

Travis County Commissioners Court Agenda Request

Meeting Date: October 6, 2009

I. A. Requestor: Judge Biscoe Phone # 854-9555

B. Specific Agenda Language:

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

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.

RECEIVED
COUNTY JUDGE'S OFFICE
09 SEP 29 AM 10:53

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.

Resolution

DRAFT



RESOLUTION AUTHORIZING COUNTY GRANT

TEXAS DEPARTMENT OF AGRICULTURE
HOME-DELIVERED MEAL GRANT PROGRAM

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE MEMBERS OF THE TRAVIS COUNTY COMMISSIONERS COURT, do hereby certify that Travis County has made a grant to the Organization in the amount of \$115,026.00, to be used between the 1st day of January, 2009 and the 31st day of December, 2009; that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability; and that Travis County has approved the Organization's accounting system or fiscal agent.

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

Signed and entered this 6th day of October, 2009.

SAMUEL T. BISCOE
Travis County Judge

RON DAVIS
Commissioner, Pct. 1

SARAH ECKHARDT
Commissioner, Pct. 2

KAREN L. HUBER
Commissioner, Pct. 3

MARGARET J. GÓMEZ
Commissioner, Pct. 4

2

Travis County Commissioners Court Agenda Request

Voting Session : October 6, 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:

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

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)

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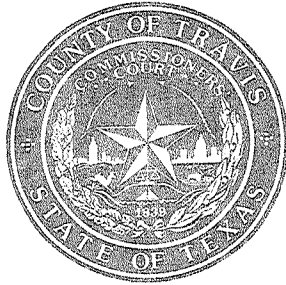
County Attorney's Office (854-9415)

- Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
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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 Commissioners Court



DRAFT

Resolution

WHEREAS, the youth and volunteers of any community are its greatest natural resource;

WHEREAS, 4-H is one of the largest youth organizations in Texas, with nearly one in every 10 Texas youth involved in 4-H;

WHEREAS, 4-H in Texas claims over 658,810 youth members and over 42,500 adult and youth volunteers, while Travis County's 4-H program numbers over 20,000 members and over 400 volunteers;

WHEREAS, 4-H, as part of Texas AgriLife Extension Service, is a program where youth learn together in all kinds of projects, events and activities; and,

WHEREAS, 4-H has been helping youth and adults learn, grow and work together for more than one hundred years.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE TRAVIS COUNTY COMMISSIONERS COURT, DO HEREBY PROCLAIM OCTOBER 4 - 10, 2009, AS

"TRAVIS COUNTY 4-H WEEK"

AND URGE THE PEOPLE OF THIS COMMUNITY TO TAKE ADVANTAGE OF THE OPPORTUNITY TO BECOME MORE AWARE OF THIS SPECIAL PROGRAM WHICH GIVES YOUTH THE CHANCE TO LEARN TOGETHER AND ON THEIR OWN AS PART OF TRAVIS COUNTY 4-H, AND TO JOIN US IN RECOGNIZING THE UNIQUE PARTNERSHIP BETWEEN TRAVIS COUNTY AND THE TEXAS A&M UNIVERSITY SYSTEM.

SIGNED AND ENTERED THIS _____ DAY OF OCTOBER 2008.

SAMUEL T. BISCOE
COUNTY JUDGE

RON DAVIS
COMMISSIONER, PRECINCT 1

SARAH ECKHARDT
COMMISSIONER, PRECINCT 2

KAREN HUBER
COMMISSIONER, PRECINCT 3

MARGARET J. GOMEZ
COMMISSIONER, PRECINCT 4

3

Travis County Commissioners Court Agenda Request

Voting Session : October 6, 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:

Approve Resolution Welcoming and Recognizing the National Forum for Black Public Administrators (NFBPA), NFBPA's Central Texas Chapter, and Future Focus for Hosting the OUTLOOK 2009 Regional Conference in Travis County.

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:

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Human Resources Department (854-9165)

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

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- Bid, Purchase Contract, Request for Proposal, Procurement

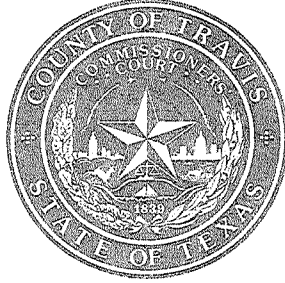
County Attorney's Office (854-9415)

- Contract, Agreement, Policy & Procedure

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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 Commissioners Court



DRAFT

Resolution

WHEREAS, on October 8-10, 2009, the National Forum for Black Public Administrators (NFBPA) hosts the regional OUTLOOK 2009 Conference at the Austin Convention Center;

WHEREAS, Travis County would like to welcome the over 500 participants to OUTLOOK 2009's Regional Conference;

WHEREAS, OUTLOOK 2009 convenes public administrators from diverse backgrounds, experiences, education, and interests to continue important dialogues, networking, and sharing of best practices;

WHEREAS, participants to the Conference will attend workshops that assist city, county, state and federal public administrators to meet the multitude of challenges facing their communities across our country;

WHEREAS, OUTLOOK 2009 provides the opportunity to continue educating public administrators engaged in leading their communities to meet the challenge of finding new sources of sustainable energy, implementing green initiatives, recruiting and retaining a highly skilled customer-centric workforce, and mentoring the next generation of public administrators; and

WHEREAS, OUTLOOK 2009, hosted by the National Forum for Black Public Administrators, the Central Texas Chapter, and Future Focus is dedicated to improving the skills and knowledge of those entrusted to lead our communities now and into the future.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE MEMBERS OF THE TRAVIS COUNTY COMMISSIONERS COURT, DO HEREBY RECOGNIZE, ENCOURAGE AND VALUE THE EFFORTS OF THE NATIONAL FORUM FOR BLACK PUBLIC ADMINISTRATORS, THEIR CENTRAL TEXAS CHAPTER, AND FUTURE FOCUS, AND OFFER THIS RESOLUTION IN THANKS FOR THE COMMITMENT TO THE PROFESSIONAL DEVELOPMENT OF PUBLIC ADMINISTRATORS, AND PLEDGE CONTINUED SUPPORT IN THEIR ENDEAVORS TO IMPROVE THE LIVES OF TRAVIS COUNTY RESIDENTS THROUGH EXEMPLARY PUBLIC SERVICE.

SIGNED AND ENTERED THIS _____ DAY OF OCTOBER 2009.

SAMUEL T. BISCOE
COUNTY JUDGE

RON DAVIS
COMMISSIONER, PRECINCT 1

SARAH ECKHARDT
COMMISSIONER, PRECINCT 2

KAREN HUBER
COMMISSIONER, PRECINCT 3

MARGARET J. GÓMEZ
COMMISSIONER, PRECINCT 4

4

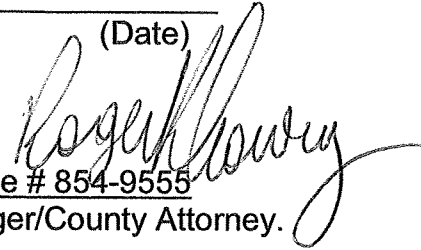
Travis County Commissioners Court Agenda Request

Voting Session October 6, 2009
(Date)

Work Session _____
(Date)

I. Request made by:

Roger A. El-Khoury, M.S., P.E., Director, Facilities Mgmt. Phone # 854-9555
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 \$460,114.14, for the period of September 18, 2009 to September 24, 2009.

Approved by: _____
Signature of Commissioner or County Judge

II. Additional Information:

- A. Backup memorandum is attached.
- B. Affected agencies and officials.

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)

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TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: October 6, 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: September 18, 2009 to September 24, 2009

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$460,114.14

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 \$460,114.14.

Please see the attached reports for supporting detail information.

TRAVIS COUNTY
HOSPITAL AND INSURANCE FUND
SUPPORTING DETAIL FOR THE
WEEKLY REIMBURSEMENT REQUEST TO
COMMISSIONERS COURT
FOR THE PAYMENT PERIOD
SEPTEMBER 18, 2009 TO SEPTEMBER 24, 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

DATE: October 6, 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: September 18, 2009
 TO: September 24, 2009

REIMBURSEMENT REQUESTED: \$ 460,114.14

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,260,674.46
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: September 29, 2009	\$ (800,560.49)
Adjust to balance per UHC	\$ -
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 460,114.14
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 460,114.14

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

All claims over \$25,000 (1 this week totaling \$84,360.35) 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 (\$68,714.59) 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 \$69,416.55.

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.

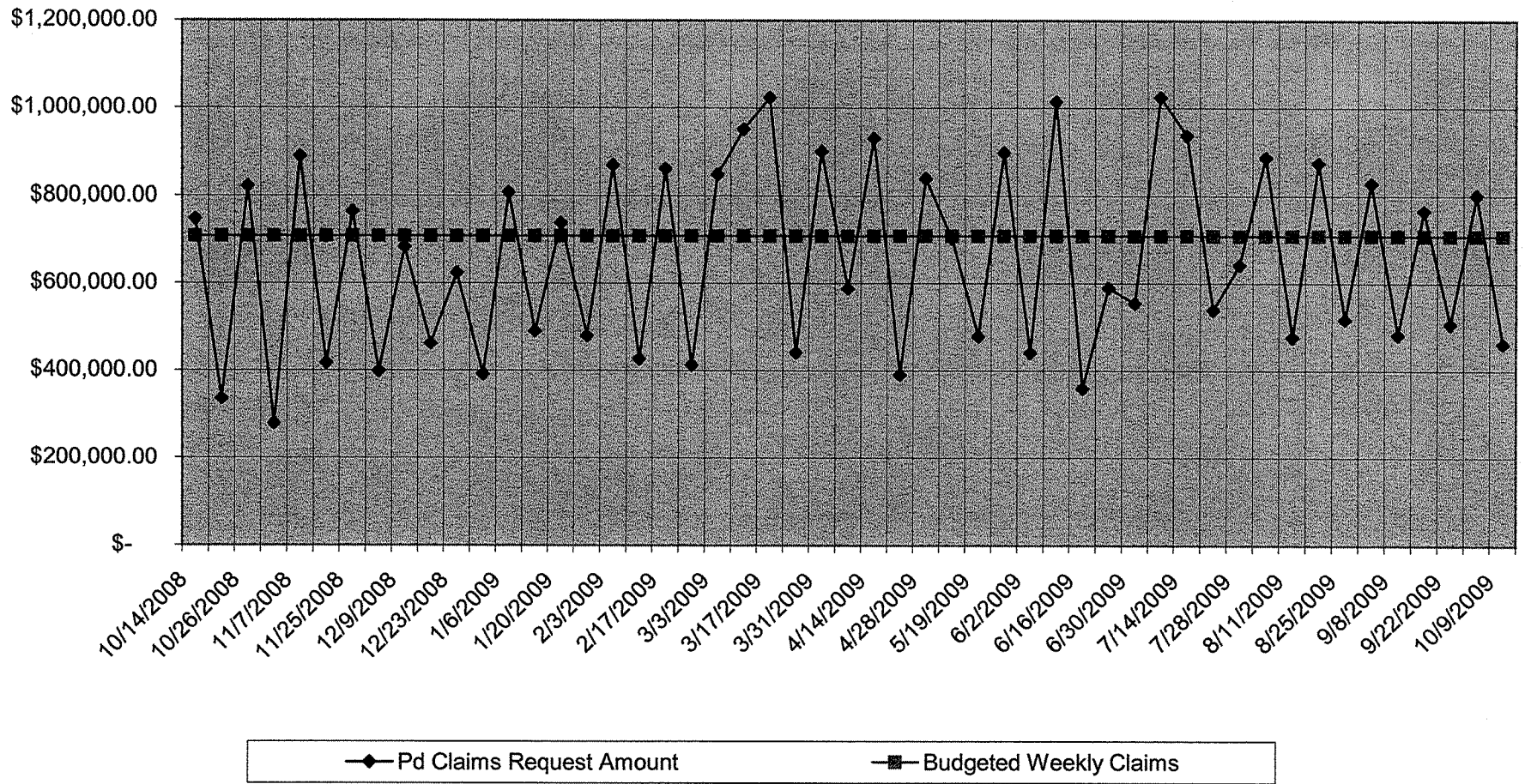
Dan Mansour 9/25/09
 Dan Mansour, Risk Manager Date

Cindy Purinton 9-25-09
 Cindy Purinton, Benefit Contract Administrator Date

Norman McRee 9/25/09
 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



Last Updated 10-1-09 at 4:57pm **TRAVIS COUNTY EMPLOYEE BENEFIT PLAN**
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
7/17/09-7/23/09	8/4/2009	\$ 885,761.53	\$ 708,314.75	1	\$ 47,338.30
7/24/09-7/30/09	8/11/2009	\$ 475,109.52	\$ 708,314.75	1	\$ 51,607.41
7/31/09-8/6/09	8/18/2009	\$ 872,998.39	\$ 708,314.75	4	\$ 144,890.30
8/7/09-8/13/09	8/25/2009	\$ 516,025.43	\$ 708,314.75	0	\$ -
8/14/09-8/20/09	9/1/2009	\$ 826,948.05	\$ 708,314.75	2	\$ 65,470.03
8/21/09-8/27/09	9/8/2009	\$ 480,650.42	\$ 708,314.75	2	\$ 71,776.54
8/28/09-9/3/09	9/15/2009	\$ 765,056.86	\$ 708,314.75	1	\$ 29,357.00
9/4/09-9/10/09	9/22/2009	\$ 505,071.81	\$ 708,071.81	2	\$ 82,210.86
09/11/09-09/17/09	9/29/2009	\$ 800,560.49	\$ 708,071.81	2	\$ 57,073.00
09/18/09-09/24/09	10/9/2009	\$ 460,114.14	\$ 708,071.81	1	\$ 84,360.35

Paid and Budgeted Claims - to date	\$ 33,547,692.50	\$ 36,123,323.43
Amount Under Budget		\$ (2,575,630.93)

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

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2009_09_24

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	-80.26	NN	SSN0000	AL		0 9/15/2009	600	9/21/2009	9/24/2009
701254	632	-150		26 153057	AE		6 9/18/2009	50	9/23/2009	9/24/2009
701254	632	-177.24	NN	SSN0000	AL		0 9/17/2009	600	9/23/2009	9/24/2009
701254	632	-426.5	NN	SSN0000	AL		0 9/21/2009	600	9/25/2009	9/24/2009
701254	632	-450		26 152849	AA		1 9/18/2009	50	9/23/2009	9/24/2009
701254	632	-456.25	UV	24805584	AH		5 9/16/2009	50	9/22/2009	9/24/2009
701254	632	-822.36	NN	SSN0000	AL		0 9/15/2009	600	9/21/2009	9/24/2009
701254	632	-881.05	UW	66520852	AA		6 9/18/2009	50	9/24/2009	9/24/2009
701254	632	-1623.76	NN	SSN0000	AL		0 9/15/2009	600	9/21/2009	9/24/2009
701254	632	-1629.64		26 153384	AH		1 9/18/2009	50	9/23/2009	9/24/2009
701254	632	-3091.15	NN	SSN0000	AL		0 9/18/2009	600	9/24/2009	9/24/2009
701254	632	-3179.43	RC	60093375	AH		1 6/8/2009	50	9/22/2009	9/24/2009
701254	632	-3232.89	UW	11467022	AI		16 12/3/2008	50	9/23/2009	9/24/2009
701254	632	-5540.17	NN	SSN0000	AL		0 9/15/2009	600	9/21/2009	9/24/2009
701254	632	-6866.34	NN	SSN0000	AL		0 9/21/2009	600	9/25/2009	9/24/2009
701254	632	-8208.07	NN	SSN0000	AL		0 9/18/2009	600	9/24/2009	9/24/2009
701254	632	-8508.14		26 152822	AH		6 9/18/2009	50	9/23/2009	9/24/2009
701254	632	-10660.58		26 152831	AH		1 9/18/2009	50	9/23/2009	9/24/2009
701254	632	-13332.86	NN	SSN0000	AL		0 9/21/2009	600	9/25/2009	9/24/2009

460,114.14

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 09/24/2009

<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: 9/24/2009

TYPE	MEMBER TYPE	TRANS_AMT
<i>CEPO</i>		
EE		
	526-1145-522.45-28	78,785.68
RR		
	526-1145-522.45-29	3,461.08
Total CEPO		\$82,246.76
<i>EPO</i>		
EE		
	526-1145-522.45-20	64,367.44
RR		
	526-1145-522.45-21	23,556.67
Total EPO		\$87,924.11
<i>PPO</i>		
EE		
	526-1145-522.45-25	284,610.24
RR		
	526-1145-522.45-26	5,333.03
Total PPO		\$289,943.27
Grand Total		\$460,114.14

Travis County Commissioners Court Agenda Request

Voting Session 10/6/09
(Date)

Work Session _____
(Date)

I. Request made by:



Roger A. El Khoury, M.S., P.E., Director, Facilities Management Phone # 854-4579
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:

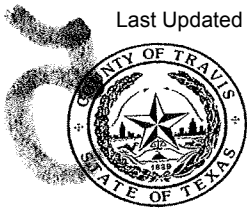
_____ Planning and Budget Office (854-9106)

_____ 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

October 6, 2009

ITEM # :

DATE: September 25, 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: Roger A. El Khoury, M.S., P.E., Director, Facilities Management

FROM: Todd L. Osburn, Compensation Manager, HRMD *TLO*

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 4.

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

RAE/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	
County Atty	85	Law Clerk I (Part-time)	14 / Minimum / \$15,778.26	14 / Minimum / \$15,778.26	
County Atty	140	Law Clerk I (Part-time)	14 / Minimum / \$15,778.26	14 / Minimum / \$15,778.26	
District Clerk	122	Court Clerk I	13 / Minimum / \$29,501.26	13 / Minimum / \$29,501.26	
HHS	285	Caseworker	15 / Level 6 / \$39,832.00	15 / Level 6 / \$39,832.00	
Juvenile Court	281	Juvenile Detention Ofcr I**	12 / Level 2 / \$29,224.00	12 / Level 2 / \$29,224.00	
TNR	410	Sign Tech	10 / Level 6 / \$28,412.80	10 / Level 6 / \$28,412.80	
TNR	560	Park Maint Worker*	7 / \$22,880.00	7 / \$22,880.00	
* Temporary to Regular			** Actual vs Authorized		

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
County Judge	20005	ACC Intern	98 / \$15.00	98 / \$15.00	02
Criminal Justice Planning	20001	ACC Intern	98 / \$15.00	98 / \$15.00	02
District Atty	50053 (2 nd Job)	Attorney III	24 / \$32.00	24 / \$32.00	05
Fac Mgmt	50053	Custodian	5 / \$10.00	5 / \$10.00	05
Fac Mgmt	50056	Custodian	5 / \$10.00	5 / \$10.00	05
Fac Mgmt	50059	Custodian	5 / \$10.00	5 / \$10.00	05
HRMD	20022	ACC Intern	98 / \$15.00	98 / \$15.00	02
Juvenile Court	385*** (2 nd Job)	Attorney III	24 / \$42.68	24 / \$42.68	1 Year Term
Probate Court	20024	Social Svcs Asst	11 / \$12.39	11 / \$12.39	02
TNR	50051	School Crossing Guard	11 / \$13.00	11 / \$13.00	05

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

*** Regular position: (Exempt, no overtime liability will be incurred).

TEMPORARY PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Salary	Dept. (To)	Slot – Position Title – Salary	Comments
County Clerk	Slot 23258 / Elec Clk-Operations Clk III / Grd 12 / \$14.00	County Clerk	Slot 50006 / Elec Clk-Operations Clk IV / Grd 14 / \$16.00	Promotion temporary.
County Clerk	Slot 23268 / Elec Clk-Operations Clk III / Grd 12 / \$14.00	County Clerk	Slot 50066 / Elec Clk-Operations Clk IV / Grd 14 / \$16.00	Promotion temporary.

CAREER LADDERS – POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	1175	Corrections Officer* / Grd 81	Corrections Officer Sr* / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1612	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	90106	Cadet / Grd 80	Corrections Officer / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).

* 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
Fac Mgmt	Slot 121 / Building Maint Worker Sr / Grd 11 / \$29,933.07	Fac Mgmt	Slot 21 / Building Maint Coord / Grd 13 / \$33,661.26	Promotion. Pay is between min and midpoint of pay grade.
JP Pct 2	Slot 28 / Court Clerk I / Grd 13 / \$33,623.82	JP Pct 3	Slot 26 / Court Clerk I / Grd 13 / \$33,623.82	Lateral transfer. Employee transferred to different slot, same position, different department, same pay grade, retains current pay.
Juvenile Court	Slot 73 / Juvenile Probation Ofcr I* / Grd 14 / \$34,238.81	Juvenile Court	Slot 324 / Juvenile Probation Ofcr I* / Grd 14 / \$34,238.81	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 800 / Cert Peace Officer Sr / Grd 84 / \$61,933.04	Sheriff	Slot 1588 / Cert Peace Officer Sr / Grd 84 / \$61,933.04	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1343 / Office Specialist Sr / Grd 12 / \$31,647.31	Sheriff	Slot 743 / Office Specialist Sr / Grd 12 / \$31,647.31	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
* 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

6 ✓

Travis County Commissioners Court Agenda Request

Voting Session October 6, 2009
(Date)

Work Session _____
(Date)

Roger El Khoury

I. A. Request made by: Roger A. El Khoury, M.S., P.E., Director, FMD Phone # 854-4579
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING APPROVAL OF THE TRAVIS COUNTY CORRECTIONAL COMPLEX BUILDING 12 DEDICATION PLAQUE.

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 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:

- | | |
|--------------------------------|----------|
| Sheriff Greg Hamilton, TCSO | 854-9788 |
| Major Darren Long, TCSO | 854-9348 |
| Lieutenant Emily Trevino, TCSO | 854-5316 |
| Mark Stefanov, P.E., TCSO | 854-5321 |
| Ken Gaede, AIA, FMD | 854-9894 |

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

RECEIVED
COUNTY JUDGE'S OFFICE
09 SEP 29 PM 1:48



FACILITIES MANAGEMENT DEPARTMENT

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

1010 Lavaca Street, 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: 101

TO: Members of the Commissioners Court

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

DATE: September 28, 2009

SUBJECT: Travis County Correctional Complex, Building 12
Dedication Plaque

A handwritten signature in black ink that reads "Roger A. El Khoury".

Proposed Motion:

Consider and take appropriate action regarding approval of the Travis County Correctional Complex Building 12 dedication plaque.

Summary and Staff Recommendation:

The Facilities Management Department (FMD) recommends approval of the dedication plaque layout and description as attached at Exhibit One. This plaque will be permanently displayed at the main entrance to the new Building 12 at the Travis County Correctional Complex.

Budgetary and Fiscal Impact:

None.

Background:

It has been recent practice of the Commissioners Court to authorize dedication plaques for new County buildings. Building 12 will be completed and ready for occupancy in October 2009.

Required Authorizations:

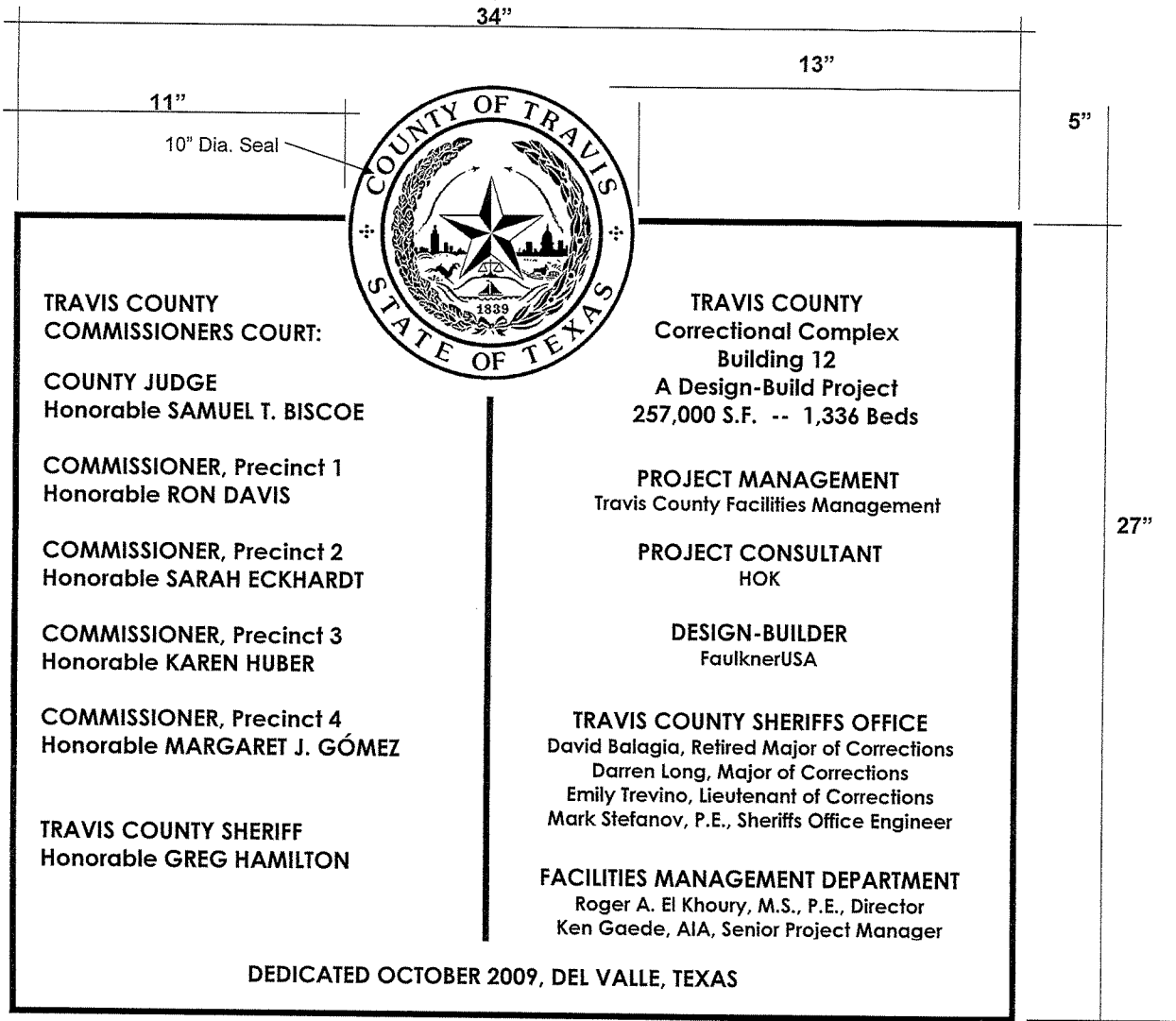
Planning and Budget: N/A

Purchasing: N/A

County Attorney: N/A

Exhibit:

1. Drawing of proposed dedication plaque for Building 12



NOTES:

1. Drawing is approximate but final layout should be as close as possible in size, layout and style as the drawing.
2. Submit final layout for approval and commence fabrication only upon receipt of written confirmation of approval.

TRAVIS COUNTY
FACILITIES
MANAGEMENT
DEPARTMENT

Travis County
Correctional
Complex Building
12
Dedication Plaque

Date: OCTOBER 6, 2009
Scale: 3" = 12"

EXHIBIT
1

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

7



Voting Session: October 6, 2009

I. A. Request made by: Roger A. El Khoury, M.S., P.E., Director, FMD Phone #: 854-4579
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION ON LICENSE AGREEMENT WITH THE TEXAS BOOK FESTIVAL, INC., TO USE COUNTY PARKING FACILITIES ON SATURDAY, OCTOBER 31, 2009 AND SUNDAY, NOVEMBER 1, 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:

John Hille, Assistant County Attorney (49415)
Tenley Aldredge, Assistant County Attorney (49450)

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)

- X Contract, Agreement, Policy & Procedure



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
FROM: Roger A. El Khoury, M.S., P.E., Director
DATE: September 28, 2009
SUBJECT: License Agreement – Texas Book Festival

A handwritten signature in black ink, reading "Roger A. El Khoury", is written over the "FROM:" line of the memorandum.

Proposed Motion:

Consider and take appropriate action on license agreement with the Texas Book Festival, Inc., to use County parking facilities on Saturday, October 31, 2009 and Sunday, November 1, 2009.

Summary and Staff Recommendation:

Facilities Management Department recommends approval of the license agreement at Exhibit One. This license agreement will allow visitors to the Texas Book Festival to park at the County Granger Administration Building Parking Garage and the surface parking lot south and west of the University Savings Building during the two day Texas Book Festival. Ms. Jann Girard, Logistics Coordinator for the Texas Book Festival, has signed the license agreement and provided the appropriate insurance certificate as specified.

Budgetary and Fiscal Impact:

FY09 – No Impact
FY10 - \$20.00 Revenue

Background:

The Texas Book Festival has used the County parking facilities on numerous occasions for previous annual book festivals. There have not been any adverse impacts for the County from the previous uses of the parking facilities for this function. Ms. Girard has also provided a check in the amount of \$20 for the fee for use of the two parking facilities, which is the amount that has been established for use of these facilities by non-profit agencies. There are no other anticipated costs to the County associated with this request.

Required Authorizations:

LEGAL: Tenley Aldredge, Assistant County Attorney
BUDGET: N/A
PURCHASING: N/A

Exhibit:

1. License Agreement

LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This License Agreement is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and the Texas Book Festival, Inc., a Texas corporation ("Licensee").

WHEREAS, County is the owner of the Granger Administration Building Parking Garage located at 313 West 12th Street (the "Parking Garage") and the surface parking lot situated to the south and west of that County-owned building having a street address of 1010 Lavaca and known locally as the USB Building (the "Parking Lot"); and

WHEREAS, Licensee desires to exercise certain rights and privileges in the Parking Garage and Parking Lot (collectively, the "Parking Facilities") in conjunction with the Texas Book Festival event on Saturday, October 31, 2009 and Sunday, November 1, 2009.

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

I. GRANT OF LICENSE

1.1 County hereby grants a License to Licensee to enter, use and occupy the Parking Facilities for the purpose of providing parking spaces to the public in conjunction with the Texas Book Festival event on Saturday, October 31, 2009 and Sunday, November 1, 2009. As a condition to the granting of this License, Licensee shall leave the Parking Facilities in as good a condition as when Licensee entered it, normal wear and tear excepted, as determined by existing County policy.

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

II. TERM OF LICENSE

2.1 The License granted hereunder is between 9 a.m and 5 p.m. on Saturday, October 31, 2009 and between 11 a.m. and 5 p.m. on Sunday, November 1, 2009.

III. PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall pay County a fee in the amount of ten dollars (\$10.00) per parking facility, for a total payment of \$20.00, to be paid to the Travis County Treasurer.

3.2 In addition, Licensee shall provide, at its own additional expense and to the extent it believes necessary, traffic control, garbage removal, as well as any security personnel during Licensee's use of the Garage.

IV. COORDINATION WITH COUNTY

4.1 Licensee shall at all times obey the directions and commands of the Director of the Facilities Management Department or his designated representatives and the Travis County Sheriff and Sheriff's Office. In addition, Licensee shall cooperate and coordinate with any other licensees under similar license agreements with County. Any disregard of the directions of the above named County Official, Department Head, and/or his/her designated representatives shall be grounds for immediate revocation of the License granted hereunder.

V. INDEMNIFICATION

5.1 LICENSEE DOES HEREBY AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS AND DEFEND LICENSOR, ITS AGENTS, SERVANTS, AND EMPLOYEES, FROM ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, INCLUDING ATTORNEY'S FEES, OR EXPENSE OF WHATSOEVER TYPE OR NATURE ARISING IN WHOLE OR IN PART, OUT OF ANY AND ALL ACTS OF COMMISSION OR OMISSION OF LICENSEE, ITS AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, OR SUPPLIERS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE GARAGE, FOR WHICH A CLAIM, INCLUDING ATTORNEY'S FEES, DEMAND, SUIT, OR OTHER ACTION IS MADE OR BROUGHT BY ANY PERSON, FIRM, CORPORATION, OR OTHER ENTITY AGAINST LICENSOR.

5.2 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate, with Travis County named as an additional insured. Licensee has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as Exhibit A and made a part hereof.

VI. NOTICES

6.1 Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery, in writing, or registered or certified

mail, return receipt requested. Notices shall be sufficient if made or addressed as follows:

If to Licensee: Jann Girard
Austin American Statesman
Capital 10,000
P.O. Box 2936
Austin, Texas 78768
(512) 445-3598
igirard@statesman.com

If to County: Roger El Khoury, M.S., P.E.
Director
Travis County Facilities Management Dept.
P.O. Box 1748
Austin, TX 78767

VII. MEDIATION

7.1 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

VIII. AMENDMENTS

8.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY TO CHANGE OR AMEND THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT OR TO WAIVE ANY BREACH OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

IX. MISCELLANEOUS

9.1 This Agreement represents the sole, entire and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representations or agreements either oral or written.

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

9.3 The property covered by this Agreement is located in Travis County, Texas, and all activities and undertakings permitted under this Agreement are performable in Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below.

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

LICENSEE:

By: _____
Jann Girard
Logistics Coordinator for
Texas Book Festival

Date: _____

EXHIBIT A

CERTIFICATE OF LIABILITY INSURANCE
(attached)

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

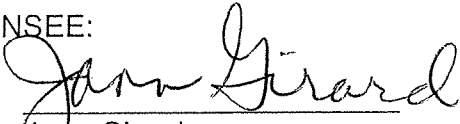
9.3 The property covered by this Agreement is located in Travis County, Texas, and all activities and undertakings permitted under this Agreement are performable in Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below.

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

LICENSEE:
By: 
Jann Girard
Logistics Coordinator for
Texas Book Festival

Date: 9/22/09

EXHIBIT A

CERTIFICATE OF LIABILITY INSURANCE
(attached)

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID JU TXBOO-4	DATE (MM/DD/YYYY) 07/29/09
PRODUCER William Gammon Insurance 1615 Guadalupe Austin TX 78701 Phone: 512-477-6745		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW	
INSURED Texas Book Festival, Inc. 610 Brazos St #200 Austin TX 78701		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Hartford Lloyds Ins. Co	38253
		INSURER B: Hartford Underwriters Ins. Co.	30104
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	65SBALQ3936	05/10/09	05/10/10	EACH OCCURRENCE \$ 1000000
		<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10000
		<input checked="" type="checkbox"/> Business Owners				PERSONAL & ADV INJURY \$ 1000000
						GENERAL AGGREGATE \$ 2000000
						PRODUCTS - COMP/OP AGG \$ 2000000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A		AUTOMOBILE LIABILITY	65SBALQ3936	05/10/09	05/10/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS						
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
						AGG \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input type="checkbox"/> RETENTION \$				\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	65WECNO022	01/01/09	01/01/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 500000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500000
A		OTHER	65SBALQ3936	05/10/09	05/10/10	PROPERTY 6800

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is listed as an additional insured for the event for street closings on 10/31/09 to 11/1/09.

CERTIFICATE HOLDER

CANCELLATION

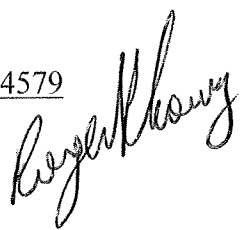
TRAVC-9 Travis County Purchasing Dept. Cyd Grimes, Purchasing Agt. 314 W 11th St, Room 400 Austin TX 78701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
---	--

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

8

Voting Session: October 6, 2009

I. A. Request made by: Roger A. El Khoury, M.S., P.E., Director, FMD Phone # 854-4579
(Elected Official/Appointed Official/Executive Manager/County Attorney)



B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:

A. TERMINATION OF LICENSE AGREEMENT WITH THE DAUGHTERS OF CHARITY HEALTH SERVICES OF AUSTIN DBA BRACKENRIDGE HOSPITAL; AND

B. AMENDMENT OF THE OCTOBER 2007 PARKING AGREEMENT WITH THE TEXAS MOTOR TRANSPORTATION ASSOCIATION (EXEC SESSION GOV'T CODE ANN 551.071 & 551.072)

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:

Danny Hobby, Executive Manager, Emergency Services, 44416
Tenley Aldredge, Assistant County Attorney, 49415
Dr. David Dolinak, Chief Medical Examiner, 49599

RECEIVED
COUNTY JUDGES' OFFICE
09 SEP 30 PM 1:02

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)

- X Contract, Agreement, Policy & Procedure



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

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

DATE: September 29, 2009

SUBJECT: Parking Leases – Medical Examiner

A handwritten signature in black ink that reads "Roger A. El Khoury". The signature is written in a cursive style and is positioned to the right of the "FROM:" field.

Proposed Motion:

Consider and take appropriate action on the following:

- A. Termination of license agreement with the Daughters of Charity Health Services of Austin dba Brackenridge Hospital; and
- B. Amendment of the October 2007 parking agreement with the Texas Motor Transportation Association. (Exec Session Gov't Code Ann 551.071 & 551.072).

Summary and Staff Recommendation:

Facilities Management Department (FMD) recommends acceptance of the termination of the license agreement with Brackenridge Hospital and approval of the amendment of the parking agreement with the Texas Motor Transportation Association (TMTA). On September 14, 2009, Ms. Beth Devery, Chief Administrative Office, with the Travis County Office of the Medical Examiner, was notified by Bruce Broslat with Brackenridge Hospital of their intent to terminate our license agreement for parking spaces. Under paragraph 3.0 of the license agreement, either party can terminate the agreement by providing a 30 days written notice. TMTA has agreed to a amendment to their parking agreement with Travis County to provide and additional five parking spaces, at the same price per space as the previous license agreement. Dr. Dolinak has provided a memorandum that provides additional information on this request at Exhibit One.

Budgetary and Fiscal Impact:

FY 10 Budget impact: \$10,800- no change – funding available in FMD lease budget

Background:

On November 6, 2007, the Commissioners Court approved the leasing of 18 parking slots, 5 from the Daughters of Charity Health Services dba Brakenridge Hospital and 13 from the Texas Motor Transportation Association. Both leases were for \$50 per slot per month. These leased

parking slots were requested to alleviate safety concerns of staff members as they attempted to find safe and secure parking. The leased parking appears to be successful in addressing the safety concerns of the management and staff of the Medical Examiner's Office. On September 14, 2009, Brakenridge Hospital staff notified the County of their wish to terminate the agreement for the 5 slots they were providing as of October 16, 2009. TMTA was contacted by Medical Examiner staff and they have agreed to an amendment to their October 9, 2007 agreement with the County to provide 5 additional slots for the same price (\$50 per slot per month). This new amendment is at Exhibit Two, with the original parking agreement attached. TMTA declines to sign a standard license agreement, but Tenley Aldredge with the County Attorney's office has reviewed the proposed amendment and indicates that it remains acceptable, if the Commissioners Court should choice to approve.

Required Authorizations:

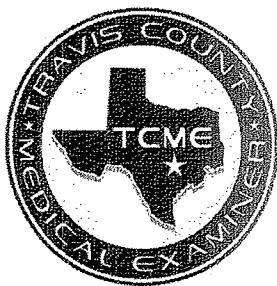
Legal: Tenley Aldredge, Assistant County Attorney

Budget: N/A

Purchasing: N/A

Exhibits:

1. Dr. Dolinak memo, September 25, 2009
2. TMTA Proposed Amendment, September 18, 2009 with attached Original Agreement



TRAVIS COUNTY OFFICE OF THE MEDICAL EXAMINER

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

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

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

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

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

VICKIE WILLOUGHBY, DO
Diplomate of American Board of Pathology
DEPUTY MEDICAL EXAMINER

MEMORANDUM

DATE: September 25, 2009

TO: John Carr, Engineering Division Manager, Facilities Management Department

THROUGH: Danny Hobby, Executive Manager, Emergency Services

FROM: David Dolinak, MD, Chief Medical Examiner *[Signature]*

RE: Amendment to TMTA Contract *9/25/09*

Proposed Motion

Consider and take appropriate action on amendment of the existing agreement between Texas Motor Transportation Association (TMTA) and Travis County for parking spaces for Medical Examiner employees.

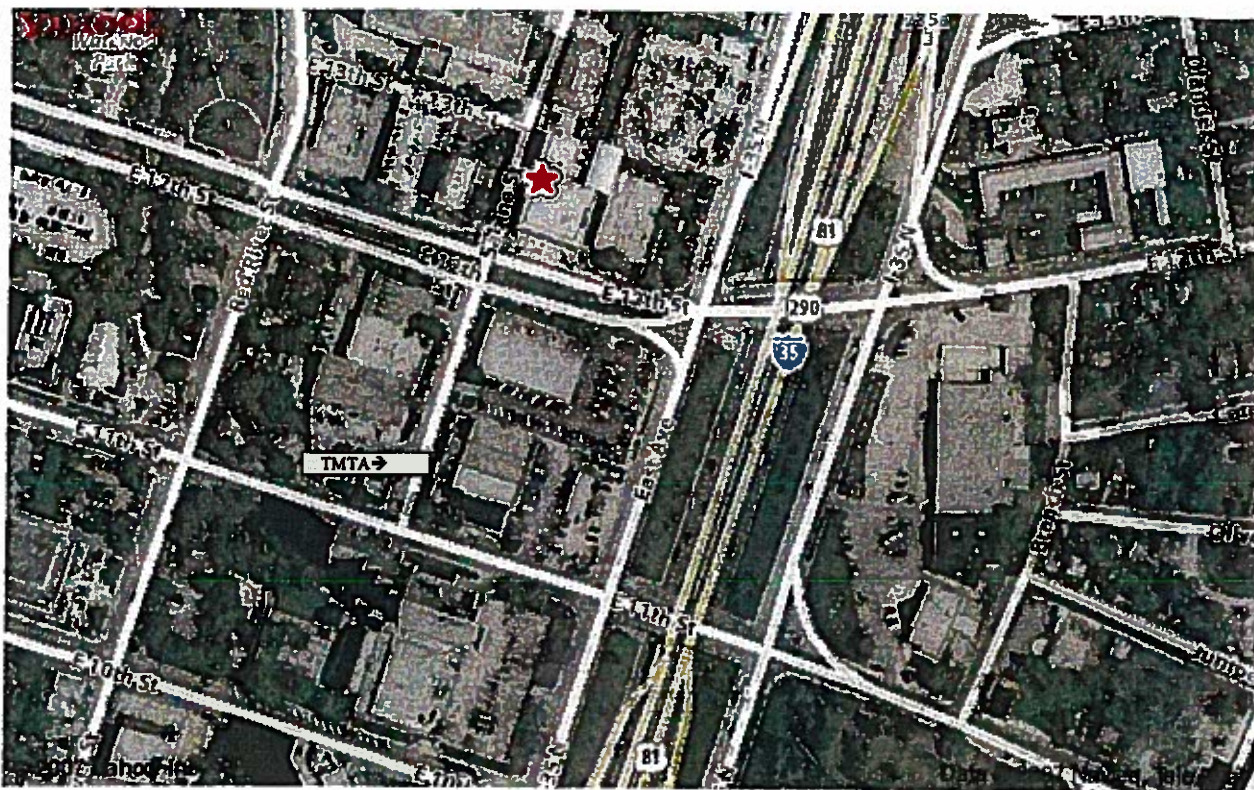
Summary/Background

On November 6, 2007, our office discussed with Commissioners Court the problems we had with finding safe and adequate parking for our employees. One former employee had a gun pulled on her as she was getting into a metered parking space in front of our building and another had her car broken into while she was at work. We received security training from the Travis County Sheriff's Office, which indicated that we needed to address the parking situation.

We presented the court with two contracts for 18 parking spaces within a two block radius of our building (13 with TMTA; 5 with Brackenridge). The Court approved the leases for a pilot program of six months with a review to follow. An update was provided to the Court in April 2008. This parking arrangement has worked well and there have been no further security events noted.

On September 14, 2009, we received notice from Brackenridge (Daughters of Charity Health Services of Austin dba Brackenridge Hospital) that they would be terminating our agreement with 30 days written notice, which follows the process outlined in our agreement. Currently we have five staff members who have parking passes to the Brackenridge garage. Once the agreement is terminated, we will not have any parking available for these staff members. TMTA has agreed to amend our current agreement to add five additional parking slots. Currently, we lease slots for the same amount (\$50 per slot) from both Brackenridge and TMTA. Since we are not adding any additional slots, there will be no increase in costs. The \$250 per month that has been paid to Brackenridge will be directed to TMTA.

A recent brief survey of the available parking in our vicinity revealed that things have not changed. Parking has become scarcer in this area since the clinical building at Brackenridge has become more fully utilized. The map below indicates the location of the TMTA parking lot.





700 East 11th Street
Austin, TX 78701
(512) 478-2541
(512) 474-6494 fax
www.tmta.com

September 18, 2009

This document serves as an amendment to the October 2007 parking agreement between Travis County Medical Examiner Office (TCME) located at 1213 Sabine St. in Austin, TX, and Texas Motor Transportation Association (TMTA) located at 700 East 11th St. in Austin, TX, regarding TCME use of TMTA parking spaces. As agreed, TMTA will authorize TCME use of the following parking spaces under the following terms and conditions:

- 1) Eighteen parking spaces located as follows:
a. Four spaces adjacent to the North side of the TMTA building...
b. Four spaces located on the West side of the TMTA building...
c. Ten spaces located on the far East side of the TMTA building...
2) TCME will not block the parking lot entrance...
3) All vehicles TCME parks onto the TMTA parking lot will be clearly marked...
4) TMTA will notify TCME within five business days of any conflicts...

Effective October 1, 2009, TMTA will provide these parking spaces to TCME at a monthly cost of \$50 per space, or \$900 monthly for the eighteen agreed upon parking spaces. TCME will issue payment to TMTA by the 10th of each month.

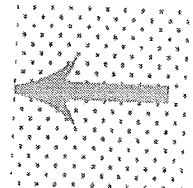
TMTA will not assume any liability for damage caused to any TCME vehicles authorized to park in these designated spaces. TMTA will not place any restrictions on the availability of these parking spaces except as mentioned above.

Either party to this agreement can terminate said agreement without cause. Termination will be effective 30 days after the receipt of a written request to terminate this agreement.

The signors of this agreement accept the terms described herein. The signors of this agreement are duly authorized agents of their respective organizations.

Jesse Dominguez
TMTA Chief Financial Officer

Samuel T. Biscoe
County Judge



cc: John D. Esparza, TMTA President/CEO



700 East 11th Street
Austin, TX 78701
(512) 478-2541
(512) 474-6494 fax
www.tmta.com

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October 9, 2007

This document serves as confirmation of the verbal agreement between Travis County Medical Examiner Office (TCME) located at 1213 Sabine St. in Austin, TX, and Texas Motor Transportation Association (TMTA) located at 700 East 11th St. in Austin, TX, regarding TCME use of TMTA parking spaces. As agreed, TMTA will authorize TCME use of the following parking spaces under the following terms and conditions:

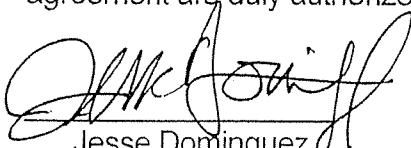
- 1) Thirteen parking spaces located as follows:
 - a. Four spaces adjacent to the North side of the TMTA building, leaving an alley between the parked cars and the northside fenced half-wall.
 - b. Four spaces located on the West side of the TMTA building, directly off Sabine.
 - c. Five spaces located on the far East side of the TMTA building, adjacent to the Advantage Rent-a-Car.
- 2) TCME will not block the parking lot entrance or otherwise obstruct any entrances or exits from the TMTA parking lot at any time.
- 3) All vehicles TCME parks onto the TMTA parking lot will be clearly marked with the appropriate windshield and/or dashboard parking .
- 4) TMTA will notify TCME within five business days of any conflicts, which may preclude TCME from using the TMTA parking lot due to TMTA business-hour activities. This generally occurs less than one day per month.

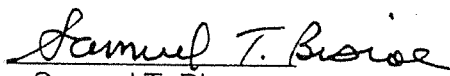
Effective November 1, 2007, TMTA will provide these parking spaces to TCME at a monthly cost of \$50 per space, or \$650 monthly for the thirteen agreed upon parking spaces. TCME will issue payment to TMTA by the 10th of each month.

TMTA will not assume any liability for damage caused to any TCME vehicles authorized to park in these designated spaces. TMTA will not place any restrictions on the availability of these parking spaces except as mentioned above.

Either party to this agreement can terminate said agreement without cause. Termination will be effective 30 days after the receipt of a written request to terminate this agreement.

.....
The signors of this agreement accept the terms described herein. The signors of this agreement are duly authorized agents of their respective organizations.


Jesse Dominguez
TMTA Controller/CFO


Samuel T. Biscoe
County Judge
CC-11-6-07

cc: John D. Esparza, TMTA President/CEO

ATTACHMENT 1

STATE OF TEXAS }
COUNTY OF TRAVIS }

ETHICS AFFIDAVIT

Date: OCTOBER 31, 2007
Name of Affiant: JESSE DOMINGUEZ
Title of Affiant: CONTROLLER / CFO
Business Name of TMTA: TEXAS MOTOR TRANSPORTATION ASSN.
County of TMTA: TRAVIS

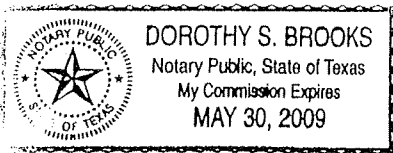
Affiant on oath swears that the following statements are true:

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

[Signature]
Signature of Affiant
700 E. 11TH ST. AUSTIN, TX 78701
Address

SUBSCRIBED AND SWORN TO before me by on October 31, 2007.

Dorothy S. Brooks
Notary Public of the
State of Texas



DOROTHY S. BROOKS
Printed Name of Notary
My commission expires: May 30, 2009

Exhibit "A"
LIST OF KEY CONTRACTING PERSONS
October 31, 2007

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge.....	Samuel T. Biscoe	
County Judge (Spouse).....	Donalyn Thompson-Biscoe	MHMR
Executive Assistant	Cheryl Brown	
Executive Assistant	Dan Smith	
Executive Assistant	Vacant	
Commissioner, Precinct 1.....	Ron Davis	
Commissioner, Precinct 1 (Spouse).....	Annie Davis	Seton Hospital
Executive Assistant	Chris Fanuel	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Karen Sonleitner	
Executive Assistant	Gretchen Vaden	
Executive Assistant	Ann Denkler	
Commissioner, Precinct 3.....	Gerald Daugherty	
Commissioner, Precinct 3 (Spouse).....	Charlyn Daugherty	Commemorative Brands, Inc.
Executive Assistant	Robert Moore	
Executive Assistant	Martin Zamzow*	
Commissioner, Precinct 4.....	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Joe Vela	
County Treasurer.....	Dolores Ortega-Carter	
County Auditor	Susan Spataro	
Executive Manager, Administrative.....	Alicia Perez	
Executive Manager, Budget & Planning	Christian Smith	
Exec. Manager, Health/Human Services.....	Sherri E. Fleming	
Executive Manager, TNR	Joseph Gieselman	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Randy Leavitt	
Executive Assistant, Civil Division.....	Jim Collins	
Director, Transactions Division	John Hille	
Attorney, Transactions Division.....	Tamara Armstrong	
Attorney, Transactions Division.....	Tom Nuckols	
Attorney, Transactions Division.....	Mary Etta Gerhardt	
Attorney, Transactions Division.....	Barbara Wilson	
Attorney, Transactions Division.....	Jim Connolly	
Attorney, Transactions Division.....	Tenley Aldredge	
Attorney, Transactions Division.....	Julie Joe	
Attorney, Transactions Division.....	Stacy Wilson*	
Purchasing Agent	Cyd Grimes, C.P.M.	
Assistant Purchasing Agent	Frank Holder	
Assistant Purchasing Agent.....	Bonnie Floyd, MBA, CPPB	
Purchasing Agent Assistant IV.....	Marvin Brice, CPPB	
Purchasing Agent Assistant IV.....	Lee Perry*	
Purchasing Agent Assistant IV.....	Vacant	
Purchasing Agent Assistant IV.....	Richard Villareal	
Purchasing Agent Assistant III.....	Jason Walker	
Purchasing Agent Assistant III.....	Michael Long, CPPB	
Purchasing Agent Assistant III.....	Rebecca Gardner	

CURRENT - continued

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
Purchasing Agent Assistant III	Oralia Jones, CPPB	
Purchasing Agent Assistant III	Lori Clyde, CPPB	
Purchasing Agent Assistant III	Rosalinda Garcia	
Purchasing Agent Assistant III	Loren Breland	
Purchasing Agent Assistant III	Jorge Talavera*	
Purchasing Agent Assistant II	Donald E. Rollack	
Purchasing Agent Assistant II	Vacant	
Purchasing Agent Assistant II	Nancy Barchus*	
HUB Coordinator	Sylvia Lopez	
HUB Specialist	Betty Chapa	
HUB Specialist	Jerome Guerrero*	
Business Analyst II	Scott Worthington	

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant III	Jimmy Ramirez, CPPB	01/21/06
Purchasing Agent Assistant IV	Jerry Raisch, CPPB	03/04/06
Executive Assistant.....	Barbara Cilley	05/02/06
Executive Assistant.....	Cheryl Aker.....	07/27/06
Purchasing Agent Assistant II	Manuel Perez	07/29/06
Purchasing Agent Assistant IV	Sylvia Gonzalez .	08/12/06

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

Exhibit "B"

TMTA acknowledges that TMTA is doing business or has done business during the 365-day period immediately prior to the date on which this proposal is due with the following key persons and warrants that these are the only such key persons:

If no one is listed above, TMTA warrants that TMTA is not doing business and has not done business during the 365-day period immediately prior to the date on which this proposal is due with any key person.



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

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Approved by: _____

Cyd V. Grimes 9/28/09

Voting Session: Tuesday, October 6, 2009

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR ELECTRICAL SERVICES TIME AND MATERIALS, IFB NO. B090334-NB, TO THE FOLLOWING BIDDERS, (FM)

(A) GG'S CONSTRUCTION – PRIMARY CONTRACTOR

(B) ALLIED ELECTRIC SERVICES, INC. – SECONDARY CONTRACTOR

Points of Contact:

Purchasing: Nancy Barchus 854-9764

Department: FM, Roger A. El Khoury, P.E., Director, 854-4579; Rony Aouad, Service Contract Manager, 854-4781

County Attorney (when applicable): John Hille, 854-9415

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 requires the listed contractors to provide electrical time and material to Facilities Management and other Travis County Departments.

On August 17, 2009, IFB # B090334-NB was issued through BidSync. Six (6) bids were received on September 8, 2009. The Purchasing Office concurs with Travis County Facilities Management Department's recommendation to award a primary and a secondary contract to the lowest and next lowest bidder.

Travis County reserves the right to make multiple awards as specified in Special Provisions, Paragraph 4, Primary and Secondary Sources. Awarding a primary and secondary contract will allow for immediate response should the primary contractor be unable to respond and perform per Travis County Facilities Management Department's instructions or unable to meet established schedules and deadlines for completion of work as outlined in job estimates or per purchase order performance schedule.

Contract Expenditures: Within the past 12 months, \$187,031.13 has been spent against this requirement.

➤ **Contract-Related Information:**

Award Amount: Estimated requirements, as needed basis
Contract Type: Annual
Contract Period: October 7, 2009 through October 6, 2010

➤ **Solicitation-Related Information:**

Solicitations Viewed: 48 Responses Received: 6
HUB Information: 0 % HUB Subcontractor: N/A

➤ **Funding Information:**

- Purchase Requisition in H.T.E.:
- Funding Account: 001-1415-525-5004
- Comments: Requisitions will be entered into H.T.E. as needed.

➤ **Statutory Verification of Funding:**

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

APPROVED ()

DISAPPROVED ()

BY COMMISSIONERS COURT ON:

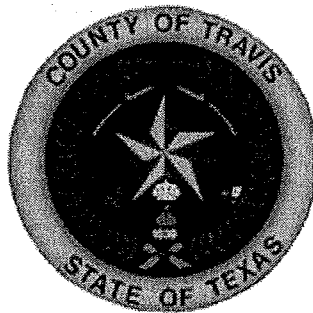
DATE

COUNTY JUDGE

Note: Approval by Commissioners Court authorizes the Travis County Purchasing Agent to sign Purchase Orders.

**Bid Tabulation Packet
for
Solicitation B090334-NB**

ELECTRICAL SERVICES TIME AND MATERIALS



Travis County

Bid #B090334-NB - ELECTRICAL SERVICES TIME AND MATERIALS

Creation Date **Jul 15, 2009**

End Date **Sep 8, 2009 3:00:00 PM CDT**

Start Date **Aug 17, 2009 11:28:53 AM CDT**

Awarded Date **Not Yet Awarded**

B090334-NB-1-01 Group A: Electrical Services for Travis County Facilities: Straight Time - Licensed Journeyman Electrician					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>GGs Construction</u>	First Offer - \$42.00	1 / hour	\$42.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
<u>Allied Electric Services, Inc.</u>	First Offer - \$47.00	1 / hour	\$47.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
<u>D & G Electrical Services</u>	First Offer - \$60.00	1 / hour	\$60.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
<u>KST Electric</u>	First Offer - \$62.72	1 / hour	\$62.72		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
<u>Z-NON ELECTRIC, INC.</u>	First Offer - \$68.00	1 / hour	\$68.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
<u>Southern Electrical Services Inc</u>	First Offer - \$73.00	1 / hour	\$73.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090334-NB-1-02 Group A: Electrical Services for Travis County Facilities: Straight Time - Licensed Apprentice Electrician					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>D & G Electrical Services</u>	First Offer - \$27.00	1 / hour	\$27.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
<u>Allied Electric Services, Inc.</u>	First Offer - \$31.00	1 / hour	\$31.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
<u>GGs Construction</u>	First Offer - \$32.00	1 / hour	\$32.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
<u>KST Electric</u>	First Offer - \$35.21	1 / hour	\$35.21		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
<u>Z-NON ELECTRIC, INC.</u>	First Offer - \$40.00	1 / hour	\$40.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
<u>Southern Electrical Services Inc</u>	First Offer - \$58.00	1 / hour	\$58.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

B090334-NB-1-03 Group A: Electrical Services for Travis County Facilities: Urgent Time - Licensed Journeyman Electrician						
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs	
<u>GGs Construction</u>	First Offer - \$52.00	1 / hour	\$52.00			Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:				
<u>Allied Electric Services, Inc.</u>	First Offer - \$58.00	1 / hour	\$58.00			Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:				
<u>Z-NON ELECTRIC, INC.</u>	First Offer - \$68.00	1 / hour	\$68.00			Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:				
<u>KST Electric</u>	First Offer - \$84.15	1 / hour	\$84.15			Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:				
<u>D & G Electrical Services</u>	First Offer - \$87.50	1 / hour	\$87.50			Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:				
<u>Southern Electrical Services Inc.</u>	First Offer - \$99.50	1 / hour	\$99.50			Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:				

B090334-NB-1-04 Group A: Electrical Services for Travis County Facilities: Urgent Time - Licensed Apprentice Electrician						
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs	
<u>Allied Electric Services, Inc.</u>	First Offer - \$40.00	1 / hour	\$40.00			Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:				
<u>Z-NON ELECTRIC, INC.</u>	First Offer - \$40.00	1 / hour	\$40.00			Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:				
<u>GGs Construction</u>	First Offer - \$42.00	1 / hour	\$42.00			Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:				
<u>KST Electric</u>	First Offer - \$48.76	1 / hour	\$48.76			Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:				
<u>D & G Electrical Services</u>	First Offer - \$52.50	1 / hour	\$52.50			Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:				
<u>Southern Electrical Services Inc.</u>	First Offer - \$90.00	1 / hour	\$90.00			Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:				

B090334-NB-2-01 Group B: Electrical Services for Residential Housing Units: Straight Time - Licensed						
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Journeyman Electrician						
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs	
GGs Construction	First Offer - \$38.00	1 / hour	\$38.00			Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:				
Allied Ellectric Services, Inc.	First Offer - \$47.00	1 / hour	\$47.00			Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:				
D & G Electrical Services	First Offer - \$60.00	1 / hour	\$60.00			Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:				
KST Electric	First Offer - \$62.72	1 / hour	\$62.72			Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:				
Z-NON ELECTRIC, INC.	First Offer - \$68.00	1 / hour	\$68.00			Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:				
Southern Electrical Services Inc	First Offer - \$73.00	1 / hour	\$73.00			Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:				

B090334-NB-2-02 Group B: Electrical Services for Residential Housing Units: Straight Time - Licensed Apprentice Electrician						
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs	
D & G Electrical Services	First Offer - \$27.00	1 / hour	\$27.00			Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:				
GGs Construction	First Offer - \$28.00	1 / hour	\$28.00			Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:				
Allied Ellectric Services, Inc.	First Offer - \$31.00	1 / hour	\$31.00			Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:				
KST Electric	First Offer - \$35.21	1 / hour	\$35.21			Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:				
Z-NON ELECTRIC, INC.	First Offer - \$40.00	1 / hour	\$40.00			Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:				
Southern Electrical Services Inc	First Offer - \$58.00	1 / hour	\$58.00			Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:				

B090334-NB-2-03 Group B: Electrical Services for Residential Housing Units: Urgent Time - Licensed Journeyman Electrician						
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs	
GGs Construction	First Offer - \$48.00	1 / hour	\$48.00			Y

Agency Product Code:		Supplier Product Code:	
Agency Notes:		Supplier Notes:	
<u>Allied Ellectric Services, Inc.</u>	First Offer - \$58.00	1 / hour	\$58.00
Agency Product Code:		Supplier Product Code:	
Agency Notes:		Supplier Notes:	
<u>Z-NON ELECTRIC, INC.</u>	First Offer - \$68.00	1 / hour	\$68.00
Agency Product Code:		Supplier Product Code:	
Agency Notes:		Supplier Notes:	
<u>KST Electric</u>	First Offer - \$84.15	1 / hour	\$84.15
Agency Product Code:		Supplier Product Code:	
Agency Notes:		Supplier Notes:	
<u>D & G Electrical Services</u>	First Offer - \$87.50	1 / hour	\$87.50
Agency Product Code:		Supplier Product Code:	
Agency Notes:		Supplier Notes:	
<u>Southern Electrical Services Inc</u>	First Offer - \$99.50	1 / hour	\$99.50
Agency Product Code:		Supplier Product Code:	
Agency Notes:		Supplier Notes:	

B090334-NB-2-04 Group B: Electrical Services for Residential Housing Units: Urgent Time - Licensed Apprentice Electrician					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>GGs Construction</u>	First Offer - \$38.00	1 / hour	\$38.00		Y
Agency Product Code:		Supplier Product Code:		Supplier Notes:	
Agency Notes:		Supplier Notes:		Supplier Notes:	
<u>Allied Ellectric Services, Inc.</u>	First Offer - \$40.00	1 / hour	\$40.00		Y
Agency Product Code:		Supplier Product Code:		Supplier Notes:	
Agency Notes:		Supplier Notes:		Supplier Notes:	
<u>Z-NON ELECTRIC, INC.</u>	First Offer - \$40.00	1 / hour	\$40.00		Y
Agency Product Code:		Supplier Product Code:		Supplier Notes:	
Agency Notes:		Supplier Notes:		Supplier Notes:	
<u>KST Electric</u>	First Offer - \$48.76	1 / hour	\$48.76		Y
Agency Product Code:		Supplier Product Code:		Supplier Notes:	
Agency Notes:		Supplier Notes:		Supplier Notes:	
<u>D & G Electrical Services</u>	First Offer - \$52.50	1 / hour	\$52.50		Y
Agency Product Code:		Supplier Product Code:		Supplier Notes:	
Agency Notes:		Supplier Notes:		Supplier Notes:	
<u>Southern Electrical Services Inc</u>	First Offer - \$90.00	1 / hour	\$90.00		Y
Agency Product Code:		Supplier Product Code:		Supplier Notes:	
Agency Notes:		Supplier Notes:		Supplier Notes:	

Supplier Totals

GGs Construction		\$320.00 (8/8 items)
Bid Contact	Rolando J Osorio rolandoo@mxconstruction.net Ph 512-257-8075	Address 13612 Bullick Hollow Road Austin, TX 78726
Qualifications	DBE HUB MBE NCTRCA SB WBE	

Agency Notes:	Supplier Notes:
Allied Ellectric Services, Inc.	\$352.00 (8/8 items)
Bid Contact Brian Pyle brian@allielelectric.us Ph 512-930-0767	Address PO Box 2691 Georgetown, TX 78627
Agency Notes:	Supplier Notes:
Z-NON ELECTRIC, INC.	\$432.00 (8/8 items)
Bid Contact Zenon R. Verver sonnyjr@z-non.com Ph 512-442-2002	Address 2013-B East Riverside Dr. Austin, TX 78741
Agency Notes:	Supplier Notes:
D & G Electrical Services	\$454.00 (8/8 items)
Bid Contact Amy Garrett amy@dghotwire.com Ph 512-787-0739	Address P.O. Box 1739 Dripping Springs, TX 78620
Agency Notes:	Supplier Notes:
KST Electric	\$461.68 (8/8 items)
Bid Contact Kenneth Tumlinson ktumlinson@kstelectric.com Ph 512-272-8841 Fax 512-272-8985	Address 14215 Suncrest Road Manor, TX 78653
Agency Notes:	Supplier Notes:
Southern Electrical Services Inc	\$641.00 (8/8 items)
Bid Contact Calvin Jordan calvin@ontime-electric.com Ph 512-346-6800 Fax 512-346-6805	Address 2312 Western Trails Blvd # 204 Austin, TX 78745
Agency Notes:	Supplier Notes:

**



FACILITIES MANAGEMENT DEPARTMENT

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

1010 Lavaca Street, Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-9226

MEMORANDUM

FMD Project: SVCOT-12-09B-XM

File: 102

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

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

FROM: Rony R. Aouad, Service Contract Manager

DATE: September 15, 2009

SUBJECT: Electrical Time and Materials

RECEIVED
TRAVIS COUNTY
SEP 21 PM 2:30
PURCHASING OFFICE
Roger El Khoury
Rony Aouad

Facilities Management Department (FMD) has completed the review of the six bids received for Electrical Time and Materials. The apparent lowest bidder is GG's Construction and the second lowest bidder is Allied Electric Services. Both bidders provided FMD with good references. FMD therefore recommends award of the Electrical Time and Materials contract to GG's Construction as a primary contractor and Allied Electric Services as a secondary contractor. Funding for Electrical Time and Material is in line item 001-1415-525-5004.

Please direct any questions on this request to Rony Aouad at 44781. Your assistance in this request is greatly appreciated.

ATTACHMENTS:

- Bid Tabulation
- Contractor's References
- Company Electrical Licenses

COPY TO:

- John Carr, Administrative Director, FMD
- Lloyd Evans, Maintenance Division Director, FMD
- Amy Draper, CPA, Financial Manager, FMD
- Nancy Barchus, Purchasing Agent Assistant, Purchasing Office

TRAVIS COUNTY
Account Balance Inquiry

Fiscal Year	:	2009
Account number	:	1-1415-525.50-04
Fund	:	001 GENERAL FUND
Department	:	14 FACILITIES MANAGEMENT
Division	:	15 BUILDING MAINTENANCE
Basic activity	:	52 GENERAL GOVERNMENT
Sub activity	:	5 FACILITIES
Element	:	50 REPR & MTNC-SERVCS PURCHD
Object	:	04 REPRS-BLDG STRUCT & EQUIP
Budget	:	634,792
Encumbered amount	:	101,157.67
Pre-encumbered amount	:	5,930.00
Expenditures	:	516,209.35
Total expenditures	:	623,297.02
Balance	:	11,494.98

Press Enter to continue.

F3=Exit F12=Cancel



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

10

Approved by: _____

Cyd V. Grimes 9/28/09

Voting Session: Tuesday, October 6, 2009

REQUESTED ACTION: APPROVE MODIFICATION NO. 4 TO CONTRACT CM070295LC, DOCUNAV SOLUTIONS, FOR AN INVOICE IMAGING SYSTEM. (AUDITOR)

Points of Contact:

Purchasing: Lori Clyde, 854-4205

Department: AUDITOR: Christina Adair, 854-4842; Jose Palacios, 854-9125; Sean O'Neal, 854-9125; Christopher Flannigan, 854-9125; Susan Spataro. PURCHASING: Cyd Grimes, 854-9761; Bonnie Floyd, 854-4173; Scott Worthington, 854-4851

County Attorney (when applicable): Tenley Aldredge

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other: Joe Harlow, 854-9372

- **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 system allows the auditor's office to scan, store, sort, process and retrieve invoices electronically.

In June 2007, Commissioners Court approved the purchase of an invoice imaging system for the Auditor's Office. Since then, the system was expanded to include imaging of the Purchasing contract files. At this time, the Auditor recommends purchasing additional scan capture licenses. The cost of the additional licenses is \$632.74, which includes the maintenance through July 19, 2010.

Modification No. 3, approved in Commissioners Court June 9, 2009, was for additional services pertaining to the latest version upgrade.

Modification No. 2, approved in Commissioners Court December 18, 2007, was for the license and maintenance for the Laserfiche test server and to extend the project to include scanning and indexing of the Purchasing contract files.

Modification No. 1, signed by the Purchasing Agent September 21, 2007, was for additional Laserfiche full use concurrent licenses and support.

01

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

Not applicable

➤ **Modification-Related Information:**

Modification Amount: \$632.74 Fixed Amount

Modification Type: Additional Licenses

Contract Period: December 18, 2007 – July 19, 2010

➤ **Funding Information:**

Purchase Requisition in H.T.E.: 479463

Funding Account(s) 001-0610-516-3002

Comments:

➤ **Statutory Verification of Funding:**

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

TRAVIS COUNTY

Fiscal Year 2009

Account Balance Inquiry

Account number : 1-0610-516.30-02
Fund : 001 GENERAL FUND
Department : 06 COUNTY AUDITOR
Division : 10 COUNTY AUDITOR
Activity basic : 51 GENERAL GOVERNMENT
Sub activity : 6 COUNTY AUDITOR
Element : 30 OPERATG SUPPLIES, RP&E, NC
Object : 02 SOFTWARE

Original budget :	43,203	
Revised budget :	43,739	08/27/2009
Actual expenditures - current . . . :	4,248.54	
Actual expenditures - ytd :	6,925.88	
Unposted expenditures :	.00	
Encumbered amount :	24,431.93	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	633.00	
Total expenditures & encumbrances:	36,239.35	82.9%
Unencumbered balance :	7,499.65	17.1

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

PURCHASE REQUISITION NBR: 0000479463

REQUISITION BY: JACKIE CASIAS/854-9133

STATUS: READY FOR BUYER PROCESS
 REASON: SOFTWARE LICENSE #CM070295LC

DATE: 8/25/09

SHIP TO LOCATION: AUDITOR

SUGGESTED VENDOR: 69227 VP IMAGING INC

DELIVER BY DATE: 9/01/09

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	LASERFICHE SCAN CONNECT CAPTURE ENGINE, ITEM#: LF SC (1 SCAN CONNECT IS NEEDED PER SCAN STATION) * * QUOTE: 32838-2 COMMODITY: COMP SOFTWARE-MINI&MAINFR SUBCOMMOD: DATABASE	3.00	EA	211.0000	633.00	
REQUISITION TOTAL:					633.00	

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00106105163002	OPERATG SUPPLIES,RP&E,NC SOFTWARE	100.00	633.00
				633.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

FOR CONTRACT FUND VERIFICATION,
 CONTRACT MODIFICATION #4.

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Lori Clyde TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: August 31, 2009
ISSUED TO: DocuNav Solutions 14,881 Quorum Dr., Suite 910 Dallas, TX 75254 Attn: Cody Bettis	MODIFICATION NO.: 4	EXECUTED DATE OF ORIGINAL CONTRACT: June 12, 2007

ORIGINAL CONTRACT TERM DATES: June 12, 2007 – July 19, 2010 CURRENT CONTRACT TERM DATES: June 12, 2007 – July 19, 2010

FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: \$ 76,169.85 Current Modified Amount \$ 106,965.00

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 numbered contract is hereby modified per the attached quote # 32838-2 as follows:

3 each Laserfiche ScanConnect Capture Engine @ \$202.58 each for a total of \$607.74.
1 freight charge @ \$25.00

Total Cost of modification: \$632.74

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>IP Imaging, Inc. DBA DocuNav Solutions</u>	<input type="checkbox"/> DBA
BY: <u>[Signature]</u> SIGNATURE	<input checked="" type="checkbox"/> CORPORATION
BY: <u>Cody Bettis</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>President</u> ITS DULY AUTHORIZED AGENT	DATE: <u>9/14/09</u>

TRAVIS COUNTY, TEXAS	DATE:
BY: <u>Cyd V. Grimes</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	<u>9/28/09</u>

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



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: _____

Cyd V. Grimes 9/28/09

Voting Session: Tuesday, October 6, 2009

REQUESTED ACTION: APPROVE ISSUANCE OF JOB ORDER NO. 63, MINOR CONSTRUCTION AND RENOVATION SERVICES, CONTRACT 07K00307RV, ARCHITECTURAL HABITAT OF AUSTIN, INC. (SHERIFF'S OFFICE)

Points of Contact:

Purchasing: Richard Villareal

Department: Sheriff's Office, Greg Hamilton, Sheriff; Pete Trotman, Project Manager; Major Darren Long, Major Mark Sawa, Maria Wedhorn

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.

Sheriff's Office requests approval for issuance of Job Order No. 63 to Architectural Habitat of Austin, Inc. This job order is issued to provide minor construction and renovation services to furnish and install epoxy coating to Inmates' Shower Walls/Floors at Building 130 and the Kitchen Floor at Building 110K at the Travis County Correctional Complex.

This project includes all preparation work for proper installation and all clean-up and removal of used material. Building 110K work includes a three (3) year maintenance/repair program.

Upon approval, Job Order No. 63 will be issued at the total negotiated cost of \$103,592.92

➤ **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. 481515)
- Funding Account(s): 001-3735-824-5004 and 001-3735-583-5004
- Total Project Budget: \$103,592.92
- Construction Budget: \$103,592.92
- Comments:

➤ **Statutory Verification of Funding:**

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



GREG HAMILTON

TRAVIS COUNTY SHERIFF

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

JAMES N. SYLVESTER
Chief Deputy

DARREN LONG
Major - Corrections

PHYLLIS CLAIR
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

MEMORANDUM

TO: Richard Villareal
FROM: Pete Trotman *PJ #651*
DATE: September 15, 2009
SUBJECT: Award recommendation for Project

This is a recommendation that Architectural Habitat be accepted for this project.

The Sheriff's Office Work Order number: 166825
TCSO M & E Request Number: 3402
The requisition number: 481515
The account number: 00137355835004
Commodity/Sub Commodity Code: 910 001
Funding is: \$66,447.00

COPY TO:
Sheriff's Office Fiscal
Sheriff's Office Engineer's File
Major Long (E-mail of this document only)





JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

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

DARREN LONG
Major - Corrections

PHYLIS CLAIR
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

MEMORANDUM

TO: Richard Villareal
FROM: Pete Trotman
DATE: September 14, 2009
SUBJECT: Award recommendation for Project

This is a recommendation that Architectural Habitat be accepted for this project.

The Sheriff's Office Work Order number: **197781**
TCSO M & E Request Number: **3399**
The requisition number: **481535**
The account number: **00137355835004**
Commodity/Sub Commodity Code: **910 001**
Funding is: **\$37,145.92**

COPY TO:
Sheriff's Office Fiscal
Sheriff's Office Engineer's File
Major Long (E-mail of this document only)

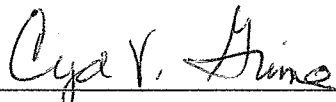


Architectural Habitat of Austin, Inc.
Attn.: Ms. Jan Cannaday
1707 West Koenig Lane
Austin, Texas 78756

- A. JOB ORDER NO. 63, WHICH REQUIRES ARCHITECTURAL HABITAT OF AUSTIN, INC. TO PERFORM MINOR CONSTRUCTION AND RENOVATION SERVICES TO FURNISH AND INSTALL EPOXY COATING TO INMATES' SHOWER WALLS/FLOOR AT BLDG. 130 AND KITCHEN FLOOR AT BUILDING 110K AT THE TRAVIS COUNTY CORRECTIONAL COMPLEX. BUILDING 110K WORK INCLUDES A THREE (3) YEAR MAINTENANCE/REPAIR PROGRAM. PER CONTRACT REQUIREMENTS, ARCHITECTURAL HABITAT OF AUSTIN, 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 \$103,592.92 IN CONSIDERATION OF THE PERFORMANCE OF THE WORK.
- C. PERFORMANCE PERIOD: NINETY (90) CALENDAR DAYS AFTER ISSUANCE OF A NOTICE-TO-PROCEED FOR SUBSTANTIAL COMPLETION.

ARCHITECTURAL HABITAT OF AUSTIN, INC.


 _____ 9-24-09
 JAN CANNADAY DATE


 _____ 9/28/09
 CYD V. GRIMES, C.P.M. DATE
 TRAVIS COUNTY PURCHASING AGENT

 SAMUEL T. BISCOE DATE
 TRAVIS COUNTY JUDGE

PURCHASE REQUISITION NBR: 0000481515

REQUISITION BY: RON RIZZATO 854-5395

STATUS: AUDITOR APPROVAL
 REASON: ATTN: RICHARD VILLARREAL -CAPITAL FOR P.TROTMAN

DATE: 9/15/09

SHIP TO LOCATION: CORRECTION COMPLEX

SUGGESTED VENDOR: 9584 ARCHITECTURAL HABITAT AUSTIN

DELIVER BY DATE: 9/15/09

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	MINOR CONSTRUCTIONTCCC BUILDING 130 FURNISH AND INSTALL EPOXY COATING TO WALLS, FLOOR, AND SHOWER CEILINGS. PRICE INCLUDES ALL NECESSARY PREP WORK FOR PROPER INSTALLATION. WORK TO BE COORDINATED WITH BUILDING AND PETE TROTMAN. MINOR CONSTRUCTION BLDG 110, FURNISH AND INSTALL EPOXY COATING TO KITCHEN FLOOR. PRICE INCLUDES ALL PREP WORK FOR A PROPER INSTALLATION. COMMODITY: BLDG MAINT & REPAIRS SVCS SUBCOMMOD: WALL REPAIR/REPLACE	98413.27	DOL	1.0000	98413.27	
2	RETAINAGE COMMODITY: BLDG MAINT & REPAIRS SVCS SUBCOMMOD: RETAINAGE	5179.65	DOL	1.0000	5179.65	

REQUISITION TOTAL: 103592.92

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	00137358245004	REPR & MTNC-SERVCS PURCHD DDDA08	98413.27
2	00137355835004	REPR & MTNC-SERVCS PURCHD DAA001	5179.65
		REPRS-BLDG STRUCT & EQUIP FOOD SERVICE 3721	103592.92

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

9/23/9 RETURN PER SAMANTHA P.GMC

13

TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Voting Session: October 6, 2009

Work Session: _____

I. A. Request made by: Joseph P. Gieselman, TNR Phone # 854-9383

B. Requested Text:
Discuss and take appropriate action on proposed motion to approve License Agreement with Violet Crown Sports Association to hold a bike race at Webberville Park.

C. Approved by: _____
Ron Davis, Precinct 1 Commissioner

- 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:

John Hille, County Attorney	854-9415
Tenley Aldridge, County Attorney	854-9415
Charles Bergh, Division Director, Parks	854-9408
Robert Armistead, Parks Division Manager	854-9831
Kurt Nielsen, District Manager, Parks	854-7218
Jorge Contreras, Park Supervisor	276-9770

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 Monday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.



TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

205 W. 9th Street, Suite 220
PO Box 1748
Austin, Texas 78767
(512) 854-9437
FAX (512) 854-6474

September 28, 2009

MEMORANDUM

TO: Members of the Commissioners' Court
FROM: Joseph P. Gieselman, Executive Manager, TNR
SUBJECT: Cyclocross Bike Race at Webberville Parks

A handwritten signature in black ink, appearing to be "JPG", written over the "FROM" and "SUBJECT" lines.

Proposed Motion:

Discuss and take appropriate action regarding proposed motion to approve License Agreement for Violet Crown Sports Association to hold a bike race at Webberville Park.

Summary and Recommendation:

Mr. Bartle has requested use of our park to conduct a Cyclocross bike race on October 25, 2009 at Webberville Park.

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

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

Budgetary and Fiscal Impact:

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

Background:

This is the fourth year that this bike race has been held at Webberville Park. By formalizing this arrangement we hope to promote this form of bicycling event in our county parks on a regular basis. If successful, we anticipate that these bike races will continue annual events in our parks during this time of year when normal park visitation is slower. This licensing agreement will help to assure responsible oversight of these events in our parks.

Required Authorization:

Travis County Commissioners' Court

Attachments:

License Agreement
Race Course Map
Liability Insurance

JPG:kn

4504 Cyclocross Bike Races

cc: Tenley Aldredge, County Attorney
Charles Bergh, Division Director, Parks
Robert Armistead, Division Manager, Parks
Kurt Nielsen, District Park Manager
Dan Chapman, Chief Park Ranger
Jorge Contreras, Park Supervisor

LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS§

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

WITNESSETH

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

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

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

I. GRANT OF LICENSE

1.1 County hereby grants a license to Licensee and its employees, agents, sponsors, contractors and suppliers, and to Event participants, to enter and use approved areas within the County Park in connection with the Event (the "License"). Approved areas include those roadways, trails, and park areas, together with their associated rights-of-way, shown on **Exhibit A**, attached hereto and made a part hereof for all purposes. The County Park will remain open to the public during the Event. The License includes the following rights and privileges: (a) the right to hold a bicycle race that will last approximately 9 hours, commencing at approximately 8:00 a.m. and concluding at approximately 3:00 p.m. on Sunday October 25, 2009 at a location to be approved in advance

by the Travis County Parks Division of the Transportation and Natural Resources Department ("the Parks Division"); (b) the right to pass out fliers to Event attendees and participants (and to other interested County Park visitors) describing the Event and emphasizing the need to comply with County Park rules and regulations; and (c) the right to place a sufficient (as determined by the Parks Division) number of port-a-potties (portable restrooms) into the County Park so as to satisfy the restroom needs of anticipated Events participants, sponsors and attendees/spectators.

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

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

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

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

1.6 During the License Term, as such term is defined below, Licensee agrees to take all reasonable measures to minimize noise and any other type of

interference with or disruption of normal County Park business, including the use and enjoyment of the County Park by regular County Park visitors.

II. TERM OF LICENSE

2.1 The License is granted for one day, from approximately 8:00 a.m. to 3:00 p.m. on Sunday October 25, 2009 (the "License Term"). Licensee acknowledges and agrees that such date and time are subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary by County.

III. PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall provide, at its own expense, all utilities such as electricity, water, garbage removal and wastewater during Licensee's use of the County Park. In addition, all vehicles brought into the County Park for purposes authorized under this Agreement, and all persons entering the County Park for the purpose of participating in, sponsoring, conducting or viewing the licensed activities, will be charged, and Licensee will pay, prior to County Park entry, all normal and customary fees charged to the public.

3.2 During the License Terms, Licensee shall provide, at its own additional expense, security through employment of Travis County Park Rangers as reasonably necessary (to be solely determined by the Division of Parks) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement.

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

IV. PERMITS

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

V. CONTROL OF TRAVIS COUNTY

5.1 Licensee and its agents shall at all times obey the direction and commands of the Executive Manager of the Travis County Transportation and Natural Resources Department, or his designees (including the Director of the

Parks Division and any and all Travis County Park Rangers), while in the County Park.

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

5.3 Licensee and its agents shall at all times follow the Travis County Parks Rules, which TNR staff shall provide to Licensee prior to commencement of the activities licensed hereunder.

5.4 Licensee and its agents acknowledge and agree that disorderly conduct or assault, as defined by the Texas Penal Code, will not be tolerated. Such actions include, but are not limited to, abusive, indecent, profane or vulgar language that might cause a breach of the peace, or threatening or causing physical contact with someone else who might consider the contact offensive.

5.5 Any disregard of the directions, restrictions, rules or regulations referenced in this section shall be grounds for immediate revocation of the License by the Executive Manager of the Travis County Transportation and Natural Resources Department, the Director of the Parks Division, or their designated representatives, and such action is expressly authorized herein by the Travis County Commissioners Court.

VI. USE AND REPAIRS

6.1 Licensee shall not use the County Parks for any purpose other than that set forth herein. Licensee shall repair or replace any damage to the County Park caused by Licensee.

VII. INDEMNIFICATION

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

7.2 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the

License Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate, with Travis County named as an additional insured. Licensee has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as **Exhibit C** and made a part hereof.

VIII. SAFETY

8.1 County reserves the right to prohibit persons from entering the County Park at any time safety may be a concern.

IX. AMENDMENTS

9.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY TO CHANGE OR AMEND THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT OR TO WAIVE ANY BREACH OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

X. NON-ASSIGNMENT OF RIGHTS

10.1 Licensee may not assign this Agreement or any portion or right thereof without the prior written consent of County; provided, however, Licensee shall have the right to grant, assign and transfer all or any part of its right, title and interest in or to rights arising out of or in connection with the Events publicity, promotion or distribution, in whole or in part, including all copyrights, rights of publicity, trademarks and all other legal interests and rights.

XI. NOTICES

11.1 Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery, in writing, or registered or certified mail, return receipt requested. Notices shall be sufficient if made or addressed as follows:

If to Licensee: John Bartle
 Event Promoter
 Violet Crown Sports Association
 913 East 53rd Street
 Austin, Texas 78751

(512) 632-3216

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

And: Joe Gieselman (or successor)
Executive Manager
Travis County Transportation and
Natural Resources Department
P.O. Box 1748
Austin, Texas 78767

XII. VENUE AND CHOICE OF LAW

12.1 THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, AND THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

XIII. MEDIATION

13.1 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

XIV. ENTIRETY OF AGREEMENT

14.1 This Agreement represents the sole, entire and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representations or agreements either oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below.

TRAVIS COUNTY:

By: _____

Samuel T. Biscoe
Travis County Judge

Date: _____

LICENSEE:

By: _____

John Bartle

Title: Event Promoter for Violet Crown Sports Association

Date: _____

EXHIBIT A

Licensed Areas in Webberville Park

EXHIBIT B
INSURANCE CERTIFICATE OF LICENSEE
(to be attached)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YY)
09/16/2009

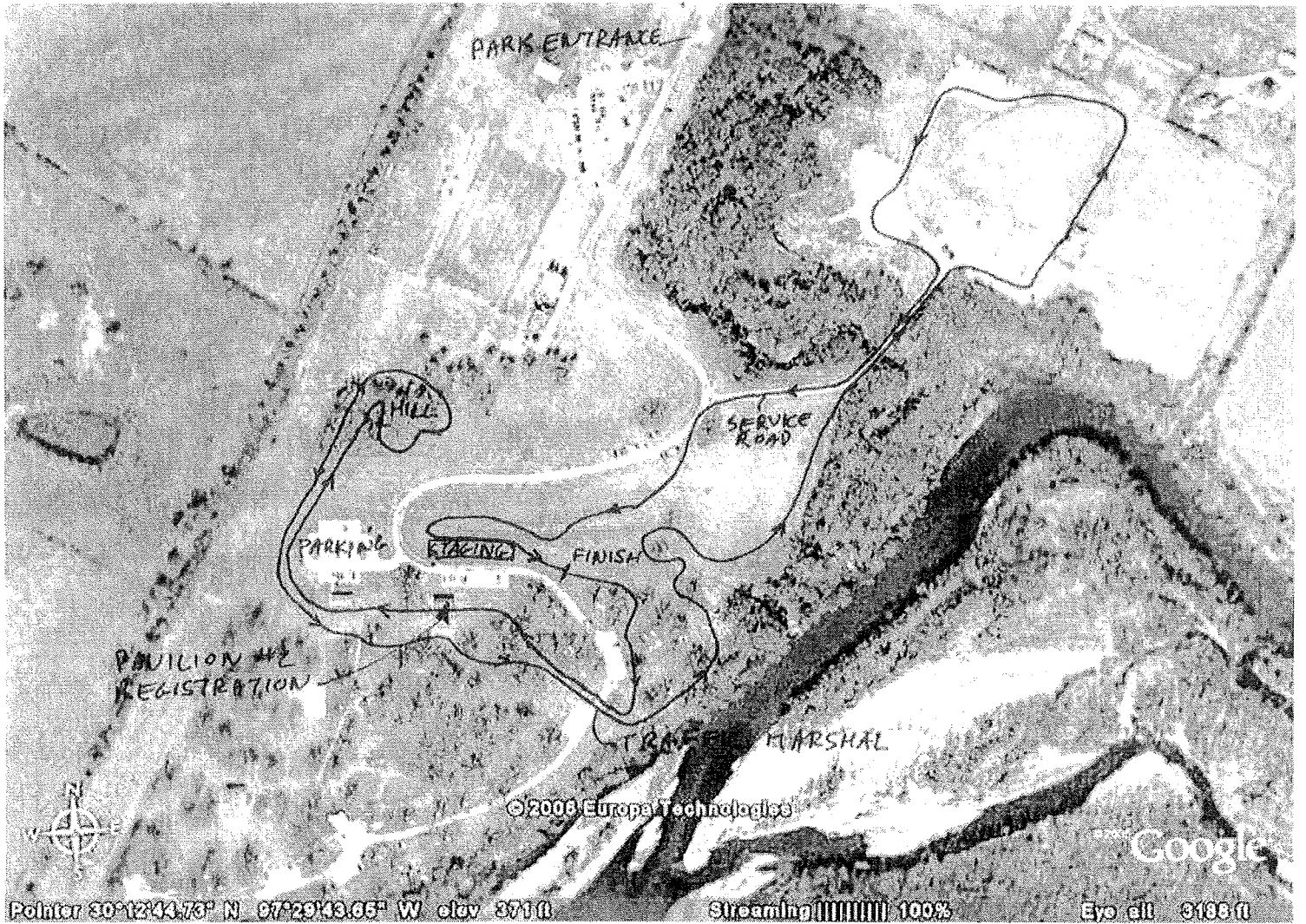
PRODUCER PHILADELPHIA INSURANCE COMPANIES 3939 BELT LINE ROAD SUITE 650 ADDISON, TEXAS 75001	Serial # 114316	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED USA CYCLING, INC # 2654 VIOLET CROWN SPORTS ASSOC. PO BOX 10186 AUSTIN, TX 78766	INSURER A: PHILADELPHIA INSURANCE COMPANIES INSURER B: INSURER C: INSURER D: INSURER E:	NAIC#

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	PHPK369255	12/31/08	12/31/09	EACH OCCURRENCE \$ 1,000,000
		GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 CERTIFICATE HOLDER IS AN ADDITIONAL INSURED WITH RESPECTS TO EVENT ID # 2009-2654 VIOLET CROWN SPORTS ASSOC. PRESENTS WEBBERVILLE CYCLOCROSS IN WEBBERVILLE, TX ON 10-25-09, BUT ONLY WITH RESPECTS TO THE LIABILITY ARISING OUT OF THE NAMED INSURED'S OPERATIONS.

CERTIFICATE HOLDER TRAVIS COUNTY 2399 PARK LANE WEBBERVILLE, TX 78621	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
---	--



TRAVIS CO WEBBERVILLE PARK PROPOSED CYCLOCROSS COURSE

TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Voting Session: _____

Work Session: _____

I. A. Request made by: Joseph P. Gieselman, TNR Phone # 854-9383

B. Requested Text:

Approve License Agreement with R and B Sports, LLC for a triathlon at Pace Bend Park.

C. Approved by: _____

Karen Huber, Precinct 3 Commissioner

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:

- Rick Margiotta, R and B Sports, LLC 689-8276
- Brad Davison, R and B Sports, LLC 350-9178
- Tenley Aldredge, CA 854-9513
- Charles Bergh, TNR Parks 854-9437
- Robert Armistead, TNR Parks 854-9831
- Dan Chapman, TNR Parks 854-9831
- Dan Perry, TNR Parks 263-9114
- Keith Rawlings, TNR Parks 264-3951

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)

- _____ 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 Monday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

RECEIVED
COUNTY JUDGE'S OFFICE
09 OCT -1 PM 4:03



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-9436

September 21, 2009

MEMORANDUM

TO: Members of the Commissioner's Court

FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: Approve License Agreement with R and B Sports, LLC for a triathlon at Pace Bend Park.

Proposed Motion:

Approve License Agreement with R and B Sports, LLC for a triathlon at Pace Bend Park.

Summary and Staff Recommendation:

R and B Sports, LLC is requesting the use of Pace Bend Park on October 11, 2009, to host a triathlon. The R and B Sports, LLC is not requesting exclusive use of the park, therefore, no special use fees will be charged. However, all event participants, vendors, sponsors and volunteers will pay the regular per vehicle daily park entrance fees. The Licensee will establish a fixed staging and finish area and will be responsible for setup and dismantling of any tents or other structures associated with the races. All participants will park in designated; pre-approved areas located within Pace Bend Park and associated rights of way. The races are to be confined within the park with the road race portions confined to the paved roadways inside the park. Off road portions of the races will be confined to designated; pre-approved existing trails and the swim portion will be held within the designated swim area near Mudd Cove on Lake Travis. The race has been sanctioned by USA Triathlon. The Licensee has added Travis County as an Additional Insured for this race. The Licensee will employ off-duty Park Rangers to provide security and to resolve any conflicts with regular park users. Staff recommends approval of this licensing agreement.

Budgetary and Fiscal Impact:

All vehicles being brought into the park for purposes associated with this the licensing activities will be charged regular per vehicle daily park entrance fees.

Issues and Opportunities:

The race is scheduled to start at approximately 8:00 AM and will conclude no later than 1:00 PM on Sunday, October 11, 2009. This time frame will not significantly impact regular daily park visitation or visitor activities. The organizers have scheduled volunteers to be stationed at all pavement intersections in order to safely control vehicular traffic on the pavement during the race

Background:

The Dilloman Triathlon is an annual event that started in 1999 at Pace Bend Park and has been held there every year except in 2008.

Pace Bend Park has long been a desired location for triathlons due to the size and diversity of the park as well it's location on Lake Travis. The paved loop road is attractive to bicycle race organizers due to its length, rolling topography and ease of access. The sloping shoreline into Lake Travis attracts swimming and boating events and the broad open areas of the park are able to facilitate various running courses as well as the parking of large numbers of vehicles associated with these events.

The race organizers state that approximately 450-500 participants will take part in this year's event. The participants will compete in a race criterion that includes a swim, bike and run race that will all take park within the park. The bike portion will include the paved park road loop that will be open for general park use, including during the race. Traffic will be directed in one direction by Park Rangers during the bike part of the event for increased safety of the participants and other park users.

Required Authorizations:

None

Exhibits:

License Agreement

JPG:dp

xc: Rick Margiotta, R and B Sports, LLC
Brad Davison, R and B Sports, LLC
Tenley Aldredge, CA
Charles Bergh, TNR Parks
Roy Turley, TNR Parks
Dan Chapman, TNR Parks
Dan Perry, TNR Parks
Keith Rawlings, TNR Parks

LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and R and B Sports, LLC ("Licensee"), a Texas organization.

WITNESSETH

THAT WHEREAS, Licensee desires to use certain property located in that park known as Travis County Pace Bend Park (the "County Park") for the purpose of holding Licensee's annual "Dilloman" triathlon competition (the "Event"), and County desires to allow Licensee use of the County Park for such purpose; and

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

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

I. GRANT OF LICENSE

1.1 County hereby grants a license to Licensee, its employees, agents, independent producers, contractors, and suppliers, to enter and use approved areas within the County Park in connection with the Event (the "License"). Approved areas include those roadways, trails, and park areas, together with their associated rights-of-way, shown on **Exhibit A**, attached hereto and made a part hereof for all purposes. The County Park will remain open to the public during the Event.

1.2 All publicity, promotion and distribution rights arising out of or in connection with the Event, including all exhibition, advertising and exploitation products or services created or produced in connection therewith, shall be the

sole property of Licensee, without exception and in perpetuity, and may be exploited in all media and markets and in all forms, whether known, unknown, or hereafter created. The License includes the right to bring onto the County Park and to utilize thereon personnel, personal property, materials and equipment during the term of the License, and the right to permit third-party vendors (event sponsors) to display and sell products, merchandise and novelties, including food and non-alcoholic beverages items, in designated (pre-approved) areas.

Park to facilitate Licensee's Event needs Licensee agrees to leave the County Park in the same and as good a condition as when it was received, normal wear and tear excepted as determined by existing County parks policy. Licensee agrees to and shall repair, at its sole expense, within two months following conclusion of the Event, any trail damage caused by or in connection with the Event.

1.3 Licensee agrees to make no structural changes to the County Park. However, the License allows for superficial preparation to be made to the County Park to facilitate Licensee's Event needs, including: (a) temporary placement of trail signs and markings along race course, using materials pre-approved by County Park Rangers and staff; (b) preparatory trail maintenance; (c) pre-Event setup and staging activities; and (d) portable restrooms, as described below. Licensee agrees to leave the County Park in the same and as good a condition as when it was received, normal wear and tear excepted as determined by existing County parks policy.

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

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

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

and enjoyment of the County Park by regular County Park visitors on those roadways or walkways that are not closed for purposes of the Event.

II. TERM OF LICENSE

2.1 The License is granted for one day: Sunday, October 11, 2009 (the "License Term"). Licensee acknowledges and agrees that such dates and times are subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary by County.

III. PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall provide, at its own expense, all utilities such as electricity, water, garbage removal and wastewater during Licensee's use of the County Park. In addition, all vehicles brought into the County Park for purposes authorized under this Agreement, and all persons entering the County Park for the purpose of conducting the licensed activities, will be charged, and Licensee will pay, prior to County Park entry, all normal and customary fees charged to the public.

3.2 During the License Term, Licensee shall provide, at its own additional expense:

(i) all utilities such as electricity, water and garbage management and removal (including the provision of additional dumpsters and trash pick-up);

(ii) a sufficient (as determined by the Parks Division) number of portable restrooms in the Licensed Areas so as to satisfy the restroom needs of anticipated Event participants, sponsors and attendees/spectators;

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

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

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

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

IV. PERMITS

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

V. CONTROL OF TRAVIS COUNTY

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

5.2 Licensee agrees to attend a pre-site meeting with TNR representatives prior to commencement of the Event. Licensee shall be responsible for contacting Dan Perry, or other authorized Parks Division representative, in order to arrange a time and location for such pre-site meeting that is mutually agreeable to the parties.

5.3 Licensee and its agents shall at all times follow the Travis County Parks Rules, which TNR staff shall provide to Licensee prior to commencement of the activities licensed hereunder.

5.4 Licensee and its agents acknowledge and agree that disorderly conduct or assault, as defined by the Texas Penal Code, will not be tolerated. Such actions include, but are not limited to, abusive, indecent, profane or vulgar language that might cause a breach of the peace, or threatening or causing physical contact with someone else who might consider the contact offensive.

5.5 Any disregard of the directions, restrictions, rules or regulations referenced in this section shall be grounds for immediate revocation of the License by the Executive Manager of the Travis County Transportation and Natural Resources Department, the Director of the Parks Division, or their designated representatives, and such action is expressly authorized herein by the Travis County Commissioners Court.

VI. USE AND REPAIRS

6.1 Licensee shall not use the County Park for any purpose other than that set forth herein. Licensee shall repair or replace any damage to the County Park caused by Licensee.

VII. INDEMNIFICATION

7.1 **LICENSEE AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY LICENSEE, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE COUNTY PARK.**

7.2 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate, with Travis County named as an additional insured. Licensee has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as **Exhibit C** and made a part hereof.

VIII. SAFETY

8.1 County reserves the right to prohibit persons from entering the County Park at any time safety may be a concern. Licensee shall ensure that emergency medical responder personnel are on-site throughout the License term. All costs and expenses associated with this EMS obligation shall be the sole responsibility of Licensee.

IX. AMENDMENTS

9.1 This Agreement may be amended only by written instrument signed by both County and Licensee. **IT IS ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY TO CHANGE OR AMEND THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT OR TO WAIVE ANY BREACH OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.**

X. NON-ASSIGNMENT OF RIGHTS

10.1 Licensee may not assign this Agreement or any portion or right thereof without the prior written consent of County; provided, however, Licensee

shall have the right to grant, assign and transfer all or any part of its right, title and interest in or to rights arising out of or in connection with the Event publicity, promotion or distribution, in whole or in part, including all copyrights, rights of publicity, trademarks and all other legal interests and rights.

XI. NOTICES

11.1 Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery, in writing, or registered or certified mail, return receipt requested. Notices shall be sufficient if made or addressed as follows:

If to Licensee: Rick Margiotta, Brad Davison
R and B Sports, LLC
Dilloman Race Directors
Rick: 689-8276
Brad: 350-9178

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

And: Joe Gieselman (or successor)
Executive Manager
Travis County Transportation and
Natural Resources Department
P.O. Box 1748
Austin, Texas 78767

XII. VENUE AND CHOICE OF LAW

12.1 THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, AND THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

Non waiver10.0 NON-WAIVER AND RESERVATION OF RIGHTS

10.1 No act or omission by either Party may constitute or be construed as a waiver of any breach or default of the other Party that then exists or may subsequently exist. The failure of either Party to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege.

10.2 All rights of County under this Agreement are specifically reserved and any act or omission shall not impair or prejudice any remedy or right of County hereunder. Any right or remedy stated in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement, the 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.

XIII. MEDIATION

13.1 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

XIV. ENTIRETY OF AGREEMENT

14.1 This Agreement represents the sole, entire and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representations or agreements either oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below.

TRAVIS COUNTY:

By: _____

Samuel T. Biscoe
Travis County Judge

Date: _____

LICENSEE:

By: _____

Rick Margiotta

Title: R and C Sports, LLC

Dilloman Race Director

Date: _____

EXHIBIT A

Licensed Areas in Pace Bend Park

EXHIBIT B
INSURANCE CERTIFICATE OF LICENSEE
(to be attached)

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:
10-06-09

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 application with the Capital Area Council of Governments for equipment, supplies and training to enhance capabilities for Transportation and Natural Resources to curtail illegal solid waste dumping within the County.
- b) Grant application with the Task Force on Indigent Defense for the Indigent Defense Grants Program in Criminal Courts.
- c) New grant contract with the U.S. Department of Energy National Energy Technology Laboratory under the American Recovery and Reinvestment Act (ARRA) Efficiency and Conservation Block Grant Program for the Retrofit of Travis County Executive Office Building HVAC Systems.
- d) Grant contract with the Texas Department of Transportation for Transportation and Natural Resources to participate in the cost of design and construction of the Howard Lane Extension to SH 130 as a four land divided CAMPO arterial roadway.
- e) Grant contract amendment with the Emergency Food and Shelter Local Board for Health and Human Services in order to receive an additional \$1,112 of American Recovery and Reinvestment Grant resources to provide emergency utility assistance to qualified Travis County residents.
- f) Grant contract amendment to expand the Underage Drinking Prevention Program in the County Attorney’s Office into elementary schools.
- g) Grant contract with Texas Department of Family and Protective Services for Health and Human Services and Veterans Services to continue program to be reimbursed for expenditures under Title IV-E of the Federal Social Security Act.
- h) Permission to continue the Family Drug Court Grant program in the Civil Courts for the Drug Court Coordinator for the month of October 2009, or until the grant is awarded and executed, whichever is earlier.

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

TRAVIS COUNTY

10/6/2009

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	Local Funds (Donation)	County Match	PBO FTEs	Auditor's Notes	Assessment	Page #	ARRA
Applications										
a 49	CAPCOG FY10 Solid Waste Enforcement Grant	12/15/2009 - 08/31/2010	\$8,517				R	S	18	
b 24	Formula Grant - Indigent Defense Grants Program	10/1/2009 - 9/30/2010	\$430,945				R	S	61	
Contracts										
c 14	Energy Efficiency and Conservation Block Grants - Recovery (ARRA)	10/2009 - 04/2011	\$2,207,900				R	C	67	<input checked="" type="checkbox"/>
d 49	TX DoT Advanced Funding Agreement - Howard Lane @ SH130	7/28/2009	\$6,000,000	\$1,575,000.00			R	S	109	
e 58	2009 Phase 27 ARRA Emergency Food and Shelter Program	04/01/2009 - 12/31/2009	\$41,666				R	S	126	<input checked="" type="checkbox"/>
f 19	Underage Drinking Prevention Program	10/01/2008 - 9/30/2011	\$193,750		\$155,219	3	R	MC	133	
g 58	Title IV-E Child Welfare Services	10/01/2009 - 9/30/1010	\$57,360			1	R	MC	206	

Permission to Continue Information

Dept	Grant Title	Grant Period	Personnel Cost	Operating Transfer/ Contribution to Grant	Estimated Total	Filled FTE	PBO Notes	Auditor's Assessment	Page #	ARRA
h 22	Family Drug Treatment Court	09/01/2009 - 8/31/2010	\$5,085	\$5,085	\$10,170	1	R	MC	228	

PBO Notes:

R - PBO recommends approval.
NR - PBO does not recommend approval
D - PBO recommends item be discussed.

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

S - Simple
MC - Moderately Complex
C - Complex
EC - Extremely Complex

FY 2010 Grants Summary Report

Outstanding Grant Applications

The following is a list of grants for which application has been submitted since October 1, 2009, 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 a separate page in the document.

Dept	Name of Grant	Grant Amount	County Match	Grant Term	FTEs	Cm. Ct. Approval Date
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 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
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
49	FY10 HCP Land Acquisition Assistance Grant	\$4,197,463	\$2,798,309	12/1/2009 - 11/31/2012		8/4/2009
24	Drug Diversion Court	\$176,045		9/1/2009 - 8/31/2010	1	8/4/2009
58	RSVP - Texas Department of Aging and Disability Services (TDADS)	\$23,800	\$23,800	9/1/2009 - 8/31/2010		8/11/2009
37	FY 2010 State Homeland Security Program - TCSO	\$368,452.50	\$122,817.50	10/01/2010 - 11/30/2012		8/25/2009
47	Homeland Security Grant Program - State Homeland Security program	\$10,125.00	\$3,375.00	10/1/2010 - 11/30/2012		8/25/2009
47	Homeland Security Grant Program - State Homeland Security Program	\$22,500.00	\$7,500.00	10/1/2010 - 11/30/2012		8/25/2009
47	Homeland Security Grant Program - State Homeland Security Program	\$15,675.00	\$5,225.00	10/1/2010 - 11/30/2012		8/25/2009
47	Homeland Security Grant Program - State Homeland Security Program	\$14,985.00	\$4,995.00	10/1/2010 - 11/30/2012		8/25/2009

47	Homeland Security Grant Program - State Homeland Security Program	\$31,050.00	\$10,350.00	10/1/2010 - 11/30/2012	8/25/2009
47	Homeland Security Grant Program - State Homeland Security Program	\$11,250.00	\$3,750.00	10/1/2010 - 11/30/2012	8/25/2009
58	Veterans' Employment and Training Service (Stand Down Grant)	\$7,000.00		10/24/2009 - 10/24/2009	8/25/2009
		<hr/>	<hr/>	<hr/>	<hr/>
		\$60,554,776	\$6,200,923		73.07

FY 2010 Grants Approved by Commissioners Court

The following is a list of grants that have been received by Travis County since October 1, 2009

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

Dept	Name of Grant	Grant Amount	County Match	Local Funds (Donation)	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	\$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 Diversion Court	\$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
58	Texas Dept. of Family and Protective Services (DFPS) Community and Family Reintegration Project	\$232,000			9/1/2009 - 8/31/2010		7/28/2009
58	SVCI (Seniors and Volunteers for Childhood Immunization)	\$8,845.20			9/1/2008 - 8/31/2009	0.25	7/28/2009
45	Integrated Child Support System Cooperative Agreement	\$154,322			7/1/2008 - 8/31/2009		8/4/2009
49	<i>Local Transportation Project - Advanced Funding Agreement (ARRA)</i>	\$687,047		\$13,741	10/1/2009 - 5/31/2010		8/11/2009
19	Other Victim Assistance Grant (OVAG)	\$99,049			9/1/2009 - 8/31/2011	1	8/11/2009
45	Community Resource Coordinator Contract	\$69,587			9/1/2009 - 8/31/2010	1	8/11/2009
49	Reimers Ranch Recreational Trails	\$100,000	\$54,560		1/2007 - 8/31/2010		8/11/2009

58	2009 Phase 27 Emergency Food and Shelter Program Additional Funding	\$122,573		1/1/2009 - 12/31/2009		8/11/2009
47	Homeland Security Grant Program - State Homeland Security Program	\$34,759		9/1/2008 - 1/15/2011		8/18/2009
58	AmeriCorps	\$298,238	\$281,606	8/1/2009 - 7/31/2010	20	8/18/2009
12	SAVNS Statewide Automated Victim Notification Service	\$25,817.00		9/1/2009 - 8/31/2010		8/25/2009
45	Access and Visitation	\$47,348.00		\$5,400.00 9/1/2008 - 8/31/2010		8/25/2009
23	Title IV-E Legal Administration	\$1,478,416		10/1/2009 - 9/30/2010		9/1/2009
39	Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the United States: Enhancing Southern Border Jails, Community Corrections, and Detention Operations	\$287,500		7/1/2009 - 6/30/2011		9/1/2009
45	Integrated Child Support System Cooperative Agreement	\$400,890		9/1/2009 - 8/31/2011		9/1/2009
24	Drug Diversion Court	\$176,045		9/1/2009 - 8/31/2010	1	9/15/2009
45	JJDP Front End Therapeutic Services Program	\$35,000		09/01/2009 - 08/31/2010		9/22/2009
45	Parent Project	\$31,110		09/01/2009 - 08/31/2010		9/22/2009
45	Safe and Drug Free Schools CBT Re-Entry Program	\$14,386		09/01/2009 - 08/31/2010		9/22/2009
19	Family Violence Accelerated Prosecution Program	\$88,172	\$47,478	09/01/2009 - 08/31/2010	1.23	9/22/2009
45	JABG (Local) Juvenile Assessment Center	\$87,047	\$9,672	09/01/2009 - 08/31/2010	1.5	9/22/2009
55	Travis County Mental Health Public Defenders Office	\$220,517	\$375,000	10/01/2009 - 09/30/2010	8	9/22/2009

37	2007 Byrne Justice Assistance Grant (JAG)	\$203,845		10/01/2006 - 09/30/2010	9/22/2009
37	Internal Affairs Software Upgrade	\$33,934.97		09/01/2008 - 05/31/2009	9/22/2009
55	Office of Child Representation	\$100,000	\$573,000.00		8 9/29/2009
55	Office of Parent Representation	\$100,000	\$573,000.00		8 9/29/2009
		<hr/>	<hr/>		
		\$10,734,464	\$1,146,000	\$19,141	16.00

FY 2010 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Personnel Cost	Operating Transfer	Estimated Total	Filled FTEs	Cm. Ct. Approval Date for Continuation	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
22	Drug Court (State) Program	\$5,084	\$5,084	\$10,168	1	8/18/2009		Pending from FY 09
45	Residential Substance Abuse Treatment	\$8,994	\$8,994	\$17,988	1	9/22/2009		Pending from FY 09
Totals					2			

3

TRAVIS COUNTY FY 09 - FY 14 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.

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		FY 14	
		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	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		\$ 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. Impact amounts will be updated to take into account internal reallocations and potential savings.	\$ 300,000	\$ 307,743	\$ 100,000	\$ 102,360	\$ 50,000	\$ 152,360	\$ -	\$ 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. Impact amounts will be updated to take into account internal reallocations and potential savings.	\$ 300,000	\$ 301,812	\$ 100,000	\$ 102,358	\$ 50,000	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359
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 two year funding goes to the State and there is no County obligation or impact. Full amount of grant is believed to be spent by FY 11.	\$ -	\$ -	\$ 143,750	\$ -	\$ 143,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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	\$ -	\$ 342,793	\$ -
Transportation and Natural Resources	Local Transportation Project - Advanced Funding Agreement (ARRA). ARRA funding to upgrade 4 roads by milling and overlaying roadway. Grant is a one-time grant with the potential for estimated \$13,741 contribution from the Road and Bridge Fund.	\$ -	\$ -	\$ 687,047	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
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	\$ -	\$ 281,297	\$ -
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	\$ -	\$ 580,000

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Health and Human Services	Community Development Block Grant ARRA (CDBG-R) Funds to be used for approx 39 water connections for Plainview Estates.	\$ 90,000	\$ -	\$ 136,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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	\$ 866,390	\$ 223,908
		\$ 3,069,619	\$ 1,161,189	\$ 3,424,567	\$ 883,626	\$ 2,376,220	\$ 1,108,627	\$ 2,007,470	\$ 1,233,627	\$ 1,507,470	\$ 1,733,627	\$ 1,490,480	\$ 1,733,627

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		FY 14	
	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	Grant Amount	Add. County Impact
Approved Applications Pending Notification (Potential Impact)	\$ 123,750	\$ -	\$ 2,695,239	\$ -	\$ 2,698,487	\$ -	\$ 453,866	\$ -	\$ 246,907	\$ 47,448	\$ -	\$ 330,320
Approved Contracts	\$ 3,069,619	\$ 1,161,189	\$ 3,424,567	\$ 883,626	\$ 2,376,220	\$ 1,108,627	\$ 2,007,470	\$ 1,233,627	\$ 1,507,470	\$ 1,733,627	\$ 1,490,480	\$ 1,733,627
Combined Totals	\$ 3,193,369	\$ 1,161,189	\$ 6,119,806	\$ 883,626	\$ 5,074,707	\$ 1,108,627	\$ 2,461,336	\$ 1,233,627	\$ 1,754,377	\$ 1,781,075	\$ 1,490,480	\$ 2,063,947

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TRAVIS COUNTY FY 09 - FY 14 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		FY 14	
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	Grant Amount	Add. County Impact
Criminal Justice Planning	Travis County Information Management Strategy for Criminal Justice (ARRA). <i>includes technology funding for (Constables, Records Management, Adult Probation, Juvenile Probation, Court Administration and Manor Police Department).</i>	\$ -	\$ -	\$ 877,234	\$ -	\$ -	\$ 26,432	\$ -	\$ 26,432	\$ -	\$ 26,432	\$ -	\$ 26,432
Criminal Justice Planning	National Initiatives:Adjudication Program (ARRA) <i>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.</i>	\$ -	\$ -	\$ 150,000	\$ -	\$ 75,000	\$ 75,000	\$ -	\$ 150,000	\$ -	\$ 150,000	\$ -	\$ 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	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	\$ -	\$ 130,350
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	\$ -	\$ -	\$ 199,970
Travis County Sheriff's Office	2009 Byrne Justice Assistance Grant (ARRA). <i>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.</i>	\$ 123,750	\$ -	\$ 123,750	\$ -	\$ 123,750	\$ -	\$ 123,750	\$ -	\$ -	\$ -	\$ -	\$ -
		\$123,750	\$0	\$2,695,239	\$0	\$2,698,487	\$0	\$453,866	\$0	\$246,907	\$47,448	\$0	\$330,320

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TRAVIS COUNTY FY 09 - FY 14 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT APPLICATIONS

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Outstanding Grant Applications

		FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
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	Grant Amount	Add. County Impact

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

Department/Division:	TNR/Natural Resources and Environmental Quality
Contact Person:	Mickey Roberts
Title:	Environmental Specialist Senior
Phone Number:	854-6613

Grant Title:	CAPCOG FY10 Solid Waste Enforcement Grant		
Grant Period:	From: 12-15-09	To: 08-31-10	
Grantor:	Capital Area Council of Governments		

Check One:	New: <input checked="" type="checkbox"/>	Continuation: <input type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input checked="" type="checkbox"/>	Ongoing Award: <input 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:				In-Kind		0
Operating:		8,517.96				8,517.96
Capital Equipment:						0
Indirect Costs:						0
Total:	0	8,517.96	0	0	0	8,517.96
FTEs:						0.00

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						
Acquire grants for environmental projects	1					1
Measures For Grant						
Obtain supplies for civil and criminal enforcement to curtail illegal dumping	1					1

Auditor's Office Contract Approval: <input type="checkbox"/>	Staff Initials: _____
Auditor's Office Comments:	

PBO Recommendation:

PBO concurs

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

The goal of the grant is to support illegal solid waste dumping enforcement activities within three County departments. Existing programs within Transportation and Natural Resources, the Sheriff's Office, and Austin/Travis County Health and Human Services Department will be supplied with equipment, supplies, and training to enhance their capabilities to curtail illegal solid waste dumping within the County. These agencies are part of a team that includes TNR staff in a county-wide effort to reduce the environmental degradation caused by illegal dumping.

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

There are no long-term funding requirements required for this grant. The county must use items purchased with grant funds for solid waste enforcement activities.

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 match is required. Personnel and indirect costs are used informally as an in-kind match.

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

The grant request is for <\$50,000, and therefore does not require an indirect cost rate to be applied per County budget rules. Also, a high indirect cost rate would make this application less competitive in the potential award of the grant. Indirect costs are considered part of the in-kind match.

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.

Commitments to solid waste enforcement activities are well-established within the respective agencies and support is budgeted on an ongoing basis. The grant is designed to provide supplemental funds to purchase needed equipment and training for agency personnel.

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

This is not a new program.

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

The grant will support existing environmental enforcement efforts within the County by the agencies listed above. The TNR goal to "Manage and protect our natural resources for future generations" is addressed.



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-9436

September 25, 2009

MEMORANDUM

TO: Members of the Commissioners' Court
Carol B. Jorgensen
FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: CAPCOG FY10 Solid Waste Enforcement Grant Application

Posting: Consider and take appropriate action on grant application to the Capital Area Council of Governments (CAPCOG) for solid waste enforcement funding.

Summary and Staff Recommendation: Grant funds in the amount of \$8,517.96 are requested to support illegal dumping enforcement in Travis County and the CAPCOG region. Funds will be used to purchase equipment and supplies for a civil enforcement inspector, sheriff's detective, health inspectors, and road and bridge employees responsible for solid waste enforcement and curtailing illegal dumping. The request includes items for enhancing and updating surveillance systems, documenting illegal dumping activity, and supplies for field investigations and evidence collection. Staff recommends approval.

Budgetary and Fiscal Impact: The grant has a positive fiscal impact and will be in support of existing programs within several agencies in the County. No cash match is required. Indirect costs and personnel time will be used as an in-kind match.

Required Authorizations: Jessica Rio, PBO

Exhibits: Grant Application

MSM:JPG:mdr
CAPCOG FY10 Enf app bak

cc: Christopher Gilmore, CA
Jessica Rio, PBO
Michelle Gable, Auditor
Jon White, TNR
Tom Weber, TNR
Christina Jensen, TNR
Melinda Mallia, TNR
Mickey Roberts, TNR

**CAPITAL AREA COUNCIL OF GOVERNMENTS (CAPCOG)
IN COOPERATION WITH THE
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)**

**FY 2010/2011
REGIONAL SOLID WASTE GRANTS PROGRAM
APPLICATION INSTRUCTIONS AND FORMS**

Submit completed application by: October 14, 2009, 5:00 pm

Mail or hand deliver 2 signed originals of application to:

Capital Area Council of Governments
6800 Burleson Road
Building 310, Suite 165
Austin, Texas 78744
Attn: Kelly Freeman, Solid Waste Program Coordinator

Electronic copies may be submitted to:*

kfreeman@capcog.org

*Electronic copies must be followed within 5 business days by hard copy originals.

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INSTRUCTIONS FOR APPLICATION FORMS

This application is a response to the Request for Applications issued by the Capital Area Council of Governments (COG). Submission of this application is an offer to contract with CAPCOG based on the terms, conditions, and specifications contained in the Request for Applications and corresponding contract documents. Please review this application carefully, sign it where signatures are required, fill in the requested information, and attach all required documents.

FORM 1. Application Information and Signature Page

This page contains general information about the Applicant, including name, contact person, address of Applicant, telephone and fax numbers, date application was submitted to CAPCOG, amount of grant funding requested and the project category the proposal falls under. Fill out the information completely.

This form also requires the signature of the Applicant. By signing this document, the Applicant is certifying that the certifications, assurances, and deliverables included in this application have been reviewed, that to the best of the Applicant's knowledge and ability all certifications are true and correct, and that all required deliverables are included in the application. Please be certain you have reviewed and fully completed any applicable certifications and deliverables before signing this document. Note, the bottom of the page is reserved for CAPCOG's use.

FORM 2. Authorized Representatives

This form allows the Applicant to designate the project and financial representatives who will be authorized to receive direction from CAPCOG, manage the work being performed, and to act on behalf of the Applicant.

FORM 3. Certifications and Assurances

This section contains certifications and assurances the Applicant must review prior to submitting the application materials. Certifications are required to assist CAPCOG in ensuring that the Applicant and the project are eligible for funding. Assurances are summaries of pertinent contract provisions, and ensure that the Applicant understands that there are certain obligations associated with accepting the grant funds. If awarded, Applicants will be asked to enter into a contract with CAPCOG which will contain the entire provisions required for the grant-funded project.

FORM 4. Resolution

A Resolution must be approved by the governing body of the entity presenting this Application. The form provided must be specifically signed in addition to the signature required in Form 1. This provision is applicable to all Applicants. If it is not possible to obtain a signed resolution by the application due date, an unsigned resolution will be accepted with the condition that a signed resolution is provided prior to or during the grant scoring meeting.

FORM 5. Explanation of Private Industry Notification

Form 5a and 5b must be completed for funding under the following grant categories:

- a. Source Reduction and Recycling
- b. Citizens' Collection Stations and "Small" Registered Transfer Stations
- c. A demonstration project under the Educational and Training Projects category
- d. Other *{If CAPCOG receives authorization to fund additional types of projects, that authorization may include requirements for notification of private industry. When applicable, those additional project categories should be listed here.}*

According to state law (*Section 361.014 (b) TX Health & Safety Code*), **a project or service funded under this program must promote cooperation between public and private entities, and the grant-funded project or service may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services.** In accordance with grant requirements established by the Texas Commission on Environmental Quality, an Applicant for funding under one of the above listed project categories must adhere to the requirements listed below.

1. Contact in person or in writing the known private service providers of similar services which, at the time of the application development, are providing services within the geographic service area that the project intends to serve, prior to making the application. A list of private service providers within the region is available from CAPCOG upon request.
2. Inform the private service providers of the basic details of the proposed project and consider any input and concerns from the private service providers about the project when completing the project proposal.
3. Consider, where appropriate, meeting directly with private service providers that may have a concern about the proposed project to attempt to resolve any concerns before an application is submitted.
4. Complete applicable information on Forms 5a and 5b to provide documentation that private service providers were notified of the project prior to submission of the application.

Form 5a. List of Private Service Providers Notified

List the names and telephone numbers of private service providers notified of the proposed project. Include the date of notification.

Form 5b. Summaries of Discussions with Private Industry

Provide summaries of any input and concerns raised by the private service providers; summaries of any meetings or discussions held between the Applicant and the private service providers; an explanation of any changes made to the proposed project to address private service provider concerns; and an explanation of any remaining concerns that were not addressed and why the Applicant determined that the concerns are not valid

under the statutory requirements. Attach to the application any written comments or concerns provided by a private service provider concerning the project.

FORM 6. Project Summary

The project summary, consisting of Forms 6a-6d below, should be completed to the best of your ability. Note that the project summary is based on the scoring criteria stated in the Request for Application. Please refer to the specific questions listed in the scoring criteria when completing the project summary. Add additional pages as necessary to adequately describe the project.

Form 6a. Project Description

Provide a detailed description of the proposed project. As concisely as possible, include information as to why the proposed project is needed; clearly state the goal of the proposed project, and reference the goals, objectives, and recommendations from the regional solid waste management plan or fiscal year funding plan which the project is intended to implement; estimate the number of people who would be served or benefited; define the geographic area affected; target the specific waste stream of the project. Reference the specific goals, objectives, and/or recommendations from the regional solid waste management plan or fiscal year funding plan that apply to the project, and how the project will assist in implementing the plan. Identify the levels of customer incentives, public education, or input, as appropriate to the project. Describe the project in sufficient detail to demonstrate its overall feasibility or workability. If the project includes equipment, explain how the specified equipment is appropriate for the work to be performed. If the proposed grant-funded project will be a part of an overall program, provide a description of the program. Adequately describe the expected benefits of the proposed project.

Form 6b. Project Cost Evaluation

Provide an evaluation of the costs associated with the proposed project. Explain how the total related costs of the proposed project were adequately considered; compare project costs to established averages or to normal costs for similar projects. Present the costs in unit terms, such as cost per ton, cost per customer, or cost per capita, as applicable. Describe any measurable costs savings, or reasonably justified costs of the project.

Form 6c. Level of Commitment of the Applicant

Provide information related to the Applicant's level of commitment to preferred solid waste management practices. If the proposed project is an ongoing service, demonstrate the ability to sustain the program beyond the term of the grant. Explain the extent to which the appropriate governing bodies support the proposed project.

List previously demonstrated commitment to preferred solid waste management practice, such as implementing other solid waste management projects, involvement in a local or subregional solid waste management plan or study, or membership in the TCEQ's Clean Texas Program.

If the proposed project has received previous grant funding under this program, explain to what extent the proposal involves expansion of current services or operations; present quantifiable documentation of the success of the project in order to warrant further funding. Demonstrate a good record of past grant contractual performance.

Form 6d. Scope of Work

Provide a work program with a schedule of deliverables for the proposed project or program. The work program with the schedule of deliverables will be considered the Scope of Work to be performed under the contract agreement, if funded. Once the details of the work program have been negotiated with the Applicant and approved by CAPCOG, the work program will be entered into the grant contract.

As concisely as possible, for each task of the proposed project, describe the major steps or activities involved, identify the responsible entities and establish a specific timeframe to accomplish each task. The scope of work for the project or program must include:

- Detailed purpose and goal of the project (should be consistent with implementing the goals, objectives, and recommendations from the regional solid waste management plan or fiscal year funding plan, as stated in the project description on Form 6a).
- Specific task statements with responsible entity identified
- List of deliverables/products/activities under each task
- Schedule of deliverables
- Suggested format for scope of work:

1. Task:

- a. Activity and/or Deliverable
-Schedule of Activity and/or Deliverable
- b. Activity and/or Deliverable
-Schedule of Activity and/or Deliverable
- c. (ETC.)

2. Task:

- a. Activity and/or Deliverable
-Schedule of Activity and/or Deliverable
- b. Activity and/or Deliverable
-Schedule of Activity and/or Deliverable

Form 6e. Consistency with the Regional Solid Waste Management Plan or Fiscal Year Funding Plan

Reference the goals, objectives, and/or recommendations from the Regional Solid Waste Management Plan (Volume I) or Fiscal Year Funding Plan that apply to the project, and how the project will assist in implementing the plan. List the goals that are supported by the project, and identify the portions of the project that will support those goals.

Form 6f. Local Commitment of Funds/In-Kind Services

Matching provided in cash or in-kind services is not required under this grant program and is therefore, not included in the Grant Budget Summary. However, to demonstrate the applicants commitment to the project, any funds or in-kind services that will be expended on the project outside of the scope of the grant may be described in this application. This form should be completed if any level of matching funds or in-kind services will be provided in direct relation to the proposed project.

FORM 7. Grant Budget Summary

Provide a breakdown of the total amount of grant funding being requested for the proposed project using this form. The expenses must be consistent with the category expense standards provided with the Request for Application. Complete any of the detailed budget forms which are applicable.

Form 7a. Detailed Personnel/Salary Expenses

This budget form should be completed if any expenses are entered for personnel/salaries on Line 1 of your Grant Budget Summary.

Appropriate salaries for employees working directly on the funded project may be authorized under most of the grant categories. However, grant funds may not be used to supplant existing funds. Staff positions where the assigned functions will remain the same and that were active at the time of the funding application or proposal, and were funded from a source other than a previous solid waste grant, may not be funded. If the project or program proposes personnel to be funded wholly or in part by this grant, complete this budget form listing each employee. Any changes to the personnel funded under the grant must be approved by CAPCOG. If changes to the personnel assigned to the project are necessary, you may submit a revised Form 7a to CAPCOG with a letter requesting changes. The revised documents and CAPCOG response will be included in your contract file.

Please refer to the following definitions in completing this form:

- *FTE* (portion of a full-time employee equivalent dedicated to the described function; e.g., 100% = 1.0 FTE, 50% = 0.5 FTE)
- *Status* (full-time or part-time, permanent or temporary)
- *Function* (describe only those responsibilities directly related to the solid waste grants program)
- *Salary* (monthly salary)

Form 7b. Detailed Travel Expenses

This budget form should be completed if any expenses are entered for travel on Line 3 of your Grant Budget Summary. Travel expenses directly related to the conduct of the funded program may be authorized. Only the employees of the funds recipient assigned to the project should receive reimbursement for travel expenses.

In accordance with the Uniform Grant Management Standards, UGMS, in those instances where grantees do not have an established organization-wide written travel policy approved by the governing board of the local jurisdiction, all employee-related travel

expenses must be claimed at no higher than the same rates allowed by the State of Texas for its employees. Out-of-state travel for pass-through grant recipients will not normally be authorized.

On the detailed budget form for grant-funded travel, describe the types of travel expenses expected, whether the travel is routine in-region travel expense or the travel is not routine, and the purpose for the travel.

Non-routine travel, including out-of-state travel or travel to special conferences or events must be approved by CAPCOG in advance of the travel event. If changes to the non-routine travel expenses detailed in this application are necessary, you may submit a revised Form 7b to CAPCOG with a letter requesting changes. The revised documents and CAPCOG response will be included in your contract file.

Form 7c. Detailed Supply Expenses

This budget form should be completed if any expenses are entered for supplies on Line 4 of your Grant Budget Summary.

Supplies are non-construction related goods and materials having a unit acquisition cost (including freight) of less than \$1,000. Such expenditures shall generally relate to the routine purchase of office supplies or other goods that are consumed by the grant recipient in a relatively short period of time, in the regular performance of the funded project. (Expenses for food and beverages are not allowable. Further, any items not routinely used in conducting normal business over the year should be listed under the "other" budget category).

"General office/desk supplies" typically include such items as notepads, folders and three-ring binders, pens and pencils, paper clips and binder clips, staplers and staples, tape and dispensers, calendars, and other similar items.

"Other supplies" may include such items as film and film processing, audio and video tapes, copier and printer toner and paper, etc.

On the detailed budget sheet for grant-funded supplies, list the general types of supplies you intend to purchase with grant funding.

Form 7d. Detailed Equipment Expenses

This budget form should be completed if any expenses are entered for equipment on Line 5 of your Grant Budget Summary.

Expenses included under the Equipment expense category should be for non-construction related, tangible, personal property having a unit acquisition cost of \$5,000 or more (including freight and set up costs) with an estimated useful life of over one year. Any equipment that will be used for other projects or activities, in addition to the funded project, may only be funded at an amount reflecting the appropriate percentage of time that the equipment will be directly used for the funded project.

All equipment purchases must be approved in advance of purchase by CAPCOG, following established procedures. If changes to the equipment expenses detailed in this application are necessary, or when specific details to the equipment must be added after the grant is awarded, you may submit a revised Form 7d to CAPCOG with a letter requesting changes. The revised documents and CAPCOG response will be included in your contract file.

Please note that your contract will include specific language on title to and management of real property and equipment. By entering into the grant contract, the Applicant must agree to continue to use the grant-funded equipment only for the purposes intended under the grant.

Form 7e. Detailed Construction Expenses

This budget form should be completed if any expenses are entered for construction on Line 6 of your Grant Budget Summary.

Expenses budgeted under this category should be for costs related to the enhancement or building of permanent facilities. Appropriate costs that may be included are:

- a. *The cost of planning the project;*
- b. *The cost of materials and labor connected to the construction project;*
- c. *The cost of equipment attached to the permanent structure; and*
- d. *Any subcontracts, including contracts for services, performed as part of the construction.*

On the detailed budget form for grant-funded construction, list the construction expenses you expect to incur with grant funding, and if the work or part of the work will be subcontracted.

No construction costs shall be incurred by a pass-through grant recipient unless the construction details are approved in advance by CAPCOG, following established procedures. For construction activities to be conducted through a subcontract, the pass-through grant recipient must also submit evidence that the contract price is reasonable and necessary. As applicable under state law and regulations for the activity or service being contracted for, this evidence may take the form of bid tab sheets or other form of evaluation of competitive price offers or competitive proposals, and/or a cost analysis of price analysis under the UGMS. If changes to the construction expenses detailed in this application are necessary, you may submit a revised Form 7e to CAPCOG with a letter requesting changes. The revised documents and CAPCOG response will be included in your contract file.

Form 7f. Detailed Contractual Expenses

This budget form should be completed if any expenses are entered for contractual services on Line 7 of your Grant Budget Summary.

Expenses included under this category should be for costs for professional services or tasks provided by a firm or individual who is not employed by the grant recipient. Note

that the contractual costs for construction-related services should be included under the Construction category. ***Applicable laws and regulations concerning bidding and contracting for services must be followed.***

Note that any expenses (including legal fees, staff time, travel, and communications) related in any way to drafting legislation, lobbying for legislation, or other political activities are not allowable under this program.

On the detailed budget form for grant-funded contractual expenses, describe the contractual expenses associated with the proposed project.

No contractual costs may be incurred by a pass-through grant recipient unless the subcontract is approved in advance by CAPCOG, following established procedures. The pass-through grant recipient must also submit evidence that the contract price is reasonable and necessary. As applicable under state law and regulations for the activity or service being contracted for, this evidence may take the form of bid tab sheets or other form of evaluation of competitive price offers or competitive proposals, and/or a cost analysis of price analysis under the Uniform Grant Management Standards. If changes to the contractual expenses detailed in this application are necessary, you may submit a revised Form 7f to CAPCOG with a letter requesting changes. The revised documents and CAPCOG response will be included in your contract file.

Form 7g. Detailed Other Expenses

This budget form should be completed if any expenses are entered under "Other" on Line 8 of your Grant Budget Summary.

Other expenses, not falling under the main expense categories, may be included, if appropriate for the proposed project. If you will have additional "Other" expenses, not already listed, please itemize those expenses on the second table. The restrictions set forth in the grant contract apply. If any of the expenses listed are included in the calculation of indirect charges, do not itemize them on this sheet.

On the detailed budget form for grant-funded other expenses, list the other expenses associated with the proposed project.

Computer hardware not listed in the equipment budget form (computer equipment with a unit cost of less than \$5,000), computer software, and additional other expenses must be authorized in advance of purchase by CAPCOG, following established procedures. If changes to the other expenses detailed in this application are necessary, you may submit a revised Form 7g to CAPCOG with a letter requesting changes. The revised documents and CAPCOG response will be included in your contract file.

**FY 2010/2011
SOLID WASTE GRANT
APPLICATION FORMS**

**CAPITAL AREA COUNCIL OF GOVERNMENTS
FY 2010/2011 REGIONAL SOLID WASTE GRANTS PROGRAM**

FORM 1. APPLICATION INFORMATION AND SIGNATURE PAGE

Applicant: Travis County	Funding Amount Proposed: \$ 8,517.96
Address: Transportation and Natural Resources P.O. Box 1748, Austin, TX 78767-1748	Phone/Fax: Ph: 512-916-6613 Fx: 512-916-6474
Contact Person: Melinda Mallia / Mickey Roberts	Email: Melinda.mallia@co.travis.tx.us Mickey.Roberts@co.travis.tx.us

Project Category (Choose One Only)

<input checked="" type="checkbox"/> Local Enforcement <input type="checkbox"/> Litter and Illegal Dumping Cleanup and Community Collection Events <input type="checkbox"/> Source Reduction and Recycling <input type="checkbox"/> Local Solid Waste Management Plans <input type="checkbox"/> Citizens' Collection Stations and "Small" Registered Transfer Stations <input type="checkbox"/> Household Hazardous Waste (HHW) Management <input type="checkbox"/> Technical Studies <input type="checkbox"/> Educational and Training Projects <input type="checkbox"/> Other (<i>requires CAPCOG and TCEQ authorization</i>)
--

Signature

By the following signature, the Applicant certifies that it has reviewed the certifications, assurances, and deliverables included in this application, that all certifications are true and correct, that assurances have been reviewed and understood, and that all required deliverables are included with this application.	
Signature:	Title: County Judge
Typed/Printed Name: Samuel T. Biscoe	Date Signed: October 6, 2009

FOR USE BY CAPCOG

Date application was received: _____

FORM 2. Authorized Representatives

The Applicant hereby designates the individual(s) named below as the person or persons authorized to receive direction from CAPCOG, to manage the work being performed, and to act on behalf of the Applicant for the purposes shown:

- 1. Authorized Project Representative.** The following person is authorized to receive direction, manage work performed, sign required reports, and otherwise act on behalf of the Applicant.

Signature:
Typed/Printed Name: Melinda Mallia / Mickey Roberts
Title: Environmental Project Manager/ Environmental Specialist Senior
Date: October 6, 2009
Phone: 512-854-4460 / 512-854-6613
Email: Melinda.Mallia@co.travis.tx.us / Mickey.Roberts@co.travis.tx.us

- 2. Authorized Financial Representative.** In addition to the authorized project representative, the following person is authorized to act on behalf of the Applicant in all financial and fiscal matters, including signing financial reports and requests for reimbursement.

Signature:
Typed/Printed Name: Joe P. Gieselman / Christina Jensen
Title: Executive Manager / Grants Accountant
Date: October 6, 2009
Phone: 512-854-7670
Email: Christina.Jensen@co.travis.tx.us

FORM 3. Certifications and Assurances

Certifications

In order to receive grant funds under this program, the proposed project must conform to the provisions set forth in the Request for Applications (RFA). The following certifications are intended to help CAPCOG to ensure that these provisions are met. By signing this Application, the person acting on behalf of the Applicant makes the certifications listed below.

1. Authority to Sign Application

The person signing this Application hereby certifies that he/she is the official contact regarding this Application and has authority from the Applicant to sign the Application and that such authority will bind the Applicant in subsequent agreements.

2. Application Contains No False Statements

Applicant certifies that this Application has no false statements and that the Applicant understands that signing this Application with a false statement is a material breach of contract and shall void the submitted Application and any resulting contracts. The Applicant understands that CAPCOG will not accept any amendment, revision, addition or alteration to this Application after the final date and time for submission.

4. Governmental Status

Applicant certifies that it is located in the State of Texas and fits within one of the governmental classifications listed below, as determined under state law:

- a. City
- b. County
- c. Public school or school district (not including Universities or post secondary educational institutions)
- d. Other general and special law district with the authority and responsibility for water quality protection or municipal solid waste management, including river authorities
- e. Council of Governments

5. Solid Waste Fee Payments

Applicant certifies that it is not delinquent in payment of solid waste disposal fees owed the State of Texas.

6. Debarment from State Contracts

Applicant certifies that it is not barred from participating in state contracts by the Texas General Services Commission (GSC), under the provisions of §2155.077, Government Code, and 1 TAC §113.02, GSC Regulations.

7. Conformance to Standards

The Applicant certifies to the best of their knowledge and ability that the proposed project, including all activities in the proposed Scope of Work and the proposed expenditures, conforms to the eligible category standards and allowable expense and funding standards as set forth in the Request for Applications.

8. Consideration of Private Industry

The following certification only applies if the project is under one of the following grant categories:

- a. Source Reduction and Recycling
- b. Citizens' Collection Stations and "Small" Registered Transfer Stations
- c. A demonstration project under the Educational and Training Projects category
- d. Other *{If CAPCOG receives authorization to fund additional types of projects, that authorization may include requirements for notification of private industry. When applicable, those additional project categories should be listed here.}*

Applicant certifies that it has notified private service providers in accordance with the requirements set forth in the Request for Applications and the instructions provided with this application form. Applicant further certifies to the best of their knowledge and ability (after completing Form 5) that the proposed project will promote cooperation between public and private entities, is not otherwise readily available, and will not create a competitive advantage over a private industry that provides recycling or solid waste services.

9. Consistency with Regional Solid Waste Management Plan

Applicant certifies to the best of their knowledge and ability that the proposed project is consistent with applicable goals, objectives, and recommendations of the adopted regional solid waste management plan or fiscal year funding plan of CAPCOG.

10. Technical Feasibility

Applicant certifies that it has carefully reviewed its Scope of Work and that to the best of their knowledge and ability all activities are technically feasible and can be satisfactorily completed within the grant period as set forth in the Request for Applications.

11. Costs Reasonable and Necessary

Applicant certifies to the best of their knowledge and ability that the proposed project activities in the Scope of Work and the expenses outline in the Budget are reasonable and necessary to accomplish the project objectives, and that the proposed expenses are consistent with the costs of comparable goods and services.

12. Certification by Law Enforcement Programs

If the Applicant is a law enforcement entity regulated by Chapter 415 of the Government Code, the Applicant certifies that it is in compliance with all rules developed by the Commission on Law Enforcement Officer Standards and Education (TCLEOSE) pursuant to Chapter 415, Government Code; or that it is in the process of achieving compliance with such rules. If compliance is pending, a certification from TCLEOSE must be attached to indicate that the Applicant is in the process of achieving compliance with the rules.

Assurances

If the application is approved for funding, the grant funds will be awarded through a contract between the Applicant and CAPCOG. The grant contract will contain a number of standards, requirements, and processes that must be complied with as a condition of receiving the grant funds. In order to ensure an understanding by the Applicant of some of the main conditions that will be included in the contract, the Applicant is asked to review the following assurances. By signing this Application, the person acting on behalf of the Applicant indicates their understanding of these conditions and provides assurances that these and other conditions set forth in the grant contract will be adhered to if funding is awarded.

1. Compliance with Standard Pertaining to Real Property and Equipment

Applicant provides assurances that, if funded, the Applicant will comply with the contract provisions pertaining to title to and management of real property and equipment. The contract will contain

obligations and conditions regarding the use of the equipment and/or facilities (the “property”) acquired under the agreement. Included in the provisions are obligations to provide adequate maintenance and conduct physical property inventories; restrictions and conditions on the use, replacement, sale, or transfer of the property; and obligations to continue to adhere to the provisions that grant funds not be used to create a competitive advantage over private industry, in the use or transfer of the property.

2. Participation in TCEQ Recycling Surveys and Reporting

Applicant provides assurances that, if funded, the Applicant will respond to annual recycling program surveys and/or other requests from CAPCOG or the Texas Commission on Environmental Quality for information on municipal solid waste management activities.

3. Compliance with Progress and Results Reporting Requirements

Applicant provides assurances that, if funded, the Applicant will comply with requirements for: reporting on the progress of the project tasks and deliverables; documenting the results of the project and providing those results to CAPCOG on a schedule established by CAPCOG, and additionally, to continue to document the results of the project activities for the life of the project; and to provide CAPCOG with a follow-up results report approximately one year after the end of the grant term.

4. Financial Management

Applicant provides assurances that, if funded, the Applicant will comply with contract provisions and requirements necessary to ensure that expenses are reasonable and necessary, and to adhere to financial administration and reimbursement procedures and provide financial reports on a schedule established by CAPCOG.

5. Compliance with Americans with Disabilities Act

Applicant provides assurances that, if funded, the Applicant will comply with all the applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (Pamph.1995).

6. Compliance with the Single Audit Act

Applicant provides assurances that, if funded, the Applicant will comply with the Single Audit Provisions of the Uniform Grant Management Standards (UGMS), prepared by the Governor’s Office under §§783.001 et. seq, Texas Government Code, and 1 TAC §§5.141 et. seq, Governor’s Office Regulations. Provisions of the Single Audit Circular in Part IV of the UGMS apply to all recipients of funding under this grant.

7. Compliance with Program and Fiscal Monitoring

Applicant provides assurances that, if funded, the Applicant will comply with program and fiscal monitoring provisions of the contract, including: providing additional reports or information as may be requested to adequately track the progress of the project; and allowing site visits to evaluate the progress of the project and to view any grant-funded equipment or facility.

FORM 4. Resolution

A resolution authorizing the application must be approved by the governing body of the Applicant. Following this page is an example Resolution Form that may be used to prepare the required resolution. This or a similar resolution must be specifically signed in addition to the signature required in Form 1.

To complete your application, please remove this page and replace it with a signed resolution of your entity's governing body.

Form 5b. Summaries of Discussions with Private Industry

(Refer to Request for Applications and instructions concerning information to include on this form. Attach any written comments or input provided)

FORM 6: Project Summary

Please provide a complete project summary. Refer to the Request for Applications, application instructions and scoring criteria when completing these forms. If necessary, attach additional pages for each form.

Form 6a. Project Description (Limit Response to 2 Pages)

Travis County requests grant funds to purchase equipment and supplies for illegal dumping enforcement in the County and the CAPCOG region. FY10 grant funds will be used to purchase electronic hardware for documenting reported dumpsites, updating surveillance kits, and to purchase supplies for four County Departments with solid waste enforcement duties. If funded, equipment and supplies provided will improve the ability of Travis County to enforce environmental crimes and assist the CAPCOG region. All staff costs will be borne in-kind by the County.

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• Transportation & Natural Resources Department- Civil Enforcement Program Startup Costs

One (1) full-time position has been designated as a Civil Environmental Enforcement Inspector within the Transportation and Natural Resources department. Key duties of this position include 40% case referrals, compliance recommendations, and basic evidence gathering for solid waste related cases/reports. Some of the supplies listed are to the direct benefit of this startup program.

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• Sheriff's Office

One (1) detective in the Sheriff's Office will continue to investigate illegal dumping complaints, coordinate with investigators in the County Attorney's Office, respond to case referrals and file cases on violators. Grant funds will be used to enhance surveillance systems used by the detective to monitor chronic dumping areas. These systems are also available and are used throughout the CAPCOG region for monitoring illegal dumping.

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• City of Austin/Travis County Health and Human Services (ATCHHS)

The purpose of the Travis County Environmental Unit of the Health department is to use code enforcement officers to curtail illegal dumping and provide enforcement activities within the County. ATCHHS has four (4) inspectors that provide civil enforcement for illegal dumping violations in Travis County as part of their duties. Grant funds will purchase digital cameras that will be used to document solid waste violations.

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• County Attorney's Office

The County Attorney's Office has not requested grant funding, but will continue to provide environmental law training for the Regional Environmental Task Force (RETF), the Texas Environmental Law Enforcement Association, and other entities

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charged with enforcement responsibilities. The office has a prosecutor and two investigators assigned to illegal dumping and environmental enforcement. The County Attorney's Office prosecutes cases brought from other counties in the RETF by mutual agreement with the impacted county.

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Staff in Environmental Quality and Financial Services programs will also provide grant support and coordination among all departments and CAPCOG.

Form 6b. Project Cost Evaluation (*Limit Response to 1 Page*)

Provide an evaluation of the costs associated with the proposed project. Refer to the Request for Applications, application instructions and scoring criteria when completing these forms.

The costs included in this project are for equipment and supplies to enhance existing efforts by multiple departments. Advances in technology will allow digital photographs to be taken with GPS coordinates on a single device; replacing both outdated camera and GPS units. A recent product analysis (posted on pricegrabber.com) listed the average GPS unit cost at \$433 and the average price of a digital camera at \$280. The digital camera model with GPS capability described in the application retails for \$399.99 (a savings of over \$300). Surveillance system upgrades requested will continue to expand the ability of our investigators to monitor chronic areas and build cases against serious offenders. Travis County has committed all staffing costs on an in-kind basis.

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Form 6c. Local Commitment (*Limit Response to 2 Pages*)

Refer to the Request for Applications, application instructions and scoring criteria when completing these forms.

Travis County has a strong commitment to solid waste enforcement and has steadily expanded its program over the last decade to include the following employees working all or a substantial amount of their time on solid waste enforcement.

Full time on environmental enforcement personnel:

- Neil Kucera, prosecutor, CAO
- Sydney Parker, SO, detective
- Doug MacDougall, investigator, CAO
- Dennis Rudder, investigator, CAO

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Inspectors working illegal dumping enforcement 40-50% of their time:

- Charles Crow, ATCHHS
- Duane Robinson, ATCHHS
- Lee Kelley, ATCHHS
- Glenn Buchhorn, ATCHHS

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Other staff working illegal dumping enforcement part-time:

- Kevin Morse, CAO, Enforcement Division Director
- Jonas Rosenthal, TNR Code Enforcement (startup program)
- Gwen Meighan, ATCHHS, Supervisor
- Melinda Mallia, TNR, project manager, grants
- Charles Williams, TNR, spill response & waste management
- Mickey Roberts, TNR, grants and project coordination
- 2 Road and Bridge Supervisors, ROW cleanup and evidence gathering
- 4 Road and Bridge Workers, evidence gathering during cleanup

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If funded, this proposal will provide basic supplies necessary for the startup Civil Enforcement Inspector to assist with solid waste enforcement on a civil and criminal level. Austin/Travis County Health Department officers and County employees that manage Rights of Way will utilize the cameras to document illegal dumping with technology that provides a wide range of data (date, time, GPS location) that is useful to enforcement for investigations. Upgrades to current surveillance systems in use will also expand the overall ability of Travis County criminal investigators and detectives to deter illegal dumping by effective enforcement.

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Form 6d. Scope of Work (Limit Response to 2 Pages)

Provide a work program with a schedule of deliverables for the proposed project or program. The work program with the schedule of deliverables will be considered the Scope of Work to be performed under the contract agreement, if funded. Once the details of the work program have been negotiated with the Applicant and approved by CAPCOG, the work program will be entered into the grant contract.

As concisely as possible, for each task of the proposed project, describe the major steps or activities involved, identify the responsible entities and establish a specific timeframe to accomplish each task. The scope of work for the project or program must include:

- Specific task statements with responsible entity identified
- List of deliverables/products/activities under each task
- Schedule of deliverables

Task 1: Provide reports on project status to CAPCOG as required by contract.

Personnel: Mickey Roberts, Grants Administration, TNR
 Christina Jensen, Grants Accounting, TNR
Deliverables: Progress reports, financial reports, financial reports
Deadline: Quarterly, as required by CAPCOG

Task 2: Purchase equipment and supplies for enforcement personnel in accordance with grant contract requirements and state purchasing law.

Personnel: Mickey Roberts, Grants Administration, TNR
 Christina Jensen, Grants Accounting, TNR
Deliverables: Equipment, supplies as shown in detailed budget
Deadline: Ongoing

Task 3: Investigate dumping complaints, perform routine site inspections and take enforcement actions to obtain compliance.

Personnel: Jonas Rosenthal, Code Enforcement, TNR
Deliverables: Reports of illegal dumping activity, cleanup of dump sites due to enforcement actions.
Deadline: Ongoing

Task 4: Investigate dumping complaints, perform routine site inspections and take enforcement actions to obtain compliance.

Personnel: Road and Bridge division of TNR
Deliverables: Gathers evidence during illegal dump cleanup in ROW, forwards information to Civil Enforcement, County Attorney's Office, or the Sheriff's Department
Deadline: Ongoing

Project Application
 Form 6d

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Form 6e. Consistency with the Regional Solid Waste Management Plan

Reference the goals, objectives, and/or recommendations from the Regional Solid Waste Management Plan Volume I that apply to the project, and how the project will assist in implementing the plan. Please refer to the Request for Applications and application instructions.

The project addresses the following goals of the CAPCOG Regional Solid Waste Management Plan 2002-2022, approved by the Executive Committee on February 9, 2005.

Goal #4 “Continue and enhance current enforcement programs of illegal dumping.”

Project activities include active participation and leadership in the Regional Enforcement Task Force (RETF). Travis County staff provides enforcement assistance through training, investigational support, legal advisement, and prosecution.

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Deleted: The agencies above, along with the Travis County Sheriff's Office and other City of Austin agencies, are key components in resolving the issue of illegal dumping and the environmental degradation it causes. The current project will enhance existing activities in this area by adding a mapping element to identify spatial patterning of illegal dumping and subsequently those areas in need of focused enforcement measures. It will also assist in maintaining state-of-the-art knowledge associated with environmental law and appropriate response. Ultimately, the program is designed to significantly reduce instances of illegal dumping through active identification, investigation, enforcement and prosecution of violations. ¶
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FORM 6f: Local Commitment of Funds/In-Kind Services

Travis County is committed to curtailing illegal dumping on a local and regional level. Environmental enforcement has been developed from a startup program with two litter abatement personnel in the early 90's to over ten employees who regularly investigate, enforce, and prosecute solid waste violations. A new civil enforcement program is currently underway to further expand environmental enforcement in Travis County.

In-kind, Travis County is committing the following resources to the project:

- One (1) Civil Enforcement Inspector from Transportation and Natural Resources (TNR)
- One (1) Detective from the Sheriff's Office
- Five (5) Austin/Travis County Health Department Employees
- Four (4) TNR Road and Bridge Employees

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Project Application
Form 6

5

FORM 7. GRANT BUDGET SUMMARY

Please provide the following breakdown of the total amount of grant funding being requested.
DO NOT include local commitments in the table below:

Budget Category	Funding Amount
1. Personnel/Salaries	\$
2. Fringe Benefits	\$
3. Travel	\$
4. Supplies	\$ 1,380.76
5. Equipment	\$
6. Construction	\$
7. Contractual	\$
8. Other	\$ 7,137.20
9. Total Direct Charges (sum of 1-8)	\$ 8,517.96
10. Indirect Charges*	\$
11. Total (sum of 9 - 10)	\$

12. Fringe Benefit Rate:	%	
13. Indirect Cost Rate:	%	
<p>Identify, in detail, each budget category to which your indirect cost rate applies and explain any special conditions under which the rate will be applied:</p> <p>*In accordance with the UGMS, indirect charges may be authorized if the Applicant has a negotiated indirect cost rate agreement signed within the past 24 months by a federal cognizant agency or state single audit coordinating agency. Alternatively, the Applicant may be authorized to recover up to 10% of direct salary and wage costs (excluding overtime, shift premiums, and fringe benefits) as indirect costs, subject to adequate documentation. If you have an approved cost allocation plan, please enclose documentation of your approved indirect rate.</p>		

Please complete any of the following detailed budget forms that are applicable.

Project Application
Form 7

FORM 7a: Detailed Personnel/Salaries Expenses

For each employee to be funded wholly or in part by this grant, complete one of the lines in the table below. Please refer to the definitions provided in the instructions in completing this sheet. If funds are awarded, changes to grant-funded positions must be approved in advance by CAPCOG. Do not include local contributions in the table below.

Position Title	Function	FTE	Status	Monthly Salary
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
TOTAL				\$
<i>(Must equal Line 1 of the Overall Budget Summary)</i>				

Project Application

Form 7a

FORM 7b: Detailed Travel Expenses

This budget form provides a more detailed breakdown of the total expenses for travel indicated on Line 3 of the Overall Budget Summary. Do not include local contributions in the tables below.

Please describe the types of routine in-region travel expenses expected and purpose for the travel.

Routine In-Region Travel	Purpose of Travel	Estimated Cost
		\$
		\$
		\$
		\$
		\$

All out-of-state travel expenses and other non-routine travel, such as out-of-region travel to special training or events must be pre-approved by CAPCOG. Complete the following information for all requested non-routine travel, including any out-of-state travel. If those details are not presently known, CAPCOG will need to approve those travel costs before the travel occurs.

Non-Routine Travel Expenses

Date(s)	Purpose & Destination	Person(s)	Estimated Cost
			\$
			\$
			\$

TOTAL TRAVEL EXPENSES <i>(Must equal Line 3 of the Overall Budget Summary)</i>	\$
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Project Application
Form 7b

FORM 7c: Detailed Supply Expenses

This budget form provides a more detailed breakdown of the total expenses for supplies indicated on Line 4 of the Overall Budget Summary. Do not include local contributions in the table below.

Please list the general types of supplies you expect to purchase with grant funding.

General Types of Supplies	Estimated Cost
General office/desk supplies	\$
Other supplies (<i>explain below</i>): General startup supplies for Code Enforcement program including safety equipment, basic personal protective equipment (PPE), and site evaluation tools for investigating solid waste issues.	\$ 1,380.76
TOTAL (<i>Must equal Line 4 of the Overall Budget Summary</i>)	\$ 1,380.76

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FORM 7d: Detailed Equipment Expenses

All equipment purchases must be pre-approved by CAPCOG. If the specific details of an equipment purchase are known, show that equipment on the list below. If the specific details of the equipment costs are not known at this time, list the general details on this form. The specific details of the equipment will then need to be provided to and approved by CAPCOG before the costs are incurred. Do not include local contributions in the table below.

Equipment (\$5,000 or more per unit) <i>(Show description, type, model, etc.)</i>	Unit Cost	No.of Units	Total Cost
	\$		\$
	\$		\$
	\$		\$
	\$		\$
TOTAL <i>(Must equal Line 5 of the Overall Budget Summary)</i>		\$	

FORM 7e: Detailed Construction Expenses

All construction projects must be pre-approved by CAPCOG. If the specific details of the construction costs are not known at this time, list the general details on this form. The specific details of the construction will then need to be provided to and approved by CAPCOG before the costs are incurred. For any subcontracted activities, the request for approval will need to include evidence that the contract price is reasonable and necessary (see instructions). Do not include local contributions in the table below.

Types of Construction	Subcontracted Yes/No	Estimated Cost
		\$
		\$
		\$
		\$
		\$
TOTAL <i>(Must equal Line 6 of the Overall Budget Summary)</i>		\$

FORM 7f: Detailed Contractual Expenses

All contractual expenses must be pre-approved by CAPCOG. If the specific details of the contractual costs are not known at this time, list the general details on this form. The more specific details of the contractual costs will then need to be provided to and approved by CAPCOG before the costs are incurred. The request for approval will need to include evidence that the contract price is reasonable and necessary (see instructions). In addition, the subcontract scope of work must be approved by CAPCOG before work begins. Do not include local contributions in the table below.

Purpose	Contractor(s)	Contract Amount
		\$
		\$
		\$
		\$
TOTAL <i>(Must equal Line 7 of the Overall Budget Summary)</i>		\$

FORM 7g: Detailed Other Expenses

This budget form provides a more detailed breakdown of the total other expenses indicated on Line 8 of the Overall Budget Summary. *Please note that the final totals are at the bottom of the next page.* Do not include local contributions in the table below.

Basic Other Expenses

Please identify the basic "Other" category expenses you expect to incur appropriate to the project.

Basic Other Expenses	Estimated Cost
Books and reference materials	\$
Postage, telephone, FAX, utilities	\$
Printing/reproduction	\$
Advertising/public notices	\$
Registration fees for training (if approved)	\$
Repair and maintenance	\$
Basic office furnishings	\$
Space and equipment rentals	\$
Signage	\$

Project Application

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Additional Other Expenses

The specific details of additional Other category expenses, not included on the list of basic Other expenses, must be pre-approved by CAPCOG. If the specific details of the additional Other expenses are not known at this time, list the general details on this form. The more specific details will then need to be provided to and approved by CAPCOG before the costs are incurred. Do not include local contributions in the table below.

Additional Other Expenses	Unit Cost	No. of Units	Total Cost
Computer hardware not listed under the Equipment category <i>(itemize each expense below including description, type, model, etc.):</i> Equipment to maintain and enhance surveillance systems used by the County and the CAPCOG Region. (SEE ATTACHMENT FOR EXAMPLES)	\$		\$ 3,146.21
Computer software <i>(itemize each expense below including description, type, model, etc.):</i>	\$		\$
Additional Other expenses <i>(itemize each expense below including description, type, model, etc.):</i> Samsung CL65 Digital Cameras with WiFi and GPS geo-tagging function (SEE ATTACHMENT FOR EXAMPLES)	\$ 399.99	10	\$ 3,990.99

TOTAL OTHER EXPENSES <i>(Must equal Line 8 of the Overall Budget Summary)</i>	\$ 7,137.20
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REQUIRED ATTACHMENTS TO THE APPLICATION

1. If indirect costs are included in the project budget, attach the Applicant's latest **indirect cost allocation plan**, including documentation of approval of the plan and the indirect cost rate by the Applicant's Federal Cognizant Agency or State Coordinating Agency.
2. If applicable, attach any written comments submitted by private industry (*see instructions for Form 5*).
3. If the Applicant is a law enforcement entity, and if compliance with TCLEOSE rules is still pending, attach a certification from TCLEOSE to indicate that the Applicant is in the process of achieving compliance with the rules (*see Form 3, Certification No. 11*).

A small, handwritten mark or signature in the bottom-left corner of the page, consisting of several loops and a tail.

GRANT SUMMARY SHEET

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

Department/Division:	Travis County Criminal Courts		
Contact Person:	Debra Hale		
Title:	Court Management Director		
Phone Number:	(512)854-9432		

Grant Title:	Formula Grant- Indigent Defense Grants Program		
Grant Period:	From:	October 1, 2009	To: September 30, 2010
Grantor:	Task Force on Indigent Defense		

Check One:	New:	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		\$430,945				\$430,945
Capital Equipment						
Indirect Costs						
TOTAL:		\$430,945				\$430,945
FTEs:						

Performance Measures	Proj. FY09 Measure	Progress As Of:				Proj. FY10 Measure
		12/31/08	3/31/09	6/30/09	9/30/09	
Applicable Departmental Measures						
100% of defendants meeting indigence criteria will receive court appointed counsel and services.	100%	100%	100%	100%	100%	100%
Measures For Grant						

Auditor's Office Approval: <input checked="" type="checkbox"/>	Staff Initials: DB
Auditor's Office Comments: None.	
County Attorney's Office Approval: <input checked="" type="checkbox"/>	Staff Initials: JC
County Attorney's Office Comments: None.	

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PBO Recommendation:

PBO recommends approval of this grant application for continued state support of the county's indigent defense program. Please note that the performance measures for the grant are the same as those for the department.

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?

In 2001, the 77th Legislature passed Senate Bill 7 (Texas Fair Defense Act), which mandated changes in how Texas counties provide, pay and monitor legal services for indigent defendants accused of criminal acts. The Act further mandated that attorneys be paid reasonable fees for performing services based upon the time and labor required, the complexity of the case, and the experience of counsel. The Travis County Courts, in compliance with the Act, adopted new fee schedules effective January 1, 2002. Interim procedures and guidelines related to indigent defense were also adopted. As a result of new procedures and fee schedules, expenses for providing indigent defense have increased annually. The grant award for FY10 (projected allocation) is \$430,945.

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

This is a mandated expense that the County is required to fund long term.

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.

A county match is not required.

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

Not applicable.

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

No. If the grant award is not funded, because this is a mandated function, the department will have to request additional funding.

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

This is an existing program.

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

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This funding will allow us to continue to provide indigent defense services to defendants who meet the criteria for indigence. The only performance measures that have been utilized for indigent defense are (1) the amount of expenses incurred each year and (2) 100% of those defendants who meet indigence criteria will receive a court appointed attorney and services.

The Formula Grant Application confirmation page is shown below. You may use the Print button to print a copy of this for your records. (This text and the buttons should not appear on the printout if you print using the print button.) Use the Home button to return to your homepage.

Print Resolution Home

2010 Travis County Formula Grant Program Application Confirmation

County:	Travis
Fiscal Year:	2010
Confirmation Number:	201022720090922
Projected Allocation:	\$430,945.00
County's FY01 Baseline:	\$4,682,371.00
State Payee Identification number:	17460001922021
Division or unit within the county to administer the grant:	Criminal Courts
Official County Mailing Address:	PO Box 1748 Austin, TX 78767

The County Judge is Samuel T. Biscoe.	Receive Plan
The Financial Officer is the County Auditor, Susan Spataro.	Mailings
The Local Administrative District Judge is John K. Dietz.	<input checked="" type="checkbox"/>
The Local Administrative Statutory County Court Judge is David Crain.	<input checked="" type="checkbox"/>
The Chairman of the Juvenile Board is Darlene Byrne.	<input checked="" type="checkbox"/>

Indigent Defense Plan Review Summary			
	District Court	County Court	Juvenile Board
The following items have been addressed in the plan:			
48 hour initial appearance	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
24 hour transmission of counsel requests.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
1 or 3 working day deadline for appointing counsel	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Attorney Fee Schedule	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Procedures for payment of expenses incurred with prior court approval	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Procedures for payment of expenses incurred without prior court approval	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Itemized fee voucher required to be submitted and approved by judge before payment	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
CLE Training requirements for attorneys complies with Task Force standards	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Plan has met specified conditions	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
The plan requirements appear to have been met.			

After printing out the Resolution / Internet Submission Form and obtaining the appropriate signatures, mail or fax the form to:

Darby Johnson, PPRI
335 H.C. Dullie Bell Building
TAMU Mailstop 4476
College Station, Texas 77843-4476

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Fax number: 888-351-3485

Resolution / Internet Submission Form: Click on link to open new window with Sample resolution. This may be printed or copied (Ctrl+A, Ctrl+C) and pasted (Ctrl+V) into Word Processing software for editing. Word Version

**2010 Travis County Resolution
Indigent Defense Grant Program**

WHEREAS, under the provisions of the Fair Defense Act, 77th Regular Session, counties are eligible to receive grants from the Task Force on Indigent Defense to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation of the provisions of the Fair Defense Act and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Travis County Commissioners Court has agreed that in the event of loss or misuse of the funds, Travis County Commissioners assures that the funds will be returned in full to the Task Force on Indigent Defense.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that Debra A. Hale is designated as the Program Director and contact person for this grant and the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____ day of _____, 2009.

Samuel T. Biscoe
County Judge

Attest:

County Clerk

Internet Submission Form

After submitting the formula grant application on-line, the following Internet submission confirmation number was received #201022720090922. This grant application submission was in accordance with the Commissioners Court Resolution above.

Samuel T. Biscoe
County Judge

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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:	Facilities Management Department /Administration
Contact Person/Title:	Roger A. El Khoury, P.E./Director - FMD
Phone Number:	854-4579

Grant Title:	Energy Efficiency and Conservation Block Grants – Recovery		
Grant Period:	From: Oct 2009	To: April 2011	
Grantor:	U.S. Department of Energy		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	

Check One:	New: <input checked="" type="checkbox"/>	Continuation: <input type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input checked="" type="checkbox"/>	Ongoing Award: <input 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:						0
Operating:						0
Capital Equipment:	2,207,900					2,207,900
Indirect Costs:						0
Total:	2,207,900					2,207,900
FTEs:						0.00

Auditor's Office Review: <u> X </u>	Staff Initials: <u> JC </u>
Auditor's Office Comments: The Auditor's Office rates the management of this grant contract as complex.	
County Attorney's Office Contract Review: <u> </u> Staff Initials: <u> TA </u>	
County Attorney's Office Comments: This grant contract is pending County Attorney's review. If any concerns are raised before Tuesday, October 6, PBO will inform Commissioners Court.	

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						
Energy Use Reduction EOB	2%					5%
Measures For Grant						

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PBO Recommendation:

This grant will provide approximately 2/3 of the cost of the retrofit of the Heating, Ventilation, and Air Conditioning (HVAC) System in the Executive Office Building (EOB). The remaining portion of the cost is included in the FY 10 Certificate of Obligation issuance.

Please note that the performance measures for the grant are the same as for the county. The project will include equipment and systems that are projected to improve energy efficiency at the EOB.

The grant funds will be used to pay for the contract for the HVAC retrofit. The contract approvals will occur electronically upon Commissioners Court approval. PBO recommends approval of this grant contract.

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

Federal grant funds are requested through the U.S. Department of Energy, National Energy Technology Laboratory, to retrofit the HVAC system at the EOB. The Facilities Management Dept. proposes to use these funds to significantly reduce the cost of the project, which was previously submitted for approval in the FY10 budget submittal. The project will support the Senate Bill 12 requirement for County to implement cost effective energy reduction measures. Project when completed will result in a minimum of 5% energy use reduction at the Executive Office Building.

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

None beyond duration of grant.

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

The \$2,207,900 federal portion of the project has been allocated to Travis County by a formula. While matching funds are not required, the total project cost of \$3,500,000 exceeds the amount of funding available. In order to utilize the federal funds, an additional \$1,292,100 in county funds will be required in FY10.

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

Yes – Indirect costs are allowed, but 100% of the grant funding are required for the direct costs of the projects.

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 grant funds are not available, FMD will request funding of the entire EOB Retrofit in a future budget year.

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

Travis County has previously funded energy efficiency improvements as one-time expenses in the annual budgets.

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.

Reduction in energy consumption and related reduction in utilities cost. Project will result in more reliable and effective heating and cooling for the Executive Office Building.

**U.S. Department of Energy
FEDERAL ASSISTANCE REPORTING CHECKLIST
AND INSTRUCTIONS**

1. Identification Number: DE-EE-0000895, 000	2. Program/Project Title: Energy Efficient Facilities												
3. Recipient: County of Travis, TX													
4. Reporting Requirements:	Frequency	No. of Copies	Addressees										
A. MANAGEMENT REPORTING <input checked="" type="checkbox"/> Progress Report <input type="checkbox"/> Special Status Report B. SCIENTIFIC/TECHNICAL REPORTING (Reports/Products must be submitted with appropriate DOE F 241. The 241 forms are available at www.osti.gov/etlink .) <table style="width:100%; border: none;"> <tr> <td style="text-align: left;">Report/Product</td> <td style="text-align: left;">Form</td> </tr> <tr> <td><input type="checkbox"/> Final Scientific/Technical Report</td> <td>DOE F 241.3</td> </tr> <tr> <td><input type="checkbox"/> Conference papers/proceedings*</td> <td>DOE F 241.3</td> </tr> <tr> <td><input type="checkbox"/> Software/Manual</td> <td>DOE F 241.4</td> </tr> <tr> <td><input type="checkbox"/> Other (see special instructions)</td> <td>DOE F 241.3</td> </tr> </table> * Scientific and technical conferences only C. FINANCIAL REPORTING <input checked="" type="checkbox"/> SF-425, Financial Status Report D. CLOSEOUT REPORTING <input type="checkbox"/> Patent Certification <input type="checkbox"/> Property Certification <input type="checkbox"/> Other E. OTHER REPORTING <input type="checkbox"/> Annual Indirect Cost Proposal <input type="checkbox"/> Annual Inventory of Federally Owned Property, if any <input checked="" type="checkbox"/> Other	Report/Product	Form	<input type="checkbox"/> Final Scientific/Technical Report	DOE F 241.3	<input type="checkbox"/> Conference papers/proceedings*	DOE F 241.3	<input type="checkbox"/> Software/Manual	DOE F 241.4	<input type="checkbox"/> Other (see special instructions)	DOE F 241.3	Q, A		EECBG@go.doe.gov
Report/Product	Form												
<input type="checkbox"/> Final Scientific/Technical Report	DOE F 241.3												
<input type="checkbox"/> Conference papers/proceedings*	DOE F 241.3												
<input type="checkbox"/> Software/Manual	DOE F 241.4												
<input type="checkbox"/> Other (see special instructions)	DOE F 241.3												
	Q		EECBG@go.doe.gov										
	A		See Special Instructions Below										
FREQUENCY CODES AND DUE DATES: A - Within 5 calendar days after events or as needed. F - Final; 90 calendar days after expiration or termination of the award. Y - Yearly; 90 days after the end of the reporting period. S - Semiannually; within 30 days after end of reporting period. Q - Quarterly; within 30 days after end of the reporting period.													
5. Special Instructions: NOTE: The Reporting Requirements shown on this checklist are to be used in the interim and will be revised when the EECBG reporting system is finalized. This checklist will be replaced at that time with a modification to the award. Other Reporting: AMERICAN RECOVERY AND REINVESTMENT ACT REPORTING: See the Special Terms and Conditions for Recovery Act reporting requirements, along with the following web site: http://www.federalreporting.gov . The required reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act. Recipients are instructed to maintain data in order to report cumulatively beginning with an estimated October 10, 2009 reporting deadline.													

Federal Assistance Reporting Instructions (5/06)

A. MANAGEMENT REPORTING

Progress Report

The Progress Report must provide a concise narrative assessment of the status of work and include the following information and any other information identified under Special Instructions on the Federal Assistance Reporting Checklist:

1. The DOE award number and name of the recipient.
2. The project title and name of the project director/principal investigator.
3. Date of report and period covered by the report.
4. A comparison of the actual accomplishments with the goals and objectives established for the period and reasons why the established goals were not met.
5. A discussion of what was accomplished under these goals during this reporting period, including major activities, significant results, major findings or conclusions, key outcomes or other achievements. This section should not contain any proprietary data or other information not subject to public release. If such information is important to reporting progress, do not include the information, but include a note in the report advising the reader to contact the Principal Investigator or the Project Director for further information.
6. Cost Status. Show approved budget by budget period and actual costs incurred. If cost sharing is required break out by DOE share, recipient share, and total costs.
7. Schedule Status. List milestones, anticipated completion dates and actual completion dates. If you submitted a project management plan with your application, you must use this plan to report schedule and budget variance. You may use your own project management system to provide this information.
8. Any changes in approach or aims and reasons for change. Remember significant changes to the objectives and scope require prior approval by the contracting officer.
9. Actual or anticipated problems or delays and actions taken or planned to resolve them.
10. Any absence or changes of key personnel or changes in consortium/teaming arrangement.
11. A description of any product produced or technology transfer activities accomplished during this reporting period, such as:
 - A. Publications (list journal name, volume, issue); conference papers; or other public releases of results. Attach or send copies of public releases to the DOE Project Officer identified in Block 11 of the Notice of Financial Assistance Award.
 - B. Web site or other Internet sites that reflect the results of this project.

- C. Networks or collaborations fostered.
- D. Technologies/Techniques.
- E. Inventions/Patent Applications
- F. Other products, such as data or databases, physical collections, audio or video, software or netware, models, educational aid or curricula, instruments or equipment.

Special Status Report

The recipient must report the following events by e-mail as soon as possible after they occur:

1. Developments that have a significant favorable impact on the project.
2. Problems, delays, or adverse conditions which materially impair the recipient's ability to meet the objectives of the award or which may require DOE to respond to questions relating to such events from the public. The recipient must report any of the following incidents and include the anticipated impact and remedial action to be taken to correct or resolve the problem/condition:
 - a. Any single fatality or injuries requiring hospitalization of five or more individuals.
 - b. Any significant environmental permit violation.
 - c. Any verbal or written Notice of Violation of any Environmental, Safety, and Health statutes.
 - d. Any incident which causes a significant process or hazard control system failure.
 - e. Any event which is anticipated to cause a significant schedule slippage or cost increase.
 - f. Any damage to Government-owned equipment in excess of \$50,000.
 - g. Any other incident that has the potential for high visibility in the media.

B. SCIENTIFIC/TECHNICAL REPORTS

Final Scientific/Technical Report

Content. The final scientific/technical report must include the following information and any other information identified under Special Instructions on the Federal Assistance Reporting Checklist:

1. Identify the DOE award number; name of recipient; project title; name of project director/principal investigator; and consortium/teaming members.

2. Display prominently on the cover of the report any authorized distribution limitation notices, such as patentable material or protected data. Reports delivered without such notices may be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use or reproduction of such reports.
3. Provide an executive summary, which includes a discussion of 1) how the research adds to the understanding of the area investigated; 2) the technical effectiveness and economic feasibility of the methods or techniques investigated or demonstrated; or 3) how the project is otherwise of benefit to the public. The discussion should be a minimum of one paragraph and written in terms understandable by an educated layman.
4. Provide a comparison of the actual accomplishments with the goals and objectives of the project.
5. Summarize project activities for the entire period of funding, including original hypotheses, approaches used, problems encountered and departure from planned methodology, and an assessment of their impact on the project results. Include, if applicable, facts, figures, analyses, and assumptions used during the life of the project to support the conclusions.
6. Identify products developed under the award and technology transfer activities, such as:
 - a. Publications (list journal name, volume, issue), conference papers, or other public releases of results. If not provided previously, attach or send copies of any public releases to the DOE Project Officer identified in Block 11 of the Notice of Financial Assistance Award;
 - b. Web site or other Internet sites that reflect the results of this project;
 - c. Networks or collaborations fostered;
 - d. Technologies/Techniques;
 - e. Inventions/Patent Applications, licensing agreements; and
 - f. Other products, such as data or databases, physical collections, audio or video, software or netware, models, educational aid or curricula, instruments or equipment.
7. For projects involving computer modeling, provide the following information with the final report:
 - a. Model description, key assumptions, version, source and intended use;
 - b. Performance criteria for the model related to the intended use;
 - c. Test results to demonstrate the model performance criteria were met (e.g., code verification/validation, sensitivity analyses, history matching with lab or field data, as appropriate);
 - d. Theory behind the model, expressed in non-mathematical terms;
 - e. Mathematics to be used, including formulas and calculation methods;

- f. Whether or not the theory and mathematical algorithms were peer reviewed, and, if so, include a summary of theoretical strengths and weaknesses;
- g. Hardware requirements; and
- h. Documentation (e.g., users guide, model code).

Electronic Submission. The final scientific/technical report must be submitted electronically-via the DOE Energy Link System (E-Link) accessed at <http://www.osti.gov/mlink-2413>.

Electronic Format. Reports must be submitted in the ADOBE PORTABLE DOCUMENT FORMAT (PDF) and be one integrated PDF file that contains all text, tables, diagrams, photographs, schematic, graphs, and charts. Materials, such as prints, videos, and books, that are essential to the report but cannot be submitted electronically, should be sent to the Contracting Officer at the address listed in Block 12 of the Notice of Financial Assistance Award.

Submittal Form. The report must be accompanied by a completed electronic version of DOE Form 241.3, "U.S. Department of Energy (DOE), Announcement of Scientific and Technical Information (STI)." You can complete, upload, and submit the DOE F.241.3 online via E-Link. You are encouraged not to submit patentable material or protected data in these reports, but if there is such material or data in the report, you must: (1) clearly identify patentable or protected data on each page of the report; (2) identify such material on the cover of the report; and (3) mark the appropriate block in Section K of the DOE F 241.3. Reports must not contain any limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release. Protected data is specific technical data, first produced in the performance of the award that is protected from public release for a period of time by the terms of the award agreement.

Conference Papers/Proceedings

Content: The recipient must submit a copy of any conference papers/proceedings, with the following information: (1) Name of conference; (2) Location of conference; (3) Date of conference; and (4) Conference sponsor.

Electronic Submission. Scientific/technical conference paper/proceedings must be submitted electronically-via the DOE Energy Link System (E-Link) at <http://www.osti.gov/mlink-2413>. Non-scientific/technical conference papers/proceedings must be sent to the URL listed on the Reporting Checklist.

Electronic Format. Conference papers/proceedings must be submitted in the ADOBE PORTABLE DOCUMENT FORMAT (PDF) and be one integrated PDF file that contains all text, tables, diagrams, photographs, schematic, graphs, and charts. If the proceedings cannot be submitted electronically, they should be sent to the DOE Administrator at the address listed in Block 12 of the Notice of Financial Assistance Award.

Submittal Form. Scientific/technical conference papers/proceedings must be accompanied by a completed DOE Form 241.3. The form and instructions are available on E-Link at <http://www.osti.gov/mlink-2413>. This form is not required for non-scientific or non-technical conference papers or proceedings.

Cognizant Agency. The recipient must submit its annual indirect cost proposal directly to the cognizant agency for negotiating and approving indirect costs. If the DOE awarding office is the cognizant agency, submit the annual indirect cost proposal to the DOE Award Administrator identified in Block 12 of the Notice of Financial Assistance Award.

Annual Inventory of Federally Owned Property

Requirement. If at any time during the award the recipient is provided Government-furnished property or acquires property with project funds and the award specifies that the property vests in the Federal Government (i.e. federally owned property), the recipient must submit an annual inventory of this property to the DOE Award Administrator identified in Block 12 of the Notice of Financial Assistance Award no later than October 30th of each calendar year, to cover an annual reporting period ending on the preceding September 30th.

Content of Inventory. The inventory must include a description of the property, tag number, acquisition date, location of property, and acquisition cost, if purchased with project funds. The report must list all federally owned property, including property located at subcontractor's facilities or other locations.

AUDITORS OFFICE — Marvin Brice

Award: DE-EE0000895/EECBG

Description

TAS::89 0331::TAS Recovery
Recovery Act: Energy Efficient
Facilities

Overview

Post date: 08/15/2009

NAICS:
PSC / FSC: 0000

Award date: 08/15/2009
Award / Order Number: DE-
EE0000895

Agency: DOE - DOE

Issuing office:

Golden Field Office
U.S. Department of Energy
Golden Field Office
1617 Cole Blvd.

Golden, CO 80401-3393

Contact name:
Phone:
Fax:
Email:

What do I do now?

This is the award summary page. To the left you will see a description and an overview of this award. To the right you will see a list of the attached documentation. To view any of the attachments, simply click the attachment name. You will also see the current award team for your company.

To participate on this award team, click the Join button.

[Return to Award List](#)

Documentation

DE-EE0000895 / @@@

BASE

Assistance Agreement Form

BODY

Federal Assistance Reporting Checklist (DOE 4600.2)

Budget Information

Statement of Project Objectives

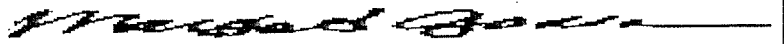
Award Team

[Join](#)

No team members found.

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NOT SPECIFIED /OTHER

ASSISTANCE AGREEMENT			
1. Award No. DE-EE0000895	2. Modification No.	3. Effective Date 08/17/2009	4. CFDA No. 81.128
5. Awarded To TRAVIS, COUNTY OF Attn: CYD GRIMES P.O. BOX 1748 AUSTIN TX 787671748	6. Sponsoring Office Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401		7. Period of Performance 08/17/2009 through 08/16/2012
8. Type of Agreement <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other	9. Authority PL 110-140, EISA 2007 PL 111-5, Recovery Act 2009	10. Purchase Request or Funding Document No. 09EE003460	
11. Remittance Address TRAVIS, COUNTY OF Attn: CYD GRIMES P.O. BOX 1748 AUSTIN TX 787671748	12. Total Amount Govt. Share: \$2,207,900.00 Cost Share : \$0.00 Total : \$2,207,900.00		13. Funds Obligated This action: \$2,207,900.00 Total : \$2,207,900.00
14. Principal Investigator Roger El Khoury 512-854-4460	15. Program Manager Mitchell James Duran Phone: 303-275-4772	16. Administrator Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401-3393	
17. Submit Payment Requests To	18. Paying Office	19. Submit Reports To See Attachment #2	
20. Accounting and Appropriation Data EECBG Program			
21. Research Title and/or Description of Project RECOVERY ACT: ENERGY EFFICIENT FACILITIES			
For the Recipient		For the United States of America	
22. Signature of Person Authorized to Sign		25. Signature of Grants/Agreements Officer 	
23. Name and Title	24. Date Signed	26. Name of Officer Margo A. Gorin	27. Date Signed 08/15/2009

NOT SPECIFIED /OTHER

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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-EE0000895	2	3

NAME OF OFFEROR OR CONTRACTOR
 TRAVIS, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS Number: 030908842</p> <p>In addition to this Assistance Agreement, this award consists of the items listed in the Special Terms and Conditions, Provision 2, Award Agreement Terms and Conditions.</p> <p>In Block 7 of the Assistance Agreement, the Period of Performance reflects the beginning of the project through the end of the current Budget Period, shown as 08/17/2009 through 08/16/2012.</p> <p>Blocks 12 and 13 of the Agreement Cover Page indicate the Total Obligated Amount of this project, which is the Recipient's total allocation. No funds are available in ASAP to the Recipient through this action due to the restrictions in Provision 16, National Environmental Policy Act Clause in the Special Terms and Conditions. Once these conditions have been met, funding will be released to the Recipient according to Provision 15, Staged Disbursement Clause of the Special Terms and Conditions.</p> <p>DOE Award Administrator: Pamela Brodie E-mail: pamela.brodie@go.doe.gov Phone: 303-275-4741</p> <p>DOE Project Officer: Mitchell Duran E-mail: mitchell.duran@go.doe.gov Phone: 303-275-4772</p> <p>Recipient Business Officer: Roger El Khoury E-mail: roger.elkhoury@co.travis.tx.us Phone: 512-854-4460</p> <p>Recipient Principal Investigator: Roger El Khoury E-mail: roger.elkhoury@co.travis.tx.us Phone: 512-854-4460</p> <p>"Electronic signature or signatures as used in this document means a method of signing an electronic message that-- (A) Identifies and authenticates a particular person as the source of the electronic message; (B) Indicates such person's approval of the information contained in the electronic message; and, Continued ...</p>				

NOT SPECIFIED /OTHER

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-EE0000895	3	3

NAME OF OFFEROR OR CONTRACTOR
 TRAVIS, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(C) Submission via FedConnect constitutes electronically signed documents." ASAP: Yes Extent Competed: NOT AVAIL FOR COMP Delivery Location Code: 03601 Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401-3393 Payment: OR for Golden U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4517 Oak Ridge TN 37831 Fund: 05796 Appr Year: 2009 Allottee: 31 Report Entity: 200835 Object Class: 41020 Program: 1005115 Project: 2004350 WFO: 0000000 Local Use: 0000000 TAS Agency: 89 TAS Account: 0331				

STATEMENT OF PROJECT OBJECTIVES

Travis County, Texas
Energy Efficient Facilities
(Retrofit of Travis County Executive Office Building HVAC Systems)

A. PROJECT OBJECTIVES

Energy Efficiency Retrofits will be undertaken using the Energy Efficiency Conservation Strategy (EECS) as a guide for the expenditure of the Energy Efficiency Conservation Block Grant allocation.

Energy Efficiency Retrofits –

The recipient's project is focused on the removal of a 40 year old HVAC heating and cooling system that is antiquated and extremely inefficient. The recipient will strive to obtain the most energy savings possible.

1. Perform Energy Assessments of the executive building and property.
2. Replacement of HVAC ductwork.
3. Replacement of air registers, grills, Variable Air Volume equipment, temperature sensors and DDC controls.
4. Replacement of constant volume air handler units with appropriately sized variable frequency units.
5. Replacement of central plant cooling equipment compressors equipment and associate condenser units.
6. Replacement of central heating system for building.
7. Installation of energy efficient variable air volume terminal box units with appropriate controls and reheat.
8. Develop a strategy to manage the waste stream this project will produce and execute the strategy with attention to any harmful materials and the handling of them.
9. Document and report the expected results in a timely manner.
10. The recipient will strive to create and retain jobs with use of the Recovery Act funds.

B. PROJECT SCOPE

The scope for this award is the implementation of the EECS and all supporting documentation necessary for the proposed activities. The recipient has proposed to improve the energy efficiency of the County's multi-level executive administration buildings HVAC heating and cooling system to current standards and yield a substantial energy savings. The design will be outsourced and the recipient will provide some architectural services and project management. The project will produce jobs in the private sectors of construction, and manufacturing.

C. TASKS TO BE PERFORMED

Energy Efficiency Retrofits-

- The recipient’s project is focused on the removal of a 40 year old HVAC heating and cooling system that is antiquated and extremely inefficient. The recipient will strive to obtain the most energy savings possible.
- The grantee is to make every effort to attain the following outcomes from this activity in support of the American Recovery and Reinvestment Act of 2009.

Number of Jobs Created	38
Number of Jobs Retained	TBD
Energy Saved and/or Renewable Energy Generated	55,440 kWh
GHG Emissions reduced (CO2 Equivalents)	3,616,000
Funds Leveraged	1,492,100

All the associated tasks are subject to the project schedule and construction milestones identified by the recipient and their various contractors.

▶ **Task 1.0** Perform Energy Assessments of the executive building and property.

Task 2.0 Replacement of all HVAC ductwork.

Task 3.0 Replacement of air registers, grills, Variable Air Volume equipment, temperature sensors and DDC controls.

Task 4.0 Replacement of constant volume air handler units with appropriately sized variable frequency units.

Task 5.0 Replacement of central plant cooling equipment compressors equipment and associated condenser units.

Task 6.0 Replacement of central heating system for building.

Task 7.0 Installation of energy efficient variable air volume terminal box units with appropriate controls and reheat.

Task 8.0 Develop a strategy to manage the waste stream this project will produce and execute the strategy with attention to any harmful materials and the handling of them.

Task 9.0 Document and report the expected results in a timely manner.

Task 10.0 The recipient will strive to create and retain jobs with use of the Recovery Act funds.

Task 11.0 Project Management and Reporting Reports and other deliverables will be provided in accordance with the Federal Assistance Reporting Checklist following the instructions included therein.

Applicant's Name: County of Travis, TX

Award Number: DE-EE0000895 / 000

Budget Information – Non Construction Programs

OMB Approval No.0348-0044

Section A – Budget Summary		Estimated Unobligated Funds					New or Revised Budget	
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget				
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)		
1. EECBG	81.128			\$2,207,900	\$0	\$2,207,900		
2.								
3.								
4.								
5. Totals				\$2,207,900	\$0	\$2,207,900		
Section B – Budget Categories		Grant Program, Function or Activity					Total	
6. Object Class Categories		(1)	(2)	(3)	(4)	(5)		
a. Personnel						\$0		
b. Fringe Benefits						\$0		
c. Travel						\$0		
d. Equipment						\$0		
e. Supplies						\$0		
f. Contractual		\$2,207,900				\$2,207,900		
g. Construction						\$0		
h. Other						\$0		
i. Total Direct Charges (sum of 6a-6h)						\$0		
j. Indirect Charges						\$0		
k. Totals (sum of 6i and 6j)		\$2,207,900				\$2,207,900		
7. Program Income								

SPECIAL TERMS AND CONDITIONS

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1. RESOLUTION OF CONFLICTING CONDITIONS

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

2. AWARD AGREEMENT TERMS AND CONDITIONS

This award/agreement consists of the Agreement Cover Page, plus the following:

a. Special Terms and Conditions.

b. Attachments:

Attachment Number	Title
1.	Statement of Project Objectives
2.	Federal Assistance Reporting Checklist and Instructions
3.	Budget Pages (SF 424A)

c. Program regulations, if applicable.

d. DOE Assistance Regulations, 10 CFR Part 600 at <http://ecfr.gpoaccess.gov>.

e. Application/proposal as approved by DOE.

f. National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at http://management.energy.gov/business_doe/1374.htm.

3. ELECTRONIC AUTHORIZATION OF AWARD DOCUMENTS

Acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by the Department of Energy, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of the award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

4. PAYMENT PROCEDURES - ADVANCES THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM

- a. Method of Payment. Payment will be made by advances through the Department of Treasury's ASAP system.
- b. Requesting Advances. Requests for advances must be made through the ASAP system. You may submit requests as frequently as required to meet your needs to disburse funds for the Federal share of project costs. If feasible, you should time each request so that you receive payment on the same day that you disperse funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
- c. Adjusting payment requests for available cash. You must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income,

rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE.

- d. Payments. All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that you filed with the U.S. Department of Treasury.

5. CEILING ON ADMINISTRATIVE COSTS

- a. Local government and Indian Tribe Recipients may not use more than 10 percent of amounts provided under this program, or \$75,000, whichever is greater (EISA Sec 545 (b)(3)(A), for administrative expenses, excluding the costs of meeting the reporting requirements under Title V, Subtitle E of EISA. These costs should be captured and summarized for each activity under the Projected Costs Within Budget: Administration.
- b. Recipients are expected to manage their administrative costs. DOE will not amend an award solely to provide additional funds for changes in administrative costs. The Recipient shall not be reimbursed on this project for any final administrative costs that are in excess of the designated 10 percent administrative cost ceiling. In addition, the Recipient shall neither count costs in excess of the administrative cost ceiling as cost share, nor allocate such costs to other federally sponsored project, unless approved by the Contracting Officer.

6. LIMITATIONS ON USE OF FUNDS

- a. By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, for gambling establishments, aquariums, zoos, golf courses or swimming pools.
- b. Local government and Indian tribe Recipients may not use more than 20 percent of the amounts provided or \$250,000, whichever is greater (EISA Sec 545 (b)(3)(B)), for the establishment of revolving loan funds.
- c. Local government and Indian tribe Recipients may not use more than 20 percent of the amounts provided or \$250,000, whichever is greater (EISA Sec 545 (b)(3)(C)), for subgrants to nongovernmental organizations for the purpose of assisting in the implementation of the energy efficiency and conservation strategy of the eligible unit of local government or Indian tribe.

7. REIMBURSABLE INDIRECT COSTS AND FRINGE BENEFITS COSTS

The budget for this award does not include indirect costs or fringe benefits. Therefore, these expenses shall not be charged to nor reimbursement requested for this project nor shall the indirect and fringe benefit costs from this project be allocated to any other federally sponsored project. In addition, indirect costs or fringe benefits shall not be

counted as cost share unless approved by the Contracting Officer. This restriction does not apply to subawardees' indirect or fringe benefit costs.

8. USE OF PROGRAM INCOME

If you earn program income during the project period as a result of this award, you may add the program income to the funds committed to the award and used to further eligible project objectives.

9. STATEMENT OF FEDERAL STEWARDSHIP

DOE will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

10. SITE VISITS

DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your subawardees to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

11. REPORTING REQUIREMENTS

- a. Requirements. The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, attached to this award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.
- b. Additional Recovery Act Reporting Requirements are found in the Provision below labeled: "REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT."

12. PUBLICATIONS

- a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.
- b. An acknowledgment of DOE support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy [National Nuclear Security Administration] [add name(s) of other agencies, if applicable] under Award Number(s) [enter the award number(s)]."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

13. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

You must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

14. LOBBYING RESTRICTIONS

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

15. STAGED DISBURSEMENT

- a. The total funding allocation for this award, shown in Block 12 of the Agreement Cover Page, will be obligated in full with this action; however, funds will be released according to a staged disbursement schedule. All funds must be expended within 36 months of the effective date of the award.

1. The initial disbursement of funds will include 50% of the total funding allocation, identified on Page 2 of the Agreement Cover Page, which will be released to the Recipient to begin work on the approved activities listed in the Statement of Project Objectives. [Include the following sentence if any conditions are placed on the release of funds for the initial disbursement.] If conditions are included in the terms and conditions of this award, upon satisfying the conditions, the Contracting Officer will lift the funding restrictions associated with the conditions and release the remainder of the initial disbursement of funds.

2. Project performance will be monitored and corrective action taken, as necessary to ensure acceptable performance under this award. After one or more progress reviews, in which the Recipient must demonstrate that it has made satisfactory progress on its activities; expended funds appropriately; complied with reporting requirements; and created jobs, the Contracting Officer will approve the release of the remaining balance of the total funding allocation.

b. No additional funds will be disbursed to the Recipient for payment, and DOE does not guarantee or assume any obligation to reimburse costs incurred by the Recipient, until the requirements of each progress review are met. Failure by the Recipient to demonstrate acceptable performance under this award will be deemed a noncompliance pursuant to 10 CFR 600. If a noncompliance occurs, the Contracting Officer may unilaterally terminate or suspend this award and deobligate the amounts obligated. In such case, the Recipient shall not be reimbursed for costs incurred at the Recipient's risk, as described above.

16. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

The Recipient is restricted from taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing either a NEPA clearance or a final NEPA decision regarding this project. Prohibited actions include: Tasks 2.0, 3.0, 4.0, 5.0, 6.0 and 7.0.

In addition, prior to the expenditure of Federal funds to implement Tasks 2.0, 3.0, 4.0, 5.0, 6.0 and 7.0, the Recipient is required to provide documentation to the Project Officer demonstrating that it has prepared a disposal plan for sanitary or hazardous waste generated by the proposed activities. Sanitary or hazardous waste includes, but is not limited to, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, asbestos, etc.

The DOE Contracting Officer shall consider compliance with this requirement complete only after the Recipient has submitted adequate documentation to DOE for its review, and DOE has provided written approval to the Recipient of its proposed plan to dispose of its sanitary or hazardous waste.

This restriction does not preclude you from carrying out Tasks 1.0, 8.0, 9.0, 10.0 and 11.0.

If you move forward with activities that are not authorized for Federal funding by the DOE Contracting Officer in advance of the final NEPA decision, you are doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share.

If this award includes construction activities, you must submit an environmental evaluation report/evaluation notification form addressing NEPA issues prior to DOE initiating the NEPA process.

17. DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the Recipient for (i) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (ii) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of the Agreement.

18. SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (May 2009)

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency

between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

Definitions

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds -- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government; or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

Special Provisions

A. Flow Down Requirement

Recipients must include these special terms and conditions in any subaward.

B. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf

course, or swimming pool.

D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized --

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subgrant, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered

funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.).

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G. Reserved

H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

I. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds

Funds obligated to this award are available for reimbursement of costs until 36 months after the award date.

K. Additional Funding Distribution and Assurance of Appropriate Use of Funds

Certification by Governor – For funds provided to any State or agency thereof by the American Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor of the State shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds will be used to create jobs and promote economic growth.

Acceptance by State Legislature -- If funds provided to any State in any division of the Act are not accepted for use by the Governor, then acceptance by the State legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such State.

Distribution -- After adoption of a State legislature's concurrent resolution, funding to the State will be for distribution to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

L. Certifications

With respect to funds made available to State or local governments for infrastructure investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive

infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

19. REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT

(a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter in which the Recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first-tier subrecipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

20. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

*Special Note: Definitization of the Provisions entitled, "REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009" and "REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009" will be done upon definition and review of final activities.

21. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(a) *Definitions.* As used in this award term and condition—

(1) *Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been—

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) *Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.* (1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows:

To Be Determined

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that—

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the Recovery Act . (1)(i)*
Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

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(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of measure	Quantity	Cost (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____

List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

*Include all delivery costs to the construction site.

22. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(a) *Definitions.* As used in this award term and condition—

Designated country — (1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom;

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or

(3) A United States-European Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom.

Designated country iron, steel, and/or manufactured goods — (1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

Domestic iron, steel, and/or manufactured good — (1) Is wholly the growth, product, or manufacture of the United States; or

(2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States.

Foreign iron, steel, and/or manufactured good means iron, steel and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

Manufactured good means a good brought to the construction site for incorporation into the building or work that has been—

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties,

breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Iron, steel, and manufactured goods.* (1) The award term and condition described in this section implements—

(i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and

(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. This obligation shall only apply to projects with an estimated value of \$7,443,000 or more.

(2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this section.

(3) The requirement in paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows:

To Be Determined

(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this section if the Federal Government determines that—

(i) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act. (1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(4) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of measure	Quantity	Cost (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____

List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

*Include all delivery costs to the construction site.

23. WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

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Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

24. RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

25. DAVIS BACON ACT REQUIREMENTS

Note: Where necessary to make the context of these articles applicable to this award, the term "Contractor" shall mean "Recipient" and the term "Subcontractor" shall mean "Subrecipient or Subcontractor" per the following definitions.

Recipient means the organization, individual, or other entity that receives an award from DOE and is financially accountable for the use of any DOE funds or property provided for the performance of the project, and is legally responsible for carrying out the terms and conditions of the award.

Subrecipient means the legal entity to which a subaward is made and which is accountable to the recipient for the use of the funds provided. The term may include foreign or international organizations (such as agencies of the United Nations).

Davis-Bacon Act

(a) Definition.--"Site of the work"--

(1) Means--

(i) The primary site of the work. The physical place or places where the construction called for in the award will remain when work on it is completed; and

(ii) The secondary site of the work, if any. Any other site where a significant portion of the building or work is constructed, provided that such site is--

(A) Located in the United States; and

(B) Established specifically for the performance of the award or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided--

(i) They are dedicated exclusively, or nearly so, to performance of the award or project; and

(ii) They are adjacent or virtually adjacent to the "primary site of the work" as defined in paragraph (a)(1)(i), or the "secondary site of the work" as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal award or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a award.

(b) (1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the award was performed at that site and shall be incorporated without any adjustment in award price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this article; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the article entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this article) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(c) (1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the award shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (c)(2) and (c)(3) of this article shall be paid to all workers performing work in the classification under this award from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the award for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

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(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

Rates of Wages - Prior Approval for Proceeding with Davis-Bacon Construction Activities

If the Recipient determines at any time that any construction, alteration, or repair activity as defined by 29 CFR 5.2(j) (<http://cfr.vlex.com/vid/5-2-definitions-19681309>) will be performed during the course of the project, the Recipient shall request approval from the Contracting Officer prior to commencing such work. If the Contracting Officer concurs with the Recipient's determination, the Recipient must receive Contracting Officer approval to proceed with such activity, and must comply with all applicable Davis-Bacon requirements, prior to commencing such work. A modification to the award which incorporates the appropriate Davis-Bacon wage rate determination(s) will constitute the Contracting Officer's approval to proceed. If the Contracting Officer does not concur with the Recipient's determination, the Contracting Officer will so notify the Recipient in writing.

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:	TNR
Contact Person/Title:	Steve Manilla (Program), Donna Williams (Financial)
Phone Number:	49429-Steve, 47677 Donna

Grant Title:	TX DoT Advanced Funding Agreement - Howard Lane @ SH 130		
Grant Period:	From: 7/28/2009	To:	
Grantor:	Texas Department of Transportation		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	TOTAL
Personnel:						0
Operating:						0
Capital Equipment:		6,000,000	1,575,000			7,575,000
Indirect Costs:						0
Total:	0	6,000,000	1,575,000	0	0	7,575,000
FTEs:						0.00

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

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Applicable Depart. Measures						
Agreement in Place				6/16/09		
Design Approved						01/01/12
Construction Complete						01/01/14
Measures For Grant						
Project Complete & Accepted						
Outcome Impact Description						
Additional Roadway Access to SH 130						01/01/14
Outcome Impact Description						
Outcome Impact Description						

PBO Recommendation:

PBO concurs 

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?

To participate in the cost of design and construction of the Howard Lane Extension to SH 130 as a four lane divided CAMPO arterial roadway. This project was approved in the 2005 bond program as a public-private project. TNR and the private parties could not reach an agreement on cost-sharing so the public funds were shifted to another project, as required by the bond covenants. The project was submitted to CAMPO for funding and approved to receive State concession funding. The County is also partnering with the City on this project through an Interlocal Agreement.

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

When project is completed will become part of the Travis County Road System and maintained in accordance with current policy including mowing of right-of-way and overlay maintenance based on pavement condition survey recommendations

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.

County issued \$1,725,000 of COs in FY 2009 for local match requirement. This local match is in account 513-4931-808-8164.

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

No

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.

County will maintain improvements as part of it's road system.

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

N/A

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

It will add additional roadway to be maintained by Travis County Road Maintenance Division



RECEIVED

09 SEP 21 PM 9:29

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

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

September 18, 2009

MEMORANDUM

TO: Rodney Rhodes, Executive Manager, Planning and Budget Office

FROM: *Carol B. Joseph for*
Joseph P. Gieselman, Executive Manager

SUBJECT: Place Grant Contract Amendment on Commissioners Court Agenda

Proposed Motion: Consider and take appropriate action on recommendation to approve Amendment #1 to the Advance Funding Agreement for the Howard Lane at SH 130 project.

Summary and Staff Recommendation: TNR is requesting that the Commissioners Court approve a grant contract amendment with the Texas Department of Transportation (TX DoT) for the Howard Lane at SH 130 project. This amendment clarifies how the \$6,000,000 grant funds are to be distributed to the County as well as specifies what is to be done with the accrued interest and any unused funds.

Budgetary and Fiscal Impact: There are no additional budgetary obligations for this grant contract. The County's costs participation will remain the same as with the original agreement and will be funded through FY 2009 certificate of obligation funds.

Required Authorizations: Planning and Budget Office, Auditor's Office, and County Attorney's Office.

Exhibits: Grant Tracking Form, Grant Summary Sheet, Copy of original Advanced Funding agreement, 3 Original TX DoT Advance Funding Agreement Amendment #1 documents.

If you have any questions or require additional information please contact Donna Williams-Jones at extension 47677.

DW:JPG:dw

Attachments

cc/ Michelle Gable, Auditor's Office
Chris Gilmore, County Attorney's Office
Jessica Rio, PBO
Steve Manilla, TNR
Donna Williams-Jones, TNR

CMW

111

CODE: 9100

Last Updated 10-1-09 at 4:57pm

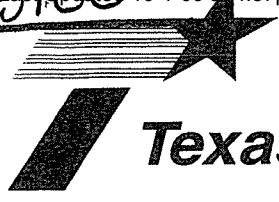
Donna Williams - press

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AUG 05 2009

COPY

TNR



Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

July 31, 2009

Travis County
CSJ: 0914-04-255
Howard Lane at SH 130

Joe Gieselman
Executive Manager
Travis County
P.O. Box 1748
Austin, Texas 78767-1748

Attn: Steve Manilla

Dear Mr. Gieselman:

Attached is an executed copy of an Advance Funding Agreement for the above project. This Agreement also terminates the Agreement that was executed May 26, 2009.

As stated previously, although the project is not a part of a cost share program funded with federal dollars, Direct Costs must be applied. Therefore, a check made payable to the Texas Department of Transportation Trust Fund in the amount of \$75,000 is now due to activate the project. A check in the amount of \$6,000,000 will be issued to the County upon activation of the project.

If you have any questions, please contact me at 832-7050.

Sincerely,

(Patricia L. Crews-Weight, P.E.
Director of Design - AUS

Attachment

cc: Chris Hatla
Mike Walker

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Code Chart 64 #50227
Howard Lane at SH 130
CFDA #N/A

FILED FOR RECORD
2009 JUN 22 AM 11:22
COUNTY CLERK
TRAVIS COUNTY TEXAS
ORIGINAL

STATE OF TEXAS §
COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For a
SH 130 Comprehensive Development Agreement
Concession Payment Project**

THIS AGREEMENT (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation hereinafter called the "State", and Travis County, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order 111440, authorizing the State to undertake and complete a highway improvement generally described as a regional project constructing the Howard Lane Extension to SH 130; and,

WHEREAS, the previous Advance Funding Agreement executed May 26, 2009, is hereby terminated and replaced with this new Agreement.

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated JUNE 16, 2009 which is attached hereto and made a part hereof as Attachment A for construction of the Howard Lane Extension to SH 130 at the location shown on the Map in Attachment B hereinafter referred to as the Project.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

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District # 14
Code Chart 64 #50227
Howard Lane at SH 130
CFDA #N/A

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Scope of Work

The scope of work is the construction of the Howard Lane extension to SH 130 as shown on Attachment B.

3. Local Project Sources and Uses of Funds

- a. The total estimated cost of the Project is shown in the Project Budget - Attachment C which is attached hereto and made a part hereof. The expected cash contributions from the federal or State government, the Local Governments, or other parties is shown in Attachment C. The State will pay for only those project costs that have been approved by the Texas Transportation Commission. Any work done prior to state authorization will not be eligible for reimbursement. It is the Local Government's responsibility to verify that the State Letter of Authority has been issued for the work covered by this Agreement.
- b. This project cost estimate shows how necessary resources for completing the project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- c. The State will be responsible for securing the Concession funding required for the development and construction of the local project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- d. The Local Government will be responsible for all non-State participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement.
- e. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- f. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in

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writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

- g. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.
- h. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government or the State will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.
- i. The State will not pay interest on any funds provided by the Local Government.
- j. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local project, unless this Agreement is terminated at the request of the Local Government prior to completion of the project.
- k. If the project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the amount of the fixed price or the incremental payment schedule.
- l. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- m. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

4. Termination of this Agreement

This Agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- a. the Agreement is terminated in writing with the mutual consent of the parties;
- b. the Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- c. the Local Government elects not to provide funding after the completion of preliminary engineering, specifications and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project.

5. Amendments

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Amendments to this Agreement due to changes in the character of the work or terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

An Access Permit for the connection of Howard Lane to SH 130 is not required.

Compliance with the National Environmental Policy Act and the National Historic Preservation Act of 1966 is not required for this project.

The Local Government shall be solely responsible for compliance with the Local Government's applicable environmental laws, rules and regulations that regulate development of this local project. The Local Government shall provide the State with written documentation verifying compliance with those applicable rules and regulations.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services.

The design shall conform to the American Association of State Highway Transportation Officials (AASHTO) design criteria and the engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and*

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Maintenance of Highways, Streets and Bridges, and the special specifications and special provisions related thereto.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases.

Professional services contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

11. Construction Responsibilities

- a. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and recommend award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure funding eligibility, projects must be authorized by the State prior to advertising for construction.
- b. The Local Government will use its approved contract letting and award procedures to let and recommend award the construction contract.
- c. Prior to their execution, the State will review and approve contract change orders.
- d. Upon completion of the Project, the party constructing the project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- e. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

12. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

13. Right of Way and Real Property

The Local Government is responsible for the provision and acquisition of any needed right of way or real property.

14. Notices

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Local Government: Executive Manager	State: Austin District Engineer
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P.O. Box 1748 Austin, Texas 78767-1748	P. O. Drawer 15426 Austin, Texas 78761-5426
---	--

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party.
Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all Federal, State, and Local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Cost Principles – NOT APPLICABLE TO THIS PROJECT

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

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21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Office of Management and Budget (OMB) Audit Requirements

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

24. Civil Rights Compliance

The Local Government shall comply with the regulations of the Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

25. Disadvantaged Business Enterprise Program Requirements

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

26. Debarment Certifications

The Local Government shall not contract with any person that: is suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal agency or that is debarred or suspended by the State.

27. Lobbying Certification

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal 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,

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amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The parties 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.

By executing this Agreement, the parties affirm this lobbying certification with respect to the individual projects and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

29. Signatory Warranty

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

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Howard Lane at SH 130
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IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

Samuel T. Biscoe
Name

Samuel T. Biscoe
Printed Name and Title

6-16-09
Date

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

Lea A. Burnett
Lea A. Burnett
Senior Contracts Attorney
General Services Division ices
Texas Department of Transportation

7/28/2009
Date

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CSJ #0914-04-255
District # 14
Code Chart 64 #50227
Howard Lane at SH 130
CFDA #N/A

ATTACHMENT A

Resolution or Ordinance

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RESOLUTION TO ENTER INTO ADVANCE FUNDING AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION OF HOWARD LANE EXTENSION TO SH 130

WHEREAS, pursuant to Texas Transportation Code Section 222.052, Travis County is authorized to contribute funds to be spent by the Texas Transportation Commission (the "Commission") in the development and construction of the public roads and state highway system within the County, and the Commission may accept such a contribution;

WHEREAS, on July 31, 2008, the Commission passed Minute Order 111440 authorizing the State of Texas, acting by and through the Texas Department of Transportation ("TxDOT"), to undertake a highway improvement project for the construction of the Howard Lane Extension to SH 130 (the "Project"); and

WHEREAS, the Travis County Commissioners Court finds that extending Howard Lane to SH 130 would facilitate the movement of goods and services in Travis County and would benefit the residents of Travis County;

NOW, THEREFORE, the Travis County Commissioners Court hereby authorizes the Travis County Judge to execute the attached Local Transportation Project Advance Funding Agreement for a SH 130 Comprehensive Development Agreement Concession Payment Project under which, among other things:

1. Travis County will be required to contribute 20% of the funds needed to match 80% in state concession funding, estimated to be \$1,500,000 and \$6,000,000, respectively, towards the design and construction of approximately 3000 linear feet of roadway to extend Howard Lane to SH 130; and
2. Travis County will be required to pay Direct State Costs, which typically are 1% to 3% of TxDOT's total costs for a project, and for this Project, are estimated to be approximately \$75,000 to \$225,000.

BE IT SO ORDERED ON THIS 16th DAY OF June, 2009.

By: Samuel T. Biscoe
Samuel T. Biscoe, County Judge

CLERK OF COUNTY CLERK
TRAVIS COUNTY, TEXAS

2009 JUN 22 AM 11:02

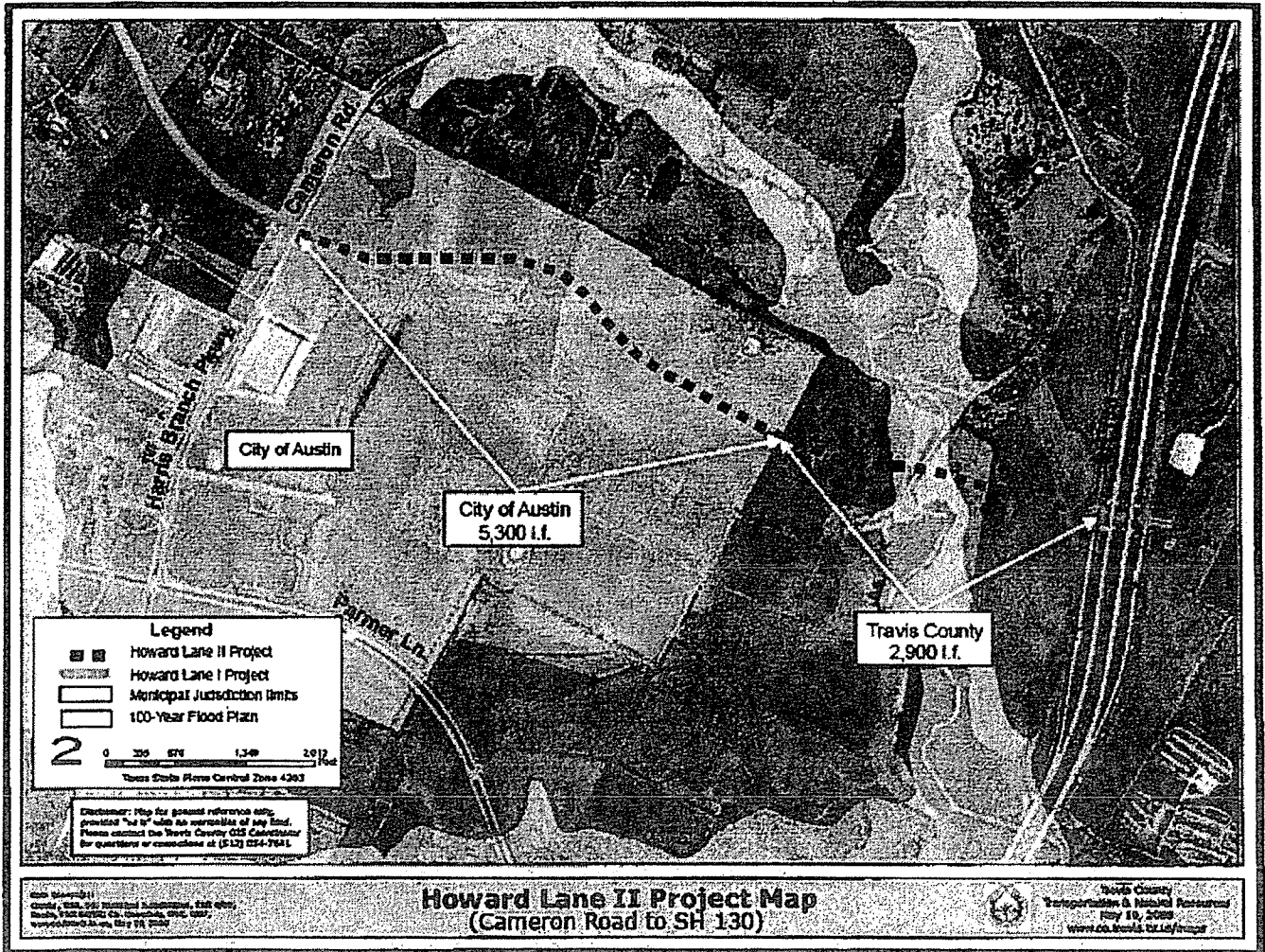
FILED FOR RECORD

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Howard Lane at SH 130
CFDA #N/A

ATTACHMENT B

Location Map Showing Project



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CSJ #0914-04-255
 District # 14
 Code Chart 64 #50227
 Howard Lane at SH 130
 CFDA #N/A

ATTACHMENT C

Project Budget

The State will participate in the cost of design and construction of the Howard Lane Extension to SH 130. The State's funding shall be provided by the SH 130 Concession Payment in the fixed amount of \$6,000,000. The Local Government's estimated participation of this additional work is \$1,575,000, including construction items, construction engineering and inspection and Direct Costs. The State has estimated the project to be as follows:

Description	Total Estimate Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Design & Construction of Howard Lane Extension to SH 130	\$7,500,000	Fixed	\$6,000,000		\$1,500,000
Subtotal	\$7,500,000		\$6,000,000		\$1,500,000
Direct State Costs (including plan and environmental review, construction oversight) 1%	\$75,000			100%	\$75,000
Indirect State Costs (no local participation required except for service projects)	\$0	0%	\$0	0%	\$0
TOTAL	\$7,575,000		\$6,000,000		\$1,575,000

Direct State Cost will be based on actual charges.

Local Government's Participation = \$1,575,000

State Participation Fixed at \$6,000,000

It is further understood that the State will include only those items for the improvements as requested and required by the Local Government. This is an estimate only; final participation amounts will be based on actual charges to the project.

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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:	58/54
Contact Person/Title:	Lisa Sindermann / Contract Specialist
Phone Number:	854-4594

Grant Title:	2009 Phase 27 ARRA Emergency Food and Shelter Program		
Grant Period:	From:	04/01/09	To: 12/31/09
Grantor:	Emergency Food and Shelter Local Board		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	TOTAL
Personnel:						0
Operating:	41,666					41,666
Capital Equipment:						0
Indirect Costs:						0
Total:	41,666	0	0	0	0	41,666
FTEs:						0.00

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

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Applicable Depart. Measures						
# of Households receiving utility assistance using the eight utility assistance programs available through HHSVS Family Support Services	15,000	773	1,530	2,698	N/A for this period	15,000
Measures For Grant						

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# of Households receiving utility assistance from the Emergency Food and Shelter Program – ARRA – additional funds	6	N/A for this period	N/A for this period	N/A for this period	N/A for this period	6 projected before 12/31/09
Outcome Impact Description	Assist households who are experiencing an economic emergency. The department assists these households by paying the highest one month amount still owed of the household's utility (electricity, gas, water or propane) bills. These bills can only be charged back to April 1, 2009.					
Outcome Impact Description						

PBO Recommendation:

HHS is requesting Commissioners Court approval to amend the grant contract with the Emergency Food and Shelter Board (EFSP, formerly FEMA) to increase the original award by \$1,112 in one-time American Recovery and Reinvestment Act (ARRA) resources for emergency utility assistance to serve an additional 6 households. The amended total is \$41,666 of ARRA resources for this grant.

The grant does not require any county match or require the program to continue after termination of the grant. PBO recommends approval of the request.

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

These funds will be used to following the same guidelines of the Phase 27 Emergency Food and Shelter Program, however the program period is April 1, 2009 through December 31, 2009. The funds (\$40,554), awarded through the ARRA funding made available to the Emergency Food and Shelter Local Board, were to address the increased demand for utility assistance due to the increases in demand from the community. These additional funds (\$1,112) along with the already awarded Phase 27 ARRA funding for this program will be used to provide emergency utility assistance to qualified Travis County residents. The grant funds are used to enhance a level of assistance to further the client's energy self-sufficiency.

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

Existing staff will perform eligibility determination and vendor payment processing for this and the other programs available. No additional funds are required from Travis County.

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

No County match is required.

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

The funding source, Emergency Food and Shelter Local Board allows for 2% administrative costs, however they strongly encourage agencies use all of the award for direct services assistance. The award letter received indicates all of the funds be used for utility assistance.

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.

Yes

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

This ARRA funding for the Emergency Food and Shelter Program is awarded as an addendum to the current Phase 27 ARRA Emergency Food and Shelter Program. These funds will be used to address the increased demand for utility assistance due to the increases in demand from the Travis County community.

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

Travis County Health and Human Services & Veterans Service department Family Support Services division staff will provide client interviews for eligibility determination of this program and the other programs available. This additional program funding made available through the American Recovery and Reinvestment Act Emergency Food and Shelter Program assists the department in meeting the increase of clients needing utility assistance who are experiencing an economic crisis in their household.



RECEIVED

09 SEP 23 PM 10: 26

TRAVIS COUNTY
PLANNING & BUDGET 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: September 23, 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 2009 Phase 27 Emergency Food and Shelter Program
ARRA Additional Funding Award

Proposed Motion: Consider and take appropriate action to approve the grant award of additional funding for the 2009 ARRA Phase 27 Emergency Food and Shelter Program.

Summary and Staff Recommendation: Staff requests the acceptance of the award from the Emergency Food and Shelter Local Board in the amount of \$1,112 for the 2009 ARRA Phase 27 Emergency Food and Shelter Program (EFSP) grant period. This will bring the total award of this ARRA funding to \$41,666. These funds are being made available due to the recognized greater community need for utility assistance in this area. This funding will be used to provide emergency utility assistance for approximately 6 more low-income Travis County households who have an income at or below 200% of the current Federal Poverty Income Guidelines. These program funds will operate using the guidelines of the current EFSP grant for utility assistance with the program period as April 1 through December 31, 2009.

Budgetary and Fiscal Impact: These ARRA EFSP grant funds will be budgeted in the utility assistance line item established for this fund with the project number MR9110. No matching funds are required. The current EFSP grant contract period is 01-01-09 through 12-31-09. This amendment will be effective 4-1-09 through 12-31-09.

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Issues and Opportunities: With the previous disbursement of this ARRA funding received in June 2009, the department served 194 households with utility assistance. Other agencies receiving funds for this program use their funding to provide food, shelter and rental assistance for clients in the Travis County area. Through coordinating efforts with these agencies with regard to their use of funding as well as ours, duplication of services is prevented and assistance is given in a more efficient and effective manner.

We will use all of the funds received for 2009 Phase 27 ARRA Emergency Food and Shelter Program funds for direct assistance to clients. These funds are used to supplement the Federal, State, County and local grant funds to enable the department to extend utility assistance to indigent individuals and families who seek aid from the department.

cc: Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Budget Analyst, Planning and Budget Office
Susan Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Ellen Heath, Financial Analyst III, County Auditors
Cyd Grimes, CPM, Travis County Purchasing Agent
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office
Mary Etta Gerhardt, Assistant County Attorney
Andrea Colunga Bussey, Social Services Director, Family Support Services



*Emergency Food & Shelter
Local Board Program*

*Austin/Travis & Williamson
Counties, Texas*

9/18/2009

Andrea Colunga Bussey
Family Support Services Division Director
Travis County HHS & VS
PO Box 1748
Austin TX 78767-1748

Dear Andrea:

This year, the EFSP National Board has awarded additional dollars for emergency food and shelter needs in Texas through the ARRA 2009 State Set-Aside Committee. The committee, based in Austin, awarded the Austin/Travis & Williamson Counties jurisdiction \$10,000. Your organization's total share is \$1,112, allocated among the various categories of assistance as follows:

\$1,112 Utilities Assistance

In making its award decisions, the local board took into consideration the following:

- Prevailing economic conditions
- The \$500 minimum award amount

If you have any questions regarding your grant, or would like technical assistance concerning documentation requirements, please feel free to contact Doug Conrad at (512) 684-2111 or dconrad@austinfoodbank.org.

Thank you for working to improve the lives of people in Central Texas.

Sincerely,

David Davenport, Chair
Austin/Travis and Williamson Counties EFSP Board

BY: _____ on _____ Date
Samuel T. Biscoe, Travis County Judge

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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 checked="" type="checkbox"/>

Department/Division:	County Attorney's Office, Underage Drinking Prevention Program
Contact Person/Title:	Gloria Souhami, Program Director
Phone Number:	854-4229

Grant Title:	Underage Drinking Prevention Program		
Grant Period:	From:	10/1/2008	To: 9/30/2011
Grantor:	TXDOT		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	

Check One:	New: <input type="checkbox"/>	Continuation: <input type="checkbox"/>	Amendment: <input checked="" 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:	186,216.89	0	0	34,715	0	220,931.89
Operating:	7,533.10	0	0	1,000	119,504	128,037.10
Capital Equipment:	0	0	0	0	0	0
Indirect Costs:	0	0	0	0	0	0
Total:	193,749.99	0	0	35,715	119,504	348,968.99
FTEs:	3					3

Auditor's Office Review: <input checked="" type="checkbox"/>	Staff Initials: <u>DB</u>
Auditor's Office Comments:	
County Attorney's Office Contract Review: <input checked="" type="checkbox"/>	Staff Initials: <u>JC</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	
Measures For Grant						
Presentation and Community Events	700	203	362	555	646	700
Outcome Impact Description	Community demand for presentations continues to grow.					
Involvement with other organizations and agencies	150	40	80	120	150	150

Outcome Impact Description	Program continues its work with outside organizations and agencies.					
Media coverage	70	40	81	119	129	70
Outcome Impact Description	Program continues to utilize public and private media outlets.					
Number of material distributed	115,000	47,413	77,377	112,196	144,053	115,000
Outcome Impact Description	Program continues to disseminate materials to the grant mandated tri-county area.					

PBO Recommendation:

This is a contract amendment to expand the Underage Drinking Prevention program into elementary schools. No additional funding is required. The General Fund cash match is fully budgeted in the County Attorney's FY10 budget. PBO recommends approval.

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

The goal of the existing program is to discourage illegal underage alcohol consumption in Travis County.

The County Attorney's Office is responsible for the prosecution of DWI/DUI cases and other alcohol related offenses in Travis County. The Comprehensive Underage Drinking Prevention Program provides prevention resources for the department and Travis County citizens.

The grant is enhancing an existing program by expanding community prevention activities to middle school youth while continuing education efforts to high school and college students as well as hosting information booths at community events and collaborating with other agencies.

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

The General Fund contributes \$17,600 toward the full time community educator's salary & mileage to meet match requirements. The County Attorney's Office contributes the remaining \$18,351 through CAPSO funds.

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

Yes, a county match is required -- \$1,000 county commitment for mileage, \$15,750 contribution for school educator salary, \$17,231 portion of FTE salary and \$1,734 toward two FTE salaries and approximately \$72,000 in-kind services such as media, print shop, computer and network services, office space, fax, volunteer services, earned media credit, and telephone service.

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

They are not permitted and costs are included in matching funds.

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

No, the program will not discontinue. The UDPP will request additional funding via grant extension

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

N/A -- This program is a continuation of an existing program.

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

This program will expand community prevention activities to middle school age youth and 6th grade elementary school youth while continuing ongoing education efforts to Travis County high school and under 21 college students as well as parents. Will also expand community collaborations. In FY '10 & FY '11, this program will expand its prevention activities to include elementary schools.

**TRAVIS COUNTY ATTORNEY'S
UNDERAGE DRINKING
PREVENTION PROGRAM**

Travis County Attorney's Office

P.O. Box 1748

Austin, Texas 78767

(512) 854-4229

DAVID A. ESCAMILLA
COUNTY ATTORNEY

MEMORANDUM

TO: Katie Peterson

FROM: Gloria Souhami



DATE: September 23, 2009

**RE: FY 10 Underage Drinking Prevention Program Grant
Amendment**

Please find a new grant contract with the amendment pages for signature. This amendment expands the school programs to include elementary schools.

Texas Traffic Safety eGrants

Fiscal Year 2009

Organization Name: Travis County Attorney's UDPP

Legal Name: County of Travis

Payee Identification Number: 17460001922000

Project Title: Comprehensive Underage Drinking
Prevention Program

ID: 2009-Travis C-G-MYG-Yr1-0055

Period: 10/01/2008 to 09/30/2009

County of Travis
Comprehensive Underage Drinking Prevention Program

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

Amendment :

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **County of Travis** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2009.

Project Title: **Comprehensive Underage Drinking Prevention Program**

Project Description: To conduct a comprehensive underage drinking prevention program through educational efforts and peer to peer interaction to reduce underage alcohol consumption and underage drinking and driving.

Grant Period: This Grant becomes effective on **10/01/2008** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2011** unless terminated or otherwise modified.

Total Awarded: **\$1,042,428.60**

Amount Eligible for Reimbursement: **\$576,771.60**

Match Amount: **\$465,657.00**

Program Income: **\$0.00**

County of Travis
Comprehensive Underage Drinking Prevention Program

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

Amendment :

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

THE SUBGRANTEE

THE STATE OF TEXAS

County of Travis

Executed for the Executive Director and
Approved for the Texas Transportation
Commission for the purpose and effect of
activating and/or carrying out orders, established
policies or work programs approved and
authorized by the Texas Transportation
Commission

By:

By:

[Authorized Signature]

[District Engineer Texas Department of
Transportation]

[Name]

[Name]

[Title]

[Title]

Date: _____

Date: _____

Under the authority of Ordinance or
Resolution Number (for local
government):
(If Applicable)

By:

Director, Traffic Operations Division Texas
Department of Transportation (Not required for
local project grants under \$100,000.00)

[Resolution Number]

Date: _____

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County of Travis
Comprehensive Underage Drinking Prevention Program

General Information

Project Title Comprehensive Underage Drinking Prevention Program

Project Description To conduct a comprehensive underage drinking prevention program through educational efforts and peer to peer interaction to reduce underage alcohol consumption and underage drinking and driving.

How many years has your organization received funding for this project?

This will be our second year.

Project Director Name Gloria Souhami

Organization Address PO Box 1748
Austin, TX 78767

Mailing Address

Multi Year Proposal Selection

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County of Travis
Comprehensive Underage Drinking Prevention Program

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of its compliance therewith.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 49 CFR (Code of Federal Regulations), Part 18; 49 CFR, Part 19 (OMB [Office of Management and Budget] Circular A-110); OMB Circular A-87; OMB Circular A-102; OMB Circular A-21; OMB Circular A-122; OMB Circular A-133; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)
- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- F. It will establish safeguards to prohibit employees from using their positions for a

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County of Travis
Comprehensive Underage Drinking Prevention Program

- purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.
 - H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
 - I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulation, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any such federal requirements as the federal government may now or in the future promulgate.
 - J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
 - K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
 - L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person described in Section 573.062 of the Texas Government Code.
 - M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code,

County of Travis
Comprehensive Underage Drinking Prevention Program

unless otherwise expressly provided by law.

- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

- A. The method of payment for this Agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in the Project Budget will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B hereunder. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.
- B. All payments will be made in accordance with the Project Budget.

The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent per year of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants) messaging system, prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this Agreement.

For Selective Traffic Enforcement Program (STEP) grants *only*: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the 5 percent flexibility, with

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County of Travis
Comprehensive Underage Drinking Prevention Program

- underrun funds from Budget Categories II or III.
- C. To be eligible for reimbursement under this Agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this Agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
 - D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.
 - E. Payment of costs incurred under this Agreement is further governed by one of the following cost principles, as appropriate, outlined in the Federal Office of Management and Budget (OMB) Circulars:
 - A-21, Cost Principles for Educational Institutions;
 - A-87, Cost Principles for State, Local, and Indian Tribal Governments; or,
 - A-122, Cost Principles for Nonprofit Organizations.
 - F. The Subgrantee agrees to submit monthly or quarterly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.
 - G. The Subgrantee agrees to submit the final Request for Reimbursement under this Agreement within forty-five (45) days of the end of the grant period.
 - H. Payments are contingent upon the availability of appropriated funds.
 - I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial Agreement period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred hereunder is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall so notify the Subgrantee, giving notice of intent to terminate this Agreement, as specified in Article 11 of this Agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may so notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This Agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

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County of Travis
Comprehensive Underage Drinking Prevention Program

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

If the Subgrantee is of the opinion that any assigned work is beyond the scope of this Agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants system messaging. If the Department finds that such work does constitute additional work, the Department shall so advise the Subgrantee and a written amendment to this Agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

If the Subgrantee has submitted work in accordance with the terms of this Agreement but the Department requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under this Agreement, the Subgrantee shall make such revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

If the Subgrantee submits work that does not comply with the terms of this Agreement, the Department shall instruct the Subgrantee to make such revisions as are necessary to bring the work into compliance with this Agreement. No additional compensation shall be paid for this work.

The Subgrantee shall make revisions to the work authorized in this Agreement, which are necessary to correct errors or omissions appearing therein, when required to do so by the Department. No additional compensation shall be paid for this work.

The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. For short-term projects, only one report submitted by the Subgrantee at the end of the project may be required. For longer projects, the Subgrantee will submit reports at least quarterly and preferably monthly. The frequency of the performance reports is established through negotiation between the Subgrantee and the program or project manager.

For Selective Traffic Enforcement Programs (STEPS), performance reports must be submitted monthly.

The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns,

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County of Travis
Comprehensive Underage Drinking Prevention Program

overruns, or high unit costs.

The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

The Subgrantee shall promptly advise the Department in writing, through eGrants messaging, of events that will have a significant impact upon this Agreement, including:

- A. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
- B. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, (hereinafter called the records), and shall make such records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain said records for four (4) years from the date of final payment under this Agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the records. This right of access is not limited to the four (4) year period but shall last as long as the records are retained.

ARTICLE 9. INDEMNIFICATION

To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting such claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

Further, to the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all

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claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries or death to such employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

If the Subgrantee is a government entity, both parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This Agreement supercedes any prior oral or written agreements. If a conflict arises between this Agreement and the Traffic Safety Program Manual, this Agreement shall govern.

The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of Agreement work. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

This Agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described herein and these have been accepted by the Department, unless:

- This Agreement is terminated in writing with the mutual consent of both parties; or
- There is a written thirty (30) day notice by either party; or
- The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement which are directly attributable to the completed portion of the work covered by this Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

The Department and, when federal funds are involved, the US DOT, or any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

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If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

ARTICLE 13. AUDIT

The Subgrantee shall comply with the requirements of the Single Audit Act of 1984, Public Law (PL) 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133, "Audits of States, Local Governments, and Other Non-Profit Organizations."

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this Agreement. No subcontract will relieve the Subgrantee of its responsibility under this Agreement.

ARTICLE 15. GRATUITIES

Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this Agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

Any person doing business with or who reasonably speaking may do business with the Department under this Agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this Agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a

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bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this Agreement, or will be able to obtain such personnel from sources other than the Department.

All employees of the Subgrantee shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this Agreement in accordance with its own property management procedures, provided that the procedures are not in conflict with the Department's property management procedures or property management standards and federal standards, as appropriate, in:

- 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or
- 49 CFR, Part 19 (OMB Circular A-110), "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties hereto, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. *All rights to Department.* The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. *All rights to Subgrantee.* Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this Agreement without written consent of the Department through eGrants messaging.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

- A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the USDOT: 49 CFR, Part 21; 23 CFR, Subchapter C; and 41 CFR, Parts 60-74, as they may be amended periodically (hereinafter referred to as the Regulations). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).
- B. Nondiscrimination: The Subgrantee, with regard to the work performed during the period of this Agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.
- C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified

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by the Subgrantee of the Subgrantee's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

- D. Information and reports: The Subgrantee shall provide all information and reports required by the regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall so certify to the Department or the US DOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.
- E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this Agreement, the Department shall impose such sanctions as it or the US DOT may determine to be appropriate.
- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take such action with respect to any subcontract or procurement as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, apply to this Agreement as follows:

- The Subgrantee agrees to insure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with federal funds. In this regard, the Subgrantee shall make good faith efforts in accordance with 49 CFR Part 26, to insure that Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.
- The Subgrantee and any subcontractor shall not discriminate on the basis of race, color, sex, national origin, or disability in the award and performance of agreements funded in whole or in part with federal funds.

These requirements shall be included in any subcontract.

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Failure to carry out the requirements set forth above shall constitute a breach of this Agreement and, after the notification of the Department, may result in termination of this Agreement by the Department, or other such remedy as the Department deems appropriate.

ARTICLE 24. DEBARMENT/SUSPENSION

- A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within a three (3) year period preceding this Agreement 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 federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
 4. Have not, within a three (3) year period preceding this Agreement, had one or more federal, state, or local public transactions terminated for cause or default.
- B. Where the Subgrantee is unable to certify to any of the statements in this Article, such Subgrantee shall attach an explanation to this Agreement.
- C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension.
- D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

ARTICLE 25. LOBBYING CERTIFICATION

The Subgrantee certifies to the best of his or her knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid by or on behalf of the

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Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal 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.

- B. 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 federal 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 party to this Agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts) 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 than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT STATEMENT

Unless the Subgrantee is a governmental or non-profit entity, the Subgrantee certifies that it either will go to the Department's website noted below and complete the Child Support Statement or already has a Child Support Statement on file with the Department : The Subgrantee is responsible for keeping the Child Support Statement current and on file with that office for the duration of this Agreement period. The Subgrantee further certifies that the Child Support Statement on file contains the child support information for the individuals or business entities named in this grant. Under Section 231.006, Family Code, the Subgrantee certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified grant or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

The form for the Child Support Statement is available on the Internet at:
<http://www.dot.state.tx.us/cso/default.htm>.

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RESPONSIBILITIES OF THE SUBGRANTEE:

- A. Carry out the objectives and performance measures of this Grant Agreement by implementing all activities in the Action Plan.
- B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).
- C. Attend Department-approved grant management training.
- D. Attend meetings according to the following:
 - 1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and schedule for the following quarter's work.
 - 2. The project director or other qualified person will be available to represent the Subgrantee at meetings requested by the Department.
- E. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants) system messaging, prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.
- F. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement. For Department district-managed grants, the Subgrantee must have written Department district approval for travel and related expenses if outside of the Department district's boundaries.
- G. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.
- H. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or an activity already supported by local or state funds.
- I. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented during the grant year.

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RESPONSIBILITIES OF THE DEPARTMENT:

A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:

- review of periodic reports
- physical inspection of project records and supporting documentation
- telephone conversations
- e-mails and letters
- quarterly review meetings
- eGrants system messaging

B. Provide program management and technical assistance.

C. Attend appropriate meetings.

D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

E. Perform an administrative review of the project at the close of the grant period to:

- Ascertain whether or not the project objectives were met
- Review project accomplishments (performance measures completed, targets achieved)
- Document any progress towards self-sufficiency
- Account for any approved Program Income earned and expended
- Identify exemplary performance or best practices

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Alcohol and Other Drug Counter Measures

Select a goal:

To reduce the number of DWI-related crashes where the driver is under age 21

Select a strategy:

Develop innovative ways and programs to combat underage drinking and driving
Increase public education and information, concentrating on youth age 5-13 and 14-20, including parent education on drinking and driving
Improve education programs on alcohol and driving for youth
Improve anti-DWI public information and education campaigns

Select a Goal:

To reduce the number of DWI-related crashes, injuries, and fatalities

Select a strategy:

Develop innovative ways and programs to combat underage drinking and driving
Increase public education and information, concentrating on youth age 5-13 and 14-20, including parent education on drinking and driving
Improve education programs on alcohol and driving for youth
Improve anti-DWI public information and education campaigns

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Problem Identification and Solution

I. Problem Identification

Alcohol is the number one drug of choice among youth under 21 and 25% of alcohol consumed in the US is done so by youth under 21 (2008 Columbia University National Center on Addiction and Substance Abuse). In 2006, the Texas Department of Transportation reported Texas had over 1,670 fatalities that involved drivers under the influence of alcohol or drugs (Austin American-Statesman, December 12, 2007. In 2006, Texas led the nation with 227 teen drivers killed (National Highway Traffic Safety Administration).

The availability and use of alcohol resulting in underage drinking and driving crashes and fatalities has been identified as a significant community traffic safety problem and a quality of life issue for youth in Travis, Hays and Williamson counties. In 2007, the Austin Police Department reported that 48% of Austin's fatal car crashes were alcohol-related. Underage impaired driving and other illegal alcohol-related behaviors such as Minor in Possession (MIP) and making available continue to challenge parents, teachers, law enforcement and the community at large. From September 2006 to August 2007, the Texas Alcoholic Beverage Commission reports 420 Minor in Possession (MIP) cases were filed in Travis County, 31 in Williamson County and 40 in Hays County. With a growing population of over 900,000 in Travis County, over 350,000 in Williamson County, over 130,000 in Hays County and approximately 25% of the population in those three counties under age 18 (2006 US Census), the student population continues to grow each year, and so do new teen drivers, with a new crop of students each fall who have not been exposed to the UDPPs presentations. In 2006-2007, there were approximately 133,933 students in Travis County, 25,052 students in Hays County, and 84,980 students in Williamson County (Texas Education Agency).

The average age of first use in Texas is 12.4 years. Studies show that 47% of those who begin drinking alcohol before age 14 become dependent at some time in their lives. It is noted that 8th and 9th grade girls now drink as much as boys, but the physiological impact on them is greater (National Center for Addiction and Substance Abuse 2006).

Underage youth are attracted to the tri-county area by higher education institutions, and recreational and entertainment activities, and the 11th Annual Back-to-School Survey reports youth readily purchase alcohol or have it provided by an adult. The survey also shows that almost 1/2 of teens attend house parties where parents are present and teens are drinking (National Center for Addiction and Substance Abuse, September 2006).

DPS cites that a fatal DWI crash has the highest probability of occurring on a rural part of a US or state route between 1-2 AM and most likely involves an 18-year-old

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male driver. Travis, Hays and Williamson counties have many rural areas (populations under 5,000) where youth are drinking because there is not much else to do and youth are driving at the earliest legal age. A lack of activities and opportunities are cited as prime factors in the prevalence of underage drinking (Center for Enforcing Underage Drinking Laws).

In Austin, 18% of high school students report attending class high or drunk during the 2004-2005 school year (National Youth Anti-Drug Media Campaign). Alcohol was once again the most prevalent substance students reported using (Austin Independent School District 2003-2004). In the Eanes Independent School District (Travis County), their 2007 PRIDE Survey revealed that sixth-grade students reported an average age for first alcohol use at 10.2 years. The 2006 Texas School Survey revealed 10% of high school students admitted driving after having several alcoholic drinks during the past school year.

With resources and community collaborations in place, including the UDPP task force which celebrates a decade of community service in 2007, the Comprehensive Underage Drinking Prevention Program is in a unique position to reduce alcohol-related harm in the contiguous tri-county area by providing education and outreach prevention services as well as being a vehicle for changing social norms and perceptions about youth and alcohol. Efforts to reduce underage drinking must focus on adults as well as youth and must engage the community as a whole. Continuing the UDPP into year two provides the continuity to build on year one successes and makes a significant contribution in saving the lives of teenagers in the tri-county area by discouraging alcohol consumption.

II. Project Plan

Problem Solution

In order to resolve underage drinking issues in Travis, Williamson, and Hays counties, a program proposal for a comprehensive five-year plan is in place. This year two proposal for the FY'09 Comprehensive Travis County Underage Drinking Prevention Program, an award-winning project addressing underage drinking issue using the following measures:

UDPP will provide "Why Risk It?" presentations to high schools and "Busted!" presentation to middle schools. Both videos are locally produced and presentations are conducted by staff as well as community and law enforcement volunteers. UDPP will provide youth with the tools and resources to discourage alcohol involvement, MIPs, and future incidents of alcohol-related motor vehicle crashes, injuries and fatalities. It will also increase the awareness of risk, thereby reducing the number and severity of motor vehicle crashes among drivers under 21. Teen drinking has predictable and preventable patterns and conditions. UDPP assessments provide tools to tailor presentations to youth behaviors.

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Underage drinking cannot be successfully addressed by focusing on youth alone. Youth often obtain alcohol directly or indirectly from adults. Efforts to reduce underage drinking must focus on adults as well as youth and engage the community as a whole. The UDPP addresses this issue by providing adult/parent presentations that include the "Consequences/ Jacqueline Saburido" video. Adults are also targeted during the program's anti-DWI Emphasis Patrols, which currently include the Christmas/New Year's Emphasis Patrol in Travis County and the Valentine's Day Emphasis Patrol in Williamson County. The program will attend employee orientations, open enrollments and employee health fair events sponsored by local employers such as the United States Post Office, the State Attorney General's Office, the Texas Department of Agriculture, and State Farm Insurance.

Other educational program components will include media campaigns and participation in community grassroots projects such as Safe Homes. High-risk times such as spring break, prom and graduation and major holidays will be targeted. Increase participation and collaboration with groups such as the Ready by 21 Coalition, Austin Parks and Recreation Department, Girl Scouts, First Night Austin (alcohol-free New Year's Eve celebration), National Night Out (APD/TCSO), Hispanic Health Fair, St. Edward's University Alcohol and Other Drug Task Force, SoberRide, and the Safe Kids Coalition. Continue task force efforts by increasing membership and providing quality programs and speakers to the community. Will also utilize Travis County Television Cable Channel 17 for monthly public affairs show "Focus on Youth and Alcohol", as well as cablecast of Public Service Announcements.

The program has developed a cooperative effort with other law enforcement youth-alcohol programs including the TABC Fake ID program and the Travis County Sheriff's Office (TCSO) Teen Dating Violence Prevention Program. TABC, TCSO, Travis County Constables Office (TCCO), and the Texas Department of Public Safety (DPS) work directly with the UDPP in education efforts. The program also coordinates its anti-DWI Emphasis Patrols with the Travis County Sheriff's Office, the City of Austin Police Department, the Round Rock Police Department, and other law enforcement agencies. This media event during the holidays is reinforced by teen anti-DWI alcohol awareness presentations. It will solicit and maintain cooperative multi-jurisdictional law enforcement efforts addressing underage impaired driving.

UDPP strengths include name recognition, staff longevity, ongoing working relationships with school districts, train-the-trainer program, established task force and strong working relationships with local law enforcement agencies (Texas Alcoholic Beverage Commission (TABC), Travis County Sheriff's Office (TCSO) and the Austin Police Department [APD]) and media. In the past, the UDPP has responded to a number of requests for speaking engagements. For example, in FY '07, the UDPP presented at the Lifesavers Conference in Chicago and in FY '08, the program director was the presenter for a National Electronic Seminar (Internet/Audio Conference) for the Underage Drinking Training Enforcement Center. The UDPP will continue to respond to these requests. The train-the-trainer program will expand to

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include additional Texas counties. To date, more than 20 U.S. counties have been trained and/or provided with training materials. The "Why Risk It?" program will expand to driver's education schools and faith-based youth programs. The anti-DWI high school program will be supported by the middle school prevention program, "Busted!", especially to 8th graders as they transition to high school.

UDPP will form a partnership with a local firm for media branding of the program.

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Objectives, PI&E, Performance Measures and Activities

Action Verb To Conduct

Target Number 160

Baseline Measure

Performance Measure "Why Risk It?" presentations to high school age youth in Travis (160), Hays (10) and Wilco (10)

Completion Date 9/30/2009

	Activity	Responsible	Project Month												OC	NO	
			OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE			
1.	Contact high schools for presentations.	Subgrantee	P	P	P	P	P	P	P	P							
2.	Contact community youth groups for programs.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P			
3.	Conduct "Why Risk It?" presentations in high schools.	Subgrantee	P	P	P	P	P	P	P	P				P			
4.	Conduct "Why Risk It?" presentations for youth agencies.	Subgrantee		P		P		P		P	P	P		P			
5.	Participate in age appropriate community events.	Subgrantee	P		P		P		P		P		P				
6.																	
7.																	
8.																	
9.																	
10.																	

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Objectives, PI&E, Performance Measures and Activities

Action Verb To Conduct
Target Number 280
Baseline Measure
Performance Measure "Busted!" presentations to "tween" through 8th grade youth in Travis (230), Hays (25) and Wilco (25)
Completion Date 9/30/2009

Activity	Responsible	Project Month													
		OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO
1. Contact middle schools for presentations.	Subgrantee	P	P	P	P	P	P	P	P				P		
2. Contact community youth groups for programs.	Subgrantee	P		P		P		P		P		P			
3. Conduct "Busted!" presentations to "tween" and 6th through 8th grade youth.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P		
4. Participate in age appropriate community events.	Subgrantee		P		P		P		P		P		P		
5.															
6.															
7.															
8.															
9.															
10.															

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Objectives, PI&E, Performance Measures and Activities

Action Verb To Collect

Target Number 12

Baseline Measure

Performance Measure months of UDPP statistics in Travis, Hays and Williamson Counties

Completion Date 9/30/2009

	Activity	Responsible	Project Month														
			OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO	
1.	Identify/list agencies that collect data on underage drinking issues/offenses and violations in each county.	Subgrantee	P														
2.	Compile data and determine any trends for each county.	Subgrantee				P					P						
3.	Identify violator programs offered to youth offenders.	Subgrantee				P	P										
4.	Identify and report on how each county processes MIP, DWI and DUI.	Subgrantee				P	P										
5.	Identify youth community service options for each county.	Subgrantee						P	P								
6.	Identify links between underage drinking and other social issues.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P			
7.	Compile information and data collected. Report findings on underage drinking statistics at end of year meeting with each county.	Subgrantee	P		P		P		P		P		P				
8.																	
9.																	

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County of Travis
Comprehensive Underage Drinking Prevention Program

Objectives, PI&E, Performance Measures and Activities

Action Verb To Conduct

Target Number 1

Baseline Measure

Performance Measure year round public information and education (PI&E) campaign in the tri-county area

Completion Date 9/30/2009

Activity	Responsible	Project Month													
		OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO
1. Determine and develop types of materials needed.	Subgrantee		P	P	P										
2. Submit proposed materials and the PI&E plan to the Department for approval.	Subgrantee		P	P	P										
3. Produce/distribute materials & maintain records of all PI&E materials received and distributed.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P		
4. Report on activities.	Subgrantee	P	P	P	P	P	P	P		P	P	P	P		
5. Participate in seasonal community campaigns: Christmas/New Year's, Spring Break and Graduation in coordination with federal and state campaigns.	Subgrantee	P		P		P	P		P	P					
6. Contact PTAs and other parent groups in all three counties on underage drinking and driving issues.	Subgrantee							P	P	P					
7. Utilize UDPP web site to convey information and utilize Internet to find statistics, resources, data and trends.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P		
8. Utilize public access TV for public service and community billboard announcements and	Subgrantee	P		P		P		P				P			

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County of Travis
Comprehensive Underage Drinking Prevention Program

	produce "Focus on Youth and Alcohol" TV show for TCTV.																
9.	Submit press releases to exiting news sources (print & broadcast) in all three counties.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P			
10.	Update press kit & update program fact sheet with current data for distribution to task force, agencies and the public.	Subgrantee	P	P	P		P		P		P				P		

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County of Travis
Comprehensive Underage Drinking Prevention Program

Objectives, PI&E, Performance Measures and Activities

Action Verb To Expand

Target Number 40

Baseline Measure

Performance Measure community events in Travis (30), Hays (5) and Williamson (5) County

Completion Date 9/30/2009

Activity	Responsible	Project Month												OC	NO	
		OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE			
1. Identify and participate in school events, community and/or agency health fairs and employer initiatives.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P	P		
2. Collaborate with other agencies to prevent duplication of efforts.	Subgrantee		P		P		P		P	P	P		P			
3. Coordinate events in conjunction with local, state and federal campaigns.	Subgrantee			P			P		P							
4. Contact and work with local colleges and universities on underage drinking and driving prevention efforts.	Subgrantee	P		P			P				P			P		
5. Attend the "Safe Homes" initiative meetings in Travis County.	Subgrantee		P		P		P		P					P		
6. Provide presentations to and staff information booths at recreation centers.	Subgrantee										P	P	P			
7. Evaluate current outreach and distribute program information packets to schools, youth centers, churches, and other youth organizations.	Subgrantee	P			P		P					P	P			
8. Work with education centers in each county.	Subgrantee	P		P		P		P		P		P				

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County of Travis
Comprehensive Underage Drinking Prevention Program

9.	Contact PTAs and other parent groups in three counties on underage drinking/driving issues.	Subgrantee						P	P	P								
10.																		

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County of Travis
Comprehensive Underage Drinking Prevention Program

Objectives, PI&E, Performance Measures and Activities

Action Verb To Conduct

Target Number 5

Baseline Measure

Performance Measure Underage Drinking Prevention Task Force meetings

Completion Date 9/30/2009

	Activity	Responsible	Project Month												OC	NO
			OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE		
1.	Maintain a database of coalition task force members.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P		
2.	Determine speakers and agenda for task force meetings.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P		
3.	Invite representatives from Williamson and Hays Counties to attend task force meetings.	Subgrantee	P			P		P		P		P		P		
4.	Conduct and attend task force meetings.	Subgrantee	P		P	P		P	P		P		P			
5.	Provide statistics to task force members.	Subgrantee	P		P		P		P		P		P			
6.	Utilize print and broadcast media and Internet to announce task force meetings and activities.	Subgrantee	P	P		P		P	P		P		P			
7.	Coordinate activities with other groups and agencies to prevent duplication of efforts.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P		
8.	Partner with Hays and Williamson Counties on task force activities.	Subgrantee	P		P		P		P		P		P	P		
9.																
10.																

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County of Travis
Comprehensive Underage Drinking Prevention Program

Budget Summary

Budget Category	TxDOT	Match	Program Income	Total
Category I - Labor Costs				
(100) Salaries:	\$116,456.00	\$20,364.00	\$0	\$136,820.00
(200) Fringe Benefits:	\$58,143.74	\$0	\$0	\$58,143.74
Sub-Total:	\$174,599.74	\$20,364.00	\$0	\$194,963.74
Category II - Other Direct Costs				
(300) Travel:	\$2,682.89	\$1,000.00	\$0	\$3,682.89
(400) Equipment:				\$0
(500) Supplies:	\$0	\$950.00	\$0	\$950.00
(600) Contractual Services:	\$0	\$71,745.00	\$0	\$71,745.00
(700) Other Miscellaneous:	\$4,400.00	\$21,160.00	\$0	\$25,560.00
Sub-Total:	\$7,082.89	\$94,855.00	\$0	\$101,937.89
Total Direct Costs:	\$181,682.63	\$115,219.00	\$0	\$296,901.63
Category III - Indirect Costs				
(800) Indirect Cost Rate:				\$0
Summary				
Total Labor Costs:	\$174,599.74	\$20,364.00	\$0	\$194,963.74
Total Direct Costs:	\$7,082.89	\$94,855.00	\$0	\$101,937.89
Total Indirect Costs:				\$0
Grand Total:	\$181,682.63	\$115,219.00	\$0	\$296,901.63
Fund Sources: (Percent Share)	61.19%	38.81%	0.00%	

Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in eGrants.

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Texas Traffic Safety eGrants

Fiscal Year 2009

Organization Name: Travis County Attorney's UDPP

Legal Name: County of Travis

Payee Identification Number: 17460001922000

Project Title: Comprehensive Underage Drinking Prevention Program

ID: 2010-Travis C-G-MYG-Yr2-0073 (1)

Period: 10/01/2009 to 09/30/2010

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County of Travis
Comprehensive Underage Drinking Prevention Program

General Information

Project Title Comprehensive Underage Drinking Prevention Program

Project Description To conduct a comprehensive underage drinking prevention program through educational efforts and peer to peer interaction to reduce underage alcohol consumption and underage drinking and driving.

How many years has your organization received funding for this project?

This will be our third year.

Project Director Name Gloria Souhami

Organization Address PO Box 1748
Austin, TX 78767

Mailing Address

Multi Year Proposal Selection
2009-Travis C-G-MYG-Yr1-0055

County of Travis
Comprehensive Underage Drinking Prevention Program

Alcohol and Other Drug Counter Measures

Select a goal:

To reduce the number of DWI-related crashes where the driver is under age 21

Select a strategy:

Develop innovative ways and programs to combat underage drinking and driving
Increase public education and information, concentrating on youth age 5-13 and 14-20, including parent education on drinking and driving
Improve education programs on alcohol and driving for youth
Improve anti-DWI public information and education campaigns

Select a Goal:

To reduce the number of DWI-related crashes, injuries, and fatalities

Select a strategy:

Develop innovative ways and programs to combat underage drinking and driving
Increase public education and information, concentrating on youth age 5-13 and 14-20, including parent education on drinking and driving
Improve education programs on alcohol and driving for youth
Improve anti-DWI public information and education campaigns

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County of Travis
Comprehensive Underage Drinking Prevention Program

Problem Identification and Solution

I. Problem Identification

Alcohol is the number one drug of choice among youth under 21 and 25% of alcohol consumed in the U.S. is done so by youth under 21 (2008 Columbia University National Center on Addiction and Substance Abuse). In 2006, the Texas Department of Transportation reported Texas had over 1,670 fatalities that involved drivers under the influence of alcohol or drugs (Austin American-Statesman, December 12, 2007). In 2006, Texas led the nation with 227 teen drivers killed (National Highway Traffic Safety Administration).

The availability and use of alcohol resulting in underage drinking and driving crashes and fatalities has been identified as a significant community traffic safety problem and a quality of life issue for youth in Travis, Hays and Williamson counties. In 2007, the Austin Police Department reported that 48% of Austin's fatal car crashes were alcohol-related. Underage impaired driving and other illegal alcohol-related behaviors such as Minor in Possession (MIP) and making available continue to challenge parents, teachers, law enforcement and the community at large. From September 2006 to August 2007, the Texas Alcoholic Beverage Commission reports 420 Minor in Possession (MIP) cases were filed in Travis County, 31 in Williamson County and 40 in Hays County. With a population of over 900,000 in Travis County, over 350,000 in Williamson County, over 130,000 in Hays County and approximately 25% of the population in those three counties under age 18 (2006 US Census), the student population continues to grow each year, and so do new teen drivers, with a new crop of students each fall who have not been exposed to the UDPPs presentations. In 2006-2007, there were approximately 133,933 students in Travis County, 25,052 students in Hays County, and 84,980 students in Williamson County (Texas Education Agency).

The average age of first use in Texas is 12.4 years. Studies show that 47% of those who begin drinking alcohol before age 14 become dependent at some time in their lives. It is noted that 8th and 9th grade girls now drink as much as boys, but the physiological impact on them is greater (National Center for Addiction and Substance Abuse 2006).

Underage youth are attracted to the tri-county area by higher education institutions, and recreational and entertainment activities, and the 11th Annual Back-to-School Survey reports youth readily purchase alcohol or have it provided by an adult. The survey also shows that almost 1/2 of teens attend house parties where parents are present and teens are drinking (National Center for Addiction and Substance Abuse, September 2006).

DPS cites that a fatal DWI crash has the highest probability of occurring on a rural part of a U.S. or state route between 1-2 AM and most likely involves an 18-year-old

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County of Travis

Comprehensive Underage Drinking Prevention Program

male driver. Travis, Hays and Williamson counties have many rural areas (populations under 5,000) where youth are drinking because there is not much else to do and youth are driving at the earliest legal age. A lack of activities and opportunities are cited as prime factors in the prevalence of underage drinking (Center for Enforcing Underage Drinking Laws).

"Prevention strategies help children in Travis County resist the use of substances. Children and adolescents are especially vulnerable to substance use and dependence. Considering the early age at which many students begin experimenting with substances, prevention efforts must start early, definitely before the age of 21, " Travis County 2001 CAN Assessment Report. In Austin, 18% of high school students report attending class high or drunk during the 2004-2005 school year (National Youth Anti-Drug Media Campaign). Alcohol was once again the most prevalent substance students reported using (Austin Independent School District 2003-2004). In the Eanes Independent School District (Travis County), their 2008 PRIDE Survey revealed that sixth-grade students reported an average age for first alcohol use at 10.2 years. The 2006 Texas School Survey revealed 10% of high school students admitted driving after having several alcoholic drinks during the past school year.

With resources and community collaborations in place, including the UDPP task force which celebrates a decade of community service in 2007, the Comprehensive Underage Drinking Prevention Program is in a unique position to reduce alcohol-related harm in the contiguous tri-county area by providing education and outreach prevention services as well as being a vehicle for changing social norms and perceptions about youth and alcohol. Efforts to reduce underage drinking must focus on adults as well as youth and must engage the community as a whole. Continuing the UDPP into year three provides the continuity to build on year one and two successes and makes a significant contribution in saving the lives of teenagers in the tri-county area by discouraging alcohol consumption.

II. Project Plan

Problem Solution

In order to resolve underage drinking issues in Travis, Williamson, and Hays counties, a program proposal for a comprehensive five-year plan is in place. This year three proposal for the FY'10 Comprehensive Travis County Underage Drinking Prevention Program, an award-winning project uses the following measures:

UDPP will provide "Why Risk It?" and "Busted!" presentation to high schools and middle schools. Both videos are locally produced and presentations are conducted by staff as well as community and law enforcement volunteers. UDPP will provide youth with the tools and resources to discourage alcohol involvement. It will also increase risk awareness, thereby reducing the number and severity of motor vehicle crashes among drivers under 21. Teen drinking has predictable and preventable patterns and

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County of Travis

Comprehensive Underage Drinking Prevention Program

conditions. UDPP assessments provide tools to tailor presentations to youth behaviors.

Underage drinking cannot be successfully addressed by focusing on youth alone. Youth often obtain alcohol directly or indirectly from adults. Efforts to reduce underage drinking must engage the entire community. The UDPP addresses this issue by providing adult/parent presentations that include the "Consequences/ Jacqueline Saburido" video, conducted for PTAs, teacher staff/development trainings and other parent groups. Adults are also targeted during the program's anti-DWI Emphasis Patrols, which currently include the Christmas/New Year's Emphasis Patrol in Travis County and the Valentine's Day Emphasis Patrol in Williamson County. The program will attend orientations, open enrollments and health fairs sponsored by employers such as the U.S. Post Office, the Texas Department of Agriculture, and State Farm Insurance.

Other educational program components will include media campaigns and participation in grassroots projects such as Safe Homes. High-risk times such as spring break, prom and graduation and major holidays will be targeted. Increase participation and collaboration with groups such as the Ready by 21 Coalition, Austin/Travis County Suicide Prevention Coalition, Behavioral Health Partnership, Child/Youth Mental Planning Partnership, Austin Parks and Recreation Department, First Night Austin (alcohol-free New Year's Eve celebration), National Night Out (APD/TCSO), Hispanic Health Fair, St. Edward's University Alcohol and Other Drug Task Force, SoberRide, and the Safe Kids Coalition. Continue task force efforts by increasing membership and providing quality programs and speakers. Will also utilize Travis County Television for public affairs show "Focus on Youth and Alcohol", as well as cablecast of Public Service Announcements.

The program has developed a cooperative effort with law enforcement youth-alcohol programs including the TABC Fake ID program and the Travis County Sheriff's Office (TCSO) Teen Dating Violence Prevention Program. TABC, TCSO, Travis County Constables Office (TCCO), and the Texas Department of Public Safety (DPS) work directly with the UDPP in education efforts

UDPP strengths include name recognition, staff longevity, train-the-trainer program, established task force and strong working relationships with independent school districts and local law enforcement agencies (Texas Alcoholic Beverage Commission (TABC), Travis County Sheriff's Office (TCSO) and the Austin Police Department [APD]) and media. In the past, the UDPP has responded to requests for speaking engagements. For example, in FY '07, the UDPP presented at the Lifesavers Conference in Chicago and in FY '08, the program director was the presenter for a National Electronic Seminar (Internet/Audio Conference) for the Underage Drinking Training Enforcement Center. The UDPP will continue to respond to these requests. The train-the-trainer program will expand to include additional Texas counties. To date, more than 20 U.S. counties have been trained and/or provided with training materials. The "Why Risk It?" program will expand to driver's education and faith-

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County of Travis

Comprehensive Underage Drinking Prevention Program

based youth programs. The anti-DWI high school program will be supported by the middle school prevention program, "Busted!", especially to 8th graders as they transition to high school.

Per recommendations of the 2006 Capital Area Community Agenda Project (United Way and the Ray Marshall Center for Human Resource Studies), UDPP efforts are aligned with findings that stated:

There was a need for specialized "niche" organizations providing community services as well as larger organizations providing "comprehensive" services.

Community stakeholders found youth issues "most pressing". One key recommendation is to promote a comprehensive community plan for wellness and prevention. The UDPP continues to implement its comprehensive program as a result of these and other findings.

The UDPP will utilize branded materials to enhance marketing efforts and its mission statement: to create a community consensus that underage drinking is illegal, unhealthy and unacceptable.

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County of Travis
Comprehensive Underage Drinking Prevention Program

Objectives, PI&E, Performance Measures and Activities

Action Verb To Conduct

Target Number 280

Baseline Measure

Performance Measure "Busted!" presentations to elementary thru 8th grade youth in Travis (230), Hays (25) & Wilco (25)

Completion Date 9/30/2010

Activity	Responsible	Project Month													
		OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO
1. Contact schools for presentations.	Subgrantee	P	P	P	P	P	P	P	P				P		
2. Contact community youth groups for programs.	Subgrantee	P		P		P		P		P		P			
3. Conduct "Busted!" presentations to elementary through 8th grade youth.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P		
4. Participate in age appropriate community events.	Subgrantee		P		P		P		P		P		P		
5.															
6.															
7.															
8.															
9.															
10.															

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County of Travis
Comprehensive Underage Drinking Prevention Program

Objectives, PI&E, Performance Measures and Activities

Action Verb To Conduct

Target Number 160

Baseline Measure

Performance Measure "Why Risk It?" presentations to high school age youth in Travis (160), Hays (10) and Wilco (10)

Completion Date 9/30/2011

	Activity	Responsible	Project Month												OC	NO	
			OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE			
1.	Contact high schools for presentations.	Subgrantee	P	P	P	P	P	P	P	P							
2.	Contact community youth groups for programs.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P			
3.	Conduct "Why Risk It?" presentations in high schools.	Subgrantee	P	P	P	P	P	P	P	P				P			
4.	Conduct "Why Risk It?" presentations for youth agencies.	Subgrantee		P		P		P		P	P	P		P			
5.	Participate in age appropriate community events.	Subgrantee	P		P		P		P		P		P				
6.																	
7.																	
8.																	
9.																	
10.																	

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County of Travis
Comprehensive Underage Drinking Prevention Program

Objectives, PI&E, Performance Measures and Activities

Action Verb To Expand

Target Number 40

Baseline Measure

Performance Measure community events in Travis (30), Hays (5) and Williamsoun (5) County

Completion Date 9/30/2010

Activity	Responsible	Project Month														
		OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO	
1. Identify and participate in school events, community and/or agency health fairs and employer initiatives.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P	P		
2. Collaborate with other agencies to prevent duplication of efforts.	Subgrantee		P		P		P		P		P	P		P		
3. Coordinate events in conjunction with local, state and federal campaigns.	Subgrantee			P			P		P							
4. Contact and work with local colleges and universities on underage drinking and driving prevention efforts.	Subgrantee	P		P			P				P			P		
5. Attend the "Safe Homes" initiative meetings in Travis County.	Subgrantee		P		P		P		P					P		
6. Provide presentations to and staff information booths at recreation centers.	Subgrantee										P	P	P			
7. Evaluate current outreach and distribute program information packets to schools, youth centers, churches, and other youth organizations.	Subgrantee	P			P		P					P	P			
8. Work with education centers in each county.	Subgrantee	P		P		P		P			P		P			

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County of Travis
Comprehensive Underage Drinking Prevention Program

9.	Contact PTAs and other parent groups in three counties on underage drinking/driving issues.	Subgrantee					P	P	P							
10.																

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County of Travis
Comprehensive Underage Drinking Prevention Program

Objectives, PI&E, Performance Measures and Activities

Action Verb To Collect

Target Number 12

Baseline Measure

Performance Measure months of UDPP statistics in Travis, Hays and Williamson Counties

Completion Date 9/30/2010

	Activity	Responsible	Project Month														
			OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO	
1.	Identify/list agencies that collect data on underage drinking issues/offenses and violations in each county.	Subgrantee	P														
2.	Compile data and determine any trends for each county.	Subgrantee				P					P						
3.	Identify violator programs offered to youth offenders.	Subgrantee				P	P										
4.	Identify and report on how each county processes MIP, DWI and DUI.	Subgrantee				P	P										
5.	Identify youth community service options for each county.	Subgrantee						P	P								
6.	Identify links between underage drinking and other social issues.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P			
7.	Compile information and data collected. Report findings on underage drinking statistics at end of year meeting with each county.	Subgrantee	P		P		P		P		P		P				
8.																	
9.																	

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County of Travis
Comprehensive Underage Drinking Prevention Program

Objectives, PI&E, Performance Measures and Activities

Action Verb To Conduct

Target Number 5

Baseline Measure

Performance Measure Underage Drinking Prevention Task Force meetings

Completion Date 9/30/2010

	Activity	Responsible	Project Month														
			OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO	
1.	Maintain a database of coalition task force members.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P	P		
2.	Determine speakers and agenda for task force meetings.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P	P		
3.	Invite representatives from Williamson and Hays Counties to attend task force meetings.	Subgrantee	P			P		P		P		P		P			
4.	Conduct and attend task force meetings.	Subgrantee	P		P	P		P	P		P		P				
5.	Provide statistics to task force members.	Subgrantee	P		P		P		P		P		P				
6.	Utilize print and broadcast media and Internet to announce task force meetings and activities.	Subgrantee	P	P		P		P	P		P		P				
7.	Coordinate activities with other groups and agencies to prevent duplication of efforts.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P			
8.	Partner with Hays and Williamson Counties on task force activities.	Subgrantee	P		P		P		P		P		P	P			
9.																	
10.																	

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County of Travis
Comprehensive Underage Drinking Prevention Program

Objectives, PI&E, Performance Measures and Activities

Action Verb To Conduct

Target Number 1

Baseline Measure

Performance Measure year round public information and education (PI&E) campaign in the tri-county area

Completion Date 9/30/2010

Activity	Responsible	Project Month															
		OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO		
1. Determine and develop types of materials needed.	Subgrantee		P	P	P												
2. Submit proposed materials and the PI&E plan to the Department for approval.	Subgrantee		P	P	P												
3. Produce/distribute materials & maintain records of all PI&E materials received and distributed.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P				
4. Report on activities.	Subgrantee	P	P	P	P	P	P	P			P	P	P	P			
5. Participate in seasonal community campaigns: Christmas/New Year's, Spring Break and Graduation in coordination with federal and state campaigns.	Subgrantee	P		P		P	P			P	P						
6. Contact PTAs and other parent groups in all three counties on underage drinking and driving issues.	Subgrantee								P	P	P						
7. Utilize UDPP web site to convey information and utilize Internet to find statistics, resources, data and trends.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P				
8. Utilize public access TV for public service and community billboard announcements and	Subgrantee	P		P		P		P				P					

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County of Travis
Comprehensive Underage Drinking Prevention Program

	produce "Focus on Youth and Alcohol" TV show for TCTV.																
9.	Submit press releases to exiting news sources (print & broadcast) in all three counties.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P			
10.	Update press kit & update program fact sheet with current data for distribution to task force, agencies and the public.	Subgrantee	P	P	P		P		P		P				P		

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County of Travis
 Comprehensive Underage Drinking Prevention Program

Budget Summary

Budget Category		TxDOT	Match	Program Income	Total
Category I - Labor Costs					
(100)	Salaries:	\$121,173.00	\$20,364.00	\$0	\$141,537.00
(200)	Fringe Benefits:	\$65,043.89	\$0	\$0	\$65,043.89
	Sub-Total:	\$186,216.89	\$20,364.00	\$0	\$206,580.89
Category II - Other Direct Costs					
(300)	Travel:	\$3,133.10	\$1,000.00	\$0	\$4,133.10
(400)	Equipment:				\$0
(500)	Supplies:	\$0	\$950.00	\$0	\$950.00
(600)	Contractual Services:	\$0	\$111,745.00	\$0	\$111,745.00
(700)	Other Miscellaneous:	\$4,400.00	\$21,160.00	\$0	\$25,560.00
	Sub-Total:	\$7,533.10	\$134,855.00	\$0	\$142,388.10
	Total Direct Costs:	\$193,749.99	\$155,219.00	\$0	\$348,968.99
Category III - Indirect Costs					
(800)	Indirect Cost Rate:				\$0
Summary					
	Total Labor Costs:	\$186,216.89	\$20,364.00	\$0	\$206,580.89
	Total Direct Costs:	\$7,533.10	\$134,855.00	\$0	\$142,388.10
	Total Indirect Costs:				\$0
	Grand Total:	\$193,749.99	\$155,219.00	\$0	\$348,968.99
	Fund Sources: (Percent Share)	55.52%	44.48%	0.00%	

Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in eGrants.

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Texas Traffic Safety eGrants

Fiscal Year 2009

Organization Name: Travis County Attorney's UDPP

Legal Name: County of Travis

Payee Identification Number: 17460001922000

Project Title: Comprehensive Underage Drinking Prevention Program

ID: 2011-Travis C-G-MYG-Yr3-0075

Period: 10/01/2010 to 09/30/2011

County of Travis
Comprehensive Underage Drinking Prevention Program

General Information

Project Title Comprehensive Underage Drinking Prevention Program

Project Description To conduct a comprehensive underage drinking prevention program through educational efforts and peer to peer interaction to reduce underage alcohol consumption and underage drinking and driving.

How many years has your organization received funding for this project?

This will be our fourth year.

Project Director Name Gloria Souhami

Organization Address PO Box 1748
Austin, TX 78767

Mailing Address

Multi Year Proposal Selection
2009-Travis C-G-MYG-Yr1-0055

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County of Travis
Comprehensive Underage Drinking Prevention Program

Alcohol and Other Drug Counter Measures

Select a goal:

To reduce the number of DWI-related crashes where the driver is under age 21

Select a strategy:

Develop innovative ways and programs to combat underage drinking and driving
Increase public education and information, concentrating on youth age 5-13 and 14-20, including parent education on drinking and driving
Improve education programs on alcohol and driving for youth
Improve anti-DWI public information and education campaigns

Select a Goal:

To reduce the number of DWI-related crashes, injuries, and fatalities

Select a strategy:

Develop innovative ways and programs to combat underage drinking and driving
Increase public education and information, concentrating on youth age 5-13 and 14-20, including parent education on drinking and driving
Improve education programs on alcohol and driving for youth
Improve anti-DWI public information and education campaigns

County of Travis
Comprehensive Underage Drinking Prevention Program

Problem Identification and Solution

I. Problem Identification

Alcohol is the number one drug of choice among youth under 21 and 25% of alcohol consumed in the U.S. is done so by youth under 21 (2008 Columbia University National Center on Addiction and Substance Abuse). In 2006, the Texas Department of Transportation reported Texas had over 1,670 fatalities that involved drivers under the influence of alcohol or drugs (Austin American-Statesman, December 12, 2007). In 2006, Texas led the nation with 227 teen drivers killed (National Highway Traffic Safety Administration).

The availability and use of alcohol resulting in underage drinking and driving crashes and fatalities has been identified as a significant community traffic safety problem and a quality of life issue for youth in Travis, Hays and Williamson counties. In 2007, the Austin Police Department reported that 48% of Austin's fatal car crashes were alcohol-related. Underage impaired driving and other illegal alcohol-related behaviors such as Minor in Possession (MIP) and making available continue to challenge parents, teachers, law enforcement and the community at large. From September 2006 to August 2007, the Texas Alcoholic Beverage Commission reports 420 Minor in Possession (MIP) cases were filed in Travis County, 31 in Williamson County and 40 in Hays County. With a population of over 900,000 in Travis County, over 350,000 in Williamson County, over 130,000 in Hays County and approximately 25% of the population in those three counties under age 18 (2006 US Census), the student population continues to grow each year, and so do new teen drivers, with a new crop of students each fall who have not been exposed to the UDPPs presentations. In 2006-2007, there were approximately 133,933 students in Travis County, 25,052 students in Hays County, and 84,980 students in Williamson County (Texas Education Agency).

The average age of first use in Texas is 12.4 years. Studies show that 47% of those who begin drinking alcohol before age 14 become dependent at some time in their lives. It is noted that 8th and 9th grade girls now drink as much as boys, but the physiological impact on them is greater (National Center for Addiction and Substance Abuse 2006).

Underage youth are attracted to the tri-county area by higher education institutions, and recreational and entertainment activities, and the 11th Annual Back-to-School Survey reports youth readily purchase alcohol or have it provided by an adult. The survey also shows that almost 1/2 of teens attend house parties where parents are present and teens are drinking (National Center for Addiction and Substance Abuse, September 2006).

Department of Public Safety (DPS) cites that a fatal DWI crash has the highest probability of occurring on a rural part of a U.S. or state route between 1-2 AM and

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County of Travis

Comprehensive Underage Drinking Prevention Program

most likely involves an 18-year-old male driver. Travis, Hays and Williamson counties have many rural areas (populations under 5,000) where youth are drinking because there is not much else to do and youth are driving at the earliest legal age. A lack of activities and opportunities are cited as prime factors in the prevalence of underage drinking (Center for Enforcing Underage Drinking Laws).

"Prevention strategies help children in Travis County resist the use of substances. Children and adolescents are especially vulnerable to substance use and dependence. Considering the early age at which many students begin experimenting with substances, prevention efforts must start early, definitely before the age of 21, " Travis County 2001 CAN Assessment Report. In Austin, 18% of high school students report attending class high or drunk during the 2004-2005 school year (National Youth Anti-Drug Media Campaign). Alcohol was once again the most prevalent substance students reported using (Austin Independent School District 2003-2004). In the Eanes Independent School District (Travis County), their 2008 PRIDE Survey revealed that sixth-grade students reported an average age for first alcohol use at 10.2 years. The 2006 Texas School Survey revealed 10% of high school students admitted driving after having several alcoholic drinks during the past school year.

With resources and community collaborations in place, including the UDPP task force which celebrates a decade of community service in 2007, the Comprehensive Underage Drinking Prevention Program is in a unique position to reduce alcohol-related harm in the contiguous tri-county area by providing education and outreach prevention services as well as being a vehicle for changing social norms and perceptions about youth and alcohol. Efforts to reduce underage drinking must focus on adults as well as youth and must engage the community as a whole. Continuing the UDPP into year four provides the continuity to build on year one, two and three successes and makes a significant contribution in saving the lives of teenagers in the tri-county area by discouraging alcohol consumption.

II. Project Plan

Problem Solution

In order to resolve underage drinking issues in Travis, Williamson, and Hays counties, a program proposal for a comprehensive five-year plan is in place. This year four proposal for the FY'11 Comprehensive Travis County Underage Drinking Prevention Program, an award-winning project uses the following measures:

UDPP will provide "Why Risk It?" and "Busted!" presentation to high schools and middle schools. Both videos are locally produced and presentations are conducted by staff as well as community and law enforcement volunteers. UDPP will provide youth with the tools and resources to discourage alcohol involvement. It will also increase risk awareness, thereby reducing the number and severity of motor vehicle crashes among drivers under 21. Teen drinking has predictable and preventable patterns and

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County of Travis

Comprehensive Underage Drinking Prevention Program

conditions. UDPP assessments provide tools to tailor presentations to youth behaviors.

Underage drinking cannot be successfully addressed by focusing on youth alone. Youth often obtain alcohol directly or indirectly from adults. Efforts to reduce underage drinking must engage the entire community. The UDPP addresses this issue by providing adult/parent presentations that include the "Consequences/ Jacqueline Saburido" video, conducted for PTAs, teacher staff/development trainings and other parent groups. Adults are also targeted during the program's anti-DWI Emphasis Patrols, which currently include the Christmas/New Year's Emphasis Patrol in Travis County and the Valentine's Day Emphasis Patrol in Williamson County. The program will attend orientations, open enrollments and health fairs sponsored by employers such as the U.S. Post Office, the Texas Department of Agriculture, and State Farm Insurance.

Other educational program components will include media campaigns and participation in grassroots projects such as Safe Homes. High-risk times such as spring break, prom and graduation and major holidays will be targeted. Increase participation and collaboration with groups such as the Ready by 21 Coalition, Austin/Travis County Suicide Prevention Coalition, Behavioral Health Partnership, Child/Youth Mental Planning Partnership, Austin Parks and Recreation Department, First Night Austin (alcohol-free New Year's Eve celebration), National Night Out, Hispanic Health Fair, MADD, Teen Parenting Prevention Network, Austin Community College Student Life Activities, St. Edward's University Alcohol and Other Drug Task Force, SoberRide, and the Safe Kids Coalition. Continue task force efforts by increasing membership and providing quality speakers to the community. Will also utilize Travis County Television for public affairs show "Focus on Youth and Alcohol", as well as cablecast of Public Service Announcements.

The program has developed a cooperative effort with law enforcement youth-alcohol programs including the TABC Fake ID program and the Travis County Sheriff's Office (TCSO) Teen Dating Violence Prevention Program. TABC, TCSO, Travis County Constables Office (TCCO), and the Texas Department of Public Safety (DPS) work directly with the UDPP in education efforts.

UDPP strengths include name recognition, staff longevity, train-the-trainer program, established task force and strong working relationships with independent school districts and local law enforcement agencies (Texas Alcoholic Beverage Commission (TABC), Travis County Sheriff's Office (TCSO) and the Austin Police Department [APD]) and media. In the past, the UDPP has responded to requests for speaking engagements. For example, in FY '07, the UDPP presented at the Lifesavers Conference in Chicago and in FY '08, the program director was the presenter for a National Electronic Seminar (Internet/Audio Conference) for the Underage Drinking Training Enforcement Center. The UDPP will continue to respond to these requests. The train-the-trainer program will expand to include additional Texas counties. To date, more than 20 U.S. counties have been trained and/or provided with training

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Comprehensive Underage Drinking Prevention Program

materials. The "Why Risk It?" program will expand to driver's education and faith-based youth programs. The anti-DWI high school program will be supported by the middle school prevention program, "Busted!", especially to 8th graders as they transition to high school.

Per recommendations of the 2006 Capital Area Community Agenda Project (United Way and the Ray Marshall Center for Human Resource Studies), UDPP efforts are aligned with findings that stated:

There was a need for specialized "niche" organizations providing community services as well as larger organizations providing "comprehensive" services.

Community stakeholders found youth issues "most pressing". One key recommendation report is to promote a comprehensive community plan for wellness and prevention. The UDPP continues to implement its comprehensive program as a result of these and other findings.

The UDPP will expand branded materials to reflect new laws and community needs.

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County of Travis
Comprehensive Underage Drinking Prevention Program

Objectives, PI&E, Performance Measures and Activities

Action Verb To Conduct
Target Number 280
Baseline Measure
Performance Measure "Busted!" presentations to "tween" through 8th grade youth in Travis (230), Hays (25) and Wilco (25)
Completion Date 9/30/2011

Activity	Responsible	Project Month													
		OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO
1. Contact middle schools for presentations.	Subgrantee	P	P	P	P	P	P	P	P						
2. Contact community youth groups for programs.	Subgrantee	P		P		P		P		P		P			
3. Conduct "Busted!" presentations to "tween" and 6th through 8th grade youth.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P		
4. Participate in age appropriate community events.	Subgrantee		P		P		P		P		P		P		
5.															
6.															
7.															
8.															
9.															
10.															

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County of Travis
Comprehensive Underage Drinking Prevention Program

Objectives, PI&E, Performance Measures and Activities

Action Verb To Conduct

Target Number 160

Baseline Measure

Performance Measure "Why Risk It?" presentations to high school age youth in Travis (160), Hays (10) and Wilco (10)

Completion Date 9/30/2011

Activity	Responsible	Project Month													
		OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO
1. Contact high schools for presentations.	Subgrantee	P	P	P	P	P	P	P	P						
2. Contact community youth groups for programs.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P		
3. Conduct "Why Risk It?" presentations in high schools.	Subgrantee	P	P	P	P	P	P	P	P				P		
4. Conduct "Why Risk It?" presentations for youth agencies.	Subgrantee		P		P		P		P	P	P		P		
5. Participate in age appropriate community events.	Subgrantee	P		P		P		P		P	P				
6.															
7.															
8.															
9.															
10.															

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County of Travis
Comprehensive Underage Drinking Prevention Program

Objectives, PI&E, Performance Measures and Activities

Action Verb To Expand

Target Number 40

Baseline Measure

Performance Measure community events in Travis (30), Hays (5) and Williamsoun (5) County

Completion Date 9/30/2011

Activity	Responsible	Project Month														
		OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO	
1. Identify and participate in school events, community and/or agency health fairs and employer initiatives.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P	P		
2. Collaborate with other agencies to prevent duplication of efforts.	Subgrantee		P		P		P		P	P	P		P			
3. Coordinate events in conjunction with local, state and federal campaigns.	Subgrantee			P			P		P							
4. Contact and work with local colleges and universities on underage drinking and driving prevention efforts.	Subgrantee	P		P			P			P			P			
5. Attend the "Safe Homes" initiative meetings in Travis County.	Subgrantee		P		P		P		P				P			
6. Provide presentations to and staff information booths at recreation centers.	Subgrantee										P	P	P			
7. Evaluate current outreach and distribute program information packets to schools, youth centers, churches, and other youth organizations.	Subgrantee	P			P		P					P	P			
8. Work with education centers in each county.	Subgrantee	P		P		P		P		P		P				

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Comprehensive Underage Drinking Prevention Program

9.	Contact PTAs and other parent groups in three counties on underage drinking/driving issues.	Subgrantee						P	P	P							
10.																	

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County of Travis
Comprehensive Underage Drinking Prevention Program

Objectives, PI&E, Performance Measures and Activities

Action Verb To Collect

Target Number 12

Baseline Measure

Performance Measure months of UDPP statistics in Travis, Hays and Williamson Counties

Completion Date 9/30/2011

	Activity	Responsible	Project Month															
			OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO		
1.	Identify/list agencies that collect data on underage drinking issues/offenses and violations in each county.	Subgrantee	P															
2.	Compile data and determine any trends for each county.	Subgrantee				P						P						
3.	Identify violator programs offered to youth offenders.	Subgrantee				P	P											
4.	Identify and report on how each county processes MIP, DWI and DUI.	Subgrantee				P	P											
5.	Identify youth community service options for each county.	Subgrantee						P	P									
6.	Identify links between underage drinking and other social issues.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P				
7.	Compile information and data collected. Report findings on underage drinking statistics at end of year meeting with each county.	Subgrantee	P		P		P		P		P		P					
8.																		
9.																		

2009

County of Travis
Comprehensive Underage Drinking Prevention Program

Objectives, PI&E, Performance Measures and Activities

Action Verb To Conduct
Target Number 5
Baseline Measure
Performance Measure Underage Drinking Prevention Task Force meetings
Completion Date 9/30/2011

	Activity	Responsible	Project Month													
			OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO
1.	Maintain a database of coalition task force members.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P		
2.	Determine speakers and agenda for task force meetings.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P		
3.	Invite representatives from Williamson and Hays Counties to attend task force meetings.	Subgrantee	P			P		P		P		P		P		
4.	Conduct and attend task force meetings.	Subgrantee	P		P	P		P	P		P		P			
5.	Provide statistics to task force members.	Subgrantee	P		P		P				P		P			
6.	Utilize print and broadcast media and Internet to announce task force meetings and activities.	Subgrantee	P	P		P		P	P		P		P			
7.	Coordinate activities with other groups and agencies to prevent duplication of efforts.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P		
8.	Partner with Hays and Williamson Counties on task force activities.	Subgrantee	P		P		P				P		P	P		
9.																
10.																

2009

County of Travis
Comprehensive Underage Drinking Prevention Program

Objectives, PI&E, Performance Measures and Activities

Action Verb To Conduct

Target Number 1

Baseline Measure

Performance Measure year round public information and education (PI&E) campaign in the tri-county area

Completion Date 9/30/2011

Activity	Responsible	Project Month															
		OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO		
1. Determine and develop types of materials needed.	Subgrantee		P	P	P												
2. Submit proposed materials and the PI&E plan to the Department for approval.	Subgrantee		P	P	P												
3. Produce/distribute materials & maintain records of all PI&E materials received and distributed.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P				
4. Report on activities.	Subgrantee	P	P	P	P	P	P	P		P	P	P	P				
5. Participate in seasonal community campaigns: Christmas/New Year's, Spring Break and Graduation in coordination with federal and state campaigns.	Subgrantee	P		P		P	P		P	P							
6. Contact PTAs and other parent groups in all three counties on underage drinking and driving issues.	Subgrantee							P	P	P							
7. Utilize UDPP web site to convey information and utilize Internet to find statistics, resources, data and trends.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P				
8. Utilize public access TV for public service and community billboard announcements and	Subgrantee	P		P		P		P				P					

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Comprehensive Underage Drinking Prevention Program

	produce "Focus on Youth and Alcohol" TV show for TCTV.																
9.	Submit press releases to exiting news sources (print & broadcast) in all three counties.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P			
10.	Update press kit & update program fact sheet with current data for distribution to task force, agencies and the public.	Subgrantee	P	P	P		P		P		P				P		

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County of Travis
Comprehensive Underage Drinking Prevention Program

Budget Summary

Budget Category		TxDOT	Match	Program Income	Total
Category I - Labor Costs					
(100)	Salaries:	\$126,074.00	\$20,364.00	\$0	\$146,438.00
(200)	Fringe Benefits:	\$67,643.90	\$0	\$0	\$67,643.90
	Sub-Total:	\$193,717.90	\$20,364.00	\$0	\$214,081.90
Category II - Other Direct Costs					
(300)	Travel:	\$3,221.08	\$1,000.00	\$0	\$4,221.08
(400)	Equipment:				\$0
(500)	Supplies:	\$0	\$950.00	\$0	\$950.00
(600)	Contractual Services:	\$0	\$151,745.00	\$0	\$151,745.00
(700)	Other Miscellaneous:	\$4,400.00	\$21,160.00	\$0	\$25,560.00
	Sub-Total:	\$7,621.08	\$174,855.00	\$0	\$182,476.08
	Total Direct Costs:	\$201,338.98	\$195,219.00	\$0	\$396,557.98
Category III - Indirect Costs					
(800)	Indirect Cost Rate:				\$0
Summary					
	Total Labor Costs:	\$193,717.90	\$20,364.00	\$0	\$214,081.90
	Total Direct Costs:	\$7,621.08	\$174,855.00	\$0	\$182,476.08
	Total Indirect Costs:				\$0
	Grand Total:	\$201,338.98	\$195,219.00	\$0	\$396,557.98
	Fund Sources: (Percent Share)	50.77%	49.23%	0.00%	

Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in eGrants.

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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:	Title IV-E Child Welfare Services			
Grant Period:	From:	10/1/2009	To:	9/30/2010
Grantor:	Texas Dept. of Family and Protective Services (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:	\$19,000*					\$19,000
Operating:	38,360**					\$38,360
Capital Equipment:						0
Indirect Costs:						0
Total:	\$57,360	\$0	\$0	\$0	\$0	\$57,360
FTEs:	1					1.00

*This figure is an estimate of the reimbursement for staff time spent on administering the Title IV-E program.

**This figure is an estimate of the reimbursement for foster care maintenance expenditures.

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

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						
Number of Child Protective Services petitions filed	285					285
Number of children in conservatorship per month	900					900
Number of new children entering care	395					395
Measures For Grant						
Number of youth in foster care served by the contract	184***					184
Outcome Impact Description	This insures that youth in foster care receive all necessary services and supports.					

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Outcome Impact Description						
Outcome Impact Description						
<p>***Note: Title IV-E eligible children account for a portion of the departmental outputs listed above. The grant contract does not contain performance measures.</p>						

PBO Recommendation:

HHS is requesting Commissioners Court approval of a contract with the Texas Department of Family and Protective Services for reimbursement of expenditures under Title IV-E of the Federal Social Security Act.

The request for reimbursement is submitted at the end of each quarter and is based on expenditures for Title IV-E eligible children in foster care. PBO notes there are no additional financial requirements for this grant.

PBO recommends approval of the contract.

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

The Texas Dept. of Family and Protective Services (DFPS) pools certain foster care expenditures made by Texas counties in order to receive federal reimbursement money for the state under Title IV-E of the Federal Social Security Act. The counties, in turn, receive a percentage of this money based on their expenditures for foster care. Travis County submits quarterly requests for reimbursement to DFPS. These funds enhance an existing program.

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

The contract with DFPS requires Travis County to continue a Child Welfare Board; provide adequate funding for the care of any child in need of protective placement who is under the conservatorship of DFPS and not eligible for Title IV-E foster care or state-paid foster care and/or Medicaid; provide adequate funds for medical care not covered by Medicaid; and maintain total net child welfare expenditures at a sufficient level.

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

The county is reimbursed for a portion of staff time spent administering the Title IV-E program as well as foster care expenditures on children who are Title IV-E eligible.

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

The contract as written does not allow for indirect 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.

No. The county would still have to spend money for foster care even if this reimbursement program were not available.

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

NA

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

The contract with DFPS will allow Travis County to recover some of the costs associated with providing foster care. The appropriate departmental output measures apply to this grant.



RECEIVED
09 SEP 25 PM 1:33
TRAVIS COUNTY
PLANNING & BUDGET 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: September 23, 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: Title IV-E Child Welfare Services Contract

Proposed Motion:

Consider and take appropriate action to approve updating certain attachments to the FY'10 Title IV-E Child Welfare Services Contract with the Texas Department of Family and Protective Services.

Summary and Staff Recommendations:

The Title IV-E Child Welfare Services Contract is part of a mutually undertaken child welfare program by Travis County and the Texas Department of Family and Protective Services (DFPS). Travis County receives partial reimbursement for eligible expenditures for children in foster care under the oversight of the Travis County Child Protective Services Board.

DFPS pools certain foster care expenditures made by Texas counties in order to receive federal reimbursement money under Title IV-E of the Federal Social Security Act. Title IV-E was established for the purpose of enabling each state to provide, in appropriate cases, foster care, adoption assistance and transitional independent living programs for children who otherwise would have been eligible for Aid to Families with Dependent Children (AFDC) assistance as the program existed on July 16, 1996. The federal reimbursement rate determines the amount counties receive. This rate changes each fiscal year. The rate for FY'09 was 59.44%.

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Travis County Health and Human Services and Veterans Service (TCHHSVS) estimates it will receive approximately \$57,360 in reimbursements for FY'10. (This figure is based on an estimate of the reimbursement for TCHHSVS staff time spent administering the Title IV-E program as well as the reimbursement for foster care maintenance expenditures.)

The contract automatically renews each fiscal year through 9/30/12. Certain attachments to the contract need to be updated for FY'10.

TCHHSVS staff recommends updating these attachments.

Budgetary and Fiscal Impact:

This contract is required to establish a mechanism for reimbursement of certain eligible foster care expenditures. TCHHSVS prepares a claim for DFPS at the end of each quarter based on expenditures for Title IV-E eligible foster children in the county and sends it to the County Auditor for review. TCHHSVS then submits the claim to DFPS. The funds are sent to the county and certified to be used by the Child Protective Services Board to meet the needs of the growing foster care population. The FY'10 contract runs from 10/1/09 – 9/30/10.

Issues and Opportunities:

This contract allows Travis County to be reimbursed for a portion of its expenditures for those children in foster care who are Title IV-E eligible.

Background:

Travis County has submitted claims for reimbursement under this contract since FY'99.

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
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

Internal Control Certification (ICC)

Contractor: Travis County (CWB)

DFPS Contract Number(s): 23380186

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. 9/16/09 **FINANCIAL POSITION** - Review for changes to accounting procedures and financial stability.
- J.E.B. 9/16/09 **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. 9/16/09 **PERSONNEL** - Review for changes to personnel and payroll practices.
- J.E.B. 9/16/09 **TRAVEL** - Review for changes to travel policy.
- J.E.B. 9/16/09 **EQUIPMENT** - Review for changes to capitalization threshold and inventory.
- J.E.B. 9/16/09 **SUBCONTRACTORS** - Review for changes in procurement and/or monitoring procedures.
- J.E.B. 9/16/09 **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 9/7/07, 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.)

Contract # 23380186 ICSQ #2 + #3 Info. updated

BY:

Signature of Authorized Representative

Date:

Samuel T. Biscoe

Printed/Typed Name

Travis County Judge

Title

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

23380186

Contractor Name: Travis County

DFPS Contract #: ~~23380186~~ 23361156

Current Contract Period: 9/1/07-8/31/08

Contract Manager: Charlah Love

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.	<p>Do you complete yearly financial statements (e.g., Balance Sheet, Income Statement, Other)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>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#1-2. Copy of CAFR sent to Charlah Love.</i></p> <p>Person responsible for annual financial statements. Susan Spataro, Travis County Auditor <u>Nicki Riley, Financial Mgr.</u></p> <p><i>If no, please provide any manual or automated information maintained regarding your "current" financial position (i.e., assets versus liabilities) and mark it ATTACHMENT #1-2.</i></p>
3.	<p>Are your accounting and financial system operations "audited" at regular intervals by an independent auditor (CPA, State Public Accountant, 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</p> <p><i>If yes, how often and who audits your records?</i> <u>Annually</u> Deloitte and Touche <u>Lockart, Atchley + Assn, LLP</u></p> <p><i>Also, if yes, please provide a copy of your most current "audit" performed of your agency and mark it ATTACHMENT #1-3.</i></p>

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.	<p>Do you have more than one contract with DFPS? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>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.</i></p>
2.	<p>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</p> <p><i>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. Mark this list ATTACHMENT #II-2.</i></p>

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Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

3.	<p>Do you maintain contract files for each of your DFPS contracts?</p> <p>If yes, do the contract files contain:</p> <p>a. The approved contract with all attachments?</p> <p>b. Copies of contract amendments?</p> <p>c. Billing documents?</p> <p>d. Related correspondence?</p> <p>e. Copies of subcontracts?</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> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No N/A</p>
4.	<p>a. Are all expenditures that are reported and/or billed as DFPS costs reconciled with your general ledger?</p> <p>If no, please provide a written explanation below as to why such expenditures are not reconciled to your general ledger.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>b. Is the general ledger kept up-to-date and balanced at least monthly?</p> <p>If not monthly, please specify frequency. _____</p> <p>_____</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
5.	<p>Do you maintain a separate general ledger account for:</p> <p>a. Deposits for each contract's funds?</p> <p>b. Disbursement of each contract's funds?</p> <p><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></p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
6.	<p>Are billings submitted within the time frame specified in the DFPS contract?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>
7.	<p>How do you allocate shared costs between contracts and/or programs?</p> <p><i>Please attach a detailed explanation, and mark it ATTACHMENT #II-7.</i></p>	<p>N/A</p>
8.	<p>Are costs and expenditures controlled based on budget line items for cost reimbursement and budget-based unit rate contracts?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>
9.	<p>Do you authorize separate individuals to:</p> <p>a. Sign checks? Indicate name(s) and title(s).</p> <p><u>Susan Spataro - Travis County Auditor</u></p> <p><u>Dolores Ortega - Carter - Travis County Treasurer</u></p> <p>b. Approve purchase orders and vouchers? Indicate name(s) and title(s).</p> <p><u>Kathleen Haas - Lead Financial Analyst</u></p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>

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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>Ellen Heath - Auditor</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>Payments are audited twice at dept. level and once by Auditor.</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. <u>A sample audit of expenditures is conducted by County Auditor each year. Expenditures over \$5,000 are reviewed.</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
1.	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. <u>Dolores Ortega-Carter - County Treasurer</u>	<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. <u>Dolores Ortega-Carter - County Treasurer</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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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 type="checkbox"/> Yes <input checked="" 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 type="checkbox"/> Yes <input checked="" 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

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Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

13.	<p>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?</p> <p>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?</p> <p>If yes, please explain allocation method(s) used</p> <p><i>Employee keeps a timesheet for hours worked on DFPS contract.</i></p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>
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II. C. TRAVEL

44.	<p>Are expenditures for travel substantiated by travel vouchers, travel logs and/or other supporting documentation?</p> <p>If yes, do travel vouchers/logs contain the following information:</p> <p>a. Name of employee?.....</p> <p>b. Travel destination (to and from).....</p> <p>c. Private car mileage? (to and from destination for each trip).....</p> <p>d. Date and time of departure and return?</p> <p>e. Purpose of trip?</p> <p>f. Signature of employee?.....</p> <p>g. Approval of supervisor?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</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> <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>
45.	<p>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.</p> <p>If no, please explain: _____</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>
46.	<p>Is out-of-state travel for DFPS projects approved by the DFPS contract manager?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>

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.	<p>Has equipment been directly purchased with DFPS funds?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
48.	<p>Please specify the level of capitalization used by your organization and provide definition of what your organization classifies as equipment.</p> <p>Dollar Amount: <u>\$5,000</u></p> <p>Definition of Equipment: <u>Travis County does not have a definition of equipment per se. A fixed asset/capital outlay is any equipment or furniture costing more than \$5,000 or more.</u></p>	
49.	<p>Were all of the equipment items purchased and billed to DFPS included in your DFPS budget?</p> <p>If no, please list the equipment below, and include total acquisition cost.</p> <p>_____</p> <p>_____</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p>

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? <i>Don't purchase capital equipment w/ fed. funds.</i>	<input type="checkbox"/> Yes <input checked="" 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>County has not purchased any equipment costing more than \$5,000 with DFPS funds. Attach a copy of your inventory records for equipment purchases made with DFPS funds and mark it ATTACHMENT #II-59.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input 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 checked="" type="checkbox"/> No <input 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 (If your agency as a whole does not utilize subcontractors, skip to Section II F and mark here <input checked="" type="checkbox"/> N/A.)		
56.	Do you subcontract DFPS contracted services?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
57.	Do you maintain written contracts with all your subcontractors? If no, please explain: _____ _____	<input 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. _____ _____	
59.	Does each subcontract agreement include: a. All parties to the contract? b. Scope of work? c. When services are to be performed?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

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	d. Rate of pay? e. Measurable method of payment? f. Termination clause? g. Performance measures?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input 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 style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Please attach a copy of your subcontract agreement and mark it ATTACHMENT #II-60.	<input 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 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 style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Please attach an explanation of your subcontractor procurement policies and procedures and mark it ATTACHMENT #II-62.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input 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 type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>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 <i>does not</i> 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.</p>		
64.	If administrative costs will be claimed, has the county submitted an administrative budget to DFPS for review and approval?	<input checked="" 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 <div style="font-size: 2em; text-align: center;">NA</div>

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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? Attach a description of the process or a copy of the written policy and mark as ATTACHMENT #II-66.	<input checked="" 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. <u>External auditors conduct annual audit.</u>	<input checked="" 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. <u>August 2006</u> Note: An annual review of the contract is specified in the contract.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
69.	How does the Child Welfare Board pay for the supplemental child-care expenses? Provide a description of the process and name and/or position of responsible person/staff and mark it as ATTACHMENT #II-69. <u>CPS caseworker fills out a Board request that follows same procedure as any other requisition. County pays childcare provider directly.</u>	
70.	What back-up documentation does the county maintain to support Title IV-E reimbursements? Provide a description of the documentation and mark it as ATTACHMENT #II-70.	
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. <u>Travis County Health and Human Services Dept.</u> <u>Travis County Auditor</u>	
72.	Who creates the County Title IV-E Claims Voucher (Quarterly Billing)? Provide the name and/or position of responsible person/staff. <u>Associate Accountant in Travis County Health and Human Services</u>	
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 checked="" 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. <u>Executive Director of Travis County Health and Human Services</u>	

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? <i>All valid purchase orders are logged on a spreadsheet and reviewed for proper payment against the general ledger prior to quarterly billing.</i>	
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 checked="" 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 UA
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 checked="" 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

9/7/07
Date

Sherri E. Fleming
Printed/Typed Name

9-7-07
Title



**Travis County Health and Human Services & Veterans Service
Office of Children Services**

Children's Partnership ♦ Children F.J.R.S.T. ♦ Healthy Families ♦ TRIAD ♦ YFAC ♦ CPC

Palm Square Building, 100 North IH 35, Suite 3000, P.O. Box 1748, Austin, TX 78767

Phone: (512) 854-9004 Fax: (512) 854-5879

DFPS
Contract Division
August 2007

Re: Internal Control Structure Questionnaire (ICSQ)

In response to question number 79 of the ICSQ: 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?

In Travis County, the final review and internal approval remains with the Auditor's Office for any contracts or business associated with the Title IV-E contract with DFPS. Additionally, the Commissioner Court reviews and approves all contracts with the signature being provided by the Judge.

Prior to any documents being submitted to the Auditor, and subsequently to the court, there are county staff who have signature authority regarding the processing of requests for individual children involved with the child welfare system. The director of the Office of Children Services and his/her designee are authorized to sign the individual requests so that they can be processed through the county system for payment.

The current individuals in those positions are:

Jim Lehrman - Director of the Office of Children Services within Travis County Health and Human Services & Veteran Services.

Laura Peveto - Prevention and Intervention Manager for the Office of Children Services within Travis County Health and Human Services & Veteran Services.

This memo is intended as compliance with question number 79 of the ICSQ.

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 Printed Name of Authorized Representative	BY: _____ Signature of Authorized Representative
Travis County Judge Title of Authorized Representative	_____ Date
Travis County Legal Name of Potential Contractor	23380186 Procurement or Contract Number

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Signature Authority Designation

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

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Signature Authority Designation

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

23380186
Contract or Procurement Number

GRANT SUMMARY SHEET

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

Department/Division:	Civil Courts (22/10)
Contact Person/Title:	Darlene Byrne, Judge, 126 th District Court/Peg Liedtke, Civil Courts Director
Phone Number:	854-9300/854-9364

Grant Title:	Family Drug Treatment Court			
Grant Period:	From:	9/1/2009	To:	8/31/2010
Grantor:	Office of the Governor's Criminal Justice Division			

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:		62,567				62,567
Operating:		43,658				43,658
Capital Equipment:		0				0
Indirect Costs:		2,125				2,125
Total:	0	108,350	0	0	0	108,350
FTEs:		1.00				1.00

Auditor's Office Review: X	Staff Initials: <u>DB</u>
Auditor's Office Comments: N/A	

Permission to Continue Information				
Funding Source (Account number)	Personnel Cost	Operating Transfer/ Contribution to Grant	Estimated Total	Filled FTE
001-2210-544-0701	5085	5085	10170	1

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Applicable Depart. Measures						
Number of new enrollments in the program.	15	7	14	19		18
Number of participants in the program.	34	25	31	36		23

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Number of participants who successfully complete the program.	1	0	1	1		8
Measures For Grant						
Number of people assessed for eligibility to participate in the program.	39	23	35	35		40
Outcome Impact Description						
Number of participants employed or enrolled in school at time of drug court graduation (part time or full time).	1	0	1	1		6
Outcome Impact Description						
Number of participants that earn a GED, high school diploma, or vocational training credentials while in the program.	1	1	0	1		3
Outcome Impact Description						

PBO Recommendation:

The Civil Courts is requesting permission to continue funding one grant-funded employee for the month of October 2009. The office has applied for continued funding through FY 10; however, the Governor’s Office, Criminal Justice Division (CJD) official announcement of award has been delayed as in prior years.

The office has indicated that the grant is anticipated to be renewed for FY 10. PBO has worked with the office to update the budget submission for the grant to the expected funding amount provided by CJD. The Civil Courts Family Drug Treatment Court Grant was first awarded in 2008.

A budget adjustment will need to be made from the department’s personnel budget to the grant budget to fund this. The amount of the transfer includes both the budget and the cash. PBO will treat the budget adjustments as automatics if this permission to continue is approved by Commissioners Court.

In addition, the department is requesting to use \$5,774 of General Fund resources from its FY 10 adopted budget for necessary operating expenses during this time. All appropriate expenses will be reclassified against the grant funds upon the execution of the grant contract.

PBO recommends approval of these requests.

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?

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The purpose of the Family Drug Treatment Court is "to protect the safety and welfare of children through a court-based system that gives parents the tools they need to become sober, responsible caregivers." The Family Drug Treatment Court is vital to the families in our community. There is a great need for child abuse and neglect prevention programs that target substance abusing parents. Through intensive services, monitoring, and case work, the Family Drug Treatment Court ensures that all children remaining with custodians in drug court will experience safe and nurturing permanent homes.

The Civil Courts are requesting permission to continue a grant with the Office of the Governor's Criminal Justice Division Drug Court Program Grant for our Family Drug Treatment Court. The Drug Court currently has a Drug Court Coordinator that would continue with the approval of this grant.

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

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

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

This is no match requirements associated with this grant.

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

Indirect costs are allowed under this funding source.

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

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

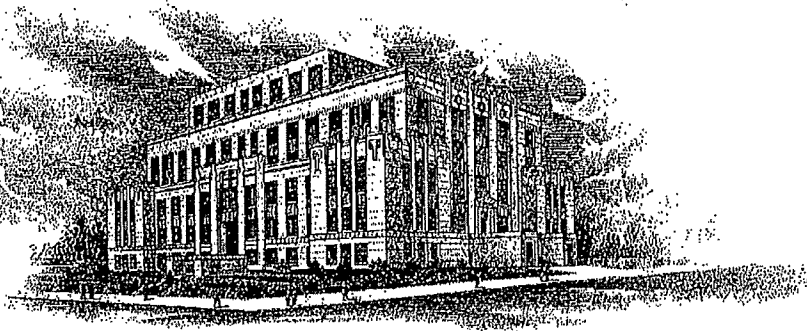
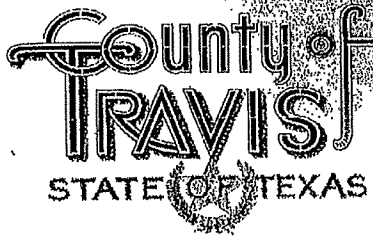
6. If this is a new program, please provide information why the County should expand into this area.

Not applicable.

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

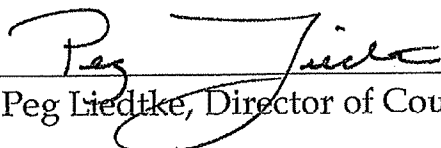
The Family Drug Treatment Court is vital to families in our community. There is a great need for prevention programs that target substance abusing parents for child abuse and neglect cases. In response, the Travis County Civil Courts have developed and implemented a Drug Court. The purpose of the drug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

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



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

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

FROM: 
Peg Liedtke, Director of Court Management, Civil Courts

DATE: September 23, 2009

RE: 2nd Permission to Continue - Family Drug Treatment Court

Please consider this *2nd Permission to Continue* request for payroll expenses in the amount of \$10,170 for the Civil Court's Family Drug Treatment Court to continue on the payroll from October 1, 2009 through October 31, 2009. Additionally, we are requesting \$5,774 for necessary operating expenses (\$5,174 for drug testing and \$600 for parenting coaching classes) which are critical to avoid a gap in services for our drug court participants during the month of October.

We anticipate receiving notification on our grant application request for Fiscal Year 2010 with the Criminal Justice Division (CJD) of the Governor's Office within the next several weeks.

To fund this request, we plan to use internal Civil Courts funds and fully expect to be reimbursed by the grant when it is awarded to us. If by chance the grant is canceled, the Civil Courts request to be reimbursed by the allocated reserves set aside in FY 2010 for the Family Drug Treatment Court.

*Ms. Diana Ramirez
Page Two
September 23, 2009*

Please note that the grantor has requested we reduce our grant request amount in FY 2010 from \$161,568 to \$108,350. To accommodate their recommendation, we eliminated the new Case Worker position that we initially requested.

This grant has a history of delays in providing notification of funding and has previously required the County to continue the payroll for this program with County funds until the funding is awarded. We have no reason to believe this grant will not be awarded; however, we wanted to disclose this risk. It is our understanding that revenue will be certified by the County Auditor when all of the normal requirements for the grant contract have been met.

Please contact me or Amanda Michael if further information is required from the Civil Courts. Thank you very much for your consideration.

	Annual Salary	Benefits						Total Benefits	Total Salary w/ Benefits
		FICA OASDI	Hospitalization	Life Insurance	Retirement	WCI	FICA Medicare		
Drug Court Coord.	\$ 44,990.89	\$ 2,789.44	\$ 7,548.00	\$ 87.00	\$ 4,818.52	\$ 87.73	\$ 652.37	\$ 15,983.06	\$ 60,973.95
I Month (October)	\$ 3,749.24	\$ 232.45	\$ 629.00	\$ 7.25	\$ 401.54	\$ 7.31	\$ 54.36	\$ 1,331.92	\$ 5,081.16
Rounded for BA	\$ 3,750.00	\$ 233.00	\$ 629.00	\$ 8.00	\$ 402.00	\$ 8.00	\$ 55.00	\$ 1,335.00	\$ 5,085.00
								Total Needed	\$ 10,170.00

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WS # _____

VS # _____

AGENDA REQUEST

I. Please consider the following item for:

Work Session 10/06/09 Executive Session _____ Voting Session 10/06/09

A. Request made by: COUNTY AUDITOR Phone No. 854-9125

B. Requested Text: APPROVE ORDER TO DIRECT DEPOSITING SALARY FUND MONIES INTO THE GENERAL FUND OF TRAVIS COUNTY

C. Approved by:

Signature of Commissioner or Judge

II. A. Is backup material attached: YES X NO

*Any backup material to be presented to the court must be submitted with this Agenda Request (Original & Eight copies).

B. Have the agencies affected by this request been invited to attend the Work Session?

YES X NO _____ Please list those contacted and their phone numbers:

<u>Rodney Rhoades, Executive Manager PBO</u>	<u>854-9106</u>
<u>Susan Spataro, County Auditor</u>	<u>854-9125</u>
<u>Barbara Wilson, Assistant County Attorney</u>	<u>854-9567</u>

III. PERSONNEL

_____ A Change in your department's personnel. (reclass, etc.)

IV. BUDGET REQUEST:

If your request involves any of the following please check:

_____ Additional funding for your department

_____ Transfer of funds within your department budget

_____ A change in your department's personnel

The County Personnel (854-9165) and/or Budget and Research Office (854-9171) must be notified prior to submission of this agenda request.

AGENDA REQUEST DEADLINES

All Agenda Requests and supporting materials must be submitted to the County Judge's Office in writing by 5:00 p.m. on Tuesdays for the next week's meeting.

RECEIVED
COUNTY JUDGE'S OFFICE
09 SEP 21 PM 2:40

DAVID A. ESCAMILLA
COUNTY ATTORNEY

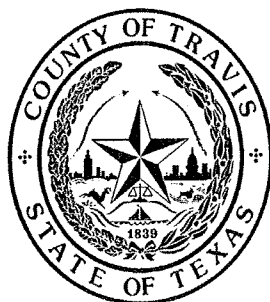
STEPHEN H. CAPELLE
FIRST ASSISTANT

JAMES W. COLLINS
EXECUTIVE ASSISTANT

314 W. 11TH STREET
GRANGER BLDG., SUITE 420
AUSTIN, TEXAS 78701

P. O. BOX 1748
AUSTIN, TEXAS 78767

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



TRANSACTIONS DIVISION

JOHN C. HILLE, JR., DIRECTOR †

BARBARA J. WILSON

MARY ETTA GERHARDT

TAMARA ARMSTRONG

JAMES M. CONNOLLY

TENLEY A. ALDREDGE

JULIE JOE

DANIEL BRADFORD

*CHRISTOPHER GILMORE

SARAH F. CHURCHILL †

† Member of the College
of the State Bar of Texas
*Board Certified
Commercial Real Estate Law
Texas Board of Legal Specialization

September 19, 2009

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

Re: Use of General Fund instead of Salary Fund

Dear Judge and Commissioners:

The Local Government Code establishes a general rule that salary funds must be set up for each elected officials and that the payroll and expenses of their offices be paid from this fund. If the commissioners court adopts an order directing that all money that would otherwise be deposited in these salary funds be deposited in the general fund, then it is not necessary to establish these funds. This order must be approved at the first regular meeting in the first month of the fiscal year. A similar order has been approved annually for the past several years. Accounting for these funds in the general fund is simpler than accounting for them in separate funds.

Sincerely,

Barbara Wilson
Assistant County Attorney

RECEIVED
2009 SEP 17 AM 8:34
TRAVIS COUNTY
AUDITORS OFFICE

AN ORDER TO
DIRECT DEPOSITING SALARY FUND MONIES
INTO THE GENERAL FUND OF TRAVIS COUNTY

RECITALS

The creation of a salary fund for each district, county and precinct officer is required by Local Government Code section 154.042.

The Commissioners Court is authorized to direct that all money that would otherwise be deposited in a salary fund is deposited in the general fund of the county by Local Government Code section 154.007.

ORDER

The Commissioners Court of Travis County, Texas hereby orders that all fees, commissions, and other compensation collected by all district, county and precinct officers in Travis County and all other money that would be deposited in these officers' salary funds be deposited in the general fund of Travis County during the fiscal year commencing October 1, 2009 and ending September 30, 2010.

Date of Order: _____

TRAVIS COUNTY COMMISSIONERS COURT

Samuel T. Biscoe, County Judge

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Karen Huber
Commissioner, Precinct 3

Margaret Gómez
Commissioner, Precinct 4

Travis County Commissioners Court Agenda Request

Meeting Date: October 6, 2009

I. A. Requestor: Judge Biscoe Phone # 854-9555

B. Specific Agenda Language:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE APPOINTMENT OF JEFF JURY, ATTORNEY, TO THE DISPUTE RESOLUTION CENTER BOARD.

RECEIVED
COUNTY JUDGE'S OFFICE
09 SEP 29 AM 9:31

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.

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.

Jeff Jury

Attorney – Mediator – Arbitrator

Distinguished Mediator
Texas Mediator Credentialing
Association

Distinguished Fellow
International Academy of
Mediators

Burns Anderson Jury & Brenner, L.L.P.

P.O. Box : • Austin, Texas 78755-6300
(512) • (512) facsimile • j

Statement of Practice

I practice as a mediator and arbitrator in civil disputes, with a client practice representing businesses, professionals and entrepreneurs in business formation and operations, document creation, regulatory compliance, negotiations and litigation. My clients include construction and real estate-related businesses, as well as many different types of sales and service businesses.

In addition to my dispute resolution achievements, I am also an Associate Member of the American Board of Trial Advocates, and was honored with the Professionalism Award from the Austin Bar Association this year.

Education

Rockford College, <i>Rockford, Illinois</i>	<i>1979 - 1982</i>
Bachelor of Arts, Political Science (Minor Concentration, Economics)	
 Baylor University School of Law, <i>Waco, Texas</i>	 <i>1984 - 1986</i>
Doctorate of Jurisprudence, 1986	

Academic Appointment

Baylor Law School, *Waco, Texas*

Adjunct Instructor, 2009
Course Taught: Advanced Topics in ADR (Law 246)

Texas State University, *San Marcos, Texas*

Lecturer, Graduate Program in Legal Studies, Department of Political Science,
2006, 2009
Course Taught: Alternative Dispute Resolution (Posi 5376)

Jeff Jury

Attorney – Mediator – Arbitrator

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Neutral Panel and Roster Memberships

American Health Lawyers Association

Better Business Bureau

Financial Industry Regulatory Authority

National Futures Association

Professional Leadership

- Recipient of the Professionalism Award, Austin Bar Association, 2009
- Board of Governors, International Academy of Mediators, 2009
- Governing Council Member, State Bar of Texas ADR Section, 2008- present
- Working Group Member, American Bar Association Forum on the construction Industry, Division 5 – Contract Negotiation, Performance and administration, 2005 – 2008
- Official Case Digest Commentator (Alternative Dispute Resolution), TexasBarCLE.com Case Digest, 2004 – Present
- President (2003-2004), Vice-President (2002-2003), Board Member (2001 – 2008), Dispute Resolution Center, Austin, Texas
- Charter Member, Texas Young Lawyer’s Association Environmental Committee 1990 - 1991

Selected Publications, Speaking Engagements and State Bar Appointments

Arbitration

- Speaker, “Arbitration: Another Point on the ADR Spectrum,” Austin Association of Mediators, 2008
- Panelist, “Things That Work in Trial That Don’t Work in Arbitration,” Joint Meeting of the Austin Bar Association Litigation and ADR Sections, 2007

Business And Employment Law -- Dispute Resolution

- Panelist, “The Big Debate – Hybrid Forms of Dispute Resolution,” Advanced Commercial Mediation Institute, Association for Conflict Resolution 8th Annual Conference, Austin, 2008

Jeff Jury

Attorney – Mediator – Arbitrator

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- Author, “United States Supreme Court Expands Standard for Title VII Anti-Retaliation Claims: Burlington Northern v. White,” *Texas Workers’ Comp Reporter*, August 2006
- Author, “Dispute Resolution – A Valuable Component of a Sound Business Strategy,” *Texas Workers’ Comp Reporter*, July 2006
- Presented, “Mediating Business Disputes in the United States,” Trans-Atlantic Mediation Practicum, Austin, 2004, 2006, 2008
- Author, “Ask the Experts: What are Some Tips for Mediating Business Disputes?” *Austin Business Journal*, November 7-13, 2003
- Panelist, “Advanced Mediation of Commercial Disputes,” American Bar Association Dispute Resolution Section Annual Conference, San Antonio, 2003
- Member, State Bar of Texas Pattern Jury Charge IV - Business, Consumer and Employment Committee, 1998 – 2003

Construction Law And Dispute Resolution

- Contributor, *Construction Checklists: A Guide to Frequently Encountered Construction Issues*, American Bar Association, 2008
- Author, “Everything Flows Downhill – Or Does It? Flow-Down Clauses In Construction Contracts,” *Construction Briefings* (June 2007)
- Author, *Texas Construction Law*, HLK Global Communications (publication pending)
- Author and Presenter, “Construction Site Safety Issues,” Half Moon L.L.C., *Texas Construction Law for Engineers and Contractors*, Corpus Christi and Lubbock, 2007
- Presenter, “Complying With Texas Rules and Regulations on the Practice Of Architecture” Half Moon L.L.C., *Health, Safety and Welfare Issues for Architects*, San Antonio, 2007
- Author and Presenter, “Construction Contract Clauses in Motion – Phased and Flow-Down ADR Clauses,” Austin Bar Association Construction Law Section, 2007
- Presenter, “Construction Contract Issues,” Half Moon L.L.C., *Legal Issues for Texas Professional Engineers*, San Antonio, 2006

Jeff Jury

Attorney – Mediator – Arbitrator

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Ethics

- Columnist, *Ethics Talk, The Texas Mediator*, 2007 – 2009
- Author and Presenter, “Ethical Issues in Construction Law,” Half Moon L.L.C., *Texas Construction Law for Engineers and Contractors*, Corpus Christi, Lubbock and El Paso, 2007
- Presenter, “Complying with Texas Rules and Regulations on the Practice of Professional Engineering” and “Ethics for Professional Engineers,” Half Moon. L.L.C., *Legal Issues for Texas Professional Engineers*, San Antonio, 2005, 2006
- Panelist, “Relationships and Responsibility: Ethics in Mediation,” Texas Association of Mediators Annual Conference, Dallas, 2005
- Author and Presenter, “Protecting the Confidentiality of Client Communications Made Through Electronic Pathways,” Texas Association of Defense Counsel Fall Seminar, Galveston, Texas, 1999

Financial Crisis Issues

- Author and Presenter, “The U. S. Financial Crisis: A Clathrate Gun?” Baylor General Practice Institute, Waco, 2009
- Presenter, “Mediating Financial Crisis Matters,” Texas Association of Mediators Annual Conference, Dallas, 2009
- Presenter, “Mediating Commercial Cases in Times of Financial Crisis,” Trans-Atlantic Mediation Practicum, Austin, 2009
- Presenter, “A Caldron of Boiling Money Issues, Autumn 2008: Financial Crisis Matters, The Trust Funds Statute, Net Worth Discovery, and Some Things You Haven't Thought About Yet,” Austin Bar Association Construction Law Section, 2008

Intellectual Property Dispute Resolution

- Program Chair and Panel Moderator, “Advanced Strategy and Tactics for Intellectual Property Disputes,” American Bar Association Dispute Resolution Section Annual Conference, Atlanta, 2006
- Panel Moderator, “Confronting Realities and Ethical Traps in IP ADR,” American Bar Association Dispute Resolution Section, *Hot Topics in Entertainment and IP ADR*, Las Vegas, 2005

Jeff Jury

Attorney – Mediator – Arbitrator

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Resolutions (Summer 2006)

- Author and Presenter, “Principled Negotiation of Personal Injury Claims,” State Bar of Texas Approved Continuing Legal Education Class, Texas Department of Insurance Approved Continuing Education Course, presented in multiple locations, 2004 – present
- Author and Presenter, “Strategy and Tactics for ADR in Personal Injury Cases,” State Bar of Texas Advanced Personal Injury Seminar, San Antonio and Houston, 2002
- Author and Panel Moderator, “The Effective Use of ADR in Personal Injury Cases: A Mediator’s Viewpoint,” State Bar of Texas Advanced Personal Injury Course, Dallas and Houston, 2001
- Keynote Speaker, “Venue Liability - Sports Franchisees, Can You Rest At Ease? Maybe Not, in Times Such as These,” Gulf Insurance Professional Sports Seminar, Dallas, 2001

Trial Advocacy

- Presenter, “Closing Argument,” Office of Attorney General Basic Civil Trial Course, Austin, 2006, 2005, 2004, 1999
- Author and Presenter, “Making and Meeting Objections,” Travis County Masters in Litigation Trial Tactics Seminar, 1999, 1998 and 1997
- Co-Chair, Texas Association of Defense Counsel Trial Academy, 1993

Appellate Decisions as Lead Counsel for a Party

- *Witkowski, et. al. v. Brian, Fooshee & Young Properties, et. al.*, 181 S. W. 3d 824 (Tex. App. – Austin 2005, no pet. his.). Defense of summary judgment obtained in putative class action case alleging violations of “set-aside” requirements under Federal statutes governing the Affordable Housing Disposition Program.
- *Rocha v. Faltys*, 69 S. W. 3d 315 (Tex. App. – Austin 2002, no pet. his.). Defense of “no duty” summary judgment obtained in drowning case.
- *Perry, et. al. v. S.N., et. al.*, 973 S.W. 2d 301 (Tex. 1998). Defense of summary judgment in case of first impression before Texas Supreme Court on question of whether provision of Texas Family Code requiring certain professionals to report suspected incidents of child abuse can be basis for negligence per se cause of action.
- *Brandon v. American Sterilizer Co.*, 880 S.W. 2d 488 (Tex. App. -- Austin

Jeff Jury

Attorney – Mediator – Arbitrator

Page 7 of 6

1994, no writ). Defense of favorable judgment and directed verdict in product liability case presenting issues regarding consumer standing under the Texas Deceptive Trade Practices Act.

Travis County Commissioners Court Agenda Request

Meeting Date: October 6, 2009

I. A. Requestor: Judge Biscoe Phone # 854-9555

B. Specific Agenda Language:

RATIFY COUNTY JUDGE'S EXECUTION OF AFFIDAVIT REGARDING THE COUNTY'S COMPLIANCE WITH APPLICABLE STATE AND FEDERAL REQUIREMENTS AS A SUB-RECIPIENT OF AMERICAN RECOVERY AND REINVESTMENT ACT FUNDING FROM THE TEXAS DEPARTMENT OF TRANSPORTATION FOR STREET OVERLAY PROJECTS.

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.

		RECEIVED COUNTY JUDGE'S OFFICE 09 OCT - 1 PM 4:26

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

STEPHEN H. CAPELLE
FIRST ASSISTANT

JAMES W. COLLINS
EXECUTIVE ASSISTANT

314 W. 11TH, STREET
GRANGER BLDG., SUITE 420
AUSTIN, TEXAS 78701

P. O. BOX 1748
AUSTIN, TEXAS 78767

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



TRANSACTIONS DIVISION

JOHN C. HILLE, JR., DIRECTOR †

BARBARA J. WILSON

MARY ETTA GERHARDT

TAMARA ARMSTRONG

JAMES M. CONNOLLY

TENLEY A. ALDREDGE

JULIE JOE

DANIEL BRADFORD

*CHRISTOPHER GILMORE

SARAH F. CHURCHILL †

† Member of the College
of the State Bar of Texas
*Board Certified
Commercial Real Estate Law
Texas Board of Legal Specialization

September 30, 2009

Privileged Attorney-Client Communication

Via Hand Delivery

Ms. Melissa Velasquez
Travis County Judge's Office
P.O. Box 1748
Austin, Texas 78767

I have reviewed the September 14, 2009 letter from Patricia Crews-Weight of the Texas Department of Transportation ("TXDOT") to Joe Gieselman as well as the two attachments to the letter (an affidavit and Executive Order RP 72). It is my understanding that Ms. Crews-Weight's letter relates to a street overlay project in the County. As stated in the letter from Ms. Crews-Weight, each sub-recipient of ARRA funding must certify that it will comply with all applicable state and federal requirements regarding the use of ARRA funding. Ms. Crews-Weight indicated in her letter that the affidavit had to be completed and returned to her office by September 24, 2009. Ms. Crews-Weight informed me today that the County would not receive any ARRA funds from TXDOT until TXDOT received an executed affidavit from the County.

It is my understanding that Judge Biscoe has signed the affidavit. In August 2009, the Court adopted a resolution that, among other things, authorized Judge Biscoe to execute a TXDOT Advance Funding Agreement relating to the street overlay project. However, the Court's resolution did not include authorization for Judge Biscoe to execute other documents in relation to the street overlay project. Accordingly, if the Court wishes to have TXDOT release ARRA funds for the 2009 Street Overlay Project referenced in its August 2009 resolution, it should ratify Judge Biscoe's signature.

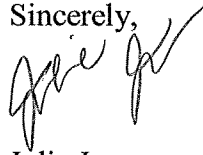
Here is some suggested language for the Court's agenda:

Ratify County Judge's execution of affidavit regarding the County's compliance with applicable state and federal requirements as a sub-

recipient of American Recovery and Reinvestment Act funding from the Texas Department of Transportation for street overlay projects.

Please do not hesitate to contact me at 854-4835 if you have any questions or if I can be of additional assistance.

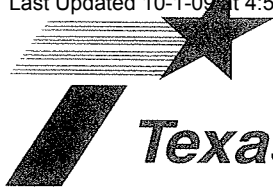
Sincerely,

A handwritten signature in black ink, appearing to read "Julie Joe", with a stylized flourish extending from the end of the signature.

Julie Joe

Assistant County Attorney

Cc: Mr. John Hille, Assistant County Attorney
Mr. Christopher Gilmore, Assistant County Attorney



Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

September 14, 2009

RECEIVED

CODE: 9125

SEP 18 2009

TNR

09 SEP 21 PM 4:50

RECEIVED
COUNTY CLERK'S OFFICE

Joseph P. Gieselman
Executive Manager
Transportation and Natural Resources
Travis County
P.O. Box 1748
Austin, Texas 78767-1748

Dear Mr. Gieselman:

Governor Perry issued Executive Order RP 72, August 25, 2009 regarding the distribution of American Recover and Reinvestment Act – 2009 (ARRA) funds. The order requires that all sub-recipients of ARRA funding provide a certification that they will abide by all applicable state and federal requirements regarding the use of ARRA funding. (A copy of the Executive Order is attached.) Those local government entities that would be a second tier subrecipient to the MPO must also execute a certification.

Attached is an Affidavit to be completed and returned to this office by September 24, 2009. The Affidavit must be notarized.

If you have any questions, please call me at 832-7040.

Sincerely,

Patricia L Crews-Weight, PE
Director of Design - AUS

Attachments

cc: Ed Collins, District Advanced Transportation Planning Director

I, Samuel T. Biscoe, an authorized representative of Travis County, a governmental entity that was suballocated American Recovery and Reinvestment Act of 2009 (ARRA or the Act) funding, hereby swear and affirm that, to the best of my knowledge, internal controls, processes and procedures have been designed and implemented to help ensure that the recipient and its use of these funds complies with the following: applicable state law; federal law, including federal reporting requirements under Section 1512 of the Act, if applicable; rules; regulations; and other relevant guidance.

I further swear and affirm that all of the statements made and information provided herein, including statements made and information provided in any attachments are true, complete, and correct, to the best of my knowledge.

I understand that I am receiving ARRA funding through the Texas Department of Transportation, a state agency.

I understand that non-compliance with reporting requirements could be treated as a violation of any applicable award agreements resulting in the withholding of funds, debarment, or award termination or suspension, as appropriate.

I understand that it is a federal crime under 18 U.S.C. Section 1001 to, in any matter within the jurisdiction of the executive branch of the U.S. Government, knowingly and willfully make any materially false, fictitious, or fraudulent statement or representation, or to make or use any false writing or document knowing that it contains the same.

I understand that presenting a false or fraudulent claim, in whole or in part, or causing same, may subject me to civil penalties as provided for in 31 U.S.C. Section 3729.

I understand that it is a felony offense under Section 37.10, Texas Penal Code, to knowingly make a false entry in, or false alteration of, a governmental record, or to make, present, or use a governmental record with knowledge of its falsity, when the actor has the intent to harm or defraud another.

I understand that the offense of perjury, under Section 37.02, Texas Penal Code, is committed when a person, with intent to deceive and with knowledge of the statement's meaning, makes a false statement under oath or swears to the truth of a false statement previously made and the statement is required or authorized by law to be made under oath.

I understand my obligation to track all ARRA funds. I also understand my obligation to immediately report any known or suspected waste, fraud, and abuse of funds received under the Act to the United States Government Accountability Office at (800) 424-5454 and the Texas State Auditor's Office at (800) 892-8348.

I further understand that I will require all sub-recipients with whom I contract using funds made available under the Act to sign a similar affidavit swearing to all of the above.

I hereby swear and affirm that I have read the entire affidavit, and I understand its contents.

Travis County
Recipient Name

Samuel T. Biscoe
Affiant Signature

Samuel T. Biscoe
Full Name

Travis County Judge
Title

9-24-09
Date

Sworn and subscribed before me by the said

Samuel T. Biscoe
(Printed Name of Recipient's Authorized Representative)

this 24 day of September, 2009.

Melissa Velasquez
Notary Public, State of Texas
Notary's printed name: Melissa Velasquez
My commission expires: 3-9-10

(Seal)





STATE OF TEXAS
OFFICE OF THE GOVERNOR

RICK PERRY
GOVERNOR

August 25, 2009

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
5:30 PM CLOCK

Coby Shorter, III
Secretary of State

The Honorable Coby Shorter, III
Deputy Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

Mr. Deputy Secretary:

Pursuant to his powers as Chief Executive Officer of the State of Texas, Governor Rick Perry has issued the following order:

An order relating to the American Recovery and Reinvestment Act of 2009 and federal funding for Texas.

A copy of this order is attached to this letter of transmittal.

Respectfully submitted,

Gregory S. Davidson
Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
August 25, 2009

EXECUTIVE ORDER
RP 72

*Relating to the American Recovery and Reinvestment Act of 2009
and federal funding for Texas.*

WHEREAS, Texas strongly believes in accountable and transparent government; and

WHEREAS, Congressional enactment of the American Recovery and Reinvestment Act of 2009 (ARRA) will provide federal funding for Texas; and

WHEREAS, many Texas state agencies and institutions of higher education shall act as stewards and administrators of a large share of these funds; and

WHEREAS, guidelines with regard to expenditure of ARRA funds necessitate implementation of additional controls by state agencies and institutions of higher education; and

WHEREAS, the federal government has mandated requirements on how job creation and retention is to be counted under the ARRA; and

WHEREAS, the 81st Texas Legislature has placed certain requirements on state agencies relating to the expenditure and reporting of ARRA funds;

NOW, THEREFORE, I, RICK PERRY, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas as the Chief Executive Officer, do hereby direct the following:

Goals. All state agencies and institutions of higher education that engage in the management and administration of ARRA funds are directed to:

- maintain transparency and accountability in all cases throughout the processes involving receipt, deployment, management, administration and reporting of ARRA funds; and
- develop strategies that maximize the use of ARRA funds without creating ongoing expenses to the state or localities after stimulus funds expire; and
- adhere to all state and federal statutes, rules and policies relating to ARRA and maintain current and proficient knowledge of them, including any training necessary to certify compliance with state and federal law.

Requirements. All state agencies and institutions of higher education that engage in the management and administration of ARRA funds are directed to:

- require that grant recipients and sub-recipients certify that ARRA funds will be used in accordance with state and federal laws as a condition of receiving funds; and
- require that grant recipients and sub-recipients track all ARRA funds and their projected statuses separately from all other funds, and comply with Section 1512 of the ARRA and other state and federal reporting requirements; and

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
5:30pm O'CLOCK

AUG 25 2009

- submit plans for expenditure of ARRA funds to the Office of the Governor and the Legislative Budget Board, as directed in Article XII of the General Appropriations Act, Senate Bill No. 1, Acts of the 81st Legislature, Regular Session, 2009; and
- report all ARRA-related grant applications of state agencies and institutions of higher education to the Comptroller of Public Accounts, using a database created by that office.

Job Creation Numbers. In accordance with federal mandates, each state agency or institution of higher education involved in the management and administration of ARRA funds shall report job creation and retention numbers attributed solely to ARRA funds in a manner that neither inflates nor underreports those numbers.

Coordination and reporting. All state agencies and institutions of higher education that engage in the management and administration of ARRA funds are directed to:

- designate responsible and qualified individuals as points of contact with the governor or his designee to maintain a flow of current information relating to the receipt, deployment, management and use of funds received by the state and any of its political subdivisions or contractors under ARRA; and
- confer regularly with the Office of the Governor and other appropriate state and federal entities regarding the use, management and administration of ARRA funds with the intent of establishing sound strategies, coordinated approaches and cooperative communication; and
- post all ARRA-funded job openings in state agencies and institutions of higher education on WorkinTexas.com and distinguish ARRA-funded positions from positions funded through other sources of revenue; and
- encourage all sub-recipients of ARRA funds to post all ARRA-funded job openings on WorkinTexas.com and distinguish ARRA-funded positions from positions funded through other sources of revenue; and
- report all job creation and retention resulting from expenditure of ARRA funds as specified by Section 1512 of the ARRA and subsequent guidance from the federal Office of Management and Budget and or other federal oversight agencies.

This executive order supersedes all previous orders on this matter that are in conflict or inconsistent with its terms, including Executive Order RP-70, and this order shall remain in effect and in full force until modified, amended, rescinded or superseded by me or a succeeding governor.



Given under my hand this the
25th day of August, 2009.

Rick Perry
RICK PERRY
Governor

Attested by:

Coby Shorter, III
Coby Shorter, III
Deputy Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
5:30 PM O'CLOCK

AUG 25 2009

21

Travis County Commissioners Court Agenda Request # _____

Voting Session: 10/6/09

Executive Session: 10/6/09

1. A. Request made by: County Attorney (K. Morse) Phone # 854-9513
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: Receive legal briefing from County Attorney and outside counsel, Renea Hicks, Esq. and take appropriate action regarding the matter of Northwest Austin M.U.D. v. Holder in the Supreme Court of the United States. (Executive Session, also, Tex. Gov't Code 551.071, Consultation with Attorney)

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 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:

Cyd Grimes, Travis County Purchasing Agent	854-9700
Kevin Morse, Director, Environmental Div., TCAO	854-9513
John C. Hille, Jr., Director, Transactions Div., TCAO	854-9513

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 (reclassification, etc.)
- Purchasing Office (854-9700)
- Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (854-9415)
- Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
09 SEP 29 AM 9:20

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

Voting Session Tuesday, October 6, 2009 Work Session _____
(Date) (Date)

I. A. Request made by: Gillian Porter Phone: 854-4722
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Commissioners Court Minutes for the
Voting Session of September 22, 2009**

C. Approved By: 
Dana DeBeauvoir, Travis County Clerk

- 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. Is back-up material attached? YES

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next meeting.

MINUTES OF MEETING SEPTEMBER 22, 2009

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 22nd day of September 2009, the Commissioners' Court convened the Voting Session at 9:18 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court recessed the Voting Session at 12:03 PM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation, convened at 1:39 PM and adjourned at 1:48 PM.

The Commissioners Court, meeting as the Travis County Health Facilities Development Corporation, convened at 1:48 PM and adjourned at 1:51 PM.

The Commissioners Court, meeting as the Capital Industrial Development Corporation; and the Travis County Cultural Education Facilities Finance Corporation, convened at 1:51 PM and adjourned at 1:53 PM.

The Commissioners Court, meeting as the Travis County Development Authority; and the Capital Health Facilities Development Corporation, convened at 1:54 PM and adjourned at 1:54 PM.

The Commissioners Court reconvened the Voting Session at 1:54 PM.

The Commissioners Court retired to Executive Session at 2:50 PM.

The Commissioners Court reconvened the Voting Session at 4:20 PM.

The Commissioners Court adjourned the Voting Session at 4:23 PM.

CONSENT ITEMS

Members of the Court heard from: Gus Peña, Travis County Resident.

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to approve the following Consent Items: C1-C5 and Items 7, 9.A&B, 10, 11, 13, 14, 15, 16.A&B, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 30.A-I, 31, 32, 37, 39, and 41.
(9:40 AM)

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.
- C2. REAPPOINT FAITH Y. WEAVER TO SERVE ON THE TRAVIS COUNTY HISTORICAL COMMISSION AS A PRECINCT ONE APPOINTEE, TERM EFFECTIVE UNTIL JANUARY, 2011. (COMMISSIONER DAVIS)
- C3. REAPPOINT SANTO J. (BUDDY) RUIZ TO SERVE ON THE BOARD OF THE AUSTIN-TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION CENTER, EFFECTIVE IMMEDIATELY UNTIL SEPTEMBER, 30, 2011. (COMMISSIONER GÓMEZ)
- C4. APPROVE MINUTES FOR COMMISSIONERS COURT VOTING SESSION OF SEPTEMBER 8, 2009.
- C5. APPROVE MINUTES FOR COMMISSIONERS COURT BUDGET MARKUP VOTING SESSION OF SEPTEMBER 9, 2009

9. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING CONTRACTS WITH WORKERS ASSISTANCE PROGRAM FOR CASE MANAGEMENT AND ANCILLARY SERVICES AS FOLLOWS: (9:40 AM)

A. MODIFICATION NO. 17 TO CONTRACT NO. PS960294JW TO REDUCE THE NOT-TO-EXCEED AMOUNT AND TERMINATE CONTRACT EFFECTIVE SEPTEMBER 30, 2009; AND

B. CONTRACT NO. PS100002VR, TO PROVIDE SERVICES FOR THE SUBSTANCE ABUSE OFFENDERS PROGRAM.

Clerk's Note: Items 9.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

10. APPROVE ORDER EXEMPTING THE PURCHASE OF TRANSLATION AND INTERPRETER SERVICES FROM CERTAIN PROVIDERS FROM THE COMPETITIVE PROCUREMENT PROCESS PURSUANT TO SECTION 262.024(A)(4) OF THE COUNTY PURCHASING ACT. (9:40 AM)

Clerk's Note: Item 10 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

11. APPROVE MODIFICATION NO. 1 TO CONTRACT NO. 07K00307RV, JOB ORDER NO. 55, FOR ASSIGNMENT OF PAYMENTS FROM ARCHITECTURAL HABITAT TO SURETEC INFORMATION SYSTEMS, INC. (9:40 AM)

Clerk's Note: Item 11 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

12. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING INTERLOCAL AGREEMENT NO. IL080121ML, CITY OF AUSTIN, FOR FORENSIC LAB SERVICES AS FOLLOWS: (9:18 AM)

A. RATIFICATION OF MODIFICATION NO. 1; AND

B. MODIFICATION NO. 2.

Items 12.A&B postponed.

13. APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 5) TO INTERLOCAL AGREEMENT NO. IL060040RE, AUSTIN COMMUNITY COLLEGE, FOR EARLY CHILDHOOD MENTORING (TEACHER TRAC). (9:40 AM)

Clerk's Note: Item 13 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

14. APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 7) TO INTERLOCAL AGREEMENT NO. IL030034RE, TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 4, FOR FIREFIGHTER TRAINING ACADEMY. (9:40 AM)

Clerk's Note: Item 14 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

15. APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 3) TO INTERLOCAL AGREEMENT NO. IL080012RE, TEXAS DEPARTMENT OF ASSISTIVE AND REHABILITATIVE SERVICES FOR DEAF INTERPRETER SERVICES. (9:40 AM)

Clerk's Note: Item 15 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

16. A. APPROVE TWELVE-MONTH EXTENSIONS (MODIFICATION NO. 9) TO CONTRACT NO. 02T00005OJ, UNITED HEALTHCARE INSURANCE COMPANY, FOR THE: (9:40 AM)

1. COBRA ADMINISTRATIVE SERVICES AGREEMENT;
2. CUSTOMER REPORTING SYSTEM INTERNET ACCESS AGREEMENT;
3. STOP LOSS AGREEMENT; AND

- B. APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 10) TO CONTRACT NO. 02T00005OJ, UNITED HEALTHCARE INSURANCE COMPANY, FOR THE ADMINISTRATIVE SERVICES AGREEMENT FOR TRAVIS COUNTY EMPLOYEES, RETIREES, AND THEIR DEPENDENTS.

Clerk's Note: Items 16.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

Clerk's Note: The County Judge noted that these are contract renewals.

17. APPROVE MODIFICATION NO. 6 TO CONTRACT NO. 04T003010J, UNUM LIFE INSURANCE COMPANY, FOR OPTIONAL LIFE, ACCIDENTAL DEATH & DISMEMBERMENT, SHORT TERM DISABILITY, AND LONG TERM DISABILITY FOR TRAVIS COUNTY EMPLOYEES AND RETIREES. (9:40 AM)

Clerk's Note: Item 17 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

Clerk's Note: The County Judge noted that by approving Item 17 the above contract has been extended for twelve months.

18. APPROVE EXEMPTION AND CONTRACT AWARD FOR THE PURCHASE OF A DROP-FEED PRODUCTION SCANNER FROM OPEX CORPORATION FROM THE COMPETITIVE PROCUREMENT PROCESS PURSUANT TO SECTION 262.024(A)(7) OF THE COUNTY PURCHASING ACT. (9:40 AM)

Clerk's Note: Item 18 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

19. APPROVE MODIFICATION NO. 9 TO CONTRACT NO. 02T002920J, SAFE GUARD HEALTH PLANS, INC. AND SAFE HEALTH LIFE INS. CO., FOR THE PROVISION OF DENTAL COVERAGE FOR TRAVIS COUNTY EMPLOYEES. (9:40 AM)

Clerk's Note: Item 19 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

20. APPROVE MODIFICATION NO. 1 TO CONTRACT NO. 08T001930J, METROPOLITAN LIFE INS. CO., FOR THE PROVISION OF DENTAL COVERAGE FOR TRAVIS COUNTY EMPLOYEES. (9:40 AM)

Clerk's Note: Item 20 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

21. APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 8) TO CONTRACT NO. 02T000380J, UNUM LIFE INSURANCE COMPANY, FOR BASIC LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT. (9:40 AM)

Clerk's Note: Item 21 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

22. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE A PORTION OF OLD MANOR ROAD AND TWO PORTIONS OF BOYCE LANE AND TO EXCHANGE PARCELS WITH THE DEVELOPER AS AGREED UPON IN THE PARMER LANE PARTICIPATION AGREEMENT. (COMMISSIONER DAVIS) (9:40 AM)

Clerk's Note: Item 22 is the action item for the public hearing on Agenda Item 1.

Clerk's Note: Item 22 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

23. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A PLAT FOR RECORDING IN PRECINCT THREE: REVISED PLAT OF LOTS 4 AND 5, BLOCK 1, THE RANCH PUD, SECTIONS 4 THROUGH 11 SUBDIVISION (1 TOTAL LOT). (COMMISSIONER HUBER) (9:40 AM)

Clerk's Note: Item 23 is the action item for the public hearing on Agenda Item 2.

Clerk's Note: Item 23 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

24. CONSIDER AND TAKE APPROPRIATE ACTION ON A PROPOSED AGREEMENT FOR COUNTY USE OF 6.57 ACRES OF LAND ON BITTING SCHOOL ROAD IN PRECINCT ONE, AS A REPOSITORY FOR THE PLACEMENT OF CLEAN EARTHEN FILL MATERIAL FROM TRAVIS COUNTY TRANSPORTATION AND NATURAL RESOURCES ROAD AND BRIDGE DIVISION. (COMMISSIONER DAVIS) (9:40 AM)

Clerk's Note: Item 24 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

25. CONSIDER AND TAKE APPROPRIATE ACTION ON ACCEPTANCE OF DEDICATION OF STREET AND DRAINAGE FACILITIES FOR A PORTION OF PARMER LANE IN PRECINCT ONE. (COMMISSIONER DAVIS) (9:40 AM)

Clerk's Note: Item 25 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

28. DISCUSS AND TAKE APPROPRIATE ACTION ON FISCAL YEAR 2010 BUDGET ISSUES. (11:04 AM)

Members of the Court heard from: Leroy Nellis, Budget Manager, PBO; Jessica Rio, Assistant Budget Manager, PBO; and Rodney Rhoades, Executive Manager, PBO.

Clerk's Note: The Court discussed corrections to the FY 2010 Budget arising from the 5th Revenue Estimate.

Motion by Commissioner Davis and seconded by Commissioner Eckhardt to approve the corrections.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Clerk's Note: The Court discussed the use of existing Certificates of Obligation for FY 2010 Capital Items.

Motion by Commissioner Gómez and seconded by Commissioner Davis to approve those changes.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

29. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (11:09 AM)

Members of the Court heard from: Rodney Rhoades, Executive Manager, PBO; Stacy Suits, Chief Deputy, Constable Precinct 3; Cyd Grimes, Travis County Purchasing Agent; Alonzo Reyes, Lieutenant, Constable Precinct 3; and Jim Connolly, Assistant County Attorney.

Motion by Judge Biscoe and seconded by Commissioner Davis that we approve Transfer items T1, T2, and T3.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Clerk's Note: The Court discussed the purchase of three in-car video cameras for Constable Precinct 3 as referred to in Discussion Item D1.

Motion by Judge Biscoe and seconded by Commissioner Davis that we authorize three cameras, the same ones as the Sheriff's Office; and we understand that amount to be slightly less than the \$17,500.00 which will be paid for from salary savings from the Constable Precinct 3 budget.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	no
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Motion by Commissioner Eckhardt and seconded by Commissioner Davis to approve the remaining Budget Amendments in Item 29.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Discussion Item D2 in Item 29 was not discussed.

30. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:
(9:40 AM)

- A. NEW GRANT CONTRACT WITH THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, FOR THE JUVENILE PROBATION DEPARTMENT TO PURCHASE ADDITIONAL CONTRACTED MENTAL HEALTH SERVICES FOR THE FRONT END THERAPEUTIC PROGRAM TO ENHANCE THE DEPARTMENT'S COLLABORATIVE OPPORTUNITIES FOR POSITIVE EXPERIENCE MENTAL HEALTH COURT;
- B. NEW GRANT CONTRACT WITH THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION TO IMPLEMENT A PARENTING SKILLS PROGRAM IN THE JUVENILE PROBATION DEPARTMENT FOR PARENTS OF YOUTH SERVED BY THE DEPARTMENT;
- C. NEW GRANT CONTRACT WITH THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION THROUGH THE SAFE AND DRUG FREE SCHOOLS GRANT PROGRAM FOR JUVENILE PROBATION DEPARTMENT TO PURCHASE COGNITIVE BEHAVIOR THERAPY CURRICULUM;
- D. GRANT CONTRACT TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION TO CONTINUE THE FAMILY VIOLENCE ACCELERATED PROSECUTION PROGRAM IN THE COUNTY ATTORNEY'S OFFICE;
- E. GRANT CONTRACT WITH OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION TO CONTINUE THE JUVENILE ASSESSMENT CENTER GRANT IN THE JUVENILE PROBATION DEPARTMENT;
- F. GRANT CONTRACT TO TEXAS TASK FORCE ON INDIGENT DEFENSE TO CONTINUE THE MENTAL HEALTH PUBLIC DEFENDER OFFICE GRANT THROUGH FISCAL YEAR 2010;
- G. CORRECTION TO THE INTERLOCAL AGREEMENT WITH THE CITY OF AUSTIN FOR THE 2007 BYRNE JUSTICE GRANT PREVIOUSLY APPROVED ON OCTOBER 9, 2007 TO CORRECT A TYPOGRAPHICAL ERROR FOR THE END DATE SO THAT THE CORRECT DATE SEPTEMBER 30, 2010 IS REFLECTED;
- H. DE-OBLIGATION OF FUNDS FROM THE INTERNAL AFFAIRS SOFTWARE UPGRADE GRANT FROM THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, APPROVED ORIGINALLY BY COMMISSIONERS COURT ON NOVEMBER 7, 2008;

ITEM 30 CONTINUED

- I. PERMISSION TO CONTINUE THE RESIDENTIAL SUBSTANCE ABUSE TREATMENT GRANT FROM THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION FOR JUVENILE PROBATION TO CONTINUE THE GRANT UNTIL A CONTRACT AGREEMENT IS FULLY EXECUTED; AND

Clerk's Note: Items 30.A-I approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

Clerk's Note: The County Judge noted that in Item 30.H the amount being de-obligated is \$16,065.03, which will be returned to the State.

- 30. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:
(10:49 AM)

- J. REQUEST FROM HEALTH AND HUMAN SERVICES AND VETERANS SERVICE DEPARTMENT TO USE INTERNAL GENERAL FUND RESOURCES TO PURCHASE BACKPACKS AND CLOTHING ITEMS FOR A STAND DOWN EVENT FOR HOMELESS VETERANS UNTIL FUNDS BECOME AVAILABLE FROM A GRANT FROM THE U.S. DEPARTMENT OF LABOR.

Members of the Court heard from: Sherri Fleming, Executive Manager, TCHHS&VS; and Gus Peña, Travis County Resident.

Motion by Commissioner Gómez **and seconded by** Commissioner Eckhardt to approve Item 30.J.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

ADMINISTRATIVE OPERATIONS ITEMS

31. 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 \$505,071.81 FOR THE PERIOD OF SEPTEMBER 4 TO 10, 2009. (9:40 AM)

Clerk's Note: Item 31 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

32. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (9:40 AM)

Clerk's Note: Item 32 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 33. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING REQUESTS FOR THE 2009 BROWN SANTA 5K AND KID'S K ON SUNDAY, DECEMBER 6, 2009: (12:01 PM) (12:02 PM)
 - A. A WELLNESS FAIR TO BE HELD AT THE TRAVIS COUNTY EXPOSITION CENTER BANQUET HALL ON DECEMBER 6, 2009 AT DISCOUNTED RATES;
 - B. AUTHORIZE THE WELLNESS COMMITTEE TO SOLICIT VENDORS AND SPONSORS TO PARTICIPATE IN THE WELLNESS FAIR; AND
 - C. PRINTING UP TO 5,000 REGISTRATION FORMS, FLYERS, SPONSOR PACKETS AND OTHER INFORMATION TO PROMOTE PARTICIPATION IN THE WELLNESS FAIR AND BROWN SANTA 5K AND KID'S K.

Clerk's Note: Items 33.A-C are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Dan Mansour, Risk and Benefits Manager, Human Resources Management Department (HRMD); Roger El Khoury, Director, Facilities Management; and Donna Parker Stirman, Risk Management, HRMD.

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to approve Items 33.A-C.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

34. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE REPLACEMENT OF 1,858 LOWER LEVEL SEATS AT THE EXPOSITION CENTER ARENA AND THE REALLOCATION OF FUNDS FROM EXPOSITION CENTER ALLOCATED RESERVES TO FUND THE COST OF THIS PROJECT. (2:25 PM)

Members of the Court heard from: Roger El Khoury, Director, Facilities Management; Michael Norton, Director, Travis County Exposition Center; Diana Ramirez, Budget Analyst, PBO; and Cyd Grimes, Travis County Purchasing Agent.

Motion by Commissioner Huber **and seconded by** Commissioner Davis that we move forward with this, and that the Commissioners Court reserve final approval on the color.

A Restatement of the Motion was made by Commissioner Huber that we proceed with the bidding on the seats; and Commissioners Court has final approval on the color; and that we do what is necessary to transfer the funds at the appropriate time.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Clerk's Note: The Court noted that this will be Fiscal Year 2010 expenditure.

35. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
(2:43 PM)

- A. REFURBISH MALFUNCTIONING FIRE ALARM PANEL AT CRIMINAL JUSTICE CENTER AND GAULT BUILDING;
- B. PROVIDE FUNDING FOR OVERTIME REQUIRED TO PROVIDE FIRE WATCH FOR CRIMINAL JUSTICE CENTER AND GAULT BUILDING WHEN FIRE ALARM PANEL IS NON-OPERATIONAL; AND
- C. REQUEST TO FUND OF ITEMS A AND B FROM THE FACILITIES MANAGEMENT DEPARTMENT TEMPORARY SALARY SAVINGS AS AUTOMATIC TRANSFER.

Clerk's Note: Items 35.A-C are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Roger El Khoury, Director, Facilities Management.

Motion by Judge Biscoe and seconded by Commissioner Gómez to approve Items 35.A-C.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

JUSTICE AND PUBLIC SAFETY ITEMS

- 36. CONSIDER AND TAKE APPROPRIATE ACTION ON AMENDMENT NO. 3 TO INTERLOCAL AGREEMENT WITH THE CITY OF AUSTIN FOR CENTRAL BOOKING AND RELATED JAIL SERVICES. (11:41 AM) (11:44 AM)

Members of the Court heard from: Roger Jefferies, Executive Manager, Justice and Public Safety (JPS).

Item 36 was revisited at 11:44 AM.

Members of the Court heard from: Roger Jefferies, Executive Manager, JPS; and Bill Derryberry, Senior Budget Analyst, PBO.

Motion by Judge Biscoe and seconded by Commissioner Gómez to approve Item 36.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- 37. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FOR PAYMENT OF TRAVEL COSTS FROM THE FEDERAL SAFE HAVENS GRANT FOR AN AUSTIN POLICE DEPARTMENT VICTIM SERVICES EMPLOYEE AND A SAFE PLACE EMPLOYEE TO ATTEND SAFE HAVENS TRAINING. (9:40 AM)

Clerk's Note: Item 37 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

Clerk's Note: The County Judge noted that this would be grant funded with a not-to-exceed amount of \$8,638.00.

- 38. CONSIDER AND TAKE APPROPRIATE ACTION ON AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUSTIN AND TRAVIS COUNTY FOR EMERGENCY MEDICAL SERVICES. (11:50 AM)

Members of the Court heard from: Danny Hobby, Executive Manager, Travis County Emergency Services; Jose Palacios, Chief Assistant County Auditor, Travis County Auditor's Office; and Barbara Wilson, Assistant County Attorney.

Motion by Commissioner Eckhardt **and seconded by** Commissioner Davis to approve Item 38 contingent on identification of the funding.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Clerk's Note: The Court noted that the County Auditor's Office will supply a memo to the Court once funding has been verified.

OTHER ITEMS

- 39. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (9:40 AM)

Clerk's Note: Item 39 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

40. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
(10:34 AM)

- A. TRAVIS COUNTY HEALTHCARE DISTRICT'S 2009 TAX RATE; AND
- B. TRAVIS COUNTY HEALTHCARE DISTRICT'S FISCAL YEAR 2010 BUDGET.

Clerk's Note: Items 14 and 15 are associated with one another and were called for concurrent discussion.

Members of the Court heard from: John Stevens, Acting Chief Financial Officer (CFO), Travis County Healthcare District; Ophelia Zapata, Executive Board Member, Austin Interfaith, Jimmy Castro, Travis County Resident; Thomas B. Coopwood, M.D., President, Travis County Healthcare District Board; and John Hille, Assistant County Attorney.

Motion by Judge Biscoe and seconded by Commissioner Eckhardt to approve the 2009 Travis County Healthcare Districts' tax rate as well as the 2010 Budget.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	abstain
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

41. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO CREATE A NEW PAYROLL SLOT FOR THE SENIOR FINANCIAL ANALYST ASSIGNED TO THE TRAVIS COUNTY HOUSING FINANCE CORPORATION AND ALLOW THE HUMAN RESOURCES DEPARTMENT TO ADVERTISE THE NEW SENIOR FINANCIAL ANALYST POSITION. (9:40 AM)

Clerk's Note: Item 41 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 43. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING TRAVIS COUNTY'S ECONOMIC DEVELOPMENT PROGRAM POLICY INCLUDING THE FOLLOWING: (1:59 PM)
 - A. ADOPT RESOLUTION INDICATING TRAVIS COUNTY'S ELECTION TO BECOME ELIGIBLE TO PARTICIPATE IN TAX ABATEMENT AND TO ADOPT GUIDELINES AND CRITERIA FOR TAX ABATEMENTS;
 - B. ADOPT TRAVIS COUNTY ECONOMIC DEVELOPMENT PROGRAM POLICY GUIDELINES AND CRITERIA FOR TAX REBATE AND TAX ABATEMENT AND OTHER INCENTIVES; AND
 - C. ORDER AMENDING CHAPTER 28 OF THE TRAVIS COUNTY CODE: TRAVIS COUNTY ECONOMIC DEVELOPMENT PROGRAM POLICY GUIDELINES AND CRITERIA.

Clerk's Note: Items 43.A-C are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Mary Etta Gerhardt, Assistant County Attorney.

Motion by Commissioner Davis and seconded by Commissioner Gómez to approve Item 43.A.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Motion by Judge Biscoe and seconded by Commissioner Davis to approve Item 43.B.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

ITEM 43 CONTINUED

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to approve the order in Item 43.C.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

44. **REVISED LANGUAGE:** RECEIVE UPDATE AND TAKE APPROPRIATE ACTION ON TRAVIS COUNTY PARTICIPATION IN THE CENSUS 2010 COMPLETE COUNT COMMITTEE WITH THE CITY OF AUSTIN, INCLUDING UPDATE ON PLANNING EFFORTS TO DATE. (2:06 PM)

Clerk’s Note: The Court discussed Staff recommendations on the creation of a Complete Count Committee with the City of Austin consisting of two groups:

- Steering Committee – 12 to 15 members to identify target populations and plan a public awareness campaign. Travis County will appoint 6 to 8 members.
- Leadership Council – 25 to 30 members to activate networks to help generate enthusiasm for and participation in the census. Travis County will appoint 12 to 15 members.

Members of the Court heard from: Deece Eckstein, Intergovernmental Relations Officer.

Motion by Judge Biscoe **and seconded by** Commissioner Davis that we:

- Follow Mr. Eckstein's recommendation that Travis County partner with the City of Austin to do our Complete Count work for the next Census
- Enthusiastically support the effort and come up with other members for the Steering Committee and the Leadership Council.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

EXECUTIVE SESSION ITEMS

Note 1 Gov't Code Ann 551.071, Consultation with Attorney

Note 2 Gov't Code Ann 551.072, Real Property

Note 3 Gov't Code Ann 551.074, Personnel Matters

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

45. RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION REGARDING CLAIMS BY ALICIA PEREZ. ¹ (2:50 PM) (4:20 PM)

Clerk's Note: Judge Biscoe announced that Item 45 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Discussion only. No formal action taken.

Item 45 to be reposted on September 29, 2009.

46. RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION REGARDING CLAIM BY LINDA MOORE SMITH. ¹ (2:50 PM) (4:20 PM)

Clerk's Note: Judge Biscoe announced that Item 46 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Discussion only. No formal action taken.

Item 46 to be reposted on September 29, 2009.

- 48. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE ACQUISITION OF CERTAIN REAL PROPERTY BY HABITAT FOR HUMANITY AS PART OF THE TRAVIS COUNTY 2006 AND 2007 COMMUNITY DEVELOPMENT BLOCK GRANT PLAN. ^{1 AND 2} (2:50 PM) (4:22 PM)

Clerk's Note: Judge Biscoe announced that Item 48 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Motion by Judge Biscoe and seconded by Commissioner Davis that we notify Habitat for Humanity that the County will not use CDBG funds to purchase the land in question, for the reasons that have previously been called to their attention.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- 49. RECEIVE BRIEFING AND TAKE APPROPRIATE ACTION REGARDING STATUS OF THE LEASE AGREEMENT WITH TRAVIS COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT FOR THE SMART CONSTRUCTION PROJECT. ^{1 AND 2} (2:50 PM) (4:23 PM)

Clerk's Note: Judge Biscoe announced that Item 49 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

No action required on Item 49.

Clerk's Note: The Court expressed their appreciation to the Office of Senator Watson and Dr. Geraldine Nagy, Director, Adult Probation, Community Supervision and Corrections Department (CSCD) for their assistance in the matter.

C2

Travis County Commissioners Court Agenda Request

Voting Session Tuesday, October 6, 2009 Work Session _____
(Date) (Date)

I. A. Request made by: Gillian Porter Phone: 854-4722
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Commissioners Court Minutes for the
Public Hearing of September 25, 2009**

C. Approved By: 
Dana DeBeauvoir, Travis County Clerk

- 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. Is back-up material attached? YES

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next meeting.

MINUTES OF MEETING – SEPTEMBER 25, 2009

TRAVIS COUNTY COMMISSIONERS' COURT

On Friday, the 25th day of September, 2009, the Commissioners' Court convened the Public Hearing at 9:15 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court record notes that Precinct Two Commissioner Sarah Eckhardt was not present during this Public Hearing.

The Commissioners Court adjourned the Public Hearing at 9:18 AM.

1. PUBLIC HEARING TO RECEIVE INPUT REGARDING THE TRAVIS COUNTY TAX RATE FOR THE FISCAL YEAR 2010 COUNTY BUDGET. (9:15 AM)

Clerk's Note: This Item is a public hearing to receive comments.

Motion by Judge Biscoe **and seconded by** Commissioner Davis to open the public hearing.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Members of the Court heard from: Rodney Rhoades, Executive Manager, Planning and Budget Office (PBO).

Motion by Judge Biscoe **and seconded by** Commissioner Davis to close the public hearing.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes



TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Voting Session: October 6, 2009 Work Session: _____
(Sign) _____

I. A. Request made by: Joseph Gieselman, Executive Manager Phone # 854-9383

B. Requested Text:

**APPROVE SETTING OF A PUBLIC HEARING DATE ON OCTOBER 27, 2009,
TO RECEIVE COMMENTS REGARDING PARK FEE AND REFUND
PROPOSALS BY THE TRANSPORTATION AND NATURAL RESOURCES
DEPARTMENT.**

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 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:

TNR: John Hille, Cynthia McDonald, Isabelle Lopez, Charles Bergh, Robert Armistead, Dan Chapman, Dan Perry, Kurt Nielsen

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 item budget
- _____ 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)

- 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.