
 REIMBURSEMENT FORM**



PART 1 - PAYMENT INFORMATION

Check One: Participating Agency / Employer Individual Member

Payee Name		FAMIS Vendor ID	
Address			
Street	Town/City	State	Zip
Contact Name		Phone Number	Email Address

Incident/Event	Beg/End Dates
----------------	---------------

PART 2 - SALARY / BACKFILL / PAYROLL ASSOCIATED COSTS

AMOUNT

Please attach a completed Payroll Calculation Worksheet as supporting documentation.

(I) REIMBURSEMENT TO AGENCY / EMPLOYER		
A	Payroll Expenditures for RIMT members during activation	
B	Cost of backfill while RIMT members are activated	
Subtotal		\$ -
(II) REIMBURSEMENT TO INDIVIDUAL MEMBER		
Subtotal		

PART 3 - TRAVEL / MILEAGE / SUPPLIES

AMOUNT

List each RIMT Member separately. Please include the Daily Meal Log, Daily Mileage Log, and Daily Supply Log for each individual. Attach all required receipts to a separate sheet of paper and submit with this form.

	MEALS/LODGING Subject to State of Texas Maximums	TRANSPORTATION Airfare, Car Rental, or Fuel receipts required	SUPPLIES Itemized receipts required	
1				\$ -
2				\$ -
3				\$ -
4				\$ -
5				\$ -
6				\$ -
7				\$ -
8				\$ -
9				\$ -
10				\$ -
Subtotal				\$ -

PART 4 - CERTIFICATION

I certify that the above services were rendered or goods received; that they correspond in every particular with the contract under which they were procured; that the invoice is true and unpaid; and that the claim was presented to the State within the applicable limitations period.

TOTAL

Signature of Employer or Individual Member _____ Date _____ TFS Accounts Payable Approval _____ Date _____

\$ -

TFS IMT Departmental Authorization _____ Date _____ FAMIS Coding (SL-SA-OBJ Code) _____

NOTE: Signature and supporting documentation are required; incomplete reimbursement forms will delay payment.



NAME OF AGENCY / EMPLOYER OR INDIVIDUAL _____

INCIDENT NAME _____

(I.) REIMBURSEMENT TO AGENCY / EMPLOYER

A. PAYROLL EXPENDITURES FOR RIMT MEMBERS DURING ACTIVATION

Instructions:

- 1.) Use this section if you are an Employer / Agency and paid employees activated during an RIMT incident.
- 2.) Indicate the Incident Name on the line at the top of this page.
- 3.) List the names of the employees activated along with the date range. For each individual, fill in the amounts for regular pay, overtime pay, and associated payroll benefits paid to the employee while the employee was on assignment.
- 4.) Additional columns are provided for other payroll-related benefits not specifically listed. Only include benefit costs associated while the employee was activated on an RIMT assignment.
- 5.) Provide copies of the employee's OF-288 Emergency FireFighter Time Report to support the hours worked on assignment. Also, provide an Employer/Agency payroll timesheet for the period indicated to support Regular Pay and Benefits.
- 6.) Carry the Total of this section to the RIMT Travel and Reimbursement Form Part 2 - (I)A.

	NAME	DATE RANGE	REGULAR PAY			OVERTIME PAY			PAYROLL-ASSOCIATED BENEFITS WHILE EMPLOYEE IS ACTIVATED								
			HOURS	RATE	SALARY	HOURS	RATE	SALARY	FICA	MEDICAL	LIFE	DENTAL					
1					-			-									
2					-			-									
3					-			-									
4					-			-									
5					-			-									
					\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

RIMT REIMB FORM
PART 2 - (I) A
\$ -

B. COST OF BACKFILL WHILE RIMT MEMBERS ARE ACTIVATED

Instructions:

- 1.) Use this section if you are an Employer/Agency and incurred backfill costs while paid employees were activated during an RIMT incident.
- 2.) Indicate the Incident Name on the line at the top of this page.
- 3.) List the names of the employees paid, along with the date range. For each individual, fill in the amounts for regular pay, overtime pay, and associated payroll benefits paid to the employee used for backfill.
- 4.) Additional columns are provided for other payroll-related benefits not specifically listed. Include all benefit costs associated with backfill while an employee was activated on an RIMT assignment.
- 5.) Provide an Employer/Agency payroll timesheet for the period indicated to support the Regular Pay, Overtime Pay, and Associated Benefits paid to backfill an activated employee.
- 6.) Carry the total of this section to the RIMT Travel and Reimbursement Form Part 2 - (I)B.

	NAME	DATE RANGE	REGULAR PAY			OVERTIME PAY			PAYROLL-ASSOCIATED BENEFITS WHILE EMPLOYEE IS ACTIVATED								
			HOURS	RATE	SALARY	HOURS	RATE	SALARY	FICA	MEDICAL	LIFE	DENTAL					
1					-			-									
2					-			-									
3					-			-									
4					-			-									
5					-			-									
					\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

RIMT REIMB FORM
PART 2 - (I) B
\$ -

(II.) REIMBURSEMENT TO AN INDIVIDUAL RIMT MEMBER

Instructions:

- 1.) Use this section if you are an Individual RIMT member activated during an RIMT incident.
- 2.) Indicate the Incident Name on the line at the top of this page.
- 3.) Indicate the date range of service to the RIMT incident. Provide your Position Title. Use the hourly rate found in Attachment C of the MOU as the rate of reimbursement.
- 4.) Provide copies of your OF-288 Emergency FireFighter Time Report to support the hours worked on assignment.
- 5.) Carry the total of this section to the RIMT Travel and Reimbursement Form Part 2 - (II).

	NAME	DATE RANGE	POSITION TITLE	REGULAR PAY		
				HOURS	RATE	SALARY
1						-
2						-
						\$ -

RIMT REIMB FORM
PART 2 - (II)
\$ -



REGIONAL
INCIDENT MANAGEMENT TEAM
DAILY MEALS & LODGING LOG

NAME _____

INCIDENT _____

Instructions:

- 1.) Please enter the date and the actual dollar amount spent for breakfast, lunch, and dinner. If provided, mark N/A.
- 2.) Please enter any lodging expense incurred during a TFS/State sponsored training event. Lodging will be provided during incidents.
- 3.) The daily reimbursement rate for meals and lodging is subject to a maximum rate set by the Texas Comptroller's Office.
See this website: <https://fm.cpa.state.tx.us/fm/travel/travelrates.php> for the current rates in effect.
- 4.) Please attach an itemized hotel receipt for any Lodging expense to be reimbursed. Meal Receipts are not required.
- 5.) The Agency is not allowed to reimburse alcoholic beverage purchases.
- 6.) This log should be completed by hand and included with the request for reimbursement.
- 7.) Upon De-Activation, or completion of a TFS/State sponsored training event please Total, Sign and Date the bottom of this log.

	DATE	BREAKFAST	LUNCH	DINNER	LODGING	TOTAL
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
					TOTAL	\$

Signature of RIMT Member _____ Date _____



REGIONAL
INCIDENT MANAGEMENT TEAM
TRANSPORTATION (or FUEL) LOG

NAME _____

INCIDENT _____

Instructions:

- 1.) Please enter the cost of airfare and/or car rental expenses incurred to attend a TFS/State sponsored training event. An e-ticket and/or car rental receipt is required.
- 2.) Please enter each new day's starting and ending odometer reading to be reimbursed for mileage. This does not apply for car rentals.
- 3.) Indicate the destination and purpose of the travel being reimbursed.
- 4.) If you prefer to be reimbursed for fuel costs only, put N/A for the odometer reading and list the fuel expense under the Miles Driven column.
Attach fuel receipts to a separate piece of paper and submit them with this log for reimbursement.
- 5.) The reimbursement rate is based on the State of Texas standard mileage rate and is subject to change.
See this website: <https://fm.xcpa.state.tx.us/fm/travel/travelrates.php> for the current rate in effect.
- 6.) This log should be completed by hand and included with the request for reimbursement.
- 7.) Upon De-Activation, or completion of a TFS/State sponsored training event please Total, Sign and Date the bottom of this log.

	DATE	AIRFARE	CAR RENTAL	STARTING ODOMETER	ENDING ODOMETER	MILES DRIVEN	DESTINATION AND PURPOSE OF TRAVEL
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
	SUB-TOTAL	\$.	\$.		SUB-TOTAL	\$. /mi	\$.

To calculate the total mileage reimbursement: a.) Sum the Miles Driven by day and b.)
Multiply the total miles driven by the current State of Texas standard mileage rate in effect.

TOTAL	\$.
-------	------

Signature of RIMT Member _____

Date _____



REGIONAL
INCIDENT MANAGEMENT TEAM
DAILY SUPPLY LOG

NAME _____

INCIDENT _____

Instructions:

- 1.) Please enter the date, dollar amount, description, and justification for any supplies or equipment purchased for the incident.
- 2.) Obtain proper approval before purchasing any supplies or equipment.
- 3.) Supplies or equipment purchased without the proper authority will not be reimbursed.
- 4.) Itemized Receipts are required. Please attach receipts to a separate piece of paper and submit with this log.
- 5.) This log should be completed by hand and included with the request for reimbursement.
- 6.) Upon De-Activation, please Total, Sign and Date the bottom of this log.

	DATE	DESCRIPTION OF ITEM PURCHASED	AMOUNT	JUSTIFICATION FOR PURCHASE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
		TOTAL	\$.	

Signature of RIMT Member _____

Date _____

**Memorandum of Understanding
Between
The Texas Forest Service
And
Regional Incident Management Team Member
And
The Participating Agency/Employer**

This Memorandum of Understanding (MOU) is entered into this ____ day of _____, 2009 by and between the **Texas Forest Service**, a member of The Texas A&M University System, an agency of the state of Texas (TFS) and Regional Incident Management Team (RIMT) Member **Karen P Maxwell** (Member) and the Participating Agency/Employer **Travis County Sheriff's Office** (Employer).

I. PURPOSE

To delineate responsibilities and procedures for RIMT activities under the authority of the State of Texas Emergency Management Plan.

II. SCOPE

The provisions of this MOU apply to RIMT activities performed at the request of the State of Texas. The scope of this agreement also includes training activities mandated by the State of Texas and TFS to maintain RIMT operational readiness.

III. PERIOD OF PERFORMANCE

This Contract shall begin as of the date of the last signature and shall terminate August 31, 2012, unless terminated earlier in accordance with section IX.B.

IV. DEFINITIONS

- A. Activation: The process of mobilizing RIMT Members to deploy to a designated incident or event site. When the RIMT responds to such a mobilization request, the Member is required to arrive with all equipment and personal gear to the designated Point of Assembly (POA) within two hours of activation notice. The time at which the RIMT Member receives a request for activation and verbally accepts the mission will be considered the time at which personnel costs to be charged to RIMT activities shall begin.
- B. Alert: The process of informing RIMT Members that an event has occurred and that RIMT may be activated at some point within the next 24-48 hours.
- C. De-Activation: The process of de-mobilizing RIMT Members upon notification from the State to stand down.
- D. Director: The Director of TFS.

- E. Member: An individual who has been formally accepted into an RIMT, meeting all requirements for skills and knowledge, and is in good standing with regard to compliance with necessary training and fitness.
- F. Participating Agency/Employer: The RIMT Member's employer who, by execution of this MOU, has provided official support of the Member's involvement in the RIMT.
- G. State: For the purpose of this MOU, the State of Texas through the Governor's Division of Emergency Management (GDEM).
- H. RIMT: An integrated collection of personnel and equipment meeting standardized capability criteria for addressing incident management needs during disasters.
- I. TFS/State Sponsored RIMT Training and Exercises: Training and/or exercises performed at the direction, control and funding of TFS and/or the State.
- J. Local RIMT Sponsored Training and Exercises: Training and/or exercises performed at the direction, control and funding of a participating agency or RIMT Member in order to develop and maintain the incident management capabilities of the member and the RIMT. RIMT sponsored training shall be coordinated with TFS staff and receive prior written authorization to conduct such training.

V. **RESPONSIBILITIES**

- A. TFS shall:
 - 1. Recruit and organize the RIMT, according to guidelines prescribed by TFS.
 - 2. Provide administrative, financial and personnel management related to the RIMT and this agreement.
 - 3. Provide training to RIMT Members. Training shall be consistent with the objectives of developing, upgrading and maintaining individual skills, as identified in the position description requirements, necessary to maintain operational readiness.
 - 4. Develop, implement and exercise an internal notification and call-out system for RIMT Members.
 - 5. Provide all tools and equipment necessary to conduct safe and effective incident management operations as listed in the current approved RIMT cache list.
 - 6. Maintain all tools and equipment in the RIMT cache in a ready state.
 - 7. Provide coordination between the State, other relevant governmental and private entities, Employer and RIMT Member.
 - 8. Maintain a primary contact list for all RIMT Members.

9. Maintain personnel files on all members of RIMT for the purpose of documenting training records, emergency notification and other documentation as required by the State.

B. The Employer shall:

1. Maintain a roster of all its personnel participating in RIMT activities.
2. Provide a primary point of contact to TFS for the purpose of notification of RIMT activities.
3. Provide administrative support to employee members of RIMT, i.e. "time off" when fiscally reasonable to do so for RIMT activities such as training, meetings and actual deployments.
4. Submit reimbursement claims within thirty (30) days of official deactivation or completion of TFS/State sponsored RIMT training of the RIMT Member.

C. Member shall:

1. Be physically capable of performing assigned duties required in the position description (PD) requirements for the assigned position.
2. Maintain knowledge, skills and abilities necessary to operate safely and effectively in the assigned position.
3. Maintain support of Employer for participation in RIMT activities.
4. Keep Employer advised of RIMT activities that may require time off from work.
5. Advise RIMT point of contact of any change in notification process, i.e. address or phone number changes.
6. Be available for immediate call-out during the period Member's assigned RIMT is first on the rotation for call-out.
7. Respond immediately to a mobilization request with acceptance or refusal of current mission request and arriving within 2 hours from time of mobilization request to the assigned POA.
8. Maintain all equipment issued by RIMT in a ready state and advising TFS Manager deployed with RIMT of any lost, stolen or damaged items assigned to Member.
9. Be prepared to operate in the disaster environment.
10. Follow the RIMT Code of Conduct in Attachment A.

VI. PROCEDURES

A. Activation

1. Upon request from the State for disaster assistance, and/or determination that pre-positioning the RIMT is prudent, TFS shall request the activation of the RIMT to respond to a designated POA.
2. TFS shall communicate an Alert and/or Activation notice to RIMT Members through the internal paging and call-out system according to the current approved mobilization plan.

B. Mobilization, Deployment and Re-deployment

1. TFS will notify members of activation of RIMT.
2. Upon arrival at the POA, the State representative will provide initial briefings, maps, food, housing and any other items essential to the initial set-up and support of the RIMT.
3. When RIMT is activated, the RIMT, including all necessary equipment, will move to the pre-designated point of departure (POD) for ground or air transportation.
4. The RIMT shall be re-deployed to the original POA upon completion of the RIMT mission.

C. Management

1. TFS will have overall management, command and control of all RIMT resources and operations.
2. Tactical deployment of RIMT will be under the direction of the local Incident Commander and the RIMT Incident Commander assigned to the incident.

VII. TRAINING AND EXERCISES

A. Local RIMT Sponsored Training and Exercises

Periodically RIMT Members will be requested or required to attend local RIMT sponsored training or exercises. Local RIMT sponsored training or exercises shall be performed at the direction, control and funding of the local RIMT in order to develop the technical skills of RIMT Members. Costs associated with this training or exercises will not be reimbursed by TFS or the State.

B. TFS/State Sponsored RIMT Training and Exercises

Periodically RIMT Members will be required and/or invited to attend TFS/State RIMT training and/or exercises. This training and exercises will be performed at

the direction, control and funding of TFS, or the State in order to develop and maintain the incident management capabilities of the RIMT. Allowable travel costs associated with this training will be reimbursed by TFS.

C. Minimum Training Requirements

Member is required to attend a minimum of 50% of the available RIMT training and exercise opportunities provided for the assigned RIMT position. Failure to attend a minimum of 50% of the training opportunities will result in dismissal from the RIMT. Exceptions may be granted at the discretion of the RIMT Incident Commander.

VIII. ADMINISTRATIVE, FINANCIAL AND PERSONNEL MANAGEMENT

A. Reimbursement to Employer

1. TFS will reimburse Employer for all wages identified and allowed in the RIMT Standard Pay Policy (Attachment B). TFS will reimburse all amounts necessary to fund payroll associated costs of state and/or federal disaster deployments.
2. TFS will reimburse Employer for the cost of backfilling while Member is activated. This shall consist of expenses generated by the replacement of a deployed Member on their normally scheduled duty period/day.
3. TFS will reimburse Employer for salaries and backfill expenses of any deployed Member who would be required to return to regularly scheduled duty during the personnel rehabilitation period described in the demobilization order. If the deployed Member's regularly scheduled shift begins or ends within the identified rehabilitation period, Employer may give the deployed Member that time off with pay and backfill his/her position. If Member is not normally scheduled to work during the identified rehabilitation period, then no reimbursement will be made for Member. TFS will determine the personnel rehabilitation period that will apply to each deployment based on the demobilization order for that deployment.
4. TFS will reimburse Employer for reasonable travel expenses associated with Member's travel for RIMT training or deployment. All travel reimbursements will be in accordance with the State of Texas Travel Allowance Guide, published by the Comptroller of Public Accounts.
5. TFS will reimburse Employer for reasonable (as determined by TFS) personal costs associated with Member's participation in a deployment.
6. TFS will reimburse Employer for emergency procurement of RIMT materials, equipment and supplies purchased and consumed by Member in providing requested assistance on a replacement basis. Prior approval by the TFS manager deployed with the RIMT must be obtained and original receipts for such items must be submitted with reimbursement request to TFS.

7. Employer shall submit to TFS all reimbursement requests within 30 days of Member de-activation or completion of TFS/State sponsored training event.

B. Reimbursement of RIMT Member as an Individual Resource

1. TFS will pay an individual resource Member for all wages specified in the RIMT Standard Pay Policy (Attachment B). Payment for these wages will be determined based upon the Member's RIMT position in the most current revision of the RIMT Pay Schedule by Position (Attachment C).
2. TFS will reimburse an individual resource Member for reasonable (as determined by TFS) travel expenses associated with Member's travel for RIMT training or deployment. All travel reimbursements will be in accordance with the State of Texas Travel Allowance Guide, published by the Comptroller of Public Accounts.
3. TFS will reimburse an individual resource Member for reasonable (as determined by TFS) personal costs associated with participation in a deployment.
4. TFS will reimburse an individual resource Member for emergency procurement of RIMT materials, equipment and supplies purchased and consumed by Member in providing requested assistance. Prior approval by the TFS manager deployed with the RIMT must be obtained and original receipts for such items must be submitted with reimbursement request to TFS.
5. Individual resource Member must submit to TFS all reimbursement requests within 30 days of Member de-activation or completion of TFS/State sponsored training event.

C. Medical Care for Injury or Illness

1. If Member incurs an injury or illness during an RIMT training exercise or deployment, TFS will pay for triage medical care to ensure Member is properly treated and medically evaluated. TFS will make a determination as to whether the injury or illness was work related and will notify Employer for proper processing of Workers Compensation claim. Employer will be responsible for handling any additional medical care for work related injuries or illnesses under its Worker Compensation insurance. Member will be responsible for handling any additional medical care for non-work related injuries or illnesses under his/her personal health insurance.

D. Liability

1. It is mutually agreed that TFS, Employer and Member shall each be responsible for their own losses arising out of the performance of this MOU.

E. Reimbursement Process

1. All requests for reimbursement must be submitted using the most current RIMT Travel and Personnel Reimbursement Form (Attachment D).
2. TFS will process payment to Employer or individual resource member for all allowable expenses within 30 days of receipt of the properly completed and supported RIMT Travel and Personnel Reimbursement Form.
3. Neither Member nor Employer will be reimbursed for costs incurred by activations that are outside the scope of this agreement.
4. All financial commitments herein are made subject to availability of funds from the State.

IX. CONDITIONS, AMENDMENTS AND TERMINATION

- A. This MOU may be modified or amended only by the written agreement of all parties.
- B. Any party, upon 30 day written notice, may terminate this MOU.
- C. TFS complies with the provisions of Executive Order 11246 of Sept. 24, 1965, as amended and with the rules, regulations and relevant orders of the Secretary of Labor. To that end, TFS will not discriminate against any employee or Member on the grounds of race, color, religion, sex or national origin. In addition the use of state or federal facilities, services and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality sex, age or economic status.
- D. This MOU is governed by the laws of the State of Texas. Venue for any suits related to this agreement shall be in Brazos County, Texas.

X. POINTS OF CONTACT

TFS

Paul Hannemann
John B. Connally Building
301 Tarrow, Suite 304
College Station, TX 77840
Tel#: 979-458-7344
e-mail: phannemann@tfs.tamu.edu

Employer

Sheriff Greg Hamilton
Travis County Sheriff's Office
PO Box 1748
Austin, TX 78767
Tel#: 512-854-9770
e-mail: greg.hamilton@co.travis.tx.us

Member

Karen P Maxwell
Travis County Sheriff's Office
PO Box 1748
Austin, TX 78767

e-mail: karen.maxwell@co.travis.tx.us

XI. ENTIRE AGREEMENT

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

- Attachment A, RIMT Code of Conduct
- Attachment B, RIMT Standard Pay Policy
- Attachment C, RIMT Pay Schedule by Position (most current revision)
- Attachment D, RIMT Travel and Personnel Reimbursement Form (most current revision)

Employer and Member hereby acknowledge that they have read and understand this entire MOU. All oral or written agreements between the parties hereto relating to the subject matter of this MOU that were made prior to the execution of this MOU have been reduced to writing and are contained herein. Employer and Member agree to abide by all terms and conditions specified herein and certify that the information provided to TFS is true and correct in all respects to the best of their knowledge and belief.

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

TEXAS FOREST SERVICE:

Signature: _____
Name: Tom G. Boggus
Title: Interim Director
Date: _____

PARTICIPATING AGENCY/EMPLOYER

Signature: _____
Name: Greg Hamilton
Title: Sheriff
Date: _____

RIMT MEMBER:

Signature: *Karen P. Maxwell*
Name: Karen P Maxwell
Date: 07.15.09

ATTACHMENT A

RIMT Code of Conduct

- No transportation/use of illegal drugs/alcohol.
- Firearms are authorized to be carried by only current TCLEOSE certified commissioned officers.
- Normal radio protocol used/traffic kept to a minimum.
- Know your chain of command/who you report to.
- Limit procurement of equipment.
- Do not take things without authorization.
- Act professionally.
- Remain ready even when unassigned.
- Recreation limited to unassigned hours.
- Maintain/wear safety gear/clothing.
- Wear proper uniform.
- Remember your actions reflect your organization and RIMT.

ATTACHMENT B

RIMT Standard Pay Policy

I. Scope

The provisions of this policy apply to all members of an RIMT.

II. Purpose

The purpose of this document is to delineate the policy and procedures for payment and/or reimbursement of payroll expenses to include salaries/wages and associated fringe benefits incurred during state activations of a RIMT member (Member).

III. Pay Rate

- A. The Texas Forest Service (TFS) will reimburse Participating Agency/Employer (Employer) for the participation of each Member who is employed by that Employer at the hourly rate or salary identified on the most current payroll printout provided by the Employer requesting salary reimbursement. TFS may also reimburse Employer for the allocable portion of fringe benefits paid to or on behalf of the Member during the period of activation. The actual benefits paid must also be shown on or attached to the Employer payroll printout submitted to TFS.
- B. As an individual resource, members without Employer will be paid at a rate identified with his/her RIMT position on the RIMT Pay Schedule by Position (see Attachment C). The individual resource's 40-hour workweek will begin upon acceptance of the mission. The individual will be paid for the first 40 hours at the standard base rate of pay, and at one and one-half (1½) times for all other hours in that same week. The workweek will consist of seven consecutive workdays to include weekends and holidays.

IV. Work Shift

- A. Every day is considered a workday during the Activation until the Activation is over, and the RIMT returns to its original Point of Assembly. Therefore, Saturday, Sunday, holidays and other scheduled days off are also considered workdays during the period of activation.
- B. Each Employer or individual resource is assured pay for base hours of work, mobilization and demobilization, travel, or standby at the appropriate rate of pay for each workday.

V. Ordered Standby

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

ATTACHMENT C
RIMT PAY SCHEDULE BY POSITION

ICS ID	POSITION TITLE	HOURLY RATE
	COMMAND	
ICT3	INCIDENT COMMANDER TYPE 3	24
IOF3	INFORMATION OFFICER TYPE 3	24
LOFR3	LIAISON OFFICER TYPE 3	24
PIO3	PUBLIC INFORMATION OFFICER 3	24
SOF3	SAFETY OFFICER TYPE 3	24
	OPERATIONS	
DIVS	DIVISION/GROUP SUPERVISOR	24
OSC 3	OPERATIONS SECTION CHIEF TYPE 3	24
STL()	STRIKE TEAM LEADER (CREW, ENGINE, DOZER, MILITARY, or TRACTOR-PLOW)	21
TFLD	TASK FORCE LEADER	21
	PLANNING	
DMOB	DEMOBILIZATION UNIT LEADER	24
PSC3	PLANNING SECTION CHIEF TYPE 3	24
RESL	RESOURCE UNIT LEADER	24
SITL	SITUATION UNIT LEADER	24
	LOGISTICS	
COML	COMMUNICATIONS UNIT LEADER	24
FACL	FACILITIES UNIT LEADER	24
FDUL	FOOD UNIT LEADER	24
GSUL	GROUND SUPPORT UNIT LEADER	24
LSC3	LOGISTICS SECTION CHIEF TYPE 3	24
MEDL	MEDICAL UNIT LEADER	24
SUBD	SUPPORT BRANCH DIRECTOR	26
SPUL	SUPPLY UNIT LEADER	24
SVBD	SERVICE BRANCH DIRECTOR	26
	FINANCE	
COMP	COMPENSATION/CLAIMS UNIT LEADER	24
COST	COST UNIT LEADER	24
FSC3	FINANCE/ADMINISTRATION SECTION CHIEF TYPE 3	24
PROC	PROCUREMENT UNIT LEADER	24
TIME	TIME UNIT LEADER	24

Dated 5/8/09

ATTACHMENT D

MOST CURRENT REVISION OF THE RIMT TRAVEL AND PERSONNEL REIMBURSEMENT FORM



REGIONAL
INCIDENT MANAGEMENT TEAM
TRAVEL AND PERSONNEL
REIMBURSEMENT FORM

INSTRUCTIONS FOR COMPLETING THE FORM

PART 1 - PAYMENT INFORMATION.

- 1.) Please provide a current IRS Form W-9 Request For Taxpayer Identification Number and Certification if this is your first reimbursement request or it has been at least five years since your last request. The Texas Forest Service needs this information to establish a Vendor ID in its accounting system. The Taxpayer Name and Number provided must successfully match the IRS database before the Vendor ID can be established.
- 2.) Upon RIMT Member De-Activation, or completion of a TFS / State Sponsored RIMT Training event, please submit the reimbursement form and all supporting documentation within thirty (30) business days to:

**Texas Forest Service
ATTN Catherine Roggenbuck
301 Tarrow Ste 304
College Station TX 77840-7896
Phone # (979) 458-7350**
- 3.) Please indicate whether or not the reimbursement request is being made by an Agency / Employer or an Individual RIMT Member by checking the appropriate box at the top of the form.
- 4.) Fill in the Payee Name along with the Address to be used for mailing payment. Please provide the Texas Forest Service with a contact name, phone number, and email address in the event there are questions with the reimbursement request.
- 5.) Provide the Name of the Incident or RIMT Training Event along with the beginning and ending dates covered by the reimbursement request.

PART 2 - SALARY / BACKFILL / PAYROLL ASSOCIATED COSTS

- 1.) Please complete the appropriate section of Part 2 based on the type of reimbursement request.
- 2.) Complete the Payroll Calculation Worksheet located in this worksheet as a separate tab.
- 3.) Calculate payroll expenditures for RIMT members activated separate from Backfill employees.
- 4.) Provide copies of OF-288 Emergency FireFighter Time Reports to support the payroll hours reimbursed.
- 5.) Individual RIMT Members will be reimbursed for personnel costs according to Attachment C of the MOU.
- 6.) For Agency / Employer reimbursement requests, please provide copies of employee timesheets indicating the rate of pay and associated payroll-related expenses.
- 7.) See additional instructions provided on the Payroll Calculation Worksheet.

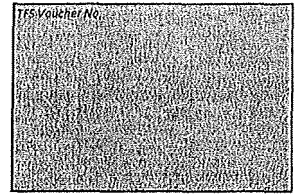
PART 3 - TRAVEL / MILEAGE / SUPPLIES

- 1.) Each RIMT Member will receive a packet during the activation process or on the first day of a sponsored training event. Documents included in the packet are (a) Daily Meals & Lodging Log, (b) Daily Transportation/Mileage Log, and (c) Daily Supply Log. These logs are to be filled out by hand each day. Upon De-Activation, the RIMT Member will total, sign, and submit each log to the contact person listed on the reimbursement form. These individual logs, along with attached receipts, will support the amounts requested for reimbursement. For TFS / State Sponsored Training Events, only the Daily Meals & Lodging Log and the Daily Transportation Log will need to be completed.
- 2.) Please list each RIMT Member along with his/her total Meals & Lodging, Transportation, and/or Supplies reimbursement. Remember to attach the individual logs and receipts (if required) to support the amounts.
- 3.) Please be aware that receipts are required to be turned in with the reimbursement request if supplies were purchased or if fuel cost reimbursement is requested in lieu of mileage.
- 4.) Reimbursement rates for meals, lodging, and mileage are subject to change. See this website: <https://fm.x.cpa.state.tx.us/fm/travel/travelrates.php> for the current rates in effect.
- 5.) See each individual log for additional instructions.

PART 4 - CERTIFICATION

- 1.) Signatures and dates of all parties are required at the bottom of the reimbursement form before the request will be processed for payment.
- 2.) Your signature on this form certifies that the reimbursement request follows the guidelines established in the Memorandum of Understanding between the Texas Forest Service and the Regional Incident Management Team Member and the Participating Agency / Employer.

**REGIONAL
 INCIDENT MANAGEMENT TEAM
 TRAVEL AND PERSONNEL
 REIMBURSEMENT FORM**



PART 1 - PAYMENT INFORMATION

Check One: Participating Agency / Employer Individual Member

Payee Name		FAMIS Vendor ID	
Address			
Street	Town/City	State	Zip
Contact Name		Phone Number	Email Address

Incident/Event	Beg/End Dates
----------------	---------------

PART 2 - SALARY / BACKFILL / PAYROLL ASSOCIATED COSTS

AMOUNT

Please attach a completed Payroll Calculation Worksheet as supporting documentation.

(i) REIMBURSEMENT TO AGENCY / EMPLOYER		
A	Payroll Expenditures for RIMT members during activation	
B	Cost of backfill while RIMT members are activated	
	Subtotal	\$ -
(ii) REIMBURSEMENT TO INDIVIDUAL MEMBER		
	Subtotal	

PART 3 - TRAVEL / MILEAGE / SUPPLIES

AMOUNT

List each RIMT Member separately. Please include the Daily Meal Log, Daily Mileage Log, and Daily Supply Log for each individual. Attach all required receipts to a separate sheet of paper and submit with this form.

	MEALS/LODGING <i>Subject to State of Texas Maximums</i>	TRANSPORTATION <i>Airfare, Car Rental, or Fuel receipts required</i>	SUPPLIES <i>Itemized receipts required</i>	
1				\$ -
2				\$ -
3				\$ -
4				\$ -
5				\$ -
6				\$ -
7				\$ -
8				\$ -
9				\$ -
10				\$ -
			Subtotal	\$ -

PART 4 - CERTIFICATION

I certify that the above services were rendered or goods received; that they correspond in every particular with the contract under which they were procured; that the invoice is true and unpaid; and that the claim was presented to the State within the applicable limitations period.

TOTAL

Signature of Employer or Individual Member _____ Date _____ TFS Accounts Payable Approval _____ Date _____

\$

TFS IMT Departmental Authorization _____ Date _____ FAMIS Coding (SL-SA-OBJ Code) _____

NOTE: Signature and supporting documentation are required; incomplete reimbursement forms will delay payment.



NAME OF AGENCY / EMPLOYER OR INDIVIDUAL

INCIDENT NAME

(I.) REIMBURSEMENT TO AGENCY / EMPLOYER

A. PAYROLL EXPENDITURES FOR RIMT MEMBERS DURING ACTIVATION

Instructions:

- 1.) Use this section if you are an Employer / Agency and paid employees activated during an RIMT incident.
- 2.) Indicate the Incident Name on the line at the top of this page.
- 3.) List the names of the employees activated along with the date range. For each individual, fill in the amounts for regular pay, overtime pay, and associated payroll benefits paid to the employee while the employee was on assignment.
- 4.) Additional columns are provided for other payroll-related benefits not specifically listed. Only include benefit costs associated while the employee was activated on an RIMT assignment.
- 5.) Provide copies of the employee's OF-288 Emergency FireFighter Time Report to support the hours worked on assignment. Also, provide an Employer/Agency payroll timesheet for the period indicated to support Regular Pay and Benefits.
- 6.) Carry the Total of this section to the RIMT Travel and Reimbursement Form Part 2 - (I)A.

	NAME	DATE RANGE	REGULAR PAY			OVERTIME PAY			PAYROLL-ASSOCIATED BENEFITS WHILE EMPLOYEE IS ACTIVATED									
			HOURS	RATE	SALARY	HOURS	RATE	SALARY	FICA	MEDICAL	LIFE	DENTAL						
1					-			-										
2					-			-										
3					-			-										
4					-			-										
5					-			-										
					\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

RIMT REIMB FORM
PART 2 - (I) A
\$ -

B. COST OF BACKFILL WHILE RIMT MEMBERS ARE ACTIVATED

Instructions:

- 1.) Use this section if you are an Employer/Agency and incurred backfill costs while paid employees were activated during an RIMT incident.
- 2.) Indicate the Incident Name on the line at the top of this page.
- 3.) List the names of the employees paid, along with the date range. For each individual, fill in the amounts for regular pay, overtime pay, and associated payroll benefits paid to the employee used for backfill.
- 4.) Additional columns are provided for other payroll-related benefits not specifically listed. Include all benefit costs associated with backfill while an employee was activated on an RIMT assignment.
- 5.) Provide an Employer/Agency payroll timesheet for the period indicated to support the Regular Pay, Overtime Pay, and Associated Benefits paid to backfill an activated employee.
- 6.) Carry the total of this section to the RIMT Travel and Reimbursement Form Part 2 - (I)B.

	NAME	DATE RANGE	REGULAR PAY			OVERTIME PAY			PAYROLL-ASSOCIATED BENEFITS WHILE EMPLOYEE IS ACTIVATED									
			HOURS	RATE	SALARY	HOURS	RATE	SALARY	FICA	MEDICAL	LIFE	DENTAL						
1					-			-										
2					-			-										
3					-			-										
4					-			-										
5					-			-										
					\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

RIMT REIMB FORM
PART 2 - (I) B
\$ -

(II.) REIMBURSEMENT TO AN INDIVIDUAL RIMT MEMBER

Instructions:

- 1.) Use this section if you are an Individual RIMT member activated during an RIMT incident.
- 2.) Indicate the Incident Name on the line at the top of this page.
- 3.) Indicate the date range of service to the RIMT incident. Provide your Position Title. Use the hourly rate found in Attachment C of the MOU as the rate of reimbursement.
- 4.) Provide copies of your OF-288 Emergency FireFighter Time Report to support the hours worked on assignment.
- 5.) Carry the total of this section to the RIMT Travel and Reimbursement Form Part 2 - (II).

	NAME	DATE RANGE	POSITION TITLE	REGULAR PAY		
				HOURS	RATE	SALARY
1						-

RIMT REIMB FORM
PART 2 - (II)
\$ -



REGIONAL
INCIDENT MANAGEMENT TEAM
DAILY MEALS & LODGING LOG

NAME _____

INCIDENT _____

Instructions:

- 1.) Please enter the date and the actual dollar amount spent for breakfast, lunch, and dinner. If provided, mark N/A.
- 2.) Please enter any lodging expense incurred during a TFS/State sponsored training event. Lodging will be provided during incidents.
- 3.) The daily reimbursement rate for meals and lodging is subject to a maximum rate set by the Texas Comptroller's Office.
See this website: <https://fm.xcpa.state.tx.us/fm/travel/travelrates.php> for the current rates in effect.
- 4.) Please attach an itemized hotel receipt for any Lodging expense to be reimbursed. Meal Receipts are not required.
- 5.) The Agency is not allowed to reimburse alcoholic beverage purchases.
- 6.) This log should be completed by hand and included with the request for reimbursement.
- 7.) Upon De-Activation, or completion of a TFS/State sponsored training event please Total, Sign and Date the bottom of this log.

	DATE	BREAKFAST	LUNCH	DINNER	LODGING	TOTAL
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
					TOTAL	\$

Signature of RIMT Member _____

Date _____



REGIONAL
INCIDENT MANAGEMENT TEAM
TRANSPORTATION (or FUEL) LOG

NAME _____

INCIDENT _____

Instructions:

- 1.) Please enter the cost of airfare and/or car rental expenses incurred to attend a TFS/State sponsored training event. An e-ticket and/or car rental receipt is required.
- 2.) Please enter each new day's starting and ending odometer reading to be reimbursed for mileage. This does not apply for car rentals.
- 3.) Indicate the destination and purpose of the travel being reimbursed.
- 4.) If you prefer to be reimbursed for fuel costs only, put N/A for the odometer reading and list the fuel expense under the Miles Driven column.
Attach fuel receipts to a separate piece of paper and submit them with this log for reimbursement.
- 5.) The reimbursement rate is based on the State of Texas standard mileage rate and is subject to change.
See this website: <https://fmv.cpa.state.tx.us/fm/travel/travelrates.php> for the current rate in effect.
- 6.) This log should be completed by hand and included with the request for reimbursement.
- 7.) Upon De-Activation, or completion of a TFS/State sponsored training event please Total, Sign and Date the bottom of this log.

	DATE	AIRFARE	CAR RENTAL	STARTING ODOMETER	ENDING ODOMETER	MILES DRIVEN	DESTINATION AND PURPOSE OF TRAVEL
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
	SUB-TOTAL	\$	\$		SUB-TOTAL	\$ /mi	\$

To calculate the total mileage reimbursement: a.) Sum the Miles Driven by day and b.)
Multiply the total miles driven by the current State of Texas standard mileage rate in effect.

TOTAL	\$
-------	----

Signature of RIMT Member _____

Date _____



**REGIONAL
INCIDENT MANAGEMENT TEAM
DAILY SUPPLY LOG**

NAME _____

INCIDENT _____

Instructions:

- 1.) Please enter the date, dollar amount, description, and justification for any supplies or equipment purchased for the incident.
- 2.) Obtain proper approval before purchasing any supplies or equipment.
- 3.) Supplies or equipment purchased without the proper authority will not be reimbursed.
- 4.) Itemized Receipts are required. Please attach receipts to a separate piece of paper and submit with this log.
- 5.) This log should be completed by hand and included with the request for reimbursement.
- 6.) Upon De-Activation, please Total, Sign and Date the bottom of this log.

	DATE	DESCRIPTION OF ITEM PURCHASED	AMOUNT	JUSTIFICATION FOR PURCHASE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
		TOTAL	\$.	

Signature of RIMT Member _____

Date _____

**Memorandum of Understanding
Between
The Texas Forest Service
And
Regional Incident Management Team Member
And
The Participating Agency/Employer**

This Memorandum of Understanding (MOU) is entered into this _____ day of _____, 2009 by and between the **Texas Forest Service**, a member of The Texas A&M University System, an agency of the state of Texas (TFS) and Regional Incident Management Team (RIMT) Member **Margaret H “Meg” Seville** (Member) and the Participating Agency/Employer **Travis County Sheriff’s Office** (Employer).

I. PURPOSE

To delineate responsibilities and procedures for RIMT activities under the authority of the State of Texas Emergency Management Plan.

II. SCOPE

The provisions of this MOU apply to RIMT activities performed at the request of the State of Texas. The scope of this agreement also includes training activities mandated by the State of Texas and TFS to maintain RIMT operational readiness.

III. PERIOD OF PERFORMANCE

This Contract shall begin as of the date of the last signature and shall terminate August 31, 2012, unless terminated earlier in accordance with section IX.B.

IV. DEFINITIONS

- A. Activation: The process of mobilizing RIMT Members to deploy to a designated incident or event site. When the RIMT responds to such a mobilization request, the Member is required to arrive with all equipment and personal gear to the designated Point of Assembly (POA) within two hours of activation notice. The time at which the RIMT Member receives a request for activation and verbally accepts the mission will be considered the time at which personnel costs to be charged to RIMT activities shall begin.
- B. Alert: The process of informing RIMT Members that an event has occurred and that RIMT may be activated at some point within the next 24-48 hours.
- C. De-Activation: The process of de-mobilizing RIMT Members upon notification from the State to stand down.
- D. Director: The Director of TFS.

- E. Member: An individual who has been formally accepted into an RIMT, meeting all requirements for skills and knowledge, and is in good standing with regard to compliance with necessary training and fitness.
- F. Participating Agency/Employer: The RIMT Member's employer who, by execution of this MOU, has provided official support of the Member's involvement in the RIMT.
- G. State: For the purpose of this MOU, the State of Texas through the Governor's Division of Emergency Management (GDEM).
- H. RIMT: An integrated collection of personnel and equipment meeting standardized capability criteria for addressing incident management needs during disasters.
- I. TFS/State Sponsored RIMT Training and Exercises: Training and/or exercises performed at the direction, control and funding of TFS and/or the State.
- J. Local RIMT Sponsored Training and Exercises: Training and/or exercises performed at the direction, control and funding of a participating agency or RIMT Member in order to develop and maintain the incident management capabilities of the member and the RIMT. RIMT sponsored training shall be coordinated with TFS staff and receive prior written authorization to conduct such training.

V. RESPONSIBILITIES

- A. TFS shall:
 - 1. Recruit and organize the RIMT, according to guidelines prescribed by TFS.
 - 2. Provide administrative, financial and personnel management related to the RIMT and this agreement.
 - 3. Provide training to RIMT Members. Training shall be consistent with the objectives of developing, upgrading and maintaining individual skills, as identified in the position description requirements, necessary to maintain operational readiness.
 - 4. Develop, implement and exercise an internal notification and call-out system for RIMT Members.
 - 5. Provide all tools and equipment necessary to conduct safe and effective incident management operations as listed in the current approved RIMT cache list.
 - 6. Maintain all tools and equipment in the RIMT cache in a ready state.
 - 7. Provide coordination between the State, other relevant governmental and private entities, Employer and RIMT Member.
 - 8. Maintain a primary contact list for all RIMT Members.

9. Maintain personnel files on all members of RIMT for the purpose of documenting training records, emergency notification and other documentation as required by the State.

B. The Employer shall:

1. Maintain a roster of all its personnel participating in RIMT activities.
2. Provide a primary point of contact to TFS for the purpose of notification of RIMT activities.
3. Provide administrative support to employee members of RIMT, i.e. "time off" when fiscally reasonable to do so for RIMT activities such as training, meetings and actual deployments.
4. Submit reimbursement claims within thirty (30) days of official deactivation or completion of TFS/State sponsored RIMT training of the RIMT Member.

C. Member shall:

1. Be physically capable of performing assigned duties required in the position description (PD) requirements for the assigned position.
2. Maintain knowledge, skills and abilities necessary to operate safely and effectively in the assigned position.
3. Maintain support of Employer for participation in RIMT activities.
4. Keep Employer advised of RIMT activities that may require time off from work.
5. Advise RIMT point of contact of any change in notification process, i.e. address or phone number changes.
6. Be available for immediate call-out during the period Member's assigned RIMT is first on the rotation for call-out.
7. Respond immediately to a mobilization request with acceptance or refusal of current mission request and arriving within 2 hours from time of mobilization request to the assigned POA.
8. Maintain all equipment issued by RIMT in a ready state and advising TFS Manager deployed with RIMT of any lost, stolen or damaged items assigned to Member.
9. Be prepared to operate in the disaster environment.
10. Follow the RIMT Code of Conduct in Attachment A.

VI. PROCEDURES

A. Activation

1. Upon request from the State for disaster assistance, and/or determination that pre-positioning the RIMT is prudent, TFS shall request the activation of the RIMT to respond to a designated POA.
2. TFS shall communicate an Alert and/or Activation notice to RIMT Members through the internal paging and call-out system according to the current approved mobilization plan.

B. Mobilization, Deployment and Re-deployment

1. TFS will notify members of activation of RIMT.
2. Upon arrival at the POA, the State representative will provide initial briefings, maps, food, housing and any other items essential to the initial set-up and support of the RIMT.
3. When RIMT is activated, the RIMT, including all necessary equipment, will move to the pre-designated point of departure (POD) for ground or air transportation.
4. The RIMT shall be re-deployed to the original POA upon completion of the RIMT mission.

C. Management

1. TFS will have overall management, command and control of all RIMT resources and operations.
2. Tactical deployment of RIMT will be under the direction of the local Incident Commander and the RIMT Incident Commander assigned to the incident.

VII. TRAINING AND EXERCISES

A. Local RIMT Sponsored Training and Exercises

Periodically RIMT Members will be requested or required to attend local RIMT sponsored training or exercises. Local RIMT sponsored training or exercises shall be performed at the direction, control and funding of the local RIMT in order to develop the technical skills of RIMT Members. Costs associated with this training or exercises will not be reimbursed by TFS or the State.

B. TFS/State Sponsored RIMT Training and Exercises

Periodically RIMT Members will be required and/or invited to attend TFS/State RIMT training and/or exercises. This training and exercises will be performed at

the direction, control and funding of TFS, or the State in order to develop and maintain the incident management capabilities of the RIMT. Allowable travel costs associated with this training will be reimbursed by TFS.

C. Minimum Training Requirements

Member is required to attend a minimum of 50% of the available RIMT training and exercise opportunities provided for the assigned RIMT position. Failure to attend a minimum of 50% of the training opportunities will result in dismissal from the RIMT. Exceptions may be granted at the discretion of the RIMT Incident Commander.

VIII. ADMINISTRATIVE, FINANCIAL AND PERSONNEL MANAGEMENT

A. Reimbursement to Employer

1. TFS will reimburse Employer for all wages identified and allowed in the RIMT Standard Pay Policy (Attachment B). TFS will reimburse all amounts necessary to fund payroll associated costs of state and/or federal disaster deployments.
2. TFS will reimburse Employer for the cost of backfilling while Member is activated. This shall consist of expenses generated by the replacement of a deployed Member on their normally scheduled duty period/day.
3. TFS will reimburse Employer for salaries and backfill expenses of any deployed Member who would be required to return to regularly scheduled duty during the personnel rehabilitation period described in the demobilization order. If the deployed Member's regularly scheduled shift begins or ends within the identified rehabilitation period, Employer may give the deployed Member that time off with pay and backfill his/her position. If Member is not normally scheduled to work during the identified rehabilitation period, then no reimbursement will be made for Member. TFS will determine the personnel rehabilitation period that will apply to each deployment based on the demobilization order for that deployment.
4. TFS will reimburse Employer for reasonable travel expenses associated with Member's travel for RIMT training or deployment. All travel reimbursements will be in accordance with the State of Texas Travel Allowance Guide, published by the Comptroller of Public Accounts.
5. TFS will reimburse Employer for reasonable (as determined by TFS) personal costs associated with Member's participation in a deployment.
6. TFS will reimburse Employer for emergency procurement of RIMT materials, equipment and supplies purchased and consumed by Member in providing requested assistance on a replacement basis. Prior approval by the TFS manager deployed with the RIMT must be obtained and original receipts for such items must be submitted with reimbursement request to TFS.

7. Employer shall submit to TFS all reimbursement requests within 30 days of Member de-activation or completion of TFS/State sponsored training event.

B. Reimbursement of RIMT Member as an Individual Resource

1. TFS will pay an individual resource Member for all wages specified in the RIMT Standard Pay Policy (Attachment B). Payment for these wages will be determined based upon the Member's RIMT position in the most current revision of the RIMT Pay Schedule by Position (Attachment C).
2. TFS will reimburse an individual resource Member for reasonable (as determined by TFS) travel expenses associated with Member's travel for RIMT training or deployment. All travel reimbursements will be in accordance with the State of Texas Travel Allowance Guide, published by the Comptroller of Public Accounts.
3. TFS will reimburse an individual resource Member for reasonable (as determined by TFS) personal costs associated with participation in a deployment.
4. TFS will reimburse an individual resource Member for emergency procurement of RIMT materials, equipment and supplies purchased and consumed by Member in providing requested assistance. Prior approval by the TFS manager deployed with the RIMT must be obtained and original receipts for such items must be submitted with reimbursement request to TFS.
5. Individual resource Member must submit to TFS all reimbursement requests within 30 days of Member de-activation or completion of TFS/State sponsored training event.

C. Medical Care for Injury or Illness

1. If Member incurs an injury or illness during an RIMT training exercise or deployment, TFS will pay for triage medical care to ensure Member is properly treated and medically evaluated. TFS will make a determination as to whether the injury or illness was work related and will notify Employer for proper processing of Workers Compensation claim. Employer will be responsible for handling any additional medical care for work related injuries or illnesses under its Worker Compensation insurance. Member will be responsible for handling any additional medical care for non-work related injuries or illnesses under his/her personal health insurance.

D. Liability

1. It is mutually agreed that TFS, Employer and Member shall each be responsible for their own losses arising out of the performance of this MOU.

E. Reimbursement Process

1. All requests for reimbursement must be submitted using the most current RIMT Travel and Personnel Reimbursement Form (Attachment D).
2. TFS will process payment to Employer or individual resource member for all allowable expenses within 30 days of receipt of the properly completed and supported RIMT Travel and Personnel Reimbursement Form.
3. Neither Member nor Employer will be reimbursed for costs incurred by activations that are outside the scope of this agreement.
4. All financial commitments herein are made subject to availability of funds from the State.

IX. CONDITIONS, AMENDMENTS AND TERMINATION

- A. This MOU may be modified or amended only by the written agreement of all parties.
- B. Any party, upon 30 day written notice, may terminate this MOU.
- C. TFS complies with the provisions of Executive Order 11246 of Sept. 24, 1965, as amended and with the rules, regulations and relevant orders of the Secretary of Labor. To that end, TFS will not discriminate against any employee or Member on the grounds of race, color, religion, sex or national origin. In addition the use of state or federal facilities, services and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality sex, age or economic status.
- D. This MOU is governed by the laws of the State of Texas. Venue for any suits related to this agreement shall be in Brazos County, Texas.

X. POINTS OF CONTACT

TFS

Paul Hannemann
John B. Connally Building
301 Tarrow, Suite 304
College Station, TX 77840
Tel#: 979-458-7344
e-mail: phannemann@tfs.tamu.edu

Employer

Sheriff Greg Hamilton
Travis County Sheriff's Office
PO Box 1748
Austin, TX 78767
Tel#: 512-854-9770
e-mail: greg.hamilton@co.travis.tx.us

Member

Margaret H Seville
Travis County Sheriff's Office
PO Box 1748
Austin, TX 78767
e-mail: meg.seville@co.travis.tx.us

XI. ENTIRE AGREEMENT

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

- Attachment A, RIMT Code of Conduct
- Attachment B, RIMT Standard Pay Policy
- Attachment C, RIMT Pay Schedule by Position (most current revision)
- Attachment D, RIMT Travel and Personnel Reimbursement Form (most current revision)

Employer and Member hereby acknowledge that they have read and understand this entire MOU. All oral or written agreements between the parties hereto relating to the subject matter of this MOU that were made prior to the execution of this MOU have been reduced to writing and are contained herein. Employer and Member agree to abide by all terms and conditions specified herein and certify that the information provided to TFS is true and correct in all respects to the best of their knowledge and belief.

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

TEXAS FOREST SERVICE:

Signature: _____
Name: Tom G. Boggus
Title: Interim Director
Date: _____

PARTICIPATING AGENCY/EMPLOYER

Signature: _____
Name: Greg Hamilton
Title: Sheriff
Date: _____

RIMT MEMBER:

Signature: Margaret H. Seville
Name: Margaret H Seville
Date: July 15, 2009

ATTACHMENT A

RIMT Code of Conduct

- No transportation/use of illegal drugs/alcohol.
- Firearms are authorized to be carried by only current TCLEOSE certified commissioned officers.
- Normal radio protocol used/traffic kept to a minimum.
- Know your chain of command/who you report to.
- Limit procurement of equipment.
- Do not take things without authorization.
- Act professionally.
- Remain ready even when unassigned.
- Recreation limited to unassigned hours.
- Maintain/wear safety gear/clothing.
- Wear proper uniform.
- Remember your actions reflect your organization and RIMT.

ATTACHMENT B

RIMT Standard Pay Policy

I. Scope

The provisions of this policy apply to all members of an RIMT.

II. Purpose

The purpose of this document is to delineate the policy and procedures for payment and/or reimbursement of payroll expenses to include salaries/wages and associated fringe benefits incurred during state activations of a RIMT member (Member).

III. Pay Rate

- A. The Texas Forest Service (TFS) will reimburse Participating Agency/Employer (Employer) for the participation of each Member who is employed by that Employer at the hourly rate or salary identified on the most current payroll printout provided by the Employer requesting salary reimbursement. TFS may also reimburse Employer for the allocable portion of fringe benefits paid to or on behalf of the Member during the period of activation. The actual benefits paid must also be shown on or attached to the Employer payroll printout submitted to TFS.
- B. As an individual resource, members without Employer will be paid at a rate identified with his/her RIMT position on the RIMT Pay Schedule by Position (see Attachment C). The individual resource's 40-hour workweek will begin upon acceptance of the mission. The individual will be paid for the first 40 hours at the standard base rate of pay, and at one and one-half (1½) times for all other hours in that same week. The workweek will consist of seven consecutive workdays to include weekends and holidays.

IV. Work Shift

- A. Every day is considered a workday during the Activation until the Activation is over, and the RIMT returns to its original Point of Assembly. Therefore, Saturday, Sunday, holidays and other scheduled days off are also considered workdays during the period of activation.
- B. Each Employer or individual resource is assured pay for base hours of work, mobilization and demobilization, travel, or standby at the appropriate rate of pay for each workday.

V. Ordered Standby

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

ATTACHMENT C

RIMT PAY SCHEDULE BY POSITION

ICS ID	POSITION TITLE	HOURLY RATE
	COMMAND	
ICT3	INCIDENT COMMANDER TYPE 3	24
IOF3	INFORMATION OFFICER TYPE 3	24
LOFR3	LIAISON OFFICER TYPE 3	24
PIO3	PUBLIC INFORMATION OFFICER 3	24
SOF3	SAFETY OFFICER TYPE 3	24
	OPERATIONS	
DIVS	DIVISION/GROUP SUPERVISOR	24
OSC 3	OPERATIONS SECTION CHIEF TYPE 3	24
STL()	STRIKE TEAM LEADER (CREW, ENGINE, DOZER, MILITARY, or TRACTOR-PLOW)	21
TFLD	TASK FORCE LEADER	21
	PLANNING	
DMOB	DEMOBILIZATION UNIT LEADER	24
PSC3	PLANNING SECTION CHIEF TYPE 3	24
RESL	RESOURCE UNIT LEADER	24
SITL	SITUATION UNIT LEADER	24
	LOGISTICS	
COML	COMMUNICATIONS UNIT LEADER	24
FACL	FACILITIES UNIT LEADER	24
FDUL	FOOD UNIT LEADER	24
GSUL	GROUND SUPPORT UNIT LEADER	24
LSC3	LOGISTICS SECTION CHIEF TYPE 3	24
MEDL	MEDICAL UNIT LEADER	24
SUBD	SUPPORT BRANCH DIRECTOR	26
SPUL	SUPPLY UNIT LEADER	24
SVBD	SERVICE BRANCH DIRECTOR	26
	FINANCE	
COMP	COMPENSATION/CLAIMS UNIT LEADER	24
COST	COST UNIT LEADER	24
FSC3	FINANCE/ADMINISTRATION SECTION CHIEF TYPE 3	24
PROC	PROCUREMENT UNIT LEADER	24
TIME	TIME UNIT LEADER	24

Dated 5/8/09

ATTACHMENT D

MOST CURRENT REVISION OF THE RIMT TRAVEL AND PERSONNEL REIMBURSEMENT FORM



REGIONAL
INCIDENT MANAGEMENT TEAM
TRAVEL AND PERSONNEL
REIMBURSEMENT FORM

INSTRUCTIONS FOR COMPLETING THE FORM

PART 1 - PAYMENT INFORMATION.

- 1.) Please provide a current IRS Form W-9 Request For Taxpayer Identification Number and Certification if this is your first reimbursement request or it has been at least five years since your last request. The Texas Forest Service needs this information to establish a Vendor ID in its accounting system. The Taxpayer Name and Number provided must successfully match the IRS database before the Vendor ID can be established.
- 2.) Upon RIMT Member De-Activation, or completion of a TFS / State Sponsored RIMT Training event, please submit the reimbursement form and all supporting documentation within thirty (30) business days to:

**Texas Forest Service
ATTN Catherine Roggenbuck
301 Tarrow Ste 304
College Station TX 77840-7896
Phone # (979) 458-7350**
- 3.) Please indicate whether or not the reimbursement request is being made by an Agency / Employer or an Individual RIMT Member by checking the appropriate box at the top of the form.
- 4.) Fill in the Payee Name along with the Address to be used for mailing payment. Please provide the Texas Forest Service with a contact name, phone number, and email address in the event there are questions with the reimbursement request.
- 5.) Provide the Name of the Incident or RIMT Training Event along with the beginning and ending dates covered by the reimbursement request.

PART 2 - SALARY / BACKFILL / PAYROLL ASSOCIATED COSTS

- 1.) Please complete the appropriate section of Part 2 based on the type of reimbursement request.
- 2.) Complete the Payroll Calculation Worksheet located in this worksheet as a separate tab.
- 3.) Calculate payroll expenditures for RIMT members activated separate from Backfill employees.
- 4.) Provide copies of OF-288 Emergency FireFighter Time Reports to support the payroll hours reimbursed.
- 5.) Individual RIMT Members will be reimbursed for personnel costs according to Attachment C of the MOU.
- 6.) For Agency / Employer reimbursement requests, please provide copies of employee timesheets indicating the rate of pay and associated payroll-related expenses.
- 7.) See additional instructions provided on the Payroll Calculation Worksheet.

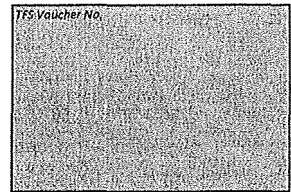
PART 3 - TRAVEL / MILEAGE / SUPPLIES

- 1.) Each RIMT Member will receive a packet during the activation process or on the first day of a sponsored training event. Documents included in the packet are (a) Daily Meals & Lodging Log, (b) Daily Transportation/Mileage Log, and (c) Daily Supply Log. These logs are to be filled out by hand each day. Upon De-Activation, the RIMT Member will total, sign, and submit each log to the contact person listed on the reimbursement form. These individual logs, along with attached receipts, will support the amounts requested for reimbursement. For TFS / State Sponsored Training Events, only the Daily Meals & Lodging Log and the Daily Transportation Log will need to be completed.
- 2.) Please list each RIMT Member along with his/her total Meals & Lodging, Transportation, and/or Supplies reimbursement. Remember to attach the individual logs and receipts (if required) to support the amounts.
- 3.) Please be aware that receipts are required to be turned in with the reimbursement request if supplies were purchased or if fuel cost reimbursement is requested in lieu of mileage.
- 4.) Reimbursement rates for meals, lodging, and mileage are subject to change. See this website: <https://fm.x.cpa.state.tx.us/fm/travel/travelrates.php> for the current rates in effect.
- 5.) See each individual log for additional instructions.

PART 4 - CERTIFICATION

- 1.) Signatures and dates of all parties are required at the bottom of the reimbursement form before the request will be processed for payment.
- 2.) Your signature on this form certifies that the reimbursement request follows the guidelines established in the Memorandum of Understanding between the Texas Forest Service and the Regional Incident Management Team Member and the Participating Agency / Employer.

**REGIONAL
 INCIDENT MANAGEMENT TEAM
 TRAVEL AND PERSONNEL
 REIMBURSEMENT FORM**



PART 1 - PAYMENT INFORMATION

Check One: Participating Agency / Employer Individual Member

Payee Name		FAMIS Vendor ID	
Address			
Street	Town/City	State	Zip
Name		Phone Number	Email Address

Incident/Event	Beg/End Dates
----------------	---------------

PART 2 - SALARY / BACKFILL / PAYROLL ASSOCIATED COSTS

Please attach a completed Payroll Calculation Worksheet as supporting documentation.

	AMOUNT
(i) REIMBURSEMENT TO AGENCY / EMPLOYER	
A Payroll Expenditures for RIMT members during activation	
B Cost of backfill while RIMT members are activated	
Subtotal	\$ -
(ii) REIMBURSEMENT TO INDIVIDUAL MEMBER	
Subtotal	

PART 3 - TRAVEL / MILEAGE / SUPPLIES

List each RIMT Member separately. Please include the Daily Meal Log, Daily Mileage Log, and Daily Supply Log for each individual. Attach all required receipts to a separate sheet of paper and submit with this form.

	MEALS/LODGING	TRANSPORTATION	SUPPLIES	AMOUNT
	Subject to State of Texas Maximums	Airfare, Car Rental, or Fuel receipts required	Itemized receipts required	
1				\$ -
2				\$ -
3				\$ -
4				\$ -
5				\$ -
6				\$ -
7				\$ -
8				\$ -
9				\$ -
10				\$ -
Subtotal				\$ -

PART 4 - CERTIFICATION

I certify that the above services were rendered or goods received; that they correspond in every particular with the contract under which they were procured; that the invoice is true and unpaid; and that the claim was presented to the State within the applicable limitations period.

Signature of Employer or Individual Member _____ Date _____ TFS Accounts Payable Approval _____ Date _____

TOTAL

\$ -

TFS IMT Departmental Authorization _____ Date _____ FAMIS Coding (SL-SA-OB) Code _____

NOTE: Signature and supporting documentation are required; incomplete reimbursement forms will delay payment.



NAME OF AGENCY / EMPLOYER OR INDIVIDUAL

INCIDENT NAME

(I.) REIMBURSEMENT TO AGENCY / EMPLOYER

A. PAYROLL EXPENDITURES FOR RIMT MEMBERS DURING ACTIVATION

Instructions:

- 1.) Use this section if you are an Employer / Agency and paid employees activated during an RIMT incident.
- 2.) Indicate the Incident Name on the line at the top of this page.
- 3.) List the names of the employees activated along with the date range. For each individual, fill in the amounts for regular pay, overtime pay, and associated payroll benefits paid to the employee while the employee was on assignment.
- 4.) Additional columns are provided for other payroll-related benefits not specifically listed. Only include benefit costs associated while the employee was activated on an RIMT assignment.
- 5.) Provide copies of the employee's OF-288 Emergency FireFighter Time Report to support the hours worked on assignment. Also, provide an Employer/Agency payroll timesheet for the period indicated to support Regular Pay and Benefits.
- 6.) Carry the Total of this section to the RIMT Travel and Reimbursement Form Part 2 - (I)A.

	NAME	DATE RANGE	REGULAR PAY			OVERTIME PAY			PAYROLL-ASSOCIATED BENEFITS WHILE EMPLOYEE IS ACTIVATED									
			HOURS	RATE	SALARY	HOURS	RATE	SALARY	FICA	MEDICAL	LIFE	DENTAL						
1					-			-										
2					-			-										
3					-			-										
4					-			-										
5					-			-										
					\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

RIMT REIMB FORM
PART 2 - (I) A
\$ -

B. COST OF BACKFILL WHILE RIMT MEMBERS ARE ACTIVATED

Instructions:

- 1.) Use this section if you are an Employer/Agency and incurred backfill costs while paid employees were activated during an RIMT incident.
- 2.) Indicate the Incident Name on the line at the top of this page.
- 3.) List the names of the employees paid, along with the date range. For each individual, fill in the amounts for regular pay, overtime pay, and associated payroll benefits paid to the employee used for backfill.
- 4.) Additional columns are provided for other payroll-related benefits not specifically listed. Include all benefit costs associated with backfill while an employee was activated on an RIMT assignment.
- 5.) Provide an Employer/Agency payroll timesheet for the period indicated to support the Regular Pay, Overtime Pay, and Associated Benefits paid to backfill an activated employee.
- 6.) Carry the total of this section to the RIMT Travel and Reimbursement Form Part 2 - (I)B.

	NAME	DATE RANGE	REGULAR PAY			OVERTIME PAY			PAYROLL-ASSOCIATED BENEFITS WHILE EMPLOYEE IS ACTIVATED									
			HOURS	RATE	SALARY	HOURS	RATE	SALARY	FICA	MEDICAL	LIFE	DENTAL						
1					-			-										
2					-			-										
3					-			-										
4					-			-										
5					-			-										
					\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

RIMT REIMB FORM
PART 2 - (I) B
\$ -

(II.) REIMBURSEMENT TO AN INDIVIDUAL RIMT MEMBER

Instructions:

- 1.) Use this section if you are an Individual RIMT member activated during an RIMT incident.
- 2.) Indicate the Incident Name on the line at the top of this page.
- 3.) Indicate the date range of service to the RIMT incident. Provide your Position Title. Use the hourly rate found in Attachment C of the MOU as the rate of reimbursement.
- 4.) Provide copies of your OF-288 Emergency FireFighter Time Report to support the hours worked on assignment.
- 5.) Carry the total of this section to the RIMT Travel and Reimbursement Form Part 2 - (II).

	NAME	DATE RANGE	POSITION TITLE	REGULAR PAY		
				HOURS	RATE	SALARY
1						-

RIMT REIMB FORM
PART 2 - (II)
\$ -



**REGIONAL
INCIDENT MANAGEMENT TEAM
DAILY MEALS & LODGING LOG**

NAME _____

INCIDENT _____

Instructions:

- 1.) Please enter the date and the actual dollar amount spent for breakfast, lunch, and dinner. If provided, mark N/A.
- 2.) Please enter any lodging expense incurred during a TFS/State sponsored training event. Lodging will be provided during incidents.
- 3.) The daily reimbursement rate for meals and lodging is subject to a maximum rate set by the Texas Comptroller's Office.
See this website: <https://fm.xcpa.state.tx.us/fm/travel/travelrates.php> for the current rates in effect.
- 4.) Please attach an itemized hotel receipt for any Lodging expense to be reimbursed. Meal Receipts are not required.
- 5.) The Agency is not allowed to reimburse alcoholic beverage purchases.
- 6.) This log should be completed by hand and included with the request for reimbursement.
- 7.) Upon De-Activation, or completion of a TFS/State sponsored training event please Total, Sign and Date the bottom of this log.

	DATE	BREAKFAST	LUNCH	DINNER	LODGING	TOTAL
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
						TOTAL
						\$

Signature of RIMT Member _____

Date _____



REGIONAL
INCIDENT MANAGEMENT TEAM
TRANSPORTATION (or FUEL) LOG

NAME _____

INCIDENT _____

Instructions:

- 1.) Please enter the cost of airfare and/or car rental expenses incurred to attend a TFS/State sponsored training event. An e-ticket and/or car rental receipt is required.
- 2.) Please enter each new day's starting and ending odometer reading to be reimbursed for mileage. This does not apply for car rentals.
- 3.) Indicate the destination and purpose of the travel being reimbursed.
- 4.) If you prefer to be reimbursed for fuel costs only, put N/A for the odometer reading and list the fuel expense under the Miles Driven column.
Attach fuel receipts to a separate piece of paper and submit them with this log for reimbursement.
- 5.) The reimbursement rate is based on the State of Texas standard mileage rate and is subject to change.
See this website: <https://fm.xcpa.state.tx.us/fm/travel/travelrates.php> for the current rate in effect.
- 6.) This log should be completed by hand and included with the request for reimbursement.
- 7.) Upon De-Activation, or completion of a TFS/State sponsored training event please Total, Sign and Date the bottom of this log.

	DATE	AIRFARE	CAR RENTAL	STARTING ODOMETER	ENDING ODOMETER	MILES DRIVEN	DESTINATION AND PURPOSE OF TRAVEL
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
	SUB-TOTAL	\$.	\$.		SUB-TOTAL	\$ /mi	\$.

To calculate the total mileage reimbursement: a.) Sum the Miles Driven by day and b.)
Multiply the total miles driven by the current State of Texas standard mileage rate in effect.

TOTAL	\$.
--------------	------

Signature of RIMT Member _____

Date _____



**REGIONAL
INCIDENT MANAGEMENT TEAM
DAILY SUPPLY LOG**

NAME _____

INCIDENT _____

Instructions:

- 1.) Please enter the date, dollar amount, description, and justification for any supplies or equipment purchased for the incident.
- 2.) Obtain proper approval before purchasing any supplies or equipment.
- 3.) Supplies or equipment purchased without the proper authority will not be reimbursed.
- 4.) Itemized Receipts are required. Please attach receipts to a separate piece of paper and submit with this log.
- 5.) This log should be completed by hand and included with the request for reimbursement.
- 6.) Upon De-Activation, please Total, Sign and Date the bottom of this log.

	DATE	DESCRIPTION OF ITEM PURCHASED	AMOUNT	JUSTIFICATION FOR PURCHASE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
		TOTAL	\$.	

Signature of RIMT Member _____

Date _____

Travis County Commissioners Court Agenda Request

Meeting Date: July 28, 2009

I. A. Requestor: Judge Biscoe & County Attorney Phone # 854-9555

B. Specific Agenda Language:

CONSIDER AND TAKE APPROPRIATE ACTION ON AN INTERLOCAL AGREEMENT WITH THE CITY OF AUSIN FOR MONITORING OF COMPLIANCE WITH THE TERMS OF THE TRAVIS COUNTY AGREEMENT WITH EGP MANAGEMENT, L.L.C.

C. Sponsor: _____
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

Mary Etta Gerhardt - 49513	

RECEIVED COUNTY JUDGE'S OFFICE 09 JUL 21 PM 4:28

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant

Human Resources Department (854-9165)

- A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Travis County Code - Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

DAVID A. ESCAMILLA
COUNTY ATTORNEY

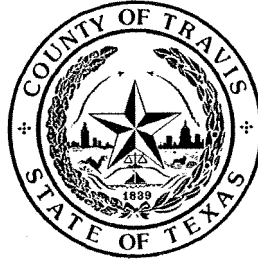
RANDY T. LEAVITT
FIRST ASSISTANT

JAMES W. COLLINS
EXECUTIVE ASSISTANT

314 W. 11TH, STREET
GRANGER BLDG., SUITE 420
AUSTIN, TEXAS 78701

P. O. BOX 1748
AUSTIN, TEXAS 78767

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



TRANSACTIONS DIVISION

JOHN C. HILLE, JR., DIRECTOR †

BARBARA J. WILSON

MARY ETTA GERHARDT

TOM NUCKOLS *

TAMARA ARMSTRONG

JAMES M. CONNOLLY

TENLEY A. ALDREDGE

JULIE JOE

† Member of the College
of the State Bar of Texas
*Board Certified
Commercial Real Estate Law
Texas Board of Legal Specialization

July 21, 2009

Honorable Samuel T. Biscoe
Travis County Judge
P. O. Box 1748
Austin, Texas 78767

RE: Interlocal Between the City of Austin and
Travis County - Domain Monitoring

Dear Judge Biscoe:

Enclosed are six (6) originals of the Interlocal between the City and County for monitoring of compliance under the Domain Agreement. Please consider this letter as approval as to legal form and proceed to place this matter on the Court's agenda. If the Court approves this agreement, I will then forward the signed documents to the City Attorney for processing for City signatures.

If you have any questions, please feel free to contact me at 854-9176.

Sincerely,

Mary Etta Gerhardt
Assistant County Attorney

RECEIVED OFFICE
COUNTY JUDGE'S
09 JUL 21 PM 2:56

INTERLOCAL COOPERATION ACT AGREEMENT
Between The
CITY OF AUSTIN AND TRAVIS COUNTY

This Interlocal Agreement (Agreement) is entered into by the following parties: the City of Austin, a municipal corporation and political subdivision of the State of Texas (City), and Travis County, a political subdivision of the State of Texas (County), collectively referred to as "Parties."

RECITALS

This Agreement is an interlocal agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

Each party represents 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 acknowledge and agree that each Party paying for the performance of governmental functions or services will make those payments from current revenues available to that Party.

Recognizing the importance of pooling resources, minimizing duplicative efforts and increasing efficiency by jointly monitoring compliance with economic development agreements between the Parties and Simon Property Group, Inc. (Company) relating to employment information for the Domain shopping center (Domain), the City of Austin and Travis County agree to enter into this Agreement as follows:

1.0 Term

1.1 Initial Term. This Agreement is effective July 1, 2009, when executed by both Parties, with the Initial Term of this Agreement beginning July 1, 2009, and ending June 30, 2010.

1.2 Renewal Term(s). Following the Initial Term, the Agreement shall automatically renew on July 1 of each year thereafter for additional one-year terms unless earlier terminated by the Parties pursuant to the Agreement or until the respective agreements of the Parties with the Company are terminated.

1.3 Funding Limitation. It is the intent and understanding of the Parties that the obligations under this Agreement are effective only so long as, and provided that, any Party providing funds for this Agreement has fully appropriated those funds for its obligations for its current fiscal year. If for any fiscal year funds are not appropriated for any Party's performance under this Agreement, this Agreement shall become void and the Party shall promptly give notice to the other Party of the non-appropriation of funds.

2.0 Obligations of Each Party

2.1 Travis County Agreement. Travis County has entered into an agreement entitled "Economic Development Agreement between Travis County and EGP Management, L.L.C." (Travis County Agreement). Effective January 16, 2006, EGP Management L.L.C. assigned its rights and obligations under the Travis County Agreement to Company. City acknowledges that it has received a copy of the Travis County Agreement. Should County amend the Travis County Agreement, it will provide a true and correct copy of that amendment to City no later than ten (10) days after the amendment is executed by both Parties.

2.2 Travis County Agreement Requirements. Under Section 5.1.1(c) of the Travis County Agreement, Company agrees that no later than twelve (12) months after the completion date of the project described in the County Agreement (Project), a minimum of 1,100 permanent full-time equivalent jobs will be filled within the Project. Pursuant to Section 5.2 of the Travis County Agreement, Company agrees to provide certain reports to Travis County and to allow the County to monitor and audit the findings of all reports as necessary to confirm compliance with the agreement. Pursuant to Section 5.9 of the Travis County Agreement, Company agrees to provide certain access and monitoring rights to Travis County.

2.3 Designation of County Authorized Representative. Travis County hereby designates the City as one of its "authorized representatives" under Section 5.9.2, and will advise Company of such in order for City to have access and to conduct monitoring of the employment requirements of the Travis County Agreement. This in no way limits the ability of County to execute independent monitoring visits as desired by County.

2.4 County Information. Travis County agrees to provide information it receives from Company relating to permanent full-time equivalent jobs filled and other relevant employment information at the Project to the City of Austin.

2.5 City Monitoring. City agrees to conduct compliance monitoring and independent verification of job creation and employment obligations as set forth in Section 4.d of the Chapter 380 Economic Development Agreement between City of Austin and Company and as set forth in the Travis County Agreement (as stated above) as agreed upon by City and County.

2.6 Independent Third Party Review. City further agrees to provide an independent third party review of information gathered pursuant to the City's rights and obligations under its agreement with Company and the information it gathers pursuant to County's designation of City as an authorized representative authorized to gather and monitor employment information for City and County relating to verification of full-time equivalent job creation at the Project. County shall be advised as to the independent third party selected by City and may accept such third party or terminate this Agreement.

2.7 Timely Reporting. All review, monitoring and reporting shall be done in a timely manner as agreed upon by City and County, subject to the Company providing reports and information as described in Sections 5.2 and 5.9 of the Travis County Agreement, that the County Agreement requires confirming Company's compliance.

2.8 Accurate Information. City will make best efforts to ensure that the City's reports, data and information submitted to County under this Agreement will be accurate, reliable and verifiable.

3.0 Payments

3.1 City Responsibilities. City is the only Party responsible for payment of costs relating to the independent third party review of information gathered relating to verification of job creation and employment obligations at the Project. The Parties agree that there will be no monetary compensation for the services provided under this Agreement.

4.0 Termination

4.1 Material Breach. Notice of any claims of material breach and the intent to terminate this Agreement because of that breach shall be given in writing to the other Party, identifying the breach claimed with particularity, and stating the time permitted for cure, such time to be commercially and legally reasonable. The notice of claim of breach is sufficient to constitute termination of this Agreement should cure not be accomplished during the time specified. Without waiving any legal rights, the Parties agree to voluntary mediation of any disputes.

4.2 Other Termination. Notwithstanding any other term or condition, this Agreement may be terminated by any one of the Parties by giving written notice to the other parties no later than thirty (30) days prior to the end of any term of the Agreement or with sixty (60) days written notice at any time during the Agreement Term.

5.0 Notices

5.1 Method of Notice. Any notices to be given under this Agreement are considered delivered (i) upon personal service to the person designated in this Agreement for the notice; (ii) within three (3) days of deposit if mailed by first-class United States mail, postage prepaid, registered or certified, and addressed to the person designated; or (iii) one business day after being sent for overnight delivery by a reputable commercial courier having the ability to track shipping and delivery of the notices. In cases where there is an emergency or other need to give immediate notice, the party providing notice may fax or email that notice to the person designated, provided a written copy of the notice is also delivered promptly to that designated person by one of the three other means identified in this paragraph.

5.2 Contact Person. The Parties designate the following persons for receipt of notice:

If to City of Austin: City of Austin
301 W. 2nd Street
Suite 2030
Austin, Texas 78701
Attention: Rodney Gonzales
Acting Director, Economic Growth and Redevelopment Services
Phone Number: 512/974-2313

If to Travis County: Rodney Rhoades
Executive Manager, Travis County Planning and Budget
P.O. Box 1748
Austin, Texas 78767
Phone Number: 512/854-9106

5.3 Change of Contact Person. The Parties may change the person designated for receipt of notice from time to time by giving notice in writing, and identifying the new person by his/her name, title, address for notice, fax number, email address, and phone number.

6.0 Miscellaneous

6.1 Complete Agreement. This is the complete agreement by and between the Parties for this Agreement. It supersedes any other agreement or understanding between the Parties, written or oral, and any other commitments, promises, undertakings, understandings, proposals or representations of the Parties to each other, written or oral, concerning the subject matter of this Agreement.

6.2 Amendment in Writing. This Agreement may be modified only in writing duly executed by each Party. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall be binding on the Parties unless made in writing and duly executed by each Party. The Parties acknowledge that only the Commissioners Court is authorized to execute changes in the Agreement for Travis County.

6.3 Liability. Neither Party shall be liable for any claims, damages or attorney fees arising from any negligence or unlawful acts of the other Party or its employees in relation to this Agreement.

6.4 Compliance. The Parties agree that all performance under this Agreement shall be provided and performed in compliance with the Constitution of the United States and Texas, and with all applicable federal, state and local orders, laws,

regulations, rules, policies and certifications governing any activities undertaken pursuant to the terms of this Agreement.

6.5 Immunity or Defense. It is expressly understood and agreed by all Parties that neither the execution of this Agreement, nor any conduct or any representative of City or County relating to this Agreement shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to that entity against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

6.6 Independent Contractor. The relationship of the City and County under this Agreement is not and shall not be construed or interpreted to be a joint enterprise or joint venture. The Parties expressly agree that each Party is an independent contractor, and that each Party assumes all of the rights, obligations and liabilities applicable to it as an independent contractor and that no employee of either Party shall be considered an employee, agent or representative of the other Party so as to gain any rights against the other Party pursuant to that Party's personnel policies.

6.7 Law and Venue. This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement shall be performable in the City or Austin, Texas, or in Travis County, Texas. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Agreement will take place in Travis County and the City of Austin.

6.8 Waiver. No payment, act or omission by either Party may constitute or be construed as a waiver of any breach or default of either Party which then exists or may subsequently exist.

6.9 Binding Agreement. This Agreement shall be binding upon the successors, assigns, administrators and legal representatives of the Parties to this Agreement.

AGREED AND APPROVED:

CITY OF AUSTIN

By: _____
Marc A. Ott, City Manager

Date: _____

Approved -Legal:

Date: _____

TRAVIS COUNTY

By: _____
Samuel T. Biscoe, Travis County Judge

Date: _____

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

31 ✓

RECEIVED
COUNTY JUDGE'S OFFICE

09 JUL 21 PM 4:32

Voting Session: July 28, 2009

I. A. Request made by: PATRICIA A. YOUNG BROWN Phone #: 978-8155
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION ON A LEASE BETWEEN WILLIE G. RODRIGUEZ AND THE TRAVIS COUNTY HEALTHCARE DISTRICT FOR 110 CHALMERS, SUITES B & C, AUSTIN, TEXAS 78702.

C. Approved by: _____
Signature of Commissioner or Judge

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

Tenley Aldredge, Assistant Travis County Attorney, 854-9450
Sherri Fleming, HHS&VS Executive Manager, 854-4100

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)
 Additional funding for any department or for any purpose
 Transfer of existing funds within or between any line item
 Grant

Human Resources Department (854-9165)
 Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)
 Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)
 Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 3:00pm on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

Travis County Commissioners Court Agenda Request

Meeting Date: July 28, 2009

I. A. Requestor: Commissioner Precinct 3 Phone # 854-9333

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE APPOINTMENT OF EDWARD WALKER TO THE EMERGENCY SERVICES DISTRICT #8 BOARD.

RECEIVED
COUNTY JUDGE'S OFFICE
09 JUL 21 PM 1:08

C. Sponsor: *Karen Huber*
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

DANNY HOBBY	854-4416

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant

Human Resources Department (854-9165)

- A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Travis County Code - Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

EDWARD T. WALKER
100 Ronay Drive North
Briarcliff, Texas 78669-2024

email: _____

I respectfully request consideration for selection to the Board of Directors, Emergency Service District 8. My wife, Jean, and I are homeowners and have resided in Briarcliff for over seven years. I am fully retired except for my volunteer activities and would be able to devote significant time and effort to the duties and responsibilities of a board member.

My qualifications for selection include the following:

EDUCATION: BS, U.S. NAVAL ACADEMY, 1960; MBA, AUBURN, 1973.

LEADERSHIP: 25-year naval career, primarily in the Submarine Service. At sea experience included two Executive Officer tours and one Commanding Officer tour. Significant shore assignments included Chief Staff Officer of largest U. S. Naval Base in Japan and Chief of Staff for the central portion of the Naval Recruiting Command.

BUSINESS EXPERIENCE: 15-year sales position for the oldest promotional products company in Dallas; 12 years as Vice President, Sales.

BOARD EXPERIENCE:

Briarcliff Property Owners Association:

Member, Board of Directors, 2003-2009

Secretary, one year.

President, four years.

Church:

Chair, Admin Council, 2006-2008, Bee Creek UMC, Spicewood

Vice Chair, Admin Council, 2004-2005, Bee Creek UMC, Spicewood

Elder, Presbyterian Church, 1986-1988, 1999-2001, Dallas

Clerk of Session, Presbyterian Church, 1989-1997, Dallas

National Exchange Club (for the Prevention of Child Abuse):

Texas District Director, 1997-2000, Dallas

Park Cities Exchange Club Board of Directors, 1993-1996

President, one year

Secretary, one year

North Dallas Chamber of Commerce

Member, Board of Directors, 1999-2001

Chair, New Member Indoctrination Committee, 1998-2001

Chair, Membership Committee, 1995-1998

Company Representative, 1989-2001

I am available for interview at your convenience.

Travis County Commissioners Court Agenda Request

Voting Session: July 28, 2009
(Date)

Work Session _____
(Date)

I. A. Request made by: Joseph P. Gieselman, Executive Manager Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: Consider and take appropriate action on purchase contract with Betty Kallestad for the acquisition of property on Whirlaway St.
(Executive session pursuant to Tex. Gov't Code Section 551.072.)

C. Approved by: Margaret J. Gomez
Margaret Gomez, Commissioner Precinct 4

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight (8) copies of agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

Melinda Mallia, TNR 854-9383	Charles Bergh, TNR 854-9383
Julie Joe, CA 854-9415	Jon White, TNR 854-9383
Stacey Scheffel, TNR 854-9383	Tom Weber, TNR 854-9383
Chris Gilmore, CA 854-9415	

III. Required Authorizations: Please check if applicable:

- Planning and Budget Office (854-9106)
- _____ Additional funding for any department or for any purpose
- _____ Transfer of existing funds within or between any line item budget
- _____ Grant
- Human Resources Department (854-9165)
- _____ A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (854-9700)
- _____ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (854-9415)
- Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGES OFFICE
09 JUL 20 PM 3:38

AGENDA REQUEST DEADLINE: This Agenda Request complete with the backup memorandum and exhibits should be submitted to the County Judges Office no later than 5:00 PM on Monday for the following weeks meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

Travis County Commissioners Court Agenda Request

COUNTY JUDGE'S OFFICE RECEIVED

Voting Session 07/28/09
(Date)

Working Session 09/22
(Date) PM 1:12

I. A. Request made by: **COUNTY ATTORNEY (Tim Labadie)** Phone: **854-5864**
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

Consider and take appropriate action concerning the settlement offer regarding charges for STAR Flight services rendered to Joseph Petrucelli (Executive Session also, pursuant to Tex. Gov't Code § 551.071(1)(B)).

C. Approved by: _____
Signature of Commissioner(s) or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies for agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them.

Danny Hobby 854-9367

III. Required Authorizations: Please check if applicable:

A. Planning and Budget Office (854-9106)

_____ Additional funding for any department or for any purpose
_____ Transfer of existing funds within or between any line item budget
_____ Grant

B. Human Resources Department (854-9165)

_____ A change in your department's personnel (reclassifications, etc.)

C. Purchasing Office

_____ Bid, Purchase Contract, Request for Proposal, Procurement

D. County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

C2



Travis County Commissioners Court Agenda Request

Meeting Date: July 28, 2009

I. A. Requestor: Commissioner Precinct 3 Phone # 854-9333

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE REAPPOINTMENT OF MIKE CLAYPOOL TO THE EMERGENCY SERVICES DISTRICT #8 BOARD.

RECEIVED
COUNTY JUDGE'S OFFICE
09 JUL 21 PM 1:08

C. Sponsor: *Karen Huber*
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

DANNY HOBBY	854-4416

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant

Human Resources Department (854-9165)

- A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Travis County Code - Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

Travis County Commissioners Court Agenda Request

Meeting Date: July 28, 2009

I. A. Requestor: Commissioner Precinct 3 Phone # 854-9333

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE REAPPOINTMENT OF CARL JOHNSON TO THE EMERGENCY SERVICES DISTRICT #9 BOARD.

RECEIVED COUNTY JUDGE'S OFFICE
07 JUL 21 PM 1:08

C. Sponsor: Karen Huber
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

DANNY HOBBY	854-4416

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant

Human Resources Department (854-9165)

- A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Travis County Code - Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

Travis County Commissioners Court Agenda Request

Meeting Date: July 28, 2009

I. A. Requestor: Commissioner Precinct 3 Phone # 854-9333

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE REAPPOINTMENT OF STEVE WILSON TO THE EMERGENCY SERVICES DISTRICT #9 BOARD.

C. Sponsor: Karen Huber
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

DANNY HOBBY	854-4416

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COUNTY JUDGE'S OFFICE
09 JUL 21 PM 1:08

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant

Human Resources Department (854-9165)

- A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Travis County Code - Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

Travis County Commissioners Court Agenda Request

Meeting Date: July 28, 2009

I. A. Requestor: Commissioner Precinct 3 Phone # 854-9333

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE REAPPOINTMENT OF TOM STEVENSON TO THE EMERGENCY SERVICES DISTRICT #14 BOARD

RECEIVED
COUNTY JUDGES OFFICE
JUL 21 PM 1:08

C. Sponsor: Karen Huber
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

DANNY HOBBY	854-4416

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant

Human Resources Department (854-9165)

- A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Travis County Code - Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.