



TRAVIS COUNTY COMMISSIONERS COURT

Travis County
Administration Building
Commissioners Courtroom
700 Lavaca Street
Austin, TX 78701

Andy Brown
County Judge

Jeffrey W. Travillion, Sr.
Commissioner
Precinct 1

Brigid Shea
Commissioner
Precinct 2

Ann Howard
Commissioner
Precinct 3

George Morales III
Commissioner
Precinct 4

AGENDA

VOTING SESSION • TUESDAY, SEPTEMBER 22, 2026 • 9:00 AM

This meeting may include one or more members of the Commissioners Court that will participate by videoconference. The presiding officer and a quorum of the Court will be physically present and it is their intent to preside over the meeting at the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, Austin, Texas 78701. The meeting shall be open to the public during the open portions of the meeting, and the member participating by videoconference shall be visible and audible to the public for as long as the member participates while speaking.

Members of the public may comment before the Commissioners Court on any item listed on this agenda when the item is taken up, either by appearing in person or by registering in advance during the online registration period using this link: <https://d3tzviz1rxkinl.cloudfront.net/>
Individuals who wish to call in using the advance online registration must provide a working telephone number to be contacted by County staff.

During the Public Communication portion of the meeting, members of the public may address the Court on County-related issues not listed on the agenda. As with agenda items, participants must register online in advance to participate remotely or register in person on the day of the meeting.

During Public Communication, County Announcements, or any other subject not specifically noticed on this agenda, the Court cannot deliberate; Court members may interact only by providing factual information or recite existing policy in response to an inquiry. Discussion about the subject of the inquiry must be restricted to proposing the subject be placed on a future meeting's agenda.

For additional details on public participation visit: <https://www.traviscountytexas.gov/commissioners-court>

The public may also view this meeting while in progress online at either of the following:

<https://traviscountytexas.gov/tctv/watch>
<https://traviscotx.civicclerk.com/web/home.aspx>

An electronic copy of the agenda and agenda packet can be found at:
<https://traviscotx.civicclerk.com/web/home.aspx>

For press inquiries, please email PIO@traviscountytexas.gov or call (512) 854-8740.

CALL TO ORDER

PUBLIC COMMUNICATION

COUNTY ANNOUNCEMENTS

RESOLUTIONS & PROCLAMATIONS

1. Approve a proclamation recognizing September 24, 2026 as Cathy McHorse Day in Travis County. (Judge Brown)

AUDITOR

2. Approve payment of claims by the County Treasurer. (Judge Brown)

EMERGENCY SERVICES

3. Consider and take appropriate action regarding the following:
 - A. Outdoor burning in the unincorporated areas of Travis County
 - B. County response to natural disaster or other emergencies, including but not limited to necessary measures and actions related to the disaster or emergency, including Travis County's response, operations, policies, emergency assistance, agreements, preparedness for future flood events and other disasters, and measures necessary to preserve public health and safety and rehabilitation of property, and applicable orders, declarations or resolutions, and authorization for expenditure of funds and contracts related to disaster response, preparedness and recovery efforts
(Judge Brown)
4. Approve setting a public hearing on Tuesday, October 6, 2026, to consider and take appropriate action, as well as receive comments regarding the issuance of an outdoor music festival permit and a mass gathering permit for the Seismic 9.0 Dance Event, to be held on November 13-15, 2026, at 8509 Burleson Rd, Austin, TX 78719. (Judge Brown & Commissioner Shea)

HEALTH & HUMAN SERVICES

5. Consider and take appropriate action to approve modification to Interlocal Agreement No. 4600001073 with Worksource – Greater Austin Area Workforce Board DBA Workforce Solutions – Capital Area Workforce Board, for the provision of Child Care Gap Funding Payments Program (Judge Brown & Commissioner Travillion)

6. Consider and take appropriate action to approve modification to Interlocal Agreement No. 4600001072 with Worksource – Greater Austin Area Workforce Board DBA Workforce Solutions – Capital Area Workforce Board, for the provision of Child Care Scholarships. (Judge Brown & Commissioner Travillion)
7. Consider and take appropriate action to approve a modification to Professional Services Subaward with Ascension Seton, Contract No.4600000841, for the provision of Hospital-Based Violence Intervention Services. (Judge Brown)
8. Consider and take appropriate action to approve the renewal and modification to Interlocal Agreement No. 400001753 with Integral Care to fund the Community Advancement Network. (Judge Brown)

INTERGOVERNMENTAL RELATIONS

9. Consider and take appropriate action on the following grant Letters of Intent, contracts and related special budgets, and permissions to continue:
 - A. Award Agreement for the Fiscal Year 2027 Other Victim Assistance Grant from the Office of the Attorney General for Travis County Attorney's Office
 - B. Award Agreement for the Fiscal Year 2027 Comprehensive Underage Drinking Prevention Program from the Texas Department of Transportation for the Travis County Attorney's Office
 - C. Award Agreement for the Fiscal Year 2027 Comprehensive STEP from the Texas Department of Transportation for the Travis County Sheriff's Office
 - D. Award Agreement for the Fiscal Year 2026 Formula Grant from the Texas Indigent Defense Commission for the Travis County Criminal Courts
 - E. Application from Travis County Innovative Justice and Program Analysis for the Fiscal Year 2026 Smart Reentry Demonstration Program solicited by the Bureau of Justice Assistance
 - F. Any other necessary grant applications, letters of support or grant awards attached to Commissioners Court backup for this Agenda item (Judge Brown)

10. Consider and take appropriate action on appointments to the Travis County Children's Protective Services Board to:
 - A. Designate board positions and expiration terms for Chris Craft, Anita Daniels, and Morgan Davis who were appointed on August 11, 2026
 - B. Reappoint Kelley Fowler and Lindsay Spinney to terms that will expire on June 30, 2029
(Judge Brown)

INNOVATIVE JUSTICE & PROGRAM ANALYSIS

11. Consider and take appropriate action to approve a lease agreement with Westlake Bible Church, Inc., also known as Austin Ridge Bible Church, for the Travis County Sheriff's Office Drone Unit to use designated facilities for training purposes at no cost to the County. (Commissioner Morales)
12. Consider and take appropriate action for No-Cost Renewal of the ILA between Travis County and the Dell Medical School. (Commissioner Howard)
13. Consider and take appropriate action to approve the First Amendment and First Renewal to the Fiscal Year 2026 Interlocal Agreement with the City of Austin for Intake and Related Services at the Travis County Central Intake Facility and Criminal Justice Center. (Commissioner Howard)
14. Approve declaration and resolution to establish the Felony Mental Health Diversion Court as a Mental Health Program pursuant to Texas Government Code, Chapters 121 and 125. (Judge Brown)

PLANNING & BUDGET

15. Authorize the County Treasurer to invest County funds. (Judge Brown)

16. Consider and take appropriate action on budget amendments, transfers and discussions items, including but not limited to the following listed items, and any other necessary budget amendments and transfers attached to Commissioners Court backup for the Agenda item:
 - A. Request by Transportation & Natural Resources to establish a new budget totaling \$358,859.50, comprised of \$19,241.25 in the BCP Fund (0115) from a damage settlement, \$228,898 in Fund 5000 for Parkland Fees, and \$110,720.25 in Fund 5001 for Traffic Mitigation Fees
 - B. Request from the Planning and Budget Office to transfer \$3,465 from the Allocated Reserve to General Administration to cover remaining External Auditor invoices
 - C. Request from Health & Human Services to Establish a New Budget in Fund 2034 of \$4,747.62 for Revenue Received by Health & Human Services Related to the Texas Gas Service – Share the Warmth Program
 - D. Request from Pretrial Services to transfer \$100,000 from the Allocated Reserve, which includes the remaining \$23,803 from a \$500,000 Earmark against the Allocated Reserve to cover additional anticipated expenditures for court mandated Electronic Monitoring Devices for the remainder of Fiscal Year 2026
 - E. Request from Risk Management within the Technology and Operations Department (TOPS), and the County Auditor's Office to transfer \$1,615,777 from the FY 2026 Catastrophic Loss Reserve within the Risk Management Fund (8955) needed for the actuarial liabilities entry to assist with Fiscal Year 2026 year-end close for the fund
 - F. Request from the County Attorney's Office for \$60,000 from the Allocated Reserve related to outside counsel legal fees for the District Attorney's Office approved by Commissioners Court on July 28, 2026, Item 39 (Commissioner Shea)
17. Consider and take appropriate action on remaining Fiscal Year 2027 Budget issues, including:
 - A. Changes After Markup List
 - B. Other Remaining Items (Commissioner Shea)
18. Consider and take appropriate action on proposed Fiscal Year 2027 Budget Rules. (Commissioner Shea)

PURCHASING

19. Receive bids from County Purchasing Agent. (Commissioner Travillion)
20. Approve Modification No. 3 to Contract No. 4400006381 with Marmon Mok, LP, in the amount of \$72,074.00, for West Service Center New Fleet Building Design. (Facilities Management Department) (Commissioner Travillion)
21. Approve exemption and Contract No. 4400008033 with Neuropsychology Specialists of Austin, PLLC, as needed, for neuropsychologist services. (Juvenile Probation Department) (Commissioner Travillion)
22. Approve Modification No. 5 to Contract No. 4400002551 with John Matthew Fabian, PSYD, JD, LLC, as needed, for Psychological/ Psychiatric Services. (Criminal Courts) (Commissioner Travillion)
23. Approve Modification No. 2 to Contract No. 4400002685 with Hilltop Securities Inc., an as-needed contract, for services. (Planning and Budget Office) (Commissioner Travillion)
24. Approve termination of Contract No. 4400008585 with Reverse Training Program LLC, for Commercial Driver's License Training. (Innovative Justice & Program Analysis) (Commissioner Travillion)
25. Approve Modification No. 14 to Contract No. 4400003950 with Capital Area Private Defender Service (CAPDS), in the amount of \$1,486,908.00, for Forensic Review Project. (Community Legal Services) (Commissioner Travillion)
26. Approve Modification No. 30, to Contract No. 4400001068, with i3-ImageSoft, LLC, in the amount of \$57,500.00, for Imaging and Document Management System and Maintenance. (Technology and Operations) (Commissioners Travillion)
27. Approve Modification No. 10 to Contract No. 4400004276 with Capital Area Private Defender Service (CAPDS), in the amount of \$4,243,801.00, for Management of Assigned Counsel (MAC). (Community Legal Services) (Commissioner Travillion)
28. Authorize the Purchasing Agent to issue a Request for Proposal (RFP) for CDL Training Services for clients enrolled in the Innovative Justice and Program Analysis Reentry Resources program. (Justice Planning) (Commissioner Travillion)

29. Declare items surplus property and sell at public auction pursuant to Local Government Code § 263.152(a)(1). (Commissioners Travillion)
30. Approve order exempting the purchase of 96-month inspection services from Leonardo Helicopters US Corporation, estimated requirements, from the competitive procurement process, pursuant to County Purchasing Act Section §262.024(a)(2) and §262.024(a)(11) and authorize Purchasing Agent to issue purchase orders. (Emergency Services) (Commissioner Travillion)
31. Approve Modification No. 4 to Contract No. 4400006260 with Aeschbach & Associates, Inc., dba Addiction and Psychotherapy Services, in the amount of \$75,000.00, for methadone treatment services. (Health & Human Services) (Commissioner Travillion)
32. Approve Modification No. 4 to Contract No. 4400006261 with Community Medical Services, in the amount of \$75,000.00, for methadone treatment services. (Health & Human Services) (Commissioner Travillion)
33. Approve Modification No. 3 to Contract No. 4400006700 with Communities for Recovery, in the amount of \$175,000.00, for overdose prevention services. (Health & Human Services) (Commissioner Travillion)
34. Declare the list of Travis County equipment as missing and authorize removal from the SAP Asset Inventory, pursuant to Purchasing and Procedures Guide § 22.003. (Commissioners Travillion)

TECHNOLOGY & OPERATIONS

35. Consider and take appropriate action on the following Personnel Amendments:
 - A. Routine Personnel Actions
(Commissioners Travillion & Morales)
36. Consider and take appropriate action regarding the license agreement between Travis County and the TEX-ABOTA Best in Texas to use Travis County courtrooms for a Voir Dire Competition at the Civil and Family Courts Facility. (Commissioner Howard)

TRANSPORTATION & NATURAL RESOURCES

37. Consider and take appropriate action on issuing an open call for recommendations on naming the Southeast Metropolitan Park, in accordance with provisions in the Travis County Code 1.021 and for the Commissioners Court to receive public comment and take appropriate action on September 29, 2026. (Commissioner Morales)

OTHER

38. Consider and take appropriate action regarding Election Day polling locations for the November 3, 2026 Joint General and Special Elections. (Judge Brown)
39. Consider and take appropriate action regarding the Early Voting polling locations for the November 3, 2026 Joint General and Special Elections. (Judge Brown)
40. Consider and take appropriate action to approve the Public Defender's Office use of departmental funds on an ongoing basis to maintain a coffee station and healthy snack food pantry for the department's indigent clients in accordance with the Travis County Non-Travel Meals and Related Expenditures Policy. (Commissioner Howard)
41. Consider and take appropriate action regarding the Joint Election Agreement for the November 3, 2026 Joint General and Special Elections and December 12, 2026 Joint Runoff Elections, if a runoff election is needed. (Judge Brown)

LATE ITEM

42. Consider and take appropriate action on Urban Empowerment Zone I, LLC (Supportive Housing Initiative Project, Contract Number 4600001020, with the Leasehold Deed of Trust with Security Agreement and Assignment of Rents, recorded in Document NO. 2025057539 of the Official Public Records of Travis County, Texas) request for Travis County as lien holder to execute two Lien Holder Consents for 1.013 Acres Out of Tract Three, one as to the Declaration of a Drainage Easement and Unified Development Agreement with Maintenance of Drainage Facilities Restrictive Covenant and one as to a Drainage Easement, each granted by Travis County Facilities Corporation as described in the documents, with the City of Austin as grantee. (Judge Brown)

EXECUTIVE SESSION

Note 1 Texas Government Code § 551.071, Consultation with Attorney
Note 2 Texas Government Code § 551.072, Real Property
Note 3 Texas Government Code § 551.074, Personnel Matters
Note 4 Texas Government Code § 551.076, Security
Note 5 Texas Government Code § 551.087, Economic Development Negotiations
Note 6 Texas Government Code § 551.089, IT Security
Note 7 Texas Government Code § 551.0745, Personnel Matters Affecting County Advisory Board

The Commissioners Court will consider the following items in Executive Session. The Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Court announces that the item will be considered during Executive Session.

43. Receive briefing and take appropriate action regarding Travis County security and information security issues.^{1,4&6} (Commissioners Travillion & Howard)

ADJOURN

NOTICE

A quorum of the Commissioners Court may attend the following events:

Cathy McHorse's Joint City/County Proclamation
At the following location, date, and time:
Austin City Hall
301 W 2nd St, Austin, TX 78701
Thursday, September 24, 2026
8:30am - 10:30am



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Approve a proclamation recognizing September 2024 as Cathy McHorse Day in Travis County. (Judge Brown)

Prepared By/Phone Number: Leo Carneiro, Agenda Coordinator, 512-854-9229

Elected/Appointed Official or Department Head: Andy Brown

Commissioners Court Sponsor(s): Judge Andy Brown

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

Travis County honors Cathy McHorse for her tireless advocacy and visionary leadership on behalf of young children, families, and the early care and education workforce. Through her service and leadership, Cathy helped advance affordable, high-quality childcare and strengthen our community. Her legacy, including Raising Travis County, will benefit generations of children and families.

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:

1. Cathy McHorse

WHEREAS, *Cathy McHorse was a relentless, strategic, visionary, and self-described “salty” advocate for young children, families, and the early care and education workforce, whose motto was “Tiny humans are my favorite,”; and*

WHEREAS, *Cathy tirelessly pursued big ideas and creative solutions to make high-quality early care and education affordable and accessible to all and to ensure the childcare workforce received the support, training, compensation, and respect worthy of the invaluable role they play in teaching and caring for the youngest members of our community; and*

WHEREAS, *In her roles as a long-time appointed member and chair of the Early Childhood Council, community advocate, and 7-year leader of the Austin-Travis County Success By 6 Coalition, Cathy’s work made the City of Austin and our whole community better; and*

WHEREAS, *Cathy’s legacy to our community is Raising Travis County, a sustainable funding source for high-quality, affordable childcare that will impact generations of children and families to come; and*

WHEREAS, *We are honored to celebrate the incredible contributions that Cathy made to the early childhood community and grateful for the leadership blueprint she left for us all to follow. Cathy’s example of inclusive, humble, and joyful leadership raised the bar for those lucky enough to have known her;*

NOW THEREFORE BE IT PROCLAIMED *that we, the Travis County Commissioners Court, do hereby recognize September 24, 2026 as*

CATHY MCHORSE DAY

*in Travis County.
In witness whereof, we have hereunto
set our hands and caused the seal of Travis County
to be affixed this 22 day of September in the Year Two Thousand Twenty-Six*

Andy Brown
County Judge

Jeffrey W. Travillion, Sr
Commissioner, Precinct 1

Brigid Shea
Commissioner, Precinct 2

Ann Howard
Commissioner, Precinct 3

George Morales III
Commissioner, Precinct 4



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Approve payment of claims by the County Treasurer. (Judge Brown)

Prepared By/Phone Number: Sharon Neukam, Financial Analyst V, 512-854-6928

Elected/Appointed Official or Department Head: Patti Smith

Commissioners Court Sponsor(s): Judge Andy Brown

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

As per LGC 115.021, claims that have been audited and approved by Travis County Auditor staff must also be approved by the Commissioners Court prior to their release. See attached summary information of claims needing Commissioners Court approval. Detailed claims information may be obtained from Travis County Auditor staff.

Staff Recommendations:

Approve payment of claims.

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

See attached summary.

Required Authorizations:

Kelly Allen – Auditor First Asst, County Auditor
Judge Andy Brown

Attachments:

None



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Consider and take appropriate action regarding the following:

Prepared By/Phone Number: Lauren Hill, Executive Assistant, 512-854-1214

Elected/Appointed Official or Department Head:

Commissioners Court Sponsor(s):

Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:

None



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Outdoor burning in the unincorporated areas of Travis County

Prepared By/Phone Number: Lauren Hill, Executive Assistant, 512-854-1214

Elected/Appointed Official or Department Head:

Commissioners Court Sponsor(s):

Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:

None



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

County response to natural disaster or other emergencies, including but not limited to necessary measures and actions related to the disaster or emergency, including Travis County's response, operations, policies, emergency assistance, agreements, preparedness for future flood events and other disasters, and measures necessary to preserve public health and safety and rehabilitation of property, and applicable orders, declarations or resolutions, and authorization for expenditure of funds and contracts related to disaster response, preparedness and recovery efforts
(Judge Brown)

Prepared By/Phone Number: Lauren Hill, Executive Assistant, 512-854-1214

Elected/Appointed Official or Department Head:

Commissioners Court Sponsor(s):

Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:

None



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Approve setting a public hearing on Tuesday, October 6, 2026, to consider and take appropriate action, as well as receive comments regarding the issuance of an outdoor music festival permit and a mass gathering permit for the Seismic 9.0 Dance Event, to be held on November 13-15, 2026, at 8509 Burleson Rd, Austin, TX 78719. (Judge Brown & Commissioner Shea)

Prepared By/Phone Number: Lauren Hill, Executive Assistant, 512-854-1214

Elected/Appointed Official or Department Head: Charles Brotherton, Andy Brown, Brigid Shea

Commissioners Court Sponsor(s): Judge Andy Brown
Commissioner Brigid Shea

Press Inquiries: Hector Nieto, Public Information Officer
512-854-8470

Background/Summary of Request:

Under § 751.002 of the Health and Safety Code, “mass gathering” means a gathering:

(A) that is held outside the limits of a municipality;

(B) that attracts or is expected to attract:

(i) more than 2,500 persons; or

(ii) more than 500 persons, if 51 percent or more of those persons may reasonably be expected to be younger than 21 years of age and it is planned or may reasonably be expected that alcoholic beverages will be sold, served, or consumed at or around the gathering; and

(C) at which the persons will remain:

(i) for more than five continuous hours; or

(ii) for any amount of time during the period beginning at 10 p.m. and ending at 4 a.m.

§ 751.002 of the Health and Safety Code prohibits a person from promoting a mass gathering without a permit issued under the Texas Mass Gatherings Act, Chapter 751 of the Health and Safety Code.

Under § 2104.001 of the Occupations Code, “outdoor music festival” means any form of musical entertainment provided by live performances that occurs on two or more consecutive days or on any two days during a three-day period if:

(A) more than 5,000 persons attend any performance;

(B) any performer or audience member is not within a permanent structure; and

(C) the performance occurs outside the boundaries of a municipality.

§ 2104.151 of the Occupations Code prohibits a person from directing, controlling, or participating in the direction of an outdoor music festival permit without a permit

authorized by Occupations Code Chapter 2104 (the “Outdoor Music Festivals Act”). If a mass gathering also meets the definition of an outdoor music festival, a person must obtain both a mass gathering permit and an outdoor music festival permit before the person may promote the event. The Texas Mass Gatherings Act requires that a public hearing be held before a mass gathering permit is granted. Chapter 2104 of the Occupations Code requires that a public hearing be held before an outdoor music festival permit is granted.

The applicant/promoter of the Seismic 9.0 event has submitted both a mass gathering permit and an outdoor festival permit application for consideration. The Seismic 9.0 event is scheduled to take place at 8509 Burleson Rd, Austin, TX 78719, commonly known as the Concourse Project. The event is planned for November 13, starting at 4:00 PM and concluding on November 15 at 11:00 PM.

The applicant/promoter has agreed to adhere to the County's major event permit guidelines. The applicant/promoter has submitted the preliminary permit application, along with the applicable supporting documentation. In addition, the promoter is currently coordinating with individual County departments to address department-specific requirements according to county guidelines.

Staff Recommendations:

N/A

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

N/A

Required Authorizations:

Charles Brotherton- County Executive, Emergency Services

Julie Joe and Christina Tagle- County Attorney's Office

Cynthia McDonald – County Executive, Transportation & Natural Resources

Sally Hernandez – Travis County Sheriff's Office

Pilar Sanchez – County Executive, Health and Human Services

Attachments:

1. Agenda Request-Setting a Public Hearing-Seismic 9.0



Travis County Commissioners Court Agenda Request

Meeting Date:

September 22, 2026

Agenda Language:

Approve setting a public hearing on Tuesday, October 6, 2026, to consider and take appropriate action, as well as receive comments regarding the issuance of an outdoor music festival permit and a mass gathering permit for the Seismic 9.0 Dance Event, to be held on November 13-15, 2026, at 8509 Burleson Rd, Austin, TX 78719.

Prepared By/Phone Number:

Danny Timmons/512.854.1245
Deputy Fire Marshal

Appointed Official/Dept. Head:

Gary Howell
Fire Marshal

Commissioners Court Sponsor: Judge Andy Brown

Background/Summary of Request and Attachments:

Under § 751.002 of the Health and Safety Code, “mass gathering” means a gathering:

- (A) that is held outside the limits of a municipality;
- (B) that attracts or is expected to attract:
 - (i) more than 2,500 persons; or
 - (ii) more than 500 persons, if 51 percent or more of those persons may reasonably be expected to be younger than 21 years of age and it is planned or may reasonably be expected that alcoholic beverages will be sold, served, or consumed at or around the gathering; and
- (C) at which the persons will remain:
 - (i) for more than five continuous hours; or
 - (ii) for any amount of time during the period beginning at 10 p.m. and ending at 4 a.m.

§ 751.002 of the Health and Safety Code prohibits a person from promoting a mass gathering without a permit issued under the Texas Mass Gatherings Act, Chapter 751 of the Health and Safety Code.

Under § 2104.001 of the Occupations Code, “outdoor music festival” means any form of musical entertainment provided by live performances that occurs on two or more consecutive days or on any two days during a three-day period if:

- (A) more than 5,000 persons attend any performance;
- (B) any performer or audience member is not within a permanent structure; and
- (C) the performance occurs outside the boundaries of a municipality.

§ 2104.151 of the Occupations Code prohibits a person from directing, controlling, or participating in the direction of an outdoor music festival permit without a permit authorized by Occupations Code Chapter 2104 (the “Outdoor Music Festivals Act”).

If a mass gathering also meets the definition of an outdoor music festival, a person must obtain both a mass gathering permit and an outdoor music festival permit before the person may promote the event. The Texas Mass Gatherings Act requires that a public hearing be held before a mass gathering permit is granted. Chapter 2104 of the Occupations Code requires that a public hearing be held before an outdoor music festival permit is granted.

The applicant/promoter of the Seismic 9.0 event has submitted both a mass gathering permit and an outdoor festival permit application for consideration. The Seismic 9.0 event is scheduled to take place at 8509 Burleson Rd, Austin, TX 78719, commonly known as the Concourse Project. The event is planned for November 13, starting at 4:00 PM and concluding on November 15 at 11:00 PM.

The applicant/promoter has agreed to adhere to the County's major event permit guidelines. The applicant/promoter has submitted the preliminary permit application, along with the applicable supporting documentation. In addition, the promoter is currently coordinating with individual County departments to address department-specific requirements according to county guidelines.

Staff Recommendations:

N/A

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

Not applicable to this request.

Attachments:

Mass Gathering / Major Event Permit Application and Outdoor Music Festival Application

Notifications/ Authorizations:

Charles Brotherton- County Executive, Emergency Services

Julie Joe and Christina Tagle- County Attorney's Office

Cynthia McDonald – County Executive, Transportation & Natural Resources

Sally Hernandez – Travis County Sheriff's Office

Pilar Sanchez – County Executive, Health and Human Services



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Consider and take appropriate action to approve modification to Interlocal Agreement No. 4600001073 with Worksource – Greater Austin Area Workforce Board DBA Workforce Solutions – Capital Area Workforce Board, for the provision of Child Care Gap Funding Payments Program (Judge Brown & Commissioner Travillion)

Prepared By/Phone Number: Cindy Gamez, Planning Manager,

Elected/Appointed Official or Department Head: Pilar Sanchez

Commissioners Court Sponsor(s): Judge Brown and Commissioner Travillion

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740.

Background/Summary of Request:

Texas Workforce Commission (effective 10/1/26) approved funding formula changes that resulted in a decrease in the number of children receiving state-funded scholarships annually through Workforce Solutions. These changes also increased the state's scholarship reimbursement rates to Workforce Solutions, thereby narrowing the "gap" between the state's scholarship rates and Raising Travis County's rates.

On October 7, 2025 the Court approved Interlocal Agreement 4600001073 to fund the Child Care Gap Funding Payment program and increase quality and/or capacity of child care providers. On November 5, 2024, Travis County voters approved a 2.5 cent tax rate increase per \$100 valuation to increase access to affordable and high-quality child care and afterschool/summer programming and related services for low-income families and develop and administer related workforce and economic development programs. On May 20, 2025, the Commissioners Court approved the Health and Human Services (HHS) Department to proceed with the short-term investment plan for the Voter Approved Child Care and Out of School Time Fund. The plan will 1) expand the number of child care and out of school time scholarships funded through Workforce Solutions; 2) expand existing contracts and services for HHS Early Childhood and Youth Development contracts that meet criteria; 3) negotiate Interlocal Agreements (ILAs) with School Districts with high number or percentage of economically disadvantaged students for child care and/or afterschool and summer services; 4) consider City of Austin interlocal agreements that could be used to expand childcare and afterschool care with providers; and 5) consider any mechanism to provide gap funding to make providers whole given the true cost of child care.

Staff Recommendations:

HHS Staff is recommending approval of modification to Interlocal Agreement No. 4600001073 with Workforce Solutions (WFS) for the provision of Child Care Gap Funding Program. The modification revises the budget by decreasing the contract

amount to better reflect the number of children eligible to be served with state-funded scholarships, renews the contract term, updates the child care rate sheet to maintain alignment between Raising Travis County's rates and the State's rates for some age groups, and adds two new output measures to collect data on children and child care programs continuing to receive gap funding payments in the program's second year.

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

The funds in the amount of \$5,000,000 are in the FY27 HHS Raising Travis County budget. A fund reservation will be issued once the FY27 Budget is approved.

Required Authorizations:

Judge Andy Brown

Attachments:

1. Agenda Request to Approve Modification to ILA Agreement 4600001073_KD
2. WFS_RTC_Gap_Funding_ILA_No_4600001073_Final_FY27_Renewal_WFS Signed



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: 09/22/2026

Agenda Language: Consider and take appropriate action to approve modification to Interlocal Agreement No. 4600001073 with Worksource – Greater Austin Area Workforce Board DBA Workforce Solutions – Capital Area Workforce Board, for the provision of Child Care Gap Funding Payments Program (Judge Brown and Commissioner Travillion).

Prepared By/Phone Number: San Juana Gonzales / 512-854-4122.

Elected/Appointed Official or Department Head: Pilar Sanchez, County Executive for Health and Human Services.

Commissioners Court Sponsor(s): Judge Brown and Commissioner Travillion.

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740.

Summary and Staff Recommendations: HHS Staff is recommending approval of modification to Interlocal Agreement No. 4600001073 with Workforce Solutions (WFS) for the provision of Child Care Gap Funding Program. The modification revises the budget by decreasing the contract amount to better reflect the number of children eligible to be served with state-funded scholarships, renews the contract term, updates the child care rate sheet to maintain alignment between Raising Travis County's rates and the State's rates for some age groups, and adds two new output measures to collect data on children and child care programs continuing to receive gap funding payments in the program's second year.

Background: Texas Workforce Commission (effective 10/1/26) approved funding formula changes that resulted in a decrease in the number of children receiving state-funded scholarships annually through Workforce Solutions. These changes also increased the state's scholarship reimbursement rates to Workforce Solutions, thereby narrowing the "gap" between the state's scholarship rates and Raising Travis County's rates.

On October 7, 2025 the Court approved Interlocal Agreement 4600001073 to fund the Child Care Gap Funding Payment program and increase quality and/or capacity of child care providers. On November 5, 2024, Travis County voters approved a 2.5 cent tax rate increase per \$100 valuation to increase access to affordable and high-quality child care and afterschool/summer programming and related services for low-income families and develop and administer related workforce and economic development programs. On May 20, 2025, the Commissioners Court approved the Health and Human Services (HHS) Department to proceed with the short-term investment plan for the Voter Approved Child Care and Out of School Time Fund. The plan will 1) expand the number of child care and out of school time scholarships funded through Workforce Solutions; 2) expand existing contracts and services for HHS Early Childhood and Youth Development contracts that meet criteria; 3) negotiate Interlocal Agreements (ILAs) with School Districts with high number or percentage of economically disadvantaged students for child care and/or afterschool and summer services; 4) consider City of Austin interlocal agreements that could be used to expand childcare and afterschool care with providers; and 5) consider any mechanism to provide gap funding to make providers whole given the true cost of child care.

AGENDA REQUEST & BACKUP MATERIALS DEADLINE: Agenda requests and backup materials must be submitted in PDF format via email to agenda@traviscountytexas.gov by **12 noon on Tuesday** in order to be considered for inclusion in the following week's voting session.

Revised 17-12-05

Issues and Opportunities: N/A

Current Contract Term: October 1, 2025, to September 30th, 2026

Contract Renewal Term: October 1, 2025 to September 30th, 2027.

Current Contract Amount: \$5,156,116.

Revised Contract Amount \$5,000,000.

Budgetary and Fiscal Impact: The funds are in the FY27 HHS Raising Travis County budget, a fund reservation will be issued once the FY27 Budget is approved.

Required Authorizations: Judge Andy Brown

AGENDA REQUEST & BACKUP MATERIALS DEADLINE: Agenda requests and backup materials must be submitted in PDF format via email to agenda@traviscountytx.gov by **12 noon on Tuesday** in order to be considered for inclusion in the following week's voting session.

Revised 17-12-05

**MODIFICATION NO. 2 OF THE INTERLOCAL COOPERATION AGREEMENT
BETWEEN TRAVIS COUNTY AND WORKSOURCE – GREATER AUSTIN AREA
WORKFORCE BOARD DBA WORKFORCE SOLUTIONS - CAPITAL AREA
WORKFORCE BOARD FOR CHILD CARE GAP FUNDING PAYMENTS**

This Modification No. 2 ("Modification") of the Interlocal Cooperation Agreement for Child Care Gap Funding Payments ("Agreement" or "Contract") is entered into between the following Parties: Travis County, a political subdivision of the State of Texas ("County") and Workforce Solutions - Capital Area Workforce Board, a local workforce development board created under Tex. Gov't Code Section 2308.253, and a Texas non-profit organization ("Contractor") (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into the Agreement to provide Child Care Gap Funding Payments with the initial term beginning September 1, 2025, and ending September 30, 2026 ("Initial Term"); and

WHEREAS, pursuant to Section 2.2 of the Agreement, the Agreement will automatically renew for a twelve-month term beginning October 1, 2026, through September 30, 2027 ("2027 Renewal Term");

WHEREAS, pursuant to Section 3.1 of the Agreement, any changes, modifications, alterations, additions, or deletions to the terms of the Agreement will be made in writing and signed by both Parties; and

WHEREAS, the Parties now desire to amend the Agreement to reflect mutually agreed upon changes in the terms;

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to amend the Agreement as follows:

1.0 AMENDMENT

1.1 The Parties hereby agree to amend Sections 4.2.1 and 4.2.2 of the Agreement by deleting them in their entirety and replacing them to read as follows:

- 4.2.1 Attachment A FY'27 Program Work Statement
- 4.2.2 Attachment B FY'27 Program Budget
- 4.2.2.1 Attachment B-1 FY27 Addendum B-1 Rate Sheet

The remainder of Section 4.2 remains the same.

1.2 The Parties hereby agree to amend Section 5.1 by deleting it in its entirety and replacing it to read as follows:

5.1 Contract Funds Amount. During each Contract Term, County will make available for payment to Contractor for the services provided pursuant to the terms of this Contract, the Contract Funds, referenced in Attachment B, FY'27 Program Budget, in an amount not to exceed:

\$5,000,000.00

1.3 The Parties hereby agree to amend the Agreement by deleting Attachment A, entitled "Program Work Statement" in its entirety and replacing it with Attachment A, entitled "FY'27 Program Work Statement."

1.4 The Parties hereby agree to amend the Agreement by deleting Attachment B, entitled "FY'26 Program Budget" in its entirety and replacing it with Attachment B, entitled "FY'27 Program Budget."

1.5 The Parties hereby agree to amend the Agreement by adding Attachment B-1, entitled "FY'27 Rate Sheet" to Attachment B, entitled "FY'27 Program Budget."

All other attachments not amended under this Section 1.0 shall remain in full force and effect. The attachments referred to in this Section 1.0 are included in this Modification as Exhibit 1, and are hereby made a part of the Agreement, as amended, and constitute promised performances by Contractor in accordance with the terms of the Agreement, as amended.

2.0 INCORPORATION

2.1 County and Contractor thereby incorporate the Contract, as amended, into this Modification. Except for the changes made in this Modification, County and Contractor hereby ratify all the terms and conditions of the Agreement, as amended. The Agreement, as amended, with the changes made in this Modification constitutes the entire agreement between the Parties with respect to the subject matter as described in the Agreement, as amended, and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

3.0 EFFECTIVE DATE

3.1 This Modification is effective October 1, 2026 when it is approved and signed by both Parties. The Agreement, as amended, shall remain in full force and effect, being hereby ratified, approved, and affirmed, until it either expires pursuant to its own terms, or is further modified or terminated in writing by the Parties.

4.0 RATIFICATION

4.1 The Parties agree to ratify the provision of services under this Agreement from October 1, 2026, to the date of execution by all Parties of this Modification.

[Signature Page to Follow]

CONTRACTOR: WORKFORCE SOLUTIONS-CAPITAL AREA WORKFORCE BOARD

By: DocuSigned by:
Yael Lawson
522E07AAE80C4C9
Its Duly Authorized Agent

Printed Name: Yael Lawson

Title: CEO

Date: 9/3/2026

TRAVIS COUNTY

By: Andy Brown Date: _____
Travis County Judge

County Approvals:

As to Legal Form: _____ Date: _____
Assistant County Attorney

Funds Certified by: _____ Date: _____
Patti Smith, County Auditor

EXHIBIT 1
Attachment A
FY'27 Program Work Statement

FY'27 PROGRAM WORK STATEMENT

1. Program Information

Legal agency name and program name:

- a. Agency name: Workforce Solutions Capital Area Workforce Board ("WFS" or "Contractor")
- b. Program name: Raising Travis County Gap Funding Payments ("Program")
- c. Issue area: Early Childhood Services
- d. Service type: Child Care Gap Funding Payments ("Services")

2. Background *Historical information relevant to this contract:*

This Contract is a direct negotiation for an Interlocal Agreement ("ILA") funded with voter-approved child care and out of school time funds.

3. Definitions

- a. "Services" means the Child Care Gap Funding Payments funded by Travis County through Raising Travis County.
- b. "Program" means the Raising Travis County Gap Funding Payment program, funded by Travis County.
- c. "CCS" or "Child Care Services" means the child care scholarship program managed by TWC (defined below) and funded by federal CCDF (defined below) or the Texas Department of Family and Protective Service ("DFPS").
- d. "TX3C" or "Texas Child Care Connection" is a child care case management system required by CCS for both parents and child care providers.
- e. "TX3C Parent Central" is an online site that allows families to easily find childcare providers tailored to their needs and location, check their eligibility, submit a financial aid application, and submit required proof of eligibility documentation for CCS.
- f. "TWC" means the Texas Workforce Commission, a statewide governmental agency that manages the CCS program through its local workforce boards.
- g. "TRS" means Texas Rising Star, a quality rating and improvement system for CCS program providers. All child care programs serving children in the CCCS program must participate in TRS and may have one of 4 designations (Entry Level, Two-Star certified, Three-Star certified, or Four-Star certified).
- h. "COC" means Continuity of Care which is a locally funded temporary child care scholarship program that provides child care to families who are losing their CCDF (defined below) or Raising Travis County funded scholarship due to a program violation or are eligible and on the waitlist with no funding available.
- i. "CCDF" means the Child Care and Development Fund which is a federal funding source that pays for child care for low-income families.
- j. "Waitlist" is the list of applicants who have completed a pre-screen process and appear to be eligible for CCS.
- k. "Raising Travis County" or "CCOST" means voter approved Child Care and Out of School Time funds collected and distributed by Travis County through Travis County Health and Human Services.
- l. "WFS" or "WFSCA" means Workforce Solutions Capital Area, also referred to as the "Contractor" within this Contract, a local workforce development board charged by TWC with overseeing service delivery for Child Care Services in Travis County.
- m. "Baker Ripley" refers to the Subcontractor hired by WFSCA that oversees the service delivery of the Child Care Services program.

- n. "Contracted Provider(s)" refers to a licensed/registered child care center or program that has an active agreement with CCS and have meets the TRS standards for a TRS designation.
- o. "Child Care Provider Maximum Rate(s)" are the highest possible rate(s) set by the Texas Workforce Commission and paid by the Contractor to the Contracted Provider for the provision of CCS services.
- p. "Child Care Provider Rates" are the rates paid to the Contracted Provider based on TWC methodology of paying the Contracted Provider's published rate or the Child Care Provider Maximum Rate, whichever one is lower.
- q. "Travis County Child Care Quality Rate(s)" are negotiated rates between Travis County and the Contractor that address the true cost of providing high-quality child care. Paying higher rates incentivizes Child Care Providers to offer slots for scholarship recipients. By paying higher rates, Child Care Providers can add capacity, pay sufficiently for costs, and increase wages and benefits.
- r. "Gap Funding Payments" are payments made to Contracted Providers to cover the difference between the Child Care Provider Rates and Travis County Child Care Quality Rates.
- s. "Scholarship Child" or "Client" is a child who receives CCS or COC services
- t. "Scholarship Payments" are payments made to a Contracted Provider for the provision of CCS or COC services to a Scholarship Child.
- u. "Authorization for Care" is approval to pay Contracted Provider for care to a Scholarship Child.
- v. "Population" refers to all eligible children ages zero (0) through three (3) enrolled in CCS or CoC programs for whom Contracted Providers are receiving Gap Funding Payments.

4. Program Goals

Contractor shall meet the following Program goals:

- a. Travis County goal(s) that the Program will address:
 - ☐ Increase access to child care.
 - ☐ Increase access to afterschool or summer programs.
 - ☒ Increase quality and/or capacity of child care and/or out of school time providers.
- b. Brief description of the Program's purpose and Service goals:
 The purpose of this Program is to make Gap Funding Payments to cover the difference between the Child Care Provider Rates and Travis County Child Care Quality Rates for Contracted Providers currently receiving Scholarship Payments for enrolled children zero (0) through three (3) years of age.

5. Target Population

Contractor shall target Services to the following target population(s) in Travis County, including any applicable subpopulations and/or geographic areas:

Child care centers/providers, located in Travis County, who provide Child Care Services or Continuity of Care Services to enroll children ages zero (0) through three (3), from families with household income under eighty-five percent (85%) state median income (SMI), and who reside in Travis County.

6. Client Eligibility

Contractor shall apply the following eligibility criteria to clients in order to receive Services in the Program funded by Travis County ("Clients"):

Child care center/provider must meet eligibility criteria in both Table A and B in order to qualify for Services.

A. Child Care Center Eligibility		
Eligibility Requirement	Description of Criteria	Verification Method
Location	Child care center must be located within Travis County	Physical address at which the Contracted Provider is providing services as listed in the Provider Agreement
Provider Agreement	Child care center/provider must have an active signed provider agreement to receive CCS payments from WFS.	Contracted Provider Agreement is on file and includes documentation that ensures child care center/provider meets requirements as stated in Section F-101 of the Child Care Services guide. ¹

B. Children enrolled and eligible for Gap Funding Payment		
Eligibility Requirement	Description of Criteria	Verification Method
Ages	Child must be between the ages of zero (0) through three (3)	Birth certificate, US passport, hospital record, school records/identification cards, or other acceptable document outlined in TWC's Documentation Log.
Scholarship Recipient	Children must be currently enrolled and eligible to receive Scholarship Payments from Contractor's CCS or COC Program.	Client File with the most recent client eligibility determination status in alignment with COC Program eligibility as stated in COC Contract or with CCS program eligibility as stated in the Child Care Services Guide.

7. Service Delivery

Contractor shall deliver Services as described below:

Service provision process, including description of service delivery model and duration of services.

Contractor shall ensure that Subcontractor makes Gap Funding Payments to Contracted Providers for services provided to children ages zero (0) through three (3) receiving scholarships through Contractor's CCS or COC programs.

Payment Eligibility and Calculation

- Eligibility Population: Contractor shall ensure that Subcontractor makes Gap Funding Payments to Contracted Providers for CCS or COC Scholarship children ages zero (0) through three (3), who are in the following age groups:
 - Infant 1: Infants aged birth through eleven (11) months.
 - Infant 2: Infants aged twelve (12) through seventeen (17) months.
 - Toddler 1: Toddlers aged eighteen (18) through twenty-three (23) months.

¹ [Child Care Services Guide](#)

- Toddler 2: Toddlers aged two (2) years.
- Preschool 1: Preschool children aged three (3) years.
- Payment Source: Contractor shall ensure that Subcontractor will utilize the bi-weekly payment report, which details all payments made to Contracted Providers for CCS or COC Scholarship Children, to determine eligibility for Gap Funding Payments.
- Gap Funding Payment Calculation: To calculate the Gap Funding Payment, Contractor shall ensure that Subcontractor will take the number of days a CCS or COC Scholarship Child is authorized for care in the bi-weekly payment report. The Gap Funding Payment itself is the difference between the Child Care Provider Rate and Travis County Child Care Quality Rate for that specific age category, Texas Rising Star level, and provider type. (See Addendum B-1, entitled “Rate Sheet” for Travis County Child Care Quality Rates).

Payment Schedule and Process

- Payment Frequency: Contractor shall ensure Subcontractor will issue Gap Funding Payments on a bi-weekly basis.
- Payment Discontinuation: Contractor shall ensure Subcontractor will automatically cease Gap Funding Payments when a CCS or COC Scholarship Child no longer appears on the bi-weekly payment report. This occurs when a child is no longer authorized for care with a Contracted Provider.

Payment Adjustments

Contractor shall ensure that the Contracted Provider will be entitled to keep the full Gap Funding Payment they were projected to receive if there is an active authorization of one (1) day or more in place for the service period.

Contractor shall provide copies of Contractor’s and/or Subcontractor’s policies and procedures to Travis County upon request.

8. Service Quality

Contractor may use the following program design rationale, including any evidence-base, research-base, best practice, or promising practice, quality standards, in delivering Services:

Texas Workforce Commission maximum rates do not provide adequate funding to child care centers/providers that match the true cost of quality child care in Travis County. When paid rates are closer to actual quality costs, providers are incentivized to offer more child care slots to families receiving scholarships.

The Children’s Funding Project Work Group recommended implementation of the proposed strategies for the voter approved Child Care and Out of School Time fund that reflect higher rates that address the true cost of providing quality care.

9. Program Staffing

Contractor shall maintain staffing to meet Service Quality and Service Delivery goals stated in Sections 7 and 8 of this Program Work Statement, respectively, and in a manner that supports the Program. Contractor will ensure that the minimum standards for employment with their agency is met, including but not limited to credentials, certifications, degrees or years of experience. Contractor will be required to provide a staff list including job descriptions, job titles, qualifications, and number of positions as requested by the County.

Contractor and Subcontractor staff from Workforce Solutions Contract No. 4600001072 will perform the work required to process the Child Care Gap Funding Payments for this Contract No. 4600001073 with Workforce Solutions.

10. Performance Measures

Contractor shall report the following performance measures and make a good faith effort as determined solely by Travis County to achieve the following performance goals:

a. Output Performance Measures:

Output Measure	Total Annual Goal	Quarters Reported*
1. Number of continuing children, ages zero (0) through three (3) enrolled in CCS or CoC programs for whom Contracted Providers are receiving Gap Funding Payments	Baseline	☒ 1 ☒ 2 ☒ 3 ☒ 4
2. Number of continuing Contracted Providers receiving Gap Funding Payments	Baseline	☒ 1 ☒ 2 ☒ 3 ☒ 4
3. Number of new unduplicated children, ages zero (0) through three (3) enrolled in CCS or CoC programs for whom Contracted Providers are receiving Gap Funding Payments	Population	☒ 1 ☒ 2 ☒ 3 ☒ 4
4. Number of new unduplicated Contracted Providers receiving Gap Funding Payments	Population	☒ 1 ☒ 2 ☒ 3 ☒ 4

*Q1 is Oct 1–Dec 31; Q2 is Jan 1–Mar 31; Q3 is Apr 1–Jun 30; Q4 is Jul 1–Sep 30.

Rationale for any output reporting exceptions if applicable:

b. Supplemental Measures

Output Measure	Total Annual Goal	Quarters Reported
1. Number of Clients served through Gap Funding Payment by provider quality designation	No goal/reporting only	☒ 1 ☒ 2 ☒ 3 ☒ 4
2. Number of child care centers receiving Gap Funding Payment by quality rating	No goal/reporting only	☒ 1 ☒ 2 ☒ 3 ☒ 4
3. Number of child care centers no longer eligible to receive Gap Funding Payment due to termination of provider contract with WFS	No goal/reporting only	☒ 1 ☒ 2 ☒ 3 ☒ 4
4. Number of Clients served in category Infant 1: ages zero (0) through eleven (11) months	No goal/reporting only	☒ 1 ☒ 2 ☒ 3 ☒ 4
5. Number of Clients served in category Infant 2: ages twelve (12) through seventeen (17) months	No goal/reporting only	☒ 1 ☒ 2 ☒ 3 ☒ 4
6. Number of Clients served in category Toddler 1: ages eighteen (18) through twenty-three (23) months	No goal/reporting only	☒ 1 ☒ 2 ☒ 3 ☒ 4
7. Number of Clients served in category Toddler 2: ages twenty-four (24) through thirty-five (35) months	No goal/reporting only	☒ 1 ☒ 2 ☒ 3 ☒ 4
8. Number of Clients served in category Preschool 1: age three (3) years	No goal/reporting only	☒ 1 ☒ 2 ☒ 3 ☒ 4

Rationale for any outcome reporting exceptions if applicable:

c. Deliverables:

Deliverable	Quarters Submitted*
1. Communications plan for informing Contracted Providers about the Gap Funding Payment program, including: expectation they will participate in surveys and/or third-party evaluation, pilot nature of the rates and potential for future changes to the rates and/or Program	☒ 1 ☐ 2 ☐ 3 ☐ 4
2. List of Contracted Providers receiving Gap Funding Payments and the number of scholarship children served by each Contracted Provider	☐ 1 ☒ 2 ☐ 3 ☒ 4

*Q1 is Oct 1–Dec 31; Q2 is Jan 1–Mar 31; Q3 is Apr 1–Jun 30; Q4 is Jul 1–Sep 30.

d. *Demographic and Geographic Reporting*

Additional Reporting: Aggregated Client data elements	Included in Performance Reporting (Yes/No/Partial)	Notes
1. ZIP code	Yes	
2. Race/ethnicity	Partial	Disclosure by Client is optional.
3. Age	Yes	
4. Gender	Yes	
5. Household income level (% SMI)	Yes	
6. Service Address Locations	Yes	Locations of Contracted Providers receiving Gap Funding Payments.

11. Program Data Management

To support Service delivery and performance reporting, Contractor shall utilize the following tools, processes, and information systems to collect and manage Program data:

Data/Information System, Source, or Process	Description (brief summary of functions/uses)
TXC3	Database used to track enrollments, capture payment information, document counselor notes, collect demographic information and other data relevant to the program’s overall service delivery and performance.
CLI Engage	Texas Rising Star Certification, probations, impacts, entry level designation and suspension status; includes star level and eligibility dates.
Texas HHS Child Care Licensing Website	State website used to confirm address (including county), permit number, type and issue date; used to track licensing deficiencies and verify programs are in good standing with the Texas Health and Human Services Commission (“HHSC”).

For County staff use only:

Date of initial contract start:	September 1, 2025
Date work statement revised (if applicable):	August 4, 2026
Date work statement revised (if applicable):	
Date work statement revised (if applicable):	
Date work statement revised (if applicable):	

EXHIBIT 1
Attachment B
FY'27 Program Budget

PROGRAM BUDGET

for Social Service Contract funded by Travis County

Date: 8/7/2026			
Agency Name:	Workforce Solutions Capital Area Board		
Program Name:	RTC Child Care Contract GAP FUNDING		
LINE ITEM EXPENSE	Travis County Funds	Other Sources of Funding	Total Program Budget (ALL funding sources)
PERSONNEL			
Administrative Salaries			0
Program Salaries			0
Fringe Benefits			0
A. SUBTOTALS: PERSONNEL	-	-	-
OPERATING EXPENSES			
Office Supplies			0
Rent/Office Space			0
Telephone and Network Costs			0
Utilities			0
Audit			0
Insurance			0
Advertising			0
Storage			0
Postage			0
Subcontractors/Consultants -BakerRipley	5,000,000		5,000,000
Travel - within Travis County			0
Travel - out of County (will require prior approval)			0
Other (Specify) General Operations			0
B. SUBTOTALS: OPERATING EXPENSES	5,000,000	-	5,000,000
DIRECT CLIENT ASSISTANCE			
Food Assistance			0
Financial Assistance			0
Transportation Assistance			0
Rent Assistance			0
Child Care Assistance			0
Tuition Assistance			0
Other (Specify)			0
Other (Specify)			0
C. SUBTOTALS: DIRECT CLIENT ASSISTANCE	-	-	0
D. INDIRECT COST RATE (MTDC)			
TOTAL PROGRAM BUDGET (A + B + C+ D)	5,000,000	-	5,000,000
PERCENT SHARE of Total for Funding Sources	100.00%	0.00%	100.00%

EXHIBIT 1
Addendum B-1
FY'27 Rate Sheet

Addendum B-1 FY'27 Rate Sheet

Travis County Child Care Quality Daily Rates

Updated & Effective October 1, 2026

Key:

LC = Licensed Center

LCCH = Licensed Childcare Home

RCCH = Registered Childcare Home

Note: Travis County Child Care Quality Rates and Gap Funding Payments are applicable only to children ages 0 – 3. For children ages 4 and older, providers will be reimbursed at the Child Care Provider Rate.

Pay Rate by age, facility type, and quality rating	Travis County Child Care Quality Daily Rates, Full- Time Care	Travis County Child Care Quality Daily Rates, Part- Time Care
Infant 1, 0 – 11 months		
LC, 12 – Texas Rising Star 4 Star	96.96	84.35
LC, 10 – Texas Rising Star 3 Star	92.11	80.14
LC, 8 – Texas Rising Star 2 Star	78.95	68.69
LC, 1 – Regular Day Care	75.18	65.41
LCCH, 12 – Texas Rising Star 4 Star	73.26	65.93
LCCH, 10 – Texas Rising Star 3 Star	72.95	65.66
LCCH, 8 – Texas Rising Star 2 Star	72.95	65.66
LCCH, 1 – Regular Day Care	72.72	65.44
RCCH, 12 – Texas Rising Star 4 Star	69.59	61.24
RCCH, 10 – Texas Rising Star 3 Star	69.30	60.99
RCCH, 8 – Texas Rising Star 2 Star	69.30	60.99

RCCH, 1 – Regular Day Care	69.08	60.79
Infant 2, 12 – 17 months		
LC, 12 – Texas Rising Star 4 Star	96.96	84.35
LC, 10 – Texas Rising Star 3 Star	92.11	80.14
LC, 8 – Texas Rising Star 2 Star	78.95	68.69
LC, 1 – Regular Day Care	75.18	65.41
LCCH, 12 – Texas Rising Star 4 Star	73.26	66.66
LCCH, 10 – Texas Rising Star 3 Star	72.95	66.38
LCCH, 8 – Texas Rising Star 2 Star	72.95	66.38
LCCH, 1 – Regular Day Care	72.72	66.17
RCCH, 12 – Texas Rising Star 4 Star	69.59	63.32
RCCH, 10 – Texas Rising Star 3 Star	69.30	63.06
RCCH, 8 – Texas Rising Star 2 Star	69.30	63.06
RCCH, 1 – Regular Day Care	69.08	62.86
Toddler 1, 18 – 23 months		
LC, 12 – Texas Rising Star 4 Star	76.25	67.10
LC, 10 – Texas Rising Star 3 Star	72.44	63.85
LC, 8 – Texas Rising Star 2 Star	68.68	62.59
LC, 1 – Regular Day Care	65.40	59.60
LCCH, 12 – Texas Rising Star 4 Star	73.26	64.47
LCCH, 10 – Texas Rising Star 3 Star	72.95	64.20
LCCH, 8 – Texas Rising Star 2 Star	72.95	64.20
LCCH, 1 – Regular Day Care	72.72	63.99
RCCH, 12 – Texas Rising Star 4 Star	69.59	61.93
RCCH, 10 – Texas Rising Star 3 Star	69.30	61.67

RCCH, 8 – Texas Rising Star 2 Star	69.30	61.67
RCCH, 1 – Regular Day Care	69.08	61.48
Toddler 2, 24 – 35 months		
LC, 12 – Texas Rising Star 4 Star	76.25	67.10
LC, 10 – Texas Rising Star 3 Star	72.44	63.74
LC, 8 – Texas Rising Star 2 Star	68.05	62.17
LC, 1 – Regular Day Care	64.80	59.20
LCCH, 12 – Texas Rising Star 4 Star	73.26	64.70
LCCH, 10 – Texas Rising Star 3 Star	72.95	63.42
LCCH, 8 – Texas Rising Star 2 Star	72.95	62.74
LCCH, 1 – Regular Day Care	72.72	62.54
RCCH, 12 – Texas Rising Star 4 Star	69.59	61.93
RCCH, 10 – Texas Rising Star 3 Star	69.30	61.67
RCCH, 8 – Texas Rising Star 2 Star	69.30	61.67
RCCH, 1 – Regular Day Care	69.08	61.48
Preschooler, 3 years		
LC, 12 – Texas Rising Star 4 Star	68.42	58.80
LC, 10 – Texas Rising Star 3 Star	67.07	57.64
LC, 8 – Texas Rising Star 2 Star	65.74	56.50
LC, 1 – Regular Day Care	62.60	53.80
LCCH, 12 – Texas Rising Star 4 Star	73.26	63.00
LCCH, 10 – Texas Rising Star 3 Star	72.95	62.74
LCCH, 8 – Texas Rising Star 2 Star	72.95	62.74
LCCH, 1 – Regular Day Care	72.72	62.54
RCCH, 12 – Texas Rising Star 4 Star	69.59	60.54

RCCH, 10 – Texas Rising Star 3 Star	69.30	60.29
RCCH, 8 – Texas Rising Star 2 Star	69.30	60.29
RCCH, 1 – Regular Day Care	69.08	60.10



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Consider and take appropriate action to approve modification to Interlocal Agreement No. 4600001072 with Worksource – Greater Austin Area Workforce Board DBA Workforce Solutions – Capital Area Workforce Board, for the provision of Child Care Scholarships. (Judge Brown & Commissioner Travillion)

Prepared By/Phone Number: Cindy Gamez, Planning Manager,

Elected/Appointed Official or Department Head: Pilar Sanchez

Commissioners Court Sponsor(s): Judge Brown and Commissioner Travillion

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740.

Background/Summary of Request:

On October 7, 2025, the Court approved Interlocal Agreement 4600001072 to fund the RTC Direct Care Scholarship program and expand access to affordable, quality full-time care for families with low incomes that have children ages zero (0) through three (3), and/or school age children needing part-time child care during afterschool and/or summer. On November 5, 2024, Travis County voters approved a 2.5 cent tax rate increase per \$100 valuation to increase access to affordable and high-quality child care and afterschool/summer programming and related services for low-income families and develop and administer related workforce and economic development programs. On May 20, 2025, the Commissioners Court approved the Health and Human Services (HHS) Department to proceed with the short-term investment plan for the Voter Approved Child Care and Out of School Time Fund. The plan will 1) expand the number of child care and out of school time scholarships funded through Workforce Solutions; 2) expand existing contracts and services for HHS Early Childhood and Youth Development contracts that meet criteria; 3) negotiate Interlocal Agreements (ILAs) with School Districts with high number or percentage of economically disadvantaged students for child care and/or afterschool and summer services; 4) consider City of Austin interlocal agreements that could be used to expand childcare and afterschool care with providers; and 5) consider any mechanism to provide gap funding to make providers whole given the true cost of child care.

Staff Recommendations:

HHS Staff is recommending approval of modification to Interlocal Agreement No. 4600001072 with Workforce Solutions (WFS) for the provision of Child Care Scholarships. The modification will increase the contract amount, extend the contract term and update the work statement and budget to reflect changes in the delivery service for the Raising Travis County (RTC) Direct Care Scholarship Program. A budget increase is needed to add funding for 500 additional childcare scholarships for a total of 1500 children served. The modification also adds two priority groups to include

families with children ages zero to three receiving services through Department of Family and Protective Services (DFPS) or who are on a sibling waitlist and updates the child care rate sheet to maintain alignment between Raising Travis County's rates and the State's rates for some age groups.

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

Funds in the amount of \$26,600,371 are in the HHS Raising Travis County budget FY27. A fund reservation will be provided once the FY27 budget is approved.

Required Authorizations:

Judge Andy Brown

Attachments:

1. Agenda Request Modification to ILA Agreement 4600001072_KD
2. WFS_RTC_Scholarships_ILA_No4600001072_Final_FY27_Renewal_WFS
Signed



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: 09/22/2026

Agenda Language: Consider and take appropriate action to approve modification to Interlocal Agreement No. 4600001072 with Worksource – Greater Austin Area Workforce Board DBA Workforce Solutions – Capital Area Workforce Board, for the provision of Child Care Scholarships. (Judge Brown and Commissioner Travillion).

Prepared By/Phone Number: San Juana Gonzales / 512-854-4122.

Elected/Appointed Official or Department Head: Pilar Sanchez, County Executive for Health and Human Services.

Commissioners Court Sponsor(s): Judge Brown and Commissioner Travillion.

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740.

Summary and Staff Recommendations: HHS Staff is recommending approval of modification to Interlocal Agreement No. 4600001072 with Workforce Solutions (WFS) for the provision of Child Care Scholarships. The modification will increase the contract amount, extend the contract term and update the work statement and budget to reflect changes in the delivery service for the Raising Travis County (RTC) Direct Care Scholarship Program. A budget increase is needed to add funding for 500 additional childcare scholarships for a total of 1500 children served. The modification also adds two priority groups to include families with children ages zero to three receiving services through Department of Family and Protective Services (DFPS) or who are on a sibling waitlist and updates the child care rate sheet to maintain alignment between Raising Travis County's rates and the State's rates for some age groups.

Background: On October 7, 2025, the Court approved Interlocal Agreement 4600001072 to fund the RTC Direct Care Scholarship program and expand access to affordable, quality full-time care for families with low incomes that have children ages zero (0) through three (3), and/or school age children needing part-time child care during afterschool and/or summer. On November 5, 2024, Travis County voters approved a 2.5 cent tax rate increase per \$100 valuation to increase access to affordable and high-quality child care and afterschool/summer programming and related services for low-income families and develop and administer related workforce and economic development programs. On May 20, 2025, the Commissioners Court approved the Health and Human Services (HHS) Department to proceed with the short-term investment plan for the Voter Approved Child Care and Out of School Time Fund. The plan will 1) expand the number of child care and out of school time scholarships funded through Workforce Solutions; 2) expand existing contracts and services for HHS Early Childhood and Youth Development contracts that meet criteria; 3) negotiate Interlocal Agreements (ILAs) with School Districts with high number or percentage of economically disadvantaged students for child care and/or afterschool and summer services; 4) consider City of Austin interlocal agreements that could be used to expand childcare and afterschool care with providers; and 5) consider any mechanism to provide gap funding to make providers whole given the true cost of child care.

Issues and Opportunities: N/A

AGENDA REQUEST & BACKUP MATERIALS DEADLINE: Agenda requests and backup materials must be submitted in PDF format via email to agenda@traviscountytexas.gov by **12 noon on Tuesday** in order to be considered for inclusion in the following week's voting session.

Revised 17-12-05

Current Contract Term: October 1, 2025, to September 30th, 2026.

Revised Contract Term: This Contract shall automatically renew on October 1, 2026, for an additional twelve (12) months (each a “Renewal Term”) with renewals ending on September 30, 2030.

Current Contract Amount: \$16,339,159.

Revised Contract Amount: \$26,600,371.

Budgetary and Fiscal Impact: The funds are in the HHS Raising Travis County budget FY27, a fund reservation will be provided once the FY27 budget is approved.

Required Authorizations: Judge Andy Brown

**MODIFICATION NO. 3 OF THE INTERLOCAL COOPERATION AGREEMENT
BETWEEN TRAVIS COUNTY AND WORKSOURCE – GREATER AUSTIN
AREA WORKFORCE BOARD DBA WORKFORCE SOLUTIONS – CAPITAL
AREA WORKFORCE BOARD FOR DIRECT CARE SCHOLARSHIP PROGRAM
SERVICES**

This Modification No. 3 ("Modification") of the Interlocal Cooperation Agreement ("Agreement" or "Contract") for the provision of Direct Care Scholarship Program Services is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County"), and Workforce Solutions – Capital Area Workforce Board, a local workforce development board created under Tex. Gov't Code Section 2308.253, and a Texas non-profit organization ("Contractor") (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into the Agreement to provide Direct Care Scholarship Program Services with the initial term beginning October 1, 2025, and ending September 30, 2026 ("Initial Term"); and

WHEREAS, pursuant to Section 2.2 of the Agreement, the Agreement will automatically renew for a twelve-month term beginning October 1, 2026, through September 30, 2027 ("2027 Renewal Term"); and

WHEREAS, pursuant to Section 3.1 of the Agreement, any changes, modifications, alterations, additions, or deletions to the terms of the Agreement will be made in writing and signed by both Parties; and

WHEREAS, the Parties now desire to amend the Agreement to reflect mutually agreed upon changes in the terms;

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to amend the Agreement as follows:

1.0 AMENDMENT

1.1 The Parties hereby agree to amend Section 2.2.1 of the Agreement by deleting it in its entirety and replacing it to read as follows:

2.2.1 Renewal Provisions. This Contract shall automatically renew on October 1, 2026, for an additional twelve (12) months (each a "Renewal Term") with renewals ending on September 30, 2030. Each Contract Term will be with the understanding that all terms and conditions remain unchanged and in full force and effect, unless this Contract is specifically amended pursuant to this Contract.

1.2 The Parties hereby agree to amend Sections 4.2.1 and 4.2.2 of the Agreement by deleting them in their entirety and replacing it to read as follows:

4.2.1 Attachment A FY'27 Program Work Statement

- 4.2.2 Attachment B FY'27 Program Budget
 - 4.2.2.1 Addendum B-1 FY'27 Rate Sheet
 - 4.2.2.2 Addendum B-2 Rural Capital Area Rate Sheet

The remainder of Section 4.2 remains the same.

1.3 The Parties hereby agree to amend Section 5.1 by deleting it in its entirety and replacing it to read as follows:

5.1 Contract Funds Amount. During each Contract Term, County will make available for payment to Contractor for the services provided pursuant to the terms of this Contract, the Contract Funds, referenced in Attachment B, FY'27 Program Budget, in an amount not to exceed:

\$ 26,600,371

1.4 The Parties hereby agree to amend the Contract by deleting Attachment A, entitled "FY'26 Program Work Statement" in its entirety and replacing it with Attachment A, entitled "FY'27 Program Work Statement."

1.5 The Parties hereby agree to amend the Contract by deleting Attachment B, entitled "FY'26 Program Budget" in its entirety and replacing it with Attachment B, entitled "FY'27 Program Budget."

1.6 The Parties hereby agree to amend the Contract by adding Addendum B-1 to Attachment B, entitled "FY'27 Rate Sheet."

1.7 The Parties hereby agree to amend the Contract by adding Addendum B-2 to Attachment B, entitled "Rural Capital Area Rate Sheet."

All other attachments not amended under this Section 1.0 shall remain in full force and effect. The attachments referred to in this Section 1.0 are included in this Modification as Exhibit 1, and are hereby made a part of the Contract, as amended, and constitute promised performances by Contractor in accordance with the terms of the Contract, as amended.

2.0 INCORPORATION

2.1 County and Contractor thereby incorporate the Contract, as amended, into this Modification. Except for the changes made in this Modification, County and Contractor hereby ratify all the terms and conditions of the Agreement, as amended. The Agreement, as amended, with the changes made in this Modification constitutes the entire agreement between the Parties with respect to the subject matter as described in the Agreement, as amended, and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

3.0 EFFECTIVE DATE

3.1 This Modification is effective when it is approved and signed by both Parties. The Agreement, as amended, shall remain in full force and effect, being hereby ratified, approved, and affirmed, until it either expires pursuant to its own terms, or is further modified or terminated in writing by the Parties.

4.0 RATIFICATION

4.1 The Parties agree to ratify the provision of services under this Agreement from October 1, 2026, to the date of execution by all Parties of this Modification.

[Signature Page to Follow]

CONTRACTOR: WORKFORCE SOLUTIONS-CAPITAL AREA WORKFORCE BOARD

DocuSigned by:
By: Yael Lawson
522E07AAE80C4C9
Its Duly Authorized Agent

Printed Name: Yael Lawson

Title: CEO

Date: 9/3/2026

TRAVIS COUNTY

By: _____ Date: _____
Andy Brown
Travis County Judge

County Approvals:

As to Legal Form:

Assistant County Attorney Date: _____

Funds Verified by:

Patti Smith, County Auditor Date: _____

EXHIBIT 1
Attachment A
FY'27 Program Work Statement

PROGRAM WORK STATEMENT

1. Program Information

Legal agency name and program name:

- a. Agency name: Workforce Solutions Capital Area Workforce Board (“WFS” or “Contractor”)
- b. Program name: Raising Travis County Direct Care Scholarships (“Program”)
- c. Issue area: Early Childhood Services
- d. Service type: Child Care Scholarships (“Services”)

2. Background *Historical information relevant to this contract:*

This Agreement is a direct negotiation for an Interlocal Agreement (“ILA”) and is considered a short-term investment funded with Raising Travis County (“RTC”) funds.

Contractor will use the funding to provide transitional funding to allow for a pilot program that will enroll families from Contractor’s Waitlist into child care scholarships.

3. Definitions and abbreviations

- a. “Services” means the child care scholarships funded by Travis County through RTC.
- b. “Program” means the RTC Direct Care Scholarships Program, funded by Travis County.
- c. “CCS” or “Child Care Services” means the child care scholarship program managed by TWC and funded by federal CCDF (defined below).
- d. “TX3C” or “Texas Child Care Connection” is a child care case management system required by CCS for both parents and child care Contracted Providers.
- e. “TX3C Parent Central¹” is an online site that allows families to easily find childcare providers tailored to their needs and location, check their eligibility, submit a financial aid application, and submit required proof of eligibility documentation for CCS.
- f. “TWC” means the Texas Workforce Commission, a statewide governmental agency that manages the CCS program through its local workforce boards.
- g. “TRS” means Texas Rising Star, a quality rating and improvement system for CCS program providers. All child care programs serving children in the CCCS program must participate in TRS and may have one (1) of four (4) designations (Entry Level, Two-Star certified, Three-Star certified, or Four-Star certified).
- h. “COC” means Continuity of Care which is a locally funded temporary child care scholarship program that provides child care to families who are losing their CCDF (defined below) or RTC-funded scholarship due to a program violation or are eligible and on the Waitlist with no funding available.
- i. “CCDF” means the Child Care and Development Fund which is a federal funding source that pays for child care for low income families.²
- j. “Waitlist” is the list of applicants who have completed a pre-screen process and appear to be eligible for CCS.
- k. “Raising Travis County” or “RTC” means voter-approved Child Care and Out of School Time funds administered by Travis County Health and Human Services.
- l. “WFS” or “WFSCA” means Workforce Solutions Capital Area, also referred to as the “Contractor” within this Contract, a local workforce development board charged by the TWC with overseeing service delivery for CCS in Travis County.
- m. “BakerRipley” refers to the Subcontractor hired by WFSCA that oversees the service delivery of the CCS program.

¹ [TX3C Parent Central – TX3C Information Site](#)

² [bipartisanpolicy.org/download/?file=/wp-content/uploads/2020/06/Limitations_of_Market_Rate_Surveys_for_Child_Care_Brief_FINAL1.pdf](#)

- n. “Contracted Provider(s)” refers to a licensed/registered child care center or program that has an active agreement with CCS and meets the TRS standards for a TRS designation.
- o. “Child Care Provider Maximum Rate(s)” are the highest possible rate(s) set by the TWC and paid by the Contractor to the Contracted Provider for the provision of CCS services.³
- p. “Child Care Provider Rate(s)” are the rates paid to the Contracted Provider based on TWC methodology of paying the Contracted Provider’s published rate or the Child Care Provider Maximum Rate, whichever one is lower.
- q. “Travis County Child Care Quality Rate(s)” are negotiated rates between Travis County and the Contractor that reflect the true cost of providing high-quality child care. Paying higher rates incentivizes Child Care Providers to offer slots for scholarship recipients rather than to a family that may be able to pay a higher rate. By paying higher rates, Child Care Providers can add capacity, pay sufficiently for costs, and increase wages and benefits.
- r. “Gap Funding Payments” are payments made to Contracted Providers to cover the difference between the Child Care Provider Rates and Travis County Child Care Quality Rates.
- s. “Certification” refers to the process of confirming an individual’s eligibility and determining that individuals are eligible to receive a CCDF or COC scholarship. Certification is used to confirm an individual’s eligibility for 12 (twelve) months at a time.
- t. “Recertification” and “Recertified” refers to the process of reconfirming Client eligibility and determining that Clients are eligible to receive a CCDF or COC scholarship. Recertification is a process of collecting updated documentation to confirm Client eligibility. Once Recertified, a Client is eligible for scholarship for an additional 12 (twelve) months.
- u. Manual sibling waitlist refers to a list of siblings of child(ren) currently receiving services through CCDF who cannot join the Waitlist because their family is already receiving services or because enrollment for CCDF is closed.

4. Program Goals

Contractor shall meet the following Program goals:

- a. Contractor will address the following Travis County goal(s) through the Program:
 - ☒ Increase access to child care; and
 - ☒ Increase access to afterschool or summer programs.
- b. Brief description of the Program’s purpose and Service goals:
Contractor will ensure that the purpose of this Program is to expand access to affordable, quality full-time care for families with low income that have children ages zero (0) through three (3), and/or school age children needing part-time child care during afterschool and/or summer, as well as siblings.

5. Target Population

Contractor shall target Services to the following target population(s) in Travis County, including any applicable subpopulations and/or geographic areas:

Children, age zero (0) to three (3) and siblings under thirteen (13) years of age, from families currently on Contractor’s Waitlist with household income at or below eighty-five percent (85%) state median income (SMI), and who reside in Travis County.

6. Client Eligibility

Contractor shall apply the following eligibility criteria from Sections 6.A. and 6.B in order for individuals to be eligible to receive Services in the Program funded by Travis County (“Clients”):

³ [BCY24 Child Care Provider Payment Rates](#)

A. Client eligibility

Eligibility Requirement	Description of Criteria	Verification Method
Ages	The child is younger than thirteen (13) years of age or is a child with disabilities and is younger than nineteen (19) years of age.	Birth certificate, US passport, hospital record, school records/ID cards, or other acceptable document outlined in TWC's Documentation Log. Supplemental Security Income (SSI) benefits, Social Security Disability Insurance (SSDI) benefits, Texas Health and Human Services Commission's ("HHSC's") Early Childhood Intervention (ECI) Program, a Head Start program that identified the child as having a disability, public school special education services, including Early Childhood Special Education (ECSE).
Residency	Families must be residents of Travis County.	Residency verified by utility bill, lease or rental agreement, or government-issued photo identification, or public or housing assistance determination letter.
Income level	Families with household income at or below eighty-five percent (85%) SMI.	Verified by reviewing paycheck stubs, tax returns, social security earnings, public assistance determination letters.
Work/training Status	Families with parents/caregivers that require child care in order to work, job search, attend job training or an educational program, as defined by the TWC Guide.	Employment or income verification documents and/or School Verification documents that verify family is meeting participation requirements, as defined by the TWC Guide.
Benefits Cliff Child Care	Families who exceed the maximum allowable income of eighty-five percent (85%) SMI, up to a hundred percent (100%) SMI. Contractor shall spend a maximum of five percent (5%) of direct child care allocation on providing Benefits Cliff Child Care.	Income verification documents.
COC	Families who are transferred from the COC program, either mid-recertification cycle or at their scheduled annual recertification date.	Contractor will conduct a complete recertification for Clients transferred at time of Annual Recertification, to ensure Client meets eligibility criteria from Section 6.A of this Program Work Statement. For Clients transferred Mid-Recertification Cycle: Contractor shall use all eligibility documentation collected to confirm current eligibility period. Contractor shall also collect one (1) month of most recent paystubs, wage

		verification, or social security to verify Client meets income and participation requirements.
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B. Child Care Center eligibility

When Client is approved for Services through this Agreement, Client must select a Child Care Center that meets the following criteria:

Eligibility Requirement	Description of Criteria	Verification Method
Location	Child care center/provider must be located within Travis County: Contractor shall allow a maximum of twenty-five (25) eligible Clients to access child care services with a child care center/provider located outside of Travis County.	For child care center/providers located within Travis County: - Physical address at which the Contracted Provider is providing services as listed in the Provider Agreement. For child care center/providers located outside of Travis County: - Physical address at which the Contracted Provider is providing services as listed in the Shared Provider Agreement. - Documentation in Client case notes stating reason why Client requires the services of a child care center/provider located outside of Travis County.
Provider Agreement	Child care center/provider must have an active signed provider agreement to receive CCS payments from WFS.	Contracted Provider Agreement is on file and includes documentation that ensure child care center/provider meets requirements as stated in Section F-101 of the TWC Guide.

7. Prioritization

Contractor shall apply the following prioritization levels when verifying eligibility criteria and enrolling families to receive Services in the Program funded by Travis County ("Clients"):

Unless otherwise noted, Contractor will give priority to families currently on the Waitlist or manual sibling waitlist (or who would be on the manual sibling waitlist were it not exhausted) or to families whose care is at risk of ending due to the depletion of funds on their current scholarship funding source.

Contractor shall prioritize enrolling families off the Waitlist as follows:

- 1st Priority: Families with infants/toddlers ages zero (0) through three (3) at Program enrollment and their siblings; or
- 2nd Priority: Families with children ages four (4) through twelve (12) at Program enrollment needing care during afterschool hours and/or summer and their siblings.

Contractor will enroll families from the following additional eligible Client categories:

- Eligible families receiving services through COC.
- Eligible families with a child(ren) receiving services through CCDF who have a child(ren) ages zero (0) through three (3) on the manual sibling waitlist, or who have a child(ren) ages zero (0) through three (3) who would have been placed on the manual sibling waitlist were it not exhausted, who is not receiving services.

- Department of Family and Protective Services (DFPS) – Eligible families with a child(ren) ages zero (0) through three (3) receiving services through DFPS and their siblings; and eligible families with a child(ren) ages zero (0) through three (3) transferring from DFPS services and their siblings.
- Benefits Cliff Eligibility - Six (6) months of time-limited child care for families, currently enrolled in CCDF, COC, or RTC Scholarship, with income exceeding the maximum allowable income of eighty-five percent (85%) SMI, up to one hundred percent (100%) SMI (capped at five percent (5%) of total direct child care allocation); or
- Parents/Caregivers referred from workforce training partner programs (capped at five percent (5%) of Clients served, up to fifty (75) Clients).

8. Service Delivery

Contractor shall ensure delivery of Services as described below:

Contractor shall use the “Texas Workforce Commission’s Child Care Guide”⁴ (the “TWC Guide”) as a resource for determining Program policies. While the Contractor shall rely on the TWC Guide to inform decision-making about the Program, County nevertheless, has the right to approve all Program policies, as described in this Attachment A, Program Work Statement. Additionally, if there is a conflict between the TWC Guide and the requirements of this Attachment A, Program Work Statement, then the requirements of Attachment A, Program Work Statement supersede the TWC Guide. Contractor will ensure that this approach provides a supportive and accessible process for Travis County families while upholding uniform Program standards.

Contractor will contract with BakerRipley (Subcontractor) to provide Program Services. Contractor shall ensure Subcontractor delivers Services as described below:

a. Outreach methods:

- 1) **New enrollments.** Contractor shall ensure Subcontractor drives parents/caregivers to the TX3C Parent Central site as the public access point for families to get on the Waitlist. Contractor shall ensure Subcontractor has parents/caregivers complete an eligibility pre-screen process online to see if parents/caregivers qualify for Services. If determined not eligible, Contractor shall ensure Subcontractor notifies the parent/caregiver immediately. Contractor shall ensure Subcontractor permits the parent/caregiver to reapply at a future time, when parents/caregivers believe they meet eligibility criteria. If the pre-screen process determines them eligible, Contractor shall ensure Subcontractor prompts the parent/caregiver to complete the full Waitlist application. Upon successful submission, Contractor shall ensure Subcontractor places the family on the Waitlist by priority groups (as defined by the TWC and WFS) and ranks the families by date submitted. Contractor shall ensure Subcontractor immediately notifies the parent/caregiver that the family has been placed on the Waitlist. Contractor shall ensure that Subcontractor conducts outreach to families on the Waitlist, based on the availability of funds.
- 2) **Benefits Cliff Eligibility.** Contractor shall ensure that Subcontractor enrolls or continues enrollment for an additional six (6) months, for families who are currently enrolled in CCDF-, COC-, or RTC-funded Services and have undergone a redetermination and are currently exceeding the maximum allowable income of eighty-five percent (85%) of SMI, up to one hundred percent (100%) SMI.
- 3) **COC.** Contractor shall ensure that Subcontractor enrolls families currently enrolled in COC-funded Services.
- 4) **Workforce Training Partner Referrals.** Contractor shall ensure that Subcontractor accepts referrals for parents/caregivers currently enrolled in or who have successfully

⁴ <https://www.twc.texas.gov/sites/default/files/wf/docs/child-care-services-guide-twc.pdf>

completed a partner training program if they meet the eligibility criteria described in Section 6 of this Program Work Statement and the prioritization described in Section 7 of this Program Work Statement.

b. Intake and eligibility determination process, if applicable:

Contractor shall ensure that Subcontractor conducts outreach to the families according to the priorities listed in Section 7 of this Program Work Statement. Contractor shall ensure that Subcontractor begins outreaching the priority groups identified in Section 7 of this Program Work Statement in chronological order of Waitlist application date. Contractor shall ensure that Subcontractor utilizes the TX3C system, to send an email that will notify the applicant that funding is available and invite them to complete the full application. Contractor shall ensure that Subcontractor utilizes TX3C to make various attempts to reach the families, including using a variety of modes of communication like calling, texting, direct email, and physical mail.

If the potential applicant responds to the outreach, Contractor shall ensure that Subcontractor provides coaching to assist the parent/caregiver with the completion of their application and the submission of all required eligibility documents through the TX3C Parent Central site. Contractor shall ensure that Subcontractor accepts eligibility documentation according to what is identified in Section 6 of this Program Work Statement. Contractor shall ensure that Subcontractor sends a notice of eligibility within twenty (20) calendar days of receipt of the completed enrollment application and required eligibility documents. Contractor shall ensure that Subcontractor determines that the family is ineligible for Services if the parent/caregiver fails to submit all required documentation.

c. Service provision process, including description of service delivery model and duration of services:

- 1) ***Child Care Services.*** Contractor shall ensure that Subcontractor uses Contract funds to purchase Services from Contracted Providers that meet licensing and registration requirements, have signed provider agreements with the Subcontractor and have a TRS quality designation. Contractor shall ensure that Subcontractor makes bi-weekly payments to Contracted Providers for the provision of Services using the rates described in Section 8.c.4 of this Program Work Statement and in accordance with Addendum B-1, entitled “Rate Sheet” or Addendum B-2, entitled “Rural Capital Area Rate Sheet” of this Agreement for Contracted Providers located outside of Travis County.
- 2) ***Eligibility Redetermination and Duration of Services.*** Once a child under thirteen (13) years of age, or nineteen (19), if disabled, is determined to meet all applicable eligibility requirements (described in Section 5 of this Program Work Statement) for Services, Contractor shall ensure that Subcontractor considers the child eligible and the child will receive Services during the twelve (12)-month eligibility period, regardless of any of the following:
 - a) Changes in family income, as long as the family income does not exceed eighty-five percent (85%) of the SMI for a family of the same size.
 - b) Temporary changes in the ongoing status of the parent(s)/caregiver(s) participation requirements (as described in the TWC Guide).

Contractor shall ensure that Subcontractor conducts eligibility redeterminations at one (1) year intervals. Contractor shall ensure that Subcontractor initiates the redetermination process with the parent/caretaker at minimum, forty-five (45) days prior to the end of the twelve-month eligibility period. Contractor shall ensure that Subcontractor grants extensions of the twelve-month eligibility periods on a case-by-case basis when a parent/caregiver is experiencing a temporary status change and/or to allow adequate time for quality eligibility redetermination processes and COC. Contractor shall ensure that

Subcontractor requires supervisor approval for any extension and be the extension is documented in the case file.

For COC Clients transferred to RTC at time of Annual Recertification, Contractor shall ensure that a new twelve (12) month eligibility shall be established. For COC Clients transferred to RTC Mid-Recertification, Contractor shall ensure that Subcontractor will initiate a change in funding source shall be initiated but their eligibility period at time of transfer shall remain unchanged.

- 3) **Case Management.** Contractor shall ensure that Subcontractor provides case management to support parent(s)/caregiver(s) in navigating processes and maintaining their family's eligibility for Services, by assisting with the following most common case actions below:

Case Action	Description
Child Care Provider Selection	Assistance locating a Contracted Provider that meets the family's needs.
Changes in family circumstances	Assistance with updates to family size, income or employment/education status and assess any eligibility impacts.
Provider Transfer	Assistance with completing a child care Contracted Provider change request.
Parent Share of Cost (PSoC)	Assess weekly PSoC per TWC Guide and provide support to families who are temporarily unable to make payments.
Attendance Compliance	Inform parents/caretakers of the importance of attendance tracking and more than forty (+40) absence threshold; notify parents/caretakers when children meet fifteen (15) & thirty (30) absence threshold and connect with families to determine if any absences are eligible to be credited per TWC Guide.
Initial Job Search	Initiate a ninety (90) day job search, if at initial eligibility determination, the family does not meet the minimum participation requirements as outlined in the TWC Child Care Guide.
Activity Interruption	Initiate a ninety-day job search if the parent/caregiver reports a permanent cessation of work, training, or education activities, ensuring at least ninety (90) days of continued care are provided while a parent attempts to get back into work, education, training.

4) **True Cost of Quality Rates and Gap Funding:** Contractor shall ensure that Subcontractor makes payment to Contracted Providers located in Travis County for the provision of Services using the Travis County Child Care Quality Rates described on Addendum B-1 to this Agreement, entitled "Rate Sheet".

- Contractor shall ensure that payment at the Travis County Child Care Quality Rates consists of the following two (2) components: Child Care Provider Rates and Gap Funding Payment.

Contractor shall ensure that Subcontractor provides written communication to Contracted Providers receiving payment at the Travis County Child Care Quality Rate that details the expectation that they will participate in surveys and/or third party evaluation related to the impact of paying higher child care rates.

Contractor shall ensure that Subcontractor makes payment to Contracted Providers not located in Travis County for the provision of Services using the Rural Capital Area Rates presented on Addendum B-2, entitled "Rural Capital Area Rate Sheet."

d. Client/Service termination or program exit:

Contractor shall ensure that Subcontractor terminates Services during the twelve-month eligibility period for the following reasons:

Voluntary Family Withdrawal
Program Violation – Contractor shall ensure that Subcontractor refers families whose Services are terminated due to a qualifying RTC non-eligibility reason or Program violation to the COC program, if they are eligible, and Contract funds are available, to avoid service disruption. The Program Violations include:
Parent/caregiver is experiencing a non-temporary cessation of work, education, or training and has not resumed one of those activities within the allotted ninety-day period.
Parent/caregiver fails to meet activity requirements during the initial three-month job search period.
Parent/caregiver fails to pay PSoC.
Parent/caregiver accrues more than forty (40) absences within a twelve-month eligibility period (specific to the child only).
Family income exceeds eighty-five percent (85%) SMI and family has utilized their six (6) months of time-limited Benefits Cliff Child Care (See Section 6 of this Program Work Statement).
Subcontractor determines that Program eligibility was based on fraud.
Family no longer resides in Travis County.
Funding Shift – Contractor shall ensure that Subcontractor <i>informs the parent/caregiver when there are other sources of funding available</i> . A funding shift can occur when:
Eligible families are transferred to CCDF funding, prior to completing their twelve (12) months of eligibility for RTC scholarships.
Contract funds are no longer available.

Contractor shall ensure that Subcontractor provides the parent/caregiver with written notification at least fifteen (15)-calendar days before the denial, delay, reduction, or termination of Services. Contractor shall ensure that Subcontractor provides the parent/caregiver with the option to submit an appeal to Contractor through a yet to be determined RTC Scholarship appeals process, to be agreed upon by both Parties, in writing, including by electronic mail. Contractor shall ensure that Subcontractor informs the parent/caregiver whenever possible if there are other sources of child care funding or programming available. Contractor shall ensure that Subcontractor makes referrals or connections whenever possible. Contractor shall ensure that Subcontractor Navigator staff shall facilitate the transfer of families to appropriate funding sources. Contractor shall ensure that upon completion of the transfer, responsibility for ongoing case management transitions to the Subcontractor's Enrollment Specialist. Contractor shall ensure that Subcontractor obtains all necessary consent from potential clients and Clients to share their personal data with Contractor's other program(s) and to make referrals to external entities.

9. Service Quality

Contractor shall use the following program design rationale, including any evidence-base, research-base, best practice, or promising practice, quality standards, in delivering Services:

Contractor shall ensure that Program is a best practice designed to improve educational and developmental outcomes for children. Contractor shall ensure that the Program promotes stable environments and the formation of stable relationships between the caregiver, parents, and children.

10. Service Accessibility

Contractor shall ensure that Subcontractor utilizes the following strategies to increase accessibility to services:

a. Hours of access:

Contractor shall serve Clients during regular business hours of 8:00 a.m.- 5:00 p.m. Contractor shall schedule appointments with Clients outside of regular business hours, upon request.

b. Culturally and linguistically appropriate services:

Contractor shall ensure that it provides culturally- appropriate training for staff that works directly with Clients.

Contractor shall contract with an on-demand translator via voice or video calls. Contractor shall contract with a translation service to translate promotional materials and printed applications. Contractor shall provide access to the online application and website in more than one hundred (100) languages.

a. Geographical access:

Contractor does not provide transportation services to Clients. Contractor shall use the TX3C Parent Portal to accept applications and supporting documentation.

Contractor shall provide advice and assist Clients with locating a child care Contracted Provider that is located in the geographic area that best meets the Client's needs.

c. Disability access:

Contractor shall provide auxiliary aids and Services, upon request, to persons with disabilities. Relay Texas: 1.800.735.2989 (TDD) / 711 (Voice). Contractor shall ensure that service offices are Americans with Disabilities Act ("ADA") accessible. Contractor shall maintain a list of child care Contracted Providers that specialize in providing child care services to children with disabilities and shall provide that list to Client when assisting them to locate a child care Contracted Provider.

11. Program Staffing

Contractor will ensure that Subcontractor's staff from Contractor's Contract No. 4600001072 will perform the work required to process the Child Care Gap Funding Payments for Contract No. 4600001073 with Contractor.

The Contractor shall maintain staffing for Services in the manner described below:

Position Title	No. of Positions	Brief Description of Duties	Minimum Qualifications
Senior Director, Child Care Quality Initiatives	1	Manages child care contractor for the board, supervises RTC contract specialist, ensures quality and efficiency of programming.	Experience in building successful, productive customer-based or child care/early childhood initiatives, including knowledge of best practices regionally, as well as nationally. Minimum three (3) years of experience working to support child care/early childhood initiatives and/or development of programs. Minimum three (3) years'

Position Title	No. of Positions	Brief Description of Duties	Minimum Qualifications
			experience in a community/public facing role and managing groups to set and achieve outcome driven results. Experience managing federal or state workforce contracts or programs preferred. Graduation from an accredited four-year college or university with major coursework in a field relevant to the assignment is generally preferred. Experience and education may be substituted for one another.
RTC Contract Manager	1	Directly manages this Agreement, reporting, and internal projects related to RTC.	Graduation from an accredited college or university with a bachelor's degree in public administration, education, social work, or a related field; Experience in managing public child care subsidy programs, program planning, evaluation, and contract and financial management; Prefer five (5) years progressively responsible experience; and Related experience and education may be substituted for one another.
Accounts Payable Supervisor	1	Responsible for overseeing the accounts payable team as well as directing staff in processing of payments.	Bachelor's degree in Business or Accounting preferred or a combination of equivalent experience and specialized training. Two (2) years of experience specifically in accounts payable processing.
Accounts Payable Specialist	1	Process child care payments to early learning programs.	High school diploma or equivalent with four (4) years' experience in a position/role that interpreted and processed numerical

Position Title	No. of Positions	Brief Description of Duties	Minimum Qualifications
			data, performed high level of mathematical problem-solving, performed detailed calculations, and/or worked with financial software or spreadsheet tools with a high level of accuracy.
Early Childhood Education Mentor	1	Mentors early learning programs to achieve and maintain Texas Rising Star certification within the TWC Texas Rising Star Certification Guidelines.	(1) Bachelor's degree from an accredited four-year college or university in early childhood education, child development, special education, child psychology, educational psychology, elementary education, or family consumer science; (2) Bachelor's degree from an accredited four-year college or university with at least eighteen (18) credit hours in early childhood education, child development, special education, child psychology, educational psychology, elementary education, or family consumer science with at least twelve (12) credit hours in child development; or (3) Associate's degree in early childhood education, child development, special education, child psychology, educational psychology, elementary education, or family consumer science, and two years of suitable experience in early childhood education as determined by the Board. Work Experience: Texas Rising Star mentor staff shall meet the

Position Title	No. of Positions	Brief Description of Duties	Minimum Qualifications
			minimum work experience requirements of one year of full-time early childhood classroom experience in a child care, Early Head Start, Head Start, or pre-K through third-grade school program.
Provider Services Specialist	1	Initiates and maintains child care provider contracts. Supports child care providers comply with contractual regulations and provide technical assistance, including education to providers about their participation in RTC, as needed.	High School Diploma or equivalent plus two (2) years relevant workforce experience.
Navigator Lead	1	Supports the Family & Engagement Supervisor oversee and support the navigator team; provides guidance and training to navigator staff; performs eligibility determinations and redeterminations and case management to families on scholarship.	High school diploma or equivalent with a minimum of two (2) years' experience in case management, customer service, or working directly to support families and/or children.
Navigators	910	Completes eligibility determinations and redeterminations; provides case management to families on scholarship.	High School Diploma or equivalent and minimum two (2) years' experience in a role supporting families.
Navigator Support Specialist	1	Provides administrative support to the Navigator team to help ensure seamless program delivery and meet program outcomes.	High School Diploma or equivalent and minimum two (2) years' experience in a role supporting families.
Family & Community Engagement Supervisor	1	Supervises the Program Support Partner and interns; Oversees the family enrollment outreach process, building strategic relationships with local community partners and educating them on available services to build referral pathways, manages participation in community events to grow program visibility; Supports the Family Services Manager with continuous improvement efforts to enhance family communication and increase enrollment conversion.	Bachelor's Degree or equivalent combination of education and experience plus one to three (1-3) years of relevant workforce experience.
Organizational Performance Specialist	1	Responsible for data management to ensure that all data and program reporting is accurate and consistent as required by the program.	Bachelor's Degree or equivalent combination of education and experience plus one-three (1-3) years of

Position Title	No. of Positions	Brief Description of Duties	Minimum Qualifications
			relevant workforce experience.
Family Enrollment Supervisor	1	Supervises the navigator team, overseeing the eligibility and redetermination process.	Bachelor's degree in Social Work, Sociology, Public Health, related field preferred or equivalent number of years' experience plus three (3) or more years managing and training people in a social service setting.
Early Care & Education Manager	1	Manages the early care and education mentor team, responsible for supporting the Program achieve TRS certification and the Provider Services Team, responsible for provider recruitment and contract management.	Four (4) or more years' experience managing people in a social service setting, and/or working with children/families. Employee without degrees must also possess four (4) years' experience in a social service role, child care program, or similar role.
Family Services Manager	1	Manages all three (3) family services teams to ensure families are supported with enrollment/recertifications and navigating changes through the life of the scholarship.	Four (4) or more years' experience managing people in a social service setting, and/or working with children/families. Employee without degrees must also possess four (4) years of experience in a social service role, involving direct service to individuals or families and resource connection (e.g., within a public assistance support, case management, or client service setting).
Operations Coordinator	1	Provides recruitment and onboarding support of new employees, administrative lead for ordering and purchases.	Bachelor's degree preferred or 4-6 years of equivalent combination of education and experience.
Assistant Director of Operations	1	Support the Program Director with the day-to-day operational administration of the CCS program and its contracts.	Bachelor's degree from four-year college or university or equivalent combination of education and experience plus

Position Title	No. of Positions	Brief Description of Duties	Minimum Qualifications
			minimum four (4) years in a manager/supervisor role.
Assistant Director of Programs	1	Support the Program Director with the day-to-day program administration of the CCS program and its contracts.	Bachelor's degree from four-year college or university or equivalent combination of education and experience plus minimum four (4) years in a manager/supervisor role.
Program Director	1	Oversees the CCS day to day operations.	Bachelor's degree from four-year college or university or equivalent combination of education and experience plus minimum four (4) years in a manager/supervisor role.

12. Performance Measures

Contractor shall report the following performance measures and make a good faith effort as determined solely by Travis County to achieve the following performance goals:

a. Output Performance Measures:

Output Measure	Total Annual Goal	Quarters Reported*
1. Total Clients served with Contract funds.	1500	☒ 1 ☒ 2 ☒ 3 ☒ 4
2. Number of continuing Clients served with Contract funds.*	No goal	☒ 1 ☒ 2 ☒ 3 ☒ 4
3. Number of new unduplicated Clients served with Contract funds.	500	☒ 1 ☒ 2 ☒ 3 ☒ 4
4. Number of new unduplicated Clients ages zero to three (0 – 3) served with Contract funds.	400	☒ 1 ☒ 2 ☒ 3 ☒ 4
5. Number of unduplicated Clients served with Contract funds transferred from COC fund source.	Baseline	☒ 1 ☒ 2 ☒ 3 ☒ 4

*Q1 is Oct 1–Dec 31; Q2 is Jan 1–Mar 31; Q3 is Apr 1–Jun 30; Q4 is Jul 1–Sep 30.

Rationale for any output reporting exceptions if applicable:

County and Contractor will monitor performance and external community conditions in relation to the set goal for Output 2 on a quarterly basis. County and Contractor shall jointly make changes if necessary.

b. *Outcome Performance Measures:*

Outcomes Measure	Total Annual Goal	Quarters Reported*
6. Number of children enrolled off the Waitlist with Contract funds during this reporting period. (numerator)	baseline	☒ 1 ☒ 2 ☒ 3 ☒ 4
7. Total number of children outreached off the Waitlist throughout the reporting period. (denominator)	baseline	
8. Percentage of children outreached off the Waitlist who are enrolled in services during the reporting period. (rate)	baseline	

*Q1 is Oct 1–Dec 31; Q2 is Jan 1–Mar 31; Q3 is Apr 1–Jun 30; Q4 is Jul 1–Sep 30.

Rationale for any outcome reporting exceptions if applicable:

c. *Supplemental Measures*

Output Measure	Total Annual Goal	Quarters Reported
1. Number of Clients served by age category (Infant 1, Infant 2, Toddler 1, Toddler 2, Preschool 1, Preschool 2, Preschool 3, School Age ⁵).	No goal/reporting only	☒ 1 ☒ 2 ☒ 3 ☒ 4
2. Number of Clients served by Contracted Provider quality designation.	No goal/reporting only	☒ 1 ☒ 2 ☒ 3 ☒ 4
3. Number of Clients served participating in a partner workforce training program.	No goal/reporting only	☒ 1 ☒ 2 ☒ 3 ☒ 4
4. Number of Clients served participating in training through Infrastructure Academy.	No goal/reporting only	☒ 1 ☒ 2 ☒ 3 ☒ 4
5. Number of Clients served under Benefits Cliff Child Care.	No goal/reporting only	☒ 1 ☒ 2 ☒ 3 ☒ 4
6. Number of Clients transferred from CCDF fund source.	No goal/reporting only	☒ 1 ☒ 2 ☒ 3 ☒ 4
7. Number of unduplicated Clients transferred to CCDF fund source.	No goal/reporting only	☒ 1 ☒ 2 ☒ 3 ☒ 4
8. Number of unduplicated clients transferred to COC fund source.	No goal/reporting only	☒ 1 ☒ 2 ☒ 3 ☒ 4
9. Number of Clients terminated for reasons other than transfer to another funding source.	No goal/reporting only	☒ 1 ☒ 2 ☒ 3 ☒ 4
10. Number of child care centers serving Clients funded with Contract funds.	No goal/reporting only	☒ 1 ☒ 2 ☒ 3 ☒ 4

Rationale for any outcome reporting exceptions if applicable:

d. *Deliverables:*

⁵ See [BCY24 Child Care Provider Payment Rates](#) for descriptions of the categories.

Deliverables	Quarters Submitted*
1. Number of training and/or information sharing engagements with community organizations and partners about the availability of RTC scholarships for priority populations.	☒ 1 ☒ 2 ☒ 3 ☒ 4
2. Review of family outreach, eligibility determination, and enrollment processes with implementable action steps identified to improve processes and support increased enrollment.	☒ 1 ☐ 2 ☐ 3 ☐ 4
3. List of Contracted Providers serving children with Contract Funds and the number of children served by each Contracted Provider.	☐ 1 ☒ 2 ☐ 3 ☒ 4

*Q1 is Oct 1–Dec 31; Q2 is Jan 1–Mar 31; Q3 is Apr 1–Jun 30; Q4 is Jul 1–Sep 30.

e. Demographic and Geographic Reporting

Additional Reporting: Aggregated Client data elements	Included in Performance Reporting (Yes/No/Partial)	Notes
1. ZIP code	Yes	Totals should match OP1.
2. Race/ethnicity	Partial	Disclosure by customer is optional
3. Age	Yes	Totals should match OP1
4. Gender	Yes	Totals should match OP1
5. Household income level (% SMI)	Yes	Totals should match OP1
6. Service Address Locations	Yes	Contractor must provide locations where business is conducted.

13. Program Data Management

To support Service delivery and performance reporting, Contractor shall utilize the following tools, processes, and information systems to collect and manage Program data:

Data/Information System, Source, or Process	Description (brief summary of functions/uses)
TXC3	Database used to track enrollments, capture payment information, document counselor notes, collect demographic information and other data relevant to the program's overall service delivery and performance.

For County staff use only:

Date of initial contract start:	10/1/2025
Date work statement revised (if applicable):	7/14/2026
Date work statement revised (if applicable):	
Date work statement revised (if applicable):	
Date work statement revised (if applicable):	

EXHIBIT 1
Attachment B
FY'27 Program Budget

PROGRAM BUDGET

for Social Service Contract funded by Travis County

		Date:	8/12/2026
Agency Name:	Workforce Solutions Capital Area Board		
Program Name:	RTC Direct Care Scholarships Program		
LINE ITEM EXPENSE	Travis County Funds	Other Sources of Funding	Total Program Budget (ALL funding sources)
PERSONNEL			
Administrative Salaries	154,803		154,803
Program Salaries	122,622		122,622
Fringe Benefits	65,075		65,075
A. SUBTOTALS: PERSONNEL	342,500	-	342,500
OPERATING EXPENSES			
Office Supplies	500		500
Rent/Office Space	78,000		78,000
Facility Expenses	3,000		3,000
IT and IT Network Costs	23,718		23,718
Audit	4,800		4,800
Insurance	8,800		8,800
Advertising			0
Storage			0
Postage	125		125
Subcontractors/Consultants -BakerRipley	26,126,228		26,126,228
Travel - within Travis County			0
Travel - out of County			0
Fiscal Monitoring	5,200		5,200
Communications	7,500		7,500
B. SUBTOTALS: OPERATING EXPENSES	26,257,871	-	26,257,871
DIRECT CLIENT ASSISTANCE			
Food Assistance			0
Financial Assistance			0
Transportation Assistance			0
Rent Assistance			0
Child Care Assistance			0
Tuition Assistance			0
Other (Specify)			0
Other (Specify)			0
C. SUBTOTALS: DIRECT CLIENT ASSISTANCE	-	-	0
D. INDIRECT COST RATE (MTDC)			
TOTAL PROGRAM BUDGET (A + B + C+ D)	26,600,371	-	26,600,371
PERCENT SHARE of Total for Funding Sources	100.00%	0.00%	100.00%

The program costs included in line items Administrative Salaries, Program Salaries, Fringe Benefits, and a portion of program costs included in line item Subcontractors/ Consultants(BakerRipley) represent Contractor and Subcontractor staff salaries for the contract. Contractor and Subcontractor staff will also perform work required to process the Child Care Gap Funding Payments for Contract No. 4600001073 with Workforce Solutions.

EXHIBIT 1
Addendum B-1
FY'27 Rate Sheet

Addendum B-1 FY'27 Rate Sheet**Travis County Child Care Quality Daily Rates****Updated & Effective October 1, 2026****Key:****LC = Licensed Center****LCCH = Licensed Childcare Home****RCCH = Registered Childcare Home**

Note: Travis County Child Care Quality Rates and Gap Funding Payments are applicable only to children ages 0 – 3. For children ages 4 and older, providers will be reimbursed at the Child Care Provider Rate.

Pay Rate by age, facility type, and quality rating	Travis County Child Care Quality Daily Rates, Full- Time Care	Travis County Child Care Quality Daily Rates, Part- Time Care
Infant 1, 0 – 11 months		
LC, 12 – Texas Rising Star 4 Star	96.96	84.35
LC, 10 – Texas Rising Star 3 Star	92.11	80.14
LC, 8 – Texas Rising Star 2 Star	78.95	68.69
LC, 1 – Regular Day Care	75.18	65.41
LCCH, 12 – Texas Rising Star 4 Star	73.26	65.93
LCCH, 10 – Texas Rising Star 3 Star	72.95	65.66
LCCH, 8 – Texas Rising Star 2 Star	72.95	65.66
LCCH, 1 – Regular Day Care	72.72	65.44
RCCH, 12 – Texas Rising Star 4 Star	69.59	61.24
RCCH, 10 – Texas Rising Star 3 Star	69.30	60.99
RCCH, 8 – Texas Rising Star 2 Star	69.30	60.99

RCCH, 1 – Regular Day Care	69.08	60.79
Infant 2, 12 – 17 months		
LC, 12 – Texas Rising Star 4 Star	96.96	84.35
LC, 10 – Texas Rising Star 3 Star	92.11	80.14
LC, 8 – Texas Rising Star 2 Star	78.95	68.69
LC, 1 – Regular Day Care	75.18	65.41
LCCH, 12 – Texas Rising Star 4 Star	73.26	66.66
LCCH, 10 – Texas Rising Star 3 Star	72.95	66.38
LCCH, 8 – Texas Rising Star 2 Star	72.95	66.38
LCCH, 1 – Regular Day Care	72.72	66.17
RCCH, 12 – Texas Rising Star 4 Star	69.59	63.32
RCCH, 10 – Texas Rising Star 3 Star	69.30	63.06
RCCH, 8 – Texas Rising Star 2 Star	69.30	63.06
RCCH, 1 – Regular Day Care	69.08	62.86
Toddler 1, 18 – 23 months		
LC, 12 – Texas Rising Star 4 Star	76.25	67.10
LC, 10 – Texas Rising Star 3 Star	72.44	63.85
LC, 8 – Texas Rising Star 2 Star	68.68	62.59
LC, 1 – Regular Day Care	65.40	59.60
LCCH, 12 – Texas Rising Star 4 Star	73.26	64.47
LCCH, 10 – Texas Rising Star 3 Star	72.95	64.20
LCCH, 8 – Texas Rising Star 2 Star	72.95	64.20
LCCH, 1 – Regular Day Care	72.72	63.99
RCCH, 12 – Texas Rising Star 4 Star	69.59	61.93
RCCH, 10 – Texas Rising Star 3 Star	69.30	61.67

RCCH, 8 – Texas Rising Star 2 Star	69.30	61.67
RCCH, 1 – Regular Day Care	69.08	61.48
Toddler 2, 24 – 35 months		
LC, 12 – Texas Rising Star 4 Star	76.25	67.10
LC, 10 – Texas Rising Star 3 Star	72.44	63.74
LC, 8 – Texas Rising Star 2 Star	68.05	62.17
LC, 1 – Regular Day Care	64.80	59.20
LCCH, 12 – Texas Rising Star 4 Star	73.26	64.70
LCCH, 10 – Texas Rising Star 3 Star	72.95	63.42
LCCH, 8 – Texas Rising Star 2 Star	72.95	62.74
LCCH, 1 – Regular Day Care	72.72	62.54
RCCH, 12 – Texas Rising Star 4 Star	69.59	61.93
RCCH, 10 – Texas Rising Star 3 Star	69.30	61.67
RCCH, 8 – Texas Rising Star 2 Star	69.30	61.67
RCCH, 1 – Regular Day Care	69.08	61.48
Preschooler, 3 years		
LC, 12 – Texas Rising Star 4 Star	68.42	58.80
LC, 10 – Texas Rising Star 3 Star	67.07	57.64
LC, 8 – Texas Rising Star 2 Star	65.74	56.50
LC, 1 – Regular Day Care	62.60	53.80
LCCH, 12 – Texas Rising Star 4 Star	73.26	63.00
LCCH, 10 – Texas Rising Star 3 Star	72.95	62.74
LCCH, 8 – Texas Rising Star 2 Star	72.95	62.74
LCCH, 1 – Regular Day Care	72.72	62.54
RCCH, 12 – Texas Rising Star 4 Star	69.59	60.54

RCCH, 10 – Texas Rising Star 3 Star	69.30	60.29
RCCH, 8 – Texas Rising Star 2 Star	69.30	60.29
RCCH, 1 – Regular Day Care	69.08	60.10

EXHIBIT 1
Addendum B-2
Rural Capital Area Rate Sheet

Addendum B-2 Rural Capital Area Rate Sheet

Board Contract Year 2027 Child Care Provider Payment Rates—Effective October 1, 2026

Rural Capital Area-15

Provider Type	Provider Rating	0 months–11 months FT	0 months–11 months PT	12 months–17 months FT	12 months–17 months PT	18 months–23 months FT	18 months–23 months PT	2 years FT	2 years PT	3 years FT	3 years PT	4 years FT	4 years PT	5 years FT	5 years PT	6 years–13 years FT	6 years–13 years PT	4 years BT	5 years BT	6 years–13 years BT
LCCC	Reg	\$58.80	\$53.00	\$58.60	\$52.80	\$56.60	\$51.00	\$56.00	\$50.60	\$53.80	\$45.60	\$53.60	\$44.60	\$53.20	\$43.20	\$51.80	\$42.40	\$45.92	\$44.66	\$43.78
LCCC	TRS2	\$61.75	\$55.66	\$61.54	\$55.45	\$59.44	\$53.56	\$58.81	\$53.14	\$56.50	\$47.89	\$56.29	\$46.84	\$55.87	\$45.37	\$54.40	\$44.53	\$48.22	\$46.91	\$45.97
LCCC	TRS3	\$63.00	\$56.78	\$62.78	\$56.57	\$60.64	\$54.64	\$60.00	\$54.21	\$57.64	\$48.86	\$57.43	\$47.79	\$57.00	\$46.29	\$55.50	\$45.43	\$49.20	\$47.86	\$46.90
LCCC	TRS4	\$64.27	\$57.93	\$64.05	\$57.71	\$61.86	\$55.74	\$61.21	\$55.30	\$58.80	\$49.85	\$58.59	\$48.76	\$58.15	\$47.23	\$56.62	\$46.35	\$50.20	\$48.83	\$47.85
LCCC	TSR	\$61.75	\$55.66	\$61.54	\$55.45	\$59.44	\$53.56	\$58.81	\$53.14	\$56.50	\$47.89	\$56.29	\$46.84	\$55.87	\$45.37	\$54.40	\$44.53	\$48.22	\$46.91	\$45.97
LCCH	Reg	\$53.80	\$50.80	\$55.00	\$50.00	\$53.00	\$49.20	\$52.80	\$50.60	\$51.40	\$48.00	\$52.00	\$48.20	\$52.40	\$46.80	\$50.40	\$45.00	\$48.76	\$47.62	\$45.79
LCCH	TRS2	\$56.50	\$53.35	\$57.76	\$52.51	\$55.66	\$51.67	\$55.45	\$53.14	\$53.98	\$50.41	\$54.61	\$50.62	\$55.03	\$49.15	\$52.93	\$47.26	\$51.20	\$50.01	\$48.09
LCCH	TRS3	\$57.64	\$54.43	\$58.93	\$53.57	\$56.78	\$52.71	\$56.57	\$54.21	\$55.07	\$51.43	\$55.71	\$51.64	\$56.14	\$50.14	\$54.00	\$48.21	\$52.24	\$51.02	\$49.06
LCCH	TRS4	\$58.80	\$55.53	\$60.12	\$54.65	\$57.93	\$53.77	\$57.71	\$55.30	\$56.18	\$52.47	\$56.83	\$52.68	\$57.27	\$51.15	\$55.09	\$49.18	\$53.29	\$52.05	\$50.04
LCCH	TSR	\$56.50	\$53.35	\$57.76	\$52.51	\$55.66	\$51.67	\$55.45	\$53.14	\$53.98	\$50.41	\$54.61	\$50.62	\$55.03	\$49.15	\$52.93	\$47.26	\$51.20	\$50.01	\$48.09
RCCH	Reg	\$52.60	\$47.20	\$51.00	\$47.40	\$51.40	\$46.00	\$49.80	\$46.80	\$49.20	\$43.80	\$49.40	\$43.20	\$50.00	\$42.60	\$48.20	\$42.00	\$44.11	\$43.68	\$42.91
RCCH	TRS2	\$55.24	\$49.57	\$53.56	\$49.78	\$53.98	\$48.31	\$52.30	\$49.15	\$51.67	\$46.00	\$51.88	\$45.37	\$52.51	\$44.74	\$50.62	\$44.11	\$46.32	\$45.88	\$45.06
RCCH	TRS3	\$56.36	\$50.57	\$54.64	\$50.79	\$55.07	\$49.29	\$53.36	\$50.14	\$52.71	\$46.93	\$52.93	\$46.29	\$53.57	\$45.64	\$51.64	\$45.00	\$47.26	\$46.80	\$45.97
RCCH	TRS4	\$57.50	\$51.59	\$55.74	\$51.82	\$56.18	\$50.29	\$54.44	\$51.15	\$53.77	\$47.88	\$54.00	\$47.23	\$54.65	\$46.56	\$52.68	\$45.91	\$48.22	\$47.74	\$46.90
RCCH	TSR	\$55.24	\$49.57	\$53.56	\$49.78	\$53.98	\$48.31	\$52.30	\$49.15	\$51.67	\$46.00	\$51.88	\$45.37	\$52.51	\$44.74	\$50.62	\$44.11	\$46.32	\$45.88	\$45.06
Relative	Reg	\$10.00	\$8.00	\$10.00	\$8.00	\$10.00	\$8.00	\$10.00	\$8.00	\$10.00	\$8.00	\$10.00	\$8.00	\$10.00	\$8.00	\$10.00	\$8.00	\$8.29	\$8.29	\$8.29

LCCC = Licensed child care center
LCCH = Licensed child care home
RCCH = Registered child care home
TRS = Texas Rising Star
TSR = Texas School Ready
FT = Full time
PT = Part time
BT = Blended time



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Consider and take appropriate action to approve a modification to Professional Services Subaward with Ascension Seton, Contract No.4600000841, for the provision of Hospital-Based Violence Intervention Services. (Judge Brown)

Prepared By/Phone Number: San Juana Gonzalez, Financial Analyst Lead, 512-854-4122

Elected/Appointed Official or Department Head: Pilar Sanchez

Commissioners Court Sponsor(s): Judge Andy Brown

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

Consider and take appropriate action to approve a modification to Professional Services Subaward with Ascension Seton, Contract No.4600000841, for the provision of Hospital-Based Violence Intervention Services. The modification extends the contract term to October 31, 2026.

Staff Recommendations:

HHS staff is recommending approval of a modification to Professional Services Subaward with Ascension Seton, to extend the contract term to October 31st, 2026. The contract funds a Hospital-Based Violence Intervention Program (HVIP) and the modification will extend the services until October 31, 2026.

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

N/A

Required Authorizations:

Judge Andy Brown

Attachments:

1. Agenda Request to Approve Modification to Contract No.4600000841 with Ascension Seton
2. MOD2 TC and Ascension Seton Subaward No. 4600000841 (1) (2)



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: 9/22/2026

Agenda Language: Consider and take appropriate action to approve a modification to Professional Services Subaward with Ascension Seton, Contract No.4600000841, for the provision of Hospital-Based Violence Intervention Services. (Judge Brown).

Prepared By/Phone Number: San Juana Gonzales / 512-854-4122.

Elected/Appointed Official or Department Head: Pilar Sanchez, County Executive for Health and Human Services.

Commissioners Court Sponsor(s): Judge Andy Brown.

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Proposed Motion: Consider and take appropriate action to approve a modification to Professional Services Subaward with Ascension Seton, Contract No.4600000841, for the provision of Hospital-Based Violence Intervention Services

Staff Recommendations: HHS staff is recommending approval of a modification to Professional Services Subaward with Ascension Seton, to extend the contract term to October 31st, 2026. The contract funds a Hospital-Based Violence Intervention Program (HVIP) and the modification will extend the services until October 31, 2026.

Background/Summary: This investment uses Travis County Local Fiscal Recovery Funds (LFRF) for pandemic response in support of the Safer Travis County Resolution approved by Travis County Commissioners Court on November 1, 2022. TCCC approved funding in the amount of \$500,000 dollars. Ascension Seton, which includes Dell Seton Medical Center at UT-Austin is the only level 1 adult trauma center in Central Texas and Dell Children's Medical Center, is the only pediatric level 1 pediatric trauma center in Central Texas. Subrecipient handles the most serious clinical incidents of violence in the community. Last year, DSMC and DCMC received over 150 patients identified as victims of assault, stabbings, and gun violence.

Contract Term: August 1, 2024, to September 30, 2026.

Revised Contract Term: August 1, 2024, to October 31st, 2026

Budgetary and Fiscal Impact: N/A

Issues and Opportunities: N/A

Required Authorizations: Judge Andy Brown

AGENDA REQUEST & BACKUP MATERIALS DEADLINE: Agenda requests and backup materials must be submitted in PDF format via email to agenda@traviscountytexas.gov by **12 noon on Tuesday** in order to be considered for inclusion in the following week's voting session.

Revised 17-12-05

**MODIFICATION NO. 2 OF THE SUBAWARD FOR PROFESSIONAL SERVICES BETWEEN TRAVIS
COUNTY AND ASCENSION SETON FOR
HOSPITAL-BASED VIOLENCE INTERVENTION PROGRAM SERVICES**

This Modification No. 2 (“Modification”) of the Subaward for Professional Services for Hospital-Based Violence Intervention Program Services (“Subaward”) is entered into between the following parties: Travis County, a political subdivision of the State of Texas (“County”), and Ascension Seton, a Texas nonprofit corporation (“Subrecipient”) (each a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, the Parties entered into the Subaward to provide Hospital-Based Violence Intervention Program Services, with the initial term beginning August 1, 2024, and ending August 31, 2026 (“Initial Term”); and

WHEREAS, pursuant to Section 3.0 of the Subaward, any changes, modifications, alterations, additions, or deletions must be in writing and signed by both Parties; and

WHEREAS, the Parties amended the Subaward in Modification No. 1 to extend the period of the Initial Term beginning August 1, 2024, and ending August 31, 2026 to end September 30, 2026; and

WHEREAS, the Parties now desire to amend the Subaward to extend the period of the Initial Term beginning August 1, 2024 and ending September 30, 2026 to end October 31, 2026; and

WHEREAS, County and Subrecipient now desire to amend the Subaward to reflect mutually agreed upon changes in the terms;

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to amend the Subaward as follows:

1.0 AMENDMENT

1.1 The Parties hereby agree to amend the Subaward by deleting Section 2.1 in its entirety and replacing it to read as follows:

2.1 Initial Term. The Parties agree that this Subaward will continue in full force for the Initial Term, which begins August 1, 2024, and terminates October 31, 2026, unless earlier terminated by the Parties pursuant to the terms of this Subaward.

2.0 INCORPORATION

2.1 County and Subrecipient hereby incorporate the Subaward, as amended, into this Modification. Except for the changes made in this Modification, County and Subrecipient hereby ratify all the terms and conditions of the Subaward, as amended. The Subaward, as amended, with the changes made in this Modification constitutes the entire agreement between the Parties with respect to the subject matter as described in the Subaward, as amended, and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

3.0 EFFECTIVE DATE

3.1 This Modification is effective when it is approved and signed by both Parties. The Subaward, as amended, shall remain in full force and effect, being hereby ratified, approved affirmed , until it either expires pursuant to its own terms, or is further modified or terminated in writing by the Parties.

[Signature Page to Follow]

SUBRECIPIENT: ASCENSION SETON

BY: Andrew Lane
7AC0C330E9194BE...

Its Duly Authorized Agent

Printed Name: Andrew Lane

Title: Texas Market CFO

Date: 9/4/2026

TRAVIS COUNTY

BY: _____

Andy Brown
County Judge

Date: _____

County Approvals:

As to Legal Form:

Assistant County Attorney

Date: _____



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Consider and take appropriate action to approve the renewal and modification to Interlocal Agreement No. 400001753 with Integral Care to fund the Community Advancement Network. (Judge Brown)

Prepared By/Phone Number: San Juana Gonzalez, Financial Analyst Lead, 512-854-4122

Elected/Appointed Official or Department Head: Pilar Sanchez

Commissioners Court Sponsor(s): Judge Andy Brown

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

HHS staff is recommending the renewal of Interlocal Agreement No. 4400001753 with Integral Care to fund the Community Advancement Network (CAN). The CAN helps convene and connect individuals and organizations across issue areas, disciplines, sectors, and jurisdictions by providing a forum for them and learn about each other's issues and work; and identify common interests, goals and opportunities to collaborate and leverage resources.

Staff Recommendations:

HHS staff is recommending the renewal of Interlocal Agreement No. 4400001753 with Integral Care to fund the Community Advancement Network (CAN). The CAN helps convene and connect individuals and organizations across issue areas, disciplines, sectors, and jurisdictions by providing a forum for them and learn about each other's issues and work; and identify common interests, goals and opportunities to collaborate and leverage resources. CAN targets individuals and organizations working to enhance the social, health, educational and economic well-being of Central Texas, including elected officials, policymakers, agency executive managers, agency research and planning staff, issue area experts, other at-large community members, and service providers from the government, non-profit, private, and faith-based sectors.

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

The total contract amount is \$74,906.00 The funds are in the HHS Budget; fund reservation will be provided once FY27 budget is approved.

Required Authorizations:

Judge Andy Brown

Attachments:

- 1 Agenda Request to Approve Integral Care CAN ILA No.4400001753 renewal
- .
- 2 20260825_MOD_8_Integral_Care_for_CAN_Coordinator_and_FY27_Renewal_clean
- . _copy(13846881)



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: 09/22/2026

Agenda Language: Consider and take appropriate action to approve renewal and modification to Interlocal Agreement No. 400001753 with Integral Care to fund the Community Advancement Network. (Judge Brown).

Prepared By/Phone Number: San Juana Gonzales / 512-854-4122

Elected/Appointed Official or Department Head: Pilar Sanchez, County Executive for Health and Human Services.

Commissioners Court Sponsor(s): Judge Andy Brown.

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Proposed Motion: Consider and take appropriate action to renew and modify Interlocal Agreement No. 4400001753 with Integral Care to fund the Community Advancement Network.

Staff Recommendations. HHS staff is recommending the renewal of Interlocal Agreement No. 4400001753 with Integral Care to fund the Community Advancement Network (CAN). The CAN helps convene and connect individuals and organizations across issue areas, disciplines, sectors, and jurisdictions by providing a forum for them and learn about each other's issues and work; and identify common interests, goals and opportunities to collaborate and leverage resources. CAN targets individuals and organizations working to enhance the social, health, educational and economic well-being of Central Texas, including elected officials, policymakers, agency executive managers, agency research and planning staff, issue area experts, other at-large community members, and service providers from the government, non-profit, private, and faith-based sectors.

Background: The Travis County Health and Human Service department has directly managed the County's social services investments since 2007 providing fiscal and programmatic oversight.

Revised Contract Term: October 1, 2026, to September 30, 2027. The contract will automatically renew on October 1st of each year for consecutive twelve-month periods ending on September 30, 2028.

Budgetary and Fiscal Impact: The total contract amount is \$74,906.00. The funds are in the HHS Budget; fund reservation will be provided once HHS FY27 budget is approved.

Issues and Opportunities: N/A

Required Authorizations: Judge Andy Brown

AGENDA REQUEST & BACKUP MATERIALS DEADLINE: Agenda requests and backup materials must be submitted in PDF format via email to agenda@traviscountytexas.gov by **12 noon on Tuesday** in order to be considered for inclusion in the following week's voting session.

Revised 17-12-05

**2027 RENEWAL AND MODIFICATION NO. 8 OF
SOCIAL SERVICES INTERLOCAL AGREEMENT BETWEEN TRAVIS COUNTY AND AUSTIN-
TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION CENTER D/B/A INTEGRAL
CARE FOR COMMUNITY ACTION NETWORK COORDINATOR**

This 2027 Renewal and Modification No. 8 (“2027 Renewal and Modification”) of the Social Services Interlocal Agreement for Community Action Network Coordinator (“Agreement” or “Contract”) is entered into between the following parties: Travis County, a political subdivision of the State of Texas (“County”), and Austin-Travis County Mental Health and Mental Retardation Center d/b/a Integral Care (“Integral Care” or “Contractor”) the local mental health authority and the local intellectual and developmental disability authority designated by the State of Texas for Travis County and the incorporated municipalities therein, and a community center, pursuant to Texas Health and Safety Code, Chapters 531 and 534, and other applicable statutes (each a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, the Parties entered into the Contract, with the initial term beginning January 1, 2014, and ending September 30, 2014; which has been amended and renewed multiple times; and

WHEREAS, pursuant to Section 2.2 of the Contract, the Contract may be renewed by written agreement of the County and the Contractor with its most recent term ending September 30, 2026 (the “FY’26 Renewal Term”); and

WHEREAS, the Parties now desire to renew the Contract for an additional twelve-month term beginning October 1, 2026, through September 30, 2027 (the “FY’27 Renewal Term”); and

WHEREAS, pursuant to Section 4.0 of the Agreement, any changes, modifications, alterations, additions, or deletions to the terms of the Contract shall be made in writing and signed by all Parties;

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to amend the Contract as follows:

1.0 RENEWAL

1.1 The Parties hereby agree to renew the Contract for a twelve-month term beginning October 1, 2026, and continuing through September 30, 2027, unless terminated pursuant to the terms of the Contract.

2.0 AMENDMENT

2.1 The Parties hereby agree to amend Section 2.2 of the Contract by deleting it in its entirety and replacing it to read as follows:

2.2.1 This Contract will automatically renew on October 1st of each year for consecutive twelve-month periods (“Renewal Term(s)”) ending on September 30, 2028, unless sooner terminated by either Party as provided herein.

3.0 INCORPORATION

3.1 County and Contractor hereby incorporate the Contract, as amended, into this 2027 Renewal and Modification. Except for the changes made in this 2027 Renewal and Modification, County and Contractor hereby ratify all the terms and conditions of the Contract, as amended. The Contract, as amended, with the changes made in this 2027 Renewal and Modification constitutes the entire agreement between the Parties with respect to the subject matter as described in the Contract, as amended, and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

4.0 EFFECTIVE DATE

4.1 This 2027 Renewal and Modification is effective October 1, 2026, once it is approved and signed by both Parties. The Contract shall remain in full force and effect, being hereby ratified, approved, and affirmed, until it either expires pursuant to its own terms, or is further modified or terminated in writing by the Parties.

5.0 RATIFICATION

5.1 The Parties agree to ratify the provision of services under this Contract from October 1, 2026, to the date of execution by all Parties of this 2027 Renewal and Modification.

BY THE SIGNATURES affixed below, this 2027 Renewal and Modification is hereby incorporated into and made a part of the Contract.

[Signature Page to Follow]

**CONTRACTOR: AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION
CENTER D/B/A INTEGRAL CARE**

DocuSigned by:
By: Jeff Richardson
18EE014BB33F4D9...
Its Duly Authorized Agent

Printed Name: Jeff Richardson

Title: Chief Executive Officer

Date: 9/8/2026

TRAVIS COUNTY

By: _____

Andy Brown
County Judge

Date: _____



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Consider and take appropriate action on the following grant Letters of Intent, contracts and related special budgets, and permissions to continue:

- A. Award Agreement for the Other Victim Assistance Grant from the Office of the Attorney General for Travis County Attorney's Office.
- B. Award Agreement for the FY27 Comprehensive Underage Drinking Prevention Program from the Texas Department of Transportation for the Travis County Attorney's Office.
- C. Award Agreement for the FY27 Comprehensive STEP from the Texas Department of Transportation for the Travis County Sheriff's Office.
- D. Award Agreement for the FY26 Formula Grant from the Texas Indigent Defense Commission for the Travis County Criminal Courts.
- E. Application from Travis County Innovative Justice and Program Analysis for the FY26 Smart Reentry Demonstration Program solicited by the Bureau of Justice Assistance.
- F. Any other necessary grant applications, letters of support or grant awards attached to Commissioners Court backup for this Agenda item.

Prepared By/Phone Number: Sadia Tirmizi, Grants Manager, (512) 854-9508

Elected/Appointed Official or Department Head: Julie Wheeler

Commissioners Court Sponsor(s): Judge Brown

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

- A. The County Attorney's Office has received the second of a two-year award from the Texas Office of the Attorney General for the FY26/27 Other Victim Assistance Grant. The grant funds approximately half of the salary and benefits of a 1.0 FTE Victim Counselor position. The County Attorney's Office will provide matching funds from their existing General Fund budget for the position, and the agreement's performance period is 9/1/26 through 8/31/27.
- B. The County Attorney's Office has received an award for the FY27 Comprehensive Underage Drinking Prevention Program grant from the Texas Department of Transportation. The grant funds two positions that provide underage drinking prevention and anti-DWI/DUI presentations to youth and their guardians. The performance period for the award is 10/1/26 through 9/30/27. The award amount is \$113,664.27, and matching funds of \$139,476.18 will be provided from the Office's existing General Fund budget.

- C. The Travis County Sheriff's Office has received an award for the FY27 Comprehensive Selective Traffic Enforcement Program grant from the Texas Department of Transportation. The grant funds the cost of overtime associated with law enforcement officers conducting traffic enforcement in areas with a high risk for collisions. The performance period for the award is 10/1/26 through 9/30/27. The award is \$131,688.90, and matching funds totaling \$32,922.22 will be provided from TCSO's existing General Fund budget.
- D. The Criminal Courts have received an award for the FY26 Formula Grant from the Texas Indigent Defense Commission. The grant reimburses Travis County for the costs of providing indigent defense to Travis County residents involved in the criminal justice system. The performance period for the award is retroactive from 10/1/25 through 9/30/26 and will reimburse \$913,398 in costs. This is approximately 2.28% of the total cost to Travis County of providing indigent defense.
- E. The Innovative Justice and Program Analysis department submitted an application request for the FY26 Smart Reentry Demonstration Program solicited by the Bureau of Justice Assistance within the Department of Justice. The request would fund at least 2.0 FTE Case Manager positions for three years in addition to strategic planning and program evaluation services for the reentry division. The total requested award is \$1.1 million over three years, which has a corresponding \$1.1 million match. Matching funds will be provided through eligible in-kind staff time taking part in the program.

Staff Recommendations:

Grants Administration recommends approval of all items.

Issues and Opportunities:

Please see attached backup.

Fiscal Impact and Source of Funding:

Please see attached backup.

Required Authorizations:

Julie Wheeler, Intergovernmental Relations Officer

Attachments:

- 1. Item A - Award - CA OVAG
- 2. Item B - Award - CA UDPP
- 3. Item C - Award - TCSO STEP
- 4. Item D - Award - CrimCts TIDC
- 5. Item E - Application - IJPA Smart Reentry



GRANTS ADMINISTRATION

TRAVIS COUNTY, TEXAS

700 Lavaca, Ste. 320
P.O. Box 1748
Austin, Texas 78701

MEMORANDUM

TO: Travis County Commissioners Court

FROM: Dashiell Daniels, Grants Administrator

DATE: September 22, 2026

RE: Award agreement for the FY27 Other Victim Assistance Grant from the Texas Office of the Attorney General for the County Attorney's Office

The County Attorney's Office received the second of a two-year award from the Texas Office of the Attorney General for the FY26/27 Other Victim Assistance Grant. Funds from the award are used for the cost of salary and fringe benefits for a 1.0 FTE Victim Counselor who provides outreach, crisis intervention, and advocacy for victims of domestic violence, stalking, sexual assault, or who are involved in family violence cases in Travis County. The total cost of the position is \$98,959 with a base salary of \$60,060 and fringe benefits of \$38,899.

The full award amount is \$49,500. Although cost sharing is not required as part of the award agreement, the County Attorney's Office will provide funds from their General Fund budget in the estimated amount of \$49,459 to cover the remaining cost of the salary and benefits of the Victim Counselor position.

Grants Administration recommends approval of the award agreement.

cc: Lucio Del toro, Marco Ochoa, Jacqueline Sanchez, County Attorney's Office
Nutty Degraffenreid, County Auditor's Office
Yuliana Soria, Planning and Budget Office

GRANT CONTRACT

OAG Grant Contract No. C-03291

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

SECTION 1. PURPOSES OF THIS GRANT CONTRACT

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

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

SECTION 2. TERM OF THIS GRANT CONTRACT

This Grant Contract shall begin on September 1, 2026, and shall terminate August 31, 2027, unless it is terminated earlier in accordance with another provision of this Grant Contract ("Contract Term").

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1 GRANTEE's Compliance with Grant Application Kit. GRANTEE shall comply with the terms and conditions set forth and required in the OVAG/VCLG FY 2026–2027 Grant Application Kit ("Application Kit"), which is incorporated to this Grant Contract by reference. GRANTEE acknowledges and agrees that the Application Kit may be supplemented, amended, or adjusted by the OAG and that GRANTEE is charged with knowledge of the current terms of the Application Kit for the duration of the Contract Term. All statements, information, and documentation submitted to the OAG for approval of GRANTEE's participation in the Grant Program, including narrative and budget, shall be considered, and referred to collectively, as the GRANTEE's "Grant Application."

3.2 Establishment of Final Project Budget, Targets, Outputs, Special Conditions, and Outcomes. The following are at the sole discretion of the OAG:

- (1) the OAG will establish the initial budget as submitted in GRANTEE'S Grant Application;
- (2) the OAG will establish the final project targets, outputs, Special Conditions (defined below), and outcomes based on GRANTEE's Grant Application; and
- (3) the OAG may adjust GRANTEE's budget, targets, outputs, outcomes, and/or any other items deemed appropriate by the OAG, at any time, during the Contract Term.

3.3 Grant Narrative. GRANTEE's Grant Application submitted in response to the Application Kit, including the narrative contained therein as submitted by GRANTEE and as further modified by the OAG, which is in the possession of, acknowledged, and known by both Parties, is hereby incorporated by reference into this Grant Contract. GRANTEE hereby certifies that the information provided in GRANTEE's Grant Application, including the statements made in the narrative, is true and correct and agrees to be bound by the representations and commitments contained therein.

3.4 Special Conditions. The OAG may, in its sole discretion, impose Special Conditions, as that term is defined in the Application Kit, on GRANTEE, without notice and without amending this Grant Contract. The OAG, in its sole discretion, may also supplement, amend, or adjust any Special Conditions imposed on GRANTEE. GRANTEE acknowledges and agrees in advance to satisfy the requirements of any Special Conditions imposed by the OAG. The imposition of any Special Conditions places GRANTEE on immediate financial hold, consistent with section 9.2 of this Grant Contract, without further notice, until all Special Conditions are satisfied.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; and Filings with the OAG. GRANTEE shall provide to the OAG all applicable reports and forms as specified by the OAG. GRANTEE shall

ensure that it provides each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and documents that GRANTEE is required to provide to the OAG shall be promptly sent.

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

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or GRANTEE Contact. GRANTEE must submit written notice to the OAG of any change in the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business or otherwise operate in Texas. Such notice must be provided in advance, when possible, but in no event later than ten (10) business days after the effective date of such change; provided, however, that such notice concerning a new address or main telephone number must be provided at least thirty (30) calendar days in advance of any such change. A change in GRANTEE's name requires an amendment to this Grant Contract pursuant to section 12.3 of this Grant Contract.

To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with authority to act on behalf of GRANTEE. To change a GRANTEE contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by an Authorized Official.

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

Such fiscal and programmatic management shall include, without limitation: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures; compliance with applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes.

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

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

limiting the OAG's access to such records and other information.

4.1.6 Texas Public Information Act. Information, documentation, and other material in connection with this Grant Contract or the underlying Grant Program or Funds may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Texas Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, GRANTEE is required to make any information created or exchanged with the OAG, the State of Texas, or any other State agency pursuant to this Grant Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the OAG, the State of Texas, or any other State agency.

4.2 Programmatic Reports

4.2.1 Quarterly Statistical (Performance) Reports. GRANTEE shall deliver to the OAG quarterly statistical reports no later than the thirtieth (30th) day of each month following the end of each fiscal quarter of the State fiscal year covered by the Contract Term. The four (4) quarters, within each State fiscal year covered by the Contract Term, end respectively on the last day of the months of November, February, May and August. Accordingly, quarterly statistical reports, for each respective quarter, are due on or before December thirtieth (30th), March thirtieth (30th), June thirtieth (30th), and September thirtieth (30th).

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

- a. Targets as submitted in the Grant Application and accepted by OAG or otherwise established by the OAG pursuant to section 3.2 above;
- b. Outputs and Outcomes as submitted in the Grant Application, accepted by OAG or otherwise established by the OAG pursuant to section 3.2 above; and
- c. Program Narratives.

4.2.3 Written Explanation of Variance. GRANTEE must provide a written explanation to the OAG on the quarterly statistical report for any year-to-date performance that varies from the projected performance included within the implementation plan submitted by GRANTEE as part of the Grant Application or as otherwise agreed between the Parties. In addition to the written explanation, GRANTEE shall promptly answer any questions from the OAG, whether in writing or otherwise, in connection with any quarterly and annual reports presented to the OAG.

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

GRANTEE shall submit service delivery reports required by this Grant Contract or self-evaluations of performance and other reports requested by the OAG in an appropriate format and on a timely basis. GRANTEE shall make available at reasonable times and for reasonable periods

client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its Designees.

4.3 Financial Matters

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

4.3.2 Monthly Request for Reimbursement and Financial Status Report. Grant Funds will be paid on a cost-reimbursement basis. GRANTEE will submit, each month, a request for reimbursement for the actual and allowable allocable costs incurred by GRANTEE for providing services under this Grant Contract. The payments made to GRANTEE shall not exceed its actual and allowable allocable costs to provide the services under this Grant Contract.

The request for reimbursement will be submitted to the OAG in the form and manner approved by the OAG and will specify the detailed and total expenses for the month, in the following cost categories: (a) personnel and fringe benefits, reported separately, (b) professional and consulting services, (c) travel, (d) equipment, (e) supplies, and (f) other direct operating expenses. The request for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may require different or additional supporting documentation at any time.

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

4.3.3 Fiscal Year-End Required Reports. GRANTEE must submit fiscal year-end required reports to the OAG no later than the earlier of (a) twenty (20) calendar days after the end of the Contract Term; or (b) twenty (20) calendar days after the end of each state fiscal year. The year-end reports shall include the following:

- a. Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior State fiscal year in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses.
- b. Equipment Inventory Report.** To the extent the purchase of equipment is authorized under this Grant Contract and GRANTEE purchases equipment with Grant Funds, GRANTEE will submit a report that provides a record of the current inventory of items purchased, disposed of, replaced, or transferred for any equipment that was purchased with Grant Funds ("Equipment Inventory Report").

4.3.4 Single Audit and Annual Independent Financial Audit Reports. GRANTEE shall comply with the following audit reporting requirements as applicable:

- a. GRANTEES that are required to undergo a Single Audit must complete and submit the Single Audit of the complete program and/or organization, and management letter of the audit findings, to the OAG within nine (9) months of the end of the fiscal year of the GRANTEE. The Single Audit must meet both the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR 200, and the Texas Grant Management Standards (TxGMS) requirements. For GRANTEES whose expenditures require the completion of a Single Audit, the submission of an Annual Independent Financial Audit will not satisfy the auditing requirement of this section.
- b. GRANTEES that are required to undergo an Annual Independent Financial Audit (by statute, regulation, or organizational policy) must submit the Annual Independent Financial Audit of the complete program and/or organization, and management letter of the audit findings, if requested by the OAG.
- c. GRANTEES who do not meet the expenditure threshold requiring a Single Audit, and are not required (by statute, regulation, or organizational policy) to complete an Annual Independent Financial Audit, are not required to submit an annual audit to the OAG.

4.3.5 Timing of Submission of Request for Reimbursement to the OAG; Final Invoice. GRANTEE is responsible for submitting bills in an accurate and timely manner. GRANTEE shall make every reasonable effort to submit monthly billings to the OAG, which cover the previous month's expenses, so that they are received by the OAG on or before the twentieth (20th) day of each month, or if the twentieth 20th day falls on a weekend or holiday, the next business day. The OAG will make reasonable efforts to promptly process and make payments on properly completed billings. GRANTEE shall submit a final invoice that must be received by the OAG not later than the earlier of (a) twenty (20) calendar days after the end of the Contract Term; or (b) twenty (20) calendar days after the end of each State fiscal year.

4.3.6 Reimbursement of Actual and Allowable Allocable Costs. The OAG shall only reimburse actual and allowable allocable costs incurred and paid by GRANTEE during the Contract Term and is not obligated to reimburse any costs or expenses incurred by GRANTEE outside of the Contract Term. The OAG shall only reimburse GRANTEE for employee costs that are directly related to performing the responsibilities of this Grant Contract.

4.3.7 Refunds and Deductions. If the OAG determines that GRANTEE has been overpaid under this Grant Contract, such as payments made inadvertently or payments made but later determined not to be actual and allowable allocable costs, GRANTEE shall promptly refund that amount identified by the OAG as an overpayment. The OAG, in its sole discretion, may offset and deduct any amount of the overpayment from any amount owed to GRANTEE or may require repayment directly from GRANTEE. GRANTEE shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; and Title upon Termination.

GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with Grant Funds under this Grant Contract. GRANTEE shall permanently identify all equipment purchased under this Grant Contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request (in addition to the Equipment Inventory Report called for in section 4.3.3(b) above); however, as between the OAG and GRANTEE, title for equipment will remain with GRANTEE.

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

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

4.3.10 Debts and Delinquencies. GRANTEE agrees that any payments due under this Grant Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

4.4 Compromising Matters

4.4.1 GRANTEE Policy on Fraud, Waste, or Abuse and OAG Notification. GRANTEE must have a policy in place to prevent, detect, and remedy incidences of fraud, waste, or abuse and provide a copy of the policy to the OAG upon request. In the event of any actual, attempted, or suspected fraud, waste, or abuse of Grant Funds the GRANTEE discovers, the GRANTEE shall notify the OAG within five (5) business days of discovery.

For purposes of this Grant Contract: (i) fraud includes, without limitation, the deliberate misuse or misapplication of Grant Funds; (ii) waste includes, without limitation, the extravagant, careless, or needless expenditure of Grant Funds; and (iii) abuse includes, without limitation, the misuse of one's title, position, or authority to obtain a personal benefit or to attempt to damage another individual. GRANTEE understands that the failure to notify the OAG within the required timeframe of actual, attempted, or suspected fraud, waste, or abuse may result in the termination of this Grant Contract. GRANTEE also agrees to report any actual, attempted, or suspected fraud, waste, or abuse of Grant Funds to the State Auditor's Office pursuant to section 7.5 of this Grant Contract.

4.4.2 Reporting of Data Security Incidents. GRANTEE agrees to notify the OAG of any data security incident that has or may impact GRANTEE's ability to complete the services and deliverables, or otherwise fully perform its responsibilities under this Grant Contract within five (5) business days of discovery. Failure to report in the required timeframe may result in termination of this Grant Contract.

For purposes of this Grant Contract, a data security incident is an event or action that could or does jeopardize the confidentiality, integrity, or availability of information relevant to GRANTEE's participation in the Grant Program.

4.4.3 Conduct Unbecoming. GRANTEE warrants that during the term of this Grant Contract, and in relation to GRANTEE's participation in the Grant Program, neither GRANTEE nor GRANTEE's agents will take any act or make any representation that would constitute an actual or potential conflict of interest with the OAG, reasonably create the appearance of impropriety, bring discredit to the OAG, or be against the interest of the State of Texas. GRANTEE acknowledges that violation of this section may result in termination of this Grant Contract. GRANTEE agrees that exhibiting a lack of good character (for example, without limitation, dishonesty, falsifying records, theft, fraud, abuse of authority, malfeasance, or failure to report unethical or illegal behavior) is prejudicial to the proper use of public funds. GRANTEE certifies that GRANTEE and GRANTEE's agents will perform the duties called for by this Grant Contract in a professional manner, and with the highest degree of integrity, consistent with the purposes of the Grant Program.

4.4.4 Criminal or Civil Indictment, Charges, or Convictions. GRANTEE warrants that neither its principals, agents, nor any other individual involved with the daily operations or oversight of GRANTEE and/or the Grant Funds or services provided under the Grant Program are (a) presently under indictment or otherwise criminally or civilly charged by any governmental entity (federal, state, local, or international) for crimes or offenses related to fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, perjury or making other criminally or civilly liable false statements, receiving stolen property, deceptive trade practices, antitrust violations, data security or privacy violations, or any crime or violation of any kind whatsoever in connection with obtaining, attempting to obtain, or performing a publicly funded transaction or contract (whether by grant, appropriation, or any other funding source at any level of federal, state, or local government), or (b) have been convicted, indicted, or charged with any such offenses, crimes, or violations with the three (3) calendar years preceding the effective date of this Grant Contract. GRANTEE represents and warrants that it will notify the OAG in writing within five (5) business days of any changes to the representations or warranties in this section and understands that failure to so timely update the OAG would be a material breach of this Grant Contract and grounds for termination. Pursuant to sections 4.3.7 and 9.2 of this Grant Contract, any Grant Funds that GRANTEE obtained improperly must be refunded to the OAG (or may be offset by the OAG in its sole discretion), and the OAG may place GRANTEE on a financial hold pending review of any change in circumstances under this section.

SECTION 5. OBLIGATIONS OF THE OAG

5.1 Monitoring. The OAG will monitor GRANTEE to ensure the effective and efficient use of Grant Funds to accomplish the purposes of this Grant Contract.

5.2 Maximum Liability of the OAG. The total amount of this Grant Contract shall not exceed the sum of \$49,500.00. GRANTEE agrees that nothing in this Grant Contract will be interpreted to create an obligation or liability of the OAG in excess of the maximum liability set forth in this section of the Grant Contract. Any change to the maximum liability may only be achieved by an amendment to this Grant Contract pursuant to section 12.3 below, and any act, action, or representation by either Party, their agents, or their employees that purports to increase the maximum liability of the OAG is void, unless a written amendment in accordance with section 12.3 is executed by both Parties.

5.3 Limited Reimbursement of GRANTEE Expenses and Approval of Changes. The OAG shall be obligated to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this Grant Contract up to the maximum liability set forth above. The OAG is not obligated to pay unauthorized costs. Prior written approval from the OAG is required if GRANTEE anticipates: altering the scope of GRANTEE's participation in the Grant Program; adding funds to previously un-awarded budget categories; changing funds in any awarded budget category by more than ten percent (10%) of the annual budget; and/or adding new line items to any awarded budget category.

However, the OAG reserves the discretionary right to require a formal amendment to this Grant Contract, in accordance with section 12.3 below, for any of the changes referenced in this section 5.3.

5.4 Reimbursement Not Entitlement or Right. Reimbursement under this Grant Contract is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this Grant Contract and all documents incorporated herein by reference.

5.5 Funding Limitation. GRANTEE agrees that funding for this Grant Contract is subject to the actual receipt by the OAG of Grant Funds (state and/or federal) awarded and/or appropriated to the OAG. GRANTEE agrees that, for the purpose of this Grant Contract, the Grant Funds, if any, received from the OAG are limited by the term of each State fiscal biennium and by specific appropriation authority to, and the spending authority of, the OAG. **GRANTEE agrees that notwithstanding any other provision of this Grant Contract, if the OAG is not awarded or appropriated the Grant Funds, or if the OAG does not receive the awarded or appropriated funds for the Grant Program, or if the funds awarded or appropriated to the OAG for the Grant Program are required to be reallocated to fund other State programs or purposes, the OAG is not liable to pay GRANTEE any remaining balance on this Grant Contract.**

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, in its sole discretion, terminate this Grant Contract, without recourse, liability or penalty, upon written notice to the other Party at least thirty (30) calendar days before the effective date of such termination.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions, and provisions of this Grant Contract, or if the OAG receives financial reporting which indicates high financial risk, the OAG may, upon written notice to GRANTEE, immediately terminate all or any part of this Grant Contract.

6.2.1 Termination for Failure to Maintain Financial Viability. The OAG may terminate this Grant Contract if, in its sole discretion, the OAG has a good faith belief that GRANTEE no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities, under this Grant Contract.

Upon request, GRANTEE will provide the OAG a copy of any document the OAG deems relevant to determining financial viability.

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

Termination, for any reason, or expiration of this Grant Contract shall not release the Parties from any liability or obligation set forth in this Grant Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this Grant Contract: sections 4 (Obligations of GRANTEE), 5 (Obligations of the OAG), 7 (Audit rights; Records Retention), 11 (Additional Terms and Conditions), and 12 (Construction of Grant Contract and Amendments).

SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

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

7.2 Records Retention. GRANTEE shall maintain and retain records for a period of seven (7) years after this Grant Contract is terminated or expires, or all issues that arise from any litigation,

claim, negotiation, audit, open records request, administrative review, or other action involving this Grant Contract or related documents are resolved. The records include, but may not be limited to, this Grant Contract, any contract solicitation documents, any documents that are necessary to fully disclose the extent of services provided under this Grant Contract, any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered. The OAG may, in its discretion, direct GRANTEE to retain documents for a longer period of time or transfer certain records to the OAG's custody when it is determined the records possess longer term retention value. GRANTEE must include the substance of this clause in all subcontracts related to this Grant Contract.

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

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

7.5 State Auditor. In addition to, and without limitation on, the other audit provisions of this Grant Contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office ("SAO") may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this Grant Contract or indirectly through a subcontract under this Grant Contract. The acceptance of funds by GRANTEE or any other entity or person directly under this Grant Contract or indirectly through a subcontract under this Grant Contract acts as acceptance of the authority of the SAO, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the SAO in the conduct of the audit or investigation, including providing all records requested.

GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The SAO shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this Grant Contract. GRANTEE also represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the SAO.

7.6 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to the OAG or its Designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as the OAG or its Designees may reasonably require to perform the audits described in this Grant Contract.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate the proper methods for the delivery of information to the OAG by GRANTEE. The OAG generally requires submission of information via email. Some reporting requirements must occur via the internet and/or a web-based data collection method. Accordingly, all reports required under this Grant Contract including, without limitation, semi-annual statistical reports, annual performance reports, financial status reports, requests for reimbursement, Annual Compiled Financial Statement Report, and any other reports, notices or information must be submitted in the manner directed by the OAG. The manner of delivery is subject to change during the Contract Term at the sole discretion of the OAG.

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

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

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

9.2 Financial Hold. The OAG may, in its sole discretion, place GRANTEE on a financial hold, immediately and without first requiring a corrective action plan, in the event of any of the following circumstances: failure to comply with submission deadlines for required reports, invoices, or other requested information; indicators of financial risk; conflict(s) or suspected conflict(s) of interest; a change in the circumstances detailed in sections 4.4.3 or 4.4.4 of this Grant Contract; or potential or actual fraud, waste, or abuse. No reimbursements will be processed until all information requested by the OAG is submitted and approved by the OAG. If GRANTEE is placed on financial hold, the OAG, in its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion and with no obligation to require a corrective action plan first, may impose sanctions, including, without limitation, one or more of the following: withholding or suspending funding; offsetting previous reimbursements; requiring repayment; disallowing claims for reimbursement; reducing funding; terminating this Grant Contract; and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the terms and conditions of this Grant Contract. Corrective action plans, financial hold, and/or sanctions do not excuse or operate as a waiver of any failure to comply with this Grant Contract. GRANTEE is charged with full knowledge of all terms, conditions, and other requirements of this Grant Contract and all documents incorporated herein, and ignorance of any terms, conditions, or other requirements referenced in this Grant Contract and all documents incorporated herein shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, Code of Federal Regulations (CFR) and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, and guidelines, including 2 CFR Part 200, and any other authorities relevant to the performance of GRANTEE under this Grant Contract. In instances where multiple requirements apply to GRANTEE, the more restrictive requirement controls.

10.2 Uniform Grant Management Act, TxGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies, including Texas Government Code, Chapter 783, and the Texas Grant Management Standards (TxGMS), and any other applicable federal or state grant management standards or requirements. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, which are incorporated herein by reference, including, without limitation, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual Single Audit certification, compliance with

annual independent financial audit filing requirement, return of Grant Funds in the event of loss or misuse, and conflict of interest.

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

10.4 Dealings with Public Servants; Disclosure of Conflicts. GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this Grant Contract or in connection with this Grant Contract, except as allowed under relevant state or federal law. Further, GRANTEE represents and warrants that in the administration of Grant Funds, it will comply with all conflict of interest prohibitions and disclosure requirements required by any applicable laws, rules, and policies, including Chapter 176 of the Texas Local Government Code. GRANTEE will establish safeguards to prohibit its principals, employees, and other agents from using their positions for a purpose that constitutes, or presents the appearance of, a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential, or apparent conflict of interest with respect to its performance under this Grant Contract. GRANTEE must disclose to the OAG, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this Grant Contract or other change in circumstances relevant to this section 10.4.

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

10.6 Does Not Boycott Israel. To the extent required by Texas Government Code Section 2271.002, GRANTEE represents and warrants that neither GRANTEE, nor any subcontractor, assignee, or subrecipient of GRANTEE, currently boycotts Israel, or will boycott Israel during the Contract Term. GRANTEE agrees to take all necessary steps to ensure this certification remains true for any future subcontractor, assignee, or subrecipient. For purposes of this provision, "Boycott Israel" shall have the meaning assigned by Texas Government Code, Section 808.001(1).

10.7 Law Enforcement Agency Grant Restriction. To the extent applicable, GRANTEE acknowledges that, under article IX, section 4.01, of the General Appropriations Act during the Contract Term, funds may only be expended under this Grant Contract if GRANTEE is in compliance with all rules developed by the Commission on Law Enforcement or if the Commission on Law Enforcement has certified that GRANTEE is in the process of achieving compliance. This requirement applies to all applicable subawards and must be present in applicable subaward contracts.

10.8 Restriction on Abortion Funding. GRANTEE acknowledges that, under article IX, section 6.24, of the General Appropriations Act during the Contract Term, and except as provided by that Act, funds may not be distributed under this Grant Contract to any individual or entity that: (1) performs an abortion procedure that is not reimbursable under the State's Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program; or (3) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program.

10.9 Restriction on Use of Public Money to Facilitate or Provide Gender Transition Therapies to Children. GRANTEE acknowledges that, under Texas Health and Safety Code Section 161.704 public money may not be used to directly or indirectly provide or facilitate the provision of a procedure or treatment to a child that is prohibited under Texas Health and Safety Code Section 161.702 and is not exempted under Texas Health and Safety Code Section 161.703.

10.10 Restriction on Immigration Services. GRANTEE shall not use any Grant Funds for the provision of assistance with immigration related services (including, without limitation, any time spent by employees that is invoiced to the OAG for reimbursement under this Grant Contract). GRANTEE represents and warrants that the OAG's payments to GRANTEE and GRANTEE's receipt of Grant Funds under this Grant Contract, or other awarded or appropriated funds related to the Grant Program, shall not be used for immigration related services. Failure to comply with this section 10.10 would be a material breach of this Grant Contract and grounds for termination. Pursuant to section 4.3.7 of this Grant Contract, any Grant Funds that GRANTEE obtained improperly must be refunded to the OAG (or may be offset by the OAG in its sole discretion).

SECTION 11. ADDITIONAL TERMS AND CONDITIONS

11.1 Indemnification. GRANTEE and/or contractors or subcontractors, as applicable, are responsible for all types of claims whatsoever due to actions or performance under this Grant Contract, including, without limitation, the use of automobiles or other transportation, by its owners, incorporators, officers, directors, employees, volunteers or any third parties. **TO THE EXTENT PERMISSIBLE UNDER THE TEXAS CONSTITUTION AND LAWS PROMULGATED THEREUNDER, GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OAG AND THE STATE OF TEXAS, AND/OR THEIR**

OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OAG. GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING CONCURRENCE FROM THE OAG. THE OAG AND GRANTEE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG or the Attorney General of the State of Texas, directly or indirectly, nor may GRANTEE authorize anyone else to do so, in any media release, public service announcement, or public service disclosure relating to this Grant Contract or GRANTEE's participation in the Grant Program, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act (Texas Government Code Chapters 551 and 552, respectively).

11.3 Intellectual Property. GRANTEE understands and agrees that GRANTEE may copyright any original books, manuals, films, or other original material and intellectual property, developed or produced, wholly or partially, using funds obtained under this Grant Contract, subject to an unrestricted, royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted to the OAG by GRANTEE, or, where applicable, the State of Texas or the United States Government if federal funds are expended. GRANTEE hereby grants the OAG an unrestricted, royalty-free, non-exclusive, and irrevocable license to use, copy, modify, reproduce, publish, or otherwise use, and authorize others to use such material and intellectual property (in whole or in part, including in connection with derivative works), at no additional cost to the OAG, in any manner the OAG deems appropriate in its sole discretion.

GRANTEE shall obtain from subrecipients, contractors, and subcontractors (if any are authorized by the OAG) all rights and data necessary to fulfill the GRANTEE's obligations to the OAG under this Grant Contract. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the OAG such rights, GRANTEE shall promptly bring such refusal to the attention of the OAG Grant Manager for this Grant Contract and not proceed with the agreement in question without further authorization from the OAG Grants Administration Division.

11.4 Program Income. Gross income directly generated from Grant Funds through a project or activity performed under this Grant Contract is considered "Program Income." Unless otherwise required under the terms of this Grant Contract, any Program Income shall be used by GRANTEE to further the program objectives of the project or activity under this Grant Contract, and the Program Income shall be spent on the same project or activity in which it was generated.

GRANTEE shall identify and report this Program Income in accordance with the OAG's reporting instructions. GRANTEE must expend Program Income during the Contract Term, and any Program Income not expended during the Contract Term must be refunded to the OAG.

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

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

11.7 No Subcontracting, Assignment, or Delegation Without Prior Written Approval of the OAG; and GRANTEE's Oversight Responsibilities. GRANTEE may not subcontract, assign any of its rights, or delegate any of its duties under this Grant Contract without the prior written approval of the OAG. The OAG shall maintain complete and sole discretion to approve or deny any request to subcontract, assign any right, or delegate any duty under this Grant Contract, and the OAG may withhold its approval for any reason or no reason. Any attempted subcontracting, assignment, or delegation in violation of this provision will be void and without effect.

In the event the OAG approves subcontracting, assignment, or delegation by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this Grant Contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this Grant Contract and that the OAG shall not be liable in any manner to GRANTEE's contractor(s)/subcontractor(s). GRANTEE represents and warrants that it will maintain oversight to ensure that its contractor(s)/subcontractor(s) perform in accordance with the terms, conditions, and specifications of their contracts, subcontracts, or purchase orders.

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

11.9 Merging Entities. If GRANTEE merges with an organization that is currently receiving grant funds for the same purpose directly from the OAG (an "eligible organization"), and the merger is completed during the Contract Term, then the standing organization may seek reimbursement for the remaining OAG funding of the dissolving organization in addition to the standing organization's current funding.

If GRANTEE merges with, or is absorbed by, an organization that is not an eligible organization, GRANTEE's Grant Contract will terminate upon the effective date of the merger transaction, and the standing organization may not seek the funding of the dissolving organization for the current grant period.

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

11.11 Governing Law; Venue. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law provisions, including any disputes that cannot be resolved in the ordinary course of business.

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

11.12 U.S. Department of Homeland Security’s E-Verify System. GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security’s E-Verify system to determine the eligibility of any new employee hired during the Contract Term who will be working on any matter covered by this Grant Contract.

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

11.13.1 Services to Indigent Clients. GRANTEE shall provide victim-related civil legal services directly to indigent victims, indigent immediate family members of indigent victims, or other authorized indigent claimants. “Indigent” means an individual who earns not more than 187 ½% of the federal poverty guidelines published by the United States Department of Health and Human Services. Victims, immediate family members of victims, and other authorized claimants are defined in Article 56A.001 of the Texas Code of Criminal Procedure.

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

11.13.3 No Cases Resulting in Fees. Grant Funds to organizations to provide legal services to the victims of crime, immediate family members, or other authorized claimants in civil matters

shall not be used for any case or matter that, if undertaken on behalf of an indigent person by an attorney in private practice, might reasonably be expected to result in payment of a fee for legal services from an award to a client from public funds, or from the opposing party.

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

11.13.4 Other Restrictions. Grant Funds shall not be used to directly fund lobbying for or against any candidate or issue; class action suits against any party; or other lawsuits causes of action, defenses, or claims against governmental entities except as specifically provided below.

Grant Funds may be used to support a lawsuit brought by an individual, solely on behalf of the individual or the individual's dependent or ward, to compel a governmental entity to provide benefits that the individual or the individual's dependent or ward is expressly eligible to receive, by statute or regulation, including social security benefits, temporary assistance to needy families, financial assistance under Chapter 31, Texas Human Resources Code, Supplemental Nutrition Assistance Program or food stamps, special education for persons with disabilities, Medicare, Medicaid, subsidized or public housing, and other economic, shelter or medical benefits provided by a government entity directly to an indigent individual, but not to support a claim for actual or punitive damages.

Grant Funds shall not be used to support any legal action seeking to establish, obtain or appeal Compensation for Crime Victims payments as administered by the OAG.

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

11.13.6 Professional Conduct. In accepting and pursuing matters for clients, GRANTEE shall adhere to the Texas Disciplinary Rules of Professional Conduct, the Texas Rules of Disciplinary Procedure, and any other code or rules of professional responsibility adopted by the State of Texas for attorneys, paralegals, or other legal services providers. GRANTEE should exercise reasonably prudent judgment and consider all relevant factors, including the legal merits and the economic and practical value, of the matter in providing legal services.

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

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

11.14 Business with Iran, Sudan, or Terrorist Organizations. GRANTEE hereby represents and warrants that it does not, and shall not during the Contract Term, engage in any business operations, including but not limited to acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce with Iran, Sudan or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

11.15 No Use of Grant Funds for Lobbying. GRANTEE shall not use any Grant Funds provided by the OAG to GRANTEE to influence the passage or defeat of any legislative measure or election of any candidate for public office. GRANTEE represents and warrants that the OAG's payments to GRANTEE and GRANTEE's receipt of appropriated or other funds under this Grant Contract or Grant Program are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

11.16 Child Support Obligation Affirmation. Under Section 231.006 of the Texas Family Code, GRANTEE certifies that it is not ineligible to receive the specified Grant Funds and hereby acknowledges that this Grant Contract may be terminated and payment withheld if this certification is inaccurate. GRANTEE also represents and warrants that it will include the following clause in the award documents for any subrecipients, contractors, or subcontractors who may receive Grant Funds indirectly through this Grant Contract and require their certification accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract or award may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) of the business entity submitting the bid or application."

11.17 Dispute Resolution Process. To the extent applicable, the dispute resolution process provided for in Chapter 2009 of the Texas Government Code (for disputes between governmental bodies) and Chapter 2260 of the Texas Government Code (for disputes involving a non-governmental body) shall be used to resolve any dispute arising under this Grant Contract, including specifically any alleged breach of this Grant Contract by the OAG.

11.18 Excluded Parties. GRANTEE certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,” published by the United States Department of the Treasury, Office of Foreign Assets Control.

11.19 Executive Head of a State Agency Affirmation. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, GRANTEE certifies that it is not (1) the executive head of the OAG, (2) a person who at any time during the four (4) years before the date of this Grant Contract or grant was the executive head of the OAG, or (3) a person who employs a current or former executive head of the OAG.

11.20 Political Polling Prohibition. GRANTEE represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.

11.21 Financial Participation Prohibited Affirmation. Under Section 2155.004(b) of the Texas Government Code, GRANTEE certifies that it is not ineligible to receive this specified Grant Contract or Grant Funds and acknowledges that this Grant Contract may be terminated and all payments withheld if this certification is inaccurate.

11.22 Human Trafficking Prohibition. Under Section 2155.0061 of the Texas Government Code, the GRANTEE certifies it is not ineligible to receive this Grant Contract or Grant Funds and acknowledges that this Grant Contract may be terminated and all payments withheld if this certification is inaccurate.

11.23 Prior Disaster Relief Contract Violation. Under Sections 2155.006 and 2261.053 of the Texas Government Code, the GRANTEE certifies that it is not ineligible to receive this Grant Contract or Grant Funds and acknowledges that this Grant Contract may be terminated and all payments withheld if this certification is inaccurate.

11.24 Cybersecurity Training Program. All GRANTEES must complete a cybersecurity training. If the GRANTEE has access to any State or local government computer system or database, GRANTEE shall complete cybersecurity training and verify completion of the training program to the OAG pursuant to and in accordance with Section 2054.5192 or 2054.5191, as applicable, of the Government Code.

11.25 Debarment and Suspension. GRANTEE certifies that it and its principals are not suspended or debarred from doing business with the State or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.

11.26 Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations. GRANTEE represents and warrants that it will comply with

Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

11.27 Legal Authority. GRANTEE represents that it possesses legal authority to apply for Grant Funds and to participate in the Grant Program. A resolution, motion, or similar action has been duly adopted or passed as an official act of the GRANTEE's governing body, authorizing the filing of the Grant Application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of GRANTEE to act in connection with this Grant Contract and to provide such additional information as may be required.

11.28 Limitations on Grants to Units of Local Government. GRANTEE acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:

- a. Parts 2 and 3 of the Texas General Appropriations Act, article IX, except there is no requirement for increased salaries for local government employees;
- b. Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- c. Sections 2113.012 and 2113.101 of the Texas Government Code

11.29 Open Meetings. If the GRANTEE is a governmental entity, GRANTEE represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special, or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

11.30 Public Camping Ban. GRANTEE certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code Section 364.003. If GRANTEE is currently being sued under the provisions of Local Government Code Section 364.003, or is sued under that Section at any point during the duration of the Contract Term, GRANTEE must immediately disclose the lawsuit and its current posture to the OAG.

11.31 Disaster Recovery Plan. Upon request of the OAG, GRANTEE shall provide the descriptions of its business continuity and disaster recovery plans.

11.32 Discrimination Prohibited. To the extent applicable, in accordance with Section 2105.004 of the Texas Government Code, GRANTEE represents and warrants that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.

11.33 Force Majeure. Neither GRANTEE nor the OAG shall be liable to the other Party for any delay in, or failure of performance of, any requirement included in this Grant Contract caused by force majeure. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation systems, epidemics or pandemics, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and/or which, by the exercise of all reasonable due diligence, such Party is unable to overcome. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform as quickly as possible.

11.34 COVID-19 Documentation. Pursuant to Texas Health and Safety Code, Section 161.0085, a business in Texas may not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the business. To the extent applicable, GRANTEE represents and warrants that it is in compliance with Texas Health and Safety Code, Section 161.0085 and is eligible, pursuant to that Section, to receive a grant or otherwise enter into a contract payable with State funds.

11.35 Independent Contractors. GRANTEE expressly agrees that it is an independent contractor. Under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a State of Texas employee, agent, servant, partner of, or part of any joint venture or joint enterprise with, the OAG or the State of Texas by virtue of this Grant Contract or their performance hereunder. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE (if any) will also be deemed an independent contractor and will not be considered or permitted to be an agent, servant, partner of, or part of any joint venture or joint enterprise with, the OAG or the State of Texas by virtue of this Grant Contract.

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

11.36 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters. In participating in the Grant Program, the GRANTEE:

- a. represents and warrants that GRANTEE neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described herein; and

b. certifies that, if GRANTEE learns or GRANTEE is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described herein, it will immediately stop any further obligations of Grant Funds, will provide prompt written notification to the OAG, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the OAG.

11.37 Disclosure of Prior State Employment. In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, GRANTEE certifies that it does not employ an individual who has been employed by the OAG or another agency at any time during the two (2) years preceding the submission of the Grant Application or, in the alternative, GRANTEE has disclosed in its Grant Application the following: (i) the nature of the previous employment with the OAG or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

11.38 Former Agency Employees. GRANTEE represents and warrants that none of its employees including, but not limited to, those authorized to provide services under this Grant Contract, were former employees of the OAG during the twelve (12) month period immediately prior to the date of execution of this Grant Contract.

11.39 Executive Order GA-55 Prohibiting All Forms of Race Discrimination. GRANTEE certifies that it will comply with the color-blind guarantee of both the Texas and United States Constitutions by ensuring, without limitation, that all GRANTEE rules, policies, employment practices, communications, curricula, services provided, use of Grant Funds, participation in the Grant Program, and any other organizational actions, treat people equally, regardless of race.

SECTION 12. CONSTRUCTION OF THIS GRANT CONTRACT AND AMENDMENTS

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

12.2 Entire Agreement, Including All Exhibits, and Order of Precedence. This Grant Contract, including all exhibits (if any) and documents incorporated by reference, reflects the entire agreement between the Parties with respect to the Grant Program and Grant Funds, and there are no other representations (verbal or written), directives, guidance, assistance, understandings, or agreements between the Parties related to the Grant Program or Grant Funds. By executing this Grant Contract, GRANTEE agrees to strictly comply with the requirements and obligations of this Grant Contract, including all exhibits (if any) and documents incorporated by reference. In the event of a conflict between the provisions of this Grant Contract document, the OAG's Application

Kit, and the GRANTEE's Grant Application, the following order of precedence applies: (1) this Grant Contract document, (2) the OAG's Application Kit, and (3) GRANTEE's Grant Application.

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

12.4 Severability and Partial Invalidity. If any term or provision of this Grant Contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. It is the intent and agreement of the Parties to this Grant Contract that this Grant Contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal, and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal, and enforceable and that achieves the same objective. All other provisions of this Grant Contract will continue in full force and effect.

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

12.6 Official Capacity. The Parties stipulate and agree that the signatories hereto are executing and performing this Grant Contract only in their official capacities.

12.7 Signature Authority. The undersigned represent and warrant that the individuals submitting this document are authorized to sign such documents on behalf of the respective Parties.

12.8 False Statements. GRANTEE agrees and acknowledges that if GRANTEE signs this Grant Contract with a false statement or it is subsequently determined that GRANTEE has violated any of the representations, warranties, guarantees, certifications, or affirmations included in this Grant Contract, or any documents submitted in connection with this Grant Contract, then GRANTEE will have breached this Grant Contract and the OAG may exercise any of its rights associated with such circumstances including, without limitation, termination of this Grant Contract for cause.

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS GRANT CONTRACT.

Office of the Attorney General

Travis County Attorney's Office

Printed Name: _____
Office of the Attorney General

Printed Name: _____
Authorized Official



GRANTS ADMINISTRATION

TRAVIS COUNTY, TEXAS

700 Lavaca, Ste. 320
P.O. Box 1748
Austin, Texas 78701

MEMORANDUM

TO: Travis County Commissioners Court
FROM: Dashiell Daniels, Grants Administrator
DATE: September 22, 2026
RE: Award agreement for the FY27 Comprehensive Underage Drinking Prevention Program from the Texas Department of Transportation for the County Attorney's Office

The County Attorney's Office has been awarded the FY27 Comprehensive Underage Drinking Prevention Program grant from the Texas Department of Transportation's Traffic Safety Grants. The award funds the cost of a Social Services Program Administrator and a Social Services Program Specialist that provide underage drinking prevention and anti-DWI/DUI presentations and information to youth and their guardians throughout Travis County.

Travis County has received funding from this grant program for several years. The FY27 award amount is \$113,664.27. Matching funds of 20% are required, but because the award amount does not cover the full cost of the program, the County Attorney's Office will provide matching funds totaling \$139,476.18, or 55.10% of the total project cost. This matching amount includes both salaries and fringe benefits for the positions funded by the award, as well as miscellaneous programmatic costs including printing services, postage, a monthly office space lease, and telephone, internet, and cable services.

Grants Administration recommends approval of the award agreement.

cc: Sarah Martinez, Jacqueline Sanchez, County Attorney's Office
Michael Gutierrez, County Auditor's Office
Yuliana Chavez, Planning and Budget Office

Texas Traffic Safety eGrants

Fiscal Year 2027

Organization Name: Travis County Attorney's UDPP

Legal Name: County of Travis

Payee Identification Number: 17460001922035

Project Title: Comprehensive Underage Drinking Prevention Program

ID: 2027-Travis C-G-1YG-0091

Period: 10/01/2026 to 09/30/2027

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

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/Transit District**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2026.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

ALN Number:
ALN Title:
Funding Source: Section
Unique Entity Identifier (UEI) : **GXKLEZK8C7U8**
FAIN:

Project Title: **Comprehensive Underage Drinking Prevention Program**
Description: Provide underage drinking prevention/anti-DWI/DUI presentations and information booths to youth/their guardians in Travis, Hays and Williamson Counties in order to reduce under 21 DUI related crashes.
This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2026** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2027** unless terminated or otherwise modified.

Total Awarded: **\$253,140.45**
Amount Eligible for Reimbursement by the Department: **\$113,664.27**
Match Amount provided by the Subgrantee: **\$139,476.18**

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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 (Compensation) and Article 7 (Reporting and Monitoring) 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 grant related training as requested by the Department
- 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), 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.
- 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:
 - 1. review of periodic reports
 - 2. physical inspection of project records and supporting documentation
 - 3. telephone conversations
 - 4. e-mails and letters
 - 5. quarterly review meetings
 - 6. eGrants
- 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:
 - 1. Ascertain whether or not the project objectives were met
 - 2. Review project accomplishments (performance measures completed, targets achieved)
 - 3. Account for any approved Program Income earned and expended
 - 4. Identify exemplary performance or best practices

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

GENERAL INFORMATION

Project Title - Comprehensive Underage Drinking Prevention Program

Project Description - Provide underage drinking prevention/anti-DWI/DUI presentations and information booths to youth/their guardians in Travis, Hays and Williamson Counties in order to reduce under 21 DUI related crashes.

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

BUDGET SUMMARY

Budget Category		TxDOT	Match	Program Income	Total
Category I - Labor Costs					
(100)	Salaries:	\$71,725.80	\$75,121.49	\$0	\$146,847.29
(200)	Fringe Benefits:	\$38,943.17	\$12,296.10	\$0	\$51,239.27
	Sub-Total:	\$110,668.97	\$87,417.59	\$0	\$198,086.56
Category II - Other Direct Costs					
(300)	Travel:	\$2,995.30	\$593.45	\$0	\$3,588.75
(400)	Equipment:	\$0	\$0	\$0	\$0
(500)	Supplies:	\$0	\$0	\$0	\$0
(600)	Contractual Services:	\$0	\$0	\$0	\$0
(700)	Other Miscellaneous:	\$0	\$51,465.14	\$0	\$51,465.14
	Sub-Total:	\$2,995.30	\$52,058.59	\$0	\$55,053.89
Total Direct Costs:		\$113,664.27	\$139,476.18	\$0	\$253,140.45
Category III - Indirect Costs					
(800)	Indirect Cost Rate:	\$0	\$0	\$0	\$0
Summary					
	Total Labor Costs:	\$110,668.97	\$87,417.59	\$0	\$198,086.56
	Total Direct Costs:	\$2,995.30	\$52,058.59	\$0	\$55,053.89
	Total Indirect Costs:	\$0	\$0	\$0	\$0
Grand Total:		\$113,664.27	\$139,476.18	\$0	\$253,140.45
	Fund Sources: (Percent Share)	44.90%	55.10%	0.00%	

Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in eGrants.

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

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 compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Behavioral 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 in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that 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. Political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in

part with Federal funds.

- 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 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, regulations, 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 federal requirements that 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 that 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

Revised 08/20/2026

governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to 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, 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 a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. 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.
 - 1. 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 of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be offset by an equivalent underrun elsewhere in the Project Budget.
 - 2. 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), 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.
 - 3. 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.
 - 4. 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.
- C. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees must not exceed 10% of the TxDOT award for Non-Enforcement/Administrative Duties salaries. Subgrantees are not allowed to use

underrun funds from the TxDOT amount of (100) Salaries, Subcategory "Enforcement," to exceed the TxDOT amount listed in Subcategory "Administrative Duties." The TxDOT amount can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

- D. 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.
- E. 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.
- F. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.
- G. The Subgrantee agrees to submit monthly 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.
- H. 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.
- I. Payments are contingent upon the availability of appropriated funds.
- J. 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.
- K. Preference for funding will be given to projects based on demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement 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 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 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.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

- A. 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. If the Department finds that such work does constitute additional work, the Department shall 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.
- B. 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 of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those 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.
- C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.
- D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.
- E. 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

- A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:
 - 1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.
 - 2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.
 - 3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting

period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

- B. 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, overruns, or high unit costs.
- C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:
 - 1. 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.
 - 2. 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 under this agreement (called the "Records"), and shall make the 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 the 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

- A. 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 claims or liabilities as a result of any

Revised 08/20/2026

activities of the Subgrantee, its agents, or employees.

- B. 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 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 to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.
- C. 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 supersedes 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 work under this agreement. 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

- A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:
 - 1. This agreement is terminated in writing with the mutual consent of both parties; or
 - 2. There is a written thirty (30) day notice by either party; or
 - 3. 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.
- B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that 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

- A. The Department and, when federal funds are involved, the USDOT, or any of their

authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

- B. 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 a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

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 proposed subcontract, regardless of the dollar amount, must be fully executed and uploaded into the Department's designated electronic system. Approval will be electronically documented and retained in the designated system, which serves as the official record of the Department's subcontract approval. Subcontracts must contain all required provisions of these Grant Agreement General Terms and Conditions. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

- A. 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.

- B. 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 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

Revised 08/20/2026

agreement, and that it has not paid or agreed to pay any company or person, other than a 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

- A. 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.
- B. All employees of the Subgrantee shall have the knowledge and experience that 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.
- C. 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 procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.216, 200.310-.316, 200.318-.327.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, 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 databases, 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 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 the 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.

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 United States Department of Transportation (USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Chapter 60, as they may be amended periodically (called the "Regulations").
- B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:
 - **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21; Article 22. Civil Rights Compliance
 - **23 CFR 1300** – Appendix A to Part 1300-Certifications and Assurances for Highway Safety Grants – Nondiscrimination:
 - **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
 - **The Uniform Relocation Assistance and Real Property Acquisition Policies Act**

of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38. The subgrantee should provide accommodations necessary for effective communication at no cost to the program participant;

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

Revised 08/20/2026

- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- 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 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 the 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 certify that to the Department or the USDOT, 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 USDOT 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 any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those 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 (DBE) PROGRAM

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.
- C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision- making authority regarding the DBE goal and shall be responsible for documenting its actions
- D. The Subgrantee shall follow all other parts of the Department's DBE program. Information can be found at web address <https://www.txdot.gov/business/disadvantaged-small-business-enterprise/dbe-airport-concessions.html>.
- E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime

contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or

agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal 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 public (Federal, State or local) 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;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

Revised 08/20/2026

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering

into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A.
- B. The Subgrantee agrees that it shall:
 1. Obtain and maintain an active registration in the System for Award Management (SAM.gov) and provide its Unique Entity Identifier (UEI) to the Department in

accordance with 2 CFR Part 25. The UEI is a 12-character alphanumeric identifier assigned through SAM.gov.

2. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

- A. 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 2 CFR Part 200.
- B. If threshold expenditures of \$1,000,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov
- C. If expenditures are less than \$1,000,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$1,000,000 expenditure threshold and therefore, are not required to have a single audit performed for FY_____."
- D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION (*This article applies only to non-profit entities.*)

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE (applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

**Texas Department Of Transportation - Traffic Safety
Electronic Signature Authorization Form**

This form identifies the person(s) who have the authority to sign grant agreements and amendments for the Grant ID listed at the bottom of the page.

Name Of Organization: County of Travis

Project Title: Comprehensive Underage Drinking Prevention Program

Authorizing Authority

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 the agreement on behalf of the organization. I authorize the person(s) listed under the section "Authorized to Electronically Sign Grant Agreements and Amendments" to enter into an agreement on behalf of the organization.

Name:	ANDY BROWN
Title:	COUNTY JUDGE
Signature:	
Date:	
Under the authority of Ordinance or Resolution Number (if applicable)	

Authorized to Electronically Sign Grant Agreements and Amendments

List Subgrantee Administrators who have complete authority to enter into an agreement on behalf of the organization.

	Print Name of Subgrantee Administrator in TxDOT Traffic Safety eGrants	Title
1.	SARAH MARTINEZ	PROGRAM COORDINATOR
2.	MARCO OCHOA	FINANCIAL ANALYST SR.
3.	DASHIELL DANIELS	GRANTS ADMINISTRATOR



GRANTS ADMINISTRATION

TRAVIS COUNTY, TEXAS

700 Lavaca, Ste. 320
P.O. Box 1748
Austin, Texas 78701

MEMORANDUM

TO: Travis County Commissioners Court
FROM: Dashiell Daniels, Grants Administrator
DATE: September 22, 2026
RE: Award agreement for the FY27 Comprehensive STEP program from the Texas Department of Transportation for the Travis County Sheriff's Office

The Travis County Sheriff's Office (TCSO) has been awarded a grant from the FY27 Comprehensive Selective Traffic Enforcement Program (STEP). Funds from the award will reimburse TCSO for the cost of overtime for law enforcement officers to conduct traffic enforcement in areas with a high risk for collisions. Traffic enforcement is meant to prioritize DWI, speed enforcement, occupant protection, intersection traffic control, and distracted driving. The performance period for the award is October 1, 2026 through September 30, 2027, but the award is meant to prioritize enforcement activities during state and federally determined holiday periods, including Christmas and New Year's, Spring Break, Memorial Day, Independence Day, and Labor Day.

The total award amount from the Texas Department of Transportation is \$131,688.90. Matching funds of \$32,922.22 (20%) are required, which are provided through a combination of fringe benefit costs associated with the overtime that will be reimbursed, along with indirect costs that will not be reimbursed by the grant. The total cost for TCSO is \$13,168.89.

Grants Administration recommends approval of the award agreement.

cc: Sheriff Henandez, Robert Stanford, Rudy Holland, Travis County Sheriff's Office
Jacqueline Sanchez, County Attorney's Office
Alex Braden, Planning and Budget Office
Tracy Leblanc, County Auditor's Office

Texas Traffic Safety eGrants

Fiscal Year 2027

Organization Name: Travis County Sheriff's Office

Legal Name: County of Travis

Payee Identification Number: 17460001922035

Project Title: STEP Comprehensive

ID: 2027-Travis County SO-S-1YG-00069

Period: 10/01/2026 to 09/30/2027

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

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/Transit District**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2026.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

ALN Number:
ALN Title:
Funding Source: Section
Unique Entity Identifier (UEI) : **GXKLEZK8C7U8**
FAIN:

Project Title: **STEP Comprehensive**
This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2026** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2027** unless terminated or otherwise modified.

Total Awarded: **\$164,611.12**
Amount Eligible for Reimbursement by the Department: **\$131,688.90**
Match Amount provided by the Subgrantee: **\$32,922.22**

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RESPONSIBILITIES OF THE SUBGRANTEE

A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.

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 grant related training as requested by the Department

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 the schedule for grant related activities.

2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.

E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.

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..

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 any activity already supported by local or state funds.

I. Ensure that each officer working on the STEP project will complete an officer's daily activity report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, Enforcement Zone identifier, mileage (including starting and ending mileage), hours worked, type of warning or citation issued or arrest made, officer and supervisor signatures.

J. All STEP agencies must provide the following provision in all daily activity report forms:

"I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC 1001. This information on this form is true, correct, and complete to the best of my knowledge and ability."

The above language should be added to the activity reports immediately above the signature lines of the officer and supervisor.

County of Travis
STEP Comprehensive

K. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.

L. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

M. 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, and a copy maintained for verification during the grant year.

N. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.

O. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.

P. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

Revised: 11/07/2017

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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:

- 1. review of periodic reports**
- 2. physical inspection of project records and supporting documentation**
- 3. telephone conversations**
- 4. e-mails and letters**
- 5. quarterly review meetings**
- 6. eGrants**

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:

- 1. Ascertain whether or not the project objectives were met**
- 2. Review project accomplishments (performance measures completed, targets achieved)**
- 3. Account for any approved Program Income earned and expended**
- 4. Identify exemplary performance or best practices**

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GENERAL INFORMATION

Project Title:STEP Comprehensive

Label:

Project Description:

Label:

Program Elements

When performing enforcement activities under this grant, officers should make the enforcement of the STEP elements listed below their top priority, although any traffic-related probable cause can be used to initiate a vehicle stop

1. DWI : Driving While Intoxicated
2. Speed: Speed Enforcement
3. OP: Occupant Protection (Safety Belt and Child Safety Seat)
4. ITC: Intersection Traffic Control
5. DD: Distracted Driving

Holiday Periods

Enforcement activities under this grant may be conducted on any day at any time of day the agency deems appropriate. However, subgrantee should make it a priority to conduct enforcement activities during state and federally determined holiday periods, which are:

1. Christmas/New Year's
2. Spring Break
3. Memorial Day
4. Independence Day
5. Labor Day

STEP Mobilization Calendar is available on [eGrantsHelp page](#)

County of Travis
STEP Comprehensive

X Agency agrees to enforce the above Program Elements and Holiday Periods as part of the Selective Traffic Enforcement Program
Label:

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PI&E OBJECTIVE/PERFORMANCE MEASURE

XI agree to the below efforts with a public information and education (PI&E) program.

Label:

- a. Conduct a minimum of five (5) presentations
- b. Conduct a minimum of five (5) media exposures (e.g. news conferences, news releases, and interviews)
- c. Conduct a minimum of two (2) community events (e.g. health fairs, booths)

County of Travis
STEP Comprehensive

County of Travis
STEP Comprehensive

2027-Travis County SO-S-1YG-
00069

Printed On: 9/1/2026

2027-Travis County SO-S-1YG-00069

Printed On:
9/1/2026

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

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 compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Behavioral 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 in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that 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. Political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in

part with Federal funds.

- 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 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, regulations, 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 federal requirements that 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 that 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

Revised 08/20/2026

governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to 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, 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 a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. 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.
 - 1. 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 of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be offset by an equivalent underrun elsewhere in the Project Budget.
 - 2. 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), 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.
 - 3. 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.
 - 4. 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.
- C. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees must not exceed 10% of the TxDOT award for Non-Enforcement/Administrative Duties salaries. Subgrantees are not allowed to use

underrun funds from the TxDOT amount of (100) Salaries, Subcategory "Enforcement," to exceed the TxDOT amount listed in Subcategory "Administrative Duties." The TxDOT amount can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

- D. 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.
- E. 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.
- F. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.
- G. The Subgrantee agrees to submit monthly 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.
- H. 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.
- I. Payments are contingent upon the availability of appropriated funds.
- J. 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.
- K. Preference for funding will be given to projects based on demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement 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 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 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.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

- A. 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. If the Department finds that such work does constitute additional work, the Department shall 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.
- B. 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 of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those 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.
- C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.
- D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.
- E. 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

- A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:
 - 1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.
 - 2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.
 - 3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting

period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

- B. 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, overruns, or high unit costs.
- C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:
 - 1. 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.
 - 2. 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 under this agreement (called the "Records"), and shall make the 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 the 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

- A. 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 claims or liabilities as a result of any

Revised 08/20/2026

activities of the Subgrantee, its agents, or employees.

- B. 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 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 to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.
- C. 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 supersedes 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 work under this agreement. 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

- A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:
 - 1. This agreement is terminated in writing with the mutual consent of both parties; or
 - 2. There is a written thirty (30) day notice by either party; or
 - 3. 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.
- B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that 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

- A. The Department and, when federal funds are involved, the USDOT, or any of their

authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

- B. 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 a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

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 proposed subcontract, regardless of the dollar amount, must be fully executed and uploaded into the Department's designated electronic system. Approval will be electronically documented and retained in the designated system, which serves as the official record of the Department's subcontract approval. Subcontracts must contain all required provisions of these Grant Agreement General Terms and Conditions. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

- A. 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.

- B. 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 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

Revised 08/20/2026

agreement, and that it has not paid or agreed to pay any company or person, other than a 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

- A. 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.
- B. All employees of the Subgrantee shall have the knowledge and experience that 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.
- C. 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 procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.216, 200.310-.316, 200.318-.327.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, 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 databases, 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 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 the 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.

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 United States Department of Transportation (USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Chapter 60, as they may be amended periodically (called the "Regulations").
- B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:
 - **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21; Article 22. Civil Rights Compliance
 - **23 CFR 1300** – Appendix A to Part 1300-Certifications and Assurances for Highway Safety Grants – Nondiscrimination:
 - **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
 - **The Uniform Relocation Assistance and Real Property Acquisition Policies Act**

of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38. The subgrantee should provide accommodations necessary for effective communication at no cost to the program participant;

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

Revised 08/20/2026

- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- 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 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 the 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 certify that to the Department or the USDOT, 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 USDOT 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 any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those 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 (DBE) PROGRAM

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.
- C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision- making authority regarding the DBE goal and shall be responsible for documenting its actions
- D. The Subgrantee shall follow all other parts of the Department's DBE program. Information can be found at web address <https://www.txdot.gov/business/disadvantaged-small-business-enterprise/dbe-airport-concessions.html>.
- E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime

contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or

agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal 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 public (Federal, State or local) 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;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

Revised 08/20/2026

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering

into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A.
- B. The Subgrantee agrees that it shall:
 1. Obtain and maintain an active registration in the System for Award Management (SAM.gov) and provide its Unique Entity Identifier (UEI) to the Department in

accordance with 2 CFR Part 25. The UEI is a 12-character alphanumeric identifier assigned through SAM.gov.

2. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

- A. 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 2 CFR Part 200.
- B. If threshold expenditures of \$1,000,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov
- C. If expenditures are less than \$1,000,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$1,000,000 expenditure threshold and therefore, are not required to have a single audit performed for FY_____."
- D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION (*This article applies only to non-profit entities.*)

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE (applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

Texas Traffic Safety eGrants

Fiscal Year 2027

Organization Name: Travis County Sheriff's Office

Legal Name: County of Travis

Payee Identification Number: 17460001922035

Project Title: STEP Comprehensive

ID: 2027-Travis County SO-S-1YG-00069

Period: 10/01/2026 to 09/30/2027

**Texas Department Of Transportation - Traffic Safety
Electronic Signature Authorization Form**

This form identifies the person(s) who have the authority to sign grant agreements and amendments for the Grant ID listed at the bottom of the page.

Name Of Organization: County of Travis

Project Title: STEP Comprehensive

Authorizing Authority

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 the agreement on behalf of the organization. I authorize the person(s) listed under the section "Authorized to Electronically Sign Grant Agreements and Amendments" to enter into an agreement on behalf of the organization.

Name:	
Title:	
Signature:	
Date:	
Under the authority of Ordinance or Resolution Number (if applicable)	

Authorized to Electronically Sign Grant Agreements and Amendments

List Subgrantee Administrators who have complete authority to enter into an agreement on behalf of the organization.

	Print Name of Subgrantee Administrator in TxDOT Traffic Safety eGrants	Title
1.		
2.		
3.		

County of Travis
STEP Comprehensive

County of Travis
STEP Comprehensive

2027-Travis County SO-S-1YG-00069 Printed On: 9/1/2026

2027-Travis County SO-S-1YG-00069 Printed On:
9/1/2026

GRANTS ADMINISTRATION

TRAVIS COUNTY, TEXAS



700 Lavaca, Ste. 320
P.O. Box 1748
Austin, Texas 78701

MEMORANDUM

TO: Travis County Commissioners Court
FROM: Dashiell Daniels, Grants Administrator
DATE: September 22, 2026
RE: Award agreement for the FY26 Formula Grant from the Texas Indigent Defense Commission for the Travis County Criminal Courts

The Travis County Criminal Courts has received an award agreement from the Texas Indigent Defense Commission for the FY26 Formula Grant. The award reimburses Travis County for the costs of providing indigent defense to Travis County residents involved in the criminal justice system. The performance period for the award is retroactive, from October 1, 2025 through September 30, 2026, and will reimburse \$918,398 in costs. This is approximately 2.28% of the total cost to Travis County of providing indigent defense.

Grants Administration recommends approval of the award agreement.

cc: Margaret Terronez, Criminal Courts
Geoff Burkhart, Aaron Pepper, Community Legal Services
Yuliana Chavez, Planning and Budget Office
Jacqueline Sanchez, County Attorney's Office
Tracy Leblanc, County Auditor's Office



CHAIR:
Honorable Missy Medary
Corpus Christi, Presiding Judge,
5th Administrative
Judicial Region of Texas

EX OFFICIO MEMBERS:
Honorable Jimmy Blacklock
Honorable Brent Hagenbuch
Honorable Phil King
Honorable Emily Miskel
Honorable Joseph "Joe" Moody
Honorable David J. Schenck
Honorable John Smithee

MEMBERS APPOINTED BY GOVERNOR:
Mr. James D. "Jim" Bethke
Mr. Alex Bunin
Mr. Jay Cohen
Honorable Valerie Covey
Honorable Richard Evans
Honorable Missy Medary
Honorable James R. "J.R." Woolley,
Jr.

EXECUTIVE DIRECTOR:
Scott Ehlers

August 25, 2026

The Honorable Andy Brown
Travis County Judge
Via Email: Andy.Brown@traviscountytexas.gov

Dear Judge Brown:

I am pleased to inform you that the Texas Indigent Defense Commission (TIDC) has awarded Travis County a Formula Grant in the amount of \$918,398. The FY26 Formula Grant Statement of Grant Award is attached. The resolution adopted by the Commissioners Court and submitted with the application is considered your county's acceptance of the grant terms.

Please note that Travis County's FY26 Formula Grant award will be disbursed in a single payment in August 2026 instead of quarterly payments.

The Commission works together with counties to promote innovation and improvement in indigent defense systems statewide. On behalf of the Commission, I commend Travis County for its efforts in these areas. If you have any questions or need clarification about the Commission's grant programs, please reach out to the TIDC Funding Team at Grants@TIDC.Texas.Gov or 1-866-499-0656.

Sincerely,

Missy Medary
Chair, Texas Indigent Defense Commission
Presiding Judge, 5th Administrative Judicial Region of Texas

Cc: patti.smith@traviscountytexas.gov

Statement of Grant Award
FY26 Formula Grant

Date Issued:	August 25, 2026
Grant Number:	212-26-227
Grantee Name:	Travis County
Program Title:	Formula Grant Program
Grant Period:	10/01/2025 - 9/30/2026
Grant Award Amount:	\$918,398

The Texas Indigent Defense Commission (Commission) has awarded the above-referenced grant for indigent defense services. Formula Grants are provided by the Commission to meet its statutory mandates and to promote Texas counties' compliance with standards adopted by the Commission.

Grant Calculation:

- The sum of \$15,000 plus;
- A calculation applied to the funds budgeted for FY2026 formula grants by the Commission based:
 - 50 percent on the County's percent of state population; and
 - 50 percent on the County's percent of statewide FY 2025 direct indigent defense expenditures (as defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)):
 - less discretionary funds provided by the Commission for expenditures defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)
 - less the reimbursed costs of operating a regional program
 - The baseline requirements contained in the Request for Applications do not apply to counties with a 2000 Census population of less than 10,000 but do apply to all other counties.
- The County shall not receive more in funds than what was actually spent by the county in the prior year.

Standard Grant Conditions:

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, agree to the terms of the grant as written in the FY26 Formula Grant Program Request for Applications issued in September 2025, including the rules and documents adopted by reference in the Commission on Indigent Defense's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Commission placing a temporary hold on grant funds, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement of funds is always subject to the availability of funds.
- Any plan documents submitted to the Commission must continue to meet all grant eligibility requirements.
-

GRANTS ADMINISTRATION

TRAVIS COUNTY, TEXAS



700 Lavaca, Ste. 320
P.O. Box 1748
Austin, Texas 78701

MEMORANDUM

TO: Travis County Commissioners Court
FROM: Dashiell Daniels, Grants Administrator
DATE: September 22, 2026
RE: Application from Travis County Innovative Justice and Program Analysis for the FY26 Smart Reentry Demonstration Program solicited by the Bureau of Justice Assistance

The Innovative Justice and Program Analysis (IJPA) department has submitted an application request for the FY26 Smart Reentry Demonstration Program. IJPA will use the funds to hire programmatic personnel to provide intensive case management support to individuals returning to the community from incarceration. Funds will also be used to contract for housing support services, as well as to contract with researchers at UT Austin who will conduct a program evaluation of the project.

The proposal requests \$1,100,000 from the grant program. The performance period for the award is three years from October 1, 2026 through September 30, 2029. Because the grantor is behind schedule in awarding funds, it is expected that the performance period will be extended an additional year through September 30, 2030. Matching funds in the amount of \$1,100,000 are required for the grant. IJPA and Grants Administration are proposing to use IJPA's existing General Fund expenditure as an in-kind match for the project, as the project will expand the Department's existing work, thus making those expenditures eligible.

The project proposed by IJPA will expand the existing Reentry Resources division with at least 2.0 full-time equivalent (FTE) Case Manager positions. IJPA and Grants Administration are working to finalize the number of FTEs hired under the grant, but the expectation is that no more than 3.0 FTEs will be funded from the award.

Grants Administration recommends approval of the application request from IJPA for the FY26 Smart Reentry Demonstration Program grant.

cc: Cherise Burdeen, Corey Bryks, Cynthia Simons, IJPA
Tracy Leblanc, County Auditor's Office
Jacqueline Sanchez, County Attorney's Office
Miranda Best, Planning and Budget Office

Application Request Form (GA-1)

Version 7/6/2026

Instructions: Please fill out all parts of the form below. Have your office or department's elected or appointed official sign the document to indicate awareness and approval of the request. Then submit the form via email at tcgrants@traviscountytexas.gov.

Grant Title:	Smart Reentry Demonstration Program 2026		
Grantor Name:	BJA		
Applicant Department:	Innovative Justice and Program Analysis- Reentry Resources		
Project Director:	Cynthia Simons		
Grant Starting Date:	10/1/2026		
Grant Ending Date:	10/1/2029		
Amount Requested:	1,100,000		
Matching Amount:	1,100,00		
How will matching funds be provided, if required?			
Use existing expenditures as an in kind match			
What problem is being addressed?			
Currently there is not enough workforce development, vocational training or housing opportunities available or those individuals returning from incarceration. These funds will help to bolster these services as well as evaluate and measure the success of these services for the reentry population			
How will the funds be used to address the problem?			
The funds will be used to support individuals with intensive case management, vocational training opportunities, housing support, job referrals and other essential workforce development activities to include peer support. The wrap around service model allows for stability during training while providing intensive case management and systems navigation.			
What activities will the proposal include? Check all that apply:			
Administrative Personnel:	☐	Programmatic Personnel:	☒
Contracted Services:	☒	Subaward Services:	☐
Supplies:	☐	Equipment:	☐
Construction:	☐	Training:	☐
Technical Assistance:	☐	Other:	☐
How will the proposal affect other projects or services?			
This proposal will increase the number of people served per year as well as increase the number of services Reentry Resources is able to provide			
How does this proposal align with the department's mission?			
Our mission is to support system impacted individuals at any iteration of their reentry journey to obtain tools, skills and holistic support for upward mobility breaking intergenerational cycles. This proposal will give programmatic resources to enhance the upward trajectory of system impacted peoples lives through workforce development, case management and wrap around services.			

Application Request Form (GA-1)

Version 7/6/2026

Signature of Elected or Appointed Official approving the request:

Signed by:
Cherise Fanna Burdeen
5BF59FBEDAC8435... IJPA County Executive

Name: Click or tap here to enter text.
Title: Click or tap here to enter text.



U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by

the Office on Violence Against Women, also may apply to an award made otherwise;

- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C.

- §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.



U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; COORDINATION WITH AFFECTED AGENCIES

Applicants should refer to the regulations and other requirements cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations or other cited requirements before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and 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 grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal

court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled

substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

- (1) The dangers of drug abuse in the workplace;
- (2) The Applicant's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE,
Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice,
Office of Justice Programs, ATTN: Control Desk, 810 7th Street,
N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

- (1) 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
- (2) 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; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e),

and (f).

5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

APPENDIX A: MANDATORY CHIEF EXECUTIVE ASSURANCE TO COLLECT AND REPORT RECIDIVISM INDICATOR DATA

I hereby assure that, if awarded grant funds under the Bureau of Justice Assistance (BJA) FY 2026 Second Chance Act Smart Reentry Demonstration Program, my organization will collect unique identifiers and recidivism indicator performance data for each program participant and will aggregate all such data and submit them via JustGrants as required upon grant closeout. I understand that the inability or refusal to submit such data after an award is made may impact my organization's ability to receive future Bureau of Justice Assistance competitive grant funding.

Signature

Travis County Judge

Title

09/22/2026

Date



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Consider and take appropriate action on appointments to the Travis County Children's Protective Services Board to:

A. Designate board positions and expiration terms for Chris Craft, Anita Daniels, and Morgan Davis, who were appointed on August 11, 2026; and

B. Reappoint Kelley Fowler and Lindsay Spinney to terms that will expire on June 30, 2029. (Judge Brown)

Prepared By/Phone Number: Julie Wheeler, Intergovernmental Relations Officer, (512) 854-4774

Elected/Appointed Official or Department Head: Julie Wheeler

Commissioners Court Sponsor(s): Judge Andy Brown

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

Staff Recommendations:

Intergovernmental Relations recommends the Commissioners Court:

A. Assign board positions and expiration terms to recent appointees as follows:

Appointee	Board Position	Term Expiration
Chris Craft	1A	June 30, 2028
Anita Daniels	2A	June 30, 2029
Morgan Davis	2C	June 30, 2029

B. Reappoint Kelley Fowler and Lindsay Spinney to terms that will expire on June 30, 2029. (Judge Brown)

Issues and Opportunities:

Fiscal Impact and Source of Funding:

N/A

Required Authorizations:

N/A

Attachments:

None



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Designate board positions and expiration terms for Chris Craft, Anita Daniels, and Morgan Davis who were appointed on August 11, 2026

Prepared By/Phone Number: Julie Wheeler, Intergovernmental Relations Officer, (512) 854-4774

Elected/Appointed Official or Department Head:

Commissioners Court Sponsor(s):

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:

None



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Reappoint Kelley Fowler and Lindsay Spinney to terms that will expire on June 30, 2029

(Judge Brown)

Prepared By/Phone Number: Julie Wheeler, Intergovernmental Relations Officer,
(512) 854-4774

Elected/Appointed Official or Department Head:

Commissioners Court Sponsor(s):

Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:

None



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Consider and take appropriate action to approve a lease agreement with Westlake Bible Church, Inc., also known as Austin Ridge Bible Church, for the Travis County Sheriff's Office Drone Unit to use designated facilities for training purposes at no cost to the County. (Commissioner Morales)

Prepared By/Phone Number: Robert Stanford, Director of Policy and Analytics, (512) 854-9804

Elected/Appointed Official or Department Head: Corey Bryks, Cherise Burdeen

Commissioners Court Sponsor(s): Commissioner George Morales

Press Inquiries: Kristen Dark, tcsopio@traviscountytx.gov or (512) 854-4986

Background/Summary of Request:

The Travis County Sheriff's Office requests approval of a lease agreement with Westlake Bible Church, Inc., also known as Austin Ridge Bible Church, for the TCSO Drone Unit to conduct training at 9300 Bee Cave Road. The agreement provides non-exclusive use of Building A Room 301, the Building C conference room, Multi-Purpose Field A, and the Off Campus Field. Training is scheduled from 7:00 a.m. to 12:30 p.m. on September 22-24 and October 27-30, 2026. The agreement automatically expires at the end of the final training period unless terminated earlier under its terms. The Travis County Attorney's Office has reviewed and approved the agreement.

Staff Recommendations:

Recommend Approval

Issues and Opportunities:

See attached Memo

Fiscal Impact and Source of Funding:

N/A

Required Authorizations:

Sally Hernandez Sheriff, Travis County

Attachments:

1. TCSO Drone Training agreement - 8.25-10.30.26
2. Court Memo- Court Memo Drone Unit training

STATE OF TEXAS

COUNTY OF TRAVIS

**AUSTIN RIDGE BIBLE CHURCH
LEASE AGREEMENT
(INTERIOR)**

This Lease Agreement (called "Lease") is made by and between **WESTLAKE BIBLE CHURCH, INC.**, a Texas nonprofit corporation, also known as **Austin Ridge Bible Church**, located in Travis County, Texas (called "Landlord"), and **Travis County, Texas, a political subdivision of the State of Texas, on behalf of the Travis County Sheriff's Office,**+ (called "Tenant") and is subject to the terms and provisions that follow:

1. PREMISES. Landlord leases to Tenant and Tenant leases from Landlord a portion of the real property (the Property) located at 9300 Bee Cave Road, Austin, Texas 78733, described as follows:

1.1. The non-exclusive right to the following areas of the church only (the "Leased Premises"): will be:

1.1.1. **Building A Room 301, Multi-Purpose Field A, Building C (a) Conference Room, and Off Campus Field**

1.2. Rooms will be booked for the following dates: **September 22 to 24, 2026; and October 27 to 30, 2026.**

1.3. Expressly excluded are: the church offices and the following areas: **B, D and Worship Center**

1.4. **Rooms and field will be used by Tenant's Drone Unit for training purposes.**

2. TERM. The term of this Lease shall be **7:00 a.m. to 12:30 p.m. on September 22 to 24, 2026; and October 27 to 30, 2026.** This Lease shall automatically expire at the end of the term, unless terminated earlier by either party as provided below.

2.1 Landlord may terminate this Lease at any time, for breach by Tenant, including acts in violation of Landlord's "house rules", including those set out in section 3.1 below.

3. USE OF PREMISES. Tenant shall at all times comply with all laws, ordinances, governmental regulations and Landlords rules and policy of insurance.

3.1 Tenant accepts the Lease Premises, in its as is, where is condition and acknowledges that Landlord has made no representation or warranty as to the condition of the Leased Premises or the improvements on the Property.

3.2 Therefore, Tenant expressly waives any warranty, express or implied, of habitability or fitness for a particular purpose. Smoking is NOT permitted in the Leased Premises. No nails, screws, tape, etc. may be used on any wall or door. **Tenant and its employees, agents, students, representatives, members, guests, and invitees will not**

perform or allow any kind of immoral, illegal, unethical, lewd, inhumane, or otherwise inappropriate (in Landlord's sole discretion) behavior.

4. **BUILDING ACCESS.** Landlord will enable access for Tenant for the front door to allow access to the building. The building shall be secured at all times when no one is present at the front door, and especially at the end of each day. Tenant needs to ensure that the external doors are closed upon departure.

5. **RENTAL FEES.** Tenant agrees to pay for the fees outlined below. The total balance will be due at the day of the event. Checks for specified fees below can be made out to "Austin Ridge Bible Church" unless otherwise specified for independent contractors.

5.1 Applicable fees:

i. **Building usage fee: (payable to Austin Ridge Bible Church)**

1. Building A Room 301, Building C Conference Room, Multi Purpose Field A, and Off Campus Field | Waived
2. Refundable Deposit | Waived

5.2 Do not modify any tv/display cables unless prior permission from Austin Ridge Production has been given. If permission has been given, please return cables and setup to the original arrangement at the conclusion of your event. A penalty fee of \$50 may be charged if not adhered to.

6. **INSURANCE.** Landlord acknowledges that Tenant, Travis County, a political subdivision of the State of Texas, is self-insured and not required to maintain general liability insurance.

7. **MAINTENANCE & REPAIRS.** Tenant agrees to keep the Leased Premises neat and clean, in the same condition as found, each day and at the end of each week. Tenant shall be responsible for all damages arising from the use of the Leased Premises by Tenant and its employees, agents, students, representatives, members, guests, and invitees. Tenant waives any claim it may have due to any damage occasioned by the physical condition or state of repair of the Leased Premises. Tenant shall clean the Leased Premises at the end of the lease by removing all debris and paraphernalia from the Leased Premises.

8. **WAIVER & INDEMNITY.** Landlord will not be liable to Tenant or any of Tenants employees, agents, students, representatives, members, guests, invitees, or other person, for damage or loss to person or property, including, but not limited to, theft, burglary, assault, vandalism, or other crimes. Landlord will not be liable to Tenant or any of Tenants employees, agents, students, representatives, members, guests, invitees, or any person for personal injury or for damage to or loss of their personal property (furniture, jewelry, clothing, etc.) from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities, or other occurrences.

TENANT SHALL, TO THE EXTENT PERMITTED UNDER TEXAS LAW, INDEMNIFY AND HOLD HARMLESS LANDLORD FROM ANY LIABILITIES, DAMAGES, CLAIMS, CAUSES OF ACTION, AND EXPENSES OF ANY KIND WHICH:

- (I) **ARISE FROM, OR ARE CLAIMED TO ARISE FROM, ANY ACT, OMISSION, OR**
- (II) **NEGLIGENCE OF LANDLORD OR TENANT OR ANY AGENT, FAMILY MEMBER, SUBTENANT, GUEST, OR INVITEE OF LANDLORD OR TENANT; OR**

(III) OCCUR IN OR ABOUT THE LEASED PREMISES; OR

(IV) ARISE FROM A BREACH, OR NON-PERFORMANCE OF ANY PROVISION OR AGREEMENT OF LANDLORD OR TENANT, OR A BREACH OR VIOLATION BY LANDLORD OR TENANT OF ANY LAW, REGULATION, OR ORDINANCE OF ANY FEDERAL, STATE, OR LOCAL AUTHORITY;

(collectively, the "Claim"), and if a Claim is made against Landlord, Tenant shall, at its expense, to the extent permitted under Texas law, defend the Claim. In resolving or settling any Claim, Tenant shall obtain a release of the Claim made against Landlord.

9. NOTICE. Any notice, demand or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by certified mail, return receipt requested; however, such notice shall be deemed received two days after mailing as provided. Any such notice that either party gives to the other shall be addressed to the other party at the address set forth next to the party's name below. Either party may change its address by notifying the other party, in writing, of the change of address.

10. SURRENDER OF LEASED PREMISES. At the expiration or termination of each week and the term of this Lease, Tenant shall peaceably surrender to Landlord the Leased Premises in the same condition as they were at the commencement of this Lease.

LANDLORD:

TENANT:

AUSTIN RIDGE BIBLE CHURCH

Travis County, Texas

By: Lambert Boyd
Lambert Boyd

By: _____

Title: Executive Director of Operations

Title: County Judge

Date: 08/11/26

Date: _____

Address:

Address:

9300 Bee Cave Road
Austin, Texas 78733

WITH COPY TO:

J. Winston Chapman, Jr.
RASH CHAPMAN SCHREIBER LEAVERTON & MORRISON, LLP
2112 Rio Grande
Austin, Texas 78705
512 / 477-7543
FAX: 512 / 474-0954



Sally Hernandez, Travis County Sheriff
MEMORANDUM

Date: September 03, 2026

TO: Travis County Commissioners Court

FROM: Robert Stanford, Director of Policy and Analytics

SUBJECT: Request Approval of no-cost lease agreement for TCSO Drone Unit training

Request

The Travis County Sheriff's Office requests Commissioners Court approval of a lease agreement with Westlake Bible Church, Inc., also known as Austin Ridge Bible Church, for the use of designated classroom and field space by the TCSO Drone Unit for training purposes.

Agreement Summary

The agreement provides the Drone Unit non-exclusive use of Building A Room 301, the Building C conference room, Multi-Purpose Field A, and the Off Campus Field at 9300 Bee Cave Road. Training is scheduled from 7:00 a.m. to 12:30 p.m. on September 22-24 and October 27-30, 2026. The agreement expires automatically at the end of the final training period unless terminated earlier under its terms.

Legal and Fiscal Review

The Travis County Attorney's Office has reviewed and approved the agreement. There is no direct cost to the County because the building-use fee and refundable deposit are waived. The County remains responsible for securing, cleaning, and returning the premises in the condition received and for damages arising from its use, as provided in the agreement.

Recommendation

TCSO requests approval on the September 22, 2026 Consent Agenda and authorization for the County Judge to execute the lease agreement on behalf of Travis County.



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Consider and take appropriate action for No-Cost Renewal of the ILA between Travis County and the Dell Medical School. (Commissioner Howard)

n/a

Prepared By/Phone Number: Kristy Cano, Executive Assistant, 512-854-4753

Elected/Appointed Official or Department Head: Cherise Burdeen

Commissioners Court Sponsor(s): Commissioner Ann Howard, Pct. 3

Press Inquiries: Hector Nieto, hector.nieto@traviscountytexas.gov

Background/Summary of Request:

The IJPA department requests that the Commissioner's Court approve a no-cost renewal to the Mental Health Diversion ILA between Travis County and the University of Texas at Austin – Dell Medical School. The request is to 1) extend the period of performance by twelve months and 2) modify the Statement of Work to incorporate additional project activities and deliverables for the outcome evaluation of the Crisis Care Diversion Pilot.

Staff Recommendations:

The staff recommends approval of the renewal.

Issues and Opportunities:

n/a

Fiscal Impact and Source of Funding:

n/a

Required Authorizations:

Commissioners Court

Attachments:

1. Third Amendment to Interlocal Cooperation Agreement
2. Signed- - Memo for Dell Medical School ILA Renewal

**THIRD AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN TRAVIS COUNTY AND THE UNIVERSITY OF TEXAS AT AUSTIN – DELL
MEDICAL SCHOOL FOR MENTAL HEALTH DIVERSION**

THIS THIRD AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT between Travis County and The University of Texas at Austin (this “Amendment”) is made and entered into by and between Travis County, Texas (the “County”), and The University of Texas at Austin – Dell Medical School (UT Austin), hereinafter referred to individually as a “Party” and collectively as the “Parties” for the purposes and consideration in this Amendment.

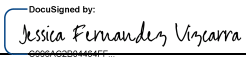
RECITALS

1. County and UT Austin executed an interlocal agreement titled “Interlocal Cooperation Agreement Between Travis County and The University of Texas at Austin – Dell Medical School for Mental Health Diversion” effective January 1, 2025 (the “Agreement”).
2. Section 7, Amendments/Modifications, of the Agreement provides for mutual agreement for amending the original agreement.
3. The Parties wish to amend the Agreement to extend the term under Section 3.2 to September 30, 2027 and to amend the scope of services under 8.7.2, Attachment A.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual promises and conditions hereinafter contained, the Parties agree as follows:

1. The term of the Agreement is extended through September 30, 2027.
2. Attachment A is amended by removing it and replacing it in its entirety with the attached Attachment A.
3. The recitals set forth above are incorporated herein
4. Except as otherwise set forth in this Amendment, the Agreement will remain in full force and effect in accordance with its original terms and be binding on the Parties and their respective heirs, executors, administrators, successors and assigns.
5. Counterparts. This Amendment may be executed in separate counterparts, each of which is to be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Each Party consents to the use of electronic signatures by the other Party. This Amendment and any other documents requiring a signature under this Amendment may be signed electronically by the Parties. The Parties agree not to deny the legal effect or enforceability of this Amendment solely because it is in electronic form or because an electronic record was used.
6. This Amendment takes effect when fully executed by the Parties.

The University of Texas at Austin

By: 

Jessica Fernandez Vizcarra

Director of Contracting
Travis County, Texas

Date: 2026-09-04 | 13:17:02 PDT

By: _____
Andy Brown, County Judge

Date: _____

ATTACHMENT A

SCOPE OF SERVICES

Background

Travis County, in partnership with community stakeholders, is advancing a coordinated diversion ecosystem designed to reduce reliance on the criminal legal system, stabilize individuals experiencing behavioral health crises, and improve public safety while stewarding public resources more efficiently. This ecosystem will be a continuum of interlocking programs, policies, and protocols that together deflect people from incarceration, connect them to timely behavioral health and social supports, and measure performance across systems to drive continuous improvement.

Dell Medical School has supported Travis County's efforts to develop an integrated data strategy that illuminates the needs of distinct segments of the target population, maps the current state of the diversion continuum, and identifies gaps and barriers to effective service delivery. That work has included convening stakeholders, cataloguing data sources, and developing initial agreements and analytic approaches to measure system performance and program impact.

The proposed continuation of the Dell Medical School partnership will build on the collaborative forensic and evaluation work completed through September 2026. The Dell Medical team, led by experts in implementation science, psychiatric care, health services research, and evaluation, will be augmented by collaborators with criminal legal system expertise and economic evaluation capacity to ensure rigorous, policy-relevant deliverables. Further details on team composition and budget justification are provided separately.

Services to be Provided by Dell Medical

The Contract specifies Dell Medical's responsibilities to advance three interdependent domains of work:

- 1. Design Support for Diversion Center:** Ensure continuity over different phases of this project.
- 2. Management of the Integrated Dataset:** Perform data matching, cleaning, and management of the Travis County Cross-System Data Collaborative to support decision-making, continuous quality improvement, and evaluation of the diversion ecosystem.
- 3. Data Sharing and Governance:** Build on previously executed data-sharing agreements (with Travis County Jail, Integral Care, and ECHO) to operationalize robust, sustainable data governance that enables secure, timely, and legally compliant data exchange and analysis.
- 4. Outcome Evaluation Design and Execution:** Transition from the completed process evaluation of the Crisis Care Diversion Pilot to a formal outcome evaluation that

quantifies program impact, measures equity in outcomes, and supports ongoing optimization of Phase I and future diversion investments.

The sections below describe the scope and approach in greater detail.

Scope of Work

1. Design Support for Diversion Center

The Dell Medical team will continue the Diversion Center facility design process. The DMS team will serve as subject matter experts on behavioral health clinical care, state regulatory guidelines, and clinical care operations best practices. Additionally, the DMS will support the patient population modeling through targeted analyses using the integrated dataset. We will make every reasonable effort to attend and support all meetings as requested throughout the period of performance, including related coordination and preparation.

2. Management of the Integrated Dataset: Dr. Cohen will continue to maintain the integrated dataset to support decision-making, continuous quality improvement, and evaluation of the diversion ecosystem. Dr. Cohen will ensure that data storage and analysis follow all guidelines outlined in the individual Data Use Agreements maintained between each organization and the University of Texas. Dr. Cohen will expand the integrated dataset to include data through calendar year 2026 during this contract period. Clarity and structure for the allowable use of the integrated dataset will be created through the establishment of a formal data governance process outlined below.

3. Data Sharing and Governance: Design a comprehensive Data Governance Framework that codifies how partners exchange, steward, and use data to support diversion operations and evaluation. Core elements will include:

- Formalize the governance structure and roles for the Travis County Cross-System Data Collaborative
- Standard operating procedures (SOPs) for onboarding new data providers and processing data requests.
- Produce practical template documents (e.g., data request forms, Data Use Agreement checklists, Data Access Agreements, and MOUs) to accelerate legal and operational implementation.
- Establish and facilitate a standing cadence of quarterly Data Discussions with key partners to ensure transparency, resolve barriers, and advance shared priorities.
 - For each quarterly meeting, Dell Medical will prepare an agenda and pre-read packet containing data quality summaries, dashboard snapshots, outstanding requests, and recommended discussion topics.
 - Meetings will be facilitated by the DMS Evaluation Team; decisions, action items, owners, and timelines will be captured and distributed within 10 business days.
 - Lead the development of public-facing benchmarks to monitor system-level change across the diversion continuum, including benchmark definitions,

rationale, recommended observation windows (e.g., 6, 12, 18 months), and a dashboard specification.

- Explore and recommend technical and governance options for a public-facing benchmark website that balances transparency with data privacy protections.

4. Outcome Evaluation (Crisis Care Diversion Pilot)

Design and implement an outcome evaluation that measures program impact. Key activities include:

- **Fall 2026:** Examine process evaluation sample (n = 156) cross-system public service encounters post-TDP in Integral Care (e.g., LOC 1, 3 or 4; crisis services, crisis-residential services), ECHO (e.g., homelessness services; Coordinated Assessments), Psychiatric Hospitalizations, and Travis County Jail post-TDP. Aim is to understand how TDP participants fare post-TDP, including comparing those with planned and unplanned TDP exits. Team will conduct data analysis
- **Fall 2026:** Examine characteristics among those who successfully are screened, transition into, engage with and benefit from TDP via leveraging Integral Care, Echo and Travis County jail. Consult with Integral Care on data insights and make recommendations for eligibility criteria narrowing.
- **Spring 2027:** Conduct PES Enhancement and TDP Outcome Evaluation using cross-system data and chart analysis of additional PES and TDP participants from the previous fiscal year. Determine if quality improvements made (e.g., integration of full-time nurse at TDP; Behavioral Technicians supporting TDP participant community activity engagement) had impact on TDP participation and outcomes.

5. Knowledge Translation & Reporting

Produce a tailored knowledge translation strategy and suite of deliverables; document and disseminate findings from Travis County-led initiatives.

- Create community-facing one-page infographics, slide decks, and presentations for providers, task groups, and public stakeholders that visualize and simplify program evaluation insights.
- Write public health scientific manuscripts for peer-reviewed journals and deliver presentations at national conferences co-written with cross-system project partners.

Certificate Of Completion

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Status: Completed

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mp33283@eid.utexas.edu

Signer Events

Jessica Fernandez Vizcarra

jcf3534@eid.utexas.edu

Director of Contracting

The University of Texas at Austin

Security Level: Email, Account Authentication
(None)

Signature

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Agent Delivery Events

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MEMORANDUM

initial
CFB

From: Cherise Fanno Burdeen, PhD
County Executive - Innovative Justice and Program Analysis (IJPA)

To: Travis County Attorney's Office

CC: IJPA and Diversion Subcommittee

Subject: Request to Commissioner's Court for No-Cost Renewal of the ILA between Travis County and the Dell Medical School

Date: September 8, 2026

Background

The Travis County Commissioner's Court approved the original Interlocal Agreement (ILA) with the Dell Medical School on "consent" in January of 2025. The initial Scope of Work for the ILA included three primary elements:

1. Program Evaluations of the Crisis Care Diversion Pilot ("The Pilot")
2. Diversion Center and Central Intake design project support (including creation of a behavioral health environmental scan)
3. Data sharing support, including the development of Data Use Agreements (DUAs)

Current Status of the ILA

Below is a summary of the status for each element of the Dell Medical School ILA.

1. The Dell Medical School conducted a process evaluation of The Pilot that confirmed the program operates in accordance with pre-determined expectations. The process evaluation also included preliminary findings on outcomes for program participants during a 30-day period after they were treated/released from either of the Pilot facilities. However, as the Pilot reaches two years of operations, the Dell Medical School prepared to complete a more comprehensive outcome evaluation, that would include results over an extended time period (i.e. 90+ days after treatment discharge) and would include additional information on how the program achieved goals in the target population through participation in the program.
2. The Dell Medical School has provided substantial support to the design project and has consistently led discussions with Travis County Health Partners, Integral Care at Central Health, to develop the initial recommendations for the appropriate scope of the ILA.



100%





Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Consider and take appropriate action to approve the First Amendment and First Renewal to the Fiscal Year 2026 Interlocal Agreement with the City of Austin for Intake and Related Services at the Travis County Central Intake Facility and Criminal Justice Center. (Commissioner Howard)

n/a

Prepared By/Phone Number: Kristy Cano, Executive Assistant, 512-854-4753

Elected/Appointed Official or Department Head: Cherise Burdeen

Commissioners Court Sponsor(s): Commissioner Ann Howard, Pct 3

Press Inquiries: Hector.nieto@traviscountytexas.gov

Background/Summary of Request:

The City of Austin and Travis County have maintained an interlocal arrangement for central booking and related services for more than 25 years, dating back to at least 2000. During that time, the parties have periodically renewed, amended, or replaced the governing agreement to reflect updated costs, responsibilities, and operating procedures. The current Interlocal Agreement for Intake and Related Services at the Travis County Central Intake Facility and Criminal Justice Center became effective October 1, 2025, and continues through September 30, 2026. Section 1.03 authorizes up to four additional one-year renewal terms, and this amendment represents the first such renewal.

The proposed First Amendment renews the Agreement for the first additional one-year term, beginning October 1, 2026, and ending September 30, 2027. It also replaces Section 5.04(C) to formalize continued City-County coordination on the Class C magistration process through a quarterly working group that will review Class C arrest data and consider operational improvements.

Potential improvements identified in the amendment include developing a more robust information packet for arrestees released to appear in court later, keeping a City magistrate on call for overnight magistration of City arrestees, and transporting City Class C misdemeanor arrestees directly to Austin Municipal Court or Downtown Austin Community Court when appropriate rather than processing them through Central Intake.

Staff Recommendations:

Staff recommend approval

Issues and Opportunities:

1. Continues intake and related services without interruption through September 30, 2027.

2. Creates a regular process to review Class C arrest data and refine operational procedures across the City and County.
3. Provides opportunities to reduce avoidable intake processing while maintaining appropriate magistration and court-appearance procedures.

Fiscal Impact and Source of Funding:

The City shall pay the County a total of \$16,318,399 for Fiscal Year 2027, covering the period from October 1, 2026, through September 30, 2027. Payments will be made in four equal quarterly installments:

4. \$4,079,599.75 payable on or before December 31, 2026
5. \$4,079,599.75 payable on or before March 31, 2027
6. \$4,079,599.75 payable on or before June 30, 2027
7. \$4,079,599.75 payable on or before September 30, 2027

Required Authorizations:

Judge Andy Brown Sheriff Sally Hernandez

Attachments:

1. Amendment and First Renewal (signed by City)

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN TRAVIS COUNTY AND THE CITY OF AUSTIN FOR INTAKE AND RELATED SERVICES AT THE TRAVIS COUNTY CENTRAL INTAKE FACILITY AND CRIMINAL JUSTICE CENTER

This First Amendment ("First Amendment") of the Interlocal Agreement between the City of Austin and Travis County for Booking and Related Services is entered into between the following parties: the City of Austin, a Texas municipal corporation ("City") and Travis County ("County"), who are referred to together in this Agreement as the "Parties."

RECITALS

In 2025, the City and County entered into an Interlocal Agreement for Intake and Related Services at the Travis County Central Intake Facility and Criminal Justice Center ("Interlocal Agreement"), with the initial term commencing October 1, 2025 through September 30, 2026.

Section 1.03 of the Interlocal Agreement permits the Parties to renew the Agreement for up to four (4) additional one-year terms. In accordance with Section 1.03, the Parties wish to renew and continue the Interlocal Agreement for an additional one (1) year term beginning October 1, 2026 and ending September 30, 2027.

City and County are authorized to enter into this First Amendment and renewal in all respects by TEX. GOV'T. CODE ANN., Ch. 791.

FIRST AMENDMENT AND RENEWAL

In accordance with Sections 1.03 and 8.11, the Parties wish to renew and amend the Interlocal Agreement to reflect the following provisions:

- I. The Parties hereby agree to renew the Interlocal Agreement for a one year term commencing October 1, 2026 and ending on September 30, 2027.
- II. Section 5.04, C. is deleted in its entirety and replaced with the following:
 - C. The City and County shall work together to refine the Class C Magistration Process. The Parties agree to develop a working group that meets quarterly to review data on Class C arrests to ensure that the Class C magistration process operates as smoothly as possible. This may include developing a more robust packet for arrestees who are released to appear in court at a later date; the City keeping a City Magistrate on call for overnight Magistration of City arrestees; and bypassing the intake process by transporting City Class C misdemeanor arrestees directly to the Austin Municipal Court or Downtown Austin Community Court.

III. Section 6.01, entitled Payment, is deleted in its entirety and replaced with the following:

6.01 Payment. The Parties agree that the City shall pay the County a total of \$16,318,399 for Fiscal Year 2027, for the period of October 1, 2026 through September 30, 2027. Subject to paragraph 6.02, payments by City to will be made in quarterly installments as follows:

- A. An installment of \$4,079,599.75 payable on or before December 31, 2026
- B. An installment of \$4,079,599.75 payable on or before March 31, 2027
- C. An installment of \$4,079,599.75 payable on or before June 30, 2027
- D. An installment of \$4,079,599.75 payable on or before September 30, 2027.

CONTINUATION OF AGREEMENT

Except as otherwise set forth in this First Amendment, the Interlocal Agreement will remain in full force and effect in accordance with its original terms.

EFFECTIVE DATE OF THIS AMENDMENT

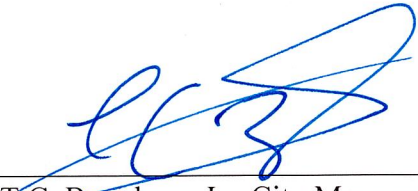
This Amendment is effective October 1, 2026.

TRAVIS COUNTY SHERIFF'S OFFICE

By: _____
Sally Hernandez,
Travis County Sheriff

Date: _____, 2026

THE CITY OF AUSTIN, a Texas home rule
city

By: _____
T.C. Broadnax, Jr., City Manager

Date: September 1, 2026

TRAVIS COUNTY, a political subdivision
of the State of Texas

By: _____
Andy Brown, County Judge

Date: _____, 2026

FELONY MENTAL HEALTH COURT OF TRAVIS COUNTY

PROGRAM POLICY AND PROCEDURES MANUAL

Submitted Pursuant to Texas Government Code § 121.002(c)(1)(C)

Effective Date: June 1, 2026

SECTION 1: PROGRAM OVERVIEW

The Felony Mental Health Court of Travis County is a felony Diversion Court operating as a Mental Health Court program in the District Courts of Travis County, Texas. The program operates pursuant to Texas Government Code, Title 2, Subtitle K, through a formal Mental Health Court Agreement between the Travis County District Attorney's Office and eligible Defendants charged with felony offenses whose criminal conduct is related to serious mental illness.

The purpose of the Felony Mental Health Court is to divert mentally ill defendants from the criminal justice system and reduce recidivism, regardless of the defendant's access to resources such as housing, transportation and treatment for co-occurring substance use disorders, providing a pathway to dismissal(s) and expunction(s) on successful completion.

The Mental Health Court Agreement lasts for 12 months from the date of signing. Cases are eligible for early discharge review beginning at 6 months. Cases may be extended an additional 6 months, for a total of 18 months. Each case is reviewed individually, and the discretion to dismiss the case prior to successfully completing the term remains with the District Attorney's Office.

Upon successful completion, the Travis County District Attorney agrees to dismiss the case. The case is then eligible for expunction pursuant to CCP Chapter 55 and Chapter 125 of the Texas Government Code.

SECTION 2: ELIGIBILITY CRITERIA

Felony Mental Health Court serves high-risk and high-need individuals. These are participants who are at significant risk of being charged with a new crime and are not generally successful in completing more rigid dispositions like probation. Many participants have a serious or persistent mental health disorder that requires significant treatment and social services. They may also have a moderate to severe

substance use disorder that includes a substantial inability to reduce or control their substance use. These are the individuals that Felony Mental Health Court strives to serve with needed treatment, whole person-centered services and compassion.

2.1 General Requirements

- The Defendant must be charged with a felony offense in Travis County, Texas.
- The Defendant must be diagnosed with serious mental illness defined as a person with a diagnosis for schizophrenia, schizoaffective disorder, bipolar disorder, major depression or IDD and in certain cases people with severe anxiety or PTSD.
- The diagnosis must be made by a qualified mental health professional.
- Co-occurring substance abuse does not disqualify participation.
- The defendant's mental illness should be related to the pending offense.
- The Defendant must voluntarily agree to enter into a Mental Health Court Agreement with the Travis County District Attorney's Office and comply with all conditions of the agreement including engaging in mental health treatment and services.
- The Defendant must waive the right to a speedy trial upon entering the Mental Health Court Agreement.

2.2 Disqualifying Factors

- Prior conviction for a violent or sexual offense as defined under Texas law, unless reviewed and approved by the District Attorney's Office and the Judge Presiding over the Felony Mental Health Court.
- Evidence demonstrating that the defendant cannot be managed safely or effectively in the Felony Mental Health Court.
- Lack of a nexus between the defendant's mental illness and the criminal conduct.
- The defendant is not appropriate for Felony Mental Health Court due to factors of their case(s) that demonstrate further injury to the public, themselves or the alleged victims of the charge(s). These factors could also take into consideration the alleged victim's input.

SECTION 3: REFERRAL AND INTAKE

- Referrals may be made by defense counsel, the Travis County District Attorney's Office, pretrial services, jail staff, case managers, or any presiding judge.

Commented [DH1]: Are we able to include case managers? At times we get referrals from Case Managers in other teams. For example CAFA/Mitigation.

- Upon referral, the Defendant will complete an intake assessment which includes a risk assessment tool designed for mental health defendants and participate in the formulation of an individualized treatment plan with their designated Mental Health Pretrial Supervision Officer, "Pretrial Officer" or Mental Health Court Case Manager, "Case Manager" whom is provided to the Felony Mental Health Court from the Capital Area Private Defender Service or Travis County Public Defender's Office.
- Eligible Defendants must voluntarily sign the Mental Health Court Agreement prior to enrollment. By signing, the Defendant acknowledges and agrees to all conditions of the Mental Health Court.
- Upon enrollment, the Defendant will be assigned a permanent Case Manager and connected to a psychiatric provider at Integral Care (Travis County's Local Mental Health Authority) if the participant is not already receiving individualized treatment services with their own private psychiatric provider.
- The Defendant must authorize release of information from mental health service providers to the Pretrial Officer or the Case Manager, who will share relevant information with the Court and the prosecuting attorney.

Commented [DH2]: We have questions about this, MHC Case Managers work with clients to develop the individualized treatment plan. Will pretrial be part of this too?

Mental Health Court Case Managers will need a license moving forward? It has not been a requirement previously.

Commented [TN3R2]: Is that a social worker license or what is that license called? Is this an All Rise suggestion or do you think that it's an OCA requirement?

Commented [TN4R2]: I reread that again. Are saying that the MC now are not licensed?

SECTION 4: CONDITIONS OF MENTAL HEALTH COURT

By entering into the Felony Mental Health Court Agreement, the Defendant agrees to comply with the following conditions throughout the diversion period:

- Complete an intake assessment with their Pretrial Officer or Case Manager and participate in formulation of an individualized treatment plan.
- Follow the recommendations of the individualized treatment program. The individualized treatment program may be amended during the diversion period.
- Establish or continue services with a psychiatric provider (Integral Care or Private provider) and follow the recommendations of the treatment provider, including taking medications as recommended.
- Engage with their Pretrial Officer or Case Manager at least monthly, authorize release of information from service providers to the Pretrial Officer or Case Manager, and provide proof of enrollment with their mental health service provider as requested. This information will be shared with the Court and the prosecuting attorney.
- Attend Felony Mental Health Treatment Court hearings bi-weekly and/or monthly considering the time in the program.

Commented [DH5]: Will pretrial conduct their own intake with client? Case Managers have their own intake process.

Commented [TN6R5]: I am leaving this PO or CM because what if we had to move to PO doing the intake if we lose you all??

- Meet with their designated Peer Support Specialist as the participant feels necessary in order to navigate resources and the program. Details of the participants meetings with their Peer Support Specialist are confidential.
- Commit no new offenses other than a Class C traffic violation.
- Waive the right to a speedy trial for the duration of the Felony Mental Health Court Agreement.

SECTION 5: PROGRAM PHASES

Phases may be extended if the Defendant is not compliant with treatment, medication, action plan, or program requirements or has not yet completed the necessary steps to move to the next phase regardless of deemed intentional noncompliance. Some aspects of the treatment plan may not be applicable to all Defendants.

Phase 1 — Intervention and Stabilization (1- 4 Months)

The purpose of Phase 1 is to provide an initial mental health intervention into the Defendant's life. The overall goal of Phase 1 is that the Defendant will demonstrate both a desire and an ability to participate in treatment and counseling, maintain medication compliance, and demonstrate drug and alcohol abstinence.

Requirements before advancing to Phase 2:

- Stay in contact with their Case Manager one time per week for the first month, then bi-weekly thereafter, or as determined by the Case Manager and Court;
- Engage in Mental Health Counseling when recommended and as it becomes available;
- Assess identification documentation needed;
- Submit to random drug testing as indicated or as ordered by the Court;
- Work with their Mental Health Court Case Manager to identify needs for services which may include housing, mental health care, medical care, substance use treatment, benefits, employment, pro-social activities and education.
- Engage with their Mental Health Court Case Manager to set SMART (Specific, Measurable, Achievable, Relevant, and Time-Bound) Goals;
- Identify strengths and barriers to treatment; and
- Attend Felony Mental Health Treatment Court settings at biweekly;

Commented [DH7]: For program phases we are recommending using duration instead of months. For example phase 1 can have a duration of 1-4 months, phase 2 can have a duration of 1-3 months etc.

Commented [DH8]: There are extremely limited resources for counseling. Integral Care only provides counseling to clients in specific teams like ANE.

Community resources in the community at times have long waiting list periods, have copays anywhere from 90- 200 per session.

Commented [TN9R8]: I added language to make it more optional

Commented [DH10]: Are we able to combine these two bullet points together. We have clients that are not able to work/school due to their MH or if they are receiving certain benefits such as SSI.

We would recommend: Work with MHC Case Manager to identify needs for services which may include housing, mental health care, medical care, substance use treatment, benefits, employment, pro-social activities and education.

Must be in compliance with each of the following for at least 30 consecutive days before advancing:

- Attend all meetings and appointments scheduled under the individualized treatment plan;
- No new arrests or bond violations;
- Follow all Felony Mental Health Treatment Court requirements;
- Attend all medical and mental health appointments as well as **counseling sessions** if recommended and available; and
- Complete Integral Care/Private Provider initial intake and attend first provider meeting.

Incentive: Verbal recognition in court from the Judge, Case Manager, and attorney. Certificate of achievement and or Kudo Cards for phase advancement.

Phase 2 — Active Treatment (1- 4 Months)

The purpose of Phase 2 is to continue the treatment process begun in Phase 1 and to continue the monitoring necessary to ensure the Defendant is progressing in treatment and working towards stabilization. The overall goal of Phase 2 for the Defendant is to build on their progress that they have developed in Phase 1 and begin to work toward their distal goals.

Requirements before advancing to Phase 3:

- Stay in contact with their Case Manager every other week, or as determined by the Case Manager and Court;
- Continue to engage in Mental Health Counseling when recommended and as it becomes available;
- Maintain consistent attendance at all scheduled **counseling sessions** and or support groups if recommended and available;
- Submit to random drug testing as indicated or as ordered by the Court;
- Continue to work towards safe and stable housing;
- **Engage and/or research at least one recovery organization in the community;**
- Engage with Mental Health Court Peer Support Specialist biweekly or as determined necessary;
- **Continue with community involvement, as appropriate;**
- **Review and continue working towards SMART goals as set in Phase 1; and**

Commented [DH11]: As mentioned before, counseling resources are extremely limited and takes time as there are long waiting list.

Commented [DH12]: We recommend changing the language to

Building on the progress developed on phase 1 and beginning to work toward distal goals.

Commented [TN13R12]: I made that a two part. One from the court or providers view and then one from the client's view.

Commented [DH14]: As mentioned before, counseling resources are extremely limited and takes time as there are long waiting list.

Commented [DH15]: Limited counseling/support groups. This may not be feasible for all clients.

Commented [TN16R15]: I made it more conditional

Commented [DH17]: We recommend changing this to Engage/Research at least one recovery organization in the community.

Commented [DH18]: We recommend removing work/school as not all clients have the ability to work or go to school.

We recommend "continue with community involvement as appropriate".

Commented [DH19]: We recommend

"Review and continue working towards SMART goals set in phase 1.

- Follow up on identification documentation needed.

Must be in compliance with each of the following for at least 60 consecutive days before advancing:

- Attend Felony Mental Health Treatment Court settings bi-weekly;
- Complete any remaining classes ordered as a result of the arrest;
- Comply with the requirements of the individualized treatment plan;
- Attend all meetings and appointments scheduled under the individualized treatment plan;
- No new arrests or bond violations;
- Abstain from alcohol and abused drugs as the Defendant is able to with treatment;
- Follow all Felony Mental Health Treatment Court requirements;
- Maintain consistent attendance at all scheduled counseling sessions and or support groups if recommended and available
- Attend all medical and mental health appointments; and
- Continue to follow recommendations of treatment providers including taking medications as prescribed.

Incentive: Recognition through a round of applause in court and a handshake from the Judge. A small gift such as a coffee mug, personalized token or gift card. Certificate of achievement for phase advancement.

Phase 3 — Maintenance and Reintegration (1- 4 Months)

The purpose of Phase 3 is to maintain the treatment gains made during Phases 1 and 2 and to prepare the Defendant to reintegrate into the community without the assistance of the Felony Mental Health Treatment Court. The Defendant must continue to demonstrate the ability to be responsible for their own treatment and vocational activities.

Requirements before Graduation:

- Stay in contact with their Case Manager one time per month, or as determined by the Case Manager and Court;
- Maintain consistent attendance at all scheduled counseling sessions and or support groups if recommended and available;

Commented [DH20]: Are we able to change this to

"Mostly negative UA's"

Recovery is not linear and clients at times might experience a relapse.

Commented [TN21R20]: I kept it more vague but gave it wiggle room or at least that was my thoughts as OCA may not completely agree with "mostly" negative.

Commented [DH22]: As mentioned before, counseling resources are extremely limited and takes time as there are long waiting list.

Commented [DH23]: Can we rephrase to:
Continue to follow recommendations of treatment providers including taking medications as prescribed.

Commented [DH24]: As mentioned before, counseling resources are extremely limited and takes time as there are long waiting list.

- Continue to take medication as prescribed and have at least 4 months of medication compliance;
- Maintain consistent attendance at all scheduled counseling sessions and or support groups if recommended and available;
- Submit to random drug testing as indicated or as ordered by the Court;
- Continue to maintain community based services such as housing, mental health care, medical care, substance use treatment, disability benefits, employment, pro-social activities and education;
- Continue to follow previously set SMART goals and modify those goals to include graduation from the program;
- Attend Felony Mental Health Treatment Court settings at least once a month; and
- Develop a transition plan with their Mental Health Court Case Manager or Peer Support Specialist.

Must be in compliance with each of the following for at least 60 consecutive days before Graduation:

- Attend all meetings and appointments required under the individualized treatment plan;
- No new arrests or bond violations;
- No positive urinalysis;
- Follow all Felony Mental Health and Court requirements;
- Attend all appointments with their Supervision Officer (no less than once per month);
- Attend all medical and mental health appointments and counseling sessions;
- Maintain established community-based services which may include housing, mental health care, medical care, substance use treatment, benefits, employment, pro-social activities and education;
- [REDACTED]
- Maintain a stable source of income if possible or provide proof of application for disability benefits;
- Maintain ongoing medical care.

Commented [DH25]: As mentioned before, counseling resources are extremely limited and takes time as there are long waiting list.

Commented [DH26]: Rephrase to:

Maintain community based services which may include housing, mental health care, medical care, substance use treatment, benefits, employment, pro-social activities, and education.

Commented [DH27]: We rephrasing these two bullet points to:

Maintain established community based services which may include housing, mental health care, medical care, substance use treatment, benefits, employment, pro-social activities, and education.

We have clients who will not be able to work or maintain a stable source of income. They may be in the process of applying for disability which can take up to 12 months. At times they are denied the first time and have to go through the appeal process.

Commented [TN28R27]: I rephrased here.

Incentive: Recognition in court with a round of applause and a picture with the Judge. Certificate of graduation and a small gift. Graduation from the program to include dismissal of all charge(s) and an expunction of the charge(s).

SECTION 6: GRADUATION AND PROGRAM COMPLETION

After the Defendant has successfully completed all three phases of the program, the Defendant will graduate.

At graduation, the Felony Mental Health Court Presiding Judge will, upon motion from the Travis County District Attorney's Office, dismiss the Defendant's underlying felony case. The case is then eligible for expunction pursuant to CCP Chapter 55 and Chapter 125 of the Texas Government Code.

A follow-up graduation meeting with either their Mental Health Court Case Manager or Peer Support Specialist will be scheduled for one month after graduation to conduct an exit interview and discuss the Defendant's progress.

SECTION 7: SANCTIONS AND INCENTIVES

Sanctions should never be delivered in a disrespectful, insulting, or threatening manner. The important points are to clarify the nature of the infraction, emphasize the expectation of compliance with the Felony Mental Health Court Agreement, and indicate what sanctions await future non-compliance.

The Felony Mental Health Court Judge will respond to all alleged infractions by first discussing them with the participant in court with their Case Manager and their Peer Support Specialist. If the possibility of imposing a sanction is necessary based upon the alleged infraction then the Judge may also mandate a change in the participant's individualized treatment plan or reporting. Examples of infractions include:

- missed appointments with treatment providers;
- missed appointments with Pretrial Officer;
- missed court appearances;
- arrest for new criminal offenses;
- repeated positive drug urinalysis;

Commented [DH29]: Will client's have to appear in court to complete the exit interview? At times client's move to different city/state after graduation and it might become an obstacle coming back.

Commented [TN30R29]: I think this makes it easier to do exit interview.

- violation of bond conditions; 
- or any other action deemed a danger to the participant or the public.

Commented [EM31]: These too

7.1 Program Discharge

Unsuccessful discharge from Felony Mental Health Court is used only once all other efforts have been made to bring the participant into compliance; as there is an understanding that unsuccessful discharge can bring negative legal repercussions. All efforts are first made to avoid a record of conviction, incarceration or other legal or mental health consequences.

- The decision to discharge a participant from Felony Mental Health Court is made when the participant poses a serious and imminent risk to public safety that cannot be prevented by the court's best efforts.
- The participant chooses to voluntarily withdraw from the program despite staff member's best efforts to inform the participant of the legal consequences.
- The participant is unwilling or has repeatedly refused or neglected to receive treatment or other services that are required for the participant to achieve goals and avoid recidivism.

The consequence of an unsuccessful discharge from the Felony Mental Health Court is the return of the defendant's case(s) to the court of origin. If the defendant voluntarily withdraws from the program at any point, their case(s) will return to the court of origin.

SECTION 8: MENTAL HEALTH COURT TEAM

- Presiding District Court Judge
- Travis County District Attorney's Office (Assistant District Attorney)
- Felony Mental Health Court Appointed Defense Counsel (provided by Capital Area Private Defender Service or Travis County Public Defender's Office) or Private Defense Attorney
- Felony Mental Health Court Case Manager (provided by Capital Area Private Defender Service or Travis County Public Defender's Office)
- Pretrial Mental Health Supervision Officer
- Mental Health Court Peer Support Specialist provided by Capital Area Private Defender Service

- Mental Health Treatment Provider(s) (LMHA – Integral Care) or Private Psychiatric Provider

SECTION 9: DATA AND REPORTING

The Felony Mental Health Court shall collect and report data as required by the Criminal Justice Division of the Governor's Office and the Texas Judicial Council, including but not limited to: enrollment numbers, Defendant demographics, phase completion rates, graduation rates, new offenses during the diversion period, unsuccessful discharges, and recidivism rates post-graduation.

SECTION 10: AMENDMENTS

This manual may be amended by the presiding judge in consultation with the Felony Mental Health Court Team and the Travis County District Attorney's Office.

Amendments will be provided to the Office of Court Administration and the Criminal Justice Division of the Governor's Office as required by law.

Presiding Judge Tamara B. Needles

427th District Court of Travis County

Date Approved:

WRITTEN NOTICE OF SPECIALTY COURT PROGRAM

Submitted Pursuant to Texas Government Code § 121.002(c)(1)(A)

Program Identification

Program Name: Felony Mental Health Court of Travis County

Program Type: Felony Mental Health Court — Felony Diversion Court

County: Travis County, Texas

Court: District Court — Travis County, Texas

Presiding Judge: Judge Tamara B. Needles

Court Address: 509 W. 11th St., Austin Texas 78701

Phone Number: 512-854-3663

Email Address: 427thMentalHealth@traviscountytexas.gov

Date of Notice: June 1st, 2026

Program Overview

The Felony Mental Health Court of Travis County is hereby established as a Mental Health Court program and Diversion Court operating in the District Court of Travis County, Texas, pursuant to Subtitle K of Title 2 of the Texas Government Code. This notice is provided to the Office of Court Administration (OCA) of the Texas Judicial System in compliance with Section 121.002(c)(1)(A).

The Felony Mental Health Court operates as an agreement between the Travis County District Attorney's Office and eligible Defendants charged with felony offenses whose criminal conduct is related to serious mental illness. Through judicial oversight, individualized treatment plans, and pretrial supervision, the program seeks to divert qualifying Defendants from traditional prosecution into structured mental health treatment.

The agreement lasts for 12 months from the date the Felony Mental Health Court Agreement is signed by the parties. Cases are eligible for early discharge review beginning at 6 months. Cases may be extended an additional 6 months, for a total of 18 months. Each case is reviewed individually, and the discretion to dismiss the case prior to successfully completing the term remains with the District Attorney's Office.

Program Purpose and Goals

- Divert Defendants with serious mental illness charged with felony offenses from traditional prosecution into court-supervised mental health treatment through a formal Mental Health Court Agreement with the Travis County District Attorney's Office.
- Connect Defendants with individualized treatment plans, psychiatric services, medication management, and wraparound support services during the diversion period.
- Reduce recidivism through coordinated pretrial supervision by the Pretrial MH Supervision Officer and evidence-based mental health interventions.
- Provide for dismissal of charges and eligibility for expunction upon successful completion of the Mental Health Court, pursuant to CCP Chapter 55 and Chapter 125 of the Texas Government Code.
- Promote public safety, Defendant recovery, and cost-effective use of judicial and community resources.

Legal Authority

This program is established under the authority of the Texas Government Code, Title 2, Subtitle K (Specialty Courts), and applicable provisions of the Texas Code of Criminal Procedure governing mental health courts in the State of Texas. Expunction upon successful completion is authorized pursuant to CCP Chapter 55 and Chapter 125 of the Texas Government Code.

Certification

The undersigned hereby provides written notice to the Office of Court Administration of the Texas Judicial System of the establishment and intended operation of the above-described Felony Mental Health Court program, consistent with Texas Government Code § 121.002(c)(1)(A).

Presiding Judge: Judge Tamara B. Needles

427th District Court of Travis County

Date:

Cause No. _____

STATE OF TEXAS

§

IN THE DISTRICT COURT

v.

§

_____ JUDICIAL DISTRICT

§

TRAVIS COUNTY, TEXAS

MENTAL HEALTH COURT AGREEMENT

1. This is an agreement between the Travis County District Attorney's Office and Defendant _____. Defendant is charged with _____.
2. The agreement lasts for 12 months, starting on the date this agreement is signed by the parties. The case will be eligible for review for an early discharge starting at 6 months. The case may also be extended an additional 6 months, for a total of 18 months. The Defendant understands that each case is reviewed individually and the discretion to dismiss the case prior to successfully completing the term remains with the District Attorney's Office.
3. Conditions of Mental Health Court: by initialing next to each line, the Defendant acknowledges that they understand the following conditions are required to comply with the Mental Health Court:
 - a. ____ Complete an intake assessment with the docket case manager and participate in formulation of an individualized treatment plan;
 - b. ____ Follow recommendations of individualized treatment program. The individualized treatment program may be amended during the diversion period;
 - c. ____ Establish or continue services with psychiatric provider and follow recommendations of treatment provider, to include taking medications as recommended;
 - d. ____ Report to Pretrial MH Supervision Officer as directed, authorize release of information from MH service providers to MH Supervision Officer, and provide proof of enrollment with MH service provider to MH Supervision Officer as requested. This information will be shared with the Court and the prosecuting attorney;
 - e. ____ Attend Court hearings as directed;
 - f. ____ Commit no new offenses other than a Class C traffic violation;
 - g. ____ Other:

4. By entering into this Mental Health Court Agreement, Defendant waives the right to a speedy trial.

5. The consequence of non-compliance is unsuccessful discharge from the program. If unsuccessfully discharged from the Diversion Court, the case is returned to the court of origin.
6. The Defendant may voluntarily withdraw from the program at any point and the case will return to the court of origin.
7. If the Defendant successfully complies with the terms of the agreement, the Travis County District Attorney agrees to dismiss the case. The case is eligible for expunction upon completion of Mental Health Court pursuant to CCP Chapter 55 and Chapter 125 of the Texas Government Code.

Defendant

Date

Attorney for Defendant

Date

Assistant District Attorney

Date



SPECIALTY COURT OFFICIAL DECLARATION LANGUAGE

The Commissioners Court of Travis County, Texas found it in the best interest of the citizens of Travis County, that the Felony Mental Health Diversion Court be established as a mental health court pursuant to Texas Government Code, Chapters 121 and 125.

The Commissioners Court recognized that this court has been or will be operational as of June 1, 2026.

Signed by:

Andy Brown
County Judge, Travis County, Texas



SPECIALTY COURT RESOLUTION

WHEREAS, The Commissioners Court of Travis County, Texas, finds it in the best interest of the citizens of Travis County that the Felony Mental Health Diversion Court be established as a mental health court pursuant to Texas Government Code, Chapters 121 and 125; and

WHEREAS, the Commissioners Court recognizes that this court has been or will be operational as of June 1, 2026.

NOW THEREFORE, BE IT RESOLVED that the Travis County Commissioners Court does authorize the establishment of the Felony Mental Health Diversion Court as a mental health court to enable it to provide services needed by the citizens of our county.

Passed and Approved this _____ day of _____, 2026

Signed by:

Andy Brown
County Judge, Travis County, Texas

Jeff Travillion
Commissioner, Pct. 1

Brigid Shea
Commissioner, Pct. 2

Ann Howard
Commissioner, Pct. 3

George Morales
Commissioner, Pct. 4

TRAVIS COUNTY COMMISSIONERS COURT

VOTING SESSION AGENDA REQUEST

Meeting Date:

Agenda Language:

Approve declaration and resolution to establish the Felony Mental Health Diversion Court as a Mental Health Program pursuant to Texas Government Code, Chapters 121 and 125.

Prepared By/Phone Number: Jennifer Kraber, 512-854-9432

Elected/Appointed Official or Department Head: Judge Tamara Needles

Commissioners Court Sponsor(s): County Judge Andy Brown

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

Government Code Sec. 125.005 requires that the commissioners court of a county with a population of more than 200,000 shall establish a mental health court program. The Travis County Misdemeanor Courts have operated a mental health docket since 2015, and the Commissioners Court officially recognized that court and approved it for an OCA treatment court in 2020. The Felony Courts have operated a mental health docket (MHD) for approximately 6 years, allowing defendants the opportunity to have their case dismissed. The MHD is a collaborative effort involving the judge, specially educated prosecutors and defense attorneys, our local MH authority and others. The Felony Court request the Commissioners Court officially declare the Felony Mental Health Court and approve a resolution to that effect.

Staff Recommendations:

Recommends that the Felony Mental Health Diversion Court be recognized and established as a Mental Health Court Program by the law.

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

At this time, there is no fiscal impact to the County in officially establishing this court as a Mental Health Court Program as it is an existing program.

Required Authorizations:

Jennifer Kraber, Director of Court Management
Judge Tamara Needles, 427th District Court

Andy Brown, County Judge

Attachments: Specialty Court Official Declaration
Mental Health Specialty Court Resolution



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Authorize the County Treasurer to invest County funds. (Judge Brown)

Prepared By/Phone Number: Reagan Grimes, Chief Investment Officer,

Elected/Appointed Official or Department Head:

Commissioners Court Sponsor(s):

Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:

None



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Consider and take appropriate action on budget amendments, transfers and discussions items, including but not limited to the following listed items, and any other necessary budget amendments and transfers attached to Commissioners Court backup for the Agenda item:

- A. Request by Transportation and Natural Resources to establish a new budget totaling \$358,859.50, comprised of \$19,241.25 in the BCP Fund (0115) from a damage settlement, \$228,898 in Fund 5000 for Parkland Fees, and \$110,720.25 in Fund 5001 for Traffic Mitigation Fees
- B. Request from the Planning and Budget Office to transfer \$3,465 from the Allocated Reserve to General Administration to cover remaining External Auditor invoices
- C. Request from Health and Human Services to Establish a New Budget in Fund 2034 of \$4,747.62 for Revenue Received by Health and Human Services Related to the Texas Gas Service – Share the Warmth Program
- D. Request from Pretrial Services to transfer \$100,000 from the Allocated Reserve, which includes the remaining \$23,803 from a \$500,000 Earmark against the Allocated Reserve to cover additional anticipated expenditures for court mandated Electronic Monitoring Devices for the remainder of Fiscal Year 2026
- E. Request from Risk Management within the Technology and Operations Department (TOPS), and the County Auditor's Office to transfer \$1,615,777 from the FY 2026 Catastrophic Loss Reserve within the Risk Management Fund (8955) needed for the actuarial liabilities entry to assist with Fiscal Year 2026 year-end close for the fund
- F. Request from the County Attorney's Office for \$60,000 from the Allocated Reserve related to outside counsel legal fees for the District Attorney's Office approved by Commissioners Court on July 28, 2026, Item 39

Prepared By/Phone Number: Miguel Segura, Planning and Budget Analyst II, (512) 854-1746

Elected/Appointed Official or Department Head: Jessica Rio

Commissioners Court Sponsor(s): Commissioner Shea

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

Please see attached documentation.

Staff Recommendations:

PBO recommends approval of these items.

Issues and Opportunities:

Please see attached documentation.

Fiscal Impact and Source of Funding:

Please see attached documentation.

Required Authorizations:

Jessica Rio, County Executive, Planning and Budget Office

Travis Gatlin, Budget Director, Planning and Budget Office

Attachments:

None



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Consider and take appropriate action on remaining Fiscal Year 2027 Budget issues, including:

- A. Changes After Markup List
- B. Other Remaining Items (Commissioner Shea)

Prepared By/Phone Number: Alex Braden, Assistant Budget Director, (512) 854-4741

Elected/Appointed Official or Department Head: Jessica Rio

Commissioners Court Sponsor(s): Commissioner Shea

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

The County Auditor's Fifth Revenue Estimate is now available, and this item consists of recommended final actions needed to complete necessary actions to prepare the FY 2027 Proposed Budget, which will be filed with the County Clerk's Office on Friday, September 25, 2026.

Staff Recommendations:

The Planning and Budget Office recommends approval of all requested items.

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Please see attached documentation.

Required Authorizations:

Jessica Rio, County Executive, Planning & Budget
Travis Gatlin, Budget Director

Attachments:

None



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Changes After Markup List

Prepared By/Phone Number: Alex Braden, Assistant Budget Director, (512) 854-4741

Elected/Appointed Official or Department Head:

Commissioners Court Sponsor(s):

Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:

None



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Other Remaining Items
(Commissioner Shea)

Prepared By/Phone Number: Alex Braden, Assistant Budget Director, (512) 854-4741

Elected/Appointed Official or Department Head:

Commissioners Court Sponsor(s):

Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:

None



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Consider and take appropriate action on proposed Fiscal Year 2027 Budget Rules.
(Commissioner Shea)

Prepared By/Phone Number: Alex Braden, Assistant Budget Director, (512) 854-4741

Elected/Appointed Official or Department Head: Jessica Rio

Commissioners Court Sponsor(s): Commissioner Shea

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

Attached are the FY 2027 Budget Rules both in legislative format for comparison to the FY 2026 Budget Rules as well as a clean copy for approval by Commissioners Court. The proposed FY 2027 Budget Rules have also been shared with County financial staff. The proposed Budget Rules incorporate many of the requested changes from offices and departments along with additional recommendations from the Planning and Budget Office (PBO).

The Planning and Budget Office provided a briefing on the FY 2027 Budget Rules on September 15. Commissioners Court must take action to approve the Rules today so that they may be included in the Proposed Budget filing on Friday, September 25, 2026.

The Planning and Budget Office is proposing the following changes to the Budget Rules:

1. Budget Rule #7: Increase the amount of realized capital project savings that can be transferred to another capital project as an automatic budget transfer from \$25,000 to \$50,000. This allows for more efficient reallocation of completed project savings to finish other previously approved projects. This amount was last increased from \$15,000 to \$25,000 in FY 2025.
2. Budget Rule #13: Updated and clarified policy on recruiting and moving expenses for high-level positions.
3. Budget Rule #22: Clarified that potential County-owned lease space agreements should be evaluated using full cost recovery guidelines.
4. Budget Rule #24: Added the ability for funding within Department 195 (Centralized Emergency Response) to be transferred between personnel and operating commitment items as automatics as needed to respond to emergency events. This is also stated in Appendix #1 under Automatic Budget Adjustments.
5. Appendix #3: Removed most of this appendix as a result of the approval of the new Grants Policy on September 15, 2026.

6. Appendix #4G: Clarified language and procedures for food and beverage purchases to state that requests for these purchases should go through PBO as part of Budget Amendments and Transfers (BATs) and not placed on the agenda directly by requesting offices/departments.
7. Appendix #4H: further clarifies the types of kitchen appliances which can be purchased with County funds and which are maintained by Facilities Management Department (FMD).
8. Updated County benefit rates and proposed FY 2027 Pay Scales.
9. Several other minor clarifying changes or to correct scrivener's errors.

In addition to the changes above, the indirect cost rates are still in the process of being revised. PBO will return to Commissioners Court to amend the FY 2027 Budget Rules with this supplemental information as soon as it is available.

Staff Recommendations:

The Planning and Budget Office recommends adoption of the proposed FY 2027 Budget Rules and to permit PBO to replace Appendix 4K with updated indirect cost rate information if that information is received after the Proposed Budget is filed.

Issues and Opportunities:

The FY 2027 Budget Rules will be included in the filing of the FY 2027 Proposed Budget on Friday, September 25, 2026.

Fiscal Impact and Source of Funding:

The FY 2027 Budget Rules are approved to ensure that the implementation of the budget is consistent with Commissioners Court policies and applicable laws.

Required Authorizations:

Jessica Rio, County Executive Planning and Budget
Travis Gatlin, Budget Director

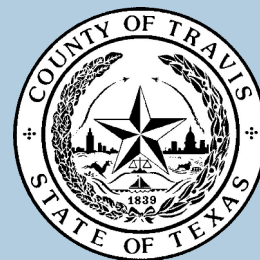
Attachments:

1. FY 2027 Budget Rules without IDC Rates
2. FY 2027 Budget Rules Draft Redline

Travis County

Fiscal Year 2027

Budget Rules



Travis County Commissioners Court

County Judge

Andy Brown

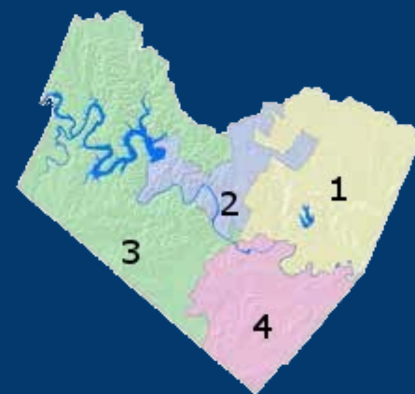
Commissioners

Precinct 1 Jeffrey W. Travillion, Sr.

Precinct 2 Brigid Shea

Precinct 3 Ann Howard

Precinct 4 George Morales III



TRAVIS COUNTY BUDGET RULES

FISCAL YEAR 2027

TABLE OF CONTENTS

INTRODUCTION	3
BUDGET RULES	3
<i>Rule #1: Budget Order</i>	<i>3</i>
<i>Rule #2: Expenditures in Excess of Budget</i>	<i>3</i>
<i>Rule #3: Budget Control</i>	<i>3</i>
<i>Rule #4: Personnel Budget</i>	<i>4</i>
<i>Rule #5: Automatic Budget Adjustments</i>	<i>5</i>
<i>Rule #6: Other Budget Adjustments</i>	<i>6</i>
<i>Rule #7: Unused Capital Funds</i>	<i>6</i>
<i>Rule #8: Encumbrances and Pre-Encumbrances</i>	<i>7</i>
<i>Rule #9: Encumbrance Reserve</i>	<i>8</i>
<i>Rule #10: Pre-Encumbrance Reserve</i>	<i>8</i>
<i>Rule #11: Printing/Mailing Restrictions</i>	<i>9</i>
<i>Rule #12: Travel</i>	<i>9</i>
<i>Rule #13: Recruiting and Hiring for High-Level Positions</i>	<i>10</i>
<i>Rule #14: Wireless Policy</i>	<i>11</i>
<i>Rule #15: Grants</i>	<i>11</i>
<i>Rule #16: Vehicle Take-Home Policy</i>	<i>11</i>
<i>Rule #17: Travel Out-of-State with a County-Owned Vehicle</i>	<i>11</i>
<i>Rule #18: County Auditor's Budget Adjustment Authority</i>	<i>12</i>
<i>Rule #19: Authorization for Reimbursed Agreements in Fund 5001</i>	<i>13</i>
<i>Rule #20: Reimbursement Requests and Taxable Income Determination</i>	<i>13</i>
<i>Rule #21: Business-Related Reimbursements from Discretionary Funds</i>	<i>13</i>

<i>Rule #22: Full Cost For Service Agreements</i>	<i>14</i>
<i>Rule #23: Use of Proceeds From the Sale or Lease of Palm School</i>	<i>14</i>
<i>Rule #24: Emergency Events</i>	<i>14</i>
<i>Rule #25: P-Card usage</i>	<i>15</i>
<i>Rule #26: T-Card usage</i>	<i>15</i>
<i>Rule #27: Addition of Equipment to Centralized Replacement Lists</i>	<i>15</i>
APPENDICES	16
<i>Appendix #1: Budget Adjustments</i>	<i>16</i>
<i>Appendix #2: Central Accounts</i>	<i>21</i>
<i>Appendix #3: Grants.....</i>	<i>23</i>
<i>Appendix #4: Additional Guidance</i>	<i>25</i>

INTRODUCTION

The Fiscal Year 2027 (FY 2027) budget rules and policies were adopted by the Travis County Commissioners Court on September 22, 2026. The rules and policies are adopted to ensure that the implementation of the budget is consistent with Commissioners Court policies and applicable laws.

The term “Department” used throughout this document refers both to offices headed by an elected or appointed official and departments reporting to the Commissioners Court.

BUDGET RULES

RULE #1: BUDGET ORDER

During FY 2027, the Travis County Budget Order, which includes these rules, is the sole and complete authority for the expenditure of County funds and the use of County resources that are subject to appropriation by the Travis County Commissioners Court.

RULE #2: EXPENDITURES IN EXCESS OF BUDGET

Expenditures and contractual obligations in excess of the amount authorized in a department’s budget are prohibited. Departments cannot expend more funds in any budget control group than the amount adopted in the budget. If additional funding is sought, the department must have the budget amended by Commissioners Court.

Expenditures must not:

1. Result in insufficient funding to meet the obligations of the department during the remainder of the fiscal year;
2. Commit the County to additional funding in the next fiscal year; or
3. Use either one-time funding or one-time savings for ongoing commitments.

A department that incurs an expenditure for which it does not have sufficient funds must reallocate existing funds to cover the shortfall. This may require reductions in personnel. Mandated services must be given the highest priority.

RULE #3: BUDGET CONTROL

The budget is controlled at the department level. Throughout the year, the budget is managed either at the fund center control group or funded program level of the department and further managed at the commitment item control group level. A budget control group means that one or more similar accounts or fund centers (cost centers) are grouped together, whether operating or capital. In the SAP system, transfers between accounts and fund centers will not be necessary for accounts, fund centers, or funded programs that are within the same budget control group.

Departments may request changes to budget control groups during the budget process to be implemented at the beginning of a new fiscal year. When created, new fund centers, funded programs, and commitment items may be added to existing budget control groups. Budget control groups cannot span multiple funds or functional areas. For exceptions to these processes, the Planning and Budget Office (PBO) asks departments to work with PBO and the Auditor’s Office. Any requested changes or additions are subject to PBO and Auditor’s Office approval.

Capital projects funded with debt (Certificates of Obligation, voter-approved bonds, and state highway bonds) or General Fund Capital Acquisition Resources (CAR) must have a unique Work Breakdown Structure (WBS) or Internal Order (I/O). These WBS and I/O projects are budgeted and controlled as funded programs. Funds budgeted in the Centralized Computer Services Department (Dept 190) are exempt from this requirement to use WBS and I/Os.

A WBS element is used to collect and manage costs for performing tasks within a project that are long-term and/or have multiple receipts. I/Os are used to monitor costs and revenues for activities and programs that are short-term or finite in nature.

RULE #4: PERSONNEL BUDGET

Departments are responsible for making overall personnel decisions that do not exceed the total personnel appropriation and personnel budget control groups in the budget. Personnel decisions include hiring decisions, internal promotions, and applications of career ladders.

Departments can only rely on the fixed amount of funds in the total budget adopted for the current fiscal year when submitting a budget for the succeeding fiscal year, even if the department has made personnel decisions on an annualized basis that are greater than their personnel budget control groups for the current fiscal year. In these situations, departments are expected to make appropriate reductions to their budget to ensure they meet this requirement.

NEGATIVE SALARY AND BENEFIT ACCOUNTS

If a department incurs a negative balance in a salary or employee benefit budget control group, it must submit a budget adjustment to PBO as soon as possible and before the next payroll submission date to correct the deficiency for the remainder of the current fiscal year.

As an added measure, PBO works in conjunction with Auditor's Office Payroll staff to correct negative personnel commitment item balances at the commitment item and fund center roll-up level on a scheduled basis. This includes negative personnel balances for budgeted, funded programs that do not have a corresponding roll-up budget. Commitment items beneath the roll-up level can remain negative and not require any adjustment provided there are resources at the roll-up level, except for budgeted vacancy and health benefit savings that are corrected at the end of the year. The first adjustments will occur in the middle of the fiscal year and are further adjusted as needed based on payrolls at the end of August and at closing.

Finally, at the end of the fiscal year, the County Auditor's Office is authorized to cover any shortages in salary or employee benefit budget control groups through budget adjustments, where applicable, as noted under Budget Rule #18.

OVERTIME

Employees may not be authorized to work overtime unless overtime is budgeted (either in the original or revised budget) for the department to pay for that work.

Under the following circumstances, this rule does not apply:

- there is a workload increase for a short period of time;
- the workload increase needs to be performed by current employees in that short period of time; or
- the workload increase would negatively impact the critical operations of the department if not performed.

Unbudgeted overtime must be declared an emergency by an elected county or district official and must be reported to the County Auditor, PBO, and the Commissioners Court within five (5) business days of the occurrence. A department with any overtime obligation that has a negative balance must cover the negative balance through a budget adjustment before the next payroll submission date. The department must use the existing budget to cover any deficit. As an added measure, PBO works in conjunction with Auditor's Office Payroll staff to correct negative overtime commitment item balances on a scheduled basis. At the end of the year, the County Auditor's Office is authorized to cover any overtime deficit as noted under Budget Rule #18.

MEDICAL INSURANCE BENEFIT FUNDS

Any year-end balances in the *Medical Insurance Benefit* commitment items remain within the funds in which they are budgeted and roll into the ending fund balance (after consideration of any Benefit Savings – commitment items 504020-504030). Departments may transfer balances in restricted fund sources, such as grants and special revenue funds, only to the extent allowed by the contract provisions governing the use of the funds.

Due to changes mandated by the Affordable Care Act, the County calculates employee health care expenses using an actuarially determined contribution rate based on the coverage selected instead of the County-wide blended composite rate, which is how these expenses are budgeted.

The difference between the budgeted County-wide blended composite rate and actual expenses could result in savings or allowable overages in a department's budget at the end of the fiscal year. Appropriate adjustments will be made throughout the year-end closing process to ensure overall departmental budgets are nonnegative as a result of the County's employee health care contributions.

TEMPORARY EMPLOYEES WHO QUALIFY FOR COUNTY MEDICAL INSURANCE

Under the Affordable Care Act's employer shared responsibility provisions, large employers must either offer minimum essential coverage that is "affordable" and that provides "minimum value" to their full-time employees (and their dependents) or potentially make an employer shared responsibility payment to the Internal Revenue Service (IRS). All temporary employees who work an average of 30 hours per week or greater during a defined measurement period must be offered health, dental, and vision coverage by the County.

Departments that have qualifying temporary employees who elect to enroll in the County's medical coverage must work with PBO to identify an appropriate fund source for this additional expense.

LAW CLERK POSITIONS IN THE COUNTY ATTORNEY'S OFFICE

The County Attorney's Office has an approved number of authorized full-time equivalents (FTEs) for Law Clerk positions. Depending on the business needs of the office, the number of full-time and part-time positions for these Law Clerks may vary throughout the year if the overall authorized FTEs and associated budget are not exceeded.

RULE #5: AUTOMATIC BUDGET ADJUSTMENTS

Local Government Code Section 111.070 (c) (2) allows the Commissioners Court to authorize PBO to process budget adjustments without further approval, subject to the terms and conditions approved by the Commissioners Court. See Appendix #1 for more information about Automatic Budget Adjustments.

In all instances, PBO retains the discretion to place a budget adjustment meeting the criteria to be processed as automatic on the Commissioners Court voting session agenda. Automatic budget adjustments are generally processed and reviewed in two working days from receipt by PBO. Budget adjustments may take longer given any questions or issues that arise during the review process or if PBO finds insufficient documentation.

Due to size or complexity, budget adjustments approved by Commissioners Court may require direct upload into the County's financial system rather than the standard workflow process. Large approved countywide compensation changes are one example.

In addition, a budget adjustment may meet requirements for an automatic adjustment but still require additional approval by the County's Budget Director or other designee due to size or complexity of the adjustment. In these cases, if necessary, the automatic budget adjustment will be documented in the financial system.

RULE #6: OTHER BUDGET ADJUSTMENTS

Budget adjustments that are not automatic must be approved by Commissioners Court. These adjustments generally involve moving funds between personnel and operating, augmenting a budget with funding from Reserves (including Earmarks), budgeting new revenue, or changing the approved capital list. See Appendix #1 for more information about budget adjustments.

Budget adjustments that require Commissioners Court approval must be submitted to PBO with sufficient documentation by Tuesday at 5:00 PM, at least 21 days before backup is due to Civic Clerk for the Commissioners Court voting session at which they are to be considered. This requirement may be extended further based on changes to the Commissioners Court meeting schedule. Budget adjustments that require County Attorney, County Auditor, or Bond Counsel review (such as those related to Certificates of Obligation or Bond funds) should be submitted earlier than 21 days before backup is due to Civic Clerk to ensure sufficient review time before Commissioners Court action. Some budget adjustments may require longer review periods. PBO will inform departments if additional time beyond the 21-day period is needed.

RULE #7: UNUSED CAPITAL FUNDS

Debt funded Capital Project Funds and Capital Acquisition Resources (CAR) fund centers may be used only for the purchases approved by the Commissioners Court. Capital project funds are proceeds from a debt issuance require legal and accounting review coordinated by PBO and may only be used in accordance with applicable bond covenants, Official Statements, and Commissioners Court transcripts.

A department cannot automatically transfer remaining appropriated funds after the completion of a capital project or the purchase of a capital asset to another project or purchase without Commissioners Court approval. In addition, funds cannot be transferred between projects or used to make purchases not specifically approved and itemized during the FY 2026 budget process without approval of Commissioners Court.

PBO periodically reviews CAR accounts and may ask departments to transfer realized savings from completed projects and purchases to the CAR Reserve which can be processed as an automatic budget adjustment. PBO annually reviews debt funded Capital Project Funds with completed projects to determine if remaining amounts can be allocated to additional projects or qualify as de minimis and then be transferred to the Debt Service Fund.

EXCEPTION TO RULE #7

PBO has the authority to process budget transfers from realized capital project savings from completed projects in CAR fund centers. To be treated as an automatic transfer, (1) the amount of savings moving from one completed project to an existing project may not exceed \$50,000 and (2) the amount of savings moving to an existing project from more than one completed project may not exceed \$50,000. Requests to use these savings must include a summary of the approved project/item budget, total expenditures, and total project/item purchase savings. In all instances, PBO retains the discretion to place a budget adjustment meeting the criteria to be processed as an automatic on the Commissioners Court voting session agenda.

To comply with arbitrage rebate requirements and make disbursements to the IRS, PBO may transfer unused funds within a Bond fund including reserves before obtaining Commissioner Court approval, however, PBO must notify the Commissioners Court at its next regular meeting if such a transfer is completed.

RULE #8: ENCUMBRANCES AND PRE-ENCUMBRANCES

Pre-encumbrances are reservations of funds made with SAP shopping carts. A pre-encumbrance is converted into an encumbrance when a purchase order is created from that shopping cart. Encumbrances are reservations of funds made with purchase orders, funds management documents (reservations, commitments, pre-commitments), or travel commitments and must be covered by an appropriation. The pre-encumbrances are released when encumbrances are posted successfully, and encumbrances are released when the related expenditure is recognized or if liquidated by Purchasing and/or Auditor's Office. Departments are expected to keep track of their encumbrances and keep them timely. Unnecessary encumbrances tie up County resources, and encumbrances and pre-encumbrances that are no longer needed must be liquidated.

The County Auditor, in conjunction with departments, is authorized to automatically liquidate outstanding encumbrances from funds management documents for purchase orders that are deemed "completed" (i.e., all items have been received, invoiced, and payment for the full expenditure has been forwarded to the provider, and/or all remaining amounts have been liquidated). Travel is considered "completed" once the travel expense report has been received, approved, and the expenditure forwarded to the provider or employee as reimbursement.

Departments must review open encumbrances, including pre-encumbrances, quarterly. Department personnel can generate an open encumbrance report from the SAP financial system. Authorized department personnel should review this encumbrance report, which includes Shopping Carts, Funds Management Documents, Purchase Orders, and Travel Encumbrances to determine if any encumbrances can legally be unencumbered. Departments must notify the Purchasing Office of any Purchase Orders needing to be liquidated and submit a notification to the County Auditor's Office that the encumbrances have been reviewed no later than 20 days after the end of the quarter.

The County uses three types of funds management documents: Fund Reservations, Fund Pre-Commitments, and Fund Commitments. Fund Reservation types consist of: AP (Approved Projects), DN (Donations), CP (Capital Projects), GM (Grants), CC (PCard), and OT (Other). Except for CC and OT, all other types are eligible to carry forward to the following fiscal year after PBO and/or Auditor's Office review and approve. Fund Reservation type CP should only be used at the end of the current fiscal year to roll the anticipated budget needed prior to the full budget being posted within the capital project funds (4000-5999). This type is eligible to carry forward to the following fiscal year after a PBO review and will be liquidated in the first period of the new fiscal year. Types CC and OT will not carry forward to the following fiscal year and are liquidated by the Auditor's Office at the end of the current fiscal year.

PBO will review and approve AP and DN type documents prior to being posted as final in SAP. All AP and DN documents must have attached documentation showing the date the funds were approved by Court and must include the agenda item. AP

documents may also include Adopted Budget information establishing that the purpose of the funds was approved as part of budget adoption. Type Request for Bid (RF) must have applicable procurement/solicitation-related information attached and will be reviewed and approved via SAP workflow by the Purchasing Office. Funds Commitments, Contracts (CN) must have applicable contract-related support attached and will be reviewed and approved via SAP workflow by the Auditor's Office.

RULE #9: ENCUMBRANCE RESERVE

An Encumbrance Reserve is established each year to pay for contractual obligations made in the previous fiscal year for goods and services to be received in the current fiscal year. After the previous fiscal year's accounting records are closed, the County Auditor applies a portion of the estimated budgeted reserve to pay the expenditures for goods and services ordered but not received in the previous fiscal year. The remaining amount becomes the actual amount available for the new fiscal year expenditures for contractual obligations incurred during the previous fiscal year. The amount budgeted for this reserve is the maximum, not to exceed, amount estimated at the time the budget is adopted.

PBO approves all encumbrances that will re-appropriate to the new fiscal year as carry forwards in individual department accounts for the purpose and for the vendor to which the contractual obligation and encumbrances were originally applied. For General Fund AP and DN type Funds Reservations liquidated from a prior year, PBO will move funds associated with these documents to the applicable reserve as automatic budget transfers. For General Fund RF and CN type Fund Commitments liquidated from a prior year, the County Auditor will move funds associated with these documents to the applicable reserve as automatic budget transfers. Unused CAR funds will also be moved to the applicable reserve. All other funds not under the General Fund are excluded (see below exception). If an encumbrance needs to be liquidated to allow a technical correction, such as a modification to the vendor, but will still be used for the same intended purpose, departments may request that the funds not be moved to reserves. This request must be made to PBO prior to requesting Purchase Order liquidation with the Purchasing office.

EXCEPTION TO RULE #9

Funds budgeted in Voter Approved, State Highway Bonds, Certificate of Obligation Funds, and Non-Major Capital Projects Funds (Funds 4000-4999 and 5000-5999) are excluded from the requirement to transfer liquidations from prior year encumbrances to the applicable reserve. Funds budgeted in emergency event I/Os and expenditure budget created from grant funds, settlements related to the Balcones Canyonlands Preserve, Tree Mitigation settlement revenue, Wetland fees, dedicated Park Donation funds, and revenue from Park License fees are also excluded from the requirement to transfer liquidations from prior year encumbrances to the applicable reserve.

RULE #10: PRE-ENCUMBRANCE RESERVE

A Pre-Encumbrance Reserve may be established each year if deemed necessary. Amounts included in this reserve are limited and generally only include resources for those pre-encumbrances (Shopping Carts) that are in the process of converting to a Purchase Order. PBO must approve any use of these reserve funds. PBO approves all pre-encumbrances that will be re-appropriated to the new fiscal year as budget carry-forwards in the budget of the individual department for the specified purpose. Any contract-related funds associated with canceled prior year pre-encumbrances will be moved from the department's budget to the applicable reserve for re-appropriation by the Commissioners Court. If a pre-encumbrance needs to be liquidated to allow a technical correction, such as a modification to the vendor, but will still be used for the same intended purpose, departments may request that the funds not be moved to reserves. This request must be made to PBO prior to requesting Purchase Order liquidation with the Purchasing office.

Only shopping carts (pre-encumbrances) that are appropriately documented that support the future conversion to a purchase order will carry forward to the next fiscal year. Any shopping carts (pre-encumbrances) that are not approved to carry forward to the new fiscal year are updated in SAP by the Purchasing office and the funds are unencumbered (released) and transferred to the Allocated Reserve. No further action is required by the Department for these shopping carts, deleting approved shopping carts that are not carried forward to the following fiscal year can prevent the system from releasing budget. Moreover, to support continuity of services for emergency response when crossing a fiscal year, all available balances within emergency event internal orders will be carried forward and included in the pre-encumbrance reserve so that these balances will be available in the next fiscal year for this specific purpose.

RULE #11: PRINTING/MAILING RESTRICTIONS

The Travis County Reprographics Service Center (TCRSC) must keep one file copy of all documents printed and indicate the number of copies made. TCRSC resources cannot be used to print more than 500 copies a month of the same letter, newsletter, or notice unless the additional copies are: (1) required by law; or (2) specifically approved by the Commissioners Court.

The TCRSC may only print official documents of Travis County government or those authorized by the Commissioners Court. Departments placing printing orders must affirm on the work order that the materials ordered are for official Travis County business. Projects shall be printed as two-sided unless one-sided is specified and the department provides a reason.

Per Travis County Code, Chapter 46, requests for printing for an outside entity must be made by a sponsoring County Executive or elected/appointed official to the Records Management Officer in Technology and Operations (TechOps) or the appropriate designee. The Records Management Officer may reject the print request based on internal county print needs and workload. The sponsoring department must transfer funding for the print request to the Print Shop. In addition, if Commissioners Court approval is needed, the sponsoring department must secure Commissioners Court approval at least two weeks prior to the print request completion deadline.

RULE #12: TRAVEL

Travis County only pays for travel that is necessary and related to official Travis County business and incurred by County employees, officials, and other authorized persons.

The County Auditor is responsible for managing the travel reimbursement process. All travelers must follow the County Auditor's Travel Policy located on the County intranet, Travis Central, under the *Resources* page, or in the SAP knowledge base ([Travel Policy - Travis County SAP Support \(helpjuice.com\)](#)). This Policy ensures the County meets the IRS requirements for an *accountable plan*. Reimbursement Rates, Per Diem, and expenses not eligible for reimbursement are included within this policy. To substantiate travel, all final travel expense reports must be complete, correct and approved in SAP by the Department's Financial Approver and be available to the Auditor's Office for review **within 60 days** after the trip is complete, even if there is no reimbursement.

Employees must obtain department approval for their travel before expenses are incurred. Travel that is not encumbered prior to the expense being incurred may require Commissioners Court approval.

Travis County may pay travel vendors directly or reimburse County employees, officials, and other authorized persons who have traveled for County business. Payments directly to vendors may either be via check/ACH or by using a travel credit card. Credit card purchases must adhere to the rules defined in the [Travis County Travel Credit Card Policy](#).

Employees are responsible for any costs associated with failing to cancel travel arrangements in a timely manner. Exceptions are granted on an individual basis for reasons such as illness or emergency.

Certain grants limit the amount and type of reimbursable travel expenditures. Travelers must work with the County Auditor's Grant Analyst to verify that any proposed travel is in accordance with the grant agreement before travel begins. The SAP Financial system sends grant-related travel to the Auditor's Grant Analysts for their approval.

Any requests to travel outside the continental United States require Commissioners Court approval prior to funds being committed. Travel relating to criminal extradition, investigation, prosecutions, or similar situations is exempted from this rule.

OTHER SPECIAL SITUATIONS

Departments must work with the County Auditor's Office when making travel arrangements where alternate transportation mode, accommodations, or schedule are proposed.

If the reimbursement request is submitted more than 60 days from the date of incurring the expense or payment of the expense, the reimbursement is reported as taxable income for the County employee, per Travis County's Accountable Plan.

Salaries of elected officials are set in compliance with notice and hearing requirements in the Local Government Code before the budget is adopted. For an elected official, a reimbursement that becomes taxable income is **not allowed to be paid** because Texas law does not allow midyear increases in an elected official's salary.

For appointed officials whose salaries are set through an Order of their authorizing board, a reimbursement that becomes taxable income may only be paid if it complies with the Order.

Reimbursement of food and non-alcoholic beverages for a group are allowed in certain instances when County employees are deployed to perform emergency or public safety duties. In addition, when a disaster has been declared in Travis County, the Emergency Operations Center has been activated, or Travis County has received a request for assistance or mutual aid due to a disaster in another area, the County Executive of Emergency Services may authorize the housing, lodging, provision of fuel, billeting, and other costs associated with keeping essential public safety personnel able to meet the emergency response needs of the County. This rule remains in effect while any of the three above conditions are active.

RULE #13: RECRUITING AND HIRING FOR HIGH-LEVEL POSITIONS

The Commissioners Court may approve the use of County funds to pay for travel arrangements, food, and non-alcoholic beverages to entertain applicants when recruiting nationally for County Executives, Chief Deputies or equivalent roles, Department Heads or equivalent roles, or Appointed Officials. Commissioners Court must authorize this use of County funds before these expenses are incurred. Offices and Departments with compelling and extraordinary reasons to request to pay for relocation expenses for other hard to fill recruiting needs will need to place an item on the Commissioners Court if those positions are not listed above for consideration. Exceptions to these positions must be substantiated and authorized by Commissioners Court prior to beginning recruitment. The job applicant is reimbursed for the actual expense incurred not to exceed the rates used for County personnel. The County does not use per diem rates for non-County employees. Meals may only be reimbursed up to \$68 per day plus up to 20% gratuity if receipts are submitted. Airfare expenses are limited to economy class only.

If the job applicant for a County Executive, Chief Deputy or equivalent role, Department Head or equivalent role, or an Appointed Officials is hired, moving expenses up to \$10,000 and employment agency fees up to \$10,000 may also be paid for

these positions if authorized by the Commissioners Court in advance and receipts are submitted. Any amount in excess of \$10,000 for either expense type will require compelling justification and/or unique/unusual circumstances in order to be approved. Departments must provide documentation and notify Payroll and Accounts Payable before any expenses are paid. Per IRS guidelines, employers must include moving expense reimbursements in employee's wages. Departments must absorb these costs within their existing budgeted resources.

Due to the routine yearly nature of the recruiting and hiring process, Medical Examiner Fellowship candidates may have their internally funded and staff reviewed travel expenses reimbursed for interviews without prior Commissioner Court approval.

RULE #14: WIRELESS POLICY

Departments must comply with Travis County Code, [Chapter 139, Wireless Communications Policy](#).

RULE #15: GRANTS

The coordination of Travis County's grant-seeking activities has transitioned to Grants Administration within General Administration as of FY 2025. This includes the processing of grant applications, contracts, permissions to continue, and other grant items on the Commissioners Court agenda. All grant-related documentation must be submitted in accordance with the rules in Appendix #3, which includes new processes for regular grant application and award receipt, Community Project Funding requests, and requests for Letters of Support. Grants from public or private sources received during the fiscal year are budgeted by the Commissioners Court upon certification of the revenue by the County Auditor. PBO, the County Attorney's Office, and the County Auditor's Office will continue to have key roles in the review process.

RULE #16: VEHICLE TAKE-HOME POLICY

County departments must comply with Travis County Code, [Chapter 140, Use of County-Owned Passenger Vehicles While Off-Duty](#).

RULE #17: TRAVEL OUT-OF-STATE WITH A COUNTY-OWNED VEHICLE

Out-of-state travel with a County-owned vehicle must meet all travel policies and the department must benefit from the use of a County-owned vehicle. The use of a County vehicle for out-of-state travel does not need to be placed on a Commissioners Court agenda if:

1. The travel is to a contiguous state (New Mexico, Oklahoma, Arkansas, or Louisiana)
2. The requesting department informs Transportation and Natural Resources of the proposed travel and the Fleet Manager concurs that the vehicle is appropriately maintained for the trip
3. The requesting department informs the County Risk Manager of the proposed travel and the Risk Manager concurs that the vehicle is appropriately insured for the trip
4. One or more of the following also applies:
 - a. The primary purpose of the travel requires the transportation of service animals (e.g., K-9 units)
 - b. The primary purpose of the travel requires the transportation of large amounts of equipment or gear
 - c. The primary purpose of the travel requires the transportation of more than one employee and the department shows that the County costs are reduced by taking a County vehicle as a result of a cost-benefit

analysis that takes into consideration the cost of the vehicle fuel, additional employee time spent on travel, and any additional lodging cost

- d. The primary purpose is to transport an inmate for extradition by the Travis County Sheriff's Office from any state at the request of the County Attorney or District Attorney

A department requesting to travel out-of-state with a County-owned vehicle must inform PBO, the Fleet Manager, and the Risk Manager of the planned travel in writing prior to the travel. If there is a disagreement between the requesting department and PBO, the Fleet Manager or Risk Manager, PBO will place the request on the Commissioners Court agenda for consideration. A requesting department must submit sufficient documentation, including responses from the Fleet and Risk managers, to PBO by Tuesday at 5:00 PM, at least 21 days before a Commissioners Court voting session that occurs before the travel departure date.

The requesting department must transfer the appropriate budget to TNR Fleet Management for the actual fuel and maintenance costs within 30 days of trip completion.

RULE #18: COUNTY AUDITOR'S BUDGET ADJUSTMENT AUTHORITY

The County Auditor has the authority to adjust budgets without prior approval from the Department under the following circumstances.

NEGATIVE PERSONNEL AND BENEFITS BALANCES

At year-end, the County Auditor will work with PBO to transfer funds automatically to cover projected shortages in salary and benefits budget control groups. The County Auditor, in coordination with PBO, may transfer:

1. Projected surplus salary and benefit funds within a department or among departments
2. Funds from reserves in the applicable fund

These adjustments occur after the end of the fiscal year in preparation for final closing.

ADJUSTMENTS FOR INVOICE DEFICITS OF \$20 OR LESS

To avoid invoice-processing delays, the County Auditor is authorized to transfer funds automatically throughout the fiscal year to cover an invoice amount that exceeds the remaining budget control group appropriation by \$20 or less. These funds are transferred from within the budget of the department incurring the invoice from any operating expenditure commitment item with sufficient unencumbered funds. In the case of Grants, the County Auditor's Grant Financial Analyst must approve these automatic transfers.

PAYMENT OF INTEREST

The Texas Prompt Payment Act, found in Texas Government Code 2251, mandates timely payment for goods and services by state agencies. Specifically, state agencies must pay invoices within 30 calendar days of receiving the goods, completing the services, or receiving the invoice, whichever is latest. If payment is late, interest accrues on the unpaid amount. Interest payments will be charged to each department's General Fund budget.

The County Auditor is authorized to transfer funds automatically within a department's budget throughout the fiscal year to cover the interest cost payable on overdue invoices to comply with Texas Government Code, Chapter 2251. These funds are

transferred from within the budget of the department incurring the interest from any expenditure budget control group with sufficient unencumbered funds.

UTILITIES BUDGET

Utilities are basic services that are essential to running the County. These services include Electric, Oil & Gas, and Water & Sewer Services. The budget for utilities in buildings managed by the Facilities Management Department is controlled at the Centralized Utilities department level - all fund centers that begin with 191. The budget for Centralized Utilities department is budgeted as a total amount in Fund Center 191xx and not as a breakout by functional area. Throughout the year, a budget adjustment may be submitted monthly to allocate the appropriate amount to the commitment item and fund center as actuals are recorded. As an added measure, PBO works in conjunction with the Auditor's Office staff to correct negative balances. The County Auditor's Office is authorized to cover any shortages in the Centralized Utility fund centers.

RULE #19: AUTHORIZATION FOR REIMBURSED AGREEMENTS IN FUND 5001

All expenditures for reimbursable agreements within Fund 5001 that have been approved by Commissioners Court and for which the County Auditor has certified revenue are authorized until resources from the funding entity are available for reimbursement. Some approved agreements budgeted in Fund 5001 (Contractual Capital Projects) by the County require expenditure of County funds until those expenditures are reimbursed by the funding entity. Departments should request an advance payment rather than agree to a reimbursement arrangement whenever possible. If the total expenditures and encumbrances of the fund result in a deficit fund balance, the department is required to request a transfer into the fund from other department resources.

RULE #20: REIMBURSEMENT REQUESTS AND TAXABLE INCOME DETERMINATION

Reimbursement requests for business-related expenditures must be submitted to the County Auditor's Office in a form and format prescribed by the Auditor's Office. Per the [Travel Policy](#), all final expense reports must be complete, correct and approved in SAP by the Department's Financial Approver and be available to the Auditor's Travel Analyst for review within 60 days of travel completion. Requests must include the supporting documentation appropriate to the type of expenditure, which may include pre-approval from Purchasing. If the reimbursement request is submitted more than 60 days from the date of incurring the expense or payment of the expense, the reimbursement is reported as taxable income for the County employee, per Travis County's Accountable Plan.

Salaries of elected officials are set in compliance with notice and hearing requirements in the Local Government Code before the budget is adopted. For an elected official, a reimbursement that becomes taxable income is not allowed to be paid because Texas law does not allow midyear increases in an elected official's salary.

For appointed officials whose salaries are set through an Order of their authorizing board, a reimbursement that becomes taxable income may only be paid if it complies with the Order.

RULE #21: BUSINESS-RELATED REIMBURSEMENTS FROM DISCRETIONARY FUNDS

Travel-related expenditures and other costs paid from discretionary funds that departments expect to be reimbursed from the General Fund and/or Other Funds require compliance with Budget Rules and encumbrance of the expenditures before travel starts or costs are incurred. To qualify for General Fund and/or Other Fund reimbursement, departments that choose to pay for items initially out of Discretionary Funds are required to:

- Encumber expenditures in the General Fund/Other Funds in compliance with Budget Rules prior to incurring the expense. This applies to all purchases including travel related expenditures and Advanced Payments. Any Travel Advances to employees must adhere to procedures established in the [Travis County Travel Policy](#).
- Comply with purchasing statutes and obtain written approval from the Purchasing Agent prior to making the purchase.
- Provide detailed receipts and proof of payment from the Discretionary fund submitted with the reimbursement request.

Reimbursements from General Fund and/or Other Funds are disbursed after the expense has been incurred (purchase or travel), the discretionary fund has paid the expenditure, and compliance with the budget rules/purchasing policies is verified.

EXCEPTION TO RULE #21

While Travis County employees may be eligible for reimbursement for certain expenses, non-County employees are not eligible for reimbursement. The Travis County Historical Commission is solely comprised of non-employee volunteers, who may incur expenses related to County business in the course of their volunteer service. Historical Commission members may be eligible for reimbursement despite their non-employee status, as long as the expenses are reimbursable under the Budget Rules, purchasing policies, and other County policies.

RULE #22: FULL COST FOR SERVICE AGREEMENTS

Offices and departments considering entering into a service agreement should work with County support departments to develop a full cost estimate of the service to be provided. Other options can also be proposed but a full-cost recovery option must be presented to Court when discussing potential service or facility lease space agreements.

Direct services are supplemented by a variety of support costs, both within the County office/department providing the service and support services provided elsewhere in the County. These may include services of HRMD, Purchasing Office, PBO, and administrative costs in the office or department providing the service.

RULE #23: USE OF PROCEEDS FROM THE SALE OR LEASE OF PALM SCHOOL

Proceeds from the sale or lease of Palm School land and building shall be used to provide additional investments for the provision of human services. Human services includes programs and services that seek to address or improve community conditions through workforce development, early education and childcare, youth initiatives, behavioral health supports, and affordable housing as well as criminal justice diversion initiatives, and indigent representation needs. It may also include infrastructure to support access to rural transportation, water and septic tank repair/replacement, public health, and initiatives designed to promote community resilience.

PBO will make a recommendation regarding the use of the proceeds consistent with this rule to Commissioners Court after consultation with Health and Human Services. Commissioners Court will use the funds in the most efficient and effective manner.

RULE #24: EMERGENCY EVENTS

There may be circumstances during the fiscal year as a result of emergency events that necessitate that the County quickly allocate resources to best respond to them. The County Executive of Planning and Budget as well as the County Budget

Director have the authority to process emergency budget adjustments as automatics from the Emergency Reserve to personnel and operating commitment items with the approval of the County Judge. PBO will inform the Commissioners Court of any such emergency transfers and will place these adjustments on the following Commissioners Court agenda for ratification.

Emergency Services has the authority to move funds between the personnel and operating commitment items as automatic budget transfers as may be required to respond to emergency events within the Centralized Emergency Response budget (Dept. 195) that is managed by Emergency Services (Dept. 147) with PBO approval.

As noted in Budget Rule #12 Travel – Other Special Situations, reimbursement of food and non-alcoholic beverages for a group are allowed in certain instances when County employees are deployed to perform emergency or public safety duties. In addition, when a disaster has been declared in Travis County, the Emergency Operations Center has been activated, or Travis County has received a request for assistance or mutual aid due to a disaster in another area, the County Executive of Emergency Services may authorize the housing, lodging, provision of fuel, billeting, and other costs associated with keeping essential public safety personnel able to meet the emergency response needs of the County. This rule remains in effect while any of the three above conditions are active.

RULE #25: P-CARD USAGE

Use of a County credit card (P-Card) is a commitment of County funds. Before a cardholder may make any purchase on a P-Card, they must verify that sufficient budgetary funds are available to cover the intended purchase. The specific processes and procedures to ensure this are outlined in Section 5 of the Purchasing Procedures Guide and in the Travis County [Travel Credit Card Policy](#).

RULE #26: T-CARD USAGE

Travis County has implemented a Travel Card (T-card) for travel-related expenses. T-cards are granted to a department by request from a County Official and approval by the Administrator in Purchasing. T-cards can be issued to a department or to an individual who travels frequently. Training must be completed before receiving a T-card; a refresher training is required yearly. Allowable expenses include but are not limited to the following: conference registration, hotel, and airfare.

Travis County T-card use follows the Travis County Travel Policy and all travel must be encumbered by entering a Travel Request into SAP when the T-card is used. Please refer to the [Travel Credit Card Policy](#) located on Travis Central for more details.

RULE #27: ADDITION OF EQUIPMENT TO CENTRALIZED REPLACEMENT LISTS

Vehicles, heavy equipment and computer and related IT equipment (desktop computers, laptops, mobile data computers) purchased with internal department funds are not automatically eligible for addition to the respective centralized replacement lists. The department must specifically request that PBO and the appropriate department handling the centralized budget (i.e. Technology and Operations or Transportation and Natural Resources) place independently purchased vehicles, heavy equipment and computer and related IT equipment on the replacement list. The department must include sufficient justification for the request, and the equipment must meet the general parameters of all existing replacement policies and procedures. If there are ongoing fuel and maintenance needs related to vehicles, PBO and TNR will collaborate to ensure these funds are added through the budget process as needed. PBO retains the discretion to place such requests on the Commissioners Court voting session agenda given any questions or issues that arise during the review process or if PBO finds insufficient documentation.

APPENDICES

APPENDIX #1: BUDGET ADJUSTMENTS

A budget adjustment is required for any proposed change to the budget across budget control groups or across departments. An authorized official (elected or appointed official, county executive or other manager) must approve submission of the budget adjustment. An authorized official may delegate an employee to create budget adjustments by submitting an SAP help ticket.

Budget adjustments are not allowed to or from fund centers designated as CAR to fund centers outside of CAR. The CAR fund centers are used for capital expenditures and one-time equipment expenditures that do not fit within the definition of capital assets, such as computers that have a unit cost of less than \$5,000. CAR fund centers are designated by the notation 1xx8xx0001.

Budget adjustments that would result in a negative revised budget in any commitment item are not allowed.

Departments process all budget adjustments through SAP. Help on how to use SAP to enter a budget adjustment is available by searching 'budget transfer' on the SAP help site: <https://traviscountytexas.helpjuice.com/>. Exceptions to processing budget adjustments using SAP are determined by the County Auditor or PBO (such as the use of paper budget adjustment forms for LCRA Fund Transfers approved quarterly by the Commissioners Court).

AUTOMATIC BUDGET ADJUSTMENTS

The Commissioners Court has authorized PBO to approve transfers as automatic budget adjustments in the following situations.

1. Routine transfers between operating commitment items for product categories or commodity codes.
2. If a position is vacant and documentation of the vacancy accompanies a budget adjustment, departments can automatically move funds within their department. Funds must be used for the original purpose of the vacant position. Upon PBO approval of departmental justification, *budget may be moved from the following commitment items:*
 - 500050-500060 and 506010-506020 and 506040-506060, Salaries – Regular Employees and Standard Benefits
 - 501010-501020 and 506010-506020 and 506040-506060, Salaries – POPS and Standard Benefits
 - 500090-500100 and 506010-506020 and 506040-506060, Salaries – Associate Judges and Standard Benefits

if the adjustment moves them to:

- a. The same commitment items in a different fund center when a position is reassigned to another fund center.
- b. 500070, Salaries-Temporary Employees to temporarily fill a vacant regular position.
- c. Any budget control group commitment items to temporarily fill a vacant regular position or perform similar duties using other contracted services. This includes commitment items such as: 511890, Other Consulting Services, 511900, Other Services, and 511950, Temp Personnel Services-Clerical/Managerial/Exec. Funds must be used for the original purpose of the vacant position as verified by PBO.

- d. 502011-502014, Overtime for employees performing the duties of a vacant position, or as allowed in Budget Rule #4, Overtime.
 - e. 502015-502017, Extra Hours Paid Over 40.
 - f. Juvenile Probation services commitment items.
 - g. 511680, Advertising/Public Notification Services, related to advertising for vacant positions in departments that advertise independently of HRMD.
 - h. 513010, Background Check Services, related to the on-boarding process for new hires.
 - i. Contracted services outside of those through a temp agency.
- 3. Departments can automatically move funds to correct projected negative balances in personnel budget control groups.
 - 4. Departments can automatically move funds from 503090, Performance Pay, to salary budget control groups based on approved annualized compensation awards.
 - 5. Departments can automatically move funds if the funds requested to be moved are from Grant funds and the change is allowed by the grantor.
 - 6. Departments can automatically move funds for approved grant matches between Funds Management and Grants Management SAP modules if the transfer results in a zero net impact for the department.
 - 7. Departments can automatically move funds if the funds requested to be moved are from Bond funds and the change is allowed by the bond provisions.
 - 8. PBO in conjunction with the County Auditor's Office can automatically move funds within Bond funds to pay for any required Internal Revenue Service (IRS) arbitrage payments as allowed by bond provisions.
 - 9. Departments can automatically move funds to implement changes among budget control groups related to approved interlocal agreements.
 - 10. Departments can automatically move funds as personnel budget adjustments if a department provides documentation of a change in duty rotation from one fund center to another within its department.
 - 11. Departments can automatically move funds if the transfer of budget is from an operating budget commitment item to 511710, Cellular Allowance, and related Standard Benefit commitment items to implement a cell phone allowance and it complies with the Travis County Wireless Policy (Budget Rule #14).
 - 12. Departments can automatically move funds for an interdepartmental transfer to a centrally budgeted commitment item or so that goods or services may be procured on their behalf.
 - 13. Departments can automatically move funds between departments managed by a single County Executive in accordance with these budget rules.
 - 14. Departments can automatically move funds to correct errors to budget adjustments previously submitted to and approved by Commissioners Court if the Court's intent in approving the transfer is clearly documented and the correction is consistent with that intent.

15. Departments can automatically move funds if Commissioners Court votes to allow the change as an automatic adjustment.
16. Departments can automatically move funds to correct administrative or technical errors.
17. Departments may move funds between centrally budgeted control groups or central commitment items (see Appendix 1) within the same department.
18. Funds budgeted in TNR Emergency Cost Center can be moved back to the General Fund Road and Bridge Cost Center.
19. Funds may be moved between fund centers in the Centralized Utilities budget (Dept. 191) as noted under Budget Rule #18.
20. Departments can move realized savings or unneeded funds from their budgets to the appropriate reserve so that the Commissioners Court could reprioritize these funds for other needs.
21. Emergency Services can move funding between personnel and operating commitment items within the Centralized Emergency Response Department (195) fund centers as automatics as needed to respond to emergency events.

DISALLOWED BUDGET ADJUSTMENTS

Budget adjustments that involve the following types of actions are not allowed without specific Court Approval.

1. Move funds out of reserve within a fund, excluding Debt Service funds or other funds for arbitrage rebate or arbitrage calculation fee disbursements as established in the exception to Budget Rule #7, unless the Commissioners Court voted to approve the transfer as an automatic budget adjustment.
2. Move budget between funds, excluding Debt Service funds.
3. Use CAR, Certificates of Obligation, State Highway Bonds or Voter Approved Bond funds (See Rule #7):
 - a. To make purchases or execute projects that have not already been approved by the Commissioners Court, or;
 - b. In a manner that is inconsistent with applicable bond covenants or Certificate of Obligation transcripts and the corresponding Official Statements (where applicable).
4. Move funds into or out of CAR fund centers (1xx8xx0001).
5. Move funds out of a budget control group that may have insufficient funding to meet the obligations of the department through the remainder of the fiscal year.
6. Move funds out of a central budget control group or central commitment item not within the same department (see Appendix 2).
7. Move funds into or out of the Wellness Clinic Fund Center in the Employee Health Benefits Fund.
8. Move funds from a Medical Insurance Benefit commitment item (506030) except to another Medical Insurance Benefit commitment item.
9. Move funds from budgeted salary and benefits savings commitment items (504010-504050).
10. Move funds out of "operating transfers" (590000-595999 or 490000-495999) without Commissioners Court approval.

11. Move funds from programs or accounts that have recently received significant additional resources or are recommended to increase significantly in the upcoming fiscal year. Funds may be moved within these programs without Commissioners Court approval, but funds may not be moved from these programs or accounts without Commissioners Court approval.
12. Move funds from the following budget control groups unless specifically allowed by automatic budget adjustments section in Appendix 1.
 - 500010-500020, Salaries-Elected/Appointed Officials
 - 500030-500040, Salaries-County Executives
 - 500050-500065, Salaries-Regular Employees
 - 500090-500100, Salaries-Associate Judges
 - 501010-501035, Salaries-POPS
 - 502010-502017, Overtime and Extra Hours Paid Over 40
 - 502011, Overtime-Shift Differential Pay, Non-POPS
 - 502012, Overtime-Shift Differential Pay, POPS
 - 503010, Longevity Pay-All Employees
 - 503020, Longevity Pay-Prosecutors
 - 503030-503061, Law Enforcement Additional Pay
 - 503090, Performance Pay
 - 506010-506020, 506040-506060, Standard Benefits
 - 511460-511485, Utilities (Except between fund centers within Dept. 191)
 - 511625-511630, Rent-Building & Land
 - 511800, External Placement Prisoners/Juveniles
 - 514000-514999, Court and Law Enforcement Related Expenditures

TRANSFER BUDGET ADJUSTMENTS

Transfers are intra-department budget adjustments that do not meet the criteria for an automatic budget adjustment outlined in Budget Rule #5. If PBO concurs with these items, PBO places them on the Commissioners Court agenda as Transfers. If PBO does not concur or if there are issues that need to be discussed with Commissioners Court, PBO places the budget adjustment on the Commissioners Court agenda as a Discussion Item.

Transfer budget adjustments also include modifications to the adopted capital projects and purchases list regardless of the need to move the funds to another account.

AMENDMENT BUDGET ADJUSTMENTS

Amendments are budget adjustments that move funds from any reserve account to a department expenditure commitment item or between departments.

If PBO concurs with these items, PBO places them on the Commissioners Court agenda as Amendments. If not, or if there are issues that need to be discussed with Commissioners Court, PBO places the budget adjustment on the Commissioners Court agenda as a Discussion item.

DISCUSSION BUDGET ADJUSTMENTS

Budget adjustments become discussion items on the Commissioners Court agenda when PBO determines that the request warrants further consideration. These items could originate as Automatic, Transfer, or Amendment budget adjustments. Typically, these are items with which PBO does not concur.

Discussion items may have any of the following characteristics:

- Appear to be a programmatic change not consistent with Court policy;
- Warrant further consideration due to the Department's or County's financial condition;
- Raise issues that may need additional programmatic or policy review before a decision is made; and/or
- Appear to set a precedent that may have long-term or significant impacts on the County.

NEW BUDGET ADJUSTMENTS

A department must request Commissioners Court approval of budget adjustments that establish a new budget for new revenue that is not included in the Adopted Budget. New budget adjustments submitted by a department that establish a new revenue and new expenditure budget must also include a completed Revenue Certification Request and Certification Form. The form is available through the SAP HelpDesk/Forms tab under Budget Forms. The new budget established must be budgeted in its own fund or include an Internal Order (I/O) or Work Breakdown Structure (WBS) to ensure that the expenditure budget can be separately identified.

Grants: Commissioners Court approval for a new budget related to a grant is handled through the approval process for the grant contract discussed in Appendix 3.

Note: There is one exception to this rule. If the new budget being established is for a multi-year grant and Commissioners Court does not approve the budget through the grant approval process on an annual basis, the establishment of the new budget must be approved by Commissioners Court as part of budget amendments and transfers.

Intergovernmental Contracts: New Budget adjustments establishing a new revenue and new expenditure budget must include as an electronic attachment the date and agenda item number under which Commissioners Court approved the intergovernmental contract.

New Source of Unanticipated Revenue (e.g., Donations): New budget adjustments establishing a new revenue and new expenditure budget must include as an electronic attachment the date and agenda item number under which Commissioners Court approved the acceptance of the new source of unanticipated revenue (e.g., donation), along with a summary of any restrictions to the expenditures of the revenue. The new budget established must include an (I/O) to ensure that the expenditure budget can be separately identified.

OTHER BUDGET ADJUSTMENTS

Other budget adjustments include the creation of or change in the number of Permanent FTEs or Special Project Worker positions in a department, regardless of the need to move or augment the budget. In addition, other budget adjustments include the movement of positions from any grant fund to the General Fund or Special Funds, even if such a change can be internally funded.

Any other issues related to budget that PBO believes should be considered by the Commissioners Court which do not fall within the automatic, transfer, amendment, discussion, or new categories are placed under Other Budget Adjustments.

APPENDIX #2: CENTRAL ACCOUNTS

Centrally Budgeted Accounts are set up for expenditures that are budgeted in one support department instead of being allocated to each user department. The following departments/fund centers/commitment items are generally centrally budgeted in SAP but are included for illustrative purposes only. PBO budget analysts can assist departments with questions.

- 1110030001 – HRMD – Staffing and Recruitment
 - 513010 – Background Check Services
 - 513070 – Tuition Reimbursement
- 1110050001 – HRMD Safety/Loss Prevention
 - 510210 – Office Furniture
 - 511530 – Building Repairs and Maintenance
 - 511120 – Other Medical Services
- 1120020001 – Technology and Operations – Administration
 - 511550 – Hardware/Software Maintenance
 - 511640 – Rent - EDP Equipment/Software
 - 511671 – Cloud Based Subscription Services
 - 530025 – SBITA Principal (long-term IT subscriptions)
- 1120040001 – Technology and Operations – Network Support Services
 - 511630 – Rent/Rent – Land & Buildings
 - 511740 – Communication - Trunk Lines
- 1120420001 – Technology and Operations – Copiers/Central Repairs
 - 510220 – Office Supplies (paper)
 - 511650 – Rent Office Equipment (copier rental and extra copies)
 - 530023 – Lease Principal (long-term copier rental)
- 1120450001 – Technology and Operations – Records Consulting
 - 511900 – Other Services (offsite storage)
- 1120480001 – Technology and Operations - Mail
 - 511730 – Postal/Freight Services Out (postage)

1150010001 – Purchasing Office – Administration

511680 – Advertising/Public Notification Services

511681 – Legally Required Advertising

1150020001 – Purchasing Office – Fixed Assets

511900 – Other Services (Auction Commissions)

1370120001 – Sheriff – Administration and Support

514150 – Extradition Related Travel

1470010001 – Emergency Services – Tech & Communications

511570 – Radios/TV Communication Repairs & Maintenance

1490350001/1490350145 – Transportation and Natural Resources/County Fleet Maintenance

511900 – Other Services (offsite storage)

190xxxxxxx – Centralized Computer Services

191xxxxxxx – Centralized Rent & Utilities, Buildings and Land

195xxxxxxx- Centralized Emergency Response

CONTACT LIST FOR CENTRALLY BUDGETED ACCOUNTS

<i>Type of Expenditure</i>	<i>Department</i>	<i>Contact #</i>
Background Checks	Human Resources Management Department	854-4821
Ergonomic Improvements	Human Resources Management Department	854-9586
Emergency Response	Emergency Services	854-4885
Communications Trunk and Computer Repairs	Technology & Operations – Enterprise Infrastructure Systems Division	854-9175
Radio Repairs	Emergency Services	854-4855
Utilities, Rent, and Building Repairs	Facilities Management Department	854-9661
Advertising, Auction Commissions	Purchasing	854-9916
Extradition	Sheriff's Office	854-4474
Vehicle Fuel or Repairs	Transportation & Natural Resources	854-4658
Paper, Printing, Records Storage, Records Management Consulting, Imaging Services, Postage	Technology & Operations – Records Management Division	854-9575

APPENDIX #3: GRANTS

The coordination of Travis County's grant-seeking activities has transitioned to Grants Administration within General Administration as of FY 2025. This includes the processing of grant applications, contracts, permissions to continue, and other grant items on the Commissioners Court agenda. Grants Administration will place items on the Commissioners Court agenda and will track the applications for the County. Grants from public or private sources received during the fiscal year are budgeted by the Commissioners Court upon certification of the revenue by the County Auditor. PBO, the County Attorney's Office, and the County Auditor's Office will continue to have key roles in the review process. Any grant-related item or grant-funded project that requires Commissioners Court approval must be coordinated through Grants Administration and comply with the Grants Policy found in Title 1, Subtitle 2, Chapter 26 of the [Travis County Code](#). Additional guidelines regarding grant-related budget adjustments, personnel actions, reimbursements, or equipment are found below.

GRANT BUDGET ADJUSTMENTS

- All budget adjustments must comply with the grantor's requirements.
- Any budget adjustments requiring prior grantor approval are not processed until that approval is received.
- If a grantor de-obligates funding or a portion of funding before the end of the grant, a budget adjustment must immediately be sent to PBO reducing each applicable revenue and expenditure commitment item.
- If changes are required to be approved by Commissioners Court, the change must also follow the same procedure as grant modifications. For example, if the new budget is being established for a multi-year grant and Commissioners Court does not approve the budget through the annual grant approval process, the establishment of the new budget must be approved by Commissioners Court as part of budget amendments and transfers.
- Budget is not transferred from a grant to another department for purchase of any items, including to Technology and Operations (TOPS) or software licenses and phone lines. Expenses are reclassified against the grant for applicable expenditures with the proper supporting documents.
- Budget adjustment types "Supplement" and "Return" should include documentation regarding the nature of the requested action and the date, if any, when Commissioners Court approved the grant change.
- Some grants require upfront expenditures from the general fund that are later reclassified to the grant, which releases available funding back to the general fund. If this process crosses fiscal years, the general fund dollars should be returned to the applicable reserve. This transaction may be processed as an automatic budget adjustment in collaboration with PBO and the County Auditor's Office.

PBO also has the discretion to place a budget adjustment that would otherwise be automatic on the Commissioners Court agenda for approval.

PERSONNEL ACTIONS IN GRANTS

Unless otherwise specified, departments are expected to absorb the cost of personnel changes within the grant.

Departments with grant positions should confirm with the County Auditor's Grant Personnel that grant resources are available for the starting salaries and salary adjustments for grant positions. This confirmation should be noted as part of the personnel action in SAP.

If there is insufficient budget in a grant to support the continued funding of position(s) and there is no other flexibility available in the grant budget, the department may not move the position(s) from the grant fund to the General Fund or other

Special Fund without prior consultation with PBO and approval by the Commissioners Court. This applies even if the department has sufficient internal resources in the General Fund or other Special Fund to accommodate such a move.

AUTHORIZATION FOR REIMBURSED GRANTS

Many of the grants received by the County require expenditures of County funds until those expenditures are accepted and reimbursed by the grantor.

- Expenditures funded from grant funds not permitted under the General Fund require a written letter of approval/authorization from the grantor.
- All expenditures for reimbursable grants approved by the Commissioners Court and for which revenue has been certified by the County Auditor are authorized until grant funds are available for reimbursement. Departments should request an advance payment rather than agree to a reimbursement arrangement whenever possible.

VEHICLES AND OTHER EQUIPMENT FUNDED THROUGH GRANT FUNDS

Vehicles Funded through Grant Funds

If a department plans to purchase a vehicle using grant funds, all the associated costs for the vehicle, such as fuel and maintenance, need to be covered by the grant. If the grant does not cover these costs, the department should allocate internal non-grant resources to TNR Fleet Services to fund the fuel and maintenance and any other applicable cost.

Any additional funding requests for fuel and maintenance should be coordinated with the approval of the grantor.

Vehicles purchased with grant funds are not automatically added to the County's vehicle fleet. The department must specifically request that the vehicle be added to the fleet as part of its annual budget submission and include sufficient justification for the request.

Computer Equipment Funded through Grant Funds

Computer and related IT equipment (desktop computers, laptops, mobile data computers) purchased with grant funds are not automatically eligible for replacement under the County's computer replacement policy. The department must specifically request that the equipment be added to the replacement list as part of its annual budget submission and include sufficient justification for the request.

Software Licenses and Phone Lines

If a department plans to charge software licenses or telephone lines to a grant, these charges must be supported by independent, third-party invoices which clearly indicate the purchase and usage during the grant period. Internal documentation from the Technology and Operations department is not accepted.

If the proper documentation cannot be produced to support these costs, the department should allocate non-grant resources to Technology and Operations to fund the software licenses and phone lines. Any additional funding requests for software licenses and phone lines should be coordinated with the approval of the grantor.

APPENDIX #4: ADDITIONAL GUIDANCE

A. TAX REFUNDS

The County Auditor automatically debits contra-revenue commitment items (General Fund and Debt Service) to refund current and prior year tax appeals of appraised values. Interest refunds for prior year taxes are paid from a budgeted commitment item in General Administration.

The Tax Assessor Collector calculates the expenditure requirements for tax refunds.

B. CONTINGENT LIABILITIES

The County Auditor has the authority to record contingent liabilities in accordance with Generally Accepted Accounting Principles to accurately reflect the financial position of the County. The Commissioners Court, County Attorney, Risk Manager, and other elected or appointed officials should notify the County Auditor in a timely manner of any potential contingent liabilities affecting any of the County funds on the County's financial records. The County Auditor notifies the Commissioners Court, the County Attorney and, where applicable, the Risk Manager, of significant contingent liabilities that are recorded on the County's financial records.

C. INTERFUND TRANSFERS

Interfund transfers are movements of money between budgetary funds. Those that are adopted in the budget process are summarized in the Budget Recapitulation as "Other Financing Sources." The transfers are subject to the following rules:

- The County Auditor may make "transfers in" to the funds controlled by Commissioners Court from non-budgetary government funds that are at the discretion of elected officials, the Corporations' Boards of Directors, or the State of Texas (i.e., CAPSO, DAPSO, CSCD, etc.) as directed by the appropriate official.
- The County Auditor may only make "transfers out" of funds if approved by Commissioners Court (budgetary funds), except for debt service funds or approved by the responsible official (non-budgetary discretionary funds).
- The County Auditor transfers monies to the Special Funds for the full budgeted amount at the beginning of the fiscal year, unless otherwise specifically notified by PBO. If a calculation of the transfer must be made during the fiscal year, PBO performs the calculation and provides the County Auditor the amount to be transferred.
- The transfer is limited to funds available in the transferring fund. If funds are not available in the transferring fund, a transfer is made only up to the amount of available funds. If the receiving fund is at a deficit, the County Auditor, after review and approval by PBO, is authorized to transfer in a sufficient amount to cover the deficit up to the budgeted amount.

D. JURY SEQUESTRATION OR SECLUSION IN COURT CASES

If a jury is sequestered, the County Treasurer and County Auditor are authorized to advance the cost of sequestering in the amount ordered by the sequestering Judge to secure lodging and/or meals. The amount expended for lodging shall follow the guidelines approved by Commissioners Court covering travel reimbursement for County employees. The amount expended for food shall follow the guidelines provided in the Travis County [Non-Travel Meals and Related Expenditures Policy](#). The need for jury sequestration may occur after the normal business hours of the County and without sufficient time

to call an emergency session of the Commissioners Court. The normal procedures for claims processing may be adjusted accordingly.

Similar allowances for food purchases can be made for an impaneled jury in rare situations where safety concerns, extreme weather conditions, or unusual circumstances of a case may require a jury to refrain from leaving the Court facility for meals or otherwise preclude jury members from safely procuring meals during a case, as deemed necessary and documented by a district or county court at law judge. Such documentation may be used for a claim which may be processed in advance through the Auditor's Office and/or Purchasing Office or may be used to seek reimbursement.

E. PERFORMANCE BASED PAY AND EMPLOYEE RECOGNITION

The Performance Based Pay (PBP) system is a mechanism for providing financial compensation for outstanding performance, and achievement. Departments award PBP consistent with the policies, processes and guidelines established by the Commissioners Court.

F. EMPLOYEE RECOGNITION

If a department has funds in an employee recognition commitment item, the recognition expense is not to exceed \$100 per employee annually and is exclusive of taxes departments may incur. The recognition expense should be limited to the cost of a plaque including engraving, lapel pins, or other token of recognition. The "token of appreciation recognition" should not be items intended for the entire department.

Items for recognition may be taxable to the employee. Before proceeding, consult the Travis County Fringe Benefit Policy, applicable IRS guidelines, and the County Auditor's Office guidelines to ensure the taxable status can be determined.

Food, refreshments, decorations, entertainment or other expenses associated with a ceremony, reception or dinner are not allowable expenses.

G. FOOD AND BEVERAGE

In most circumstances, departments may not expend County funds to provide food and beverages at meetings, training for County staff, retreats or other types of training. This does not apply under the following scenarios:

- The expense is permissible under another budget rule or policy.
- The expense is grant allowable.
- The County is utilizing volunteers (non-County employees) for a governmental purpose and the event is outside of normal working hours and is expected to last more than two hours, an office/department may purchase food and beverages for the volunteers totaling no more than \$15 per person. Any purchase of food should be approved by the department head and utilize existing resources within the department.

Any other purchase of food and beverages must comply with the Travis County [Non-Travel Meals and Related Expenditures Policy](#). In accordance with this policy, departments must complete the Travis County Food Purchase Documentation Form (FP-1) and submit it to the Auditor's Office to determine the compliancy of the purchase. Once evaluated and signed by the Auditor's Office, the form must then be submitted to PBO to be placed on the Commissioners Court agenda as part of Budget Amendments and Transfers (BATs) for approval. Funds should be transferred and expended against Commitment Item 513069 (Department Meals/Food).

H. KITCHEN APPLIANCES AND EQUIPMENT

The purchase of a refrigerator, microwave, tea kettle, or coffee maker (non-Keurig or specialty coffee machines) for County Offices and Departments are allowed. No other kitchen appliances will be automatically approved for purchase. If an Office or Department would like to purchase other items for their workspace, they must submit an item to PBO to be placed on the Commissioners Court agenda as part of Budget Amendments and Transfers (BATs) for approval.

Appliances and equipment for breakrooms, kitchens and communal spaces in county-owned buildings are not centrally maintained and is the responsibility of the purchasing office or department. In addition, audiovisual equipment is the responsibility of each department and is not centrally budgeted. Facilities Management Department may purchase refrigerators and other large items during a ground-up construction project, however FMD does not have a maintenance or replacement budget for such items. Offices and departments should plan for such equipment within their internal budgets or request it within annual budget submissions. When installing new break room water filtration systems and ice makers, offices and departments are required to use metal water lines and may enter a work order with FMD to ensure the items are correctly installed.

I. PURCHASE OF CLOTHING THAT MAY BE A TAXABLE BENEFIT

[In Publication 5138](#), the IRS requires that clothing purchased for an employee is considered as part of his/her wages unless the clothing is specifically required as a condition of employment and is not worn or adaptable to general usage as ordinary clothing. Distinctive clothing outside of necessary uniforms must still be intended for official County business or for practical purposes, i.e. safety or security as per IRS guidelines found in the IRS [“Fringe Benefit Guide”](#) (p. 44).

Clothing purchases may be taxable to the employee. Before proceeding, please refer to the Travis County Taxable Fringe Benefit Policy and consult the County Auditor’s Office to ensure the taxable status.

J. COUNTY BENEFITS

Fringe benefits of departments are budgeted based on the calculated costs of each benefit. The current benefit calculation rates as of October 1, 2026, are shown below.

Base Salary	Formula
FICA OASDI (506010)	Base Salary (up to \$184,500) x 0.062*
FICA Medicare (506020)	Base Salary x 0.0145
Medical Insurance (506030)	Months on Payroll x \$1,237
Life Insurance (506040)	Months on Payroll x \$8.25
Retirement (506055)	Base Salary (Up to \$300,000) x 0.1765
Workers Compensation Insurance (506060)	Base Salary x "WCI Rate" shown below

*The FICA limit of \$184,500 is used for budget purposes derived from the Social Security Administration's (SSA) 2026 rate. The cap has not yet been set by the IRS for calendar year 2027.

Job Description	"WCI Rate"
Printing	0.0124
Insulation Work & Drivers	0.0367
Road Employees - Paving	0.0437
Road Maint Mgmt Personnel	0.0056
Drivers	0.0297
Airport, Helicopter Operations	0.0133
Law Enforcement, Ambulance	0.0155
Auto Mechanics	0.0128
Engineers, Surveyors	0.0018
Clerical	0.0016
Clinical Professionals	0.0019
Hospital Professional & Clerk	0.0048
Building Maintenance & Janitor	0.0188
Parks & Recreation	0.0208

K. INDIRECT COST RATES

Below is the list of indirect cost rates for each department to use when applying for grants in FY 2027 based on County expenditures from FY 2025. Departments should use the Composite Travis County Rate when negotiating new revenue-generating contracts to provide services for another governmental entity.

TO BE INSERTED AT A LATER DATE

L. PEACE OFFICER PAY SCALE (SHERIFF'S OFFICE)

FY 27 Peace Officer Pay Scale										Effective 10/01/26
TCSO Positions Only										
PG Title	Step	0	1	2	3	4	5	6	7	8
71 LE Sheriff Cadet	hr	30.60	31.52	32.47						
	mo	5304.50	5463.64	5627.54						
	yr	63,654.00	65,563.62	67,530.53						
72 LE Sheriff Deputy	hr	34.68	35.72	36.80	37.90	39.04	40.21	41.41	42.66	43.94
	mo	6,011.77	6,192.12	6,377.88	6,569.22	6,766.30	6,969.29	7,178.36	7,393.71	7,615.53
	yr	72,141.20	74,305.44	76,534.60	78,830.64	81,195.56	83,631.42	86,140.37	88,724.58	91,386.31
74 LE Sheriff Deputy Sr	hr		37.13	38.25	39.40	40.58	41.79	43.05	44.34	45.67
	mo		6,436.49	6,629.59	6,828.47	7,033.33	7,244.33	7,461.66	7,685.51	7,916.07
	yr		77,237.89	79,555.03	81,941.68	84,399.93	86,931.93	89,539.88	92,226.08	94,992.86
75 LE Detective	hr		40.80	42.02	43.28	44.58	45.92	47.29	48.71	50.17
	mo		7,071.17	7,283.31	7,501.80	7,726.86	7,958.66	8,197.42	8,443.35	8,696.65
	yr		84,854.04	87,399.66	90,021.65	92,722.30	95,503.97	98,369.09	101,320.16	104,359.76
76 LE Sergeant	hr		47.25	48.67	50.13	51.63	53.18	54.78	56.42	58.11
	mo		8,190.25	8,435.96	8,689.04	8,949.71	9,218.20	9,494.75	9,779.59	10,072.98
	yr		98,283.01	101,231.50	104,268.44	107,396.50	110,618.39	113,936.94	117,355.05	120,875.70
77 LE Lieutenant	hr		55.29	56.95	58.65	60.41	62.23	64.09	66.01	68.00
	mo		9,582.99	9,870.48	10,166.59	10,471.59	10,785.74	11,109.31	11,442.59	11,785.87
	yr		114,995.88	118,445.76	121,999.13	125,659.11	129,428.88	133,311.75	137,311.10	141,430.43
81 Corrections Officer	hr	28.05	28.89	29.76	30.65	31.57	32.52	33.50		
	mo	4,862.46	5,008.33	5,158.58	5,313.34	5,472.74	5,636.92	5,806.03		
	yr	58,349.50	60,099.99	61,902.98	63,760.07	65,672.88	67,643.06	69,672.35		
83 Corrections Officer Sr	hr		30.26	31.17	32.10	33.06	34.06	35.08	36.13	37.21
	mo		5,244.70	5,402.04	5,564.10	5,731.03	5,902.96	6,080.05	6,262.45	6,450.32
	yr		62,936.41	64,824.51	66,769.24	68,772.32	70,835.49	72,960.55	75,149.37	77,403.85
84 Sr CPO Courthouse Deputy	hr		32.09	33.05	34.04	35.06	36.11	37.20	38.31	39.46
	mo		5,561.68	5,728.53	5,900.38	6,077.39	6,259.72	6,447.51	6,640.93	6,840.16
	yr		66,740.12	68,742.32	70,804.59	72,928.73	75,116.59	77,370.09	79,691.19	82,081.92
88 Corrections Sergeant	hr		43.38	44.68	46.03	47.41	48.83	50.29	51.80	53.36
	mo		7,519.74	7,745.33	7,977.69	8,217.02	8,463.54	8,717.44	8,978.97	9,248.33
	yr		90,236.90	92,944.01	95,732.33	98,604.30	101,562.43	104,609.30	107,747.58	110,980.01
89 Corrections Lieutenant	hr		50.72	52.24	53.81	55.43	57.09	58.80	60.57	62.38
	mo		8,791.93	9,055.69	9,327.36	9,607.18	9,895.40	10,192.26	10,498.03	10,812.97
	yr		105,503.22	108,668.31	111,928.36	115,286.21	118,744.80	122,307.15	125,976.36	129,755.65

PG Title	Step	8	9	10	11	12	13	14	15	16
72 LE Sheriff Deputy	hr	43.94	45.25	46.61	48.01	49.45				
	mo	7,615.53	7,843.99	8,079.31	8,321.69	8,571.34				
	yr	91,386.31	94,127.90	96,951.74	99,860.29	102,856.10				
74 LE Sheriff Deputy Sr	hr	45.67	47.04	48.45	49.90	51.40	52.94	54.53	56.17	
	mo	7,916.07	8,153.55	8,398.16	8,650.11	8,909.61	9,176.90	9,452.20	9,735.77	
	yr	94,992.86	97,842.65	100,777.93	103,801.27	106,915.30	110,122.76	113,426.45	116,829.24	
75 LE Detective	hr	50.17	51.68	53.23	54.83	56.47	58.16	59.91	61.71	
	mo	8,696.65	8,957.55	9,226.27	9,503.06	9,788.15	10,081.80	10,384.25	10,695.78	
	yr	104,359.76	107,490.56	110,715.27	114,036.73	117,457.83	120,981.57	124,611.02	128,349.35	
76 LE Sergeant	hr	58.11	59.86	61.65	63.50	65.41				
	mo	10,072.98	10,375.16	10,686.42	11,007.01	11,337.22				
	yr	120,875.70	124,501.97	128,237.03	132,084.14	136,046.67				
77 LE Lieutenant	hr	68.00	70.04	72.14	74.30					
	mo	11,785.87	12,139.45	12,503.63	12,878.74					
	yr	141,430.43	145,673.35	150,043.55	154,544.85					
81 Corrections Officer	hr									
	mo									
	yr									
83 Corrections Officer Sr	hr	37.21	38.33	39.48	40.66	41.88	43.14	44.43	45.77	47.14
	mo	6,450.32	6,643.83	6,843.15	7,048.44	7,259.89	7,477.69	7,702.02	7,933.08	8,171.07
	yr	77,403.85	79,725.97	82,117.74	84,581.28	87,118.71	89,732.28	92,424.24	95,196.97	98,052.88
84 Sr CPO Courthouse Deputy	hr	39.46	40.65	41.87	43.12	44.42	45.75	47.12	48.53	49.99
	mo	6,840.16	7,045.37	7,256.73	7,474.43	7,698.66	7,929.62	8,167.51	8,412.53	8,664.91
	yr	82,081.92	84,544.38	87,080.71	89,693.13	92,383.93	95,155.45	98,010.11	100,950.41	103,978.93
88 Corrections Sergeant	hr	53.36	54.96	56.61	58.30	60.05	61.85			
	mo	9,248.33	9,525.78	9,811.56	10,105.90	10,409.08	10,721.35			
	yr	110,980.01	114,309.41	117,738.69	121,270.85	124,908.98	128,656.25			
89 Corrections Lieutenant	hr	62.38	64.25	66.18	68.17	70.21				
	mo	10,812.97	11,137.36	11,471.48	11,815.63	12,170.09				
	yr	129,755.65	133,648.32	137,657.77	141,787.50	146,041.13				
EMPLOYEES WHO ARE IN POSITIONS SUBJECT TO TCSO POPS, THE FOLLOWING APPLIES MONTHLY:										
CERTIFIED FTO: \$200	BILINGUAL SKILL TEST: \$125			TCOLE LICENSE:						
	SPANISH, VIETNAMESE			INTERMEDIATE			ADVANCED		MASTER	
	AMERICAN SIGN LANGUAGE			\$50			\$100		\$150	
Positions on the Peace Officer Pay Scale are paid based on their annual salary. Hourly and monthly rates are shown for illustrative purposes.										

M. PEACE OFFICER PAY SCALE (NOT IN SHERIFF'S OFFICE)

FY 27 Peace Officer Pay Scale										
Non-TCSO Positions Only										
PG Title	Step	0	1	2	3	4	5	6	7	8
59 Constable Cadet Park Ranger Cadet	hr	29.07	29.94	30.84						
	mo	5,039.28	5,190.45	5,346.17						
	yr	60,471.30	62,285.44	64,154.00						
60 Constable Deputy Park Ranger	hr	32.95	33.94	34.96	36.00	37.08	38.20	39.34	40.52	41.74
	mo	5,711.18	5,882.51	6,058.99	6,240.76	6,427.98	6,620.82	6,819.45	7,024.03	7,234.75
	yr	68,534.14	70,590.16	72,707.87	74,889.11	77,135.78	79,449.85	81,833.35	84,288.35	86,817.00
62 Constable Deputy Sr Park Ranger Sr	hr		35.28	36.34	37.43	38.55	39.70	40.90	42.12	43.39
	mo		6,114.67	6,298.11	6,487.05	6,681.66	6,882.11	7,088.57	7,301.23	7,520.27
	yr		73,375.99	75,577.27	77,844.59	80,179.93	82,585.33	85,062.89	87,614.77	90,243.22
65 Investigator Park Ranger Corporal Constable Corporal	hr		40.80	42.02	43.28	44.58	45.92	47.29	48.71	50.17
	mo		7,071.17	7,283.31	7,501.80	7,726.86	7,958.66	8,197.42	8,443.35	8,696.65
	yr		84,854.04	87,399.66	90,021.65	92,722.30	95,503.97	98,369.09	101,320.16	104,359.76
67 Constable Sergeant Park Ranger Supv Investigator Sr	hr		44.89	46.24	47.62	49.05	50.52	52.04	53.60	55.21
	mo		7,780.74	8,014.16	8,254.58	8,502.22	8,757.29	9,020.01	9,290.61	9,569.33
	yr		93,368.85	96,169.92	99,055.02	102,026.67	105,087.47	108,240.09	111,487.29	114,831.91
68 Constable Lieutenant Park Ranger Lieutenant	hr		46.46	47.85	49.29	50.77	52.29	53.86	55.48	57.14
	mo		8,053.06	8,294.66	8,543.50	8,799.80	9,063.79	9,335.71	9,615.78	9,904.25
	yr		96,636.77	99,535.87	102,521.94	105,597.60	108,765.53	112,028.50	115,389.35	118,851.03
69 Investigations Lieutenant Constable Deputy Chief	hr		49.76	51.25	52.79	54.37	56.00	57.68	59.41	61.20
	mo		8,624.69	8,883.43	9,149.94	9,424.43	9,707.17	9,998.38	10,298.33	10,607.28
	yr		103,496.30	106,601.19	109,799.23	113,093.20	116,486.00	119,980.58	123,580.00	127,287.40
PG Title	Step	8	9	10	11	12	13	14	15	16
60 Constable Deputy Park Ranger	hr	41.74	42.99	44.28	45.61	46.98				
	mo	7,234.75	7,451.79	7,675.35	7,905.61	8,142.77				
	yr	86,817.00	89,421.51	92,104.15	94,867.28	97,713.30				
62 Constable Deputy Sr Park Ranger Sr	hr	43.39	44.69	46.03	47.41	48.83	50.30	51.81	53.36	
	mo	7,520.27	7,745.88	7,978.25	8,217.60	8,464.13	8,718.05	8,979.59	9,248.98	
	yr	90,243.22	92,950.51	95,739.03	98,611.20	101,569.53	104,616.62	107,755.12	110,987.77	
65 Investigator Park Ranger Corporal Constable Corporal	hr	50.17	51.68	53.23	54.83	56.47	58.16			
	mo	8,696.65	8,957.55	9,226.27	9,503.06	9,788.15	10,081.80			
	yr	104,359.76	107,490.56	110,715.27	114,036.73	117,457.83	120,981.57			
67 Constable Sergeant Park Ranger Supv Investigator Sr	hr	55.21	56.86	58.57						
	mo	9,569.33	9,856.41	10,152.10						
	yr	114,831.91	118,276.87	121,825.18						
68 Constable Lieutenant Park Ranger Lieutenant	hr	57.14	58.85	60.62						
	mo	9,904.25	10,201.38	10,507.42						
	yr	118,851.03	122,416.56	126,089.06						
69 Investigations Lieutenant Constable Deputy Chief	hr	61.20	63.03	64.92						
	mo	10,607.28	10,925.50	11,253.27						
	yr	127,287.40	131,106.02	135,039.20						
EMPLOYEES WHO ARE IN POSITIONS SUBJECT TO NON-TCSO POPS, THE FOLLOWING APPLIES MONTHLY:										
CERTIFIED FTO: \$200	BILINGUAL SKILL TEST: \$125			TCOLE LICENSE:						
CONSTABLES CPP: \$125	SPANISH, VIETNAMESE			INTERMEDIATE			ADVANCED			
PARK RANGERS EMT B: \$125	AMERICAN SIGN LANGUAGE			\$50			\$100			
Positions on the Peace Officer Pay Scale are paid based on their annual salary. Hourly and monthly rates are shown for illustrative purposes. Approved by Commissioners Court on XX/XX/2026.										

N. CLASSIFIED EMPLOYEE PAY SCALE

Travis County FY 2027 Proposed Classified Pay Scale									Page 1 of 2	Effective 10/1/2026	
Hiring Levels →											
Pay Grade	Pay Rate	Minimum	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Midpoint	10% Above Mid Point	Max
C02	yr	49,316.80	50,373.59	51,430.38	52,487.17	53,543.95	54,600.74	55,657.53	56,714.32	62,385.75	64,111.84
	mo	4,109.73	4,197.80	4,285.86	4,373.93	4,462.00	4,550.06	4,638.13	4,726.19	5,198.81	5,342.65
	hr	23.71	24.22	24.73	25.23	25.74	26.25	26.76	27.27	29.99	30.82
C03	yr	49,933.26	51,003.26	52,073.26	53,143.26	54,213.25	55,283.25	56,353.25	57,423.25	63,165.57	64,913.24
	mo	4,161.11	4,250.27	4,339.44	4,428.60	4,517.77	4,606.94	4,696.10	4,785.27	5,263.80	5,409.44
	hr	24.01	24.52	25.04	25.55	26.06	26.58	27.09	27.61	30.37	31.21
C04	yr	50,682.26	51,768.31	52,854.36	53,940.40	55,026.45	56,112.50	57,198.55	58,284.60	64,113.06	65,886.94
	mo	4,223.52	4,314.03	4,404.53	4,495.03	4,585.54	4,676.04	4,766.55	4,857.05	5,342.75	5,490.58
	hr	24.37	24.89	25.41	25.93	26.46	26.98	27.50	28.02	30.82	31.68
C05	yr	51,569.20	52,674.25	53,779.31	54,884.36	55,989.42	57,094.47	58,199.52	59,304.58	65,235.04	67,039.96
	mo	4,297.43	4,389.52	4,481.61	4,573.70	4,665.78	4,757.87	4,849.96	4,942.05	5,436.25	5,586.66
	hr	24.79	25.32	25.86	26.39	26.92	27.45	27.98	28.51	31.36	32.23
C06	yr	52,600.58	53,915.60	55,230.61	56,545.63	57,860.64	59,175.66	60,490.67	61,805.68	67,986.25	71,010.79
	mo	4,383.38	4,492.97	4,602.55	4,712.14	4,821.72	4,931.30	5,040.89	5,150.47	5,665.52	5,917.57
	hr	25.29	25.92	26.55	27.19	27.82	28.45	29.08	29.71	32.69	34.14
C07	yr	53,915.60	55,263.49	56,611.38	57,959.27	59,307.16	60,655.05	62,002.94	63,350.83	69,685.91	72,786.06
	mo	4,492.97	4,605.29	4,717.61	4,829.94	4,942.26	5,054.59	5,166.91	5,279.24	5,807.16	6,065.50
	hr	25.92	26.57	27.22	27.87	28.51	29.16	29.81	30.46	33.50	34.99
C08	yr	55,667.85	57,457.18	59,246.50	61,035.83	62,825.15	64,614.47	66,403.80	68,193.12	75,012.43	80,718.39
	mo	4,638.99	4,788.10	4,937.21	5,086.32	5,235.43	5,384.54	5,533.65	5,682.76	6,251.04	6,726.53
	hr	26.76	27.62	28.48	29.34	30.20	31.06	31.92	32.79	36.06	38.81
C09	yr	57,755.40	59,611.82	61,468.25	63,324.67	65,181.09	67,037.52	68,893.94	70,750.36	77,825.40	83,745.33
	mo	4,812.95	4,967.65	5,122.35	5,277.06	5,431.76	5,586.46	5,741.16	5,895.86	6,485.45	6,978.78
	hr	27.77	28.66	29.55	30.44	31.34	32.23	33.12	34.01	37.42	40.26
C10	yr	59,921.23	62,061.27	64,201.31	66,341.36	68,481.40	70,621.44	72,761.49	74,901.53	82,391.69	89,881.84
	mo	4,993.44	5,171.77	5,350.11	5,528.45	5,706.78	5,885.12	6,063.46	6,241.79	6,865.97	7,490.15
	hr	28.81	29.84	30.87	31.89	32.92	33.95	34.98	36.01	39.61	43.21
C11	yr	62,318.07	64,543.72	66,769.37	68,995.01	71,220.66	73,446.30	75,671.95	77,897.59	85,687.35	93,477.11
	mo	5,193.17	5,378.64	5,564.11	5,749.58	5,935.05	6,120.53	6,306.00	6,491.47	7,140.61	7,789.76
	hr	29.96	31.03	32.10	33.17	34.24	35.31	36.38	37.45	41.20	44.94
C12	yr	64,810.80	67,125.47	69,440.14	71,754.81	74,069.48	76,384.15	78,698.83	81,013.50	89,114.85	97,216.20
	mo	5,400.90	5,593.79	5,786.68	5,979.57	6,172.46	6,365.35	6,558.24	6,751.12	7,426.24	8,101.35
	hr	31.16	32.27	33.38	34.50	35.61	36.72	37.84	38.95	42.84	46.74
C13	yr	67,727.28	70,629.88	73,532.48	76,435.08	79,337.68	82,240.27	85,142.87	88,045.47	96,850.02	108,363.65
	mo	5,643.94	5,885.82	6,127.71	6,369.59	6,611.47	6,853.36	7,095.24	7,337.12	8,070.83	9,030.30
	hr	32.56	33.96	35.35	36.75	38.14	39.54	40.93	42.33	46.56	52.10
C14	yr	72,468.19	75,573.97	78,679.75	81,785.53	84,891.31	87,997.09	91,102.87	94,208.65	103,629.52	115,949.11
	mo	6,039.02	6,297.83	6,556.65	6,815.46	7,074.28	7,333.09	7,591.91	7,850.72	8,635.79	9,662.43
	hr	34.84	36.33	37.83	39.32	40.81	42.31	43.80	45.29	49.82	55.74
C15	yr	77,540.97	80,864.15	84,187.34	87,510.52	90,833.70	94,156.89	97,480.07	100,803.26	110,883.58	124,065.55
	mo	6,461.75	6,738.68	7,015.61	7,292.54	7,569.48	7,846.41	8,123.34	8,400.27	9,240.30	10,338.80
	hr	37.28	38.88	40.47	42.07	43.67	45.27	46.87	48.46	53.31	59.65
C16	yr	82,968.83	86,524.64	90,080.45	93,636.26	97,192.06	100,747.87	104,303.68	107,859.49	118,645.43	132,750.14
	mo	6,914.07	7,210.39	7,506.70	7,803.02	8,099.34	8,395.66	8,691.97	8,988.29	9,887.12	11,062.51
	hr	39.89	41.60	43.31	45.02	46.73	48.44	50.15	51.86	57.04	63.82
C17	yr	88,776.65	92,581.37	96,386.08	100,190.79	103,995.51	107,800.22	111,604.94	115,409.65	126,950.61	142,042.65
	mo	7,398.05	7,715.11	8,032.17	8,349.23	8,666.29	8,983.35	9,300.41	9,617.47	10,579.22	11,836.89
	hr	42.68	44.51	46.34	48.17	50.00	51.83	53.66	55.49	61.03	68.29
C18	yr	94,991.02	99,062.06	103,133.11	107,204.15	111,275.19	115,346.24	119,417.28	123,488.32	135,837.16	151,985.63
	mo	7,915.92	8,255.17	8,594.43	8,933.68	9,272.93	9,612.19	9,951.44	10,290.69	11,319.76	12,665.47
	hr	45.67	47.63	49.58	51.54	53.50	55.45	57.41	59.37	65.31	73.07
C19	yr	101,640.39	105,996.41	110,352.42	114,708.44	119,064.46	123,420.47	127,776.49	132,132.51	145,345.76	162,624.62
	mo	8,470.03	8,833.03	9,196.04	9,559.04	9,922.04	10,285.04	10,648.04	11,011.04	12,112.15	13,552.05
	hr	48.87	50.96	53.05	55.15	57.24	59.34	61.43	63.53	69.88	78.18
C20	yr	109,771.62	114,476.12	119,180.62	123,885.12	128,589.61	133,294.11	137,998.61	142,703.11	156,973.42	175,634.59
	mo	9,147.64	9,539.68	9,931.72	10,323.76	10,715.80	11,107.84	11,499.88	11,891.93	13,081.12	14,636.22
	hr	52.77	55.04	57.30	59.56	61.82	64.08	66.35	68.61	75.47	84.44

Travis County FY 2027 Proposed Classified Pay Scale								Page 2 of 2		Effective 10/1/2026	
Hiring Levels →											
Pay Grade	Pay Rate	Minimum	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Midpoint	10% Above Mid Point	Max
C21	yr	117,455.64	122,908.93	128,362.23	133,815.53	139,268.82	144,722.12	150,175.42	155,628.72	171,191.59	193,801.80
	mo	9,787.97	10,242.41	10,696.85	11,151.29	11,605.74	12,060.18	12,514.62	12,969.06	14,265.97	16,150.15
	hr	56.47	59.09	61.71	64.33	66.96	69.58	72.20	74.82	82.30	93.17
C22	yr	125,677.53	131,512.56	137,347.59	143,182.61	149,017.64	154,852.67	160,687.70	166,522.73	183,175.00	207,367.92
	mo	10,473.13	10,959.38	11,445.63	11,931.88	12,418.14	12,904.39	13,390.64	13,876.89	15,264.58	17,280.66
	hr	60.42	63.23	66.03	68.84	71.64	74.45	77.25	80.06	88.06	99.70
C23	yr	134,474.96	140,718.44	146,961.92	153,205.40	159,448.88	165,692.36	171,935.84	178,179.32	195,997.25	221,883.68
	mo	11,206.25	11,726.54	12,246.83	12,767.12	13,287.41	13,807.70	14,327.99	14,848.28	16,333.10	18,490.31
	hr	64.65	67.65	70.65	73.66	76.66	79.66	82.66	85.66	94.23	106.67
C24	yr	143,888.20	150,568.73	157,249.25	163,929.77	170,610.30	177,290.82	183,971.35	190,651.87	209,717.06	237,415.54
	mo	11,990.68	12,547.39	13,104.10	13,660.81	14,217.52	14,774.24	15,330.95	15,887.66	17,476.42	19,784.63
	hr	69.18	72.39	75.60	78.81	82.02	85.24	88.45	91.66	100.83	114.14
C25	yr	153,960.38	161,108.54	168,256.70	175,404.86	182,553.02	189,701.18	196,849.34	203,997.50	224,397.25	254,034.62
	mo	12,830.03	13,425.71	14,021.39	14,617.07	15,212.75	15,808.43	16,404.11	16,999.79	18,699.77	21,169.55
	hr	74.02	77.46	80.89	84.33	87.77	91.20	94.64	98.08	107.88	122.13
C26	yr	164,737.60	172,386.14	180,034.67	187,683.20	195,331.73	202,980.26	210,628.79	218,277.33	240,105.06	271,817.05
	mo	13,728.13	14,365.51	15,002.89	15,640.27	16,277.64	16,915.02	17,552.40	18,189.78	20,008.75	22,651.42
	hr	79.20	82.88	86.56	90.23	93.91	97.59	101.26	104.94	115.44	130.68
C27	yr	176,269.24	184,453.17	192,637.09	200,821.02	209,004.95	217,188.88	225,372.81	233,556.74	256,912.41	290,844.24
	mo	14,689.10	15,371.10	16,053.09	16,735.09	17,417.08	18,099.07	18,781.07	19,463.06	21,409.37	24,237.02
	hr	84.74	88.68	92.61	96.55	100.48	104.42	108.35	112.29	123.52	139.83
C28	yr	188,608.08	197,364.89	206,121.69	214,878.49	223,635.30	232,392.10	241,148.91	249,905.71	274,896.28	311,203.34
	mo	15,717.34	16,447.07	17,176.81	17,906.54	18,636.27	19,366.01	20,095.74	20,825.48	22,908.02	25,933.61
	hr	90.68	94.89	99.10	103.31	107.52	111.73	115.94	120.15	132.16	149.62
C29	yr	201,810.65	211,180.43	220,550.21	229,919.99	239,289.77	248,659.55	258,029.33	267,399.11	294,139.02	332,987.57
	mo	16,817.55	17,598.37	18,379.18	19,160.00	19,940.81	20,721.63	21,502.44	22,283.26	24,511.59	27,748.96
	hr	97.02	101.53	106.03	110.54	115.04	119.55	124.05	128.56	141.41	160.09
Note: Travis County Minimum Wage for Regular and Temporary Employees (excluding Student Interns and Election Day Workers) is \$23.71/hr. Regular Employees on the Classified Pay Scale are salaried employees and are paid on an annual salary basis. The hourly rates and monthly salaries are shown for illustrative purposes for salaried employees.											
Effective 10/1/2026 (approved by the Commissioners Court on xx/xx/2026)											

O. EMERGENCY MEDICAL SERVICES EMPLOYEE PAY SCALE

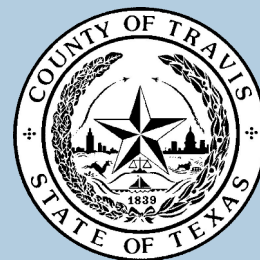
FY 2027 Adopted Emergency Medical Services Pay Scale													Effective 10/01/2026
Pay Grade	Position	Pay Rate	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
EMS1	Mechanic	yr	79,928.00	81,527.00	83,157.00	84,820.00	86,517.00	88,247.00	90,012.00	91,812.00	93,648.00	95,521.00	97,432.00
		mo	6,660.67	6,793.92	6,929.75	7,068.33	7,209.75	7,353.92	7,501.00	7,651.00	7,804.00	7,960.08	8,119.33
		hr	38.43	39.20	39.98	40.78	41.59	42.43	43.28	44.14	45.02	45.92	46.84
EMS2	Sr Mechanic	yr	85,523.00	87,233.00	88,978.00	90,758.00	92,573.00	94,424.00	96,313.00	98,239.00	100,204.00	102,208.00	104,252.00
		mo	7,126.92	7,269.42	7,414.83	7,563.17	7,714.42	7,868.67	8,026.08	8,186.58	8,350.33	8,517.33	8,687.67
		hr	41.12	41.94	42.78	43.63	44.51	45.40	46.30	47.23	48.18	49.14	50.12
EMS3	Paramedic	yr	90,033.00	91,834.00	93,670.00	95,544.00	97,455.00	99,404.00	101,392.00	103,420.00	105,488.00	107,598.00	109,750.00
		mo	7,502.75	7,652.83	7,805.83	7,962.00	8,121.25	8,283.67	8,449.33	8,618.33	8,790.67	8,966.50	9,145.83
		hr	43.29	44.15	45.03	45.93	46.85	47.79	48.75	49.72	50.72	51.73	52.76
EMS4	Sr Paramedic	yr	96,335.00	98,262.00	100,227.00	102,232.00	104,276.00	106,362.00	108,489.00	110,659.00	112,872.00	115,130.00	117,432.00
		mo	8,027.92	8,188.50	8,352.25	8,519.33	8,689.67	8,863.50	9,040.75	9,221.58	9,406.00	9,594.17	9,786.00
		hr	46.31	47.24	48.19	49.15	50.13	51.14	52.16	53.20	54.27	55.35	56.46
EMS5	Nurse	yr	105,969.00	108,088.00	110,250.00	112,455.00	114,704.00	116,998.00	119,338.00	121,725.00	124,159.00	126,643.00	129,175.00
		mo	8,830.75	9,007.33	9,187.50	9,371.25	9,558.67	9,749.83	9,944.83	10,143.75	10,346.58	10,553.58	10,764.58
		hr	50.95	51.97	53.00	54.06	55.15	56.25	57.37	58.52	59.69	60.89	62.10
EMS6	Sr Nurse	yr	113,387.00	115,654.00	117,967.00	120,327.00	122,733.00	125,188.00	127,692.00	130,246.00	132,850.00	135,507.00	138,218.00
		mo	9,448.92	9,637.83	9,830.58	10,027.25	10,227.75	10,432.33	10,641.00	10,853.83	11,070.83	11,292.25	11,518.17
		hr	54.51	55.60	56.71	57.85	59.01	60.19	61.39	62.62	63.87	65.15	66.45
EMS7	Pilot	yr	118,500.00	120,870.00	123,287.00	125,753.00	128,268.00	130,834.00	133,450.00	136,119.00	138,842.00	141,618.00	144,451.00
		mo	9,875.00	10,072.50	10,273.92	10,479.42	10,689.00	10,902.83	11,120.83	11,343.25	11,570.17	11,801.50	12,037.58
		hr	56.97	58.11	59.27	60.46	61.67	62.90	64.16	65.44	66.75	68.09	69.45
EMS8	Sr Pilot	yr	126,795.00	129,331.00	131,918.00	134,556.00	137,247.00	139,992.00	142,792.00	145,648.00	148,561.00	151,532.00	154,562.00
		mo	10,566.25	10,777.58	10,993.17	11,213.00	11,437.25	11,666.00	11,899.33	12,137.33	12,380.08	12,627.67	12,880.17
		hr	60.96	62.18	63.42	64.69	65.98	67.30	68.65	70.02	71.42	72.85	74.31
EMS9	ACCS/ACMS EMS Captain	yr	121,324.00	123,750.00	126,225.00	128,750.00	131,325.00	133,951.00	136,630.00	139,363.00	142,150.00	144,993.00	147,893.00
		mo	10,110.33	10,312.50	10,518.75	10,729.17	10,943.75	11,162.58	11,385.83	11,613.58	11,845.83	12,082.75	12,324.42
		hr	58.33	59.50	60.69	61.90	63.14	64.40	65.69	67.00	68.34	69.71	71.10
EMS10	Asst Chief Pilot	yr	135,671.00	138,384.00	141,152.00	143,975.00	146,854.00	149,791.00	152,787.00	155,843.00	158,960.00	162,139.00	165,382.00
		mo	11,305.92	11,532.00	11,762.67	11,997.92	12,237.83	12,482.58	12,732.25	12,986.92	13,246.67	13,511.58	13,781.83
		hr	65.23	66.53	67.86	69.22	70.60	72.01	73.46	74.92	76.42	77.95	79.51
EMS11	Chief Medical Supervisor Chief Clinical Supervisor	yr	129,816.00	132,413.00	135,061.00	137,762.00	140,517.00	143,328.00	146,194.00	149,118.00	152,101.00	155,143.00	158,245.00
		mo	10,818.00	11,034.42	11,255.08	11,480.17	11,709.75	11,944.00	12,182.83	12,426.50	12,675.08	12,928.58	13,187.08
		hr	62.41	63.66	64.93	66.23	67.56	68.91	70.29	71.69	73.13	74.59	76.08
EMS12	Chief Pilot	yr	145,168.00	148,071.00	151,032.00	154,053.00	157,134.00	160,277.00	163,482.00	166,752.00	170,087.00	173,489.00	176,958.00
		mo	12,097.33	12,339.25	12,586.00	12,837.75	13,094.50	13,356.42	13,623.50	13,896.00	14,173.92	14,457.42	14,746.50
		hr	69.79	71.19	72.61	74.06	75.55	77.06	78.60	80.17	81.77	83.41	85.08
EMS13	Director of Maintenance	yr	129,816.00	132,413.00	135,061.00	137,762.00	140,517.00	143,328.00	146,194.00	149,118.00	152,101.00	155,143.00	158,245.00
		mo	10,818.00	11,034.42	11,255.08	11,480.17	11,709.75	11,944.00	12,182.83	12,426.50	12,675.08	12,928.58	13,187.08
		hr	62.41	63.66	64.93	66.23	67.56	68.91	70.29	71.69	73.13	74.59	76.08
EMS14	Director of Safety	yr	135,671.00	138,384.00	141,152.00	143,975.00	146,854.00	149,791.00	152,787.00	155,843.00	158,960.00	162,139.00	165,382.00
		mo	11,305.92	11,532.00	11,762.67	11,997.92	12,237.83	12,482.58	12,732.25	12,986.92	13,246.67	13,511.58	13,781.83
		hr	65.23	66.53	67.86	69.22	70.60	72.01	73.46	74.92	76.42	77.95	79.51

Pay Grade	Position	Pay Rate	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
EMS1	Mechanic	yr mo hr	97,432.00 8,119.33 46.84	99,380.00 8,281.67 47.78	101,368.00 8,447.33 48.73	103,395.00 8,616.25 49.71	105,463.00 8,788.58 50.70	107,573.00 8,964.42 51.72	109,724.00 9,143.67 52.75	111,918.00 9,326.50 53.81	114,157.00 9,513.08 54.88	116,440.00 9,703.33 55.98	118,769.00 9,897.42 57.10
EMS2	Sr Mechanic	yr mo hr	104,252.00 8,687.67 50.12	106,337.00 8,861.42 51.12	108,464.00 9,038.67 52.15	110,633.00 9,219.42 53.19	112,846.00 9,403.83 54.25	115,103.00 9,591.92 55.34	117,405.00 9,783.75 56.44	119,753.00 9,979.42 57.57	122,148.00 10,179.00 58.73	124,591.00 10,382.58 59.90	127,083.00 10,590.25 61.10
EMS3	Paramedic	yr mo hr	109,750.00 9,145.83 52.76	111,945.00 9,328.75 53.82	114,184.00 9,515.33 54.90	116,467.00 9,705.58 55.99	118,797.00 9,899.75 57.11	121,173.00 10,097.75 58.26	123,596.00 10,299.67 59.42	126,068.00 10,505.67 60.61	128,589.00 10,715.75 61.82	131,161.00 10,930.08 63.06	133,784.00 11,148.67 64.32
EMS4	Sr Paramedic	yr mo hr	117,432.00 9,786.00 56.46	119,781.00 9,981.75 57.59	122,176.00 10,181.33 58.74	124,620.00 10,385.00 59.91	127,112.00 10,592.67 61.11	129,655.00 10,804.58 62.33	132,248.00 11,020.67 63.58	134,893.00 11,241.08 64.85	137,590.00 11,465.83 66.15	140,342.00 11,695.17 67.47	143,149.00 11,929.08 68.82
EMS5	Nurse	yr mo hr	129,175.00 10,764.58 62.10	131,759.00 10,979.92 63.35	134,394.00 11,199.50 64.61	137,082.00 11,423.50 65.90	139,824.00 11,652.00 67.22	142,620.00 11,885.00 68.57	145,472.00 12,122.67 69.94	148,382.00 12,365.17 71.34	151,350.00 12,612.50 72.76	154,377.00 12,864.75 74.22	157,464.00 13,122.00 75.70
EMS6	Sr Nurse	yr mo hr	138,218.00 11,518.17 66.45	140,982.00 11,748.50 67.78	143,802.00 11,983.50 69.14	146,678.00 12,223.17 70.52	149,611.00 12,467.58 71.93	152,603.00 12,716.92 73.37	155,656.00 12,971.33 74.83	158,769.00 13,230.75 76.33	161,944.00 13,495.33 77.86	165,183.00 13,765.25 79.41	168,487.00 14,040.58 81.00
EMS7	Pilot	yr mo hr	144,451.00 12,037.58 69.45	147,340.00 12,278.33 70.84	150,287.00 12,523.92 72.25	153,292.00 12,774.33 73.70	156,358.00 13,029.83 75.17	159,485.00 13,290.42 76.68	162,675.00 13,556.25 78.21	165,929.00 13,827.42 79.77	169,247.00 14,103.92 81.37	172,632.00 14,386.00 83.00	176,085.00 14,673.75 84.66
EMS8	Sr Pilot	yr mo hr	154,562.00 12,880.17 74.31	157,654.00 13,137.83 75.80	160,807.00 13,400.58 77.31	164,023.00 13,668.58 78.86	167,303.00 13,941.92 80.43	170,649.00 14,220.75 82.04	174,062.00 14,505.17 83.68	177,544.00 14,795.33 85.36	181,094.00 15,091.17 87.06	184,716.00 15,393.00 88.81	188,411.00 15,700.92 90.58
EMS9	ACCS/ACMS EMS Captain	yr mo hr	147,893.00 12,324.42 71.10	150,851.00 12,570.92 72.52	153,868.00 12,822.33 73.98	156,945.00 13,078.75 75.45	160,084.00 13,340.33 76.96	163,286.00 13,607.17 78.50	166,551.00 13,879.25 80.07	169,882.00 14,156.83 81.67	173,280.00 14,440.00 83.31	176,746.00 14,728.83 84.97	180,281.00 15,023.42 86.67
EMS10	Asst Chief Pilot	yr mo hr	165,382.00 13,781.83 79.51	168,689.00 14,057.42 81.10	172,063.00 14,338.58 82.72	175,504.00 14,625.33 84.38	179,015.00 14,917.92 86.06	182,595.00 15,216.25 87.79	186,247.00 15,520.58 89.54	189,972.00 15,831.00 91.33	193,771.00 16,147.58 93.16	197,647.00 16,470.58 95.02	201,599.00 16,799.92 96.92
EMS11	Chief Medical Supervisor Chief Clinical Supervisor	yr mo hr	158,245.00 13,187.08 76.08	161,410.00 13,450.83 77.60	164,638.00 13,719.83 79.15	167,931.00 13,994.25 80.74	171,290.00 14,274.17 82.35	174,716.00 14,559.67 84.00	178,210.00 14,850.83 85.68	181,774.00 15,147.83 87.39	185,410.00 15,450.83 89.14	189,118.00 15,759.83 90.92	192,900.00 16,075.00 92.74
EMS12	Chief Pilot	yr mo hr	176,958.00 14,746.50 85.08	180,498.00 15,041.50 86.78	184,108.00 15,342.33 88.51	187,790.00 15,649.17 90.28	191,546.00 15,962.17 92.09	195,376.00 16,281.33 93.93	199,284.00 16,607.00 95.81	203,270.00 16,939.17 97.73	207,335.00 17,277.92 99.68	211,482.00 17,623.50 101.67	215,711.00 17,975.92 103.71
EMS13	Director of Maintenance	yr mo hr	158,245.00 13,187.08 76.08	161,410.00 13,450.83 77.60	164,638.00 13,719.83 79.15	167,931.00 13,994.25 80.74	171,290.00 14,274.17 82.35	174,716.00 14,559.67 84.00	178,210.00 14,850.83 85.68	181,774.00 15,147.83 87.39	185,410.00 15,450.83 89.14	189,118.00 15,759.83 90.92	192,900.00 16,075.00 92.74
EMS14	Director of Safety	yr mo hr	165,382.00 13,781.83 79.51	168,689.00 14,057.42 81.10	172,063.00 14,338.58 82.72	175,504.00 14,625.33 84.38	179,015.00 14,917.92 86.06	182,595.00 15,216.25 87.79	186,247.00 15,520.58 89.54	189,972.00 15,831.00 91.33	193,771.00 16,147.58 93.16	197,647.00 16,470.58 95.02	201,599.00 16,799.92 96.92
EMPLOYEES WHO ARE IN THESE POSITIONS MAY RECEIVE ADDITIONAL PAY FOR THE FOLLOWING:													
Certification Pay (Pilot): \$150/Month													
Certification Pay (Registered Nurse/DSHS Paramedic): \$150/Month													
Instructor Pay: \$125/Month													
Crew Chief Pay: \$125/Month													
Approved by the Commissioners Court on XX/XX/2026													

Travis County

Fiscal Year 2027

Budget Rules—DRAFT



Travis County Commissioners Court

County Judge

Andy Brown

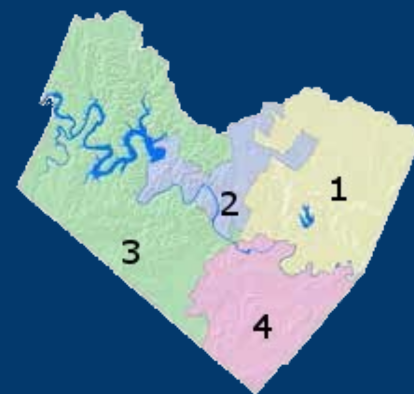
Commissioners

Precinct 1 Jeffrey W. Travillion, Sr.

Precinct 2 Brigid Shea

Precinct 3 Ann Howard

Precinct 4 George Morales III



TRAVIS COUNTY BUDGET RULES

FISCAL YEAR 2027

TABLE OF CONTENTS

INTRODUCTION	3
BUDGET RULES	3
<i>Rule #1: Budget Order</i>	<i>3</i>
<i>Rule #2: Expenditures in Excess of Budget</i>	<i>3</i>
<i>Rule #3: Budget Control</i>	<i>3</i>
<i>Rule #4: Personnel Budget</i>	<i>4</i>
<i>Rule #5: Automatic Budget Adjustments</i>	<i>5</i>
<i>Rule #6: Other Budget Adjustments</i>	<i>6</i>
<i>Rule #7: Unused Capital Funds</i>	<i>6</i>
<i>Rule #8: Encumbrances and Pre-Encumbrances</i>	<i>7</i>
<i>Rule #9: Encumbrance Reserve</i>	<i>8</i>
<i>Rule #10: Pre-Encumbrance Reserve</i>	<i>8</i>
<i>Rule #11: Printing/Mailing Restrictions</i>	<i>9</i>
<i>Rule #12: Travel</i>	<i>9</i>
<i>Rule #13: Recruiting and Hiring for High-Level Positions</i>	<i>10</i>
<i>Rule #14: Wireless Policy</i>	<i>11</i>
<i>Rule #15: Grants</i>	<i>11</i>
<i>Rule #16: Vehicle Take-Home Policy</i>	<i>11</i>
<i>Rule #17: Travel Out-of-State with a County-Owned Vehicle</i>	<i>11</i>
<i>Rule #18: County Auditor's Budget Adjustment Authority</i>	<i>12</i>
<i>Rule #19: Authorization for Reimbursed Agreements in Fund 5001</i>	<i>13</i>
<i>Rule #20: Reimbursement Requests and Taxable Income Determination</i>	<i>13</i>
<i>Rule #21: Business-Related Reimbursements from Discretionary Funds</i>	<i>13</i>

<i>Rule #22: Full Cost For Service Agreements</i>	<i>14</i>
<i>Rule #23: Use of Proceeds From the Sale or Lease of Palm School</i>	<i>14</i>
<i>Rule #24: Emergency Events</i>	<i>1414</i>
<i>Rule #25: P-Card usage</i>	<i>15</i>
<i>Rule #26: T-Card usage</i>	<i>15</i>
<i>Rule #27: Addition of Equipment to Centralized Replacement Lists</i>	<i>15</i>
APPENDICES	<i>1716</i>
<i>Appendix #1: Budget Adjustments</i>	<i>1716</i>
<i>Appendix #2: Central Accounts</i>	<i>2221</i>
<i>Appendix #3: Grants.....</i>	<i>2423</i>
<i>Appendix #4: Additional Guidance</i>	<i>3332</i>

INTRODUCTION

The Fiscal Year 2027 (FY 2027) budget rules and policies were adopted by the Travis County Commissioners Court on XXXXX. The rules and policies are adopted to ensure that the implementation of the budget is consistent with Commissioners Court policies and applicable laws.

The term “Department” used throughout this document refers both to offices headed by an elected or appointed official and departments reporting to the Commissioners Court.

BUDGET RULES

RULE #1: BUDGET ORDER

During FY 2027, the Travis County Budget Order, which includes these rules, is the sole and complete authority for the expenditure of County funds and the use of County resources that are subject to appropriation by the Travis County Commissioners Court.

RULE #2: EXPENDITURES IN EXCESS OF BUDGET

Expenditures and contractual obligations in excess of the amount authorized in a department’s budget are prohibited. Departments cannot expend more funds in any budget control group than the amount adopted in the budget. If additional funding is sought, the department must have the budget amended by Commissioners Court.

Expenditures must not:

1. Result in insufficient funding to meet the obligations of the department during the remainder of the fiscal year;
2. Commit the County to additional funding in the next fiscal year; or
3. Use either one-time funding or one-time savings for ongoing commitments.

A department that incurs an expenditure for which it does not have sufficient funds must reallocate existing funds to cover the shortfall. This may require reductions in personnel. Mandated services must be given the highest priority.

RULE #3: BUDGET CONTROL

The budget is controlled at the department level. Throughout the year, the budget is managed either at the fund center control group or funded program level of the department and further managed at the commitment item control group level. A budget control group means that one or more similar accounts or fund centers (cost centers) are grouped together, whether operating or capital. In the SAP system, transfers between accounts and fund centers will not be necessary for accounts, fund centers, or funded programs that are within the same budget control group.

Departments may request changes to budget control groups during the budget process to be implemented at the beginning of a new fiscal year. When created, new fund centers, funded programs, and commitment items may be added to existing budget control groups. Budget control groups cannot span multiple funds or functional areas. For exceptions to these processes, the Planning and Budget Office (PBO) asks departments to work with PBO and the Auditor’s Office. Any requested changes or additions are subject to PBO and Auditor’s Office approval.

Capital projects funded with debt (Certificates of Obligation, voter-approved bonds, and state highway bonds) or General Fund Capital Acquisition Resources (CAR) must have a unique Work Breakdown Structure (WBS) or Internal Order (I/O). These WBS and I/O projects are budgeted and controlled as funded programs. Funds budgeted in the Centralized Computer Services Department (Dept 190) are exempt from this requirement to use WBS and I/Os.

A WBS element is used to collect and manage costs for performing tasks within a project that are long-term and/or have multiple receipts. I/Os are used to monitor costs and revenues for activities and programs that are short-term or finite in nature.

RULE #4: PERSONNEL BUDGET

Departments are responsible for making overall personnel decisions that do not exceed the total personnel appropriation and personnel budget control groups in the budget. Personnel decisions include hiring decisions, internal promotions, and applications of career ladders.

Departments can only rely on the fixed amount of funds in the total budget adopted for the current fiscal year when submitting a budget for the succeeding fiscal year, even if the department has made personnel decisions on an annualized basis that are greater than their personnel budget control groups for the current fiscal year. In these situations, departments are expected to make appropriate reductions to their budget to ensure they meet this requirement.

NEGATIVE SALARY AND BENEFIT ACCOUNTS

If a department incurs a negative balance in a salary or employee benefit budget control group, it must submit a budget adjustment to PBO as soon as possible and before the next payroll submission date to correct the deficiency for the remainder of the current fiscal year.

As an added measure, PBO works in conjunction with Auditor's Office Payroll staff to correct negative personnel commitment item balances at the commitment item and fund center roll-up level on a scheduled basis. This includes negative personnel balances for budgeted, funded programs that do not have a corresponding roll-up budget. Commitment items beneath the roll-up level can remain negative and not require any adjustment provided there are resources at the roll-up level, except for budgeted vacancy and health benefit savings that are corrected at the end of the year. The first adjustments will occur in the middle of the fiscal year and are further adjusted as needed based on payrolls at the end of August and at closing.

Finally, at the end of the fiscal year, the County Auditor's Office is authorized to cover any shortages in salary or employee benefit budget control groups through budget adjustments, where applicable, as noted under Budget Rule #18.

OVERTIME

Employees may not be authorized to work overtime unless overtime is budgeted (either in the original or revised budget) for the department to pay for that work.

Under the following circumstances, this rule does not apply:

- there is a workload increase for a short period of time;
- the workload increase needs to be performed by current employees in that short period of time; or
- the workload increase would negatively impact the critical operations of the department if not performed.

Unbudgeted overtime must be declared an emergency by an elected county or district official and must be reported to the County Auditor, PBO, and the Commissioners Court within five (5) business days of the occurrence. A department with any overtime obligation that has a negative balance must cover the negative balance through a budget adjustment before the next payroll submission date. The department must use the existing budget to cover any deficit. As an added measure, PBO works in conjunction with Auditor's Office Payroll staff to correct negative overtime commitment item balances on a scheduled basis. At the end of the year, the County Auditor's Office is authorized to cover any overtime deficit as noted under Budget Rule #18.

MEDICAL INSURANCE BENEFIT FUNDS

Any year-end balances in the *Medical Insurance Benefit* commitment items remain within the funds in which they are budgeted and roll into the ending fund balance (after consideration of any Benefit Savings – commitment items 504020-504030). Departments may transfer balances in restricted fund sources, such as grants and special revenue funds, only to the extent allowed by the contract provisions governing the use of the funds.

Due to changes mandated by the Affordable Care Act, the County calculates employee health care expenses using an actuarially determined contribution rate based on the coverage selected instead of the County-wide blended composite rate, which is how these expenses are budgeted.

The difference between the budgeted County-wide blended composite rate and actual expenses could result in savings or allowable overages in a department's budget at the end of the fiscal year. Appropriate adjustments will be made throughout the year-end closing process to ensure overall departmental budgets are nonnegative as a result of the County's employee health care contributions.

TEMPORARY EMPLOYEES WHO QUALIFY FOR COUNTY MEDICAL INSURANCE

Under the Affordable Care Act's employer shared responsibility provisions, large employers must either offer minimum essential coverage that is "affordable" and that provides "minimum value" to their full-time employees (and their dependents) or potentially make an employer shared responsibility payment to the Internal Revenue Service (IRS). All temporary employees who work an average of 30 hours per week or greater during a defined measurement period must be offered health, dental, and vision coverage by the County.

Departments that have qualifying temporary employees who elect to enroll in the County's medical coverage must work with PBO to identify an appropriate fund source for this additional expense.

LAW CLERK POSITIONS IN THE COUNTY ATTORNEY'S OFFICE

The County Attorney's Office has an approved number of authorized full-time equivalents (FTEs) for Law Clerk positions. Depending on the business needs of the office, the number of full-time and part-time positions for these Law Clerks may vary throughout the year if the overall authorized FTEs and associated budget are not exceeded.

RULE #5: AUTOMATIC BUDGET ADJUSTMENTS

Local Government Code Section 111.070 (c) (2) allows the Commissioners Court to authorize PBO to process budget adjustments without further approval, subject to the terms and conditions approved by the Commissioners Court. See Appendix #1 for more information about Automatic Budget Adjustments.

In all instances, PBO retains the discretion to place a budget adjustment meeting the criteria to be processed as automatic on the Commissioners Court voting session agenda. Automatic budget adjustments are generally processed and reviewed in two working days from receipt by PBO. Budget adjustments may take longer given any questions or issues that arise during the review process or if PBO finds insufficient documentation.

Due to size or complexity, budget adjustments approved by Commissioners Court may require direct upload into the County's financial system rather than the standard workflow process. Large approved countywide compensation changes are one example.

In addition, a budget adjustment may meet requirements for an automatic adjustment but still require additional approval by the County's Budget Director or other designee due to size or complexity of the adjustment. In these cases, if necessary, the automatic budget adjustment will be documented in the financial system.

RULE #6: OTHER BUDGET ADJUSTMENTS

Budget adjustments that are not automatic must be approved by Commissioners Court. These adjustments generally involve moving funds between personnel and operating, augmenting a budget with funding from Reserves (including Earmarks), budgeting new revenue, or changing the approved capital list. See Appendix #1 for more information about budget adjustments.

Budget adjustments that require Commissioners Court approval must be submitted to PBO with sufficient documentation by Tuesday at 5:00 PM, at least 21 days before backup is due to Civic Clerk for the Commissioners Court voting session at which they are to be considered. This requirement may be extended further based on changes to the Commissioners Court meeting schedule. Budget adjustments that require County Attorney, County Auditor, or Bond Counsel review (such as those related to Certificates of Obligation or Bond funds) should be submitted earlier than 21 days before backup is due to Civic Clerk to ensure sufficient review time before Commissioners Court action. Some budget adjustments may require longer review periods. PBO will inform departments if additional time beyond the 21-day period is needed.

RULE #7: UNUSED CAPITAL FUNDS

Debt funded Capital Project Funds and Capital Acquisition Resources (CAR) fund centers may be used only for the purchases approved by the Commissioners Court. Capital project funds are proceeds from a debt issuance require legal and accounting review coordinated by PBO and may only be used in accordance with applicable bond covenants, Official Statements, and Commissioners Court transcripts.

A department cannot automatically transfer remaining appropriated funds after the completion of a capital project or the purchase of a capital asset to another project or purchase without Commissioners Court approval. In addition, funds cannot be transferred between projects or used to make purchases not specifically approved and itemized during the FY 2026 budget process without approval of Commissioners Court.

PBO periodically reviews CAR accounts and may ask departments to transfer realized savings from completed projects and purchases to the CAR Reserve which can be processed as an automatic budget adjustment. PBO annually reviews debt funded Capital Project Funds with completed projects to determine if remaining amounts can be allocated to additional projects or qualify as de minimis and then be transferred to the Debt Service Fund.

EXCEPTION TO RULE #7

PBO has the authority to process budget transfers from realized capital project savings from completed projects in CAR fund centers. To be treated as an automatic transfer, (1) the amount of savings moving from one completed project to an existing project may not exceed \$~~2550~~,000 and (2) the amount of savings moving to an existing project from more than one completed project may not exceed \$~~2550~~,000. Requests to use these savings must include a summary of the approved project/item budget, total expenditures, and total project/item purchase savings. In all instances, PBO retains the discretion to place a budget adjustment meeting the criteria to be processed as an automatic on the Commissioners Court voting session agenda.

To comply with arbitrage rebate requirements and make disbursements to the IRS, PBO may transfer unused funds within a Bond fund including reserves before obtaining Commissioner Court approval, however, PBO must notify the Commissioners Court at its next regular meeting if such a transfer is completed.

RULE #8: ENCUMBRANCES AND PRE-ENCUMBRANCES

Pre-encumbrances are reservations of funds made with SAP shopping carts. A pre-encumbrance is converted into an encumbrance when a purchase order is created from that shopping cart. Encumbrances are reservations of funds made with purchase orders, funds management documents (reservations, commitments, pre-commitments), or travel commitments and must be covered by an appropriation. The pre-encumbrances are released when encumbrances are posted successfully, and encumbrances are released when the related expenditure is recognized or if liquidated by Purchasing and/or Auditor's Office. Departments are expected to keep track of their encumbrances and keep them timely. Unnecessary encumbrances tie up County resources, and encumbrances and pre-encumbrances that are no longer needed must be liquidated.

The County Auditor, in conjunction with departments, is authorized to automatically liquidate outstanding encumbrances from funds management documents for purchase orders that are deemed "completed" (i.e., all items have been received, invoiced, and payment for the full expenditure has been forwarded to the provide, and/or all remaining amounts have been liquidated). Travel is considered "completed" once the travel expense report has been received, approved, and the expenditure forwarded to the provider or employee as reimbursement.

Departments must review open encumbrances, including pre-encumbrances, quarterly. Department personnel can generate an open encumbrance report from the SAP financial system. Authorized department personnel should review this encumbrance report, which includes Shopping Carts, Funds Management Documents, Purchase Orders, and Travel Encumbrances to determine if any encumbrances can legally be unencumbered. Departments must notify the Purchasing Office of any Purchase Orders needing to be liquidated and submit a notification to the County Auditor's Office that the encumbrances have been reviewed no later than 20 days after the end of the quarter.

The County uses three types of funds management documents: Fund Reservations, Fund Pre-Commitments, and Fund Commitments. Fund Reservation types consist of: AP (Approved Projects), DN (Donations), CP (Capital Projects), GM (Grants), CC (PCard), and OT (Other). Except for CC and OT, all other types are eligible to carry forward to the following fiscal year after PBO and/or Auditor's Office review and approve. Fund Reservation type CP should only be used at the end of the current fiscal year to roll the anticipated budget needed prior to the full budget being posted within the capital project funds (4000-5999). This type is eligible to carry forward to the following fiscal year after a PBO review and will be liquidated in the first period of the new fiscal year. Types CC and OT will not carry forward to the following fiscal year and are liquidated by the Auditor's Office at the end of the current fiscal year.

PBO will review and approve AP and DN type documents prior to being posted as final in SAP. All AP and DN documents must have attached documentation showing the date the funds were approved by Court and must include the agenda item. AP

documents may also include Adopted Budget information establishing that the purpose of the funds was approved as part of budget adoption. Type Request for Bid (RF) must have applicable procurement/solicitation-related information attached and will be reviewed and approved via SAP workflow by the Purchasing Office. Funds Commitments, Contracts (CN) must have applicable contract-related support attached and will be reviewed and approved via SAP workflow by the Auditor's Office.

RULE #9: ENCUMBRANCE RESERVE

An Encumbrance Reserve is established each year to pay for contractual obligations made in the previous fiscal year for goods and services to be received in the current fiscal year. After the previous fiscal year's accounting records are closed, the County Auditor applies a portion of the estimated budgeted reserve to pay the expenditures for goods and services ordered but not received in the previous fiscal year. The remaining amount becomes the actual amount available for the new fiscal year expenditures for contractual obligations incurred during the previous fiscal year. The amount budgeted for this reserve is the maximum, not to exceed, amount estimated at the time the budget is adopted.

PBO approves all encumbrances that will re-appropriate to the new fiscal year as carry forwards in individual department accounts for the purpose and for the vendor to which the contractual obligation and encumbrances were originally applied. For General Fund AP and DN type Funds Reservations liquidated from a prior year, PBO will move funds associated with these documents to the applicable reserve as automatic budget transfers. For General Fund RF and CN type Fund Commitments liquidated from a prior year, the County Auditor will move funds associated with these documents to the applicable reserve as automatic budget transfers. Unused CAR funds will also be moved to the applicable reserve. All other funds not under the General Fund are excluded (see below exception). If an encumbrance needs to be liquidated to allow a technical correction, such as a modification to the vendor, but will still be used for the same intended purpose, departments may request that the funds not be moved to reserves. This request must be made to PBO prior to requesting Purchase Order liquidation with the Purchasing office.

EXCEPTION TO RULE #9

Funds budgeted in Voter Approved, State Highway Bonds, Certificate of Obligation Funds, and Non-Major Capital Projects Funds (Funds 4000-4999 and 5000-5999) are excluded from the requirement to transfer liquidations from prior year encumbrances to the applicable reserve. Funds budgeted in emergency event I/Os and expenditure budget created from grant funds, settlements related to the Balcones Canyonlands Preserve, Tree Mitigation settlement revenue, Wetland fees, dedicated Park Donation funds, and revenue from Park License fees are also excluded from the requirement to transfer liquidations from prior year encumbrances to the applicable reserve.

RULE #10: PRE-ENCUMBRANCE RESERVE

A Pre-Encumbrance Reserve may be established each year if deemed necessary. Amounts included in this reserve are limited and generally only include resources for those pre-encumbrances (Shopping Carts) that are in the process of converting to a Purchase Order. PBO must approve any use of these reserve funds. PBO approves all pre-encumbrances that will be re-appropriated to the new fiscal year as budget carry-forwards in the budget of the individual department for the specified purpose. Any contract-related funds associated with canceled prior year pre-encumbrances will be moved from the department's budget to the applicable reserve for re-appropriation by the Commissioners Court. If a pre-encumbrance needs to be liquidated to allow a technical correction, such as a modification to the vendor, but will still be used for the same intended purpose, departments may request that the funds not be moved to reserves. This request must be made to PBO prior to requesting Purchase Order liquidation with the Purchasing office.

Only shopping carts (pre-encumbrances) that are appropriately documented that support the future conversion to a purchase order will carry forward to the next fiscal year. Any shopping carts (pre-encumbrances) that are not approved to carry forward to the new fiscal year are updated in SAP by the Purchasing office and the funds are unencumbered (released) and transferred to the Allocated Reserve. No further action is required by the Department for these shopping carts, deleting approved shopping carts that are not carried forward to the following fiscal year can prevent the system from releasing budget. Moreover, to support continuity of services for emergency response when crossing a fiscal year, all available balances within emergency event internal orders will be carried forward and included in the pre-encumbrance reserve so that these balances will be available in the next fiscal year for this specific purpose.

RULE #11: PRINTING/MAILING RESTRICTIONS

The Travis County Reprographics Service Center (TCRSC) must keep one file copy of all documents printed and indicate the number of copies made. TCRSC resources cannot be used to print more than 500 copies a month of the same letter, newsletter, or notice unless the additional copies are: (1) required by law; or (2) specifically approved by the Commissioners Court.

The TCRSC may only print official documents of Travis County government or those authorized by the Commissioners Court. Departments placing printing orders must affirm on the work order that the materials ordered are for official Travis County business. Projects shall be printed as two-sided unless one-sided is specified and the department provides a reason.

Per Travis County Code, Chapter 46, requests for printing for an outside entity must be made by a sponsoring County Executive or elected/appointed official to the Records Management Officer in Technology and Operations (TechOps) or the appropriate designee. The Records Management Officer may reject the print request based on internal county print needs and workload. The sponsoring department must transfer funding for the print request to the Print Shop. In addition, if Commissioners Court approval is needed, the sponsoring department must secure Commissioners Court approval at least two weeks prior to the print request completion deadline.

RULE #12: TRAVEL

Travis County only pays for travel that is necessary and related to official Travis County business and incurred by County employees, officials, and other authorized persons.

The County Auditor is responsible for managing the travel reimbursement process. All travelers must follow the County Auditor's Travel Policy located on the County intranet, Travis Central, under the *Resources* page, or in the SAP knowledge base ([Travel Policy - Travis County SAP Support \(helpjuice.com\)](#)). This Policy ensures the County meets the IRS requirements for an *accountable plan*. Reimbursement Rates, Per Diem, and expenses not eligible for reimbursement are included within this policy. To substantiate travel, all final travel expense reports must be complete, correct and approved in SAP by the Department's Financial Approver and be available to the Auditor's Office for review **within 60 days** after the trip is complete, even if there is no reimbursement.

Employees must obtain department approval for their travel before expenses are incurred. Travel that is not encumbered prior to the expense being incurred may require Commissioners Court approval.

Travis County may pay travel vendors directly or reimburse County employees, officials, and other authorized persons who have traveled for County business. Payments directly to vendors may either be via check/ACH or by using a travel credit card. Credit card purchases must adhere to the rules defined in the [Travis County Travel Credit Card Policy](#).

Employees are responsible for any costs associated with failing to cancel travel arrangements in a timely manner. Exceptions are granted on an individual basis for reasons such as illness or emergency.

Certain grants limit the amount and type of reimbursable travel expenditures. Travelers must work with the County Auditor's Grant Analyst to verify that any proposed travel is in accordance with the grant agreement before travel begins. The SAP Financial system sends ~~grant-related~~grant-related travel to the Auditor's Grant Analysts for their approval.

Any requests to travel outside the continental United States require Commissioners Court approval prior to funds being committed. Travel relating to criminal extradition, investigation, prosecutions, or similar situations is exempted from this rule.

OTHER SPECIAL SITUATIONS

Departments must work with the County Auditor's Office when making travel arrangements where alternate transportation mode, accommodations, or schedule are proposed.

If the reimbursement request is submitted more than 60 days from the date of incurring the expense or payment of the expense, the reimbursement is reported as taxable income for the County employee, per Travis County's Accountable Plan.

Salaries of elected officials are set in compliance with notice and hearing requirements in the Local Government Code before the budget is adopted. For an elected official, a reimbursement that becomes taxable income is **not allowed to be paid** because Texas law does not allow midyear increases in an elected official's salary.

For appointed officials whose salaries are set through an Order of their authorizing board, a reimbursement that becomes taxable income may only be paid if it complies with the Order.

Reimbursement of food and non-alcoholic beverages for a group are allowed in certain instances when County employees are deployed to perform emergency or public safety duties. In addition, when a disaster has been declared in Travis County, the Emergency Operations Center has been activated, or Travis County has received a request for assistance or mutual aid due to a disaster in another area, the County Executive of Emergency Services may authorize the housing, lodging, provision of fuel, billeting, and other costs associated with keeping essential public safety personnel able to meet the emergency response needs of the County. This rule remains in effect while any of the three above conditions are active.

RULE #13: RECRUITING AND HIRING FOR HIGH-LEVEL POSITIONS

The Commissioners Court may approve the use of County funds to pay for travel arrangements, food, and non-alcoholic beverages to entertain applicants when recruiting nationally for County Executives, Chief Deputies or equivalent roles, Department Heads or equivalent roles, or Appointed Officials. Commissioners Court must authorize this use of County funds before these expenses are incurred. Offices and Departments with compelling and extraordinary reasons to request to pay for relocation expenses for other hard to fill recruiting needs will need to place an item on the Commissioners Court if those positions are not listed above for consideration. Exceptions to these positions must be substantiated and authorized by Commissioners Court prior to beginning recruitment. The job applicant is reimbursed for the actual expense incurred not to exceed the rates used for County personnel. The County does not use per diem rates for non-County employees. Meals may only be reimbursed up to \$68 per day plus up to 20% gratuity if receipts are submitted. Airfare expenses are limited to economy class only.

If the job applicant for a County Executive, Chief Deputy or equivalent role, Department Head or equivalent role, or an Appointed Officials is hired, moving expenses up to \$10,000 and employment agency fees up to \$10,000 may also be paid for

these positions if authorized by the Commissioners Court in advance and receipts are submitted. Any amount in excess of \$10,000 for either expense type will require compelling justification and/or unique/unusual circumstances in order to be approved. Departments must provide documentation and notify Payroll and Accounts Payable before any expenses are paid. Per IRS guidelines, employers must include moving expense reimbursements in employee's wages. Departments must absorb these costs within their existing budgeted resources.

Due to the routine yearly nature of the recruiting and hiring process, Medical Examiner Fellowship candidates may have their internally funded and staff reviewed travel expenses reimbursed for interviews without prior Commissioner Court approval.

RULE #14: WIRELESS POLICY

Departments must comply with Travis County Code, [Chapter 139, Wireless Communications Policy](#).

RULE #15: GRANTS

The coordination of Travis County's grant-seeking activities has transitioned to Grants Administration within General Administration as of FY 2025. This includes the processing of grant applications, contracts, permissions to continue, and other grant items on the Commissioners Court agenda. All grant-related documentation must be submitted in accordance with the rules in Appendix #3, which includes new processes for regular grant application and award receipt, Community Project Funding requests, and requests for Letters of Support. Grants from public or private sources received during the fiscal year are budgeted by the Commissioners Court upon certification of the revenue by the County Auditor. PBO, the County Attorney's Office, and the County Auditor's Office will continue to have key roles in the review process.

RULE #16: VEHICLE TAKE-HOME POLICY

County departments must comply with Travis County Code, [Chapter 140, Use of County-Owned Passenger Vehicles While Off-Duty](#).

RULE #17: TRAVEL OUT-OF-STATE WITH A COUNTY-OWNED VEHICLE

Out-of-state travel with a County-owned vehicle must meet all travel policies and the department must benefit from the use of a County-owned vehicle. The use of a County vehicle for out-of-state travel does not need to be placed on a Commissioners Court agenda if:

1. The travel is to a contiguous state (New Mexico, Oklahoma, Arkansas, or Louisiana)
2. The requesting department informs Transportation and Natural Resources of the proposed travel and the Fleet Manager concurs that the vehicle is appropriately maintained for the trip
3. The requesting department informs the County Risk Manager of the proposed travel and the Risk Manager concurs that the vehicle is appropriately insured for the trip
4. One or more of the following also applies:
 - a. The primary purpose of the travel requires the transportation of service animals (e.g., K-9 units)
 - b. The primary purpose of the travel requires the transportation of large amounts of equipment or gear
 - c. The primary purpose of the travel requires the transportation of more than one employee and the department shows that the County costs are reduced by taking a County vehicle as a result of a cost-benefit

analysis that takes into consideration the cost of the vehicle fuel, additional employee time spent on travel, and any additional lodging cost

- d. The primary purpose is to transport an inmate for extradition by the Travis County Sheriff's Office from any state at the request of the County Attorney or District Attorney

A department requesting to travel out-of-state with a County-owned vehicle must inform PBO, the Fleet Manager, and the Risk Manager of the planned travel in writing prior to the travel. If there is a disagreement between the requesting department and PBO, the Fleet Manager or Risk Manager, PBO will place the request on the Commissioners Court agenda for consideration. A requesting department must submit sufficient documentation, including responses from the Fleet and Risk managers, to PBO by Tuesday at 5:00 PM, at least 21 days before a Commissioners Court voting session that occurs before the travel departure date.

The requesting department must transfer the appropriate budget to TNR Fleet Management for the actual fuel and maintenance costs within 30 days of trip completion.

RULE #18: COUNTY AUDITOR'S BUDGET ADJUSTMENT AUTHORITY

The County Auditor has the authority to adjust budgets without prior approval from the Department under the following circumstances.

NEGATIVE PERSONNEL AND BENEFITS BALANCES

At year-end, the County Auditor will work with PBO to transfer funds automatically to cover projected shortages in salary and benefits budget control groups. The County Auditor, in coordination with PBO, may transfer:

1. Projected surplus salary and benefit funds within a department or among departments
2. Funds from reserves in the applicable fund

These adjustments occur after the end of the fiscal year in preparation for final closing.

ADJUSTMENTS FOR INVOICE DEFICITS OF \$20 OR LESS

To avoid invoice-processing delays, the County Auditor is authorized to transfer funds automatically throughout the fiscal year to cover an invoice amount that exceeds the remaining budget control group appropriation by \$20 or less. These funds are transferred from within the budget of the department incurring the invoice from any operating expenditure commitment item with sufficient unencumbered funds. In the case of Grants, the County Auditor's Grant Financial Analyst must approve these automatic transfers.

PAYMENT OF INTEREST

The Texas Prompt Payment Act, found in Texas Government Code 2251, mandates timely payment for goods and services by state agencies. Specifically, state agencies must pay invoices within 30 calendar days of receiving the goods, completing the services, or receiving the invoice, whichever is latest. If payment is late, interest accrues on the unpaid amount. Interest payments will be charged to each department's General Fund budget.

The County Auditor is authorized to transfer funds automatically within a department's budget throughout the fiscal year to cover the interest cost payable on overdue invoices to comply with Texas Government Code, Chapter 2251. These funds are

transferred from within the budget of the department incurring the interest from any expenditure budget control group with sufficient unencumbered funds.

UTILITIES BUDGET

Utilities are basic services that are essential to running the County. These services include Electric, Oil & Gas, and Water & Sewer Services. The budget [for utilities in buildings managed by the Facilities Management Department](#) is controlled at the Centralized Utilities department level - all fund centers that begin with 191. The budget for Centralized Utilities department is budgeted as a total amount in Fund Center 191xx and not as a breakout by functional area. Throughout the year, a budget adjustment ~~is~~ [may be](#) submitted monthly to allocate the appropriate amount to the commitment item and fund center as actuals are recorded. As an added measure, PBO works in conjunction with the Auditor's Office staff to correct negative balances. The County Auditor's Office is authorized to cover any shortages in the Centralized Utility fund centers.

RULE #19: AUTHORIZATION FOR REIMBURSED AGREEMENTS IN FUND 5001

All expenditures for reimbursable agreements within Fund 5001 that have been approved by Commissioners Court and for which the County Auditor has certified revenue are authorized until resources from the funding entity are available for reimbursement. Some approved agreements budgeted in Fund 5001 (Contractual Capital Projects) by the County require expenditure of County funds until those expenditures are reimbursed by the funding entity. Departments should request an advance payment rather than agree to a reimbursement arrangement whenever possible. If the total expenditures and encumbrances of the fund result in a deficit fund balance, the department is required to request a transfer into the fund from other department resources.

RULE #20: REIMBURSEMENT REQUESTS AND TAXABLE INCOME DETERMINATION

Reimbursement requests for business-related expenditures must be submitted to the County Auditor's Office in a form and format prescribed by the Auditor's Office. Per the [Travel Policy](#), all final expense reports must be complete, correct and approved in SAP by the Department's Financial Approver and be available to the Auditor's Travel Analyst for review within 60 days of travel completion. Requests must include the supporting documentation appropriate to the type of expenditure, which may include pre-approval from Purchasing. If the reimbursement request is submitted more than 60 days from the date of incurring the expense or payment of the expense, the reimbursement is reported as taxable income for the County employee, per Travis County's Accountable Plan.

Salaries of elected officials are set in compliance with notice and hearing requirements in the Local Government Code before the budget is adopted. For an elected official, a reimbursement that becomes taxable income is not allowed to be paid because Texas law does not allow midyear increases in an elected official's salary.

For appointed officials whose salaries are set through an Order of their authorizing board, a reimbursement that becomes taxable income may only be paid if it complies with the Order.

RULE #21: BUSINESS-RELATED REIMBURSEMENTS FROM DISCRETIONARY FUNDS

Travel-related expenditures and other costs paid from discretionary funds that departments expect to be reimbursed from the General Fund and/or Other Funds require compliance with Budget Rules and encumbrance of the expenditures before travel starts or costs are incurred. To qualify for General Fund and/or Other Fund reimbursement, departments that choose to pay for items initially out of Discretionary Funds are required to:

- Encumber expenditures in the General Fund/Other Funds in compliance with Budget Rules prior to incurring the expense. This applies to all purchases including travel related expenditures and Advanced Payments. Any Travel Advances to employees must adhere to procedures established in the [Travis County Travel Policy](#).
- Comply with purchasing statutes and obtain written approval from the Purchasing Agent prior to making the purchase.
- Provide detailed receipts and proof of payment from the Discretionary fund submitted with the reimbursement request.

Reimbursements from General Fund and/or Other Funds are disbursed after the expense has been incurred (purchase or travel), the discretionary fund has paid the expenditure, and compliance with the budget rules/purchasing policies is verified.

EXCEPTION TO RULE #21

While Travis County employees may be eligible for reimbursement for certain expenses, non-County employees are not eligible for reimbursement. The Travis County Historical Commission is solely comprised of non-employee volunteers, who may incur expenses related to County business in the course of their volunteer service. Historical Commission members may be eligible for reimbursement despite their non-employee status, as long as the expenses are reimbursable under the Budget Rules, purchasing policies, and other County policies.

RULE #22: FULL COST FOR SERVICE AGREEMENTS

Offices and departments considering entering into a service agreement should work with County support departments to develop a full cost estimate of the service to be provided. Other options can also be proposed but a full-cost recovery option must be presented to Court when discussing [potential service or facility lease space requests/agreements](#).

Direct services are supplemented by a variety of support costs, both within the County office/department providing the service and support services provided elsewhere in the County. These may include services of HRMD, Purchasing Office, PBO, and administrative costs in the office or department providing the service.

RULE #23: USE OF PROCEEDS FROM THE SALE OR LEASE OF PALM SCHOOL

Proceeds from the sale or lease of Palm School land and building shall be used to provide additional investments for the provision of human services. Human services includes programs and services that seek to address or improve community conditions through workforce development, early education and childcare, youth initiatives, behavioral health supports, and affordable housing as well as criminal justice diversion initiatives, and indigent representation needs. It may also include infrastructure to support access to rural transportation, water and septic tank repair/replacement, public health, and initiatives designed to promote community resilience.

PBO will make a recommendation regarding the use of the proceeds consistent with this rule to Commissioners Court after consultation with Health and Human Services. Commissioners Court will use the funds in the most efficient and effective manner.

RULE #24: EMERGENCY EVENTS

There may be circumstances during the fiscal year as a result of emergency events that necessitate that the County quickly allocate resources to best respond to them. The County Executive of Planning and Budget as well as the County Budget

Directors have the authority to process emergency budget adjustments as automatics from the Emergency Reserve to personnel and operating commitment items with the approval of the County Judge. PBO will inform the Commissioners Court of any such emergency transfers and will place these adjustments on the following Commissioners Court agenda for ratification.

~~The Department~~ Emergency Services has the authority to move funds ~~-between the personnel and operating commitment items as automatic budget transfers as may be required to respond to emergency events within the Emergency Event Fund Center in Emergency Services (Dept. 147) or~~ the Centralized Emergency Response budget (Dept. 195) that is managed by Emergency Services (Dept. 147) with PBO approval. ~~with the approval of the County Judge.~~

As noted in Budget Rule #12 Travel – Other Special Situations, reimbursement of food and non-alcoholic beverages for a group are allowed in certain instances when County employees are deployed to perform emergency or public safety duties. In addition, when a disaster has been declared in Travis County, the Emergency Operations Center has been activated, or Travis County has received a request for assistance or mutual aid due to a disaster in another area, the County Executive of Emergency Services may authorize the housing, lodging, provision of fuel, billeting, and other costs associated with keeping essential public safety personnel able to meet the emergency response needs of the County. This rule remains in effect while any of the three above conditions are active.

RULE #25: P-CARD USAGE

Use of a County credit card (P-Card) is a commitment of County funds. Before a cardholder may make any purchase on a P-Card, they must verify that sufficient budgetary funds are available to cover the intended purchase. The specific processes and procedures to ensure this are outlined in Section 5 of the Purchasing Procedures Guide and in the Travis County [Travel Credit Card Policy](#).

RULE #26: T-CARD USAGE

Travis County has implemented a Travel Card (T-card) for travel-related expenses. T-cards are granted to a department by request from a County Official and approval by the Administrator in Purchasing. T-cards can be issued to a department or to an individual who travels frequently. Training must be completed before receiving a T-card; a refresher training is required yearly. Allowable expenses include but are not limited to the following: conference registration, hotel, and airfare.

Travis County T-card use follows the Travis County Travel Policy and all travel must be encumbered by entering a Travel Request into SAP when the T-card is used. Please refer to the [Travel Credit Card Policy](#) located on Travis Central for more details.

RULE #27: ADDITION OF EQUIPMENT TO CENTRALIZED REPLACEMENT LISTS

Vehicles, heavy equipment and computer and related IT equipment (desktop computers, laptops, mobile data computers) purchased with internal department funds are not automatically eligible for addition to the respective centralized replacement lists. The department must specifically request that PBO and the appropriate department handling the centralized budget (i.e. Technology and Operations or Transportation and Natural Resources) place independently purchased vehicles, heavy equipment and computer and related IT equipment on the replacement list. The department must include sufficient justification for the request, and the equipment must meet the general parameters of all existing replacement policies and procedures. If there are ongoing fuel and maintenance needs related to vehicles, PBO and TNR will collaborate to ensure these funds are added through the budget process as needed. PBO retains the discretion to place such requests on

the Commissioners Court voting session agenda given any questions or issues that arise during the review process or if PBO finds insufficient documentation.

DRAFT

APPENDICES

APPENDIX #1: BUDGET ADJUSTMENTS

A budget adjustment is required for any proposed change to the budget across budget control groups or across departments. An authorized official (elected or appointed official, county executive or other manager) must approve submission of the budget adjustment. An authorized official may delegate an employee to create budget adjustments by submitting an SAP help ticket.

Budget adjustments are not allowed to or from fund centers designated as CAR to fund centers outside of CAR. The CAR fund centers are used for capital expenditures and one-time equipment expenditures that do not fit within the definition of capital assets, such as computers that have a unit cost of less than \$5,000. CAR fund centers are designated by the notation 1xx8xx0001.

Budget adjustments that would result in a negative revised budget in any commitment item are not allowed.

Departments process all budget adjustments through SAP. Help on how to use SAP to enter a budget adjustment is available by searching 'budget transfer' on the SAP help site: <https://traviscountytexas.helpjuice.com/>. Exceptions to processing budget adjustments using SAP are determined by the County Auditor or PBO (such as the use of paper budget adjustment forms for LCRA Fund Transfers approved quarterly by the Commissioners Court).

AUTOMATIC BUDGET ADJUSTMENTS

The Commissioners Court has authorized PBO to approve transfers as automatic budget adjustments in the following situations.

1. Routine transfers between operating commitment items for product categories or commodity codes.
2. If a position is vacant and documentation of the vacancy accompanies a budget adjustment, departments can automatically move funds within their department. Funds must be used for the original purpose of the vacant position. Upon PBO approval of departmental justification, *budget may be moved from the following commitment items:*
 - 500050-500060 and 506010-506020 and 506040-506060, Salaries – Regular Employees and Standard Benefits
 - 501010-501020 and 506010-506020 and 506040-506060, Salaries – POPS and Standard Benefits
 - 500090-500100 and 506010-506020 and 506040-506060, Salaries – Associate Judges and Standard Benefits

if the adjustment moves them to:

- a. The same commitment items in a different fund center when a position is reassigned to another fund center.
- b. 500070, Salaries-Temporary Employees to temporarily fill a vacant regular position.
- c. Any budget control group commitment items to temporarily fill a vacant regular position or perform similar duties using other contracted services. This includes commitment items such as: 511890, Other Consulting Services, 511900, Other Services, and 511950, Temp Personnel Services-Clerical/Managerial/Exec. Funds must be used for the original purpose of the vacant position as verified by PBO.

- d. 502011-502014, Overtime for employees performing the duties of a vacant position, or as allowed in Budget Rule #4, Overtime.
 - e. 502015-502017, Extra Hours Paid Over 40.
 - f. Juvenile Probation services commitment items.
 - g. 511680, Advertising/Public Notification Services, related to advertising for vacant positions in departments that advertise independently of HRMD.
 - h. 513010, Background Check Services, related to the on-boarding process for new hires.
 - i. Contracted services outside of those through a temp agency.
- 3. Departments can automatically move funds to correct projected negative balances in personnel budget control groups.
 - 4. Departments can automatically move funds from 503090, Performance Pay, to salary budget control groups based on approved annualized compensation awards.
 - 5. Departments can automatically move funds if the funds requested to be moved are from Grant funds and the change is allowed by the grantor.
 - 6. Departments can automatically move funds for approved grant matches between Funds Management and Grants Management SAP modules if the transfer results in a zero net impact for the department.
 - 7. Departments can automatically move funds if the funds requested to be moved are from Bond funds and the change is allowed by the bond provisions.
 - 8. PBO in conjunction with the County Auditor's Office can automatically move funds within Bond funds to pay for any required Internal Revenue Service (IRS) arbitrage payments as allowed by bond provisions.
 - 9. Departments can automatically move funds to implement changes among budget control groups related to approved interlocal agreements.
 - 10. Departments can automatically move funds as personnel budget adjustments if a department provides documentation of a change in duty rotation from one fund center to another within its department.
 - 11. Departments can automatically move funds if the transfer of budget is from an operating budget commitment item to 511710, Cellular Allowance, and related Standard Benefit commitment items to implement a cell phone allowance and it complies with the Travis County Wireless Policy (Budget Rule #14).
 - 12. Departments can automatically move funds for an interdepartmental transfer to a centrally budgeted commitment item or so that goods or services may be procured on their behalf.
 - 13. Departments can automatically move funds between departments managed by a single County Executive in accordance with these budget rules.
 - 14. Departments can automatically move funds to correct errors to budget adjustments previously submitted to and approved by Commissioners Court if the Court's intent in approving the transfer is clearly documented and the correction is consistent with that intent.

15. Departments can automatically move funds if Commissioners Court votes to allow the change as an automatic adjustment.
16. Departments can automatically move funds to correct administrative or technical errors.
17. Departments may move funds between centrally budgeted control groups or central commitment items (see Appendix 1) within the same department.
18. Funds budgeted in TNR Emergency Cost Center can be moved back to the General Fund Road and Bridge Cost Center.
19. Funds may be moved between fund centers in the Centralized Utilities budget (Dept. 191) as noted under Budget Rule #18.
20. Departments can move realized savings or unneeded funds from their budgets to the appropriate reserve so that the Commissioners Court could reprioritize these funds for other needs.
- 20-21. Emergency Services can move funding between personnel and operating commitment items within the Centralized Emergency Response Department (195) fund centers as automatics as needed to respond to emergency events.

DISALLOWED BUDGET ADJUSTMENTS

Budget adjustments that involve the following types of actions are not allowed without specific Court Approval.

1. Move funds out of reserve within a fund, excluding Debt Service funds or other funds for arbitrage rebate or arbitrage calculation fee disbursements as established in the exception to Budget Rule #7, unless the Commissioners Court voted to approve the transfer as an automatic budget adjustment.
2. Move budget between funds, excluding Debt Service funds.
3. Use CAR, Certificates of Obligation, State Highway Bonds or Voter Approved Bond funds (See Rule #7):
 - a. To make purchases or execute projects that have not already been approved by the Commissioners Court, or;
 - b. In a manner that is inconsistent with applicable bond covenants or Certificate of Obligation transcripts and the corresponding Official Statements (where applicable).
4. Move funds into or out of CAR fund centers (1xx8xx0001).
5. Move funds out of a budget control group that may have insufficient funding to meet the obligations of the department through the remainder of the fiscal year.
6. Move funds out of a central budget control group or central commitment item not within the same department (see Appendix 2).
7. Move funds into or out of the Wellness Clinic Fund Center in the Employee Health Benefits Fund.
8. Move funds from a Medical Insurance Benefit commitment item (506030) except to another Medical Insurance Benefit commitment item.
9. Move funds from budgeted salary and benefits savings commitment items (504010-504050).
10. Move funds out of "operating transfers" (590000-595999 or 490000-495999) without Commissioners Court approval.

11. Move funds from programs or accounts that have recently received significant additional resources or are recommended to increase significantly in the upcoming fiscal year. Funds may be moved within these programs without Commissioners Court approval, but funds may not be moved from these programs or accounts without Commissioners Court approval.
12. Move funds from the following budget control groups unless specifically allowed by automatic budget adjustments section in Appendix 1.
 - 500010-500020, Salaries-Elected/Appointed Officials
 - 500030-500040, Salaries-County Executives
 - 500050-500065, Salaries-Regular Employees
 - 500090-500100, Salaries-Associate Judges
 - 501010-501035, Salaries-POPS
 - 502010-502017, Overtime and Extra Hours Paid Over 40
 - 502011, Overtime-Shift Differential Pay, Non-POPS
 - 502012, Overtime-Shift Differential Pay, POPS
 - 503010, Longevity Pay-All Employees
 - 503020, Longevity Pay-Prosecutors
 - 503030-503061, Law Enforcement Additional Pay
 - 503090, Performance Pay
 - 506010-506020, 506040-506060, Standard Benefits
 - 511460-511485, Utilities (Except between fund centers within Dept. 191)
 - 511625-511630, Rent-Building & Land
 - 511800, External Placement Prisoners/Juveniles
 - 514000-514999, Court and Law Enforcement Related Expenditures

TRANSFER BUDGET ADJUSTMENTS

Transfers are intra-department budget adjustments that do not meet the criteria for an automatic budget adjustment outlined in Budget Rule #5. If PBO concurs with these items, PBO places them on the Commissioners Court agenda as Transfers. If PBO does not concur or if there are issues that need to be discussed with Commissioners Court, PBO places the budget adjustment on the Commissioners Court agenda as a Discussion Item.

Transfer budget adjustments also include modifications to the adopted capital projects and purchases list regardless of the need to move the funds to another account.

AMENDMENT BUDGET ADJUSTMENTS

Amendments are budget adjustments that move funds from any reserve account to a department expenditure commitment item or between departments.

If PBO concurs with these items, PBO places them on the Commissioners Court agenda as Amendments. If not, or if there are issues that need to be discussed with Commissioners Court, PBO places the budget adjustment on the Commissioners Court agenda as a Discussion item.

DISCUSSION BUDGET ADJUSTMENTS

Budget adjustments become discussion items on the Commissioners Court agenda when PBO determines that the request warrants further consideration. These items could originate as Automatic, Transfer, or Amendment budget adjustments. Typically, these are items with which PBO does not concur.

Discussion items may have any of the following characteristics:

- Appear to be a programmatic change not consistent with Court policy;
- Warrant further consideration due to the Department's or County's financial condition;
- Raise issues that may need additional programmatic or policy review before a decision is made; and/or
- Appear to set a precedent that may have long-term or significant impacts on the County.

NEW BUDGET ADJUSTMENTS

A department must request Commissioners Court approval of budget adjustments that establish a new budget for new revenue that is not included in the Adopted Budget. New budget adjustments submitted by a department that establish a new revenue and new expenditure budget must also include a completed Revenue Certification Request and Certification Form. The form is available through the SAP HelpDesk/Forms tab under Budget Forms. The new budget established must be budgeted in its own fund or include an Internal Order (I/O) or Work Breakdown Structure (WBS) to ensure that the expenditure budget can be separately identified.

Grants: Commissioners Court approval for a new budget related to a grant is handled through the approval process for the grant contract discussed in Appendix 3.

Note: There is one exception to this rule. If the new budget being established is for a multi-year grant and Commissioners Court does not approve the budget through the grant approval process on an annual basis, the establishment of the new budget must be approved by Commissioners Court as part of budget amendments and transfers.

Intergovernmental Contracts: New Budget adjustments establishing a new revenue and new expenditure budget must include as an electronic attachment the date and agenda item number under which Commissioners Court approved the intergovernmental contract.

New Source of Unanticipated Revenue (e.g., Donations): New budget adjustments establishing a new revenue and new expenditure budget must include as an electronic attachment the date and agenda item number under which Commissioners Court approved the acceptance of the new source of unanticipated revenue (e.g., donation), along with a summary of any restrictions to the expenditures of the revenue. The new budget established must include an (I/O) to ensure that the expenditure budget can be separately identified.

OTHER BUDGET ADJUSTMENTS

Other budget adjustments include the creation of or change in the number of Permanent FTEs or Special Project Worker positions in a department, regardless of the need to move or augment the budget. In addition, other budget adjustments include the movement of positions from any grant fund to the General Fund or Special Funds, even if such a change can be internally funded.

Any other issues related to budget that PBO believes should be considered by the Commissioners Court which do not fall within the automatic, transfer, amendment, discussion, or new categories are placed under Other Budget Adjustments.

APPENDIX #2: CENTRAL ACCOUNTS

Centrally Budgeted Accounts are set up for expenditures that are budgeted in one support department instead of being allocated to each user department. The following departments/fund centers/commitment items are generally centrally budgeted in SAP but are included for illustrative purposes only. PBO budget analysts can assist departments with questions.

- 1110030001 – HRMD – Staffing and Recruitment
 - 513010 – Background Check Services
 - 513070 – Tuition Reimbursement
- 1110050001 – HRMD Safety/Loss Prevention
 - 510210 – Office Furniture
 - 511530 – Building Repairs and Maintenance
 - 511120 – Other Medical Services
- 1120020001 – Technology and Operations – Administration
 - 511550 – Hardware/Software Maintenance
 - 511640 – Rent - EDP Equipment/Software
 - 511671 – Cloud Based Subscription Services
 - 530025 – SBITA Principal (long-term IT subscriptions)
- 1120040001 – Technology and Operations – Network Support Services
 - 511630 – Rent/Rent – Land & Buildings
 - 511740 – Communication - Trunk Lines
- 1120420001 – Technology and Operations – Copiers/Central Repairs
 - 510220 – Office Supplies (paper)
 - 511650 – Rent Office Equipment (copier rental and extra copies)
 - 530023 – Lease Principal (long-term copier rental)
- 1120450001 – Technology and Operations – Records Consulting
 - 511900 – Other Services (offsite storage)
- 1120480001 – Technology and Operations - Mail
 - 511730 – Postal/Freight Services Out (postage)

1150010001 – Purchasing Office – Administration

511680 – Advertising/Public Notification Services

511681 – Legally Required Advertising

1150020001 – Purchasing Office – Fixed Assets

511900 – Other Services (Auction Commissions)

1370120001 – Sheriff – Administration and Support

514150 – Extradition Related Travel

1470010001 – Emergency Services – Tech & Communications

511570 – Radios/TV Communication Repairs & Maintenance

1490350001/1490350145 – Transportation and Natural Resources/County Fleet Maintenance

511900 – Other Services (offsite storage)

190xxxxxxx – Centralized Computer Services

191xxxxxxx – Centralized Rent & Utilities, Buildings and Land

195xxxxxxx- Centralized Emergency Response

CONTACT LIST FOR CENTRALLY BUDGETED ACCOUNTS

<i>Type of Expenditure</i>	<i>Department</i>	<i>Contact #</i>
Background Checks	Human Resources Management Department	854-4821
Ergonomic Improvements	Human Resources Management Department	854-9586
Emergency Response	Emergency Services	854-4885
Communications Trunk and Computer Repairs	Technology & Operations – Enterprise Infrastructure Systems Division	854-9175
Radio Repairs	Emergency Services	854-4855
Utilities, Rent, and Building Repairs	Facilities Management Department	854- 9500 9661
Advertising, Auction Commissions	Purchasing	854-9916
Extradition	Sheriff's Office	854-4474
Vehicle Fuel or Repairs	Transportation & Natural Resources	854-4658
Paper, Printing, Records Storage, Records Management Consulting, Imaging Services, Postage	Technology & Operations – Records Management Division	854-9575

APPENDIX #3: GRANTS

The coordination of Travis County's grant-seeking activities has transitioned to Grants Administration within General Administration as of FY 2025. This includes the processing of grant applications, contracts, permissions to continue, and other grant items on the Commissioners Court agenda. ~~This appendix includes new processes for regular grant application and award receipt, Community Project Funding requests, and requests for Letters of Support.~~ Grants Administration will place items on the Commissioners Court agenda and will track the applications for the County. Grants from public or private sources received during the fiscal year are budgeted by the Commissioners Court upon certification of the revenue by the County Auditor. PBO, the County Attorney's Office, and the County Auditor's Office will continue to have key roles in the review process. Any grant-related item or grant-funded project that requires Commissioners Court approval must be coordinated through Grants Administration and comply with the following grant rules: the Grants Policy found in Title 1, Subtitle 2, Chapter 26 of the Travis County Code. Additional guidelines regarding grant-related budget adjustments, personnel actions, reimbursements, or equipment are found below.

FY 2026 GRANT APPLICATION PROCEDURE

1. Eligibility Determination

- a. ~~Grants Administration, in consultation with the County Attorney's Office, determines whether Travis County meets the eligibility requirements to apply for grants.~~
- b. ~~Departments may only submit applications for which Grants Administration has affirmed Travis County meets the eligibility requirements to apply.~~

2. Capacity Determination

- a. ~~It is in the interest of the Travis County Commissioners Court that Departments apply for only those grants that the Department expects to administer with either existing resources or resources available through the grant. Capacity considerations should include:~~
 - i. ~~Time and effort needed for County Auditor staff to:~~
 - 1. ~~Review invoices and time sheets.~~
 - 2. ~~Disburse funds.~~
 - 3. ~~Review and reclass expenditures.~~
 - 4. ~~Submit financial reports.~~
 - 5. ~~Perform risk assessments, site visits, or desk audits.~~
 - ii. ~~Time and effort needed for County Attorney staff to draft contracts or subawards in compliance with applicable statutes.~~
 - iii. ~~Time and effort needed for Purchasing staff to complete competitive procurements in compliance with applicable statutes.~~
 - iv. ~~Time and effort needed for Department staff to:~~
 - 1. ~~Review invoices.~~
 - 2. ~~Certify work completed.~~

- ~~3.—Manage personnel or contracts.~~
- ~~4.—Collect and evaluate performance data.~~
- ~~5.—Brief Commissioners Court and executives on performance.~~

- ~~b.—Departments may consult with Grants Administration on their capacity to meet the requirements of the grant noted elsewhere in this Chapter prior to submission of a Letter of Intent to Grants Administration.~~

~~3.—Letter of Intent~~

- ~~a.—Departments must submit a Letter of Intent to Grants Administration to receive approval to apply for a grant. The Letter of Intent must include:~~
- ~~b.—Goals of the grant program.~~
- ~~c.—Problem to be addressed that is responsive to subsection (i).~~
- ~~d.—Project or program proposed that addresses subsection (ii).~~
- ~~e.—Population impacted by subsection (iii).~~
- ~~f.—Eligibility requirements for beneficiaries to participate in subsection (iii).~~
- ~~g.—Activities required beyond the performance period.~~
- ~~h.—Existing or planned activities that align or are impacted by subsection (iii).~~
- ~~i.—Types of expenditures made in completing subsection (iii).~~
- ~~j.—Match funding required and the amount.~~
- ~~k.—Signature of the Elected or Appointed Official overseeing the Department.~~
- ~~l.—Signature of the Financial Manager for the Department.~~
- ~~m.—Departments must work with Grants Administration to finalize the proposal in the Letter of Intent based on the administration requirements it may entail.~~
- ~~i.—If Departments adjust the proposal within the Letter of Intent, Grants Administration may require it be re-signed and resubmitted for review under subsection (b).~~
- ~~n.—Grants Administration must complete a Grant Summary Sheet for the application, which includes:~~
 - ~~i.—Type of Commissioners Court action.~~
 - ~~ii.—Fund Center where grant funds will be budgeted.~~
 - ~~iii.—Name of the grant.~~
 - ~~iv.—Name of the grantor.~~
 - ~~v.—Assistance Listing Number for the grant, if applicable.~~
 - ~~vi.—Whether the grant is provided via pass-through entity.~~
 - ~~vii.—Performance period for the grant.~~
 - ~~viii.—Budget amounts by category (personnel, operating, capital, and indirect costs).~~
 - ~~ix.—Budget amounts by source (grant funds, cost share contribution, in-kind contribution).~~
 - ~~x.—The number of FTEs funded as part of the project by source (grant funds, cost share contribution, in-kind contribution).~~

- xi. ~~Source of cost share or in-kind contribution, if applicable.~~
- o. ~~Whether the services provided through the project must, or are expected to be, continued beyond the performance period of the grant.~~
- p. ~~Grants Administration submits the signed Letter of Intent, the Grant Summary Sheet, solicitation documents, the Grantor's terms and conditions, certifications or assurances that must be made on application to the following Departments for review:~~
 - i. ~~County Attorney's Office, who affirms in writing that Travis County can sign the certifications or assurances and comply with the terms and conditions.~~
 - ii. ~~County Auditor's Office, who affirms in writing that Travis County can meet the financial management and reporting requirements of the grant.~~
 - iii. ~~Planning and Budget Office, who recommends in writing whether to apply or not apply for the grant based on the long term fiscal impact to Travis County.~~
- q. ~~Applications will not be approved for submission until the requirements in subsections (d)(i) (ii) are affirmed by the responsible entity.~~
- r. ~~If Grants Administration receives multiple Letters of Intent at least 21 days prior to the application deadline, Grants Administration may convene a meeting of the interested departments to discuss the proposals.~~

4. ~~Commissioners Court Approval~~

- a. ~~All proposals must be approved by a vote of the Travis County Commissioners Court before being submitted to grantors.~~
- b. ~~Grants Administration must create an agenda item at the earliest available Commissioners Court meeting following the reviews stipulated in subsection (3)(b). The agenda item must contain as backup:~~
 - i. ~~The Letter of Intent from subsection (a).~~
 - ii. ~~The Grant Summary Sheet from subsection (c) that includes the written affirmations or recommendations from subsection (d) and the written recommendation of Grants Administration to apply or not apply to the grant with the attached proposal.~~
- c. ~~If Grants Administration receives multiple Letters of Intent, Grants Administration must include as part of the agenda item's backup the documents under subsection (b) for each proposal. If only one application can be submitted on behalf of Travis County, Grants Administration will recommend only one proposal for Commissioners Court approval and the item will not be considered on consent by Commissioners Court.~~
- d. ~~Travis County Commissioners Court may approve by vote the proposal and subsequently authorize Grants Administration submit the full application given that the full application:~~
 - i. ~~Details a project that aligns with the proposal outlined in the Letter of Intent and approved by Commissioners Court.~~
 - ii. ~~Includes all the documents required by the grantor for submission.~~
 - iii. ~~Meets the policy and administrative requirements detailed in this Chapter.~~

5. ~~Official Submission~~

- a. ~~Departments must submit all documents required by the grantor for submission to Grants Administration, who will act as the official recordkeeper of submitted applications.~~

- b. ~~If the requirements under subsections (4)(d)(i)–(iii) are met, Grants Administration must submit the application through official channels and sign on behalf of the Authorizing Official, the County Judge.~~

~~FY 2026 GRANT AGREEMENT APPROVAL~~

~~1. Notice of Award~~

- a. ~~Grants Administration serves as the point of contact for grant application notices.~~
- b. ~~Grants Administration must inform the following departments on notice of an award or denial:~~
 - i. ~~Department that submitted the Letter of Intent~~
 - ii. ~~County Auditor's Office~~
 - iii. ~~County Attorney's Office~~
 - iv. ~~Planning and Budget Office~~
- c. ~~Grants Administration must maintain a report of outstanding grant applications and any current fiscal year grant awards or denials that must be provided to the Travis County Commissioners Court as part of the backup for an application or modification.~~

~~2. Approval of Grant Agreements~~

- a. ~~Grants Administration negotiates grant agreements in consultation with the Department that submitted the Letter of Intent, the County Attorney's Office, and the County Auditor's Office.~~
- b. ~~Grant agreements that require the signature of the Authorizing Official require approval from the Travis County Commissioners Court. Grants Administration must place an item on the next available Commissioners Court agenda for approval of the grant agreement following negotiation so long as:~~
 - i. ~~The County Attorney's Office provides written approval of the negotiated agreement.~~
 - ii. ~~The County Auditor's Office provides written approval of the negotiated agreement.~~
- c. ~~If the scope of work within the agreement does not align with the project design in the Letter of Intent and approved by Commissioners Court, the applying Department must submit a Letter of Intent in alignment with the agreement through the same process as in the Grant Application Procedure above.~~

~~Following a signed agreement, Grants Administration must submit the executed grant award to the County Auditor's Office who certifies revenue.~~

~~FY 2026 COMMUNITY PROJECT FUNDING PROCEDURE~~

~~1. Findings:~~

- a. ~~Travis County occasionally can submit projects for consideration through Community Project Funding established by the U.S. House of Representatives for funding specific projects through the federal appropriations process.~~
- b. ~~It is in the interest of the Travis County Commissioners Court to have a centralized process for submitting projects to members of Travis County's federal congressional delegation.~~

~~2. Initial Solicitation~~

- a. ~~When it is anticipated that the U.S. House of Representatives will solicit projects for Community Project Funding, the Grants Administration division will solicit projects in October of that year to submit during the upcoming budget cycle.~~

3. ~~Project Selection~~

- a. ~~In selecting projects for submission under Community Project Funding, Grants Administration may choose one project for each member of Travis County's federal congressional delegation based on the project's geographic scope and priorities detailed by the federal congressional member.~~
- b. ~~Grants Administration must follow the Grant Application Procedure noted above to receive Commissioners Court approval to submit selected projects.~~

4. ~~Official Submission following Funding Decision~~

- a. ~~Grants Administration must assist Departments with creating the documentation necessary to submit a grant application to "Invited to Apply" solicitations created following the passage of the congressional budget with Travis County selected projects included.~~
- b. ~~If Commissioners Court approved the project selected under subsection (3) above, Grants Administration must submit the application through official channels and sign on behalf of the Authorizing Official, the County Judge.~~
- c. ~~Grants Administration must receive written affirmations from the County Auditor's Office and the County Attorney's Office before officially submitting the application.~~

FY 2026 LETTERS OF SUPPORT PROCEDURE

1. ~~Findings~~

- a. ~~Travis County receives requests from external organizations for letters of support or to partner on grant application submissions.~~
- b. ~~It is in the interest of the Travis County Commissioners Court to have a centralized process for receiving and evaluating a letter of support for external organizations.~~

2. ~~Approval Procedure~~

- a. ~~External organizations must submit requests for letters of support directly to Grants Administration to receive consideration by Travis County Commissioners Court.~~
- b. ~~External organizations must provide information about their project to Grants Administration, including:~~
 - i. ~~Goals of the grant program.~~
 - ii. ~~Problem to be addressed that is responsive to subsection (i).~~
 - iii. ~~Project or program proposed that addresses subsection (ii).~~
 - iv. ~~Population impacted by subsection (iii).~~
 - v. ~~Eligibility requirements for beneficiaries to participate in subsection (iii).~~
 - vi. ~~Requirements that Travis County participate in the implementation of the project detailed in subsection (iii).~~
- c. ~~The project to be supported by Travis County must meet the following requirements:~~
 - i. ~~The project must align with a Travis County Department's mission statement.~~

- ii. ~~The project must be supported by the Travis County Department in subsection (i).~~
- iii. ~~The project must be supported by a member of the Travis County Commissioners Court.~~
- d. ~~If a project meets the requirements of subsection (c) above, Grants Administration must place the letter of support on the next available Commissioners Court agenda for approval by Commissioners Court.~~

~~SUPPORT DEPARTMENTS INVOLVED WITH THE GRANT PROCESS~~

- ~~Purchasing: Grant purchases are not exempt from County purchasing laws. Departments must coordinate with the Purchasing Office when procuring either services or commodities using grant funds. In addition to County purchasing laws, purchases must comply with all applicable federal or state laws and contractual restrictions required in the grant.~~
- ~~Human Resources: All positions requested as part of a grant must be identified using the existing job titles. If a proposed grant position does not exist within the existing job titles contact Human Resources early in the process so a classification, with pay grade, can be developed for the new position.~~
- ~~Facilities Management: If the grant includes new FTEs, contact Facilities Management to ensure that there is sufficient space for the additional personnel. If space is not available, Facilities Management develops an estimate of the cost necessary to accommodate the additional personnel.~~
- ~~Technology & Operations (TOPS): TOPS develops the costs necessary to accommodate the technology needs of additional personnel. Also, if the request has a significant technology cost, TOPS should be contacted to develop costs to accommodate the grant needs. These needs may not be obvious; for example, a grant to purchase digital video equipment requires significant additional electronic storage, which must be accommodated.~~
- ~~County Clerk's Office: The County Clerk serves as the Clerk of the Commissioners Court. With many granting entities transitioning to an electronic process for managing their grant programs, the certified minutes of the Commissioners Court vote on the grant agenda item (including the grant backup) serves as the official record of the Court's action on the grant item (including a grant contract). If any signature or other action is needed after the Commissioners Court's approval of a grant item, the requesting department must submit a copy of the signed or otherwise changed document to the Clerk's Office. Only minor typographical or scrivener's corrections may be made to non-contract documents without additional Commissioners Court approval.~~

~~Departments are strongly encouraged to contact support departments early in the development of a new grant application to discuss the application and potential issues.~~

~~PERMISSIONS TO CONTINUE~~

~~A Permission to Continue (PTC) is a request to continue a grant funded program until a contract to renew the existing program can be fully executed. If a contract has not been signed prior to the effective end date of the grant and grant employees are requested to continue on the payroll, departments must submit a PTC request. PTC applies only to the renewal of grants that have been received in previous years, and for which verbal assurance of continuation from the grantor has been received. Permissions to Continue:~~

- ~~Require a memo from the department, submitted to Grants Administration, PBO, and the County Auditor;~~
- ~~Are allowed for up to three months;~~
- ~~Are for personnel costs or critical operating costs such as direct service delivery costs;~~

- ~~Must be for personnel or critical operating costs that qualify for reimbursement under the delayed grant; and~~
- ~~Must be approved by Commissioners Court prior to the end of the existing grant, generally at least two weeks prior to the grant's end date.~~

~~Grants Administration will coordinate placing the PTC on the agenda, including the proposed budget amount. A budget adjustment related to a Commissioners Court approved Permission to Continue is processed as an automatic budget adjustment, unless Grants Administration, the County Auditor, and PBO determine that it merits further Commissioners Court review. For PTCs that cross fiscal years, the budget adjustment establishing the funding amount must equal the approved budget listed in backup documentation presented to Commissioners Court.~~

~~GRANT MODIFICATION APPROVAL~~

~~Changes to dates, amounts or other minor modifications that require Commissioners Court approval (signature) follow the same procedure as original grant contract approval.~~

~~PERFORMANCE MEASURES~~

~~All grants should have performance measures, including relevant outcome measures. This includes a narrative description of the outcome impact to the program. This information is stated on the grant summary sheet.~~

~~These measures should reflect the current activity of the department in the area where grant assistance is requested and the expected impact of the grant on the department's activities. If the grant is for a new program, performance measures should be supplied for the new program. If the grant is a renewal of an existing grant, departments should show the actual performance of the last complete grant cycle, the projected performance of the current grant and the projected performance of the current grant proposal.~~

~~Departments are expected to report performance measures and update information annually during the contract term.~~

~~GRANT RESPONSIBILITY~~

~~Grants that involve multiple County departments need a single person to be responsible for the daily administration and management of the grant. Contact information for that person must be noted in the Grant Application Letter of Intent.~~

~~INDIRECT COSTS~~

~~The Commissioners Court has adopted an indirect cost plan that includes an indirect cost rate for each department. All grant applications should request some indirect cost amount as part of any grant application, up to the rate included in the plan. The requirement to include an indirect cost rate as part of an application may be waived annually if:~~

- ~~The total amount requested, without including indirect costs is less than \$50,000.~~
- ~~If a department can provide evidence that including an indirect cost rate will result in rejection of a grant application.~~

~~See Appendix #4, item J, for the approved indirect cost rate for most departments. This information is updated during the year and PBO notifies the departments of any changes. If your department is not listed in the Appendix, please contact your PBO Analyst.~~

~~REVENUE CERTIFICATION AND BUDGET CREATION~~

~~Once the contract has been signed by all parties, the department must:~~

- ~~• Forward the originals of the signed contract to the County Clerk and the grantor.~~
- ~~• Submit a copy of the fully executed contract to the County Attorney's Office, the County Auditor's Office, and the Purchasing Office.~~

~~The County Auditor certifies revenue upon receipt of the fully executed contract.~~

~~New grant budgets are processed as automatic budget adjustments after Commissioners Court approves the contract and the grant budget and the County Auditor certifies the revenue. For documentation purposes, a copy of the revenue certification memo from the County Auditor should be attached to the budget adjustment.~~

GRANT BUDGET ADJUSTMENTS

- All budget adjustments must comply with the grantor's requirements.
- Any budget adjustments requiring prior grantor approval are not processed until that approval is received.
- If a grantor de-obligates funding or a portion of funding before the end of the grant, a budget adjustment must immediately be sent to PBO reducing each applicable revenue and expenditure commitment item.
- If changes are required to be approved by Commissioners Court, the change must also follow the same procedure as grant modifications. For example, if the new budget is being established for a multi-year grant and Commissioners Court does not approve the budget through the annual grant approval process, the establishment of the new budget must be approved by Commissioners Court as part of budget amendments and transfers.
- Budget is not transferred from a grant to another department for purchase of any items, including to Technology and Operations (TOPS) or software licenses and phone lines. Expenses are reclassified against the grant for applicable expenditures with the proper supporting documents.
- Budget adjustment types "Supplement" and "Return" should include documentation regarding the nature of the requested action and the date, if any, when Commissioners Court approved the grant change.
- Some grants require upfront expenditures from the general fund that are later reclassified to the grant, which releases available funding back to the general fund. If this process crosses fiscal years, the general fund dollars should be returned to the applicable reserve. This transaction may be processed as an automatic budget adjustment in collaboration with PBO and the County Auditor's Office.

PBO also has the discretion to place a budget adjustment that would otherwise be automatic on the Commissioners Court agenda for approval.

PERSONNEL ACTIONS IN GRANTS

Unless otherwise specified, departments are expected to absorb the cost of personnel changes within the grant.

Departments with grant positions should confirm with the County Auditor's Grant Personnel that grant resources are available for the starting salaries and salary adjustments for grant positions. This confirmation should be noted as part of the personnel action in SAP.

If there is insufficient budget in a grant to support the continued funding of position(s) and there is no other flexibility available in the grant budget, the department may not move the position(s) from the grant fund to the General Fund or other

Special Fund without prior consultation with PBO and approval by the Commissioners Court. This applies even if the department has sufficient internal resources in the General Fund or other Special Fund to accommodate such a move.

AUTHORIZATION FOR REIMBURSED GRANTS

Many of the grants received by the County require expenditures of County funds until those expenditures are accepted and reimbursed by the grantor.

- Expenditures funded from grant funds not permitted under the General Fund require a written letter of approval/authorization from the grantor.
- All expenditures for reimbursable grants approved by the Commissioners Court and for which revenue has been certified by the County Auditor are authorized until grant funds are available for reimbursement. Departments should request an advance payment rather than agree to a reimbursement arrangement whenever possible.

VEHICLES AND OTHER EQUIPMENT FUNDED THROUGH GRANT FUNDS

Vehicles Funded through Grant Funds

If a department plans to purchase a vehicle using grant funds, all the associated costs for the vehicle, such as fuel and maintenance, need to be covered by the grant. If the grant does not cover these costs, the department should allocate internal non-grant resources to TNR Fleet Services to fund the fuel and maintenance and any other applicable cost.

Any additional funding requests for fuel and maintenance should be coordinated with the approval of the grantor.

Vehicles purchased with grant funds are not automatically added to the County's vehicle fleet. The department must specifically request that the vehicle be added to the fleet as part of its annual budget submission and include sufficient justification for the request.

Computer Equipment Funded through Grant Funds

Computer and related IT equipment (desktop computers, laptops, mobile data computers) purchased with grant funds are not automatically eligible for replacement under the County's computer replacement policy. The department must specifically request that the equipment be added to the replacement list as part of its annual budget submission and include sufficient justification for the request.

Software Licenses and Phone Lines

If a department plans to charge software licenses or telephone lines to a grant, these charges must be supported by independent, third-party invoices which clearly indicate the purchase and usage during the grant period. Internal documentation from the Technology and Operations department is not accepted.

If the proper documentation cannot be produced to support these costs, the department should allocate non-grant resources to Technology and Operations to fund the software licenses and phone lines. Any additional funding requests for software licenses and phone lines should be coordinated with the approval of the grantor.

ONLINE MANAGEMENT OF GRANTS

~~PBO has historically been authorized to act on behalf of the authorized official for approving or modifying grants in online systems utilized by grantors for approvals or modifications to grants. As Grants Administration takes on additional responsibilities related to grant application and management, the administration of these online systems will transition from PBO to Grants Administration.~~

~~Grants Administration is authorized to act on behalf of the authorized official for approving or modifying grants in the following circumstances:~~

- ~~• The grant authorized official is a member of the Commissioners Court;~~
- ~~• The grant contract/application has been approved by Commissioners Court;~~
- ~~• The change does not significantly change the scope of service of the grant from what was approved by Commissioners Court.~~

~~GRANT CLOSE-OUT~~

~~The Auditor's Office frequently is required to enter the final grant close-out documents. The Auditor's Office is authorized to submit documents to the grantor, including final Financial Status Reports, which results in the de-obligation of the remaining funds in a grant.~~

~~RATIFICATION~~

~~In the rare instance when Commissioners Court action on a grant item cannot be taken within a critical legal deadline, Grants Administration, the County Attorney's Office, the County Auditor's Office, and PBO may work with the department to take a professionally and legally prudent action to meet the deadline with the Commissioners Court ratifying the action as soon as possible after the fact.~~

APPENDIX #4: ADDITIONAL GUIDANCE

A. TAX REFUNDS

The County Auditor automatically debits contra-revenue commitment items (General Fund and Debt Service) to refund current and prior year tax appeals of appraised values. Interest refunds for prior year taxes are paid from a budgeted commitment item in General Administration.

The Tax Assessor Collector calculates the expenditure requirements for tax refunds.

B. CONTINGENT LIABILITIES

The County Auditor has the authority to record contingent liabilities in accordance with Generally Accepted Accounting Principles to accurately reflect the financial position of the County. The Commissioners Court, County Attorney, Risk Manager, and other elected or appointed officials should notify the County Auditor in a timely manner of any potential contingent liabilities affecting any of the County funds on the County's financial records. The County Auditor notifies the Commissioners Court, the County Attorney and, where applicable, the Risk Manager, of significant contingent liabilities that are recorded on the County's financial records.

C. INTERFUND TRANSFERS

Interfund transfers are movements of money between budgetary funds. Those that are adopted in the budget process are summarized in the Budget Recapitulation as "Other Financing Sources." The transfers are subject to the following rules:

- The County Auditor may make "transfers in" to the funds controlled by Commissioners Court from non-budgetary government funds that are at the discretion of elected officials, the Corporations' Boards of Directors, or the State of Texas (i.e., CAPSO, DAPSO, CSCD, etc.) as directed by the appropriate official.
- The County Auditor may only make "transfers out" of funds if approved by Commissioners Court (budgetary funds), except for debt service funds or approved by the responsible official (non-budgetary discretionary funds).
- The County Auditor transfers monies to the Special Funds for the full budgeted amount at the beginning of the fiscal year, unless otherwise specifically notified by PBO. If a calculation of the transfer must be made during the fiscal year, PBO performs the calculation and provides the County Auditor the amount to be transferred.
- The transfer is limited to funds available in the transferring fund. If funds are not available in the transferring fund, a transfer is made only up to the amount of available funds. If the receiving fund is at a deficit, the County Auditor, after review and approval by PBO, is authorized to transfer in a sufficient amount to cover the deficit up to the budgeted amount.

D. JURY SEQUESTRATION OR SECLUSION IN COURT CASES

If a jury is sequestered, the County Treasurer and County Auditor are authorized to advance the cost of sequestering in the amount ordered by the sequestering Judge to secure lodging and/or meals. The amount expended for lodging shall follow the guidelines approved by Commissioners Court covering travel reimbursement for County employees. The amount expended for food shall follow the guidelines provided in the Travis County [Non-Travel Meals and Related Expenditures Policy](#). The need for jury sequestration may occur after the normal business hours of the County and without sufficient time to call an emergency session of the Commissioners Court. The normal procedures for claims processing may be adjusted accordingly.

Similar allowances for food purchases can be made for an impaneled jury in rare situations where safety concerns, extreme weather conditions, or unusual circumstances of a case may require a jury to refrain from leaving the Court facility for meals or otherwise preclude jury members from safely procuring meals during a case, as deemed necessary and documented by a district or county court at law judge. Such documentation may be used for a claim which may be processed in advance through the Auditor's Office and/or Purchasing Office or may be used to seek reimbursement.

E. PERFORMANCE BASED PAY AND EMPLOYEE RECOGNITION

The Performance Based Pay (PBP) system is a mechanism for providing financial compensation for outstanding performance, and achievement. Departments award PBP consistent with the policies, processes and guidelines established by the Commissioners Court.

F. EMPLOYEE RECOGNITION

If a department has funds in an employee recognition commitment item, the recognition expense is not to exceed \$100 per employee annually and is exclusive of taxes departments may incur. The recognition expense should be limited to the cost of a plaque including engraving, lapel pins, or other token of recognition. The "token of appreciation recognition" should not be items intended for the entire department.

Items for recognition may be taxable to the employee. Before proceeding, consult the Travis County Fringe Benefit Policy, applicable IRS guidelines, and the County Auditor's Office guidelines to ensure the taxable status can be determined.

Food, refreshments, decorations, entertainment or other expenses associated with a ceremony, reception or dinner are not allowable expenses.

G. FOOD AND BEVERAGE

In most circumstances, departments may not expend County funds to provide food and beverages at meetings, training for County staff, retreats or other types of training. This does not apply under the following scenarios:

- The expense is permissible under another budget rule or policy.
- The expense is grant allowable.
- The County is utilizing volunteers (non-County employees) for a governmental purpose and the event is outside of normal working hours and is expected to last more than two hours, an office/department may purchase food and beverages for the volunteers totaling no more than \$15 per person. Any purchase of food should be approved by the department head and utilize existing resources within the department.

Any other purchase of food and beverages must comply with the Travis County [Non-Travel Meals and Related Expenditures Policy](#). In accordance with this policy, departments must complete the Travis County Food Purchase Documentation Form (FP-1) and submit it to the Auditor's Office to determine the compliancy of the purchase. Once evaluated and signed by the Auditor's Office, the form must then be submitted to PBO to be placed on the Commissioners Court agenda as part of Budget Amendments and Transfers (BATs) by the requesting department to for Commissioners Court for approval. Funds should be transferred and expended against Commitment Item 513069 (Department Meals/Food).

H. KITCHEN APPLIANCES AND EQUIPMENT

The purchase of a refrigerator, microwave, tea kettle, or coffee maker (non-Keurig or specialty coffee machines) for County Offices and Departments are allowed. No other kitchen appliances will be automatically approved for purchase. If an Office or Department would like to purchase other items for their workspace, they must submit an item to PBO to be placed on the Commissioners Court agenda as part of Budget Amendments and Transfers (BATs) for approval. ~~Commissioners Court for approval.~~

Appliances and equipment for breakrooms, kitchens and communal spaces in county-owned buildings are not centrally maintained and is the responsibility of the purchasing office or department. In addition, audiovisual equipment is the responsibility of each department and is not centrally budgeted. Facilities Management Department may purchase refrigerators and other large items during a ground-up construction project, however FMD does not have a maintenance or replacement budget for such items. Offices and departments should plan for such equipment within their internal budgets or request it within annual budget submissions. When installing new break room water filtration systems and ice makers, offices and departments are required to use metal water lines and may enter a work order with FMD to ensure the items are correctly installed.

I. PURCHASE OF CLOTHING THAT MAY BE A TAXABLE BENEFIT

In Publication 5138, the IRS requires that clothing purchased for an employee is considered as part of ~~their~~ his/her wages unless the clothing is specifically required as a condition of employment and is not worn or adaptable to general usage as

ordinary clothing. Distinctive clothing outside of necessary uniforms must still be intended for official County business or for practical purposes, i.e. safety or security as per IRS guidelines found in the IRS ["Fringe Benefit Guide"](#) (p. 44).

Clothing purchases may be taxable to the employee. Before proceeding, please refer to the Travis County Taxable Fringe Benefit Policy and consult the County Auditor's Office to ensure the taxable status.

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J. COUNTY BENEFITS

Fringe benefits of departments are budgeted based on the calculated costs of each benefit. The current benefit calculation rates as of October 1, ~~2025~~2026, are shown below.

Base Salary	Formula
FICA OASDI (506010)	Base Salary (up to \$ 176,184,500,100) x 0.062*
FICA Medicare (506020)	Base Salary x 0.0145
Medical Insurance (506030)	Months on Payroll x \$1, 146 237
Life Insurance (506040)	Months on Payroll x \$8.25
Retirement (506055)	Base Salary (Up to \$300,000) x 0.1765
Workers Compensation Insurance (506060)	Base Salary x "WCI Rate" shown below

*The FICA limit of \$~~176,184,500,100~~ is used for budget purposes derived from the Social Security Administration's (SSA) ~~2025-2026~~ rate. The cap has not yet been set by the IRS for calendar year ~~2026~~2027.

Job Description	"WCI Rate"
Printing	0.0124
Insulation Work & Drivers	0.0367
Road Employees - Paving	0.0437
Road Maint Mgmt Personnel	0.0056
Drivers	0.0297
Airport, Helicopter Operations	0.0133
Law Enforcement, Ambulance	0.0155
Auto Mechanics	0.0128
Engineers, Surveyors	0.0018
Clerical	0.0016
Clinical Professionals	0.0019
Hospital Professional & Clerk	0.0048
Building Maintenance & Janitor	0.0188
Parks & Recreation	0.0208

K. INDIRECT COST RATES

Below is the list of indirect cost rates for each department to use when applying for grants in FY ~~2026-2027~~ based on County expenditures from FY ~~2024~~2025. Departments should use the Composite Travis County Rate when negotiating new ~~revenue generating~~revenue-generating contracts to provide services for another governmental entity.

TO BE INSERTED AT A LATER DATE

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Number	Department Name	Calculated Rate
101	County Judge	278.46%
102	Commissioner—Precinct 1	71.46%
103	Commissioner—Precinct 2	63.45%
104	Commissioner—Precinct 3	59.20%
105	Commissioner—Precinct 4	68.15%
108	Tax Assessor—Collector	54.36%
109	Planning & Budget	71.33%
116	Veterans Services	24.81%
117	Historical Commission	291.88%
119	County Attorney	19.04%
120	County Clerk	35.73%
121	District Clerk	49.26%
122	Civil Courts	37.03%
123	District Attorney	22.21%
124	Criminal Courts	27.32%
125	Probate Courts	21.89%
126	Justice of Peace—Precinct 1	42.77%
127	Justice of Peace—Precinct 2	37.17%
128	Justice of Peace—Precinct 3	37.41%
129	Justice of Peace—Precinct 4	34.67%
130	Justice of Peace—Precinct 5	78.52%
131	Constable—Precinct 1	22.50%
132	Constable—Precinct 2	29.37%
133	Constable—Precinct 3	29.07%
134	Constable—Precinct 4	27.27%
135	Constable—Precinct 5	26.62%
136	Dispute Resolution Center	199.24%
137	Sheriff's Office	17.82%
138	Medical Examiner	30.56%
139	Community Supervision & Corrections	57.57%
140	Counseling and Education Services	42.77%
142	Pretrial Services	23.27%
144	Public Defender's Office	24.77%
145	Juvenile Probation	23.87%
147	Emergency Services	18.30%
149	Transportation & Natural Resources	28.15%
154	Civil Service Commission	33.36%
155	Innovative Justice & Program Analysis	67.65%
158	Health & Human Services & AgriLife Extension	19.13%
159	Emergency Medical Services	5.52%
112	Self-Insurance Fund (8955)	2.71%
111	Employee Health Benefits Fund(8956)	1.94%
	Composite Travis County Rate	21.69%

L. PEACE OFFICER PAY SCALE (SHERIFF'S OFFICE)

FY 27 Peace Officer Pay Scale										Effective 10/01/26
TCSO Positions Only										
PG Title	Step	0	1	2	3	4	5	6	7	8
71 LE Sheriff Cadet	hr	30.60	31.52	32.47						
	mo	5304.50	5463.64	5627.54						
	yr	63,654.00	65,563.62	67,530.53						
72 LE Sheriff Deputy	hr	34.68	35.72	36.80	37.90	39.04	40.21	41.41	42.66	43.94
	mo	6,011.77	6,192.12	6,377.88	6,569.22	6,766.30	6,969.29	7,178.36	7,393.71	7,615.53
	yr	72,141.20	74,305.44	76,534.60	78,830.64	81,195.56	83,631.42	86,140.37	88,724.58	91,386.31
74 LE Sheriff Deputy Sr	hr		37.13	38.25	39.40	40.58	41.79	43.05	44.34	45.67
	mo		6,436.49	6,629.59	6,828.47	7,033.33	7,244.33	7,461.66	7,685.51	7,916.07
	yr		77,237.89	79,555.03	81,941.68	84,399.93	86,931.93	89,539.88	92,226.08	94,992.86
75 LE Detective	hr		40.80	42.02	43.28	44.58	45.92	47.29	48.71	50.17
	mo		7,071.17	7,283.31	7,501.80	7,726.86	7,958.66	8,197.42	8,443.35	8,696.65
	yr		84,854.04	87,399.66	90,021.65	92,722.30	95,503.97	98,369.09	101,320.16	104,359.76
76 LE Sergeant	hr		47.25	48.67	50.13	51.63	53.18	54.78	56.42	58.11
	mo		8,190.25	8,435.96	8,689.04	8,949.71	9,218.20	9,494.75	9,779.59	10,072.98
	yr		98,283.01	101,231.50	104,268.44	107,396.50	110,618.39	113,936.94	117,355.05	120,875.70
77 LE Lieutenant	hr		55.29	56.95	58.65	60.41	62.23	64.09	66.01	68.00
	mo		9,582.99	9,870.48	10,166.59	10,471.59	10,785.74	11,109.31	11,442.59	11,785.87
	yr		114,995.88	118,445.76	121,999.13	125,659.11	129,428.88	133,311.75	137,311.10	141,430.43
81 Corrections Officer	hr	28.05	28.89	29.76	30.65	31.57	32.52	33.50		
	mo	4,862.46	5,008.33	5,158.58	5,313.34	5,472.74	5,636.92	5,806.03		
	yr	58,349.50	60,099.99	61,902.98	63,760.07	65,672.88	67,643.06	69,672.35		
83 Corrections Officer Sr	hr		30.26	31.17	32.10	33.06	34.06	35.08	36.13	37.21
	mo		5,244.70	5,402.04	5,564.10	5,731.03	5,902.96	6,080.05	6,262.45	6,450.32
	yr		62,936.41	64,824.51	66,769.24	68,772.32	70,835.49	72,960.55	75,149.37	77,403.85
84 Sr CPO Courthouse Deputy	hr		32.09	33.05	34.04	35.06	36.11	37.20	38.31	39.46
	mo		5,561.68	5,728.53	5,900.38	6,077.39	6,259.72	6,447.51	6,640.93	6,840.16
	yr		66,740.12	68,742.32	70,804.59	72,928.73	75,116.59	77,370.09	79,691.19	82,081.92
88 Corrections Sergeant	hr		43.38	44.68	46.03	47.41	48.83	50.29	51.80	53.36
	mo		7,519.74	7,745.33	7,977.69	8,217.02	8,463.54	8,717.44	8,978.97	9,248.33
	yr		90,236.90	92,944.01	95,732.33	98,604.30	101,562.43	104,609.30	107,747.58	110,980.01
89 Corrections Lieutenant	hr		50.72	52.24	53.81	55.43	57.09	58.80	60.57	62.38
	mo		8,791.93	9,055.69	9,327.36	9,607.18	9,895.40	10,192.26	10,498.03	10,812.97
	yr		105,503.22	108,668.31	111,928.36	115,286.21	118,744.80	122,307.15	125,976.36	129,755.65

PG Title	Step	8	9	10	11	12	13	14	15	16
72 LE Sheriff Deputy	hr	43.94	45.25	46.61	48.01	49.45				
	mo	7,615.53	7,843.99	8,079.31	8,321.69	8,571.34				
	yr	91,386.31	94,127.90	96,951.74	99,860.29	102,856.10				
74 LE Sheriff Deputy Sr	hr	45.67	47.04	48.45	49.90	51.40	52.94	54.53	56.17	
	mo	7,916.07	8,153.55	8,398.16	8,650.11	8,909.61	9,176.90	9,452.20	9,735.77	
	yr	94,992.86	97,842.65	100,777.93	103,801.27	106,915.30	110,122.76	113,426.45	116,829.24	
75 LE Detective	hr	50.17	51.68	53.23	54.83	56.47	58.16	59.91	61.71	
	mo	8,696.65	8,957.55	9,226.27	9,503.06	9,788.15	10,081.80	10,384.25	10,695.78	
	yr	104,359.76	107,490.56	110,715.27	114,036.73	117,457.83	120,981.57	124,611.02	128,349.35	
76 LE Sergeant	hr	58.11	59.86	61.65	63.50	65.41				
	mo	10,072.98	10,375.16	10,686.42	11,007.01	11,337.22				
	yr	120,875.70	124,501.97	128,237.03	132,084.14	136,046.67				
77 LE Lieutenant	hr	68.00	70.04	72.14	74.30					
	mo	11,785.87	12,139.45	12,503.63	12,878.74					
	yr	141,430.43	145,673.35	150,043.55	154,544.85					
81 Corrections Officer	hr									
	mo									
	yr									
83 Corrections Officer Sr	hr	37.21	38.33	39.48	40.66	41.88	43.14	44.43	45.77	47.14
	mo	6,450.32	6,643.83	6,843.15	7,048.44	7,259.89	7,477.69	7,702.02	7,933.08	8,171.07
	yr	77,403.85	79,725.97	82,117.74	84,581.28	87,118.71	89,732.28	92,424.24	95,196.97	98,052.88
84 Sr CPO Courthouse Deputy	hr	39.46	40.65	41.87	43.12	44.42	45.75	47.12	48.53	49.99
	mo	6,840.16	7,045.37	7,256.73	7,474.43	7,698.66	7,929.62	8,167.51	8,412.53	8,664.91
	yr	82,081.92	84,544.38	87,080.71	89,693.13	92,383.93	95,155.45	98,010.11	100,950.41	103,978.93
88 Corrections Sergeant	hr	53.36	54.96	56.61	58.30	60.05	61.85			
	mo	9,248.33	9,525.78	9,811.56	10,105.90	10,409.08	10,721.35			
	yr	110,980.01	114,309.41	117,738.69	121,270.85	124,908.98	128,656.25			
89 Corrections Lieutenant	hr	62.38	64.25	66.18	68.17	70.21				
	mo	10,812.97	11,137.36	11,471.48	11,815.63	12,170.09				
	yr	129,755.65	133,648.32	137,657.77	141,787.50	146,041.13				
EMPLOYEES WHO ARE IN POSITIONS SUBJECT TO TCSO POPS, THE FOLLOWING APPLIES MONTHLY:										
CERTIFIED FTO: \$200	BILINGUAL SKILL TEST: \$125			TCOLE LICENSE:						
	SPANISH, VIETNAMESE			INTERMEDIATE			ADVANCED	MASTER		
	AMERICAN SIGN LANGUAGE			\$50			\$100	\$150		
Positions on the Peace Officer Pay Scale are paid based on their annual salary. Hourly and monthly rates are shown for illustrative purposes.										

M. PEACE OFFICER PAY SCALE (NOT IN SHERIFF'S OFFICE)

FY 27 Peace Officer Pay Scale

Non-TCSO Positions Only										
PG Title	Step	0	1	2	3	4	5	6	7	8
59 Constable Cadet Park Ranger Cadet	hr	29.07	29.94	30.84						
	mo	5,039.28	5,190.45	5,346.17						
	yr	60,471.30	62,285.44	64,154.00						
60 Constable Deputy Park Ranger	hr	32.95	33.94	34.96	36.00	37.08	38.20	39.34	40.52	41.74
	mo	5,711.18	5,882.51	6,058.99	6,240.76	6,427.98	6,620.82	6,819.45	7,024.03	7,234.75
	yr	68,534.14	70,590.16	72,707.87	74,889.11	77,135.78	79,449.85	81,833.35	84,288.35	86,817.00
62 Constable Deputy Sr Park Ranger Sr	hr		35.28	36.34	37.43	38.55	39.70	40.90	42.12	43.39
	mo		6,114.67	6,298.11	6,487.05	6,681.66	6,882.11	7,088.57	7,301.23	7,520.27
	yr		73,375.99	75,577.27	77,844.59	80,179.93	82,585.33	85,062.89	87,614.77	90,243.22
65 Investigator Park Ranger Corporal Constable Corporal	hr		40.80	42.02	43.28	44.58	45.92	47.29	48.71	50.17
	mo		7,071.17	7,283.31	7,501.80	7,726.86	7,958.66	8,197.42	8,443.35	8,696.65
	yr		84,854.04	87,399.66	90,021.65	92,722.30	95,503.97	98,369.09	101,320.16	104,359.76
67 Constable Sergeant Park Ranger Supv Investigator Sr	hr		44.89	46.24	47.62	49.05	50.52	52.04	53.60	55.21
	mo		7,780.74	8,014.16	8,254.58	8,502.22	8,757.29	9,020.01	9,290.61	9,569.33
	yr		93,368.85	96,169.92	99,055.02	102,026.67	105,087.47	108,240.09	111,487.29	114,831.91
68 Constable Lieutenant Park Ranger Lieutenant	hr		46.46	47.85	49.29	50.77	52.29	53.86	55.48	57.14
	mo		8,053.06	8,294.66	8,543.50	8,799.80	9,063.79	9,335.71	9,615.78	9,904.25
	yr		96,636.77	99,535.87	102,521.94	105,597.60	108,765.53	112,028.50	115,389.35	118,851.03
69 Investigations Lieutenant Constable Deputy Chief	hr		49.76	51.25	52.79	54.37	56.00	57.68	59.41	61.20
	mo		8,624.69	8,883.43	9,149.94	9,424.43	9,707.17	9,998.38	10,298.33	10,607.28
	yr		103,496.30	106,601.19	109,799.23	113,093.20	116,486.00	119,980.58	123,580.00	127,287.40
PG Title	Step	8	9	10	11	12	13	14	15	16
60 Constable Deputy Park Ranger	hr	41.74	42.99	44.28	45.61	46.98				
	mo	7,234.75	7,451.79	7,675.35	7,905.61	8,142.77				
	yr	86,817.00	89,421.51	92,104.15	94,867.28	97,713.30				
62 Constable Deputy Sr Park Ranger Sr	hr	43.39	44.69	46.03	47.41	48.83	50.30	51.81	53.36	
	mo	7,520.27	7,745.88	7,978.25	8,217.60	8,464.13	8,718.05	8,979.59	9,248.98	
	yr	90,243.22	92,950.51	95,739.03	98,611.20	101,569.53	104,616.62	107,755.12	110,987.77	
65 Investigator Park Ranger Corporal Constable Corporal	hr	50.17	51.68	53.23	54.83	56.47	58.16			
	mo	8,696.65	8,957.55	9,226.27	9,503.06	9,788.15	10,081.80			
	yr	104,359.76	107,490.56	110,715.27	114,036.73	117,457.83	120,981.57			
67 Constable Sergeant Park Ranger Supv Investigator Sr	hr	55.21	56.86	58.57						
	mo	9,569.33	9,856.41	10,152.10						
	yr	114,831.91	118,276.87	121,825.18						
68 Constable Lieutenant Park Ranger Lieutenant	hr	57.14	58.85	60.62						
	mo	9,904.25	10,201.38	10,507.42						
	yr	118,851.03	122,416.56	126,089.06						
69 Investigations Lieutenant Constable Deputy Chief	hr	61.20	63.03	64.92						
	mo	10,607.28	10,925.50	11,253.27						
	yr	127,287.40	131,106.02	135,039.20						
EMPLOYEES WHO ARE IN POSITIONS SUBJECT TO NON-TCSO POPS, THE FOLLOWING APPLIES MONTHLY:										
CERTIFIED FTO: \$200	BILINGUAL SKILL TEST: \$125			TCOLE LICENSE:						
CONSTABLES CPP: \$125	SPANISH, VIETNAMESE			INTERMEDIATE			ADVANCED			
PARK RANGERS EMT B: \$125	AMERICAN SIGN LANGUAGE			\$50			\$100			
Positions on the Peace Officer Pay Scale are paid based on their annual salary. Hourly and monthly rates are shown for illustrative purposes. Approved by Commissioners Court on XX/XX/2026.										

N. CLASSIFIED EMPLOYEE PAY SCALE

Travis County FY 2027 Proposed Classified Pay Scale									Page 1 of 2	Effective 10/1/2026	
Hiring Levels →											
Pay Grade	Pay Rate	Minimum	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Midpoint	10% Above Mid Point	Max
C02	yr	49,316.80	50,373.59	51,430.38	52,487.17	53,543.95	54,600.74	55,657.53	56,714.32	62,385.75	64,111.84
	mo	4,109.73	4,197.80	4,285.86	4,373.93	4,462.00	4,550.06	4,638.13	4,726.19	5,198.81	5,342.65
	hr	23.71	24.22	24.73	25.23	25.74	26.25	26.76	27.27	29.99	30.82
C03	yr	49,933.26	51,003.26	52,073.26	53,143.26	54,213.25	55,283.25	56,353.25	57,423.25	63,165.57	64,913.24
	mo	4,161.11	4,250.27	4,339.44	4,428.60	4,517.77	4,606.94	4,696.10	4,785.27	5,263.80	5,409.44
	hr	24.01	24.52	25.04	25.55	26.06	26.58	27.09	27.61	30.37	31.21
C04	yr	50,682.26	51,768.31	52,854.36	53,940.40	55,026.45	56,112.50	57,198.55	58,284.60	64,113.06	65,886.94
	mo	4,223.52	4,314.03	4,404.53	4,495.03	4,585.54	4,676.04	4,766.55	4,857.05	5,342.75	5,490.58
	hr	24.37	24.89	25.41	25.93	26.46	26.98	27.50	28.02	30.82	31.68
C05	yr	51,569.20	52,674.25	53,779.31	54,884.36	55,989.42	57,094.47	58,199.52	59,304.58	65,235.04	67,039.96
	mo	4,297.43	4,389.52	4,481.61	4,573.70	4,665.78	4,757.87	4,849.96	4,942.05	5,436.25	5,586.66
	hr	24.79	25.32	25.86	26.39	26.92	27.45	27.98	28.51	31.36	32.23
C06	yr	52,600.58	53,915.60	55,230.61	56,545.63	57,860.64	59,175.66	60,490.67	61,805.68	67,986.25	71,010.79
	mo	4,383.38	4,492.97	4,602.55	4,712.14	4,821.72	4,931.30	5,040.89	5,150.47	5,665.52	5,917.57
	hr	25.29	25.92	26.55	27.19	27.82	28.45	29.08	29.71	32.69	34.14
C07	yr	53,915.60	55,263.49	56,611.38	57,959.27	59,307.16	60,655.05	62,002.94	63,350.83	69,685.91	72,786.06
	mo	4,492.97	4,605.29	4,717.61	4,829.94	4,942.26	5,054.59	5,166.91	5,279.24	5,807.16	6,065.50
	hr	25.92	26.57	27.22	27.87	28.51	29.16	29.81	30.46	33.50	34.99
C08	yr	55,667.85	57,457.18	59,246.50	61,035.83	62,825.15	64,614.47	66,403.80	68,193.12	75,012.43	80,718.39
	mo	4,638.99	4,788.10	4,937.21	5,086.32	5,235.43	5,384.54	5,533.65	5,682.76	6,251.04	6,726.53
	hr	26.76	27.62	28.48	29.34	30.20	31.06	31.92	32.79	36.06	38.81
C09	yr	57,755.40	59,611.82	61,468.25	63,324.67	65,181.09	67,037.52	68,893.94	70,750.36	77,825.40	83,745.33
	mo	4,812.95	4,967.65	5,122.35	5,277.06	5,431.76	5,586.46	5,741.16	5,895.86	6,485.45	6,978.78
	hr	27.77	28.66	29.55	30.44	31.34	32.23	33.12	34.01	37.42	40.26
C10	yr	59,921.23	62,061.27	64,201.31	66,341.36	68,481.40	70,621.44	72,761.49	74,901.53	82,391.69	89,881.84
	mo	4,993.44	5,171.77	5,350.11	5,528.45	5,706.78	5,885.12	6,063.46	6,241.79	6,865.97	7,490.15
	hr	28.81	29.84	30.87	31.89	32.92	33.95	34.98	36.01	39.61	43.21
C11	yr	62,318.07	64,543.72	66,769.37	68,995.01	71,220.66	73,446.30	75,671.95	77,897.59	85,687.35	93,477.11
	mo	5,193.17	5,378.64	5,564.11	5,749.58	5,935.05	6,120.53	6,306.00	6,491.47	7,140.61	7,789.76
	hr	29.96	31.03	32.10	33.17	34.24	35.31	36.38	37.45	41.20	44.94
C12	yr	64,810.80	67,125.47	69,440.14	71,754.81	74,069.48	76,384.15	78,698.83	81,013.50	89,114.85	97,216.20
	mo	5,400.90	5,593.79	5,786.68	5,979.57	6,172.46	6,365.35	6,558.24	6,751.12	7,426.24	8,101.35
	hr	31.16	32.27	33.38	34.50	35.61	36.72	37.84	38.95	42.84	46.74
C13	yr	67,727.28	70,629.88	73,532.48	76,435.08	79,337.68	82,240.27	85,142.87	88,045.47	96,850.02	108,363.65
	mo	5,643.94	5,885.82	6,127.71	6,369.59	6,611.47	6,853.36	7,095.24	7,337.12	8,070.83	9,030.30
	hr	32.56	33.96	35.35	36.75	38.14	39.54	40.93	42.33	46.56	52.10
C14	yr	72,468.19	75,573.97	78,679.75	81,785.53	84,891.31	87,997.09	91,102.87	94,208.65	103,629.52	115,949.11
	mo	6,039.02	6,297.83	6,556.65	6,815.46	7,074.28	7,333.09	7,591.91	7,850.72	8,635.79	9,662.43
	hr	34.84	36.33	37.83	39.32	40.81	42.31	43.80	45.29	49.82	55.74
C15	yr	77,540.97	80,864.15	84,187.34	87,510.52	90,833.70	94,156.89	97,480.07	100,803.26	110,883.58	124,065.55
	mo	6,461.75	6,738.68	7,015.61	7,292.54	7,569.48	7,846.41	8,123.34	8,400.27	9,240.30	10,338.80
	hr	37.28	38.88	40.47	42.07	43.67	45.27	46.87	48.46	53.31	59.65
C16	yr	82,968.83	86,524.64	90,080.45	93,636.26	97,192.06	100,747.87	104,303.68	107,859.49	118,645.43	132,750.14
	mo	6,914.07	7,210.39	7,506.70	7,803.02	8,099.34	8,395.66	8,691.97	8,988.29	9,887.12	11,062.51
	hr	39.89	41.60	43.31	45.02	46.73	48.44	50.15	51.86	57.04	63.82
C17	yr	88,776.65	92,581.37	96,386.08	100,190.79	103,995.51	107,800.22	111,604.94	115,409.65	126,950.61	142,042.65
	mo	7,398.05	7,715.11	8,032.17	8,349.23	8,666.29	8,983.35	9,300.41	9,617.47	10,579.22	11,836.89
	hr	42.68	44.51	46.34	48.17	50.00	51.83	53.66	55.49	61.03	68.29
C18	yr	94,991.02	99,062.06	103,133.11	107,204.15	111,275.19	115,346.24	119,417.28	123,488.32	135,837.16	151,985.63
	mo	7,915.92	8,255.17	8,594.43	8,933.68	9,272.93	9,612.19	9,951.44	10,290.69	11,319.76	12,665.47
	hr	45.67	47.63	49.58	51.54	53.50	55.45	57.41	59.37	65.31	73.07
C19	yr	101,640.39	105,996.41	110,352.42	114,708.44	119,064.46	123,420.47	127,776.49	132,132.51	145,345.76	162,624.62
	mo	8,470.03	8,833.03	9,196.04	9,559.04	9,922.04	10,285.04	10,648.04	11,011.04	12,112.15	13,552.05
	hr	48.87	50.96	53.05	55.15	57.24	59.34	61.43	63.53	69.88	78.18
C20	yr	109,771.62	114,476.12	119,180.62	123,885.12	128,589.61	133,294.11	137,998.61	142,703.11	156,973.42	175,634.59
	mo	9,147.64	9,539.68	9,931.72	10,323.76	10,715.80	11,107.84	11,499.88	11,891.93	13,081.12	14,636.22
	hr	52.77	55.04	57.30	59.56	61.82	64.08	66.35	68.61	75.47	84.44

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Travis County FY 2027 Proposed Classified Pay Scale									Page 2 of 2		Effective 10/1/2026	
Hiring Levels 												
Pay Grade	Pay Rate	Minimum	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Midpoint	10% Above Mid Point	Max	
C21	yr	117,455.64	122,908.93	128,362.23	133,815.53	139,268.82	144,722.12	150,175.42	155,628.72	171,191.59	193,801.80	
	mo	9,787.97	10,242.41	10,696.85	11,151.29	11,605.74	12,060.18	12,514.62	12,969.06	14,265.97	16,150.15	
	hr	56.47	59.09	61.71	64.33	66.96	69.58	72.20	74.82	82.30	93.17	
C22	yr	125,677.53	131,512.56	137,347.59	143,182.61	149,017.64	154,852.67	160,687.70	166,522.73	183,175.00	207,367.92	
	mo	10,473.13	10,959.38	11,445.63	11,931.88	12,418.14	12,904.39	13,390.64	13,876.89	15,264.58	17,280.66	
	hr	60.42	63.23	66.03	68.84	71.64	74.45	77.25	80.06	88.06	99.70	
C23	yr	134,474.96	140,718.44	146,961.92	153,205.40	159,448.88	165,692.36	171,935.84	178,179.32	195,997.25	221,883.68	
	mo	11,206.25	11,726.54	12,246.83	12,767.12	13,287.41	13,807.70	14,327.99	14,848.28	16,333.10	18,490.31	
	hr	64.65	67.65	70.65	73.66	76.66	79.66	82.66	85.66	94.23	106.67	
C24	yr	143,888.20	150,568.73	157,249.25	163,929.77	170,610.30	177,290.82	183,971.35	190,651.87	209,717.06	237,415.54	
	mo	11,990.68	12,547.39	13,104.10	13,660.81	14,217.52	14,774.24	15,330.95	15,887.66	17,476.42	19,784.63	
	hr	69.18	72.39	75.60	78.81	82.02	85.24	88.45	91.66	100.83	114.14	
C25	yr	153,960.38	161,108.54	168,256.70	175,404.86	182,553.02	189,701.18	196,849.34	203,997.50	224,397.25	254,034.62	
	mo	12,830.03	13,425.71	14,021.39	14,617.07	15,212.75	15,808.43	16,404.11	16,999.79	18,699.77	21,169.55	
	hr	74.02	77.46	80.89	84.33	87.77	91.20	94.64	98.08	107.88	122.13	
C26	yr	164,737.60	172,386.14	180,034.67	187,683.20	195,331.73	202,980.26	210,628.79	218,277.33	240,105.06	271,817.05	
	mo	13,728.13	14,365.51	15,002.89	15,640.27	16,277.64	16,915.02	17,552.40	18,189.78	20,008.75	22,651.42	
	hr	79.20	82.88	86.56	90.23	93.91	97.59	101.26	104.94	115.44	130.68	
C27	yr	176,269.24	184,453.17	192,637.09	200,821.02	209,004.95	217,188.88	225,372.81	233,556.74	256,912.41	290,844.24	
	mo	14,689.10	15,371.10	16,053.09	16,735.09	17,417.08	18,099.07	18,781.07	19,463.06	21,409.37	24,237.02	
	hr	84.74	88.68	92.61	96.55	100.48	104.42	108.35	112.29	123.52	139.83	
C28	yr	188,608.08	197,364.89	206,121.69	214,878.49	223,635.30	232,392.10	241,148.91	249,905.71	274,896.28	311,203.34	
	mo	15,717.34	16,447.07	17,176.81	17,906.54	18,636.27	19,366.01	20,095.74	20,825.48	22,908.02	25,933.61	
	hr	90.68	94.89	99.10	103.31	107.52	111.73	115.94	120.15	132.16	149.62	
C29	yr	201,810.65	211,180.43	220,550.21	229,919.99	239,289.77	248,659.55	258,029.33	267,399.11	294,139.02	332,987.57	
	mo	16,817.55	17,598.37	18,379.18	19,160.00	19,940.81	20,721.63	21,502.44	22,283.26	24,511.59	27,748.96	
	hr	97.02	101.53	106.03	110.54	115.04	119.55	124.05	128.56	141.41	160.09	
Note: Travis County Minimum Wage for Regular and Temporary Employees (excluding Student Interns and Election Day Workers) is \$23.71/hr. Regular Employees on the Classified Pay Scale are salaried employees and are paid on an annual salary basis. The hourly rates and monthly salaries are shown for illustrative purposes for salaried employees.												
Effective 10/1/2026 (approved by the Commissioners Court on xx/xx/2026)												

O. EMERGENCY MEDICAL SERVICES EMPLOYEE PAY SCALE

FY 2027 Adopted Emergency Medical Services Pay Scale													Effective 10/01/2026
Pay Grade	Position	Pay Rate	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
EMS1	Mechanic	yr	79,928.00	81,527.00	83,157.00	84,820.00	86,517.00	88,247.00	90,012.00	91,812.00	93,648.00	95,521.00	97,432.00
		mo	6,660.67	6,793.92	6,929.75	7,068.33	7,209.75	7,353.92	7,501.00	7,651.00	7,804.00	7,960.08	8,119.33
		hr	38.43	39.20	39.98	40.78	41.59	42.43	43.28	44.14	45.02	45.92	46.84
EMS2	Sr Mechanic	yr	85,523.00	87,233.00	88,978.00	90,758.00	92,573.00	94,424.00	96,313.00	98,239.00	100,204.00	102,208.00	104,252.00
		mo	7,126.92	7,269.42	7,414.83	7,563.17	7,714.42	7,868.67	8,026.08	8,186.58	8,350.33	8,517.33	8,687.67
		hr	41.12	41.94	42.78	43.63	44.51	45.40	46.30	47.23	48.18	49.14	50.12
EMS3	Paramedic	yr	90,033.00	91,834.00	93,670.00	95,544.00	97,455.00	99,404.00	101,392.00	103,420.00	105,488.00	107,598.00	109,750.00
		mo	7,502.75	7,652.83	7,805.83	7,962.00	8,121.25	8,283.67	8,449.33	8,618.33	8,790.67	8,966.50	9,145.83
		hr	43.29	44.15	45.03	45.93	46.85	47.79	48.75	49.72	50.72	51.73	52.76
EMS4	Sr Paramedic	yr	96,335.00	98,262.00	100,227.00	102,232.00	104,276.00	106,362.00	108,489.00	110,659.00	112,872.00	115,130.00	117,432.00
		mo	8,027.92	8,188.50	8,352.25	8,519.33	8,689.67	8,863.50	9,040.75	9,221.58	9,406.00	9,594.17	9,786.00
		hr	46.31	47.24	48.19	49.15	50.13	51.14	52.16	53.20	54.27	55.35	56.46
EMS5	Nurse	yr	105,969.00	108,088.00	110,250.00	112,455.00	114,704.00	116,998.00	119,338.00	121,725.00	124,159.00	126,643.00	129,175.00
		mo	8,830.75	9,007.33	9,187.50	9,371.25	9,558.67	9,749.83	9,944.83	10,143.75	10,346.58	10,553.58	10,764.58
		hr	50.95	51.97	53.00	54.06	55.15	56.25	57.37	58.52	59.69	60.89	62.10
EMS6	Sr Nurse	yr	113,387.00	115,654.00	117,967.00	120,327.00	122,733.00	125,188.00	127,692.00	130,246.00	132,850.00	135,507.00	138,218.00
		mo	9,448.92	9,637.83	9,830.58	10,027.25	10,227.75	10,432.33	10,641.00	10,853.83	11,070.83	11,292.25	11,518.17
		hr	54.51	55.60	56.71	57.85	59.01	60.19	61.39	62.62	63.87	65.15	66.45
EMS7	Pilot	yr	118,500.00	120,870.00	123,287.00	125,753.00	128,268.00	130,834.00	133,450.00	136,119.00	138,842.00	141,618.00	144,451.00
		mo	9,875.00	10,072.50	10,273.92	10,479.42	10,689.00	10,902.83	11,120.83	11,343.25	11,570.17	11,801.50	12,037.58
		hr	56.97	58.11	59.27	60.46	61.67	62.90	64.16	65.44	66.75	68.09	69.45
EMS8	Sr Pilot	yr	126,795.00	129,331.00	131,918.00	134,556.00	137,247.00	139,992.00	142,792.00	145,648.00	148,561.00	151,532.00	154,562.00
		mo	10,566.25	10,777.58	10,993.17	11,213.00	11,437.25	11,666.00	11,899.33	12,137.33	12,380.08	12,627.67	12,880.17
		hr	60.96	62.18	63.42	64.69	65.98	67.30	68.65	70.02	71.42	72.85	74.31
EMS9	ACCS/ACMS EMS Captain	yr	121,324.00	123,750.00	126,225.00	128,750.00	131,325.00	133,951.00	136,630.00	139,363.00	142,150.00	144,993.00	147,893.00
		mo	10,110.33	10,312.50	10,518.75	10,729.17	10,943.75	11,162.58	11,385.83	11,613.58	11,845.83	12,082.75	12,324.42
		hr	58.33	59.50	60.69	61.90	63.14	64.40	65.69	67.00	68.34	69.71	71.10
EMS10	Asst Chief Pilot	yr	135,671.00	138,384.00	141,152.00	143,975.00	146,854.00	149,791.00	152,787.00	155,843.00	158,960.00	162,139.00	165,382.00
		mo	11,305.92	11,532.00	11,762.67	11,997.92	12,237.83	12,482.58	12,732.25	12,986.92	13,246.67	13,511.58	13,781.83
		hr	65.23	66.53	67.86	69.22	70.60	72.01	73.46	74.92	76.42	77.95	79.51
EMS11	Chief Medical Supervisor Chief Clinical Supervisor	yr	129,816.00	132,413.00	135,061.00	137,762.00	140,517.00	143,328.00	146,194.00	149,118.00	152,101.00	155,143.00	158,245.00
		mo	10,818.00	11,034.42	11,255.08	11,480.17	11,709.75	11,944.00	12,182.83	12,426.50	12,675.08	12,928.58	13,187.08
		hr	62.41	63.66	64.93	66.23	67.56	68.91	70.29	71.69	73.13	74.59	76.08
EMS12	Chief Pilot	yr	145,168.00	148,071.00	151,032.00	154,053.00	157,134.00	160,277.00	163,482.00	166,752.00	170,087.00	173,489.00	176,958.00
		mo	12,097.33	12,339.25	12,586.00	12,837.75	13,094.50	13,356.42	13,623.50	13,896.00	14,173.92	14,457.42	14,746.50
		hr	69.79	71.19	72.61	74.06	75.55	77.06	78.60	80.17	81.77	83.41	85.08
EMS13	Director of Maintenance	yr	129,816.00	132,413.00	135,061.00	137,762.00	140,517.00	143,328.00	146,194.00	149,118.00	152,101.00	155,143.00	158,245.00
		mo	10,818.00	11,034.42	11,255.08	11,480.17	11,709.75	11,944.00	12,182.83	12,426.50	12,675.08	12,928.58	13,187.08
		hr	62.41	63.66	64.93	66.23	67.56	68.91	70.29	71.69	73.13	74.59	76.08
EMS14	Director of Safety	yr	135,671.00	138,384.00	141,152.00	143,975.00	146,854.00	149,791.00	152,787.00	155,843.00	158,960.00	162,139.00	165,382.00
		mo	11,305.92	11,532.00	11,762.67	11,997.92	12,237.83	12,482.58	12,732.25	12,986.92	13,246.67	13,511.58	13,781.83
		hr	65.23	66.53	67.86	69.22	70.60	72.01	73.46	74.92	76.42	77.95	79.51

Pay Grade	Position	Pay Rate	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
EMS1	Mechanic	yr	97,432.00	99,380.00	101,368.00	103,395.00	105,463.00	107,573.00	109,724.00	111,918.00	114,157.00	116,440.00	118,769.00
		mo	8,119.33	8,281.67	8,447.33	8,616.25	8,788.58	8,964.42	9,143.67	9,326.50	9,513.08	9,703.33	9,897.42
		hr	46.84	47.78	48.73	49.71	50.70	51.72	52.75	53.81	54.88	55.98	57.10
EMS2	Sr Mechanic	yr	104,252.00	106,337.00	108,464.00	110,633.00	112,846.00	115,103.00	117,405.00	119,753.00	122,148.00	124,591.00	127,083.00
		mo	8,687.67	8,861.42	9,038.67	9,219.42	9,403.83	9,591.92	9,783.75	9,979.42	10,179.00	10,382.58	10,590.25
		hr	50.12	51.12	52.15	53.19	54.25	55.34	56.44	57.57	58.73	59.90	61.10
EMS3	Paramedic	yr	109,750.00	111,945.00	114,184.00	116,467.00	118,797.00	121,173.00	123,596.00	126,068.00	128,589.00	131,161.00	133,784.00
		mo	9,145.83	9,328.75	9,515.33	9,705.58	9,899.75	10,097.75	10,299.67	10,505.67	10,715.75	10,930.08	11,148.67
		hr	52.76	53.82	54.90	55.99	57.11	58.26	59.42	60.61	61.82	63.06	64.32
EMS4	Sr Paramedic	yr	117,432.00	119,781.00	122,176.00	124,620.00	127,112.00	129,655.00	132,248.00	134,893.00	137,590.00	140,342.00	143,149.00
		mo	9,786.00	9,981.75	10,181.33	10,385.00	10,592.67	10,804.58	11,020.67	11,241.08	11,465.83	11,695.17	11,929.08
		hr	56.46	57.59	58.74	59.91	61.11	62.33	63.58	64.85	66.15	67.47	68.82
EMS5	Nurse	yr	129,175.00	131,759.00	134,394.00	137,082.00	139,824.00	142,620.00	145,472.00	148,382.00	151,350.00	154,377.00	157,464.00
		mo	10,764.58	10,979.92	11,199.50	11,423.50	11,652.00	11,885.00	12,122.67	12,365.17	12,612.50	12,864.75	13,122.00
		hr	62.10	63.35	64.61	65.90	67.22	68.57	69.94	71.34	72.76	74.22	75.70
EMS6	Sr Nurse	yr	138,218.00	140,982.00	143,802.00	146,678.00	149,611.00	152,603.00	155,656.00	158,769.00	161,944.00	165,183.00	168,487.00
		mo	11,518.17	11,748.50	11,983.50	12,223.17	12,467.58	12,716.92	12,971.33	13,230.75	13,495.33	13,765.25	14,040.58
		hr	66.45	67.78	69.14	70.52	71.93	73.37	74.83	76.33	77.86	79.41	81.00
EMS7	Pilot	yr	144,451.00	147,340.00	150,287.00	153,292.00	156,358.00	159,485.00	162,675.00	165,929.00	169,247.00	172,632.00	176,085.00
		mo	12,037.58	12,278.33	12,523.92	12,774.33	13,029.83	13,290.42	13,556.25	13,827.42	14,103.92	14,386.00	14,673.75
		hr	69.45	70.84	72.25	73.70	75.17	76.68	78.21	79.77	81.37	83.00	84.66
EMS8	Sr Pilot	yr	154,562.00	157,654.00	160,807.00	164,023.00	167,303.00	170,649.00	174,062.00	177,544.00	181,094.00	184,716.00	188,411.00
		mo	12,880.17	13,137.83	13,400.58	13,668.58	13,941.92	14,220.75	14,505.17	14,795.33	15,091.17	15,393.00	15,700.92
		hr	74.31	75.80	77.31	78.86	80.43	82.04	83.68	85.36	87.06	88.81	90.58
EMS9	ACCS/ACMS EMS Captain	yr	147,893.00	150,851.00	153,868.00	156,945.00	160,084.00	163,286.00	166,551.00	169,882.00	173,280.00	176,746.00	180,281.00
		mo	12,324.42	12,570.92	12,822.33	13,078.75	13,340.33	13,607.17	13,879.25	14,156.83	14,440.00	14,728.83	15,023.42
		hr	71.10	72.52	73.98	75.45	76.96	78.50	80.07	81.67	83.31	84.97	86.67
EMS10	Asst Chief Pilot	yr	165,382.00	168,689.00	172,063.00	175,504.00	179,015.00	182,595.00	186,247.00	189,972.00	193,771.00	197,647.00	201,599.00
		mo	13,781.83	14,057.42	14,338.58	14,625.33	14,917.92	15,216.25	15,520.58	15,831.00	16,147.58	16,470.58	16,799.92
		hr	79.51	81.10	82.72	84.38	86.06	87.79	89.54	91.33	93.16	95.02	96.92
EMS11	Chief Medical Supervisor Chief Clinical Supervisor	yr	158,245.00	161,410.00	164,638.00	167,931.00	171,290.00	174,716.00	178,210.00	181,774.00	185,410.00	189,118.00	192,900.00
		mo	13,187.08	13,450.83	13,719.83	13,994.25	14,274.17	14,559.67	14,850.83	15,147.83	15,450.83	15,759.83	16,075.00
		hr	76.08	77.60	79.15	80.74	82.35	84.00	85.68	87.39	89.14	90.92	92.74
EMS12	Chief Pilot	yr	176,958.00	180,498.00	184,108.00	187,790.00	191,546.00	195,376.00	199,284.00	203,270.00	207,335.00	211,482.00	215,711.00
		mo	14,746.50	15,041.50	15,342.33	15,649.17	15,962.17	16,281.33	16,607.00	16,939.17	17,277.92	17,623.50	17,975.92
		hr	85.08	86.78	88.51	90.28	92.09	93.93	95.81	97.73	99.68	101.67	103.71
EMS13	Director of Maintenance	yr	158,245.00	161,410.00	164,638.00	167,931.00	171,290.00	174,716.00	178,210.00	181,774.00	185,410.00	189,118.00	192,900.00
		mo	13,187.08	13,450.83	13,719.83	13,994.25	14,274.17	14,559.67	14,850.83	15,147.83	15,450.83	15,759.83	16,075.00
		hr	76.08	77.60	79.15	80.74	82.35	84.00	85.68	87.39	89.14	90.92	92.74
EMS14	Director of Safety	yr	165,382.00	168,689.00	172,063.00	175,504.00	179,015.00	182,595.00	186,247.00	189,972.00	193,771.00	197,647.00	201,599.00
		mo	13,781.83	14,057.42	14,338.58	14,625.33	14,917.92	15,216.25	15,520.58	15,831.00	16,147.58	16,470.58	16,799.92
		hr	79.51	81.10	82.72	84.38	86.06	87.79	89.54	91.33	93.16	95.02	96.92
EMPLOYEES WHO ARE IN THESE POSITIONS MAY RECEIVE ADDITIONAL PAY FOR THE FOLLOWING:													
Certification Pay (Pilot): \$150/Month													
Certification Pay (Registered Nurse/DSHS Paramedic): \$150/Month													
Instructor Pay: \$125/Month													
Crew Chief Pay: \$125/Month													
Approved by the Commissioners Court on XX/XX/2026													



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Receive bids from County Purchasing Agent. (Commissioner Travillion)

Prepared By/Phone Number: Denice Williams, Operations Specialist I, 512-854-1181

Elected/Appointed Official or Department Head: C W Bruner

Commissioners Court Sponsor(s): Commissioner Travillion

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

As per LGC 262, the officer in charge of opening bids shall present them to the Commissioner Court in session. See attached summary of Bid(s) available for inspection. Opened bids are subject to disclosure under Chapter 552 of the Government Code.

Staff Recommendations:

Accept bid(s).

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

N/A

Required Authorizations:

Attachments:

1. 09-22-26, TCPO Bid Memo
2. 09-22-26, TCCC Food Memo

Travis County Purchasing Office

C.W. Bruner, PMP, CPPB

Purchasing Agent



Memorandum

To: Gillian Porter
Commissioners Court Minutes

From: Denice Williams
Purchasing Office

Date: September 4, 2026

Subject: **BIDS FOR VOTING SESSION September 22, 2026**

Bids were scheduled for the week of August 31, 2026, with responses.

Please call ext. 41181, if any questions arise on this matter.

Thank you.

/DW



Sally Hernandez, Travis County Sheriff
MEMORANDUM

Date: September 3, 2026
To: Admin Team, Purchasing Office
From: Ruth Porter, Finance
Subject: TCCC Kitchen Food for Voting Session

The attached food register reflects the requisitions from August 28 – September 3.

Please call if you have any questions.

Thank you,

Ruth Porter

cc: Maria Wedhorn, Financial Manager
Rachel Fishback, Purchasing Operations Division Director
Andy Carey, Purchasing Lead Procurement Officer
File

**TCCC KITCHEN FOOD
COMMISSIONERS COURT MEETING**

BY: FINANCE OFFICE

CART#	DATE	FOOD ITEMS	VENDOR	QUOTE/BID
1000444490	9/2/2026	TURKEY, TNDRCURE, FRZ	ADVANCED COMMODITIES, GLOBAL FOODS, GOOD SOURCE SOLUTIONS, JNS FOODS, LEGACY FOUR SOLUTIONS, NATIONAL FOOD GROUP O'NEILLS INFLIGHT CATERING, ROBBINS SALES, SHAVER FOODS	213 DC BID



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Approve Modification No. 3 to Contract No. 4400006381 with Marmon Mok, LP, in the amount of \$72,074.00, for West Service Center New Fleet Building Design. (Facilities Management Department) (Commissioner Travillion)

Prepared By/Phone Number: Tina Litzner, Procurement Specialist II, 512-854-9761

Elected/Appointed Official or Department Head: C W Bruner

Commissioners Court Sponsor(s): Commissioner Travillion

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

The West Service Center New Fleet Building Design project is for civil engineering, campus phasing, and full design for the Phase One expansion of the West Service Center Campus. It includes a 36,000 square foot Fleet Services Building, two 6,000 square foot equipment storage facilities, and a temporary portable building.

Modification No. 3 adds structural design of elevator shaft, concrete walkway, and exterior concrete access ramp to Work Product 6. This modification increases the contract by \$72,074.00, from \$1,756,904.08 to \$1,828,978.08, an aggregate increase of 6%.

Contract Information:

Contract No.: 4400006381

Contractor Name: Marmon Mok, LP

Contract Modification Amount: \$72,074.00

Contract Period: Through completion

Current Contract Expenditures:

Within the last 12 months, \$783,787.44 has been spent against this contract.

Previous Contract and Modification Activity:

On July 31, 2025, the Purchasing Agent approved Modification No. 2 in the amount of \$11,080.00, increasing the contract from \$1,745,824.00 to \$1,756,904.08, an aggregate increase of 2%.

On February 3, 2025, the Purchasing Agent approved Modification No. 1 in the amount of \$15,550.00, increasing the contract from \$1,730,274.00 to \$1,745,824.00, an aggregate increase of 1%.

On July 7, 2023, the Commissioners Court approved the initial contract, in the amount of \$1,730,274.00.

Staff Recommendations:

Facilities Management Department recommends approval of this contract modification, in the amount of \$72,074.00.

Purchasing Comments:

The Purchasing Agent confirms that the purchasing process complied with the County procedures and Texas statutes applicable to it.

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

Shopping Cart/Funds Reservation #: 200003148

Required Authorizations:

Attachments:

1. 6381 MEMO MOD 3 COURT
2. 6381 MOD 3 Modification Form



FACILITIES MANAGEMENT DEPARTMENT

Gabriel Stock, AIA, LEED AP, BD&C, Director

700 Lavaca St., Suite 1300 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-9226

MEMORANDUM

FMD Project: WSCC-01-22R-3N
FILE: 703

TO: C.W. Bruner, PMP, CFPB, Purchasing Agent

FROM: Gabriel Stock, AIA, LEED AP, BD&C, Director

Signed by:

Derin Pfaff *for Gabriel Stock*

746205CD6E39A...

DATE: July 22, 2026

SUBJECT: Westside Service Center Campus
Marmon Mok, LP Mod #3
Contract No.: 4400006381

This Contract Modification Number 3 is for changes to the architectural/engineering contract with Marmon Mok, LP for West Service Center New Fleet Bldg. Design as described in the following proposal from Marmon Mok, LP.

This Contract Modification Number 3 will increase the Contract Sum by \$72,074.00 from \$1,756,904.08 to a revised contract sum of \$1,828,978.08. The added sum is to be added to the Contract Administration phase of the contract. This Contract Modification Number 3 adds 0 days to the Contract Time. Facilities Management Department (FMD) has reviewed and negotiated the cost and time for this Contract Modification Number 3 and has determined that the cost and time are fair and reasonable.

The fund for this Contract Modification Number 3 has been encumbered and is in CN 200003148 - CC 1148060001 - GL #522020.

In accordance with the procedure to secure the approval of this Contract Modification Number 3, this request is being forwarded along with the supporting documents for approval by the Commissioners' Court. If approved, please issue a fully executed Contract Modification Number 3 to Marmon Mok, LP. Please call Armando Garza at 512-815-5825 if you have any questions.

ATTACHMENT:

Proposal for Contract Modification Number 3 from Marmon Mok, LP.

COPY TO:

Armando Garza, R.A., Project Manager, FMD
Jorge Talavera, Procurement Director, TCPO
Andy Carey, Senior Procurement Specialist, TCPO
Tina Litzner, Procurement Specialist I, TCPO
PUR_ProcurementMgrs@traviscountytx.gov

MODIFICATION OF CONTRACT: 4400006381, West Service Center New Fleet Building Design

ISSUED BY:
Travis County Purchasing Office
P.O. Box 1748
Austin, Texas 78767
Contact: Tina Litzner
Tel. No: (512) 854-9761

ISSUED TO:
Marmon Mok, LP
900 East 6th Street, Suite 105
Austin, TX 78702

MODIFICATION NO.: 3

EXECUTED DATE OF ORIGINAL CONTRACT: July 7, 2023

ORIGINAL CONTRACT TERM: July 7, 2023 to Through Completion

MODIFIED CONTRACT TERM END DATE: Through Completion

ORIGINAL CONTRACT AMOUNT: \$1,730,274.00

MOD. 3 AMOUNT: \$72,074.00

CUMULATIVE CONTRACT AMOUNT: \$1,828,978.08

Note to Vendor:
☒ Complete and execute (sign) your portion of the signature block section as tagged below.
☐ DO NOT execute. Retain for your records.

Court Approval Required?
☒ Yes
☐ No

DESCRIPTION OF CHANGES: Except as provided in this Modification 3, all terms, conditions and provisions of the Contract referenced above, as previously modified, remain unchanged and in full force and effect.

1. Reference Exhibit 1, "Compensation for Professional Services and Schedule of Payments," Section 1 – Compensation for Basic Services, and Section 2 – Total Agreement Sum. The fixed fee for Professional Services is changes and reflected in the table below.

2. The additional services have been added as outlined in the attached (Appendix A) Scope of Services and is made part of the contract.

	Current Contract Amount	Modification #3 Amount	Modified Contract Amount
Work Product 1	\$ 176,227.00	\$ -	\$ 176,227.00
Work Product 2	\$ 171,227.00	\$ -	\$ 171,227.00
Work Product 3	\$ 347,455.00	\$ -	\$ 347,455.00
Work Product 4	\$ 599,296.00	\$ -	\$ 599,296.00
Work Product 5	\$ 85,614.00	\$ -	\$ 85,614.00
Work Product 6	\$ 377,085.08	\$ 72,074.00	\$ 449,159.08
Grand Total	\$ 1,756,904.08	\$ 72,074.00	\$ 1,828,978.08
Aggregate Increase of the Original Contract Amount (Including this Modification)			6%

LEGAL BUSINESS NAME: Marmon Mok, LP

DocuSigned by:
BY: Edgar Farrera
SIGNATURE
Edgar Farrera
BY: _____
PRINT NAME
TITLE: General Partner, Marmon Mok Management Group, LLC.
ITS DULY AUTHORIZED AGENT

DATE: 8/20/2026

TRAVIS COUNTY, TEXAS

BY: _____
C.W. BRUNER, PMP, CPPB, PURCHASING AGENT

DS
ac

DATE: _____

TRAVIS COUNTY, TEXAS

BY: _____
ANDY BROWN, TRAVIS COUNTY JUDGE

DATE: _____

Page 334 of 544

**APPENDIX A
SCOPE OF SERVICES
MODIFICATION NO. 3**

1. These additional services are added to Work Product 6:
 - a. Structural design of elevator shaft, concrete walkway, and exterior concrete access ramp, to include:
 - i. Structural design for elevator shaft walls and elevator pit foundation system.
 - ii. Structural design for an elevated concrete walkway and supporting walls and foundations.
 - iii. Structural design for 45-ft long exterior concrete access ramp and supporting walls and foundations.

DRAFT



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Approve exemption and Contract No. 4400008033 with Neuropsychology Specialists of Austin, PLLC, as needed, for neuropsychologist services. (Juvenile Probation Department) (Commissioner Travillion)

Prepared By/Phone Number: Patricia Estrada, Procurement Specialist II, 512-854-9915

Elected/Appointed Official or Department Head: C W Bruner

Commissioners Court Sponsor(s): Commissioners Travillion

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

The Travis County Juvenile Probation Department (TCJPD) requires various specialized services available for youth in their care. This contract includes services that require specialized training, treatment, and expertise in treating adolescents exhibiting complex behaviors.

Pursuant to Texas Local Government Code §262.024, a contract for the purchase of a personal or professional service is exempt from the requirement established by Section 262.023 if the Commissioners Court by order grants the exemption.

This contract is anticipated to exceed \$100,000 over the life of the contract.

Contract Information:

Contract No.: 4400008033

Contractor Name: Neuropsychology Specialists of Austin, PLLC

Contract Award Amount: As needed

Contract Period: Execution – September 30, 2031

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

Staff Recommendations:

The Juvenile Probation Department recommends approval of this contract.

Purchasing Comments: The Purchasing Agent confirms that the purchasing process complied with the County procedures and Texas statutes applicable to it.

Issues and Opportunities:

Per Travis County Code Chapter 32.008, HUB requirements do not apply to exempt services.

Fiscal Impact and Source of Funding:

Comments: As needed

Required Authorizations:

N/A

Attachments:

1. EthicsDisclosureForm
2. NewKDeptMemo
3. VendorSignedK

Travis County Purchasing Office Ethics Disclosure Form

Project Number: 4400008803

Neuropsychology Specialists of Austin, PLLC

Vendor Contact: 4400008033

Email: info@neuroaustin.com

Phone: 512-637-5865

Political Contributions

None.

Lobby Activities:

None.

**TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT**

2515 South Congress Avenue | Austin, Texas 78704
Phone: (512) 854-7000

COURT

CORY J. BURGESS
Chief Juvenile Probation Officer

MEMORANDUM

TO: C.W. Bruner, PMP, CPPB
Travis County Purchasing Agent

FROM: 
Cory J. Burgess
Chief Juvenile Probation Officer

SUBJECT: REQUEST FOR A NEW PROFESSIONAL SERVICES AGREEMENT (PSA) - AUSTIN
NEUROPSYCHOLOGY - FOR NEUROPSYCHOLOGICAL EVALUATION SERVICES

DATE: 3/23/2026

The Travis County Juvenile Probation Department (TCJPD) requests assistance from the Purchasing Office to establish a new Professional Services Agreement (PSA) with Austin Neuropsychology to provide Neuropsychological evaluation services.

Specific Instructions for Assigned Purchaser

TCJPD requests that the PSA with Austin Neuropsychology be exempted from the requirements of the County Purchasing Act for competitive proposals pursuant to Tex. Loc. Gov't. Code Ann., §262.024(a)(4), as this contract is for professional service.

Specific Instructions for Assigned Purchaser

TCJPD requests that the terms of the PSA commence upon the signature of both parties and continue until 9/30/2031.

TCJPD has attached the Scope of Services. The termination clause shall require thirty (30) days' written notice before the effective date of the termination.

Please include the attached Texas Juvenile Justice Department (TJJD) language and the standardized "Disqualifying Criminal History" language in the contract. The Child Support Affidavit will also need to be completed.

This contract is to be issued on an "As Needed" basis.

Funding Source

Cost Center/IO: 1450630001 Health Services
Product Code: 85121608
GL: 511080



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue | Austin, Texas 78704
Phone: (512) 854-7000

CORY J. BURGESS
Chief Juvenile Probation Officer

Please contact me or Daniel Hoard, Deputy Chief, at (512) 854-7120 if you should need any additional information.

Thank you for your assistance with this request.

Cc: Daniel Hoard, Deputy Chief, TCJPD
Steven Smith, Finance Director, TCJPD
Jorge Talavera, Procurement Director, Purchasing Office

TRAVIS COUNTY PURCHASING OFFICE



PROFESSIONAL SERVICES AGREEMENT

DRAFT

BETWEEN

COUNTY OF TRAVIS

AND

NEUROPSYCHOLOGY SPECIALISTS OF AUSTIN, PLLC

FOR

NEUROPSYCHOLOGIST SERVICES

AGREEMENT NO. 4400008033

JUVENILE PROBATION

PROFESSIONAL SERVICES AGREEMENT FOR NEUROPSYCHOLOGIST SERVICES

This Agreement is entered into by the following Parties: County of Travis, a corporate and political subdivision of the State of Texas, ("County") and Neuropsychology Specialists of Austin, PLLC, ("Contractor").

RECITALS and ORDER

County desires to obtain the services of a qualified contractor to provide neuropsychologist services for the County.

Contractor has the professional ability and expertise, and any necessary professional degrees, licenses, and certifications to provide these services.

Exemption from County Purchasing Act. Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court hereby orders this Agreement is exempt from the requirements of section 262.023 of the County Purchasing Act because it is an Agreement for the purchase of personal or professional services.

AGREEMENT

NOW, THEREFORE, County and Contractor agree as follows:

1.0 DEFINITIONS

In this Agreement,

- 1.1. "Commissioners Court" means Travis County Commissioners Court.
- 1.2. "Contractor" means Neuropsychology Specialists of Austin, PLLC.
- 1.3. "County Auditor" means the Travis County Auditor.
- 1.4. "Director" means Corey J. Burgess, Chief Juvenile Probation Officer, or successor.
- 1.5. "Fiscal Year" means the County fiscal year, currently that period beginning on October 1 of one year and continuing through September 30 of the following year.
- 1.6. "Key Contracting Person" means any person or business listed in Exhibit 1 to Attachment D of this Agreement and marked as the Ethics Sworn Declaration.
- 1.7. "Parties" mean County of Travis, a corporate and political subdivision of the State of Texas and Contractor.
- 1.8. "Purchasing Agent" means Travis County Purchasing Agent, C.W. Bruner, PMP, CPPB, or successor.
- 1.9. "Working Day(s)" means Monday through Friday except for days that County has designated as holidays listed at <http://www.traviscountytexas.gov/human-resources/holiday-schedule>. If a number of days is specified in this Contract and does not say "Working," then it refers to calendar days.

2.0 ENGAGEMENT OF CONTRACTOR

- 2.1. The Purchasing Agent acts as County's overall agreement administrator. The Purchasing Agent may designate representatives to transmit and receive information.

- 2.2. Communication and Authority. The Director or designee will act on behalf of County with respect to the work to be performed under this Agreement. Contractor may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the Director and may rely on all factual information supplied by the Director in response to these requests. The Director has the authority to interpret and define in writing County's policies and decisions with respect to Contractor's services. However, Director shall not serve as the agent of the County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information. The Director may designate representatives to transmit instructions and receive information.

3.0 TERM

- 3.1. Initial Term. The Initial Term of this Agreement commences upon complete execution by both Parties and continues through September 30, 2031, unless sooner terminated as provided herein.
- 3.2. Termination. County may terminate this Agreement at any time by giving the Contractor written notice of such termination at least thirty (30) days before the effective date of the termination.

4.0 CONTRACTOR'S RESPONSIBILITIES

- 4.1 Scope of Services. Contractor shall perform, in a timely manner, the services and activities described in the Scope of Services in Attachment A to this Agreement.
- 4.2 Ethical Compliance and Standard of Care. Contractor shall perform all services and exercise all discretionary powers in a manner consistent with applicable professional ethics and Contractor's best professional judgment. Contractor shall use at least that standard of care which a reasonably prudent professional in Travis County, Texas would use in similar circumstances.
- 4.3 Professional Qualifications and Licenses. At all times during this Agreement, Contractor's personnel performing services under this Agreement shall maintain in good standing their professional licenses, certifications, and accreditations applicable to services. Contractor shall provide Director documentation that the licenses of all persons performing services under this Agreement are in good standing with the licensing entity. Contractor shall perform all acts reasonably necessary to maintain and improve the professional competence and training of all its personnel assigned to perform services under this Agreement. Contractor shall notify County within two (2) working days if any adverse action related to its professional license or accreditations occurs.
- 4.4 Subcontracting. Except as otherwise specifically provided herein, Contractor is prohibited from hiring or subcontracting with any other person to perform any of Contractor's obligations under this Agreement.
- 4.5 Civil Rights and Equal Opportunity in Employment. During the performance of the services under this Agreement, Contractor shall provide all services and activities required in a manner that complies with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933], and all other federal and state laws, rules, regulations, and orders pertaining to equal opportunity in employment, as if Contractor were an entity bound to comply with these laws. Contractor shall not discriminate against any applicant for employment, employee, or other person on the basis of race, color, religion, sexual orientation, gender identity/expression, age, veteran status, national origin, or handicapped condition and shall provide reasonable accommodations for disabilities as required by the Americans with Disabilities Act as amended.
- 4.5.1 Compliance with Regulations: Contractor shall comply with the requirements relative to nondiscrimination in Federally Assisted programs, including but not limited to Title VI of the 1964 Civil Rights Act (42 USC Section 2000d, et. seq.), and 49 CFR Part 21, both as explained in Federal

Transit Administration (FTA) Circular 4702.1B, as they may be amended (the “Regulations”), which are herein incorporated by reference and made a part of this Agreement.

- 4.5.2 Nondiscrimination: Regarding the work performed by Contractor under this Agreement, it shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 in 49 CFR Part 21, including employment practices.
- 4.5.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 4.5.4 Sanctions for Noncompliance: If Contractor does not comply with the nondiscrimination provisions of this Agreement, County shall impose the sanctions that it determines are appropriate, including, but not limited to, withholding of payments to Contractor under the Agreement until Contractor complies, or until cancellation, termination, or suspension of the Agreement, in whole or in part.
- 4.5.5 Incorporation of Provisions: Contractor shall include the provisions of section 4.5 (regarding nondiscrimination) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant to them.
- 4.5.6 List of Pertinent Nondiscrimination Authorities: During the performance of this Agreement, the Contractor for itself, its assignees and successors in interest agrees to comply with the following nondiscrimination statutes and authorities, including but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and

38;

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

4.6 Verification of Non-Discrimination Against Specified Entities. In compliance with Texas Government Code, chapter 2271, chapter 2274, and chapter 2276, Contractor's signature on this Agreement serves as written verification that Contractor complies with the following sections:

4.6.1 Contractor does not boycott Israel and will not boycott Israel during the Agreement Term;

4.6.2 Contractor does not boycott energy companies and will not boycott energy companies during the Agreement Term; and

4.6.3 Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the Agreement Term.

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

4.8 Insurance Requirements. Contractor shall comply with the insurance requirements in Attachment C, "Insurance Requirements".

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

4.10 Contractor expressly acknowledges that, in entering into this Agreement, County has relied on the representations of Contractor about the persons who will be performing the services and their qualifications, and that any other person must be approved by Commissioners Court before providing services under this Agreement. Contractor warrants that all work done will be done by the employees or members of Contractor that are presented as performing the services in Contractor's scope of services.

4.11 Certification Regarding Debarment. Contractor shall complete and update a Certification Regarding Debarment on the form in Attachment E whenever there is a change in status.

4.12 Verification of Entity. In compliance with Texas Government Code, section 2252.152, Contractor's signature on this Agreement or any amendments or modifications to this Agreement serves as written verification that Contractor is not a company identified on the Texas Comptroller's list or otherwise identified as a company engaged in business with Iran, Sudan, or any foreign terrorist organization. [The list is prepared and maintained under Section 806.051, 807.051, or 2252.153.]

4.13 Disqualifying Criminal History.

4.13.1 Contractor ensures that a criminal background check has been completed on any employee, intern, volunteer, subcontractor, agent and/or consultant of Contractor, or Contractor, whose duties in connection with this Agreement may include contact with youth referred under this Agreement. Additionally, a fingerprint-based criminal history search of criminal information databases maintained by the Federal Bureau of Investigation and by the State of Texas must be conducted within one calendar year of the execution of this Agreement.

In addition to the required criminal background check, and within one calendar year of the execution of this agreement, the Contractor must performed checks in the child abuse registry maintained by the State or locality for any employee, intern, volunteer, subcontractor, agent and/or consultant of Contractor, or Contractor, whose duties in connection with this Agreement may include contact with youth referred under this Agreement. Any employee, intern, volunteer, subcontractor, agent, and/or consultant of Contractor, or Contractor, whose name appears on any child abuse registry shall be disqualified from providing services to youth referred under this Agreement.

4.13.2 Contractor shall not assign or allow any employee, intern, volunteer, subcontractor, agent and/or consultant of Contractor, or Contractor, to provide services to youth referred under this Agreement whose criminal background check reflects a disqualifying criminal history. To comply with this requirement, a disqualifying criminal history includes: any felony conviction or deferred adjudication within the past ten years; any jailable misdemeanor conviction or deferred adjudication within the past five years; any current felony or jailable misdemeanor deferred adjudication, probation, or parole; or the requirement to register as a sex offender.

4.13.3 Contractor shall not assign or allow any employee, intern, volunteer, subcontractor, agent and/or consultant of Contractor, or Contractor, to provide services to youth referred under this Agreement who have:

4.13.3.1 Engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);

4.13.3.2 Been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or

4.13.3.3 Been civilly or administratively adjudicated to have engaged in the activity described in 4.13.3.2 of this section.

5.0 **COMPENSATION, BILLING AND PAYMENT**

5.1 Taxpayer Identification. Contractor shall provide County with an Internal Revenue W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations before any Contract funds are payable.

- 5.2 Fees. For and in consideration of the satisfactory performance by Contractor of the services in Attachment A, Scope of Services, and Contractor's compliance with the terms and conditions of this Agreement, County shall pay Contractor in accordance with the Fee Schedule in Attachment B.

Not to exceed amount: As Needed Basis

Additional Fees: None

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

- 5.4 Timely Payment. Contractor may contact the Auditor's Office, Disbursements Division at (512) 854-9125 for assistance with setting up electronic payment through ACH, which deposits payments directly into Contractor's account. County shall pay Contractor within thirty (30) days after the receipt by County Department of a complete and correct invoice. However, County shall notify Contractor of an error or disputed amount in an invoice submitted for payment by Contractor not later than the 21st day after the date County receives the invoice, and shall include in the notice to Contractor a detailed statement of the amount of the invoice which is disputed. County may withhold from payments required no more than 110 percent of the disputed amount. County must pay any undisputed amount of the invoice within 30 days after receipt of the invoice. Accrual and payment of interest on overdue payments is governed by Chapter 2251 of the Texas Government Code.

- 5.5 Invoicing. Contractor shall invoice County monthly for services performed pursuant to this Agreement.

- 5.5.1 County pays by ACH, EFT or check upon satisfactory delivery and acceptance of items and submission of a correct and complete invoice to the address below:

Patti Smith, CPA
Travis County Auditor

Preferably via e-mail to: AP@traviscountytexas.gov

or

Via mail to: P.O. Box 1748
Austin, Texas 78767

To be "correct and complete," an invoice must include at least the following information:

- 5.5.1.1 Name, address, and telephone number of Contractor, which should match the name shown on the W-9 that Contractor submitted to the Auditor's Office;
- 5.5.1.2 Name and address where the payment is to be sent if payment is by check;
- 5.5.1.3 County Contract Number and County Purchase Order Number;
- 5.5.1.4 Identification of items or services as outlined in the Agreement*;
- 5.5.1.5 Quantity or quantities, applicable unit prices, total prices by item, and total invoice amount, and
- 5.5.1.6 Any additional payment information that may be called for by the Agreement*.

*Note: Information reflecting Protected Health Information (PHI), or Personally Identifiable Information (PII) must be properly redacted before submission of an invoice to the Auditor's Office to ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule and other privacy regulations.

Invoices with improperly redacted PHI or PII will not be processed for payment, and they will be permanently deleted from our files. For payment to be made, a new invoice must be submitted. The new invoice must have all PII/PHI information redacted and appropriately disclosed.

- 5.5.2 **Additional Copy of Invoice:** In addition, Contractor shall send a copy of the invoice to: JuvAcctPayable@traviscountytx.gov

If email is not possible, please send via postal mail to:

Finance
Travis County Juvenile Probation
515 South Congress Avenue
Austin, TX 78704

If payment is based on percentage of completion, Contractor shall also submit a statement showing the percentage of completion of the work as at the date of the invoice with each invoice, and any additional written information requested by County to document the progress of the work.

- 5.6 **Overpayment.** Contractor shall refund to County any money which County has paid to Contractor, which County determines has resulted in overpayment to Contractor. Contractor shall make this refund to County within thirty (30) days after County requests the refund. If County enters into any subsequent Agreement with Contractor and Contractor fails to refund any money owed to County within thirty days of request, County may offset the difference against the next advance or payment payable to Contractor.

- 5.7 **Delinquent Property Taxes.** Despite anything to the contrary in this Agreement, if Contractor is delinquent in the payment of property taxes at the time of invoicing, Contractor hereby assigns any payments to be made for services rendered under this Agreement to the Travis County Tax Assessor-Collector for the payment of these delinquent taxes.

- 5.8 **Disbursements to Persons with Outstanding Debt.**

- 5.8.1 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the County.

- 5.8.2 In accordance with Section 154.045 of the Local Government Code, if notice of the Debt has been filed with the County Auditor or County Treasurer evidencing the Debt of Contractor to the State, the County or a salary fund, a check or warrant may not be drawn on a County fund in favor of Contractor, or an agent or assignee of Contractor until:

- 5.8.2.1 the County Treasurer notifies Contractor in writing that the Debt is outstanding; and
5.8.2.2 the Debt is paid.

- 5.8.3 County may apply any funds County owes Contractor to the outstanding balance of the Debt for which notice is made under section 5.8.2.1, if the notice includes a statement that the amount owed by the County to Contractor may be applied to reduce the Debt.

- 5.9 **Period of Services.** County shall not be liable for costs incurred or performances rendered by Contractor before or after the term of this Agreement.

- 5.10 **Funding Out.** Despite anything to the contrary in this Agreement, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Agreement for the following fiscal year of County,

County may terminate this Agreement after giving Contractor twenty days written notice that this Agreement is terminated due to the failure to fund it.

6.0 RECORDS CONFIDENTIALITY AND ACCESS

- 6.1 Confidentiality. Contractor shall establish a method to secure the confidentiality of records and other information relating to neuropsychological services in accordance with the applicable federal, state and local laws, rules and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting the right of County access to client information. Upon authorization from County to render client files anonymous, Contractor agrees to mask information identifying clients in a way that will not obstruct County's monitoring and evaluation duties in any way.
- 6.2 Records Maintenance. Contractor shall create, maintain, and retain, and make reasonably available to County, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under this Agreement for seven (7) years after the provision of the services, or until any audit or litigation concerning any of the services has been satisfactorily resolved, whichever occurs later. Contractor shall provide copies of such records to County upon written request to Contractor at a cost mutually agreed to by County and Contractor.
- 6.3 Access to Records. Contractor further agrees that the County or its duly authorized representatives shall have access to all books, documents, papers, reports and records of Contractor, which the County deems are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, and to ascertain compliance with federal and state employment discrimination laws. Contractor shall provide all information and reports required by Title VI of the 1964 Civil Rights Act (42 USC Section 2000d, et. seq.) and any regulations or directives issued pursuant to them. Contractor shall permit access to its books, records, accounts, other sources of information and its facilities as County may determine to be pertinent to ascertain compliance with these regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the County, as appropriate, and shall state what efforts it has made to obtain the information.
- 6.4 Right to Contractual Material. County is entitled to copies of all work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by Contractor, which will become the property of the County.

7.0 AMENDMENTS / MODIFICATIONS

- 7.1 General. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be in writing and signed by each Party. CONTRACTOR ACKNOWLEDGES THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY COMMISSIONERS COURT.
- 7.2 Requests for Changes. Contractor shall submit all requests for changes to this Agreement or any attachment to it to the Director with a copy to the Purchasing Agent.
- 7.3 Purchasing Agent Authority. Contractor acknowledges that the Purchasing Agent has certain authority to approve an amendment subject to specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve certain amendment requests under this Agreement. The Purchasing Agent will advise Contractor as to such authority upon submission of a request for

amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the amendment.

8.0 OTHER PROVISIONS

- 8.1 INDEMNIFICATION. CONTRACTOR SHALL INDEMNIFY COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, DUE TO ANY ACT OR OMISSION BY CONTRACTOR, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY CONTRACTOR UNDER THIS AGREEMENT.
- 8.2 Copyrights, Patents & Licenses. Contractor represents and warrants that it has adhered to all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement. CONTRACTOR SHALL INDEMNIFY THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, AND LIABILITY OF EVERY KIND INCLUDING EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY FEES FOR DAMAGES TO ANY PERSON OR PROPERTY ARISING IN CONNECTION WITH ANY ALLEGED OR ACTUAL INFRINGEMENT OF EXISTING PATENTS, LICENSES, OR COPYRIGHTS OR OTHER APPLICABLE PROPRIETARY OR INTELLECTUAL PROPERTY RIGHTS APPLICABLE TO MATERIALS USED IN THIS AGREEMENT. Any proprietary or intellectual property rights granted to the County shall apply for the duration of this Agreement.
- 8.3 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any entity against Contractor or County in relation to the performance of this Agreement or any other complaint or cause of action, Contractor shall give written notice to County of the claim or other action within three (3) working days after being notified of it or the threat of it. The notice must include the name and address of the entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided in this Agreement. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to these claims or actions, along with a full description of how the claim or action may affect the Contractor's ability to perform the services under this Agreement.
- 8.4 Suspension. County may suspend performance of this Agreement at any time for any reason without terminating this Agreement by giving Contractor written notice of suspension which is effective on the date on which Contractor receives it. County may reinstate performance, and this Agreement may be resumed in full force and effect within sixty (60) days by giving Contractor a written notice of reinstatement. Upon receipt of the notice of suspension, Contractor shall:
- 8.4.1 immediately begin to phase out and discontinue all services in connection with the performance of this Agreement unless notice otherwise directs and shall prepare a statement detailing the services performed under this Agreement before receipt of the notice.
 - 8.4.2 submit the statement of prior services to County for payment of the approved services actually performed under this Agreement, less previous payments.
- 8.5 Non-Waiver of Default.
- 8.5.1 No payment, act or omission by County may constitute or be interpreted as a waiver of any breach or default of Contractor which then exists or may subsequently exist.

8.5.2 All rights of County under this Agreement are specifically reserved, and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law or in equity and any action taken in the exercise of any right or remedy shall not be deemed a waiver of any other rights or remedies.

8.6 FORFEITURE OF AGREEMENT. If Contractor has done business with a Key Contracting Person as listed in Exhibit "1" to Attachment D during the 365 day period immediately prior to the date of execution of this Agreement by Contractor or does business with any Key Contracting Person at any time after the date of execution of this Agreement by Contractor (including business done during any Renewal Term of this Agreement) and prior to full performance of this Agreement, Contractor will forfeit all County benefits of this Agreement and County will retain all performance by Contractor and recover all considerations, or the value of all consideration, paid to Contractor pursuant to this Agreement. Contractor will notify County of any change in the information submitted with this Agreement as to the Ethics Sworn Declaration within twenty (20) days of such change throughout the Term of this Agreement.

8.6.1 "Is doing business" and "has done business" means:

- (a) Paying or receiving in any calendar year any money valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
- (b) Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
but does not include:
- (c) Any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public;
- (d) Any financial services product sold to a Key Contracting Person for personal, family, or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; or
- (e) If Contractor is a national or multinational corporation, any transaction for financial service or insurance coverage made on behalf of Contractor by its agent, employee or other representative who does not know and is not in a position that he or she should have known about this Agreement.

8.7 Agreement.

8.7.1 Entire Agreement. All written or oral agreements between the Parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

8.7.2 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement and constitute promised performances by Contractor in accordance with all the provisions of this Agreement.

Attachment A – Scope of Services
Attachment B – Fee Schedule
Attachment C – Insurance Requirements
Attachment D – Ethics Sworn Declaration including:
Exhibit 1 - List of Key Contracting Persons
Exhibit 2 – Disclosure Form
Attachment E - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion for Covered Contracts
Attachment F - Business Associate Agreement

8.8 Notices:

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

8.8.2 County Address. The address of County for all purposes under this Agreement is:

C.W. Bruner, PMP, CPPB (or successor)
Travis County Purchasing Agent
P. O. Box 1748
Austin, Texas 78767

cw.bruner@traviscountytexas.gov

With copies to registered or certified mail with return receipt is not required):

Cory J. Burgess (or successor)
Travis County Chief Juvenile Probation Officer
P.O. Box 1748
Austin, Texas 78767
cory.burgess@traviscountytexas.gov

8.8.3 Contractor Address. The address of Contractor for all purposes under this Agreement is:

Neuropsychology Specialists of Austin, PLLC
1500 W. 38th Street, Suite 23
Austin, Texas 78731
info@neuroaustin.com

8.9 Change of Address. Each Party may change the address for notice to it by giving written notice of the change in compliance with Section 8.8. Any change in the address shall be reported within fifteen days of the change.

8.10 Dispute Resolution - Administration by Purchasing Agent. When Contractor and/or County have been unable to successfully resolve any question or issue related to this Agreement, Contractor or County shall present the matter to the Purchasing Agent in a written notice of the question or issue. This notice must contain a specific written description of the issues involved as well as Contractor's requested resolution of the matter and any other relevant information which Contractor desires to include. When the Purchasing Agent receives this notice, the Purchasing Agent acts as the County representative in any further issuances and in the administration of this Agreement related to the described matter. Unless

otherwise stated in this Agreement, any document, notice, or correspondence related to the issues at this stage that are not issued by or to the Purchasing Agent may be considered void. If Contractor does not agree with any document, notice or correspondence related to the matter issued by the Purchasing Agent or other authorized County person, Contractor must submit a written notice to the Purchasing Agent with a copy to the Director within ten calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the matter to Contractor within thirty days of receipt of the initial written notice by the Purchasing Agent. If this final resolution does not resolve the matter to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court within ten calendar days after receipt of the unsatisfactory final resolution through the Purchasing Agent. The Purchasing Agent will provide a copy of the Notice of Appeal to the Director. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court's agenda.

- 8.11 Mediation. When mediation is acceptable to both Parties in resolving a dispute arising under this Agreement, the Parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both Parties agree, in writing, to waive the confidentiality.
- 8.12 Force Majeure. If the performance by Contractor or County or either Party's obligations under this Agreement is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, sovereign conduct, or the act or conduct of any person or persons not a party to or under the control (by contract or otherwise) of a party to this Agreement, then that Party will be excused from such performance for a period of time that is reasonably necessary after such occurrence to remedy the effects of the occurrence. If Force Majeure conditions exist, the party affected by them shall give the other party written Notice within five working days after the conditions begin. If timely Notice is impractical due to the Force Majeure conditions, then the party must provide Notice in as timely a manner as practicable. If Notice is not provided timely, the party experiencing Force Majeure waives it as a defense.
- 8.13 Cooperation and Coordination. Contractor shall cooperate and coordinate with County staff and other contractors as reasonable and necessary and as required by the Director.
- 8.14 Independent Contractor. The Parties expressly acknowledge that Contractor is an independent contractor, operating solely in that capacity. Contractor assumes all of the rights, obligations, and liabilities applicable to an independent contractor. Neither Contractor nor any of Contractor's employees will be considered an employee, partner, joint-venturer, nor agent of County, nor does Contractor or any of its employees gain any rights against County pursuant to the County's personnel policies. County will not pay Contractor nor Contractor's employees any customary Travis County benefits, including but not limited to FICA, payroll taxes, worker's compensation, health or retirement benefits, sick leave or vacation or holiday pay. Contractor is responsible to report all federal, state and city tax liabilities, social security obligations, and any other taxable matters associated with services rendered under this Agreement and is solely obligated to pay any and all taxes related to income paid to Contractor.
- 8.15 No Third-Party Rights. No provision in this Agreement, express or implied, is intended to confer upon any person or entity, other than the Parties to this Agreement, any benefits, rights, or remedies under or by reason of this Agreement.
- 8.16 Governing Law. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties, are governed by the laws of the State of Texas.

- 8.16.1 Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.
- 8.16.2 Law and Venue. All obligations under this Agreement are performable in Travis County, Texas. Venue for any litigation concerning this Agreement is in Travis County.
- 8.16.3 Assignment. No Party may assign any of the rights or duties created by this Agreement without the prior written approval of the other Party. It is acknowledged by Contractor that no officer, agent, employee, or representative of County has any authority to assign any part of this Agreement unless expressly granted that specific authority by Commissioners Court or County Purchasing Agent.
- 8.17 Binding Agreement. Despite any other provision in this Agreement, it is binding upon and inures to the benefit of the County and Contractor and their respective successors, executors, administrators, and assigns. Neither the County nor Contractor may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other Party.
- 8.18 Performance of Other Services. As a part of this Agreement, it is understood that Contractor is free to provide services outside this Agreement as it sees fit at those times which Contractor is not obligated to County. It is also understood that County is free to have more than one contractor providing the type of services included in this Agreement and County is under no obligation to refer any work to Contractor for services under this Agreement.
- 8.19 Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.
- 8.20 Certificate of Contractor. Contractor certifies that neither Contractor nor any members of Contractor's firm nor any Subcontractor has:
- 8.20.1 Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for Contractor) to solicit or secure the work provided by the Agreement.
- 8.20.2 Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
- 8.20.3 Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for Contractor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

Contractor further agrees that this certification may be furnished to any local, state or federal government agencies in connection with this Agreement and for those portions of the program involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

8.21 Interpretational Guidelines.

- 8.21.1 Computation of Time. When any period of time is stated in this Agreement, the time is computed to exclude the first day and include the last day of the period. If the last day of any period falls on

a Saturday, Sunday or a day that County has declared a holiday for its employees, these days shall be omitted from the computation.

- 8.21.2 Number and Gender. Words of any gender in this Agreement are interpreted to include any other gender and words in either singular or plural form are interpreted to include the other unless the context in the Agreement clearly requires otherwise.
- 8.21.3 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in interpreting this Agreement.
- 8.22 Conflict of Interest Questionnaire. If required, Contractor shall complete, file, and update a Conflict of Interest Questionnaire in compliance with Chapter 176, Texas Local Government Code. Contractor acknowledges that the law requires the County to provide access to a filed Questionnaire on the official Travis County website.
- 8.23 County Monitoring. The Contractor will be monitored by the Director (or their designee) for compliance with the requirements of this Agreement.
- 8.24 Signatures. The person or persons signing this Agreement on behalf of the Contractor or representing themselves as signing this Agreement on behalf of the Contractor, do hereby warrant and guarantee that he, she, or they have been duly authorized by the Contractor to sign this Agreement on behalf of Contractor and to bind Contractor validly and legally to all terms, performances, and provisions in this Agreement.

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DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both Parties.

Neuropsychology Specialists of Austin, PLLC

DocuSigned by:

Stephanie Paulos

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Name: Stephanie Paulos

Title: Owner/Clinical Neuropsychologist

Date: 8/27/2026

County of Travis, Texas

Travis County Judge
Andy Brown

Date: _____

Approved as to Purchasing
Policies and Procedures by:

Travis County Purchasing Agent
C.W. Bruner, PMP, CPPB

Initial
BB

Approved as to Legal Form by: _____
Assistant County Attorney

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ATTACHMENT A SCOPE OF SERVICES

1. Issue Area

Access to neuropsychological testing for clients and families involved with TCJPD.

2. Purpose

To complete evidence-based assessments with adolescents in order to help identify treatment needs and make recommendations regarding placement decisions.

3. Service Type

Neuropsychological evaluations.

4. Target Population

- 4.1. Contractor shall work with both male and female clients.
- 4.2. Contractor shall work with individuals from ages ten (10) to nineteen (19).
- 4.3. Contractor shall have the capability to perform testing with the following Specialized Populations:
 - 4.3.1. IQ below seventy (70)
 - 4.3.2. Autism Spectrum Disorder
 - 4.3.3. Specific Learning Disorders
 - 4.3.4. Traumatic Brain Injury
 - 4.3.5. Attention-Deficit/Hyperactivity Disorder

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5. Service Delivery

Contractor shall deliver Services as described below:

- 5.1. **Referral/Intake/Discharge Process:** Includes timeframes for initiating contact, completing intake, communicating with clients, providing reports and discharge planning, as well as assessments/surveys used at intake and discharge.

Contractor will initiate contact on referrals within seven (7) business days after receiving the referral and get the initial consultation and testing completed within 4-6 weeks. If the parties are not awaiting any educator, tutor, or parent questionnaires, the report can be finalized within four (4) weeks of the testing appointment, making the total time frame for report turnaround 8-10 weeks after referral.

- 5.2. **Referral:** Contractor shall receive an electronically generated referral form from TCJPD with accompanying details of history, current situation, and purpose for assessment. Referrals shall include identified Positive Achievement Change Tool ("PACT") criminogenic needs, relevant departmental records (e.g., previous hospitalization records, school records), and information from Caseworker (e.g., referral history, program history, placement history, urinalysis results).
- 5.3. **Timeframes for initiating contact:** Juvenile Probation Officer ("JPO") shall schedule evaluation in accordance with Contractor's schedule. Contractor shall respond to requests within one (1) business day and shall schedule evaluations within seven (7) business days.
- 5.4. **Communication:** Contractor shall apply assessment confidentiality standards in accordance with the policies of the American Psychological Association's Code of Ethics and the Texas Administrative Code, as well as all confidentiality requirements of this Agreement.

- 5.5. **Providing Reports:** Contractor shall provide a completed psychological and/or neuropsychological evaluation within 8 to 10 weeks from the date the psychological interview and testing are completed. See below for additional information:

Contractor will initiate contact on referrals within seven (7) business days after receiving the referral and get the initial consultation and testing within 4-6 weeks after the testing appointment, if the parties are not awaiting any educator, tutor, or parent questionnaires, the report can be finalized within four (4) weeks of the testing, making the total time frame for report turnaround 8-10 weeks after referral.

- 5.6. **Frequency of Services:** Contractor shall complete one (1) neuropsychological evaluation per referral.
- 5.7. **Clinical Services:** No therapeutic services are included.
- 5.8. **Screening and Referral:** TCJPD shall make referrals to Contractor based upon the needs of the client and the services provided by the Contractor. Contractor shall provide appropriate evidence-based assessments, as well as schedule availability.
- 5.9. **Assessment:** Contractor shall complete one (1) neuropsychological evaluation per referral. Each neuropsychological evaluation shall include relevant background information, , summary of results, diagnostic impressions, and recommendations. Contractor shall ensure that clients who may require additional assistance or access are provided appropriate accommodations during any assessment.
- 5.10. **Consultation:** Contractor shall make themselves available for consultations with the client's parents/caregivers, JPOs, and other treatment providers (with appropriate consents) upon request. Contractor shall provide information to TCJPD regarding the preferred method of scheduling a consultation session.
- 5.11. **Crisis Intervention:** Contractor shall make appropriate crisis intervention referrals as necessary.

6. Service Accessibility

Contractor shall utilize the following accessibility strategies in delivering services:

- 6.1. **Geographical Access:** All Contractor services shall be provided within the City of Austin.
- 6.2. **Hours of access (hours and days open):** Contractor shall conduct assessments during standard business hours (Monday through Friday, 9 am to 5 pm).
- 6.3. **Linguistic Access:** Contractor shall offer services in English.
- 6.4. **Cultural Competence:** Contractor shall be accessible to youth and families of various backgrounds and demographics.
- 6.5. **Communication Access:** Contractor must be able to communicate with populations such as the hearing or visually impaired, intellectually, or developmentally disabled, or low literacy, etc.

7. Program Staffing

- 7.1. Contractor shall be the sole provider of neuropsychological testing. Contractor shall be a doctoral-level psychologist licensed in the state of Texas. Stephanie Paulos, Ph.D., ABPP, and Melissa Bunner, Ph.D., ABPP are the Contractors assigned to this contract.
- 7.2. **Background Checks:** Contractor shall submit to all ("TCJPD") Human Resources Division background check procedures, including but not limited to a Child Abuse Registry check and FBI database searches.

8. Data & Output Reporting

Contractor shall provide data and reports, as requested by TCJPD, to include the number of juveniles who have completed testing, within ten (10) business days of any request.

9. Performance Measures

Contractor understands and agrees that doctoral-level TCJPD Assessment staff shall periodically review Contractor's evaluations. Any concerns regarding performance issues in terms of the quality of the evaluations shall be directly addressed with the Contractor.

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ATTACHMENT B
FEE SCHEDULE

Pediatric/ Adolescent Neuropsychological Evaluations				
	CPT Code	Price per Unit	Unit(s)	Cost
Intake	96116	\$350	1	\$350
Testing	96132	\$350	1	\$350
	96133	\$350	3	\$1050
	96136	\$175	1	\$175
	96137	\$175	1	\$175
	96138	\$100	1	\$100
	96139	\$100	13	\$1300
Follow- up	96132	\$350	1	\$350

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ATTACHMENT C

INSURANCE REQUIREMENTS

Contractor shall have and shall require all subcontractors providing services to obtain and maintain, standard insurance sufficient to cover the needs of both Contractor and all Subcontractors pursuant to applicable generally accepted business standards. Upon prior reasonable notice to Contractor, County may review insurance requirements and require Contractor to make reasonable adjustments when the scope of Services has been expanded.

Contractor is responsible for all premiums, deductibles, and self-insured retention. Contractor shall obtain insurance that meets the following standards:

- Coverage written by companies licensed in Texas with an A.M. Best rating of B+ VIII or higher;
- Coverage written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy;
- Coverage that provides at least the types and limits in this Attachment.

As evidence of coverage, Contractor shall provide a Certificate of Insurance issued by the writing agent or carrier to the Purchasing Agent within 10 working days after both Parties execute this Agreement. The Certificate must state the Travis County contract number, show all deductibles and self-insured retention, and include all endorsements required by that type of coverage by number. Upon County's request and without expense, County may receive certified copies of policies and endorsements.

Contractor shall have and shall require all subcontractors to have for the below required insurance and include Travis County as Additional Insured and considered primary for all claims except for professional liability and E & O Policies. Contractor shall and shall require subcontractors to be responsible for the payment of all relevant deductibles for any claims made by Travis County against Contractor's or subcontractor's insurance.

Contractor shall not allow any insurance to be cancelled or lapse during any term of this Agreement. The minimum types, limits, and endorsements of insurance coverage are:

A. Workers' Compensation and Employers' Liability Insurance

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

B. Commercial General Liability Insurance

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

C. Professional Liability and/or E & O Insurance

1. Minimum Limit: \$1,000,000 per Occurrence

2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.
3. Additional insured status for Travis County is not required

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ATTACHMENT D
ETHICS SWORN DECLARATION

Date: 8/27/2026

Name of Declarant: Stephanie K. Paulos, PHD, ABPP

Title of Declarant: Owner/Clinical Neuropsychologist

Business Name of Contractor: Neuropsychology Specialists of Austin

County of Contractor: Travis

Declarant on oath swears that the following statements are true and complete:

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

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DocuSigned by:
Stephanie Paulos
C0975BB3770B4E4
Signature of Declarant

Stephanie Paulos
Typed or printed name of Declarant

1500 W 38th Street, Suite 23
Address

Austin TX 78731
City, State Zip Code

EXHIBIT 1, ATTACHMENT D
LIST OF KEY CONTRACTING PERSONS
August 12, 2026

CURRENT EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Andy Brown	
County Judge (Spouse)	Sara Strother	Ascension Seton
Chief of Staff to County Judge	Kate Garza	
Business Office Manager	Cynthia Valdez	
Agenda Coordinator	Leo Carneiro	
Executive Assistant	Brigitte Bowen*	
Executive Assistant	Grace Inman*	
Special Projects Manager	Sara Groff*	
Commissioner, Precinct 1	Jeff Travillion	
Commissioner, Precinct 1 (Spouse)	Perri Travillion	Austin Spurs
Chief of Staff to County Commissioner	Walter Muse	
Executive Assistant	Deone Wilhite	
Executive Assistant	Caitlin Brown	
Commissioner, Precinct 2	Brigid Shea	
Commissioner, Precinct 2 (Spouse)	John Umhress	Austin Energy
Chief of Staff to County Commissioner	Barbara Russell	
Executive Assistant	Loni Orlewold	
Executive Assistant	Dora Anguiano	
Commissioner, Precinct 3	Ann Howard	
Commissioner, Precinct 3 (Spouse)	John Howard	Dell Tech
Chief of Staff to County Commissioner	Nirav Shah	
Executive Assistant	Lucy Oglesby	
Executive Assistant	Mick Long	
Executive Assistant	Brianna McBride	
Commissioner, Precinct 4	George Morales*	
Chief of Staff to County Commissioner	Fred Cantu*	
Executive Assistant	David Salazar	
Executive Assistant	Joaquin Chincanchan*	
Executive Assistant	Melissa Villarreal*	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Patti Smith	
County Executive, Planning & Budget	Jessica Rio	
County Executive, Emergency Services	Charles Brotherton	
County Executive, Health & Human Services	Pilar Sanchez	
County Executive, Transportation & Natural Resources	Cynthia McDonald	
County Executive, Justice & Public Safety	Vacant	
County Executive, Technology & Operations	Maurice McCreary*	
County Executive, Community Legal Services	Geoff Burkhart	
Travis County Attorney	Delia Garza	
Attorney Deputy Chief Senior	Leslie Dippel	

Attorney Deputy Chief Senior	Lucio Del Toro	
Director Enforcement Litigation Division	Melissa Hargis	
Attorney VII, Enforcement Litigation Division	Sameer Birring	
Attorney VI	Jacqueline Sanchez	
Attorney VII, Transactions & Land Use Division	Julie Joe	
Attorney VI, Transactions & Land Use Division	Christina Tagle	
Attorney VII, Transactions & Land Use Division	Christopher Gilmore	
Attorney VII	Georgette Hogarth	
Director, Transactions & Land Use Division	Ann-Marie Sheely	
Asst Director, Transactions & Land Use Division	Ann Greenberg	
Attorney VII, Transactions & Land Use Division	Katherine (Kate) Fite	
Attorney VII, Transactions & Land Use Division	Matthew R. Entsminger	
Attorney VII, Transactions & Land Use Division	Kimberly Wesley*	
Attorney VII, Transactions & Land Use Division	Viri Pulido	
Attorney III, Transactions Division	Linda Martinez	
Director, Health Services Division	Trelisha Brown	
Attorney, Health Services Division	Kinski Moss	
Attorney VII, Health Services Division	David Duncan	
Attorney VII, Health Services Division	Prema Gregerson	
Attorney VI, Health Services Division	Haseeb Abdullah	
Purchasing Agent	C.W. Bruner, CPPB, PMP	
Procurement Director	Jorge Talavera, CPPO, CPPB, CTPE, NIGP-CPP	
Lead Procurement Officer	James A. Carey	
Lead Procurement Officer	Sara Kassem, MPA, CPPB, CTCM, CTCD, NIGP-CPP	
Lead Procurement Officer	Bridgett Bralshaw, NIGP-CPP, CPPB	
Procurement Specialist IV	Lori Clarke, CPPO, CPPB, CTPE, NIGP-CPP	
Procurement Specialist III	Jerry Jones, MBA, CTCM	
Procurement Specialist III	Priscilla Harrington, CPP, CPSM	
Procurement Specialist III	Jean Liburd	
Procurement Specialist III	Limbania Rodriguez, CPPB	
Procurement Specialist III	Geri Castaneda	
Procurement Specialist II	Patricia Estrada	
Procurement Specialist II	Joe Hon	
Procurement Specialist II	Christopher Milledge	
Procurement Specialist II	Tina Litzner	
Procurement Specialist II	Brandon Hoffman	
Procurement Specialist II	Maurecia Smith	
Procurement Specialist II	Danielle Manriquez*	
Procurement Specialist II	Lezlie Mills*	
Procurement Specialist I	Christine Oglesby*	
Procurement Specialist II	Ardian Shaholli, CPP*	
Procurement Specialist II	Patrick Hendricks*	
Procurement Specialist I	Sam McCord	
Procurement Specialist I	Jessica Reagan	
Procurement Specialist I	Teresa Rosalez	
Procurement Specialist I	Gina Garcia	
Procurement Specialist I	Claire Winn*	
Procurement Specialist I	Tommie Wesley	
Procurement Specialist I	Vacant*	
Procurement Specialist I	Danielle Cortez-Medina*	

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Procurement Specialist I	Hilario Aldape*	
Procurement Specialist I	Andrew Steele*	
Procurement Specialist I	Zitlhaly Ramos*	
Procurement Specialist I	Cristofer Martinez*	
Purchasing Operations Division Director	Jason G. Walker, CPPB	
Purchasing Operations Division Director	Rachel Fishback, CPPB	
Purchasing Operations Specialist III	April Cook*	
Purchasing Business Analyst II	Kevin Scarbrough	
Purchasing Business Analyst II	Scott Worthington	
Operations Consultant	Jennifer Winkler, MBA, CGAP, NIGP-CPP	
HUB Program Director	Sylvia Lopez	
Assistant HUB Director	Randle Jackson	
Community Liaison	Kaleo Lopez, SSH*	
HUB Specialist	Nicholas Morrow	
HUB Specialist	Jessica Reagan	
HUB Specialist	Crystal Bennett	
HUB Specialist	Sydney McClelland	
Contract Compliance Director	Tenley Aldredge, M.I.A., J.D.	
Assistant Contract Compliance Director	Kimberly Effinger*	
Contract Compliance Program Manager	Jackie Childress	
Contract Compliance Program Manager	Andrew J. Artzt, J.D.	
Contract Compliance Officer	Vacant	
Contract Compliance Monitor	Dennis Reyna	
Contract Compliance Monitor	Patrick Tuohy	
Contract Compliance Monitor	Remmie Wesley	
Contract Compliance Monitor	Joseph Castillo	
Contract Compliance Monitor	Jonathan Garcia, CPA	
Contract Compliance Monitor	Odetta Marin	
Juvenile Probation Division Director	Miranda Foran	
Juvenile Probation Support Services Manager	Carol Allen	

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

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Procurement Specialist IV	Lee Perry	08/31/26
Procurement Specialist III	Jennifer Proctor Romero	10/02/26
Contract Compliance Monitor	Colby Elizondo	12/18/26
Procurement Specialist II	Sam Francis	01/02/27
Procurement Specialist II	Lauren Hudak	01/09/27
Procurement Specialist I	Koren Shannon	06/01/27
County Executive, Technology & Operations	Paul Hopingardner	05/29/27
Commissioner, Precinct 4	Margaret Gomez	05/31/27
Procurement Specialist II	Thomas Lynch	07/17/27

EXHIBIT 2, ATTACHMENT D
DISCLOSURE

Exhibit 2 acknowledges that Contractor is doing business or has done business during the 365-day period immediately prior to the date of execution of the agreement with the following Key Contracting Persons and warrants that these are the only such Key Contracting Persons.

none

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If no one is listed above, Contractor warrants that Contractor is not doing business and has not done business with any Key Contracting Person during the 365-day period immediately prior to the date of execution of the agreement.

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

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

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

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

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

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

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

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

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

- ☒ The contractor/potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, the State of Texas, or Travis County.
- ☐ The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor:

Signature of Authorized Representative:

Printed Name of Authorized Representative:

Title of Authorized Representative:

Unique Entity ID (generated by SAM.gov):

Date:

Neuropsychology Specialists of Austin

DocuSigned by:

Stephanie Paulos

C0975BB3770B4E4...

Stephanie Paulos

Owner/Clinical Neuropsychologist

N/A

8/27/2026

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ATTACHMENT F

BUSINESS ASSOCIATES AGREEMENT

This Business Associate Agreement is made as of September 15, 2026, (“Effective Date”), by and between Travis County (the “Covered Entity”) and Neuropsychology Specialists of Austin, PLLC, (“Contractor” or “Business Associate”). Covered Entity and Contractor may be referred to individually as a “party” or collectively as the “parties.”

Either prior to or contemporaneously with the execution of this Business Associate Agreement, Contractor and Covered Entity have entered into an agreement (the “Service Agreement”) pursuant to which Contractor has been engaged to provide neuropsychologist services on behalf of Covered Entity.

1. OBLIGATIONS

- 1.1. In the course of providing these services to or on behalf of Covered Entity, Contractor acknowledges and agrees that it will either create, receive, maintain, access, or transmit information that is protected by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Insurance Technology for Economic and Clinical Health Act of 2009 (“HITECH Act”), and current and future regulations promulgated under HIPAA and/or the HITECH Act, as well as Texas laws related to the privacy and security of health information, including, but not limited to, Texas Health and Safety Code Chapters 181 and 182.
- 1.2. To the extent that Business Associate uses, discloses, maintains, or transmits protected health information (“PHI”) that concerns alcohol and substance abuse treatment, Business Associate acknowledges and agrees that:
 - (i) such information is protected by 42 C.F.R. Part 2 (“Part 2”), and Business Associate is bound by these regulations;
 - (ii) Part 2 prohibits Business Associate from further disclosing such information unless disclosure is authorized by Part 2, Subparts D or E, or Business Associate obtains the written consent of the individual whose PHI is to be further disclosed; and
 - (iii) if necessary, Business Associate will resist any effort to obtain access to such information by initiating judicial proceedings against the person or entity attempting to gain access in contravention of Part 2.
- 1.3. Obligations of Business Associate and Business Associate Subcontractors. Business Associate agrees (and its Subcontractors will agree through the execution of a written contract) to comply with all of the provisions of this Section 1.3. For purposes of clarification, the obligations set forth in this Section shall apply to all of Business Associate’s subcontractors (as that term is defined in 45 C.F.R. 160.103) and subcontractor’s downstream subcontractors who create, receive, use, disclose, or have access to Covered Entity’s PHI. Any reference to Business Associate in this Agreement includes all of Business Associate’s subcontractors, directors, officers, employees, affiliates, agents and representatives, as well as subcontractors’ downstream subcontractors. Business Associate expressly acknowledges and agrees that it will be liable for the actions and omissions of its subcontractor(s) and its subcontractors’ downstream subcontractors (collectively referred to as “Subcontractor” or “Subcontractors”).
 - 1.3.1 *Use Reasonable Safeguards to Secure Protected Health Information.* The HITECH Act and final Omnibus Rule as published at 78 Federal Register 5566 (January 25, 2013) require Business Associate to comply with 45 C.F.R. Sections 164.308, 164.310, 164.312 and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees that it will comply with those provisions of the Security Standards for the Protection of Electronic Protected Health Information (the “Security Rule”). Business Associate acknowledges and agrees that the provisions of the Security Rule with which it must comply require Business Associate to:
 - (i) employ appropriate administrative and physical safeguards, consistent with the size and complexity of Business Associate’s operations, to protect the confidentiality of PHI and to

prevent the use or disclosure of PHI in any manner inconsistent with the terms of this Business Associate Agreement. These safeguards will include, without limitation:

- (a) implementing written policies and procedures in compliance with HIPAA, HITECH, and the Privacy and Security Rule;
 - (b) performing a security risk assessment within one (1) calendar year of contract; and
 - (c) regularly and adequately training its employees, and any Subcontractors who will have access to PHI on the policies and procedures required by HIPAA, HITECH, their implementing regulations, and state law.
- (ii) use, to the extent possible, commercially reasonable efforts to secure electronic protected health information (“EPHI”) through technical safeguards that render such EPHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such EPHI. At a minimum, Business Associate will use technical safeguards that are compliant with 45 C.F.R. Section 164.312, or such later regulations or guidance promulgated by the U.S. Department of Health and Human Services (“HHS”) or issued by the National Institute for Standards and Technology (“NIST”) that concern the protection of identifiable data such as PHI.
 - (iii) provide Covered Entity with a copy of its written information security program withing one calendar year of the execution of this Business Associate Agreement.

1.3.2 *Use and Disclose Protected Health Information for Permissible Purposes.*

- (i) Business Associate agrees that it will:
 - (a) use or disclose PHI only in connection with fulfilling its duties and obligations under this Business Associate Agreement and the Service Agreement;
 - (b) not use or disclose PHI other than as permitted by Section 2 of this Business Associate Agreement or as required by Section 1.3.3 of this Agreement; and
 - (c) not use or disclose PHI in any manner that violates applicable federal and state laws or would violate such laws if used or disclosed in such manner by Covered Entity.
- (ii) Business Associate may disclose PHI that is not protected by Part 2 to Subcontractors as necessary to perform its obligations under the Service Agreement and as permitted or required by applicable federal or state law.
- (iii) Under no circumstances will Business Associate:
 - (a) sell PHI in such a way as to violate Texas Health and Safety Code, Chapter 181.153;
 - (b) use or further disclose genetic information for underwriting purposes;
 - (c) attempt to re-identify any information in violation of Texas Health and Safety Code Section 181.151, regardless of whether such action would be permitted if performed by the Covered Entity; or
 - (d) use PHI for marketing purposes in such a manner as to violate Texas Health and Safety Code Section 181.152. Before Business Associate can sell, use, or disclose PHI for marketing purposes, Business Associate must first obtain Covered Entity’s written consent.

1.3.3 *Support Covered Entity in Fulfilling its Obligations.* If the Business Associate maintains a Designated Record Set (as defined in 45 C.F.R. 164.501), Business Associate will support Covered Entity in a manner that enables Covered Entity to meet its obligations under 45 C.F.R. Sections 164.524, 164.526, and 164.528. To the extent that Business Associate is asked to carry out

Covered Entity's obligations under these sections, Business Associate will comply with the requirements that apply to Covered Entity in the performance of such obligations.

(i) Requests for Access (45 C.F.R. 164.524)

- (a) Business Associate will provide Covered Entity with any PHI subject to an individual's request for access within three (3) business days of Covered Entity's written request for the same. Unless Covered Entity specifically requests otherwise, the PHI subject to the request will be forwarded in electronic form.
- (b) In the event any individual requests access to PHI directly from Business Associate, Business Associate will forward such request to Covered Entity within two (2) business days. Before forwarding any PHI to Covered Entity, Business Associate will indicate in the Designated Record Set, any material it deems unavailable to the individual pursuant to 45 C.F.R. Section 164.524(a)(1). Covered Entity will make the final determination as to the availability of the requested material.

(ii) Requests for Amendment (45 C.F.R. 164.526)

- (a) Business Associate will provide Covered Entity with the PHI subject to an individual's request for amendment within five (5) business days of Covered Entity's written request for the same. Unless Covered Entity requests otherwise, the PHI subject to the request will be forwarded in electronic form.
- (b) In the event any individual requests an amendment of PHI directly from Business Associate, Business Associate will forward such request to Covered Entity within two (2) business days. Before forwarding any PHI to Covered Entity, Business Associate will indicate in the Designated Record Set, any material it deems unavailable for inspection by the individual pursuant to 45 C.F.R. Section 164.526(a)(1). Covered Entity will make the final determination on the request.
- (c) Business Associate will incorporate any amendment to PHI that Covered Entity directs or agrees to make no later than fifteen (15) days after Covered Entity requests the amendment be effected.

(iii) Accounting of Disclosures (45 C.F.R. 164.528)

- (a) In order to allow Covered Entity to respond to an individual's request for an accounting, Business Associate will provide Covered Entity with the information required by 45 C.F.R. Section 164.528 within five (5) business days of Covered Entity's written request for the same. Unless Covered Entity specifically requests otherwise, the information will be forwarded in electronic form.
- (b) In the event any Individual requests an accounting of disclosure of PHI directly from Business Associate, Business Associate will forward such request to Covered Entity within two (2) business days.
- (c) At a minimum, Business Associate will provide Covered Entity with the following information:
 - the date of the disclosure;
 - the name of the entity or person who received the PHI, and if known, the address of such entity or person;
 - a brief description of the PHI disclosed; and
 - a brief statement of the purpose of such disclosure.

- (d) Business Associate will implement an appropriate recordkeeping process to enable it to comply with the requirements of this Subsection 1.3.4.

1.3.4 *Keep Accurate and Detailed Records.* Business Associate will keep such accurate and detailed records pertaining to:

- (i) all disclosures of PHI to third parties, including those made to Business Associate's directors, officers, employees, affiliates, agents, Subcontractors, and representatives, other than those disclosures that meet the exception criteria of 45 C.F.R. Section 164.528, for a period of at least six (6) years from the date of termination of this Agreement; and
- (ii) the written agreements it enters into with Subcontractors. Business Associate will provide Covered Entity with a copy of such agreements, upon request, and will also keep a written list of all Subcontractors to whom Business Associate discloses PHI.

1.3.5 *Cooperate with Covered Entity and the Secretary.* Business Associate agrees that:

- (i) Business Associate will submit such compliance reports, in such time and manner and containing such information, as the Secretary of HHS ("Secretary") may determine to be necessary to verify compliance with applicable HIPAA provisions.
- (ii) Business Associate will cooperate with the Secretary, if the Secretary undertakes investigations or compliance review of the policies, procedures, or practices of Covered Entity or Business Associate. Business Associate will also cooperate with Covered Entity, if Covered Entity undertakes an audit to determine Business Associate's compliance with this Business Associate Agreement.
- (iii) Business Associate must permit access to the Secretary and Covered Entity, as applicable, during normal business hours to its facilities, books, records, accounts and other sources of information, including PHI, in order for the Secretary or Covered Entity to ascertain Business Associate's compliance with HIPAA provisions or this Business Associate Agreement, respectively.
 - (a) Notwithstanding the foregoing, if the Secretary determines that exigent circumstances exist, such as when documents may be hidden or destroyed, Business Associate must permit access by the Secretary at any time and without notice.
 - (b) If any information required of the Business Associate is under the exclusive possession of any other agency, institution, or person and the other agency, institution, or person fails to furnish the information, the Business Associate must so certify and set forth what efforts it has made to obtain the information.
 - (c) Business Associate will provide Covered Entity with copies of all documents provided to the Secretary or other regulatory and accreditation authorities.
- (iv) In addition to Business Associate's obligations under Section 1.3.5(iii)(c), Business Associate will provide copies of any documents reasonably requested by Covered Entity. Documents will be made available to Covered Entity within fourteen (14) days of Covered Entity's request at no charge.

1.3.6 *Enter into Business Associate Agreements with Subcontractors.*

- (i) In accordance with 45 C.F.R. 164.314(a)(2)(B), Business Associate will enter into a signed written agreement with its Subcontractor(s), if any, that:
 - (a) Binds the Subcontractor to the same provisions, restrictions, and conditions as contained in this Business Associate Agreement;

- (b) Contains reasonable assurances from Subcontractor that the PHI will be held confidential as provided in this Business Associate Agreement, and only disclosed as required by law or for the purposes for which it was disclosed to Subcontractor;
- (c) Establishes the permitted and required uses and disclosures of PHI by the Subcontractor. The written agreement will not authorize the Subcontractor to use or further disclose PHI in a manner that would violate 45 C.F.R. Parts 160 and 164, Subparts A and E (the "Privacy Rule") or Part 2, if done by Covered Entity;
- (d) Obligates Subcontractor to forward a request from an individual to Business Associate on the same day that Subcontractor receives such requests;
- (e) Obligates Subcontractor to immediately notify Business Associate of any breaches (including breaches of unsecured PHI as required by 45 C.F.R. 164.410) of the confidentiality of the PHI and Security Incidents (as defined in 45 C.F.R. 164.304) of which it becomes aware; and
- (f) Requires the Subcontractor to comply with the applicable requirements of HIPAA (including but not limited to the Security and Privacy Rule) as well as Texas Privacy provisions.

- (ii) Business Associate will provide Covered Entity with a copy of each such written agreement, upon request.

1.3.7 *Survival.* The provisions of this Section 1.3 will survive the termination of this Business Associate Agreement

1.4. Obligations of Covered Entity

- 1.4.1 *Resolve and Report All Appeals and Complaints.* Any denial of access or amendment to PHI, which is determined by Covered Entity and conveyed to Business Associate by Covered Entity, will be the sole responsibility of Covered Entity. Covered Entity will resolve and report all appeals and/or complaints arising from such denials.

2. RESTRICTIONS ON THE USE AND DISCLOSURE OF PHI

2.1. Except as otherwise specified herein, Business Associate may use or disclose any PHI necessary to perform its obligations under the Service Agreement.

2.2. Improper Uses and Disclosures

2.2.1 Neither Business Associate nor its directors, officers, employees, Subcontractors, or agents will disclose PHI to any person other than a member of their respective workforces, unless disclosure is required by law or authorized by the person whose PHI is to be disclosed.

2.2.2 Business Associate and its Subcontractors will not disclose PHI to any member of its respective workforce unless Business Associate or Subcontractor has advised such member of Business Associate's obligations under this Business Associate Agreement, and of the consequences for such person and for Business Associate or such Subcontractor of violating them. Business Associate will take and will require that each of its Subcontractors and agents take appropriate disciplinary action against any member of its respective workforce who uses or discloses PHI in contravention of this Business Associate Agreement.

2.2.3 If PHI is used or disclosed by Business Associate in violation of this Business Associate Agreement, Business Associate will:

- (i) notify Covered Entity within the timeframe described in Section 4.4;
- (ii) upon Covered Entity's direction, take steps to mitigate any harmful effect that is known to Business Associate and is the result of such improper use or disclosure, and
- (iii) indemnify Covered Entity pursuant to Section 7 of this Business Associate Agreement.

2.3. Minimum Necessary

- 2.3.1 Business Associate will comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure of Limited Data Sets.
- 2.3.2 Business Associate acknowledges and agrees that Section 13405(b) of the HITECH Act requires Business Associate to limit its uses and disclosures of PHI to either:
 - (i) the information making up a Limited Data Set (as defined in 45 C.F.R. 164.514); or
 - (ii) the minimum PHI necessary to accomplish the intended purpose of the use or disclosure.

3. REPORTING OF BREACHES, SECURITY INCIDENTS, AND IMPROPER DISCLOSURES

3.1. Definition of Breach. The term “Breach,” as used in this Agreement, refers to two (2) distinct types of breaches: a HIPAA Breach and a Breach of System Security.

- 3.1.1 A “HIPAA Breach” is the unauthorized acquisition, access, use, or disclosure of PHI in a manner not permitted by HIPAA and which compromises the security or privacy of such information.
- 3.1.2 A “Breach of System Security” means an unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information (as defined in Section 521.002 of the Texas Business and Commerce Code) maintained by a person, including data that is encrypted if the person accessing the data has the key required to decrypt the data.

3.2. Breach Reporting

3.2.1 In the event of a Breach of any Unsecured PHI (as defined in 45 C.F.R. 402) or sensitive personal information that Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds or uses on behalf of Covered Entity, Business Associate will provide notice of the Breach to Covered Entity immediately, but in no event more than three (3) days after discovering the Breach.

- (i) For purposes of this Business Associate Agreement, a Breach of Unsecured PHI or sensitive personal information will be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate (including any person, other than the individual committing the Breach, who is an employee, officer, Subcontractor, or other agent of Business Associate, as determined in accordance with the federal common law of agency) or should have been known to Business Associate following the exercise of reasonable diligence.

3.2.2 Business Associate will be liable to, and indemnify Covered Entity for, unreasonable delays in reporting Breaches to Covered Entity.

3.2.3 Notice of a Breach will include, at a minimum:

- (i) the identification of each individual whose PHI or sensitive personal information has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Breach;
- (ii) the date of the Breach, if known, and the date the Breach was discovered;
- (iii) a description of the types of PHI or sensitive personal information involved (e.g., names, Social Security numbers, dates of birth, home addresses, or medical record numbers);
- (iv) a description of the Business Associate’s response to the Breach, if any (i.e., what the Business Associate has done to investigate the Breach and to protect against future Breaches); and
- (v) any other reasonable information requested by Covered Entity.

3.3. Duties Following a Breach. In addition to Business Associate’s obligations under Section 3.2, Business Associate has a duty to:

- 3.3.1 inform Covered Entity of any new information learned by Business Associate regarding the Breach;
- 3.3.2 assist Covered Entity in:
 - (i) conducting a risk assessment of the Breach;
 - (ii) providing notice of the Breach as required by the Privacy and Security Rule;
 - (iii) mitigating any harmful effect of such Breach, whether the harm is known by Business Associate to exist or merely directed by Covered Entity;
- 3.3.3 pay all costs associated with mitigation and public or individual notice efforts (including the costs associated with a Subcontractor's breach); and
- 3.3.4 appoint a liaison and provide contact information for same so that Covered Entity may ask Business Associate questions or learn additional information about the Breach.
- 3.4. Reporting of Security Incidents and Improper Disclosures. Business Associate will report to Covered Entity any Security Incident, unauthorized or improper use or disclosure of any PHI under the terms and conditions of this Business Associate Agreement or applicable federal and state laws as soon as practicable, but in no event later than two (2) days of the date on which Business Associate becomes aware of such use or disclosure.

4. EQUITABLE REMEDIES

- 4.1. Business Associate acknowledges and agrees that Covered Entity will suffer irreparable damage upon Business Associate's breach of this Business Associate Agreement, and that such damages will be difficult to quantify.
- 4.2. Business Associate acknowledges and agrees that, where Covered Entity has knowledge of any material breach by Business Associate, Covered Entity may file an action for injunction against Business Associate to enforce the terms of this Business Associate Agreement. Such proceeding may be brought before any Court having jurisdiction to obtain an injunction.
- 4.3. Business Associate acknowledges and agrees that Covered Entity may also pursue any other legal remedies available to Covered Entity to cure or stop such material breach.

5. TERM AND TERMINATION

- 5.1. General Term and Termination. This Business Associate Agreement will become effective on the Effective Date of the Service Agreement and will terminate when all PHI provided by either party to the other, or created or received by Business Associate on behalf of Covered Entity is, in accordance with Section 6, destroyed or returned to Covered Entity or, if it is not feasible to return or destroy PHI, protections are extended to such information, in accordance with the terms of Section 6 of this Business Associate Agreement.
- 5.2. Termination for Material Breach
 - 5.2.1 Where Covered Entity has knowledge of a material breach by Contractor, Covered Entity may terminate both the Service and Business Associate agreements it has executed with Contractor. Such termination may occur before the expiration of the Service Agreement and without provision of notice or an opportunity for Contractor to cure.
 - (i) Business Associate commits a material breach of this Agreement if Business Associate:
 - (a) knows of a pattern of activity or practice of a Subcontractor that constitutes a material breach or violation of the Subcontractor's obligation under the contract or other arrangement, unless the Business Associate takes reasonable steps to cure the breaches or end the violation, as applicable;
 - (b) impermissibly uses or discloses PHI;

- (c) fails to provide Covered Entity with timely and accurate Breach notification;
- (d) fails to provide timely access, either to Covered Entity, a requesting individual, or the requesting individual's designee, to a copy of PHI;
- (e) fails to provide a timely and accurate accounting;
- (f) fails to timely disclose PHI where required by the Secretary;
- (g) fails to fully comply with Texas law, the Security Rule, or the Privacy Rule; or
- (h) otherwise fails to fully comply with this Business Associate Agreement.

5.2.2 Alternatively, Covered Entity will have the right to cure any breach of Business Associate's obligations under this Business Associate Agreement.

- (i) When Covered Entity chooses to exercise this right, Covered Entity will give Business Associate notice of its election to cure any such breach, and Business Associate will cooperate fully.
- (ii) Business Associate will compensate Covered Entity for the efforts Covered Entity undertakes to cure Business Associate's breach. Payment for such efforts will be made to Covered Entity within thirty (30) days.

6. RETURN/DESTRUCTION OF PROTECTED HEALTH INFORMATION UPON TERMINATION Business Associate acknowledges that, as between Business Associate and Covered Entity, all PHI will be and remain the sole property of Covered Entity, including any and all forms thereof developed by Business Associate or its Subcontractors in the course of fulfillment of its obligations pursuant to this Business Associate Agreement and the Service Agreement. Upon termination of the Business Associate Agreement or Service Agreement for any reason, Business Associate will:

6.1. If feasible, return or destroy all PHI received from, or created or received by Business Associate on behalf of Covered Entity that Business Associate or any of its directors, officers, employees, affiliates, Subcontractors, agents, and representatives still maintain in any form; or

6.1.1 Business Associate agrees that all paper, film, or other hard copy media will be shredded or destroyed such that it may not be reconstructed, and EPHI will be purged or destroyed as set forth in the NIST Guidelines for media sanitization at <http://www.csrc.nist.gov/>.

6.2. If Covered Entity and Business Associate mutually determine that such return or destruction is not feasible, Business Associate's will:

- 6.2.1 continue to use appropriate safeguards and comply with the Security Rule (45 C.F.R Part 164, Subpart C), with respect to EPHI;
- 6.2.2 extend the conditions of Section 2 of this Business Associate Agreement to all PHI retained by Business Associate;
- 6.2.3 further limit the uses and disclosures of PHI to those purposes that that make the return or destruction of the PHI infeasible (i.e., for the purposes for which such PHI was maintained); and
- 6.2.4 return or destroy the PHI retained as soon as it is no longer needed by Business Associate for the purposes that made the return or destruction of the PHI infeasible.

7. INDEMNIFICATION Business Associate will indemnify, defend and hold harmless Covered Entity and its directors, officers, employees, affiliates, agents, and representatives from and against any and all actions, claims, costs (including court costs and attorneys' fees), demands, suits, penalties, proceedings, losses and liabilities of any kind, arising from or relating to the acts or omissions of Business Associate or any of its directors, officers, employees, affiliates, agents, Subcontractors, and representatives in connection with Business Associate's performance under this Business Associate Agreement, without regard to any limitation or exclusion of damages provision otherwise set forth in the Business Associate or Service Agreement. The indemnification provisions of this Section 6 will survive the termination of this Business Associate Agreement and will apply when actions,

claims, demands, or proceedings are brought by a third party or when Business Associate commits a material breach of this Agreement, as described in Section 5.2.1.

8. **AMENDMENT** If any of the rules or regulations promulgated under HIPAA or state law are amended or interpreted in a manner that renders this Business Associate Agreement inconsistent therewith, Covered Entity may, on thirty (30) days written notice to Business Associate, amend this Business Associate Agreement to comply with such amendments or interpretations. Business Associate agrees that it will amend applicable Subcontractor agreements as necessary to comply with changes in laws or regulations.
9. **ASSIGNMENT** This Agreement may be assigned to any affiliate or successor of the Covered Entity. Notwithstanding the foregoing, no assignment of this Business Associate Agreement or the rights and obligations hereunder will be valid without the prior written consent of the non-assigning party.
10. **CONFLICTING TERMS AND REQUIREMENTS** In the event any terms of this Business Associate Agreement conflict with any terms of the Service Agreement, the terms of this Business Associate Agreement will govern and control. In the event of any conflict between this Business Associate Agreement and federal or Texas law, the more stringent requirements will govern.
11. **ADDITIONAL DOCUMENTS** Each of the parties hereto agrees to execute any document or documents that may be requested from time to time by the other party to implement or complete such party's obligations pursuant to this Business Associate Agreement or law.
12. **ENTIRE AGREEMENT** This Business Associate Agreement, including any exhibits or addenda identified and incorporated by reference herein, contains the entire understanding of the parties and supersedes any prior written or oral agreements or understandings among them concerning the subject matter set forth above. There are no representations, warranties, covenants, promises, agreements, arrangements or understandings, oral or written, express or implied among the parties hereto relating to the subject matter set forth above which have not been fully expressed herein.
13. **GOVERNING LAW AND VENUE** This Business Associate Agreement will be construed and governed according to the laws of the State of Texas, without giving effect to its conflict of laws provisions. Venue for any dispute relating to this Agreement will be in Travis County, Texas.
14. **INDEPENDENT CONTRACTOR STATUS** In performing Business Associate's responsibilities pursuant to this Business Associate Agreement, it is understood and agreed that Business Associate is all times acting as an independent contractor and that Business Associate is not a partner, joint-venturer, agent or employee of the Covered Entity. It is expressly agreed that Contractor will not for any purpose be deemed to be an agent, ostensible or apparent agent, or servant of the Covered Entity, and the parties agree to take any and all such action as may be reasonably requested by the Covered Entity to inform the public and others utilizing the professional services of Business Associate of such fact.
15. **INTERPRETATION** Any ambiguity in this Agreement will be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with applicable law.
16. **NON-WAIVER** No waiver by either of the parties hereto of any failure by the other party to keep or perform any provision, covenant or condition of this Business Associate Agreement will be deemed to be a waiver of any preceding or succeeding breach of the same, or any other provision, covenant or condition.
17. **NO THIRD PARTY BENEFICIARIES** This Business Associate Agreement is not intended to benefit any third person or entity, nor will anyone not a party to this Business Associate Agreement be able to enforce or recover any right or remedy hereunder.

DRAFT

18. NOTICES Any notice to a party hereto pursuant to this Business Associate Agreement will be given in writing in the manner and at the address set forth in the Service Agreement for notice. Notice will be effective upon delivery.
19. PARTIES BOUND This Business Associate Agreement and the rights and obligations hereunder will be binding upon and inure to the benefit of the parties and their permitted assigns. This Business Associate Agreement will also bind and inure to the benefit of any successor of Covered Entity by sale, merger or consolidation.
20. SEVERABILITY The sections, paragraphs and individual provisions contained in this Business Associate Agreement will be considered severable from the remainder of this Agreement and in the event that any section, paragraph or other provision should be determined to be unenforceable as written for any reason, such determination will not adversely affect the remainder of the sections, paragraphs or other provisions of this Agreement. It is agreed further, that in the event any section, paragraph or other provision is determined to be unenforceable, the parties will use their best efforts to reach agreement on an amendment to the Agreement to supersede such severed section, paragraph or provision.

IN WITNESS WHEREOF, the parties have signed this Business Associate Agreement to be effective as of the date set forth above.

NEUROPSYCHOLOGY SPECIALISTS OF AUSTIN, PLLC.

DocuSigned by:
By Stephanie Paulos
C0975BB3770B4E4...

Name: Stephanie Paulos

Title: Owner/Clinical Neuropsychologist

Address: 1500 W 38th Street, Suite 23

Austin TX 78731

COUNTY OF TRAVIS

By: _____

Name: Andy Brown

Title: Travis County Judge

Address: P.O. Box 1748

Austin, Texas 78767

DRAFT



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Approve Modification No. 5 to Contract No. 4400002551 with John Matthew Fabian, PSYD, JD, LLC, as needed, for Psychological/ Psychiatric Services. (Criminal Courts) (Commissioner Travillion)

Prepared By/Phone Number: Sam McCord, Procurement Specialist I, (512) 854-9834

Elected/Appointed Official or Department Head: C W Bruner

Commissioners Court Sponsor(s): Commissioner Travillion

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

This contract provides competency evaluations and other related services for Travis County Criminal Courts.

This Modification No. 5 adds a one-year renewal option and replaces the fee schedule for additional services.

Contract Information:

Contract No.: 4400002551

Contractor Name: John Matthew Fabian, PSYD, JD, LLC

Contract Modification Amount: As needed

Contract Period: September 29, 2015 – September 30, 2027

Current Contract Expenditures: Within the last 12 months, \$97,034.00 has been spent on this contract.

Previous Contract and Modification Activity:

See attached Modification Summary

Staff Recommendations:

Travis County Criminal Courts recommends approval of this Modification.

Purchasing Comments:

The Purchasing Agent confirms that the purchasing process complied with the County procedures and Texas statutes applicable to it.

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

Comments: As needed

Required Authorizations:

N/A

Attachments:

1. Mod Summary
2. Memo
3. MOD 6



Travis County Commissioners Court Voting Session Contract and Modification Summary

Contract: Dr. John Fabian

Contractor: John Matthew Fabian, PSYD, JD, LLC

Previous Contract and Modification Activity:

On September 30, 2022, the Purchasing Agent approved Modification No. 5 to replace Attachment B - Fee Schedule.

On September 8, 2022, the Commissioners Court approved Modification No. 4 to add five additional one-year renewal terms, and automatically renew the contract October 1st of each year starting October 1, 2021 through September 30, 2026.

On February 2, 2020, the Purchasing Agent approved Modification No. 3 to replace Attachment B - Fee Schedule.

On October 13, 2016, the Purchasing Agent approved Modification No. 2 to replace Attachment B - Fee Schedule.

On July 1, 2016, the Purchasing Agent approved Modification No. 1 to extend the contract from October 1, 2016, to September 30, 2017.

On September 29, 2015, the Commissioners Court approved the initial contract award.

TRAVIS COUNTY
DISTRICT AND COUNTY
CRIMINAL COURTS

DEBRA HALE
DIRECTOR OF COURT
MANAGEMENT



BLACKWELL-THURMAN
CRIMINAL JUSTICE CENTER
P. O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9244
FAX: (512) 854-4464

DATE: August 14, 2026
TO: C. W. Bruner, Purchasing Agent
Jorge Talavera, Procurement Director
Sam McCord, Procurement Specialist I
FROM: Jennifer Kraber, Director of Court Administration

The Travis County Criminal Courts are requesting to modify the following contract to add one year's renewal.

<u>Contract #</u>	<u>Provider</u>
4400002551	Dr. John Fabian

Additionally, the Travis County Criminal Courts were awarded additional funding in the FY27 budget to increase compensation for our contractors who provide psychological services. We need to modify this contract to reflect this increase. The new fee schedule will be effective October 1, 2026, and is attached.

The following details the line item and budget amount to be used for this contract:

Cost Centers:	GL Account:
1940010001	514115
1941010001	514115

If you need additional information to proceed, please do not hesitate to call me.

MODIFICATION OF CONTRACT: 4400002551, Psychological/Psychiatric Services

ISSUED BY:

Travis County Purchasing Office
P.O. Box 1748
Austin, Texas 78767
Contact: Sam McCord
Tel. No: (512) 854-9834

ISSUED TO:

Dr. John Fabian
5716 W. US HWY 290 Suite 110
Austin, Texas 78735

MODIFICATION NO.: 6

EXECUTED DATE OF ORIGINAL CONTRACT: September 29, 2015

ORIGINAL CONTRACT TERM: September 29, 2015 to September 30, 2026

MODIFIED CONTRACT TERM END DATE: September 30, 2027

ORIGINAL CONTRACT AMOUNT: As-Needed Basis

MOD. 6 AMOUNT: As-Needed Basis

CUMULATIVE CONTRACT AMOUNT: \$1,067,916.50

Note to Vendor:

☒ Complete and execute (*sign*) your portion of the signature block section as tagged below.
☐ DO NOT execute. Retain for your records.

Court Approval Required?

☒ Yes
☐ No

DESCRIPTION OF CHANGES: Except as provided in this Modification 6, all terms, conditions and provisions of the Contract referenced above, as previously modified, remain unchanged and in full force and effect.

1. Pursuant to Section 7.0 Amendments/Modifications, the above contract is amended as follows:

- A. Section 3.2 Renewal Term(s) is modified to add one additional one-year renewal term, subject to continued funding by Commissioners Court, this contract shall automatically renew on October 1, 2026, through September 30, 2027, unless sooner terminated by either party.
- B. Attachment B - Fee Schedule is deleted in its entirety and replaced with the attached Attachment B – Fee schedule.

DRAFT

LEGAL BUSINESS NAME: Dr. John Fabian

Signed by:

BY: John Matthew Fabian

SIGNATURE

BY: John Matthew Fabian

PRINT NAME

TITLE: Forensic & Clinical Neuropsychologist

ITS DULY AUTHORIZED AGENT

8/28/2026

DATE: _____

TRAVIS COUNTY, TEXAS

BY: _____

C.W. BRUNER, PMP, CPPB, PURCHASING AGENT

Initial

BB

DATE: _____

TRAVIS COUNTY, TEXAS

BY: _____

ANDY BROWN, TRAVIS COUNTY JUDGE

DATE: _____

ATTACHMENT B
FEE SCHEDULE

Psychological/Psychiatric Evaluations

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

Item No.	Item Description	Unit	Cost
1	Psychological / Psychiatric Evaluations for court competency - Evaluation includes travel to Travis County Jail/Del Valle Facility, review of medical and psychiatric records and conference with medical staff and corrections officers, interview of defendant, consultation with defense attorney and/or prosecutor, interview with collateral contacts (such as family), preparation of report, and submission of report.	Each	\$750
2	Sanity Evaluation – Evaluation includes travel to Travis County Jail/Del Valle Facility, review of medical and psychiatric records and conference with medical staff and corrections officers, interview of defendant, consultation with defense attorney and/or prosecutor, interview of collateral contacts (such as family), review of offense report to include video/audio recordings, preparation of report, and submission of report.	Each	\$2,400
3	Completion of Certificate of Medical Examination for Mental Illness by Psychiatrist - Evaluation includes travel to Travis County Jail/Del Valle Facility, review of medical and psychiatric records and conference with medical staff and corrections officers, interview of defendant, consultation with defense attorney and/or prosecutor, interview with collateral contacts (such as family), preparation of report, and submission of report.	Each	\$1,000
4	Court Testimony	P/hr	\$400
5	No Show for scheduled appointments (Items 1 – 2) Contractor shall not bill the County a “No Show” fee when a defendant provides twenty-four (24) hour notice of cancelation or for any circumstances beyond the defendant’s control, such as inclement weather or medical emergencies.	Each	\$75



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Approve Modification No. 2 to Contract No. 4400002685 with Hilltop Securities Inc., an as-needed contract, for services. (Planning and Budget Office) (Commissioner Travillion)

Prepared By/Phone Number: Joe Hon, Procurement Specialist II, 512-854-4881

Elected/Appointed Official or Department Head: C W Bruner

Commissioners Court Sponsor(s): Commissioner Travillion

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

On July 30, 2015, Travis County issued Request for Qualifications No. 1507-016-AW to seek qualified organizations to provide financial advisory services for the Travis County Corporations. Hilltop Securities Inc. was the highest scoring organization based on experience and qualifications. Contract No. 4400002685 was awarded to Hilltop on December 22, 2015; the initial term of the agreement was one year beginning on December 22, 2015, with five additional one-year automatic renewals ending September 30, 2021. On May 11, 2021, the agreement was amended to add an extension for one year ending September 30, 2022, with four additional one-year automatic renewals ending September 30, 2026.

This modification adds a second extension for two years ending September 30, 2028. The fees related to the services remain the same during this second extension. Travis County Corporations will request a solicitation for financial advisory services after a strategic plan for the Corporations has been approved by its Board.

Contract Information:

Contract No.: 4400002685

Contractor Name: Hilltop Securities Inc.

Contract Modification Amount: As needed

Contract Period: October 1, 2026 – September 30, 2028

Current Contract Expenditures: Within the last 12 months, \$55,150.00 has been spent against this contract.

Previous Contract and Modification Activity:

On May 11, 2021, the Commissioners Court approved Modification No. 1 to extend the contract from October 1, 2021, to September 30, 2022.

On December 22, 2015, the Board of Directors of the Travis County Housing Finance Corporation approved the initial contract on an as needed basis.

Staff Recommendations:

Travis County Corporations recommends approval of this contract modification.

Purchasing Comments: The Purchasing Agent confirms that the purchasing process complied with the County procedures and Texas statutes applicable to it.

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

Comments: As-needed contract to be funded by bond closings and non-County funds.

Required Authorizations:

N/A

Attachments:

1. PBO (Corps) memo for Mod 2 to 4400002685 Hilltop
2. DRAFT Mod 2 to 4400002685 Hilltop



Memorandum

August 31, 2026

Christy Moffett
Assistant Secretary

700 Lavaca, Suite 1560
Austin, TX 78701

(512) 854-9116

traviscountycorporations.org

To: C.W. Bruner, Travis County Purchasing Agent

Subject: Request to Continue Financial Advisory Services with Hilltop Securities

As requested, this memo serves as confirmation that the Travis County Corporations desires to extend the existing contract with Hilltop Securities (Contract #44-2685) for an additional two years for services they provide the Travis County Corporations. We have been pleased with the performance of the contractor and would like to continue with their services.

It is our intention to go out for a competitive procurement within the two years period after the Corporations Board has approved a strategic plan for the Corporations. The procurement will allow us to align with the strategic plan.

Thank you for your assistance.

CC: Jessica Rio, PBO

Jamey May, Jacob Muehlbauer, TC Corporations

Joe Hon, Bridgett Bradshaw, Purchasing Office

MODIFICATION OF CONTRACT: 4400002685, Financial Advisory Services

ISSUED BY:

Travis County Purchasing Office
P.O. Box 1748
Austin, Texas 78767
Contact: Joe Hon
Tel. No: (512) 854-4881

ISSUED TO:

Hilltop Securities Inc.
2700 Via Fortuna, Suite 410
Austin, Texas 78746
Attn: Timothy Earl Nelson

MODIFICATION NO.: 2

EXECUTED DATE OF ORIGINAL CONTRACT: December 22, 2015

ORIGINAL CONTRACT TERM: December 22, 2015 to September 30, 2021

MODIFIED CONTRACT TERM END DATE: September 30, 2028

ORIGINAL CONTRACT AMOUNT: As-Needed Basis

MOD. 2 AMOUNT: As-Needed Basis

CUMULATIVE CONTRACT AMOUNT: As-Needed Basis

Note to Vendor:

- ☒ Complete and execute (*sign*) your portion of the signature block section as tagged below.
☐ DO NOT execute. Retain for your records.

Court Approval Required?

- ☒ Yes
☐ No

DESCRIPTION OF CHANGES: Except as provided in this Modification 2, all terms, conditions and provisions of the Contract referenced above, as previously modified, remain unchanged and in full force and effect.

RECITALS

On July 30, 2015, Travis County issued Request For Qualifications No. 1507-016-AW to seek qualified organizations to provide financial advisory services for the Travis County Corporations. Hilltop Securities Inc. was the highest scoring organization based on experience and qualifications. The Board of Directors of the Travis County Housing Finance Corporation awarded Contract No. 4400002685 to Hilltop Securities Inc. ("Contractor") on December 22, 2015. The initial term of the Agreement was one (1) year beginning on December 22, 2015, with five (5) additional one-year automatic renewals ending September 30, 2021. On May 11, 2021, the Agreement was amended to reflect an extension for one (1) year ending September 30, 2022, with an additional four (4) one-year automatic renewals ending September 30, 2026.

This Modification to the Agreement is to add a second extension for two (2) years ending September 30, 2028. The fees related to the services remain the same during this second extension.

AGREEMENT

- Pursuant to Section 7.0, Changes to Contractor's Rights and Obligations, the following language is added between the end of Subsection 2.21 and the beginning of Subsection 2.3:
 - Second Extension. The County extends this Agreement for two (2) additional years through September 30, 2028, unless sooner terminated by either party as provided in this Agreement.
- INCORPORATION OF CONTRACT: TCHEC and the Contractor incorporate this Modification into the Agreement and ratify all terms and conditions of the Agreement as amended by this Modification.
- EFFECTIVE DATE: The changes stated in this Modification 2 are effective October 1, 2026.

LEGAL BUSINESS NAME: Hilltop Securities Inc.

DATE: 8/31/2026

Signed by:

BY: Tim Nelson

SIGNATURE

BY: Tim Nelson

PRINT NAME

TITLE: Senior Managing Director

ITS DULY AUTHORIZED AGENT

TRAVIS COUNTY, TEXAS

BY: _____

C.W. BRUNER, PMP, CPPB, PURCHASING AGENT

Initial

BB

DATE: _____

TRAVIS COUNTY, TEXAS

BY: _____

ANDY BROWN, TRAVIS COUNTY JUDGE

DATE: _____



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Approve termination of Contract No. 4400008585 with Reverse Training Program LLC, for Commercial Driver's License Training. (Innovative Justice & Program Analysis) (Commissioner Travillion)

Prepared By/Phone Number: Sam McCord, Procurement Specialist I, (512) 854-9834

Elected/Appointed Official or Department Head: C W Bruner

Commissioners Court Sponsor(s): Commissioner Travillion

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

The Innovative Justice & Program Analysis is requesting termination of this contract with Reverse Training Program LLC, pursuant to Section 21.0, "Termination For Convenience" of the contract. If this termination is approved by the Court, the Purchasing Agent will issue the written 30-day Notice of Termination, which will be effective October 22, 2026.

Staff Recommendations:

Innovative Justice & Program Analysis recommends approval of this contract termination.

Purchasing Comments: The Purchasing Agent confirms that the purchasing process complied with the County procedures and Texas statutes applicable to it.

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

N/A

Required Authorizations:

N/A

Attachments:

1. Memo



Department of Innovative Justice & Program Analysis
Cherise Fanno Burdeen, County Executive

P.O. Box 1748
Austin, Tx 78767

(512) 854-4415

cherise.burdeen@traviscountytx.gov

www.traviscountytx.gov

MEMORANDUM

Court

To: C. W. Bruner, Purchasing Agent

From: Cherise Fanno Burdeen, County Executive

Date: August 24, 2026

Subject: Request to Mutually Terminate Contract #4400008585 Reverse

Signed by:
Cherise Fanno Burdeen
5BF59FBEDAC8435...

We are in receipt of the request from Reverse to mutually terminate contract #4400008585. We approve of this request so that we can resolicit for CDL training services. Our goal is to find vendors that can fully fulfill the contract requirements and performance parameters that meet the needs of the population our department serves.

CC:
Cynthia Simons, Planning Mgr.
Iris Suddaby, Financial Analyst Sr.



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Approve Modification No. 14 to Contract No. 4400003950 with Capital Area Private Defender Service (CAPDS), in the amount of \$1,486,908.00, for Forensic Review Project. (Community Legal Services) (Commissioner Travillion)

Prepared By/Phone Number: Brandon S Hoffman, Procurement Specialist II, 512-854-6458

Elected/Appointed Official or Department Head: C W Bruner

Commissioners Court Sponsor(s): Commissioner Travillion

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

On September 26, 2018, Commissioners Court approved this contract to allow Capital Area Private Defender Service (CAPDS) to provide legal reviews and write and litigate post-conviction writs on behalf of defendants convicted in cases where DNA analysis was conducted by the Austin Police Department DNA Lab.

Modification No. 14 extends the contract term from October 1, 2026, through September 30, 2027, in the amount of \$1,486,908.00.

Contract Information:

Contract No.: 4400003950

Contractor Name: Capital Area Private Defender Service (CAPDS)

Contract Modification Amount: \$1,486,908.00

Contract Period: October 1, 2026, through September 30, 2027

Current Contract Expenditures: Within the last 12 months, \$1,634,472.74 has been spent on this contract.

Previous Contract and Modification Activity:

See attached

Staff Recommendations:

Community Legal Services recommends approval of this modification with CAPDS for Forensic Review Project.

Purchasing Comments: The Purchasing Agent confirms that the purchasing process complied with the County procedures and Texas statutes applicable to it.

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

Comments: Funding will be encumbered at the beginning of FY 27.

Required Authorizations:**Attachments:**

1. Contract Modification Summary
2. Memo
3. Mod_14



Travis County Commissioners Court Voting Session Contract and Modification Summary

Contract: 4400003950 Forensic Review Project

Contractor: Capital Area Private Defender Service

Previous Contract and Modification Activity:

Modification No. 13 was approved by the Purchasing Agent on April 8, 2026, deleted and replaced the Fee Schedule.

Modification No. 12 was approved by the Commissioners Court on September 23, 2025, extended the agreement for an additional 12 month term, deleted and replaced the fee schedule, and updated the escrow terms of section 5.3.4.

Modification No. 11 was approved by the Commissioners Court on September 25, 2024, added three (3) renewal terms ending in 2028, deleted and replaced the fee schedule, and updated Attachment D.

Modification No. 10 was approved by the Commissioners Court on March 26, 2024, deleted and replaced the fee schedule, and extended the contract from April 1, 2024, to September 30, 2024.

Modification No. 9 was approved by the Commissioners Court on September 28, 2023, deleted and replaced the fee schedule, and extended the contract from October 1, 2023, to March 31, 2024.

Modification No. 8 was approved by the Commissioners Court on December 21, 2022, deleted and replaced the fee schedule, and corrected a scrivener error from Mod 7.

Modification No. 7 was approved by the Purchasing Agent on September 19, 2022, deleted and replaced the Fee Schedule.

Modification No. 6 was approved by Commissioners Court on September 21, 2021, added an additional 12-month term from October 1, 2021, through September 30, 2022, and one (1) renewal option from October 1, 2022, through September 30, 2023. The Fee Schedule was deleted in its entirety and replaced. The Not to Exceed amount increased from \$1,102,576.74 to \$1,231,184.05, an increase of \$128,607.31.

Modification No. 5 was approved by Commissioners Court on September 29, 2020, and added a second consecutive 12-month renewal term from October 1, 2020, through September 30, 2021. The Fee Schedule was deleted in its entirety and replaced. The Not to Exceed amount decreased from \$1,150,826.92 to \$1,102,576.74, a decrease of \$48,250.18.

Modification No. 4 was approved by Commissioners Court on October 8, 2019, corrected scriveners' errors to Modification No. 3, renewed the contract from October 1, 2019, through September 30, 2020, and deleted and replaced the Fee Schedule. The Not to Exceed amount increased from \$873,391.72 to \$1,150,826.92, an increase of \$277,435.20.

Modification No. 3 was approved by the Purchasing Agent on February 28, 2019, and revised Attachment A – Scope of Services and Attachment B – Fee Schedule.

Modification No. 2 was approved by the Purchasing Agent on February 2, 2019, and deleted and replaced Attachment C – Insurance Requirements.

Modification No. 1 was approved by Commissioners Court on January 10, 2019, and revised contract language requiring County approval and modification to the contract.

On September 25, 2018, the initial contract was approved by Commissioner Court, in the amount of \$873,391.72.



MEMORANDUM

To: Brandon Hoffman, Procurement Specialist

From: Aaron C.R. Pepper, Financial Analyst, Community Legal Services

Date: July 29, 2026

Subject: Request for Contract Modification – Contract 4400003950 – CAPDS Forensic Review Project – Mod 14 (FY27 Contract Renewal)

The Community Legal Services (CLS) Department is requesting the annual renewal of Contract 4400003950 through FY 2027.

We have provided the detailed line-item budget for the requested modification.

The contract is not to exceed the amount of **\$1,486,908** for Fiscal Year 2027.

FY27 Funding

CLS will work to encumber FY27 funds on October 1 when the upcoming fiscal year resources become available, and the new contract goes into effect. The Planning and Budget Office published its preliminary recommendations for FY27 on July 28, 2026, including \$1,486,908 in resources related to this contract for FY 2027.

The table below details the recommended funding amounts by program included in the FY 2027 Preliminary Budget Recommendations by PBO.

Description	FY 2026 Funding	FY 2027 Funding*	Difference
APD DNA Forensics Project	\$1,018,698	\$845,487	(\$173,211)
DPS DNA Forensics Project	340,886	350,273	9,387
Wrongful Conviction Project	291,148	291,148	-
Total CAPDS Forensic Review Projects	\$1,650,732	\$1,486,908	(\$163,824)

* Amounts recommended by TC Planning & Budget Office in the FY 2027 Preliminary Budget Recommendations published on 7/28/2026;

If additional information is needed in order to proceed, please do not hesitate to contact us.



TRAVIS COUNTY, Community Legal Service Department
Geoff Burkhart, County Executive

700 Lavaca, #1530, P. O. Box 1748, Austin, TX 78767 | Phone: (512) 854-4415 | Fax: (512) 854-4417

cc: Geoffrey Burkhart, County Executive, Community Legal Services
Bradley Hargis, Executive Director, TC Capital Area Private Defender Service
Travis Gatlin, TC Budget Director, Planning and Budget Office
Miranda Best Campos, Budget Analyst, Planning and Budget Office

MODIFICATION OF CONTRACT: 4400003950, CAPDS Forensic Review Project**ISSUED BY:**

Travis County Purchasing Office
P.O. Box 1748
Austin, Texas 78767
Contact: Brandon Hoffman
Tel. No: (512) 854-6458

ISSUED TO:

Capital Area Private Defender Service
Rusk Building
910 Lavaca Street
Austin, Texas 78701

MODIFICATION NO.: 14

EXECUTED DATE OF ORIGINAL CONTRACT: September 26, 2019

ORIGINAL CONTRACT TERM: September 26, 2018 to September 30, 2019

MODIFIED CONTRACT TERM END DATE: September 30, 2027

ORIGINAL CONTRACT AMOUNT: \$873,391.72 NTE

MOD. 14 AMOUNT: \$ 1,486,908.00.00NTE

CUMULATIVE CONTRACT AMOUNT: \$8,052,664.28

Note to Vendor:

☒ Complete and execute (*sign*) your portion of the signature block section as tagged below.
☐ DO NOT execute. Retain for your records.

Court Approval Required?

☒ Yes
☐ No

DESCRIPTION OF CHANGES: Except as provided in this Modification 14, all terms, conditions and provisions of the Contract referenced above, as previously modified, remain unchanged and in full force and effect.

1. Pursuant to Section 7.0 – Amendments/Modifications, the above contract is hereby amended as follows:
 - A. Section 3.2 Renewal Term – This agreement renews for the first of two renewals established in Modification 12. The term is extended from October 1, 2025 – September 30, 2026 to October 1, 2026 to September 30, 2027.
 - B. Exhibit 1 to Attachment B – Fee Schedule is deleted in its entirety and replaced with the attached Exhibit 1 to Attachment B, effective October 1, 2026, through September 30, 2027. The Not to Exceed amount is changed from \$1,650,732.00 to \$1,486,908.00, a decrease of \$163,824.00.
 - C. The Parties agree that all other provisions of this Agreement (including all modifications thereto) remain in full force and effect except as expressly set forth in this Modification.

DRAFT

LEGAL BUSINESS NAME: Capital Area Private Defender Service

DocuSigned by:

BY: Betty Blackwell

SIGNATURE

BY: Betty Blackwell

PRINT NAME

TITLE: President CAPDS

ITS DULY AUTHORIZED AGENT

DATE: 8/31/2026

TRAVIS COUNTY, TEXAS

BY: _____

C.W. BRUNER, PMP, CPPB, PURCHASING AGENT

Initial

BB

DATE: _____

TRAVIS COUNTY, TEXAS

BY: _____

ANDY BROWN, TRAVIS COUNTY JUDGE

DATE: _____

Exhibit 1 to Attachment B
CAPDS Forensic Defense Projects

CAPDS APD DNA REVIEW PROJECT	
CAPDS APD DNA REVIEW BUDGET	10/1/26 - 9/30/27
PERSONNEL COSTS	\$ 626,087
OPERATING COSTS	\$ 102,700
EXPERT FEES AND EXPENSES	\$ 116,700
TOTAL CAPDS APD DNA REVIEW BUDGET	\$ 845,487

CAPDS DPS DNA REVIEW PROJECT	
CAPDS DPS DNA REVIEW BUDGET	10/1/26 - 9/30/27
PERSONNEL COSTS	\$ 269,126
OPERATING COSTS	\$ 41,147
EXPERT FEES AND EXPENSES	\$ 40,000
TOTAL CAPDS DPS DNA REVIEW BUDGET	\$ 350,273

WRONGFUL CONVICTION PROJECT	
WRONGFUL CONVICTION PROJECT BUDGET	10/1/26 - 9/30/27
PERSONNEL COSTS	\$ 191,646
OPERATING COSTS	\$ 59,502
EXPERT FEES AND EXPENSES	\$ 40,000
TOTAL WRONGFUL CONVICTION PROJECT BUDGET	\$ 291,148

TOTAL COMBINED FORENSIC DEFENSE PROJECT BUDGET	\$ 1,486,908
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Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Approve Modification No. 30, to Contract No. 4400001068, with i3-ImageSoft, LLC, in the amount of \$57,500.00, for Imaging and Document Management System and Maintenance. (Technology and Operations) (Commissioners Travillion)

Prepared By/Phone Number: Lori Clyde, Procurement Specialist IV, 512-854-4205

Elected/Appointed Official or Department Head: C W Bruner

Commissioners Court Sponsor(s): Commissioner Travillion

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

The purpose of this Modification is to add services to assist the County in modifying the existing Unity forms and OnBase Search portal to closer adhere to ADA compliance guidelines.

Contract Information:

Contract No.: 4400001068

Contractor Name: i3-ImageSoft, LLC

Contract Award Amount: \$57,500.00

Contract Period: September 22, 2026 through completion of the project.

Current Contract Expenditures: Within the last 12 months, \$382,202.13 has been spent against this contract.

Previous Contract and Modification Activity:

See attached Contract and Modification Summary.

Staff Recommendations:

TOPS recommends approval of this Modification.

Purchasing Comments: The Purchasing Agent confirms that the purchasing process complied with the County procedures and Texas statutes applicable to it.

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

Funds Reservation #: 200003152

Required Authorizations:

N/A

Attachments:

1. 4400001068 Contract History
2. Mod 30 Department Memo
3. Mod 30 Draft



Travis County Commissioners Court Voting Session Contract and Modification Summary

Contract: Imaging and Document Management System and Maintenance

Contractor: i3-ImageSoft, LLC

Previous Contract and Modification Activity:

Contract Modification No. 29, approved by the Commissioners Court on December 12, 2025, was an Assignment of Contract from ImageSoft, Inc. to i3-ImageSoft, LLC.

Contract Modification No. 28, approved by the Commissioners Court on January 19, 2021, added ImageSoft software ISGetMail, license, maintenance and support, and professional services.

Contract Modification No. 27, approved by the Commissioners Court on May 12, 2020, added the OnBase PDF Framework tool license and maintenance.

Contract Modification No. 26, approved by the Purchasing Agent on July 23, 2019, changed the Contract Term End Date to December 31st.

Contract Modification No. 25, approved by the Commissioners Court on June 18, 2019, added professional services hours for assistance in the development of a document repository in OnBase for the TNR and to convert the legacy FileOnQ document management system to OnBase.

Contract Modification No. 24, approved by the Commissioners Court on September 4, 2018, added professional services hours for assistance in the development of a document repository in OnBase for the Purchasing Office contract file management process.

Contract Modification No. 23, approved by the Purchasing Agent on July 19, 2018, added additional software licenses and maintenance from reallocated funds.

Contract Modification No. 22, approved by the Commissioners Court on September 26, 2017, added additional software licenses, professional services, and maintenance.

Contract Modification No. 21, approved by the Purchasing Agent on June 12, 2017, modified the scope of professional services at no additional cost to the County.

Contract Modification No. 20, approved by the Purchasing Agent on May 30, 2017, added additional software licenses from reallocated funds.

Contract Modification No. 19, approved by the Commissioners Court on March 7, 2017, added additional software licenses and maintenance.

Contract Modification No. 18, approved by the Commissioners Court on February 14, 2017, added additional software licenses and maintenance.

Contract Modification No. 17, approved by the Purchasing Agent on April 13, 2017, modified the project scope at no additional cost to the County.

Contract Modification No. 16, approved by the Purchasing Agent on December 9, 2015, incorporated automated redaction rules to the contract.

Contract Modification No. 15, approved by the Commissioners Court on October 27, 2015, added additional software licenses and maintenance.

Contract Modification No. 14, approved by the Commissioners Court on October 20, 2015, added a premium online training subscription.

Contract Modification No. 13, approved by the Commissioners Court on May 26, 2015, added an enterprise security structure and implementation services.

Contract Modification No. 12, approved by the Commissioners Court on May 12, 2015, added professional services hours to assist with retrieving documents from SmartBench.

Contract Modification No. 11, approved by the Commissioners Court on March 10, 2015, added professional services hours to assist with implementation.

Contract Modification No. 10, approved by the Commissioners Court on December 30, 2014, converted this agreement into an enterprise-wide platform.

Contract Modification No. 9, approved by the Commissioners Court on December 3, 2014, added a software module and maintenance.

Contract Modification No. 8, approved by the Commissioners Court on September 30, 2014, added a software module and maintenance.

Contract Modification No. 7, approved by the Purchasing Agent on August 29, 2014, added detailed specifications associated with phase II.

Contract Modification No. 6, approved by the Commissioners Court on July 8, 2014, expanded the project scope and added additional functionality.

Contract Modification No. 5, approved by the Purchasing Agent on April 2, 2014, added a software module and professional services.

Contract Modification No. 4, approved by the Purchasing Agent on March 3, 2014, added software modules and functionality.

Contract Modification No. 3, approved by the Purchasing Agent on October 29, 2013, expanded the project scope to include additional departments.

Contract Modification No. 2, approved by the Purchasing Agent on August 5, 2013, added functionality to protect documents from being modified in document repositories.

Contract Modification No. 1, approved by the Purchasing Agent on July 2, 2013, added a software module and maintenance.

The Commissioners Court approved the contract award on August 21, 2012.

Memorandum

Court

June 30, 2026

To: C.W. Bruner, Purchasing Agent

From: Maurice McCreary, Jr., County Executive for Technology and Operations

Subject: Approval to modify contract 4400001068 with i3-Imagesoft LLC for professional services to modify existing OnBase search portal to fulfill ADA guidelines

DocuSigned by:
Randy Lott
281A34458A51414...

Background and Recommendation:

Information Technology Services (ITS) is requesting approval to work with i3-ImageSoft LLC to support the review and remediation of OnBase solution non-compliant ADA tools/sites. This effort is related to the larger Public Facing Digital Accessibility (PFDA) project that Travis County is working on to resolve/remediate all non-compliant sites/tools. This engagement will focus on the five unity sites that score low on the accessibility review. The goal is to bring up the scores to ensure the OnBase unity forms are compliant for community users.

Budgetary Impact:

ITS has issued CN Funds Reservation 200003152 in the amount of \$57,500.00 for funds verification. Cost center 1128000001 GL 511870 internal order 315342.

cc: Ralph Warren – Information Technology Director
Jorge Talavera, Lori Clyde – Purchasing Office
Tony Moreno - ITS
Katie Gipson, Brunilda Cruz - Technology and Operations

MODIFICATION OF CONTRACT: 4400001068, Imaging and Document Management System and Maintenance

ISSUED BY:

Travis County Purchasing Office
P.O. Box 1748
Austin, Texas 78767
Contact: Lori Clyde
Tel. No: (512) 854-4205

ISSUED TO:

I3-ImageSoft, LLC
200 W 2nd Street, #582
Royal Oaks, MI 46068

MODIFICATION NO.: 30

EXECUTED DATE OF ORIGINAL CONTRACT: August 21, 2012

ORIGINAL CONTRACT TERM: August 21, 2012 to August 20, 2013

MODIFIED CONTRACT TERM END DATE: December 31, 2026

ORIGINAL CONTRACT AMOUNT: \$716,797.00

MOD. 30 AMOUNT: \$57,500.00

CUMULATIVE CONTRACT AMOUNT: \$7,127,126.84

Note to Vendor:

- ☒ Complete and execute (*sign*) your portion of the signature block section as tagged below.
☐ DO NOT execute. Retain for your records.

Court Approval Required?

- ☒ Yes
☐ No

DESCRIPTION OF CHANGES: Except as provided in this Modification 30, all terms, conditions and provisions of the Contract referenced above, as previously modified, remain unchanged and in full force and effect.

1. The purpose of this Modification is to add services as summarized below and described in detail on pages 2 through 5 of this Modification.
 - a. Reference "Hourly Assist Engagement Statement of Work No. 33501" to provide technical resources to modify the existing Unity forms and OnBase Search portal to closer adhere to ADA compliance guidelines in the amount of \$57,500.00.

LEGAL BUSINESS NAME: I3-ImageSoft, LLC

DATE: 9/8/2026

BY: _____

DocuSigned by:



SIGNATURE

Eric Willis

BY: _____

PRINT NAME

TITLE: EVP, Operations

ITS DULY AUTHORIZED AGENT

TRAVIS COUNTY, TEXAS

BY: _____

C.W. BRUNER, PMP, CPPB, PURCHASING AGENT

DS



DATE: _____

TRAVIS COUNTY, TEXAS

BY: _____

ANDY BROWN, TRAVIS COUNTY JUDGE

DATE: _____



Hourly Assist Engagement Statement of Work

Statement of Work No.	33501
Revision No.	2
Customer Name:	Travis County Texas
Project Name:	Form Updates
i3 Contact:	Kevin Kowalkowski
Contract Type:	Time and Material
Submitted Date:	8/18/2026

General Terms

This Statement of Work ("**SOW**") is made and entered into by and between i3-ImageSoft, LLC., a Delaware limited liability company with a principal office at 403 S. Main St., Royal Oak, MI 48067 ("**i3**"), and Travis County Texas with a principal office at 314 W 11th St, Austin, TX 78701 ("**Customer**"). This SOW will become effective as of the date last signed by the parties below. Unless otherwise defined herein, capitalized words used in this SOW will have the meaning given in the applicable Master Service Agreement ("**MSA**" or "**Master**"), Professional Services Agreement ("**PSA**"), System Maintenance Agreement ("**SMA**"), or other applicable underlying agreement terms ("**Underlying Agreement**"). This SOW is attached to and is hereby incorporated by reference into the applicable Underlying Agreement dated 8/21/2012. The products, software, and services provided within this SOW ("**Subscription**") and applicable Subscription support ("**Support**") are added to and covered for the duration and under the terms of an Underlying Agreement.

This SOW will have the term stated herein unless otherwise expressly provided herein. Notwithstanding anything to the contrary to any other terms of any Underlying Agreement, this SOW may not be canceled or terminated until the end of the then-current SOW term and upon no less than ninety (90) days' prior written notice to i3. For so long as a SOW has an active term, the terms of the Underlying Agreement, as applicable, shall continue until one (1) year after the expiration or termination of the last SOW executed.

Introduction

Customer has requested an i3 professional service resource to assist them in modifying existing Unity forms and OnBase Search portal to closer adhere to ADA compliance guidelines.



Description of Services

Under this *Hourly Assist Engagement SOW*, i3 will provide a technical resource to work solely under the direction of the Customer. As part of the effort, i3 may require access to Customer Resources that are familiar with the existing solution installation.

Deliverable Materials

There are no contractual professional services deliverables produced as part of this SOW. Work products and other project artifacts that may be produced as part of this hourly assist engagement do not require acceptance and signoff.

i3 will provide assistance and services up to the number of hours listed in *Consulting Fees* below. Any additional work, assistance, or services required to complete the project or as requested by Customer, which exceed the number of ours listed in the table below (i.e. beyond the hours specified in the *Consulting Fees*) will be authorized and agreed to in writing between i3 and the Customer, through an additional mutually agreed upon and signed SOW, Project Change Authorization Procedure (or PCR (as defined below)) document, or other written agreement.

Consulting Fees

This engagement will be conducted on a Time and Material basis. The funding requirement for performing the professional services defined in this SOW is listed below:

Consulting Fees				
		Unit Cost	# Units	Cost
Professional Services				
Completion of Kick-off Meeting	IS-PROFSERVICES	\$2,500.00	1	\$2,500.00
Consulting Services	IS-PROFSERVICES	\$220.00	250	\$55,000.00
Consulting Fees Subtotal				\$57,500.00
Total				
				Cost
Grand Total				\$57,500.00
Pricing is valid for only thirty (30) days from Submitted Date				

Terms and Payment Schedule:

All payments are due on a Net-30 day basis from the date of invoice.

Services Fees:

Customer will be invoiced upon completion of Kick-off Meeting and monthly for consulting services and expenses.

Key Assumptions

- 1) The i3 professional services team often requires two to four (2-4) weeks lead time to start a new engagement. Customer should check with its i3 Account Representative for details on current project lead time. i3 will provide the hourly services to this SOW according to a mutually defined schedule.



- 2) Hours are tracked in fifteen (15) minute increments.
- 3) i3's professional services will be performed remotely.
- 4) Customer will designate a central point of contact for the engagement.
- 5) Unless specified within, the estimated Consulting Fees included within this SOW do not include Customer required activities for i3 resources associated with environment/security access and training. If estimated project hours are exceeded due to these requirements, a new SOW will be required to account for the additional effort.
- 6) The services performed in this SOW will be managed by a Customer Project Manager. Customer Project Manager is responsible for monitoring the work being performed and notifying i3 in a timely fashion about changes and/or quality issues.
- 7) Customer will provide VPN access to the i3 implementation team members allowing multiple members simultaneous access to facilitate remote development. Additional security requests prior to providing access may be requested by Customer.
- 8) Customer supplied hardware / computer equipment is not necessary for VPN connections.
- 9) Customer is responsible for maintaining adequate data backups, at all times, to protect against loss of data.
- 10) It is the responsibility of the Customer to prioritize and direct the i3 resource during the engagement to maximize the assistance provided in the hours defined.

Project Change Authorization Procedure

A Project Change Request ("PCR") will be the vehicle for communicating change and will describe the change and the effect the change will have on the project.

The following process will be followed if a change to this SOW is required:

- 1) A change is proposed by either party and discussed.
- 2) A PCR will be created by i3 and submitted for internal review and approval.
- 3) The Account Executive will submit the PCR to the Customer Project Manager for review.
- 4) A PCR must be signed by authorized representatives from both parties to authorize investigation of the recommended changes. i3 will invoice Customer for any such charges when incurred as per the PCR deliverables.

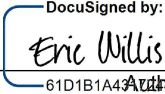
Until a change is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

Approval

The parties hereby agree to the terms of this SOW through their duly authorized representatives. To the extent that any terms and conditions contained in the Underlying Agreement are in conflict with, or in addition to the terms and conditions of this SOW, the terms and conditions of this SOW shall control, unless otherwise expressly provided in this SOW.

The parties' signatures are required to accept this SOW and make it effective.



Agreed to: Travis County Texas 314 W 11th St, Austin, TX 78701	Agreed to: i3-ImageSoft, LLC. 403 S. Main St., Royal Oak, MI 48067
By: _____ Authorized Signature	By:  _____ Authorized Signature
Date: _____	Date: 9/8/2026
Name (Type or Print): Andy Brown	Name (Type or Print): Eric Willis
Title (Type or Print): Travis County Judge	Title (Type or Print): EVP, Operations
Project Name: Form Updates	

<i>Internal Use:</i>	Opportunity #: 33501
	Doc Control #: 20260309



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Approve Modification No. 10 to Contract No. 4400004276 with Capital Area Private Defender Service (CAPDS), in the amount of \$4,243,801.00, for Management of Assigned Counsel (MAC). (Community Legal Services) (Commissioner Travillion)

Prepared By/Phone Number: Brandon S Hoffman, Procurement Specialist II, 512-854-6458

Elected/Appointed Official or Department Head: C W Bruner

Commissioners Court Sponsor(s): Commissioner Travillion

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

On September 30, 2019, Commissioners Court approved this contract to allow Capital Area Private Defender Services (CAPDS) to create and implement a Managed Assigned Counsel program (MAC) to oversee indigent defense representation.

Modification No. 10 extends the contract term from October 1, 2026, through September 30, 2027, in the amount of \$4,243,801.00.

Contract Information:

Contract No.: 4400004276

Contractor Name: Capital Area Private Defender Service (CAPDS)

Contract Modification Amount: \$4,243,801.00

Contract Period: October 1, 2026, through September 30, 2027

Current Contract Expenditures: Within the last 12 months, \$3,969,514.00 has been spent on this contract.

Previous Contract and Modification Activity:

See attached

Staff Recommendations:

Community Legal Services recommends approval of this modification with CAPDS for the Managed Assigned Counsel program (MAC).

Purchasing Comments: The Purchasing Agent confirms that the purchasing process complied with the County procedures and Texas statutes applicable to it.

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

Comments: Funding will be encumbered at the beginning of FY 27.

Required Authorizations:

Attachments:

1. Contract Modification Summary
2. Memo
3. Mod 10 4400004276 CCV.2



Travis County Commissioners Court Voting Session Contract and Modification Summary

Contract: 4400004276 MAC

Contractor: Capital Area Private Defender Service

Previous Contract and Modification Activity:

On September 23, 2025, the Commissioners Court approved Modification No. 9, in the amount of \$3,969,514.00, replaced section 2.3 of Attachment B, and extended the contract from October 1, 2025, to September 30, 2026.

On August 13, 2025, the Purchasing Agent approved Modification No. 8, a budget reduction in the amount of \$50,000.00, reducing the NTE from \$3,446,251.00 to \$3,396,251.00.

On June 5, 2025, the Commissioners Court approved Modification No. 7, in the amount of \$375,805.00, replaced Exhibit 1 to Attachment A, and Sections 11.1, 11.2, and 11.3.

On January 28, 2025, the Commissioners Court approved Modification No. 6, in the amount of \$443,185.00, replaced Attachment A and Exhibit 1 to Attachment A.

On September 25, 2024, the Commissioners Court approved Modification No. 5, in the amount of 2,627,261.00, replaced Attachment A and Exhibits 1 and 2 to Attachment A, and extended the contract from October 1, 2024, to September 30, 2025. This Modification also combined contracts 4400004276 (MAC), 4400005331 (Enhancement) and 4400005927 (Holistic Defense).

On September 28, 2023, the Commissioners Court approved Modification No. 4, in the amount of 804,511.00, and extended the contract from October 1, 2023, to September 30, 2024.

On September 28, 2022, the Purchasing Agent approved Modification No. 3, in the amount of \$804,511.00.

On September 20, 2021, the Purchasing Agent approved Modification No. 2, an internal budget transfer in the amount of \$80,000.00.

On September 28, 2020, the Purchasing Agent approved Modification No. 1, in the amount of \$804,511.00.

On September 30, 2019, the Commissioners Court approved the initial contract, in the amount of \$804,511.00.



700 Lavaca, #1530, P. O. Box 1748, Austin, TX 78767 | Phone: (512) 854-4415 | Fax: (512) 854-4417

MEMORANDUM

To: Brandon Hoffman, Procurement Specialist
From: Aaron C.R. Pepper, Financial Analyst, Community Legal Services
Date: July 30, 2026
Subject: Request for Contract Modification – Contract 4400004276 – MAC Enhancement – Mod 10 (FY27 Contract Renewal)

The Community Legal Services (CLS) Department is requesting the annual renewal and subsequent fee schedule modification of Contract 4400004276 for the CAPDS MAC Enhancement Contract to incorporate the renewal of Contract 4400004276 through FY 2027.

The contract is not to exceed the amount of **\$4,243,801** for Fiscal Year 2027.

FY27 Funding

CLS will work to encumber the funds on October 1, when the upcoming fiscal year resources become available and the new contract goes into effect. The Planning and Budget Office published its preliminary recommendations for FY 2027 on July 28, 2026, including \$4,243,801 in resources related to this contract.

If additional information is needed in order to proceed, please do not hesitate to contact us.

cc: Geoff Burkhart, County Executive, Community Legal Services
Bradley Hargis, Executive Director, TC Capital Area Private Defender Service
Travis Gatlin, TC Budget Director, Planning and Budget Office
Miranda Best Campos, Budget Analyst, Planning and Budget Office

MODIFICATION OF CONTRACT: 4400004276, Management of Assigned Counsel (MAC)		
ISSUED BY: Travis County Purchasing Office P.O. Box 1748 Austin, Texas 78767 Contact: Brandon Hoffman Tel. No: (512) 854-6458	ISSUED TO: Capital Area Private Defender Service Rusk Building 910 Lavaca Street Austin, Texas 78701	
MODIFICATION NO.: 10	EXECUTED DATE OF ORIGINAL CONTRACT: September 30, 2019	
ORIGINAL CONTRACT TERM: October 1, 2019 to September 30, 2020	MODIFIED CONTRACT TERM END DATE: September 30, 2027	
ORIGINAL CONTRACT AMOUNT: \$804,511 NTE	MOD. 10 AMOUNT: \$4,243,801.00 NTE	CUMULATIVE CONTRACT AMOUNT: \$14,827,610 NTE
Note to Vendor: ☒ Complete and execute (<i>sign</i>) your portion of the signature block section as tagged below. ☐ DO NOT execute. Retain for your records.		
Court Approval Required? ☒ Yes ☐ No		
DESCRIPTION OF CHANGES: Except as provided in this Modification 10, all terms, conditions and provisions of the Contract referenced above, as previously modified, remain unchanged and in full force and effect.		
1. Pursuant to Section 8.0, "Modifications or Amendments", the above contract is amended as follows: A. Section 2.2 Renewal Term is deleted in its entirety and replaced with the following: 2.2 Renewal Term. Subject to continued funding and Commissioners Court approval, this Agreement will renew October 1, 2026, for a term of twelve (12) months and end on September 30, 2027. B. Reference Section 12.4.1, "Attachments" Exhibit 1 to Attachment A, is hereby deleted in its entirety and replaced with the attached Exhibit 1 to Attachment A dated October 1, 2026 - September 30, 2027. The contract amount for FY'27 is increased from \$3,969,514.00 to \$4,243,801.00, an increase of \$274,287.00, effective October 1, 2026.		

LEGAL BUSINESS NAME: Capital Area Private Defender Service BY: <u>DRAFT</u> SIGNATURE BY: <u>DRAFT</u> PRINT NAME TITLE: <u>DRAFT</u> ITS DULY AUTHORIZED AGENT	DATE: _____
TRAVIS COUNTY, TEXAS BY: <u>DRAFT</u> C.W. BRUNER, PMP, CPPB, PURCHASING AGENT	DATE: _____
TRAVIS COUNTY, TEXAS BY: <u>DRAFT</u> ANDY BROWN, TRAVIS COUNTY JUDGE	DATE: _____

Exhibit 1 to Attachment A
CAPDS Budget
MAC Services
October 1, 2026 - September 30, 2027

Budget Detail			
CAPDS MAC SERVICES BUDGET			
	Current FY26	Budget	Revised FY27
	Budget (Mod 09)	Adjustments	Budget
TOTAL PERSONNEL COSTS	\$ 3,667,423.64	\$ 275,287.00	\$ 3,942,710.64
OPERATING EXPENSES	\$ 302,090.36	\$ (1,000.00)	\$ 301,090.36
NON-PROFIT CONTRACT BUDGET TOTAL	\$ 3,969,514.00	\$ 274,287.00	\$ 4,243,801.00



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Authorize the Purchasing Agent to issue a Request for Proposal (RFP) for CDL Training Services for clients enrolled in the Innovative Justice and Program Analysis Reentry Resources program. (Justice Planning) (Commissioner Travillion)

Prepared By/Phone Number: Brandon S Hoffman, Procurement Specialist II, 512-854-6458

Elected/Appointed Official or Department Head: C W Bruner

Commissioners Court Sponsor(s): Commissioner Travillion

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

Travis County Justice Planning has requested the Purchasing Office utilize a Request for Proposal to solicit multiple CDL Training Services contracts. Justice Planning is requesting to use an RFP so they may award contracts to the most qualified and experienced vendors, while considering several evaluation factors, of which price is only one factor.

Local Government Code Section 262.030(d) states the Purchasing Agent may use the competitive proposal purchasing method for the purchase of insurance or high technology items. In addition, the method may be used to purchase other items when the Purchasing Agent determines, with the consent of the commissioners court, that it is in the best interest of the county to make a request for proposals.

Staff Recommendations:

Justice Planning recommends the use of a Request for Proposal method to solicit for CDL Training Services for the clients enrolled in the Innovative Justice and Program Analysis Reentry Resources program.

Purchasing Comments: The Purchasing Agent confirms that the purchasing process complied with the County procedures and Texas statutes applicable to it.

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

Comments: NA

Required Authorizations:

Attachments:

1. Memo



Department of Innovative Justice & Program Analysis
Cherise Fanno Burdeen, County Executive

P.O. Box 1748
Austin, Tx 78767

(512) 854-4415

cherise.burdeen@traviscountytx.gov

www.traviscountytx.gov

MEMORANDUM

To: C. W. Bruner, Purchasing Agent

From: Cherise Fanno Burdeen, County Executive

Signed by:

Cherise Fanno Burdeen

5BF59FBEDAC8435...

Date: August 24, 2026

Subject: Request for Services: CDL Training

Background:

In FY 2025 Commissioners Court directed PBO to include \$250,000 of on-going funding to continue the program of providing CDL training for clients enrolled in the Innovative Justice and Program Analysis Reentry Resources program. The Innovative Justice and Program Analysis Reentry Resources program has determined that justice-involved clients can be more successful with reentry and earn a more livable wage by obtaining advanced skills and training. A training that has been found to be successful with this population has been the State of Texas Commercial Driver's License (CDL) training. We are hoping to find multiple suitable CDL training vendors in various geographical areas of Travis County in order to make this training accessible to greater number of clients where distance is a factor that determines successful participation in this program. Innovative Justice and Program Analysis Reentry Resources seeks to continue providing a career path in the trucking industry as well as other vocational trainings that are competitive industries for individuals with a criminal background to reduce recidivism, increase economic mobility and to increase the number of contributing taxpayers in Travis County.

Funding:

Innovative Justice and Program Analysis Reentry Resources has \$250,000 of ongoing funding for non-employee educational services to continue providing CDL training for clients enrolled in the Reentry Resources program. This funding continues to be used to provide training opportunities to clients that abide by all selection process guidelines.

Funding Source

Cost Center: 1550040001

Product Code: 8011500

GL: 511370

CC:

Cynthia Simons, Planning Mgr.

Iris Suddaby, Financial Analyst Sr.



Department of Innovative Justice & Program Analysis
Cherise Fanno Burdeen, County Executive

P.O. Box 1748
Austin, Tx 78767

(512) 854-4415

cherise.burdeen@traviscountytx.gov

www.traviscountytx.gov

Scope of Work

1. Scope of Work

IJPA requires Entry Level Driver Training (ELDT) so that their employees and Reentry Resource participants can obtain a Commercial Driving License (CDL) in compliance with Federal Motor Carrier Safety Administration (FMCSA) and Texas Department of Public Safety (Texas DPS). Below are the general requirements followed by department specific requirements.

2. Program Requirements

The cost of the CDL Training Program shall include the following at a minimum:

- All classroom and hands on/behind the wheel training
- All testing fees, including retakes up to 6 tests
- All training materials
- Training facilities for classroom and driving portions of the program
- Trucks and trailers for training and testing
- Group and/or individual instructor training
- Drug Screening
- Moving Violation Report
- Commercial Learners Permit License Fee
- The length of training will be determined for each student depending on the schedule and availability of the contractor. The length of training per student should not exceed three (3) months. Training could be extended due to unforeseen changes such as change in instructor, observed holidays, or any other events that are agreed upon by the contractor and Travis County department.

3. The CDL training program shall cover at a minimum:

- Orientation and Introduction to CDL
- Safe Operating Practice (written examination)
- Comprehensive check of a commercial vehicle before operation (Pre-trip Inspection)
- Vehicle Control and Mechanics
- General Driving/Final Testing

4. CDL Training License offerings:

- training program to obtain Class A license, which permits the holder to operate any combination of vehicles with a gross combination weight rating of 26,001 pounds or more, provided the gross vehicle weight rating (GVWR) of the vehicle or vehicles towed exceeds 10,000 pounds as follows:
An option to upgrade from Class B to Class A CDL.
An option for a class A automatic transmission, license with restriction
An option for a class A manual transmission
- CDL training program to obtain Class B license, which permits the holder to operate a single vehicle with a (GVWR) of 26,001 pounds or more, or that single vehicle towing a vehicle with a GVWR less than 10,000 pounds.
- Tanker Endorsement
- Hazmat Endorsement



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5. IJPA Requirements:

- Contractor shall hold a class regardless of the number of students from IJPA.
- Contractor shall be accessible to students, IJPA staff, and authorized personnel during normal business office and training hours.
- Contractor shall provide training services at a location accessible to clients residing in Travis County. Service location shall be accessible by public transportation and preferably in locations on established bus routes. If training site is not within half a mile distance of a Capital Metro bus stop, then provider needs to arrange transportation for client to and from bus stop site free of charge.
- Contractor shall provide minimum of 120 hours behind the wheel and over the road.

6. Deliverable Services:

- Of the referred clients who attend classes must complete training successfully, which includes passing final exam and obtaining their Class A Commercial Driver's License.
- Students must obtain a valid Medical Examiner's Certificate as a prerequisite for CDL training.
- Students will be given additional training and attempts at testing (up to 6 times) if they do not pass on the first attempt
- Satisfactory delivery of services will be evaluated at 25%, 50%, 75% and 100% of total hours clients have received in classroom instruction, safety mechanics, pre-trip, maneuvers, and over the road driving.

7. Reporting and Evaluation:

The CDL training provider shall prepare and maintain accurate and complete records of training provided per client which includes name of student and date of progress report. Reports should at minimum include:

- Hours of instructional training
- Location of training
- Description of results or activity
- Weekly progress reports for each client
- Program agreements
- Code of conduct forms
- Absence/tardiness policies

A plan of action shall be developed with the CDL training vendor and the IJPA Program Manager to address any areas in which a student is not progressing or needs improvement. If there is an immediate concern in student progress or participation, IJPA Program Manager shall be contacted within 1 business day of incident in order to address issues before a participant is removed.

8. Progress Reports

- Progress reports shall be made available at Travis County request and accurately identify progress or lack of progress by each CDL student during training. Areas to be evaluated may include:
- Participation in training activities,
- Abiding by company and County and IJPA guidelines, which will be provided during contract agreements.
- Adherence to all training agreements.
- A plan of action shall be provided for any areas in which a student is not progressing or needs improvement.



Department of Innovative Justice & Program Analysis
Cherise Fanno Burdeen, County Executive

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Austin, Tx 78767

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- Progress reports should be addressed with IJPA CDL coordinators and management. In the instance where a “warning” is given to a student for failing to comply with program guidelines, a report shall be generated with the disciplinary warning, reason for violation, and plan for improvement. The report should be acknowledged and signed by student and CDL instructor and forwarded to IJPA staff. If there is an immediate concern in student progress or participation, IJPA shall be contacted as soon as possible in order to address ongoing issues.

9. Program Performance

Travis County may request an evaluation of the Program Performance. Contract output shall be measured by contractor’s satisfactory delivery of promised services in accordance with the terms and conditions of the contract in accordance with Scope of Services. The Performance of contractor will be measured in accordance with the number of CDL clients served per year, the number of clients who obtained their CDL, and the number of clients who successfully obtained employment in the trucking industry.

10. Completion Report

Contractor shall provide Travis County IJPA a completion report at Travis County’s request. This includes the following information:

- What clients were served
- The type of services provided to each client
- The name of staff members or instructors providing the service
- The length of time it took for students to complete training
- DPS final testing date and outcome pass/fail



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Declare items surplus property and sell at public auction pursuant to Local Government Code § 263.152(a)(1). (Commissioners Travillion)

Prepared By/Phone Number: Aaron Washington, Asset Coordinator, 512-854-7771

Elected/Appointed Official or Department Head: C W Bruner

Commissioners Court Sponsor(s): Commissioner Travillion

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

There are 76 capital items and 4 low-value items included in the auction list that are included in the county's inventory.

Staff Recommendations:

TNR Fleet Services requests approval to declare the vehicles in the attached spreadsheet as surplus and sell at public auction.

Purchasing Comments:

The Purchasing Agent confirms that the asset process complied with the County procedures and Texas statutes applicable to it. The department recommends approval of the requested action.

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

N/A

Required Authorizations:

N/A

Attachments:

1. Signed Auction Memo 08-18-26
2. Gaston Vehicle Auction 09.09.2026

TRANSPORTATION AND NATURAL RESOURCES

CYNTHIA C. MCDONALD, COUNTY EXECUTIVE



Travis County Administration Building
700 Lavaca Street-5th Floor
P.O. Box 1748
Austin, Texas 78767
Phone: (512) 854-9383
Fax: (512) 854-4697

August 7, 2026

MEMORANDUM

TO: Travis County Purchasing

FROM: **Chuck Schoenfeld, Assistant Director Fleet Services of Travis County**

SUBJECT: County Retired Vehicle & Equipment Auction Request

TNR Fleet is requesting approval to declare the following vehicles in the attached spreadsheet as surplus and sell via public auction in accordance with LGC 263.152(a)(1).

These units have satisfied the Travis County's replacement criteria and have exceeded the useful life expectancy for use by Travis County. They have been replaced with new modern replacement units.

Sincerely,

A handwritten signature in blue ink that reads "Chuck Schoenfeld".

Chuck Schoenfeld
Assistant Director of Fleet Services
Travis County TNR
Fleet Service
Office Phone 512-854-4658

ATTACHMENTS:



Pending Auction
List 8-7-2026.xlsx

CC: Kondala Mantri
Sydnia Crosbie

Inventory number (TAG)	Asset description	Asset Number (SAP)	Equipment Number	VIN	Purchase Cost	Purchase Date	Depreciated Value
11913	2006 FORD VAN 15 PASSENGER 8 CYLINDER	1013534	2671	1FBSS31L46HA53179	19,667.00	8/16/2005	0
11967	2006 FORD EXTENDED 15 PASSENGER	1013979	2681	1FBSS31L86HA92292	19,667.00	10/24/2005	0
60582	UNK Air Compressor/Tires RIF	1000056	3944/1017	143410V84957	10,750.00	6/14/1982	0
81013	MOTORGRADER CLASS II JOHN DEERE	1000281	TNR2433	DW570BX558995	110,307.00	2/11/1997	0
81037	1997 Dump Truck 6 YD W/ Brush Top	1000260	2186	1HTSCABN0VH446868	35,109.00	12/4/1996	0
91360	14 FOOT UTILITY TRAILER MAGNUM 78 X 14' AN	1005508	TNR3997	1V5BA1420W1132865	2,136.00	1/16/1998	0
95202	TRAILER 8FT MIG WELD MAGNUM/PRAXAIR 4X 8	1000390	TNR3900	1V5BA0815W1133036	6,991.66	7/16/1998	0
103185	2001 Ford 2WD 42 HP Tractor	1000560	2024	704156M	17,577.00	6/19/2001	0
103334	2003 Vibromax Roller Rubber/Steel Vibratory	1000979	2329	JKC8309311	70,004.60	1/7/2003	0
119575	HAUL TRUCK 2004 FREIGHTLINER	1001044	2410	1FUJA6AV14LM37520	104,714.00	8/13/2003	0
119639	2004 CAT Pneumatic Roller	1001178	2513	CATPS150EFP500166	45,811.00	6/30/2004	0
123530	2005 CHEYENNE 7'X 14' ENCLOSED BOX TRAILER	1012738	2612	1C9BC16215W757952	0.00	4/4/2005	0
124931	2005 Deere Tractor 2 WD 75HP	1001299	2651	LV5525S150591	23,991.50	7/5/2005	0
124944	2005 Centex CT Refrigerated 6' X16 Trailer	1001457	2684	5RHCT16245H002661	7,107.00	12/7/2005	0
124954	TRACTOR UTILITY 5525 JOHN DEERE	1001651	2788	LV5525S250375	25,441.87	9/7/2006	0
129542	2007 TORO AERATOR 687 78 W/3 POINT HITCH #44860	1001853	2963	270000171	5,387.42	6/5/2007	0
129608	2008 Loader Skid Steer 72 CATERPILLAR	1002061	3052	CAT0262CCMST01054	44,232.00	1/16/2008	0
137523	WELDING TRAILER 4X8 WITH MILLER WELDER	1002374	T3240	1V5BA081491135879	6,733.35	3/16/2009	0
137525	WELDING TRAILER 4X8 WITH MILLER WELDER	1002375	T3242	1V5BA081091135880	6,733.35	3/16/2009	0
141490	2010 TRAILER TAG MODEL 202TT TEREX	1002584	T3320	5LKT3422XA2027983	31,500.00	11/24/2009	0
141491	2010 TRAILER TAG MODEL 202TT TEREX	1002585	T3321	5LKT34221A2027984	31,500.00	11/24/2009	0
141492	2010 TRAILER TAG MODEL 202TT TEREX	1002586	T3322	5LKT34223A2027985	31,500.00	11/24/2009	0
141493	2010 TRAILER TAG MODEL 202TT TEREX	1002587	T3323	5LKT34225A2027986	31,500.00	11/24/2009	0
141529	2010 PJ TRAILER 16' I-BEAM DECKOVER	1027739	3396	4P5F81625A1142301	4,098.00	2/13/2010	0
141561	2010 CARGO CRAFT VECTOR TRAILER	1028194	T3400	4D6EB1315AC024412	3,162.00	4/1/2010	0
142471	2012 CHEVROLET TAHOE	1040579	3762	1GNLC2E05CR307065	41,650.00	1/30/2013	0
142577	2013 Wacker RSS800A Vibratory Asphalt Roller	1045436	3982	30036669	11,740.00	8/6/2013	0
142586	New Genie TZ 34/20 Trailer Mounted Z-Boom	1045640	T4022	TZ3413691	24,437.24	11/27/2013	0
142944	2016 Top Dresser/Material Handler	1054831	4376	W00671	26,261.73	8/16/2016	0
143915	2014 Chevy Tahoe PPV SUV Silver Ice Police Patrol	1047372	4099	1GNLC2E00ER188036	48,745.00	9/30/2015	0
143919	2014 Chevy Tahoe PPV SUV Silver Ice Police Patrol	1047368	4095	1GNLC2E02ER185784	48,745.00	9/30/2015	0
143923	2014 Chevy Tahoe PPV SUV Silver Ice Police Patrol	1047360	4087	1GNLC2E04ER185737	48,745.00	9/30/2015	0
146908	2011 FORD F250 PICKUP	1003292	3533	1FD7X2A6XBEB69971	26,172.26	1/17/2011	0
146973	2011 CHEVROLET TAHOE FULL SIZE SUV	1003311	3543	1GNLC2E0XBR278404	26,799.01	3/29/2011	0
164046	2011 SKID STEER LOADER CATERPILLAR 262C	1003454	3577	CAT0262CCMST04424	47,702.00	7/29/2011	0
164082	2011 FORD E250 ECONOLINE VAN	1034630	3624	1FTNE2EW1BDB38576	17,832.65	10/1/2011	0
164102	2012 TRACTOR UTILITY JOHN DEER 5085M	1034643	TR3627	1LV5085MEBA310102	27,106.20	12/1/2011	0
164105	2011 FORD F150 REG CAB PICKUP	1034653	3510	1FTFX1CF3BFC95428	23,958.23	12/1/2011	0
164114	2012 PETERBILT TRUCK CAB AND CHASSIS	1034657	TH3629	3BPZH58X2CF156951	65,061.41	12/1/2011	0
165299	SUV, 2012 CHEVROLET TAHOE	1040592	3725	1GNLC2E09CR318988	41,650.00	12/28/2012	0
165311	Cargo Trailer, Road Force	1040127	3837	5NHUCM625DY066119	5,695.00	10/29/2012	0
166810	2012 CHEVROLET COLORADO	1034795	3587	1GCHTCFE0C8121812	18,265.39	1/1/2012	0
166811	2012 FORD F250 REG CAB PICKUP	1034801	3664	1FT7W2B62CEA50674	25,595.50	1/1/2012	0
166833	Trailer with LOGAN II 6000# WINCH VAULT HANDLER	1042347	T3701	1A9VS1311CA289015	21,065.00	6/5/2012	0
166835	2012 Ford E150 Van ECONOLINE	1040420	3703	1FTNE1EW9CDB14442	17,744.65	7/13/2012	0
166852	2013 PJ Dump Trailer Model D7122	1040760	3779	4P5D71225D1181474	6,197.00	8/8/2012	0
166875	2012 Infield Groomer, Smithco Super Star	1040780	3799	13575	13,896.69	9/27/2012	0
168085	Electronic Message Board with Trailer	1045856	T4020	1P91F1010DG301727	15,117.30	12/4/2013	0
168088	SUV, 2013 Chevrolet Tahoe	1043764	3929	1GNLC2E03DR359862	44,988.00	12/13/2013	0
168099	SUV, 2013 Chevrolet Tahoe	1043760	3928	1GNLC2E0XDR361446	44,988.00	12/18/2013	0
168107	SUV, 2013 Chevrolet Tahoe	1043722	3948	1GNLC2E06DR355370	44,988.00	12/30/2013	0
173161	2014 Chevy Tahoe PPV SUV Silver Ice Police Patrol	1049412	4123	1GNLC2E07ER191256	48,745.00	10/6/2014	0

Inventory number (TAG)	Asset description	Asset Number (SAP)	Equipment Number	VIN	Purchase Cost	Purchase Date	Depreciated Value
173165	2014 Chevy Tahoe PPV SUV Silver Ice Police Patrol	1049406	4116	1GNLC2E03ER192324	48,745.00	10/6/2014	0
173230	2015 Chevy Tahoe PPV	1049390	4073	1GNLC2ECXFR254099	46,627.00	1/20/2015	0
173276	Truck, Service Body 1 Ton 4WD	1050121	4281	1FD8W3A65FEC56647	33,668.92	9/30/2015	0
174337	Truck, Service Body 1 Ton 4WD	1050122	4288	1FD8W3A67FEC56648	33,668.92	9/30/2015	0
174339	2015 Ford Truck, Service Body 1 Ton	1050444	4290	1FD8W3A69FEC56649	11,450.00	6/24/2015	0
174352	2015 PU EXT CAB SB 2WD 1/2 Ton	1050162	4292	1FTEX1CF4FKD12343	24,285.28	9/30/2015	0
174356	SUV, Police Full Size, Four Door 2WD	1049956	4229	1GNLC2EC0FR637288	49,127.00	9/30/2015	0
174363	2015 Ford Explorer	1050180	4300	1FM5K8AR0FGC27440	27,770.96	9/30/2015	0
174415	Truck, Concrete Mixer	1049926	4319	1FVMG3DV8GHHHC1525	200,561.00	11/23/2015	0
174423	SUV, Police Full Size, Four Door 2WD	1049996	4268	1GNLC2EC8FR692068	45,485.00	11/17/2015	0
174432	2015 SUV, Police Full Size 4 Door, 4WD	1050436	4309	1GNLC2EC2FR692048	27,300.00	2/5/2016	0
174663	SUV, Police Patrol Vehicles	1054554	4435	1FM5K8AR6HGA24085	46,135.00	12/6/2016	0
175793	Pickup, w/ Cargo Box	1054769	4439	1GC4KYC82GF240539	67,226.50	1/12/2017	0
175796	Pickup, w/ Gooseneck Hitch	1054767	4441	1GC4KYC82GF237589	64,460.00	1/12/2017	0
175826	2017 Verti-Cut Redexim	1055186	4475	759215	6,792.70	2/28/2017	0
176108	Mower Deck, Snake	1057974	4604	7213201010080	34,146.61	10/4/2017	0
176684	BMW R 1200 RT-P Police Motorcycle	1061417	4789	WB10A1300JZ467685	18,308.29	4/29/2019	0
176685	BMW R 1200 RT-P Police Motorcycle	1061416	4788	WB10A1306JZ67688	14,351.09	4/29/2019	0
176686	BMW R 1200 RT-P Police Motorcycle	1061415	4787	WB10A1309JZ467684	15,168.64	4/29/2019	0
176687	BMW R 1200 RT-P Police Motorcycle	1061276	4786	WB10A1301JZ467680	29,608.96	9/27/2018	0
176688	BMW R 1200 RT-P Police Motorcycle	1061275	4785	WB10A1305JZ467679	29,608.96	9/27/2018	0
176693	2018 Mower Toro Z Master 72" propane	1060869	4645	402358299	13,662.07	7/31/2018	0
177017	Mower, Bush Hog 15' flex-wing	1061052	MD4773	1HGBR1182140072	19,688.00	9/20/2018	0
177020	Mower Bush Hog, 15' flex-wing	1061055	MD4776	1HGBR1182110058	19,688.00	9/20/2018	0
177252	SUV, Police Patrol K-9 Veh	1060958	4748	1FM5K8AR1JGC17413	52,899.25	2/21/2019	0
177453	2019 Mower Decks, 15' Flex-Wing	1063355	4875	1HFVR1190360035	17,874.00	6/30/2019	0
201304	2019 Tahoe PPV	1063980	4975	1GNSKDEC7KR399766	65,674.28	4/7/2020	2,686.00
201315	2017 KUBOTA RTV-X1140 PERSONNEL CARRIER	1057918	4497	17394	14,297.92	7/25/2017	0



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Approve order exempting the purchase of 96-month inspection services from Leonardo Helicopters US Corporation, estimated requirements, from the competitive procurement process, pursuant to County Purchasing Act Section §262.024(a)(2) and §262.024(a)(11) and authorize Purchasing Agent to issue purchase orders. (Emergency Services) (Commissioner Travillion)

Prepared By/Phone Number: Bridgett Bradshaw, Lead Procurement Officer, 512-854-9914

Elected/Appointed Official or Department Head: C W Bruner

Commissioners Court Sponsor(s): Commissioner Travillion

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

Mandatory 96-month inspections are due on all three (3) STAR Flight aircraft in calendar year 2027. These required inspections involve a complete disassembly of each aircraft to satisfy airworthiness and certification standards.

According to manufacturer specifications from Leonardo Helicopters, each inspection will require approximately 3,400 work hours, taking a dedicated five-mechanic team 14 weeks per aircraft. To accommodate this extensive timeline, the first inspection is scheduled to begin between September and October 2026.

The department is requesting approval of this purchase on an estimated requirements basis because the contractor cannot determine the exact cost of the inspections until they receive the engines. The approximate estimated cost to complete all three 96-month inspections is \$442,760.00. A purchase order will be issued in this amount then adjusted as needed based on the final cost of the inspections.

Pursuant to Texas Local Government Code 262.024, a contract for the purchase of an item necessary to preserve or protect the public health or safety of the residents of the county and vehicle and equipment repairs is exempt from the requirement established by Section 262.023 if the Commissioners Court by order grants the exemption.

Purchase Order Information:

Purchase Order No.: 4100272268

Contractor Name: Leonardo Helicopters US Corporation

Purchase Order Amount: \$442,760.00

Staff Recommendations:

Emergency Services recommends approval of this exemption and PO issuance.

Purchasing Comments: The Purchasing Agent confirms that the purchasing process complied with the County procedures and Texas statutes applicable to it.

Issues and Opportunities:

Per Travis County Code Chapter 32.008, HUB requirements do not apply to exempt services.

Fiscal Impact and Source of Funding:

SC #: 1000443962

Required Authorizations:

N/A

Attachments:

1. Ethics Disclosure
2. Dept Memo
3. General Exemption Form
4. Draft PO 4100272268

Travis County Purchasing Office Ethics Disclosure Form

Project Number: 4100271472

Leonardo Helicopters US Corporation

Vendor Contact: Karen Leithead

Email: karen.leithead@leonardocompany.us

Phone: 267-471-8701

Political Contributions

None

Lobby Activities:

None



Travis County *STAR* Flight



7800 Old Manor Road
Austin, TX 78724

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

MEMORANDUM

DATE: June 23, 2026

TO: C.W. Bruner, Purchasing Agent

FROM: Craig Hilzendager, STAR Flight Director of Aviation Operations

RE: Discretionary Exemption of 96-Month Aircraft Inspections

Requested Action:

STAR Flight is requesting a discretionary exemption from the procurement process for the required 96-month inspection of its aircraft fleet.

Background Summary:

- Required 96-month inspections are coming due on all three (3) STAR Flight aircraft in calendar year 2027. These are very detailed, required inspections to maintain aircraft certification and airworthiness. These inspections mandate a complete breakdown of each aircraft.
- Leonardo Helicopters projects the completion of each (3) 96-month inspection, to take approximately 14 weeks to complete with a maintenance team of five (5) mechanics, dedicated to each aircraft.
- It will take approximately 3,400 man-hours to complete each aircraft
- Anticipate scheduling the first of three inspections, starting in September-October 2026.

The estimated cost to perform all three (3) 96-month inspections is \$498,505. Commissioners Court previously approved reallocation of remaining funds in FR 300006504 for these inspections on June 9, 2026.

Staff Recommendation:

STAR Flight requests the approval of a discretionary exemption from the procurement process to preserve public health and safety of the residents of Travis County. This will minimize aircraft downtime and maximize aircraft availability and allow us to continue to deliver life-serving services to our community.

**ORDER EXEMPTING PURCHASE OF 96-MONTH INSPECTIONS FOR STAR FLIGHT FLEET FROM
REQUIREMENTS OF THE COUNTY PURCHASING ACT**

WHEREAS, the Commissioners Court of Travis County has the authority to exempt the purchase of an item necessary to preserve or protect the public health or safety of the residents of the county from the competitive procurement requirements of the County Purchasing Act, TEX. LOC. GOVT. CODE ANN. sec. 262.024(a)(2), and

WHEREAS, the Commissioners Court of Travis County has the authority to exempt the purchase of vehicle and equipment repairs from the competitive procurement requirements of the County Purchasing Act, TEX. LOC. GOVT. CODE ANN. sec. 262.024(a)(11), and

WHEREAS, the County desires to enter into a contract with AgustaWestland Philadelphia Corporation for Travis County, and

WHEREAS, these services are necessary to maintain aircraft certification and airworthiness, as well as repairs/replacement to the Engine Deck, thereby ensuring the continuous, uninterrupted delivery of life-saving emergency services to the community,

NOW, THEREFORE, the Commissioners Court of Travis County hereby orders that the purchase of these inspections and repairs for the STAR Flight helicopter fleet, is exempted from the requirements of the County Purchasing Act for competitive procurement pursuant to TEX. LOC. GOVT. CODE ANN., sections 262.024 (a)(2), as this contract is for an item necessary to preserve or protect the public health or safety of the residents of the county, and 262.024 (a)(11), vehicle and equipment repairs, and the Commissioners Court and necessary aircraft repairs further authorizes the County Judge to sign the approved exemption order on its behalf.

Approved by Commissioners Court on ____ day of _____, 2026.

Andy Brown, Travis County Judge
Travis County, Texas

Purchase Order

Page 1 / 1



TRAVIS COUNTY
PURCHASING OFFICE
P.O. BOX 1748
AUSTIN, TX 78767
(512)854-9700

AGUSTAWESTLAND PHILADELPHIA CORP
LEONARDO HELICOPTERS US CORP
3050 RED LION RD
PHILADELPHIA PA 19114
USA

Purchase Order**P.O. NUMBER: 4100272268 Date: 09/02/2026****Version :****Date : 09/02/2026 12:17:20**

THIS NUMBER MUST APPEAR ON INVOICES, PACKING
UNITS, LABELS, BILLS OF LADING AND
CORRESPONDENCE.

Ship to:

TravisCty
STARFLIGHT FACILITY
7800 OLD MANOR RD
AUSTIN TX 78724

Buyer/Phone number:

BRIDGETT BRADSHAW / (512)854-9700

Requested By:

ANA CAMPOS

E-Mail:

BRIDGETT.BRADSHAW@TRAVISCOUNTYTX.GOV

Terms of payment:

In accordance with Texas Prompt Pay Act

Delivery Date: 08/27/2026**Contract Number:****DRAFT**

Line Item	Quantity	Unit	Unit Price	Total Price
Mfg. Part #		Item Description		
1	126,240.000	AU	1.00	126,240.00
N307TC SN 69108		AW169 Airframe and Engine Inspections		
2	57,600.000	AU	1.00	57,600.00
N307TC SN 69108		Engine Deck Replacement		
3	320.000	AU	1.00	320.00
N307TC SN 69108		Discards		
4	640.000	AU	1.00	640.00
N307TC SN 69108		Service Bulletin 169-271		
5	480.000	AU	1.00	480.00
N307TC SN 69108		Service Bulletin 169-178		
6	5,000.000	AU	1.00	5,000.00
N307TC SN 69108		Consumables		
7	126,240.000	AU	1.00	126,240.00
N308TC SN 69085		AW169 Airframe and Engine Inspections		
8	126,240.000	AU	1.00	126,240.00
N309TC SN 69088		AW169 Airframe and Engine Inspections		

Total value: 442,760.00 USD**PLEASE SEND INVOICE TO:**

COUNTY AUDITOR
P.O. BOX 1748 AUSTIN, TX 78767
Email: ap@traviscountytx.gov

STATE SALES TAX EXEMPTION CERTIFICATE NO: 74-6000192

Please confirm receipt of purchase order via Buyer e-mail address listed above. Additional charges will not be authorized for payment without prior approval from Buyer. Invoices must reference purchase order number.

Terms and Conditions are available at http://www.traviscountytx.gov/images/purchasing/Doc/PO_Terms.pdf or by contacting the Purchasing Office at 512-854-9700. Section 6 of the terms and conditions references Prompt Payment Act.

This Purchase Order represents requisitioned goods and services, for which funding has been verified through a financial encumbrance. The Purchase Order has been prepared / processed as authorized by:



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Approve Modification No. 4 to Contract No. 4400006260 with Aeschbach & Associates, Inc., dba Addiction and Psychotherapy Services, in the amount of \$75,000.00, for methadone treatment services. (Health & Human Services) (Commissioner Travillion)

Prepared By/Phone Number: Jean Liburd, Procurement Specialist III, 512-854-4850

Elected/Appointed Official or Department Head: C W Bruner

Commissioners Court Sponsor(s): Commissioner Travillion

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

This Contractor provides gap services to individuals who are uninsured or underinsured and cannot afford methadone treatment. These services are provided until the client can secure sustained funding for their treatment.

This Modification No. 4 replaces the Scope of Services, extends the contract through September 30, 2028, and makes revisions and additions to the contract provisions.

Contract Information:

Contract No.: 4400006260

Contractor Name: Addiction and Psychotherapy Services

Contract Modification Amount: \$75,000.00

Contract Period: October 1, 2026, through September 30, 2028

Current Contract Expenditures: Within the last 12 months, \$75,000.00 has been spent against this contract.

Previous Contract and Modification Activity:

On December 2, 2025, the Commissioners Court approved Modification No. 3, in the amount of \$75,000.00, and extended the contract through September 30, 2026.

On December 12, 2023, the Commissioners Court approved Modification No. 2, which increased the NTE amount from \$65,000.00 to \$150,000.00 for two renewal terms.

On April 4, 2023, the Commissioners Court approved Modification No. 1, which increased the NTE amount from \$50,000.00 to \$65,000.00.

On May 10, 2022, the Commissioners Court approved the initial contract, in the amount of \$50,000.00.

Staff Recommendations:

Travis County Health and Human Services recommends approval of Modification No. 4 with Addiction and Psychotherapy Services.

Purchasing Comments:

The Purchasing Agent confirms that the purchasing process complied with the County procedures and Texas statutes applicable to it.

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

Comments: Funding will become available upon FY'27 budget approval.

Required Authorizations:

N/A

Attachments:

1. Memo
2. Modification



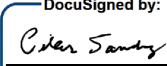
TRAVIS COUNTY HEALTH and HUMAN SERVICES
P. O. Box 1748 * Austin, Texas 78767

Pilar Sanchez
County Executive for TCHHS
Office (512) 854-4101 * Fax (512) 279-2197

M E M O R A N D U M

Date: August 26, 2026

To: C.W. Bruner, Purchasing Agent
 Jorge Talavera, Procurement Director
 Travis County Purchasing Office

From: 
 Pilar Sanchez, County Executive
 Travis County Health and Human Services

Subject: Opioid Abatement Contracts

Travis County HHS is requesting the following three contracts be modified to add two twelve-month automatic renewal terms through 9/30/2028. The contracts need to include the necessary ratification language to make them effective October 1, 2026. In addition, contracts 4400006260 and 4400006261 need to have language added to the boilerplate allowing for minor changes to the agreement without a formal modification. These two contracts also have updated work statements. HHS will submit a funds reservation for each contract once the Commissioners Court gives final approval to the FY27 budget. Thank you.

Contract	Program	Vendor	Funding
4400006260	Methadone Services	Aeschbach and Associates, Inc.	\$75,000
4400006261	Methadone Services	Community Medical Services	\$75,000
4400006700	Peer Recovery Support	Communities for Recovery	\$175,000

Cc: San Juana Gonzales, Financial Analyst Lead, TCHHS
 Jean Liburd, Procurement Specialist III

MODIFICATION OF CONTRACT: 4400006260, Methadone Treatment Services

ISSUED BY: Travis County Purchasing Office P.O. Box 1748 Austin, Texas 78767 Contact: Jean Liburd Tel. No: (512) 854-4850		ISSUED TO: Aeschbach & Associates, Inc., dba Addiction and Psychotherapy Services 2824 S. Congress Avenue Austin, Texas 78704	
MODIFICATION NO.: 4		EXECUTED DATE OF ORIGINAL CONTRACT: May 20, 2022	
ORIGINAL CONTRACT TERM: April 1, 2022 to September 30, 2023		MODIFIED CONTRACT TERM END DATE: September 30, 2028	
ORIGINAL CONTRACT AMOUNT: \$50,000.00 NTE	MOD. 4 AMOUNT: \$75,000.00 NTE	CUMULATIVE CONTRACT AMOUNT: \$365,000.00 NTE	
Note to Vendor: ☒ Complete and execute (sign) your portion of the signature block section as tagged below. ☐ DO NOT execute. Retain for your records.		Court Approval Required? ☒ Yes ☐ No	

DESCRIPTION OF CHANGES: Except as provided in this Modification 4, all terms, conditions and provisions of the Contract referenced above, as previously modified, remain unchanged and in full force and effect.

1. Pursuant to Section 7.0, "Amendments/Modifications," the Parties hereby agree to the following:

A. Delete Section 3.1.1, "Renewal Term," in its entirety and replace it to read as follows:

3.1.1 Renewal Term. Unless sooner terminated pursuant to the terms of this Contract, the Parties may renew the Contract for one (1) twenty-four-month term, beginning on October 1, 2023, and ending on September 30, 2025 (a "Renewal Term"). The Parties may renew the Contract for one (1) additional twelve-month term beginning on October 1, 2025, and ending on September 30, 2026. Thereafter, the Parties may renew the Contract for one (1) twenty-four-month term, beginning on October 1, 2026, and ending on September 30, 2028, subject to continued funding. Any exercise of the option to renew the Contract shall be in writing and signed by the Parties. The Initial Term and any Renewal Term shall be referred to as a "Contract Term." Each Contract Term will be with the understanding that all terms and conditions remain unchanged and in full force and effect, unless this Contract is specifically amended pursuant to this Contract.

B. Add Section 7.2.1 to Section 7.2, "Request for Changes," to read as follows:

7.2.1 Notwithstanding Section 7.1 of this Contract, Contractor may request to make minor changes to the delivery of services described in Attachment A: Revised Program Work Statement ("Minor Change") without a written amendment to the Contract only if all of the following requirements are met:

7.2.1.1 The Minor Change will not change the scope or objective of the Contract or impact the quality of services delivered by Contractor solely as determined by County prior to Contractor's implementation of the Minor Change.

7.2.1.2 Contractor notifies County pursuant to Section 8.8 of this Contract describing the Minor Change Contractor desires to make.

LEGAL BUSINESS NAME: Aeschbach & Associates, Inc., dba Addiction and Psychotherapy Services DRAFT BY: _____ SIGNATURE BY: _____ PRINT NAME TITLE: _____ ITS DULY AUTHORIZED AGENT		DATE: _____
TRAVIS COUNTY, TEXAS DRAFT BY: _____ C.W. BRUNER, III, CPPB, PURCHASING AGENT		DATE: _____
TRAVIS COUNTY, TEXAS DRAFT BY: _____ ANDY BRUNER, TRAVIS COUNTY JUDGE		DATE: _____

7.2.1.3 County notifies Contractor pursuant to Section 8.8 of this Contract of its acceptance of the Minor Change.

- C. Delete Section 8.7.2.1, "Attachment A – Scope of Services" in its entirety and replace it to read as follows:

Section 8.7.2.1 – Attachment A – Revised Program Work Statement

- D. Delete Attachment A – Program Work Statement in its entirety and replace it with Attachment A – Revised Program Work Statement attached to the Modification 4 as Exhibit 1.

2. Pursuant to Section 3.1.1, "Renewal Term," the Parties hereby agree to renew the Contract for one (1) twenty-four-month term beginning October 1, 2026, through September 30, 2028.
3. Section 5.1, "Fee," the Not-to Exceed contract term amount remains unchanged at \$75,000.00.
4. All other terms and conditions of this Contract remain unchanged.

ATTACHMENT A

PROGRAM WORK STATEMENT

1. Program Information

Legal agency name and program name:

- a. Agency name: Aeschbach & Associates, Inc., D/B/A Addiction and Psychotherapy Services ("Contractor")
- b. Program name: Methadone Treatment Services ("Program")
- c. Issue Area: Opioid Abatement
- d. Service type(s) utilized in the Program: Medication Assisted Treatment ("MAT") ("Services")

2. Program Goals

Contractor shall meet the following Program goals:

- Expand access to the Program in Travis County; and
- Provide gap services to individuals who are uninsured or underinsured and cannot afford methadone treatment; these gap services continue until they are able to secure sustained funding for their treatment.

3. Client Eligibility

Contractor shall apply the following eligibility criteria to individuals in order to receive Services in the Program funded by Travis County ("Clients"):

Program Component (if applicable):

Eligibility Requirement	Description of Criteria	Verification Method
Residency	Client must be resident of Travis County.	Contractor will verify address with State issued ID, and Contractor will verify Client's Travis County residence. Contractor may use other forms of address verification including mail if a current ID is not available.
Income	Client income must be at or below 250% of Federal Poverty Income Guidelines ("FPIG") for the billing year.	Contractor's staff will screen Client for self-report income level and Client will self-attest that they qualify for the FPIG requirement.
Age	Client must be at least eighteen (18) years of age.	Contractor will verify age with a State or Federally issued ID or Birth Certificate.
Clinical Appropriateness	Client must be clinically appropriate to receive Program Services.	Contractor's staff medical doctor ("MD") will assess Clients for clinical appropriateness for methadone treatment and make treatment recommendations.
Insurance	Client must be uninsured or have insurance that does not fully cover the cost of Program Services.	Contractor's staff will screen for Client self-report insurance status, and Client will self-attest that they meet the uninsured or insurance that does not fully cover methadone treatment requirement.

4. Service Delivery

Contractor shall deliver Services as described below:

a. Eligibility determination and intake process:

Contractor will ensure that it has an in-depth screening and intake process which takes into account Federal and State guidelines, accreditation requirements, and best medical practices to ensure all individuals admitted to the Program are appropriate and eligible for Services.

Contractor will ensure that intake evaluations and screening, as well as periodic treatment plans, consider the following seven (7) areas of concern: (1) substance use (including opioids, nicotine, alcohol, and other illicit substances); (2) psychiatric problems; (3) medical problems (4) social situation; (5) employment and/or education situation; (6) legal situation; and (7) spiritual needs.

b. Service provision:

- During initial screening, as well as regularly scheduled treatment plans, Contractor's staff will interview Clients about employment/education concerns and income levels. Contractor will ensure that Clients meet frequently with individual case managers to discuss changes in these areas. Contractor will ensure that Clients have the opportunity to submit fee consideration request forms on a daily basis to update Contractor's staff about changes in their financial standing (e.g., in the event of job loss or unforeseen major costs).
- During initial screening, as well as regularly scheduled treatment plans, Contractor's staff will collect and assess information regarding social history. Contractor will ensure that Clients also have opportunities on a daily basis to schedule appointments with their case managers and doctor to discuss immediate concerns and changes to social situations (e.g., relationships, family, housing, transportation, etc.).
- During intake evaluation, Contractor's medical staff, including the MD and Registered Nurses ("RN"), will assess each Client. Contractor will ensure that Clients receive a brief physical exam and assessment of physical opioid withdrawal and vital signs. Contractor will ensure that each Client is also referred to the lab for blood work, urinalysis, drug screening, and pregnancy testing (if appropriate). Contractor will ensure that Clients are referred to further treatment by other medical specialists and for primary care as needed.
- Contractor's staff will perform monthly pregnancy screens on each female Client with the Client's consent at the clinic with medical child-bearing potential. Contractor's goal is to diagnose pregnancy as early as possible to refer Clients promptly for further evaluation of pregnancy status and prompt referral to OBGYN. Once a pregnancy is confirmed, Contractor will ensure that the pregnant Client has opportunities to discuss medical and social considerations with her case manager as well as the doctor and other staff. Contractor will ensure that Clients sign consents and that Contractor's staff coordinates treatment with the Client's OBGYN. Contractor's MD will meet with pregnant Clients multiple times during pregnancy for psychiatric evaluation and education as well as for methadone dose adjustments as pregnancy progresses.
- Contractor's staff will assess Client's dose at least once daily during the first two (2) weeks of treatment. Clients have daily opportunities to submit written dose adjustment requests. Contractor will ensure that Clients have opportunities to address these dose concerns at individual appointments with their case manager and/or MD. Contractor's staff will review dose efficacy with urine drug screen results and Client reports of ongoing cravings and/or use of illicit opioids.
- Contractor will ensure that Clients have opportunities to meet with their case managers on an as-needed basis to update treatment. Contractor's staff will routinely do treatment plans every three (3) months during the first year and then every six (6) months thereafter. Contractor will ensure that each treatment plan is reviewed and signed by the staff

Psychiatrist.

Contractor will ensure that Clients have opportunities to discuss problems and situations with their case manager. Contractor will ensure that these problems are then discussed with the psychiatrist. Clients have opportunities to meet individually with the psychiatrist or RN. Contractor will ensure that Clients also have opportunities to meet with the psychiatrist and participate in multiple education group options during the week.

- Contractor's staff will obtain random Urine Drug Screens from the Clients on a monthly basis (at least twelve (12) during the first year of treatment and eight (8) annually thereafter) and send those screenings to a certified lab for results. Contractor will share and discuss the results with Clients in a nonjudgmental manner. Contractor will ensure that the results are part of treatment plan reviews.
- Contractor will ensure that its clinic is open during the week Monday through Friday for dosing in the early morning and at lunchtime as well as Saturday morning on the weekend. Following Federal and State guidelines, Clients initially visit daily for observed dosing but then may earn additional take-home doses, depending on time in treatment as well as stability. Contractor will make permanent take-home privilege decisions in staff meetings based on a multidisciplinary assessment of the Client's stability. Occasionally, Contractor may provide extraordinary take-homes based on individual needs such as medical concerns, social situations, transportation problems, or employment difficulties. Contractor is currently operating under the extension of methadone take-home flexibilities as per Substance Abuse and Mental Health Services Administration ("SAMHSA") and concurrence of Texas Health and Human Services for Opioid Treatment Program ("OTPs").

c. Client termination or discharge from funding:

Contractor will generally terminate treatment with Clients when Clients are ready to be tapered per their request after discussion with their treatment team. Contractor may also terminate treatment due to breaches of the treatment behavioral contract signed by the Client upon admission. A breach includes violence and abusive behavior, carrying weapons, failing to follow financial agreements, bribes and blackmailing, theft, loitering, dealing illicit substances (on clinic grounds), continuous intoxication, refusal of counseling, failure to inform Contractor's staff about other prescriptions for controlled substances, or frequent absences from observed dosing requirements. Contractor will ensure that a taper or transfer to another clinic will be attempted if it is safe and clinically appropriate, but Contractor will reserve the right to terminate treatment abruptly for extreme circumstances concerning safety for individuals and the clinic.

Contractor may also discharge Clients from Travis County funding while continuing in treatment if they obtain alternative funding for their treatment (e.g., Medical Access Program ("MAP") or Medicare) or if they have a significant increase in their income (e.g., obtain employment with adequate income). Contractor will encourage Clients who appear to qualify for MAP to do so and will educate them on options to enroll in MAP. Some Clients may return to Travis County funding as a stop gap (e.g., if their MAP lapses and there is a time interval where they are not covered).

5. Service Accessibility

Contractor shall utilize the following accessibility strategies in delivering Services:

a. Hours of operations:

Contractor will ensure that its dosing hours are from 06:00 a.m. - 09:30 a.m. and 12:00 p.m. - 1:15 p.m. Monday through Friday and 07:30 a.m. - 10:30 a.m. on Saturday. Note: When clinics are closed on Sunday, Contractor will ensure that all Clients get a take-home dose for that day that they must keep in their lock box.

b. Geographic access:

Contractor's clinic is centrally located in Austin on South Congress Avenue and easily accessible by car to both major North/South highways (IH 35 and Loop 1/MoPac) via Highway 71 (Ben White Blvd). It is also easily accessible by Metro bus lines.

c. Language and communication access:

Contractor will ensure that its staff is fluent in English and German and has access to an as-needed medical translation line via phone for assessment of potential clients who are not fluent in these languages.

6. Program Staffing

Contractor shall maintain staffing for Services in the manner described below. If position is currently vacant or new, indicate date on which staff will be hired:

Position Title	No. of Positions	Primary Responsibilities	Date for hiring if vacant	How the Position is Funded
MD (Board certified in Psychiatry & Addiction Medicine)	1	Oversee medical care of the clinic including patient evaluations, ordering medications & labs, reviewing treatment plans, etc. and supervision of medical staff. Assurance of compliance with current regulations & standards for OTPs (Federal, State, Joint Commission, Drug Enforcement Agency), clinical programming, etc.		Clinic-generated funds, from patient fees, insurance fees, Travis County Contract, and Central Health contract.
RN Case Managers	4-6	Initial patient screening & assessments, case management & treatment planning, medication dispensing & observed dosing, controlled substance management, adherence to current regulations & standards for OTPs.		Clinic-generated funds, from patient fees, insurance fees, Travis County Contract, and Central Health contract.
Social Worker Case Manager	1	Initial patient screening & assessments, case management & treatment planning, help manage patient referral materials		Clinic-generated funds, from patient fees, insurance fees, Travis County Contract, and Central Health contract.
Staff Psychiatrist (part time, Board certified in Psychiatry)	1	Clinical evaluation of patients, ordering medications & labs, reviewing treatment plans, etc. and supervision of medical staff. Coverage for Medical Director when unavailable.		Clinic-generated funds, from patient fees, insurance fees, Travis County Contract, and Central Health contract.

Business Manager	1	Oversee running the business side of the clinic including finances, HR, procurement, etc.		Clinic-generated funds, from patient fees, insurance fees, Travis County Contract, and Central Health contract.
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7. Performance Measures

Contractor shall report the following performance measures and make a good faith effort as determined solely by Travis County to achieve the following performance goals:

a. Output Performance Measures:

Output Measure	Total Annual Goal	Quarters Reported*
1. Number of unduplicated Clients served	35	☒ 1 ☒ 2 ☒ 3 ☒ 4
2. Number of Clients transitioned to an alternative funding source (duplicated)	5	☒ 1 ☒ 2 ☒ 3 ☒ 4
3. Number of Clients participating in additional/ancillary services (duplicated)	70	☒ 1 ☒ 2 ☒ 3 ☒ 4
4. Number of unduplicated Clients retained in Services for at least six (6) months	17	☐ 1 ☐ 2 ☐ 3 ☒ 4

*Q1 is Oct 1–Dec 31; Q2 is Jan 1–Mar 31; Q3 is Apr 1–Jun 30; Q4 is Jul 1–Sep 30.

Rationale for any output reporting exceptions if applicable:

8. Cost Model and Fee Schedule

Contractor shall use the following cost model and fee schedule for Services:

a) Cost Model

Contractor shall use a weekly bundled service fee.

Contractor will charge an intake fee and then a weekly bundled service fee which covers all Services noted above in Section 4 Service Delivery. Contractor may charge Client additional fees outside of the Contract that include out of hours dosing, missed appointments, extra labs, etc.

Contractor will use a shared fee model where Clients are responsible for a portion of their treatment fees. This allows more Clients to receive funding, helps Clients be prepared to take over the full costs of their treatment when the Travis County Contract expires, and ensures that Clients are more invested in their own care. Client will be responsible for 1/3 of their treatment fees which includes the intake evaluation and a weekly bundled service fee.

Contractor will bill the weekly bundled Service fee every Monday, and it applies when Clients are present for any Services during that week.

Contractor will utilize funding for Contractor's current Clients who meet the Travis County funding criteria.

b) Fee Schedule

Services and Fees charged to Travis County (2/3) and the Client (1/3):

Intake Evaluation (incl. methadone and Services until Sunday of intake week)	\$210.00
Weekly Bundled Service Fee methadone	\$90.00

Other Service Fees charged to the Client outside of this Contract:

Saliva Drug Screen	\$10.00
Dosing outside medication time if nurse is available	\$10.00
Missed MD appt. unless twenty-four (24) hrs. notice is given	\$10.00
Missed Case Manager appt., unless twenty-four (24) hrs. notice is given	\$5.00
Addl. labs as clinically indicated or requested by Client	Depending on kind of test
Returned checks	\$20.00



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Approve Modification No. 4 to Contract No. 4400006261 with Community Medical Services, in the amount of \$75,000.00, for methadone treatment services. (Health & Human Services) (Commissioner Travillion)

Prepared By/Phone Number: Jean Liburd, Procurement Specialist III, 512-854-4850

Elected/Appointed Official or Department Head: C W Bruner

Commissioners Court Sponsor(s): Commissioner Travillion

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

This contract provides gap services by Community Medical Services to individuals who are uninsured or underinsured and cannot afford methadone treatment. These services are provided until the client can secure sustained funding for their treatment.

This Modification No. 4 replaces the Scope of Services, extends the contract through September 30, 2028, and makes revisions and additions to the contract provisions.

Contract Information:

Contract No.: 4400006261

Contractor Name: Community Medical Services

Contract Modification Amount: \$75,000.00

Contract Period: October 1, 2026, through September 30, 2028

Current Contract Expenditures: Within the last 12 months, \$75,000.00 has been spent against this contract.

Previous Contract and Modification Activity:

On December 2, 2025, the Commissioners Court approved Modification No. 3, in the amount of \$75,000.00, and extended the contract through September 30, 2026.

On December 12, 2023, the Commissioners Court approved Modification No. 2, which increased the NTE amount from \$65,000.00 to \$150,000.00 for two renewal terms.

On April 4, 2023, the Commissioners Court approved Modification No. 1, which increased the NTE amount from \$50,000.00 to \$65,000.00.

On March 29, 2022, Commissioners Court approved the initial contract, in the amount of \$50,000.00.

Staff Recommendations:

Travis County Health and Human Services recommends approval of Modification No. 4 with Community Medical Services.

Purchasing Comments:

The Purchasing Agent confirms that the purchasing process complied with the County procedures and Texas statutes applicable to it.

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

Comments: Funding will become available upon FY'27 budget approval.

Required Authorizations:

N/A

Attachments:

1. Memo
2. Modification



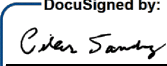
TRAVIS COUNTY HEALTH and HUMAN SERVICES
P. O. Box 1748 * Austin, Texas 78767

Pilar Sanchez
County Executive for TCHHS
Office (512) 854-4101 * Fax (512) 279-2197

M E M O R A N D U M

Date: August 26, 2026

To: C.W. Bruner, Purchasing Agent
 Jorge Talavera, Procurement Director
 Travis County Purchasing Office

From: 
 Pilar Sanchez, County Executive
 Travis County Health and Human Services

Subject: Opioid Abatement Contracts

Travis County HHS is requesting the following three contracts be modified to add two twelve-month automatic renewal terms through 9/30/2028. The contracts need to include the necessary ratification language to make them effective October 1, 2026. In addition, contracts 4400006260 and 4400006261 need to have language added to the boilerplate allowing for minor changes to the agreement without a formal modification. These two contracts also have updated work statements. HHS will submit a funds reservation for each contract once the Commissioners Court gives final approval to the FY27 budget. Thank you.

Contract	Program	Vendor	Funding
4400006260	Methadone Services	Aeschbach and Associates, Inc.	\$75,000
4400006261	Methadone Services	Community Medical Services	\$75,000
4400006700	Peer Recovery Support	Communities for Recovery	\$175,000

Cc: San Juana Gonzales, Financial Analyst Lead, TCHHS
 Jean Liburd, Procurement Specialist III

MODIFICATION OF CONTRACT: 4400006261, Methadone Treatment Services

ISSUED BY: Travis County Purchasing Office P.O. Box 1748 Austin, Texas 78767 Contact: Jean Liburd Tel. No: (512) 854-4850		ISSUED TO: Community Medical Services 8444 N. 90th Street, Suite 100 Scottsdale, Arizona 85258	
MODIFICATION NO.: 4		EXECUTED DATE OF ORIGINAL CONTRACT: April 1, 2022	
ORIGINAL CONTRACT TERM: April 1, 2022 to September 30, 2023		MODIFIED CONTRACT TERM END DATE: September 30, 2028	
ORIGINAL CONTRACT AMOUNT: \$50,000.00 NTE	MOD. 4 AMOUNT: \$75,000.00 NTE	CUMULATIVE CONTRACT AMOUNT: \$365,000.00 NTE	
Note to Vendor: ☒ Complete and execute (sign) your portion of the signature block section as tagged below. ☐ DO NOT execute. Retain for your records.		Court Approval Required? ☒ Yes ☐ No	

DESCRIPTION OF CHANGES: Except as provided in this Modification 4, all terms, conditions and provisions of the Contract referenced above, as previously modified, remain unchanged and in full force and effect.

1. Pursuant to Section 7.0 "Amendments / Modifications," the Parties hereby agree to the following:

A. Delete Section 3.1.1, "Renewal Term," in its entirety and replace it to read as follows:

3.1.1 Renewal Term. Unless sooner terminated pursuant to the terms of this Contract, the Parties may renew the Contract for one (1) twenty-four-month term, beginning on October 1, 2023, and ending on September 30, 2025 (a "Renewal Term"). The Parties may renew the Contract for one (1) additional twelve-month term beginning on October 1, 2025, and ending on September 30, 2026. Thereafter, the Parties may renew the Contract for one (1) twenty-four-month term, beginning on October 1, 2026, and ending on September 30, 2028, subject to continued funding. Any exercise of the option to renew the Contract shall be in writing and signed by the Parties. The Initial Term and any Renewal Term shall be referred to as a "Contract Term." Each Contract Term will be with the understanding that all terms and conditions remain unchanged and in full force and effect, unless this Contract is specifically amended pursuant to this Contract.

B. Add Section 7.2.1 to Section 7.2, "Request for Changes," to read as follows:

7.2.1 Notwithstanding Section 7.1 of this Contract, Contractor may request to make minor changes to the delivery of services described in Attachment A: Program Work Statement ("Minor Change") without a written amendment to the Contract only if all of the following requirements are met:

7.2.1.1 The Minor Change will not change the scope or objective of the Contract or impact the quality of services delivered by Contractor solely as determined by County prior to Contractor's implementation of the Minor Change.

7.2.1.2 Contractor notifies County pursuant to Section 8.8 of this Contract describing the Minor Change Contractor desires to make.

LEGAL BUSINESS NAME: Community Medical Services

BY: [Signature]
SIGNATURE

BY: _____
PRINT NAME

TITLE: _____
ITS DULY AUTHORIZED AGENT

DATE: _____

TRAVIS COUNTY, TEXAS

BY: [Signature]
C.W. BRUNN, FWP, CPPB, PURCHASING AGENT

DATE: _____

TRAVIS COUNTY, TEXAS

BY: [Signature]
A. BROWN, TRAVIS COUNTY JUDGE

DATE: _____

7.2.1.3 County notifies Contractor pursuant to Section 8.8 of this Contract of its acceptance of the Minor Change.

- C. Delete Section 8.7.2.1, "Attachment A – Scope of Services" in its entirety and replace it to read as follows:

Section 8.7.2.1 - Attachment A – Program Work Statement.

- D. Delete Attachment A – Scope of Services in its entirety and replace it with Attachment A Program Work Statement attached to the Modification 4 as Exhibit 1.
2. The Parties hereby agree to renew the Contract for one (1) twenty-four-month term beginning October 1, 2026, through September 30, 2028.
3. Section 5.1, "Fee," the Not-to Exceed contract term amount remains unchanged at \$75,000.00.
4. All other terms and conditions of this Contract remain unchanged.

ATTACHMENT A

PROGRAM WORK STATEMENT

1. Program Information

Legal agency name and program name:

- a. Agency name: Maintenance and Recovery Services, Inc. d/b/a Community Medical Services ("CMS" or "Contractor")
- b. Program name: Methadone Treatment Services ("Program")
- c. Issue Area: Opioid Abatement
- d. Service type(s) utilized in the Program: Medication Assisted Treatment ("MAT") ("Services")

2. Program Goals

Contractor shall meet the following Program goals:

- Expand access to Program Services in Travis County; and
- Provide gap services to individuals who are uninsured or underinsured and cannot afford Program Services; these gap services continue until they are able to secure sustained funding for these Services.

3. Client Eligibility

Contractor ensures that it shall apply the following eligibility criteria to individuals in order to receive Services in the Program funded by Travis County ("Clients"):

Program Component (if applicable):

Eligibility Requirement	Description of Criteria	Verification Method
Residency	Client must be resident of Travis County	Valid form of picture ID
Income	Client income must be at or below 250% of Federal Poverty Income Guidelines ("FPIG")	Self-attestation
Age	Client must be at least eighteen (18) years of age	Valid form of picture ID
Clinical Appropriateness	Client must be clinically appropriate to receive Program Services	Routine screening and assessment
Insurance	Client must be uninsured or have insurance that does not fully cover the cost of Program Services	Self-attestation

4. Service Delivery

Contractor shall deliver Services as described below:

a. Eligibility determination and intake process:

The minimum standards for admission to the Program for MAT and detoxification are as follows:

- The medical provider must determine that MAT is medically necessary.
 - o The individual must meet the definition of opioid use disorder contained within the Diagnostic and Statistical Manual ("DSM").
- The medical provider must complete a physiological evaluation including physical exam, which includes the following:
 - o Initial drug screen; and
 - o Tuberculosis ("TB") screen, rapid plasma reagin ("RPR"), routine and microscopic

urinalysis, complete blood count (“CBC”) and differential blood test, and liver functions profiles required at intake.

- Interview with intake clinician.
 - General and informed consent for Program Services.
- Individualized Behavioral Health Assessment and Service plan completed.

b. Service provision:

Contractor will ensure that Clients see a medical provider and a counselor according to individual Client needs, state licensure requirements, and accreditation standards. Contractor will ensure that Clients participate in a comprehensive treatment approach that may include, but is not limited to, individual and family counseling, substance abuse education, external support groups, referrals to specialized treatment providers, medical follow-up and evaluation, and case management services. Contractor will ensure that specific and individualized treatment needs, objectives, and goals are strength-based and determined by the Client and Contractor’s treatment team (“Treatment Team”).

Assessment/Evaluation/Diagnostic Services

Contractor will complete a comprehensive assessment that follows the American Society of Addiction Medicine (“ASAM”) criteria before it provides . Contractor may request existing records if Client was involved in past treatment. Contractor will ensure that it uses the behavioral health assessment and interpretive summary in formulating the behavioral health Service plan, which will guide treatment goals, objectives, and methods. Contractor will ensure that all Clients undergo medical history, physical exam, and basic laboratory work by a medical provider.

Opioid Treatment

Contractor will ensure that Opioid treatment is individualized based on the Client and their medical considerations. Contractor will ensure that the goal of opioid treatment is to stabilize a Client on an appropriate dose as prescribed by Contractor’s medical provider to assist the Client in becoming free of illicit opioids. Contractor ensures that all state and federal regulations that govern MAT are strictly followed. Contractor will ensure that all of its locations hold required state and local licenses, including Center for Substance Abuse Treatment (“CSAT”) certification, Drug Enforcement Administration (“DEA”) registration, and Commission on Accreditation of Rehabilitation Facilities (“CARF”) accreditation.

Methadone Monitoring and Adjustment

For the purposes of this Program, the MAT will include methadone. Contractor will ensure that methadone is dispensed by Contractor’s credentialed nurse. Contractor will ensure that Clients see Contractor’s medical provider at least once per quarter for methadone monitoring and adjustment; more frequent visits are possible, if necessary, based on medical provider recommendation, counselor recommendation, or Client request.

Counseling and Ancillary Services

Contractor will provide a range of cognitive, behavioral, and other addiction-focused therapies incorporating a variety of treatment approaches to each Client, such as family counseling services, educational needs, coordination of care and referrals, and vocational needs. Contractor will offer and provide family counseling services per individual Client request and with appropriate Client consent. Contractor will assess educational needs and incorporate into all Services provided. Contractor will assess counseling needs on an individual basis and include input from members of the Treatment Team. Contractor will provide coordination of care and referrals to Clients who require or request such services outside the scope of substance abuse counseling. Contractor will coordinate vocational needs with local vocational rehabilitation facilities.

Behavior Management

Contractor will ensure that behavior management within the context of the therapeutic setting emphasizes life skills of boundaries, responsibilities, and consequences. Contractor will ensure that its clinicians assist Clients in recognizing old patterns and behaviors and learning new life skills. Contractor's clinicians utilize this through Client-centered approach counseling, cognitive-behavioral interventions, and behavior management techniques (initiatives and rewards).

Outpatient Medically Supervised Withdrawal ("MSW")

Contractor will ensure that outpatient medically supervised withdrawal, also identified as tapering, is individualized for each Client, and is dependent on methadone levels, dosage, and the Client's goals. Withdrawal can occur in as few as thirty-one (31) days or based upon a scheduled decline in dose amount between the Client and Contractor's medical provider. Included in these Services are lifestyle changes, as well as the reliance on methadone and ultimately withdrawal. Contractor will offer aftercare, provide referrals, and centers on maintaining the drug-free existence that has been accomplished.

Services Provided Off-Site

Contractor's staff will document any Service provided off-site in the Client's electronic health record ("EHR"). Such Services consist of case management and methadone delivery. Contractor's nursing staff will provide methadone deliveries.

c. Client termination or discharge:

Contractor will incorporate behavior management into every aspect of the Program Services. Contractor shall ensure that Clients demonstrate appropriate behavior beginning when a Client arrives on one (1) of Contractor's clinic properties and continuing in the waiting area and at the dosing window. Contractor shall ensure that Clients demonstrate appropriate behaviors, such as respecting personal space, patience, confidentiality, and proper conversation. Contractor will address inappropriate behavior in the dispensing line, lobby, or check-in area on an individual basis and may include probation or termination from the Program.

Contractor will discharge Clients from Services when the Clients voluntarily want to terminate their Services due to relocation out of area, feel they no longer need Services, or pass away. Contractor will discharge Clients involuntarily due to the following:

- Violence or threat of violence to other Clients or Contractor's staff;
- Selling, using, or buying illicit drugs or alcohol on the Contractor's clinic premise;
- Diversion of methadone;
- Non-compliant with required fees for Program Services;
- Flagrant non-compliance that has resulted in observable, negative impact on Clients or staff members; or
- Determination by the Treatment Team that the Services Contractor is able to provide are insufficient to meet Client's Program Service needs which results in Contractor making a referral to an external agency. If proper consent is indicated and accepted by the Client, Contractor will ensure that the Treatment Team coordinates care and provides a warm handoff during the discharge process.

5. Service Accessibility

Contractor shall utilize the following accessibility strategies in delivering Services:

a. Hours of operations:

Austin on Ferguson Hours of Operation:

Dosing Hours: Monday – Friday 5:30 a.m. – 1:00 p.m.; Saturday 7:00 a.m. – 10:00 a.m.

Counseling Hours: Monday – Friday 6:00 a.m. – 2:00 p.m.

Austin on William Cannon Hours of Operation:

Dosing Hours: Monday – Friday 5:30 a.m. – 1:00 p.m.; Saturday 7:00 a.m. – 10:00 a.m.

Counseling Hours: Monday – Friday 6:00 a.m. – 2:00 p.m.

Cedar Park:

Dosing Hours: Monday – Friday 5:30 a.m. – 1:00 p.m.; Saturday 7:00 a.m. – 10:00 a.m.

Counseling Hours: Monday – Friday 6:00 a.m. – 2:00 p.m.

Contractor recommends scheduling appointments for Program Services; however, it will make every attempt to accommodate Clients who are walk-ins. Contractor shall ensure that on-call Services are available seven (7) days a week, twenty-four (24) hours a day, three-hundred sixty-five (365) days a year.

b. Geographic access:

Contractor shall ensure that it has three (3) locations that provide care to Travis County residents, located at 305 Ferguson Dr., Austin, TX 78753, 110 W William Cannon Dr. #303, Austin, TX 78745, and 1101 Arrow Point Dr., Ste. 214, Cedar Park, TX 78613. The clinic on Ferguson is in the process of moving to a different facility location and Contractor will provide County the updated location address as soon as that information becomes available.

c. Language and communication access:

Contractor shall contract with a third-party contractor for on-demand translation services in over one-hundred seventy (170) languages. Contractor's staff will receive instruction on how to access these clinic- specific services and are encouraged to do so whenever necessary. Contractor shall ensure that it informs all Clients of their right to language assistance at intake.

6. Program Staffing

The Contractor shall maintain staffing for Services in the manner described below. If position is currently vacant or new, indicate date by which staff will be hired:

Position Title	No. of Positions	Primary Responsibilities	Date for hiring if vacant	How the Position is Funded
Counselor	Cedar Park – 3 William Cannon – 6 Ferguson – 5	Counselor will evaluate Client's progress during counseling and collaborate with the Treatment Team to assist the Clients in achieving overall outcome.	Currently interviewing for Counselor at Cedar Park.	Contractor funds
Doctor	All locations (rotating) – 2	Physician diagnoses and treats individuals with opioid use disorder ("OUD") at an outpatient opioid treatment program ("OTP"); determines appropriateness for MAT; and follows the principles of harm reduction.	Fully staffed	Contractor funds
Nursing	Cedar Park – 2 William Cannon – 1 Ferguson – 2 Full-Time Floating Nurse – 1 (varies)	Nurse is responsible for administering methadone to Clients; assisting medical providers; conducting required testing; maintaining medication inventory and audit records; and provide support to the overall operations of the clinic.	Currently interviewing for Nursing position at William Cannon.	Contractor funds

7. Performance Measures

Contractor shall report the following performance measures and make a good faith effort as determined solely by Travis County to achieve the following performance goals:

a. Output Performance Measures:

Output Measure	Total Annual Goal	Quarters Reported*
1. Number of unduplicated Clients served	12	☒ 1 ☒ 2 ☒ 3 ☒ 4
2. Number of unduplicated Clients served with zero (0) days from initial contact to intake	12	☒ 1 ☒ 2 ☒ 3 ☒ 4
3. Number of unduplicated Clients accessing Counseling and Ancillary Services and/or Behavior Management Services	N/A	☒ 1 ☒ 2 ☒ 3 ☒ 4
4. Number of unduplicated Clients who enrolled in Services at least ninety (90) days ago and who obtained or maintained employment	N/A	☐ 1 ☒ 2 ☐ 3 ☒ 4
5. Number of unduplicated Clients who enrolled in Services at least ninety (90) days ago and who obtained or maintained housing	N/A	☐ 1 ☒ 2 ☐ 3 ☒ 4
6. Number of unduplicated Clients retained in Services for at least ninety (90) days	N/A	☐ 1 ☒ 2 ☐ 3 ☒ 4
7. Number of unduplicated Clients with a successful discharge	N/A	☐ 1 ☒ 2 ☐ 3 ☒ 4

*Q1 is Oct 1–Dec 31; Q2 is Jan 1–Mar 31; Q3 is Apr 1–Jun 30; Q4 is Jul 1–Sep 30.

Rationale for any output reporting exceptions if applicable: Outputs 3-7 are internal tracking measures and do not have annual goals.

8. Fee Structure

Contractor shall use the following fee structure for Services:

Contractor's Fee Schedule: H0020 (methadone all-inclusive Services) - \$18.84/day per Client

Contractor shall ensure that Clients receive all medically necessary Services available as deemed appropriate by Contractor's clinical and medical staff.



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Approve Modification No. 3 to Contract No. 4400006700 with Communities for Recovery, in the amount of \$175,000.00, for overdose prevention services. (Health & Human Services) (Commissioner Travillion)

Prepared By/Phone Number: Jean Liburd, Procurement Specialist III, 512-854-4850

Elected/Appointed Official or Department Head: C W Bruner

Commissioners Court Sponsor(s): Commissioner Travillion

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

This contract was awarded in response to the public health crisis related to drug overdose and provides support services, including one-on-one and mutual aid group support and harm reduction services to Travis County residents with a history of substance use and at risk of overdose. The funds under this contract are to support community-based service providers to provide harm-reduction services to Travis County residents at risk of overdosing.

This Modification No. 3 extends the contract from October 1, 2026, through September 30, 2028.

Contract Information:

Contract No.: 4400006700

Contractor Name: Communities for Recovery

Contract Modification Amount: \$175,000.00

Contract Period: October 1, 2026, through September 30, 2028

Current Contract Expenditures: Within the last 12 months, \$175,000.00 has been spent against this contract.

Previous Contract and Modification Activity:

On December 2, 2025, the Commissioners Court approved Modification No. 2, in the amount of \$175,000.00, and extended the contract through September 30, 2026.

On December 12, 2023, the Commissioners Court approved Modification No. 1, in the amount of \$350,000.00, and extended the contract through September 30, 2025.

On November 29, 2022, the Commissioners Court approved the initial contract award.

Staff Recommendations:

Travis County Health and Human Services recommends approval of Modification No. 3 with Communities for Recovery.

Purchasing Comments:

The Purchasing Agent confirms that the purchasing process complied with the County procedures and Texas statutes applicable to it.

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

Comments: Funding will become available upon FY'27 budget approval.

Required Authorizations:

N/A

Attachments:

1. Memo
2. Modification



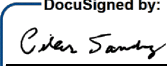
TRAVIS COUNTY HEALTH and HUMAN SERVICES
P. O. Box 1748 * Austin, Texas 78767

Pilar Sanchez
County Executive for TCHHS
Office (512) 854-4101 * Fax (512) 279-2197

M E M O R A N D U M

Date: August 26, 2026

To: C.W. Bruner, Purchasing Agent
 Jorge Talavera, Procurement Director
 Travis County Purchasing Office

From: 
 Pilar Sanchez, County Executive
 Travis County Health and Human Services

Subject: Opioid Abatement Contracts

Travis County HHS is requesting the following three contracts be modified to add two twelve-month automatic renewal terms through 9/30/2028. The contracts need to include the necessary ratification language to make them effective October 1, 2026. In addition, contracts 4400006260 and 4400006261 need to have language added to the boilerplate allowing for minor changes to the agreement without a formal modification. These two contracts also have updated work statements. HHS will submit a funds reservation for each contract once the Commissioners Court gives final approval to the FY27 budget. Thank you.

Contract	Program	Vendor	Funding
4400006260	Methadone Services	Aeschbach and Associates, Inc.	\$75,000
4400006261	Methadone Services	Community Medical Services	\$75,000
4400006700	Peer Recovery Support	Communities for Recovery	\$175,000

Cc: San Juana Gonzales, Financial Analyst Lead, TCHHS
 Jean Liburd, Procurement Specialist III

MODIFICATION OF CONTRACT: 4400006700, Overdose Prevention Services: Peer Recovery Coaches

ISSUED BY: Travis County Purchasing Office P.O. Box 1748 Austin, Texas 78767 Contact: Jean Liburd Tel. No: (512) 854-4850		ISSUED TO: Communities for Recovery 4110 Guadalupe Street, Bldg. 635 Austin, Texas 78751	
MODIFICATION NO.: 3		EXECUTED DATE OF ORIGINAL CONTRACT: December 11, 2022	
ORIGINAL CONTRACT TERM: October 1, 2022 to September 30, 2023		MODIFIED CONTRACT TERM END DATE: September 30, 2028	
ORIGINAL CONTRACT AMOUNT: \$175,000.00 NTE	MOD. 3 AMOUNT: \$175,000.00 NTE	CUMULATIVE CONTRACT AMOUNT: \$875,000.00 NTE	
Note to Vendor: ☒ Complete and execute (<i>sign</i>) your portion of the signature block section as tagged below. ☐ DO NOT execute. Retain for your records.		Court Approval Required? ☒ Yes ☐ No	

DESCRIPTION OF CHANGES: Except as provided in this Modification 3, all terms, conditions and provisions of the Contract referenced above, as previously modified, remain unchanged and in full force and effect.

1. Pursuant to Section 2.2.1, "Renewal Provisions," the Parties hereby agree to renew the Contract for one (1) twenty-four month term beginning October 1, 2026, through September 30, 2028, subject to continued funding.
2. Section 5.1, "Contract Funds Amount," the Not-to-Exceed contract term amount remains unchanged at \$175,000.00.
3. All other terms and conditions of this Contract remain unchanged.

LEGAL BUSINESS NAME: Communities for Recovery

BY: DRAFT

SIGNATURE

BY: _____

PRINT NAME

TITLE: _____

ITS DULY AUTHORIZED AGENT

DATE: _____

TRAVIS COUNTY, TEXAS

BY: DRAFT

C.W. BRUNER, FWP, CPPB, PURCHASING AGENT

DATE: _____

TRAVIS COUNTY, TEXAS

BY: DRAFT

ANDY BRUNER, TRAVIS COUNTY JUDGE

DATE: _____



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Declare the list of Travis County equipment as missing and authorize removal from the SAP Asset Inventory, pursuant to Purchasing and Procedures Guide § 22.003.
(Commissioners Travillion)

Prepared By/Phone Number: Aaron Washington, Asset Coordinator, 512-854-7771

Elected/Appointed Official or Department Head: C W Bruner

Commissioners Court Sponsor(s): Commissioner Travillion

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

Section 22.003 of the Purchasing Procedures Guide requires assets that are declared as "missing" by the User Department to not be removed from the inventory records until the User Department makes a thorough and adequate search for them, and documents steps taken to locate the "missing" asset for three successive years to determine whether the asset can be located elsewhere in the County. After three successive inventory searches, the Purchasing Office requests the Commissioners Court remove the asset from the inventory records.

The Purchasing Asset team worked with the corresponding departments after the FY2026 Annual Inventory and identified 24 assets that had been declared missing for 3 years or more. These assets are designated as low-value assets. Removal of these items is part of the Purchasing Assets team's continued efforts to ensure the Travis County inventory is complete, timely, and as accurate as possible. The FY2026 Missing Assets List is attached along with a department memo from each department where the assets were assigned.

Staff Recommendations:

The Purchasing Agent confirms that the asset process complied with the County procedures and Texas statutes applicable to it. The department recommends approval of the requested action.

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

N/A

Required Authorizations:

N/A

Attachments:

1. FY26 3 Year Missing List
2. FY26 ITS 3 Year Missing Memo
3. District Clerk 3 Year Missing Memo
4. FY 2026 Missing Assets Memo Crim Crts
5. HRMD FY26 3 Year Missing Memo
6. TCSO FY26 3-Year Missing Memo

Last Inventory Date	Inventory number (TAG)	Asset description	Serial Number	Asset Number (SAP)	Original Value	Purchase Date	Deprecated Value	Department	Asset Classification
5/13/2022	G00165	OptiPlex 7010 SFF	BP6R8Z1	1046521	1280.10	10/31/2013	0.00	ITS	Low Value Asset
10/21/2019	143884	Panasonic ToughBook CF-31	4CTYA95033	1047908	3494.92	4/17/2014	0.00	ITS	Low Value Asset
9/1/2020	171428	E5440 --Workstation 22in Mon, Sdbr, Doc	4FPWD12	1048385	2154.79	6/11/2014	0.00	ITS	Low Value Asset
1/30/2023	178321	OptiPlex 7020 16gb desktop - Single Mon	D2PF382	1054125	1143.00	2/18/2016	0.00	ITS	Low Value Asset
7/25/2022	179378	Optiplex 5040 - i7, 16GB, 500GB HD, DVD	7HNPMD2	1056035	893.00	12/1/2016	0.00	ITS	Low Value Asset
1/30/2023	179647	Optiplex 5040 - i7, 16GB, 500GB HD, DVD	C1VKCH2	1057408	893.00	3/13/2017	0.00	ITS	Low Value Asset
5/25/2022	800065	Panasonic ToughBook CF-54-2	6LTSa07433	1058147	3060.00	6/26/2017	0.00	ITS	Low Value Asset
6/23/2022	800176	Panasonic ToughBook CF-54-2	6LTSa07410	1058271	3060.00	6/26/2017	0.00	ITS	Low Value Asset
6/23/2022	800178	Panasonic ToughBook CF-54-2	6LTSa07390	1058273	3060.00	6/26/2017	0.00	ITS	Low Value Asset
9/13/2022	800296	Panasonic ToughBook CF-54-2	6LTSa07796	1058544	3060.00	7/12/2017	0.00	ITS	Low Value Asset
6/23/2022	800319	Panasonic ToughBook CF-54-2	6LTSa07541	1058567	3060.00	7/12/2017	0.00	ITS	Low Value Asset
2/13/2023	180211	Latitude E5470	CSFJ7H2	1058704	1859.00	7/27/2017	0.00	ITS	Low Value Asset
3/23/2023	DN37HK3	XPS 13	DN37HK3	3001974	1996.81	9/27/2019	0.00	ITS	Low Value Asset
7/9/2020	185904	Latitude 5400	8L3BX33	3007213	1616.75	7/9/2020	0.00	ITS	Low Value Asset
1/3/2023	JFBQRT3	OptiPlex 5000 SFF	JFBQRT3	3011803	1160.00	1/3/2023	0.00	ITS	Low Value Asset
02/09/22	139830	FUJITSU FI-6140 COLOR DUPLEX SCANNER	5517	1025224	1520.88	6/3/2009	0.00	District Clerk	Low Value Asset
02/09/22	165738	FUJITSU FI-6140Z 50ADF TWAIN 60PPM	601106	1043248	1512.31	2/25/2013	0.00	District Clerk	Low Value Asset
02/09/22	168292	HiTi Digital S420 PRINTER	Z1N10A34400027	1048064	569.99	4/24/2014	0.00	District Clerk	Low Value Asset
02/09/22	176170	Dell Smart Printer S5830dn	C252R92	3000104	558.80	8/15/2018	0.00	District Clerk	Low Value Asset
01/19/23	138812	AVERMEDIA DOCUMENT CAMERA	442027090	1022112	579.53	4/30/2008	0.00	Criminal Courts	Low Value Asset
07/07/21	G00415	Dell OptiPlex 9030 AIO BTX	4D5ZSX1	1052245	1257.17	10/12/2015	0.00	Criminal Courts	Low Value Asset
05/04/23	123397	LP120 MICRO-PORTABLE MULTIMEDIA PROJECTOR	AJNN40800082	1047821	1799.10	6/10/2004	0.00	Human Resources Management	Low Value Asset
05/04/23	168613	Latitude 14 5000 Series	3358WZ1	1011104	2072.30	4/8/2014	0.00	Human Resources Management	Low Value Asset
5/21/2021	140748	RAYMARINE E80 ANTENNA 2536	AE52065077043	1039602	0.00	3/3/2009	0.00	Sheriff	Low Value Asset

Memorandum

September 1, 2026

To: C.W. Bruner, Purchasing Agent

From: Maurice McCreary, Jr., County Executive for Technology and Operations

DocuSigned by:

Randy Lott

281A34458A51414...

Subject: Request to Dispose Missing Assets Assigned to Central Computer Services

Request

Technology and Operations (TOPS) manages the Central Computer Services budget (Dept 190). This is where the County funds the purchase of computer equipment for the entire County. Once purchased and received, those items are transferred to the department or office assigned to the device. Once ready for decommissioning, those items are then transferred to the Purchasing Warehouse for disposal. The attached list of 15 devices are items that were transferred to the warehouse in SAP, but either physically did not make it to the warehouse or were disposed after arriving at the warehouse without updating SAP.

TOPS requests that the Purchasing Office strike from inventory items missing over three years on the list below. These items qualify to be disposed of after a diligent search was conducted by the office.

Asset Number (SAP)	Inventory number (TAG)	Asset description	Serial Number	Inv.date	Resp. CC
1047908	143884	Panasonic ToughBook CF-31	4CTYA95033	10/21/2019	1901100000
3007213	185904	Latitude 5400	8L3BX33	7/9/2020	1901100000
1048385	171428	E5440 --Workstation 22in Mon, Sdbr, Doc	4FPWD12	9/1/2020	1901100000
1046521	G00165	OptiPlex 7010 SFF	BP6R8Z1	5/13/2022	1901100000
1058147	800065	Panasonic ToughBook CF-54-2	6LTSA07433	5/25/2022	1901100000
1058271	800176	Panasonic ToughBook CF-54-2	6LTSA07410	6/23/2022	1901100000
1058273	800178	Panasonic ToughBook CF-54-2	6LTSA07390	6/23/2022	1901100000
1058567	800319	Panasonic ToughBook CF-54-2	6LTSA07541	6/23/2022	1901100000
1056035	179378	Optiplex 5040 - i7, 16GB, 500GB HD, DVD	7HNPM2	7/25/2022	1901100000

1058544	800296	Panasonic ToughBook CF-54-2	6LTSA07796	9/13/2022	1901100000
3011803	JFBQRT3	OptiPlex 5000 SFF	JFBQRT3	1/3/2023	1908370001
1054125	178321	OptiPlex 7020 16gb desktop - Single Mon	D2PF382	1/30/2023	1901100000
1057408	179647	Optiplex 5040 - i7, 16GB, 500GB HD, DVD	C1VKCH2	1/30/2023	1901100000
1058704	180211	Latitude E5470	CSFJ7H2	2/13/2023	1901100000
3001974	DN37HK3	XPS 13	DN37HK3	3/23/2023	1901100000

CC:

Ralph Warren, Information Technology Director

Dain Herbat, Chance Wheelbarger, ITS

Aaron Washington, Purchasing Office

Katie Gipson, Randy Lott, Kent Hubbard, Technology and Operations

Velva L. Price
Travis County District Clerk
Travis County Courthouse Complex
P.O. Box 679003
Austin, Texas 78767-9003



TO: Travis County Purchasing Office
FROM: Velva L. Price, District Clerk
DATE: August 13, 2026
SUBJECT: Request for Purchasing Review

I am writing to notify Purchasing of the following District Clerk assets that have been identified as missing after every reasonable effort has been made to locate them, with no success:

- **SAP Asset 3000104 / Tag 176170** – Dell Smart Printer S5830dn, Serial No. C252R92, asset value \$558.80, located at Gault (501 W. 11th Street).
- **SAP Asset 1048064 / Tag 168292** – HiTi Digital S420 Printer, Serial No. Z1N10A34400027, asset value \$569.99, located at CFCF (1700 Guadalupe St.).
- **SAP Asset 1043248 / Tag 165738** – Fujitsu FI-6140Z 50ADF TWAIN 60PPM, Serial No. 601106, asset value \$1,512.31, located at Gault (501 W. 11th Street).
- **SAP Asset 1025224 / Tag 139830** – Fujitsu FI-6140 Color Duplex Scanner, Serial No. 5517, asset value \$1,520.88, located at Gault (501 W. 11th Street).

These four assets are identified on the District Clerk's FY26 three-year missing list as having been missing for at least three consecutive annual inventory cycles. Their last recorded inventory date is February 9, 2022.

Based on the required three-year search period and the unsuccessful efforts to locate these assets, please review the attached list and advise if any additional documentation or action is required from the District Clerk before Purchasing proceeds with the appropriate process for these missing assets.

TRAVIS COUNTY
DISTRICT AND COUNTY
CRIMINAL COURTS
ADMINISTRATION



BLACKWELL-THURMAN
CRIMINAL JUSTICE CENTER
P. O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9244
FAX: (512) 854-4464

Date: August 21, 2026

To: Travis County Purchasing Department

ATTN: ASSETS

From: Michelle Hoover- Courts IT
Jennifer Kraber- Director of Criminal Courts Management

Travis County Criminal Courts

Subject: 3-year Missing Assets

Our agency has conducted a thorough and adequate search for the item listed on our 3 year Missing – Criminal Courts list, submitted to us by Purchasing. We have attempted to locate this item for 3 consecutive years and have been unsuccessful.

We are requesting the assets be removed from our inventory per Travis County Purchasing Procedures Guide.

Asset Number (SAP)	Inventory number (TAG)	Asset description	Serial Number	Original Value	Last Inventory Date	Purchase Date
1052245	G00415	Dell OptiPlex 9030 AIO BTX	4D5ZSX1	\$1,250.00	May 2023	Sept 2015
1022112	138812	AVERMEDIA DOCUMENT CAMERA	442027090	\$579.00	May 2021	May 2008





HRMD

Human Resources Management Department

700 Lavaca Street, 9th Floor • P.O. Box 1748 • Austin, Texas 78701 • (512) 854-9165

Date: July 9, 2025

To: Travis County Purchasing Department

ATTN: Assets

From: Susan Welbes - Interim Chief Human Resources Officer

Initial
SW

Subject: Request for Removal of 3-Year Missing Assets

The Human Resources Management Department (HRMD) has conducted a thorough search for the asset(s) identified on the County's 3-Year Missing Assets Report provided by the Purchasing Department. Despite repeated efforts over the past three consecutive years, we have been unable to locate the item(s).

Based on our search efforts and in accordance with the Travis County Purchasing Procedures Guide, we respectfully request that the asset(s) listed on the attached report be removed from HRMD's inventory records.

Asset Number (SAP)	Inventory number (TAG)	Asset description	Serial Number	Dept. Code	Department Name	Asset Value	Last Inventory Date
1047821	168613	Latitude 14 5000 Series	3358WZ1	111	Human Resources Management	\$2,072.30	5/4/2023
1011104	123397	LP120 MICRO-PORTABLE MULTIMEDIA PROJECTOR	AJNN40800082	111	Human Resources Managemer	\$1,799.10	5/4/2023



Sally Hernandez, Travis County Sheriff
MEMORANDUM

Date: August 28, 2026

To: PUR Assets

From: Sgt. C. Allen Snoddy #4383/Lake Patrol/Dive Team Unit

Subject: Missing Asset Asset Number (SAP) 1039602

I have researched the missing asset:

Asset Description RAYMARINE E80 ANTENNA 2536

Asset Number (SAP) 1039602

Inventory Number (TAG) 140748

Serial Number AE52065077043

The item was installed on a boat taken from inventory several years ago and believed not to have been removed from the boat when the boat was taken for disposal.



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Consider and take appropriate action on the following Personnel Amendments:

A. Routine Personnel Actions (Commissioner Travillion and Commissioner Morales)

Prepared By/Phone Number: Monica Flores-Rojo, Administrative Assoc, 512-854-1104

Elected/Appointed Official or Department Head: Susan Welbes

Commissioners Court Sponsor(s): Commissioner George Morales
Commissioner Jeffrey W. Travillion Sr

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

See attached memo.

Staff Recommendations:

N/A

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

None

Required Authorizations:

Susan Welbes, Interim Chief Human Resource Officer

Attachments:

1. 26-9-22 Personnel Amendments



MEMORANDUM

DATE: September 22, 2026

TO: Andy Brown, County Judge
Jeffrey Travillion, Commissioner, Precinct 1
Brigid Shea, Commissioner, Precinct 2
Ann Howard, Commissioner, Precinct 3
George Morales, Interim Commissioner, Precinct 4

FROM: Susan Welbes, Interim Chief Human Resource Officer

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 1 – 8
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If you have any questions or comments, please contact Susan Welbes at 854-9417.

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

A.

WEEKLY PERSONNEL AMENDMENTS – ROUTINE

Row	Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
1	New Hire	New Hire	8/31/2026	N/A	N/A	Transportation & Natural Resources	30070662 / Natural Resources Tech / Temporary / Seasonal - No Benefits / NCF01 / 00 / \$24.00
2	New Hire	New Hire	8/31/2026	N/A	N/A	Sheriff	30002516 / Corrections Officer / Regular / Full Time Non-Exempt / TCSO POPS81 / 00 / \$58,349.50
3	New Hire	New Hire	8/31/2026	N/A	N/A	Sheriff	30002829 / Corrections Officer / Regular / Full Time Non-Exempt / TCSO POPS81 / 00 / \$58,349.50
4	New Hire	New Hire	9/14/2026	N/A	N/A	Tax Collector	30000114 / Administrative Assoc / Regular / Full Time Non-Exempt / C09 / 00 / \$57,532.80
5	New Hire	New Hire	8/18/2026	N/A	N/A	County Judge	30063376 / Student Intern 3 / Temporary / Hourly - No Bnf / NCF01 / 00 / \$20.00
6	New Hire	New Hire	9/1/2026	N/A	N/A	County Clerk	30061857 / Court Clerk I / Special Project / Full Time Non-Exempt / C05 / 00 / \$50,398.40

WEEKLY PERSONNEL AMENDMENTS – ROUTINE

Row	Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
7	New Hire	New Hire	8/31/2026	N/A	N/A	Sheriff	30002528 / Security Coord / Regular / Full Time Non-Exempt / C06 / 00 / \$51,896.00
8	New Hire	New Hire	8/31/2026	N/A	N/A	Transportation & Natural Resources	30066671 / Natural Resources Tech / Temporary / Seasonal - No Benefits / NCF01 / 00 / \$24.00
9	New Hire	New Hire	8/24/2026	N/A	N/A	Health & Human Services	30062958 / Social Services Program Administrator / Regular / Full Time Exempt / C14 / 00 / \$78,769.60
10	New Hire	New Hire	8/31/2026	N/A	N/A	Sheriff	30002490 / Security Coord / Regular / Full Time Non-Exempt / C06 / 00 / \$51,896.00
11	New Hire	New Hire	9/1/2026	N/A	N/A	Juvenile Probation	30004225 / Juvenile Rsdnt Treatment Officer II / Regular / Full Time Non-Exempt / C06 / 00 / \$53,040.00
12	New Hire	New Hire	8/31/2026	N/A	N/A	County Attorney	30000763 / Attorney II / Regular / Full Time Exempt / C15 / 00 / \$91,845.20

WEEKLY PERSONNEL AMENDMENTS – ROUTINE

Row	Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
13	New Hire	New Hire	9/9/2026	N/A	N/A	Public Defender	30066762 / Law Clerk II / Regular / Full Time Exempt / C10 / 00 / \$79,000.00
14	New Hire	New Hire	8/24/2026	N/A	N/A	Transportation & Natural Resources	30057576 / Student Intern 3 / Temporary / Hourly - No Bnf / NCF01 / 00 / \$20.80
15	New Hire	New Hire	8/31/2026	N/A	N/A	Sheriff	30002958 / Security Coord / Regular / Full Time Non- Exempt / C06 / 00 / \$51,896.00
16	New Hire	New Hire	9/14/2026	N/A	N/A	Sheriff	30003022 / Corrections Specialist / Regular / Full Time Non-Exempt / C07 / 00 / \$56,097.60
17	New Hire	New Hire	8/31/2026	N/A	N/A	Sheriff	30054176 / Corrections Officer / Regular / Full Time Non-Exempt / TCSO POPS81 / 00 / \$58,349.50
18	New Hire	New Hire	8/24/2026	N/A	N/A	Transportation & Natural Resources	30057753 / Student Intern 3 / Temporary / Hourly - No Bnf / NCF01 / 00 / \$20.80

WEEKLY PERSONNEL AMENDMENTS – ROUTINE

Row	Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
19	New Hire	New Hire	8/31/2026	N/A	N/A	Transportation & Natural Resources	30070674 / Natural Resources Tech / Temporary / Seasonal - No Benefits / NCF01 / 00 / \$24.00
20	New Hire	New Hire	8/31/2026	N/A	N/A	Sheriff	30003257 / Law Enforcement Sheriff Deputy / Regular / Full Time Non-Exempt / TCSO POPS72 / 00 / \$72,141.20
21	New Hire	New Hire	8/31/2026	N/A	N/A	Transportation & Natural Resources	30070314 / Student Intern 3 / Temporary / Hourly - No Bnf / NCF01 / 00 / \$20.80
22	New Hire	New Hire	9/16/2026	N/A	N/A	Juvenile Probation	30004169 / Juvenile Detention Officer I / Regular / Full Time Non-Exempt / C05 / 00 / \$53,268.80
23	New Hire	New Hire	8/31/2026	N/A	N/A	Sheriff	30002614 / Corrections Officer / Regular / Full Time Non-Exempt / TCSO POPS81 / 00 / \$58,349.50
24	New Hire	New Hire	9/14/2026	N/A	N/A	Transportation & Natural Resources	30066670 / Natural Resources Tech / Temporary / Seasonal - No Benefits / NCF01 / 00 / \$24.00

WEEKLY PERSONNEL AMENDMENTS – ROUTINE

Row	Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
25	New Hire	New Hire	9/14/2026	N/A	N/A	Tax Collector	30000240 / Business Analyst I / Regular / Full Time Exempt / C12 / 00 / \$64,417.60
26	New Hire	New Hire	9/8/2026	N/A	N/A	Facilities Management	30000515 / Mover / Regular / Full Time Non-Exempt / C02 / 00 / \$46,113.60
27	New Hire	New Hire	9/14/2026	N/A	N/A	Tax Collector	30065147 / Tax Specialist I / Regular / Full Time Non-Exempt / C06 / 00 / \$51,896.00
28	New Hire	New Hire	8/31/2026	N/A	N/A	Tax Collector	30000242 / Business Analyst I / Regular / Full Time Exempt / C12 / 00 / \$64,417.60
29	New Hire	New Hire	9/8/2026	N/A	N/A	Tax Collector	30060176 / Administrative Asst I / Temporary / Hourly - No Bnf / C05 / 00 / \$24.23
30	New Hire	New Hire	8/31/2026	N/A	N/A	Sheriff	30061182 / Security Coord / Regular / Full Time Non-Exempt / C06 / 00 / \$53,040.00
31	New Hire	New Hire	9/14/2026	N/A	N/A	Tax Collector	30000131 / Tax Specialist I / Regular / Full Time Non-Exempt / C06 / 00 / \$51,896.00

WEEKLY PERSONNEL AMENDMENTS – ROUTINE

Row	Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
32	Re-Hire	Re-Hire	8/31/2026	N/A	N/A	Transportation & Natural Resources	30057752 / Student Intern 3 / Temporary / Hourly - No Bnf / NCF01 / 00 / \$21.00
33	Mobility	Interdepartmental Transfer	8/24/2025	Justice of the Peace Pct 4	30001669 / Court Clerk I / Regular / Full Time Non-Exempt / C05 / 00 / \$50,398.40	Constable Pct 4	30050169 / Court Clerk I / Regular / Full Time Non-Exempt / C05 / 00 / \$58,000.00
34	Mobility	Part-Time Hours Increase	8/23/2026	Justice of the Peace 3	30001673 / Court Clerk I / Regular / Part Time Non-Exempt / C05 / 00 / 30,677.240	Justice of the Peace 3	30001673 / Court Clerk I / Regular / Part Time Non-Exempt / C05 / 00 / \$40,902.99
35	Mobility	Promotion	9/14/2026	Transportation & Natural Resources	30004614 / Office Specialist Sr / Regular / Full Time Non-Exempt / C06 / 00 / \$54,707.72	Transportation & Natural Resources	30004667 / Accountant Assoc / Regular / Full Time Non-Exempt / C07 / 00 / \$57,443.11
36	Mobility	Promotion	5/7/2026	Community Legal Services	30068079 / Law Clerk II / Regular / Full Time Non-Exempt / C10 / 00 / \$71,250.00	Community Legal Services	30068079 / Attorney I / Regular / Full Time Exempt / C14 / 00 / \$85,500.00
37	Mobility	Promotion	9/1/2026	Health & Human Services	30066401 / Administrative Assoc / Special Project / Full Time Non-Exempt / C09 / 00 / \$58,387.94	Health & Human Services	30005396 / Planner / Regular / Full Time Exempt / C11 / 00 / \$65,873.60

WEEKLY PERSONNEL AMENDMENTS – ROUTINE

Row	Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
38	Mobility	Promotion	8/21/2026	Transportation & Natural Resources	30063408 / Park Maintenance Worker Sr / Regular / Full Time Non-Exempt / C05 / 00 / \$52,121.51	Transportation & Natural Resources	30063411 / Park Maintenance Foreman / Regular / Full Time Non-Exempt / C06 / 00 / \$54,727.60
39	Mobility	Promotion	9/4/2026	Public Defender	30058403 / Administrative Asst I / Regular / Full Time Non-Exempt / C05 / 00 / \$54,058.96	Public Defender	30061536 / Legal Secretary / Regular / Full Time Non-Exempt / C07 / 00 / \$58,710.00
40	Mobility	Career Ladder	9/1/2026	District Attorney	30001483 / Attorney I / Regular / Full Time Exempt / C14 / 00 / \$88,683.000	District Attorney	30001483 / Attorney II / Regular / Full Time Exempt / C15 / 00 / \$91,386.75
41	Mobility	Temporary Assignment	8/8/2026	Technology & Operations	30000371 / Applications Mgr / Regular / Full Time Exempt / C20 / 00 / \$141,260.12	Technology & Operations	The 10% increase would result in an annualized amount of \$14,126.01. Temporary Assignment Travis County Code §114.096.
42	Mobility	Temporary Assignment	8/13/2026	Technology & Operations	30051678 / Security Officer Sr / Regular / Full Time Non-Exempt / C05 / 00 / \$54,058.97	Technology & Operations	The 10% increase would result in an annualized amount of \$4,941.02. Temporary Assignment Travis County Code §114.096.

WEEKLY PERSONNEL AMENDMENTS – ROUTINE

Row	Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
43	Mobility	Temporary Assignment	6/16/2026	Emergency Services	30062955 / Chief Deputy Emergency Services / Regular / Full Time Exempt / C22 / 00 / \$187,724.38	Emergency Services	The 5% increase would result in an annualized amount of \$9,386.22. Temporary Assignment Travis County Code §114.096.
44	Mobility	Voluntary Reassignment	8/21/2026	Technology & Operations	30068223 / Security Center Coordinator / Regular / Full Time Non-Exempt / C06 / 00 / \$61,949.98	Technology & Operations	30063133 / Security Officer / Regular / Full Time Non-Exempt / C04 / 00 / \$56,264.00
45	Mobility	Voluntary Reassignment	8/31/2026	District Clerk	30070512 / Court Clerk II / Regular / Full Time Non- Exempt / C07 / 00 / \$53,705.60	District Clerk	30001156 / Court Clerk I / Regular / Full Time Non- Exempt / C05 / 00 / \$50,398.40
46	Salary Change	Salary/Hourly Rate Change	8/18/2026	Emergency Services	30004580 / Emergency Radio Communications Mgr / Regular / Full Time Exempt / C19 / 00 / \$141,719.76	Emergency Services	C19 / 00 / \$155,892.00
47	Salary Change	Salary/Hourly Rate Change	8/16/2026	County Treasurer	30000109 / Accountant / Regular / Full Time Exempt / C10 / 00 / \$86,055.88	County Treasurer	C10 / 00 / \$88,129.00



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Consider and take appropriate action regarding the license agreement between Travis County and the TEX-ABOTA Best in Texas to use Travis County courtrooms for a Voir Dire Competition at the Civil and Family Courts Facility. (Commissioner Howard)

Prepared By/Phone Number: Sarah Carroll, Office Specialist Sr.,

Elected/Appointed Official or Department Head: Gabriel Stock, AIA, LEED AP, Facilities Management Director

Commissioners Court Sponsor(s): Commissioner Ann Howard

Press Inquiries: Hector Nieto, Public Information Officer, 512-854- 8740.

Background/Summary of Request:

The Facilities Management Department has been working with the County Attorney's Office to draft the license agreement between Travis County and the TEX-ABOTA Best in Texas to use Travis County courtrooms for a Voir Dire Competition at the Civil and Family Courts Facility, located at 1700 Guadalupe Street, Austin, Texas 78701.

Staff Recommendations:

FMD recommends approval of the license agreement between Travis County and the TEX-ABOTA Best in Texas to use Travis County courtrooms for a Voir Dire Competition.

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

N/A

Required Authorizations:

Maurice McCreary, County Executive, T&O
Commissioner Ann Howard

Attachments:

1. 09-22-2026 LA for TEX-ABOTA Best in Texas Voir Dire Competition at CFCF

License Agreement
TEX-ABOTA Best in Texas
Voir Dire Competition

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" or "Licensor") and the TEX-ABOTA, Inc., a Texas nonprofit corporation, ("Licensee").

WITNESSETH

WHEREAS, Licensee desires to use certain premises (the "Premises") approved by the Director of the Travis County Facilities Management Department (the "Director") located in a designated space within the Travis County Civil and Family Courts Facility ("CFCF") at 1700 Guadalupe Street, Austin, Texas 78701 (the "Property"); and

WHEREAS, Licensee desires to use the courtrooms ("Courtrooms") located in the CFCF ("Courtroom" or "Courtrooms") for the purpose of TEX-ABOTA Best in Texas Voir Dire Competition ("Event") and County desires to allow Licensee use of the Property for such purpose; and

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:

1.0 GRANT OF LICENSE

1.1 County hereby grants a license to Licensee, its employees, agents, independent producers, contractors, and suppliers to enter, use and by means of film, video, tape or any other method, photograph the interior areas of the Property in connection with the Event (the "License"). **Video or photographs that indicate the name of the Judge or the court number are not permitted.**

- Please leave the Courtrooms in the exact same condition you found them so courts can conduct business as usual the next business day.
- Use of the audio/computer equipment located within each Courtroom is strictly prohibited.
- No food or drinks (except water) are permitted inside the Courtrooms.

The permitted Courtrooms to be used will be determined prior to the event.

1.2 Such production, and all exhibition, distribution, 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 Property and to utilize thereon personnel, personal property, materials and equipment, including but not limited to props and temporary sets during the term of the License.

1.3 Licensee agrees to make no structural changes to any portion of the Property licensed hereunder. However, the License allows for superficial preparation to be made to the Property to facilitate Licensee's Event. Licensee agrees to leave the Property in the same and as good a condition as when it was received, normal wear and tear excepted, as determined by existing County policy. **Use of any County audio or computer equipment within the Courtroom is strictly prohibited.** Food or drinks are not allowed in the Courtroom.

1.4 Licensee acknowledges and agrees that permission to use the County Property for the purposes described herein may be immediately revoked if Event named above contains any content that, in the opinion of the Travis County Commissioners Court, the Travis County Sheriff, the Facilities Management Department Director, or their designees, is obscene, offensive, defamatory, harassing, malicious or that would reflect adversely on the reputation and dignity of Travis County.

1.5 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing the Property 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.

2.0 TERM OF LICENSE

2.1 The License is granted for the period commencing Thursday, September 24, 2026, and concluding on September 26, 2026 from approximately 8:00 a.m. and concluding at approximately 6:00 p.m. daily. However, such dates 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. In addition, Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal courthouse business for the duration of the license term. **Licensee further agrees to be accompanied by Facilities Management Department ("FMD") approved security personnel at all times while on Property.** Two (2) Security personnel shall be paid prior to the event at the rate of \$50.00 per hour

3.0 PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall pay to Travis County the amount of ONE HUNDRED SEVENTY-FIVE DOLLARS AND NO/100 (\$150.00) per hour to cover County's administrative, utilities and related costs. Additionally, Licensee shall pay ONE HUNDRED DOLLARS AND NO/100 (\$100.00) per hour for two (2) security personnel for Saturday, September 26, 2026. The total shall be paid in the form of a check payable to Travis County and mailed to: Travis County Facilities Management Dept., 700 Lavaca Street, Suite 1300, Austin, TX 78701.

3.2 In addition, Licensee shall provide, at its own additional expense, and if appropriate given the License scope, traffic control, garbage removal, and security personnel through the employment of the necessary number of off-duty Travis County Sheriff's officers or FMD security personnel (or other qualified security personnel if approved in advance by the Director of FMD) to be present in the licensed areas during Licensee's use of the Property as reasonably necessary to ensure the safety and integrity of the persons and property brought onto the Property for the purposes authorized under this Agreement.

3.3 Licensee shall pay County the sum set forth in this Section 3.0 within ten (10) days of execution of this Agreement. If there are any 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).

4.0 SMOKING

4.1 THERE SHALL BE NO SMOKING IN THE COURTHOUSE AT ANY TIME. LICENSEE AGREES NOT TO USE ANY EQUIPMENT OR MATERIAL THAT IS INTENDED TO PRODUCE AN OPEN FLAME.

5.0 PERMITS

5.1 Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin or other local governmental entities for use of the Property under this Agreement.

6.0 USE AND REPAIRS

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

7.0 CONTROL OF TRAVIS COUNTY

7.1 Licensee shall at all times obey the direction and commands of the Travis County Sheriff and the Facilities Management Department Director, or their designated representatives, while on or in the vicinity of the Property.

7.2 Any disregard of the directions, restrictions, rules or regulations referenced in this Section 7 shall be grounds for immediate revocation of the License granted hereunder.

8.0 INDEMNIFICATION

8.1 INDEMNIFICATION AND HOLD HARMLESS: LICENSEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY FROM ALL CLAIMS ARISING OUT OF THIS AGREEMENT. **THIS INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE COUNTY.** HOWEVER, LICENSEE SHALL NOT BE OBLIGATED TO INDEMNIFY THE COUNTY FOR LIABILITIES ARISING FROM THE **GROSS NEGLIGENCE OR WILLFUL MISCONDUCT** OF THE COUNTY.

9.0 INSURANCE

9.1 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.

10.0 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 the Event, in whole or in part, including all copyrights, rights of publicity, trademarks and all other legal interests and rights.

11.0 AMENDMENTS

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

TEX-ABOTA Best in Texas Voir Dire Competition

CFCF

1381917

THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

12.0 SAFETY

12.1 County reserves the right to prohibit persons from driving on, entering or otherwise using the Property at any time safety may be a concern.

13.0 NON-WAIVER AND RESERVATION OF RIGHTS

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

13.2 All rights of Licensor under this Agreement are specifically reserved and any act or omission shall not impair or prejudice any remedy or right of Licensor under it. Any right or remedy stated in this 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.

14.0 VENUE AND CHOICE OF LAW

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

15.0 NOTICES

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

15.2 Licensee Address. The address of Licensee for all purposes under this Agreement shall be:

Javier Espinoza
TEX-ABOTA President
10202 Heritage Blvd.
San Antonio, Texas 78216

15.3 Licensor Address. The address of Licensor for all purposes and all notices under this Agreement shall be:

Gabe Stock
Director, Facilities Management Department
700 Lavaca Street, Suite 1300
Austin, Texas 78701

15.4 Change of Address. Each party may change the address for notice to it by giving notice of the change in compliance with this Section.

16.0 MEDIATION

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

17.0 SEVERABILITY

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

18.0 ENTIRETY OF AGREEMENT

18.1 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, representatives, or agreements either oral or written.

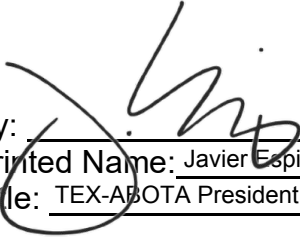
IN WITNESS WHEREOF, Licensor and Licensee have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

TRAVIS COUNTY, a political
subdivision of the State of Texas

LICENSEE:
TEX-ABOTA Inc., a Texas
nonprofit corporation

By: _____
Andy Brown
Travis County Judge

Date: _____

By:  _____
Printed Name: Javier Espinoza
Title: TEX-ABOTA President

Date: 9/1/2026

Exhibit A Insurance



TEX-ABO-01

WELAU1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/17/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Beck Company 8705 Shoal Creek Blvd Ste 207 Austin, TX 78757-6848		CONTACT Gary Beck PHONE (A/C, No, Ext): (512) 717-6191 FAX (A/C, No): (512) 717-6199 E-MAIL ADDRESS: gbeck@beckspecialrisk.com	
INSURED TEX-ABOTA, INC. 2001 Bryan St., Ste. 3000 Dallas, TX 75201		INSURER(S) AFFORDING COVERAGE INSURER A: Allmerica Financial Benefit Insurance - Hanover INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			R2DJ68700103	4/16/2026	4/16/2027	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☐ PROJECT ☒ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						
A	☐ AUTOMOBILE LIABILITY			R2DJ68700103	4/16/2026	4/16/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR						
	☐ EXCESS LIAB ☐ CLAIMS-MADE						EACH OCCURRENCE \$
	☐ DED ☐ RETENTION \$						AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (Mandatory in NH)	☐ Y / ☐ N	N / A				PER STATUTE ☐ OTH-ER ☐
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event: Hosting of the TEX-ABOTA Best in Texas Voir Dire Competition at the Travis County Civil & Family Courts Facility, September 24-26, 2026

CERTIFICATE HOLDER

CANCELLATION

Travis County PO Box 1748 Austin, TX 78767	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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TEX-ABOTA Best in Texas Voir Dire Competition
CFCF
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Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Consider and take appropriate action on issuing an open call for recommendations on naming the Southeast Metropolitan Park, in accordance with provisions in the Travis County Code 1.021 and for the Commissioners Court to receive public comment and take appropriate action on September 29, 2026. (Commissioner Morales)

Prepared By/Phone Number: Cynthia McDonald, County Executive, (512) 854-9418

Elected/Appointed Official or Department Head: Cynthia McDonald

Commissioners Court Sponsor(s): Commissioner Morales, Precinct Four

Press Inquiries: Hector Nieto, Public Information Officer,

Hector.Nieto@traviscountytexas.gov, 512,854.8740

Background/Summary of Request:

The Commissioners Court will receive recommendations for naming Southeast Metropolitan Park in accordance with provisions in the Travis County Code 1.021. The Commissioners Court will hear public comment on recommendations during its regularly scheduled voting session on September 29, 2026. Anyone wishing to make a recommendation should draft a short memo supporting their recommendation and email it to TNRWeb@traviscountytexas.gov by 5:00 pm on September 28, 2026

Staff Recommendations:

The staff recommends approval of this item.

Issues and Opportunities:

Travis County Code 1.021 provides guidance on naming County parks. This agenda request is in accordance with Code 1.021.

Fiscal Impact and Source of Funding:

There is no fiscal impact associated with issuing the open call for recommendations or for scheduling to receive comments on September 29th. If a name change is approved, there will be approximately \$10,000 in cost for modifying signage, online information, and other related materials.

Required Authorizations:

Cynthia C. McDonald	County Executive	TNR	512.854.9418
Tanner Voelkel	Asst Dir Admin & Planning	TNR	512.854.7675

Ann Greenberg

Asst Dir - County
Attorney

CAO

512.854.4166

Attachments:

None



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Consider and take appropriate action regarding the Early Voting polling locations for the November 3, 2026 Joint General and Special Elections. (Judge Brown)

Related Departments: Viri Pulido, Assistant Travis County Attorney, 512-854-1127

Prepared By/Phone Number: Andres Sanchez, Elections Administrator Assistant, 512-854-1402

Elected/Appointed Official or Department Head: Dyana Limon-Mercado, John Lawler

Commissioners Court Sponsor(s): Judge Andy Brown

Press Inquiries: Perdita Henry, countyclerk@traviscountytx.gov/ 512-854-9587

Background/Summary of Request:

The County Clerk's Office requests that the Court approve the attached orders.

Staff Recommendations:

The County Clerk's Office recommends the Court approve the attached orders

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

N/A

Required Authorizations:

Dyana Limon-Mercado, County Clerk, 512-854-9587

Attachments:

None



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Consider and take appropriate action to approve the Public Defender's Office use of departmental funds on an ongoing basis to maintain a coffee station and healthy snack food pantry for the department's indigent clients in accordance with the Travis County Non-Travel Meals and Related Expenditures Policy. (Commissioner Howard)

Prepared By/Phone Number: Adeola Ogunkeyede, Chief Public Defender, 512-854-9876

Elected/Appointed Official or Department Head: Adeola Ogunkeyede

Commissioners Court Sponsor(s): Commissioner Ann Howard

Press Inquiries:

Background/Summary of Request:

All Public Defender clients are members of the public who qualify as indigent based on local and nationally recognized income indicators. The PDO serves thousands of clients a year and a simple meal, snack, and some coffee can mean the difference between a client staying in our office working with their advocate or leaving due to hunger and discomfort. Many of the clients we serve are under the age of 18, when food and nutrition insecurity can have the most harmful impacts. None of the funds are intended to go to county employees.

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:

1. PDO (Dept 144) Memo to CC combined



To: Travis County Commissioners Court

From: Adeola Ogunkeyede, Chief Public Defender

Date: August 25, 2026

RE: Court Re-approval for Food Purchases for Public Defender's Office Clients (Department 144)

The Public Defender's Office (PDO) is seeking Commissioners Court approval to internally fund purchases for a client food pantry on an ongoing basis. Use of departmental funds for this purpose is critical because research shows that people affected by the criminal legal system are at particular risk for experiencing food and nutrition insecurity.¹ Attached to this memo is the PDO's Travis County Food Purchase Documentation Form (FP-1), signed by the Auditor's Office, consistent with the Non-Travel Meals and Related Expenditures Policy. Below is a summary of the request:

- Client Food Pantry – serving clients in all 3 divisions
 - Purchase coffee and coffee related items using \$1,000 of the PDO's budget on an ongoing basis.
 - Purchase healthy snacks/food items using \$4,000 of the PDO's budget on an ongoing basis.

All Public Defender clients are members of the public who qualify as indigent based on nationally recognized poverty indicators. The PDO serves thousands of clients a year and a simple meal, snack, and some coffee can mean the difference between a client staying in our office working with their advocate or leaving due to hunger and discomfort. None of the funds are intended to go to county employees, who have historically internally funded all prior similar purchases.

The PDO is envisioned to be a comprehensive, client-centered office; thus, we must recognize that our clients have basic human needs and that meeting those needs while they're in the PDO's space allows for better work and potentially better outcomes. We also recognize that asking PDO staff to cover this type of client-related expense is not financially sustainable. We request that Commissioners Court allow the PDO to use up to \$5,000 of internally identified funds with a 2% internally funded cost escalator each year for coffee, coffee supplies (e.g., bulk coffee, cups, stirrers, sweetener/creamer), healthy snacks/food items. All items purchased with the funds are intended and will be explicitly for the clients that we serve.

Please reach out with any questions to Adeola Ogunkeyede, Chief Public Defender at 512.854.9876.

cc: Michael Chang, Financial Supervisor, Public Defender's Office
Jorge Talavera, Procurement Director, Travis County Purchasing
Nora Robles, Auditor Analyst, Travis County Auditor
Miranda Best Campos, Analyst, Planning & Budget Office

¹ See, Al Abosy, J., Grossman, A. & Dong, K.R. Determinants and Consequences of Food and Nutrition Insecurity in Justice-Impacted Populations. *Curr Nutr Rep* **11**, 407–415 (2022). Accessible at <https://doi.org/10.1007/s13668-022-00421-4>

Travis County Food Purchase Documentation Form (FP-1)

Departments must complete this form **before** making any food-related purchases using County funds that are not covered by the Travis County Budget Rules. Attach all supporting documentation and maintain a copy for audit purposes.

SECTION 1: BASIC INFORMATION

Department Name:	Public Defender's Office
Contact Person:	Michael Chang
Event Date / Time:	Every Day
Location:	Public Defender's Office - 1010 Lavaca Street & 2201 Post Rd
Description of Event:	Daily Coffee and Snacks

If multiple events:

Event Date / Time	Location	Description of Event

SECTION 2: JUSTIFICATION REQUIREMENTS

The following will be used to determine if purchase is taxable or non-taxable:

1. Public Purpose Statement

Select all that apply, if any:

- ☒ The primary benefit is to the public or supports County operations
- ☒ Not a gift, reward, or personal benefit
- ☒ Food will not be used for parties, social gatherings, or appreciation events

To determine whether or not this food purchase is taxable, please provide a detailed description of the event and the reason food needs to be provided.

Explanation:

All Public Defender clients are members of the public who qualify as indigent based on local and nationally recognized income indicators. The PDO serves thousands of clients a year and a simple meal, snack, and some coffee can mean the difference between a client staying in our office working with their advocate or leaving due to hunger and discomfort the client is feeling; many of the clients we serve are under the age of 18, when food and nutrition insecurity can have the most harmful impacts. None of the funds are intended to go to county employees.

2. Audience

- ☐ County employees only
- ☒ Non-employees only
- ☐ Both County and Non-County attendees

3. Legal Compliance

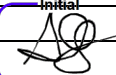
- ☒ Reviewed Article III, Section 52(a) of the Texas Constitution
- ☒ Complies with applicable grant or funding source requirements

Updated Funding
Sources: 1440020001
& 1440050001

Initial


SECTION 3: BUDGET & FUNDING

Funding Source:	Other Misc. Expenditures -> Food
GL Account Number:	519080 -> 510110 Updated
Total Cost Estimate:	5000 GL: 513069
Total Cost per Person:	
Grant-funded? (Attach documentation if Yes)	no

Initial


SECTION 4: ATTACHMENTS

If available, please attach any supporting documents that may help clarify the purchase, such as:

- Event agenda or invitation
- Sign-in sheet or participant list
- Grant or funding documentation
- Copy of vendor invoice/quote

SECTION 5: DEPARTMENT HEAD APPROVAL

Name: Adeola Ogunkeyede

Signature: 

Date: Aug 5, 2026

SECTION 6: COUNTY AUDITOR REVIEW

Reviewed By: Nora Robles

Signature: 

Date: 8/13/2026

Status: ☐ Taxable ☒ Non-Taxable

Comments: Funding source and GL have been updated for the coffee, snacks and coffee supplies. Regarding the Holiday Meals in November and December, Michael Chang will send in a separate request, per our email conversation.

DS
NR

PDO Travis County Food Purchase Form

Final Audit Report

2026-08-05

Created:	2026-08-04
By:	Michael Chang (michael.chang@traviscountytexas.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA19KY4nA1Unad7Hy_EkQ86G2aTO66tPQJ

"PDO Travis County Food Purchase Form" History

-  Document created by Michael Chang (michael.chang@traviscountytexas.gov)
2026-08-04 - 9:39:56 PM GMT
-  Document emailed to Adeola Ogunkeyede (Adeola.ogunkeyede@traviscountytexas.gov) for signature
2026-08-04 - 9:40:38 PM GMT
-  Email viewed by Adeola Ogunkeyede (Adeola.ogunkeyede@traviscountytexas.gov)
2026-08-04 - 11:36:02 PM GMT
-  Document e-signed by Adeola Ogunkeyede (Adeola.ogunkeyede@traviscountytexas.gov)
Signature Date: 2026-08-05 - 9:48:30 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_IMAGE
-  Agreement completed.
2026-08-05 - 9:48:30 PM GMT



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Consider and take appropriate action regarding the Joint Election Agreement for the November 3, 2026 Joint General and Special Elections and December 12, 2026 Joint Runoff Elections, if a runoff election is needed. (Judge Brown)

Related Departments: Viri Pulido, Assistant Travis County Attorney, 512-854-1127

Prepared By/Phone Number: Andres Sanchez, Elections Administrator Assistant, 512-854-1402

Elected/Appointed Official or Department Head: Dyana Limon-Mercado, John Lawler

Commissioners Court Sponsor(s): Judge Andy Brown

Press Inquiries: Perdita Henry, countyclerk@traviscountytx.gov/ 512-854-9587

Background/Summary of Request:

The County Clerk's Office requests that the Court approve the attached contracts for the General & General Runoff Elections.

Staff Recommendations:

The County Clerk's Office recommends the Court approve the attached contract.

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

N/A

Required Authorizations:

Dyana Limon-Mercado, County Clerk, 512-854-9587

Attachments:

1. G26 - Order Joint Election Agreement

JOINT ELECTION AGREEMENT FOR NOVEMBER 3, 2026 ELECTIONS

Recitals

1. Travis County (the “County”) will be conducting general and special elections for the participating entities (each, a “Participating Entity,” and together, the “Participating Entities”) listed in Exhibit A, which is attached to and incorporated into this agreement, on November 3, 2026. Each Participating Entity requires elections to be held on November 3, 2026 in those portions the Participating Entity’s territory that are located in Travis County.
2. Under Texas Election Code Section 271.002, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory.
3. Texas Government Code Chapter 791 authorizes local governments to contract with one another and with state agencies for various governmental functions, including those in which the contracting parties are mutually interested.
4. It would benefit the County, the Participating Entities, and their respective citizens and voters to hold the elections jointly in the election precincts that common polling places can serve.

Pursuant to Texas Election Code Sections 271.002 and 271.003 and Texas Government Code Chapter 791, this Joint Election Agreement is entered into by and between Travis County, a political subdivision of the State of Texas acting by and through the Travis County Commissioners Court, and the Participating Entities, each acting by and through their respective governing bodies.

I. Scope of Joint Election Agreement

This agreement covers conducting the November 3, 2026 General and Special Elections for the Participating Entities. The Participating Entities will hold these elections on November 3, 2026 (“Election Day”) jointly for the Participating Entities’ voters who reside in Travis County. This agreement also covers any General and Special Election runoffs, if necessary.

II. Election Officer

The Participating Entities hereby appoint the Travis County Clerk, the election officer for Travis County, as the election officer to perform or supervise the County’s duties and responsibilities involved in conducting the joint election covered by this agreement.

III. Early Voting

Each of the Participating Entities agrees to conduct its early voting jointly. Each of the Participating Entities appoints the Travis County Clerk, the early voting clerk for Travis County, as the early voting clerk for the joint election. Early voting for the Participating Entities will be conducted at the dates, times, and locations as selected by the Election Officer and authorized and ordered by the governing body of each Participating Entity.

A. County Responsibilities

1. The County will provide to the governing body of each Participating Entity a list of locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body, in accordance with Texas Election Code chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.
2. The Travis County Clerk, as the early voting clerk, will be responsible for conducting early voting by mail and by personal appearance for all Travis County voters voting in the joint election. The Travis County Clerk will receive from each Participating Entity's regular early voting clerk applications for early voting ballots to be voted by mail, under Texas Election Code Title 7. The Travis County Clerk will send early voting ballots by mail and receive early voting ballots for early voting by mail. The Travis County Clerk may appoint such deputy early voting clerks as necessary to assist the Travis County Clerk with voting to take place at the early voting locations.
3. The County will determine the number of election workers to hire to conduct early voting in the joint election. The Travis County Clerk will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the joint election. The training of these election workers is mandatory; these individuals will be compensated for their time in training. The County will provide a training facility for election classes to train election workers employed in conducting early voting, including early voting by personal appearance at main and temporary branch early voting polling places, early voting by mail, and other aspects of the early voting program for the joint election. The County will name early voting deputies and clerks employed to conduct early voting.
4. The County will provide and deliver all supplies and equipment necessary to conduct early voting for the joint election, including ballots, election forms, any necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The County will designate and confirm all early voting polling place locations.
5. The County will be responsible for preparing and transporting the electronic voting equipment necessary to conduct early voting. The County will perform all tests of voting equipment as required, including posting notice of equipment testing.

6. Under Election Code sections 66.058 and 271.010, the Participating Entities appoint the Travis County Clerk as the joint custodian of records for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes for the preservation period that the Election Code requires.
7. The County will receive ballot language in both English and Spanish from each Participating Entity and format the ballots as needed to include these languages. The County will provide each Participating Entity with a final proof of ballot language for approval before printing the ballots. Upon final proof approval, ballots will be printed in an expedited timeframe so as to allow ballot allocations for the ballot mail outs for the Early Voting by Mail Program.
8. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters will be used for early voting. A single, combined ballot and any number of ballot boxes required for each election site, as determined by the County, will be used. The County will use an electronic voting system, as defined and described in Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.
9. The County will be responsible for facilitating the appointment and operation of the Early Voting Ballot Board. The County will designate a person to serve as the presiding judge for the Early Voting Ballot Board and will provide that information to the governing body of each Participating Entity for entry of an order by that authority appointing this official. The presiding judge for the Early Voting Ballot Board is eligible to serve in this capacity. The presiding judge for the Early Voting Ballot Board will appoint two or more election clerks, and the judge and clerks will comprise the Early Voting Ballot Board and will count and return early voting ballots and perform other duties the Election Code requires of it. This provision applies only in elections that are also countywide elections. In elections that are not also countywide elections, the Participating Entity will be responsible in making the presiding judge and the alternate presiding judge appointment. The Participating Entity will be responsible for these appointments unless the Participating Entity expressly grants to the County that authority. If the Participating Entity does not make the appointments within 45 days of the election, then the County will make those appointments.
10. The County will be responsible for facilitating the appointment and operation of the Signature Verification Committee, if needed. The early voting clerk will issue a written order creating the committee if the early voting clerk determines that a signature verification committee should be appointed or if the clerk receives a petition signed by at least 15 registered voters for the creation of the committee. The early voting clerk will determine the number of members on the committee, providing for a minimum of five (the committee chair and four members), and they will comprise the Signature Verification Committee. The Signature Verification Committee will meet

prior to election day to compare signatures on the applications for ballot by mail to the corresponding carrier envelopes and perform other duties the Election Code requires of it. This provision applies only in elections that are also countywide elections.

In elections that are not also countywide elections, the Participating Entity will be responsible in making these appointments. Not later than the fifth day after the date the early voting clerk issues the order calling for the appointment of a signature verification committee, or not later than October 15 for a committee required on the written request by at least 15 registered voters of the county in the general election for state and county officers, the Participating Entity will be responsible for appointing the members unless the Participating Entity expressly grants to the County that authority. If the Participating Entity does not appoint the members of the Committee by the above deadline, then the County will make those appointments.

B. Participating Entities' Responsibilities

1. Each Participating Entity will appoint a qualified person to serve as the regular early voting clerk for the Participating Entity. The regular early voting clerk for each respective Participating Entity will receive requests for applications for early voting ballots to be voted by mail and will forward in a timely manner, as prescribed by law, any and all applications for early voting ballots to be voted by mail, received in the Entity's office, to the Travis County Clerk.
2. Each Participating Entity will appoint a qualified person to act as custodian of records for the Participating Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.
3. Each Participating Entity will provide ballot language for the respective portion of the official ballot to the County in both English and Spanish. The Participating Entity must make any additions, modifications, deletions, or other changes to such ballot contents or language before the Participating Entity's final proof approval. The County will provide the Participating Entity with a final proof of ballot language, as it is to appear on the ballot, for final proof approval. Upon final proof approval, the ballot will be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations for the printed ballot mail outs for the Early Voting by Mail Program.

IV. Election Day

A. County Responsibilities

1. The County will designate and confirm all Election Day polling place locations for the joint election and will forward such information to the Participating Entities in a timely fashion to allow the governing body of the

respective Participating Entities to enter orders designating such polling places.

2. The County will designate the presiding election judge and the alternate presiding election judge to administer the election in the precinct in which a common polling place is to be used and will forward such information to the Participating Entities to allow the governing bodies of the respective Participating Entities to enter appropriate orders designating such officials before the election. The presiding election judge and alternate presiding election judge must be qualified voters of the Travis County election precinct in which the joint election is held. The presiding election judge for the precinct in which a common polling place is used may appoint election clerks as necessary to assist the judge in conducting the election at the precinct polling place. The alternate presiding election judge may be appointed as a clerk. The alternate presiding election judge may serve as the presiding election judge for the precinct in the presiding election judge's absence. Election judges and clerks will be compensated at the rate established by the County. The Texas Election Code and other applicable laws will determine compensable hours.
3. One set of election officials will preside over the election in the precinct using a common polling place. There will be a single joint voter sign-in process consisting of a common list of registered voters and common signature rosters in the precinct using a common polling place. A single, combined ballot and any number of ballot boxes required for each election site, as determined by the County, will be used. The officer designated by law to be the custodian of the voted ballots for the County will be custodian of all materials used in common in the precinct using a common polling place. The County will use an electronic voting system, as defined and described by Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.
4. The County will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all judges and clerks. Training for election judges and alternate judges is mandatory, and these individuals will be compensated for their time in training.
5. The County will arrange for election-day voter registration precinct lists for the joint election. The County will determine the amount of election supplies needed for Election Day voting.
6. The County, by and through the County Clerk's Elections Division, and Administrative Operations, will be responsible for preparing and transporting voting equipment and election-day supplies for use on Election Day.
7. The County, by and through the County Voter Registrar, will provide the list of registered voters as needed in the overlapping jurisdictions identified in

the attached exhibits, with designation of registered voters in each Participating Entity, for use at the joint election day polling place on Election Day.

8. The common polling place is designated as the polling place that the County uses. At the common polling place, any number of ballot boxes required for each election site, as determined by the County, will be used for depositing all ballots cast in the joint election. At this polling place, one voter registration list and one combination poll list and signature roster form will be kept for the joint election. The final returns for each Participating Entity and the County will be canvassed separately by each respective Participating Entity. The Travis County Clerk will maintain a return center on Election Day for the purpose of receiving returns from the County. The Travis County Clerk will provide unofficial election results to the qualified individual appointed by each Participating Entity.
9. On Election Day, the Travis County Clerk or the clerk's Elections Division will field all questions from election judges.
10. The County will make available translators capable of speaking English and Spanish to assist Spanish-speaking voters in understanding and participating in the election process in the territory covered by this agreement.

B. Participating Entities' Responsibilities

1. Before Election Day, each Participating Entity will answer questions from the public with respect to the Participating Entity's election during regular office hours of 8:00 a.m. – 5:00 p.m.
2. Each Participating Entity shall keep their office open for election duties for at least 3 hours per day, during regular office hours, on regular business days beginning no later than the 50th day before the date of each general election or by the 3rd day after the date a special election is ordered and ending no earlier than the 40th day after election day.
3. The custodian of records for each Participating Entity will receive returns from the Travis County Clerk on Election Day.

V. Election Night

A. County Responsibilities

1. The County will be responsible for all activities on election night, including setting up a central counting station, coordinating and supervising the results tabulation, coordinating and supervising the physical layout of the

support stations that are the joint election's receiving substations, and coordinating and managing election media coverage.

2. The County is responsible for coordinating the transport of voted ballot boxes to the central counting station.
3. The County will appoint the presiding judge and alternate presiding judge of the central counting station to maintain order at the central counting station, to administer oaths as necessary, to receive sealed ballot boxes, and to perform such other duties that the Texas Election Code requires, and will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election. The presiding judge of the central counting station may appoint clerks to serve at the central counting station. In addition, the County will appoint a tabulation supervisor to be in charge of operating the automatic tabulating equipment at the central counting station; an individual to serve as central counting station manager; and an assistant counting station manager to be in charge of administering the central counting station and generally supervising the personnel working at the central counting station. The County will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election. This provision applies only in elections that are also countywide elections.

In elections that are not also countywide elections, the Participating Entity will be responsible in making these appointments. The Participating Entity will be responsible for all appointments unless the Participating Entity expressly grants to the County that authority. If the Participating Entity does not make the appointments within 45 days of the election, then the County will make those appointments.

4. The County will provide the Participating Entities with reasonable space in a public area adjacent to the central counting station at which each Participating Entity may have representatives or other interested persons present during the counting process.

B. Participating Entities' Responsibilities

Other than receiving returns from the Travis County Clerk, the Participating Entities have no role or responsibility on the night of the election.

VI. County Resources

- A. The County will provide the Elections Division permanent staff and offices to administer the joint election, under the Travis County Clerk's direction.

- B. For early voting, the County will provide a locked and secure area in which voted ballot boxes will be stored until the Early Voting Ballot Board convenes. The County, by and through Administrative Operations, will be responsible for transporting the ballot boxes to the central counting station for the Early Voting Ballot Board.
- C. The County will be responsible for providing and maintaining voting equipment and testing any voting equipment as required by the Texas Election Code.
- D. The County will process the payroll for all temporary staff hired to conduct the joint election. The payroll processing includes statutory reporting and providing W-2 forms where applicable.
- E. The County will conduct early voting as indicated in this agreement.

VII. Joint Election Costs; Payment

- A. Concurrently with its submittal of an executed copy of this agreement each Participating Entity must also submit payment via check or ACH, in the amount equal to the deposit identified for that Participating Entity in the Cost Estimate attached as Exhibit B, which is also incorporated into this agreement. The County is under no obligation to conduct a Participating Entity's elections until the County receives that Participating Entity's payment of Cost Estimate. All checks must be made payable to Travis County. This deposit represents approximately 60% of the costs of the Participating Entity's share of the estimated election costs, or \$100, whichever amount is greater. The County will submit an invoice to each Participating Entity for the balance of the Participating Entity's actual joint election expenses upon the election's completion. Joint-election expenses include expenses for facilities, personnel, supplies, and training that the County actually incurs for establishing and operating all early voting and election-day activities at the polling place in the joint election territory as well as activities related to tabulating votes, all as reflected on the Cost Estimate. Each Participating Entity will pay the total amount of its invoice no later than 30 days of receiving it.
- B. In the event of a recount, the expense of the recount will be borne by the Participating Entity involved in the recount on a pro-rata basis.
- C. In the event a Participating Entity cancels its respective election because of unopposed candidates under Texas Election Code Title 1, the Participating Entity will be responsible for its respective share of election expenses incurred through the date that the election is canceled as allocated to the cancelling entity based on the formula in the Cost Estimate, adjusted for the actual expenses incurred by the County through the date of the cancellation. If a Participating Entity cancels its election, the County will recalculate the allocation percentages among the remaining Participating Entities according to the formula used in the Cost Estimate.

- D. In the event there are any expenses associated with processing a ballot arising from a write-in candidate, the Participating Entity that received the declaration will bear the expenses.
- E. If the Participating Entity desires to establish an early voting polling place, other than those sites the Election Officer has already selected, the Participating Entity must submit the request to the Election Officer no later than 60 days before the election. The Election Officer will work with the Participating Entity to explore whether adding the location is appropriate for that election. Notwithstanding any provision to the contrary, the Election Officer has sole discretion to determine whether to provide any additional early voting sites requested by the Participating Entity.

If the Election Officer agrees that adding a proposed location is appropriate for that election, the Election Officer will thereafter provide a written estimate to the Participating Entity that sets forth the estimated cost for providing the additional early voting location(s) and the deadline by which the cost estimate must be paid, as set forth in Exhibit B. The Participating Entity will be responsible for the full cost of the additional site(s) that is being requested. If after receiving the cost estimate, the Participating Entity desires to move forward with having the additional early voting location(s), the Participating Entity will notify the Election Officer and include payment of the cost estimate with the Participating Entity's notice to the Election Officer no later than the deadline specified in the Election Officer's cost estimate.

VIII. General Provisions

A. Legal Notices

Each of the Participating Entities will be individually responsible for preparing the election orders, resolutions, notices, and other pertinent documents for adoption or execution by its own respective governing board and for all related expenses. The Travis County Clerk will provide each Participating Entity information on changes affecting the Participating Entity's election, such as polling place changes and changes in voting equipment, when such changes are confirmed, verified, or otherwise become known to the clerk's office. Each of the Participating Entities will be individually responsible for posting or publishing election notices and for all related expenses. Each of the Participating Entities further will be individually responsible for election expenses incurred in relation to any polling place that is not a common polling place as designated in this agreement.

B. Communication

Throughout this agreement's term, the Travis County Clerk or the clerk's employee will meet as necessary with the designated representative of each Participating Entity to discuss and resolve any problems that might arise regarding the joint election.

C. Custodian

The Travis County Clerk will serve as the custodian of the keys to the ballot boxes for voted ballots in the joint election.

D. Effective Date

This agreement takes effect upon its complete execution by all Participating Entities and the County. The obligation of each Participating Entity to the County under this agreement will not end until that Participating Entity pays the County its share of the joint election costs.

IX. Miscellaneous Provisions

A. Amendment/Modification of Exhibits A and B

1. The Participating Entities acknowledge and agree that Exhibit A and Exhibit B may be amended to add or remove entities wishing to participate or cease participating in the agreement. The Participating Entities agree to future amendments of Exhibit A and Exhibit B and authorize the County to enter into such amendments without the Participating Entities' having to sign the future amendments. The County agrees to notify all Participating Entities of any amendments to Exhibit A and Exhibit B.
2. Except as otherwise provided, this Agreement may not be amended in any respect whatsoever except by a further agreement in writing, duly executed by the parties to this agreement. No official, representative, agent, or employee of the County has any authority to modify this Agreement except by express authorization from the Travis County Commissioners Court. No official, representative, agent, or employee of any Participating Entity has any authority to modify this agreement except by express authorization from the governing body of the respective Participating Entity. The Travis County Clerk may propose necessary amendments to this agreement in writing in order to conduct the joint election smoothly and efficiently, except that any such proposed amendment must be approved by the Travis County Commissioners Court and the governing body of each respective Participating Entity before the amendment will be effective.

B. Notice

Any notice to be given in this agreement, by any party to the other, must be in writing and delivered personally or by certified mail, return receipt requested, to the proper party at the addresses listed in Exhibit A.

Each party may change the address for notice to it by giving notice of the change under this section's terms.

C. Force Majeure

In the event that the County cannot perform any of its obligations in this agreement or is interrupted or delayed by any occurrence not occasioned by its own conduct, whether it be an act of God, the result of war, riot, civil commotion, sovereign conduct, epidemic, pandemic, or other event declared a disaster (including a disaster declared by the County Judge), or like reason, then the County will be excused from performing for such period of time as is reasonably necessary after such occurrence to remedy its effects.

D. Venue and Choice of Law

The Participating Entities agree that venue for any dispute arising under this agreement will lie in the appropriate courts of Austin, Travis County, Texas. This agreement is governed by and is to be construed under the laws of Texas and the United States of America.

E. Entire Agreement

This agreement contains the parties' entire agreement relating to the rights granted and the obligations assumed in it, and it supersedes all prior agreements, including prior election services contracts relating to each Participating Entity's November 3, 2026 election. Any prior agreements, promises, negotiations, or representations not expressly contained in this agreement are of no force or effect. Any oral representations or modifications concerning this agreement have no force or effect, except a subsequent amendment in writing as this agreement provides.

F. Severability

If any provision of this agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect the agreement's remaining provisions; and its parties will perform their obligations under the agreement's surviving terms and provisions.

G. Breach

In the event that any Participating Entity or the County breaches any of its obligations under this agreement, the non-breaching party will be entitled to pursue any and all rights and remedies allowed by law.

H. Payments from Current Revenues

Payments made by the Participating Entities in meeting their obligations under this agreement will be made from current revenue funds available to the governing body of the respective Participating Entity. Payments made by the County in meeting its obligations under this agreement will be made from current revenue funds available to the County.

I. Other Instruments

The Participating Entities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out this agreement's purposes.

J. Third-Party Beneficiaries

Except as otherwise provided in this agreement, nothing in this agreement, expressed or implied, is intended to confer upon any person, other than the parties to it, any of its benefits, rights, or remedies.

K. Other Joint Election Agreements

The County and the Participating Entities expressly understand and acknowledge that each may enter into other joint election agreements with other political subdivisions, to be held on Election Day and at common polling places covered by this agreement, and that the addition of other political subdivisions as parties to this agreement will require amending Exhibits A and B.

L. Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Texas Civil Practice and Remedies Code section 154.023. Unless both parties are satisfied with the mediation's result, the mediation will not constitute a final and binding resolution to the dispute. All communications within the scope of the mediation will remain confidential as described in section 154.073, unless both parties agree, in writing, to waive the confidentiality. Despite this, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act. Notwithstanding any provision to the contrary, nothing in this Agreement requires the County or a Participating Entity to waive any applicable exceptions to disclosure under the Texas Public Information Act.

M. Counterparts

This Agreement may be executed in multiple counterparts, all of which will be deemed originals and with the same effect as if all parties to it had signed the same document. Signatures transmitted electronically by e-mail in a "PDF" format or by DocuSign or similar e-signature service shall have the same force and effect as original signatures. All of such counterparts will be construed together and will constitute one and the same agreement.

TRAVIS COUNTY

BY: _____
Andy Brown
County Judge

Date: _____
Dyana Limon-Mercado
County Clerk

EXHIBIT A *[List of Entities]*

CITY
City of Austin
City of Elgin
City of Jonestown
City of Lago Vista
City of Manor
City of Pflugerville
City of Sunset Valley
Village of Volente
SCHOOL & COLLEGE
Austin Community College District
Austin ISD
Coupland ISD
Del Valle ISD
Leander ISD
Manor ISD
Pflugerville ISD
Round Rock ISD
MUD
Eastwood MUD
Hero Way West MUD
Hidden Lakes MUD No. 1
Kennedy Hill MUD
North Austin MUD No. 1
Northtown MUD
Sunfield MUD No. 2
Travis County MMD No. 1
Travis County MUD No. 41
Vista MUD
Williamson-Travis Counties MUD No. 1
WCID
Cypress Ranch WCID No. 1
Travis County WCID No. 17
ESD
Travis County ESD No. 4
Travis County ESD No. 9
Travis County ESD No. 10
LIBRARY
Wells Branch Community Library District
County
Travis Central Appraisal District

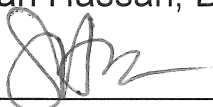
EXHIBIT B

COST ESTIMATE

CI	Commitment Item Name	G26
500070	Salaries-Temporary Employee	\$ 1,275,300
502013	Overtime POPS	77,700
502014	Overtime - non POPS	31,700
506010	FICA Tax-OASDI	83,886
506020	FICA Tax-Medicare	19,619
506055	Retirement Contribution	13,714
506060	Workers Comp	10,160
Total Personnel - SPW		\$ 1,512,079
510120	Fuel	\$ 3,400
510140	Hardware Supplies & Equipment	6,000
510220	Office Supplies	442,260
510310	Software	140,000
510990	Procurement Shipping	2,700
511550	Hardware/Software Maintenance	-
511630	Rent-Building and Land	-
511660	Rent-Polling Places	68,600
511670	Rent-Other Machinery & Equipment	41,200
511680	Advertising/Public Notification Services	11,000
511700	Cell(Air) Time Usage	40,400
511730	Other Purchased Services	67,202
511900	Other Services	700
511940	Security Services	-
512100	Routine Mileage	500
513010	Background Check Services	500
Total Operating		\$ 824,462
Grand Total		\$ 2,336,541

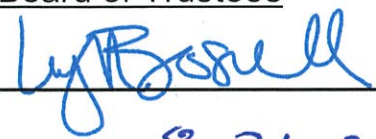
(revised June 2026)

PARTICIPATING ENTITIES

Name of Participating Entity	Austin Community College District
Address	6101 Highland Campus Dr., Bldg. 3000 Austin, Texas 78752-6000
Name of Authorized Signatory	Sean Hassan, Board Chair
Signature	 _____
Date signed	9/14/26 _____
E-mail address	elections@austincc.edu

Joint election agreement for November 3, 2026 elections

PARTICIPATING ENTITIES

Name of Participating Entity	<u>Austin Independent School District</u>
Address	<u>4000 S. IH-35 Frontage Rd.</u> <u>Austin, Texas 78704</u>
Name of Authorized Signatory	<u>Lynn Boswell, President, Austin ISD</u> <u>Board of Trustees</u>
Signature	<u></u>
Date signed	<u>8.31.2024</u>
E-mail address	<u>lynn.boswell@austinisd.org</u>

PARTICIPATING ENTITIES

Name of Participating Entity

City of Austin

Address

PO Box 1088

Austin, Tx 78767

Name of Authorized Signatory

Erin Brady

Signature

EBrady

Date signed

8/10/2026

E-mail address

Erin.Brady@austintexas.gov

PARTICIPATING ENTITIES

Name of Participating Entity City of Elgin, Texas
Address 310 North Main Street
Elgin, Texas
Name of Authorized Signatory Theresa Y. McShan
Signature Theresa Y. McShan
Date signed July 21, 2026
E-mail address Theresa.McShan.Mayor@elgintexas.gov

Joint election agreement for Nov. 3, 2026 elections
pus

PARTICIPATING ENTITIES

Name of Participating Entity	<u>City of Jonestown</u>
Address	<u>18649 FM 1431, Ste. 4A</u> <u>Jonestown, TX 78645</u>
Name of Authorized Signatory	<u>Mayor Paul Johnson</u>
Signature	<u></u>
Date signed	<u>9-10-2026</u>
E-mail address	<u>Sbarton@jonestowntx.gov</u>

Joint election agreement for November 3, 2026, elections

PARTICIPATING ENTITIES

Name of Participating Entity	City of Lago Vista
Address	P.O. Box 4727 Lago Vista, Texas 78645
Name of Authorized Signatory	Shane R. Saum, Mayor
Signature	 _____
Date signed	<u>7-16-2026</u>
E-mail address	robin.smith@lagovistatexas.gov

Joint election agreement for May 2, 2026 elections

PARTICIPATING ENTITIES

Name of Participating Entity City of Manor

Address 105 E. Eggleston St.
Manor, TX 78653

Name of Authorized Signatory Dr. Christopher Harvey, Mayor

Signature 

Date signed July 15, 2026

E-mail address citysecretary@manortx.gov

Attest By:




Lluvia T. Almaraz, City Secretary

PARTICIPATING ENTITIES

Name of Participating Entity	<u>City of Pflugerville</u>
Address	<u>PO Box 589</u>
	<u>Pflugerville, TX 78691</u>
Name of Authorized Signatory	<u>James Hartshorn</u>
Signature	<u></u>
Date signed	<u>8/19/2026</u>
E-mail address	<u>citymanager@pflugervilletx.gov</u>

PARTICIPATING ENTITIES

Name of Participating Entity	<u>City of Sunset Valley</u>
Address	<u>3205 Jones Road</u>
	<u>Sunset Valley, Texas 78745</u>
Name of Authorized Signatory	<u>Marc Bruner, Mayor</u>
Signature	<u><i>Marc Bruner</i></u> Marc Bruner (Jun 26, 2026 11:12:31 CDT)
Date signed	<u>06/26/26</u>
E-mail address	<u>mbruner@sunsetvalley.gov</u>

Joint election agreement for May 2, 2026 elections

PARTICIPATING ENTITIES

Name of Participating Entity	Coupland Independent School District
Address	620 S. Commerce Street Coupland, TX 78615
Name of Authorized Signatory	<u>Crystal Ward, Board President</u>
Signature	 _____
Date signed	July 16, 2026
E-mail address	<u>cward@couplandisd.org</u>

Joint election agreement for November 3, 2026 elections

PARTICIPATING ENTITIES

Name of Participating Entity	<u>Cypress Ranch WCID No.1</u>
Address	<u>C/O The Law Office of J R Cochran</u> <u>102 N. Railroad Ave., Pflugerville TX 78660</u>
Name of Authorized Signatory	<u>Patricia Ghosh</u>
Signature	<u>Patricia Ghosh</u>
Date signed	<u>7-16-2026</u>
E-mail address	<u>Jonathan@CochranLawTX</u>

PARTICIPATING ENTITIES

Name of Participating Entity	Del Valle Independent School District
Address	5301 Ross Rd. Del Valle, TX 78617
Name of Authorized Signatory	Dr. Matthew Gutierrez
Signature	<u>Matthew Gutierrez</u>
Date signed	<u>8/19/2026</u>
E-mail address	matthew.gutierrez@dvisd.net

PARTICIPATING ENTITIES

Name of Participating Entity EASTWOOD MUNICIPAL UTILITY DISTRICT

Address Kevin Flahive
Armbrust & Brown, PLLC
100 Congress Ave., Suite 1300
Austin, Texas 78701

Name of Authorized Signatory John A. Berry, President, Board of Directors

Signature



Date signed

June 9, 2026

E-mail address

Eastwood_MUD_@abaustin.com



PARTICIPATING ENTITIES

Name of Participating Entity	<u>HERO WAY WEST MUD</u>
Address	<u>919 CONGRESS AVENUE, SUITE 1500</u> <u>AUSTIN, TEXAS 78701</u>
Name of Authorized Signatory	<u>Justin Brodnax, President</u>
Signature	 _____
Date signed	<u>July 24, 2026</u> _____
E-mail address	<u>rgerman@abhr.com</u>

Joint election agreement for November 3, 2026 elections

PARTICIPATING ENTITIES

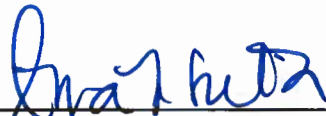
Name of Participating Entity	Hidden Lakes Municipal Utility District No. 1 of Travis County
Address	Coats Rose, P.C. Attn: Cole Konopka Terrace 2, 2700 Via Fortuna, Suite 350 Austin, Texas 78746
Name of Authorized Signatory	<u>Mariano Ravelo</u>
Signature	<u></u>
Date signed	July 28, 2026
E-mail address	ckonopka@coatsrose.com

PARTICIPATING ENTITIES

Name of Participating Entity	<u>Kennedy Hill Municipal Utility District</u>
Address	<u>816 Congress Avenue, Suite 1900</u>
	<u>Austin, Texas 78701</u>
Name of Authorized Signatory	<u>Ross Hamilton, President</u>
Signature	<u></u>
Date signed	<u>7/15/26</u>
E-mail address	<u>khmud@lglawfirm.com</u>

Joint election agreement for November 3, 2026 elections

PARTICIPATING ENTITY

BY: 
Anna Smith
President, Leander ISD Board of Trustees

DATE: August 17, 2026

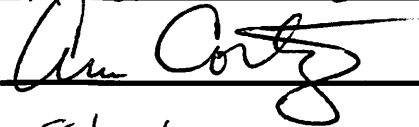
TRAVIS COUNTY

N/A
BY: _____
Dyana Limon-Mercado (or her successor)
County Clerk

DATE: _____

Election Services Agreement

PARTICIPATING ENTITIES

Name of Participating Entity	<u>Manor Independent School District</u>
Address	<u>10335 US 290 E, Manor, Tx 78653</u>
Name of Authorized Signatory	<u>Ama Cortez</u>
Signature	<u></u>
Date signed	<u>8/10/2026</u>
E-mail address	<u>Cynthia.Kelley@manorISD.net</u>

PARTICIPATING ENTITIES

Name of Participating Entity North Austin Municipal Utility District No. 1

Address c/o Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

Name of Authorized Signatory Don Conklin, President, Board of Directors

Signature

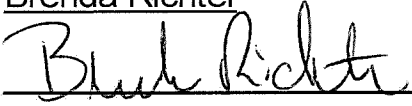


Date signed July 15, 2026

E-mail address bdarcy@abaustin.com

Joint election agreement for November 3, 2026 elections

PARTICIPATING ENTITIES

Name of Participating Entity	<u>Northtown Municipal Utility District</u>
Address	<u>c/o Armbrust & Brown, PLLC,</u> <u>100 Congress Avenue, Suite 1300,</u> <u>Austin, Texas 78701</u>
Name of Authorized Signatory	<u>Brenda Richter</u>
Signature	<u></u>
Date signed	<u>July 28, 2026</u>
E-mail address	<u>Northtown MUD@abaustin.com</u>

Joint election agreement for May 2, 2026 elections

PARTICIPATING ENTITIES

Name of Participating Entity	<u>Pflugerville Independent School District</u>
Address	<u>1401 W. Pecan Street</u>
	<u>Pflugerville, Texas 78660</u>
Name of Authorized Signatory	<u>Chevonne Lorigo-Johst, Board President</u>
Signature	<u></u>
Date signed	<u>August 20, 2026</u>
E-mail address	<u></u>

Joint election agreement for November 3, 2026 elections

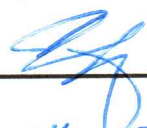
PARTICIPATING ENTITIES

Name of Participating Entity	<u>Round Rock Independent School District</u>
Address	<u>1311 Round Rock Ave.</u>
	<u>Round Rock, TX 78681</u>
Name of Authorized Signatory	<u>Eric J. McKiver</u>
Signature	<u><i>Eric J. McKiver</i></u>
Date signed	<u>08/24/2026</u>
E-mail address	<u>Eric McKiver@roundrockisd.org</u>

PARTICIPATING ENTITIES

Name of Participating Entity	<u>Sunfield Municipal Utility District No. 2</u>
Address	<u>C/O Coats Rose, P.C.</u> <u>16000 N Dallas Pkwy, Suite 350</u> <u>Dallas, Texas 75248</u>
Name of Authorized Signatory	<u>Henry Joel Simmons</u>
Signature	<u></u>
Date signed	<u>7-21-26</u>
E-mail address	<u>Henryjoelsimmons@gmail.com</u>

PARTICIPATING ENTITIES

Name of Participating Entity	<u>Travis County ESO #4</u>
Address	<u>14312 Hunters Bend Rd</u> <u>Austin, Tx 78725</u>
Name of Authorized Signatory	<u>Eric Opieba</u>
Signature	<u></u>
Date signed	<u>14 July 2026</u>
E-mail address	<u>eopieba@ESO4.org</u>

PARTICIPATING ENTITIES

Name of Participating Entity	<u>TRAVIS COUNTY EMERGENCY</u>
	<u>SERVICES DISTRICT NO. 9</u>
Address	<u>PO BOX 162170</u>
	<u>Austin, TX 78716</u>
Name of Authorized Signatory	<u>Virgil Flathouse</u>
Signature	<u>Virgil Flathouse</u>
Date signed	<u>7/30/2026</u>
E-mail address	<u>info@westlakefd.org</u>

PARTICIPATING ENTITIES

Name of Participating Entity TRAVIS COUNTY MUNICIPAL
MANAGEMENT DISTRICT NO. 1

Address c/o Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

By: 

President, Board of Directors

Name of Authorized Signatory Mickey Janail

Date signed August 17, 2026

E-mail address Travis_County_MMD_1@abaustin.com



Joint election agreement for November 3, 2026 elections

PARTICIPATING ENTITIES

Name of Participating Entity Travis County Municipal Utility District No. 41

Address c/o Armbrust & Brown, PLLC
100 Congress Ave., Suite 1300
Austin, Texas 78701

Name of Authorized Signatory John E. Wynn
President, Board of Directors

Jared Williams

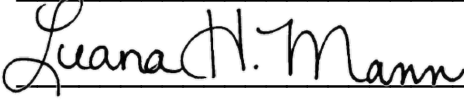
Date signed July 7, 2026

E-mail address Travis_County_MUD_41@abaustin.com



Joint election agreement for May 2, 2026 elections

PARTICIPATING ENTITIES

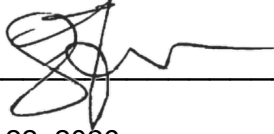
Name of Participating Entity	<u>Travis Central Appraisal District</u>
Address	<u>P.O. Box 149012</u> <u>Austin, Texas 78714</u>
Name of Authorized Signatory	<u>Leana Mann, Chief Appraiser</u>
Signature	<u></u>
Date signed	<u>July 27, 2026</u>
E-mail address	<u>Lmann@tcadcentral.org</u>

Joint election agreement for November 3, 2026 elections

PARTICIPATING ENTITIES

Name of Participating Entity	Travis County Emergency Services District No. 10
Address	353 South Commons Ford Road Austin, Texas 78733
Name of Authorized Signatory	Ken Campbell
Signature	<i>Ken Campbell</i>
Date signed	August 23, 2024
E-mail address	kcampbell@bajb.com

PARTICIPATING ENTITIES

Name of Participating Entity	<u>Tavis County WCID No. 17</u>
Address	<u>3812 Eck Lane</u>
	<u>Austin Texas 78734</u>
Name of Authorized Signatory	<u>Jason F. Homan</u>
Signature	<u></u>
Date signed	<u>July 22, 2026</u>
E-mail address	<u>jhoman@wcid17.org</u>

Joint election agreement for November 3, 2026 elections

PARTICIPATING ENTITIES

Name of Participating Entity	<u>Village of Volente</u>
Address	<u>16201 Dodd Street, Suite #100</u>
	<u>Volente, TX 78641</u>
Name of Authorized Signatory	<u>Thomas Blauvelt</u>
Signature	<u></u>
Date signed	<u>7/22/26</u>
E-mail address	<u>mayor@volentetexas.gov</u>

Joint election agreement for November 3, 2026 elections

PARTICIPATING ENTITIES

Name of Participating Entity	Vista MUD of Travis County
Address	1330 Post Oak Blvd Ste 2650
	Houston TX 77056
Name of Authorized Signatory	Kelly Taron
Signature	Kelly Taron
Date signed	8.17.24
E-mail address	vistamud@sklaw.us

Joint election agreement for May 2, 2026 elections

PARTICIPATING ENTITIES

Name of Participating Entity

Wells Branch Community Library
District

Address

15001 Wells Port Dr
Austin Texas 78728

Name of Authorized Signatory

Donita Ward

Signature

Donita Ward

Date signed

July 3, 2026

E-mail address

director@wblibrary.org

Joint election agreement for November 3, 2026 elections

PARTICIPATING ENTITIES

Name of Participating Entity	<u>Williamson-Travis Counties Municipal Utility District No. 1</u>
Address	<u>Terrace 2, 2700 Via Fortuna, Suite 350</u> <u>Austin, Texas 78746</u>
Name of Authorized Signatory	<u>Elizabeth Jones</u>
Signature	<u>E Jones</u>
Date signed	<u>August 19, 2026d</u>
E-mail address	<u>ckonopka@coatsrose.com</u>



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Receive briefing and take appropriate action regarding Travis County security and information security issues.^{1,4&6} (Commissioners Travillion & Howard)

Prepared By/Phone Number: Randy Lott, ITS Division Director, 512-854-5847

Elected/Appointed Official or Department Head: Maurice McCreary

Commissioners Court Sponsor(s): Commissioner Travillion, Commissioner Howard

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

To be discussed in Executive Session.

Staff Recommendations:

To be discussed in Executive Session.

Issues and Opportunities:

To be discussed in Executive Session.

Fiscal Impact and Source of Funding:

To be discussed in Executive Session.

Required Authorizations:

Jeffrey Travillion, Commissioner Precinct One

Ann Howard, Commissioner Precinct Three

Maurice McCreary, Jr., County Executive for Technology and Operations

Attachments:

None



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, September 22, 2026

Agenda Language:

Cathy McHorse's Joint City/County Proclamation

At the following location, date, and time:

Austin City Hall

301 W 2nd St, Austin, TX 78701

Thursday, September 24, 2026

8:30am - 10:30am

Prepared By/Phone Number: Leo Carneiro, Agenda Coordinator, 512-854-9229

Elected/Appointed Official or Department Head:

Commissioners Court Sponsor(s):

Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:

None