

RECEIVED
COUNTY JUDGE'S OFFICE
TRANSPORTATION AND NATURAL RESOURCES



JOSEPH P. GIESELMAN, EXECUTIVE MANAGER
08 MAY 12 PM 3:37

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

MEMORANDUM

May 9, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Division Director, Development Services Division

SUBJECT: Updated information for the Revised Plat of Lot 42A and Lots 43 and 44, Curiosity Cave Subdivision, Precinct Three

PROPOSED MOTION:

Consider and take appropriate action on:

- A. Approve setting a public hearing date for May 20, 2008, to receive comments regarding a plat for recording in Precinct Three: Revised Plat of Lot 42A and Lots 43 and 44, Curiosity Cave Subdivision (Short form plat – 3 Lots – 1.23 Acres – Pace Bend Road - No Fiscal required – Sewage service to be provided by on-site septic facilities – No ETJ).

SUMMARY AND STAFF RECOMMENDATION:

****Updated information from original submittal**** The current owner has requested the above agenda item be withdrawn as they are no longer interesting in pursuing the revised plat. Please see attached letter from the owner of the property.

As notice had been mailed and the sign posted, the owner was informed that the item would still be on the agenda for May 20th and it would be announced during the public hearing that this item has been withdrawn and no further action is required.

ISSUES AND OPPORTUNITIES:

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

Letter from Owner

SCS
0508

Travis County Development Services Center
Attn: Sarah Sumner
411 West 13th St., 8th Floor
Austin, Tx 78767

Re: 1622 S Pace Bend Rd. Replat

Sarah,


My name is Jeff Woods, owner of the property referenced below. I would like to stop the re-plat process. The case can be withdrawn from your schedule.

Property Description:

Revised Plat of Lot 42A and Lots 43 and 44 Curiosity Cave Subdivision

Please let me know if you need any additional information from me.

Thanks,



Jeff Woods
512-638-0255

2 ✓

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:

Voting Session:

May 20, 2008

I. A. Request made by:

Leroy W. Nellis, Budget Manager (ext. 49066)


Introduction of Allison Elementary Third Grade Mentees.

Approved by:

Signature of Commissioner(s) or County Judge

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

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
08 MAY 12 PM 1:26

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

Travis County Commissioners Court



Resolution

WHEREAS, May 26, 2008 is the official observance day for the country to stop and recognize the sacrifices of the brave men and women serving in our armed forces who protect the rights, freedom and democracy of all Americans and the citizens of Travis County;

WHEREAS, Travis County serves as home for over 60,500 veterans, many of whom suffer from combat related injuries, life altering disabilities and amputations; therefore Travis County recognizes the increasing needs and demands of the veteran community;

WHEREAS, Travis County Veterans Service Office has established an Interagency and Multi-Organizational Agreement that serves as a vehicle to enhance support to Texas Army and Air National Guard Service and Family Members and Military Veterans within the State of Texas;

WHEREAS, on April 19, 2008, The Texas State Cemetery honored Texas veterans of the Vietnam War by unveiling a new monument on its grounds that honor all branches of service that served during the Vietnam era including the Marine Corps, Navy, Army, Air Force, Army National Guard, Air National Guard, Coast Guard and the Merchant Marines;

WHEREAS, a Vietnam Memorial on the corner of Cesar Chavez and IH 35 was donated and dedicated by the Lions Club of Austin in the 70's to honor those from Austin who gave their lives in Vietnam; the City of Austin has scheduled a Re-Dedication Ceremony for the Memorial on June 2, 2008 at 1:00 p.m.;

WHEREAS, GEORGE W. BUSH, President of the United States of America, proclaimed May 9, 2008, as Military Spouse Day. He called upon the people of the United States to observe this day with appropriate ceremonies and activities and by expressing their gratitude to the husbands and wives of those serving in the United States Armed Forces;

WHEREAS, all citizens of Travis County understand and appreciate the sacrifices that their sons, daughters, husbands, wives, friends, and neighbors have made by willingly answering the call to service, some even giving their lives so that we live free in this great democracy;

WHEREAS, we call on all Americans to pause at 3:00 p.m. on Monday, May 26, 2008, to observe a National Moment of Remembrance as a moment of reflection recognized by Act of Congress to put the **"MEMORIAL"** back in Memorial Day in honor of America's fallen heroes; and

WHEREAS, the Travis County Veterans Service Office, as Vets Servicing Vets, is committed and dedicated to service "One Veteran at a Time."

NOW THEREFORE, BE IT RESOLVED THAT WE, THE TRAVIS COUNTY COMMISSIONERS COURT, DO HEREBY PROCLAIM
MAY 26, 2008 AS:

"MEMORIAL DAY"

IN TRAVIS COUNTY, AND CALL UPON THE CITIZENS OF TRAVIS COUNTY TO OBSERVE MEMORIAL DAY BEGINNING MAY 25th THROUGH MAY 31st, 2008, WITH APPROPRIATE PROGRAMS AND ACTIVITIES FOCUSING ON THE ACHIEVEMENTS OF THOSE WHO HAVE SERVED THIS GREAT NATION AND SHOWING APPRECIATION FOR THEIR SERVICE WITH THE UNDERSTANDING THAT NO WORDS CAN ADEQUATELY EXPRESS THE GRATITUDE AND PRIDE WE HOLD FOR THESE BRAVE MEN AND WOMEN WHO SO GALLANTLY GIVE US HOPE FOR THE FUTURE AND A DEEP APPRECIATION OF OUR PAST.

SIGNED AND ENTERED THIS _____ DAY OF MAY, 2008.

SAMUEL T. BISCOE
Travis County Judge

RON DAVIS
Commissioner, Pct. 1

SARAH ECKHARDT
Commissioner, Pct. 2

GERALD DAUGHERTY
Commissioner, Pct. 3

MARGARET GÓMEZ
Commissioner, Pct. 4

Travis County Commissioners' Court Agenda Request

Meeting Date: May 20, 2008

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

B. Specific Agenda Wording:

**CONSIDER AND TAKE APPROPRIATE ACTION ON RESOLUTION REGARDING
RIDGETOP NEIGHBORHOOD ASSOCIATION.**

C. Sponsor: _____
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

| | |
|--|--|
| | |
| | |
| | |

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- ☐ Contract, Agreement, Travis County Code - Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

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Travis County Commissioners Court Agenda Request

Voting Session 5/20/08
(Date)

Work Session _____
(Date)

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

B. Requested Text: **Consider and take appropriate action on the approval of acceptance of dedication of street and drainage facilities for Parkway and Parkside subdivisions, two subdivisions in Precinct 1.**

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

II. A. Is backup material attached*: Yes X No _____

*Any backup material to be presented to the court must be submitted with this
Agenda Request (original and 8 copies).

B. Have the agencies affected by this request been invited to attend the Work Session?

Yes X No no Please list those contacted and their phone numbers:

Donald W. Ward - 854-9383

Anna Bowlin - 854-9383

Scott Lambert - 854-9383

Gayla Dembkowski - 854-9383

Howard Herrin - 854-9383

Patricia Moreno - 266-3314

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

____ Additional funding for any department or for any purpose

____ Transfer of existing funds within or between any line item budget

____ Grant

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

____ Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 473-9383
FAX (512) 708-4649

MEMORANDUM

DATE: May 6, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, TNR Executive Manager *DWW*

FROM: Donald W. Ward, P.E., Division Director, Road Maintenance, Bridge and Fleet

SUBJECT: **Acceptance of dedication of the streets and drainage in the Parkway and Parkside subdivisions, two subdivisions in Precinct 1**

Summary and TNR Staff Recommendation: Acceptance of dedication in the Parkway and Parkside subdivisions

Both subdivisions were recorded January 29, 2004. These subdivisions have been inspected for conformance with approved plans and specifications as listed. There are no items on the punch lists to be corrected. The sidewalks have been found to be in substantial compliance with the provisions of the Texas Government Code Chapter 469.

Parkway is accessed from Howard Lane East, accepted for maintenance by Travis County. Parkside is accessed from Parkway subdivision. This action will add 1.35 miles to the Travis County road system. TNR staff recommends approval of the proposed motion.

Budgetary and Fiscal Impacts:

There are no budgetary impacts. All fiscal posted will be released. All of the sidewalks have been completed.

Exhibits:

Approval of Construction (2)
List of streets (2)
Requirements (2)
Registered Accessibility letter (2)
Attached maps

DV:DWW:dv

1105 Parkway
1105 Parkside



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

APPROVAL OF CONSTRUCTION

DATE: April 29, 2008

TO: Developer

Mr. Thomas Anker
D.R. Horton
12554 Riata Vista Circle
Austin, TX 78727
Ph: 533-1400

Engineer

Gray-Jansing & Associates, Inc.
8217 Shoal Creek Blvd. #200
Austin, TX 78757
Ph: 452-0371
Fx: 454-9933

SUBJECT: Parkway

Effective this date, street and drainage construction within this subdivision appear to be in conformance with the Permitted Construction Documents. All Performance Period maintenance punchlist items have been completed and/or corrected. The subdivision will be recommended for Accepted for Dedication in Travis County Commissioners Court. Sidewalk fiscal will be released as the sidewalks are deemed complete.

OTHER REMARKS:

License Agreement

BY: Patricia M. Moreno

TNR Construction Inspector – Patricia Moreno

Darla Vasterling
TNR Engineering Specialist – Darla Vasterling

Donald W. Ward
TNR Division Director, Road and Bridge – Donald W. Ward



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

APPROVAL OF CONSTRUCTION

DATE: April 29, 2008

TO: Developer

Engineer

Mr. Thomas Anker
D.R. Horton
12554 Riata Vista Circle
Austin, TX 78727
Ph: 533-1400

Gray-Jansing & Associates, Inc.
8217 Shoal Creek Blvd. #200
Austin, TX 78757
Ph: 452-0371
Fx: 454-9933

SUBJECT: Parkside

Effective this date, street and drainage construction within this subdivision appear to be in conformance with the Permitted Construction Documents. All Performance Period maintenance punchlist items have been completed and/or corrected. The subdivision will be recommended for Accepted for Dedication in Travis County Commissioners Court. Sidewalk fiscal will be released as the sidewalks are deemed complete.

OTHER REMARKS:

License Agreement

BY: Patricia M. Moreno
TNR Construction Inspector – Patricia Moreno

Darla Vasterling
TNR Engineering Specialist – Darla Vasterling

Donald W. Ward
TNR Division Director, Road and Bridge – Donald W. Ward



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

PARKWAY SUBDIVISION **REQUIREMENTS FOR APPROVAL OF CONSTRUCTION** **PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF** **STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997**

- 11/14/05 1. Professional Engineer's certification of quantities of work completed (Engineer's Concurrence Letter). § 82.401(c)(1)(A) § 82.604(c)(2)
- 3/16/06 2. Construction Summary Report, signed by COA inspector. § 82.604(c)(1)
- 5/25/07 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(c)(1)(B)
- 11/14/05 4. Reproducible Plans, certified as "Record Drawings", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303(c)] and accompanying Stop Sign Warrant sheet for each sign.
- Release 5. Performance Period Fiscal for 10% of the actual construction cost of street and
Bond drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4), § 82.401(8)
- NA 6. If applicable, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- 3/12/08 7. A letter from a **Registered Accessibility Specialist**) approving subdivision construction, when sidewalks are required per plat. Plan approval required at time of Construction Acceptance – Conditional or reduction of fiscal. Substantial compliance (inspection approval), including residential sidewalks, required at time of street acceptance for maintenance. § 82.202(q)(2), § 82.301 (13)
- 4/04/08 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds and common area sidewalks and traffic control devices shown on the approved traffic control plan). § 82.401(c)(1)(C) **Road Maintenance will have to approve const. before recommending acceptance to Commissioners Court.**
- 3/16/06 9. Approval of other agencies - cities, if in their ETJ; Municipal or other Utility Districts.
- NA 10. License Agreement (If there are any private improvements in Public ROW).



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

PARKSIDE SUBDIVISION **REQUIREMENTS FOR APPROVAL OF CONSTRUCTION** **PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF** **STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997**

- 5/21/07 1. Professional Engineer's certification of quantities of work completed (Engineer's Concurrence Letter). § 82.401(c)(1)(A) § 82.604(c)(2)
- 5/21/07 2. Construction Summary Report, signed by COA inspector. § 82.604(c)(1)
- 6/7/07 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- on "T" 4. Reproducible Plans, certified as "Record Drawings", by the Owner's
OK Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrants sheets for each sign.
- Rel @ 5. Performance Period Fiscal for 10% of the actual construction cost of street and
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- 3/12/08 7. A letter from a Registered Accessibility Specialist approving subdivision construction, when sidewalks are required per plat. Plan approval required at time of Conditional Acceptance of Construction. Substantial compliance (inspection) required at time of street acceptance for maintenance. § 82.202(q)(2)
- 4/04/08 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds and common area sidewalks and traffic control devices shown on the approved traffic control plan). § 82.401(c)(1)(C) **Road Maintenance will have to approve const. before recommending acceptance to Commissioners Court.**
- 2/12/08 9. Approval of other agencies - cities, if in their ETJ; Municipal or other Utility Districts.
- NA 10. License Agreement (If there are private improvements in Public ROW.)

ENTASIS

DesignGroup

Austin, Texas

March 5, 2008

Mr. Thomas Anker
D.R. Horton of Austin
12554 Riata Vista Circle, Second Floor
Austin, Texas 78727-7165

Re: Northtown M.U.D. - Parkway Subdivision:
Northtown M.U.D. - Parkway Wastewater, Street Drainage Improvements
Pflugerville, Travis County 78860

ENTASIS No.: 08.026

INSPECTION COMPLETED - NO VIOLATIONS

Dear Mr. Anker:

We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Government Code, Chapter 469.

Please note, this determination does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local, or federal requirement. For information on the ADA, call the United States Department of Justice, Civil Rights Division at (202) 514-0301.

If you have any questions concerning the results of the inspection, or the requirements of the Architectural Barriers Act, or if you are not the owner of record for the facility, contact David McQueen (RAS No. 41) at (512) 291-3246.

Please reference the EABPRJ project number in all future correspondence pertaining to this project.

Sincerely,



David J. McQueen
Registered Accessibility Specialist
TDLR RAS No. 41

Enclosure(s)

xc: ENTASIS File: 08.026
Herb Edmonson: Gray • Jansing Associates, Inc.

The review of documents and field inspections by the Registered Accessibility Specialist (RAS) with the Texas Department of Licensing and Regulation (TDLR), Austin, Texas is based on a best efforts endeavor following inspection and certification by TDLR. Prior review and inspection in no way warrants complete compliance with the Texas Accessibility Standards. The business, the professional, its employees, and those for whom the review or inspection is made agree to hold harmless and indemnify the RAS and TDLR from and against any liability arising from performance of the work.

6536 Sierra Vista Drive - Lago Vista, Texas - 78845-6020

TEL/FAX: (512) 291-3246 • E-Mail: entasis@austin.rr.com

ENTASIS

DesignGroup

A Division of

March 5, 2008

Mr. Thomas Anker
D.R. Horton of Austin
12554 Riata Vista Circle, Second Floor
Austin, Texas 78727-7165

Re: Northtown M.U.D. - Parkside Subdivision:
Northtown M.U.D. - Parkside Wastewater. Street Drainage Improvements
Pflugerville, Travis County 78660

ENTASIS No.: 08.027

INSPECTION COMPLETED - NO VIOLATIONS

Dear Mr. Anker:

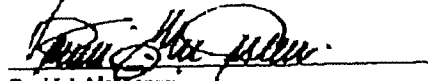
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Please reference the EABPRJ project number in all future correspondence pertaining to this project.

Sincerely,



David J. McQueen
Registered Accessibility Specialist
TDLR RAS No. 41

Enclosure(s)

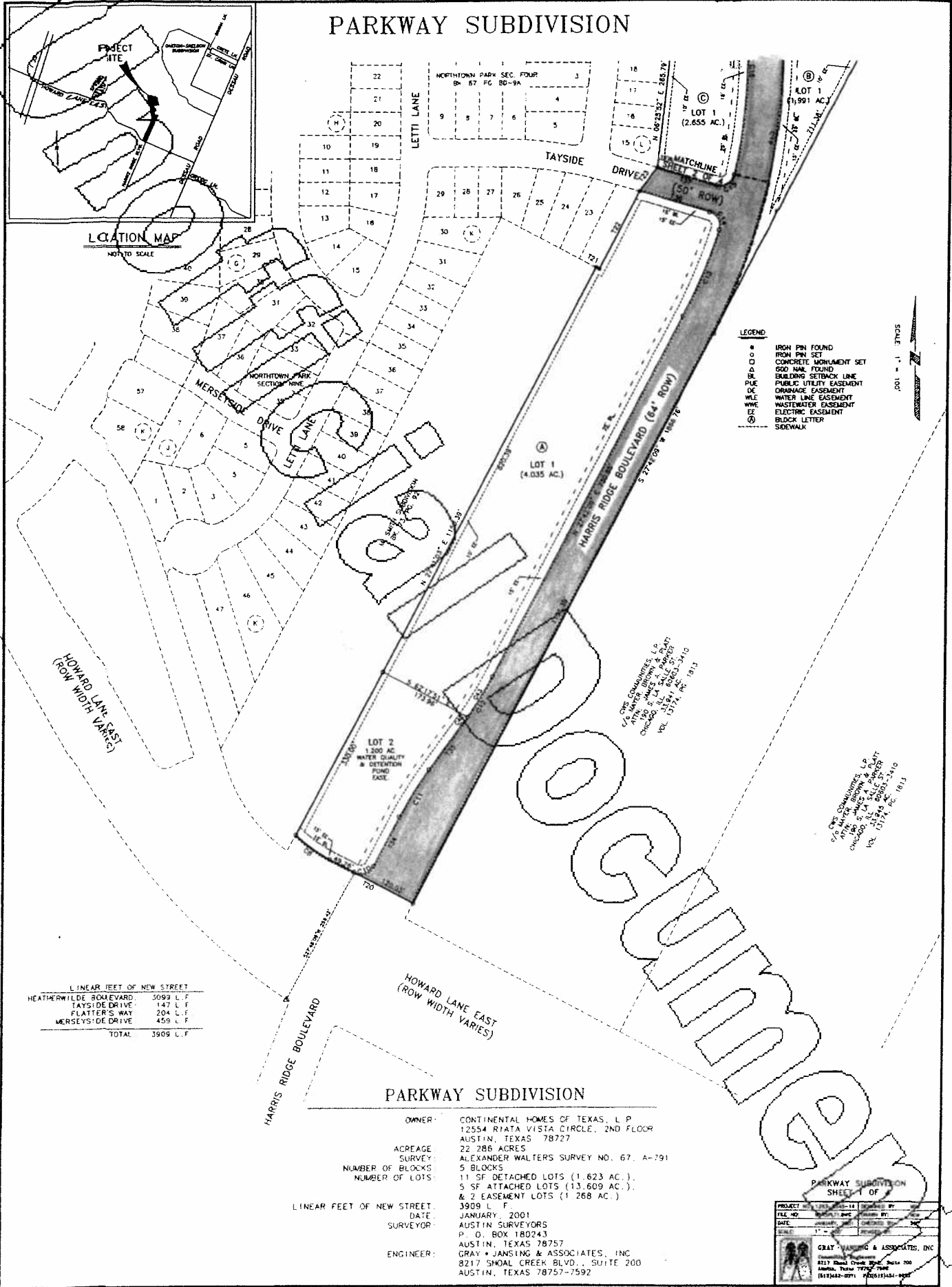
xc: ENTASIS File: 08.027
Herb Edmonson: Gray + Jansing Associates, Inc.

The review of documents as contract documents and field inspections by this Registered Accessibility Specialist (RAS) with the Texas Department of Licensing and Regulation (TDLR) is based on a best efforts endeavor following instruction and certification by TDLR. Plan review and issuance in no way warrants complete compliance with the Texas Accessibility Standards. The business, the professional, his employees, and client for whom the review or inspection is made agrees to hold harmless and indemnify this RAS and TDLR from and against any liability arising from performance of the work.

8538 Sierra Vista Drive - Lago Vista, Texas • 78645-6020

TEL/FAX: (512) 291-3246 • E-Mail: endasig@auson.com

PARKWAY SUBDIVISION



2004000271

PARKWAY SUBDIVISION

CONTINENTAL HOMES OF TEXAS, L.P.
12554 RATA VISTA CIRCLE, 2ND FLOOR
AUSTIN, TX 78727
VOL. 13310, PG. 1431

LEGEND

- IRON PIN FOUND
- IRON PIN SET
- CONCRETE MONUMENT SET
- BUILDING SETBACK LINE
- PUBLIC UTILITY EASEMENT
- DRAINAGE EASEMENT
- WATER LINE EASEMENT
- WASTEWATER EASEMENT
- ELECTRIC EASEMENT
- BLOCK LETTER
- SIDEWALK

NORTH TOWN MUNICIPAL
UTILITY DISTRICT
(PARKLAND)
6.140 AC
VOL. 12088, PG. 492
VOL. 12390, PG. 858
VOL. 12390, PG. 858

SCALE
1" = 40.0'

TANGENT TABLE

| NUMBER | DISTANCE | BEARING |
|--------|----------|---------------|
| T1 | 96.71' | S 82°01'25" E |
| T2 | 41.19' | S 00°32'34" E |
| T3 | 125.00' | S 79°09'38" W |
| T4 | 25.00' | N 10°50'22" W |
| T5 | 150.00' | S 79°09'38" W |
| T6 | 33.09' | N 10°37'42" W |
| T7 | 50.01' | S 79°10'13" W |
| T8 | 96.96' | S 10°41'51" E |
| T9 | 65.01' | S 79°18'38" W |
| T10 | 90.09' | S 01°51'04" W |
| T11 | 75.25' | S 79°16'18" W |
| T12 | 99.53' | N 10°44'18" W |
| T13 | 50.06' | S 79°15'42" W |
| T14 | 115.23' | N 00°53'45" E |
| T15 | 88.73' | N 00°08'04" W |
| T16 | 97.52' | N 02°17'53" E |
| T17 | 51.11' | N 02°12'15" E |
| T18 | 5.41' | S 74°24'34" W |
| T19 | 64.14' | S 74°11'13" E |
| T20 | 169.29' | N 62°12'51" W |
| T21 | 5.59' | S 61°45'24" E |
| T22 | 153.81' | N 27°43'08" E |
| T23 | 53.27' | N 36°36'11" E |
| T24 | 45.86' | N 79°17'08" E |
| T25 | 100.11' | N 10°47'29" W |
| T26 | 75.21' | N 79°16'18" E |
| T27 | 90.09' | N 74°24'34" W |
| T28 | 64.98' | N 79°16'18" E |
| T29 | 112.22' | S 10°41'24" E |
| T30 | 69.65' | N 10°17'54" W |
| T31 | 120.84' | S 14°27'49" E |
| T32 | 161.35' | S 60°40'23" W |
| T33 | 165.00' | S 73°12'56" W |
| T34 | 100.00' | N 27°43'09" E |
| T35 | 100.60' | N 36°33'36" E |
| T36 | 132.31' | S 73°12'56" W |
| T37 | 115.07' | S 62°15'11" E |
| T38 | 148.59' | N 74°24'34" W |
| T39 | 173.38' | N 10°50'22" W |
| T40 | 11.38' | N 04°54'05" W |
| T41 | 70.39' | S 10°50'22" W |
| T42 | 70.39' | S 10°50'22" W |
| T43 | 70.39' | S 10°50'22" W |
| T44 | 11.38' | S 10°50'22" W |
| T45 | 77.91' | N 05°10'04" E |
| T46 | 41.14' | S 28°08'21" E |
| T47 | 38.88' | N 89°42'57" W |
| T48 | 27.00' | S 85°03'55" W |
| T49 | 102.39' | S 85°03'55" W |
| T50 | 106.97' | S 85°03'55" W |
| T51 | 90.78' | S 85°03'55" W |
| T52 | 95.62' | S 85°03'55" W |
| T53 | 86.54' | N 69°31'44" E |
| T54 | 96.91' | N 89°03'25" E |
| T55 | 119.30' | N 89°03'25" E |
| T56 | 140.34' | S 22°01'25" E |
| T57 | 121.08' | S 22°01'25" E |
| T58 | 97.27' | S 04°54'05" W |
| T59 | 73.73' | S 04°54'05" W |
| T60 | 17.65' | N 04°54'05" W |
| T61 | 25.39' | N 04°54'05" W |
| T62 | 31.55' | S 74°25'23" E |
| T63 | 8.67' | S 74°25'23" E |

CURVE TABLE

| NUMBER | DELTA | CHORD BRG | RADIUS | LENGTH | TANGENT | CHD LENGTH |
|--------|------------|---------------|----------|---------|---------|------------|
| C1 | 62°18'31" | S 11°20'06" E | 25.00' | 27.19' | 15.11' | 25.87' |
| C2 | 48°11'23" | N 91°29'45" E | 25.00' | 21.03' | 11.18' | 20.41' |
| C3 | 130°34'32" | S 37°18'41" E | 50.00' | 113.95' | 108.65' | 90.84' |
| C4 | 2°13'38" | S 79°11'49" W | 1246.15' | 4.94' | 2.47' | 4.94' |
| C5 | 24°18'11" | S 86°33'39" E | 305.29' | 129.49' | 65.74' | 128.53' |
| C6 | 86°07'44" | N 62°31'34" E | 25.00' | 37.58' | 22.37' | 34.14' |
| C7 | 3°55'10" | S 08°50'32" E | 1024.72' | 70.10' | 35.06' | 70.08' |
| C8 | 15°41'37" | N 54°23'03" W | 273.75' | 74.98' | 37.73' | 74.75' |
| C9 | 1°35'00" | N 78°28'48" E | 275.44' | 10.38' | 5.19' | 10.37' |
| C10 | 50°04'02" | N 70°44'09" E | 25.00' | 39.30' | 25.03' | 35.98' |
| C11 | 8°51'47" | N 32°06'03" E | 649.04' | 100.40' | 50.30' | 100.30' |
| C12 | 8°51'47" | N 32°06'03" E | 649.04' | 100.40' | 50.30' | 100.30' |
| C13 | 9°26'28" | N 30°52'57" E | 1016.00' | 167.40' | 83.89' | 167.21' |
| C14 | 91°48'40" | N 27°38'36" W | 25.00' | 40.06' | 25.80' | 35.91' |
| C15 | 93°58'26" | N 59°27'51" E | 25.00' | 41.00' | 26.79' | 36.55' |
| C16 | 23°11'55" | N 00°52'40" E | 1016.00' | 167.40' | 83.89' | 167.21' |
| C17 | 90°00'25" | N 50°43'29" W | 25.00' | 39.27' | 25.00' | 35.26' |
| C18 | 89°59'35" | S 34°16'31" W | 25.00' | 39.27' | 25.00' | 35.25' |
| C19 | 38°25'28" | S 08°29'56" E | 1080.00' | 724.27' | 376.35' | 710.78' |
| C20 | 89°59'25" | N 34°16'30" E | 25.00' | 39.27' | 25.00' | 35.25' |
| C21 | 22°27'58" | N 00°30'41" E | 718.00' | 281.53' | 142.60' | 279.73' |
| C22 | 86°09'14" | N 31°19'57" W | 25.00' | 37.59' | 23.38' | 34.15' |
| C23 | 26°08'18" | N 81°28'50" E | 25.00' | 37.59' | 23.38' | 34.15' |
| C24 | 89°58'05" | N 55°42'20" W | 25.00' | 39.26' | 24.99' | 35.25' |
| C25 | 21°46'03" | N 00°09'44" E | 654.00' | 248.47' | 125.75' | 246.97' |
| C26 | 24°32'40" | N 58°19'06" E | 25.00' | 41.25' | 27.07' | 36.73' |
| C27 | 48°11'23" | S 50°18'52" E | 25.00' | 21.03' | 11.18' | 20.41' |
| C28 | 276°22'46" | N 15°35'26" E | 50.00' | 241.19' | 11.18' | 66.67' |
| C29 | 9°56'16" | N 01°52'14" W | 175.00' | 18.14' | 9.08' | 18.17' |
| C30 | 52°01'32" | N 21°06'31" E | 15.00' | 13.62' | 7.22' | 13.16' |
| C31 | 284°02'25" | S 85°05'55" W | 50.00' | 247.87' | 7.22' | 61.54' |
| C32 | 52°01'32" | N 21°06'31" E | 15.00' | 13.62' | 7.22' | 13.16' |
| C33 | 5°56'16" | S 07°52'14" E | 225.00' | 23.32' | 11.67' | 23.31' |
| C34 | 29°48'32" | S 42°01'02" E | 50.00' | 26.01' | 13.31' | 25.72' |
| C35 | 42°04'27" | S 06°04'33" E | 50.00' | 36.72' | 19.23' | 35.90' |
| C36 | 280°32'15" | S 24°17'40" W | 50.00' | 33.63' | 17.48' | 33.03' |
| C37 | 28°57'18" | S 67°58'25" W | 50.00' | 25.27' | 13.00' | 25.00' |
| C38 | 38°32'15" | N 78°44'23" W | 50.00' | 33.63' | 17.48' | 33.00' |
| C39 | 38°32'15" | N 78°44'23" W | 50.00' | 33.63' | 17.48' | 33.00' |
| C40 | 49°25'06" | N 38°01'59" E | 50.00' | 43.13' | 23.01' | 41.80' |
| C41 | 18°10'16" | N 38°01'59" E | 50.00' | 15.86' | 8.00' | 15.79' |
| C42 | 1°05'20" | N 31°51'16" E | 649.04' | 16.11' | 8.06' | 16.11' |
| C43 | 7°36'27" | N 31°25'22" E | 649.04' | 84.29' | 42.20' | 84.23' |

PROJECT: PARKWAY SUBDIVISION
SHEET: 2 OF 4
DATE: 08/25/14
SCALE: 1" = 40.0'
DRAWN BY: J. J. JAMES
CHECKED BY: J. J. JAMES
APPROVED BY: J. J. JAMES
GRAY JAMES & ASSOCIATES, INC.
2021 South Creek Way, Suite 200
Austin, Texas 78746
(512) 452-6771 (512) 452-6772

C8-02-0085.1A
FILING DATE: 08/25/14

\$136.00

1-29-04

200400029

PARKSIDE SUBDIVISION

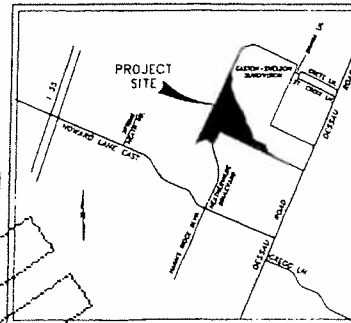
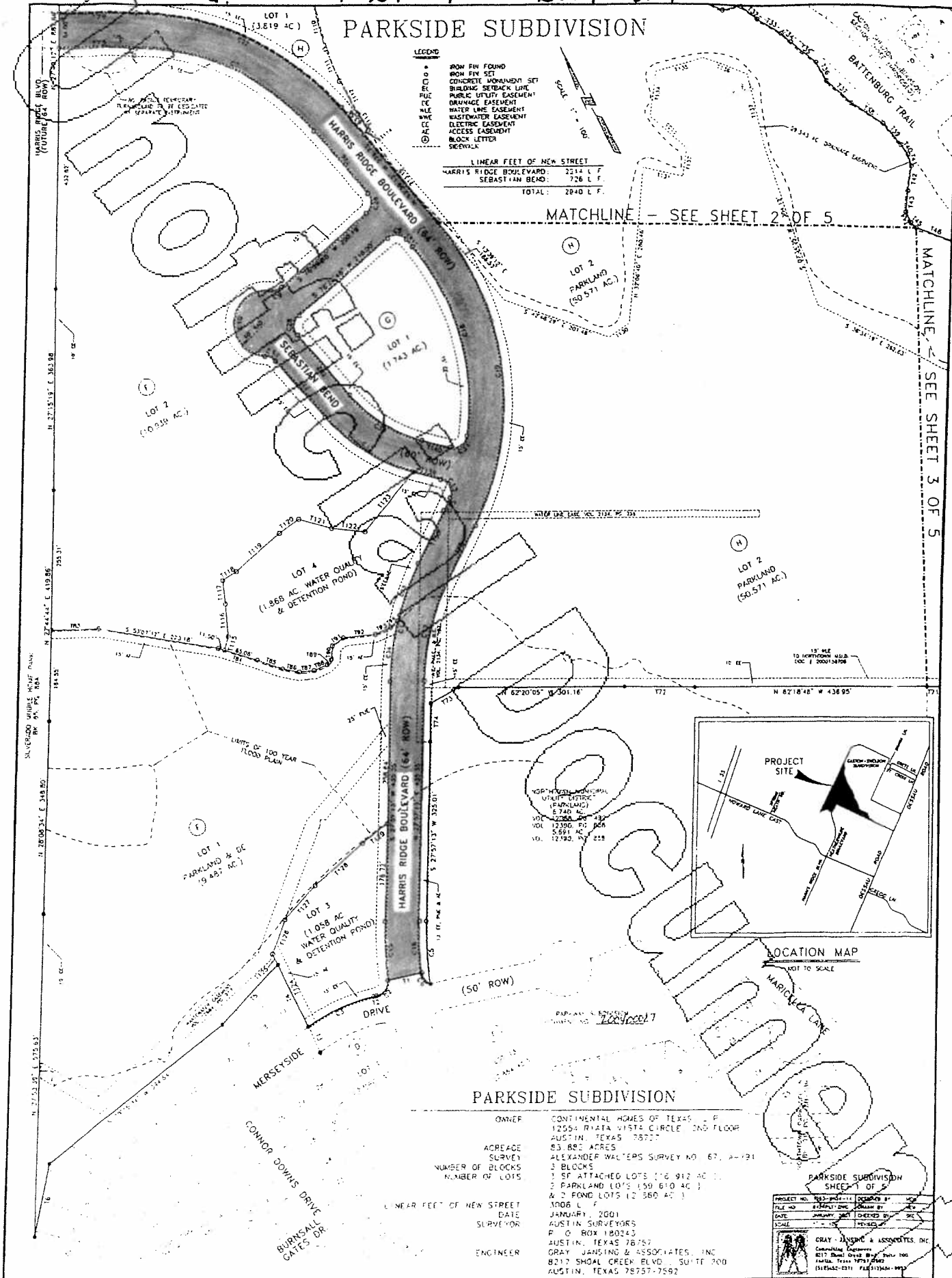
LEGEND

- IRON PIN FOUND
- IRON PIN SET
- CONCRETE MONUMENT SET
- BUILDING SETBACK LINE
- PUBLIC UTILITY EASEMENT
- DRAINAGE EASEMENT
- WATER LINE EASEMENT
- WASTEWATER EASEMENT
- ELECTRIC EASEMENT
- ACCESS EASEMENT
- BLOCK LETTER
- SEWER

| LINEAR FEET OF NEW STREET | |
|---------------------------|-----------|
| HARRIS RIDGE BOULEVARD | 2214 L.F. |
| SEBASTIAN BEAD | 726 L.F. |
| TOTAL | 2940 L.F. |

MATCHLINE - SEE SHEET 2 OF 5

MATCHLINE - SEE SHEET 3 OF 5

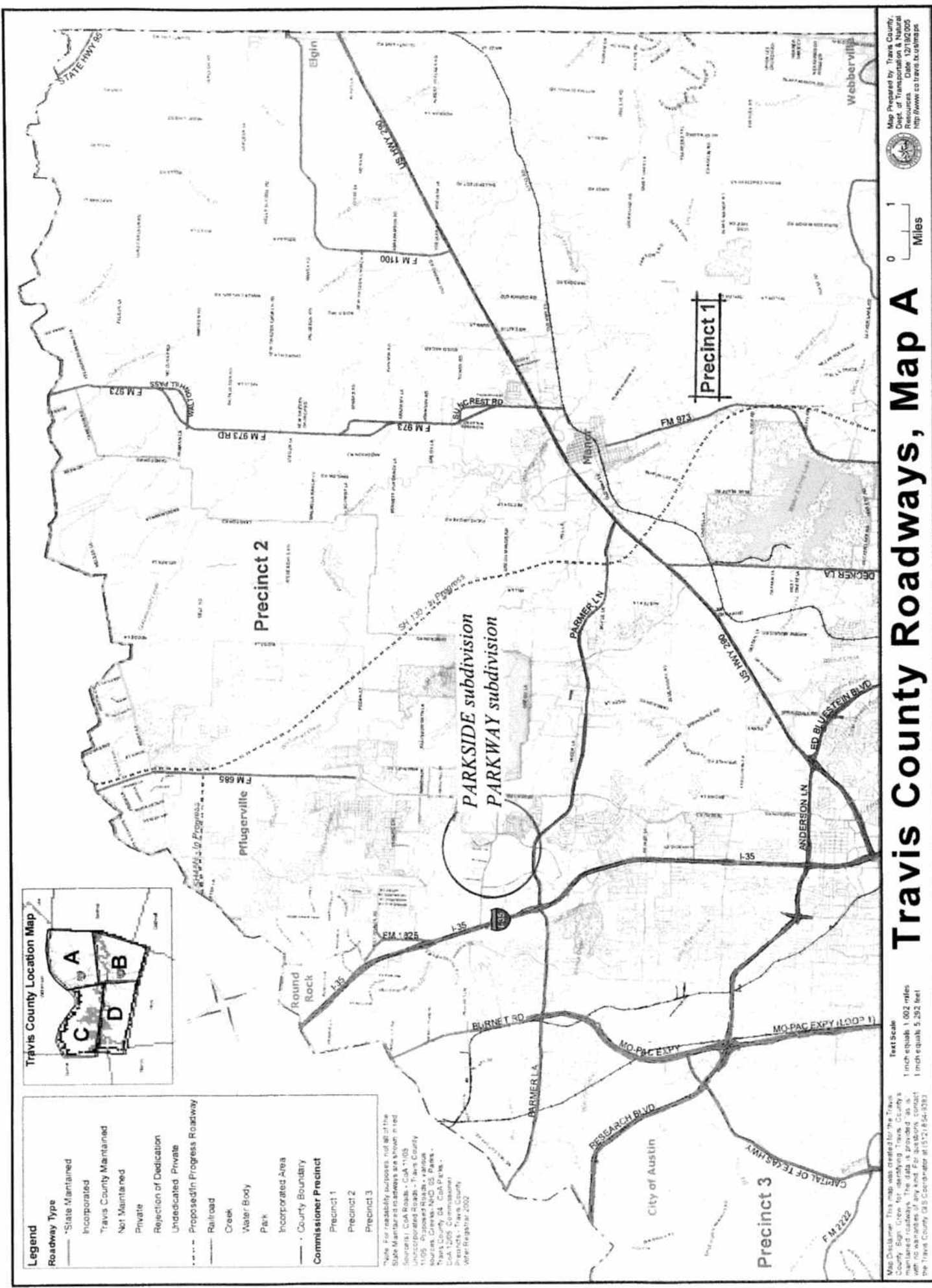


PARKSIDE SUBDIVISION

OWNER: CONTINENTAL HOMES OF TEXAS, L.P.
12054 RIATA VISTA CIRCLE, 2ND FLOOR
AUSTIN, TEXAS 78727
83,882 ACRES
ALEXANDER WALTERS SURVEY NO. 67, A-121
3 BLOCKS
1 SF ATTACHED LOTS (16,912 AC.)
2 PARKLAND LOTS (159,610 AC.)
A 2 FOND LOTS (2,360 AC.)
1006 L.F.
DATE: JANUARY, 2001
AUSTIN SURVEYORS
P. O. BOX 180243
AUSTIN, TEXAS 78757
ENGINEER: GRAY, JANSING & ASSOCIATES, INC.
8217 SHOAL CREEK BLVD., SUITE 200
AUSTIN, TEXAS 78757-7592

| PARKSIDE SUBDIVISION SHEET 1 OF 5 | | | |
|-----------------------------------|---------------|-------------|---------------|
| PROJECT NO. | 2004-00029 | DATE | JANUARY, 2001 |
| FILE NO. | 2004-00029 | DESIGNED BY | GR |
| DATE | JANUARY, 2001 | CHECKED BY | GR |
| SCALE | 1"=400' | REVISED | |
| | | | |

CB-02-0039,2A
FILING DATE 2/26/2002



6

Travis County Commissioners Court Agenda Request

Voting Session 5/20/08
(Date)

Work Session _____
(Date)

I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

Consider and take appropriate action on:

A. Indemnification Agreement with William J. Maddux to fund the permanent traffic improvements on RM 620 at Home Depot/South Lake Medical, in Precinct 3.

B. Advanced Funding Agreement for Voluntary Transportation Improvement Projects with the State of Texas and Travis County for the permanent traffic improvements on RM 620 at Home Depot/South Lake Medical, in Precinct 3.

C. Approved by:

Commissioner Gerald Daugherty, Precinct Three

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of the Agenda Request and backup to them:

AB _____
Anna Bowlin: 854-75--61 David Smith: 263-2983 (fax)
Donna Williams-Jones 854-9383

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

____ Additional funding for any department or for any purpose

____ Transfer of existing funds within or between any line item budget

____ Grant

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

____ Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER


411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649


MEMORANDUM

May 12, 2008

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, A.I.C.P.
Division Director, Development Services



Advanced Funding Agreement and Idemnification Agreement for the permanent traffic improvements on RM 620 at Home Depot/South Lake Medical, in Precinct 3.

SUMMARY AND STAFF RECOMMENDATION:

On September 18, 2007 the Commissioners Court entered into an Advanced Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) and an Idemnification Agreement with William J. Maddux to fund the traffic signal on RM 620 at Home Depot/South Lake Medical intersection. The original AFA was written using contract bid pricing that was consistent with the State's Non-Site Specific (NNS) signal construction contract. The original NNS contract has expired and a new NNS contract has been awarded. The revised AFA is based on the new contract bid prices which reduces the signal price from \$41,431 to \$40,342. The new AFA will replace the previously signed and dated version. Staff recommends this motion.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

Indemnification Agreement, Advanced Funding Agreement

AMB:ab
1105



Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

October 3, 2007

Travis County
0914-00-237
RM 620 at Home Depot/South Lake Medical

Joe Gieselman
Executive Manager
Travis County
P.O. Box 1748
Austin, Texas 78767-1748

Dear Mr. Gieselman:

Attached are two copies of an Advance Funding Agreement (AFA) for the above project. The project includes construction of a traffic signal on RM 620 at Home Depot/South Lake Medical.

We received two signed and dated agreements for this same project on September 28, 2007. The State Non-Site Specific (NSS) Signal construction contract under which the signal was originally to be installed has since expired and a new NSS contract has been awarded. These two new original Advance Funding Agreements are based on the new contract bid prices and will replace the previously signed and dated versions mentioned above.

Please return both signed and dated documents to this office for further processing. One original executed copy of the Agreement will be returned for your records. A check made payable to the Texas Department of Transportation Trust Fund in the amount of \$40,342 will be due upon receipt of a fully executed agreement and before any construction can begin on the Project.

If you have any questions, please contact me at 832-7050.

Sincerely,

Patricia L. Crews-Weight, P.E.
Director of Design

Attachments

cc: Don Nyland, P.E., Area Engineer
Mark Mohr, Traffic Operations

THE TEXAS PLAN
REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
INCREASE THE VALUE OF OUR TRANSPORTATION ASSETS

An Equal Opportunity Employer
Travis County

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

 **ORIGINAL**

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT
PROJECTS WITH NO REQUIRED MATCH**

THIS AGREEMENT IS MADE BY AND BETWEEN the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and Travis County, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, 227, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

WHEREAS, Commission Minute Order Number 108087 authorizes the State to undertake and complete a highway improvement generally described as intersection improvements; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as installation of a traffic signal, hereinafter called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

AGREEMENT

Article 1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed including the audit and accepted by all parties or unless terminated, as hereinafter provided.

Article 2. Project Funding and Work Responsibilities

The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Project Budget and Description which is attached to and made a part of this contract.

In addition to identifying those items of work paid for by payments to the State, Attachment A, Project Budget and Description, also specifies those Project items of work that are the responsibility of the

Local Government and will be carried out and completed by the Local Government, at no cost to the State.

The Local Government shall remit its financial share for the State's estimated construction oversight and construction costs prior to the beginning of any work by the State's Contractor.

In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.

Article 3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

Article 4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right-of-way and utility adjustments needed for performance of the work.

If right-of-way is required, the Local Government shall prepare right-of-way maps, property descriptions and other data needed, utilizing all applicable laws governing the acquisition policies for acquiring real property. Tracings of the maps shall be retained by the State for its records.

If the proposed construction requires the adjustment, removal or relocation of any utility facilities, the Local Government and/or its consultant shall establish the necessary utility work and notify the appropriate utility company to design and schedule their adjustments. The Local Government shall be responsible for all costs associated with the adjustments not assumed by the utility company. Removal or relocation of such utilities shall be in accordance with applicable laws, regulations, policies and procedures. In the event additional utilities are required to be adjusted, removed or relocated during the construction of the Project, the Local Government will be responsible for all costs associated with the additional utility work within its jurisdiction, including any cost of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction.

Article 5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider.

Article 7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

Article 8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Project Budget and Description, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.

Article 9. Increased Costs

In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within 30 days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accord with Article 11 - Termination. If this is a fixed price agreement as specified in Attachment A, Project Budget and Description, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

Article 10. Maintenance

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

Article 11. Termination

This agreement may be terminated in the following manner:

- ◆ by mutual written agreement and consent of both parties;
- ◆ by either party upon the failure of the other party to fulfill the obligations set forth herein;
- ◆ by the State if it determines that the performance of the Project is not in the best interest of the State.

If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

- ◆ Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

Article 12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

| Local Government: | State: |
|--|---|
| Joe Gieselman Executive Manager Travis County P.O. Box 1748 Austin, Texas 78767-1748 | Austin District Engineer P.O. Drawer 15426 Austin, Texas 78761-5426 |

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 13. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

Article 14. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

Article 15. Amendments

By mutual written consent of the parties, this contract may be amended prior to its expiration.

Article 16. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee,

to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 17. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

Article 18. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

THE LOCAL GOVERNMENT

Name of the Local Government Travis County

By _____ Date _____

Typed or Printed Name and Title _____

ATTACHMENT A**Project Budget, Description and Work Responsibilities**

The Local Government will pay for the cost of the installation of a traffic signal at RM 620 at the intersection of Home Depot/South Lake Medical, which is an on-system location. The Local Government's estimated cost of this additional work is estimated at \$40,342, including various construction items (listed in Exhibit A), engineering and contingencies and Indirect costs. The State has estimated the project to be as follows:

| Description | Total Estimate Cost | Federal Participation | | State Participation | | Local Participation | |
|--|---------------------------|--------------------------|------|------------------------|----------|------------------------|----------|
| | | % | Cost | % | Cost | % | Cost |
| CONSTRUCTION COSTS | | | | | | | |
| Construction of Traffic Signal | \$52,635 | 0% | \$0 | | \$12,293 | | \$40,342 |
| Subtotal | \$52,635 | | \$0 | | \$12,293 | | \$40,342 |
| Direct State Costs (including design, inspection and oversight) (5%) | \$2,579 | 0% | \$0 | 100% | \$2,579 | 0% | \$0 |
| Indirect State Costs (no local participation required except for service projects) (4.21%) | \$0 | 0% | \$0 | 0% | \$0 | 100% | \$0 |
| TOTAL | \$55,214 | \$0 | | \$14,872 | | \$40,342 | |
| | | | | | | | |

Direct State Cost will be based on actual charges.

Local Government's Participation (100%) = \$40,342

It is further understood that the State will include only those items for the improvements as requested and required by the Local Government. This is an estimate only; final participation amounts will be based on actual charges to the project.

Work Responsibilities**1. Engineering Services**

- a. The State shall prepare or cause to be prepared the engineering plans, specifications, and estimates (P.S. & E.) necessary for the development of the Project.

- b. The engineering plans shall be developed in accordance with the Roadway Design Manual, the current edition of the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges and the Texas Accessibility Standards.

2. Construction Responsibilities

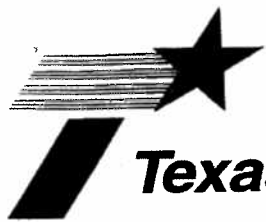
The construction of the modification of the signal will be performed under current State project non-site specific signal contract.

Exhibit A

| Item | Description | Unit | Quantity | | Price | Amount |
|------|--|------|----------|-------------|---------|------------|
| | | | TxDOT | Local Gov't | | |
| 502 | Barricades, Signs and Traffic Handling | MO | | 2 | \$ 2900 | \$ 5800.00 |
| 531 | Ramp and Landing (special) | EA | | 2 | \$ 2000 | \$ 4000.00 |
| 531 | Ramp and Landing (Type 5) | EA | 2 | | \$ 3000 | \$ 6000.00 |
| 618 | Conduit(PVC)(SHCD 40)(2") | LF | | 72 | \$ 7 | \$ 504.00 |
| 618 | Conduit(PVC)(SHCD 40)(3") | LF | | 22 | \$ 8 | \$ 176.00 |
| 620 | Elec Conductor (No. 8) Bare | LF | | 92 | \$ 1 | \$ 92.00 |
| 620 | Elec Conductor (No. 8) Ins. | LF | | 284 | \$ 2 | \$ 568.00 |
| 416 | Fnd for Traf Sig(Ty A)(36in drl shft) | LF | | 13 | \$ 185 | \$ 2405.00 |
| 624 | Ground Box w/ Apron (Type A) | EA | 2 | 1 | \$ 450 | \$ 1350.00 |
| 666 | 12" (W) Solid Pavement Marking | LF | 138 | 307 | \$ 9 | \$ 4005.00 |
| 666 | 24" (W) Solid Pavement Marking | LF | | 28 | \$ 16 | \$ 448.00 |
| 666 | (W) (Arrow) Pavement Marking | EA | | 1 | \$ 300 | \$ 300.00 |
| 666 | (W) (Dbl Arrow) Pavement Marking | EA | | 2 | \$ 450 | \$ 900.00 |
| 666 | Elim Exist Pvmnt Mrkng (Arrow) | EA | | 1 | \$ 210 | \$ 210.00 |
| 666 | Elim Exist Pvmnt Mrkng (Word) | EA | | 1 | \$ 236 | \$ 236.00 |
| 666 | Pav Surf Prep for Mrk (12") | LF | | 445 | \$ 0.75 | \$ 334.00 |
| 666 | Pav Surf Prep for Mrk (24") | LF | | 28 | \$ 1 | \$ 28.00 |
| 666 | Pav Surf Prep for Mrk (Arrow) | EA | | 1 | \$ 31 | \$ 31.00 |
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| | State Furnished Materials | Unit | Quantity | | Price | Amount |
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| 686 | Traf Signal Pole (Mast Arm) 48' SMA-80mph | EA | | 1 | \$ 4707 | \$ 4707.00 |
| | Iiteris Camera & Hardware | EA | | 1 | \$ 1600 | \$ 1600.00 |

Total \$ 52,635.00



Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

October 3, 2007

Travis County
0914-00-237
RM 620 at Home Depot/South Lake Medical

Joe Gieselman
Executive Manager
Travis County
P.O. Box 1748
Austin, Texas 78767-1748

Dear Mr. Gieselman:


Attached are two copies of an Advance Funding Agreement (AFA) for the above project. The project includes construction of a traffic signal on RM 620 at Home Depot/South Lake Medical.

We received two signed and dated agreements for this same project on September 28, 2007. The State Non-Site Specific (NSS) Signal construction contract under which the signal was originally to be installed has since expired and a new NSS contract has been awarded. These two new original Advance Funding Agreements are based on the new contract bid prices and will replace the previously signed and dated versions mentioned above.

Please return both signed and dated documents to this office for further processing. One original executed copy of the Agreement will be returned for your records. A check made payable to the Texas Department of Transportation Trust Fund in the amount of \$40,342 will be due upon receipt of a fully executed agreement and before any construction can begin on the Project.

If you have any questions, please contact me at 832-7050.

Sincerely,


Patricia L. Crews-Weight, P.E.
Director of Design

Attachments

cc: Don Nyland, P.E., Area Engineer
Mark Mohr, Traffic Operations

THE TEXAS PLAN
REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
INCREASE THE VALUE OF OUR TRANSPORTATION ASSETS

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

 **ORIGINAL**

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT
PROJECTS WITH NO REQUIRED MATCH**

THIS AGREEMENT IS MADE BY AND BETWEEN the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and Travis County, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, 227, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

WHEREAS, Commission Minute Order Number 108087 authorizes the State to undertake and complete a highway improvement generally described as intersection improvements; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as installation of a traffic signal, hereinafter called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

AGREEMENT

Article 1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed including the audit and accepted by all parties or unless terminated, as hereinafter provided.

Article 2. Project Funding and Work Responsibilities

The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Project Budget and Description which is attached to and made a part of this contract.

In addition to identifying those items of work paid for by payments to the State, Attachment A, Project Budget and Description, also specifies those Project items of work that are the responsibility of the

Local Government and will be carried out and completed by the Local Government, at no cost to the State.

The Local Government shall remit its financial share for the State's estimated construction oversight and construction costs prior to the beginning of any work by the State's Contractor.

In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.

Article 3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

Article 4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right-of-way and utility adjustments needed for performance of the work.

If right-of-way is required, the Local Government shall prepare right-of-way maps, property descriptions and other data needed, utilizing all applicable laws governing the acquisition policies for acquiring real property. Tracings of the maps shall be retained by the State for its records.

If the proposed construction requires the adjustment, removal or relocation of any utility facilities, the Local Government and/or its consultant shall establish the necessary utility work and notify the appropriate utility company to design and schedule their adjustments. The Local Government shall be responsible for all costs associated with the adjustments not assumed by the utility company. Removal or relocation of such utilities shall be in accordance with applicable laws, regulations, policies and procedures. In the event additional utilities are required to be adjusted, removed or relocated during the construction of the Project, the Local Government will be responsible for all costs associated with the additional utility work within its jurisdiction, including any cost of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction.

Article 5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider.

Article 7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

Article 8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Project Budget and Description, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.

Article 9. Increased Costs

In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within 30 days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accord with Article 11 - Termination. If this is a fixed price agreement as specified in Attachment A, Project Budget and Description, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

Article 10. Maintenance

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

Article 11. Termination

This agreement may be terminated in the following manner:

- ◆ by mutual written agreement and consent of both parties;
- ◆ by either party upon the failure of the other party to fulfill the obligations set forth herein;
- ◆ by the State if it determines that the performance of the Project is not in the best interest of the State.

If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

- ◆ Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

Article 12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

| Local Government: | State: |
|--|---|
| Joe Gieselman Executive Manager Travis County P.O. Box 1748 Austin, Texas 78767-1748 | Austin District Engineer P.O. Drawer 15426 Austin, Texas 78761-5426 |

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 13. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

Article 14. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

Article 15. Amendments

By mutual written consent of the parties, this contract may be amended prior to its expiration.

Article 16. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee,

to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 17. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

Article 18. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

THE LOCAL GOVERNMENT

Name of the Local Government Travis County

By _____ Date _____

Typed or Printed Name and Title _____

ATTACHMENT A

Project Budget, Description and Work Responsibilities

The Local Government will pay for the cost of the installation of a traffic signal at RM 620 at the intersection of Home Depot/South Lake Medical, which is an on-system location. The Local Government's estimated cost of this additional work is estimated at \$40,342, including various construction items (listed in Exhibit A), engineering and contingencies and Indirect costs. The State has estimated the project to be as follows:

| Description | Total Estimate Cost | Federal Participation | | State Participation | | Local Participation | |
|--|---------------------|-----------------------|------|---------------------|----------|---------------------|----------|
| | | % | Cost | % | Cost | % | Cost |
| CONSTRUCTION COSTS | | | | | | | |
| Construction of Traffic Signal | \$52,635 | 0% | \$0 | | \$12,293 | | \$40,342 |
| Subtotal | \$52,635 | | \$0 | | \$12,293 | | \$40,342 |
| Direct State Costs (including design, inspection and oversight) (5%) | \$2,579 | 0% | \$0 | 100% | \$2,579 | 0% | \$0 |
| Indirect State Costs (no local participation required except for service projects) (4.21%) | \$0 | 0% | \$0 | 0% | \$0 | 100% | \$0 |
| TOTAL | \$55,214 | \$0 | | \$14,872 | | \$40,342 | |
| | | | | | | | |

Direct State Cost will be based on actual charges.

Local Government's Participation (100%) = \$40,342

It is further understood that the State will include only those items for the improvements as requested and required by the Local Government. This is an estimate only; final participation amounts will be based on actual charges to the project.

Work Responsibilities

1. Engineering Services

- a. The State shall prepare or cause to be prepared the engineering plans, specifications, and estimates (P.S. & E.) necessary for the development of the Project.

- b. The engineering plans shall be developed in accordance with the Roadway Design Manual, the current edition of the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges and the Texas Accessibility Standards.

2. Construction Responsibilities

The construction of the modification of the signal will be performed under current State project non-site specific signal contract.

Exhibit A

| Item | Description | Unit | Quantity | | Price | Amount |
|------|--|------|----------|-------------|---------|------------|
| | | | TxDOT | Local Gov't | | |
| 502 | Barricades, Signs and Traffic Handling | MO | | 2 | \$ 2900 | \$ 5800.00 |
| 531 | Ramp and Landing (special) | EA | | 2 | \$ 2000 | \$ 4000.00 |
| 531 | Ramp and Landing (Type 5) | EA | 2 | | \$ 3000 | \$ 6000.00 |
| 618 | Conduit(PVC)(SHCD 40)(2") | LF | | 72 | \$ 7 | \$ 504.00 |
| 618 | Conduit(PVC)(SHCD 40)(3") | LF | | 22 | \$ 8 | \$ 176.00 |
| 620 | Elec Conductor (No. 8) Bare | LF | | 92 | \$ 1 | \$ 92.00 |
| 620 | Elec Conductor (No. 8) Ins. | LF | | 284 | \$ 2 | \$ 568.00 |
| 416 | Fnd for Traf Sig(Ty A)(36in drl shft) | LF | | 13 | \$ 185 | \$ 2405.00 |
| 624 | Ground Box w/ Apron (Type A) | EA | 2 | 1 | \$ 450 | \$ 1350.00 |
| 666 | 12" (W) Solid Pavement Marking | LF | 138 | 307 | \$ 9 | \$ 4005.00 |
| 666 | 24" (W) Solid Pavement Marking | LF | | 28 | \$ 16 | \$ 448.00 |
| 666 | (W) (Arrow) Pavement Marking | EA | | 1 | \$ 300 | \$ 300.00 |
| 666 | (W) (Dbl Arrow) Pavement Marking | EA | | 2 | \$ 450 | \$ 900.00 |
| 666 | Elim Exist Pvmnt Mrkng (Arrow) | EA | | 1 | \$ 210 | \$ 210.00 |
| 666 | Elim Exist Pvmnt Mrkng (Word) | EA | | 1 | \$ 236 | \$ 236.00 |
| 666 | Pav Surf Prep for Mrk (12") | LF | | 445 | \$ 0.75 | \$ 334.00 |
| 666 | Pav Surf Prep for Mrk (24") | LF | | 28 | \$ 1 | \$ 28.00 |
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Total \$ 52,635.00



Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

October 3, 2007

Travis County
0914-00-237
RM 620 at Home Depot/South Lake Medical

Joe Gieselman
Executive Manager
Travis County
P.O. Box 1748
Austin, Texas 78767-1748

Dear Mr. Gieselman:

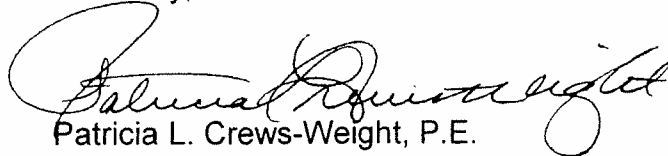
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If you have any questions, please contact me at 832-7050.

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Patricia L. Crews-Weight, P.E.
Director of Design

Attachments

cc: Don Nyland, P.E., Area Engineer
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**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
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The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

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Unless otherwise specifically stated in Attachment A, Project Budget and Description, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.

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In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within 30 days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accord with Article 11 - Termination. If this is a fixed price agreement as specified in Attachment A, Project Budget and Description, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.

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Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

Article 11. Termination

This agreement may be terminated in the following manner:

- ◆ by mutual written agreement and consent of both parties;
- ◆ by either party upon the failure of the other party to fulfill the obligations set forth herein;
- ◆ by the State if it determines that the performance of the Project is not in the best interest of the State.

If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

- ◆ Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

Article 12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

| Local Government: | State: |
|--|---|
| Joe Gieselman Executive Manager Travis County P.O. Box 1748 Austin, Texas 78767-1748 | Austin District Engineer P.O. Drawer 15426 Austin, Texas 78761-5426 |

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 13. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

Article 14. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

Article 15. Amendments

By mutual written consent of the parties, this contract may be amended prior to its expiration.

Article 16. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee,

to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 17. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

Article 18. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

THE LOCAL GOVERNMENT

Name of the Local Government Travis County

By _____ Date _____

Typed or Printed Name and Title _____

ATTACHMENT A

Project Budget, Description and Work Responsibilities

The Local Government will pay for the cost of the installation of a traffic signal at RM 620 at the intersection of Home Depot/South Lake Medical, which is an on-system location. The Local Government's estimated cost of this additional work is estimated at \$40,342, including various construction items (listed in Exhibit A), engineering and contingencies and Indirect costs. The State has estimated the project to be as follows:

| Description | Total Estimate Cost | Federal Participation | | State Participation | | Local Participation | |
|--|---------------------|-----------------------|------|---------------------|----------|---------------------|----------|
| | | % | Cost | % | Cost | % | Cost |
| CONSTRUCTION COSTS | | | | | | | |
| Construction of Traffic Signal | \$52,635 | 0% | \$0 | | \$12,293 | | \$40,342 |
| Subtotal | \$52,635 | | \$0 | | \$12,293 | | \$40,342 |
| Direct State Costs (including design, inspection and oversight) (5%) | \$2,579 | 0% | \$0 | 100% | \$2,579 | 0% | \$0 |
| Indirect State Costs (no local participation required except for service projects) (4.21%) | \$0 | 0% | \$0 | 0% | \$0 | 100% | \$0 |
| TOTAL | \$55,214 | | \$0 | | \$14,872 | | \$40,342 |
| | | | | | | | |

Direct State Cost will be based on actual charges.

Local Government's Participation (100%) = \$40,342

It is further understood that the State will include only those items for the improvements as requested and required by the Local Government. This is an estimate only; final participation amounts will be based on actual charges to the project.

Work Responsibilities

1. Engineering Services

- The State shall prepare or cause to be prepared the engineering plans, specifications, and estimates (P.S. & E.) necessary for the development of the Project.

- b. The engineering plans shall be developed in accordance with the Roadway Design Manual, the current edition of the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges and the Texas Accessibility Standards.

2. Construction Responsibilities

The construction of the modification of the signal will be performed under current State project non-site specific signal contract.

Exhibit A

| Item | Description | Unit | Quantity | | Price | Amount |
|------|--|------|----------|-------------|---------|------------|
| | | | TxDOT | Local Gov't | | |
| 502 | Barricades, Signs and Traffic Handling | MO | | 2 | \$ 2900 | \$ 5800.00 |
| 531 | Ramp and Landing (special) | EA | | 2 | \$ 2000 | \$ 4000.00 |
| 531 | Ramp and Landing (Type 5) | EA | 2 | | \$ 3000 | \$ 6000.00 |
| 618 | Conduit(PVC)(SHCD 40)(2") | LF | | 72 | \$ 7 | \$ 504.00 |
| 618 | Conduit(PVC)(SHCD 40)(3") | LF | | 22 | \$ 8 | \$ 176.00 |
| 620 | Elec Conductor (No. 8) Bare | LF | | 92 | \$ 1 | \$ 92.00 |
| 620 | Elec Conductor (No. 8) Ins. | LF | | 284 | \$ 2 | \$ 568.00 |
| 416 | Fnd for Traf Sig(Ty A)(36in drl shft) | LF | | 13 | \$ 185 | \$ 2405.00 |
| 624 | Ground Box w/ Apron (Type A) | EA | 2 | 1 | \$ 450 | \$ 1350.00 |
| 666 | 12" (W) Solid Pavement Marking | LF | 138 | 307 | \$ 9 | \$ 4005.00 |
| 666 | 24" (W) Solid Pavement Marking | LF | | 28 | \$ 16 | \$ 448.00 |
| 666 | (W) (Arrow) Pavement Marking | EA | | 1 | \$ 300 | \$ 300.00 |
| 666 | (W) (Dbl Arrow) Pavement Marking | EA | | 2 | \$ 450 | \$ 900.00 |
| 666 | Elim Exist Pvmnt Mrkng (Arrow) | EA | | 1 | \$ 210 | \$ 210.00 |
| 666 | Elim Exist Pvmnt Mrkng (Word) | EA | | 1 | \$ 236 | \$ 236.00 |
| 666 | Pav Surf Prep for Mrk (12") | LF | | 445 | \$ 0.75 | \$ 334.00 |
| 666 | Pav Surf Prep for Mrk (24") | LF | | 28 | \$ 1 | \$ 28.00 |
| 666 | Pav Surf Prep for Mrk (Arrow) | EA | | 1 | \$ 31 | \$ 31.00 |
| 666 | Pav Surf Prep for Mrk (Dbl Arrow) | EA | | 2 | \$ 65 | \$ 130.00 |
| 680 | Install of Hwy Traf Sig (Isolated) | EA | | 1 | \$ 1000 | \$ 1000.00 |
| 682 | Backplate (3 Sec) (12in) | EA | | 1 | \$ 80 | \$ 80.00 |
| 682 | Backplate (4 Sec) (12in) | EA | | 2 | \$ 85 | \$ 170.00 |
| 682 | Backplate (5 Sec) (12in) | EA | | 1 | \$ 90 | \$ 90.00 |
| 682 | Ped Sig Sec (2 in 1 Indication) LED | EA | 2 | 4 | \$ 350 | \$ 2100.00 |
| 682 | Veh Sig Sec (12in) LED (Green) | EA | | 4 | \$ 250 | \$ 1000.00 |
| 682 | Veh Sig Sec (12in) LED (Red) | EA | | 4 | \$ 250 | \$ 1000.00 |
| 682 | Veh Sig Sec (12in) LED (Yellow) | EA | | 4 | \$ 250 | \$ 1000.00 |
| 682 | Veh Sig Sec (12in) LED (Ylw Arw) | EA | | 1 | \$ 225 | \$ 225.00 |
| 682 | Veh Sig Sec (12in) LED (Grn Arw) | EA | | 3 | \$ 225 | \$ 675.00 |
| 684 | Trf Sig Cbl(TYA)(5 cond)(14 awg) | LF | 492 | 500 | \$ 2 | \$ 1984.00 |
| 684 | Trf Sig Cbl(TYC)(2 cond)(14 awg) | LF | 356 | 300 | \$ 0.75 | \$ 492.00 |
| 686 | Ins Trf Sg Pl Am (S) (Lum Arm) (8') | EA | | 1 | \$ 250 | \$ 250.00 |
| 686 | Sig Pole Asm(Stl) Mast Arm (Install) | EA | | 1 | \$ 1000 | \$ 1000.00 |
| 687 | Ped Pole Assembly | EA | 1 | 2 | \$ 2000 | \$ 6000.00 |
| 688 | Ped Detect (Push Button) | EA | 2 | 4 | \$ 100 | \$ 600.00 |
| 6266 | VIVDS Comm. Cable (Coax) | LF | | 229 | \$ 5 | \$ 1145.00 |

| | State Furnished Materials | Unit | Quantity | | Price | Amount |
|-----|---|------|----------|---|---------|------------|
| 686 | Traf Signal Pole (Mast Arm) 48' SMA-80mph | EA | | 1 | \$ 4707 | \$ 4707.00 |
| | Iiteris Camera & Hardware | EA | | 1 | \$ 1600 | \$ 1600.00 |

Total \$ 52,635.00

Indemnification Agreement

This Agreement is entered into by and between Riverwild, L.P. ("DEVELOPER") and Travis County, Texas, a political subdivision of the State of Texas ("COUNTY"), hereinafter collectively referred to as the "Parties".

WHEREAS, the DEVELOPER and the Texas Department of Transportation ("TxDOT") have agreed to construct or install the improvements to the state highway system described in the Advanced Funding Agreement ("AFA") between the COUNTY and TxDOT, which is attached hereto as Exhibit A and incorporated herein for all purposes ("The Project"); and

WHEREAS the DEVELOPER has agreed with TxDOT to pay all costs of the Project; and

WHEREAS, because TxDOT's policy is to accept money for projects to improve state highways only from local governments,, the DEVELOPER has requested the COUNTY to accept payment from the DEVELOPER and pass it through to TxDOT pursuant to the AFA; and

WHEREAS, to induce the COUNTY to enter into the AFA and for other consideration, the DEVELOPER has agreed to assume the obligations and liability that TxDOT imposes on the COUNTY pursuant to the AFA;

NOW, THEREFORE, the Parties agree as follows:

The DEVELOPER and the COUNTY anticipate that the COUNTY and TxDOT will enter into the AFA.

Prior to the COUNTY executing the AFA, the DEVELOPER shall:

pay the COUNTY the amount estimated by TxDOT \$ 40,342.00, and any other sums the AFA may specify as the COUNTY's share of the projects total cost ("Estimated Costs"); and

either pay in cash, or post with the COUNTY in a form acceptable to the COUNTY a letter credit or credit for and additional amount equal to 10% of the Estimated Costs ("Fiscal Security"). The COUNTY may draw fully or partially on the Fiscal Security to satisfy any of the DEVELOPER's obligations under this Agreement. The posting of Fiscal Security does not in any way limit the DEVELOPER's liability or obligation under this Agreement to pay any sum in excess of the Fiscal Security.

The DEVELOPER and the COUNTY agree that, if the COUNTY and TxDOT execute an AFA on substantially the same terms as that attached here as Exhibit A, then:

The COUNTY shall pay to TxDOT the Estimated Total Cost of Project to TxDOT pursuant to the AFA; and

The DEVELOPER shall:

perform all work, mitigation, or remediation, and produce and provide to TxDOT all plans, specifications, designs, schedules, estimates, permits, approvals, clearances, maps, property descriptions, or other data, documentation or work products that TxDOT asserts that the AFA obligates the COUNTY to produce, perform or provide; and

within 10 days of a written request from the COUNTY, pay to the COUNTY all monetary sums and indemnify the COUNTY against any and all claims of whatever kind or character for which TxDOT asserts that the COUNTY is liable or obligated to pay under the AFA.

This is an unconditional agreement to indemnify the COUNTY for any liability or obligation that TxDOT asserts or imposes upon the COUNTY under the AFA. If TxDOT asserts that the COUNTY is obligated to perform an act or pay a sum under the AFA, the COUNTY shall not be required to deny, challenge, or litigate that obligation or requirement prior to imposing it upon the DEVELOPER, drawing upon the Fiscal Security, or otherwise enforcing this agreement, and the DEVELOPER may not assert the failure or refusal of the COUNTY to so deny, challenge, or litigate as a defense or condition to meeting the requirements of this Agreement.

Upon TxDOT notifying the COUNTY in writing that the project is complete and that the COUNTY has no more obligations to TxDOT under the AFA, the COUNTY shall release any remaining Fiscal Security and refund to the DEVELOPER any of the Estimated Costs or other money that TxDOT refunds to the COUNTY under the AFA

Miscellaneous

Any notice given hereunder by any Party to another must be in writing and may be effected by personal delivery or by certified mail, return receipt requested, when mailed to the appropriate addresses specified, with copies, as noted below:

County: Joe Gieselman (or successor)
Executive Manager, TNR
PO BOX 1748
Austin, TX 78767

Copy to: David Escamilla (or successor)
Travis County Attorney
PO BOX 1748
Austin, TX 78767
Attn: File No. 163.1599

Developer: William J. Maddux.
13200 Bee Cave Parkway
Bee Cave Texas 78738

Copy to: None

The Parties may change their respective address for purposes of giving notice by giving at least five days written notice of the new address to the other Party. If any date or period provided in the Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period shall be extended to the next business day.

- (a) As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number will each be deemed to include the others.
- (b) This Agreement contains the complete and entire Agreement between the Parties respecting the Project, and supersedes all prior negotiations, agreement, representations, and understanding, if any, between the Parties. This Agreement may not be modified, discharged, or changed except by a further written agreement, duly executed by the Parties. However, any consent, waiver, approval, or any other authorization will be effective if signed by the Party granting or making such consent, waiver, approval, or authorization.
- (c) No official, representative, agent, or employee of the County has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the commissioners' court of the County.
- (d) The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- (e) If performance by any Party of any obligation under this Agreement is interrupted or delayed by reason of unforeseeable event beyond its control, whether such event is an act of God or the common enemy, or the result of war, riot, civil commotion, sovereign conduct other than acts of the County under this Agreement, or the act or conduct of any person or persons not a party or privy hereto, then such Party will be excused from such performance for such period of time as may be necessary after such occurrence to remedy the effects thereof.
- (f) To the extent allowed by law, each Party will be responsible for, and will indemnify and hold harmless the other Parties, their officers, agents, and employees, from any and all claims, losses, damages, causes of action, lawsuits, or liability resulting from, the indemnifying Party's acts or omissions of negligence or misconduct or in breach of this Agreement, including but not limited to claims for liquidated damages, delay damages, demobilization or remobilization costs, or claims arising from inadequacies, insufficiencies, or mistakes in the plans and specifications and other work products or any other materials or services a Party provides under this Agreement. Each Party will promptly notify the others of any claim asserted by or against it for damages or other relief in connection with this Agreement.
- (g) The Parties acknowledge that in the event of default or any obligation under this Agreement, remedies at law will be inadequate and that, in addition to any other remedy at law or in equity, each Party will be entitled to seek specific performance of this Agreement. The DEVELOPER agrees to

pay and the COUNTY shall be entitled to recover reasonable attorney's fee and other collection costs if the COUNTY refers collection of a sum owed under or enforcement of this Agreement to an attorney.

(h) This Agreement will be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Travis County, Texas. Any suit pursued relating to this Agreement will be filed in a court of Travis County, Texas.

(i) Ant clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective will not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof will be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

(j) This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns. No Party may assign its rights or obligations under this Agreement without the written consent of the other Party.

(k) Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, right, or remedies under, or by reason of this agreement.

(l) This Agreement is effective upon execution by all Parties. This Agreement may be executed simultaneously in one or several counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. The terms of this Agreement will become binding upon each Party from and after the time that it executes a copy hereof. In like manner, from and after the time it executes a consent or other document authorized or required by the terms of this Agreement, such consent or other document will be binding on each party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in, multiple copies, each of equal dignity, on this ____ day of _____, 2006.

TRAVIS COUNTY, TEXAS

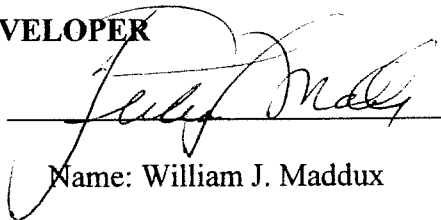
By:

Samuel T. Biscoe, County Judge

Date:

DEVELOPER

By: _____

A handwritten signature in cursive script, appearing to read "William J. Maddux", is written over a horizontal line.

Name: William J. Maddux

Title: Individual

Date:

Indemnification Agreement

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WHEREAS, the DEVELOPER and the Texas Department of Transportation ("TxDOT") have agreed to construct or install the improvements to the state highway system described in the Advanced Funding Agreement ("AFA") between the COUNTY and TxDOT, which is attached hereto as Exhibit A and incorporated herein for all purposes ("The Project"); and

WHEREAS the DEVELOPER has agreed with TxDOT to pay all costs of the Project; and

WHEREAS, because TxDOT's policy is to accept money for projects to improve state highways only from local governments,, the DEVELOPER has requested the COUNTY to accept payment from the DEVELOPER and pass it through to TxDOT pursuant to the AFA; and

WHEREAS, to induce the COUNTY to enter into the AFA and for other consideration, the DEVELOPER has agreed to assume the obligations and liability that TxDOT imposes on the COUNTY pursuant to the AFA;

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pay the COUNTY the amount estimated by TxDOT \$ 40,342.00, and any other sums the AFA may specify as the COUNTY's share of the projects total cost ("Estimated Costs"); and

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The DEVELOPER and the COUNTY agree that, if the COUNTY and TxDOT execute an AFA on substantially the same terms as that attached here as Exhibit A, then:

The COUNTY shall pay to TxDOT the Estimated Total Cost of Project to TxDOT pursuant to the AFA; and

The DEVELOPER shall:

perform all work, mitigation, or remediation, and produce and provide to TxDOT all plans, specifications, designs, schedules, estimates, permits, approvals, clearances, maps, property descriptions, or other data, documentation or work products that TxDOT asserts that the AFA obligates the COUNTY to produce, perform or provide; and

within 10 days of a written request from the COUNTY, pay to the COUNTY all monetary sums and indemnify the COUNTY against any and all claims of whatever kind or character for which TxDOT asserts that the COUNTY is liable or obligated to pay under the AFA.

This is an unconditional agreement to indemnify the COUNTY for any liability or obligation that TxDOT asserts or imposes upon the COUNTY under the AFA. If TxDOT asserts that the COUNTY is obligated to perform an act or pay a sum under the AFA, the COUNTY shall not be required to deny, challenge, or litigate that obligation or requirement prior to imposing it upon the DEVELOPER, drawing upon the Fiscal Security, or otherwise enforcing this agreement, and the DEVELOPER may not assert the failure or refusal of the COUNTY to so deny, challenge, or litigate as a defense or condition to meeting the requirements of this Agreement.

Upon TxDOT notifying the COUNTY in writing that the project is complete and that the COUNTY has no more obligations to TxDOT under the AFA, the COUNTY shall release any remaining Fiscal Security and refund to the DEVELOPER any of the Estimated Costs or other money that TxDOT refunds to the COUNTY under the AFA

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Travis County Attorney
PO BOX 1748
Austin, TX 78767
Attn: File No. 163.1599

Developer: William J. Maddux.
13200 Bee Cave Parkway
Bee Cave Texas 78738

Copy to: None

The Parties may change their respective address for purposes of giving notice by giving at least five days written notice of the new address to the other Party. If any date or period provided in the Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period shall be extended to the next business day.

(a) As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number will each be deemed to include the others.

(b) This Agreement contains the complete and entire Agreement between the Parties respecting the Project, and supersedes all prior negotiations, agreement, representations, and understanding, if any, between the Parties. This Agreement may not be modified, discharged, or changed except by a further written agreement, duly executed by the Parties. However, any consent, waiver, approval, or any other authorization will be effective if signed by the Party granting or making such consent, waiver, approval, or authorization.

(c) No official, representative, agent, or employee of the County has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the commissioners' court of the County.

(d) The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(e) If performance by any Party of any obligation under this Agreement is interrupted or delayed by reason of unforeseeable event beyond its control, whether such event is an act of God or the common enemy, or the result of war, riot, civil commotion, sovereign conduct other than acts of the County under this Agreement, or the act or conduct of any person or persons not a party or privy hereto, then such Party will be excused from such performance for such period of time as may be necessary after such occurrence to remedy the effects thereof.

(f) To the extent allowed by law, each Party will be responsible for, and will indemnify and hold harmless the other Parties, their officers, agents, and employees, from any and all claims, losses, damages, causes of action, lawsuits, or liability resulting from, the indemnifying Party's acts or omissions of negligence or misconduct or in breach of this Agreement, including but not limited to claims for liquidated damages, delay damages, demobilization or remobilization costs, or claims arising from inadequacies, insufficiencies, or mistakes in the plans and specifications and other work products or any other materials or services a Party provides under this Agreement. Each Party will promptly notify the others of any claim asserted by or against it for damages or other relief in connection with this Agreement.

(g) The Parties acknowledge that in the event of default or any obligation under this Agreement, remedies at law will be inadequate and that, in addition to any other remedy at law or in equity, each Party will be entitled to seek specific performance of this Agreement. The DEVELOPER agrees to

pay and the COUNTY shall be entitled to recover reasonable attorney's fee and other collection costs if the COUNTY refers collection of a sum owed under or enforcement of this Agreement to an attorney.

(h) This Agreement will be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Travis County, Texas. Any suit pursued relating to this Agreement will be filed in a court of Travis County, Texas.

(i) Ant clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective will not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof will be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

(j) This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns. No Party may assign its rights or obligations under this Agreement without the written consent of the other Party.

(k) Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, right, or remedies under, or by reason of this agreement.

(l) This Agreement is effective upon execution by all Parties. This Agreement may be executed simultaneously in one or several counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. The terms of this Agreement will become binding upon each Party from and after the time that it executes a copy hereof. In like manner, from and after the time it executes a consent or other document authorized or required by the terms of this Agreement, such consent or other document will be binding on each party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in, multiple copies, each of equal dignity, on this ____ day of _____, 2006.

TRAVIS COUNTY, TEXAS

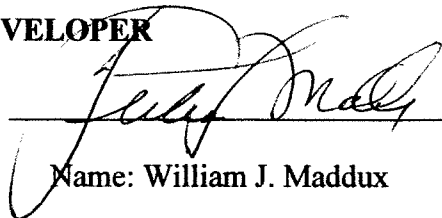
By:

Samuel T. Biscoe, County Judge

Date:

DEVELOPER

By: _____

A handwritten signature in black ink, appearing to read "William J. Maddux", is written over a horizontal line.

Name: William J. Maddux

Title: Individual

Date:

7

Travis County Commissioners Court Agenda Request

Voting Session 5/20/08
(Date)

Work Session _____
(Date)

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

B. Requested Text:

**Consider and take appropriate action on the use of alternative fiscal for
Canyons at Lake Travis - a subdivision in Precinct 3.**

C. Approved by: _____
Commissioner Gerald Daugherty, Precinct 3

II. A. Is backup material attached*: Yes X No _____

*Any backup material to be presented to the court must be submitted with this Agenda Request (original and 8 copies).

B. Have the agencies affected by this request been invited to attend the Work Session?

Yes X No _____ Please list those contacted and their phone numbers:

Anna Bowlin - 854-9383

Chris Gilmore

- 854-9415

Teresa Calkins- 854-9383

Joe Arriaga

- 854-9383

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

____ Additional funding for any department or for any purpose

____ Transfer of existing funds within or between any line item budget

____ Grant

Human Resources Department (473-9165)

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

Purchasing Office (473-9700)

____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)

____ Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
(512) 854-4649

MEMORANDUM

Date: May 9, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Division Director - Development Services

SUBJECT: **Consider and take appropriate action on the use of alternative fiscal for Canyons at Lake Travis - a subdivision in Precinct 3.**

Summary and Staff Recommendation:

The developer of the subject subdivision requests to have the plat held in abeyance while the street and drainage facilities are constructed. As you may recall, October 30, 2007 three variances were approved on that date: 30-3-191(A) Sidewalks, 30-2-151 Street Alignment, and 30-2-158 Subdivision Access Streets. Then, on February 5, 2008 the preliminary plan was approved. TNR staff recommends approval of the proposed motion to use alternative fiscal for this project.

Budgetary and Fiscal Impacts:

There are no budgetary and/or fiscal impacts. Fiscal is posted for restoration of disturbed areas should construction not be completed. Fiscal will be posted in the form of two Cash Security Agreements.

Issues and Opportunities:

Under Alternative Fiscal the Executive Manager of TNR holds the plat in abeyance and, upon completion of the items listed below, the Division Director of Planning and Engineering Services authorizes the issuance of a Basic Development Permit for construction of streets and drainage facilities.

Plat Status

Staff has reviewed the plat and all comments have been addressed. It meets current standards and has everything in place such that it could be recommended for approval and recordation at this time.

Restoration/Erosion Control Fiscal

The fiscal for the subdivision's restoration has been posted with City of Austin in the form of a letter of credit in the amount of \$141,122.00.

Boundary Street Fiscal/Access to Publicly Maintained Road

The Canyons at Lake Travis takes access from RM 620, a street currently maintained by the State of Texas.

Waste Water Service

Wastewater will be private on-site septic facilities.

Construction Plans and Engineer's Estimate of Construction Cost Approved

All comments by Travis County staff have been addressed and the reviewer is prepared to sign the cover sheets of the plans and issue permit #07-3655. The estimated cost of the improvements is \$1,512,457.00, which includes all costs related (including temporary erosion controls, etc.) to construct all streets and drainage facilities (including all structures contributing to the total detention required, if any).

The developer has signed the attached statement acknowledging that this action does not imply or guarantee plat approval by the Commissioners Court and that he/she understands the constraints related to the use of Alternate Fiscal. An Extension of Sixty-Day Period for Completed Plat Application Final Action is also included.

Background:

Canyons at Lake Travis will cover 126.161 acres, contain 71 total lots, and have 6,646 linear feet of private streets.

Required Authorizations:

No additional authorizations are required.

Exhibits:

Alternate Fiscal Acknowledgments
Exhibit "A" – Description
Extension of Sixty-Day Period
Maps (3)

PS:AB:ps

1102 Canyons at Lake Travis
1105

Exhibit 82.401 (D)

(d) Alternative Fiscal Policy Request and Acknowledgement

STATE OF TEXAS §

COUNTY OF TRAVIS §

TO THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

The undersigned Owner proposes to subdivide that certain tract of land more particularly described in **Exhibit "A"**, which is attached hereto and made a part hereof. The Owner requests that Travis County's Transportation and Natural Resources Department ("TNR") hold the proposed plat of land in abeyance until all of the proposed subdivision improvements have been constructed to Travis County Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards") to the satisfaction of the Executive Manager of TNR. In order to qualify for this Alternative Fiscal Policy, the proposed subdivision must meet the access criteria set forth in the Standards.

Under this Policy, the Owner is not required to post fiscal Security to secure the construction of the Improvements, but is required to obtain a Travis County Development Permit. The owner will be required to post fiscal for boundary streets improvements if they are not to be completed during the construction of the Improvements. Additionally, the Owner shall file Security with the submitted Final Plat to secure restoration of disturbed areas should construction not be completed.

Upon satisfactory completion of the Improvements, the submitted plat shall be forwarded by TNR to the Commissioners Court for approval and recording.

If the Owner elects to proceed under this option, the Owner acknowledges and agrees that, until the plat is filed, the Owner may not use the proposed subdivision's description in a contract to convey real property, unless the conveyance is expressly contingent on the recording and approval of the final plat and the purchaser is not given the use or the occupancy of the real property before the recording of the final plat, under penalty of prosecution under Section 12.002 of the Texas Property Code. In addition, the approval of Alternative Fiscal in no way constitutes approval of the proposed plat.

If the plat is to be approved and filed, the Owner must post Security in the amount of 10% of the cost of the completed Improvements to secure the performance of the construction of the Improvements for one year from the date of the approval of the plat and acceptance of the construction by the County.

Alternative Fiscal

Executed this 21st day of April, 2008.

OWNER: CW Capital Fund One, LLC,
a Delaware limited liability company

BY: Coronado West, Inc., an Arizona corporation,
its Manager

By: [Signature] 8655 S. Priest Dr.
Address
Tempe, AZ 85284
City, State
(480) 820-0977
Phone
(480) 839-5859
Fax

Name: John E. Cork
Title: President
Authorized Representative

ACKNOWLEDGEMENT

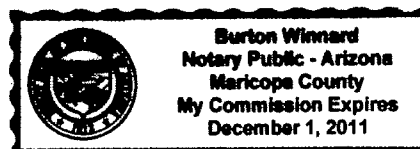
STATE OF ~~TEXAS~~ Arizona §
COUNTY OF ~~TRAVIS~~ Maricopa §

This instrument was acknowledged before me on the 21st day of April, 2008, by
John E. Cork in the capacity stated herein.

[Signature]
Notary Public in and for the State of Arizona

Burton Winnard
Printed or typed name of notary

My Commission Expires: 12-1-11



Alternative Fiscal

TRAVIS COUNTY, TEXAS:

By: _____
County Judge

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me by County Judge Samuel T. Biscoe, on the _____
day of _____, 2008, in the capacity stated herein.

Notary Public in and for the State of Texas

Printed or typed name of notary
My commission expires: _____

Exhibit "A"

FIELD NOTE DESCRIPTION OF 120.775 ACRES OF LAND, BEING 5.95 ACRES, MORE OR LESS, OUT OF THE C.F. MERWIN SURVEY NO. 184, AND 16.20 ACRES, MORE OR LESS, OUT OF THE TYLER TAP RAILROAD SURVEY NO. 163, AND 98.625 ACRES, MORE OR LESS, OUT OF THE LEONARD ECK SURVEY NO. 164, ALL IN TRAVIS COUNTY, TEXAS, AND BEING THAT SAME (120.775 ACRE) TRACT OF LAND CONVEYED TO KEY ENTERPRISES, INC. IN A DEED AS RECORDED IN VOLUME 13293 PAGE 1133 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SAME BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/4" iron pipe found in the occupied common line of the C.F. Merwin Survey No. 184 and the Tyler Tap Railroad Survey No. 163, for the most Southeast corner of that certain (120.775 acre) tract of land conveyed to Key Enterprises, Inc. in a deed as recorded in Volume 13293 Page 1133 of the Real Property Records of Travis County, Texas, and being the Northeast corner of Lot 63, Apache Shores First Installment, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 43 Page 29 of the Plat Records of Travis County, Texas, and the Northwest corner of Lot 64 of said Apache Shores First Installment, and being in the South line of Lot 8, Block B, Windmill Bluff Estates, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 76 Pages 151-153 of the Plat Records of Travis County, Texas, same being the most Southeast corner and **PLACE OF BEGINNING** of the herein described tract;

THENCE with the occupied common line of said C.F. Merwin Survey and said Tyler Tap Railroad Survey, and with the common line of said Key Enterprises (120.775 acre) tract and said Apache Shores First Installment, N 60 deg. 22' 39" W 2532.57 ft. to a 1/2" iron rod found in the common occupied line of the Leonard Eck Survey No. 164 and said Tyler Tap Railroad Survey, for the Northwest corner of Lot 439 of said Apache Shores First Installment and being a ELL corner of said Key Enterprises (120.775 acre) tract, same being a ELL corner of this tract;

THENCE leaving the occupied common line of said Leonard Eck Survey and Tyler Tap Railroad Survey, with the common line of said Apache Shores First Installment and said Key Enterprises (120.775 acre) tract, S 29 deg. 38' 34" W at 374.22 ft. pass a 3/4" iron pipe found, and continuing along the same course for a total distance of 1073.42 ft. to a 3/4" iron pipe found in the North right-of-way of General Williamson Drive for a corner of said Key Enterprises (120.775 acre) tract, and being the Southwest corner of Lot 1 of said Apache Shores First Installment, same being a corner of this tract;

THENCE with the North right-of-way of General Williamson Drive, N 57 deg. 48' 42" W 667.33 ft. to a 1/2" iron rod found for the South corner of Lot 121, Cardinal Hills Estates Unit 16, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 54 Page 8 of the Plat Records of Travis County, Texas, and being the most Southwest corner of this tract, and from which a 3/4" iron pipe found bears S 29 deg. 38' 42" W 62.69 ft.;

THENCE with the common line of said Cardinal Hills Estates Unit 16 and said Key Enterprises (120.775 acre) tract, the following four (4) courses:

- 1) N 29 deg. 35' 48" E at 2.67 ft. pass a 3/4" iron pipe found, and continuing along the same course for a total distance of 311.32 ft. to a 60D nail found for the Southerly common corner of Lot 121 and Lot 52;
- 2) N 29 deg. 41' 57" E 309.27 ft. to a 1/2" iron rod found for the South corner of Blanchard Drive;
- 3) N 29 deg. 33' 44" E at 60.77 ft. pass a 1/2" iron rod found in the North right-of-way of said Blanchard Drive, and at 981.75 ft. pass a 1/2" iron rod found for the South corner of Julie Lane, and at 1041.94 ft. pass a 1/2" iron rod found in the North right-of-way of Julie Lane, and continuing along the same course for a total distance of 1265.75 ft. to a 3/4" iron pipe found;
- 4) N 29 deg. 35' 21" E at 77.06 ft. pass a 1/2" iron rod found for the South corner of Richardson Drive, and at 137.11 ft. pass a 1/2" iron rod found in the North right-of-way of Richardson Drive, and continuing along the same course for a total distance of 272.37 ft. to a 3/4" iron pipe found for the most Easterly corner of Lot 26 of said Cardinal Hills Estates Unit 16, and being in the Southwest line of that certain (9.18 acre) tract of land conveyed to Lester Suber by deed recorded in Volume 1948 Page 330 of the Deed Records of Travis County, Texas, and being the westerly Northwest corner of said Key Enterprises (120.775 acre) tract, same being the westerly Northwest corner of this tract, and from which a 3/4" iron pipe found in the North line of said Lot 26 bears N 54 deg. 34' 35" W 76.02 ft.;

PAGE 2
(120.775 acres)

THENCE with the common line of said Suber (9.18 acre) tract and said Key Enterprises (120.775 acre) tract, the following two (2) courses:

- 1) S 54 deg. 07' 53" E 187.71 ft. to a 3/4" iron pipe found;
- 2) S 53 deg. 03' 40" E at 129.22 pass a 3/4" iron pipe found and continuing along the same course for a total distance of 384.26 ft. to a 1/2" iron rod found for the South common corner of that certain (0.72 acre) tract conveyed to Gerald Pease by deed recorded in Volume 8627 Page 193 of the Deed Records of Travis County, Texas, and that certain (8.603 acre) tract of land conveyed to William T. Moore, Jr. by deed recorded in Volume 6036 Page 2117 of the Deed Records of Travis County, Texas, same being a angle point of this tract;

THENCE with the common line of said Moore (8.603 acre) tract and said Key Enterprises (120.775 acre) tract, the following five (5) courses:

- 1) S 53 deg. 53' 55" E 126.11 ft. to a 3/4" iron pipe found;
- 2) S 71 deg. 37' 16" E 122.31 ft. to a 3/4" iron pipe found;
- 3) S 52 deg. 31' 00" E 85.45 ft. to a 3/4" iron pipe found;
- 4) S 55 deg. 14' 56" E 11.82 ft. to a 3/4" iron pipe found;
- 5) N 30 deg. 39' 56" E 777.94 ft. to a 1/2" iron rod found in the South right-of-way of Iowa Street, same being in the South line of Mountain View, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 4 Page 243 of the Plat Records of Travis County, Texas;

THENCE with the South right-of-way of Iowa Street and the Southline of said Mountain View, S 71 deg. 13' 00" E 31.01 ft. to an iron pin found for a point of intersection of the South right-of-way of Iowa Street and the East right-of-way of Port Arthur Street, same being a corner of this tract:

THENCE with the East right-of-way of Port Arthur Street, N 8 deg. 00' 00" E 78.81 ft. to a 3/4" iron pipe found for the South corner of that certain (2.89 acre) tract of land conveyed to M.B. Justice by deed recorded in Volume 10471 Page 338 of the Real Property Records of Travis County, Texas, same being a angle point of this tract;

THENCE with the common line of said Key Enterprises (120.775 acre) tract and said Justice (2.89 acre) tract, N 30 deg. 39' 56" E 666.07 ft. to a 3/4" iron pipe found for the Southwest corner of Lot 47, Highland Club Village Section One, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 15 Page 72 of the Plat Records of Travis County, Texas, and being a angle point of said Key Enterprises (120.775 acre) tract, same being a angle point of this tract:

THENCE with the common line of said Key Enterprises (120.775 acre) tract and said Highland Club Village Section One, the following six (6) courses:

- 1) S 60 deg. 30' 40" E 193.09 ft. to a 3/4" iron pipe found;
- 2) S 48 deg. 33' 40" E 119.98 ft. to a 3/4" iron pipe found;
- 3) S 6 deg. 50' 41" W 277.62 ft. to a 3/4" iron pipe found;
- 4) S 47 deg. 19' 40" W 34.24 ft. to a 3/4" iron pipe found;
- 5) S 42 deg. 42' 06" E at 150.05 ft. pass a 3/4" iron pipe found and continuing along the same course for a total distance of 155.85 ft. to a 1/2" iron rod found in the Southeast right-of-way of Lago Vista Drive;
- 6) N 47 deg. 17' 55" E 46.92 ft. to a 3/4" iron pipe found for the Southwest corner of the intersection of Lago Vista Drive and Highland Drive;

THENCE with the West right-of-way of Highland Drive and the West line of Highland Club Village Section Two, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 25 Page 32 of the Plat Records of Travis County, Texas, the following two (2) courses:

- 1) S 22 deg. 26' 38" E 285.37 ft. to a 3/4" iron pipe found;
- 2) S 18 deg. 17' 35" E 276.51 ft. to a 3/4" iron pipe found;

THENCE with the South right-of-way of Highland Drive, N 46 deg. 59' 04" E 55.26 ft. to a 3/4" iron pipe found for the Southwest corner of Lot 62 of said Highland Club Village Section Two, and being the Northwest corner of Lot 63. Addition to Highland Club Village Section Two, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 51 Page 37 of the Plat Records of Travis County, Texas, same being an angle point of this tract;

THENCE with the common line of said Lot 63 and said Key Enterprises (120.775 acre) tract, the following four (4) courses:

- 1) S 18 deg. 25' 54" E 52.26 ft. to a 3/4" iron pipe found;
- 2) S 19 deg. 36' 23" E 27.74 ft. to a 1/2" iron rod found;
- 3) N 71 deg. 46' 41" E 112.34 ft. to a 1/2" iron rod found;
- 4) N 18 deg. 13' 38" W at 80.32 ft. pass the record Easterly common corner of said Lot 63 and said Lot 62, and continuing with the common line of said Key Enterprises (120.775 acre) tract and said Highland Club Village Section Two along the same course for a total distance of 339.68 ft. to a 3/4" iron pipe found for a angle point of this tract;

PAGE 3
(120.775 acres)

THENCE with the common line of said Key Enterprises (120.775 acre) tract and said Highland Club Village Section Two, the following two (2) courses;

- 1) N 22 deg. 24' 32" W 221.81 ft. to a 3/4" iron pipe found;
- 2) N 53 deg. 53' 00" E 70.10 ft. to a 3/4" iron pipe found for the Southerly common corner of Lot 32 and Lot 33, and being the Northwest corner of that certain (0.293 acre) tract of land conveyed to Wallace by deed recorded in Volume 10776 Page 853 of the Real Property Records of Travis County, Texas, same being an angle point of this tract;

THENCE with the common line of said Wallace (0.293 acre) tract and said Key Enterprises (120.775 acre) tract, the following three courses;

- 1) S 24 deg. 50' 12" E 152.95 ft. to a 1/2" iron rod found;
- 2) N 54 deg. 01' 51" E 99.82 ft. to a 1/2" iron rod found;
- 3) N 36 deg. 05' 20" W 150.08 ft. to a 3/4" iron pipe found for the Northeast corner of said Wallace (0.293 acre) tract, and being the Southerly common corner of Lot 31 and Lot 32, same being an angle point of this tract;

THENCE continuing with the common line of said Key Enterprises (120.775 acre) tract and said Highland Club Village Section One, N 53 deg. 54' 41" E 210.10 ft. to a 3/4" iron pipe found for the Southerly common corner of Lot 28 and Lot 29, being for the most northerly corner of the Key Enterprises tract, and also being at the most southwesterly corner of that certain (16.599 acre) tract of land conveyed to R. Dale Johnson and Mary Jo Shearer Johnson in a deed as recorded in Volume 11729 Page 1575 of the Real Property Records of Travis County, Texas and being for the most northerly corner of this tract;

THENCE, with the common line of the Henry Key Enterprises (120.775 acre) tract, and the R. Dale Key Enterprises (16.599 acre) tract S 60 deg. 13' 32" E 493.00 ft. to a 1/2" iron rod found for the Westerly common corner of Lot 4 and Lot 5, block A, of the aforementioned Windmill Bluff Estates, and being in the occupied common line of the Leonard Eck Survey and the C.F. Merwin Survey, and being for the most northeasterly corner of this tract.

THENCE, with the occupied common line of the Leonard Eck Survey and said C.F. Merwin Survey, and with the common line of said Key Enterprises (120.775 acre) tract and said Windmill Bluff Estates, the following seven (7) courses;

- 1) S 30 deg. 46' 21" W 249.58 ft. to a 1/2" iron rod found,
- 2) S 30 deg. 47' 08" W 375.86 ft. to a 1/2" iron rod found,
- 3) S 30 deg. 33' 33" W 217.03 ft. to a 3/4" iron pipe found,
- 4) S 30 deg. 14' 00" W 290.29 ft. to a 1/2" iron rod found,
- 5) S 28 deg. 24' 14" W 376.03 ft. to a 1/2" iron rod found for a corner in the Northeast right-of-way of Cloudy Ridge Road;
- 6) S 28 deg. 52' 38" W 60.09 ft. to a 1/2" iron rod found for a corner in the Southwest right-of-way of Cloudy Ridge Road;
- 7) S 30 deg. 26' 00" W 18.71 ft. to a 3/4" iron pipe found,

THENCE, with the common line of the Key Enterprises (120.775 acre) tract and said Windmill Bluff Estates the following five (5) courses;

- 1) S 29 deg. 01' 00" W 552.99 ft. to a 3/4" iron pipe found,
- 2) S 40 deg. 09' 21" E 304.74 ft. to a 3/4" iron pipe found,
- 3) S 24 deg. 54' 52" E 502.95 ft. to a 3/4" iron pipe found,
- 4) S 26 deg. 55' 36" E 170.91 ft. to a 3/4" iron pipe found,
- 5) S 41 deg. 43' 10" E 72.92 ft. to the PLACE OF BEGINNING, containing 120.775 acres of land.

**EXHIBIT 82.201(C)
EXTENSION OF SIXTY-DAY PERIOD FOR
COMPLETED PLAT APPLICATION FINAL ACTION**

Date: April 21, 2008

Owner's Name and Address: CW Capital Fund One, LLC,
a Delaware limited liability company
BY: Coronado West, Inc., an Arizona corporation,
its Manager
BY: John E Cork, President
8655 S. Priest Dr.
Tempe, AZ 85284

Proposed Subdivision Name and Legal Description (the "Property"):

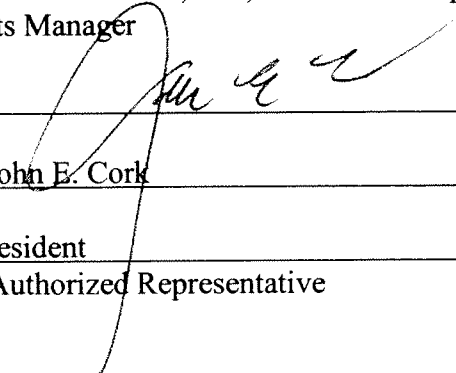
Canyons at Lake Travis, a Subdivision in Travis County, Texas.

The undersigned Owner and the Executive Manager of Travis County Transportation and Natural Resources Department hereby agree that the sixty (60) day period for final action to be taken on a Completed Plat Application for the Property is hereby extended by mutual agreement and without compulsion until the date that all subdivision requirements have been met to Travis County standards to the satisfaction of the Executive Manager of TNR.

Executed and affective as of the date set forth below.

OWNER: CW Capital Fund One, LLC,
a Delaware limited liability company

BY: Coronado West, Inc., an Arizona corporation,
its Manager

By: 

Name: John E. Cork

Title: President
Authorized Representative

8655 S. Priest Dr.
Address
Tempe, AZ 85284
City, State
(480) 820-0977
Phone
(480) 839-5859
Fax

EXTENSION OF SIXTY DAY PERIOD

ACKNOWLEDGEMENT

STATE OF TEXAS Arizona
COUNTY OF TRAVIS Maricopa

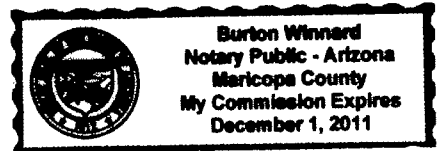
This instrument was acknowledged before me on the 21st day of April,
2008, by John E. Cork, President of Coronado West, Inc. known to me
personally or on the basis of an approved form of identification, in the capacity stated.

Burton Winnard

My Commission Expires:

Notary Public, State of Arizona 12-1-11
(Printed Name of Notary) Burton Winnard

EXHIBIT 82.201(C)
EXTENSION OF SIXTY DAY PERIOD – PAGE 2 OF 2



Travis County

By:

[Signature]
Executive Manager
Travis County Transportation and Natural Resources Department

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

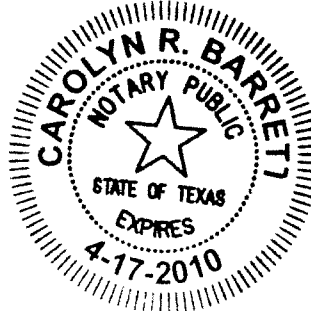
This instrument was acknowledged before me on the 13th day of May,
2008, by Joseph Gieselman of Travis County, Texas known to me personally
or on the basis of an approved form of identification, in the capacity stated.

Carolyn R. Barrett

Notary Public, State of Texas

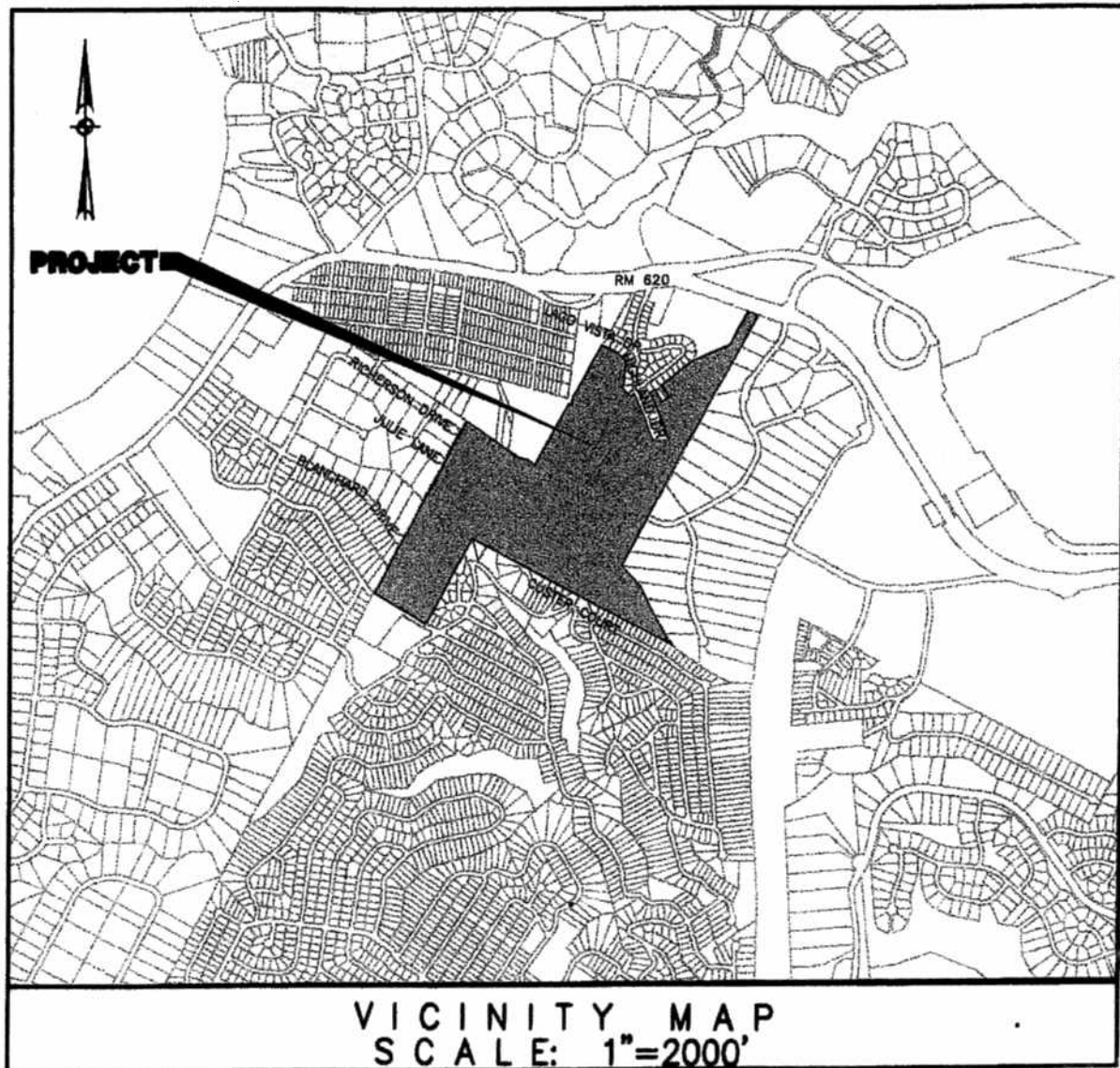
My Commission Expires: 4-17-2010

Carolyn R. Barrett
(Printed Name of Notary)

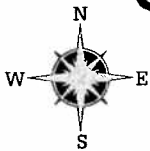


EXTENSION OF SIXTY DAY PERIOD

CANYONS AT LAKE TRAVIS

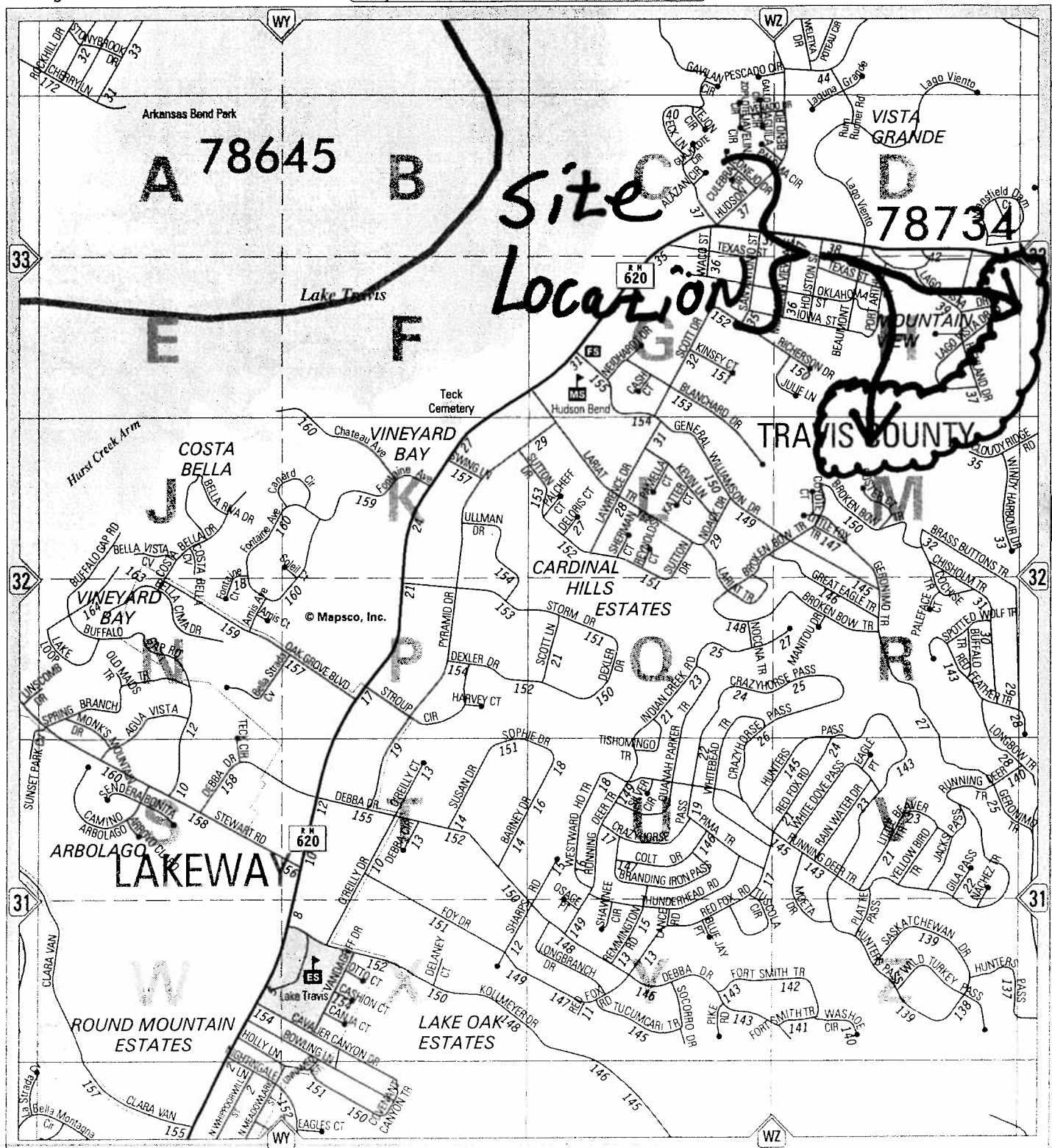


CANYONS at Lake Travis



490

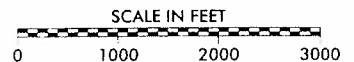
CONTINUED ON MAP 460



CONTINUED ON MAP 489

CONTINUED ON MAP 520

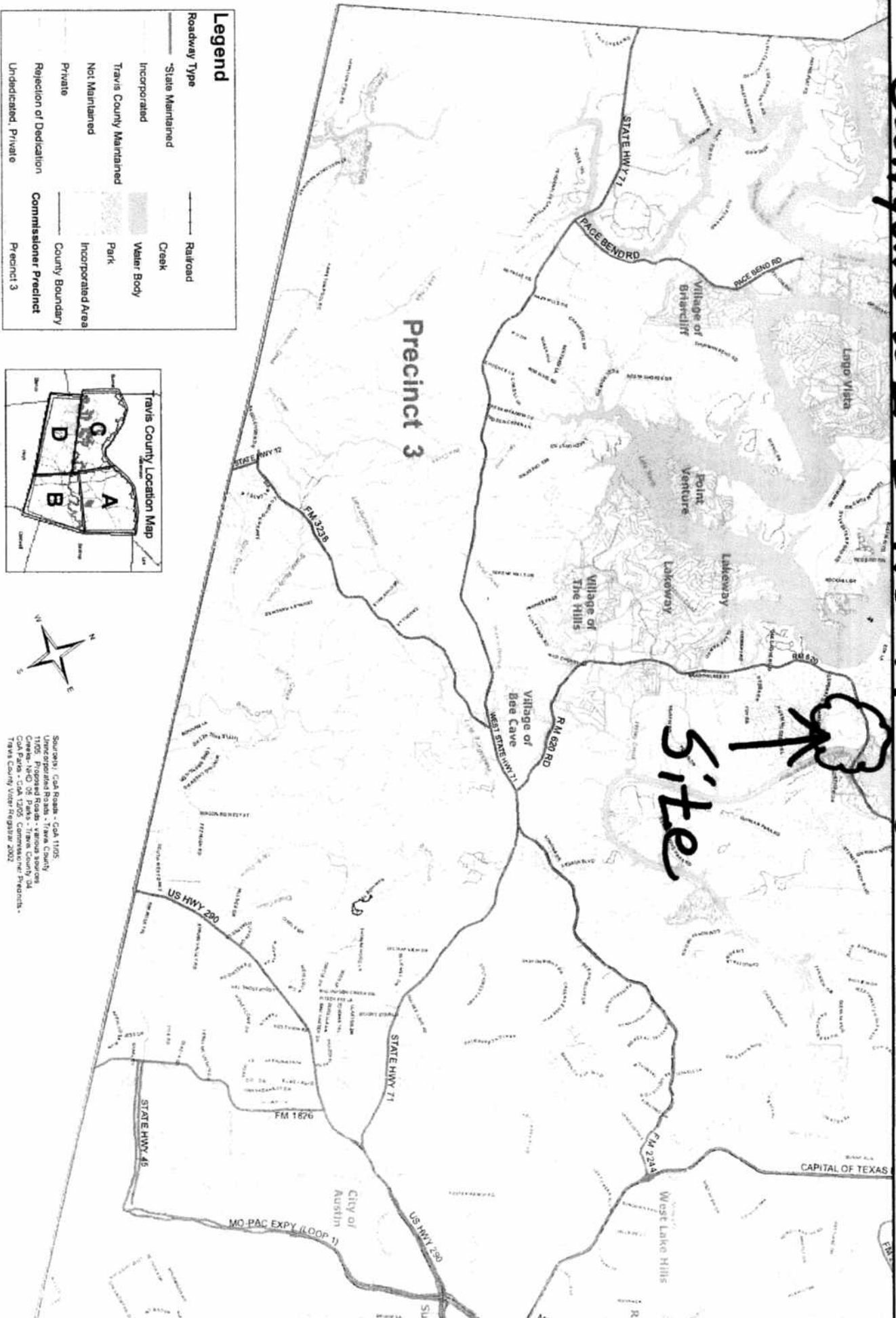
CONTINUED ON MAP 491



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BOOK PAGE 1142

Canyons at Lake Travis



Travis County Roadways, Map D

Map Disclaimer: This map was created for the Travis County GIS Open by the Travis County GIS Department. It is not intended to be used for any other purpose. For more information, contact the Travis County GIS Department at (512) 464-9363.

Travis County GIS Department
1 inch equals 1.003 miles
1 inch equals 0.522 km

Map prepared by Travis County
Department of Transportation & Infrastructure
May 19, 2008 2:02 PM

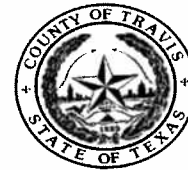
8

BUDGET AMENDMENTS AND TRANSFERS
FY 2008

RECEIVED
 CLERK OF DISTRICT COURT
 08 MAY 15 PM 3:10
5/20/2008

TRANSFERS

| BA # | Project Code | FUND | DEPT/DIV | ACT | ELM/OBI | Dept. | Line Item | Increase | Decrease | Pg # |
|------|--------------|------|----------|-----|---------|---------------|---------------------------|----------|----------|------|
| T1 | | 001 | 5715 | 536 | 5005 | Records Mngt. | Reprs-Furn & Office Equip | | \$ 6,000 | 1 |
| | | 001 | 5780 | 536 | 3001 | Records Mngt. | Office Equip,Furn & Supp | \$ 6,000 | | |




PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Randy Lott, Planning and Budget Analyst 

DATE: May 15, 2008

RE: RMCR request to transfer from a Centrally Budgeted Line Item

RMCR requests Commissioners Court approval to transfer funds from the centrally budgeted Repairs-Furniture & Office Equipment line item (001-5750-536.41-02) in the amount of \$6,000 to pay for Print Shop supply overages due to cost increases. Commissioners Court approval is required for these types of transfers. The department does not predict sufficient savings in any other operating line item to cover this need. RMCR also notes that repair expenses have been decreasing annually and will work with PBO to zero base this line item for the FY 09 Budget Process to ensure the correct amount is allocated.

PBO recommends approval of the request.

cc: Leroy Nellis, PBO
Alicia Perez, Executive Manager Admin Ops
Steven Broberg, Tom Ashburn, RMCR

From: Tom Ashburn
To: Randy Lott
Date: 5/13/2008 8:23 AM
Subject: Re: BA 10549

CC: Cathy Dawkins
Randy,

We identified the repair line item for 2 reasons: Repair expense has been decreasing annually (note reclasses from this line item in our budgets), and it's the only place where we seem to have any surplus. Further, repairs generally are under \$200, hence it's easier to cover a shortfall in this line item than say, one day's postage at \$5,000. We have spent \$4,317 ytd in repairs. If that number is annualized we would need \$3,084 for the remaining 5 months of FY 2008. After the \$6K transfer, the remaining balance will be \$3,957 or nearly \$1,000 more than the projected need. Please don't hesitate to call me if further clarification is needed.

Tom Ashburn

>>> Randy Lott 5/12/2008 3:53 PM >>>

I need some language from you justifying why you had to use this particular line item and not another and why you think you won't come up short at the end of the year if the \$6,000 is transferred out.

From: Tom Ashburn
To: Randy Lott
Date: 5/13/2008 2:26 PM
Subject: Re: BA 10549

Randy,

Here is the trend:

2005 = \$ 24,427
2006 = \$ 18,571
2007 = \$ 13,474
2008 = \$ 9,957 (YTD annualized)

The FY09 target budget is \$15,843 which is not out of line with 2006 & 2007. I'd like to see one more year of low expense before we tinker with it too much.

TA

>>> Randy Lott 5/13/2008 2:17 PM >>>
One more question:

If that is the trend on this line item, do we need to look at zero basing it for this budget season and get a more accurate number for FY 09?

>>> Tom Ashburn 5/13/2008 8:23 AM >>>
Randy,

We identified the repair line item for 2 reasons: Repair expense has been decreasing annually (note reclasses from this line item in our budgets), and it's the only place where we seem to have any surplus. Further, repairs generally are under \$200, hence it's easier to cover a shortfall in this line item than say, one day's postage at \$5,000. We have spent \$4,317 ytd in repairs. If that number is annualized we would need \$3,084 for the remaining 5 months of FY 2008. After the \$6K transfer, the remaining balance will be \$3,957 or nearly \$1,000 more than the projected need. Please don't hesitate to call me if further clarification is needed.

Tom Ashburn

>>> Randy Lott 5/12/2008 3:53 PM >>>
I need some language from you justifying why you had to use this particular line item and not another and why you think you won't come up short at the end of the year if the \$6,000 is transferred out.

Budget Adjustment: 10549

Fyr _ Budget Type: 2008-Reg

Author: 57 - ASHBURN, THOMAS

Created: 5/12/2008 3:27:29 PM

PBO Category: Transfer

Court Date: Tuesday, May 20 2008

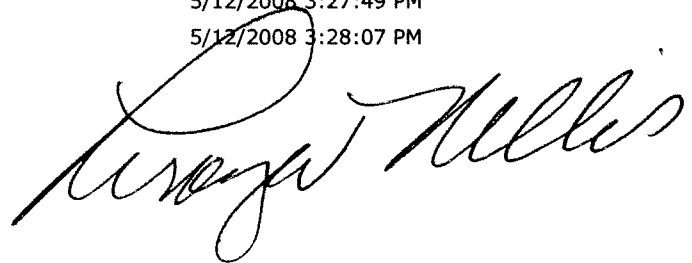
Dept: RECORDS MANG & COMM RESRC

Just: Other

Transfer from central repairs - a centrally budgeted line item - to Print Shop supplies to cover cost increases.

| From Account | Acct Desc | Project | Proj Desc | Amount |
|-------------------|---------------------------|---------|-----------|--------|
| 001-5715-536-5005 | REPRS-FURN & OFFICE EQUIP | | | 6,000 |
| | | | | 6,000 |
| To Account | | Project | | Amount |
| 001-5780-536-3001 | OFFICE EQUIP,FURN, & SUPP | | | 6,000 |
| | | | | 6,000 |

| | | | |
|------------|------|----------------|----------------------|
| Approvals | Dept | Approved By | Date Approved |
| Originator | 57 | THOMAS ASHBURN | 5/12/2008 3:27:49 PM |
| DepOffice | 57 | THOMAS ASHBURN | 5/12/2008 3:28:07 PM |



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

| Amount | Dept Transferred Into | Date | Explanation |
|--------------------|------------------------------|-------------|--|
| \$4,254,933 | | | Beginning Balance |
| (\$9,414) | Facilities | 10/2/07 | Lease Contracts, Drug Court and Parking |
| (\$350,000) | TNR | 10/10/07 | Eastside Service Center |
| (\$20,000) | Records Management | 10/16/07 | Partial Use of Secure Shredding Earmark |
| (\$10,000) | Records Management | 10/16/07 | Partial Use of Internet Live Streaming Earmark |
| (\$32,879) | Constable Pct. 2 | 11/6/07 | IT & Office Equipment & Furniture |
| (\$5,400) | Medical Examiner | 11/8/07 | Parking Leases |
| (\$36,000) | County Attorney | 11/13/07 | Legal Services - Hamilton Pool |
| (\$35,000) | Facilities | 11/27/07 | Earnest money for Building Purchase |
| (\$160,000) | TNR | 11/30/07 | Park Rangers Mobile Data Computers |
| (\$19,900) | EMS | 12/11/07 | Line Item Correction |
| (\$1,796) | Constable Pct. 1 | 1/15/08 | POPS Promotion |
| (\$25,000) | TNR | 2/12/08 | Envision Central Texas |
| (\$802,500) | Facilities | 2/19/08 | Purchase Bldg 5335 Airport Blvd. |
| (\$5,520) | PBO | 3/11/08 | Executive Manager Recruitment |
| (\$2,000) | Records Management | 4/8/08 | Partial Use of Internet Live Streaming Earmark |
| (\$34,620) | General Admin | 4/15/08 | Travis Central Appriaisal Dist. 3rd Qtr. Fees |
| (\$74,452) | PBO | 4/22/08 | Establ Temp Slot, Exec Mgr. PBO Succession |
| \$802,500 | Facilities | 5/12/08 | Reimbursement 910 Rusk Bldg Purchase |
| (\$5,000) | Medical Examiner | 5/13/08 | Medical Examiners Accreditation Expense |
| \$3,427,952 | Current Balance | | |

Possible Future Expenses Against Allocated Reserve Previously Identified:

| Amount | Explanation |
|----------------------|---|
| (\$23,050) | Cadaver Transport Increase |
| (\$8,000) | Accreditation & Equipment Expenses |
| (\$15,000) | Secure Shredding |
| (\$23,000) | Channel 17 Webstream |
| (\$20,000) | Hazmat contracted disposal services |
| (\$30,000) | ISM Software Licenses for phone |
| (\$75,000) | Indigent Attorney Fees |
| (\$250,000) | Indigent Attorney Fees |
| (\$40,000) | Offsite Storage |
| (\$250,000) | County Court at Law #8 |
| (\$112,000) | CSCD Day Treatment Center Lease |
| (\$100,000) | Civil Courthouse Planning/Programming |
| (\$500,000) | Capital Murder Case Costs |
| (\$250,000) | Additional Indigent Attorney Fees (markup) |
| (\$80,000) | FACTS Data Mgmt |
| (\$100,000) | Inmate Psychiatric Services |
| (\$1,876,050) | Total Possible Future Expenses (Earmarks) |

\$1,551,902 Remaining Allocated Reserve Balance After Possible Future Expenditures

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

| Amount | Dept Transferred Into | Date | Explanation |
|--|------------------------------|-------------|--|
| \$4,206,937 | | | Beginning Balance |
| (\$1,942,798) | ITS | 10/2/07 | Tiburon Ver. 7 Upgrade |
| (\$4,519) | Constable Pct. 2 | 11/6/07 | IT & Office Equipment & Furniture |
| \$230,840 | TNR | 11/13/07 | HMAC Project funded from existing CO's |
| (\$9,900) | Facilities | 11/27/07 | Remodeling @ 5501 Airport Blvd. |
| \$26,500 | TNR | 11/27/07 | Vehicle not needed |
| (\$250,000) | TNR | 11/30/07 | Blake-Manor Rd Hike & Bike |
| \$19,900 | EMS | 12/11/07 | Line Item Correction |
| (\$33,057) | Tax | 12/18/07 | Remittance Processing Device (RPD) replacement |
| (\$40,530) | Facilities | 1/15/08 | Post Road - Elevator Emergency Repairs |
| (\$87,166) | Facilities | 2/12/08 | Gault/CJC Complex Chiller Emergency Repair |
| (\$2,000,000) | Facilities | 2/19/08 | Purchase Bldg 5335 Airport Blvd |
| (\$1,106) | Constable Pct. 3 | 4/8/08 | Technical Correction |
| (\$38,660) | Facilities | 4/15/08 | Security Fencing @ 5335 Airport Blvd. |
| \$1,140,298 | ITS | 4/9/08 | Reimbursement Resolution-Tiburon Ver. 7 |
| (\$10,078) | Facilities | 5/13/08 | Security Fencing @ 5335 Airport Blvd. |
| \$1,206,661 Current Reserve Balance | | | |

Possible Future Expenses Against CAR Identified During the FY07 Budget Process:

| Amount | Explanation |
|--|--|
| (\$53,000) | TNR - Failing Vehicles Contingency |
| (\$12,000) | Constable Pct. 2 - Vehicle Furnishings |
| (\$13,620) | District Clerk - Records Tracking - Printers |
| (\$25,000) | Facilities Management- Eastside Service Center |
| (\$103,620) Total Possible Future Expenses (Earmarks) | |

\$1,103,041 Remaining CAR Balance After Possible Future Expenditures

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

| Amount | Dept Transferred Into | Date | Explanation |
|---|------------------------------|-------------|-----------------------------------|
| \$83,430 | | | Beginning Balance - Green Circles |
| \$83,430 Current Reserve Balance | | | |

Jail Overcrowding Reserve Status (001-9800-981-9813)

| Amount | Dept Transferred Into | Date | Explanation |
|--|------------------------------|-------------|---|
| \$453,040 (\$103,400) | Sheriff | 11/27/07 | Beginning Balance Out-of-County Inmate Housing |
| \$349,640 Current Reserve Balance | | | |

Juvenile Justice TYC (001-9800-981-9829)

| Amount | Dept Transferred Into | Date | Explanation |
|--|------------------------------|-------------|--------------------|
| \$750,000 | | | Beginning Balance |
| \$750,000 Current Reserve Balance | | | |

Psychiatric Services Sheriff Status (001-9800-981-9835)

| Amount | Dept Transferred Into | Date | Explanation |
|------------------------------------|------------------------------|-------------|--|
| \$100,000 (\$100,000) | Sheriff | 1/29/08 | Beginning Balance Inmate Psychiatric Services |
| \$0 Current Reserve Balance | | | |

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

| Amount | Dept Transferred Into | Date | Explanation |
|--|------------------------------|-------------|--------------------|
| \$653,176 | | | Beginning Balance |
| \$653,176 Current Reserve Balance | | | |

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

| Amount | Dept Transferred Into | Date | Explanation |
|---|------------------------------|-------------|--|
| \$40,355,884 | | | Beginning Balance |
| (\$2,325,000) | Facilities | 10/2/07 | Property at 910 Lavaca |
| (\$3,483,000) | Facilities | 12/4/07 | Reimbursement Resolution for Eastside Serv Ctr, CJC/Gault and SMART Treatment Fac. |
| \$673,000 | Facilities | 4/2/08 | Reversal of Reimbursement Resolu. |
| \$2,325,000 | Facilities | 4/21/08 | Reimbursement Resolution for property at 910 Lavaca |
| \$37,545,884 Current Reserve Balance | | | |

9✓

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

RECEIVED
COUNTY JUDGE'S OFFICE
08 MAY 13 PM 1:28

Please consider the following item for:
5-20-08

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

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

- a) Approve grant contract with the Texas Department of Agriculture for the Juvenile Probation Department to participate in the USDA School Commodities Program to receive donated commodities.
- b) Approve grant contract with Attorney General – Crime Victim Services Division for Information and Telecommunications Department to be reimbursed for costs associated with Travis County's continuing participation in the Statewide Automated Victim Notification Service (SAVNS).

Approved by: _____

Signature of Commissioner(s) or County Judge

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- _____ Contract, Agreement, Policy & Procedure

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE

FY 2008

The following list represents those actions required by the Commissioners Court for departments to apply for, accept, or continue to operate grant programs.
This regular agenda item contains this summary sheet, as well as backup material that is attached for clarification.

| Dept | Grant Title | Grant Period | Grant Amount | County Match | Indirect Costs | FTEs | Notes | Page # |
|------------------|--|----------------------|--------------|--------------|----------------|------|-------|--------|
| Contracts | | | | | | | | |
| a | 45 USDA School Commodities Program | 7/1/2008 - 6/30/2009 | \$11,665.00 | | | | 1 | 10 |
| b | 12 SAVNS Statewide Automated Victim Notification Service | 9/1/2008 - 8/31/2009 | \$25,817 | | | | 1 | 14 |

Notes:

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

FY 2008 Grants Summary Report Outstanding Grant Applications

The following is a list of grants for which application has been made and notification of award has not yet been received.

| Dept | Name of Grant | Grant Amount | County Match | Local Funds (Donation) | FTEs | Cm. Ct. Approval Date |
|------|---|-----------------|-----------------|------------------------------|------|-----------------------------|
| 24 | Formula Grant - Indigent Defense Grants Program | \$ 424,700 | | | | 10/2/2007 |
| 49 | Hazard Mitigation Grant for DR-1709 | \$588,307 | \$196,102 | | | 11/6/2007 |
| 58 | Emergency Food and Shelter program (EFSP) Phase 26 | \$ 104,342 | | | | 12/11/2007 |
| 59 | Emergency Management Performance Grant | \$ 60,215 | \$ 60,215 | | | 12/21/2007 |
| 49 | CAPCOG FY08 Solid Waste Enforcement Grant | \$ 31,356 | | | | 1/2/2008 |
| 45 | Juvenile Accountability Block Grant (JABG)-Discretionary Funds Drug Court/In-Home Family Services Grant | \$ 177,686 | \$ 19,743 | | 0.25 | 1/29/2008 |
| 45 | Juvenile Accountability Block Grant (JABG)-Local Funds-Juvenile Assessment Center Grant | \$ 80,889 | \$ 8,988 | | 1.5 | 1/29/2008 |
| 45 | Victims of Crime Act (VOCA) | \$ 24,906 | \$ 6,227 | | 0.5 | 1/29/2008 |
| 40 | Supervised Visitation and Safe Exchange Grant | \$ 133,333 | | | | 2/12/2008 |
| 19 | Underage Drinking Prevention Program | \$ 177,976 | \$ 107,282 | | 3 | 2/12/2008 |
| 23 | Project Safe Neighborhoods | \$ 2,500 | | | | 2/12/2008 |
| 24 | Drug Diversion Court | \$ 188,474 | | | 1 | 2/19/2008 |
| 19 | Family Violence Accelerated Prosecution Program | \$ 90,000 | \$48,462 | | 2 | 2/26/2008 |
| 37 | TXDOT Selective Traffic Enforcement Program - FY 2009 STEP Wave | \$ 19,997 | \$3,816 | | | 3/4/2008 |

| | | | | | |
|----|--|----------|-----------|---------------|-----------|
| 49 | Commute Solutions Innovative Grant - Rideshare Incentives | \$4,500 | | | 3/4/2008 |
| 49 | Commute Solutions Innovative Grant - Rideshare Website Portal | \$4,500 | | | 3/4/2008 |
| 45 | Juvenile Justice and Delinquency Prevention (JJDP)- Intensive In-Home Family Services Grant | | | 28,000 | 3/11/2008 |
| 45 | Juvenile Drug Court Grant | | | \$ 400,000 | 3/11/2008 |
| 58 | Parenting in Recovery Project | | \$91,203 | \$ 489,937 | 3/25/2008 |
| 47 | 2007 Law Enforcement Terrorism Planning Program Grant | | | \$ 106,905 | 3/25/2008 |
| 49 | Milton Reimers Ranch Park - TPWD Urban Outdoor Recreation Grant | \$50,000 | \$950,000 | \$ 1,000,000 | 4/1/2008 |
| 45 | Access and Visitation | | \$2,770 | \$ 27,527 | 4/1/2008 |
| 47 | Emergency Management Performance Grant | | \$60,215 | \$ 60,215 | 4/1/2008 |
| 55 | Travis County Mental Health Public Defenders Office | | \$250,000 | \$ 375,000 | 4/8/2008 |
| 37 | SCATIF - Sheriff's Combined Auto Theft Task Force | | \$315,608 | \$ 655,094 | 4/15/2008 |
| 45 | USDA School Commodities Program | | | \$ 11,665 | 4/15/2008 |
| 58 | AmeriCorps | | \$230,886 | \$ 230,020 | 4/15/2008 |
| 20 | Help America Vote Act Making Polling Places Accessible | | | \$ 7,500 | 4/15/2008 |
| 20 | Help America Vote Act Provide the Same Opportunity for Access and Participation to Individuals with Disabilities | | | \$ 2,000 | 4/15/2008 |
| 20 | Help America Vote Act Grant Texas Election Administration Management "TEAM" Compatibility Grant Award Agreement | | | \$ 15,000 | 4/15/2008 |
| 37 | State Criminal Alien Assistance Program - SCAAP 08 | | | \$ 49,894,309 | 4/29/2008 |

| | | | | | | |
|--------------------------|--|----|------------|--------------|----------|-----------|
| 45 | Mental Health Court Expansion- Collaborative Opportunities for Positive Experiences (COPE) | \$ | 200,000 | \$50,434 | 1.5 | 4/29/2008 |
| 49 | TCEQ LIRAP Local Initiative Projects | \$ | 373,217 | \$373,217 | | 5/6/2008 |
| 58 | 2008 Phase XXVI Emergency Food and Shelter Program #08104 | \$ | 101,533 | | | 5/6/2008 |
| 58 | SVCI (Seniors and Volunteers for Childhood Immunization) | | | \$4,000 | 0.25 | 5/6/2008 |
| 58 | RSVP | \$ | 61,281 | | 0.5 | 5/6/2008 |
| 45 | Residential Substance Abuse Treatment | \$ | 109,356 | \$36,452 | 2 | 5/13/2008 |
| 22 | Office of Parental Representation | \$ | 150,000 | \$53,446 | 3 | 5/13/2008 |
| 22 | Office of Child Representation | \$ | 150,000 | \$53,446 | 3 | 5/13/2008 |
| Total Outstanding | | \$ | 56,553,240 | \$ 2,918,512 | \$63,000 | 52.25 |

FY 2008 Grants Approved by Commissioners Court

The following is a list of grants that have been received by Travis County since October 1, 2007

| Dept | Name of Grant | Grant Amount | County Match | Local Funds (Donation) | Indirect Costs | FTEs | Approval Date | Cm. Ct. |
|------|---|--------------|--------------|------------------------|----------------|------|---------------|---------|
| 58 | AmeriCorps | \$ 230,020 | \$223,358 | | | 16 | 10/2/2007 | |
| 37 | 2007 Byrne Justice Assistance Grant (JAG) | \$ 203,846 | | | | | 10/9/2007 | |
| 55 | Travis County Mental Health Public Defenders Office | \$ 500,000 | \$125,000 | | | 8 | 10/16/2007 | |
| 49 | FY 07 HCP Land Acquisition Assistance | \$ 5,742,500 | \$1,914,167 | | | | 10/16/2007 | |
| 19 | Family Violence Accelerated Prosecution Program | \$ 90,837 | \$63,260 | | | 2 | 11/13/2007 | |
| 23 | Project Safe Neighborhoods | \$ 95,000 | | | | 1 | 11/13/2007 | |
| 24 | Drug Diversion Court | \$ 160,041 | | | | 1 | 11/13/2007 | |
| 45 | Juvenile Assessment Center [Juvenile Accountability Block Grant (JABG)-Local Funds] | \$ 80,943 | \$8,994 | | | 1 | 11/20/2007 | |
| 45 | Drug Court/In-Home Family Services Grant [Juvenile Accountability Block Grant (JABG)-Discretionary Funds] | \$ 117,500 | \$13,056 | | | | 11/20/2007 | |
| 45 | Juvenile Justice and Delinquency Prevention (JJDP)-Intensive In-Home Family Services Grant | \$ 41,818 | | | | | 11/20/2007 | |
| 22 | Drug Court (State) Program | \$ 100,000 | | | | 1 | 11/20/2007 | |
| 37 | 2007 State Criminal Alien Assistance Program (SCAAP) | \$1,224,221 | | | | | 12/4/2007 | |
| 58 | DOE Weatherization Assistance Program Amendment 1 | \$145,942 | | | | | 12/11/2007 | |
| 58 | LIHEAP Weatherization Assistance program | \$201,192 | | | \$ 14,837 | | 1/2/2008 | |
| 24 | Formula Grant-Indigent Defense Grants Program | \$427,700 | | | | | 1/15/2008 | |
| 45 | Residential Substance Abuse Treatment | \$109,356 | \$36,452 | | | 2 | 1/29/2008 | |
| 58 | Parenting in Recovery Project | \$500,000 | \$88,000 | | | 1 | 1/29/2008 | |
| 45 | Court Order Parent Education Project (COPE) | \$41,800 | | | | 0.5 | 2/19/2008 | |
| 45 | Access and Visitation | \$56,958 | \$5,696 | | | | | |

| | | | | | |
|----|---|--------------|-------------|--------------|--------------|
| 49 | Travis Co. East Metropolitan Park, TPWD Project #50 00338-Amendment | \$500,000 | \$500,000 | \$500,000 | 2/26/2008 |
| 49 | Northridge Acres Non-Border Colonia Fund Application Non-Border Colonia Fund, Texas Community Development Program, Office of Rural Community Affairs | \$250,000 | \$139,980 | | 3/4/2008 |
| 58 | SVCI (Seniors and Volunteers for Childhood Immunization) | \$8,424 | | 0.25 | 4/8/2008 |
| 17 | Manor Historic Resources Survey | \$6,000 | \$3,000 | \$1,000 | 4/8/2008 |
| 45 | National School Lunch Program/School Breakfast Program | \$240,000 | | | 4/15/2008 |
| 45 | Global Youth Services Day Mini Grant | \$400 | | | 4/15/2008 |
| 58 | Retired and Seniors Volunteer Program (RSVP) | \$23,800 | \$23,800 | | 4/22/2008 |
| | | \$11,098,298 | \$2,644,763 | \$501,000 \$ | 14,837 33.75 |

FY 2008 Grants Summary Report

Amended Grant Applications

| Dept | Name of Grant | Original Grant Amount | Amendment Amount | Total Revised | Total FTEs Associated | Cm. Ct. Approval Date |
|--------------------------|--|-----------------------------|---------------------|------------------|-----------------------------|-----------------------------|
| * 58 | 2007 Comprehensive Energy Assistance Program (CEAP) | \$ 1,145,321 | \$17,672 | | | 10/2/2007 |
| 23 | Project Safe Neighborhoods (Grant Number 07- 02148) | \$ 74,251 | \$20,000 | | 1 | 2/5/2008 |
| 49 | TCEQ LIRAP Grant Contract Amendment 3 | | \$ 2,088,021 | | | 5/6/2008 |
| Total Outstanding | | \$ 1,219,572 | \$ 2,125,693 | \$ - | 1.00 | |

* Original Grant Column shows Beginning FY'08 Amount

FY 2008 Grants Summary Report

Permission to Continue

| Dept | Name of Grant | Original | | Continuation | | Cm. Ct. | |
|------|---|--------------|--------------|--------------|------|------------------------|--------------------------------|
| | | Grant Amount | County Match | Amount Total | FTEs | Original Approval Date | Approval Date for Continuation |
| 24 | Drug Diversion Court | | | \$160,041 | 1 | FY 2002 | 10/9/2007 |
| 24 | Drug Diversion Court | | | \$160,041 | 1 | FY 2002 | 10/30/2007 |
| 55 | Travis County Mental Health Public Defenders Office | | | \$ 88,748 | 8 | 10/16/2007 | 10/30/2007 |

| | | | | | | |
|---|------------|------------|------------|---|----------|-----------|
| 19 Underage Drinking Prevention Program | \$ 171,443 | \$ 107,282 | \$ 278,726 | 3 | 9/4/2007 | 1/15/2008 |
| 22 Drug Court (State) Program | \$ 187,470 | | | 2 | | 2/19/2008 |

| | | | | | | |
|--------------------------|-------------------|-------------------|-------------------|--------------|--|--|
| Total Outstanding | \$ 358,913 | \$ 107,282 | \$ 687,556 | 15.00 | | |
|--------------------------|-------------------|-------------------|-------------------|--------------|--|--|

GRANT SUMMARY SHEET

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

| | |
|----------------------|---|
| Department/Division: | Travis County Juvenile Probation Department |
| Contact Person: | Michael Williams |
| Title: | Senior Financial Analyst |
| Phone Number: | ((512) 854-7011 |

| | | | |
|---------------|---------------------------------|--------------|-------------------|
| Grant Title: | USDA School Commodities Program | | |
| Grant Period: | From: | July 1, 2008 | To: June 30, 2009 |
| Grantor: | Texas Department of Agriculture | | |

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

| Grant Categories/ Funding Source | Federal Funds | State Funds | Local Funds | <i>County Match</i> | In-Kind | TOTAL |
|-------------------------------------|------------------|----------------|----------------|-------------------------|---------|--------------|
| Personnel: | | | | | | 0 |
| Operating: | \$11,665 | | | | | \$11,665 |
| Capital Equipment: | | | | | | 0 |
| Indirect Costs: | | | | | | 0 |
| Total: | \$11,665 | 0 | 0 | 0 | 0 | \$11,665 |
| FTEs: | | | | | | 0.00 |

| Performance Measures Applicable Depart. Measures | Projected FY 08 Measure | Progress To Date: | | | | Projected FY 09 Measure |
|---|-------------------------------|-------------------|---------|---------|---------|---------------------------------|
| | | 12/31/07 | 3/31/08 | 6/31/08 | 9/30/08 | |
| Average daily participation in the Program | 225 | N/A | N/A | N/A | N/A | 225 |
| Measures For Grant | | | | | | |
| Average daily participation in the Program | 575 | 479 | 541 | N/A | N/A | Between 550 and 600 youth |
| Number of operating days per year | 365 | N/A | N/A | N/A | N/A | 365 |

| | |
|---|---------------------------|
| Auditor's Office Contract Approval: <input checked="" type="checkbox"/> | Staff Initials: <u>DB</u> |
| Auditor's Office Comments: | |

PBO Recommendation:

Juvenile Probation is requesting Commissioners Court approval of a grant contract to the Texas Department of Agriculture to participate in the USDA School Commodities Program to receive USDA donated commodities. The department has received this grant for a number of years. It is estimated the department will receive \$11,665 worth of goods from this program. The Commissioners Court signed and approved all necessary documents for grant when the application was approved on April 15, 2008. The formal acceptance of the grant by the Commissioners Court is the only item needed at this time.

This program requires no county match and does not have any obligations on termination of the program. PBO recommends approval of this request.

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

This is an ongoing grant that provides donated food items to the Juvenile Probation Department.

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

The County is committed and required to provide meals to juveniles held in detention and in the Leadership Academy program. This grant offsets food costs that would otherwise need to be funded by the County.

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

There is no match required.

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

The grant does not allow for indirect costs. The contract is strictly based on reimbursement for qualified meals served.

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

Providing meals to juveniles held in detention or in the Leadership Academy will not stop if this contract ends. If the grant ended, the County would incur the full cost for each meal served.

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

This is not a new program.

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

This grant reduces the overall cost to the County to provide required meals to juveniles held in detention and in the Leadership Academy.



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

ADMINISTRATIVE
SERVICES
COURT SERVICES
DETENTION SERVICES
DOMESTIC RELATIONS
OFFICE
PROBATION SERVICES
RESIDENTIAL SERVICES
JUVENILE JUSTICE

TO: Travis Gatlin, PBO
Senior Budget Analyst

FROM: _____
Estela P. Medina
Chief Juvenile Probation Officer

PREPARED BY: _____
Michael Williams
Senior Financial Analyst

SUBJECT: Contract approval to continue the USDA School Commodity Program

DATE: May 6th, 2008

This contract has been approved by the Texas Department of Agriculture and we are requesting acceptance of the contract from Commissioner's Court. The purpose of this program is to offset the cost to the County for meals provided to juveniles held in detention or the Leadership Academy; a program of the Juvenile Probation Department. There is no county match associated with this program.

Please review this item and place it on the Commissioner's Court May 20th agenda to approve the finalized contract already signed by both parties.

Thank you in advance for your attention to this request.

CC: Jim Connolly
Carol Darby
Willie Hayes
Sylvia Mendoza
Michael Williams
DeDe Bell
Grant File



13

GRANT SUMMARY SHEET

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

| | |
|----------------------|---|
| Department/Division: | Information and Telecommunications Department |
| Contact Person: | Molly Hodges |
| Title: | Business Analyst II |
| Phone Number: | 854-3219 |

| | | | |
|---------------|---|----------|---------------|
| Grant Title: | SAVNS Statewide Automated Victim Notification Service | | |
| Grant Period: | From: | 9/1/2008 | To: 8/31/2009 |
| Grantor: | Attorney General of Texas | | |

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

| Grant Categories/ Funding Source | Federal Funds | State Funds | Local Funds | <i>County Match</i> | In-Kind | TOTAL |
|-------------------------------------|------------------|----------------|----------------|-------------------------|---------|--------|
| Personnel: | | | | | | 0 |
| Operating: | | 25,817 | | | | 25,817 |
| Capital Equipment: | | | | | | 0 |
| Indirect Costs: | | | | | | 0 |
| Total: | 0 | 25,817 | 0 | 0 | 0 | 25,817 |
| FTEs: | | | | | | 0.00 |

| Performance Measures | Projected FY 08 Measure | Progress To Date: | | | | Projected FY 09 Measure |
|-----------------------------|-------------------------------|-------------------|---------|---------|---------|-------------------------------|
| | | 12/31/07 | 3/31/08 | 6/31/08 | 9/30/08 | |
| Applicable Depart. Measures | | | | | | |
| Provide Access for Victims | Yes | | | | | Yes |
| | | | | | | |
| Measures For Grant | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

| | |
|---|------------------------------|
| Auditor's Office Contract Approval: <input checked="" type="checkbox"/> | Staff Initials: _____ |
| Auditor's Office Comments: See attached 5/2/08 email from Auditors Office | |

PBO Recommendation:

PBO recommends approval.

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

This grant will provide for the reimbursement of costs associated with Travis County's continuing participation in the Statewide Automated Victim Notification Service (SAVNS). This system, similar to the current VINE system will allow for victims to access information as well as receive automatic notification of a change in the status of an offender.

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

The department is committed to providing access to inmate data to the state through the contract vendor for access to victims. Current indication is that withstanding any revision to the funding provided to the state, the program will continue.

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

No matching funds are required as the county is only seeking reimbursement of costs associated with vendor fees.

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

N/A

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

There is no formal commitment required of the County to continue this grant.

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

Continuing program

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

Currently offender information and notification is provided through the VINE system which Travis County, and several other counties, piloted throughout the state. With the success of these programs the decision was made to provide statewide participation under the new system. This will allow a victim to access an all-inclusive system from one toll-free number rather than having only partial coverage from participating counties, all with different ways to access the information.

From: Ellen Heath
To: Nick Macik
Date: 5/2/2008 3:18 PM
Subject: VINES Contract

CC: Barbara Wilson; Kimberly Walton; Molly Hodges; Randy Lott

I have reviewed the wording in this contract, and it is fine. Please go ahead and submit your grant summary sheet and other appropriate documentation regarding this grant contract to PBO.

Thanks,

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND TRAVIS COUNTY
FOR THE STATE FISCAL YEAR 2009**

OAG Contract No. 0908723

THIS GRANT CONTRACT is executed between the Office of the Attorney General of Texas (OAG) and Travis County (COUNTY). The Office of the Attorney General and COUNTY may be referred to in this contract individually as a "Party" and collectively as the "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the OAG SAVNS grant program is to maintain Texas counties in a statewide system that will provide relevant offender release information, notification of relevant court settings or events, promote public safety and support the rights of victims of crime. To accomplish the public purpose, the OAG will reimburse COUNTY for certain cost incurred in the implementation and operation of its portion of the statewide crime victim notification service ("SAVNS"). To ensure a standard statewide service to all interested counties, including COUNTY, the OAG will reimburse COUNTY for eligible expenses related to services delivered to COUNTY by the vendor certified by the OAG to provide certain services to the COUNTY.

A Request for Proposals (RFP) for Statewide Automated Victim Services was published November 28, 2005. After an evaluation of proposals, the OAG identified and certified a single vendor to provide statewide automated victim services. The certification is stated in that certain document dated January 13, 2006, as renewed until August 31, 2009, by document dated June 25, 2007, and entitled: Vendor Certification for the Statewide Automated Victim Notification Service. This document is hereinafter referred to as the "Certification" and is expressly incorporated herein by reference. The vendor certified to provide the services is Appriss, Inc., a Kentucky corporation authorized to do business in Texas ("Certified Vendor").

SECTION 2. SERVICE PERIOD (TERM) OF THE CONTRACT

2.1 Service Period (Term). The Service Period (Term) of this contract shall commence on the later of September 1, 2008 or the date of the signature by the OAG executing this contract, (being the date shown on this contract as the date executed by OAG); and unless terminated earlier as provided by another provision of this contract, this contract will terminate August 31, 2009.

2.2 Option to Extend Service Period (Term). This contract may be extended for an additional Service Period (Term) by a written amendment executed with the same formalities as this contract. Extending the Service Period (Term) does not increase the contract amount. Any increase in the contract amount must also be by written amendment executed with the same formalities as this contract.

SECTION 3 COUNTY'S CONTRACTUAL SERVICES

3.1. County Services Agreement. COUNTY will execute a "County Services Agreement," a contractual agreement, with the Certified Vendor to provide services consistent with the Certification document. The County Services Agreement will include terms and conditions that are intended to provide the COUNTY such rights and remedies as are necessary to ensure the delivery of the services from the Certified Vendor in accordance with the Scope of Services as stated in this contract and the Certification document.

For the convenience of COUNTY, a template services agreement will be made available to COUNTY. The OAG is not acting as an attorney for the COUNTY, therefore the COUNTY is advised to have attorneys of its choice to review and modify the template services agreement to protect the interest of the COUNTY and to ensure that the appropriate level of services will be delivered.

3.2 County Maintenance Plan. COUNTY agrees to maintain the services in a manner consistent with the "County Maintenance Plan." The COUNTY will establish and maintain a COUNTY Maintenance Plan that at a minimum is designed to:

- 3.2.1. Make available offender information that is timely, accurate and relevant to support the victim notification services;
- 3.2.2 Verify the Certified Vendor=s performance according to County Services Agreement;
- 3.2.3 Satisfactorily discharge COUNTY obligations as described in the County Services Agreement; and
- 3.2.4 Identify and dedicate COUNTY staff, resources and equipment necessary to maintain the services in the County Services Agreement.

3.3 County Service Levels. In addition to other service levels that COUNTY may impose, COUNTY will inspect, monitor and verify the performances required of the Certified Vendor as provided in the COUNTY Services Agreement as well as this contract. In particular, COUNTY will:

- 3.3.1. Execute a COUNTY Services Agreement Renewal Notice with the Certified Vendor, for the Service Period (Term) that coincides with the Service Period (Term) of this contract.
- 3.3.2. Verify that the COUNTY input data (the jail and court data elements used by the SAVNS system) is entered accurately and in a timely basis. The standard to define whether the data is timely and accurate should be determined by the County Auditor or the person in the COUNTY who assumes these independent responsibilities if other than the Auditor.
- 3.3.3. Establish a COUNTY VINE log for the purpose of recording all problems noted with the system; to whom the problem was referred, and when the problem was resolved.
- 3.3.4. Provide periodic written reports (forms provided by OAG) describing COUNTY monitoring, findings, usage, problems and observations as requested by the OAG.
- 3.3.5. Allow on-site monitoring visits to be conducted by OAG or its authorized representative.

The County Judge may delegate the responsibility for assuring these activities are accurately reported to the County Auditor or the person in the COUNTY who assumes these independent responsibilities if other than the Auditor.

3.4 Cooperation with Statewide Stakeholders. COUNTY will reasonably cooperate with and participate in Statewide Stakeholders meetings and efforts to monitor and improve the SAVNS services on a statewide basis. COUNTY may reasonably agree to designate third-parties to assist the OAG, COUNTY and the other Statewide Stakeholders, in the overall monitoring, inspection and verification of the Certified Vendor=s performances.

3.5 Support of Statewide Deliverables. COUNTY will reasonable cooperate with the OAG in implementing the Statewide deliverables. The “Statewide Deliverables” describe the services and structure of the victim notification system on a statewide basis. The OAG may update or modify the Statewide Deliverables from time to time, with the appropriate input from the Statewide Stakeholders Committee. The Statewide Deliverables are incorporated herein by reference. To the extent the Statewide Deliverables are relevant to this SAVNS Maintenance contract, the Statewide Deliverables, include, but are not limited to, the following:

| | |
|------|---|
| S-01 | Service Specification |
| S-02 | Questionnaire Template |
| S-03 | Statewide Implementation Plan |
| S-04 | Stakeholder Communication Plan |
| S-05 | Call Center Infrastructure |
| S-06 | County Implementation Plan Template |
| S-07 | Web Sites(s) |
| S-08 | Statewide Promotions Package |
| S-09 | Internal Test Guide |
| S-10 | Statewide Implementation Status Reports |
| S-11 | Service Level Standards |
| S-12 | Service Performance Reports |
| V-01 | Vendor Certification |

3.5 County Deliverables. The “County Deliverables” reflect the Statewide Deliverables, as customized to meet the specific needs of COUNTY. The County Deliverables, both general and as customized, are incorporated herein by reference. COUNTY implements the County Deliverables through the County Services Agreement. To the extent the County Deliverables are relevant to this SAVNS Maintenance contract, the County Deliverables include, but are not limited to, the following:

| | |
|------|----------------------------|
| C-02 | County Implementation Plan |
| C-03 | County Infrastructure |
| C-04 | Application Interface |
| C-05 | Customer Verification Plan |
| C-06 | County Support Document |
| C-07 | County Promotions Package |
| C-08 | Production Notice |
| C-09 | County Web Access |

3.6 Data Extract. To the extent permitted by law, COUNTY agrees to provide the OAG with a copy of data transmitted by COUNTY to the Certified Vendor. COUNTY authorizes the Certified Vendor to directly provide such data to the OAG. The Parties agree that this data may be used to monitor COUNTY performance and the Certified Vendor=s performance. This data may be used for such other purposes allowed by law. The data will be provided in such electronic format (including, but not limited to, an XML extract) as requested by the OAG.

3.7 Scope of Services. For the purpose of this contract, the requirements, duties and obligations contained in Section 3 of this contract are collectively referred to as the “Scope of Services”. As a condition of reimbursement, COUNTY agrees to faithfully, timely and in a good-and-workman-like manner implement and maintain the services in compliance with the Scope of Services. COUNTY shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

SECTION 4 REQUIRED REPORTS

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

4.2 Audit Reports and Other Documents. COUNTY shall submit to the OAG two (2) bound copies of any and all applicable audit reports, management letters, and management responses. Such reports, letters, and responses must be submitted on or before whichever of the following dates occurs first:

- a. Thirty (30) days after the issuance of the audit report; or
- b. Within nine (9) months after the end of the audited fiscal year for that COUNTY whose fiscal year begins on or after October 1.

4.3 Cooperation. COUNTY shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by Certified Vendor which may be conducted by the OAG or its designees.

SECTION 5 FINANCIAL MATTERS AND REIMBURSEMENTS

5.1 Exhibit A – Allowable Expenditure Amount. COUNTY shall immediately review the allowable expenditures as shown on Exhibit A

5.2 Time Period and Form of Invoice. The OAG’s liability to pay and the COUNTY’s ability to seek reimbursement will be in (1) time-period of up to 12-months period of time. Upon submission and approval of the COUNTY’s request for reimbursement, the COUNTY will receive up to the full amount of “Total Grant Funds Available” as noted in Exhibit A. The payments made to COUNTY shall not exceed its actual and allowable allocable costs to provide the services under this contract. The OAG is under no obligation to reimburse COUNTY if supporting documentation is not provided on a timely basis.

Complete invoice submission instructions are described in the Texas VINE Program Request Procedures for

FY 2009 Maintenance Expenses packet. The form of any invoice for reimbursement of expenses submitted under this section must comply with such invoicing requirements and such detail and supporting documentation that the OAG may from time to time require. The OAG may from time to time require different or additional supporting documentation. OAG will provide written notice of any changes to its requirements under this contract.

The COUNTY shall submit its claims for reimbursement to the OAG within twenty (20) calendar days following the end of the month that a reimbursable expenditure was incurred. The COUNTY may submit a make-up claim as a final close-out invoice not later than the earlier of (1) forty-five (45) calendar days after termination; or (2) forty-five (45) calendar days after the end of a state fiscal biennium.

5.3 Reimbursable Cost; Generally Upon evidence of satisfactory compliance with the terms and conditions of this contract, the OAG will reimburse COUNTY, subject to the limitation of liability in Exhibit A, for such actual, reasonable and necessary amounts expended in the performance of this contract. Only those costs allowable under applicable cost principles are eligible for reimbursement under this contract. The COUNTY acknowledges that it is a sub-recipient of state funds and/or federal funds. Therefore, the following cost principles, audit requirements, and administrative requirements shall apply if state funds are involved; (if federal funds are involved, there are additional requirements and attached exhibits):

| <u>Cost Principles</u> | <u>Administrative Requirements</u> | <u>Audit Requirements</u> |
|---|---|-----------------------------------|
| OMB A-87 as modified by UGMS | OMB A-102 as modified by UGMS | OMB A-133 as modified by UGMS |
| Uniform Grant Management Standards (UGMS) pursuant to Texas Government Code Chapter 783 | Uniform Grant Management Standards (UGMS) pursuant to Texas Government Code Chapter 783 | Texas State Single Audit Circular |

For purposes of this contract, the COUNTY shall comply with the applicable OMB Circulars with the following modifications: All references to "Federal Grantor Agency(ies)" shall be expanded to read "Federal or State Grant Agency(ies)." All references to "Federal Grant Funds" or "Federal Assistance" shall be expanded to read "Federal and State Assistance;" "Federal Law" shall be expanded to read "Federal or State Law;" and all references to "Federal Government" shall be expanded to read "Federal or State Government," as applicable.

To be eligible for reimbursement under this contract, a cost must have been incurred or obligated by the COUNTY within the applicable contract period prior to claiming reimbursement from the OAG. Costs incurred by the last day of the applicable contract term must be liquidated no later than 30 calendar days after the end of the applicable contract period. Before incurring any out-of-state travel expenses, the COUNTY must obtain prior written authorization for that travel from the OAG.

If the COUNTY expends \$500,000 or more in state or federal financial assistance during its fiscal year, it shall arrange for a Single Audit of that fiscal year. The audit must be conducted by an independent auditor and must be in accordance with the applicable government auditing standards, the Texas State Single Audit Circular and the UGMS published by the Governor's Office of Budget and Planning. For the purposes of this contract, the audit provisions of OMB Circular A-133 shall apply to county contracting entities. If the COUNTY is expending less than \$500,000 in total state or federal financial assistance during its fiscal year, it shall arrange for an annual independent financial audit in accordance with generally accepted government auditing standards of that fiscal year.

5.4 No Supplanting. COUNTY will not supplant [use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract] but rather shall use funds from this contract to supplement existing funds. COUNTY shall use the funds from this contract to increase state or local funds currently available for a particular activity. COUNTY will make a good faith effort to maintain its current level of support. COUNTY may be required to submit documentation substantiating that a reduction in local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this contract.

5.5 Direct Deposit. The COUNTY 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 the COUNTY with copies of reimbursement vouchers.

5.6 Excess Payments; Refund; Setoff. Payment under this contract will not foreclose the right of the OAG to recover excessive or unallowable payments from the COUNTY. The COUNTY shall refund to the OAG within thirty (30) calendar days from date of the OAG's request to repay the OAG any funds the COUNTY claimed and received from the OAG for the reimbursement of costs which are subsequently determined by the OAG to be ineligible for reimbursement.

The OAG will have the right to withhold all or part of any future payments to the COUNTY to offset any reimbursement made to the COUNTY for any excessive or ineligible expenditures not yet refunded to the OAG by COUNTY. The OAG may withhold reimbursement(s) from either this contract or an expired contract between the parties with the same funding source, in amounts necessary to fulfill the repayment obligations of the COUNTY.

5.7 Limited Pre-Reimbursement Funding to COUNTY. In lieu of the reimbursement processes addressed above, the OAG, may, at its sole discretion, provide limited pre-reimbursement funding for reimbursable expenses to COUNTY. This limited funding is not preferred and may be allowed upon submission of the following written documentation supporting the request:

- a. A fully executed County Services Agreement Renewal Notice with the Certified Vendor for the time period covered by the pre-reimbursement funding request;
- b. An invoice from the Certified Vendor which includes the dates covered under the Standard Maintenance Phase;
- c. A completed OAG form titled Verification of Continuing Production;
- d. An invoice to the OAG that complies with the requirements of the OAG Template Invoice; and
- e. A written justification explaining the need for pre-reimbursement funding.

The COUNTY should submit an invoice to the OAG no sooner than forty-five (45) days and no later than thirty (30) days before the COUNTY'S obligation to pay matures. The OAG will not provide pre-reimbursement funds any sooner than thirty (30) calendar days prior to the payment becoming due and payable under the COUNTY Service Contract.

5.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. COUNTY shall follow UGMS or any other applicable OMB Circulars, with regard to usage of the contract funds to acquire equipment. COUNTY shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. COUNTY shall permanently identify all equipment purchased under this

contract by appropriate tags or labels affixed to the equipment and to maintain a current inventory of all equipment or assets, which is available to the OAG at all times upon request.

COUNTY will administer a program of maintenance, repair, and protection of equipment or assets under this contract so as to ensure the full availability and usefulness of such equipment or assets. In the event COUNTY is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this contract, it shall use the proceeds to repair or replace said equipment or assets.

To the extent that the OAG reimburses COUNTY for its purchase of equipment and supplies with funds from this contract, COUNTY agrees that upon termination of the contract, title to or ownership of all such purchased equipment and supplies, at the sole option of the OAG, shall remain with the OAG.

5.9 Grant Contract Not Entitlement or Right. COUNTY understands and agrees that reimbursement from grant funds is not an entitlement or right and that it may not be reimbursed for such actual, reasonable and necessary amounts and costs incurred or expenses paid unless the COUNTY strictly complies with all terms, conditions, and provisions of this contract.

SECTION 6. OBLIGATIONS OF THE OFFICE OF THE ATTORNEY GENERAL

6.1 Reimbursable Amount and Limitation of Liability. Those provisions of this contract are contained in the attached Exhibit A. The OAG is not obligated to reimburse expenses that are incurred prior to the commencement of this contract or after the termination of this contract.

The parties stipulate and agree that any act, action or representation by either party, their agents or employee that purports to increase the liability of the OAG is void, without first executing a written amendment to this contract specifically amending this provision. The parties acknowledge and agree that nothing in this contract will be interpreted to create an obligation or liability in excess of the funds currently stated in this contract.

6.2 Funding Limitation. The parties stipulate and agree that funding for this contract is subject to the actual receipt of grant funds (state and/or federal) appropriated to the OAG and such funds are sufficient to satisfy all of OAG's duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance pursuant to this contract. The parties further stipulate and agree that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to the OAG for the Purpose of this contract.

SECTION 7. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by COUNTY. The OAG may require submission of information via facsimile or in an electronic format, including via the internet and/or a web-based data collection method. Unless otherwise indicated by the OAG in writing, the submission of information to the OAG will be by hard-copy to the addresses listed as follows:

- 7.1 Information, Excluding Invoices.** All correspondence, reports or notices, except invoices, must be submitted to:

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

- 7.2 Invoices.** All invoices must be submitted to:

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

SECTION 8. TERMINATION

- 8.1 Termination for Convenience.** Either Party may, in its sole discretion, terminate this contract in whole or in part, without recourse, liability or penalty, upon thirty (30) calendar days notice to other party.

- 8.2 Termination for Cause** In the event that COUNTY fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to COUNTY, immediately terminate all or any part of this contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

- 8.3 Rights Upon Termination or Expiration.** Upon termination or expiration of this contract, the OAG will not reimburse COUNTY, if after the notice of termination or expiration of this contract, the COUNTY thereafter receives services from the Certified Vendor.

If the COUNTY terminates for convenience under Section 8.1, or if the OAG terminates under Section 8.2 before the purpose of this contract is accomplished, then the OAG may require the COUNTY to refund all or some of the grant funds paid under this contract.

The following terms and conditions survive the termination or expiration of this contract: Section 3.6 - Data Extract; Section 4 - Required Reports; Sections 5.2, 5.3, 5.4, 5.6 and 5.8 – Financial Matters and Reimbursements; Section 6 – Reimbursable Amount and Limitation of Liability; Section 9 - Records Retention and Access; Audit Requirements; Sections 11.1, 11.2, 11.6 and 11.7 – Special Terms and Conditions, Section 12 – Construction of Contract and Amendments.

Upon the OAG request, the COUNTY shall deliver to the OAG all work product, deliverables, equipment, all files, records, reports, data, intellectual property license or right and other documents obtained, used, prepared or otherwise developed by COUNTY in the performance of the scope of work authorized by this contract shall vest in the OAG, and upon request of the OAG shall be delivered to the OAG within thirty (30) business days after expiration or termination. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate in its sole discretion, any component of the work product or other deliverable made the subject of this contract.

8.4 Notice to Certified Vendor. Any termination of this contract will also be forwarded by the terminating party to the Certified Vendor.

SECTION 9. RECORDS RETENTION AND ACCESS; AUDIT RIGHTS.

9.1 Duty to Maintain Records. COUNTY shall maintain adequate records to support its charges, procedures, and performances to OAG for all work related to this Contract. COUNTY also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the OAG and auditors of the State of Texas, the United States, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

9.2 Records Retention COUNTY shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

9.3 Audit Trails. COUNTY shall maintain appropriate audit trails to provide accountability for updates to mission critical information, charges, procedures, and performances. Audit trails maintained by COUNTY will, at a minimum, identify the supporting documentation prepared by COUNTY to permit an audit of the system by tracing the activities of individuals through the system. COUNTY's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information. COUNTY agrees that COUNTY's failure to maintain adequate audit trails and corresponding documentation shall create a presumption that the services or performances were not performed.

9.4 Access. COUNTY shall grant access to and make available copies of all data extracts described in Section 3.6, as well as all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract and the operation and management of COUNTY to the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG for the purposes of inspecting, auditing, or copying such items. All records, books, documents, accounting procedures, practices, and any other items, in whatever form or media, relevant to the performance of this contract shall be subject to examination or audit in accordance with all contract performances and duties, all applicable state and federal laws, regulations or directives, by the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG. COUNTY will direct any contractor to discharge COUNTY's obligations to likewise permit access to, inspection of, and reproduction of all books and records of the subcontractor(s) that pertain to this contract.

COUNTY shall provide physical access, without prior notice, and shall direct any contractor and subcontractor to likewise grant physical access to all program delivery sites to representatives of the State of Texas and/or the OAG and its designees.

9.5 Location. Any audit of documents listed in Section 9.4 shall be conducted at the COUNTY's principal place of business and/or the location(s) of the COUNTY's operations during the COUNTY's normal business hours and at the OAG's expense. COUNTY shall provide to OAG and such auditors and inspectors

as OAG may designate in writing, on COUNTY's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or such auditors and inspectors may reasonably require to perform the audits described in this Section 9.

9.6 Reimbursement. If an audit or examination reveals that COUNTY's invoices for the audited period are not accurate, COUNTY shall promptly reimburse OAG for the amount of any overcharge, unallowable or excessive amount.

9.7 Reports. COUNTY shall provide to OAG periodic status reports in accordance with OAG's audit procedures regarding COUNTY's resolution of any audit-related compliance activity for which COUNTY is responsible.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs, UGMA, UGMS, and Other Relevant Authorities. COUNTY agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of COUNTY under this contract, including any authorities relating to programmatic, financial, accounting auditing and/or funding. COUNTY agrees to comply with applicable laws, executive orders, regulations and policies as well as the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter, 783, as amended, and UGMS, as amended by revised federal circulars incorporated in UGMS by the Governor=s Budget and Planning Office. COUNTY also shall comply with all applicable federal and state assurances and certifications contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart A, §____.14, State Assurances.

10.2 Licenses, Certifications and other Authorizations. COUNTY agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of COUNTY's business or operations. COUNTY agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance, state, or federal laws.

10.3 Certifications and Assurances. Exhibit B, attached hereto and incorporated herein, and is applicable to this contract. COUNTY agrees to strictly comply with the requirements and obligation described in Exhibit B.

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

SECTION 11 SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. COUNTY expressly agrees that it is an independent contractor and under no circumstances shall any owners, incorporators, officers, directors, employees, or volunteers of COUNTY be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. COUNTY agrees to take such steps as may be necessary to ensure that each contractor of COUNTY will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG.

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

To the extent allowed by law, COUNTY or contractors are responsible for all types of claims whatsoever due to the actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties and, to the extent allowed by the Texas Constitution without prior encumbrance, COUNTY and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of their actions or performance under this contract. To the extent allowed by the Texas Constitution without prior encumbrance, COUNTY agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of the COUNTY, its employees, representatives, agents, or subcontractors in their performance under this contract.

11.2 Publicity; Intellectual Property. It is expressly agreed that COUNTY may not name the OAG in general or the Attorney General of the State of Texas specifically, in any publication, promotion, marketing, media release, public service announcement, or any other type of communication by COUNTY (nor may COUNTY authorize anyone else to do so), without the express written consent of the OAG. The OAG expressly consents to the use of its name to comply with COUNTY obligations under the Texas Open Meetings Act and the Texas Public Information Act.

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

11.3 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by COUNTY is for the sole benefit of COUNTY and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas. No official, employee, representative or agent of COUNTY has the authority to approve any amendment under

this contract unless that specific authority is expressly granted by the Travis County Commissioners Court.

11.4 No Subcontracting or Assignment Without Prior Written Approval of OAG. COUNTY may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment.

11.5 No Grants to Certain Organizations. Consistent with the OAG's Appropriation, Rider 12, in H.B. No. 1, Article I, Strategy C.1.2, Victims Assistance, 80th Leg. Reg. Sess. (2007), COUNTY confirms that by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

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

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

Except where state law establishes mandatory venue, and to the extent allowed by law, COUNTY agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. To the extent allowed by law, COUNTY 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 COUNTY 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.

SECTION 12 CONSTRUCTION OF CONTRACT AND AMENDMENTS

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

12.2 Entire Agreement, including Exhibits A and B and Incorporated Documents. This contract, including Exhibits A and B, and any other documents incorporated by reference, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties relative to such subject matter. Exhibit A and B are attached and incorporated herein. By executing this contract, COUNTY agrees to strictly comply with the requirements and obligations of this contract, including Exhibits A and B and any other documents incorporated by reference.

12.3 Amendment. This contract shall not be modified or amended in any way except in writing, signed by an authorized person of the Parties for that express purpose. Any properly executed modifications or

amendments of this contract shall be binding upon the Parties and it presumed to be supported by adequate consideration. Any attempted modification or amendment of this contract that does not comply with this Section will be deemed voidable at the sole option of the OAG.

12.4 Partial Invalidity; Non-waiver. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

12.5 Counterparts. This contract may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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

Office of the Attorney General of Texas

Travis County, Texas

Attorney General or designee

Judge Samuel T. Biscoe

Printed Name

Printed Name

Date: _____

Date: _____

EXHIBIT A

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND TRAVIS COUNTY
FOR THE STATE FISCAL YEAR 2009**

OAG Contract No. 0908723

Population Size: Large

The OAG will reimburse COUNTY for allowable SAVNS expenditures as follows:

| Event | Cost for Jail | Cost for Courts | Maximum Number of Months | Total Grant Funds Available |
|---|----------------------|------------------------|---|--|
| Standard Maintenance Phase | | | | |

Service Period (Term). The Service Period (Term) of this contract is stated in Section 2.1 of the Contract.

The maximum number of months is provided above. If this contract does not commence before September 1, 2008, then the portion of any partial month thereafter will be a prorated amount of the monthly amount as determined by the OAG. The OAG is not obligated to pay for services prior to the commencement or after the termination of this contract.

Limitation of Liability of the OAG. The parties stipulate and agree that the total liability of the OAG to COUNTY for any type of liability directly or indirectly arising out of this contract and in consideration of COUNTY'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG to the COUNTY for expenses, if any, as set forth in this contract or arising out of any performance herein shall not exceed:

()

EXHIBIT B

SAVNS MAINTENANCE GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND TRAVIS COUNTY FOR THE STATE FISCAL YEAR 2009

OAG Contract No. 0908723

**The Uniform Grant Management Standards ("UGMS"), Part III, Section _____.14;
Promulgated by the Office of the Governor, State of Texas,
Establish the following assurances applicable to recipients of state grant funds:**

- (1) COUNTY must comply with Texas Government Code, Chapter 573, Vernon=s 1994, by ensuring that no officer, employee, or member of the applicant=s governing body or of the applicant=s contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
- (2) COUNTY must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon=s 1994, unless otherwise expressly prohibited by law.
- (3) COUNTY must comply with Texas Government Code, Chapter 551, Vernon=s 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
- (4) COUNTY must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
- (5) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
- (6) COUNTY that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.
- (7) When incorporated into a grant award or contract, the standard assurances become terms or conditions for receipt of grant funds. COUNTY shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

8) COUNTY must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. COUNTY shall also ensure that all program personnel are properly trained and aware of this requirement.

(9) COUNTY will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to, the following: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. ' ' 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. ' 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. ' ' 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) ' ' 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. ' 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(10) COUNTY, as applicable, will comply, with the provisions of the Davis-Bacon Act (40 U.S.C. ' ' 276a to 276a-7), the Copeland Act (40 U.S.C. ' ' 276c and 18 U.S.C. ' ' 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. ' ' 327-333), regarding labor standards for federally assisted construction sub agreements.

(11) COUNTY, as applicable, will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P. L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

(12) COUNTY will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. ' 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

(13) COUNTY will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

(14) COUNTY, as applicable, will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency=s (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).

(15) COUNTY, as applicable, will comply with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102 (a) requires the purchase of flood

insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed 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.

(16) COUNTY, as applicable, will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. ' ' 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. ' 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

(17) COUNTY, as applicable, will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. ' ' 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(18) COUNTY, as applicable, will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

(19) COUNTY, as applicable, will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

(20) COUNTY, as applicable, will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. ' ' 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

(21) COUNTY, as applicable, will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

(22) COUNTY, as applicable, will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(23) COUNTY, as applicable, will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.

(24) COUNTY, as a signatory party to the grant contract, must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(25) COUNTY must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

10 ✓

Travis County Commissioners Court Agenda Request

Voting Session May 20, 2008
(Date)

Work Session _____
(Date)

I. Request:

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

Requested text:

Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$562,330.57, for the period of May 2, 2008 to May 8, 2008.

Approved by: _____
Signature of Commissioner or County Judge

II. Additional Information:

A. Backup memorandum is attached.

B. Affected agencies and officials.

| | |
|-------------------|----------|
| Linda Moore-Smith | 854-9170 |
| Dan Mansour | 854-9499 |
| Susan Spataro | 854-9125 |
| Christian Smith | 854-9465 |

RECEIVED
COUNTY JUDGE'S OFFICE
08 MAY 13 AM 8:31

III. Required Authorizations: Checked if applicable:

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

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: May 20, 2008

TO: Members of the Travis County Commissioners Court

FROM: Dan Mansour, Risk Manager

COUNTY DEPT. Human Resources Management Department (HRMD)

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

PERIOD OF PAYMENTS MADE: May 2, 2008 to May 8, 2008

**REIMBURSEMENT REQUESTED
FOR THIS PERIOD:** \$562,330.57

HRMD RECOMMENDATION: The Director or Risk Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$562,330.57

Please see the attached reports for supporting detail information.

**TRAVIS COUNTY
HOSPITAL AND INSURANCE FUND
SUPPORTING DETAIL FOR THE
WEEKLY REIMBURSEMENT REQUEST TO
COMMISSIONERS COURT
FOR THE PAYMENT PERIOD
MAY 2, 2008 TO MAY 8, 2008**

-

- Page 1. Detailed Recommendation to Travis County Auditor for transfer of funds.**
- Page 2. Notification of amount of request from United Health Care (UHC).**
- Page 3. Last page of the UHC Check Register for the Week.**
- Page 4. List of payments deemed not reimbursable.**
- Page 5. Journal Entry for the reimbursement.**

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: May 20, 2008
TO: Susan Spataro, County Auditor
FROM: Dan Mansour, Risk Manager
COUNTY DEPT.: Human Resources Management Department (HRMD)

United Health Care (UHC) (Travis County's Third Party Administrator for our Self Insured Health Care Fund) has requested reimbursement for health care claim payments made on behalf of Travis County employees and their dependents as follows:

PERIOD OF PAYMENTS PAID:
FROM: May 2, 2008
TO: May 8, 2008

REIMBURSEMENT REQUESTED: \$ 562,330.57

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

| | |
|--|-----------------|
| NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*: | \$ 1,252,447.08 |
| LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: May 13, 2008 | \$ (690,116.68) |
| Adjust to balance per UHC | \$ 0.17 |
| TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**: | \$ 562,330.57 |
| PAYMENTS DEEMED NOT REIMBURSABLE | \$ - |
| TRANSFER OF FUNDS REQUESTED: | \$ 562,330.57 |

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

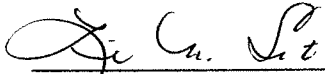
All claims over \$25,000 (2 this week totaling \$149,841.58) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.


Fifteen percent (15%) of all claims under \$25,000 (\$61,997.73) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount paid by UHC. Claims in this random audit met the above requirements but may qualify for more detailed analysis through other resources.

All claims have been reviewed to determine if they have exceeded the \$175,000 stop loss limit. For claims that have exceeded the limit, it has been verified that UHC has complied with the contract. This week credits for stop loss and other reimbursements totaled \$6,216.42.

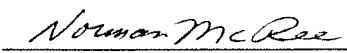
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

I certify that all data listed on this recommendation for transfer of funds is correct and that the payments shown have been made solely for the purpose of health insurance claims.

 5/12/08
Linda Moore Smith, Director Date

 5-12-08
Dan Mansour, Risk Manager Date

 5-12-08
Cindy Purinton, Benefit Contract Administrator Date

 5/19/08
Norman McRee, Financial Analyst Date

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

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

FROM: UNITEDHEALTH GROUP
 AB5

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2008-05-09

REQUEST AMOUNT: \$1,252,447.08

CUSTOMER ID: 00000701254

CONTRACT NUMBER: 00701254 00709445

BANK ACCOUNT NUMBER: 0475012038

ABA NUMBER: 021000021

ADVICE FREQUENCY: DAILY

FUNDING

FREQUENCY: FRIDAY

INITIATOR: CUST

METHOD: ACH

BASIS: BALANCE

CALCULATION OF REQUEST AMOUNT

| | |
|--|----------------|
| + ENDING BANK ACCOUNT BALANCE FROM: 2008-05-08 | \$294,866.91 |
| - REQUIRED BALANCE TO BE MAINTAINED: | \$1,373,674.74 |
| + PRIOR DAY REQUEST: | \$00.00 |
| = UNDER DEPOSIT: | \$1,078,807.83 |
| + CURRENT DAY NET CHARGE: | \$173,639.25 |
| + FUNDING ADJUSTMENTS: | \$00.00 |

REQUEST AMOUNT: \$1,252,447.08

ACTIVITY FOR WORK DAY: 2008-05-02

| CUST PLAN | CLAIM | NON CLAIM | NET CHARGE |
|--------------|-------------|--------------|---------------|
| 0632 | \$39,133.76 | \$00.00 | \$39,133.76 |
| TOTAL: | \$39,133.76 | \$00.00 | \$39,133.76 |

ACTIVITY FOR WORK DAY: 2008-05-05

| CUST PLAN | CLAIM | NON CLAIM | NET CHARGE |
|--------------|-------------|--------------|---------------|
| 0632 | \$98,881.91 | \$00.00 | \$98,881.91 |

Page: 1 of 2

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2008_05_08

| CONTR_NBR | PLN_ID | TRANS_AMT | SRS_DESG_NBR | CHK_NBR | GRP_ID | CLM_ACCT_NBR | ISS_DT | TRANS_TYP_CD | TRANS_DT | WK_END_DT |
|-----------|--------|-------------|--------------|----------|--------|--------------|------------|--------------|----------|------------|
| 701254 | 632 | 1.17 Q2 | | 78807491 | AA | 9 | 5/6/2008 | 100 | 5/8/2008 | 5/8/2008 |
| 701254 | 632 | 0.99 Q2 | | 77192235 | AH | 1 | 5/5/2008 | 100 | 5/7/2008 | 5/8/2008 |
| 701254 | 632 | 0.3 Q2 | | 77217972 | AE | 9 | 5/5/2008 | 100 | 5/7/2008 | 5/8/2008 |
| 701254 | 632 | 0.25 Q2 | | 77125721 | AI | 11 | 5/5/2008 | 100 | 5/7/2008 | 5/8/2008 |
| 701254 | 632 | 0.22 Q2 | | 77212342 | AH | 7 | 5/5/2008 | 100 | 5/7/2008 | 5/8/2008 |
| 701254 | 632 | 0.02 Q2 | | 80496506 | AA | 1 | 5/7/2008 | 100 | 5/9/2008 | 5/8/2008 |
| 701254 | 632 | -0.98 UT | | 86134091 | AA | 8 | 2/13/2008 | 50 | 5/5/2008 | 5/8/2008 |
| 701254 | 632 | -1.68 UU | | 3514401 | A | 3 | 4/30/2008 | 50 | 5/6/2008 | 5/8/2008 |
| 701254 | 632 | -11.9 UT | | 56939611 | A | 3 | 4/30/2008 | 50 | 5/6/2008 | 5/8/2008 |
| 701254 | 632 | -19.71 Q1 | | 47786061 | AI | 11 | 5/2/2008 | 50 | 5/8/2008 | 5/8/2008 |
| 701254 | 632 | -58.65 UR | | 66488391 | AE | 7 | 5/3/2007 | 50 | 5/9/2008 | 5/8/2008 |
| 701254 | 632 | -74.31 Q0 | | 59445831 | AH | 8 | 11/7/2007 | 50 | 5/9/2008 | 5/8/2008 |
| 701254 | 632 | -140.33 O7 | | 89818001 | AH | 6 | 4/29/2008 | 50 | 5/5/2008 | 5/8/2008 |
| 701254 | 632 | -152.49 Q1 | | 25807331 | AF | 2 | 4/29/2008 | 50 | 5/5/2008 | 5/8/2008 |
| 701254 | 632 | -194.6 Q0 | | 75524491 | AH | 8 | 11/20/2007 | 50 | 5/9/2008 | 5/8/2008 |
| 701254 | 632 | -241.2 UR | | 80522895 | AA | 7 | 5/2/2008 | 50 | 5/8/2008 | 5/8/2008 |
| 701254 | 632 | -405 UP | | 68976061 | AA | 7 | 5/3/2008 | 50 | 5/9/2008 | 5/8/2008 |
| 701254 | 632 | -734.03 UT | | 85743781 | AE | 7 | 2/12/2008 | 50 | 5/7/2008 | 5/8/2008 |
| 701254 | 632 | -4181.54 NN | | SSN0000C | AL | 0 | 4/30/2008 | 600 | 5/6/2008 | 5/8/2008 |
| | | | | | | | | | | 562,330.57 |

Travis County Hospital and Insurance Fund - County Employees **UHC Payments Deemed Not Reimbursable**

For the payment week ending: 05/08/2008

| CONTR_# | TRANS_AMT | SRS | CHK_# | GRP | ACCT# | CLAIM | ISS_DATE | TRANS_CODE | TRANS_DATE |
|---------|-----------|-----|-------|-----|-------|-------|----------|------------|------------|
|---------|-----------|-----|-------|-----|-------|-------|----------|------------|------------|

Total: \$0.00

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 5/8/2008

| TYPE | MEMBER TYPE | TRANS_AMT |
|-------------|--------------------|--------------|
| CEPO | | |
| | EE | |
| | 526-1145-522.45-28 | 46,395.39 |
| | RD | |
| | 526-1145-522.45-28 | 99.08 |
| | RR | |
| | 526-1145-522.45-29 | 4,035.89 |
| Total CEPO | | \$50,530.36 |
| EPO | | |
| | EE | |
| | 526-1145-522.45-20 | 159,296.92 |
| | RR | |
| | 526-1145-522.45-21 | 10,136.65 |
| Total EPO | | \$169,433.57 |
| PPO | | |
| | EE | |
| | 526-1145-522.45-25 | 321,137.48 |
| | RR | |
| | 526-1145-522.45-26 | 21,229.16 |
| Total PPO | | \$342,366.64 |
| Grand Total | | \$562,330.57 |

Friday, May 09, 2008

Page 1 of 1

11

Travis County Commissioners Court Agenda Request

Voting Session 5/20/08
(Date)

Work Session _____
(Date)

I. Request made by:

Alicia Perez, Executive Manager, Administrative Operations Phone # 854-9343
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

Routine Personnel Actions

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

II. Additional Information

- A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight copies of request and backup).
- B. List all of the agencies or official names and telephone numbers that might be affected or be involved with the request. Send a copy of request and backup to each party listed.

III. Required Authorizations: Please check if applicable:

_____ Planning and Budget Office (854-9106)

_____ Human Resources Management Department (854-9165)

_____ Purchasing Office (854-9700)

_____ County Attorney's Office (854-9415)

_____ County Auditor's Office (854-9125)



HRMD

Human Resources Management Department

1010 Lavaca Street, 2nd Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203


May 20, 2008

ITEM # :

DATE: May 9, 2008

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

VIA: Alicia Perez, Executive Manager, Administrative Operations

FROM: Linda Moore Smith, Director, HRMD 

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 7.

Green-Circled Slot, FY 06 Job Analysis Project Green-Circled Slot; Human Resources Management Dept audited 1 Pay Determination Guide/Employee Information Form (PDG/EIF); 1 incumbent met the new minimum job requirements. Page 7.

If you have any questions or comments, please contact me.

LMS/LAS/clr

Attachments

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

WEEKLY PERSONNEL AMENDMENTS --- ROUTINE

| NEW HIRES | | | | |
|-------------------------------|-------------|------------------------------|--|---|
| Dept. | Slot | Position Title | Dept. Requests Level/Salary | HRMD Recommends Level/Salary |
| Comm Pct 2 | 3 | Executive Asst* | 16 / \$44,400.00 | 16 / \$44,400.00 |
| Constable 3 | 36 | Deputy Constable* | 61 / Step 1 / \$40,950.21 | 61 / Step 1 / \$40,950.21 |
| County Clerk | 25 | Court Clerk I | 13 / Level 3 / \$32,156.80 | 13 / Level 3 / \$32,156.80 |
| County Clerk | 50 | Court Clerk Asst* | 11 / \$27,456.52 | 11 / \$27,456.52 |
| ITS | 77 | Telecommunications Tech I | 17 / Level 6 / \$45,614.40 | 17 / Level 6 / \$45,614.40 |
| JP Pct 2 | 6 | Court Clerk I | 13 / Minimum / \$29,501.26 | 13 / Minimum / \$29,501.26 |
| Juvenile Court | 391 | Juvenile Probation Ofcr III* | 15 / Level 5 / \$38,833.60 | 15 / Level 5 / \$38,833.60 |
| Pretrial Services | 75 | Pretrial Officer I** | 13 / Level 1 / \$30,388.80 | 13 / Level 1 / \$30,388.80 |
| Pretrial Services | 76 | Pretrial Officer I** | 13 / Level 1 / \$30,388.80 | 13 / Level 1 / \$30,388.80 |
| Pretrial Services | 77 | Pretrial Officer I** | 13 / Minimum / \$29,501.26 | 13 / Minimum / \$29,501.26 |
| Sheriff | 299 | Cadet** | 80 / Step 1 / \$33,750.91 | 80 / Step 1 / \$33,750.91 |
| Sheriff | 917 | Phys Asst / Nurse Pract | 24 / \$84,747.94 | 24 / \$84,747.94 |
| Sheriff | 1192 | Cadet** | 80 / Step 1 / \$33,750.91 | 80 / Step 1 / \$33,750.91 |
| Sheriff | 1419 | Cadet** | 80 / Step 1 / \$33,750.91 | 80 / Step 1 / \$33,750.91 |
| Tax Collector | 17 | Tax Compliance Ofcr* | 13 / Minimum / \$29,501.26 | 13 / Minimum / \$29,501.26 |
| TNR | 220 | Office Specialist | 10 / Level 5 / \$27,684.80 | 10 / Level 5 / \$27,684.80 |
| TNR | 446 | Road Maint Worker | 8 / Level 2 / \$22,276.80 | 8 / Level 2 / \$22,276.80 |
| TNR | 519 | Road Maint Worker | 8 / Level 2 / \$22,276.80 | 8 / Level 2 / \$22,276.80 |
| * Temporary to Regular | | | ** Actual vs Authorized | |

| TEMPORARY APPOINTMENTS | | | | | |
|-------------------------------|-------------|---------------------------|---|---|---|
| Dept. | Slot | Position Title | Dept. Requests Grade/Salary | HRMD Recommends Grade/Salary | **Temporary Status Type Code |
| County Clerk | 20101 | Elec Clk – Erly Vting Clk | 6 / \$9.00 | 6 / \$9.00 | 02 |
| County Clerk | 20102 | Elec Clk – Erly Vting Clk | 6 / \$9.00 | 6 / \$9.00 | 02 |
| County Clerk | 20184 | Elec Clk – Erly Vting Clk | 6 / \$9.00 | 6 / \$9.00 | 02 |
| County Clerk | 20234 | Elec Clk – Erly Vting Clk | 6 / \$9.00 | 6 / \$9.00 | 02 |
| County Clerk | 20253 | Elec Clk – Erly Vting Clk | 6 / \$9.00 | 6 / \$9.00 | 02 |
| County Clerk | 20260 | Elec Clk – Erly Vting Clk | 6 / \$9.00 | 6 / \$9.00 | 02 |
| County Clerk | 20270 | Elec Clk – Erly Vting Clk | 6 / \$9.00 | 6 / \$9.00 | 02 |
| County Clerk | 20275 | Elec Clk – Erly Vting Clk | 6 / \$9.00 | 6 / \$9.00 | 02 |
| County Clerk | 20281 | Elec Clk – Erly Vting Clk | 6 / \$9.00 | 6 / \$9.00 | 02 |
| County Clerk | 20299 | Elec Clk – Erly Vting Clk | 6 / \$9.00 | 6 / \$9.00 | 02 |
| County Clerk | 20311 | Elec Clk – Erly Vting Clk | 6 / \$9.00 | 6 / \$9.00 | 02 |
| County Clerk | 20320 | Elec Clk – Erly Vting Clk | 6 / \$9.00 | 6 / \$9.00 | 02 |
| County Clerk | 20341 | Elec Clk – Erly Vting Clk | 6 / \$9.00 | 6 / \$9.00 | 02 |
| County Clerk | 20505 | Elec Clk – Erly Vting Clk | 6 / \$9.00 | 6 / \$9.00 | 02 |
| County Clerk | 20569 | Elec Clk – Erly Vting Clk | 6 / \$9.00 | 6 / \$9.00 | 02 |
| County Clerk | 20603 | Elec Clk – Erly Vting Clk | 6 / \$9.00 | 6 / \$9.00 | 02 |
| County Clerk | 20621 | Elec Clk – Erly Vting Clk | 6 / \$9.00 | 6 / \$9.00 | 02 |
| County Clerk | 20624 | Elec Clk – Erly Vting Clk | 6 / \$9.00 | 6 / \$9.00 | 02 |
| Fac Mgmt | 50054 | Custodian | 5 / \$10.00 | 5 / \$10.00 | 05 |
| * Regular to Temporary | | | **Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits). | | |

TEMPORARY APPOINTMENTS

| Dept. | Slot | Position Title | Dept. Requests Grade/Salary | HRMD Recommends Grade/Salary | **Temporary Status Type Code |
|----------------|-------|----------------------------------|-----------------------------------|------------------------------------|------------------------------------|
| Juvenile Court | 50166 | Juvenile Detention Ofcr Asst* | 10 / \$11.58 | 10 / \$11.58 | 05 |
| Tax Collector | 20106 | Administrative Asst I | 11 / \$12.39 | 11 / \$12.39 | 02 |
| Tax Collector | 50060 | Administrative Asst I | 11 / \$12.39 | 11 / \$12.39 | 05 |

* Regular to Temporary

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

CAREER LADDERS – POPS

| Dept. | Slot | Current Position Title/Grade | New Position Title/Grade | Current Annual Salary | Proposed Annual Salary | Comments Current HRMD Practice |
|---------|------|---|--|-----------------------------|------------------------------|--|
| Sheriff | 1112 | Deputy Sheriff Law Enforcement* / Grd 72 | Deputy Sheriff Sr Law Enforcement / Grd 74 | \$47,322.91 | \$51,307.98 | Career Ladder. Peace Officer Pay Scale (POPS). |
| Sheriff | 1651 | Deputy Sheriff Law Enforcement* / Grd 72 | Deputy Sheriff Sr Law Enforcement / Grd 74 | \$56,554.99 | \$64,200.03 | Career Ladder. Peace Officer Pay Scale (POPS). |

* Actual vs Authorized

CAREER LADDERS – NON-POPS

| Dept. | Slot | Current Position Title/Grade | New Position Title/Grade | Current Annual Salary | Proposed Annual Salary | Comments Current HRMD Practice |
|----------------------|------|---|--|-----------------------------|------------------------------|--|
| Juvenile Court | 350 | Juvenile Res Trt Ofcr I* / Grd 11 | Juvenile Res Trt Ofcr II* / Grd 12 | \$27,590.80 | \$28,970.34 | Career Ladder. Pay is between min and midpoint of pay grade. |
| Juvenile Court | 435 | Juvenile Res Trt Ofcr I* / Grd 11 | Juvenile Res Trt Ofcr II* / Grd 12 | \$27,590.80 | \$28,970.34 | Career Ladder. Pay is between min and midpoint of pay grade. |
| Pretrial Services | 56 | Pretrial Officer II* / Grd 14 | Pretrial Officer Sr / Grd 15 | \$37,106.70 | \$39,704.17 | Career Ladder. Pay is between min and midpoint of pay grade. |

* Actual vs Authorized

| PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS | | | | |
|--|---|---------------------------|---|--|
| Dept. (From) | Slot – Position Title – Grade – Salary | Dept. (To) | Slot – Position Title – Grade – Salary | Comments |
| Constable 2 | Slot 5 / Deputy Constable* / Grd 18 / \$41,348.32 | Constable 2 | Slot 5 / Deputy Constable Sr / Grd 19 / \$44,604.98 | Promotion. Pay is between min and midpoint of pay grade. |
| County Atty | Slot 66 / Legal Secretary / Grd 15 / \$37,081.60 | County Atty | Slot 59 / Legal Secretary Sr / Grd 16 / \$38,935.68 | Promotion. Pay is between min and midpoint of pay grade. |
| County Clerk | Slot 30 / Court Clerk I / Grd 13 / \$33,023.34 | County Clerk | Slot 124 / Court Clerk II / Grd 15 / \$35,796.80 | Promotion. Pay is between min and midpoint of pay grade. |
| County Clerk | Slot 60006 / Elec Clk – Elc Cr Spc Pr Tmps / Grd 13 / \$37,385.31 | County Clerk | Slot 8 / Executive Asst – Elctd Official / Grd 18 / \$48,796.80 | Employee promoted from pay grade 13 to 18. HRMD reviewed supporting documents. Pay is at level 6. |
| JP Pct 2 | Slot 7 / Court Clerk II / Grd 15 / \$37,257.01 | JP Pct 3 | Slot 7 / Court Clerk II / Grd 15 / \$37,257.01 (Slot removed from green-circled table) | Lateral transfer. Employee transferred to different department, same pay grade, retains current pay. |
| Juvenile Court | Slot 70 / Juvenile Probation Ofcr II / Grd 14 / \$35,333.40 | Juvenile Court | Slot 507 / Juvenile Probation Ofcr III / Grd 15 / \$37,100.07 | Promotion. Pay is between min and midpoint of pay grade. |
| Juvenile Court | Slot 208 / Juvenile Probation Ofcr II / Grd 14 / \$34,346.03 | Juvenile Court | Slot 483 / Juvenile Probation Ofcr III / Grd 15 / \$36,063.33 | Promotion. Pay is between min and midpoint of pay grade. |
| Juvenile Court | Slot 416 / Juvenile Detention Ofcr III / Grd 13 / \$32,374.81 | Juvenile Court | Slot 227 / Juvenile Probation Ofcr II / Grd 14 / \$33,993.55 | Promotion. Pay is between min and midpoint of pay grade. |
| Juvenile Court | Slot 555 / Office Asst / Grd 8 / \$23,826.60 | Juvenile Court | Slot 589 / Court Clerk I / Grd 13 / \$29,501.26 | Promotion. Pay is at minimum of pay grade. |
| PBO | Slot 1 / Exec Mgr – Plng & Budg / Grd 32 / \$130,459.68 | PBO | Slot 17 / Exec Mgr – Plng / Budg Succession / Grd 32 / \$130,459.68 | Lateral transfer. Employee transferred to different slot, to Succession position, same department, same pay grade, retains current pay. Ending on 9/30/08. |
| * Actual vs Authorized | | | | |

**PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY
REASSIGNMENTS / TEMPORARY ASSIGNMENTS**

| Dept. (From) | Slot – Position Title – Grade – Salary | Dept. (To) | Slot – Position Title – Grade – Salary | Comments |
|-------------------------------|---|-----------------------|---|--|
| Sheriff | Slot 8 / Financial Manager / Grd 24 / \$88,150.72 | Sheriff | Slot 909 / Financial Manager Succession / Grd 24 / \$88,150.72 | Lateral transfer. Employee transferred to different slot, to Succession position, same department, same pay grade, retains current pay. Ending on 8/31/08. |
| Sheriff | Slot 28 / RN Charge Nurse / Grd 21 / \$76,001.74 | Sheriff | Slot 33 / RN Charge Nurse / Grd 21 / \$76,001.74 | Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay. |
| Sheriff | Slot 102 / Licensed Voc Nurse / Grd 15 / \$49,403.75 | Sheriff | Slot 100 / Licensed Voc Nurse / Grd 15 / \$49,403.75 | Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay. |
| Star Flight | Slot 11 / Helicopter Pilot CH / Flt Inst / Grd 26 / \$86,351.64 | Star Flight | Slot 11 / Helicopter Pilot CH / Flt Inst / Grd 26 / \$87,646.91 | Salary adjustment. Pay is between min and midpoint of pay grade. |
| * Actual vs Authorized | | | | |

THIS SECTION INTENTIONALLY LEFT BLANK.

Green-Circled Slot, FY 06 Job Analysis Project; Human Resources Management Dept audited 1 Pay Determination Guide/Employee Information Form (PDG/EIF); 1 incumbent met the new minimum job requirements, as agreed upon by affected departments. Fund Source – FY 07 Green-Circled Slots Compensation Reserve.

| Department | Slot # | Job Class Title | PG | Current Salary | Green-Circled Pay Adj. | Prop Salary |
|------------|--------|-----------------|----|----------------|------------------------|-------------|
| JP Pct 3 | 7 | Court Clerk II | 15 | \$31,144.46 | \$2,619.97 | \$33,764.43 |

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

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Gerald Daugherty, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4

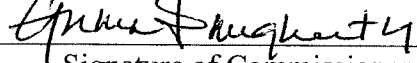
TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

12

Voting Session: Tuesday, May 20, 2008

I. A. Request made by: Alicia Perez ^(B) Exec. Mgr. Phone #: 854-9343
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested topic: CONSIDER AND TAKE APPROPRIATE
ACTION ON RECOMMENDATIONS RECEIVED FROM THE TRAVIS COUNTY
HISTORICAL COMMISSION FOR NAMING THE
COUNTY BUILDINGS AT 8656 STATE HIGHWAY 71

C. Approved by: 
Signature of Commissioner Daugherty

II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

Additional funding for any department or for any purpose

Transfer of existing funds within or between any line item

Grant

Human Resources Department (854-9165)

Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)

Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 12:00pm on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.



TRAVIS COUNTY ADMINISTRATIVE OPERATIONS
Alicia Perez, Executive Manager

314 West 11th Street , Suite 535 PO Box 1748 Austin, TX 78767 Tel: (512) 473-9343 Fax: 473-9542

TO: COMMISSIONERS COURT

FROM: ALICIA PEREZ, EXECUTIVE MANAGER
ADMINISTRATIVE OPERATIONS

DATE: TUESDAY, MAY 13, 2008

RE: NAMING THE BUILDINGS AT 8656
STATE HIGHWAY 71

Proposed Motion:

Consider recommendations from the Travis County Historical Commission to name the Travis County buildings at 8656 State Highway 71, and take appropriate action.

Summary and Staff Recommendation:

On March 18, 2008, pursuant to Travis County Code, §1.020 (b) (1.), the Commissioners Court issued a call for recommendations. The nine recommendations received from the public were forwarded to the Travis County Historical Commission on April 22; at their May 7 meeting, the Commission considered the issue and voted to make the

comments and recommendations described in the May 9, 2008 letter from the Historical Commission (please see Exhibit 1).

Travis County Code § 1.020 (c) says: "Final Decision. A decision by the Commissioners Court to name or not name a facility will be final, and sole discretion in this matter remains with the Commissioners Court."

Exhibits:

1. Letter from Historical Commission chair
2. Naming Buildings Policy
3. News release sent March 20, 2008
4. Proposed timeline

cc: Barry Hutcheson, Travis County Historical Commission



Travis County Historical Commission

EXHIBIT 1

May 9, 2008

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

RECEIVED
COUNTY JUDGE'S OFFICE
08 MAY 13 AM 10:57

Re: Naming a Precinct 3 building at 8656 Highway 71.

Dear Judge Biscoe:

The Travis County Historical Commission met on May 7, 2008, at its regularly scheduled monthly meeting. Our first item of business was to review the suggested names for a County building at 8656 Highway 71 that had been referred to us by the Commissioners Court, following the public hearing of April 22, 2008. During the public comment portion of our meeting, a number of citizens spoke in support of one of the suggested names. With these comments and the materials provided from the public hearing by the Court, the Historical Commission membership considered the list of names and voted to recommend a name for one of the buildings in the complex.

We recommend that Building B in the Precinct 3 complex at 8656 Highway 71 be named "The UT Tower Heroes Building" to honor the law enforcement officers and civilians who risked their lives during the 1966 University of Texas tower stand-off with sniper Charles Whitman.

Following additional discussion, we voted to recommend to the Court that the building complex could be named to honor Ann Richards, former Precinct 3 Commissioner and Governor of Texas. We further suggest that Building A in the complex could be named to honor the Precinct emergency services workers.

The Travis County Historical Commission appreciates the opportunity to provide input on this issue. Please let us know if we can be of additional assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Barry Hutcheson".

Barry Hutcheson
Chair

cc: Alicia Perez

Exhibit 2. Policy for Naming New Travis County Facilities. (ADOPTED FEB. 13, 1996)

- (a) Purpose: To develop written guidelines for naming Travis County Facilities in open and more efficient manner.
- (b) Procedure
 - (1) At any time a Travis County facility is to be named, the Commissioners Court will issue a call for recommendations, provide notice as to the opportunity, and schedule the matter for public discussion and consideration by the Commissioners Court.
 - (2) Recommendation by a Private Citizen and/or Group. Any private citizen and/or group may make a recommendation to the Travis County Commissioners Court regarding the naming of a County facility by presenting that recommendation in writing to any member of the Commissioners Court and/or presenting that recommendation in the Commissioners Court meeting set for public discussion of the matter.
 - (3) If the recommendation is to name the facility after an individual, the following criteria must be met:
 - (A) The individual must have made a significant contribution to Travis County.
 - (B) The private citizen and/or group making the recommendation must provide a written biographical sketch of the individual, whether living or deceased, to the Commissioners Court when making the recommendation.
 - (4) After the public hearing, the Commissioners Court will submit all recommendations to the Travis County Historical Commission, or any other group designated by the Commissioner Court, for review and comment.
 - (5) Within the time set by the Commissioners Court, the Travis County Historical Commission (or any reviewing group), will provide the Court with its comments on names which were considered.
 - (6) Upon receipt of the comments and recommendations made by the reviewing body, the Commissioners Court will consider all recommendations using the above criteria, and any other factors that the Commissioners Court deems appropriate, and make a final determination.
 - (7) Once a final decision has been made, the Commissioners Court:
 - (A) If the person for whom the facility will be named is living, the Commissioners Court must obtain the permission of that person prior to naming the facility.
 - (B) If the person for whom the facility will be named is deceased, the Commissioners Court should contact immediate family members when feasible.
- (c) Final Decision. A decision by the Commissioners Court to name or not name a facility will be final, and the sole discretion in this matter remains with the Commissioners Court. The fact that the criteria listed in Section 1.020.(b)(3) have been met does not obligate the Commissioners Court to name a County facility after the individual recommended.

Travis County Commissioners Court

Exhibit 3

SAMUEL T. BISCOE
County Judge

RON DAVIS
Commissioner, Pct. 1

GERALD DAUGHERTY
Commissioner, Pct. 3



SARAH ECKHARDT
Commissioner, Pct. 2

MARGARET J. GÓMEZ
Commissioner, Pct. 4

Travis County Administration Building, 314 W. 11th, Commissioners Courtroom, 1st Floor, Austin, TX 78701

FOR IMMEDIATE RELEASE

Date: Thursday, March 20, 2008

Contact: Travis County Administrative Operations (512) 854-9343, FAX 854-9542

Commissioners Court calls for recommendations to name County building

The public is invited to submit recommendations to name the Travis County building located at 8656 Highway 71 in Travis County Precinct 3. The Precinct 3 Justice of the Peace and Constable are located in this building.

The deadline to submit recommendations to name the building is Monday, April 14, 2008.

All recommendations must be in writing. If the recommendation is to name the building after an individual:

- The individual must have made a significant contribution to Travis County.
- The recommendation must include a biographical sketch of the individual.

A Public Hearing to consider comments on name suggestions received will be held on Tuesday, April 22nd, 2008, at 9:00 AM, in the Commissioners Courtroom on the first floor of the Granger Building, 314 W. 11th Street.

Submit recommendations to:

Alicia Perez, Executive Manager
Travis County Administrative Operations
PO Box 1748
Austin, TX 78767
Fax: (512) 854-9542

-OR-

E-mail: shawn.malone@co.travis.tx.us

PROPOSED NAMING PCT. 3 BUILDING TIMELINE

Exhibit 4

| | | |
|------------------|--|---|
| 3/18/2008 | COMM. COURT AGENDA ITEM ISSUING CALL FOR RECOMMENDATIONS TO NAME PCT. 3 BLDG. | CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO ISSUE CALL FOR RECOMMENDATIONS TO NAME A COUNTY BUILDING (AGENDA ITEM 20 APPROVED) |
| 3/20/2008 | SEND NEWS RELEASE | THURSDAY, MARCH 20 |
| 4/14/2008 | DEADLINE FOR RECEIVING RECOMMENDATIONS | MONDAY, APRIL 14, 2008 |
| 4/22/2008 | COMM. COURT AGENDA ITEMS | TWO SEPARATE AGENDA ITEMS: ONE PUBLIC HEARING, ONE ACTION ITEM TO SEND THE SUGGESTIONS TO THE TRAVIS COUNTY HISTORICAL COMMISSION |
| 5/7/2008 | HISTORICAL COMMISSION MEETING | FIRST WEDNESDAY OF MAY |
| 5/13/2008 | SUBMIT AGENDA ITEM TO JUDGE BISCOE | TO INCLUDE LETTER FROM HISTORICAL COMMISSION CHAIR BARRY HUTCHESON |
| 5/20/2008 | COMMISSIONERS COURT ITEM TO RECEIVE COMMENTS FROM HISTORICAL COMMISSION AND NAME THE BUILDING | ON TUESDAY, MAY 20, ALSO GIVE STAFF DIRECTION ON PLAQUE, SIGN ETC. |

VS 5/20/2008

Printed 5/13/2008 7:42 PM

TRAVIS COUNTY COMMISSIONERS COURT
AGENDA REQUEST

13

Voting Session: May 20, 2008

I. A. Request made by: Alicia Perez, Exec. Mgr., Admin Ops Phone #: 854-9343
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE
PLANNING AND PROGRAMMING OF THE NEW PRECINCT ONE OFFICE
BUILDING.

C. Approved by: Ron Davis/fc
Signature of Commissioner or Judge

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

Judge Richard Scott, Justice-of-the-Peace, Precinct 1 (47700)
Constable Luke Mercer, Constable, Precinct 1 (47510)
Roger A, El Khoury, M.S., P.E., Director, Facilities Management Department (44579)

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

_____ Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

FACILITIES MANAGEMENT DEPARTMENT

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

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



MEMORANDUM

FMD: PCT1-05-08R-1N

File: 101

TO: The Commissioners Court

VIA: Alicia Perez, Executive Manager, Administrative Operations

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

A handwritten signature in black ink, reading "Roger El Khoury", is written over the printed name of the director.

DATE: May 13, 2008

SUBJECT: Precinct One Office Building - Planning and Programming

Proposed Motion:

Consider and take appropriate action regarding the planning and programming of the new Precinct One Office Building.

Summary and Staff Recommendation:

Facilities Management Department (FMD) recommends approval of the architectural planning, programming, and schematic design of the new Precinct One Office Building. The planning, programming, and schematic design have been developed in close coordination with the user departments during planning sessions held since January 2008. In addition to the planning and programming, FMD worked on the schematic design so that we can show the users the building layout and related elevations which are shown on the following exhibits:

- Exhibit A shows the architectural space program of the proposed new building
- Exhibit B-1 shows the schematic design site plan of the proposed new building with the existing building
- Exhibit B-2 shows the schematic design site plan of the proposed new building without the existing building
- Exhibit C shows the schematic design floor plan of the proposed new building. The Proposed new building will be 14,390 square feet (SF) while the existing building is 6,288 SF. Therefore, there will be an additional 8,102 SF provided for current and future growth.
- Exhibit D-1 shows the South and West elevations
- Exhibit D-2 shows the North and East elevations.

The following is a general description of the proposed new Precinct One Office Building which will be built on the site of the current Precinct One Building. The main elements of the space program include:

1. Constable One Offices – There will be one main room that will have workspaces for 14 employees, with expansion space for eight more. There will be an office for the Constable, three other private offices, meeting space, storage, file space, break room, two locker rooms and showers for employees, and two window tellers facing the public lobby.
2. Justice of the Peace One Offices – There will be one main room with workspaces for 12 employees, with expansion space for eight more clerks, four private offices, one meeting room, break room, file rooms, and five window tellers facing the public lobby.
3. Courtroom - The courtroom will have a fully accessible bench and bar, with six jury seats. The Judge's office opens directly into the courtroom and has a private restroom. There will be a public entrance to the courtroom as well as more secure entry from the Justice of the Peace office space. Included in the suite is a jury room, two unisex restrooms and storage.
4. Public Lobby - The public lobby is located at the intersection of the two wings of the building and facing an active bus stop. The lobby will be a large space with natural light filtered in from high ceilings and seating for approximately 30 visitors. Opening directly onto the lobby will be a conference room for small meetings; a room for ITS needs; and public restrooms.
5. Public Multipurpose Room – Planned for 992 SF, it is a large public meeting room located at the far end of the Constable's wing of the building that will be utilized for various functions. This space will have a separate entry, and includes two unisex restrooms and a small kitchenette.
6. Future Expansion – As described above, eight additional workspaces for the Constable and eight additional workspaces for the Justice of the Peace are being provided in the main work rooms of their respective sections of the building for future staff growth.

Budgetary and Fiscal Impact:

The total proposed FY09 budget is \$2,978,930 for design and construction.

Background:

In the FY08 budget, the Commissioners Court approved \$50,000 for the planning and programming of a new office building for Precinct One due to the growth on the east side of the County. Facilities Management Department obtained the staffing projection for the two offices in the fall of 2007 from PBO. Then, Facilities Management worked on the space planning and programming, and schematic design in coordination with the users.

Required Authorizations:

Planning and Budget: N/A

Purchasing: N/A

County Attorney: N/A

Exhibits:

1. Architectural Space Program (A)
2. Schematic Design Site Plan (B-1 & B-2)
3. Schematic Design Floor Plan (C)
4. Schematic Design Elevations (D-1 & D-2)

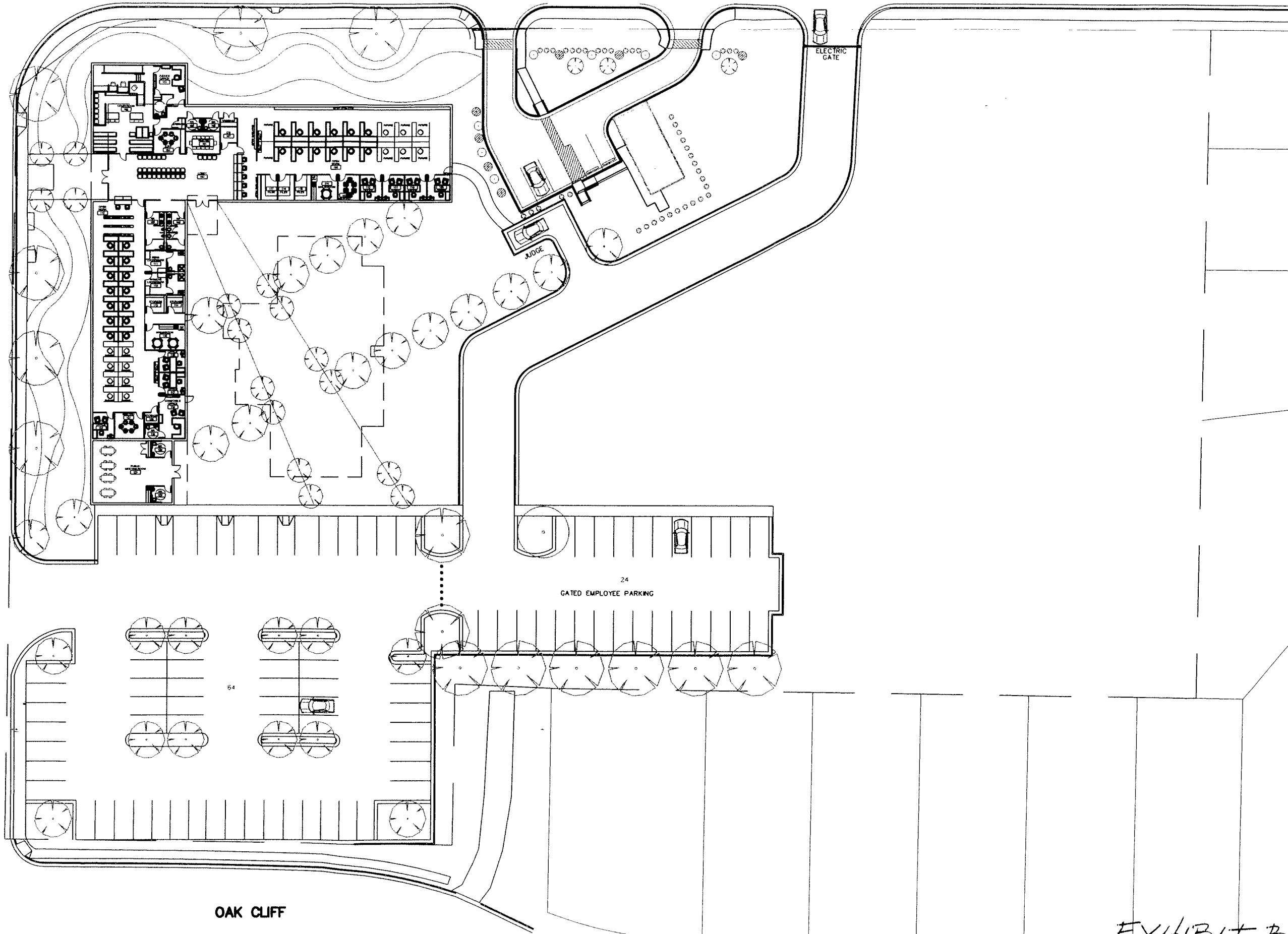
| Program Element | Position | 1st Flr | Total SF | Space Need | Adjacencies | Comments | Utilities | FF&E |
|---------------------------------------|--------------------------|--------------|----------|--------------------------------|-----------------|-------------|-----------|------|
| Justice-of-the-Peace | | | | | | | | |
| Judge Richard Scott | JP | 292 | | office with closet | Courtroom | 15x16 | | |
| JP restroom | | 50 | | restroom | JP Office | 7x6.5 | | |
| JP closet | | 12 | | | | | | |
| Cherry Johnson | Division Manager | | | office | | 11x17 | | |
| Betty City | Criminal Div Supervisor | 134 | | office | | 11x11.5 | | |
| Nikki Fowler | Criminal Clerk | 72 | | cubicle | | 7x9 | | |
| Anthony Brown | Criminal Clerk | 72 | | cubicle | | 7x9 | | |
| La Tasha Selman | Criminal Clerk | 72 | | cubicle | | 7x9 | | |
| Liza Rivera | Criminal Clerk | 72 | | cubicle | | 7x9 | | |
| Harlan Wallace | Court Clerk-Criminal | 72 | | cubicle | | 7x9 | | |
| Vacant | Criminal Clerk-Spc. Pft. | 134 | | office | | | | |
| Jessica Mendez | Warrant Clerk - Crim. | 72 | | cubicle | | 7x9 | | |
| Shermeka Bailey | Criminal Clerk | 72 | | cubicle | | 7x9 | | |
| Kerice Carter | Court Clerk - Crim. | 72 | | cubicle | | 7x9 | | |
| Mr. Hardy | Civil Clerk | 72 | | cubicle | | 7x9 | | |
| Robie Brown | Court Clerk | 72 | | cubicle | | 7x9 | | |
| Lameche Wright | Court Clerk - Civil Lead | 134 | | office | | 7x9 | | |
| Breakroom | | 156 | | | | | | |
| Jury Room | | 171 | | office | Courtroom | 11x19 | | |
| Male/Female staff restroom | | 103 | | restroom | Jury Room | 6.5x7 | | |
| Conference Room | | 135 | | conf. with coffee bar for Jury | Courtroom | | | |
| 6 windows at reception area | | 230 | | counter space | Waiting, Clerks | 6x22 | | |
| closed file storage | | 100 | | | | 12x14 | | |
| active file storage | | 200 | | | Clerks | 12x16 | | |
| supplies, copiers, fax, etc. | | 210 | | | Clerks | | | |
| courtroom | | 1,211 | | | Lobby | | | |
| circulation | | 2,257 | | Includes 10 years growth space | | | | |
| Subtotal JP | | 6,596 | | | | | | |
| Constable 1 Offices | | | | | | | | |
| Elected Official Office | Constable | 339 | | office with restroom | | | | |
| Willie Madison | Chief Deputy | 139 | | office | | | | |
| Gwen Davis | Office Manager | 139 | | office | | | | |
| Sgt. Knox | Sergeant | 139 | | office | | | | |
| Jesse Villalobos | Corporal | 49 | | cubicle | | | | |
| Sean Williams | Corporal | 49 | | cubicle | | | | |
| Carl Cannon | Sr. Deputy | 49 | | cubicle | | | | |
| Billy Newton | Sr. Deputy | 49 | | cubicle | | | | |
| Gino Trevino | Sr. Deputy | 49 | | cubicle | | | | |
| Richard Furs | Sr. Deputy | 49 | | cubicle | | | | |
| Tonya Nixon | Sr. Deputy | 49 | | cubicle | | | | |
| Dereck Williams | Deputy | 49 | | cubicle | | | | |
| Darrell Johnson | Deputy | 49 | | cubicle | | | | |
| Anna Harper | Deputy | 49 | | cubicle | | | | |
| Joseph Jiles | Deputy | 49 | | cubicle | | | | |
| Sharon Coleman | Court Clerk I | 49 | | cubicle | | | | |
| LuLa Bailey | Court Clerk I | 49 | | cubicle | | | | |
| Jason Jarmon | Court Clerk I | 49 | | cubicle | | | | |
| Barbara Ochoa | Court Clerk I | 49 | | cubicle | | | | |
| Myra Green | Court Clerk I | 49 | | cubicle | | | | |
| 2 windows at reception area | | 139 | | counter space | Waiting, Clerks | | | |
| men's locker room/restroom | | 203 | | | | | | |
| women's locker room/restrm | | 203 | | | | | | |
| Breakroom | | 238 | | | | | | |
| copier, fax, printers, supply storage | | 112 | | | Clerks | | | |
| conference room | | 182 | | | | | | |
| evidence storage room | | 82 | | secure walls/door | | | | |
| secure storage room | | 82 | | | | | | |
| warrant files | | 112 | | | | | | |
| circulation | | 1,492 | | Includes 10 years growth space | | | | |
| Subtotal Constable | | 4,555 | | | | | | |
| Shared Space | | | | | | | | |
| Lobby/waiting room | | 1,348 | | | Courtroom, JP | | | |
| Prosecutor's Meeting Room | | 162 | | | | | | |
| Men's public restroom | | 318 | | | Lobby | | | |
| Women's public restroom | | 319 | | | Lobby | | | |
| Public Meeting Room | | 992 | | | | includes rr | | |
| Subtotal Shared Spaces | | 3,139 | | | | | | |

John Mercer 4-10-08
Richard A. A

EXHIBIT A

SPRINGDALE RD.

HEFLIN LANE

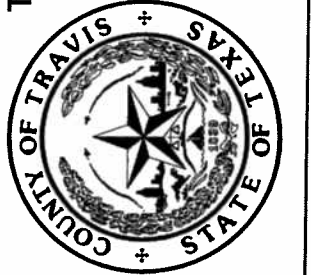


OAK CLIFF

EXHIBIT B-1

EXHIBIT B-1

TRAVIS COUNTY
FACILITIES
MANAGEMENT
DEPARTMENT



1010 LAVACA, SUITE 400
P.O. BOX 1748
AUSTIN, TEXAS 78767
PH (512) 854-9661
FAX (512) 854-9226

PRECINCT ONE NEW OFFICE BUILDING

TRAVIS COUNTY, TEXAS

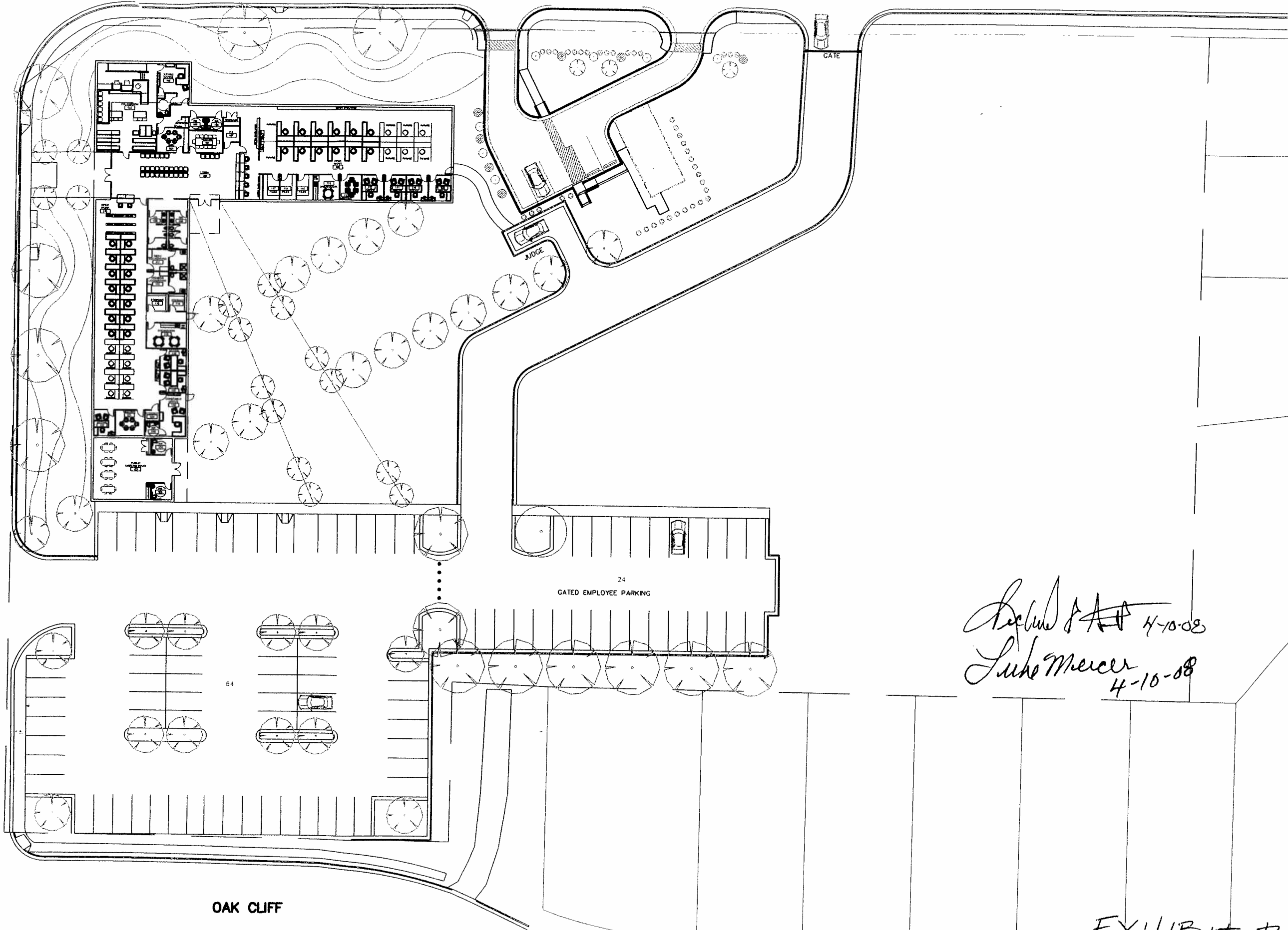
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PROJECT NO. PCT1-05-08R-1N
SCALE: 1"= 60'-0"
DRAWN BY: GS & TT
CHECKED BY: REK

SHEET NUMBER

SPRINGDALE RD.

HEFLIN LANE



OAK CLIFF

Revised & Approved 4-10-08
Luis Mercer 4-10-08

EXHIBIT B-2

EXHIBIT B-2

TRAVIS COUNTY
FACILITIES
MANAGEMENT
DEPARTMENT



1010 LAVACA, SUITE 400
P.O. BOX 1748
AUSTIN, TEXAS 78767
PH (512) 854-9661
FAX (512) 854-3226

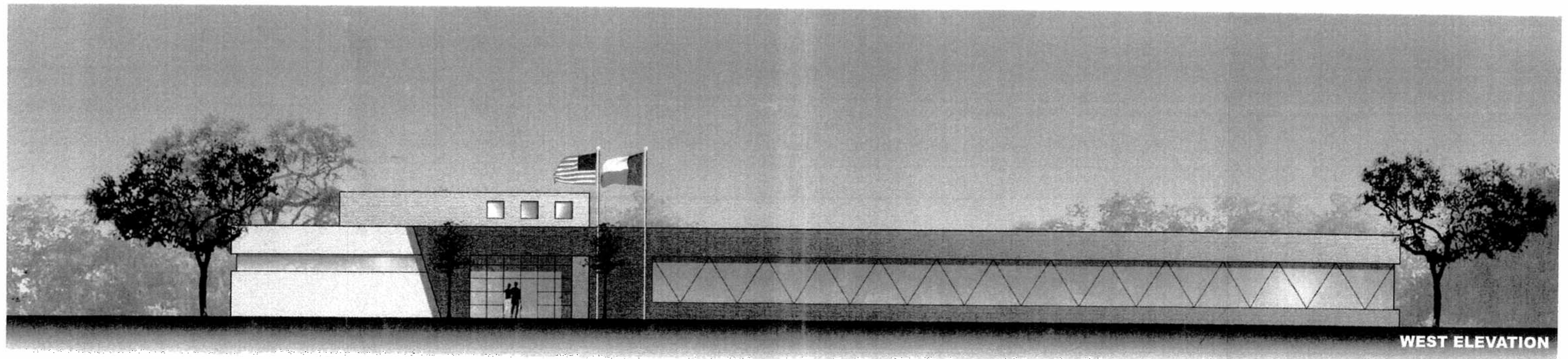
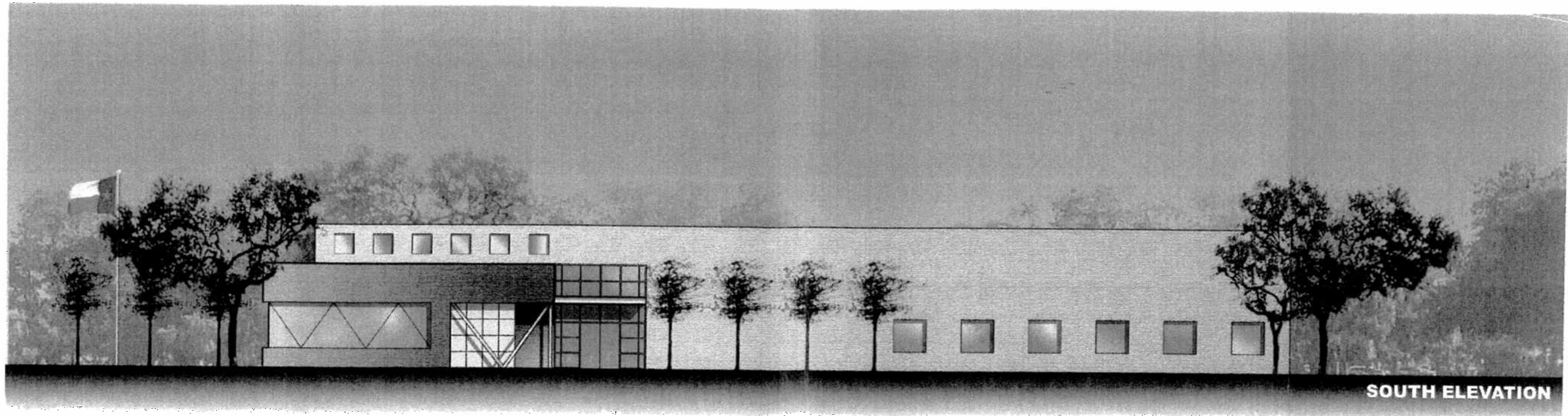
PRECINCT ONE NEW OFFICE BUILDING

TRAVIS COUNTY, TEXAS

SHEET TITLE

PROJECT NO. PCT1-05-08R-1N
SCALE: NTS
DRAWN BY: GS & TT
CHECKED BY: REK

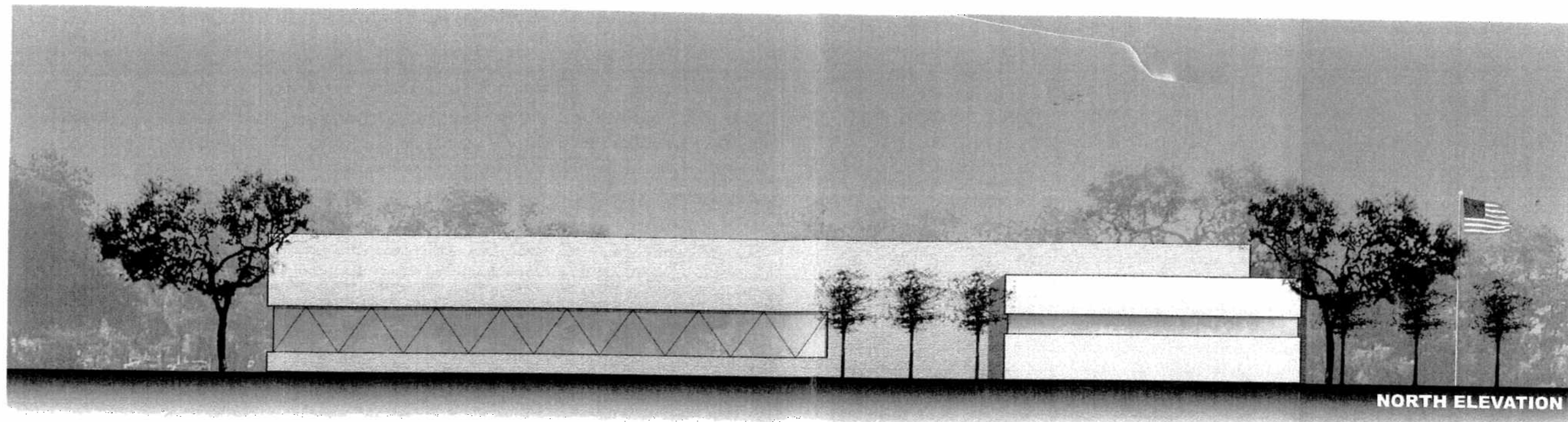
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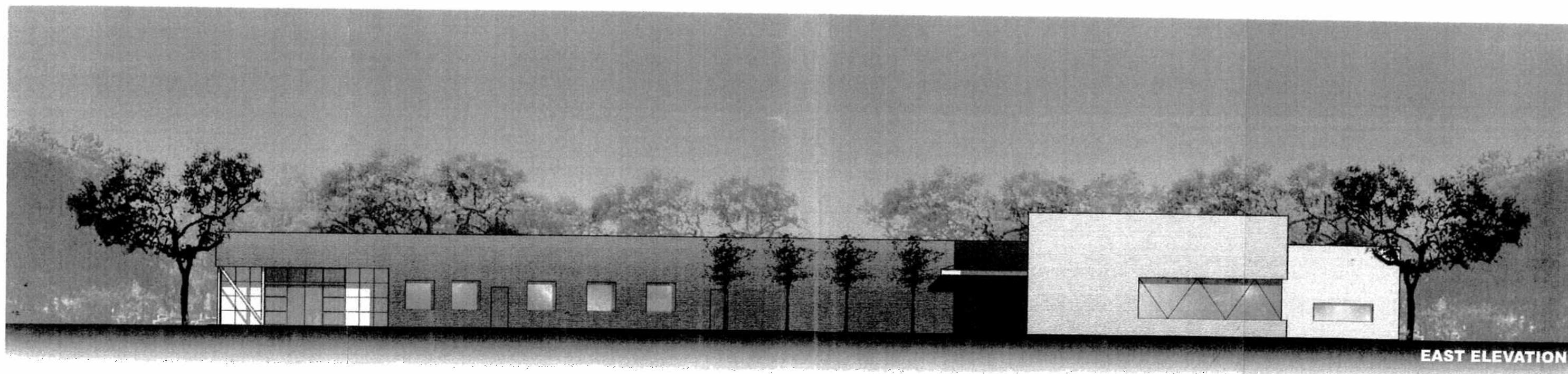
PRECINCT ONE OFFICE BUILDING

Luis Merce 4-10-08
Arch. D & S

EXHIBIT D-1



NORTH ELEVATION



EAST ELEVATION

PRECINCT ONE OFFICE BUILDING

Luke Mercer 4-10-08
Arch. D & S

EXHIBIT D-2

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

14 ✓

Voting Session: Tuesday, May 20, 2008

I. A. Request made by: Alicia Perez, Exec. Mgr. Phone #: 854-9343
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested topic: CONSIDER AND TAKE APPROPRIATE
ACTION TO APPROVE THE 24-HOUR FITNESS CORPORATE
PROGRAM AVAILABLE TO ALL TRAVIS COUNTY EMPLOYEES,
RETIREES AND FAMILY MEMBERS

C. Approved by: _____
Signature of Commissioner or Judge

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:
- _____

III. Required Authorizations: Please check if applicable.

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

Human Resources Department (854-9165)
____ Change in your department's personnel (reorganization, restructuring etc.)

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

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

RECEIVED
COUNTY JUDGE'S OFFICE
08 MAY 15 PM 3:48

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 12:00pm on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.



Human Resources Management Department

1010 Lavaca, Second Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-3128

Agenda Memorandum

To: Members of the Commissioners Court

From: Employee Benefits Committee

Subject: Adoption of 24-Hour Fitness Corporate Program

Proposed Motion

Discuss and take appropriate action to approve the 24-Hour Fitness Corporate Program available to all Travis County employees, retirees and family members.

Staff Recommendation

The Employee Wellness and Benefits Committees have been reviewing fitness programs as part of their wellness efforts. The Benefits Committee evaluated the 24-Hour Fitness Corporate Program and voted to recommend approval by Commissioners Court.

Summary

An essential part of any wellness program is fitness and exercise. The County's fitness program was carefully crafted to include components that apply to a wide variety of participants' exercise levels, and for those with limited physical capabilities. 24-Hour Fitness offers a variety of exercise and fitness programs that can be tailored to each employee's goals.

On February 4th, 2008, a survey was sent to County employees via email, with hard copies for those who do not have access to email. Of the 1,192 respondents, 95.2% indicated they would enroll in a fitness center similar to the 24-Hour Fitness Corporate Program.

On May 1st, 2008, a second survey was sent to County employees via email, with hard copies for those who do not have access to email. Of the 1,272 respondents, 69.6% indicated that they would be interested in signing up for gym membership either immediately or eventually.

The Survey Response Summaries are attached for your review (**Attachment 3**).

A favorable fee and service arrangement with 24-Hour Fitness has been reached, pending Court approval. Processing and initiation fees have been waived and membership fees have been reduced, making membership more affordable to employees. Creating life style changes, beginning with fitness and exercise through reduced membership rates, presents a winning combination to control health care costs.

The 24-Hour Fitness Program will be open to all Travis County employees, retirees and their family members, whether or not they are enrolled in the county's health plan. It is anticipated that the relationship with 24-Hour Fitness Corporate Program will provide members the opportunity to engage in fitness activities to improve overall health, thereby controlling health care costs.

Program Features and Terms

24-Hour Fitness Corporate Program Terms -

See Attachment 1

- Twelve-month open enrollment period following the corporate account approval
- No initiation fee for employees and family members
- Discount on monthly dues – see rates listed in **Attachment 1**
- Discounted rates for Add-On family members and no processing fee
- Access to over 300 clubs throughout the U.S. (Sport and Super Sport membership only)
- Five 24-Hour Fitness Travis County locations are shown in **Attachment 1A**; a sixth location in Round Rock is included in this program
- Monthly membership payment (EFT-"Electronic Funds Transfer") with no hidden costs or long-term commitment. First and last months' dues must be paid at the time of enrollment.
- Ability to stop dues at any time by filling out a "request to stop dues" form at any 24-Hour Fitness location
- Professional account management with one 24-Hour Fitness contact person for employees
- Opportunity for on-site enrollment/attendance at health fairs
- Ability to purchase the 5 pack of Solutions Training for the set rate of \$249.00 for the duration of this agreement
- Monthly fees paid by employees have been discounted from normal corporate fees (Normal fees shown in **Attachment 1B**)
- Track and report monthly membership and utilization to the Wellness Committee. Periodic reports will be shared with the Commissioners Court. An example of the report is shown in **Attachment 1C**

Fiscal Impact

The first year cost is \$7,500, an employer sponsored fee paid by Travis County from the Employee Health Benefits Fund. However, United Healthcare, as a partner in wellness, has agreed to contribute \$3,000 of the \$7,500 fee reducing the county's cost to \$4,500. This

reflects an investment of about a dollar per County employee; all other costs of gym membership would be paid by the participating County employees themselves.

At each year's renewal, the County will pay a \$5,000 employer (corporate) fee to be paid from the Employee Health Benefits Fund (Fund 526).

Background

Six area fitness facilities were contacted to request information on their corporate programs. We received two responses, one from a vendor who manages on-site employer fitness centers, and one from 24-Hour Fitness.

24-Hour Fitness Center offers enhanced fitness features such as the Solutions Training for the discount price of \$249. This program consists of 5 sessions with a physical trainer and meeting with a dietician for diet/nutrition education. 24-Hour Fitness will become a vital component of Travis County's Wellness Programs, targeting health plan cost drivers such as smoking cessation, stress management, disease management and weight loss.

This is a partnership with our employees who will be paying monthly membership dues working towards reducing our health care costs.

The attached article from Wellness Councils of America outlines why it is worth having a corporate sponsored fitness program in the work place (See **Attachment 2**).

Attachments:

1. 24-Hour Fitness Corporate Program
 - 1A. Fitness Center Locations
 - 1B. Normal Membership Fees
 - 1C. Sample Monthly Enrollment and Utilization Report excerpt
2. Article from Wellness Councils of America
3. Survey Response Summaries



Jad Attili
Corporate Sales Director, Southwest Division
24 Hour Fitness
18101 Von Karman Ave Suite 100
Irvine, CA 92612

January 4, 2008

Travis County

Samuel T. Biscoe
1010 Lavaca Suite 200
Austin, TX 78701

Account #: 97864CORP

Dear Judge Biscoe,

Thank you for partnering with 24 Hour Fitness as the provider of your corporate fitness program. Health and fitness are emotional subjects. There is a universal recognition of the "feeling" one gets during and after exercise. People who are fit and healthy look and act differently—more confident, less stressed and more energetic. By implementing the 24 Hour Fitness corporate program you will provide your employees with the opportunity to feel better, increase productivity and miss less work time – resulting in faithful, long term employees. What a valuable investment!

Upon the receipt of your payment in the amount of **\$7,500.00** (see chart below) including applicable tax, a signed copy of this agreement and a letter on letterhead confirming your total number of employees, 24 Hour Fitness will activate your corporate membership and will administer your 1-year open enrollment period.

COMPANY INVESTMENT

| | | |
|-------------------------------|---|---------------------|
| Company Sponsored Fee: | Sponsorship Fee for 2,500 to 4,000 Employees | \$15,000.00 |
| 2008 Discount: | \$15,000.00 Sponsorship Fee is discounted by 50% for the "Go For the Gold" program for the year 2008. | [\$7,500.00] |
| Plus Tax: | | EXEMPT |
| Total Company Cost: | | \$7,500.00 |

The above investment waives the initiation fees associated with our Keep Fit membership programs for your employees with the following monthly dues rate*:

TEXAS (AUSTIN AREA) RATES FOR TRAVIS COUNTY EMPLOYEES - #97864CORP

| | All Club Sport |
|-------------------------------|---|
| Employee: | \$0 Initiation Fee, \$0 Proc Fee, \$28.99 dues/month |
| 1st Add-On: | \$0 Initiation Fee, \$0 Proc Fee, \$17.99 addt'l dues |
| Addt'l Add-On(s): | \$0 Initiation Fee, \$0 Proc Fee, \$12.99 addt'l dues |

*24 Hour's membership agreement provides for an annual three-percent (3%) increase, except for California which is five-percent (5%) increase, in monthly dues for all its members. The annual dues increase will occur only once in a calendar year. Your company-sponsored rates will not change during the term of this agreement.

4

Attachment I

YOUR COMPANY WILL RECEIVE THE FOLLOWING WITH YOUR CORP. MEMBERSHIP:

- 12-month open enrollment period immediately following set up of your corporate account
- No initiation fee for your entire employee population
- Discount on monthly dues – see rates listed above
- Discounted Add-On rates and processing fee – see rates listed above
- Access to over 300 clubs throughout the U.S. (Sport and Super Sport membership only)
- Monthly payment membership, (EFT – “Electronic Funds Transfer”) with no hidden costs or long-term commitment. First and last month’s dues must be paid at the time of enrollment.
- Ability to stop dues at any time by filling out a “request to stop dues” form at any 24 Hour Fitness location
- Professional account management with one 24 Hour Fitness contact person for you and for your employees
- Opportunity for on-site enrollment/health fairs at your location(s) anytime throughout the year
- Ability to purchase the 5 pack of Solutions training for the set rate of \$249.00 for the duration of this agreement

This agreement begins on the date below and expires one year from that date. New hires may enroll during this agreement and must provide proof of employment upon enrollment. For those employees who are current members with “Keep Fit” memberships, they may reduce their dues to the corporate rate at any time during this agreement by providing proof of employment and filling out an “EFT Change Form” at any 24 Hour Fitness location.

Finally, our corporate renewal program makes it very easy for you to continue with this program on an annual basis provided you renew your agreement annually. You will be presented with a renewal option annually.

Thank you for providing 24 Hour Fitness the opportunity to help change lives in the communities we serve. Together we can help create a world where fitness becomes a way of life for everyone. **Please do not hesitate to contact us direct at (800) 460-8383 ext 125 should you have any questions.** To help your employees benefit from fitness, please return the original signed agreement, along with your company letter (a letter on letterhead confirming your total number of employees) and check to your corporate wellness representative or our offices at the address below.

At 24 Hour Fitness, we believe it’s the way we make you feel that matters. I look forward to assisting you in changing lives for the better at Travis County

Sincerely,



Jad Attili
Director of Corporate Sales


Date

Samuel T. Biscoe
County Judge
(512) 854-9555

Date

The company-sponsored fee is immediately earned and there are no refunds of this fee. No other discounts can be used in conjunction with this offer. Members must be at least 18 years old (19 in Nebraska) or 12 with parent. Personal training and Kid’s Club available at most centers for an additional fee. Monthly dues must be paid by electronic funds transfer, or may be paid annually. Add-on members must live at the same address. Limit one add-on over the age of 18, additional add-ons must be between 12-17 years old. Enrollees must show proof of employment with above referenced firm at time of enrollment. First and last month’s dues to be paid at time of enrollment. **Above offer valid for 30 days from the date of this agreement.**

(97864 Austin Gold 01/08 KM/AJH c372 txExempt)



[LOGIN](#) | [REGISTER](#)

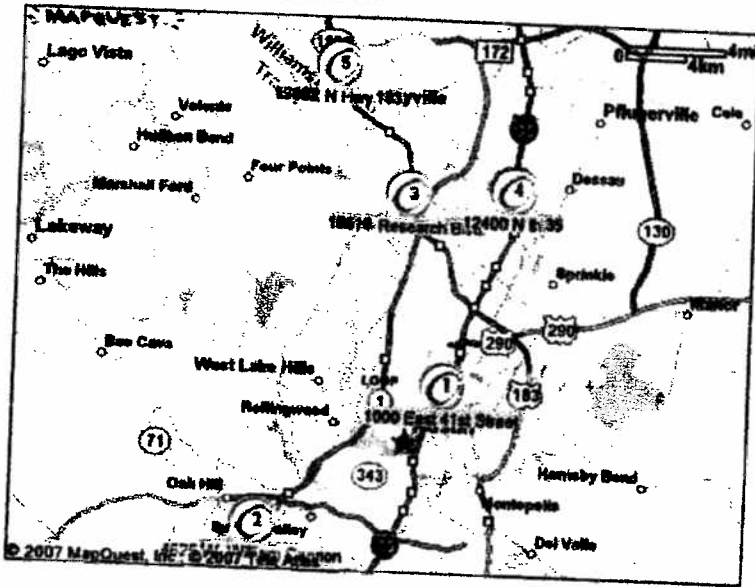
clubs

classes

training

membership

resources



club search results for: advanced search

1. **Hancock Center - Sport**
1000 East 41st Street
Austin, TX 78751
[Join Online Today](#)
2. **William Cannon Sport - Sport**
4625 W. William Cannon Dr.
Austin, TX 78749
[Join Online Today](#)
3. **Austin - Sport**
10616 Research Blvd.
Austin, TX 78759
[Join Online Today](#)
4. **Parmer Sport - Sport**
12400 N Ih 35
Austin, TX 78753
[Join Online Today](#)
5. **Lake Creek - Sport**
13802 N Hwy 183
Austin, TX 78750
[Join Online Today](#)

1 - 5 of 6 clubs [previous](#) | [next](#)

club search results: austin tx

24 hour fitness location

FEATURED CLUB

1. **Hancock Center - Sport**
1000 East 41st Street
Austin, TX 78751
(512) 458-2424
[driving directions](#) [map](#)

amenities & classes

Featured Amenities:

Basketball Court, Group Cycling, Group X, Kids' Club, Pool, Pro Shop, Sauna, Se habla espanol, Steam Room, Volleyball, Whirlpool

[group exercise class schedule](#)

2. **William Cannon Sport - Sport**
4625 W. William Cannon Dr.
Austin, TX 78749
(512) 358-0622
[driving directions](#) [map](#)

Featured Amenities:

Circuit Training, Coin Collect Lockers, Group Cycling, Group X, Juice Bar, Kids' Club, Pilates Reformer Studio, Pool, Pro Shop, Sauna, Solutions, Steam Room, Whirlpool

[group exercise class schedule](#)

3. **Austin - Sport**
10616 Research Blvd.
Austin, TX 78759
(512) 794-9151
[driving directions](#) [map](#)

Featured Amenities:

Group X, Kids' Club, Massage, Pool, Sauna, Spa, Steam Room, Tanning

[group exercise class schedule](#)

4. **Parmer Sport - Sport**
12400 N Ih 35
Austin, TX 78753
(512) 252-3324
[driving directions](#) [map](#)

Featured Amenities:

Basketball Court, Circuit Training, Coin Collect Lockers, Executive Lockers, Group Cycling, Group X, Kids' Club, Lounge, Physical Therapy/Sports Med, Pro Shop, Se habla espanol, Solutions

[group exercise class schedule](#)

show clubs within: 50 miles

membership info

[join online today](#)[free 7-day pass](#)[join online today](#)[free 7-day pass](#)[join online today](#)[free 7-day pass](#)[join online today](#)[free 7-day pass](#)<http://www.24hourfitness.com/FindClub.do>

6

Attachment IA

5. Lake Creek - Sport
13802 N Hwy 183
Austin, TX 78750
(512) 249-6724
[driving directions](#) [map](#)

Featured Amenities:

Coin Collect Lockers , Group Cycling , Group
X , Kids' Club , Pool , Pro Shop , Sauna , Spa ,
Steam Room , Whirlpool

[group exercise class schedule](#)



[join online today](#)

[free 7-day pass](#)

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- access to other clubs
- discounts on dues and
initiation fees

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shipping on all**

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orders***
*restrictions
apply

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find a club near you ➔

free 7-day pass ➔

join online today ➔

special offers ➔

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[privacy policy](#) | [terms of use](#)

From: "Rodney Allison" <ROAllison@24hourfit.com>
To: <zetta.garnett@co.travis.tx.us>
Date: 10/18/2007 4:36 PM
Subject: Zetta -

Zetta -

This is an example of what the average Retail All Club membership will cost anyone who walks in off the street to enroll in one of our clubs. This is the same type of membership with the same benefit offered in our corporate program.

Retail All Club

Initiation Fee \$149 (Average for a 12 month period)

Processing Fee - \$79.99 (Fixed Cost)

Monthly facility dues - \$42.99 (pay first & last months dues at time of enrollment)

Total Investment - \$314.97 + Tax

Let me know if you have any other questions,

Thanks,

Rodney Allison
Corporate Client Service Manager
24 Hour Fitness
Central Midwest Division
800-600-2007 x 2018
roallison@24hourfit.com

Attachment IB

8

Sample Monthly Enrollment and Utilization Report

| Member Number | Club Number | Check in Date | Check in Time | Usage Count | Relationship Type |
|-----------------------|-------------|---------------|---------------|-------------|----------------------|
| ZY399721 | 212 | 7/6/2007 | 9:55 AM | 1 | Dues-Dependent Addon |
| ZY399721 | 213 | 7/17/2007 | 4:16 PM | 1 | Dues-Dependent Addon |
| ZY399721 | 213 | 7/20/2007 | 4:29 PM | 1 | Dues-Dependent Addon |
| ZY399721 | 213 | 7/24/2007 | 4:19 PM | 1 | Dues-Dependent Addon |
| ZY399721 | 213 | 7/26/2007 | 6:13 PM | 1 | Dues-Dependent Addon |
| ZY399721 | 213 | 7/31/2007 | 6:00 PM | 1 | Dues-Dependent Addon |
| ZY399721 | 213 | 8/2/2007 | 1:51 PM | 1 | Dues-Dependent Addon |
| ZY399721 | 307 | 7/12/2007 | 4:37 PM | 1 | Dues-Dependent Addon |
| ZY399721 | 307 | 7/16/2007 | 9:30 PM | 1 | Dues-Dependent Addon |
| ZY399721 | 307 | 7/25/2007 | 8:59 PM | 1 | Dues-Dependent Addon |
| ZY399721 | 307 | 8/1/2007 | 7:16 PM | 1 | Dues-Dependent Addon |
| ZY399721 | 307 | 8/13/2007 | 7:27 PM | 1 | Dues-Dependent Addon |
| ZY399721 Total | | | | 12 | |
| | | | 11:26 PM | | |
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| GY98112 | 312 | 7/4/2007 | 2:02 PM | 1 | Master |
| GY98112 | 312 | 7/12/2007 | 8:52 PM | 1 | Master |
| GY98112 | 312 | 7/16/2007 | 9:29 PM | 1 | Master |
| | | | 10:32 PM | | |
| GY98112 | 312 | 7/16/2007 | PM | 1 | Master |
| | | | 10:25 PM | | |
| GY98112 | 312 | 7/17/2007 | PM | 1 | Master |
| | | | | | |
| GY98112 | 312 | 7/18/2007 | 9:41 PM | 1 | Master |
| GY98112 | 312 | 7/26/2007 | 9:44 PM | 1 | Master |
| GY98112 | 312 | 7/29/2007 | 7:17 PM | 1 | Master |
| GY98112 | 312 | 8/6/2007 | 8:55 PM | 1 | Master |
| GY98112 | 312 | 8/7/2007 | 8:05 PM | 1 | Master |
| GY98112 Total | | | | 11 | |
| | | | 10:31 PM | | |
| GY98113 | 312 | 7/16/2007 | PM | 1 | Dues-Dependent Addon |
| GY98113 Total | | | | 1 | |
| HE90457 | 307 | 7/6/2007 | 6:20 AM | 1 | Master |
| HE90457 | 307 | 7/10/2007 | 5:41 PM | 1 | Master |
| HE90457 | 307 | 7/12/2007 | 5:28 PM | 1 | Master |
| HE90457 | 307 | 7/17/2007 | 5:45 PM | 1 | Master |
| HE90457 | 307 | 7/24/2007 | 5:49 PM | 1 | Master |
| HE90457 | 307 | 7/30/2007 | 5:40 PM | 1 | Master |
| HE90457 | 307 | 8/4/2007 | 9:15 AM | 1 | Master |
| HE90457 | 307 | 8/13/2007 | 5:53 PM | 1 | Master |
| HE90457 Total | | | | 8 | |
| GV60016 | 341 | 7/9/2007 | 5:06 PM | 1 | Master |
| GV60016 | 341 | 7/11/2007 | 4:56 PM | 1 | Master |
| GV60016 | 341 | 7/13/2007 | 5:39 AM | 1 | Master |
| GV60016 | 341 | 7/25/2007 | 5:52 AM | 1 | Master |
| GV60016 | 341 | 7/27/2007 | 5:39 AM | 1 | Master |
| GV60016 | 341 | 8/6/2007 | 5:19 PM | 1 | Master |

Attachment IC

9

Sample Monthly Enrollment and Utilization Report

| | | | | | |
|--------------|-----|-----------|---------|-----------|--------|
| GV60016 | 341 | 8/7/2007 | 4:52 PM | 1 | |
| GV60016 | 341 | 8/8/2007 | 4:50 PM | 1 | Master |
| GV60016 | 341 | 8/9/2007 | 5:48 AM | 1 | Master |
| GV60016 | 341 | 8/10/2007 | 6:10 AM | 1 | Master |
| GV60016 | 341 | 8/13/2007 | 5:49 AM | 1 | Master |
| GV60016 | 341 | 8/15/2007 | 5:54 AM | 1 | Master |
| GV60016 | 375 | 7/7/2007 | 3:11 PM | 1 | Master |
| GV60016 | 375 | 7/8/2007 | 4:56 PM | 1 | Master |
| GV60016 | 375 | 7/12/2007 | 7:58 PM | 1 | Master |
| GV60016 | 375 | 7/17/2007 | 9:20 AM | 1 | Master |
| GV60016 | 375 | 7/18/2007 | 5:09 PM | 1 | Master |
| GV60016 | 375 | 7/19/2007 | 5:43 PM | 1 | Master |
| | | | 10:48 | | |
| GV60016 | 375 | 7/28/2007 | AM | 1 | Master |
| | | | 12:18 | | |
| GV60016 | 375 | 8/4/2007 | PM | 1 | Master |
| GV60016 | 375 | 8/11/2007 | 1:05 PM | 1 | Master |
| GV60016 | | | | | |
| Total | | | | 21 | |
| GL06125 | 367 | 7/3/2007 | 3:56 PM | 1 | Master |
| GL06125 | 367 | 7/5/2007 | 6:44 PM | 1 | Master |
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| GL06125 | 367 | 7/9/2007 | 6:48 PM | 1 | Master |
| GL06125 | 367 | 7/14/2007 | 6:33 PM | 1 | Master |
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| GL06125 | 367 | 7/24/2007 | 7:31 PM | 1 | Master |
| GL06125 | 367 | 7/28/2007 | 4:08 PM | 1 | Master |
| GL06125 | 367 | 8/8/2007 | 7:52 PM | 1 | Master |
| GL06125 | 367 | 8/13/2007 | 8:26 PM | 1 | Master |
| GL06125 | | | | | |
| Total | | | | 10 | |
| GV34182 | 310 | 8/14/2007 | 7:35 PM | 1 | Master |
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| GV34182 | 341 | 8/8/2007 | 6:52 PM | 1 | Master |
| | | | 10:23 | | |
| GV34182 | 341 | 8/12/2007 | AM | 1 | Master |
| GV34182 | | | | | |
| Total | | | | 4 | |
| | | | 11:53 | | |
| DU47111 | 341 | 7/16/2007 | AM | 1 | Master |
| | | | 11:35 | | |
| DU47111 | 341 | 7/17/2007 | AM | 1 | Master |
| | | | 11:19 | | |
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| | | | 11:50 | | |
| DU47111 | 341 | 7/24/2007 | AM | 1 | Master |
| | | | 11:55 | | |
| DU47111 | 341 | 7/26/2007 | AM | 1 | Master |
| | | | 11:45 | | |
| DU47111 | 341 | 7/30/2007 | AM | 1 | Master |
| | | | 11:39 | | |
| DU47111 | 341 | 7/31/2007 | AM | 1 | Master |
| DU47111 | 341 | 8/2/2007 | 9:39 AM | 1 | Master |

Sample Monthly Enrollment and Utilization Report

| | | | | | |
|-----------------------|-----|-----------|----------|-----------|--------------------------|
| DU47111 | 341 | 8/13/2007 | 11:27 AM | 1 | Master |
| DU47111 | | | | | |
| Total | | | | 9 | |
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| GQ00166 | 215 | 8/6/2007 | 9:27 PM | 1 | Master |
| GQ00166 | 215 | 8/13/2007 | 8:19 PM | 1 | Master |
| GQ00166 | | | | | |
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| HG85333 | | | | | |
| Total | | | | 1 | |
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| ZY399722 | 310 | 7/5/2007 | 5:25 PM | 1 | Master |
| | | | 12:57 | | |
| ZY399722 | 310 | 7/7/2007 | PM | 1 | Master |
| | | | 12:49 | | |
| ZY399722 | 310 | 7/15/2007 | PM | 1 | Master |
| ZY399722 | 310 | 7/18/2007 | 6:41 PM | 1 | Master |
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| DB50995 | 311 | 7/4/2007 | 8:33 AM | 1 | Master |
| DB50995 | 311 | 7/11/2007 | 8:49 AM | 1 | Master |
| DB50995 | 311 | 7/18/2007 | 8:51 AM | 1 | Master |
| DB50995 | 341 | 7/2/2007 | 6:31 PM | 1 | Master |
| DB50995 | 341 | 7/9/2007 | 6:11 PM | 1 | Master |
| DB50995 | 341 | 7/23/2007 | 6:00 PM | 1 | Master |
| DB50995 | 341 | 7/31/2007 | 5:20 PM | 1 | Master |
| DB50995 | 341 | 8/13/2007 | 6:36 PM | 1 | Master |
| DB50995 | 367 | 7/7/2007 | 8:03 AM | 1 | Master |
| DB50995 | 367 | 7/28/2007 | 8:25 AM | 1 | Master |
| DB50995 | | | | | |
| Total | | | | 11 | |
| FT53560 | 356 | 7/1/2007 | 4:04 PM | 1 | Non-Dues Dependent Addon |
| FT53560 | 356 | 7/6/2007 | 4:46 PM | 1 | Non-Dues Dependent Addon |
| FT53560 | 356 | 7/9/2007 | 4:44 PM | 1 | Non-Dues Dependent Addon |
| FT53560 | 356 | 7/10/2007 | 4:47 PM | 1 | Non-Dues Dependent Addon |
| FT53560 | 356 | 7/13/2007 | 4:42 PM | 1 | Non-Dues Dependent Addon |
| FT53560 | 356 | 7/17/2007 | 5:01 PM | 1 | Non-Dues Dependent Addon |
| FT53560 | 356 | 7/23/2007 | 5:07 PM | 1 | Non-Dues Dependent Addon |
| FT53560 | 356 | 7/29/2007 | 2:22 PM | 1 | Non-Dues Dependent Addon |
| FT53560 | 356 | 8/1/2007 | 4:48 PM | 1 | Non-Dues Dependent Addon |

11

From: Dan Mansour
To: Matthew L Nolte
Subject: Re: 24-Hr Fitness Sponsorship

The partnership forged between our organizations strengthens each year. On behalf of Travis County Wellness and Benefits Committees thank you for participating with your contribution. We will share this information and your generous contribution with the Benefits Committee at this afternoon's meeting.

Please pass along to Jeff that our thoughts and prayer are with he and his family during this difficult time.

Thank you,
Dan

>>> "Nolte, Matthew L" <matt_nolte@uhc.com> 12/7/2007 1:15 PM >>>
Good afternoon Dan,

As an expression of our partnership in encouraging the health and wellness of Travis County's employees and dependents, UnitedHealthcare's Central Texas health plan would like to donate \$3,000 towards the employer sponsorship fee of the 24-Hour Fitness program. Please call or e-mail me at your convenience to discuss our participation in the program.

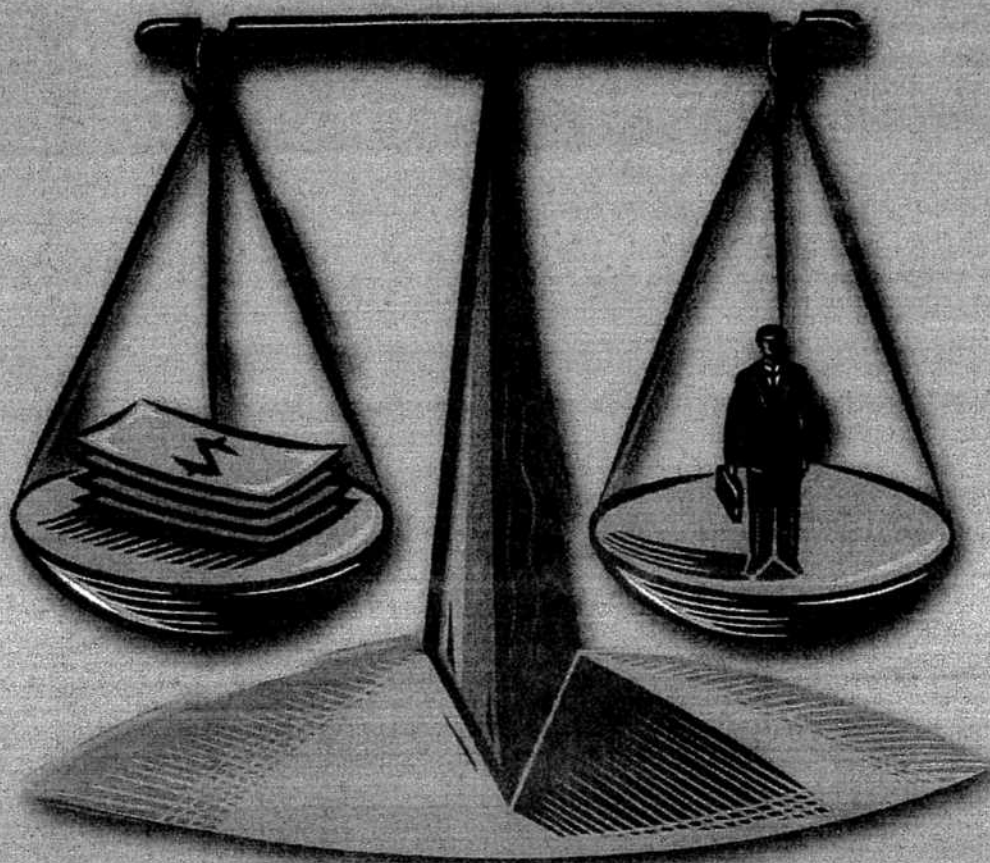
Best regards,

Matt Nolte
Strategic Account Executive
UnitedHealthcare
(512) 347-2768

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CC: Brad Van Winkle; Jeffrey S Cook

What is a Healthy Employee



WORTH?

Lost productivity is enormously expensive—and business leaders know it. But actually calculating its cost can be an exercise in frustration. How is this hidden heavy affecting your organization, and what are you doing about it? Here's a hint: It's not just an HR issue anymore...

By Wendy D. Lynch, PhD

What is a healthy employee worth? Until recently, researchers would most likely answer this question in terms of saved medical costs. A healthy employee with few health risks spends less money on medical care due to fewer chronic illnesses and avoided serious health events. This story alone is quite compelling—employees with multiple risk factors can cost thousands of dollars more than low-risk employees, on average. Furthermore, as our population ages, the difference will grow substantially.

Despite such evidence, many employers still consider poor employee health to be a fringe issue, not a true business issue. Health care costs are a single (though large) line item in a large benefits budget, inside the multifaceted human resources (HR) cost center. Although corporations recog-

nize hiring, firing, providing benefits, and doing performance evaluations as necessary functions, HR is not usually considered part of a company's core business. "Real" business is where the money gets made. HR is a necessary cost of doing business.

health care costs may not occur for years, so decision-makers often avoid investments in good health (which just add to their expanding budget) in the short term in exchange for a potential return in the benefits budget later. But the decision-makers are missing something.

The Secret Side of Sickness

As strange as it may sound initially, medical costs are not the primary outcome of poor health. They are an artifact—a secondary outcome. Poor health leads to symptoms and clinical outcomes that lower functionality and increase the need for expensive care. The same symptoms, clinical outcomes, and lowered functionality also interfere with a person's ability to perform at a high level in the workplace. The truth is, healthy employees not only cost less in medical care, they also are more functional at work, absent

Considering all of this, it's safe to say that only focusing on medical costs as the highest priority health outcome will lead to a predictable tug-of-war when it comes to investing in solutions. Do these questions sound familiar? "If I am trying to reduce costs, why are you asking me to add costs?" "Is the increase in prevention costs and drug costs really that much smaller than what it would cost to treat the eventual outcome?" "If diabetes treatment costs are considered the negative outcome of not managing obesity and exercise, how can they also be considered a good investment cost when we turn our attention to disease management?" All of these are legitimate questions, without straightforward answers.

Value Check

The problem lies not in the connection between health and business outcomes,

"A focus on medical costs alone marginalizes health as an HR issue rather than a business issue, and leads to a mindset of reducing costs rather than investing in solutions."

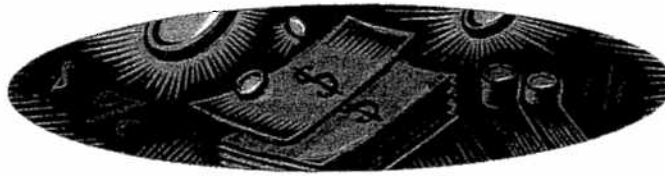
Without realizing it, the medical cost focus of health promotion research may have perpetuated a perception of health as extrinsic to business. If high medical costs are the primary outcome of poor health, then businesses can restructure benefits (or stop providing health insurance) to make the problem go away. Besides, high

less often, experience fewer injuries, and arrive back on the job more quickly after they do get injured. You can't get much more "core" to business than that.

Medical costs are complex, and difficult to use as an indicator of overall health, let alone as a business outcome. While we all understand that some medical costs result from an individual's behavioral choices, the truth is never that simple. Lung and mouth cancer often (but not always) indicates use of tobacco, traumatic head injuries may indicate lack of seatbelt use or safety helmets, and many heart attacks could have been prevented with appropriate diet and exercise habits. But most medical expenses cannot be attributed to a single, direct cause. Furthermore, we believe some costs are "good" costs because they prevent higher costs in the future. Examples include appropriate diabetes care, use of cholesterol-lowering and asthma drugs, and many more.

but in the metrics we have chosen as our indicators. As we have seen, a focus on medical costs alone marginalizes health as an HR issue rather than a business issue, and leads to a mindset of reducing costs rather than investing in solutions.

What's being missed in this thought process is that the value of a person to an organization extends beyond any single outcome or cost—medical or otherwise. Although the term has become widely used in multiple contexts, the notion of human capital is reflective of overall employee value. Human capital refers to the many abilities and resources an employee brings to the organization including skills, experience, attitude, vitality, and physical and mental effort. The notion of human capital proposes that a company can invest in its "humans" to increase their abilities, and thus get a return on human capital investment. Usually companies think of such invest-



"The latest productivity research indicates that individuals with multiple risk factors are absent more, injured more, and return to work more slowly than individuals with fewer risk factors."

ments as training, new technology, or organizational aids. The organization that best leverages its people has a distinct competitive advantage in the marketplace.

Making health a core business issue requires core business outcomes. Poor health doesn't just add medical dollars to



the benefits package. Poor health interferes with one's ability to do work and be at work. Poor health diminishes work capacity. Poor health erodes human capital. Conversely, as individuals move along the continuum from illness to wellness, capacity and ability to work improves. As such, prudent investments in good health are investments in human capital.

Performance Boost

While medical costs are a concern to HR, most operational managers usually worry about work performance. Consider the relevance the following questions have on

worksite operations. What if all workers had two fewer days absent? What if an employer could get four percent more effort from its workers? What if we could reduce workers' compensation costs by half? What if we could actually reduce the number of workers we need, because the employees we have are focused, on-task, and on the job?

These outcomes are not hypothetical. The latest productivity research indicates that individuals with multiple risk factors are absent more, injured more, and return to work more slowly than individuals with fewer risk factors. A University of Michigan study of Xerox employees calculated that 85% of workers' compensation costs could be attributed to excess risks (beyond the lowest levels of risk). A StayWell study indicated that individuals who participated in health management programs reduced their use of disability benefits by several days per case. The value of the combined loss of effort from sickness absences, disability, and workers' compensation far exceeds the difference in medical costs between low and high-risk employees.

Further research indicates that the loss of effort from lowered functionality at work often exceeds the more obvious loss of effort when people miss work. Findings from a series of studies of Bank One employees show far greater loss of work output from diminished quality and quantity of work when present (sometimes called "presenteeism"), than from occasions when the employee is absent. Harvard studies show

similar findings on the impact of chronic illnesses on absence and performance.

Measuring Productivity— Start with Absence

The most obvious indicator of lost productivity is absence. If an employee misses work due to illness or injury, there is almost always a business consequence. At the very least, a salaried worker is delayed in accomplishing work he will make up later in the week. But more likely the worker will accomplish less that week, and perhaps interfere with team members' progress. In other jobs, absence will require the use (and payment) of a replacement worker who may not perform as well. Remember how often your class accomplished as much with a substitute teacher as with the regular teacher? At worst, the absence comes on a day where the result is a missed deadline or blown opportunity.

While the exact consequences of absence vary from business to business and job to job, few would argue that having regular workers on the job more often helps business. If excess absence creates significant business costs and consequences in your company, it is possible that lost productivity should be as big a concern as medical costs. To investigate, ask managers in your organization what happens when their employees are absent (not vacation, but an unscheduled absence due to illness). Do they pay another worker? Do they overstaff to cover absence? Can they estimate the value of lost

effort to the team, department, or company? Even general answers can help.

Next, find out whether there are records of absenteeism in all or part of your company. Ask whether this data is kept in a format that can be analyzed easily. If absence data is available, start with some basic questions: What is the average number of absences? What proportion of all absences are incurred by the 10% absent most often? What departments have the most frequent absences?

If no official records exist, consider looking at health risk appraisal (HRA) data (many HRAs ask people to recall the number of times they have been absent). The advantage of HRA data is that absences can be compared across the categories of illness and risk reported by the respondents. Knowing what risks and illnesses produce excess absence in an employee population helps in estimating which causes produce the greatest business consequences.

If no indicators exist, consider using published information from another company as a basis for estimating the productivity value that a company could be losing. A few graphs that demonstrate potential loss can also help. "If we are similar to Bank One, we can expect that we are losing 500 man-hours a week of productivity from absence due to illness." If the estimate shows considerable loss, it can be used to justify future measurement of absence and performance loss.

Measuring Productivity— Loss of Performance on the Job

There is no perfect, general indicator of productivity that applies to all people in all industries. But every population of



workers has critical performance elements that, most likely, health will affect. Different jobs require different sorts of effort applied in different ways. Computer programmers need to think clearly, pilots and lifeguards need to stay alert, customer service representatives require patience and clear communication, and package loaders need strength and endurance. Jobs require mental, physical and social abilities in varying degrees. Some require speed, others precision. In some jobs it takes years for employees to become proficient, in others it takes minutes.

Some companies measure productivity directly as part of performance evaluations. Bank One and American Airlines analyze productivity of call center workers using call-tracking data. FedEx tracks movement of packages, injuries, and accidents. In these cases, relevant business metrics already exist. Combining these with risk and illness data provides powerful illustrations of the business consequences of illness. For instance, researchers have now demonstrated the direct correlation between pollen counts and performance in allergy sufferers.

Lacking performance metrics from the business directly, many companies use self-report tools that ask individuals to report the degree to which specific factors

(such as symptoms) interfere with their ability to work. Several different measurement tools are available and have been reviewed in *Measuring Employee Productivity: A Guide to Self-assessment Tools*. Each tool has questions focusing on slightly different aspects of performance. Some tools actually ask about social interaction (e.g., how much has your pain limited your ability to be patient with coworkers?). Others ask about speed or accuracy of performance. Many ask about general energy level and how much they got done compared to usual.

While productivity measurement is a relatively recent endeavor, studies indicate that self-report tools are reliable, valid indicators of performance constructs and (initial results indicate) correlate well with more objective performance metrics. Several studies scheduled to be completed this year will further our understanding of tool validity and implications.

Promoting Good Health is Promoting Strong Business

Proof of the connection between business and health is closer than ever before. But to have immediate relevance, our outcome metrics must match the outcomes that operations managers worry about every day in conducting business. If healthy workers get the job done better, faster, and cheaper, it will matter. Practitioners and believers in health promotion have made the case that healthy behaviors save medical dollars in the long run. However, the medical cost argument has limited relevance outside Benefits and HR. Soon, line managers will understand that their team performance—and their bonuses—reflect the health and well-being of team members. Anything that affects getting the work done matters. Perhaps it will give a new meaning to the term "healthy paycheck." ★



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ABOUT THE EXPERT: Wendy B. Lynch, PhD

Dr. Wendy Lynch is the Executive Director of The Health as Human Capital Foundation and Vice President of Strategic Development for HCMS, Inc. Both companies are part of the triad of companies known as the HCMSGROUP—dedicated to providing better information for better decision-making in health care and business.



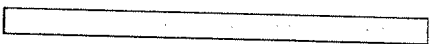
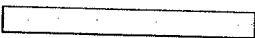
ABSOLUTE ADVANTAGE • 19

Corporate Fitness Center Survey Results

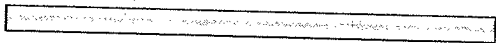


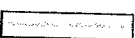



These surveys were sent to the active workforce to solicit comments on the proposed corporate fitness center contract and the views of the employees on fitness center memberships in general. The first survey was released February 4, 2008, and the second was released May 1, 2008.

| SURVEY #1 | SURVEY # 2 |
|---|---|
| <p>1,192 employees participated in the survey</p> <p>83.5% (983) employees responded that if the County offered a corporate fitness program one of the most important features would be <u>cost under \$30/mo.</u></p> <p>75% (880) indicated an important feature would be waiver of initiation and processing fees.</p> <p>78% (917) indicated that proximity to home or work was important.</p> <p>95% (1105) indicated that the availability of a fitness center would increase their interest in participating in a fitness program.</p> <p>44% (441) indicated they had never been a member of a gym</p> <p>71% (807) indicated that if the cost to add an additional member of household was \$18/mo or less they would be interested in doing so.</p> <p>82% (933) indicated that the requirement to have the monthly fee automatically withdrawn (ACH) from their bank account was not an issue.</p> | <p>1,272 employees participated in the survey</p> <p>36.1% (457) of the responders indicated that they would sign up and start using the fitness center immediately.</p> <p>33.5% (424) employees were interested but indicated that they might not sign up immediately. In reading the comments many of these responders wanted more information such as:</p> <ul style="list-style-type: none"> ▪ Which fitness center were we talking about ▪ Location of the facilities ▪ Do the centers have swimming and daycare available <p>50% (578) of the employees responding indicated they would use the fitness center 3-4 times a week.</p> <p>The main reasons given were to lose weight and as part of the individuals personal fitness program.</p> <p>Several responders indicated they would like to see an onsite gym or be given a monthly allowance to join where they choose.</p> |

1. Are you enrolled and actively involved in any type of physical activity?

| | Response Percent | Response Count |
|---|---------------------|-------------------|
| Yes  | 62.8% | 727 |
| No  | 37.2% | 430 |
| answered question | | 1157 |
| skipped question | | 35 |

2. What is the extent of your physical activity?

| | Response Percent | Response Count |
|---|---------------------|-------------------|
| Walking  | 72.7% | 826 |
| Running  | 32.1% | 365 |
| Swimming  | 12.9% | 147 |
| Cycling  | 19.3% | 219 |
| Yoga/pilates  | 14.7% | 167 |
| Weights  | 44.0% | 500 |
| None of the above  | 7.5% | 85 |
| Other (please specify) | | 251 |
| answered question | | 1136 |
| skipped question | | 56 |


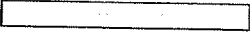



3. Would the availability of a fitness center increase your interest in participating in a fitness program?

| | | Response Percent | Response Count |
|--------------------------|--------------------------|-----------------------------|---------------------------|
| Yes | <input type="checkbox"/> | 95.2% | 1105 |
| No | <input type="checkbox"/> | 4.8% | 56 |
| answered question | | | 1161 |
| skipped question | | | 31 |


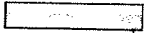


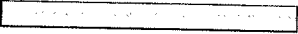
4. If the County offered a Corporate Fitness Program what are the three most important fitness center features that would help you decide to become a member?

| | | Response Percent | Response Count |
|--|--------------------------|-----------------------------|---------------------------|
| Waiver of initiation and processing fees | <input type="checkbox"/> | 74.8% | 880 |
| Monthly membership rate under \$30.00 | <input type="checkbox"/> | 83.5% | 983 |
| Discount for family members | <input type="checkbox"/> | 38.5% | 453 |
| Proximity to home or work | <input type="checkbox"/> | 77.9% | 917 |
| availability of a trainer | <input type="checkbox"/> | 24.0% | 283 |
| On-site child care | <input type="checkbox"/> | 15.9% | 187 |
| Swimming Pools | <input type="checkbox"/> | 22.3% | 262 |
| Other (please specify) | | | 114 |
| answered question | | | 1177 |
| skipped question | | | 15 |

5. If this program was available, how many times a week/month would you utilize it?

| | | Response Percent | Response Count |
|--------------------------|---|---------------------|-------------------|
| 1-3 per week |  | 55.6% | 645 |
| 4 or more per week |  | 36.6% | 425 |
| 1-3 times a month |  | 1.9% | 22 |
| 4 to 6 times a month |  | 4.1% | 48 |
| 7 or more times a month |  | 3.8% | 44 |
| answered question | | | 1160 |
| skipped question | | | 32 |

6. If already a member of a fitness center, how long have you been a member?

| | | Response Percent | Response Count |
|--------------------------|---|---------------------|-------------------|
| Less than a year |  | 13.4% | 134 |
| 1 to 3 years |  | 20.2% | 202 |
| 3 to 5 years |  | 7.1% | 71 |
| Over 5 years |  | 15.3% | 153 |
| never a gym member |  | 44.1% | 441 |
| answered question | | | 1001 |
| skipped question | | | 191 |

7. If you are a current member of a fitness center, what, if anything, would you like to see changed? Check all that apply.

| | | Response Percent | Response Count |
|----------------------------------|--------------------------|---------------------|-------------------|
| More locations | <input type="checkbox"/> | 23.8% | 159 |
| Newer or more fitness equipment | <input type="checkbox"/> | 20.8% | 139 |
| Organized group fitness programs | <input type="checkbox"/> | 15.7% | 105 |
| Aquatic fitness programs | <input type="checkbox"/> | 18.6% | 124 |
| Lower monthly memberships | <input type="checkbox"/> | 61.8% | 412 |
| Convenient center locations | <input type="checkbox"/> | 31.6% | 211 |
| Family fitness activity | <input type="checkbox"/> | 17.1% | 114 |
| No changes | <input type="checkbox"/> | 17.1% | 114 |
| answered question | | | 667 |
| skipped question | | | 525 |

8. Monthly membership fees at most fitness centers require payment by automatic withdrawal(ACH) from your banking account. Would this pose a problem for you? If so, please explain in the comments section.

| | Response Percent | Response Count |
|--------------------------|---------------------|-------------------|
| Yes | 18.4% | 211 |
| No | 81.6% | 933 |
| Other (please specify) | | 158 |
| answered question | | 1144 |
| skipped question | | 48 |

9. If the monthly membership dues were less than \$18.00 for an additional member in your household, would they be interested in this program?

| | | Response Percent | Response Count |
|--|--------------------------|---------------------|-------------------|
| Yes | <input type="checkbox"/> | 70.9% | 807 |
| No | <input type="checkbox"/> | 10.2% | 116 |
| Do not have another household member that maybe interested in a fitness center membership. | <input type="checkbox"/> | 18.9% | 215 |
| | Other (please specify) | | 38 |
| | answered question | | 1138 |
| | skipped question | | 54 |

Corporate Fitness Center Contract

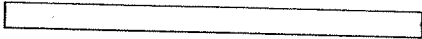
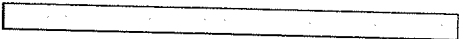
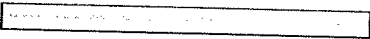


1. If the contract is approved

| | | Response Percent | Response Count |
|--|--------------------------|---------------------|-------------------|
| Will enroll and begin using the center as soon as possible | <input type="checkbox"/> | 36.1% | 457 |
| Already a member of a fitness center | <input type="checkbox"/> | 22.7% | 287 |
| Have an interest but may not join immediately | <input type="checkbox"/> | 33.5% | 424 |
| Have no interest in joining a fitness center | <input type="checkbox"/> | 7.7% | 97 |
| answered question | | | 1265 |
| skipped question | | | 7 |

2. How many times a week do you anticipate using the center?

| | | Response Percent | Response Count |
|-----------------------------|--------------------------|---------------------|-------------------|
| One to two times a week | <input type="checkbox"/> | 19.5% | 226 |
| Three to four time a week | <input type="checkbox"/> | 49.8% | 578 |
| More than four times a week | <input type="checkbox"/> | 15.9% | 184 |
| Unsure | <input type="checkbox"/> | 14.8% | 172 |
| answered question | | | 1160 |
| skipped question | | | 112 |

3. For what purpose(s) will you use the fitness center?

| | | Response Percent | Response Count |
|---|--|---------------------|-------------------|
| To lose weight |  | 61.6% | 700 |
| As part of my personal fitness program |  | 67.4% | 766 |
| Strength and muscle building |  | 54.5% | 619 |
| Exercise as directed by my physician |  | 20.5% | 233 |
| Other |  | 6.3% | 72 |
| | Other (please specify) | | 96 |
| | answered question | | 1136 |
| | skipped question | | 136 |

4. If you have any additional comments on this issue, please enter here.

| | Response Count |
|--------------------------|-------------------|
| | 462 |
| answered question | 462 |
| skipped question | 810 |

15 ✓

Travis County Commissioners Court Agenda Request

Voting Session May 20, 2008 (Date) Work Session _____ (Date)

I. A. Request made by: Alicia Perez, Executive Manager, Administrative Operations Phone # 49343
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

Consider and take appropriate action regarding space at 5501 Airport Blvd. and the Heman Marion Sweatt Travis County Courthouse.

- A. Allocate space at 5501 Airport Blvd. to move the District Clerk Jury Management Office from the Heman Marion Sweatt Travis County Courthouse.
- B. Approve the design for the new District Clerk Jury Management Office.
- C. Relocate the District Clerk Microfilm Section to the current Jury Management Office space at the Heman Marion Sweatt Travis County Courthouse.
- D. Reallocate the current District Clerk Microfilm Section space for use by the Justice of the Peace, Precinct 5.

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

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

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

| | |
|--|----------|
| Amalia Rodriguez Mendoza, District Clerk | 854-9737 |
| Michelle Brinkman, District Clerk's Office | 854-9737 |
| Judge Herb Evans, JP-5 | 854-9050 |
| Rodney Rhodes, Executive Manager, PBO | 854-9106 |

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department(854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- _____ Contract, Agreement, Policy & Procedure

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

FACILITIES MANAGEMENT DEPARTMENT

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

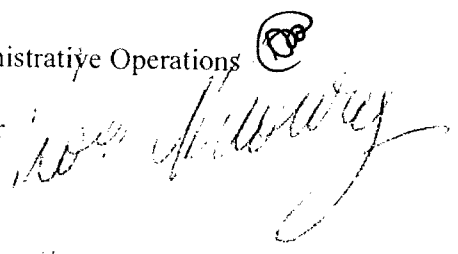


1010 Lavaca Street, Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-9226

MEMORANDUM

FMD Project: ABB-21-08F-1R
File: 101

TO: The Commissioners Court

VIA: Alicia Perez, Executive Manager, Administrative Operations 

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

DATE: April 14, 2008

SUBJECT: Heman Marion Sweatt Travis County Courthouse and 5501 Airport Blvd. Bldg.
Space Allocation for District Clerk and JP5

Proposed Motion:

Consider and take appropriate action regarding space at 5501 Airport Blvd. and the Heman Marion Sweatt Travis County Courthouse.

- A. Allocate space at 5501 Airport Blvd. to move the District Clerk Jury Management Office from the Heman Marion Sweatt Travis County Courthouse.
- B. Approve the design for the new District Clerk Jury Management Office.
- C. Relocate the District Clerk Microfilm Section to the current Jury Management Office space at the Heman Marion Sweatt Travis County Courthouse.
- D. Reallocate the current District Clerk Microfilm Section space for use by the Justice of the Peace, Precinct 5.

Summary and Staff Recommendation:

Facilities Management Department recommends approval to relocate the District Clerk Jury Management office from the 1st Floor Heman Marion Sweatt Travis County Courthouse to the 2nd Floor at the 5501 Airport Blvd. Building. In addition, the recommendation includes approval to relocate the District Clerk Microfilm Section to the vacated Jury Management Office space and to allow the Justice of the Peace, Precinct 5 to occupy the vacated District Clerk Microfilm Section space. These space allocations are being requested in order to provide more adequate space for the Jury Management office and to allow for future expansion of the JP5 offices. Although the District Clerk Microfilm Section is being recommended to move to a smaller space the District Clerk and Facilities Management Department agree that consolidating the Microfilm Section and the Public Information Access office will provide adequate space for both functions while achieving the benefits of co-locating staff and "one-stop" access for the public. Remodeling of the combined spaces will be necessary but will not be extensive. The Exhibits show the floor plans of the proposed spaces and the chart below summarizes the recommendations.

| User Group | Present Space | Proposed Space | Comments |
|----------------------------------|------------------------|------------------------------|---|
| District Clerk Jury Mgmt. Office | 380 SF in Courthouse | 598 SF at 5501 Airport Blvd. | Build-out of part of 2 nd floor expansion space (Attachment 1) |
| District Clerk Microfilm Section | 562 SF in Courthouse | 380 SF in Courthouse | Relocate to current Jury Mgmt. space on 1 st Floor. (Attachments 4 & 5) |
| Justice of the Peace, Pct 5 | 3,757 SF in Courthouse | 4,319 SF in Courthouse | Take over adjacent 562 SF to be vacated by the District Clerk Microfilm Section(Attachment 5) |

Budgetary and Fiscal Impact:

The District Clerk will fund the moves and remodels described for the Jury Management Office relocation and for the consolidation and remodel of the Public Information Access office. These changes are supported by the projected cost savings discussed in Attachment (6).

The former District Clerk Microfilm Section space will become future expansion for JP5. The only remodel for the JP-5 being requested at this time is the removal of the dividing wall between the existing office and the Microfilm Section space. This work can be done later in the fiscal year using funds from Facilities Management Department project savings.

Estimated costs are:

| | |
|---|--|
| Jury Mgmt. office construction, FF&E and moves: | \$40,072 (funding from District Clerk) |
| Dist. Clerk Microfilm Section move: | \$ 2,000 (funding from District Clerk) |
| Dist. Clerk Remodel of old Jury Mgmt. Ofc. | \$26,232 (funding from District Clerk) |
| Justice of the Peace, Pct 5 space: | <u>\$ 5,000 (misc. work funded by FMD)</u> |
| Total | \$73,304 (funding from DC and FMD) |

Background:

The District Clerk is requesting moving the Jury Management Office to 5501 Airport Blvd. for the reasons listed in the E-mail, Attachment (6). The attachment includes a spreadsheet showing projected Jury and Rental Savings for FY08 that support the benefits of making the described moves and remodels. In summary those reasons are:

1. Convenient public access.
2. Free public parking.
3. Additional space for Jury Management staff and clients.
4. Possibility of future impaneling at the Airport Blvd. site if in-person impaneling attendance continues to dwindle.
5. Passport Services application services could better be handled at the Airport Blvd. location.

Two areas for undesignated future expansion were included in the Phase 2 construction at 5501 Airport Blvd. The smaller of the two spaces is 1,013 SF and the larger is 6,175 SF. The proposed Jury Management Office will occupy 598 SF of the smaller space. This will increase by 267 SF the existing office space, which is presently not adequate. The relocation to Airport Blvd. will also improve public access. Refer to Attachment (1) for a partial floor plan of the 2nd floor.

The JP5 office will soon require additional space. The adjacent District Clerk Microfilm Section office represents the only option for expansion of the JP5 offices. In order to use this space the dividing wall between the JP-5 offices and the former Microfilm Section space should be removed.

Moving the District Clerk Microfilm Section into the vacated Jury Management Office space will consolidate the District Clerk public access services to the North corridor of the Heman Marion Sweatt Travis County Courthouse. This will improve staff efficiency due to co-location and will give the public better access to records and services.

Required Authorizations:

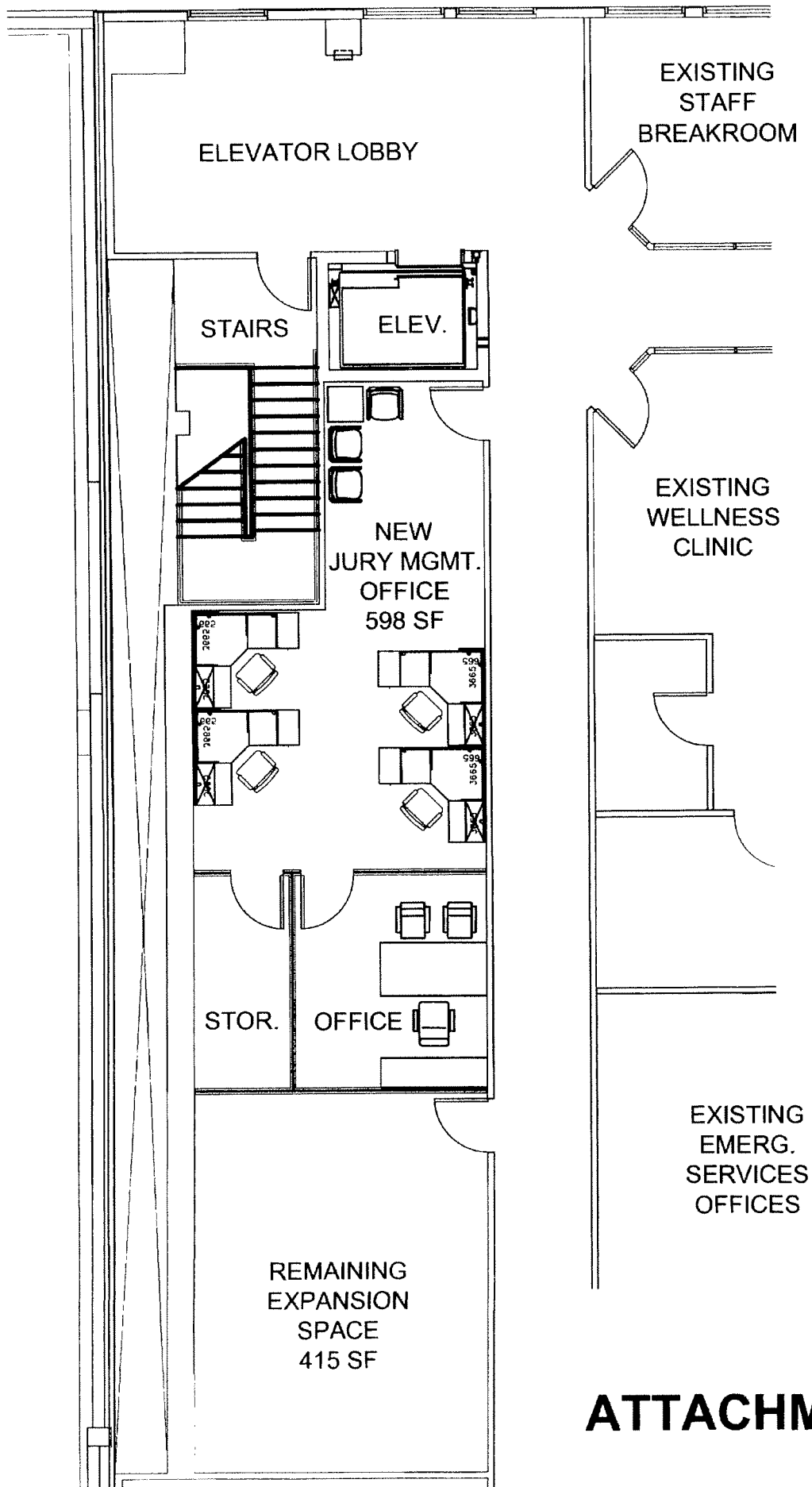
Planning and Budget: N/A

Purchasing: N/A

County Attorney: N/A

Exhibits:

- 1) Proposed Jury Management Office at 5501 Airport Blvd.
- 2) Heman Marion Sweatt Travis County Courthouse 1st Floor
- 3) Existing Jury Management Office and Public Information Access Office
- 4) Proposed consolidated Microfilm Section and Public Information Access Office
- 5) Proposed JP-5 office consolidation with former Microfilm Section space.
- 6) District Clerk email and spreadsheet dated March 20, 2008



ATTACHMENT 1

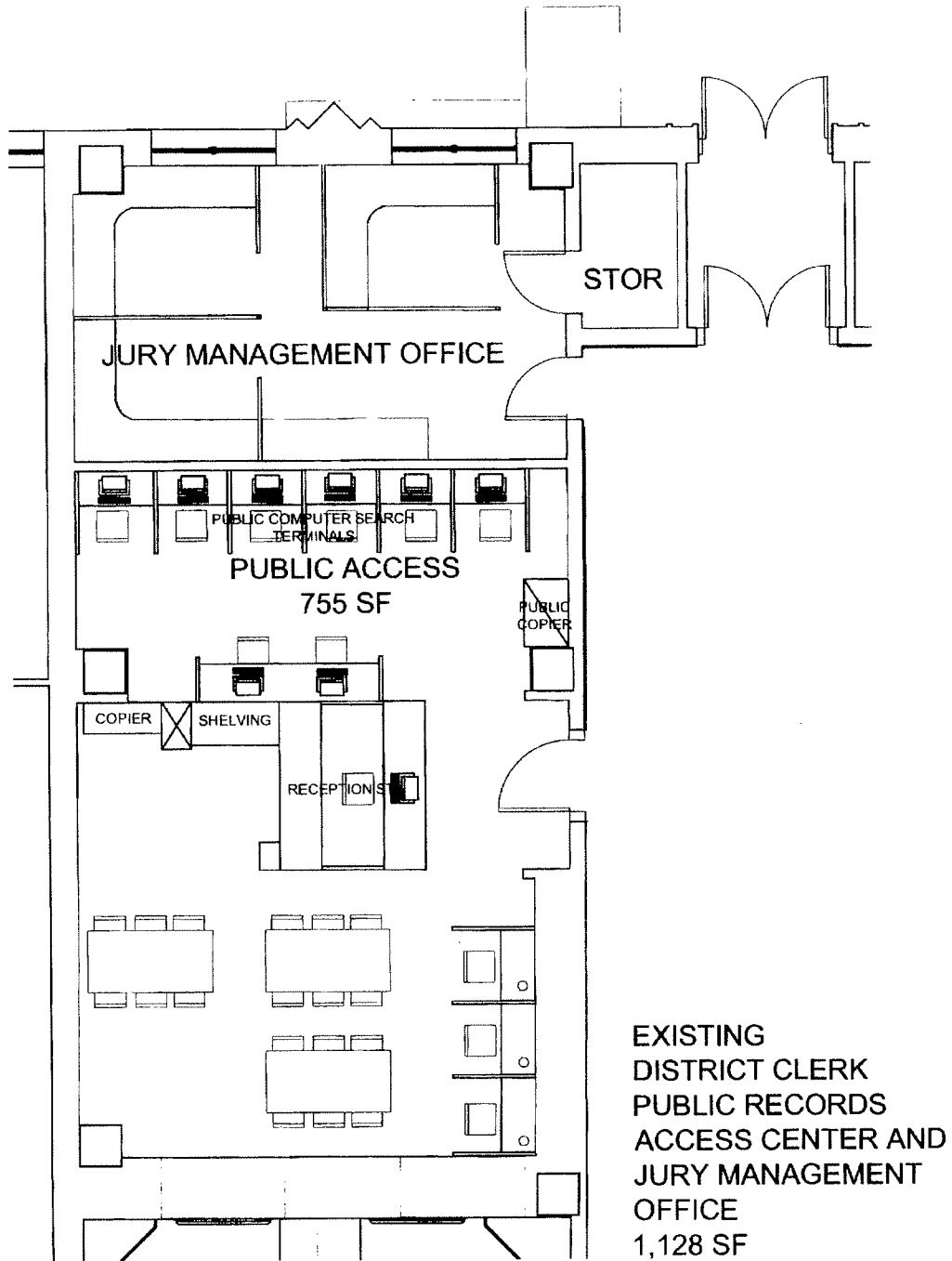
**DISTRICT CLERK
PUBLIC INFORMATION
ACCESS**

GUADALUPE STREET

**DISTRICT CLERK
MICROFILM SECTION**

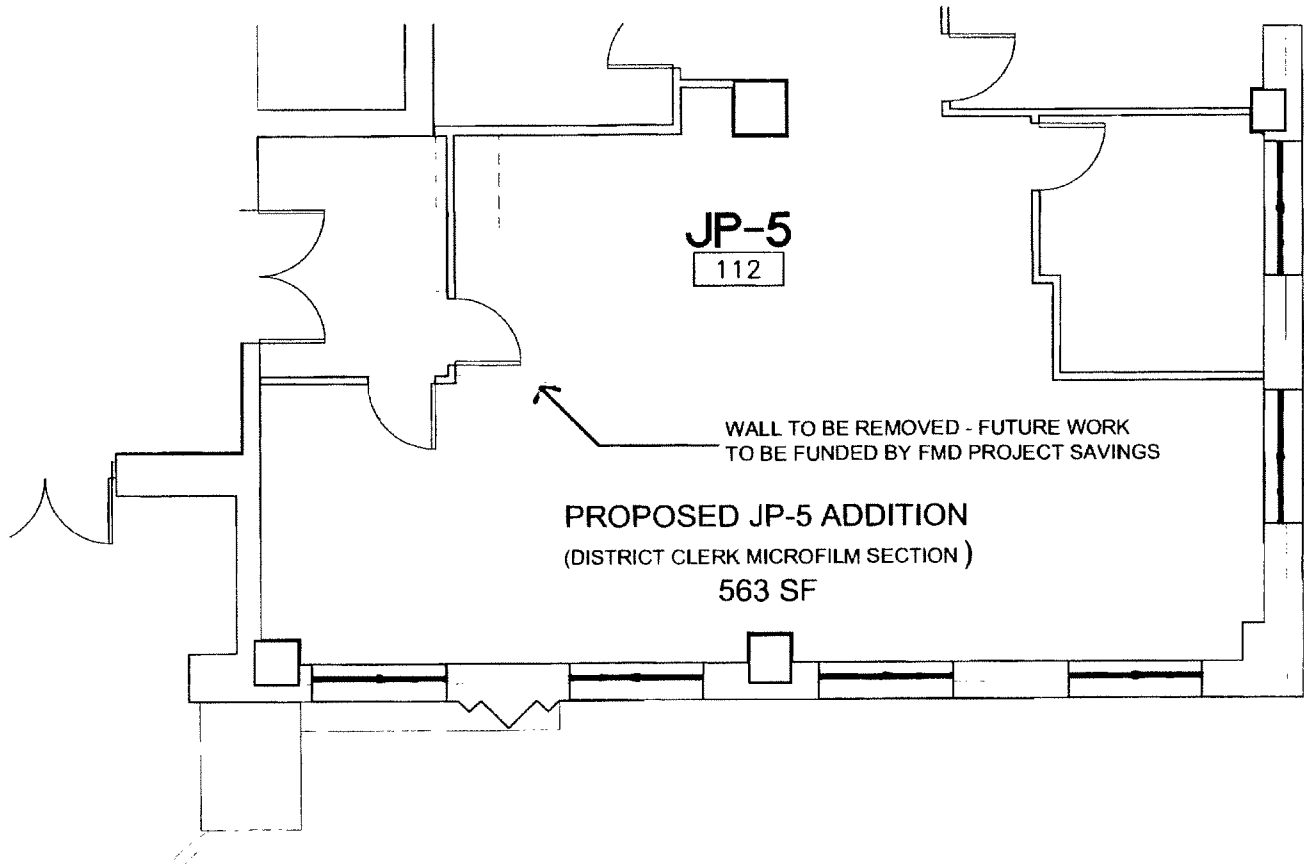
W. 10TH STREET

**HEMAN MARION SWEATT
TRAVIS COUNTY COURTHOUSE
ATTACHMENT 2**



ATTACHMENT 3





ATTACHMENT 5

Funding for Jury Office relocation to Airport Blvd.
From: Michelle Brinkman
To: Alicia Perez; Christian Smith; Jessica Rio; Katie Petersen; Leroy Ne...
Date: 03/20/2008 3:27 PM
Subject: Funding for Jury Office relocation to Airport Blvd.
Attachments: Projected FY08 Jury Savings.xls

CC: Amalia Rodriguez-Mendoza; Nancy Barman
The District Clerk has requested that its Jury Office be relocated to the complex on Airport Blvd. The relocation has several benefits:

1. Convenient access. The facility is close to major roadways and is accessible via transit.
2. Free parking. Parking at the HSC is limited to metered street parking or private parking facilities located nearby. At the Airport Blvd. complex, public parking is offered at no charge.
3. Space. The present Jury Office accommodates four full time employees and office supplies in less than 350 square feet of open space. Jurors are required to step into the hallway to transact business. The facility on Airport Blvd. provides adequate open space for three employees, a walled office for the manager, and room for jurors to transact business.
4. Impaneling. The use of I-Jury has resulted in a lower number of jurors attending in-person impaneling. Because of space and parking limitations at the HSC, the District Clerk rents a private facility to accommodate jurors for this purpose. The Airport complex will be able to accommodate impaneling in the event attendance at the impaneling session continues to dwindle, allowing the District Clerk to consider other options, including conducting impaneling on site.
5. Passport services. The District Clerk has been able to increase its revenue by offering passport application services at the Sweatt Courthouse. However, a second, more convenient location for these services should produce even greater revenue based on the experience of the Dallas County District Clerk. The Airport complex would be an ideal location for these services.

The major concern regarding the relocation involves parking availability. Based upon our limited observations plus comments from other offices at that location, the public parking area is frequently near capacity, especially since CES started holding classes throughout the day. We propose that all occupants of the facility coordinate scheduled activities that would create higher parking demand to ensure adequate parking for all.

Space has been identified for the Jury Office relocation; however, Facilities Management does not currently have the funds to complete the necessary construction. Because this relocation is a high priority for the District Clerk, we have examined the budget line items tied to jury operations and believe that the budgets for the district civil and criminal jury pay are adequate to both pay these jurors and fund the construction for the relocation. Our projections are contained in the attached spreadsheet.

Please let us know if you concur with these projections so the appropriate budget transfers can occur and this project can proceed.

Thank you.

Travis County District Clerk
Projected Jury and Rental Savings for FY08

| | FY08 Budget | | Projected FY08 Expenditures | Projected FY08 Savings |
|---|-------------------|--|-----------------------------------|---------------------------|
| Reimbursement from State for jury fees | \$ (300,000) | | \$ (300,000) | \$ - |
| <i>Expenditures:</i> | | | | |
| Civil - District Petit Juror Fees | \$ 284,175 | | \$ 144,566 | \$ 139,609 |
| Criminal - District Petit Juror Fees | \$ 323,810 | | \$ 189,542 | \$ 134,268 |
| Grand Jury - District Petit Juror Fees | \$ 106,749 | | \$ 153,920 | \$ (47,171) |
| Civil - County Petit Juror Fees | \$ 17,475 | | \$ 24,262 | \$ (6,787) |
| Criminal - County Petit Juror Fees | \$ 70,914 | | \$ 41,393 | \$ 29,521 |
| Rental - Norris Center | \$ 27,000 | | \$ 22,500 | \$ 4,500 |
| Grand Total | \$ 530,123 | | \$ 276,183 | \$ 253,940 |

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Travis County Commissioners Court Agenda Request

Voting Session May 20, 2008 Work Session _____
(Date) (Date)

I. A. Request made by: Alicia Perez, Executive Manager, Administrative Operations Phone # 49343
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED AGREEMENT FOR GAS SERVICE INSTALLATION FOR THE TRAVIS COUNTY CORRECTIONAL COMPLEX DESIGN-BUILD PROJECT.

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

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

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

| | |
|-----------------------------|----------|
| Sheriff Greg Hamilton, TCSO | 854-9788 |
| Major Darren Long, TCSO | 854-9348 |
| John Hille, CA | 854-9415 |
| Tenley Aldredge, CA | 854-9415 |
| Ken Gaede, RA, FMD | 854-5311 |
| Mark Stefanov, PE, TCSO | 854-5321 |

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department(854-9165)

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

Purchasing Office (854-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

___X___ Contract, Agreement, Policy & Procedure

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

08 MAY 14 PM 4:11
RECEIVED
COUNTY JUDGE'S OFFICE

FACILITIES MANAGEMENT DEPARTMENT

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



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

MEMORANDUM

FM# TCCC-05-05C-4N

File: 101 – Commissioners Court

TO: The Commissioners Court

VIA: Alicia Perez, Executive Manager, Administrative Operations

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

DATE: May 8, 2008

SUBJECT: Travis County Correctional Complex (TCCC)
Design-Build Project – Texas Gas Service Agreement

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

Proposed Motion:

Consider and take appropriate action on proposed Agreement for Gas Service Installation for the Travis County Correctional Complex Design-Build Project.

Summary and Staff Recommendation:

Facilities Management recommends approval of the Agreement for Gas Service Installation, requested by Texas Gas Service, in order to extend underground gas service to the new secure housing facility currently being constructed in the TCCC Design-Build Project. See attached Agreement for Gas Service Installation.

The Agreement is for Texas Gas Service to install underground gas piping from an existing tie-in on the TCCC site to the meter location at the new building. FaulknerUSA, the design-builder will be responsible for coordination activities such as grading, staking, marking existing utility locations, and recompacting dirt back into the gas line trenches. FaulknerUSA is in agreement with these responsibilities.

Budgetary and Fiscal Impact:

The cost associated with the installation of the gas line, including materials, labor, design, and inspection, is \$8,484.17, payable to Texas Gas Service. This cost is shown in the Agreement. Addendum 2 of the Agreement details the procedure the County may follow to have up to 100% of the \$8,484.17 installation cost refunded in 3 years, depending on the volume of gas used by the new building.

Background:

This is essentially the same process used with Texas Gas Service in previous gas line installations at the TCCC.

Required Authorizations:

Planning and Budget: N/A

Purchasing: N/A

County Attorney: John Hille, Director Transactions Division, CA

Attachments:

- 1) Agreement for Gas Service Installation including Addenda 1 and 2
- 2) Drawing showing location of new gas line installation

**AGREEMENT FOR GAS SERVICE INSTALLATION
BY TEXAS GAS SERVICE COMPANY**

This Agreement is made effective as of _____,
by and between Texas Gas Service Company, a division of ONEOK, Inc. ("TGS") and the
following named "Applicant:"

Applicant's Name Travis County c/o Travis County Sheriff's Office
Applicant's Address Attn: Finance, 5555 Airport Blvd, Austin TX 78751

Service Site Travis County Correctional Facility, 3614 Bill Price Rd
Facilities Requested:

| Description | Applicant's Cost |
|---|---------------------|
| Materials, Construction, Design & Inspection | \$8,484.17.00 |
| Total | \$8,484.17.00 |

1. **Payment of Extension Expenses; Commencement Date.** Applicant agrees to pay to TGS the total "Applicant's Cost" price set forth above. Installation of the facilities described at Exhibit "A" shall be commenced and completed as soon as is practicable.
2. **Delays in Construction.** TGS shall not be responsible for delays in construction of any facility installation caused by TGS' inability to obtain rights of way, inclement weather, strikes, government actions or any other cause beyond TGS' reasonable control.
In the event the payment described at paragraph 1 above has not been made within 60 days from the date TGS executes this Agreement, or if for any reason beyond TGS' control TGS has not commenced construction of the gas service facilities within 60 days after TGS' execution hereof, TGS may at its sole option: (1) cancel this Agreement by giving Applicant 15 days notice; or (2) redetermine the cost of the facility installation and adjust the amount of payment to be made by Applicant in accordance with such cost; or (3) install the facility pursuant to the terms and conditions set forth herein. In the event TGS cancels this Agreement, TGS shall immediately refund to Applicant all funds paid to TGS pursuant to this Agreement.
3. **Ownership of Gas Lines and Equipment.** All gas meters, meter loops and yard lines installed by TGS pursuant to this Agreement shall be the sole property of TGS, and Applicant shall have no lien or other property interest therein.
4. **Additional Terms and Conditions.** This Agreement shall contain the terms and conditions set forth in the following attachments:

Addendum 1: New Subdivisions and New Construction
Addendum 2: Refunds

5. **Entire Agreement.** This Agreement, together with the Addenda and Exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all previous agreements, promises, and representations, whether written or oral, between the parties with respect to the subject matter of the Agreement. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties unless made in writing and duly signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective on the date first written above, notwithstanding any later dates of execution appearing below.

**TEXAS GAS SERVICE COMPANY,
a division of ONEOK, Inc.**

By: _____

signature

Lloyd Wallin, Director of Technical Operating Services

Date Signed: _____

Travis County c/o Travis County Sheriff's Office

By: _____

signature

printed name

title

Date Signed: _____

ADDENDUM 1

NEW SUBDIVISIONS/NEW CONSTRUCTION

1. **Coordination of Construction Activities.** Applicant shall perform or cause to be performed the following acts:

Notice. Applicant shall notify TGS at least 15 calendar days in advance of the date Applicant desires to have TGS commence installation of the gas distribution facilities described at Exhibit A.

Plans. Prior to the commencement of such installation, Applicant shall provide to TGS a site plan of the subject Service Site reflecting the location of any structures thereon, along with the location at which the yard line is to be connected to the internal piping of such structures.

Grading and Staking. Prior to commencement of installation of the gas distribution system, Applicant shall either (a) grade to subgrade, $\pm .50$ feet (6 inches) all streets, alleys, roadways or easements in which the services shall be installed, or (b) place reference grade stakes and supply to TGS completed cut and fill plans for such locations. In the event Applicant elects to provide cut and fill plans, Applicant shall advance to TGS prior to the commencement of installation the cost, as determined by TGS at its sole discretion, of any additional depth to be excavated pursuant to such cut and fill plans.

Water/Wastewater Systems. All water, wastewater and sewer construction shall be completed and tested prior to commencement of work on the gas distribution system.

Other Installations. Applicant shall not permit the installation of any underground electrical, telephone, cable television or other wiring or conduit systems within the area to be used for the gas distribution system until the gas distribution system has been installed and tested.

Coordination of Trenching. All required preblasting of utility trenches, including natural gas trenches, shall be coordinated by Applicant prior to the commencement of installation of any underground utility systems.

Soil Density. Applicant shall be responsible for all testing of soil densities and required compactions.

Pavement Repairs. Applicant shall be responsible for the replacement or repair of asphalt and concrete removed by TGS on private property.

2. **Depth of Installations.** Installation of natural gas facilities shall conform to the following depth requirements:

2.1 Mains. Mains shall be installed at a depth which provides for a minimum of 24 inches of cover. When this depth is not attainable due to rock, additional protection shall be installed to withstand any anticipated external loads.

Cover over mains which are to be installed under existing or potential paving should be a minimum of 24 inches from the bottom of the street sub-base, whenever possible. At no time shall cover under paving be reduced to less than 24 inches from

the top of the paving or to less than 8 inches below or the bottom of the sub-base, whichever provides the greatest depth.

In areas to be graded after installation of the pipeline, the depth of the cover shall be a minimum of 24 inches from the finish grade.

2.2 Service Lines. Service lines shall be installed at a depth which provides for a minimum of 12 inches cover on private property, and 18 inches of cover in alleys, easements, street and roads. If the meter location is at the property line, minimum cover shall be 18 inches.

2.3 Yard Lines. Yard lines shall be installed at a depth which provides for a minimum cover of 18 inches.

3. Move In/Move Out. In the event TGS is required to remove its equipment and crews from the work site after commencement of work and prior to completion thereof, Applicant shall reimburse TGS the sum of \$2,000.00 for the expenses of same. This fee shall be paid by Applicant for each additional move in/move out required of TGS.

4. Additional Costs/Changes. To the extent permitted by law, and in accordance with applicable Travis County funding and payment procedures, Applicant shall be liable for any expenses incurred by TGS for the performance of any of the acts required of Applicant pursuant to this Addendum and for any additional design services or inspections necessitated by deviations from the construction plans or facilities described at Exhibit A.

5. Initiation of Gas Service. TGS may refuse to initiate gas service to the Service Site until Applicant has reimbursed TGS for any additional expenses as set forth in Section 4 above.

ADDENDUM 2

REFUNDS

1. **Refunds to Applicant.** Up to and including the 3rd anniversary of the effective date of this Agreement, Applicant shall be entitled to a refund calculated as in the manner described at Section 2 below. In no event will Applicant be entitled to receive aggregate refunds for any service site exceeding the aggregate funds previously advanced by Applicant to TGS for such site.

2. **Calculation of Refunds.** Refunds payable under this Agreement shall be calculated as follows:

Maximum Refund. In the event Applicant uses a minimum total volume of 1,779 MCF of natural gas within three years following the initiation of gas service at the Service Site, TGS shall refund to Applicant the sum of \$8,484.17.00 upon receipt of documentation required by Section 3.

Prorated Refund. In the event Applicant's volume is less than the foregoing minimum, TGS shall refund to Applicant a prorated portion of the maximum refund set forth above. Said refund shall be calculated as follows:

$$\frac{\text{Actual 3 year Volume}}{\text{Minimum 3 year Volume}} \times \text{Maximum Refund} = \text{Actual Refund}$$

3. **Procedure for Refund; Audits.** To obtain the refunds described at Paragraph 2 above, Applicant shall supply to TGS a request for refund including the following information: Service Site address or designation and legal description, including subdivision name and phase; description of improvements on such Service Site, including heated square footage; and description of all gas-burning appliances installed.

TGS shall have the right to audit Applicant's books and records during business hours to verify the accuracy of any representations made in any refund request. In the event that TGS makes any refund based on any intentional or unintentional misrepresentation by Applicant, TGS shall be entitled to collect the refund amount from Applicant or to offset same against any other refunds due to Applicant.

All requests for refunds must be submitted to TGS no later than 60 days after the third anniversary of this Agreement. All funds not subject to a timely refund request shall become TGS' sole property and shall be deemed a contribution in aid of construction on the date 60 days following the third anniversary hereof.

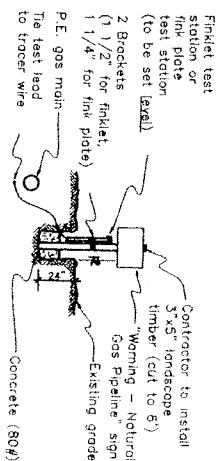
4. **Assignment of Refunds.** Applicant may, by proper instrument, transfer its interest in this Agreement to any other entity or individual. TGS shall have no obligation to honor such assignment until duly notified by a writing signed by Applicant.

EXHIBIT A

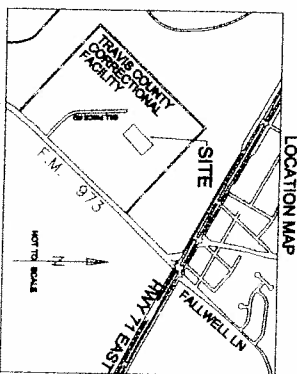
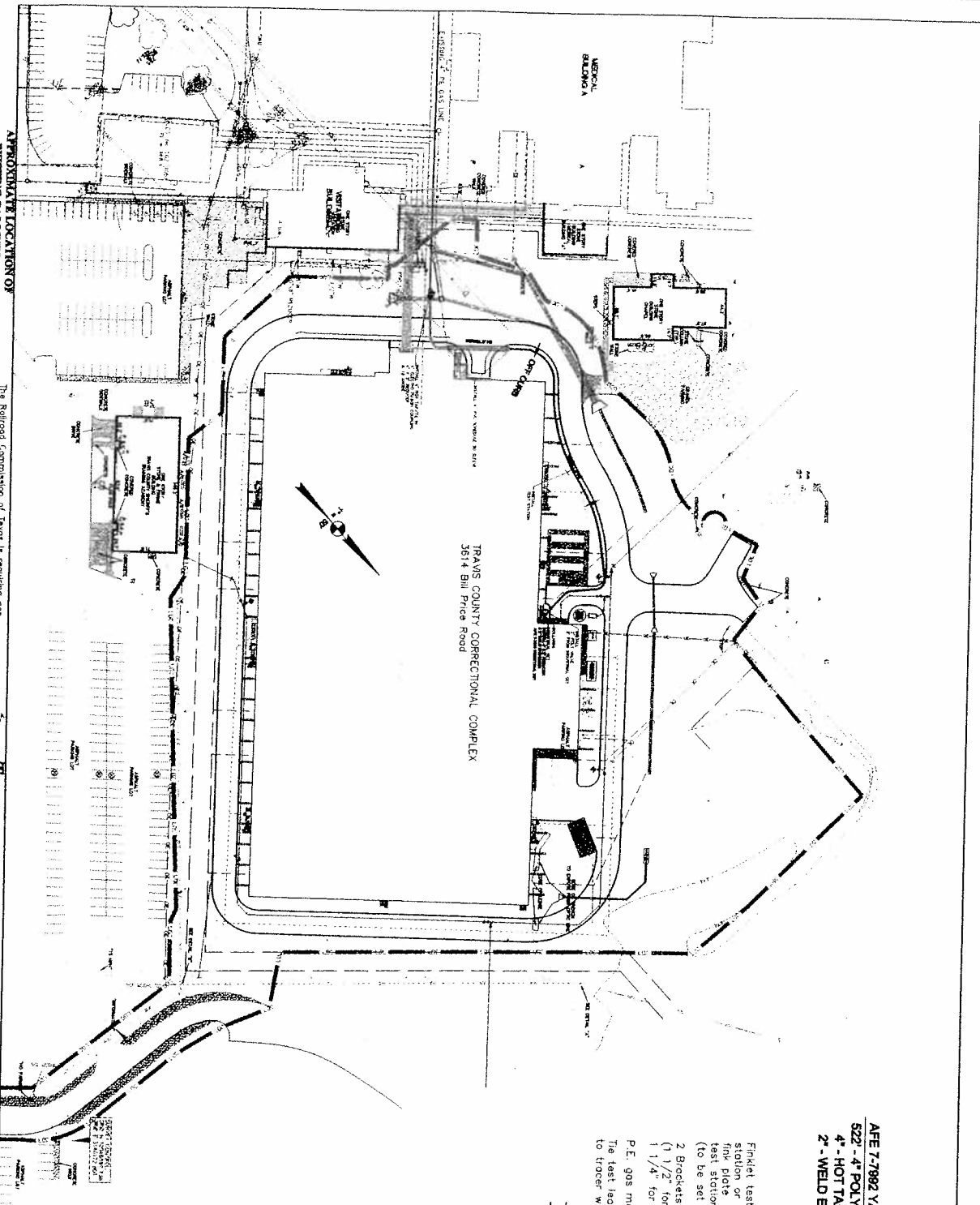
DESCRIPTION OF FACILITIES

The installation of 524 feet of service/yardline pipe to serve commercial units at Travis County Correctional Facility, 3614 Bill Price Rd.

AFE 7-7892 YARDLINE
 522' - 4" POLYETHYLENE PIPE
 4" - HOT TAP TIE (NIPOLY)
 2" - WELD END RISER



Test Station Detail - P.E.



MAPSCO PAGE# 647-JU
 GRID MAP# P161

APPROXIMATE LOCATION OF
 EXISTING GAS LINES
 No liability is assumed by the undersigned for any damage to gas lines. Contractor is responsible for any damage to gas lines. Contact 1-800-368-7888 (1-800-344-3777) for location at least 48 hours prior to installation.

The Reflected Construction of Texas is requiring gas utilities to record the location of gas lines by print line. As a result of this new contract, the contractor will be required to document certain procedures associated with the pipe installed in your subdivision.



Travis County Correctional Complex
 3614 Bill Price Road

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

17

Voting Session: May 20, 2008

- I. A. Request made by: DANNY HOBBY, EXECUTIVE MANAGER, EMERGENCY SERVICES
Phone #: 854-4416

(Elected Official/Appointed Official/Executive Manager/County Attorney)

- B. Requested topic: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING AN
INTERLOCAL AGREEMENT FOR ENFORCEMENT OF TRAVIS COUNTY FIRE
CODE BETWEEN TRAVIS COUNTY AND THE VILLAGE OF SAN LEANNA.

- C. Approved by: _____
Signature of Commissioner or Judge

- II. A. Any backup material to be presented to the court must be submitted
with this Agenda Request (Original and eight copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be
affected by or involved with this request. Send a copy of this Agenda Request and
backup to them:

- III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

_____ Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be
submitted to the County Judge's office in writing by 12:00pm on Tuesdays for the next week's
meeting. Late or incomplete requests may be deferred to the next meeting.

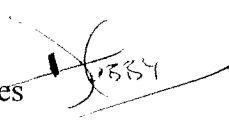
TRAVIS COUNTY FIRE MARSHAL'S OFFICE



BRAD BEAUCHAMP, FIRE MARSHAL
5555 AIRPORT BLVD., SUITE 400, AUSTIN, TEXAS 78751
(512) 854-4621, FAX (512) 854-6471

MEMORANDUM

To: Travis County Commissioners Court

Through: Danny Hobby, Executive Manager Emergency Services The handwritten signature and initials "D. Hobby" are written over the "Through:" line.

From: Brad Beauchamp, Travis County Fire Marshal

Date: May 13, 2008

The Travis County Fire Marshal's Office has conducted courtesy inspections as provided by chapter 352 LGC for the Village of San Leanna for sometime. In speaking with the Village of San Leanna administrator during one of their requests, I inquired if the Village of San Leanna would be interested in entering into an interlocal agreement with Travis County. I explained this would be a win-win for the Village of San Leanna and Travis County as 352 LGC allows us to conduct inspections in a city or village in an advisory capacity only, hence the need for the interlocal.

I explained that if we had an interlocal, the Village of San Leanna would adopt the Travis County's fire code and we would administer it for them. It will also allow for the same process in the Village of San Leanna as in the unincorporated area. We would collect a user fee from customers for our services at no cost to the Village of San Leanna.

I had the opportunity to make a presentation to the Village of San Leanna council regarding this matter. A short time later, the Village of San Leanna signed the interlocal drafted by our County Attorney's Office and passed an ordinance adopting our fire code.

As background, the Travis County Fire Marshal's Office presently has three interlocals of this type with other cities in the county. A fourth interlocal is before you today for your consideration and possible action. We are also in negotiations with a fifth city.

Village of San Leanna
P.O. Box 1107 • Manchaca, Texas 78652
Phone/Fax (512) 280-3898
Email – sanleanna2@yahoo.com
www.geocities.com/sanleannatx

April 6, 2008

Brad Beauchamp
Fire Marshal
5555 Airport Blvd., Ste. 400
Austin, TX 78751

Re: Interlocal Agreement

Dear Fire Marshal Beauchamp:

I have enclosed the requested additional two copies of both the Interlocal Agreement and the Resolution between Travis County and the Village of San Leanna. Please forward a copy of the agreement upon execution by Travis County.

Thanks again for all of your assistance, and we look forward to working with you in the future. Please let me know if you require anything further.

Sincerely,



Kathleen Lessing
City Administrator

Encl

**INTERLOCAL AGREEMENT
FOR ENFORCEMENT OF TRAVIS COUNTY FIRE CODE
BETWEEN TRAVIS COUNTY AND
THE VILLAGE OF SAN LEANNA**

THIS AGREEMENT is entered into by the following parties:

The Village of San Leanna, a Type B general law municipality located in Travis County, Texas, ("City"), and

Travis County, Texas, a political subdivision of Texas.

RECITALS

City and County have each determined that it would be mutually advantageous for County to enforce the Travis County Fire Code within the municipal boundaries of City.

County is authorized to provide the services described in this agreement and to enter into an exclusive agreement with City for these services by TEX. LOC. GOV'T CODE ANN., §233.061 (b).

City and County are authorized to enter into this agreement in all respects by TEX. GOV'T. CODE ANN., ch. 791.

AGREEMENT

City and County agree as follows:

1.0 Definitions

1.01 Board of Aldermen "Board of Aldermen" means Board of Aldermen of the Village of San Leanna.

1.02 Commissioners Court "Commissioners Court" means Travis County Commissioners Court.

1.03 County "County" means Travis County Texas acting by and through the Fire Marshal.

1.04 Day "Day" means calendar day.

1.05 Fire Code Inspection(s) "Fire Code Inspection(s)" means the review of plans, the issuance of building permits, the inspection of installations, the issuance of operating permits for compliance with the Travis County Fire Code upon request for a permit. It also includes the

investigation of complaints and the inspection of establishments upon receipt of requests or complaints about non-compliance with the Travis County Fire Code. Inspection includes all follow-up necessary to insure compliance with Travis County Fire Code.

1.06 Fire Marshal "Fire Marshal" means the Travis County Fire Marshal and his designated deputy fire marshals who are employed in his office.

1.07 Fire Regulation Inspection(s) "Fire Regulation Inspection(s)" means the routine inspections of establishments and the investigation of complaints and the inspection of establishments upon receipt of requests or complaints about non-compliance with any applicable federal, state and local rules or regulations related to fire control and fire prevention and establishing the requirement for annual permits and fees. Inspection includes all follow-up necessary to insure compliance with any applicable federal, state and local rules or regulations related to fire control and fire prevention and establishing the requirement for annual permits and fees. Routine inspections means annual inspection and all follow-up necessary to insure compliance with applicable federal, state and local rules or regulations related to fire control and fire prevention and establishing the requirement for annual permits and fees.

1.08 In the Village of San Leanna "In the Village of San Leanna" means any location within the full purpose corporate limits of the Village of San Leanna and does not include locations within its extraterritorial jurisdiction or its limited purpose jurisdiction.

1.09 Travis County Fire Code "Travis County Fire Code" means the Chapter 71 of the Travis County Code. All definitions in the Travis County Fire Code are incorporated the same as if set forth in full in this Agreement.

2.0 Term of Agreement

2.01 Initial Term This interlocal agreement begins on the date when it has been executed by both parties and ends on September 30, 2008 unless earlier terminated by either party in compliance with 13.0 of this Agreement.

2.02 Renewal Term This interlocal agreement, as properly amended or modified from time to time, automatically renews on October 1, 2008 for a term of one year and automatically renews for a term of one year every year after that unless terminated by either party in accordance with 13.0 of this Agreement.

3.0 Responsibilities of City

3.01 Exclusive Provider City grants County the exclusive right to provide the services described in this Agreement in the Village of San Leanna.

3.02 Creation of Fire Marshal's Authority. Prior to or concurrent with the approval and execution of this Agreement, City shall pass whatever ordinances, orders, rules, or resolutions may be necessary under its governing documents to give the same powers, rights, and privileges to the Fire Marshal that the Fire Marshal would have as a designated department of City. Despite this authority, employees of the Office of the Fire Marshal are not employees of City and work solely for County.

3.03 Adoption of Travis County Fire Code. City shall pass an ordinance, order, rule or resolution adopting the Travis County Fire Code in the Village of San Leanna.

3.04 Copies of Ordinance, Rule or Resolution. Prior to or concurrent with the approval of this Agreement, City shall provide County with copies of all ordinances, orders, rules and resolutions passed pursuant to this Agreement.

3.05 Establishment of Fees City authorizes Commissioners Court to set permit fees in the Village of San Leanna at the same amount as fees for the unincorporated areas of Travis County set by Commissioners Court in Chapter 71 as amended from time to time. The initial fees are listed in Attachment A. County may change fees charged under this Agreement at any time by written notice from County in compliance with section 15.0 to City. Unless City gives notice of termination pursuant to Section 13.0 of this agreement, the change in fees is effective thirty days after receipt of the notice from County.

3.06 Payment For Services City assigns to County its right to receive any permit fees to be paid by applicants for permits under the Travis County Fire Code related to the construction of buildings and any fees payable for any inspections or services provided under this Agreement. City authorizes all applicants to pay the permit fees directly to the County through the Office of the Fire Marshal in accordance with the procedures established by County from time to time. City authorizes all establishments seeking other services under this Agreement to pay the applicable fees directly to the County through the Office of the Fire Marshal in accordance with the procedures established by County from time to time.

3.07 Notice of Complaints City acknowledges that all calls about any complaints related to services under this Agreement should be made to City, with City then contacting County about services. City shall make every reasonable effort to advise residents of this requirement and to prevent direct contact between residents of City and the Fire Marshal.

3.08 Fire Code Inspection. For Fire Code Inspections under this Agreement, City designates the Fire Marshal to receive information for administering the provisions of and prosecuting violations of the Travis County Fire Code. The procedures for requests for hearings, for hearings and for actions taken as a result of those hearings are set forth in the Travis County Fire Code. City authorizes County to take whatever action is necessary to enforce the Travis County Fire Code, including imposing any related penalties described in it, within the limits imposed by

applicable law.

3.09 Fire Regulation Inspection. For Fire Regulation Inspections under this Agreement, City designates the Fire Marshal to receive information for prosecuting violations of any applicable federal, state and local rules or regulations related to fire control and prevention and establishing the requirement for annual permits and fees. City authorizes County to take whatever action is necessary to enforce the applicable rules, including any related penalties described in the other applicable federal, state and local rules or regulations related to fire control and prevention and establishing the requirement for annual permits and fees, within the limits imposed by applicable law.

3.10 Legal Action In any legal action which is required as a result of the services provided under this Agreement, City Attorney is responsible for judicial prosecution of violations of the applicable Travis County Fire Code and any applicable federal, state and local rules or regulations related to fire control and prevention and establishing the requirement for annual permits and fees. Prosecution of all violations of the applicable federal, state and local rules or regulations related to fire control and prevention and establishing the requirement for annual permits and fees shall be brought in the Court of competent jurisdiction as set forth in those federal, state and local rules or regulations.

3.11 Current Revenue City shall pay for its obligations under this interlocal agreement from current revenue funds available to City.

3.12 Compliance with Laws City shall comply with all applicable laws, rules and regulations in the performance of this agreement.

4.0 Responsibilities of County

4.01 Enforcement of Travis County Fire Code To the extent allowed by law and this Agreement, County shall administer and enforce the Travis County Fire Code and carry out the following services related to it in the Village of San Leanna:

4.01.01 review plans of applicants for permits under it,

4.01.02 issue building permits under it, and

4.01.03 perform inspections of installations required by it, and

4.01.04 the investigation of complaints and the inspection of establishments upon receipt of requests or complaints about non-compliance with it made to City, with City then contacting the Fire Marshal's Office, including all follow-up necessary to insure compliance with it. Questions about any complaints related to services under this Agreement should be

made to City, with City then contacting County about services. City shall make every reasonable effort to advise residents of this requirement and to prevent direct contact between residents of City and the Fire Marshal.

4.02 Complaint Investigation County shall investigate Travis County Fire Code complaints and complaints about violations of any other applicable federal, state and local rules or regulations related to fire control and prevention that are made directly to City, with City then contacting the Fire Marshal's Office. If the investigations of a complain reveal the violation of the Travis County Fire Code or any other applicable federal, state and local rules or regulations related to fire control and prevention, County shall enforce these legal requirements to the extent allowed by law, except that County's enforcement shall not include condemnation of buildings, enforcement of zoning ordinances, or enforcement of flood plain ordinances.

4.03 Other Permit Inspections County shall routinely inspect establishments for compliance with any applicable federal, state and local rules or regulations that establish the requirement for permits and fees pursuant to those rules or regulations. These inspections include all follow-up necessary to insure compliance with the applicable federal, state and local rules or regulations. Routine inspections may be either inspection prior to and as part of both the initial state licensing process and all renewals of the state license or the annual inspection and all follow-up necessary to insure compliance with state rules and regulations.

4.04 Credit for Fees County may perform any reasonable activities necessary to collect fees for services provided. County may retain all fees collected.

4.05 Quarterly Reports Quarterly County shall provide City with a report of its operations in the Village of San Leanna for the preceding month that includes at least the following information related to County's responsibilities under this agreement by the fifteenth day of the following month:

4.05.01 the number of applications received in the Village of San Leanna;

4.05.02 the number of permits issued in the Village of San Leanna, and

4.05.03 the number and type of inspections related to other law that are performed.

4.06 Annual Reports Annually County shall provide City with at least a summary report for the information provided in monthly reports under 4.05. .

4.07 Access to Reports, Records, and Facilities County shall provide City with full access to all records and reports about the Travis County Office of the Fire Marshal that are available by law to members of the public generally.

4.08 Current Revenue County shall pay for its obligations under this interlocal agreement from current revenue funds.

4.09 Compliance with Laws County shall comply with all applicable laws, rules and regulations in the performance of this agreement.

5.0 Fees

5.01 Fire Code Permits County shall charge applicants for permits in the Village of San Leanna based on the fees that are approved by the Commissioners Court annually. Commissioners Court shall review permit fees annually and may increase or decrease fees based on the cost incurred by the Office of the Fire Marshal in administering the Travis County Fire Code including inspection and enforcement. The cost for the investigation and follow-up for complaints about violations of Travis County Fire Code are included in determining permit fees. Any changes shall be effective October 1 of each year.

5.02 Other Fire Regulation Fees County shall charge businesses needing an inspection in the Village of San Leanna based on the fees that are approved by the Commissioners Court annually. Commissioners Court shall the fees annually and may increase or decrease fees based on the cost incurred by the Office of the Fire Marshal in providing these services. The cost for the investigation and follow-up for complaints about violations are included in determining these fees. County shall inform City, in writing, prior to implementation of proposed rate changes. Changes shall be effective October 1 of each year.

6.0 Responsibility for Losses and Insurance

6.01 Self-Insured City acknowledges that County is self insured for some losses at the execution of this agreement. City acknowledges that County does not have liability insurance coverage on its operations and is not required to do so under this agreement. City acknowledges that County is not required to provide liability insurance coverage under this agreement and may, at its option, discontinue the liability insurance coverage which County has at the commencement of this agreement.

6.02 Limits of Liability City is not liable for any claims, damages, or attorney fees arising from the negligent or illegal acts of County or its employees or agents in relation to the services provided by County under this Agreement. County is not liable for any claims, damages, or attorney fees arising from the negligent or illegal acts of City or its employees or agents in relation to the responsibilities of City under this Agreement.

6.03 Shared Liability If both County and City are liable for any claims, damages, or attorney fees arising from the negligent or illegal acts of City and County in relation to the services provided under this Agreement, City and County are individually liable for the portion of the

claims, damages, and attorney fees attributable to each that arise from their negligent or illegal acts or those of their respective employees and agents as determined by a court adjudicating the matter or as agreed in any settlement.

6.04 Assumption of Risk City bears all property losses that result from damages caused by City that would be covered by automobile, fire and casualty insurance coverage offered by a commercial insurance company. County bears all property losses that result from damages caused by County that would be covered by automobile, fire and casualty insurance coverage offered by a commercial insurance company.

7.0 Acknowledgements

7.01 Travis County Fire Code. City acknowledges that, under the terms of this Agreement, City must approve ordinances, orders, rules or resolutions adopting the Travis County Fire Code. City further acknowledges and agrees that this Travis County Fire Code supercedes any other ordinances, orders, rules, resolutions or other enactments by City related to the regulations being implemented under this Agreement.

7.02 Limit of Authority to Represent City and County intend to enter this agreement as independent contractors and assume all of the rights, obligations and liabilities applicable to it as an independent contractor. This Agreement shall be construed to give effect to this intent. Neither party is authorized to represent the other for any purpose whatsoever without the prior written consent of the other party. Employees of City shall not be considered to be employees of County. Employees of County shall not be considered to be employees of City.

7.03 Limit on Agents No agent, official, employee, or representative of County has the authority to amend or assign this agreement or waive violations of it unless expressly granted this specific authority by the Commissioners Court. No agent, official, employee or representative of City has the authority to amend or assign this agreement or waive violations of it unless expressly granted this specific authority by the Board of Aldermen.

7.04 County Right to Contract: Other Entities County may contract with other entities to provide the services provided under this Agreement throughout Travis County. All proceeds to County that may arise from other agreements inure to the benefit of Travis County.

8.0 Amendment of Agreement

8.01 The only modification concerning this agreement that has any force or effect is a subsequent amendment in writing signed by both parties. No official, representative, agent, or employee of County or City has any authority to modify this agreement except pursuant to specific authority to do so expressly granted by the respective governing body.

9.0 Entire Agreement

9.01 This agreement supersedes any and all other agreements, either oral or in writing, between the parties to it with respect to the subject matter of it and contains all of the covenants and agreements between the parties with respect to this subject matter. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party which are not embodied in this agreement and that any agreements, statements, or promises not contained in this agreement are not valid or binding.

9.02 Attachment A Chart of Fees is made a part of this Agreement, and constitutes promised performances by City

10.0 Breach

10.01 The failure of either party to comply with the terms and conditions of this agreement is a breach of this agreement.

11.0 Dispute Resolution

11.01 When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties shall use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in the TEX. CIV. PRAC. AND REM. CODE ANN., § 154.073. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in TEX. CIV. PRAC. AND REM. CODE ANN., § 154.073, unless both parties agree, in writing, to waive the confidentiality.

12.0 Waiver and Reservation of Rights

12.01 Waiver The waiver by either party of a breach of this agreement shall not constitute a continuing waiver of that breach or of a subsequent breach of the same or a different provision, unless the party not in breach agrees to a waiver.

12.02 Reservation of Rights and Remedies All rights of both parties under this agreement are specifically reserved. Any reimbursement, installment, payment, act, or omission by a party shall not impair or prejudice any remedy or right of that party under this agreement. 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 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.

13.0 Termination

13.01 Annual Termination Either party to this agreement may terminate this agreement effective the next September 30, by giving 60 days prior written notice to the other party.

13.02 Termination for Breach Either party may terminate this agreement if it is found that the other party has breached this Agreement. Prior to termination, the terminating party shall provide written notice to the other party of any breaches. Upon receipt of this notice, the breaching party has 90 days to correct the breaches or explain why the actions do not breach this Agreement to the satisfaction of the terminating party. Failure to correct the breaches or give a satisfactory explanation within 90 days results in automatic termination of this Agreement at the end of the 90-day period unless the parties agree in writing to extend the time to cure the breaches.

13.03 Survival of Provisions If this agreement is terminated, the terms about fees and payments survive the termination until each fee is paid.

14.0 Notice

14.01 Written Notice All notices sent pursuant to this agreement shall be in writing and either hand delivered or sent by registered or certified mail, postage prepaid, return receipt requested.

14.02 County Address Notice sent pursuant to this agreement shall be delivered or sent to County at the following addresses:

If hand delivered to:

County Judge, Travis County
314 West 11th Street, Room 520
Austin, Texas 78701

If mailed to:

County Judge, Travis County
P.O. Box 1748
Austin, Texas 78767

and

If hand delivered to:

Executive Manager
Emergency Services
1101 Nueces Street
Austin, Texas 78701

If mailed to:

Executive Manager
Emergency Services
P.O. Box 1748
Austin, Texas 78767

14.03 City Address Notices sent pursuant to this agreement shall be delivered or sent to City at the following addresses:

If hand delivered to:

If mailed to:

Kathleen Lessing
Village of San Leanna
611 Old Manchaca Rd.
Austin, TX 78748

Kathleen Lessing
Village of San Leanna
P.O. Box 1107
Manchaca, TX 78652

14.04 Notice to County Attorney To be effective against County, a copy of any notice sent to County must also be sent to the Travis County Attorney's office at the following address:

Travis County Attorney
P.O. Box 1748
Austin, Texas 78767

14.05 Notice to City Attorney To be effective against City, a copy of the notice must also be sent to the City Attorney's office at the following address:

Monte Akers
Akers & Boulware-Wells, L.L.P.
816 Congress Avenue
Suite 1725
Austin, TX 78701

14.06 Time of Delivery When notices sent are hand delivered, notice is effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mail box or at a U.S. post office.

14.07 Change of Address Either party may change its address for notice under this agreement by providing a notice of the change to all parties in compliance with this paragraph.

15.0 Parties Bound

15.01 This agreement shall be binding upon and inure to the benefit of the parties to it and to their respective legal representatives and successors where permitted by this agreement. This agreement is not assignable without consent of the other party which shall not be unreasonably withheld.

16.0 Interpretational Guidelines

16.01 Third Party Rights Not Created This agreement is not intended and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and neither County nor City is waiving any defense or immunity to which it is entitled against any person or legal entity that is not a party to it.

16.02 Texas Law to Apply This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created under it are performable in Travis County, Texas.

16.03 Severability of Provisions In case any one or more of the provisions in this agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this agreement and this agreement shall be construed as if the invalid, illegal, or unenforceable provisions had never been in it.

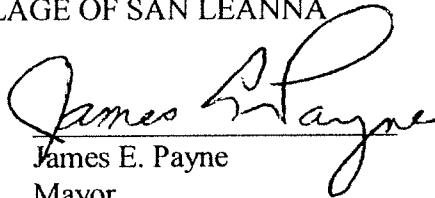
16.04 Computation of Time When any period of time is stated in this agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that either County or City has declared a holiday for its employees,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

16.05 Gender and Number Words of gender used in this agreement shall be construed to include any other gender and words in the singular number shall be construed to include the plural and vice versa unless this agreement requires otherwise.

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

VILLAGE OF SAN LEANNA

By:


James E. Payne
Mayor

Date: 1-17-08

TRAVIS COUNTY

By:

Samuel T. Biscoe
County Judge

Date: _____

RESOLUTION NO. R08-001

STATE OF TEXAS

COUNTY OF TRAVIS


WHEREAS, the Village of San Leanna and Travis County have each determined that it would be mutually advantageous for Travis County to enforce the Travis County Fire Code within the municipal boundaries of the Village of San Leanna; and

WHEREAS, the Travis County Commissioners Court has adopted the International Fire Code as the Fire Code for Travis County; and

WHEREAS, by entering into an Interlocal Agreement with Travis County, the Village of San Leanna does also adopt the Travis County Fire Code;

NOW, THEREFORE, BE IT RESOLVED that the Board of Aldermen hereby adopts the Interlocal Agreement for adoption and enforcement of Travis County Fire Code/International Fire Code between Travis County and the Village of San Leanna, which will automatically renew on October 1st of each year unless terminated by either party according to terms of the agreement

PASSED AND APPROVED ON THIS 17TH DAY OF JANUARY 2008, IN A MEETING OF THE BOARD OF ALDERMEN OF THE VILLAGE OF SAN LEANNA, TEXAS, DULY CONVENED AND ACTING IN ITS CAPACITY AS GOVERNING BODY OF THE VILLAGE OF SAN LEANNA, BY A VOTE OF 5 IN FAVOR 0 OPPOSED.



Mayor, Village of San Leanna

ATTEST:



City Administrator



TRAVIS COUNTY PURCHASING OFFICE

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

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

18

Approved by: _____

Cyd V. Grimes 5/2/08

Voting Session: Tuesday, May 20, 2008

REQUESTED ACTION: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING MODIFICATION NO. 4 OF CONTRACT NO. PS000205JW, GIRLS & BOYS TOWN OF SAN ANTONIO AS FOLLOWS:

A. APPROVE ASSIGMENT OF CONTRACT FROM GIRLS & BOYS TOWN OF SAN ANTONIO TO BOYS TOWN TEXAS, INC.

B. APPROVE REVISED AGREEMENT PS000205VR, BOYS TOWN TEXAS, INC., FOR RESIDENTIAL TREATMENT SERVICES (JUVENILE PROBATION)

Points of Contact:

Purchasing: Vania Ramaekers

Department: (JUVENILE PROBATION) Estela Medina, Chief Juvenile Probation Officer; Sylvia Mendoza

County Attorney (when applicable): Jim Connolly

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro And Jose Palacios

Other:

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

This contract is for the provision of residential treatment services for juvenile offenders within the Juvenile Probation Department. The exemption order for this professional service was approved by Commissioners Court on August 1, 1995. Travis County currently has over 35 active Residential Treatment Service Contracts throughout Central Texas, which are used on an as needed basis, according to the specific needs of the youth (s) being placed.

Since 1995, the Residential Treatment Services overall program, requirements and legal clauses have evolved. There were several modifications processed which addressed critical changes. The Juvenile Probation Department, The County Attorney and the Purchasing Office are in agreement regarding the replacement of the current contract form in order to have a complete updated document that addresses the current level of services being provided, the current needs of the department and the legal clauses.

Modification No. 4 will process assignment of contract to Boys Town Texas, Inc. from Girls and Boys of San Antonio. The assignment of contract is being processed at the request of the contractor because the business' Articles of Incorporation Amendment dated May 5, 2008 indicates the business name change. In addition this modification will replace the current agreement PS000205JW documents in its entirety with contract number PS000205VR. The replacement will update the standard clauses, incorporate Attachment A - Scope of Services, and update the State mandated rates by incorporation of Attachment B Fee Schedule, plus Attachment F - services level and facilities certification requirements according to the Texas Juvenile Commission published documents.

Modification No. 3 changed the contract original assignment from Father Flanagan's Boys Town of San Antonio to Girls and Boys Town of San Antonio

Modification No. 2 changed Sections 7.17 Accounting, Reporting, and Auditing Requirements as per the direct request of the Texas Juvenile Probation Commission (TJPC) Audit findings. This modification also changed Section 4.1 to include the flexibility for any future rate increases or decreases, in which such rates are set by TJPC.

Modification No. 1 changed section 3 to include paragraph 3.19 which specified the Medicaid payment process, updated Section 4.1 to include Title IV-E reimbursement plus updated the level of care rates.

Contract Expenditures: Within the last 12 months \$38,670.71 has been spent against this contract ☐ Not applicable

➤ **Contract-Related Information:**

Award Amount: **AS NEEDED** (Estimated quantity)
Contract Type: Professional Services Contract
Contract Period: 6/27/2000 – Until terminated by either party

➤ **Contract Modification Information:**

Modification Amount: **AS NEEDED** (Firm Amount) (Add'l. comments)
Modification Type: Price Adjustment
Modification Period: Date approved – Until terminated by either party

➤ **Solicitation-Related Information:**

| | |
|--|---------------------------------|
| Solicitations Sent: <u>N/A</u> | Responses Received: <u>N/A</u> |
| HUB Information: <u>Not Applicable</u> | % HUB Subcontractor: <u>N/A</u> |

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

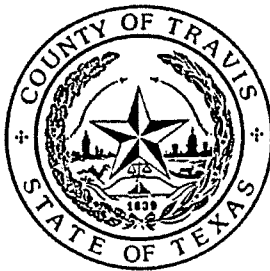
- ☐ Purchase Requisition in H.T.E.: N/A
- ☒ Funding Account(s): **001-4530-593-6205**
- ☒ Comments: **On as Needed Basis**

➤ **Statutory Verification of Funding:**

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

TRAVIS COUNTY
AUDITOR'S OFFICE

SUSAN A. SPATARO, CPA, CMA
COUNTY AUDITOR



TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-9164

COUNTY AUDITOR VERIFICATION FORM

CONTRACTOR:

Girls and Boys Town of San Antonio

TYPE OF GOODS/SERVICE:

Residential Services (Mod. 4)

FUNDS VERIFIED:

☐

1) Requisition number _____ processed through the
Purchasing system to pre-encumber funds.

2) Amount pre-encumbered: \$ _____

☒

1) Contract did not specify a total contract amount.

2) Goods/services to be provided on a "as needed basis" to be
invoiced in accordance with a contract unit price, not to exceed
the budget amount in the line item for this contract.

CONTRACT #:

PS000205VR

LINE ITEM VERIFIED:

☒ YES 001-4530-593-6205

☐ NO

Verified by:

[Signature]

Date: 5-7-8

Approved by:

Date: _____

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

RECEIVED
TRAVIS COUNTY



ESTELA P. MEDINA
Chief Juvenile Probation Officer

PURCHASING
OFFICE

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
PROBATION SERVICES
RESIDENTIAL SERVICES
SUBSTANCE ABUSE SERVICES
DOMESTIC RELATIONS OFFICE
JUVENILE JUSTICE
ALTERNATIVE EDUCATION
PROGRAM

TO: Cyd Grimes
Purchasing Agent

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

RE: Request for Name Change for Contract #PS000205JW

DATE: March 18, 2008

Travis County Juvenile Probation Department is currently contracting with Girls and Boys Town of San Antonio for Residential Treatment Services. The new name is Boys Town Texas, Inc. effective February 5, 2008. The vendor is requesting that their contract with Travis County reflect the name change. Attached is documentation from the Office of the Secretary of State and vendor supporting the name change.

If you need additional information in order to proceed, please do not hesitate to call me.

cc: Britt Canary
Emmitt Hayes, Jr.
Sylvia Mendoza
Michael Williams

EPM: gc



2-20-08

Mr. Matt Garcia
Travis County Juvenile Probation Department
2515 South Congress Avenue
Austin, Texas 78704

Re: Name Change for Girls and Boys Town of San Antonio

Dear Mr. Garcia:

Please find enclosed a copy of Amendment of the Articles of Incorporation indicating the name change for Girls and Boys Town of San Antonio to that of BOYS TOWN TEXAS, INC. Additionally, the Office of the Secretary of State has provided the new Certificate of Amendment of BOYS TOWN TEXAS, INC. I know that our contract for the Travis County Juvenile Probation will need to reflect the name change. I will be happy to complete any documents needed.

If you have any questions, please contact me at (210) 271-1010

Sincerely,

Wade P. Rascoe
Executive Director

503 Urban Loop
San Antonio Texas 78204 | 210 271 1010
www.boystowntexas.org

Saving Children, Healing Families



Office of the Secretary of State

CERTIFICATE OF AMENDMENT
OF

BOYS TOWN TEXAS, INC.
800360802

[formerly: Girls and Boys Town of San Antonio]

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Amendment for the above named entity have been received in this office and have been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Amendment.

Dated: 02/05/2008
Effective: 02/05/2008



A handwritten signature of Phil Wilson in cursive script.

Phil Wilson
Secretary of State

AMENDMENT
OF THE
ARTICLES OF INCORPORATION
OF
Girls and Boys Town of San Antonio

FILED
In the Office of the
Secretary of State of Texas

FEB 05 2008

Corporations Section

Under Articles 4.01-4.05 of the Texas Non Profit Corporation Act

FIRST: The name of the corporation is:

GIRLS AND BOYS TOWN OF SAN ANTONIO

The name of the corporation was changed to **BOYS TOWN TEXAS, INC.**, on December 7, 2007. The amendment was adopted at a meeting of the sole member, **Father Flanagan's Boys' Home**, held on December 7, 2007, at which meeting a quorum was present, and the amendment received at least a majority of the votes which members present or represented by proxy at such meeting were entitled to cast.

Paragraph FIRST of the Articles of Incorporation relating to the corporate name is hereby amended to read in its entirety as follows: **The corporation formed is a nonprofit corporation. The name of this corporation is BOYS TOWN TEXAS, INC.**

Michael McGill
Printed Name of Signer

Michael McGill
Signature of Signer

Date: 2-04-08

Vice President and General Counsel - Title of Signer
Father Flanagan's Boys' Home
14100 Crawford Street
Boys Town, NE 68010
(402) 498-1013 (Phone)
(402) 498-1024 (Fax)
mcgillm@boystown.org

Treatment
Services

| | | |
|--|--|--|
| ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701 | PURCHASING AGENT ASST: <u>Vanla Ramaekers</u> TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185 | DATE PREPARED: March 20, 2008 |
| ISSUED TO: Girls and Boys Town of San Antonio 503 Urban Loop San Antonio, Texas 78204 | MODIFICATION NO.: 4 | EXECUTED DATE OF ORIGINAL CONTRACT: June 27, 2000 |
| ORIGINAL CONTRACT TERM DATES: <u>7/1/00– 9/30/00</u> | | CURRENT CONTRACT TERM DATES: <u>10/1/07 – Until Terminated by either parties</u> |

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: As needed basisCurrent Modified Amount As needed basis.

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

- 1) Pursuant to Section 7, Paragraph 7.6 and 7.7, "Amendments & Assignment" the above referenced contract may be changed by submitting written request to the Purchasing Agent. See detailed assignment on page 2 of this modification.
- 2) Existing Agreement PS000205JW is hereby replaced to include the changes shown on attached agreement PS000205VR which is made a part of the contract hereof.
- 3) Replacement of the Agreement PS000205JW for PS000205VR constitutes:
 - a. Updates of standard clauses.
 - b. Updates of State mandated rates.
 - c. Incorporation of an attachment for Scope of Services (Attachment A)
 - d. Incorporation of an attachment for Fee Schedule (Attachment B)
 - e. Updates on services level requirements and certifications
 - f. Changed the Agreement Reference number from PS000205JW to PS000205VR.

Note to Vendor:

[X] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.

[] DO NOT execute and return to Travis County. Retain for your records.

| | |
|---|---|
| LEGAL BUSINESS NAME: <u>Boys Town Texas</u> | <input type="checkbox"/> DBA |
| BY: <u>[Signature]</u> SIGNATURE | <input checked="" type="checkbox"/> CORPORATION |
| BY: <u>WADE P. RASCOE</u> PRINT NAME | <input type="checkbox"/> OTHER |
| TITLE: <u>EXECUTIVE DIRECTOR</u> ITS DULY AUTHORIZED AGENT | DATE: 4-30-08 |
| TRAVIS COUNTY, TEXAS | DATE: |
| BY: <u>[Signature]</u> CYD V. CRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT | 5/12/08 |
| TRAVIS COUNTY, TEXAS | DATE: |
| BY: <u>SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE</u> | |

ASSIGNMENT OF CONTRACT

The parties to this Agreement are Girls and Boys Town of San Antonio a Licensed Residential Facility (the Assignor,) and Boys Town Texas, Inc. a corporation (the Assignee).

RECITALS:

A. Travis County and Girls and Boys Town of San Antonio, entered into a written Contract for Residential Treatment Services (Contact No. PS000205JW) on June 27, 2000, with option to renew each October 1 for succeeding periods of one (1) year subject to continued funding by Commissioners Court, a copy of which is attached to this assignment and incorporated in it by reference (the "Contract").

B. Assignor desires by this Agreement to assign all of its right, title and interest in and to the Contract to Assignee subject to the terms of the Contract and this Agreement.

TERMS:

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

Assignor assigns to Assignee all of its right, title and interest in Contract Number PS000205JW, attached to this assignment, as of March 20, 2008.

Assignee assumes and is bound by and must perform all terms, conditions, covenants, obligations, and duties of Assignor under the Contract accruing on or after March 20, 2008.

Assignor and Assignee acknowledge that nothing in this Agreement waives or modifies any of the provisions of the Contract.

The provisions of this Agreement are binding on and inure to the benefit of the heirs, representatives, successors and assigns of the parties.

GIRLS AND BOYS TOWN OF SAN ANTONIOBy: WADE P. RASCOEPrinted Name: WADE P. RASCOETitle & Date: Exec. Dir. / 4-30-08

Attest: _____

Date: _____

BOYS TOWN TEXAS, INC.By: WADE P. RASCOEPrinted Name: WADE P. RASCOETitle & Date: Exec. Dir. / 4-30-08

Attest: _____

Date: _____

Travis County consents to this assignment of the Contract from Girls and Boys Town of San Antonio to Boys Town Texas, Inc.

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

TRAVIS COUNTY

AND

BOYS TOWN TEXAS, INC.

FOR

RESIDENTIAL TREATMENT SERVICES

CONTRACT NO. PS000205VR

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STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

**PROFESSIONAL SERVICES AGREEMENT
 FOR RESIDENTIAL TREATMENT SERVICES**

This Agreement is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and Boys Town Texas, Inc. (the "CONTRACTOR").

WHEREAS, COUNTY desires to obtain the services of a qualified facility to conduct residential treatment services for juveniles under the supervision of the Juvenile Probation Department and;

WHEREAS, CONTRACTOR has the professional ability and expertise necessary to provide residential treatment services in addition to the licenses, and certifications required by law for such facilities.

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

**I.
 DEFINITIONS**

In this Agreement,

1.1 "Commissioners Court" means the Travis County Commissioners Court.

1.2 "Purchasing Agent" means the Travis County Purchasing Agent.

1.3 "County Auditor" means the Travis County Auditor.

1.4 "Parties" mean Travis County and Youth and Boys Town Texas, Inc.

1.5 "Is doing business" and "has done business" mean:

1.5.1 Paying or receiving any money or other valuable thing in exchange for personal services or for purchase or use of any property interest, either real or personal, either legal equitable; or

1.5.2 Loaning or receiving a loan of money, services, or goods or otherwise creating or having in existence any legal obligation or debt;

but does not include:

1.5.3 Any payments, receipts, loans or receipts of a loan which are less than \$250.00 per calendar year in the aggregate; or

1.5.4 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.

1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavits attached to this contract and marked as Attachment D.

1.7 "Director" means the Chief Juvenile Probation Officer of Travis County represented herein as administering this Agreement or his/her designated representative.

1.8 "Client" means a juvenile under the supervision of the Juvenile Probation Department who is referred to CONTRACTOR for services.

II. TERM

2.1 **Initial Term.** The Initial Term of this Contract shall commence upon its execution by all parties, and shall continue until September 30, 2008, unless earlier terminated as provided herein.

2.2 **Renewal Term(s).** Subject to continued funding by the Commissioners Court, this Contract shall automatically renew each October 1 for succeeding terms of one year unless either party provides written notice to the other party at least thirty (30) days prior to the automatic renewal date that the party intends to terminate the Contract.

2.3 **Termination.** Either party may terminate this Contract at any time by giving the other party written notice of such termination at least twenty (20) days before the effective date of the termination.

III. RESPONSIBILITIES AND OBLIGATIONS OF CONTRACTOR

3.1 **Scope of Services.** CONTRACTOR shall perform, in a timely manner, the services and activities described in the Scope of Services set forth as Attachment A to this Agreement, which is expressly incorporated herein and made a part hereof.

3.2 **Ethical Standards.** CONTRACTOR shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and best professional judgment.

3.3 **Subcontracting.** Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of the duties that she has accepted as part of this Agreement.

3.4 **Civil Rights/ADA Compliance.** CONTRACTOR shall provide all services and activities pursuant to this Agreement in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933].

3.5 **Federal Funds.** CONTRACTOR warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.6 Compliance with Laws, Regulations and Standards.

3.6.1 CONTRACTOR shall comply with all federal, state, county, and city laws, rules, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract.

3.6.2 CONTRACTOR shall not discriminate against any employee or applicant for employment based on race, color, religion, sex (gender), national origin, age or handicapped condition.

3.6.3 CONTRACTOR must be licensed for residential child care by the appropriate licensing agency of the State of Texas, and shall comply with minimum standards for licensure at all times.

3.6.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile Probation Commission.

3.6.5 CONTRACTOR shall ensure that suspected or alleged cases of child abuse or neglect are immediately reported to the DIRECTOR and to the appropriate authorities as required by law and in conformity with the procedures detailed in Chapter 261 of the Texas Family Code. CONTRACTOR shall ensure that its employees are properly trained in the reporting requirements and procedures of Chapter 261 of the Texas Family Code.

3.7 Acknowledgements and Assurances.

3.7.1 CONTRACTOR acknowledges and agrees that COUNTY is under no obligation to place any child or children with CONTRACTOR and this Contract shall not be so construed.

3.7.2 CONTRACTOR acknowledges and agrees that the COUNTY may, at its discretion, remove any child placed pursuant to this Contract, at any time. The COUNTY will notify CONTRACTOR in a timely manner prior to the removal of a child except in instances where, in the COUNTY'S judgment, such notification may result in risk to the child's health, safety or welfare.

3.7.3 The parties acknowledge and agree that the CONTRACTOR is under no obligation to accept a child who is deemed by CONTRACTOR to be inappropriate for placement with CONTRACTOR.

3.7.4 Under Section 231.006, Texas Family Code, CONTRACTOR certifies that CONTRACTOR is not ineligible to receive state funds under this contract and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

IV. COMPENSATION, BILLING, AND PAYMENT

4.1 **Fees.** For and in consideration of the satisfactory performance of the services described in Attachment A, Scope of Services, by CONTRACTOR pursuant to the terms of this Agreement, COUNTY shall pay CONTRACTOR in accordance with the Fee Schedule which is attached hereto as Attachment B and made a part hereof.

- 4.2 **Satisfactory Completion of Services.** COUNTY shall not be responsible for the costs of any services under this Agreement that are not performed to COUNTY'S satisfaction and given COUNTY'S approval, which shall not be unreasonably withheld. COUNTY'S obligation to make any payment to CONTRACTOR is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in CONTRACTOR'S profession.
- 4.3 **Timely Payment.** The COUNTY shall pay CONTRACTOR within thirty (30) days after the receipt of a complete and correct invoice by the COUNTY Juvenile Probation Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code
- 4.4 **Overpayment.** CONTRACTOR shall refund to COUNTY any money which has been paid to CONTRACTOR by COUNTY, which COUNTY determines has resulted in overpayment to CONTRACTOR. Such refund shall be made by CONTRACTOR to COUNTY within thirty (30) days after the refund is requested by COUNTY. If COUNTY enters into any subsequent Agreement with CONTRACTOR and CONTRACTOR fails to refund any money owed to COUNTY within thirty (30) days of request, COUNTY may offset the difference against the next advance or payment payable to CONTRACTOR
- 4.5 **Taxpayer Identification.** CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Agreement funds are payable.
- 4.6 **Delinquent Property Taxes.** Notwithstanding anything to the contrary herein, if the CONTRACTOR is delinquent in the payment of property taxes at the time of invoicing, the CONTRACTOR hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.
- 4.7 **Disbursements to Persons with Outstanding Debts to Other Governmental Bodies.** If notice of indebtedness has been filed with the County Auditor evidencing the indebtedness of a person to the state, the county, or a salary fund, a warrant may not be drawn on a County fund in favor of a person, or an agent or assignees of a person, until the person owing the debt is notified that the debt is outstanding and the debt is paid.
- 4.8 **Period of Services.** COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the term of this Agreement.
- 4.9 **Exemption from County Purchasing Act.** Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.
- 4.10 **Funding Out.** Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of COUNTY, COUNTY may terminate this Contract after giving CONTRACTOR 20 days written notice that this Contract is terminated due to the failure to fund it.
- 4.11 **Invoicing.** Payment is to be made monthly; CONTRACTOR shall submit an invoice no later than ten (10) days from the last day of the month for which payment is being requested. The invoice shall include such information as may be required by COUNTY, including at a minimum the following information with regard to each child for whom payment is requested:

- 4.11.1 the name of the child;
- 4.11.2 the dates (in chronological order) upon which services were provided;
- 4.11.3 the total number of days for which payment is being requested;
- 4.11.4 the daily rate applicable to the services provided;
- 4.11.5 the total amount being requested.

Original invoices shall be sent to: Financial Services - 2515 South Congress Av. - Austin, Texas 78704

V. RECORDS, CONFIDENTIALITY AND ACCESS

5.1 Monitoring. COUNTY reserves the right to perform periodic on-site monitoring of CONTRACTOR's compliance with the terms of this contract, and of the adequacy and timeliness of CONTRACTOR's performance under this contract. After each monitoring visit, COUNTY shall provide CONTRACTOR with a written report of the monitor's findings. If the report notes deficiencies in CONTRACTOR's performance under the terms of this contract, it shall include requirements and deadlines for the correction of those deficiencies by CONTRACTOR. CONTRACTOR shall take action specified in the monitoring report prior to the deadlines specified.

5.2 Confidentiality. CONTRACTOR shall establish a method to ensure the confidentiality of records and other information relating to the child according to applicable federal and state law, rules and regulations, and applicable professional ethical standards. This provision shall not limit COUNTY's right of access to the child's case records or other information relating to children served under this Contract.

5.3 Program Evaluation. CONTRACTOR shall permit COUNTY to examine and evaluate its program of services provided under the terms of this Contract and to review records of any child placed by COUNTY. This examination and evaluation of the program shall include unscheduled site visitations, observation of programs in operation, interviews, and administration of questionnaires to the staff of the CONTRACTOR and the child. Consistent with Chapter 611 of the Texas Health and Safety Code, COUNTY may interview and examine the records of any psychologist(s) working with children placed by COUNTY with CONTRACTOR, and consulting with or working for CONTRACTOR.

5.4 Forms. CONTRACTOR shall provide to COUNTY such descriptive information of the program and children placed by COUNTY as requested on forms provided by COUNTY.

5.5 Access to Records. CONTRACTOR agrees to maintain and make available for inspection, audit or reproduction by an authorized representative of either COUNTY or the State of Texas, books, documents and other evidence pertaining to the service provision, cost and expenses of this Contract, hereinafter called the "Records". As used in the preceding sentence, the term "Records" includes financial records, child care records, special treatment records, and any and all other books, documents and evidence connected with the provision of child placement, child care and special treatment services.

5.6 Records Maintenance. CONTRACTOR agrees to maintain these Records for three (3) years after final payment or until the State-approved audit has been made and all questions therefrom are resolved.

5.7 **Evaluation from other sources.** Contractor must notify County within 48 hours of receipt of any evaluation or monitoring report that requires corrective action or results in a loss of funding for Contractor. CONTRACTOR shall provide COUNTY with copies of all evaluation and monitoring reports concerning RESIDENTIAL Treatment services provided at Youth and Family alliance d/b/b LifeWorks, that are received from other funding sources, and which CONTRACTOR is authorized by such funding sources to provide, during the agreement period within twenty (20) working days after receipt of the report and after Contractor receives authorization to release the report, whichever is later.

VI

MODIFICATIONS/AMENDMENTS & DISPUTES

6.1 **Amendments/Modifications.** Unless specifically provided otherwise in this contract, any change to the terms of this contract or any attachments to it shall be made in writing and signed by both parties.

6.1.1 It is acknowledged by Contractor that no officer, agent, employee or representative of County has any authority to change the terms of this contract or any attachments to it unless expressly granted that authority by the Commissioners Court.

6.1.2 Contractor shall submit all requests for alterations, additions or deletions of the terms of this contract or any attachment to it to the Travis County Purchasing Agent with a copy to the Director.

6.1.3 If the requested change falls outside of the authority granted to the **Purchasing agent**, than upon approval of the **DIRECTOR** your request will be presented to the **Commissioners Court** for Consideration.

6.2 **Disputes and Appeals.** The Purchasing Agent acts as the County representative in the issuance and administration of this contract. Any document, notice, or correspondence not issued by or to the Purchasing Agent is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

6.2.1 **Dispute Resolution.** When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or person appointed by a court of competent jurisdiction for mediation as described in the Tex. Civ. Prac. And Rem. Code, 154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in Tex. Civ. Prac. And Rem Code 154.073, unless both parties agree, in writing, to waive the confidentiality.

VII. OTHER PROVISIONS

7.1 Fee Assessment. Children placed by COUNTY or their families shall not be assessed fees for services by the CONTRACTOR unless arrangements are specified by the Court. This does not preclude reasonable attempts to seek voluntary contribution from families of COUNTY-placed children for donations of clothing, personal articles, and funds to assist in supporting a youth's rehabilitation.

7.2 Independent Contractor. In the performance of all services under this Contract, CONTRACTOR is at all times acting as an independent contractor engaged in the delivery of residential care services. Neither CONTRACTOR nor CONTRACTOR'S personnel shall be considered employees, agents, partners, joint venturers, ostensible or apparent agents, servants, or borrowed servants of COUNTY.

7.3 Officials not to benefit. No officer, member or employee of COUNTY and no member of its governing body, and no other public officials of the governing body of the locality or localities in which the facility is situated or services are being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of services under this contract, shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

7.4 County Purchasing Act. Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Travis County Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

7.5 Entire Agreement.

7.5.1 Entire Agreement. All written or oral agreements between the parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

7.5.2 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by CONTRACTOR in accordance with all the provisions of this Agreement.

7.5.2.1 Attachment A – Scope of Services

7.5.2.2 Attachment B – Fee Schedule

7.5.2.3 Attachment C – Insurance Requirements

7.5.2.4 Attachment D – Ethics Affidavit including:

Exhibit 1 - List of Key Contracting Persons

Exhibit 2 – Disclosure

7.5.2.5 Attachment E – Conflict of Interest Questionnaire

7.5.2.6 Attachment F- Service Levels Descriptions – State Requirements

7.6 Assignment. Neither this agreement nor any duties or obligations hereunder shall be assignable by CONTRACTOR without the prior written consent of COUNTY. In the event of an assignment by CONTRACTOR to which COUNTY has consented, the assignee or his legal representatives shall agree in writing with COUNTY to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

7.7 Applicable Law. The parties expressly acknowledge and agree that COUNTY and CONTRACTOR shall comply with the Constitution of the United States and the State of Texas and all federal, state, county, and city laws, rules, orders, ordinances and regulations applicable to performance of this Agreement. Nothing herein shall alter the duty of the parties to comply with applicable requirements of law.

7.7.1 Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

7.7.2 Law and Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be in the City of Austin, Travis County.

7.7.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

7.8 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY in relation to the performance of this Agreement, CONTRACTOR shall give written notice to COUNTY of the claim or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided herein. Except as otherwise directed, CONTRACTOR shall furnish to COUNTY copies of all pertinent papers received by CONTRACTOR with respect to these claims or actions.

7.9 Suspension. If CONTRACTOR fails to comply with any provision herein, COUNTY may, upon written notification to CONTRACTOR, suspend this Agreement in whole or in part and withhold further payments to CONTRACTOR, until CONTRACTOR is in compliance with the terms of this Agreement or Agreement is terminated as provided herein.

7.10 Notice.

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

7.10.2 County Address. The address of County for all purposes under this Agreement shall be:

Cyd Grimes, C.P.M. (or her successor)
Travis County Purchasing Agent
P. O. Box 1748
Austin, Texas 78767

With copies to (registered or certified mail with return receipt is not required):

and:

Chief Juvenile Probation Officer Estela P. Medina (or his successor)
Travis County Juvenile Probation Department
P. O. Box 1748
Austin, Texas 78767

7.10.3 Contractor Address. The address of CONTRACTOR for all purposes under this Agreement and for all notices hereunder shall be:

Boys Town Texas, Inc.
503 Urban Loop
San Antonio, Texas 78204

7.10.4 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 7.10. Any change in the address shall be reported within fifteen (15) days of the change.

7.11 **Headings**. The headings of the several sections, subsections and paragraphs set forth in this Contract are inserted for convenience or reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

7.12 **Non-Waiver of Default**

7.12.1 No payment, act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of CONTRACTOR which then exists or may subsequently exist.

7.12.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

7.12.3 No payment, act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of CONTRACTOR which then exists or may subsequently exist.

7.13 **Contract/agreement**. As used in this document, the terms "Contract" and "Agreement" are synonymous.

7.14 **Forfeiture of contract**. If the CONTRACTOR has done business with a key person as listed in "Exhibit 1" to the affidavit attached as "Attachment D", during the 365 day period immediately prior to the date of execution of this Contract by the CONTRACTOR or does business with any such key person at any time after the date of execution of this Contract by the CONTRACTOR and prior to full performance of this Contract, the CONTRACTOR shall forfeit all benefits of this Contract and the COUNTY shall retain all performance by the CONTRACTOR and recover all consideration, or value of all consideration, paid to the CONTRACTOR pursuant to this Contract provided, however, that this section may be waived by the Travis County Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

7.15 Indemnity, hold harmless, and claims.

7.15.1 CONTRACTOR shall indemnify, save and hold harmless COUNTY, its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the acts or omissions of CONTRACTOR, its agents, servants, employees, consultants, or invitees, in the execution or performance of this Contract..

7.15.2 In the event that any claim, demand, suit or other action is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY, CONTRACTOR shall give written notice to COUNTY of any such claim, demand, suit or other action within three (3) working days after being notified of such claim, demand, suit or other action or the threat thereof; the name and addresses of the person, firm, corporation or other entity making or threatening to make such claim, or that instituted or threatened to institute any type of action or proceeding; the basis of such claim, action or proceeding, and the court, if any, where such claim, action or proceeding was instituted, and the name or names of any persons against whom such claim is being made or threatened. Such written notice shall be given as is shown in Section 7.10 (NOTICES) hereof.

7.16 **Insurance.** Contractor shall have, Standard Insurance sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor, Supplemental Insurance Requirements or alternate insurance options as set forth in Attachment C "Insurance Requirements," may be imposed.

7.17 Accounting, Reporting, Auditing Requirements.

7.17.1 **State funds.** County shall notify Contractor when state funds are used to pay for services.

7.17.2 **Accounting.** Contractor agrees to utilize generally accepted accounting principles and to account separately and individually for the receipt and expenditure of all funds received from County under this Contract. If Contractor is paid from state funds, Contractor agrees to account separately and individually for the receipt and expenditure of state funds received from County under this Contract.

7.17.3 **Financial Reporting.** Upon request, Contractor shall provide County copies of profit and loss statements, annual financial statements, audit reports, and other financial records and reports that may be requested by County. County shall have the right to conduct on-site review of Contractor's financial records and source documents.

7.17.4 **Auditing.** Contractor agrees to provide County an independent financial audit of all state funds received under this Contract at least once a year. The audit shall be prepared in accordance with Generally Accepted Auditing Standards and any other audit requirements of County or TJPC.

7.17.5 **Monitoring.** County shall have the right to conduct periodic financial and programmatic monitoring of Contractor. Contractor agrees to cooperate fully with County's monitoring activities.

7.18 CONFLICT OF INTEREST.

7.18.1 Personal and Financial Interests Prohibited. Contractor shall ensure that no person who is an employee, agent, consultant, officer, or elected or appointed official of Contractor who exercises or has exercised any functions or responsibilities with respect to activities performed pursuant to this Contract or who is in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect to it, or the proceeds under it, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

7.18.2 The Contractor shall complete the Conflict of Interest Questionnaire attached to this Contract as Attachment E. Within seven (7) days of executing this Contract, the Contractor shall file the Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, 78751. The Contractor shall update this Questionnaire, as required by Chapter 176 of the Local Government Code, by September 1, 2008, and each year thereafter for the duration of this Contract. In addition, if any statement on this submitted Questionnaire becomes incomplete or inaccurate, the Contractor shall submit an updated Questionnaire. The Contractor should note that the law requires the County to provide access to this Questionnaire on the official Travis County Internet website.

7.19 DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both parties; as of the later date set forth below.

BOYS TOWN TEXAS, INC.

BY: _____

Printed Name: WADE P. RASCOETitle: EXECUTIVE DIRECTOR
Authorized RepresentativeDate: 4-30-08

Approved as to Form By: _____

Jim Connolly
Assistant County Attorney

Funds Verified By: _____

(SEE FUNDS VERIFICATION FORM)

County Auditor

Approved by Purchasing: _____

Cyd V. Grimes 5/12/08
Cyd Grimes, C.P.M., Purchasing Agent**TRAVIS COUNTY:**

BY: _____

Samuel T. Biscoe
Travis County Judge

Date: _____

Attachment A
Scope of Services

1. **Placement Objective.** The objective of placement with the CONTRACTOR is to protect the well-being of the child, to enhance the child's functional abilities in a residential care setting, and to achieve the goals of the child's Individual Service Plan through the provision of the following services, as appropriate:
 - 1.1 Basic child care which ensures the health and safety of the child;
 - 1.2 Appropriate educational, recreational and vocational activities;
 - 1.3 Behavior management, diagnostic services, and medically necessary health care services.
2. **Services to be Provided.** CONTRACTOR shall provide the following services to each child placed by the COUNTY to the extent that such services are permitted within CONTRACTOR'S license, as certified by the Travis County Juvenile Probation Department, and consistent with the child's Individualized Service Plan:
 - 2.1 Basic residential child care services, including food and snacks, room (rent, utilities, maintenance, telephone, and miscellaneous), clothing, personal hygiene items, haircuts, local transportation, school supplies.
 - 2.2 Educational and vocational activities.
 - 2.3 Recreational activities.
 - 2.4 Special treatment services, including behavior management, diagnostic services, psychological counseling, and psychiatric consultation.
 - 2.5 Medically necessary health care services.
 - 2.6 Other services described in this contract or described in CONTRACTOR'S licensing study.
3. CONTRACTOR shall provide all services in a manner which safeguards the health, welfare, and safety of the children to the maximum extent possible, and in the least restrictive setting possible.
4. Residential care shall be provided by professional staff that possesses the required qualifications for performing designated job functions. CONTRACTOR shall verify and disclose, or cause its employees and volunteers to verify and disclose, criminal history and any current criminal indictment for an offense against the person, an offense against the family, an offense involving public indecency under the Texas Penal Code as amended, or an offense under the Texas Controlled Substances Act, Chapter 481 of the Texas Health and Safety Code or comparable provisions in another state. This verification and disclosure shall be required for all staff having direct contact with COUNTY-placed children.

5. Individual Service Plan.

5.1 Each child placed with the CONTRACTOR shall have a written Individualized Service Plan (ISP) developed in concert with the child and mutually agreed upon by the appropriate CONTRACTOR staff, any psychologist working with the child, and any psychiatrist working with the child and consulting with or working for the CONTRACTOR, and appropriate COUNTY personnel within thirty (30) days of placement. A tentative ISP will be developed in concert with the above indicated persons prior to a child's admission.

5.2 The ISP shall be reviewed jointly by the appropriate CONTRACTOR staff, the child, any psychologist working with the child, any psychiatrist working with the child and consulting with or working for the CONTRACTOR and the appropriate COUNTY personnel at intervals specified by DFPS licensing standards, to assess the child's progress with modification of the ISP being made when indicated. Either the CONTRACTOR or COUNTY personnel may request a review, in writing, at any time.

5.3 The ISP shall contain the reasons why the placement will benefit the child; shall specify behavioral goals and objectives being sought for each child; shall state how the goals and objectives are to be achieved during the child's placement with the CONTRACTOR; and shall state how the parent(s), guardian(s), and where possible, grandparent(s) or other extended family members will be involved in the Individual Service Plan to assist in preventing or controlling the child's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Texas Family Code.

5.4 Copies of the original ISP and the periodic reviews are to be maintained by the CONTRACTOR and forwarded to the DIRECTOR .

5.5 The CONTRACTOR shall provide the DIRECTOR with a written report of the child's progress toward or achievement of goals/objectives contained in the ISP on a monthly basis. If mutually agreed to by CONTRACTOR and DIRECTOR, the frequency of progress reports may be based upon the current review period intervals appropriate for that specific child's level of care.

6. CONTRACTOR shall not release a child to any person or agency other than the DIRECTOR without the express consent of the DIRECTOR.

7 The DIRECTOR must approve a child's participation in any furloughs, home visits, or extended agency trips. Unless otherwise stipulated by the DIRECTOR, the child may visit freely with parents and relatives at the CONTRACTOR's facility in accordance with established CONTRACTOR policies.

8 CONTRACTOR must obtain prior written approval from the DIRECTOR before moving a child from one facility or foster home to another facility or foster home and document the approval in the child's record prior to the move. Written approval of the move shall be requested in a timely manner to allow for review by the DIRECTOR. When oral approval has been received from the DIRECTOR and documented in the child's file, failure to receive written approval of the move from the DIRECTOR shall not be construed as failure to receive approval. In the event of an emergency, and if prior approval cannot be obtained, the DIRECTOR shall be notified of the move within twenty-four (24) hours or by the next working day.

9 CONTRACTOR must provide at least ten (10) calendar days notice before discharging a child except when the child is a danger to self or others.

10 CONTRACTOR shall immediately notify the DIRECTOR when it is determined that a child placed with the CONTRACTOR by COUNTY is a danger to self or others and requires placement in another setting.

11 CONTRACTOR shall immediately notify the DIRECTOR when a child placed by COUNTY requires hospitalization.

12 CONTRACTOR shall notify the DIRECTOR immediately of any serious incident, illness, or unauthorized departure involving children placed by COUNTY. This notification is in addition to any other notifications required by CONTRACTOR's specific license to operate.

13 CONTRACTOR shall not use mechanical restraints on a child placed by COUNTY without prior written authorization from a physician except in life-threatening situations. Restraint shall be used only when necessary. The method of restraint used shall be in accordance with applicable licensing standards. The prior authorization or life-threatening situation must be documented in writing.

14 CONTRACTOR shall complete and submit Medicaid application upon initial date of placement to ensure the child's eligibility for Medicaid. CONTRACTOR is responsible for filing Medicaid paperwork within applicable deadlines. The COUNTY will not subsidize Medicaid payments or be responsible for medical expenses for a child who is Medicaid Eligible.

15. **PERFORMANCE MEASURES**

15.1 **Output Measures.** Contract output shall be measured by CONTRACTOR'S satisfactory delivery of the promised services in accordance with the terms and conditions of the Contract, including, but not limited to, the following:

15.1.1 Provision of quality residential child care which ensures the health and safety of the child;

15.1.2 Provision of appropriate educational, recreational, and vocational activities;

15.1.3 Provision of behavior management, diagnostic services, and medically necessary health care services;

15.1.4 Maintenance of an Individual Service Plan for each child;

15.1.5 Preparation and delivery of a written progress report on each child's progress toward or achievement of goals/objectives contained in the ISP on a monthly basis;

15.1.6 Creation, preservation and maintenance of Records as required by the Contract;

15.1.7 Compliance with all applicable state, federal and local laws, rules, regulations, licensing requirements, and Level of Care standards;

15.1.8 Compliance with all terms and conditions of this Contract.

15.2 Outcome Measures. The outcome of CONTRACTOR'S service delivery shall be measured by the percentage of children under its care that are considered to have made progress toward their goals.

15.2.1 Goals. The Individual Service Plan for each child shall contain specific behavioral goals that are appropriate to the child and the services to be provided under the applicable level of care. The following nine domains should be used in setting the behavioral goals. A child is not required to have a goal in each domain; however, a child may have one or more different goals within the same domain.

15.2.1.1 Medical Domain. The medical domain is related to a child's physical health. It includes, but is not limited to, medication management, medication monitoring, and management of acute and chronic medical conditions.

15.2.1.2 Safety and Security Domain. The safety and security domain is characterized by the absence of harm to self and others and safety to self, others, and community. This domain includes, but is not limited to, self-harm, aggression, and destructive acts.

6.2.1.3 Recreational Domain. The recreational domain involves the child's ability to choose and participate in age-appropriate play and activities. This domain includes, but is not limited to, hobbies and sports.

15.2.1.4 Education Domain. The educational domain is related to a child's performance, progress, and conduct in the most appropriate and least restrictive academic or vocational setting.

15.2.1.5 Mental/Behavioral Health Domain. The mental/behavioral health domain refers to the behavioral and emotional functioning of the child, as well as any psychiatric symptomatology that may be present.

15.2.1.6 Relationship Domain. The relationship domain is characterized by, but is not limited to, a child's ability to trust, to form positive relationships, to function well as part of a family unit, as well as by the development and maintenance of age-appropriate social relationships.

15.2.1.7 Socialization Domain. The socialization domain is characterized by, but is not limited to, age-appropriate social behavior, problem solving, and social skills in various social settings.

15.2.1.8 Permanence Domain. The permanence domain is characterized by a child moving out of a substitute care system and remaining in the least restrictive environment in the community.

15.2.1.9 Parent and Child Participation Domain. The parent and child participation domain involves, but is not limited to, both the parent's and child's general satisfaction with services, their relationship with service providers, their participation in the Individualized Service Plan, and improvement in the relationship between the child and parents.

15.2.2 Measurement of Progress Toward Goals.

15.2.2.1 The six-point scale below shall be used to measure the child's progress towards the achievement of each goal contained in the Individual Service Plan.

- +3 Goal achieved and maintained,
- +2 Substantial improvement in behavior identified in the goal,
- +1 Some improvement in behavior identified in the goal,
- 0 No decline or improvement in behavior identified in the goal,
- 1 Some worsening in behavior identified in the goal; and
- 2 Substantial worsening in behavior identified in the goal.

15.2.2.2 The child's progress will be assessed on each identified goal within the nine specified domains. If the child has shown improvement in 50% or more of the identified goal(s) as measured by a positive rating (+1, +2, or +3) during the monitoring period, the child will be considered to be progressing toward the goal(s).

15.3 Sanctions. If CONTRACTOR fails to achieve the defined goals, outcomes, strategies and outputs set by COUNTY or if CONTRACTOR fails to comply with the terms and conditions of this Contract, COUNTY may, at its discretion, take any one or more of the following actions:

15.3.1 cease placement of children;

15.3.2 remove children previously placed by COUNTY;

15.3.3 require CONTRACTOR to take specific corrective actions in order to comply with terms and conditions of the Contract;

15.3.4 suspend the contract in whole or in part until such time as CONTRACTOR is in compliance with all of the terms and conditions of the Contract;

15.3.5 terminate the contract;

15.3.6 exercise any other rights or remedies which may be available to COUNTY, at law or in equity. Who is Medicaid eligible.

**ATTACHMENT B
FEE SCHEDULE**

1.0 For and in consideration of the satisfactory performance of the services described in Attachment A - Scope of Services and Contractor's compliance with the terms and conditions of this Contract, County shall pay Contractor a daily reimbursement for each child placed by County and receiving services from Contractor in accordance with this Contract. The amount of daily reimbursement shall be based upon the TJPC (Texas Juvenile Probation Commission) and the Texas Department of Families and Protective Services (TDFPS) Level of Care provided. The amount of daily reimbursement shall be in accordance with TJPC-approved Title IV-E Foster Care Payment Rates in effect at the time the services are provided.

**RESIDENTIAL TREATMENT SERVICES
FY08-09 Approved Rates**

| No. | Description | Item Number (HTE) | Current State Rate Cost p/day |
|-----|---|----------------------|----------------------------------|
| 1 | Emergency Shelter | 95202500026 | \$106.22 |
| 2 | (Emergency Shelter) Runaway/Diversion Svcs | 95202500027 | \$91.00 |
| 3 | FC-CPA – LOC BASIC (Basic CPA) | 95202500044 | \$38.59 |
| 4 | FC-CPA-LOC MODERATE (Moderate CPA) | 95202500046 | \$70.22 |
| 5 | FC-FACILITY-LOC MODERATE (Moderate Facility) | 95202500047 | \$87.99 |
| 6 | FC-CPA-LOC SPECIALIZED (Specialized CPA) | 95202500048 | \$93.54 |
| 7 | FC-FACILITY-LOC SPECIALIZED (Specialized Facility) | 95202500049 | \$126.49 |
| 8 | FC-FACILITY – LOC INTENSE (Intense Facility) | 95202500050 | \$222.19 |

***State rates are subject to change on an annual basis, Travis County reserves the right to update the rates annually according to the state mandate.**

2. In addition to daily reimbursement as set out in this Fee Schedule, Attachment B, COUNTY shall reimburse CONTRACTOR for expenditures made for medical care and dental care for children placed by COUNTY if: (1) the medical care or dental care is not covered by Medicaid or other funding source, and (2) the expenditures are approved by COUNTY prior to the expenditures being made. Provided, however, that if prior approval is not possible or is impractical due to the immediate, urgent, or emergency nature of the need for medical or dental care, CONTRACTOR shall notify COUNTY of such expenditure(s) by the next working day.
3. Recognizing that a part of a child's rehabilitation program may include time away from the residential setting of CONTRACTOR such as weekends, holidays, etc., and that CONTRACTOR must retain space for this child until his/her return, COUNTY will pay CONTRACTOR the applicable daily reimbursement rate contained in the Rate Schedule for such regularly scheduled days away from CONTRACTOR or its program providing they do not exceed ten (10) days at any one time.
4. If a child makes an unauthorized departure from CONTRACTOR'S facility, CONTRACTOR shall notify the DIRECTOR immediately. If the child returns to CONTRACTOR within ten (10) days or prior to the last billing day of the month, whichever shall occur first, and CONTRACTOR again accommodates the child upon his/her return in accordance with the terms and conditions of this Contract, then CONTRACTOR shall receive payment for those days the child was absent from CONTRACTOR'S facility, but not to exceed ten (10) days' payment. CONTRACTOR is under no obligation to retain space for the child in unauthorized departure situations.
5. In no event shall Sections 2 and 4 be construed to allow the CONTRACTOR to impose double billing on the COUNTY or to require the COUNTY, for any given day, to pay twice for the same space at CONTRACTOR'S facility.

ATTACHMENT C
INSURANCE REQUIREMENTS

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

I. General Requirements Applicable to All Contractors' Insurance.

The following requirements apply to the Contractor and to Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.

B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.

C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.

D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.

E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.

F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.

G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.

H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.

I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

J. Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

II. Specific Requirements

The following requirements (II.A - II.E, inclusive) apply to the Contractor and Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are:
 - \$500,000 bodily injury each accident
 - \$500,000 bodily injury by disease
 - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County and City of Austin:
 - a. Waiver of Subrogation (Form 420304)
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limit:
 - \$500,000* per occurrence for coverage A and B with a
 - \$1,000,000 policy aggregate
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket contractual liability for this Contract
 - b. Independent Contractor Coverage
3. The Policy shall also include the following endorsements in favor of Travis County
4.
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. Travis County named as additional insured (Form CG 2010)

* **Supplement Insurance Requirement** If child care, or housing arrangements for clients is provided, the required limits shall be:

- \$ 1,000,000 per occurrence with a
- \$ 2,000,000 policy aggregate

C. Business Automobile Liability Insurance[†]

1. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$300,000* per occurrence

2. Policy shall also include the following endorsements in favor of Travis County

- a. Waiver of Subrogation (Form TE 2046A)
- b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
- c. Travis County named as additional insured (Form TE 9901B)

† Alternative Insurance Requirement

If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of

\$ 100,000/\$300,000/\$50,000

may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

1. Coverage shall be provided with a minimum limit of \$1,000,000 per claim /\$3,000,000 aggregate to cover injury to a child while the child is in the care of Contractor or Subcontractor and to cover negligent acts, sexual harassment, errors, or omissions arising out of Professional Services under this Contract.

2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date this Contract is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting dates.

3. Subcontractor(s) who are not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

3.1 Minimum Limit: \$ 1,000,000 per Occurrence/ \$3,000,000 aggregate

E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than \$5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.

2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

ATTACHMENT D
ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 4-30-08
Name of Affiant: WADE P. RASCOE
Title of Affiant: EXECUTIVE DIRECTOR
Business Name of Proponent: BOYS TOWN TEXAS
County of Proponent: BEXAR COUNTY

Affiant on oath swears that the following statements are true:

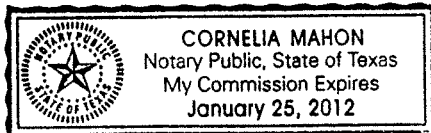
1. Affiant is authorized by Proponent to make this affidavit for Proponent.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Proponent has received the list of key contracting persons associated with this solicitation which is attached to this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

W. Rascoe
Signature of Affiant

503 Urban Loop, San Antonio, TX
Address 78204

SUBSCRIBED AND SWORN TO before me by Wade Rascoe on April 30, 2008

Cornelia Mahon



Notary Public, State of TX

Typed or printed name of notary

My commission expires: Jan 25, 2012

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
April 15, 2008

CURRENT

| Position Held | Name of Individual Holding Office/Position | Name of Business Individual is Associated |
|---|---|--|
| County Judge..... | Samuel T. Biscoe | |
| County Judge (Spouse)..... | Donalyn Thompson-Biscoe | MHMR |
| Executive Assistant | Cheryl Brown | |
| Executive Assistant | Vacant | |
| Executive Assistant | Melissa Velasquez | |
| Commissioner, Precinct 1 | Ron Davis | |
| Commissioner, Precinct 1 (Spouse) | Annie Davis | Seton Hospital |
| Executive Assistant | Chris Fanuel | |
| Executive Assistant | Felicitas Chavez | |
| Commissioner, Precinct 2 | Sarah Eckhardt | |
| Commissioner, Precinct 2 (Spouse)..... | Kurt Sauer | Daffer McDonald, LLP |
| Executive Assistant | Loretta Farb | |
| Executive Assistant | Sandra Ramos | |
| Executive Assistant | Peter Einhorn | |
| Commissioner, Precinct 3 | Gerald Daugherty | |
| Commissioner, Precinct 3 (Spouse) | Charlyn Daugherty | Commemorative Brands, Inc. |
| Executive Assistant | Robert Moore | |
| Executive Assistant | Martin Zamzow | |
| Commissioner, Precinct 4 | Margaret Gomez | |
| Executive Assistant | Edith Moreida | |
| Executive Assistant | Norma Guerra | |
| County Treasurer..... | Dolores Ortega-Carter | |
| County Auditor | Susan Spataro | |
| Executive Manager, Administrative..... | Alicia Perez | |
| Executive Manager, Budget & Planning | Christian Smith | |
| Exec Manager, Emergency Services | Danny Hobby | |
| Exec. Manager, Health/Human Services..... | Sherri E. Fleming | |
| Executive Manager, TNR | Joseph Gieselman | |
| Executive Manager, Criminal Justice Planning..... | Roger Jeffries* | |
| Travis County Attorney | David Escamilla | |
| First Assistant County Attorney | Randy Leavitt | |
| Executive Assistant, Civil Division..... | Jim Collins | |
| Director, Transactions Division | John Hille | |
| Attorney, Transactions Division..... | Tamara Armstrong | |
| Attorney, Transactions Division..... | Daniel Bradford* | |
| Attorney, Transactions Division..... | Mary Etta Gerhardt | |
| Attorney, Transactions Division..... | Barbara Wilson | |
| Attorney, Transactions Division..... | Jim Connolly | |
| Attorney, Transactions Division..... | Tenley Aldredge | |
| Attorney, Transactions Division..... | Julie Joe | |
| Attorney, Transactions Division..... | Christopher Gilmore* | |
| Attorney, Transactions Division..... | Stacy Wilson | |
| Attorney, Transactions Division..... | Sarah Churchill* | |
| Purchasing Agent | Cyd Grimes, C.P.M. | |
| Assistant Purchasing Agent | Marvin Brice, CPPB | |
| Assistant Purchasing Agent..... | Bonnie Floyd, CPPO, CPPB, CTPM | |
| Purchasing Agent Assistant IV..... | Diana Gonzalez | |
| Purchasing Agent Assistant IV..... | Lee Perry | |
| Purchasing Agent Assistant IV..... | Jason Walker | |
| Purchasing Agent Assistant IV..... | Richard Villareal | |
| Purchasing Agent Assistant IV..... | Oralia Jones, CPPB | |

CURRENT - continued

| <u>Position Held</u> | <u>Name of Individual Holding Office/Position</u> | <u>Name of Business Individual is Associate</u> |
|---------------------------------------|---|---|
| Purchasing Agent Assistant IV..... | Lori Clyde, CPPB | |
| Purchasing Agent Assistant IV..... | Vacant | |
| Purchasing Agent Assistant IV..... | Jorge Talavera, CPPB | |
| Purchasing Agent Assistant III..... | Vania Ramaekers | |
| Purchasing Agent Assistant III..... | Michael Long, CPPB | |
| Purchasing Agent Assistant III..... | Rebecca Gardner | |
| Purchasing Agent Assistant III..... | Rosalinda Garcia | |
| Purchasing Agent Assistant III..... | Loren Breland | |
| Purchasing Agent Assistant II..... | Donald E. Rollack | |
| Purchasing Agent Assistant II..... | Nancy Barchus, CPPB | |
| HUB Coordinator..... | Sylvia Lopez | |
| HUB Specialist..... | Betty Chapa | |
| HUB Specialist..... | Jerome Guerrero | |
| Purchasing Business Analyst..... | Scott Worthington | |
| Chief Juvenile Probation officer..... | Estela P. Medina | |
| Deputy Chief Juvenile Court..... | Barbara Swift | |
| JP - Financial Manager..... | Sylvia Mendoza | |
| JP - Financial Analyst Senior..... | Michael Williams | |
| JP - Division Director..... | Gail Penny-Chapmond | |
| JP- Accountant Lead..... | Gwen Carroll | |
| JP-COPE Program Coordinator..... | Linda Duke | |

FORMER EMPLOYEES

| <u>Position Held</u> | <u>Name of Individual Holding Office/Position</u> | <u>Date of Expiration</u> |
|--------------------------------------|---|---------------------------|
| Attorney, Transactions Division..... | Tom Nuckols..... | 05/15/08 |
| Purchasing Agent Assistant IV..... | Vic Chanmugam, C.P.M. .. | 02/07/09 |
| Executive Assistant..... | Dan Smith | 2/15/09 |

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

ACHMENT F

Service Level Descriptions

TJPC - FED - 28 - 04

TJPC-FED-28-04 - Service Level Descriptions

This document is also available in the web site for the Texas Department of Family and Protective Services.

Texas Dept of Family
and Protective Services

Form 2282cx
May 2006

§700.2301. What is the description of the Basic Service Level?

The Basic Service Level consists of a supportive setting, preferably in a family, that is designed to maintain or improve the child's functioning, including:

- (1) routine guidance and supervision to ensure the child's safety and sense of security;
- (2) affection, reassurance, and involvement in activities appropriate to the child's age and development to promote the child's well-being;
- (3) contact, in a manner that is deemed in the best interest of the child, with family members and other persons significant to the child to maintain a sense of identity and culture; and
- (4) access to therapeutic, habilitative, and medical intervention and guidance from professionals or paraprofessionals, on an as-needed basis, to help the child maintain functioning appropriate to the child's age and development.

§700.2303. What are the characteristics of a child that needs the Basic Service Level?

A child needing basic services is capable of responding to limit-setting or other interventions. The children needing basic services may include:

- (1) a child whose characteristics include one or more of the following:
 - (A) transient difficulties and occasional misbehavior;
 - (B) acting out in response to stress, but episodes of acting out are brief; and
 - (C) behavior that is minimally disturbing to others, but the behavior is considered typical for the child's age and can be corrected.
- (2) a child with developmental delays or mental retardation whose characteristics include minor to moderate difficulties with conceptual, social, and practical adaptive skills.

§700.2321. What is the description of the Moderate Service Level?

- (a) The Moderate Service Level consists of a structured supportive setting, preferably in a family, in which most activities are designed to improve the child's functioning including:
 - (1) more than routine guidance and supervision to ensure the child's safety and sense of security;
 - (2) affection, reassurance, and involvement in structured activities appropriate to the child's age and development to promote the child's well-being;
 - (3) contact, in a manner that is deemed in the best interest of the child, with family members and other persons significant to the child to maintain a sense of identity and culture; and
 - (4) access to therapeutic, habilitative, and medical intervention and guidance from professionals or paraprofessionals to help the child attain or maintain functioning appropriate to the child's age and development.
- (b) In addition to the description in subsection (a) of this section, a child with primary medical or habilitative needs may require intermittent interventions from a skilled caregiver who has demonstrated competence.

§700.2323. What are the characteristics of a child who needs the Moderate Service Level?

A child needing moderate services has problems in one or more areas of functioning. The children needing moderate services may include:

- (1) a child whose characteristics include one or more of the following:
 - (A) frequent non-violent, anti-social acts;
 - (B) occasional physical aggression;
 - (C) minor self-injurious actions; and
 - (D) difficulties that present a moderate risk of harm to self or others.
- (2) a child who abuses alcohol, drugs, or other conscious-altering substances whose characteristics include one or more of the following:
 - (A) substance abuse to the extent or frequency that the child is at-risk of substantial problems; and
 - (B) a historical diagnosis of substance abuse or dependency with a need for regular community support through groups or similar interventions.
- (3) a child with developmental delays or mental retardation whose characteristics include:
 - (A) moderate to substantial difficulties with conceptual, social, and practical adaptive skills to include daily living and self-care; and
 - (B) moderate impairment in communication, cognition, or expressions of affect.
- (4) a child with primary medical or habilitative needs, whose characteristics include one or more of the following:
 - (A) occasional exacerbations or intermittent interventions in relation to the diagnosed medical condition;
 - (B) limited daily living and self-care skills;
 - (C) ambulatory with assistance; and
 - (D) daily access to on-call, skilled caregivers with demonstrated competency.

§700.2341. What is the description of the Specialized Service Level?

- (a) The Specialized Service Level consists of a treatment setting, preferably in a family, in which caregivers have specialized training to provide therapeutic, habilitative, and medical support and interventions including:
 - (1) 24-hour supervision to ensure the child's safety and sense of security, which includes close monitoring and increased limit setting;
 - (2) affection, reassurance, and involvement in therapeutic activities appropriate to the child's age and development to promote the child's well-being;
 - (3) contact, in a manner that is deemed in the best interest of the child, with family members and other persons significant to the child to maintain a sense of identity and culture; and
 - (4) therapeutic, habilitative, and medical intervention and guidance that is regularly scheduled and professionally designed and supervised to help the child attain functioning appropriate to the child's age and development.
- (b) In addition to the description in subsection (a) of this section, a child with primary medical or habilitative needs may require regular interventions from a caregiver who has demonstrated competence.

700.2343 What are the characteristics of a child that needs the Specialized Service Level?

A child needing specialized services has severe problems in one or more areas of functioning. The children needing specialized services may include:

- (1) a child whose characteristics include one or more of the following:
 - (A) unpredictable non-violent, anti-social acts;
 - (B) frequent or unpredictable physical aggression;
 - (C) being markedly withdrawn and isolated;
 - (D) major self-injurious actions to include recent suicide attempts; and
 - (E) difficulties that present a significant risk of harm to self or others.

- (2) a child who abuses alcohol, drugs, or other conscious-altering substances whose characteristics include one or more of the following:
 - (A) severe impairment because of the substance abuse; and
 - (B) a primary diagnosis of substance abuse or dependency.
- (3) a child with developmental delays or mental retardation whose characteristics include one or more of the following:
 - (A) severely impaired conceptual, social, and practical adaptive skills to include daily living and self-care;
 - (B) severe impairment in communication, cognition, or expressions of affect;
 - (C) lack of motivation or the inability to complete self-care activities or participate in social activities;
 - (D) inability to respond appropriately to an emergency; and
 - (E) multiple physical disabilities including sensory impairments.
- (4) a child with primary medical or habilitative needs whose characteristics include one or more of the following:
 - (A) regular or frequent exacerbations or interventions in relation to the diagnosed medical condition;
 - (B) severely limited daily living and self-care skills;
 - (C) non-ambulatory or confined to a bed; and
 - (D) constant access to on-site, medically skilled caregivers with demonstrated competencies in the interventions needed by children in their care.

700.2361 What is the description of the Intense Service Level?

- (a) The Intense Service Level consists of a high degree of structure, preferably in a family, to limit the child's access to environments as necessary to protect the child. The caregivers have specialized training to provide intense therapeutic and habilitative supports and interventions with limited outside access, including:
 - (1) 24-hour supervision to ensure the child's safety and sense of security, which includes frequent one-to-one monitoring with the ability to provide immediate on-site response.
 - (2) affection, reassurance, and involvement in therapeutic activities appropriate to the child's age and development to promote the child's well-being;
 - (3) contact, in a manner that is deemed in the best interest of the child, with family members and other persons significant to the child, to maintain a sense of identity and culture;
 - (4) therapeutic, habilitative, and medical intervention and guidance that is frequently scheduled and professionally designed and supervised to help the child attain functioning more appropriate to the child's age and development; and
 - (5) consistent and frequent attention, direction, and assistance to help the child attain stabilization and connect appropriately with the child's environment.
- (b) In addition to the description in subsection (a) of this section, a child with developmental delays or mental retardation needs professionally directed, designed and monitored interventions to enhance mobility, communication, sensory, motor, and cognitive development, and self-help skills.
- (c) In addition to the description in subsection (a) of this section, a child with primary medical or habilitative needs requires frequent and consistent interventions. The child may be dependent on people or technology for accommodation and require interventions designed, monitored, or approved by an appropriately constituted interdisciplinary team.

700.2363 What are the characteristics of a child that needs the Intense Service Level?

A child needing intense services has severe problems in one or more areas of functioning that present an imminent and critical danger of harm to self or others. The children needing intense services may include:

- (1) a child whose characteristics include one or more of the following:
 - (A) extreme physical aggression that causes harm;
 - (B) recurring major self-injurious actions to include serious suicide attempts;
 - (C) other difficulties that present a critical risk of harm to self or others; and
 - (D) severely impaired reality testing, communication skills, cognitive, affect, or personal hygiene.
- (2) a child who abuses alcohol, drugs, or other conscious-altering substances whose characteristics

include a primary diagnosis of substance dependency in addition to being extremely aggressive or self-destructive to the point of causing harm.

- (3) a child with developmental delays or mental retardation whose characteristics include one or more of the following:
 - (A) impairments so severe in conceptual, social, and practical adaptive skills that the child's ability to actively participate in the program is limited and requires constant one-to-one supervision for the safety of self or others; and
 - (B) a consistent inability to cooperate in self-care while requiring constant one-to-one supervision for the safety of self or others.
- (4) a child with primary medical or habilitative needs that present an imminent and critical medical risk whose characteristics include one or more of the following:
 - (A) frequent acute exacerbations and chronic, intensive interventions in relation to the diagnosed medical condition;
 - (B) inability to perform daily living or self-care skills; and
 - (C) 24-hour on-site, medical supervision to sustain life support.



TRAVIS COUNTY PURCHASING OFFICE

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

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

Approved by: _____

Cyd V. Grimes 5/20/08

Voting Session: Tuesday, May 20, 2008

REQUESTED ACTION: APPROVE INTERLOCAL AGREEMENT NO. IL080182VR WITH AUSTIN-SAN ANTONIO INTERMUNICIPAL COMMUTER RAIL DISTRICT FOR INTERIM ADMINISTRATIVE SERVICES. (COMMISSIONER DAUGHERTY)

Points of Contact:

Purchasing: Vania Ramaekers

Department: Pct. 3 Commissioner Gerald Daugherty and Barbara Smith, Executive Assistant

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other: N/A

- **Purchasing Recommendation and Comments:** Purchasing did not participate in the negotiations of this Interlocal Agreement.

Through this agreement, the Austin San Antonio Intermunicipal Commuter Rail District will provide Travis County interim administrative services and other related services in accordance with its legislative mandate and mutual agreement of the local membership bond directive. The annual fee of \$49,500.00 is authorized by the Tex. Civ. Stat. Ann. 6550c-1 for the purpose of payment for operation and maintenance expenses.

Travis County will receive services as outlined in Section III of the attached document for your review and approval.

- **Contract Expenditures:** ☒ Not applicable

- **Contract-Related Information:**

Award Amount: \$49,500.00

Contract Type: Interlocal Agreement

Contract Period: Upon execution through September 30, 2008.

- **Contract Modification Information:**

Modification Amount: NA

Modification Type: NA

Modification Period: NA

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Contractor is not a
HUB

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- ☒ Purchase Requisition in H.T.E - **424792**
- ☒ Funding Account(s): **001-1000-521-6502**
- ☐ Comments:

➤ **Statutory Verification of Funding:**

☒ Contract Verification Form: Funds Verified **X** Not Verified by Auditor.

INTERLOCAL AGREEMENT
BETWEEN
TRAVIS COUNTY
AND
AUSTIN-SAN ANTONIO INTERMUNICIPAL
COMMUTER RAIL DISTRICT
FOR
INTERIM ADMINISTRATIVE SERVICES

CONTRACT NO. IL08182VR

RECEIVED
TRAVIS COUNTY
2008 APR 29 PM 1:58
PURCHASING
OFFICE

INTERLOCAL AGREEMENT TRAVIS COUNTY AND
AUSTIN-SAN ANTONIO INTERMUNICIPAL COMMUTER RAIL DISTRICT

This Interlocal Agreement (the "Agreement") is entered into by and between the following parties: Travis County, Texas, a political subdivision of the State of Texas (hereinafter referred to as "COUNTY") and the Austin-San Antonio Intermunicipal Commuter Rail District (hereinafter referred to as "the District") pursuant to the Interlocal Cooperation Act, Chapter 791.001 of the Texas Government Code; and

WHEREAS: County is a member of the District, represented by Commissioner Gerald Daugherty on the Board of Directors for the District; and

WHEREAS: The members of the District are responsible for the initial support of the District; and

WHEREAS: The District is authorized pursuant to Tex. Civ. Stat. Ann. 6550c-1 to accept grants from political subdivisions for the purpose of payment of expenses necessary for operation and maintenance.

NOW, THEREFORE, in consideration of the above premises, the parties to this Interlocal Agreement ("Agreement") agree to the terms and conditions stated in this Agreement.

I DEFINITIONS

- 1.1 "Commissioners Court" means the Travis County Commissioners Court.
- 1.2 "County Purchasing Agent" means Cyd V. Grimes, the Travis County Purchasing Agent, or her successor.
- 1.3 "County Auditor" means the Travis County Auditor.

II TERM

- 2.1 **Initial Term.** The Initial Term of this Contract shall commence upon its execution by all parties, and shall continue until September 30, 2008, unless earlier terminated as provided herein.
- 2.2 **Renewal Term(s).** Subject to continued funding by the Commissioners Court, this Contract shall automatically renew each October 1 for succeeding terms of one year unless either party provides written notice to the other party at least thirty (30) days prior to the automatic renewal date that the party intends to terminate the Contract.
- 2.3 **Termination.** This Contract may be terminated by either party at any time by giving ten (10) days written notice to the other party hereto of the intention to terminate.

III

RESPONSIBILITIES AND OBLIGATIONS OF DISTRICT

3.1 **Services to be provided.** DISTRICT shall provide the following services in accordance with its legislative mandate and mutual agreement of the local membership board directive.

3.1.1 To provide interim administrative services to the Rail District, including operational maintenance of properties and facilities at the District.

3.1.2 Coordinate with County Elected and appointed officials and advise on issues affecting Travis County Transportation Issues.

3.1.3 Respond to request from Travis County residents and agencies for information/presentations.

3.1.4 Prepare presentations and annual reports on the role and activities of the District.

3.1.5 Provide Travis County with annual report of expenditures.

3.2 **W-9 Forms.** DISTRICT shall provide COUNTY with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification which is completed in compliance with the Internal Revenue Code, its rules, and regulations.

IV

COMPENSATION, BILLING, AND PAYMENT

4.1 **Annual Payment.** For and in consideration of the satisfactory performance of the services described in Section III and Districts' compliance with the terms and conditions of this agreement, County shall pay the DISTRICT an annual fee of \$49,500.00.

4.2 **Invoicing.** DISTRICT will submit an invoice along with the annual report specified in Section III, to:

Gerald, Daugherty, Commissioner, Precinct Three or its successor
Travis County
P.O. Box 1748
Austin, Texas 78767-1748

4.3 **Funding Out.** Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of COUNTY, COUNTY may terminate this agreement after giving DISTRICT 20 days written notice that this agreement is terminated due to the failure to fund it.

4.4 **Timely Payment.** The COUNTY shall pay DISTRICT within thirty (30) days after the receipt of a complete and correct invoice by the COUNTY Commissioner Precinct Three office. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

4.5 **Payments from Current Revenues.** In accordance with the Interlocal Cooperation Act, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

V. RECORDS and ACCESS

5.1 **Audit.** DISTRICT agrees to maintain and make available for inspection, audit or reproduction by an authorized representative of either COUNTY or the State of Texas, books, documents and other evidence pertaining to the service, cost and expenses of this Agreement, hereinafter called the "Records". As used in the preceding sentence, the term "Records" includes financial records, expenditures receipts, purchase orders and payments.

5.2 **Retention.** DISTRICT agrees to maintain these Records for three (3) years after final payment.

VI MISCELLANEOUS PROVISIONS

6.1 **Officials not to benefit.** No officer, member or employee of COUNTY and no member of its governing body, and no other public officials of the governing body of the locality or localities in which the facility is situated or services are being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of services under this contract, shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

6.2 **Entire Agreement.** This Contract constitutes the complete and entire agreement between COUNTY and DISTRICT. This Contract supersedes any and all other written or oral agreements between the parties with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this agreement which is not contained herein shall be valid or binding.

6.3 **Amendments.** No amendment or modification of this agreement shall be effective unless in writing, approved by the Travis County Commissioners Court, and signed by the COUNTY and DISTRICT. No official, agent, representative, or employee of Travis COUNTY may amend or modify this agreement, except as otherwise expressly authorized by Travis County Commissioners Court.

6.4 **Assignment.** Neither this agreement nor any duties or obligations hereunder shall be assignable by DISTRICT without the prior written consent of COUNTY. In the event of an assignment by DISTRICT to which COUNTY has consented, the assignee or his legal representatives shall agree in writing with COUNTY to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

6.5 **Governing law.** The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

6.6 **Legal construction.** If any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.7 **Venue.** The parties expressly agree and understand that any lawsuit, litigation, or dispute arising out of or relating to this Contract will take place in Travis County, Texas.

6.8 **Notice.**

6.8.1 Notices to either party shall be in writing, and may be hand delivered, or sent postage paid by certified or registered mail, return receipt requested. Notice shall be deemed effective if sent to the parties and addresses designated herein, upon receipt in case of hand delivery, and three (3) days after deposit in the U.S. Mail, in the case of mailing.

6.8.2 All notices sent to Travis County pursuant to this agreement shall be sent by mail to each of the following addresses:

Cyd V. Grimes, C.P.M. (or her successor in office)
Purchasing Agent
P.O. Box 1748
Austin, TX 78767

and:

Honorable David Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, TX 78767
Attn: File number 170.8

and:

Travis County Commissioner Precinct Three
Attn: Gerald Daugherty, Commissioner (or his successor in office)
P.O. Box 1748
Austin, TX 78767

6.8.3 All notices sent by mail to the DISTRICT shall be sent to

Sid Covington, Chair
ASA Intermunicipal Commuter Rail District
P.O. Box 1618
San Marcos, Texas 78667

6.9 **Headings.** The headings of the several sections, subsections and paragraphs set forth in this Contract are inserted for convenience or reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

6.10 **Non-waiver.** In no event shall any payment to DISTRICT hereunder or any other act or omission by COUNTY constitute or be construed in any way to be a waiver by COUNTY of any breach of covenant or default which may then or subsequently exist on the part of DISTRICT. Neither shall such payment or act or omission in any manner impair or prejudice any right, power, or remedy available to COUNTY to enforce its rights hereunder, which rights, powers, privileges or remedies are always specifically reserved. No representative agent of COUNTY may waive the effect of this provision.

6.11 **Contract/agreement.** As used in this document, the terms "Contract" and "Agreement" are synonymous.

6.12 **Dispute Resolution.** When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or person appointed by a court of competent jurisdiction for mediation as described in the Tex. Civ. Prac. and Rem. Code, 154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in Tex. Civ. Prac. and Rem Code 154.073, unless both parties agree, in writing, to waive the confidentiality.

6.14 **Duplicate Originals.**

This Agreement will be executed in duplicate originals and be effective when executed by both parties. Executed as of the later date set forth below.

TRAVIS COUNTY

DISTRICT

BY: _____

Samuel T. Biscoe
Travis County Judge

BY: _____

Date: _____

Date: 4/28/2008

Approved as to Form By: _____

Assistant County Attorney

Funds Verified By: _____

County Auditor

Funds Not Verified By: _____

County Auditor

Approved by Purchasing: _____

Cyd G. Jones, C.P.M., Purchasing Agent

TRAVIS COUNTY
AUDITOR'S OFFICE

SUSAN A. SPATARO, CPA, CMA
COUNTY AUDITOR



TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-9164

COUNTY AUDITOR VERIFICATION FORM

CONTRACTOR:

Austin-San Antonio Rail District

TYPE OF GOODS/SERVICE:

Interim Administrative Services

FUNDS VERIFIED:

☒ X

1) Requisition number 424792 processed through the
Purchasing system to pre-encumber funds.

2) Amount pre-encumbered: \$ 49,500.00

☐

1) Contract did not specify a total contract amount.

2) Goods/services to be provided on a "as needed basis" to be
invoiced in accordance with a contract unit price, not to exceed
the budget amount in the line item for this contract.

CONTRACT #:

IL08182VR

LINE ITEM VERIFIED:

☒ X YES 001-1000-521-6502

☐ NO

Verified by:

[Signature]

Approved by:

[Signature]

Date: 4-30-08

Date: 5-1-08

RECEIVED
TRAVIS COUNTY
PURCHASING
OFFICE

709 MAY - 1 PM 4:45

RECEIVED
TRAVIS COUNTY

PURCHASE REQUISITION NBR: 0000424792

REQUISITION BY: CHERYL BROWN 854-9556

STATUS: AUDITOR APPROVAL
REASON: ROUTINE

DATE: 11/02/07

SHIP TO LOCATION: COUNTY JUDGE

SUGGESTED VENDOR: 61185 AUSTIN SAN ANTONIO

DELIVER BY DATE: 11/02/07

| LINE NBR | DESCRIPTION | QUANTITY UOM | UNIT COST | EXTEND COST | VENDOR PART NUMBER |
|-------------|---|--------------|--------------|----------------|--------------------|
| 1 | AUSTIN - SAN ANTONIO INTERMUNICIPAL COMMUTER RAIL OPERATING EXPENSES - OCT 1, 2007 TO SEPT. 30, 2008 INVOICE #071002 COMMODITY: PROFESSIONAL DEVELOPEMENT SUBCOMMOD: MEMBERSHIP/ORGANIZATIONS | 1.00 YR | 49500.0000 | 49500.00 | |

REQUISITION TOTAL: 49500.00

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

| LINE # | ACCOUNT | PROJECT | % | AMOUNT |
|--------|----------------|---|--------|----------|
| 1 | 00110005216502 | PROFESSIONAL DEVELOPEMENT PROFESSIONAL MEMBERSHIPS | 100.00 | 49500.00 |

REQUISITION COMMENTS:

REQUISITION IS IN THE CURRENT FISCAL YEAR.

12/26/07 EMD CHERYL ASKING WHETHER THERE'S A
CONTRACT.GMC

Thanks,
Barbara

>>> "Alison Schulze" <amschulze@asarail.org> 2/28/2008 11:34 AM >>>

Bob,

I've been thinking about our conversation on Monday (after the CAMPO TWG meeting) re: annual dues. Attached are 2 documents that should satisfy the County Auditor:

- 2005 Work Plan for administrative services provided by the Corridor Council for the A-SA Rail District (stipulates annual dues of \$49,500 per member)
- Executed letter agreement (with reference to Work Plan, Exhibit A)

These 2 documents plus the annual budget (which I sent on Feb. 13) should be the documents you need to identify the services provided for the annual dues. Please share this e-mail with Barbara.

Thanks so much,
Alison

Alison M. Schulze, AICP
Austin-San Antonio Commuter Rail District
P.O. Box 1618
San Marcos, Texas 78667
512.558.7367
512.589.2709 (cell)
www.asarail.org

-----Original Message-----

From: Alison Schulze [<mailto:amschulze@asarail.org>]
Sent: Wednesday, February 13, 2008 2:44 PM
To: Gerald Daugherty
Cc: Bill Bingham; Ross Milloy
Subject: A-SA Rail District: Travis Co. Annual Dues

Barbara,

Per our conversation, the Rail District's FY08 budget is attached. Eleven local governments, including Travis Co., each pay annual dues of \$49,500. The dues are used for the staff expenses, professional services, and direct expenses listed in the budget under *Locally Funded Expenses*. The Rail District uses the local funds (i.e., annual dues) for expenses and services that are not eligible for reimbursement with the Rail District's federal funds.

Please share this information with the County auditor's office. If you or the auditor's office need additional information, please let me know.

Thanks so much,
Alison

Alison M. Schulze, AICP
Austin-San Antonio Commuter Rail District
P.O. Box 1618
San Marcos, Texas 78667
512.558.7367
512.589.2709 (cell)
www.asarail.org



*Austin – San Antonio Intermunicipal
Commuter Rail District*

P.O. Box 1618
San Marcos, TX 78667
Office 512-558-7360
Fax 512-558-7365
corridor@itouch.net

June 4, 2003

Mr. J. Tullos Wells
Bracewell & Patterson
106 S. St. Mary's Street, #800
San Antonio, TX 78205

Re: Interim Administrative Services Agreement

Dear Mr. Wells:

This letter, when accepted by the Austin San Antonio Intermunicipal Commuter Rail District ("Rail District") ~~will serve as the agreement to provide interim administrative services to the Rail District.~~

The Austin San Antonio Corridor Council ("Council") proposes to provide interim administrative services to the Rail District commencing on January 1, 2003 and continuing until such time as the Rail District retains its own staff to perform administrative services. The administrative services will consist of the work necessary to perform the plan of work and the budget attached as Exhibit A.

In general, the services will consist of the routine management, accounting, record keeping, contracting and correspondence required by the Rail District to move forward with its plan of work.

The Corridor Council will deposit and account for funds of the Rail District by opening a bank account in a bank designated by the Rail District, using the Rail District's tax identification number. All funds received by the Rail District (other than funds paid directly to contractors by fiscal agents) will be deposited into the Rail District account. The Rail District account will require two signatures of board members of the Rail District.

It is now anticipated that two types of checks will be drawn on the Rail District account. One check ~~will be to cover the expenses paid to the Corridor Council pursuant to the attached budget.~~ These checks will normally be written at six month intervals to cover a future six months of work. Other checks will be to pay for legislative assistance obtained by the Rail District. ~~When the Rail District obtains its legislative assistance, checks will be written directly to the legislative consultant based upon the contract approved by the Rail District.~~

~~The Corridor Council will develop an accounting system to show expenditures of funds on behalf of the Rail District. The Corridor Council will make monthly reports to the board of the Rail District regarding expenditures and income.~~

Either party may terminate this agreement upon thirty (30) days prior written notice to the other. Upon termination, all amounts expended by the Corridor Council pursuant to the budget (Exhibit A) will be paid and any excess funds repaid to the Rail District.

1.3. Finance Committee's Findings

The Finance Committee of the District has determined that independent financing for the initial operations of the District is required to most efficiently and expeditiously explore development of commuter passenger service and freight rail enhancements for the Austin-San Antonio Corridor.

The Committee noted that:

- 1.3.1. Federal funds available through High Priority Project Authorization # 146, \$5.625 million available for development of the Austin-San Antonio Corridor – while appropriate for engineering and implementation studies on commuter rail – may not be used for staff or overhead operations for the Commuter Rail District;
- 1.3.2. The Texas Department of Transportation has held that funds from the Metropolitan Planning Organizations, in particular STP4c funds, may not be used for staff and overhead expenses of the District;
- 1.3.3. That limitations imposed by Constitutional restrictions on the use of other TxDOT funds, including those Federal funds mingled in the Fund 6 highway fund, may not be used for rail development activities such as providing staff and overhead funding for the start-up operations of the District (according to testimony before the Rail District Board by TxDOT officials);
- 1.3.4. That the ordinarily-required local match for the \$5.625 million in Federal funds for development of the project (\$1.4 million) could also not be used for staff and overhead for the initial operations of the District, but that TxDOT could and would be willing to make the required local match out of the 'toll credits' program, thus relieving local communities of the burden of providing the local match;
- 1.3.5. That the Rail District still required minimal staff, legal counsel, legislative assistance, and overhead expenses of approximately \$450,000 annually to access the \$5.625 million in Federal funds and to pursue the development of commuter rail service in the Austin-San Antonio Corridor.

Pursuant to a motion by Mayor Gus Garcia of Austin, seconded by San Antonio City Councilman Carroll Schubert and Bexar County Commissioner Tommy Adkisson, the Finance Committee voted to pursue funding for start-up operations of the District through equal shares contributed from cities, counties, and Metropolitan Transit Authorities within the current membership of the District.

This proposal is a direct response to the findings of the District's Finance Committee.

Mr. J. Tullos Wells
June 4, 2003
Page Two

If this letter correctly sets out the agreement between the Rail District and Corridor Council, please indicate your acceptance below.

Sincerely yours,

AUSTIN SAN ANTONIO CORRIDOR COUNCIL

By: 

Will Wynn, Chairman

ACCEPTED AND AGREED TO this

the 6th day of June, 2003.

AUSTIN SAN ANTONIO INTERMUNICIPAL
COMMUTER RAIL DISTRICT

By: 

Its: J. Tullos Wells, Chairman



TRAVIS COUNTY PURCHASING OFFICE

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

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

Approved by: _____

Cyd V. Grimes 5/12/08

Voting Session: Tuesday, May 20, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 2 TO CONTRACT NO. PS070124JT, THE AUSTIN TRAVIS COUNTY REENTRY ROUNDTABLE (RRT), FOR THE FY2008 SERVICE DELIVERABLES. (CJP)

Points of Contact:

Purchasing: Vania Ramaekers

Department: (CJP) Roger Jefferies, Criminal Justice Planning Executive Manager;
Cynthia Finnegan and Vennie Davis

County Attorney (when applicable): Jim Connolly

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

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

Travis County understands the importance of aligning County government resources with a community coalition, the overall goal of this partnership has been to address and improve offender reentry in Travis County through stakeholder participation in an inclusive, community planning process.

Modification No. 2 outlines the agreed deliverables for fiscal year 2008. These deliverables are focused in the employment, housing and web page design areas. Travis County will pay RRT an amount not to exceed \$35,000.00 in accordance with the specific deliverables and payment plan detailed in the attached modification.

Modification No. 1 changed the contract renewal terms with the contingency of negotiating the annual deliverables. This modification was processed through the purchasing department.

➤ **Contract Expenditures:** Within the last 12 months \$00.00 has been spent against this contract.

➤ ☒ Not applicable

➤ **Contract-Related Information:**

Award Amount: \$35,000.00 (Not-to-Exceed)
Contract Type: (Professional Services Agreement)
Contract Period: 02/06/07-9/30/2007

➤ **Contract Modification Information:**

Modification Amount: 35,000.00 (Not-to-Exceed)
Modification Type: Scope of Services Detail for FY08
Modification Period: 10/1/07-9/30/2008

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A Responses Received: N/A
HUB Information: See Comments % HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- ☒ Purchase Requisition in H.T.E.: 439534
- ☒ Funding Account(s): 001-5500-557-6099
- ☐ Comments:

➤ **Statutory Verification of Funding:**

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

**MODIFICATION OF CONTRACT NUMBER: PS070124JT – Re-entry
Round Table-
Memorandum of
Understanding (MOU)**

PAGE 1 OF 7 PAGES

| | | |
|--|---|---|
| ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701 | PURCHASING AGENT ASST: Vania Ramaekers TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185 | DATE PREPARED: April 02, 2008 |
| ISSUED TO: Austin/Travis County Reentry Roundtable P.O. Box 5159 Austin, Texas 78763 | MODIFICATION NO.: 2 | EXECUTED DATE OF ORIGINAL CONTRACT: February 6, 2007 |

ORIGINAL CONTRACT TERM DATES: 2/6/07 – 9/30/07

CURRENT CONTRACT TERM DATES: 10/1/07 – 9/30/08

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$35,000.00 (NTE)

Current Modified Amount \$70,000.00 Not to Exceed

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

This Memorandum of Agreement is hereby modified as follows:

1. FY2008 MOU-RRT will produce deliverables in three issue areas: employment, housing and web page design and linkage. See attached for specific deliverables details.
2. For and in consideration of the satisfactory performance by the RRT of the services and activities described herein, Travis County agrees to pay RRT an amount not to exceed \$35,000, according to section 2.0 compensation, invoicing and payment of the attached agreement.
3. Changed the MOU-RRT reference number from PS070124JT to PS070124VR

Note to Vendor:

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

| | |
|---|---|
| LEGAL BUSINESS NAME: <u>Austin/Travis County Reentry Roundtable</u> | <input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input checked="" type="checkbox"/> OTHER |
| BY: <u>Penny K. Bayfield</u> SIGNATURE | DATE: 5-6-2008 |
| BY: <u>Penny Bayfield</u> PRINT NAME | |
| TITLE: <u>Planning Council Chair</u> ITS DULY AUTHORIZED AGENT | |
| TRAVIS COUNTY, TEXAS | DATE: 5/12/08 |
| BY: <u>Cyd V. Grimes</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT | |
| TRAVIS COUNTY, TEXAS | DATE: |
| BY: _____ SAUMEL T. BISCOE, TRAVIS COUNTY JUDGE | |

1. Convene all necessary parties for work group and planning meetings.
2. Share reentry information as it relates to the strategic goals and direction of Travis County Criminal Justice Planning Department.
3. Engage partners in carrying out the mission of the Austin/Travis County Reentry Roundtable and achievement of the above-stated objectives.
4. Implement a quality process that is inclusive of community stakeholders and responsive to community needs.
5. Foster ownership of reentry issues in the community.
6. Provide project updates or assessments at the discretion of, and as recommended by, the Travis County Commissioners Court and the Executive Manager of the Travis County Justice and Public Safety Division.

The Austin/Travis County RRT agrees to:

1.0 FY2008 Services/Activities to be performed by RRT

1. Employment (Section A)
 2. Housing (Section B)
 3. Web Page Design and linkage (Section C)
- As a collaborative organization, the RRT endeavors will be inclusive of the Travis County Criminal Justice Planning Department, the City of Austin, private sector business groups, nonprofit entities, coalitions, government agencies interested in reentry projects as well as former offenders and their families and that the work contained herein does not duplicate nor pay for any other contracted efforts in 2008.

For the 2008 Travis County fiscal year, the RRT will produce deliverables in three issue areas, which are identified below and fully detailed in Sections A, B, and C:

This memorandum of understanding (MOU) outlines the FY2008 agreement between The Austin/Travis County Reentry Roundtable (RRT) [a community collaborative organization] and Travis County. The Travis County Criminal Justice Planning Department will be responsible for managing this agreement and for the approval of all invoices for payment. The continued goal of improving offender reentry in Travis County can best be realized by aligning Travis County's public resources with a community coalition in a planning process with identifiable work products and performance measures supported by evidence based practices.

**FY2008
Memorandum of Understanding
Modification Number 2
PS070124VR**

2.0 Compensation, Invoicing and Payment

For and in consideration of the satisfactory performance by the RRT of the services and activities described herein, Travis County agrees to pay RRT an amount not to exceed \$35,000, with the following payment plan:

| Payment No. | Amount | Deliverable Due Date | Deliverables to be Completed |
|--------------------|---------------|-----------------------------|--|
| 1 | \$8,000 | July 18, 2008 | Report 1 (Activity 2.1): Housing Needs and Barriers for Formerly Incarcerated Persons in Travis County |
| 2 | \$8,000 | August 15, 2008 | Report 2 (Activity 2.2): Comprehensive Housing Inventory of available housing programs and services in Travis County (to include number of beds available, gender of persons served, costs, demographic information, and etc.) |
| 3 | \$8,000 | September 30, 2008 | Report 3 (Activity 1.2): Report that identifies 20 employers/entities contacted to assess current employment practices for formerly incarcerated persons. |
| 4 | \$5,000 | September 30, 2008 | Report 4A (Activity 1.1): Reference Guide #1 - For justice professionals and service providers. Inventory of available job readiness programs within Travis County. Report 4B Activity 1.1): Reference Guide #2 – For Formerly Incarcerated persons. Inventory of available job readiness |
| 5 | \$5,000 | September 30, 2008 | |
| 6 | \$1,000 | September 30, 2008 | Web Page and Link (Activity 3.1): Provide an Internet web page that provides linkage to supportive services for employment and housing. |

Travis County and RRT agree that this funding shall be directed to (1) the enhancement of employment and job readiness opportunities for former offenders as described in Section A, (2) a comprehensive analysis with inventory and policy recommendations for housing former offenders in Travis County (Section B), and (3) Supportive services web page for employment and housing (Section C).

After submission of defined deliverables, the RRT shall submit an invoice to the Travis County Criminal Justice Planning Department, P.O. Box 1748, Austin, Texas 78767, marked to the attention of Vennie Davis, Business Analyst II. The invoice shall include a detailed narrative description of the services and activities performed by RRT during the payment period. If Criminal Justice Planning determines that the services and activities have been performed in a satisfactory manner and that satisfactory progress has been made toward the accomplishment of the service deliverables of this agreement, the invoice will be approved and processed with payment to be made to the RRT within 30 days following such approval. Payments shall be made to "Austin Community Foundation - Reentry Roundtable" and mailed to Austin Community Foundation, Attn: Paula Lange, P.O. Box 5159, Austin, Texas, 78763.

3.0 County Responsibilities

Travis County Criminal Justice Planning Division agrees to:

1. Assist the Austin/Travis County Reentry Roundtable as needed in the process of gathering, disseminating and coordinating reentry efforts in Travis County particularly as they relate to FY2008 service deliverables as outlined in this agreement.

2. Share information as it relates to the strategic goals and direction of Austin/Travis County Reentry Roundtable, Criminal Justice Planning and carrying out of the objectives outlined in this agreement.

3. Participate in efforts to carry out the mission of the Austin/Travis County Reentry Roundtable and align efforts as appropriate.

4.0 Term of the Agreement.

The effective date will commence on the date the MOU is signed by both parties, and shall continue through September 30, 2008, unless earlier terminated by either party as provided herein. Either party may terminate this agreement with or without cause at any time.

SECTION - A

FY2008 SCOPE OF SERVICES - Employment

Goal #1: The RRT will assist Travis County in increasing the employment rate for formerly incarcerated persons reintegrating back into Travis County Communities.

Deliverables and Performance Measures

In accordance with the 2007 RRT recommendations for enhancing employment opportunities and hiring practices to support offender reentry, the following deliverables and performance measures for the Employment Issue Area have been identified for the FY2008 Travis County MOU.

| EMPLOYMENT ISSUE AREA: | | | |
|---|--|--|---|
| Activities | Deliverable(s): | Performance Measure: | Due by: |
| <p>Activity 1.1: Research and produce an inventory of available job readiness programs within Travis County, and the Woodman State Jail located in Gatesville Texas. The final report shall consist of two reference guides as defined under Deliverables. The guides will include relevant information such as: name of program, organization who operates the program, program objectives, program performance measures, eligibility, length of programs, how persons access the program, types of certification provided, number of people served, types of classes and programs offered, number of students per class, challenges and strengths of programming, and etc.</p> | <p>Two (2) comprehensive employment reference guides in a WORD format will be completed. The guide will list all relevant contact information for existing job readiness programs available to ex-offenders in Travis County:</p> <p>Reference Guide #1 (one) will be used as a reference tool by probation, parole, social service providers, Project Rio and all relevant Travis County and City hiring departments.</p> <p>Reference Guide #2 will be for use by incarcerated and formerly incarcerated persons seeking job readiness programs.</p> | <p>1.) 10 printed copies (stapled) of the final version of both guides will be provided to CJP.</p> <p>2.) A copy of each report shall be emailed to the Criminal Justice Planning Department.</p> <p>3.) A final version of each report will be provided to Criminal Justice Planning on 1 formatted CD disk.</p> | <p>1) Provide First Draft of Reference Guide #1 – due 7/1/08</p> <p>2) Provide Final Draft of Reference Guide #1 – due 7/22/08</p> <p>3) Provide First Draft of Reference Guide #2 – due 8/8/08</p> <p>4) Provide Final Draft of Reference Guide #2 – due 9/30/08</p> |
| Activities | Deliverable(s): | Performance Measure: | Due by: |
| <p>Activity 1.2: Identify and contact up to 20 local companies to encourage them to “ban the box”, if it is currently used on their employment applications</p> | <p>For those companies permitting release of information, a Detailed Employers Report listing companies contacted, Contact names, addresses, phone numbers, e-mails, the company’s industry, and all relevant information for the listed company. Report should also include positions available for ex-offenders, pay rates, and company restrictions if they exist.</p> | <p>1.) 10 printed copies (stapled) of the Final Report will be provided to the Criminal Justice Planning Department.</p> <p>2.) A copy of the Final Report shall be emailed to the Criminal Justice Planning Department.</p> <p>3.) A final version of each report will be provided to Criminal Justice Planning on 1 formatted CD disk.</p> | <p>Part 1: Partial Report identifying 10 local companies. Due 7/31/08</p> <p>Part 2: Final report identifying the remaining 10 local companies. Due 9/30/08</p> |

Section B

FY2008 SCOPE OF SERVICES - Housing

Goal #2: The RRT will assist Travis County in increasing housing capacity for formerly incarcerated persons reintegrating back into Travis County Communities.

Deliverables and Performance Measures

The RRT will complete the following deliverables and performance measures for the Housing Issue Area will be completed by the RRT for the FY2008 Travis County MOU:

| HOUSING ISSUE AREA: | | Activities | Deliverable(s): | Performance Measure: | Due by: |
|---------------------|--|--|--|--|--------------------------|
| | | <p>Activity 2.1: Identify housing needs and housing barriers for formerly incarcerated persons specific to Travis County.</p> | <p>A report entitled <u>Housing Needs and Barriers for Formerly Incarcerated Persons in Travis County</u>.</p> | <p>1.) 10 printed copies (stapled) of the Final Report provided to the Criminal Justice Planning Department. 2.) A copy of the Final Report shall be emailed to the Criminal Justice Planning Department. 3.) A final version of each report will be provided to Criminal Justice Planning on 1 formatted CD disk.</p> | Final Report due 7/18/08 |
| | | <p>Activity 2.2: Produce an inventory of the available housing programs and support services identified by HUD (Emergency Shelters, Supportive Housing, Permanent Housing for Persons with Disabilities (PHPWD), Supportive Services Only (SSO), Safe Havens, Innovative Supportive Housing (ISH), Shelter Plus Care (S+C) Program, and Single Room Occupancy (SRO) program).</p> | <p>A comprehensive <u>Housing Inventory Report</u> that includes the various types of HUD housing programs and housing support services available to formerly incarcerated persons within Travis County. The report will list number of beds available, gender of persons served (male or female), families, cost of housing to participant, how many beds per facility, web site, address, contact person, faith based or secular, length of stay, security, location of transportation or if transportation is provided, and if on-sight support services are offered.</p> | <p>1.) 10 printed copies (stapled) of the Final Report provided to Criminal Justice Planning Department. 2.) A copy of the Final Report shall be emailed to the Criminal Justice Planning Department. 3.) A copy of the Final Report will be provided to Criminal Justice Planning on 1 formatted CD disk.</p> | Final Report Due 8/15/08 |

SECTION C

FY2008 SCOPE OF SERVICES – Web Page

Goal #3: The RRT will design an Internet Web Page that will allow formerly incarcerated persons as well as reentry service providers access to relevant and up-to-date reentry information on employment and housing supportive services in Travis County.

Deliverables and Performance Measures

The RRT will complete the following deliverables and performance measures for the Reentry Web page to be completed by the RRT for the FY2008 Travis County MOU:

| REENTRY WEB PAGE | | | |
|--|---|--|--|
| Activities | Deliverable(s): | Performance Measure: | Due by: |
| Activity 3.1: Design and implement Internet Web link that will allow formerly incarcerated persons as well as reentry service providers access to relevant and up-to-date reentry information on housing and employment supportive services available in Travis County | An RRT Internet web link that provides links for ex-offenders to employment and housing supportive services in Travis County. | A completed web link that is designed by a collaborative work group including Travis County Criminal Justice Planning. | Final Design and Implementation Due 9/30/08 |

PURCHASE REQUISITION NBR: 0000439534

REQUISITION BY: KRISTY VARGAS / 44753

STATUS: AUDITOR APPROVAL
REASON: MODIFICATION TO PS070124JT (ATTENTION: VANIA)

DATE: 5/06/08

SHIP TO LOCATION: JUSTICE & PUBLIC SAFETY

SUGGESTED VENDOR: 63722 AUSTIN/TRAVIS COUNTY REENTRY

DELIVER BY DATE: 5/10/08

| LINE NBR | DESCRIPTION | QUANTITY | UOM | UNIT COST | EXTEND COST | VENDOR PART NUMBER |
|-------------|---|----------|-----|--------------|----------------|--------------------|
| 1 | RESEARCH/PLANNING TO INCREASE EX-OFFENDER HIRING COMMODITY: MISC. PROFESSIONAL SVCS SUBCOMMOD: PROGRAM EVALUATION | 35000.00 | DOL | 1.0000 | 35000.00 | |

REQUISITION TOTAL: 35000.00

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

| LINE # | ACCOUNT | OTHER PURCHASED SERVICES | PROJECT | AMOUNT |
|--------|----------------|--------------------------|---------|----------|
| 1 | 00155005576099 | OTHER PURCHASED SERVICES | 100.00 | 35000.00 |

REQUISITION IS IN THE CURRENT FISCAL YEAR.

Fiscal Year 2008

Account Balance Inquiry

13:45:54

Account number . . . : 1-5500-557.60-99
Fund : 001 GENERAL FUND
Department : 55 CRIMINAL JUSTICE PLANNING
Division : 00 NON-DIVISIONAL
Activity basic : 55 JUSTICE SYSTEM
Sub activity : 7 CRIMINAL JUSTICE PLANNING
Element : 60 OTHER PURCHASED SERVICES
Object : 99 OTHER PURCHASED SERVICES

| | | |
|---|------------|------------|
| Original budget | 294,222 | |
| Revised budget | 406,542 | 04/17/2008 |
| Actual expenditures - current | 49,176.26 | |
| Actual expenditures - ytd | 35,061.78 | |
| Unposted expenditures | 10,101.16 | |
| Encumbered amount | 129,406.39 | |
| Unposted encumbrances | 7,931.30- | |
| Pre-encumbrance amount | .00 | |
| Total expenditures & encumbrances: | 215,814.29 | 53.1% |
| Unencumbered balance | 190,727.71 | 46.9 |

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

CRIMINAL JUSTICE PLANNING DEPARTMENT

P.O. Box 1748, Austin, TX 78767, (512) 854-4415, FAX (512) 854-4417



MEMORANDUM

RECEIVED
TRAVIS COUNTY
2008 APR 30 AM 10:44
PURCHASING
OFFICE

To: Cyd Grimes, Purchasing Agent

From: Roger Jefferies, J&PS Executive Manager

A handwritten signature of Roger Jefferies is written over the name.

Date: April 29, 2008

Subject: FY08 RRT MOU

Re: Contract # **PS070124JT** Reentry Services for Formerly Incarcerated Persons.

Dear Ms Grimes,

Attached for your processing is the FY08 Memorandum of Understanding (MOU) between Travis County and the Austin/Travis County Reentry Roundtable. The Commissioners Court approved \$35,000 for FY08 funding of the MOU at the beginning of the fiscal year, but placed the funds in reserve until the Scope of Services for the MOU was finalized. Criminal Justice Planning agrees with the Scope of Services documents (Attachment A, B, and C), and recommends that Purchasing proceed with processing the MOU. If you have any questions, please contact me at extension 4-4415. Thanks in advance for your assistance.

Attachment: FY08 RRT MOU

Cc: Vennie Davis, CJP



TRAVIS COUNTY PURCHASING OFFICE

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

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

Approved by: _____

Cyd V. Grimes 5/12/08

Voting Session: Tuesday, May 20, 2008

REQUESTED ACTION: APPROVE CONTRACT NO. PS080181VR, AVALON CENTER INC., TO PROVIDE RESIDENTIAL TREATMENT SERVICES TO JUVENILE OFFENDERS. (JUVENILE PROBATION)

Points of Contact:

Purchasing: Vania Ramaekers

Department: (JUVENILE PROBATION) Estela Medina, Chief Juvenile Probation Officer; Sylvia Mendoza

County Attorney (when applicable): Jim Connolly

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other: N/A

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

This agreement is for the provision of residential treatment services for juvenile offenders within the Juvenile Probation Department. Travis County currently has over 37 active Residential Treatment Service Contracts with different counties throughout Central Texas, which are used on an as needed basis, according to the specific needs of the youths being placed. Travis County will pay the daily cost set by the State of Texas Juvenile Probation Commission in accordance with the facility type and level of services. We will add this agency to the current list of active providers. Juvenile Probation has approximately \$971,326.00 budgeted in FY08 for these types of services.

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

☒ Not applicable

➤ **Contract-Related Information:**

Award Amount: \$0.00 (Estimated quantity)

Contract Type: (Professional Services Agreement)

Contract Period: 05/20/08 - 9/30/08 (auto renewal)

➤ **Contract Modification Information:**

Modification Amount: \$0.00 (Firm Amount) (Add'l. comments)

Modification Type: N/A

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Not Applicable

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

☐ Award has been protested; interested parties have been notified.

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

☒ Comments: **Originals have been signed by the contractor. They are currently being routed for internal signatures.**

➤ **Funding Information:**

☐ Purchase Requisition in H.T.E.: N/A

☒ Funding Account(s): **001-4514-593-6205**

☐ Comments:

➤ **Statutory Verification of Funding:**

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

Funds will be verified, on an as needed basis, through requisitions being processed against the contract

RECEIVED
TRAVIS COUNTY
2008 MAR -3 AM 11:53

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT



Vance
3-4-1
gpr

ESTELA P. MEDINA
Chief Juvenile Probation Officer

PURCHASING
OFFICE

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
PROBATION SERVICES
RESIDENTIAL SERVICES
SUBSTANCE ABUSE SERVICES
DOMESTIC RELATIONS OFFICE
JUVENILE JUSTICE
ALTERNATIVE EDUCATION
PROGRAM

TO: Cyd Grimes, CPM, Purchasing Agent
Purchasing Agent

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

DATE: February 28, 2008

RE: Request for Residential Services contract
Avalon Center Inc.

The Travis County Juvenile Probation Department is interested in entering into a contract with Avalon Center Inc., in Eddy, Texas for residential services for girls. They are licensed to provide moderate, specialized, and intensive level of care. They also accept pregnant girls on a case by case basis. Avalon Center Inc. is a Title IV E approved facility.

Juvenile Probation requests your assistance in facilitating a contract under the same terms and conditions as our other contracts for Residential Treatment Centers.

The following details the funding line item to be used for this contract:

Account Number: 001-4530-593-6205

Term of Contract: 12 Month Period – Auto Renewal

Contract Information: Avalon Center, Inc.
Address: 480 Hwy 7
Eddy, TX. 78652-76524
Phone: 254/859-76524
3990

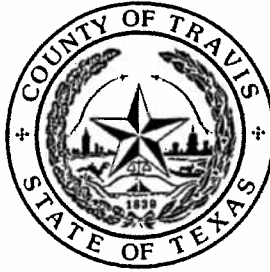
If you have questions or need additional information, please do not hesitate to contract me.

cc: Barbara Swift
Gail Penney-Chapmond
Sylvia Mendoza

EPM: gc

TRAVIS COUNTY
AUDITOR'S OFFICE

SUSAN A. SPATARO, CPA, CMA
COUNTY AUDITOR



TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-9164

COUNTY AUDITOR VERIFICATION FORM

CONTRACTOR:

Avalon Center, Inc.

TYPE OF GOODS/SERVICE:

Residential Treatment Services

FUNDS VERIFIED:

☐

1) Requisition number _____ processed through the
Purchasing system to pre-encumber funds.

2) Amount pre-encumbered: \$ _____

☒

1) Contract did not specify a total contract amount.

2) Goods/services to be provided on a "as needed basis" to be
invoiced in accordance with a contract unit price, not to exceed
the budget amount in the line item for this contract.

CONTRACT #:

PS080181VR

LINE ITEM VERIFIED:

☒ YES 001-4530-593-6205

☐ NO

Verified by:

[Signature]

Approved by:

Date: 5.9.8

Date: _____

RECEIVED
TRAVIS COUNTY
PURCHASING
OFFICE
2008 MAY -9 AM 9:42

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

TRAVIS COUNTY

AND

AVALON CENTER, INC.

FOR

RESIDENTIAL TREATMENT SERVICES

CONTRACT NO. PS080181VR

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STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

**PROFESSIONAL SERVICES AGREEMENT
 FOR RESIDENTIAL TREATMENT SERVICES**

This Agreement is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and Avalon Center, Inc. (the "CONTRACTOR").

WHEREAS, COUNTY desires to obtain the services of a qualified facility to conduct residential treatment services for juveniles under the supervision of the Juvenile Probation Department and;

WHEREAS, CONTRACTOR has the professional ability and expertise necessary to provide residential treatment services in addition to the licenses, and certifications required by law for such facilities.

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

**I.
 DEFINITIONS**

In this Agreement,

1.1 "Commissioners Court" means the Travis County Commissioners Court.

1.2 "Purchasing Agent" means the Travis County Purchasing Agent.

1.3 "County Auditor" means the Travis County Auditor.

1.4 "Parties" mean Travis County Avalon Center, Inc.

1.5 "Is doing business" and "has done business" mean:

1.5.1 Paying or receiving any money or other valuable thing in exchange for personal services or for purchase or use of any property interest, either real or personal, either legal equitable; or

1.5.2 Loaning or receiving a loan of money, services, or goods or otherwise creating or having in existence any legal obligation or debt;

but does not include:

1.5.3 Any payments, receipts, loans or receipts of a loan which are less than \$250.00 per calendar year in the aggregate; or

1.5.4 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.

1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavits attached to this contract and marked as Attachment D.

1.7 "Director" means the Chief Juvenile Probation Officer of Travis County represented herein as administering this Agreement or his/her designated representative.

1.8 "Client" means a juvenile under the supervision of the Juvenile Probation Department who is referred to CONTRACTOR for services.

II. TERM

2.1 **Initial Term.** The Initial Term of this Agreement shall commence upon complete execution by all parties and shall continue until September 30, 2008 unless earlier terminated as provided herein.

2.2 **Renewal Term(s).** Subject to continued funding by the Commissioners Court, this Agreement shall thereafter automatically renew on October 1 of each year for succeeding terms of one year unless sooner terminated by either party as provided herein.

2.3 **Termination.** Either party may terminate this Contract at any time by giving the other party written notice of such termination at least twenty (20) days before the effective date of the termination.

III. RESPONSIBILITIES AND OBLIGATIONS OF CONTRACTOR

3.1 **Scope of Services.** CONTRACTOR shall perform, in a timely manner, the services and activities described in the Scope of Services set forth as Attachment A to this Agreement, which is expressly incorporated herein and made a part hereof.

3.2 **Ethical Standards.** CONTRACTOR shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and best professional judgment.

3.3 **Subcontracting.** Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of the duties that she has accepted as part of this Agreement.

3.4 **Civil Rights/ADA Compliance.** CONTRACTOR shall provide all services and activities pursuant to this Agreement in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933].

3.5 **Federal Funds.** CONTRACTOR warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.6 Compliance with Laws, Regulations and Standards.

3.6.1 CONTRACTOR shall comply with all federal, state, county, and city laws, rules, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract.

3.6.2 CONTRACTOR shall not discriminate against any employee or applicant for employment based on race, color, religion, sex (gender), national origin, age or handicapped condition.

3.6.3 CONTRACTOR must be licensed for residential child care by the appropriate licensing agency of the State of Texas, and shall comply with minimum standards for licensure at all times.

3.6.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile Probation Commission.

3.6.5 CONTRACTOR shall ensure that suspected or alleged cases of child abuse or neglect are immediately reported to the DIRECTOR and to the appropriate authorities as required by law and in conformity with the procedures detailed in Chapter 261 of the Texas Family Code. CONTRACTOR shall ensure that its employees are properly trained in the reporting requirements and procedures of Chapter 261 of the Texas Family Code.

3.7 Acknowledgements and Assurances.

3.7.1 CONTRACTOR acknowledges and agrees that COUNTY is under no obligation to place any child or children with CONTRACTOR and this Contract shall not be so construed.

3.7.2 CONTRACTOR acknowledges and agrees that the COUNTY may, at its discretion, remove any child placed pursuant to this Contract, at any time. The COUNTY will notify CONTRACTOR in a timely manner prior to the removal of a child except in instances where, in the COUNTY'S judgment, such notification may result in risk to the child's health, safety or welfare.

3.7.3 The parties acknowledge and agree that the CONTRACTOR is under no obligation to accept a child who is deemed by CONTRACTOR to be inappropriate for placement with CONTRACTOR.

3.7.4 Under Section 231.006, Texas Family Code, CONTRACTOR certifies that CONTRACTOR is not ineligible to receive state funds under this contract and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

IV. COMPENSATION, BILLING, AND PAYMENT

4.1 **Fees.** For and in consideration of the satisfactory performance of the services described in Attachment A, Scope of Services, by CONTRACTOR pursuant to the terms of this Agreement, COUNTY shall pay CONTRACTOR in accordance with the Fee Schedule which is attached hereto as Attachment B and made a part hereof.

4.2 Satisfactory Completion of Services. COUNTY shall not be responsible for the costs of any services under this Agreement that are not performed to COUNTY'S satisfaction and given COUNTY'S approval, which shall not be unreasonably withheld. COUNTY'S obligation to make any payment to CONTRACTOR is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in CONTRACTOR'S profession.

4.3 Timely Payment. The COUNTY shall pay CONTRACTOR within thirty (30) days after the receipt of a complete and correct invoice by the COUNTY Juvenile Probation Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code

4.4 Overpayment. CONTRACTOR shall refund to COUNTY any money which has been paid to CONTRACTOR by COUNTY, which COUNTY determines has resulted in overpayment to CONTRACTOR. Such refund shall be made by CONTRACTOR to COUNTY within thirty (30) days after the refund is requested by COUNTY. If COUNTY enters into any subsequent Agreement with CONTRACTOR and CONTRACTOR fails to refund any money owed to COUNTY within thirty (30) days of request, COUNTY may offset the difference against the next advance or payment payable to CONTRACTOR

4.5 Taxpayer Identification. CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Agreement funds are payable.

4.6 Delinquent Property Taxes. Notwithstanding anything to the contrary herein, if the CONTRACTOR is delinquent in the payment of property taxes at the time of invoicing, the CONTRACTOR hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

4.7 Disbursements to Persons with Outstanding Debts to Other Governmental Bodies. If notice of indebtedness has been filed with the County Auditor evidencing the indebtedness of a person to the state, the county, or a salary fund, a warrant may not be drawn on a County fund in favor of a person, or an agent or assignees of a person, until the person owing the debt is notified that the debt is outstanding and the debt is paid.

4.8 Period of Services. COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the term of this Agreement.

4.9 Exemption from County Purchasing Act. Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

4.10 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of COUNTY, COUNTY may terminate this Contract after giving CONTRACTOR 20 days written notice that this Contract is terminated due to the failure to fund it.

4.11 Invoicing. Payment is to be made monthly; CONTRACTOR shall submit an invoice no later than ten (10) days from the last day of the month for which payment is being requested. The invoice shall include such information as may be required by COUNTY, including at a minimum the following information with regard to each child for whom payment is requested:

- 4.11.1 the name of the child;
- 4.11.2 the dates (in chronological order) upon which services were provided;
- 4.11.3 the total number of days for which payment is being requested;
- 4.11.4 the daily rate applicable to the services provided;
- 4.11.5 the total amount being requested.

Original invoices shall be sent to: Financial Services - 2515 South Congress Av. - Austin, Texas 78704

V.

RECORDS, CONFIDENTIALITY AND ACCESS

5.1 Monitoring. COUNTY reserves the right to perform periodic on-site monitoring of CONTRACTOR's compliance with the terms of this contract, and of the adequacy and timeliness of CONTRACTOR's performance under this contract. After each monitoring visit, COUNTY shall provide CONTRACTOR with a written report of the monitor's findings. If the report notes deficiencies in CONTRACTOR's performance under the terms of this contract, it shall include requirements and deadlines for the correction of those deficiencies by CONTRACTOR. CONTRACTOR shall take action specified in the monitoring report prior to the deadlines specified.

5.2 Confidentiality. CONTRACTOR shall establish a method to ensure the confidentiality of records and other information relating to the child according to applicable federal and state law, rules and regulations, and applicable professional ethical standards. This provision shall not limit COUNTY's right of access to the child's case records or other information relating to children served under this Contract.

5.3 Program Evaluation. CONTRACTOR shall permit COUNTY to examine and evaluate its program of services provided under the terms of this Contract and to review records of any child placed by COUNTY. This examination and evaluation of the program shall include unscheduled site visitations, observation of programs in operation, interviews, and administration of questionnaires to the staff of the CONTRACTOR and the child. Consistent with Chapter 611 of the Texas Health and Safety Code, COUNTY may interview and examine the records of any psychologist(s) working with children placed by COUNTY with CONTRACTOR, and consulting with or working for CONTRACTOR.

5.4 Forms. CONTRACTOR shall provide to COUNTY such descriptive information of the program and children placed by COUNTY as requested on forms provided by COUNTY.

5.5 Access to Records. CONTRACTOR agrees to maintain and make available for inspection, audit or reproduction by an authorized representative of either COUNTY or the State of Texas, books, documents and other evidence pertaining to the service provision, cost and expenses of this Contract, hereinafter called the "Records". As used in the preceding sentence, the term "Records" includes financial records, child care records, special treatment records, and any and all other books, documents and evidence connected with the provision of child placement, child care and special treatment services.

5.6 Records Maintenance. CONTRACTOR agrees to maintain these Records for three (3) years after final payment or until the State-approved audit has been made and all questions therefrom are resolved.

5.7 Evaluation from other sources. Contractor must notify County within 48 hours of receipt of any evaluation or monitoring report that requires corrective action or results in a loss of funding for Contractor. CONTRACTOR shall provide COUNTY with copies of all evaluation and monitoring reports concerning RESIDENTIAL Treatment services provided at Avalon Center, Inc., that are received from other funding sources, and which CONTRACTOR is authorized by such funding sources to provide, during the agreement period within twenty (20) working days after receipt of the report and after Contractor receives authorization to release the report, whichever is later.

VI MODIFICATIONS/AMENDMENTS & DISPUTES

6.1 Amendments/Modifications. Unless specifically provided otherwise in this contract, any change to the terms of this contract or any attachments to it shall be made in writing and signed by both parties.

6.1.1 It is acknowledged by Contractor that no officer, agent, employee or representative of County has any authority to change the terms of this contract or any attachments to it **unless expressly granted that authority by the Commissioners Court.**

6.1.2 Contractor shall submit all requests for alterations, additions or deletions of the terms of this contract or any attachment to it to the **Travis County Purchasing Agent** with a copy to the Director.

6.1.3 If the requested change falls outside of the authority granted to the **Purchasing agent**, than upon approval of the **DIRECTOR** your request will be presented to the **Commissioners Court** for Consideration.

6.2 Disputes and Appeals. The Purchasing Agent acts as the County representative in the issuance and administration of this contract. Any document, notice, or correspondence not issued by or to the Purchasing Agent is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

6.2.1 Dispute Resolution. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or person appointed by a court of competent jurisdiction for mediation as described in the Tex. Civ. Prac. And Rem. Code, 154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in Tex. Civ. Prac. And Rem Code 154.073, unless both parties agree, in writing, to waive the confidentiality.

VII. OTHER PROVISIONS

7.1 Fee Assessment. Children placed by COUNTY or their families shall not be assessed fees for services by the CONTRACTOR unless arrangements are specified by the Court. This does not preclude reasonable attempts to seek voluntary contribution from families of COUNTY-placed children for donations of clothing, personal articles, and funds to assist in supporting a youth's rehabilitation.

7.2 Independent Contractor. In the performance of all services under this Contract, CONTRACTOR is at all times acting as an independent contractor engaged in the delivery of residential care services. Neither CONTRACTOR nor CONTRACTOR'S personnel shall be considered employees, agents, partners, joint venturers, ostensible or apparent agents, servants, or borrowed servants of COUNTY.

7.3 Officials not to benefit. No officer, member or employee of COUNTY and no member of its governing body, and no other public officials of the governing body of the locality or localities in which the facility is situated or services are being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of services under this contract, shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

7.4 County Purchasing Act. Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Travis County Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

7.5 Entire Agreement.

7.5.1 Entire Agreement. All written or oral agreements between the parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

7.5.2 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by CONTRACTOR in accordance with all the provisions of this Agreement.

7.5.2.1 Attachment A – Scope of Services

7.5.2.2 Attachment B – Fee Schedule

7.5.2.3 Attachment C – Insurance Requirements

7.5.2.4 Attachment D – Ethics Affidavit including:

Exhibit 1 - List of Key Contracting Persons

Exhibit 2 – Disclosure

7.5.2.5 Attachment E – Conflict of Interest Questionnaire

7.5.2.6 Attachment F- Service Levels Descriptions – State Requirements

7.6 Assignment. Neither this agreement nor any duties or obligations hereunder shall be assignable by CONTRACTOR without the prior written consent of COUNTY. In the event of an assignment by CONTRACTOR to which COUNTY has consented, the assignee or his legal representatives shall agree in writing with COUNTY to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

7.7 Applicable Law. The parties expressly acknowledge and agree that COUNTY and CONTRACTOR shall comply with the Constitution of the United States and the State of Texas and all federal, state, county, and city laws, rules, orders, ordinances and regulations applicable to performance of this Agreement. Nothing herein shall alter the duty of the parties to comply with applicable requirements of law.

7.7.1 Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

7.7.2 Law and Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be in the City of Austin, Travis County.

7.7.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

7.8 RESERVED

7.9 Suspension. If CONTRACTOR fails to comply with any provision herein, COUNTY may, upon written notification to CONTRACTOR, suspend this Agreement in whole or in part and withhold further payments to CONTRACTOR, until CONTRACTOR is in compliance with the terms of this Agreement or Agreement is terminated as provided herein.

7.10 Notice.

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

7.10.2 County Address. The address of County for all purposes under this Agreement shall be:

Cyd Grimes, C.P.M. (or her successor)
Travis County Purchasing Agent
P. O. Box 1748
Austin, Texas 78767

With copies to (registered or certified mail with return receipt is not required):
and:

Chief Juvenile Probation Officer Estela P. Medina (or his successor)
Travis County Juvenile Probation Department
P. O. Box 1748
Austin, Texas 78767

7.10.3 **Contractor Address.** The address of CONTRACTOR for all purposes under this Agreement and for all notices hereunder shall be:

Avalon Center, Inc.
480 Hwy 7
Eddy, Texas 76524

7.10.4 **Change of Address.** Each party may change the address for notice to it by giving written notice of the change in compliance with Section 7.10. Any change in the address shall be reported within fifteen (15) days of the change.

7.11 **Headings.** The headings of the several sections, subsections and paragraphs set forth in this Contract are inserted for convenience or reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

7.12 **Non-Waiver of Default**

7.12.1 No payment, act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of CONTRACTOR which then exists or may subsequently exist.

7.12.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

7.12.3 No payment, act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of CONTRACTOR which then exists or may subsequently exist.

7.13 **Contract/agreement.** As used in this document, the terms "Contract" and "Agreement" are synonymous.

7.14 **Forfeiture of contract.** If the CONTRACTOR has done business with a key person as listed in "Exhibit 1" to the affidavit attached as "Attachment D", during the 365 day period immediately prior to the date of execution of this Contract by the CONTRACTOR or does business with any such key person at any time after the date of execution of this Contract by the CONTRACTOR and prior to full performance of this Contract, the CONTRACTOR shall forfeit all benefits of this Contract and the COUNTY shall retain all performance by the CONTRACTOR and recover all consideration, or value of all consideration, paid to the CONTRACTOR pursuant to this Contract provided, however, that this section may be waived by the Travis County Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

7.15 Indemnity, hold harmless, and claims.

7.15.1 CONTRACTOR shall indemnify, save and hold harmless COUNTY, its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the acts or omissions of CONTRACTOR, its agents, servants, employees, consultants, or invitees, in the execution or performance of this Contract..

7.15.2 In the event that any claim, demand, suit or other action is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY, CONTRACTOR shall give written notice to COUNTY of any such claim, demand, suit or other action within three (3) working days after being notified of such claim, demand, suit or other action or the threat thereof; the name and addresses of the person, firm, corporation or other entity making or threatening to make such claim, or that instituted or threatened to institute any type of action or proceeding; the basis of such claim, action or proceeding, and the court, if any, where such claim, action or proceeding was instituted, and the name or names of any persons against whom such claim is being made or threatened. Such written notice shall be given as is shown in Section 7.10 (NOTICES) hereof.

7.16 **Insurance.** Contractor shall have, Standard Insurance sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor, Supplemental Insurance Requirements or alternate insurance options as set forth in Attachment C "Insurance Requirements," may be imposed.

7.17 Accounting, Reporting, Auditing Requirements.

7.17.1 **State funds.** County shall notify Contractor when state funds are used to pay for services.

7.17.2 **Accounting.** Contractor agrees to utilize generally accepted accounting principles and to account separately and individually for the receipt and expenditure of all funds received from County under this Contract. If Contractor is paid from state funds, Contractor agrees to account separately and individually for the receipt and expenditure of state funds received from County under this Contract.

7.17.3 **Financial Reporting.** Upon request, Contractor shall provide County copies of profit and loss statements, annual financial statements, audit reports, and other financial records and reports that may be requested by County. County shall have the right to conduct on-site review of Contractor's financial records and source documents.

7.17.4 **Auditing.** Contractor agrees to provide County an independent financial audit of all state funds received under this Contract at least once a year. The audit shall be prepared in accordance with Generally Accepted Auditing Standards and any other audit requirements of County or TJPC.

7.17.5 **Monitoring.** County shall have the right to conduct periodic financial and programmatic monitoring of Contractor. Contractor agrees to cooperate fully with County's monitoring activities.

7.18 CONFLICT OF INTEREST.

7.18.1 Personal and Financial Interests Prohibited. Contractor shall ensure that no person who is an employee, agent, consultant, officer, or elected or appointed official of Contractor who exercises or has exercised any functions or responsibilities with respect to activities performed pursuant to this Contract or who is in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect to it, or the proceeds under it, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

7.18.2 The Contractor shall complete the Conflict of Interest Questionnaire attached to this Contract as Attachment E. Within seven (7) days of executing this Contract, the Contractor shall file the Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, 78751. The Contractor shall update this Questionnaire, as required by Chapter 176 of the Local Government Code, by September 1, 2008, and each year thereafter for the duration of this Contract. In addition, if any statement on this submitted Questionnaire becomes incomplete or inaccurate, the Contractor shall submit an updated Questionnaire. The Contractor should note that the law requires the County to provide access to this Questionnaire on the official Travis County Internet website.

7.19 DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both parties; as of the later date set forth below.

AVALON CENTER, INC.

TRAVIS COUNTY:

BY: Michelle Soliz

BY: _____

Printed Name: Michelle Soliz

Samuel T. Biscoe
Travis County Judge

Title: Executive Director
Authorized Representative

Date: _____

Date: 4-29-08

Approved as to Form By:

Jim Connolly
Assistant County Attorney

Funds Verified By:

VERIFICATION FORM
County Auditor

Approved by Purchasing:

Cyd V. Grimes 5/12/08
Cyd Grimes, C.P.M., Purchasing Agent

Attachment A
Scope of Services

1. **Placement Objective.** The objective of placement with the CONTRACTOR is to protect the well-being of the child, to enhance the child's functional abilities in a residential care setting, and to achieve the goals of the child's Individual Service Plan through the provision of the following services, as appropriate:

- 1.1 Basic child care which ensures the health and safety of the child;
- 1.2 Appropriate educational, recreational and vocational activities;
- 1.3 Behavior management, diagnostic services, and medically necessary health care services.

2. **Services to be Provided.** CONTRACTOR shall provide the following services to each child placed by the COUNTY to the extent that such services are permitted within CONTRACTOR'S license, as certified by the Travis County Juvenile Probation Department, and consistent with the child's Individualized Service Plan:

- 2.1 Basic residential child care services, including food and snacks, room (rent, utilities, maintenance, telephone, and miscellaneous), clothing, personal hygiene items, haircuts, local transportation, school supplies.
- 2.2 Educational and vocational activities.
- 2.3 Recreational activities.
- 2.4 Special treatment services, including behavior management, diagnostic services, psychological counseling, and psychiatric consultation.
- 2.5 Medically necessary health care services.
- 2.6 Other services described in this contract or described in CONTRACTOR'S licensing study.

3. CONTRACTOR shall provide all services in a manner which safeguards the health, welfare, and safety of the children to the maximum extent possible, and in the least restrictive setting possible.

4. Residential care shall be provided by professional staff that possesses the required qualifications for performing designated job functions. CONTRACTOR shall verify and disclose, or cause its employees and volunteers to verify and disclose, criminal history and any current criminal indictment for an offense against the person, an offense against the family, an offense involving public indecency under the Texas Penal Code as amended, or an offense under the Texas Controlled Substances Act, Chapter 481 of the Texas Health and Safety Code or comparable provisions in another state. This verification and disclosure shall be required for all staff having direct contact with COUNTY-placed children.

Don Travis County Don

p. 315 of 447

9 CONTRACTOR must provide at least ten (10) calendar days notice before discharging a child except
when the child is a danger to self or others.

10 CONTRACTOR shall immediately notify the DIRECTOR when it is determined that a child placed with the CONTRACTOR by COUNTY is a danger to self or others and requires placement in another setting.

11 CONTRACTOR shall immediately notify the DIRECTOR when a child placed by COUNTY requires hospitalization.

12 CONTRACTOR shall notify the DIRECTOR immediately of any serious incident, illness, or unauthorized departure involving children placed by COUNTY. This notification is in addition to any other notifications required by CONTRACTOR's specific license to operate.

13 CONTRACTOR shall not use mechanical restraints on a child placed by COUNTY without prior written authorization from a physician except in life-threatening situations. Restraint shall be used only when necessary. The method of restraint used shall be in accordance with applicable licensing standards. The prior authorization or life-threatening situation must be documented in writing.

14 CONTRACTOR shall complete and submit Medicaid application upon initial date of placement to ensure the child's eligibility for Medicaid. CONTRACTOR is responsible for filing Medicaid paperwork within applicable deadlines. The COUNTY will not subsidize Medicaid payments or be responsible for medical expenses for a child who is Medicaid Eligible.

15. **PERFORMANCE MEASURES**

15.1 **Output Measures.** Contract output shall be measured by CONTRACTOR'S satisfactory delivery of the promised services in accordance with the terms and conditions of the Contract, including, but not limited to, the following:

15.1.1 Provision of quality residential child care which ensures the health and safety of the child;

15.1.2 Provision of appropriate educational, recreational, and vocational activities;

15.1.3 Provision of behavior management, diagnostic services, and medically necessary health care services;

15.1.4 Maintenance of an Individual Service Plan for each child;

15.1.5 Preparation and delivery of a written progress report on each child's progress toward or achievement of goals/objectives contained in the ISP on a monthly basis;

15.1.6 Creation, preservation and maintenance of Records as required by the Contract;

15.1.7 Compliance with all applicable state, federal and local laws, rules, regulations, licensing requirements, and Level of Care standards;

15.1.8 Compliance with all terms and conditions of this Contract.

15.2 Outcome Measures. The outcome of CONTRACTOR'S service delivery shall be measured by the percentage of children under its care that are considered to have made progress toward their goals.

15.2.1 Goals. The Individual Service Plan for each child shall contain specific behavioral goals that are appropriate to the child and the services to be provided under the applicable level of care. The following nine domains should be used in setting the behavioral goals. A child is not required to have a goal in each domain; however, a child may have one or more different goals within the same domain.

15.2.1.1 Medical Domain. The medical domain is related to a child's physical health. It includes, but is not limited to, medication management, medication monitoring, and management of acute and chronic medical conditions.

15.2.1.2 Safety and Security Domain. The safety and security domain is characterized by the absence of harm to self and others and safety to self, others, and community. This domain includes, but is not limited to, self-harm, aggression, and destructive acts.

6.2.1.3 Recreational Domain. The recreational domain involves the child's ability to choose and participate in age-appropriate play and activities. This domain includes, but is not limited to, hobbies and sports.

15.2.1.4 Education Domain. The educational domain is related to a child's performance, progress, and conduct in the most appropriate and least restrictive academic or vocational setting.

15.2.1.5 Mental/Behavioral Health Domain. The mental/behavioral health domain refers to the behavioral and emotional functioning of the child, as well as any psychiatric symptomatology that may be present.

15.2.1.6 Relationship Domain. The relationship domain is characterized by, but is not limited to, a child's ability to trust, to form positive relationships, to function well as part of a family unit, as well as by the development and maintenance of age-appropriate social relationships.

15.2.1.7 Socialization Domain. The socialization domain is characterized by, but is not limited to, age-appropriate social behavior, problem solving, and social skills in various social settings.

15.2.1.8 Permanence Domain. The permanence domain is characterized by a child moving out of a substitute care system and remaining in the least restrictive environment in the community.

15.2.1.9 Parent and Child Participation Domain. The parent and child participation domain involves, but is not limited to, both the parent's and child's general satisfaction with services, their relationship with service providers, their participation in the Individualized Service Plan, and improvement in the relationship between the child and parents.

15.2.2 Measurement of Progress Toward Goals.

15.2.2.1 The six-point scale below shall be used to measure the child's progress towards the achievement of each goal contained in the Individual Service Plan.

- +3 Goal achieved and maintained,
- +2 Substantial improvement in behavior identified in the goal,
- +1 Some improvement in behavior identified in the goal,
- 0 No decline or improvement in behavior identified in the goal,
- 1 Some worsening in behavior identified in the goal; and
- 2 Substantial worsening in behavior identified in the goal.

15.2.2.2 The child's progress will be assessed on each identified goal within the nine specified domains. If the child has shown improvement in 50% or more of the identified goal(s) as measured by a positive rating (+1, +2, or +3) during the monitoring period, the child will be considered to be progressing toward the goal(s).

15.3 Sanctions. If CONTRACTOR fails to achieve the defined goals, outcomes, strategies and outputs set by COUNTY or if CONTRACTOR fails to comply with the terms and conditions of this Contract, COUNTY may, at its discretion, take any one or more of the following actions:

15.3.1 cease placement of children;

15.3.2 remove children previously placed by COUNTY;

15.3.3 require CONTRACTOR to take specific corrective actions in order to comply with terms and conditions of the Contract;

15.3.4 suspend the contract in whole or in part until such time as CONTRACTOR is in compliance with all of the terms and conditions of the Contract;

15.3.5 terminate the contract;

15.3.6 exercise any other rights or remedies which may be available to COUNTY, at law or in equity.

**ATTACHMENT B
FEE SCHEDULE**

1.0 For and in consideration of the satisfactory performance of the services described in Attachment A - Scope of Services and Contractor's compliance with the terms and conditions of this Contract, County shall pay Contractor a daily reimbursement for each child placed by County and receiving services from Contractor in accordance with this Contract. The amount of daily reimbursement shall be based upon the TJPC (Texas Juvenile Probation Commission) and the Texas Department of Families and Protective Services (TDFPS) Level of Care provided. The amount of daily reimbursement shall be in accordance with TJPC-approved Title IV-E Foster Care Payment Rates in effect at the time the services are provided.

**RESIDENTIAL TREATMENT SERVICES
FY08-09 Approved Rates**

| No. | Description | Item Number (HTE) | Current State Rate Cost p/day |
|-----|---|----------------------|----------------------------------|
| 1 | Emergency Shelter | 95202500026 | \$106.22 |
| 2 | (Emergency Shelter) Runaway/Diversion Svcs | 95202500027 | \$91.00 |
| 3 | FC-CPA – LOC BASIC (Basic CPA) | 95202500044 | \$38.59 |
| 4 | FC-CPA-LOC MODERATE (Moderate CPA) | 95202500046 | \$70.22 |
| 5 | FC-FACILITY-LOC MODERATE (Moderate Facility) | 95202500047 | \$87.99 |
| 6 | FC-CPA-LOC SPECIALIZED (Specialized CPA) | 95202500048 | \$93.54 |
| 7 | FC-FACILITY-LOC SPECIALIZED (Specialized Facility) | 95202500049 | \$126.49 |
| 8 | FC-FACILITY – LOC INTENSE (Intense Facility) | 95202500050 | \$222.19 |

***State rates are subject to change on an annual basis, Travis County reserves the right to update the rates annually according to the state mandate.**

2. In addition to daily reimbursement as set out in this Fee Schedule, Attachment B, COUNTY shall reimburse CONTRACTOR for expenditures made for medical care and dental care for children placed by COUNTY if: (1) the medical care or dental care is not covered by Medicaid or other funding source, and (2) the expenditures are approved by COUNTY prior to the expenditures being made. Provided, however, that if prior approval is not possible or is impractical due to the immediate, urgent, or emergency nature of the need for medical or dental care, CONTRACTOR shall notify COUNTY of such expenditure(s) by the next working day.

3. Recognizing that a part of a child's rehabilitation program may include time away from the residential setting of CONTRACTOR such as weekends, holidays, etc., and that CONTRACTOR must retain space for this child until his/her return, COUNTY will pay CONTRACTOR the applicable daily reimbursement rate contained in the Rate Schedule for such regularly scheduled days away from CONTRACTOR or its program providing they do not exceed ten (10) days at any one time.

4. If a child makes an unauthorized departure from CONTRACTOR'S facility, CONTRACTOR shall notify the DIRECTOR immediately. If the child returns to CONTRACTOR within ten (10) days or prior to the last billing day of the month, whichever shall occur first, and CONTRACTOR again accommodates the child upon his/her return in accordance with the terms and conditions of this Contract, then CONTRACTOR shall receive payment for those days the child was absent from CONTRACTOR'S facility, but not to exceed ten (10) days' payment. CONTRACTOR is under no obligation to retain space for the child in unauthorized departure situations.

5. In no event shall Sections 2 and 4 be construed to allow the CONTRACTOR to impose double billing on the COUNTY or to require the COUNTY, for any given day, to pay twice for the same space at CONTRACTOR'S facility.

ATTACHMENT C
INSURANCE REQUIREMENTS

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

I. General Requirements Applicable to All Contractors' Insurance.

The following requirements apply to the Contractor and to Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.

B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.

C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.

D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.

E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.

F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.

G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.

H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.

I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

J. Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

II. Specific Requirements

The following requirements (II.A - II.E, inclusive) apply to the Contractor and Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are:
 - \$500,000 bodily injury each accident
 - \$500,000 bodily injury by disease
 - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County and City of Austin:
 - a. Waiver of Subrogation (Form 420304)
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limit:
 - \$500,000* per occurrence for coverage A and B with a
 - \$1,000,000 policy aggregate
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket contractual liability for this Contract
 - b. Independent Contractor Coverage
3. The Policy shall also include the following endorsements in favor of Travis County
4.
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. Travis County named as additional insured (Form CG 2010)

* **Supplement Insurance Requirement** If child care, or housing arrangements for clients is provided, the required limits shall be:

- \$ 1,000,000 per occurrence with a
- \$ 2,000,000 policy aggregate

ATTACHMENT D
ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 4-29-08
Name of Affiant: Michelle Soliz
Title of Affiant: Executive Director
Business Name of Proponent: Arden Center Inc
County of Proponent: FALLS

Affiant on oath swears that the following statements are true:

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

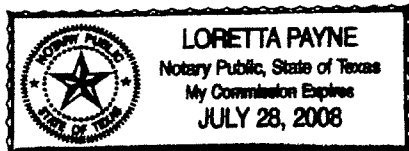
Michelle Soliz
Signature of Affiant

480 Hwy 7 Eddy TX 76524
Address

SUBSCRIBED AND SWORN TO before me by Michelle Soliz on April 29, 2008

Loretta Payne

Notary Public, State of Texas



Typed or printed name of notary

My commission expires: 7/28/08

C. Business Automobile Liability Insurance[†]

1. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$300,000* per occurrence
2. Policy shall also include the following endorsements in favor of Travis County
 - a. Waiver of Subrogation (Form TE 2046A)
 - b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
 - c. Travis County named as additional insured (Form TE 9901B)

[†] **Alternative Insurance Requirement**

If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of

\$ 100,000/\$300,000/\$50,000

may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

1. Coverage shall be provided with a minimum limit of \$1,000,000 per claim /\$3,000,000 aggregate to cover injury to a child while the child is in the care of Contractor or Subcontractor and to cover negligent acts, sexual harassment, errors, or omissions arising out of Professional Services under this Contract.

2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date this Contract is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting dates.

3. Subcontractor(s) who are not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

3.1 Minimum Limit: \$ 1,000,000 per Occurrence/ \$3,000,000 aggregate

E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than \$5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.

2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
April 15, 2008

CURRENT

| <u>Position Held</u> | <u>Name of Individual Holding Office/Position</u> | <u>Name of Business Individual is Associated</u> |
|---|---|--|
| County Judge..... | Samuel T. Biscoe | |
| County Judge (Spouse) | Donalyn Thompson-Biscoe.... | MHMR |
| Executive Assistant | Cheryl Brown | |
| Executive Assistant | Nicole Grant* | |
| Executive Assistant | Melissa Velásquez | |
| Commissioner, Precinct 1 | Ron Davis | |
| Commissioner, Precinct 1 (Spouse)..... | Annie Davis | Seton Hospital |
| Executive Assistant | Chris Fanuel | |
| Executive Assistant | Felicitas Chavez | |
| Commissioner, Precinct 2 | Sarah Eckhardt | |
| Commissioner, Precinct 2 (Spouse)..... | Kurt Sauer | Daffer McDonald, LLP |
| Executive Assistant | Loretta Farb | |
| Executive Assistant | Sandra Ramos | |
| Executive Assistant | Peter Einhorn | |
| Commissioner, Precinct 3 | Gerald Daugherty | |
| Commissioner, Precinct 3 (Spouse)..... | Charlyn Daugherty | Commemorative Brands, Inc. |
| Executive Assistant | Robert Moore | |
| Executive Assistant | Martin Zamzow | |
| Commissioner, Precinct 4 | Margaret Gomez | |
| Executive Assistant | Edith Moreida | |
| Executive Assistant | Norma Guerra | |
| County Treasurer..... | Dolores Ortega-Carter | |
| County Auditor | Susan Spataro | |
| Executive Manager, Administrative | Alicia Perez | |
| | Christian Smith | |
| Executive Manager, Budget & Planning .. | Danny Hobby | |
| Exec Manager, Emergency Services | Sherri E. Fleming | |
| Exec Manager, Health/Human Services.. | Joseph Gieselman | |
| Executive Manager, TNR | Roger Jeffries* | |
| Exec Manager, Criminal Justice Planning | | |
| Travis County Attorney | David Escamilla | |
| First Assistant County Attorney | Randy Leavitt | |
| Executive Assistant, Civil Division | Jim Collins | |
| Director, Transactions Division . | John Hille | |
| Attorney, Transactions Division . | Tamara Armstrong | |
| Attorney, Transactions Division . | Daniel Bradford* | |
| Attorney, Transactions Division . | Mary Etta Gerhardt | |
| Attorney, Transactions Division . | Barbara Wilson | |
| Attorney, Transactions Division . | Jim Connolly | |
| Attorney, Transactions Division . | Tenley Aldredge | |
| Attorney, Transactions Division . | Julie Joe | |
| Attorney, Transactions Division . | Christopher Gilmore* | |
| Attorney, Transactions Division . | Stacy Wilson | |
| Attorney, Transactions Division . | Sarah Churchill* | |
| Purchasing Agent | Cyd Grimes, C.P.M. | |
| Assistant Purchasing Agent | Marvin Brice, CPPB | |
| Assistant Purchasing Agent..... | Bonnie Floyd, CPPO, CPPB, CTPM | |

CURRENT - continued

| <u>Position Held</u> | <u>Name of Individual Holding Office/Position</u> | <u>Name of Business Individual is Associated</u> |
|-----------------------------------|---|--|
| Purchasing Agent Assistant IV .. | Diana Gonzalez | |
| Purchasing Agent Assistant IV .. | Lee Perry | |
| Purchasing Agent Assistant IV .. | Jason Walker | |
| Purchasing Agent Assistant IV .. | Richard Villareal | |
| Purchasing Agent Assistant IV .. | Oralia Jones, CPPB | |
| Purchasing Agent Assistant IV .. | Lori Clyde, CPPB | |
| Purchasing Agent Assistant IV .. | Vacant | |
| Purchasing Agent Assistant IV .. | Jorge Talavera, CPPB | |
| Purchasing Agent Assistant III... | Vania Ramaekers | |
| Purchasing Agent Assistant III... | Michael Long, CPPB | |
| Purchasing Agent Assistant III... | Rebecca Gardner | |
| Purchasing Agent Assistant III... | Rosalinda Garcia | |
| Purchasing Agent Assistant III... | Loren Breland | |
| Purchasing Agent Assistant II.... | Donald E. Rollack | |
| Purchasing Agent Assistant II.... | Nancy Barchus, CPPB | |
| HUB Coordinator | Sylvia Lopez | |
| HUB Specialist. | Betty Chapa | |
| HUB Specialist. | Jerome Guerrero | |
| Purchasing Business Analyst | Scott Worthington | |

DEPARTMENT EMPLOYEES

| | |
|--|---------------------|
| Deputy Chief Juvenile Court..... | Barbara Swift |
| Chief Juvenile Probation officer | Estela P. Medina |
| JP - Financial Manager | Sylvia Mendoza |
| JP - Financial Analyst Senior..... | Michael Williams |
| JP – Division Director..... | Gail Penny-Chapmond |
| JP- Accountant Lead | Gwen Carroll |
| JP-COPE Program Coordinator | Linda Duke |

FORMER EMPLOYEES

| <u>Position Held</u> | <u>Name of Individual Holding Office/Position</u> | <u>Date of Expiration</u> |
|---------------------------------------|---|---------------------------|
| Attorney, Transactions Division | Tom Nuckols | 05/15/08 |
| Purchasing Agent Assistant IV | Vic Chanmugam, C.P.M..... | 02/07/09 |
| Executive Assistant | Dan Smith | 02/15/09 |

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

ATTACHMENT E

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes

☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Michelle Soliz

Signature of person doing business with the governmental entity

4-29-08

Date

Adopted 06/29/07

EXHIBIT 2
DISCLOSURE

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

None by Michelle Soliz

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

ACHMENT F

Service Level Descriptions

TJPC-FED-28-04

TJPC-FED-28-04 - Service Level Descriptions

This document is also available in the web site for the Texas Department of Family and Protective Services.

Texas Dept of Family
and Protective Services

Form 2282cx
May 2006

§700.2301. What is the description of the Basic Service Level?

The Basic Service Level consists of a supportive setting, preferably in a family, that is designed to maintain or improve the child's functioning, including:

- (1) routine guidance and supervision to ensure the child's safety and sense of security;
- (2) affection, reassurance, and involvement in activities appropriate to the child's age and development to promote the child's well-being;
- (3) contact, in a manner that is deemed in the best interest of the child, with family members and other persons significant to the child to maintain a sense of identity and culture; and
- (4) access to therapeutic, habilitative, and medical intervention and guidance from professionals or paraprofessionals, on an as-needed basis, to help the child maintain functioning appropriate to the child's age and development.

§700.2303. What are the characteristics of a child that needs the Basic Service Level?

A child needing basic services is capable of responding to limit-setting or other interventions. The children needing basic services may include:

- (1) a child whose characteristics include one or more of the following:
 - (A) transient difficulties and occasional misbehavior;
 - (B) acting out in response to stress, but episodes of acting out are brief; and
 - (C) behavior that is minimally disturbing to others, but the behavior is considered typical for the child's age and can be corrected.
- (2) a child with developmental delays or mental retardation whose characteristics include minor to moderate difficulties with conceptual, social, and practical adaptive skills.

§700.2321. What is the description of the Moderate Service Level?

- (a) The Moderate Service Level consists of a structured supportive setting, preferably in a family, in which most activities are designed to improve the child's functioning including:
 - (1) more than routine guidance and supervision to ensure the child's safety and sense of security;
 - (2) affection, reassurance, and involvement in structured activities appropriate to the child's age and development to promote the child's well-being;
 - (3) contact, in a manner that is deemed in the best interest of the child, with family members and other persons significant to the child to maintain a sense of identity and culture; and
 - (4) access to therapeutic, habilitative, and medical intervention and guidance from professionals or paraprofessionals to help the child attain or maintain functioning appropriate to the child's age and development.
- (b) In addition to the description in subsection (a) of this section, a child with primary medical or habilitative needs may require intermittent interventions from a skilled caregiver who has demonstrated competence.

§700.2323. What are the characteristics of a child who needs the Moderate Service Level?

A child needing moderate services has problems in one or more areas of functioning. The children needing moderate services may include:

- (1) a child whose characteristics include one or more of the following:
 - (A) frequent non-violent, anti-social acts;
 - (B) occasional physical aggression;
 - (C) minor self-injurious actions; and
 - (D) difficulties that present a moderate risk of harm to self or others.
- (2) a child who abuses alcohol, drugs, or other conscious-altering substances whose characteristics include one or more of the following:
 - (A) substance abuse to the extent or frequency that the child is at-risk of substantial problems; and
 - (B) a historical diagnosis of substance abuse or dependency with a need for regular community support through groups or similar interventions.
- (3) a child with developmental delays or mental retardation whose characteristics include:
 - (A) moderate to substantial difficulties with conceptual, social, and practical adaptive skills to include daily living and self-care; and
 - (B) moderate impairment in communication, cognition, or expressions of affect.
- (4) a child with primary medical or habilitative needs, whose characteristics include one or more of the following:
 - (A) occasional exacerbations or intermittent interventions in relation to the diagnosed medical condition;
 - (B) limited daily living and self-care skills;
 - (C) ambulatory with assistance; and
 - (D) daily access to on-call, skilled caregivers with demonstrated competency.

§700.2341. What is the description of the Specialized Service Level?

- (a) The Specialized Service Level consists of a treatment setting, preferably in a family, in which caregivers have specialized training to provide therapeutic, habilitative, and medical support and interventions including:
 - (1) 24-hour supervision to ensure the child's safety and sense of security, which includes close monitoring and increased limit setting;
 - (2) affection, reassurance, and involvement in therapeutic activities appropriate to the child's age and development to promote the child's well-being;
 - (3) contact, in a manner that is deemed in the best interest of the child, with family members and other persons significant to the child to maintain a sense of identity and culture; and
 - (4) therapeutic, habilitative, and medical intervention and guidance that is regularly scheduled and professionally designed and supervised to help the child attain functioning appropriate to the child's age and development.
- (b) In addition to the description in subsection (a) of this section, a child with primary medical or habilitative needs may require regular interventions from a caregiver who has demonstrated competence.

700.2343 What are the characteristics of a child that needs the Specialized Service Level?

A child needing specialized services has severe problems in one or more areas of functioning. The children needing specialized services may include:

- (1) a child whose characteristics include one or more of the following:
 - (A) unpredictable non-violent, anti-social acts;
 - (B) frequent or unpredictable physical aggression;
 - (C) being markedly withdrawn and isolated;
 - (D) major self-injurious actions to include recent suicide attempts; and
 - (E) difficulties that present a significant risk of harm to self or others.

- (2) a child who abuses alcohol, drugs, or other conscious-altering substances whose characteristics include one or more of the following:
 - (A) severe impairment because of the substance abuse; and
 - (B) a primary diagnosis of substance abuse or dependency.
- (3) a child with developmental delays or mental retardation whose characteristics include one or more of the following:
 - (A) severely impaired conceptual, social, and practical adaptive skills to include daily living and self-care;
 - (B) severe impairment in communication, cognition, or expressions of affect;
 - (C) lack of motivation or the inability to complete self-care activities or participate in social activities;
 - (D) inability to respond appropriately to an emergency; and
 - (E) multiple physical disabilities including sensory impairments.
- (4) a child with primary medical or habilitative needs whose characteristics include one or more of the following:
 - (A) regular or frequent exacerbations or interventions in relation to the diagnosed medical condition;
 - (B) severely limited daily living and self-care skills;
 - (C) non-ambulatory or confined to a bed; and
 - (D) constant access to on-site, medically skilled caregivers with demonstrated competencies in the interventions needed by children in their care.

700.2361 What is the description of the Intense Service Level?

- (a) The Intense Service Level consists of a high degree of structure, preferably in a family, to limit the child's access to environments as necessary to protect the child. The caregivers have specialized training to provide intense therapeutic and habilitative supports and interventions with limited outside access, including:
 - (1) 24-hour supervision to ensure the child's safety and sense of security, which includes frequent one-to-one monitoring with the ability to provide immediate on-site response.
 - (2) affection, reassurance, and involvement in therapeutic activities appropriate to the child's age and development to promote the child's well-being;
 - (3) contact, in a manner that is deemed in the best interest of the child, with family members and other persons significant to the child, to maintain a sense of identity and culture;
 - (4) therapeutic, habilitative, and medical intervention and guidance that is frequently scheduled and professionally designed and supervised to help the child attain functioning more appropriate to the child's age and development; and
 - (5) consistent and frequent attention, direction, and assistance to help the child attain stabilization and connect appropriately with the child's environment.
- (b) In addition to the description in subsection (a) of this section, a child with developmental delays or mental retardation needs professionally directed, designed and monitored interventions to enhance mobility, communication, sensory, motor, and cognitive development, and self-help skills.
- (c) In addition to the description in subsection (a) of this section, a child with primary medical or habilitative needs requires frequent and consistent interventions. The child may be dependent on people or technology for accommodation and require interventions designed, monitored, or approved by an appropriately constituted interdisciplinary team.

700.2363 What are the characteristics of a child that needs the Intense Service Level?

A child needing intense services has severe problems in one or more areas of functioning that present an imminent and critical danger of harm to self or others. The children needing intense services may include:

- (1) a child whose characteristics include one or more of the following:
 - (A) extreme physical aggression that causes harm;
 - (B) recurring major self-injurious actions to include serious suicide attempts;
 - (C) other difficulties that present a critical risk of harm to self or others; and
 - (D) severely impaired reality testing, communication skills, cognitive, affect, or personal hygiene.
- (2) a child who abuses alcohol, drugs, or other conscious-altering substances whose characteristics

include a primary diagnosis of substance dependency in addition to being extremely aggressive or self-destructive to the point of causing harm.

- (3) a child with developmental delays or mental retardation whose characteristics include one or more of the following:
 - (A) impairments so severe in conceptual, social, and practical adaptive skills that the child's ability to actively participate in the program is limited and requires constant one-to-one supervision for the safety of self or others; and
 - (B) a consistent inability to cooperate in self-care while requiring constant one-to-one supervision for the safety of self or others.
- (4) a child with primary medical or habilitative needs that present an imminent and critical medical risk whose characteristics include one or more of the following:
 - (A) frequent acute exacerbations and chronic, intensive interventions in relation to the diagnosed medical condition;
 - (B) inability to perform daily living or self-care skills; and
 - (C) 24-hour on-site, medical supervision to sustain life support.



TRAVIS COUNTY PURCHASING OFFICE

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

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

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Approved by: _____

Cyd V. Grimes 5/20/08

Voting Session: Tuesday, May 20, 2008

REQUESTED ACTION: APPROVE RESOLUTION DIRECTING THE LEASE OF OIL AND GAS IN TRACTS 31 AND 45 OF THE TRAVIS COUNTY SCHOOL LAND IN THROCKMORTON COUNTY AND AUTHORIZE PURCHASING AGENT TO ISSUE BID (TEXAS COOPERATIVE EXTENSION OFFICE).

Points of Contact:

Purchasing: Jason G. Walker

Department: (TEXAS COOPERATIVE EXTENSION OFFICE), Skip Richter

County Attorney (when applicable): Tamara Armstrong

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro, Jose Palacios

Other:

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.
- Approximately 18,820 acres of land in Throckmorton County, Texas, which is referred to as the Travis County School Land, is owned by Travis County and holds title to the Travis County School Land in trust for the public schools of Travis County.
- With approval of this Resolution, the Commissioners Court has found it to be advisable and in the best interest of the public schools of Travis County to lease the oil and gas in Tracts 31 and 45 of the Travis County School Land to the highest and best bidder to IFB B080149-JW, which is attached as Exhibit "A" to this Resolution. Such approval also directs the Travis County Purchasing Agent to give notice of the intention of this Commissioners Court to lease the oil and gas on Tracts 31 and 45 of the Travis County School Land by causing the Notice, which is attached as Exhibit "B" to this Resolution, to be published at least once a week for three consecutive weeks in a newspaper of general circulation of Travis County and in newspapers in Young County, Potter County, Lubbock County, Taylor County, Wichita County and Midland County and by notifying in writing all current oil and gas lessees who may be interested in the lease of said oil and gas. The cost of advertising for this solicitation was not budgeted in the Purchasing Office Central line item for advertising and will cost approximately \$4,255.92 (see attached table).

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

☐ Not applicable

➤ **Contract-Related Information:**

Award Amount: \$0.00 (Estimated quantity)

Contract Type: (choose from drop list)

Contract Period:

➤ **Contract Modification Information:**

Modification Amount: \$0.00 (Firm Amount) (Add'l. comments)

Modification Type: N/A

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: See Comments

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

☐ Award has been protested; interested parties have been notified.

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

☐ Comments:

➤ **Funding Information:**

☐ Purchase Requisition in H.T.E.:

☐ Funding Account(s):

☒ Comments: No funds involved with this resolution.

➤ **Statutory Verification of Funding:**

☐ Contract Verification Form: Funds Verified ___ Not Verified ___ by Auditor.

1600-B Smith Road
Austin, Texas 78721

April 16, 2008

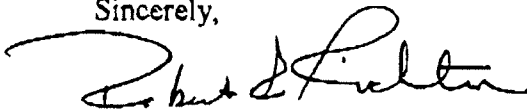
Cyd Grimes, C.P.M. Purchasing Agent
P.O. Box 1748
Austin, Texas 78767

Dear Ms. Grimes:

As Independent Monitor for the surface leasing operations on the Travis County school lands in Throckmorton County, I want to express my support of the proposed mineral lease on tracts 31 and 45 of the property. I have been in contact with both Purchasing and the County Attorney's office and am in agreement with the provisions of the lease document.

Should you need more information, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert 'Skip' Richter". The signature is fluid and cursive, with a large initial "R" and a long, sweeping underline.

Robert "Skip" Richter
County Extension Director
Texas AgriLife Extension Service
Travis County

Cc: Marvin Bryce
Assistant Purchasing Agent

IN THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TRAVIS §

RESOLUTION DIRECTING THE LEASE OF OIL AND GAS IN TRACTS 31 AND
45 OF THE TRAVIS COUNTY SCHOOL LAND

WHEREAS, Travis County, Texas, owns approximately 18,820 acres of land in Throckmorton County, Texas, which is referred to as the Travis County School Land, and which includes:

Tracts 31 and 45 of the Travis County School Land, Survey, Abstract No. 254, as recorded in the Plat Records of Throckmorton County, Texas, at volume 2, page 16, and the Deed Records of Throckmorton County, Texas, at Book 60, page 73, specifically, Tracts 31 and 45 which consist of Six Hundred Forty (640) acres of land more or less; and

WHEREAS, Travis County, Texas, holds title to the Travis County School Land in trust for the public schools of Travis County, Texas; and

WHEREAS, a majority of this Commissioners Court has found it to be advisable and in the best interest of the public schools of Travis County, Texas, to lease the oil and gas in Tracts 31 and 45 of the Travis County School Land.

NOW, THEREFORE, IT IS HEREBY ORDERED that the oil and gas in Tracts 31 and 45 of the Travis County School Land be leased to the highest and best bidder on sealed bids. All bids shall be submitted in conformance with the Instructions to Bidders attached to this Resolution as Exhibit "A" and hereby incorporated herein for all purposes as if set forth in full and the terms of which have been approved by a majority of this Court.

IT IS HEREBY FURTHER ORDERED that the Travis County Purchasing Agent, Cyd V. Grimes, is directed to give notice of the intention of this Commissioners Court to lease the oil and gas on Tracts 31 and 45 of the Travis County School Land by causing the Notice, which is attached as Exhibit "B" to this Resolution and hereby incorporated by reference herein for all purposes as if set forth in full, to be published at least once a week for three consecutive weeks in a newspaper of general circulation of Travis County and in newspapers in Young County, Potter County, Lubbock County, Taylor County, Wichita County and Midland County and by notifying in writing all current oil and gas lessees who may be interested in the lease of said oil and gas.

EXECUTED THIS ____ day of _____, 2008.

Samuel T. Biscoe
TRAVIS COUNTY JUDGE

Ron Davis
COMMISSIONER, PRECINCT ONE

Sarah Eckhardt
COMMISSIONER, PRECINCT TWO

Gerald Daugherty
COMMISSIONER, PRECINCT THREE

Margaret Gomez
COMMISSIONER, PRECINCT FOUR

EXHIBIT A**INSTRUCTIONS TO BIDDERS**

On the 20th day of May, 2008, at 9:00 o'clock a.m. at a Regular Session of the Commissioners Court of Travis County, Texas, in the Commissioners Courtroom in the Travis County Granger Building, in the City of Austin, Travis County, Texas, the Travis County Commissioners Court will open sealed bids for and award an oil and gas lease in the following described real property, to-wit:

Tracts 31 and 45 of the Travis County School Land, Survey, Abstract No. 254, as recorded in the Plat Records of Throckmorton County, Texas, at volume 2, page 16, and the Deed Records of Throckmorton County, Texas, at Book 60, page 73, specifically Tracts 31 and 45 which consist of Six Hundred Forty (640) acres of land more or less.

The following are instructions for bidding on the lease of said oil and gas:

1. All bids must be in sealed envelopes. The envelopes must be clearly marked on the outside as follows: **B080149-JW Travis County School Land Oil and Gas Lease Bid.**

2. All bids must be received no later than 11:00 o'clock a.m., on the 9th day of June, 2008.

3. All bids must be submitted to and received by Cyd V. Grimes, Travis County Purchasing Agent, P. O. Box 1748, Austin, Texas 78767, located on the Fourth floor of the Travis County Ned Granger Building, in the City of Austin, Travis County, Texas.

4. All bids must be submitted and set forth in the County's standard oil and gas lease, which is attached to these instructions. Do not retype the standard oil and gas lease. Submit your bid by completing all appropriate blanks in the standard lease form and returning the original numbered form which you received.

a. In the introductory paragraph on page 1, **do not** complete the blanks for dates. Those will be completed by the Purchasing Agent upon the Travis County Commissioners Court making the award. Do complete all other blanks on page 1.

b. The lease form must be submitted in triplicate originals (3). Each original must be executed by the Lessee or its attorney-in-fact. All signatures must be acknowledged.

c. **Do not** complete the date blank, the County Judge's signature blank, or the County Judge's acknowledgement at the end of the Lease.

d. If the Lessee is a corporation, each of the three originals of the lease must be accompanied by a certified copy of a resolution of the corporate board of directors authorizing the signatory officer or agent to execute this specific lease on behalf of the corporation.

e. If the Lessee is not a corporation and the lease form is not executed by the Lessee personally or by all the general partners of a partnership Lessee, each original of the lease must be accompanied by a recordable specific power of attorney authorizing the attorney-in-fact to execute this lease on behalf of the Lessee. If Lessee is a partnership, signatures may be added to the signature page for all of the general partners.

5. Each bid must be accompanied by a separate cashier's check payable to Travis County, Texas, in the full amount of the bonus which is bid for Tracts 31 and 45 of the Travis County School Land.

6. If the Travis County Commissioners Court believes that the bids submitted to it do not represent the fair value of the lease, the Court may reject the bids, give notice, and call for additional bids.

STATE OF TEXAS

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COUNTY OF THROCKMORTON

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OIL AND GAS LEASE

This Lease Agreement is made and entered into in duplicate on this the ____ day of _____, 2008, by and between Travis County, Texas, hereby designated as the Lessor, acting by and through its Commissioners Court, under authority and by virtue of the provisions of TEX. CONST. ART. VII, Sec. 6, pursuant to the award made on the _____ day of _____, 2008, and _____ [Name of Company] by and through _____, [Name] _____, [Title] ("Lessee"), of _____ [Address], _____ [City], _____ [State], _____ [Zip Code] _____, [Name of County of Lessee], Texas, said corporation hereby designated as Lessee.

As used in this Lease, the term "oil and gas" is hereby defined to include oil, gas, condensate, distillate, casinghead gas, and other liquid or gaseous hydrocarbons. This lease does not cover any other substances or minerals of any type which shall be produced from the leased premises separate and apart from, or independently of, oil, gas or other liquid and gaseous hydrocarbons.

1. PRIMARY TERM

The Lessor, in consideration of the payment by Lessee of Eighty Thousand Dollars (\$80,000) (\$125 per acre), the receipt of which is hereby acknowledged, and in consideration of the royalties, annual rentals, other payments, covenants, stipulations, and conditions contained herein and hereby agreed to be paid, observed, and performed by the Lessee, does hereby demise, grant, lease, and let unto the Lessee, the land described herein, for three (3) years from the date hereof, said period being the primary term of this lease, and as long thereafter as oil and gas is produced in paying quantities thereunder, subject to such conditions as hereinafter set out, for the sole and only purpose of prospecting and drilling for and producing oil, gas, or oil and gas, that may be found and produced from said land, comprising a part of the Travis County School Land, to wit:

Tracts 31 and 45 of the Travis County School Land, Survey, Abstract No. 254, as recorded in the Plat Records of Throckmorton County, Texas, at volume 2, page 16, and the Deed Records of Throckmorton County, Texas, at Book 60, page 73, consisting of Six Hundred Forty (640) acres of land more or less.

This lease is subject to any valid and recorded oil and gas lease or leases, if any, as were in force and effect prior to ____, 2008 (the effective date of this lease), by virtue of any of the terms thereof, in respect to the leased premises.

2. TERMINATION

If, at the expiration of the primary term, oil or gas in paying quantities is not being produced from the premises, this Lease shall immediately terminate; provided, however, the term or life of this Lease may be extended under one or more of the following conditions:

(a) **Drilling or Reworking Operations.** In the event production of oil or gas on the leased premises, after once obtained, shall cease for any cause within sixty (60) days before the expiration of the primary term of this Lease or at any time or times thereafter, this Lease shall not terminate if the Lessee commences additional drilling or reworking operations within sixty (60) days after such cessation and this Lease shall remain in full force and effect so long as such operations continue in good faith and in a workmanlike manner, without interruptions totaling more than sixty (60) days during any one such operation; and, if such drilling or reworking operations result in the production of oil or gas, this Lease shall remain in full force and effect so long as oil or gas is produced in paying quantities or payment of shut-in gas well royalties or compensatory royalties is made as herein provided, subject to other terms and provisions of this lease.

(b) **Shut-In Royalty and Compensatory Royalty.** If, at the expiration of the primary term or at anytime thereafter, there is located on the leased premises a well or wells capable of producing gas and/or condensate or distillate in paying quantities and such hydrocarbons are not produced for lack of a suitable market and this Lease is not being otherwise maintained in force and effect, Lessee may pay as royalty TWELVE HUNDRED AND NO/100 DOLLARS (\$1,200.00) per annum for each well on this Lease capable of producing gas and/or condensate or distillate in paying quantities, such payment to be made to Travis County, Texas, prior to the expiration of the primary term of the Lease or if the primary term has expired, within sixty (60) days after the Lessee ceases to produce gas from such well or wells, and, if such payment is made, this Lease shall be considered to be a producing lease and such shut-in gas well royalty payment shall extend the term of this Lease for a period of one (1) year from the end of the primary term or from the first day of the month next succeeding the month in which production ceased, and, thereafter, if no suitable market for such gas exists, the Lessee may extend this Lease for two (2) additional and successive periods of one (1) year each by payment of a like sum of money each year on or before the expiration of the extended term. Provided, however, that if, while this Lease is being maintained in full force and effect by payment of such shut-in gas well royalty, gas and/or condensate or distillate should be sold and delivered in paying quantities from a well situated within one thousand (1,000) feet of the leased premises and completed in the same producing reservoir or in any case where drainage is occurring in respect to the leased premises and any purchaser of gas is willing to purchase the gas from said shut-in gas well at the value of the gross production as defined herein and the Lessee declines to sell to said purchaser after a written request to do so from the Lessor, the right to further extend this Lease by such shut-in gas well royalty payments shall cease; provided, however, under such circumstances, this Lease shall remain in full force and effect for the remainder of the current one (1) year period for which the shut-in gas well royalty has been paid and shall remain in full force and effect for an additional period not to exceed a combined total of three (3) years from the expiration of the primary term or from the first day of the month next succeeding the month in which production ceased only by payment by the Lessee of compensatory royalties at the royalty rate provided for in this Lease as would be due on an equivalent amount of like quality gas produced and delivered from the well completed in the same producing reservoir from which gas is being sold and delivered and which is situated within one thousand (1,000) feet of or draining the leased premises on which a shut-in gas well is situated, such compensatory royalty to be paid monthly to Travis County, Texas, beginning on or before the twentieth (20th) day of the month next succeeding the month in which such gas is sold and delivered from the well situated within one thousand (1,000) feet of or draining the leased premises and completed in the same producing reservoir; provided, further, that, in the event such compensatory royalties paid in any twelve (12) month period are in a sum less than the annual shut-in gas well royalties provided for in this section, the Lessee shall pay an additional sum of money equal to the difference within thirty (30) days from the end of such twelve (12) month period; provided, further, that nothing

herein shall relieve the Lessee of the obligation to drill offset wells as required by Statute or other applicable law or as required by this Lease.

(c) Current Operations. If, at the expiration of the primary term, production of oil and gas has not been obtained in paying quantities on the leased premises, but drilling operations are being conducted thereon in good faith and in a good and workmanlike manner, the Lessee may, on or before the expiration of the primary term, file a written application to the Commissioners Court of Travis County, Texas, for a thirty (30) day extension of this Lease, such application to be accompanied by a payment of SEVEN AND 50/100 DOLLARS (\$7.50) per acre for each acre in the Lease, and the Commissioners Court of Travis County, Texas, shall in writing extend this Lease for a thirty (30) day period from and after the expiration of the primary term and so long thereafter as oil and gas is produced in paying quantities from the premises; provided that the Lessee may, so long as such drilling operations are being conducted in good faith and in a workmanlike manner, make like application and payment during any thirty (30) day extended period for an additional extension of thirty (30) days, such extensions not to exceed a combined total of one hundred and eighty (180) days; provided, however, that the Lessee may, so long as such drilling operations are being conducted in good faith and in a workmanlike manner, make written application to the Commissioners Court of Travis County, Texas, on or before the expiration of the initial extended period of one hundred and eighty (180) days and for so long thereafter as oil or gas is produced in paying quantities from the premises, for an additional extension of one hundred and eighty (180) days, such application to be accompanied by a payment of FIFTY AND NO/100 DOLLARS (\$50.00) per acre; provided further, that this Lease shall not be extended for more than a total of three hundred sixty (360) days from and after the expiration of the primary term, unless production in paying quantities has been obtained.

3. ROYALTY

The Lessee agrees to pay or cause to be paid during the term of this Lease:

(a) Oil. As a royalty on any and all oil, which is defined as including all hydrocarbons produced in a liquid form at the mouth of the well and also all condensate, distillate, and other liquid hydrocarbons recovered from oil or gas run through a separator or other equipment, as hereinafter provided, one-fifth (1/5th) part of the value of the gross production. Said value shall be based on the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity in the general area, the prevailing market price thereof in the general area, or the proceeds of the sale thereof, whichever is greatest. The Lessee agrees that, before any gas produced from the land hereby leased containing liquid hydrocarbons recoverable in commercial quantities by separator on the lease is sold, used, or processed in a plant, it will be run through an adequate oil and gas separator of conventional type or other equipment at least as efficient to the end that all liquid hydrocarbons recoverable from the gas by such means will be recovered. Upon written consent of the Lessor, the requirement that such gas be run through such a separator or other equipment may be waived upon such terms and conditions as prescribed by the Lessor.

(b) Gas. As royalty on any and all gas, which is defined as all hydrocarbons and gaseous substances not defined as oil in subparagraph (a) above, produced from any well and sold by the Lessee or used by the Lessee, one-fifth (1/5th) of the value of the gross production, such value to be determined on the basis of the highest contract price and escalations thereof which could reasonably be obtained by the Lessee in good faith from a non-affiliated third party at the

time of contracting there for or the gross amount accruing to the producer from all hydrocarbons or other products produced from said gas, whichever is greater. A non-affiliated third party shall mean an entity which is neither owned nor managed, in whole or in part, directly or indirectly, by a person who participates in either the ownership or management, in whole or in part, directly or indirectly, of the Lessee. Where gas is run through a separator or other equipment as provided in subparagraph (a) above, its value after having been run through such separator or other equipment shall be determined as specified herein.

(c) No Deductions. Royalties payable under this Lease shall be made without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, transporting, or otherwise making the oil, gas, and other products produced hereunder ready for sale or use.

(d) Injection of Gas. Upon obtaining the consent in writing of the Commissioners Court of Travis County, Texas, the Lessee may inject gas into any oil or gas producing formation underlying the leased premises after the liquid hydrocarbons contained in the gas have been removed and no royalties shall be payable on the gas so injected until such time as the same may thereafter be produced and sold or used by the Lessee in such manner so as to entitle the Lessor to a royalty thereon under the royalty provisions of this Lease.

(e) Waste. The Lessee agrees to use reasonable diligence to prevent the underground or above ground waste of oil or gas and to avoid the physical waste of gas produced from the leased premises. The Lessee shall pay the Lessor a royalty of one-fifth (1/5th) of the market value on any gas so wasted, but in no event shall such value be less than Sixty Cents (\$.60) per M.C.F. for any gas so wasted, provided that no such royalty shall be due or payable upon gas vented or flared in accordance with the rules and regulations of the Railroad Commission of Texas.

(f) Payment in Kind. The Lessor shall have the option to require that payment of any royalty as stipulated in this Lease be made in kind, which option shall be exercisable at the discretion of the Commissioners Court of Travis County, Texas, from time to time, upon giving the Lessee six (6) months written notice. Any royalty interest taken in kind by Lessor shall be without deductions for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, transporting, or otherwise making the oil, gas, and other products produced hereunder ready for sale or use.

4. ANNUAL RENTAL

One (1) year from the date of this Lease and on the same date of each of the following years during the life of this Lease, the Lessee shall pay to Travis County, Texas, an annual rental of ONE AND NO/100 DOLLAR (\$1.00) per acre, payable at the beginning of the second and third years of this Lease, payable each year in advance. The annual rental beginning at the end of any year in which production is established, whether during the primary term or later, shall be TWO AND NO/100 DOLLARS (\$2.00) per acre unless:

(a) The royalties paid to and received in the Commissioners Court of Travis County, Texas, from this Lease during the preceding year shall equal or exceed such TWO DOLLARS AND NO/100 (\$2.00) per acre annual rental, in which event, no annual rental will be due on the rental date immediately following such royalty payments; or,

(b) The royalties paid to and received in the Commissioners Court of Travis County, Texas, from this Lease during the preceding year are less than such TWO AND NO/100 DOLLARS (\$2.00) per acre annual rental, in which event, an annual rental equaling the difference between TWO AND NO/100 DOLLARS (\$2.00) per acre and said royalties paid will be due on the rental date immediately following said royalty payments.

5. PAYMENT OF ROYALTIES

All royalties not taken in kind shall be paid to Travis County, Texas, as follows: Royalty on oil shall be due and payable on or before the fifth (5th) day of the second (2nd) month succeeding the month Division Orders are executed and returned by Lessor; who shall be entitled to delete unacceptable or inapplicable provisions and make other appropriate corrections to such Division Orders; and royalty on gas shall be due and payable on or before the fifteenth (15th) day of the second (2nd) month succeeding the month Division Orders are executed and returned by Lessor; who shall be entitled to delete unacceptable or inapplicable provisions and make other appropriate corrections to such Division Orders; and, thereafter, all royalty payments shall be paid on or before the same day of each succeeding month; and provided, further, where such deletions or corrections are not acceptable to the Lessee or other person(s), Lessor shall be entitled to payment of all royalties in a timely manner, provided Lessor submits documentation verifying its royalty interest in oil or royalty interest in gas, as applicable, under this Lease. Royalty payments shall be accompanied by an affidavit of the owner, manager, or other authorized agent, completed in the form and manner prescribed in writing by the Commissioners Court of Travis County, Texas, and showing the gross amount and disposition of all oil and gas produced and the value of the gross production of oil and gas, together with a copy of any other reports or records which the Commissioners Court of Travis County, Texas, may reasonably require to verify the gross production, disposition of all oil and gas produced, and the value of the gross production of oil and gas. In all cases, the authority of a manager or agent to act for the Lessee herein must be filed at the Commissioners Court of Travis County, Texas, or with the Travis County Auditor's Office. Each royalty payment shall be accompanied by a check stub, schedule, summary, or other remittance information showing by the tract number the amount of royalty being paid on each tract. Any Division Orders not issued to Owner/Lessor within ninety (90) days after the date the well is completed as a commercially producing well or any royalty not paid or affidavits and supporting documents not filed when due shall become delinquent and shall, at the option of Commissioners Court, have added to the sum owing a delinquency penalty of one percent (1%) of such sum for each thirty (30) day period of delinquency or a fractional period thereof; provided, however, that each such penalty shall never be less than FIVE AND NO/100 DOLLARS (\$5.00). In the event that a royalty payment is not paid when due, Lessor shall give Lessee notice thereof upon discovery of such overdue payment and in the event such payment is not made for any reason within thirty (30) days from the date of such notice, Lessor may declare Lessee to be in default according to the terms of this Lease. Subject to the preceding sentence, a payment of the delinquency penalty shall in no way operate to prohibit Lessor's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due.

6. EXAMINATION OF RECORDS

The books and accounts, receipts, and discharges of all wells, tanks, pools, meters, pipelines, and all contracts and other records pertaining to the production, transportation, sale, and marketing of the oil and gas produced on said premises shall at all times be subject to inspection, examination and copying by the Commissioners Court of Travis County, Texas, or any

representative of County, at no charge to County.

7. DEVELOPMENT OBLIGATIONS

(a) During the primary term of this Lease and any extension(s) thereof authorized by paragraph 2(c) of this Lease, Lessee shall drill and complete on the leased premises one (1) well producing or capable of producing oil or gas in paying quantities.

(b) The three (3) year primary term of this Lease shall commence on the ____ day of ___, 2008, and shall expire on the ____ day of _____, 2011. Any extension(s) authorized by paragraph 2(c) of this Lease shall begin and end only in accordance with the terms and conditions set out in paragraph 2(c) of this Lease.

(c) Drilling operations on the development well commenced, drilled and completed during the primary term and any extension(s) thereof authorized by paragraph 2(c) of this Lease shall be conducted in good faith and in a workmanlike manner without interruptions totaling more than sixty (60) days on the development well until completion of the well. If the Lessee should fail to drill and complete the development well during the primary term or during any extension(s) thereof authorized by paragraph 2(c) of this Lease, or have interruptions in the operations on the development well not permitted by this Lease, this Lease shall immediately terminate in its entirety.

(d) Provided this Lease is not terminated at the expiration of the primary term, within one (1) year from the end of the three year (3) primary term, notwithstanding any extension(s) thereof pursuant to paragraph 2(c) of this Lease, the Lessee shall continuously develop the land covered by this Lease by drilling and completing on the leased premises an additional well, (in addition to the development well drilled and completed pursuant to paragraph 7(a) hereof), producing or capable of producing oil or gas in paying quantities. During said one (1) year period, once Lessee drills and completes the additional well specified in this paragraph, the Lessee shall exercise due diligence of a reasonably prudent operator in drilling such additional well or wells as may be reasonably necessary for the proper development of the leased premises and in marketing the production therefrom.

(e) Drilling operations on the additional well drilled and completed during the one (1) year period, beginning at the end of the three year (3) primary term, shall be conducted in good faith and in a workmanlike manner without interruptions totaling more than sixty (60) days on the additional well until completion of said additional well. If Lessee should fail to drill and complete the additional well within the one (1) year period specified in paragraph 7(d), this Lease shall immediately terminate as to all lands covered hereby, save and except each well producing or capable of producing oil or gas in paying quantities together with forty (40) contiguous acres of land surrounding each said oil well or gas well, as applicable, or the proration unit allocated to the well by the Railroad Commission of Texas as of the date of such termination.

(f) A well shall be deemed to be drilled and completed as required by this Section 7 when the well has been drilled to a depth necessary to find oil or gas in paying quantities. A well shall not be deemed to be drilled and completed as required by this Section 7 if drilled to a depth too shallow for the production of oil or gas in paying quantities.

(g) In the case of partial termination as provided by paragraph 7(e) hereof, each of the producing oil or gas wells, as applicable, shall be surrounded by forty (40) contiguous acres of land

or the proration unit allocated to the well by the Railroad Commission of Texas with said acres or allocated proration unit in the shape of a square with each said oil well or gas well, as applicable, placed in the center of its square as near as is practicable considering the land covered by this Lease.

(h) If Lessee fails to drill and complete one (1) additional well within the one (1) year period beginning at the end of the three (3) year primary term and there is partial termination of this Lease as provided for in paragraph 7(e) of this section, within thirty (30) days after said partial termination of this Lease as provided for in paragraph 7(e) of this section, Lessee shall execute and deliver to Lessor a recordable release containing a satisfactory legal description of all lands covered by this Lease, save and except the acreage retained pursuant to paragraphs 7(e) and 7(g) of this section. If Lessee fails or refuses to execute and record such release, within ninety (90) days after being requested to do so by Travis County, then the Commissioners Court may declare a forfeiture of this Lease pursuant to paragraph 14 hereof.

(i) In the event of partial termination of this Lease as provided for in paragraphs 7(e) and 7(g) of this section, the acreage retained and assigned to each producing oil well or gas well in accordance with paragraphs 7(e) and 7(g) of this section shall be considered as covered by a separate Lease containing the same terms and provisions of this Lease, and thereafter, each separate Lease shall be kept in force and effect only by actual or constructive production from or operations upon the particular tract retained by the particular well in question as authorized under this Lease, without regard to production from or drilling operations upon the other tracts retained by lessee under the terms of paragraphs 7(e) and 7(g) of this Lease or under the terms of other Leases.

(j) If this Lease continues beyond the three (3) year primary term, and if this Lease continues beyond the one (1) year period specified in paragraph 7(d) of this section, the Lessee shall exercise the due diligence of a reasonably prudent operator in drilling such additional well or wells as may be reasonably necessary for the proper development of the leased premises and in marketing the production therefrom.

(k) Notwithstanding the partial termination of this Lease as provided for in paragraphs 7(e) and 7(g) of this section, Lessee shall continue to have the right of ingress to and egress from the land still subject to this Lease only for the purpose of producing oil and gas under this Lease, together with easements and rights-of-way for roads, pipelines, and other facilities on, over and across the land covered by this Lease for access to and from the land still subject to this Lease for the gathering and transportation of oil and gas produced from the retained land still subject to this Lease; provided, however, the right of ingress and egress as described in this paragraph is subject to the provisions of Section 12 of this Lease regarding protection of the surface and continued maintenance of insurance coverage as required therein.

8. OFFSET WELLS

The Lessee shall adequately protect the oil and gas under the described land from drainage from adjacent lands or leases, including non-Travis County School Land or Travis County School Land leased at a lesser royalty. The Lessee shall drill as many wells as the facts justify and to the depth or depths necessary for effective protection against drainage from such adjacent lands or leases. Neither the bonus, annual rentals, nor royalties paid or to be paid hereunder shall relieve the Lessee from the obligations herein expressed.

9. REMOVAL OF EQUIPMENT

If this Lease shall be forfeited or terminated for any cause, the Lessee shall not, in any event, be permitted to remove the casing or any part of the equipment from any producing, dry, or abandoned well or wells without the written consent of the Commissioners Court of Travis County, Texas; nor shall the Lessee, without the written consent of the Commissioners Court of Travis County, Texas, remove from the leased premises the casing or any other equipment, material, machinery, appliances, or property owned by the Lessee and used by the Lessee in the development and production of oil or gas therefrom, until all dry or abandoned wells have been plugged to the satisfaction of the Railroad Commission of Texas and until all slush or refuse pits have been properly filled and leveled and all broken or discarded lumber, machinery, or debris shall have been removed from the premises to the satisfaction of the Commissioners Court of Travis County, Texas. Lessor shall not unreasonably withhold consent from Lessee.

10. REPORTING REQUIREMENTS

Whenever the Lessee commences the drilling of any well or wells upon the described premises, upon request by any Lessor representative, and at no charge to Lessor, Lessee shall file written notice thereof at the Commissioners Court of Travis County, Texas, or to such other office as the Commissioners Court may designate, accompanied by a plat of said premises showing the location of such well or wells. Upon request by any Lessor representative, and at no charge to Lessor, the Lessee shall file at the Commissioners Court of Travis County, Texas, or with such other office as the Commissioners Court may designate, the logs of all wells drilled upon the described premises within thirty (30) days after their completion or after their abandonment in the case of dry holes. To the extent permitted by law, including but not limited to the Texas Public Information Act ("TPIA"), the Lessor shall protect the confidentiality of any information furnished pursuant to this paragraph.

10A. RAILROAD COMMISSION FORMS

(a) Upon request by any Lessor representative, and at no charge to Lessor, the Lessee shall file at the Commissioners Court of Travis County, Texas, or such other office as the Commissioners Court of Travis County, Texas, may designate, photocopies of all forms and other information filed with the Texas Railroad Commission which pertain to the operations of this Lease, within five (5) days after said filing with the Commission.

(b) At no charge to Lessor, the Lessee shall have an electric or radioactivity survey made of the bore-hole section, from the base of the surface casing to the total depth of the well, of all wells drilled on the described premises, and upon written request by any Lessor representative, and at no charge to Lessor, Lessee shall transmit a true copy of the log of each survey along with copies of logs of all other bore-hole surveys to the Commissioners Court of Travis County, Texas, or such other office as the Commissioners Court of Travis County, Texas, may designate, within fifteen (15) days after the making of said survey. At the option of the Lessor upon failure of the Lessee to furnish the Lessor a true copy of any log run on any well drilled on the described premises, and at no cost to Lessor, the Lessee shall be required to re-enter any well and run the required logging survey and at no cost to Lessor, the Lessee shall furnish a true copy thereof to the Commissioners Court of Travis County, Texas or such other office as the Commissioners Court may designate; or, the Lessee shall be required to pay the Lessor a sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000) which shall be considered liquidated damages for the Lessee's

failure to furnish said log to the Lessor as required hereunder.

(c) The Lessee herein agrees, insofar as possible, and at no charge to Lessor, to supply the Commissioners Court of Travis County, Texas, or such other office as the Commissioners Court may designate, with any records, memoranda, accounts, reports, cuttings, and cores or other information relative to the operations on the described premises, that the Lessor may reasonably request in addition to those records herein expressly provided for.

11. WATER WELLS

In drilling wells, all water-bearing strata shall be noted by the Lessee in the log, and the Lessor reserves the right to require that all or any part of the casing shall be left in any non-productive well when the Lessor deems it necessary to preserve or maintain said well or wells for water. Lessor hereby agrees to pay Lessee reasonable salvage value for any casing left on the leased premises as provided in this paragraph.

12. USE OF SURFACE AND PROTECTION OF SURFACE AND INDEMNITY

It is expressly understood that: (1) the land described as the leased premises in Section 1 of this Lease and (2) all of the other 320 acre tracts of land located in the Travis County School Land Survey, Abstract 254, as recorded in the Plat Records of Throckmorton County, Texas, at volume 2, page 16, and Deed Records of Throckmorton County, Texas, at book 60, page 73, comprises land which is being leased for grazing purposes, and for hunting, fishing, and camping purposes, and which may be used for other purposes; and, it is essential to Lessor that no operations performed under this Lease or rights asserted by Lessee under this Lease unreasonably interfere with or jeopardize present or future grazing operations or present or future hunting, fishing, and camping operations, or other operations in the future. Consequently, the parties to this Lease agree as follows:

I. Indemnity for Lessor.

(a) *Indemnity. The conduct of operations carried out pursuant to this Lease shall include, but shall not be limited to: any physical operations, exploration, development and production operations, whether such operations are characterized as primary recovery operations or secondary recovery operations. The Lessee shall compensate the Lessor for and indemnify and hold the Lessor harmless against any and all actual damage to the value of the surface estate for the purpose of grazing livestock and for other purposes associated with use of the surface or for any and all actual damage to structures and improvements on the property, including but not limited to, houses, buildings, outbuildings, fences and roads, or for any and all actual damage to the value of any and all personal property of any person or entity on the premises, where any of the actual damages referenced above arise directly or indirectly from the conduct of any and all operations carried out pursuant to this Lease; by the Lessee, by any Contractor or Subcontractor of the Lessee, or by any Independent Contractor doing business with the Lessee, whether the conduct of the Lessee, the Contractor, the Subcontractor, or the Independent Contractor constitutes negligence in whole or in part or whether the conduct of the Lessee, the Contractor, the Subcontractor, or the Independent Contractor constitutes intentional acts or omissions in whole or in part. As used in the preceding sentence, the terms "Lessee," "Contractor," "Subcontractor," and "Independent Contractor" include the officers, agents, employees, representatives, parent subsidiaries and other affiliates, invitees, and licensees of the Lessee, Contractor, Subcontractor*

and Independent Contractor, respectively.

(b) Amounts. Lessee shall pay surface damages in an amount or amounts set forth in any existing and applicable General Land Office fee schedule which is in effect on the date the activity requiring the payment of surface damages occurs. If there is no existing and applicable General Land Office fee schedule, or if the General Land Office fee schedule does not contain an applicable figure, the County may consider other sources of information or may employ other methods to determine the amount or amounts of surface damages to be paid by the Lessee for the surface damage in question.

II. Indemnification and Claims Notification.

(a) Indemnity for Third Party Claims. Lessee shall indemnify, hold harmless and defend the Lessor and its officers, employees, agents and representatives from and against any and all third party claims, causes of action, , suits, recoveries, judgments, and liability of every kind, whether meritorious or not, filed against County in any judicial or administrative proceeding, including, all expenses of litigation, court costs, attorneys' fees, and mediation fees, for injury, damage, or loss of any type or character arising directly or indirectly out of personal injury, bodily injury, death, or property damage or loss suffered by any person or legal entity while on the leased premises for any reason connected with this Lease or for any other reason, where injury, damage or loss arises out of or in connection with, directly or indirectly, operations or activities of Lessee, its officers, employees, agents, representatives, parent subsidiaries or other affiliates, invitees, licensees, contractors, subcontractors, or independent contractors.

(b) Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Lessee or Lessor in relation to operations or activities on the leased premises under this Lease, Lessee shall give written notice to Lessor of the claim or other action or proceeding within three (3) working days after being notified of it or the threat of it; and such notice shall include:

- 1. the name and address of the person, firm, corporation or other entity that made or threatened to make the claim, or that instituted or threatened to institute any kind of action or proceeding;*
- 2. the alleged basis of the claim, action, or proceeding;*
- 3. the court or administrative tribunal, if any, where the claim, action, or proceeding was instituted; and*
- 4. the name or names of any person against whom this claim, action, or proceeding is being made or threatened. This written notice shall be given in accordance with the notice provisions of this Lease. Except as otherwise directed, Lessee shall furnish Lessor copies of all pertinent papers received by Lessee with respect to the claims, actions, or proceedings.*

(c) Written Notice. Lessor shall give Lessee written notice of any claim, action, or proceeding for damages or alleging damages, within three (3) working days after the date the

Lessor receives notice of such claim, action, or proceeding.

(d) Reimbursement. Lessee or its insurer shall reimburse the Lessor for any damage or loss described in Parts I and II of this Section 12, within thirty (30) days after a claim for reimbursement is submitted by Lessor.

(e) No County Liability. Travis County, Texas, shall not be liable for or responsible for any injury, damage, or loss of any type or character arising directly or indirectly out of personal injury, bodily injury, death, or property damage or loss suffered or sustained by any person or legal entity while on the leased premises for any reason in connection with this Lease or for any other reason.

(f) Survival. The indemnity provisions set forth in Parts I and II of this Section 12 shall survive the termination or expiration of this Lease.

(g) Immunity. This Section 12 shall not be construed as a waiver of Travis County's sovereign immunity; and, County hereby retains all of its affirmative defenses.

III. Insurance Requirements.

To meet its obligations under this Lease, Lessee shall have standard insurance to protect the Lessee and the Lessor from the types of claims described in this Section 12, which may arise out of or result from, directly or indirectly, the Lessee's operations or activities under this Lease, whether such operations or activities are those of the Lessee, a contractor of the Lessee, a subcontractor of the Lessee, and independent contractor of the Lessee, or anyone for whose acts or omissions the Lessee, contractor, subcontractor, or independent contractor may be liable. The terms "Lessee," "Contractor," "Subcontractor," and "Independent Contractor" include the officers, agents, employees, representatives, parent subsidiaries and other affiliates, invitees, and licensees of the Lessee, contractor, subcontractor and independent contractor, respectively. The insurance coverage purchased pursuant to Paragraph (a) below shall be maintained by the Lessee throughout the entire term of this Lease Agreement, including both the primary term and the secondary term. It is the responsibility of the Lessee to determine the Lessee's actual insurance needs to meet the obligations and requirements set forth in this Lease Agreement.

(a) Insurance Policies. Lessee shall, at its own expense and at all times during the term of this Lease, whether the primary term or the secondary term, maintain in full force and effect the insurance policies required under this Paragraph (a) with the minimum policy limits prescribed in Paragraph (b) below. Lessee shall also require all of its contractor(s), subcontractor(s), and independent contractor(s) conducting any operations or performing any activities under this Lease to have standard insurance meeting the general requirements as set forth in this Paragraph (a) and Paragraph (b) below, consistent with the requirements of this Section 12.

1. The following requirements apply to the Lessee, its contractor(s), subcontractor(s) and independent contractor(s) conducting operations or performing activities under this Lease. Lessee acknowledges and agrees to the following concerning insurance requirements applicable to Lessee, its contractor(s), subcontractor(s), and independent contractor(s) conducting operations or performing activities under this Lease:

A. Minimum insurance coverage and limits specified below shall be maintained throughout the primary term and the secondary term of this Lease.

B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.

C. Prior to commencing operations or activities under this Lease, the insurance required in this Part III shall be in force as evidenced by Certificate(s) of Insurance issued by the writing agent or carrier. Each Certificate of Insurance shall include an original signature of an authorized signer and an affirmation that the signer has professional liability insurance limits of not less than One Million Dollars (\$1,000,000). In addition, each Certificate of Insurance shall be endorsed to acknowledge this Lease Agreement between Travis County, Texas, and the insured Lessee. Each Certificate of Insurance shall include the contract number for this Lease Agreement as indicated on the contract award form issued by the County. Certificate(s) of Insurance shall include the endorsements outlined below, including endorsements by number, and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of this Lease Agreement.

D. Insurance required under this Lease Agreement which names Travis County as an Additional Insured shall be considered primary for all claims.

E. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.

F. Lessor shall be entitled, upon its request and without charge, to receive certified copies of policies and endorsements.

G. Lessor reserves the right to review insurance requirements during the primary term and/or the secondary term of this Lease Agreement and to require that Lessee make reasonable adjustments when the scope of operations or activities under this Lease have changed or expanded.

H. Lessee shall not allow any insurance to be cancelled or lapse during either the primary term or the secondary term of this Lease. Lessee shall not permit the minimum limits of coverage to erode or otherwise be reduced. The Lessee may not amend or modify the insurance policies required in this Part III to contain insurance coverage less than that prescribed in Paragraph (b) below or to contain terms and conditions contrary to those specified in this Part III, except with the express written consent of the Travis County Commissioners Court. Lessee shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificate(s) of Insurance.

I. The insurance coverage specified in Paragraph (b) below, and applicable to this Lease Agreement is not intended and shall not be interpreted to limit the responsibility or liability of the Lessee, its contractor(s), subcontractor(s), or

independent contractor(s). Said insurance coverage shall not be the exclusive remedy of Lessor to recover for injuries, damages, or losses pursuant to Parts I and II of this Section 12. In the event the insurance policies purchased pursuant to this Part III do not cover the injury, damage, or loss in question, or, are not in effect for any reason at the time of said injury, damage, or loss, the Lessor shall be entitled to any and all rights and remedies allowed under Texas law (statutory law, case law, rules, regulations or ordinances), including, but not limited to, any and all rights and remedies provided by other insurance policies covering Lessee heretofore or hereafter in effect, as well as, any and all assets of Lessee.

2. Each and every assignee of this Lease shall comply with all the requirements of this Part III and shall purchase and maintain the insurance coverage required in Paragraph (b) below under the terms and conditions set forth in this Part III.

3. In the event the Lessee cancels or fails to renew the insurance policies containing the insurance coverage set forth in Paragraph (b) below, or in the event there is a material change in coverage, including impairment of the aggregate limits to less than those prescribed in Paragraph (b) below, the Lessee shall give the Lessor not less than thirty (30) days prior written notice of such cancellation, non-renewal, and/or material change in coverage. If Lessee cancels or fails to renew said insurance policies, the Lessee shall immediately obtain new, replacement policies of insurance, which comply with the requirements of this Part III, and which contain, at a minimum, the insurance coverages and limits required in Paragraph (b) below; and, Lessee shall submit certificate(s) thereof to Lessor.

4. Failure by the Lessee to provide the Certificate(s) of Insurance and/or insurance policies as required in this Paragraph (a), or failure by the Lessee to obtain and maintain the insurance coverages and limits required in Paragraph (b) below, or failure by the Lessee to comply with all the requirements of this Part III shall constitute a breach of this Lease Agreement; and, in the event of such breach, the Lessor, at its option, may terminate this Lease as provided in Section 14 of this Lease, by giving notice to the Lessee as prescribed in Section 17 of this Lease.

(b) Insurance Requirements.

The following requirements (A - E, inclusive) apply to the Lessee, its contractor(s), subcontractor(s), and independent contractor(s) conducting operations or performing activities under the Lease. Lessee acknowledges and agrees to the following concerning insurance requirements applicable to Lessee, its contractor(s), subcontractor(s), and independent contractor(s):

- A. Workers' Compensation and Employers' Liability Insurance
 - i. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
 - ii. Employer's Liability limits are
 - \$500,000 bodily injury each accident
 - \$500,000 bodily injury by disease
 - \$500,000 policy limit
 - iii. Policies under this Section shall apply to State of Texas and

include in the following endorsements in favor of Travis County:

- a. Waiver of Subrogation (Form 420304) (or comparable form reflecting industry changes and standards)
- b. Thirty (30) day Notice of Cancellation (Form 420601) (or comparable form reflecting industry changes and standards).

B. Commercial General Liability Insurance

- i. Minimum limit:
\$1,000,000 per person for coverage A and B with \$3,000,000 per occurrence
- ii. The Commercial General Liability policy shall also include lease liability insurance coverage with a minimum limit of \$1,000,000 per occurrence.
- iii. The Policy shall contain or be endorsed as follows:
 - a. Blanket contractual liability for this Lease (including coverage for the following: (contractual liability, independent contractor liability, fire legal liability, personal injury liability, pollution liability, completed operations liability, XCU liability, broad form property damage liability);
- iv. The Policy shall also include the following endorsements in favor of Travis County:
 - a. Waiver of Subrogation (Form CG 2404) (or comparable form reflecting industry changes and standards);
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205) (or comparable form reflecting industry changes and standards);
 - c. Travis County named as additional insured (Form CG 2010) (or comparable form reflecting industry changes and standards).

C. Employment Related Practices Insurance

- i. This insurance coverage applies to all circumstances where Lessee has an employee or any employees.
- ii. Minimum limit: \$1,000,000 per occurrence
- iii. The policy shall also include the following endorsements in favor of Travis County:
 - a. Thirty day notice of cancellation (Form IL 02 75 05 03) (or comparable form reflecting industry changes and standards);
 - b. Travis County named as an additional insured (Form EP 20 01 09 04 (or comparable form reflecting industry changes and standards).

D. Business Automobile Liability Insurance¹

¹ Alternative Insurance Requirement: If no transportation services of any type are provided in connection with this Lease, and use of a motor vehicle is strictly limited to travel to and from the Leased Premises, evidence of personal automobile policy coverage with limits of \$100,000/\$300,000/\$50,000 may be provided in lieu of Business Automobile Liability Insurance.

- i. If any form of transportation is used in connection with this Lease, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000¹ per person and \$3,000,000 per occurrence.
- ii. The Policy shall also include the following endorsements in favor of Travis County
 - a. Waiver of Subrogation (Form TE 2046A) (or comparable form reflecting industry changes and standards);
 - b. Thirty (30) day Notice of Cancellation (Form TE 0202A) (or comparable form reflecting industry changes and standards);
 - c. Travis County named as an additional insured (Form TE 9901B) (or comparable form reflecting industry changes and standards).

IV. Use of Surface by Lessee.

Subject to the provisions contained in Parts I, II and III above, Lessor and Lessee agree as follows:

(a) Use of Surface. Subject to its obligations to pay surface damages as prescribed in Parts I and II of this Section 12 and subject to the insurance requirements set forth in Part III of this Section 12, the Lessee shall have the right to use as much of the surface of the land as shall be reasonably necessary for the full exercise and enjoyment of the oil and gas rights and interest hereby granted in said land, including the right to use free of cost water found and produced or impounded by the Lessee on said land for its own operations thereon, except water from wells or tanks of the Lessor or its surface Lessee. The Lessee shall not use or contaminate any water from wells or tanks of the Landowner/Lessor or the Surface Tenant/Grazing Lessee. Lessee shall also have the right to lay and maintain gathering lines, and erect and maintain on the Leased Premises telephone and telegraph lines, pull rods, and other appliances and equipment necessary for the operation of wells thereon. In addition, the Lessee shall have the right of ingress and egress and the right-of-way to any point of operations under conditions of least injury and inconvenience to the occupant(s) of the surface. The surface must not be damaged if there are usual, customary and reasonable methods available to develop the minerals which would cause less interference with the landowner's/Lessor's or Surface Tenant's/Grazing Lessee's use of the land.

(b) Maintenance of Surface. Lessee shall build and maintain fences around its slush, sump, and drainage pits and tank batteries so as to protect livestock against loss, damage, or injury; and, upon completion or abandonment of any well or wells, Lessee shall fill and level all slush pits and cellars and completely clean up the drilling site of all rubbish thereon. The Lessee shall erect, at a distance not to exceed twenty-five (25) feet from each well on the premises covered by this Lease, a legible sign on which shall be stated the name of the operator, the lease designation, and the well number. Where two or more wells are on the same lease or where wells on two or more leases are connected to the same tank battery, whether by individual flow line connections direct to the tank or tanks or by use of the multiple header system, each line between each well and such tank or header shall be legibly identified at all times, either by a firmly attached tag or plate or an identification properly painted on such line at a distance not to exceed three (3) feet from such tank or header connection. Said signs, tags, plates, or other identification markers shall be maintained in a legible condition throughout the term of this Lease.

(c) Roads. The Mineral Lessee shall at its expense repair and maintain each road used or constructed by it with such maintenance and repair made in accordance with the usual and customary practices of the oil and gas industry, as long as such road is used by the Mineral Lessee in its operations conducted on the leased premises pursuant to this Lease.

(d) Notification. The Mineral Lessee agrees to notify the Surface Tenant/Grazing Lessee or the Surface Owner/Lessor, as the case may be, so far in advance as reasonably feasible, of the Mineral Lessee's intention to conduct its various operations on the subject land and to work with the Surface Tenant/Grazing Lessee or the Landowner/Lessor, as the case may be, to minimize the damage to and interference with the Surface Tenant's/Grazing Lessee's activities or the Landowner's/Lessor's activities.

13. LIEN

Subject to Section 9.343 of the Texas Business and Commerce Code, and other applicable law, Travis County, Texas, shall have a first lien upon all oil and gas produced from the area covered by this Lease to secure payment of any and all unpaid royalties and other sums of money that become due to Travis County, Texas, hereunder. By acceptance of this Lease, Lessee grants Travis County, Texas, in addition to the lien referenced above, any other applicable statutory lien, and expressed contractual lien on and security interest in all oil and gas production from the Leased Premises, and, the identifiable proceeds of that production owned by, received by or due to Lessee in accordance with Title I, Chapter Nine, Texas Business and Commerce Code, in order to secure the payment of all royalties or other amounts due or to become due under this Lease, and to secure payment of any damages or loss that Lessor may suffer by reason of Lessee's breach of any covenant or condition of this Lease whether expressed or implied. This lien and security interest may be foreclosed with or without court proceedings in the manner provided in Title One, Chapter Nine, of the Texas Business and Commerce Code. Lessee agrees that Travis County may require Lessee to execute and record such instruments as may be reasonably necessary to acknowledge, attach or perfect this lien, in the event any such instrument is necessary. Lessee hereby represents that there are no prior or superior liens arising from or related to Lessee's operations or activities upon the above-described property or from Lessee's acquisition of this Lease. Should Travis County at any time determine that this representation is not true, then Travis County may declare this Lease forfeited as provided herein. This Section 13 shall not be construed as an exclusive remedy to Lessor for the non-payment of royalties and shall not preclude Lessor's exercise of other rights and remedies allowed by law.

14. DEFAULT/TERMINATION

(a) If the Lessee shall fail or refuse to make the payment of any sum due under the provisions of this Lease, within thirty (30) days after same shall become due, or if the Lessee or his authorized representative should knowingly or intentionally make any false report or false return concerning production, royalty, or drilling, if the Lessee shall fail or refuse to drill any offset well or wells in good faith, as required herein, if the Lessee shall fail or refuse to obtain the insurance coverage required under Section 12, Part III of this Lease or to comply with the other requirements of Part III, if the Lessee or his representative shall refuse the proper authority access to the records and other data pertaining to the operations under this Lease within thirty (30) days of request by any County representative, if the Lessee or his representative shall intentionally fail or refuse to give correct information to the proper authorities or fail or refuse to furnish the cuttings or cores of any well within thirty (30) days of request by any County representative, or intentionally fail or refuse to

furnish the log of any well within thirty (30) days of request by any County representative or within thirty (30) days after production is found in paying quantities therein, as applicable, or if Lessee or his representative shall fail or refuse to timely file with Lessor any other report required herein, and if such failures or refusals are not cured within thirty (30) days of demand to cure, or if any of the other terms of this Lease shall be violated, this Lease shall be subject to forfeiture by the Commissioners Court of Travis County, Texas, by an Order entered in the Minutes of the Commissioners Court of Travis County, Texas, and mailed to the Lessee in accordance with the provisions of Section 17 hereof, reciting the facts constituting the default and declaring the forfeiture. Upon proper showing by the Lessee, within thirty (30) days after the mailing to the Lessee of the Order declaring the forfeiture, this Lease shall, at the discretion of the Commissioners Court of Travis County, Texas, and upon such terms existing at the time the Lease was placed in default, be reinstated. In case of violations by the Lessee of the provisions of this Lease, the remedy of Travis County, Texas, by forfeiture shall not be the exclusive remedy, but, in addition, a suit for damages, specific performance, or both may be instituted.

(b) If this Lease terminates under the provisions of Sections 1, 2, 7, or 12, the Commissioners Court of Travis County, Texas, may immediately declare the termination of this Lease by an Order entered in the Minutes of the Commissioners Court of Travis County, Texas, and mailed to the Lessee in accordance with the provisions of Section 17 hereof, reciting the facts relevant to the termination, reciting the provisions under which this Lease terminated, and declaring the termination of this Lease. The Lessee may present to the Commissioners Court of Travis County, Texas, relevant facts showing why this Lease has not terminated. If, by the presentation of such facts, the Travis County Commissioners Court determines that this Lease has not terminated, then the Commissioners Court may rescind its Order of termination; in which case, this Lease shall continue in full force and effect under such terms and provisions existing at the time the Lease was declared terminated. In the case of noncompliance with the provisions of Sections 1, 2, 7, or 12 hereof, the remedy of Travis County, Texas, by terminating the Lease, shall not be the exclusive remedy but, in addition, a suit for damages, specific performance, or both may be instituted.

15. ASSIGNMENT

The rights acquired under this Lease may be sold, transferred, assigned or conveyed in whole or in part provided that all rights acquired may be assigned in quantities of not less than forty (40) acres, unless there be less than forty (40) acres remaining in any survey, in which case, such lesser area may be assigned. All assignments shall be filed for record in the County Clerk's office of Throckmorton County, Texas, and a certified copy of the assignment shall be filed in the Commissioners Court of Travis County, Texas, within one hundred (100) days after the date of the first acknowledgement thereof, accompanied by a transfer fee in the amount of Ten Cents (\$.10) per acre for the gross acres assigned. If not so filed and payments so made, the assignment shall be void as against Travis County, Texas, at the sole discretion of the Travis County Commissioners Court. Every assignee shall succeed to all rights and be subject to all obligations, liabilities, and penalties owed to Travis County, Texas, by the original Lessee or any prior transferee of the Lease, including any liabilities to the county for unpaid royalties.

16. RELINQUISHMENT

All rights to any whole lease and to any assigned portion thereof may be relinquished to Travis County, Texas, at any time by having an instrument of relinquishment recorded in the County Clerk's Office of Throckmorton County, Texas, and a certified copy of the relinquishment

filed in the Commissioners Court of Travis County, Texas, accompanied by a ONE DOLLAR (\$1.00) relinquishment fee for each Three Hundred Twenty (320) acre tract of land or assigned portion thereof relinquished. A relinquishment made pursuant to this section shall not relieve the Lease Owner of any past due obligations theretofore accrued thereon or impair the Lessor's lien herein provided for.

17. NOTICE

Any notice to be given hereunder by either party to the other shall be in writing, and may be effected by hand delivery; with notice deemed received immediately upon delivery, or by registered or certified mail, postage prepaid, return receipt requested, with notice deemed effective upon the third day following the date of its mailing in accordance with the terms of this Section. Notice to Lessor shall be made or addressed to Honorable Samuel T. Biscoe, Travis County Judge, 314 W. 11th Street, Suite 520, Austin, Texas, 78701. To be effective, notice to Lessor must also be mailed by registered or certified mail, postage prepaid, return receipt requested, to Cyd V. Grimes, CPM, Travis County Purchasing Agent, 314 W. 11th Street, Suite 400, Austin, Texas 78701. Notice to the Lessee shall be made or addressed to: _____, _____, _____. Each party hereto may change the address to it by giving notice of such change in accordance with the provisions of this paragraph.

18. FORCE MAJEURE

(a) When drilling, reworking, or other operations are delayed or interrupted by storm, flood, or other act of God, fire, war, rebellion, insurrection, riot, strikes, or failure of carriers to transport or furnish facilities for transportation, or as a result of an order, requisition, or necessity of the government, or as a result of any situation beyond the control of the Lessee, the time of such delay or interruption shall not be counted against the Lessee, anything in this Lease to the contrary notwithstanding; provided, however, Lessee shall immediately notify Lessor of the delay or interruption, the cause of such delay or interruption, and an estimated time for recommencement of drilling, reworking, or other operations, if possible; and, provided, however, Lessee shall immediately recommence drilling, reworking, or other operations once the cause of -the delay or interruption ceases or no longer poses a problem; and, provided, however, if Lessor determines that the duration of such delay or interruption is indefinite, Lessor may terminate this Lease in accordance with Section 14 hereof.

(b) All express or implied covenants of this Lease shall be subject to all Federal and State laws, executive orders, rules, and regulations and this Lease shall not be terminated, in whole or in part, nor the Lessee held liable in damages for failure to comply herewith, if compliance is prevented by or if such failure is the result of any such law, order, rule, or regulation; and, if from such cause, the Lessee is prevented from conducting drilling or reworking operations on or producing oil or gas from the leased premises, the time while Lessee is so prevented shall not be counted against the Lessee, and this Lease shall be extended for a period of time equal to that during which the Lessee is so prevented from conducting drilling or reworking operations on or producing oil or gas from the leased premises, notwithstanding any other provision hereof; provided Lessee immediately informs Lessor of any law, executive order, rule, or regulation preventing Lessee's compliance with this Lease, and provided Lessee continues to perform its obligations under this Lease, insofar as feasible, in a manner consistent with the applicable law, executive order, rule, or regulation. This Section shall not be construed to affect the amount of any payment(s) due under this Lease. However, the force majeure provisions set forth in this Paragraph

(b) shall not apply to any order issued or action taken by the Texas Railroad Commission as a result of Lessee's failure to comply with applicable law or with the Commission's orders, rules, or regulations or the orders, rules, or regulations of another state agency where such compliance is within Lessee's reasonable control.

19. BINDING CONTRACT

The covenants, terms, conditions, obligations, and agreements contained herein shall extend to and be binding upon the heirs, executors, administrators, successors, successors in office, or assigns of the Lessee herein.

20. VENUE AND CHOICE OF LAW

(a) Venue and jurisdiction of any suit, right or cause of action arising out of or in connection with this Lease Agreement shall be subject to the venue statutes set forth in Sections 15.011 and 15.015 of the Texas Civil Practice and Remedies Code as currently enacted or as recodified or amended; provided, however, in the event of a conflict between Sections 15.011 and 15.015, Section 15.015 shall prevail and control.

(b) This Lease Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the United States of America and the laws of the State of Texas.

21. RIGHTS AND REMEDIES CUMULATIVE/NON-WAIVER

(a) Failure by either party to this Lease Agreement to perform its obligations under this Agreement shall constitute a breach of this Agreement; and, in the event of such breach, the other party is entitled to any and all rights and remedies allowed under United States law and/or Texas law, as applicable, (statutory law, case law, rules or regulations).

(b) The respective rights and remedies of the parties hereto are cumulative. Except as otherwise expressly provided in this Lease Agreement, the exercise of any right or remedy in this Agreement, in whole or in part, shall not preclude the exercise of any other right or remedy under this Agreement or under any law of the United States or the State of Texas.

(c) In the event a party hereto does not enforce any obligation of the other party to this Agreement, or does not pursue any rights or remedies to which the party may be entitled or pursues a right or remedy only in part, such failure(s) shall not be considered a waiver of the other party's breach of this Agreement or of any subsequent breach of this Agreement by that party; and, the party is entitled to pursue any right or remedy, in whole or in part, for such breach as provided in this Agreement or by applicable law.

22. CONFLICT OF INTEREST QUESTIONNAIRE

(a) This Section is subject to Chapter 176 of the Texas Local Government Code. If required under Section 176.006, Subsection (a), Local Government Code, Lessee shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of Chapter 176 of the Local Government Code. The standard questionnaire form is set forth in Exhibit A attached hereto and hereby incorporated by reference herein for all purposes.

(b) Within the applicable, authorized time period prescribed in Section 176.006, Subsection (a-1), Lessee shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk whose address is 5501 Airport Boulevard, Austin, Texas 78751.

(c) Lessee shall file an updated, completed Questionnaire with the Travis County Clerk not later than the seventh (7th) business day after the date of an event that would make a statement in the Questionnaire incomplete or inaccurate.

(d) The law requires that the Lessor provide access to Conflict of Interest Questionnaires filed under Chapter 176, Local Government Code, on Lessee's website at www.co.travis.tx.us. However, the law does not require that the Lessee release information which is excepted from disclosure under the Texas Public Information Act.

(e) As between Lessor and Lessee, Lessee shall be solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the contents contained therein and ensuring compliance with all applicable requirements of Chapter 176 of the Local Government Code.

23. CONSTRUCTION

(a) No rule of construction or interpretation shall apply against any particular party to this Lease based on a contention that this Lease Agreement was drafted by one of the parties. This Lease Agreement shall be construed and interpreted in a neutral manner and according to its terms.

(b) Words of any gender in this Lease Agreement shall be construed to include the other, and words in either number shall be construed to include the other, unless the context in this Agreement clearly requires otherwise.

(c) Headings and titles at the beginning of the provisions of this Lease Agreement have been included only to make it easier to locate the subject matter covered by that part, section or paragraph and shall not be used in construing this Agreement.

(d) When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that Travis County has declared a holiday for its employees, these days shall be omitted from the computation. For each year of this Lease, the County's holiday schedule may be obtained from the Travis County Purchasing Agent, upon request. All hours stated in this Lease Agreement are stated in Central Standard Time or in Central Daylight Savings Time, as applicable. All references in this Lease Agreement to the word "days" mean calendar days, unless this Agreement specifically states otherwise.

(e) Provisions, words, phrases, and statutes, whether incorporated by actual use or reference, shall be applied to this Lease Agreement in accordance with Chapters 311 and 312 of the Texas Government Code.

24. SOVEREIGN IMMUNITY

Nothing in this Lease Agreement shall be construed as a waiver of Travis County's

sovereign immunity. No provision of this Agreement shall be interpreted or construed in any way intended to constitute a waiver by Travis County of any immunities from suit or liability that County may have by operation of law; and, Travis County hereby retains all of its affirmative defenses.

IN TESTIMONY WHEREOF, witnessed the signature of the County Judge of Travis County, Texas, this ___ day _____, 2008.

TRAVIS COUNTY, TEXAS, Lessor

By: _____
Honorable Samuel T. Biscoe
Travis County Judge

Date: _____

_____, LESSEE

_____, LESSEE

By: _____

Date: _____

THE STATE OF TEXAS)

COUNTY OF TRAVIS)

BEFORE ME, the undersigned, a Notary Public, in and for said County, Texas, on this day personally appeared the Honorable Samuel T. Biscoe, TRAVIS COUNTY JUDGE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of TRAVIS COUNTY, TEXAS, and that he executed the same as the act of TRAVIS COUNTY, TEXAS, in his capacity as Travis County Judge, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____, day of _____, 2008.

Notary Public in and for
The State of Texas

Stamped or Printed Name:

My Commission Expires:

Date: _____

THE STATE OF TEXAS)
COUNTY OF TRAVIS)

BEFORE ME, the undersigned, a Notary Public, in and for said County, Texas, on this day personally appeared _____, [Name] _____ [Title], _____ [Name of Company] known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his capacity as _____ [Title] of _____ [Name of Company], for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of _____, 2008.

Notary Public in and for
The State of Texas

Stamped or Printed Name:

My Commission Expires:

Date: _____

EXHIBIT "B"

NOTICE OF INTENTION TO LEASE LAND

On the 20th day of May, 2008, at 9:00 o'clock a.m. at a Regular Session of the Commissioners Court of Travis County, Texas, in the Commissioners Courtroom in the Travis County Ned Granger Building, in the City of Austin, Travis County, Texas, the Travis County Commissioners Court will open sealed bids for and may award an oil and gas lease in the following described real property, to-wit:

Tracts 31 and 45 of the Travis County School Land, Survey, Abstract No. 254, as recorded in the Plat Records of Throckmorton County, Texas, at volume 2, page 16, and the Deed Records of Throckmorton County, Texas, at Book 60, page 73, specifically, Tracts 31 and 45 which consist of Six Hundred Forty (640) acres of land more or less.

All bids must be submitted to and received by Cyd V. Grimes, Travis County Purchasing Agent, P. O. Box 1748, Austin, Texas 78767, located on the Fourth floor of the Travis County Ned Granger Building, in the City of Austin, Travis County, Texas, on or before 11:00 o'clock a.m., on the 9th day of June, 2008. Interested parties should contact Jason G. Walker, Purchasing Agent Assistant, Travis County Purchasing Office, P. O. Box 1748, Austin, Texas 78767, (512)-854-4562, to obtain bidding instructions and the County's standard oil and gas lease form.

| NEWSPAPER | PUBLISHED | COST |
|-----------------------------|-----------------------------|-------------------|
| Abilene Reporter-News | daily | \$1,026.00 |
| Amarillo Globe News | daily | \$704.43 |
| Austin American Statesman | daily | \$649.68 |
| Lubbock Avalanche Journal | daily | \$729.09 |
| Midland Reporter Times | daily | \$279.00 |
| Times Record News (Wichita) | daily | \$562.77 |
| Graham Leader | 2x/week (Weds. and Sat.) | \$304.95 |
| TOTAL | | \$4,255.92 |

All costs include ads being published three times, once a week.

TRAVIS COUNTY COMMISSIONERS COURT
AGENDA REQUEST

Work Session _____ Voting Session May 20, 2008 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, County Judge
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested Text: Consider and take appropriate action on request to approve contract for Travis County to perform administrative, accounting, and clerical services for the Travis County Corporations from October 1, 2008 to September 30, 2010.

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

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable.

- Planning and Budget Office (473-9106)
☐ Additional funding for any department or for any purpose
☐ Transfer of existing funds within or between any line item
☐ Grant
- Human Resources Department (473-9165)
☐ A change in your department's personnel (reclassifications, etc)
- Purchasing Office (473-9700)
☐ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
☐ Contract, Agreement, Policy & Procedure

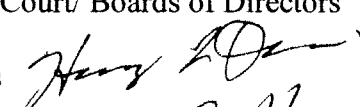
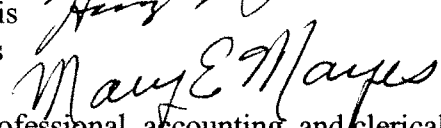
RECEIVED
COUNTY JUDGES OFFICE
08 MAY 12 PM 1:27

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Mondays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

TRAVIS COUNTY
CASH/INVESTMENT MANAGEMENT DEPARTMENT

May 20, 2008

To: Commissioners Court/ Boards of Directors

From: Harvey L. Davis 
Mary E. Mayes 

Re: Contract for professional, accounting, and clerical services
for the Travis County Corporations

- The contract between the Corporations and Travis County for accounting and administrative services ends on September 30, 2008. The Corporations paid Travis County \$124,841 for FY07 and \$131,083 for FY08.
- We believe a realistic estimate is that 50% of Cash/Investment's budget resources are devoted to the Corporations.
- Section 4.1 of the attached contract provides for the Corporations to pay Travis County the following amounts, based on 50% of the Cash Investment Management FY09 base budget (except for the Bloomberg, investment software costs, and compensation adjustments) and then a 3% inflation factor for each year:

For FY-09 \$130,144

For FY-10 \$134,048

(The FY-09 transfer is slightly less than the FY-08 transfer because we subtracted temporary salaries in FY-09 but not in FY-08 to calculate an adjusted budget for purposes of applying the 50% allocation)

- Section 4.2 of the attached contract apportions the cost among the corporations based on the ratio of each corporation's fund balance to the total balance of all funds at September 30 of the fiscal year before the payment is due. This is the same method used in prior contracts to apportion the annual cost.

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Barbara Wilson, Asst. County Attorney
Leroy Nellis, Budget Manager, Planning and Budget
Mike Gonzalez, Sr. Financial Analyst

CONTRACT FOR ACCOUNTING SERVICES,
ADMINISTRATIVE, & CLERICAL SERVICES
BETWEEN TRAVIS COUNTY AND
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION,
CAPITAL HEALTH FACILITIES DEVELOPMENT CORPORATION,
TRAVIS COUNTY HOUSING FINANCE CORPORATION,
CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION,
TRAVIS COUNTY DEVELOPMENT AUTHORITY, AND
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION

This Contract is entered into by the following parties:

Travis County, a political subdivision of the State of Texas, ("County"),
and

Travis County Health Facilities Development Corporation, a public non-profit
corporation incorporated under the TEX. HEALTH & SAFETY CODE ANN., ch. 221,

Capital Health Facilities Development Corporation, a public non-profit corporation
incorporated under the TEX. HEALTH & SAFETY CODE ANN., ch. 221,

Travis County Housing Finance Corporation, a public non-profit corporation
incorporated under the TEX. LOC. GOV'T CODE ANN., ch. 394,

Capital Industrial Development Corporation a public non-profit corporation incorporated
under the TEX. REV. STAT. ANN., art. 5190.6,

Travis County Development Authority, a public non-profit corporation incorporated
under TEX. TRANS ANN. CODE., ch. 431, subch. D and TEX. LOC. GOV'T CODE ANN., ch. 394, and

Travis County Cultural Education Facilities Finance Corporation, a public non-profit
corporation incorporated under the TEX. REV. CIV. STAT. ANN., art. 1528m, (collectively called
the "Corporations").

RECITALS

Corporations need the accounting, administrative, and clerical services of the type
required as a result of GASB 14. County will provide professional accounting, administrative,
and clerical services for the Corporations.

AGREEMENT

In consideration of the mutual promises and covenants in this contract, County and
Corporations agree to the following terms and conditions:

1.0 DEFINITIONS

In this contract,

1.1 "Commissioners Court" means Travis County Commissioners Court.

1.2 "Board" means the Boards of Directors of each of the corporations that are parties to this contract and called Corporations acting both individually and collectively.

2.0 CONTRACT PERIOD

2.1 This Contract shall continue in full force for the contract period which commences on October 1, 2008, and terminates on September 30, 2010, unless earlier terminated by either party as provided in this contract.

3.0 COUNTY PERFORMANCE OF SERVICES

3.1 During the contract period, County shall provide the following services for the Corporations:

3.1.01 daily perform office management services such as research, making and maintaining files, entering data, typing and making copies;

3.1.02 weekly act as support corporate secretary for each Board by attending Tuesday Board meetings, recording proceedings, preparing and reviewing minutes before submission to Board, preparing agenda requests for items to be considered by the Board;

3.1.03 monthly provide accounting services for each corporation such as reconciling the bank statements, recording activity in the accounting system, preparing financial statements, preparing summary financial statements to submit to the American Statesman, review of all of the above monthly duties by second accountant for accuracy,

3.1.04 quarterly perform two compliance audits and report findings to Board;

3.1.05 prepare a quarterly investment report to comply with the Public Funds Investment Act;

3.1.06 annually provide information necessary for preparation of Travis County external audit, including preparing the current schedule of conduit debt outstanding and the audit schedules requested by the external auditor;

3.1.07 annually prepare the affordable housing list for the Austin Tenant's Council and maintain and update records of conduit debt outstanding and review of these records for accuracy by a second accountant; and

3.1.08 as needed and requested by the President of any Corporation that is a Contractor, attend meetings, coordinate with the corporate Financial Advisor and legal counsel, act as liaison between project and program facilitators and Board members, monitor projects and programs as directed by Board of Directors, prepare and deposit checks, invest funds not currently needed to cover outstanding checks.

- 3.1.09 prepare compliance audits of apartment complexes;
- 3.1.10 file compliance reports and trustee statements;
- 3.1.11 maintain compliance report logs;
- 3.1.12 answer citizen's questions about affordable housing programs;
- 3.1.13 prepare grant applications for HOME funds;
- 3.1.14 research possible affordable housing initiatives;
- 3.1.15 read bond transcripts for completeness and accuracy; and
- 3.1.16 assist in special projects such as compliance of contracts with nonprofits and oversight of the lease-purchase housing program.

3.2 County shall perform all services and activities under this contract in a professional manner, at a standard acceptable for similar services in Travis County and in a prompt and efficient manner.

3.3 County shall conform to all laws, regulations and ordinances applicable to the performance of this contract.

4.0 PAYMENT

4.1 For the performance of accounting services under this contract for the fiscal year ending September 30, 2009, Corporations shall pay County \$130,144 on or before October 31, 2008. For the performance of accounting services under this contract for the fiscal year ending September 30, 2010, Corporations shall pay County \$134,048 on or before October 30, 2009.

4.2 The Corporations shall apportion this sum among themselves based on the total balance of funds that all Corporations have at September 30 of the fiscal year before the payment is due with each corporate Contractor paying the percentage that represents the ratio of its balance to the total balance on that date.

5.0 AMENDMENTS

5.1 Unless specifically provided otherwise in this contract, any change to the terms of this contract or any attachments to it shall be made by written change order signed by both parties. Corporations acknowledge that no officer, agent, employee or representative of County has any authority to change the scope of this contract or any attachments to it unless expressly granted that authority by the Commissioners Court.

5.2 Corporations shall submit all requests for alterations, additions or deletions of the terms of this contract or any attachment to it to the County Judge. The President of the corporate

Contractor requiring an amendment shall present Contractor's requests to Commissioners Court for consideration.

6.0 SUBCONTRACTS

6.1 County may enter into any subcontracts for any service or activity required as performance for this contract without the prior written approval or the prior written waiver of this right of approval from Corporations.

7.0 ASSIGNABILITY

7.1 Neither party may assign any of the rights or duties created by this contract without the prior written approval of the other party. It is acknowledged by Corporations that no officer, agent, employee or representative of County has any authority to assign any part of this contract unless expressly granted that authority by the Commissioners Court.

8.0 TERMINATION

8.1 County shall have the right to terminate this contract, in whole or in part, at any time before the date of termination specified in 2.1 of this contract if Corporations have failed to comply with any term or condition of this contract.

8.2 County shall notify Corporations in compliance with 11.0 if Corporations has failed to comply with any term or condition of this contract and allow Corporations at least ten (10) days to correct the failure. The written notice shall state the effective date of termination if the failure is not corrected; the reasons for termination and, in the case of partial termination, the portion of the contract to be terminated.

8.3 Notwithstanding any exercise by County of its right of early termination pursuant to this 8.0, Corporations shall not be relieved of any liability to County.

9.0 NON-WAIVER OF DEFAULT

9.1 No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Corporations which then exists or may subsequently exist. All rights of County under this contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this contract shall not preclude the exercise of any other right or remedy under this contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

9.2 No payment, act or omission by Corporations may constitute or be construed as a waiver of any breach or default of County which then exists or may subsequently exist. All rights of Corporations under this contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to Corporations under it. Any right or remedy in this contract shall not preclude the exercise of any other right or remedy under this contract or under any law, nor shall any action taken in the exercise of any right or remedy be

deemed a waiver of any other rights or remedies.

10.0 ENTIRE AGREEMENT

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

11.0 NOTICES

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

11.2 The address of County for all purposes under this contract shall be:

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

With copies to (registered or certified mail with return receipt is not required):

Honorable David A. Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767-1748

11.3 The address of the Corporations for all purposes under this contract and for all notices hereunder shall be:

Honorable Samuel T. Biscoe (or his successors in office)
President
Travis County Health Facilities Corporation,
Capital Health Facilities Corporation,
Travis County Housing Finance Corporation,
Capital Industrial Development Corporation
Travis County Development Authority, and
Travis County Cultural Education Facilities Finance Corporation
P.O. Box 1748
Austin, Texas 78767-1748

11.4 Each party may change the address for notice to it by giving notice of the change in compliance with 11.0.

12.0 SPECIAL CONDITION

12.1 Neither party is liable for failure to perform or delay in performance that is caused by Acts of God, riots, war, insurrection and other similar events that are not within the control of the failing or delayed party.

13.0 CONSTRUCTION OF CONTRACT

13.1 This Contract is governed by the laws of the State of Texas and all obligations under this contract shall be performable in Travis County, Texas.

13.2 If any portion of this contract is ruled invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

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

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

13.5 Words of any gender in this contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the contract clearly requires otherwise.

TRAVIS COUNTY

By: _____

Honorable Samuel T. Biscoe
Travis County Judge

Date: _____

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION

By: _____

Samuel T. Biscoe
President

Date: _____

CAPITAL HEALTH FACILITIES DEVELOPMENT CORPORATION

By: _____
Samuel T. Biscoe
President Date: _____

TRAVIS COUNTY HOUSING FINANCE CORPORATION

By: _____
Samuel T. Biscoe
President Date: _____

CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION

By: _____
Samuel T. Biscoe
President Date: _____

TRAVIS COUNTY DEVELOPMENT AUTHORITY

By: _____
Samuel T. Biscoe
President Date: _____

TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION

By: _____
Samuel T. Biscoe
President Date: _____

25 ✓

AGENDA REQUEST

Please consider the following item for voting session on May 20, 2008:

I. A. Request made by: Commissioner Margaret J. Gómez Phone #854-9444

B. Requested text:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM THE CAPITAL AREA TRANSPORTATION SYSTEM (CARTS) TO RATIFY APPOINTMENT OF DEBBIE INGALSBE TO REPRESENT CARTS ON THE AUSTIN-SAN ANTONIO CCOMMUTER RAIL DISTRICT BOARD OF DIRECTORS, EFFECTIVE IMMEDIATELY THROUGH FEBRUARY 2010.

C. Approved by:

Margaret J. Gómez
Signature of Commissioner or Judge

II. A. Is backup material attached? YES XXX NO _____

Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).

B. Have the agencies affected by this request been invited to attend the Voting Session ? YES XX NO _____ Please list those contacted and their telephone Numbers:

III. PERSONNEL

No A change in your department's personnel (reclass, etc.)

IV. BUDGET REQUEST. If your request involves any of the following, Please check appropriately:

____, ADDITIONAL FUNDING FOR YOUR DEPARTMENT

____, TRANSFER OF FUNDS WITHIN YOUR DEPARTMENT BUDGET

____, A CHANGE IN YOUR DEPARTMENT'S PERSONNEL

The County Human Resources department (473-9165) and/or the Planning and Budget Office (473-9106) must be notified prior to submission of this agenda request.

RECEIVED
COUNTY JUDGE'S OFFICE
08 MAY 13 PM 1:52



MEMORANDUM

Via e-mail

To: Appointing Jurisdictions
City of Austin Bexar County Texas Department of Transportation
City of Georgetown Hays County Capital Area MPO
City of New Braunfels Travis County San Antonio-Bexar County MPO
City of San Antonio Williamson County Capital Metropolitan Transportation Authority
City of San Marcos
City of Schertz
From: Alison Schulze, AICP, Rail District Administrator/Senior Planner
Date: December 17, 2007
Re: Appointment of Members to Board of Directors of the Austin-San Antonio Intermunicipal Commuter Rail District (Rail District)

On December 7, in accordance with the Rail District's statutory authority as amended in 2005, the Rail District Board agreed to staggered terms so that one-half of the Board members' terms will expire each year. Board members will continue to serve two-year terms; but, in order to begin staggered terms, one-half of the Board will be appointed in February 2008 for terms to run to February 2010; the remaining Board members will be appointed in February 2009 for terms to run to February 2011.

The Rail District resolution determining terms for Board members is attached for your use and information. *The purpose of this memo is to notify the appointing jurisdictions listed below that their current representative's term will expire February 1, 2008.* The Rail District requests that the jurisdictions listed below appoint members to the Rail District Board in February 2008. Board members will be appointed to a two-year term to run from February 2008 to February 2010. Any member of the Board is eligible for reappointment.

Appointments to be made in February 2008:

| APPOINTING JURISDICTION | RAIL DISTRICT BOARD MEMBER (terms expire February 1, 2008) |
|---|---|
| Texas Transportation Commission | J. Tullos Wells |
| City of Austin | Councilmember Jennifer Kim |
| Travis County (CARTS representative) | Commissioner Debbie Ingalsbe |
| Bexar County (ART representative) | Gloria Arriaga |
| City of San Antonio | Councilmember John Clamp |
| Hays County | Commissioner Will Conley |
| Capital Metropolitan Transportation Authority | Councilmember Jamie Allen |
| Williamson County | Commissioner Lisa Birkman |
| City of San Marcos | Councilmember John Thomaides |
| City of Schertz | Mayor Hal Baldwin |

The remaining ten Board members' terms will expire on February 1, 2009. There is no action to be taken at this time on their appointments, and the list below is included for information only.

Appointments to be made in February 2009:

| APPOINTING JURISDICTION | RAIL DISTRICT BOARD MEMBER (terms expire February 1, 2009) |
|---|--|
| Texas Transportation Commission | Mariano Camarillo |
| City of Austin (Business Community representative) | Sid Covington |
| Bexar County | Commissioner Tommy Adkisson |
| Travis County | Commissioner Gerald Daugherty |
| City of San Antonio (Business Community representative) | Carroll Schubert |
| Capital Area MPO | Commissioner Jeff Barton |
| City of New Braunfels | Councilmember Pat Wiggins |
| San Antonio-Bexar County MPO | Senator Jeff Wentworth |
| City of Georgetown | Councilmember Patty Eason |
| VIA Metropolitan Transit | Mary Briseño |

The Rail District appreciates your attention and action on the appointments listed on page 1. If you need additional information, please contact me by phone (512/589-2709) or by e-mail (amschulze@asarail.org).

Attachment: Rail District Resolution



RESOLUTION BY THE BOARD OF DIRECTORS FOR THE
AUSTIN-SAN ANTONIO INTERMUNICIPAL COMMUTER RAIL DISTRICT
DETERMINING TERMS FOR BOARD MEMBERS

WHEREAS, the Austin San Antonio Intermunicipal Commuter Rail District ("Rail District") was created pursuant to Article 6550c-1, Revised Texas Statutes; and

WHEREAS, the statute as originally enacted provided for two-year terms for board members with all terms ending on the same date; and

WHEREAS, legislature amended the statute effective September 1, 2005 to provide that the members of the board shall determine the lengths of board members' terms so that one-half or as near one-half as possible of the members' terms shall expire each year; and

WHEREAS, the Rail District now has a full board with all member entities having appointed members of the board; and

WHEREAS, it is now appropriate to divide the terms of the board members so that one-half will expire each year; and

WHEREAS, the amendment to the statute provides that the determination will be made either by unanimous agreement or by the drawing of lots; and

WHEREAS, the board members have either agreed to terms or terms have been assigned by the drawing of lots:

NOW, THEREFORE, the board of directors determines and orders the following:

1. The following board members' terms shall expire February 1, 2008:

J. Tullos Wells
Jennifer Kim
Debbie Ingalsbe
Gloria Arriaga
John Clamp
Will Conley
Jamie Allen
Lisa Birkman
John Thomaides
Hal Baldwin

The following board members' terms shall expire February 1, 2009:

Mariano Camarillo
 Sid Covington
 Tommy Adkisson
 Gerald Daugherty
 Carroll Schubert
 Jeff Barton
 Pat Wiggins
 Jeff Wentworth
 Patty Eason
 Mary Briseño

2. Any member of the board of directors is eligible for reappointment at the end of the member's term.

Dated to be effective the 7th day of December 2007.



Sid Covington, Chairman

Debbie Gonzales Ingalsbe

Hays County Commissioner Pct. 1

Commissioner Debbie Gonzales Ingalsbe has dedicated her life to her family, her faith, and community service. She holds the distinction of being Hays County's first woman county commissioner and previously served as a Deputy Constable after completing the Travis County Sheriff's Academy. She carries on a family tradition of public service, following her father who also served as Commissioner for Precinct one. This precinct includes the southern and eastern portions of the county and borders Caldwell, Guadalupe, and Comal Counties.

Commissioner Ingalsbe is a life-long resident of San Marcos and Hays County. She is married to Garry Ingalsbe and has two children Peggy and Robbie, both of whom are graduates of Baylor University in Waco, Texas. Commissioner Ingalsbe strongly believes both her roots and her future are firmly tied to Hays County.

Debbie's strong dedication to community service is reflected in the projects she has led and participated in. Hays County can boast of having one of the most comprehensive and advanced public health facilities in the state. This is a direct result of Commissioner Ingalsbe's foresight and commitment. It was her action, which caused the county's tobacco settlement funds to be used exclusively for public health. No Hays County taxpayer monies were used to construct this facility in San Marcos. Additionally, health clinic facilities were added in Kyle, one of the fastest growing areas of the county.

Even though the county now has a road engineer, Debbie has remained very involved with Pct. 1 road construction and repair. Each year has seen more and more Pct. 1 roads being reconstructed and repaired. She has worked both with private sector businesses and with local entities for cost shared improvements. To assist with day-to-day maintenance and repairs, Debbie established the placement of a permanent local crew. This has proved very effective and responsive to citizens needing simple but immediate service.

Precincts one and two now have a new centralized yard and administrative facility, constructed on Yarrington Road. The property owner, at the request of Commissioner Ingalsbe, gave the 10-acre site to the county. Again, this was a tremendous cost savings to the taxpayers.

Commissioner Ingalsbe is dedicated to improving the efficiency of the county road department and in raising county road standards. At her request, we will soon be seeing more roads finished with asphalt instead of chip-sealed. She is also requesting greater safety measures to include better drainage, striping, and guardrails.

Commissioner Ingalsbe takes great pride in her support of our Bond Package, which will fund improvements to both state and county roads, and provide funding for much needed parks and open spaces. She believes these issues are critical to ensuring the quality of life, which makes this area of the state so special.

Much of the Commissioners Court's daily business involves policy-making, administration of county offices and coordination with other elected officials. The

court approves the annual county budget, sets the county tax rate, and oversees much of the development activity, such as subdivision platting.

As testimony to her commitment to community service, Debbie is currently serving and active on several boards and community organizations including:

- Second Vice President of the South Texas County Judges' and Commissioners' Association
- San Marcos/Hays Co. EMS
- Hays/Caldwell Council on Alcohol and Drug Abuse
- Economic Development - San Marcos
- San Marcos Education Foundation
- Southside Community Center
- C.A.R.T.S.
- The Solid Rock Church

Debbie will continue to be a full time County Commissioner and accountable to the citizens of Hays County. She is available at her office which is located at the Hays County Courthouse.

Item # 26

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for **VOTING SESSION: May 27, 2008**

A. REQUEST MADE BY: Sheriff Greg Hamilton
(Elected/Appointed Official/Executive Mgr/County Attorney)

B. REQUESTED TEXT: Consider and take appropriate action to extend end date of slot #1763 - 0.5 time Psychiatrist from May 31, 2008 through September 31, 2008.

COUNTY JUDGE OR COMMISSIONER

- A. Any backup material to be presented to the Court must be submitted with this Agenda Request (Original(s) & 8 copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. The originating department should send a copy of this Agenda Request and backup to them:

County HRMD - Luane Shull - 4-9165

REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:

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

PURCHASING OFFICE (854-9700)

☐ Bid, Purchase Contract, Request for Proposals

COUNTY ATTORNEY'S OFFICE (854-9415)

☐ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
08 MAY 15 PM 1:16

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesday at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

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

SCOTT BURROUGHS
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

May 8, 2008

MEMORANDUM

TO: County Judge & Commissioners Court
FROM: Greg Hamilton, Sheriff *GH*
SUBJECT: Psychiatrist Part-Time Slot

The Sheriff's Office hired one part-time psychiatrist in March, 2008 for inmates. We currently have a vacancy for a second part-time psychiatrist position. The vacant position has an end date of May 31, 2008. Our office is in the process of working with an applicant for the vacant part-time position. We anticipate that this part-time psychiatrist position will be filled in June, 2008.

I am requesting that the end date of May 31, 2008 be extended through September 31, 2008, and that both part-time psychiatrist positions be permanent in the 2008 budget. Should you have any questions, please do not hesitate to contact my office.

GH/dr

cc: Chief Jim Sylvester
Major Darren Long
Major Mark Sawa
Mike Summers, Director, Medical Services
Mike Hemby, R&P ✓
Debbie Rich, HR
Bill Derryberry, PBO
Linda Moore Smith, HRMD



Item # 27

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for **VOTING SESSION: May 27, 2008**

A. REQUEST MADE BY: Sheriff Greg Hamilton
(Elected/Appointed Official/Executive Mgr/County Attorney)

B. REQUESTED TEXT: Consider and take appropriate action:

- To reduce slot #1659 Corrections Officer from full-time to 0.5 time.
- Creation of one (1) 0.5 time slot Corrections Officer effective immediately

COUNTY JUDGE OR COMMISSIONER

- A. Any backup material to be presented to the Court must be submitted with this Agenda Request (Original(s) & 8 copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. The originating department should send a copy of this Agenda Request and backup to them:

County HRMD - Luane Shull - 4-9165

REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:

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

PURCHASING OFFICE (854-9700)

_____ Bid, Purchase Contract, Request for Proposals

COUNTY ATTORNEY'S OFFICE (854-9415)

_____ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
08 MAY 15 PM 1:16

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesday at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

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

SCOTT BURROUGHS
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

April 15, 2008

MEMORANDUM

TO: Linda Moore Smith, Director, HRMD
FROM: Greg Hamilton, Sheriff *GH*
SUBJECT: Convert One FTE Slot into Two PT Slots

Two full-time Corrections Officer slots were temporarily reassigned to the TCSO HR/Background Section in order to expedite the background investigations of applicants applying for Corrections. FTE slot 475 and slot 1659 have been filled for the past year with two part-time employees who were hired on a temporary basis to conduct background investigations. These two part-time positions have allowed us to expedite the process and fill all corrections vacancies as of this date.

I am requesting that one full-time slot (slot number 1659) in budget 37-35 be converted into two part-time slots. These two part-time slots will continue to be assigned to the HR/Background Section to assist with background investigations for the hiring process. The only additional cost for this action is insurance benefits, which will be absorbed within our current budget. I would appreciate your placing this on the Court's agenda for approval as soon as possible.

/dr

cc: Chief Jim Sylvester
Major Darren Long
Major Mark Sawa
Debbie Rich, TCSO HR
Luane Shull, HRMD
Michael Hemby, TCSO R&P
Bill Derryberry, PBO




✓

VS # 28

AGENDA REQUEST

Please consider the following item for:

Work Session _____ Executive Session 5/20/08  Voting Session _____

I. A. Request made by: COUNTY ATTORNEY (J. Elliott Beck)
Phone: 854-9513

B. Requested Text:

Receive briefing from the County Attorney in Travis County, et al v. Pat Macon (TLB Investment Properties, LLC Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1) (A) .

C. Approved

by:

Signature of Commissioner or Judge

II. A. Is backup material attached*: YES X NO

*Any backup material to be presented to the court must be submitted with this Agenda Request (Original & Eight copies).

B. Have the agencies affected by this request been invited to attend the Work Session?

YES X NO _____ Please list those contacted and their phone numbers:

Nelda Wells-Spears, Tax Assessor-Collector 854-9005

J. Elliott Beck, Assistant County Attorney 854-9513

PERSONNEL

___ A Change in your department's personnel. (reclass, etc.)

IV. BUDGET REQUEST:

If your request involves any of the following please check:

___ Additional funding for your department
___ Transfer of funds within your department budget
___ A change in your department's personnel

The County Personnel (854-9165) and/or Budget and Research Office (854-9171) must be notified prior to submission of this agenda request.

179279-1


08 MAY - 7 PM 1-20
RECEIVED
COUNTY JUDGE'S OFFICE



VS # 29

AGENDA REQUEST

Please consider the following item for:

Work Session _____ Executive Session 5/20/08  Voting Session _____

I. A. Request made by: COUNTY ATTORNEY (J. Elliott Beck)
Phone: 854-9513

B. Requested Text:

Receive briefing from the County Attorney in Travis County, et al v. Merlina Porter (Richard A. Roucloux Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1) (A) .

C. Approved

by:

Signature of Commissioner or Judge

II. A. Is backup material attached*: YES X NO

*Any backup material to be presented to the court must be submitted with this Agenda Request (Original & Eight copies).

B. Have the agencies affected by this request been invited to attend the Work Session?

YES X NO _____ Please list those contacted and their phone numbers:

Nelda Wells-Spears, Tax Assessor-Collector 854-9005

J. Elliott Beck, Assistant County Attorney 854-9513

PERSONNEL

____ A Change in your department's personnel. (reclass, etc.)

IV. BUDGET REQUEST:

If your request involves any of the following please check:

____ Additional funding for your department
____ Transfer of funds within your department budget
____ A change in your department's personnel

The County Personnel (854-9165) and/or Budget and Research Office (854-9171) must be notified prior to submission of this agenda request.

07:11 PM 7 MAY 2008

179287-1


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COUNTY JUDGE'S OFFICE

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VS # 30

AGENDA REQUEST

Please consider the following item for:

Work Session _____ Executive Session 5/20/08  Voting Session _____

I. A. Request made by: COUNTY ATTORNEY (J. Elliott Beck)
Phone: 854-9513

B. Requested Text:

Receive briefing from the County Attorney in Round Rock
ISD, et al v. Homer Reed (City of Austin Resale Deed)
and take appropriate action (Executive Session Also,
pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A)).

C. Approved

by:

Signature of Commissioner or Judge

II. A. Is backup material attached*: YES X NO

*Any backup material to be presented to the court must be submitted with this Agenda Request (Original & Eight copies).

B. Have the agencies affected by this request been invited to attend the Work Session?

YES X NO _____ Please list those contacted and their phone numbers:

Nelda Wells-Spears, Tax Assessor-Collector 854-9005
J. Elliott Beck, Assistant County Attorney 854-9513
PERSONNEL

_____ A Change in your department's personnel. (reclass, etc.)

IV. BUDGET REQUEST:

If your request involves any of the following please check:

- _____ Additional funding for your department
- _____ Transfer of funds within your department budget
- _____ A change in your department's personnel

The County Personnel (854-9165) and/or Budget and Research Office (854-9171) must be notified prior to submission of this agenda request.

08 MAY - 7 PM 19

160204-1 128.

RECEIVED
COUNTY JUDGE'S OFFICE

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VS # 31

AGENDA REQUEST

Please consider the following item for:

Work Session _____ Executive Session 5/20/08 ~~5/20/08~~ Voting Session _____

I. A. Request made by: COUNTY ATTORNEY (J. Elliott Beck)
Phone: 854-9513

B. Requested Text:

Receive briefing from the County Attorney in Travis County, et al v. McShepherd Ranch, Inc. (Jerry Kilber Resale Deed) and take appropriate action (Executive Session Also, pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A).

C. Approved _____ by: _____

Signature of Commissioner or Judge

II. A. Is backup material attached*: YES X NO

*Any backup material to be presented to the court must be submitted with this Agenda Request (Original & Eight copies).

B. Have the agencies affected by this request been invited to attend the Work Session?
YES X NO _____ Please list those contacted and their phone numbers:

Nelda Wells-Spears, Tax Assessor-Collector 854-9005
J. Elliott Beck, Assistant County Attorney 854-9513
PERSONNEL

____A Change in your department's personnel. (reclass, etc.)

IV. BUDGET REQUEST:
If your request involves any of the following please check:

- ____Additional funding for your department
- ____Transfer of funds within your department budget
- ____A change in your department's personnel

The County Personnel (854-9165) and/or Budget and Research Office (854-9171) must be notified prior to submission of this agenda request.

61-1 WD 7-14W80

176328-1

RECEIVED
COUNTY JUDGE'S OFFICE

Travis County Commissioners Court Agenda RequestVoting Session MAY 20, 2008
(Date)Work Session _____
(Date)I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Signature of Elected Official/Appointed Official/
Executive Manager/County Attorney

B. Requested Text:

Approve setting a Public Hearing on Tuesday, June 3, 2008, to receive comments regarding a request to temporarily close Old Highway 20 in Precinct One for bridge construction beginning June 5, 2008 and continuing through July 24, 2008 or until construction is completed.

C. C. Approved by: _____
Ron Davis, Travis County Commissioner, Precinct One

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).

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

Don Ward, TNR (854-9317)

TCSO Dispatch (974-0800)

David Greear, TNR (854-7650)

Manor I.S.D. (278-4085)

Joe Hall, TNR. (854-7648)

Manor Fire Department - ESD 12 (926-1706)

Cheryl McVey, TNR Dispatch (854-9433)

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854 -9106)

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

Human Resources Department (854 -9165)

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

Purchasing Office (854 -9700)

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

County Attorney's Office (854 -9415)

- ☐ Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

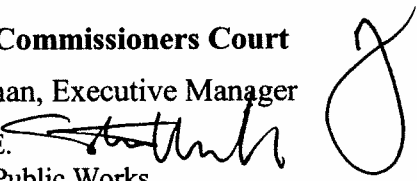
411 W. 13th St.
Eleventh Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854 -9383
FAX (512) 854 -4697

MEMORANDUM

May 7, 2008

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Steve Manilla, P.E. 
Division Director, Public Works

SUBJECT: Temporary Closure of Old Highway 20 for bridge construction

PROPOSED MOTION:

Approve setting a Public Hearing on Tuesday, June 3, 2008, to receive comments regarding a request to temporarily close Old Highway 20 in Precinct One for bridge construction beginning June 5, 2008 and continuing through July 24, 2008 or until construction is completed.

SUMMARY AND STAFF RECOMMENDATION:

TxDOT has requested that Old Highway 20 be closed at Bridge No. 154, just west of Manor Middle School in order to construct the approach-roadway tie-ins to a new bridge being built parallel to the existing bridge. Staff recommends closing the road to facilitate this construction. Construction is scheduled to begin on June 5, 2008 and continue for an estimated seven weeks to July 24, 2008, or until construction is complete.

ISSUES AND OPPORTUNITIES:

The road closure is necessary for the safety of the construction workers and the motoring public due to the proximity of the road to the construction site.

BUDGETARY ISSUE:

This closure will require some work by Travis County road maintenance crews to post public notices.

REQUIRED AUTHORIZATIONS:

This recommendation is made in accordance with Chapter 251 of the Transportation Code.

BACKGROUND:

None.

EXHIBITS:

Area map showing closure location.

cc: Don Ward
David Greear
Mo Mortazavi
Joe Hall
Howard Herrin



NOTICE OF PUBLIC HEARING

Notice is hereby given that the Travis County Commissioners' Court, Travis County, Texas, will hold a Public Hearing on Tuesday, June 3, 2008, at 9:00 a.m. to consider the temporary closure of Old Highway 20 west of Manor for bridge construction.

The Public Hearing will be held in the Commissioners' Courtroom in the Travis County Administration Building (first floor), 314 West 11th Street, Austin, Texas.

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

ORDER _____

WHEREAS, Transportation and Natural Resources has recommended a temporary road closure of Old Highway 20 for bridge construction; and

WHEREAS, a public hearing was held on Tuesday, June 3, 2008, in the Commissioners' Court of Travis County, Texas, following required advance notice prior to the approval of this Order; then

BE IT THEREFORE ORDERED by the Commissioners' Court of Travis County, Texas, that the following road be temporarily closed as listed below:

PRECINCT ONE:

OLD HIGHWAY 20 Temporarily close Old Highway 20 in Precinct One for bridge construction beginning June 5, 2008 and continuing through July 24, 2008 or until construction is completed.

PASSED AND ADOPTED THE _____ DAY OF _____, 2008.

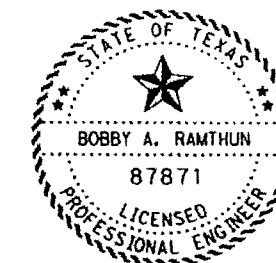
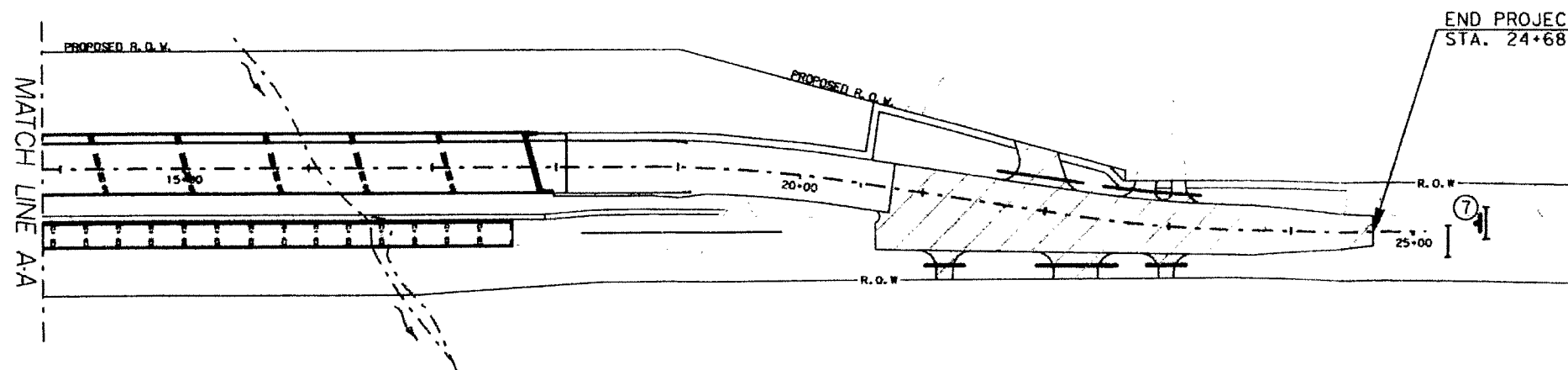
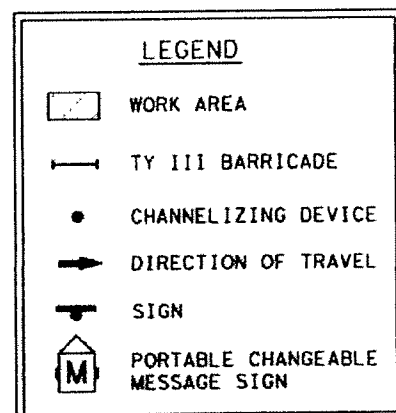
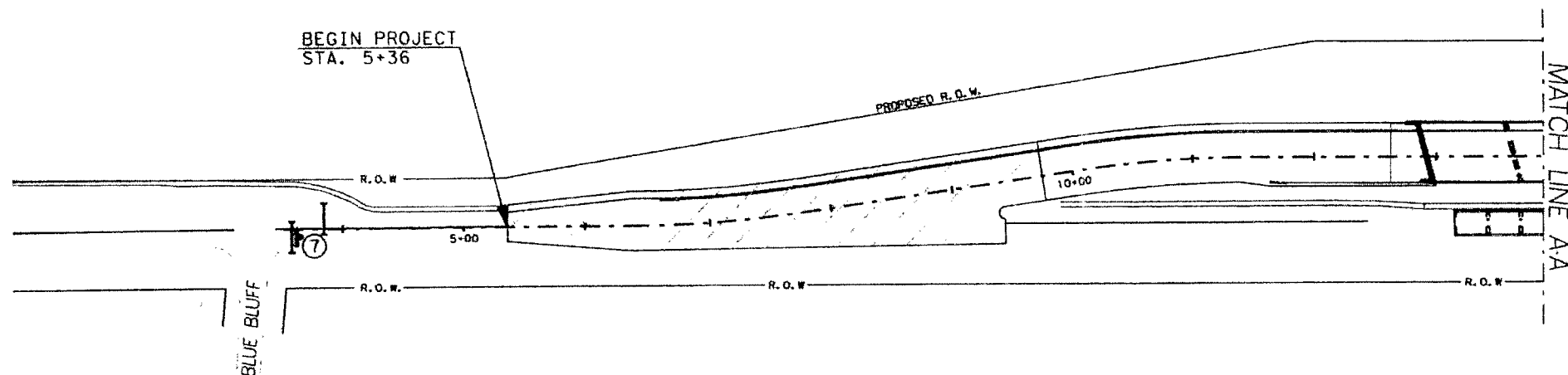
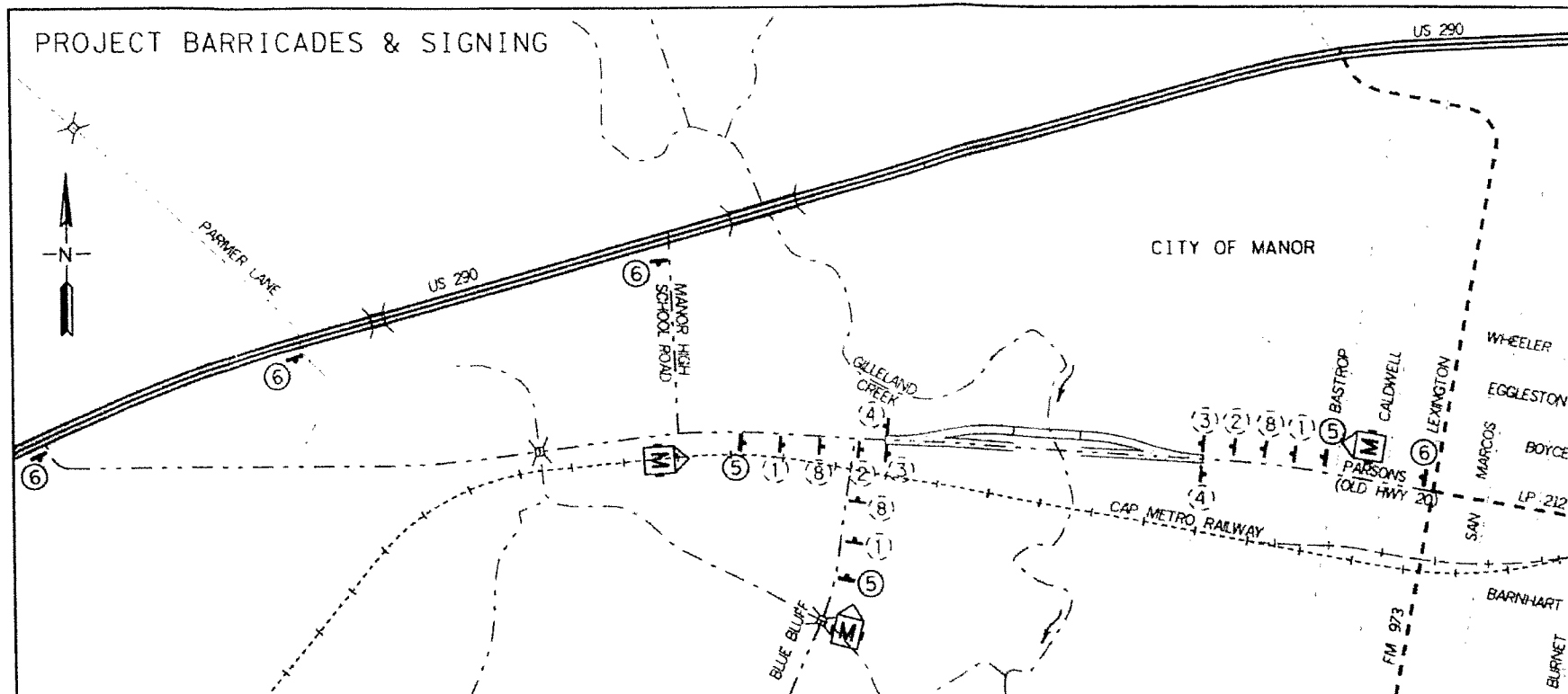
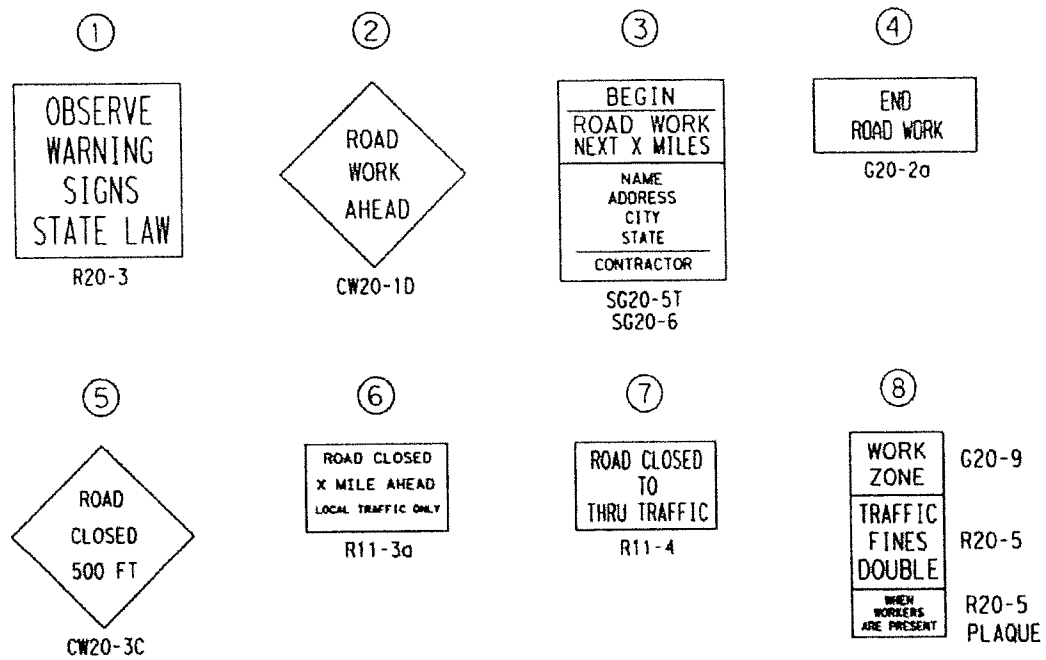
Samuel T. Biscoe
County Judge

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Gerald Daugherty
Commissioner, Precinct 3

Margaret Gomez
Commissioner, Precinct 4

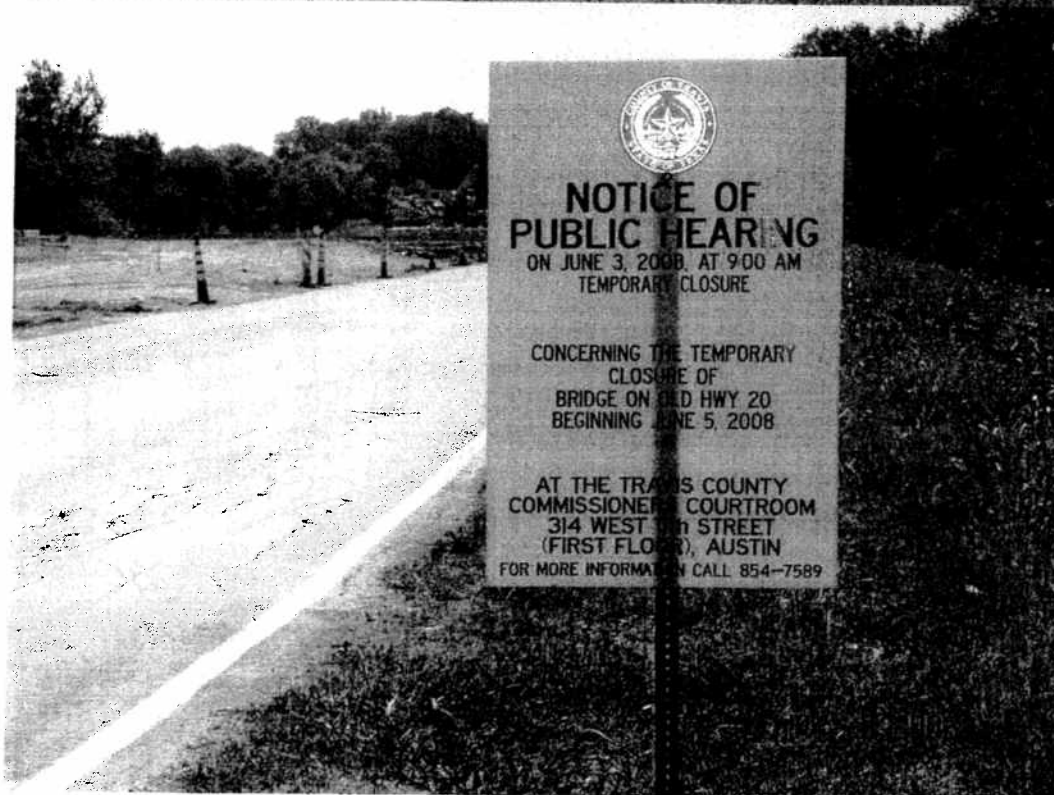
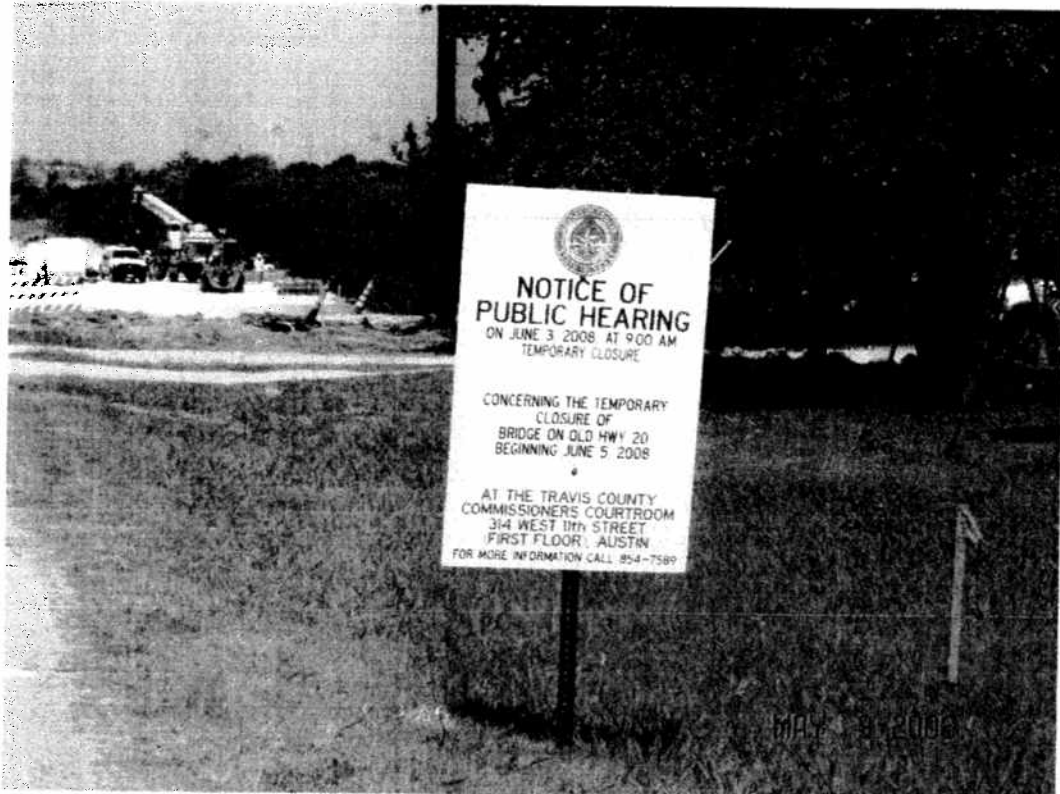


Bobby A. Ramthun
11.7.07

**OLD HWY 20
TRAFFIC
CONTROL PLAN
(PHASE II)**

| Texas Department of Transportation | | | |
|------------------------------------|---------------|--------|-------------|
| SHEET 2 OF 3 | | | |
| FROM REVISION | PROJECT NO. | DATE | SHEET NO. |
| | BR 2004 (692) | | 12 |
| STATE | DISTRICT | COUNTY | |
| TEXAS | 14 | TRAVIS | |
| CONTROL | SECTION | JOB | HIGHWAY NO. |
| 0914 | 04 | 064 | CR |

**Public Notice Signs on Old Highway 20
5/9/08**





TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street

Executive Office Building

P.O. Box 1748

Austin, Texas 78767

tel 512-854-9383

fax 512-854-4649

AFFIDAVIT OF POSTING

**TO: County Judge
County Commissioners
Travis County, Texas**

Public notices of Public Hearing for Temporary Road Closure were posted on

5/9, 2008 at 2 locations on Old Hwy 20
(date) (count) (road name)

each location being as near as practical to the area being affected.

CERTIFIED THIS THE 9th DAY OF May 2008.
(date) (month)

SIGNATURE: David Greear

NAME (print): David Greear

TITLE: Traffic Program Manager

C3

Travis County Commissioners Court Agenda Request

Voting Session 5/20/08
(Date)

Work Session _____
(Date)

I. A. Request made by: Joseph P. Gieselman Phone # 854-9383
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

Consider and take appropriate action on approving the setting of a Public Hearing on June 10, 2008 to receive comments regarding a request to authorize the filing of an instrument to vacate a 0.117 acre portion of an 8.69 acre drainage easement as recorded in Volume 12899, Page 65 of the Real Property Records of Travis County, Texas – a separate instrument drainage easement dedicated in Travis County, Precinct 3.

C. Approved by: _____
Commissioner Gerald Daugherty, Precinct Three

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of the Agenda Request and backup to them:

John Hille: 854-9415 Joe Arriaga: 854-7562
Anna Bowlin: 854-7561 Don Grigsby: 854-7560

- III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- ____ Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

DATE: May 7, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: AS Anna Bowlin, Program Manager – Development Services

SUBJECT: **Consider and take appropriate action on approving the setting of a Public Hearing on June 10, 2008 to receive comments regarding a request to authorize the filing of an instrument to vacate a 0.117 acre portion of an 8.69 acre drainage easement as recorded in Volume 12899, Page 65 of the Real Property Records of Travis County, Texas – a separate instrument drainage easement dedicated in Travis County, Precinct 3.**

Summary and Staff Recommendation:

TNR has received a request from the property owner's agent requesting to vacate a 0.117 acre portion of an 8.69 acre drainage easement. The portion of the drainage easement to be vacated is 15' wide and located across a 0.201 acre of an un-platted tract of land. The 0.201 acre tract of land is located between Section 1 and Section 3 of Lakewind Estates and abuts RR 620 to the south. The property owner is requesting this vacation in order to include the 0.201 acre tract of un-platted land in a re-plat of the adjacent Lot 1, Block A, of Lakewind Estates, Section 1.

The portion of the drainage easement to be vacated is also considered to be located along the east lot line of Lot 52 of Lakewind Estates, Section 3. According to the plat, Lot 52 is considered a private street, drainage, and public utility easement lot named Lago Viento. The request letter states that with the construction of Lago Viento (Lot 52) the subject portion of the easement is no longer necessary. There is also a statement in the original dedication that states "Said easement shall be considered vacated, wholly or partially, upon the dedication of a substitute easement by plat."

Professional Engineer, Danny R. Martin, has stated:

"The said dedicated easement, the body of which is approximately 8.25 Acres required a 15 foot "pole", 0.44 Acres as similar to a "flaglot" to reach the public right of way of RR 620. The 15 foot pole that provides access to the body of the drainage easement is no longer needed since the body of the drainage easement now

May 7, 2008

has been expanded in the Lakewind Section 3 final plat as part of lot 53 and lot 53 has frontage on the private street lot, lot 52 "Lago Viento" which is also a drainage and public utility easement. The 15 foot pole has never served as a means to contain drainage. Therefore vacating this portion of the drainage easement has no impact on the existing drainage in Lakewind Section 1 or Lakewind Section 3."

Travis County Engineer, Don Grigsby, has stated he has no objections to this vacation. TNR recommends the vacation of the 15' wide portion of the drainage easement as described in the attached Order of Vacation and as shown on the attached field notes and sketch.

Budgetary and Fiscal Impact:

None.

Issues and Opportunities:

With the construction of the private street, drainage, and public utility easement named Lago Viento, Travis County feels the abutting portion of the drainage easement can be vacated. Travis County has relied on Danny R. Martin's professional opinion as a Professional Engineer in regards to this vacation. Travis County has also relied on his opinion that vacating this portion of the drainage easement has no impact on the existing drainage in Lakewind Estates, Sections 1 & 3.

Also, there is an overlapping/matching conservation easement, which is recorded in Volume 12899, page 72 of the Real Property Records of Travis County, Texas. This instrument states "The foregoing easement shall be considered vacated, wholly or partially, to the extent covered by a dedication effected by a recorded substitute easement or by a recorded subdivision plat. The foregoing easement may also be released, wholly or partially, by a recorded document executed by the Grantor and the City of Austin, a municipal corporation situated in the counties of Travis, Williamson, and Hays." According to the request letter, they have submitted a request to the City of Austin for a partial vacation of the conservation easement as well.

Required Authorizations:

None.

Exhibits:

Order of Vacation
Original easement doc
Letter of Request
Engineer's letter
Field Notes and Sketch
Location Maps (4)

PS:AB:ps

1105 Lago Viento – DE vacation

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner's agent requests the vacation of a 0.117 acre portion of a 8.69 acre drainage easement as recorded in Volume 12899, Page 65, of the Real Property Records of Travis County, Texas, in order to include the 0.201 acre of un-platted property, which encompasses the 0.117 acre portion of the drainage easement, with the proposed re-plat of Lot 1, Block A of Lakewind Estates, Section 1; and

WHEREAS, a Professional Engineer has stated, with the construction of the abutting private street, drainage, and public utility easement known as Lago Viento, as dedicated through the Lakewind Estates, Section 3 Plat, this vacation will have no adverse impact on the drainage system; and

WHEREAS, a Travis County Engineer has stated that, with the construction of Lago Viento, there is no objection to the vacation of this 0.117 acre portion of the drainage easement as described in the attached field notes and sketch; and

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of this 0.117 acre portion of the 8.69 acre drainage easement as described in the attached field notes and sketch; and

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on June 10, 2008 to consider the proposed action; and

NOW, THEREFORE, the Commissioners Court of Travis County, Texas, orders that the 0.117 acre portion, as described in the attached field notes and sketch, of the 8.69 acre drainage easement, as recorded in Volume 12899, Page 65, of the Real Property Records of Travis County, is, in accordance with State Law, hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2008.

SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

COMMISSIONER GERALD DAUGHERTY
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

21 PM
FILM CODE
00005557582

DRAINAGE EASEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

KNOW ALL PERSONS BY THESE PRESENTS:


That **LAKEWIND HOLDINGS, LTD.**, a Texas limited partnership ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, to Grantor in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged and confessed, and for which no lien or encumbrance, express or implied, is retained, has this day **GRANTED and CONVEYED**, and by these presents does **GRANT and CONVEY** unto the public ("Grantee"), an easement for the construction, operation, maintenance, replacement, upgrade and repair of a storm water drainageway to consist of an open drainageway and enclosed storm sewer pipe or structure in, upon and across the real property more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property");

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the privilege at any and all times to enter the Property, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading and repairing said storm water drainageway, and for making connections therewith, all upon the condition that Grantee will, at all times after doing any work in connection with the construction or repair of said storm water drainageway, restore the surface of the Property to the condition in which the same was found before such work was undertaken. Said easement shall be considered vacated, wholly or partially, upon the dedication of a substitute easement by plat.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this the 26th day of February, 1997.

LAKEWIND HOLDINGS, LTD., a Texas limited partnership

By: **LAKEWIND DEVELOPMENT CORPORATION**, a Texas corporation, as general partner

By: 
Peter A. Dwyer, President

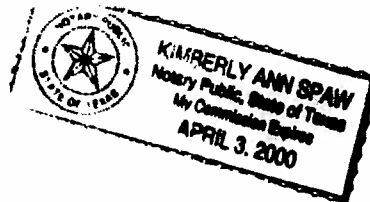
REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12899 0065

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 26 day of February, 1997, by PETER A. DWYER, President of LAKEWIND DEVELOPMENT CORPORATION, a Texas corporation, as general partner of LAKEWIND HOLDINGS, LTD., a Texas limited partnership, on behalf of said corporation and said limited partnership.


NOTARY PUBLIC, State of Texas



AFTER RECORDING RETURN TO:

RICK TRIPLETT, ESQUIRE
GRAVES, DOUGHERTY, HEARON & MOODY
POST OFFICE BOX 98
AUSTIN, TX 78767

RT\6183.18\DRAINAGE.ESM,02/26/97

Page 2
REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12899 0066

8.89 Acres
Drainage Easement
Lakewind

F.N. 5545 (JMC)
March 4, 1997
SRI Job No. 19963-12

A DESCRIPTION OF A 8.89 ACRE TRACT OF LAND OUT OF THE LEONARD ECK SURVEY 184, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 197.38 ACRE TRACT OF LAND DESCRIBED IN A DEED TO LAKEWIND HOLDINGS, LTD., RECORDED IN VOLUME 12899, PAGE 99 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 8.89 ACRES AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete monument found in the north right-of-way line of Ranch Road 620 North (R.R. 620 North) being the southwest corner of Lot 1, Block A of the proposed subdivision Lakewind Estates Section 1, City of Austin Planning Department Case No. C8-95-0054.0A, from which point a concrete monument found bears, S 82° 10' 01" E, a distance of 210.00 feet,

THENCE, continuing with the north right-of-way line of R.R. 620 North, N 82° 10' 01" W, a distance of 15.00 feet to a point,

THENCE, leaving the north right-of-way line of R.R. 620 North, and crossing said 197.38 acres, the following twenty-six (26) courses:

1. N 07° 49' 59" E, a distance of 56.87 feet to a point of curvature to the left,
2. a distance of 89.60 feet along the arc of said curve to the left, having a central angle of 15° 19' 28", a radius of 335.00 feet and whose chord bears, N 00° 10' 16" E, a distance of 89.33 feet to a point of reverse curvature to the right,
3. a distance of 14.55 feet along the arc of said curve to the right, having a central angle of 41° 40' 33", a radius of 20.00 feet and whose chord bears, N 13° 20' 49" E, a distance of 14.23 feet to a point of reverse curvature to the left,
4. a distance of 107.39 feet along the arc of said curve to the left, having a central angle of 102° 32' 51", a radius of 60.00 feet and whose chord bears, N 17° 05' 20" W, a distance of 93.62 feet to a point of reverse curvature to the right,
5. a distance of 15.79 feet along the arc of said curve to the right, having a central angle of 45° 13' 15", a radius of 20.00 feet, and whose chord bears, N 45° 48' 08" W, a distance of 15.38 feet to a point of tangency,
6. N 23° 06' 30" W, a distance of 73.10 feet to a point,
7. N 81° 03' 42" E, a distance of 558.85 feet to a point,
8. S 48° 22' 05" E, a distance of 73.83 feet to a point,
9. S 47° 09' 48" E, a distance of 67.40 feet to a point,
10. S 78° 47' 23" E, a distance of 51.16 feet to a point,
11. S 88° 39' 05" E, a distance of 20.38 feet to a point,
12. S 89° 07' 07" E, a distance of 54.74 feet to a point,
13. N 57° 19' 53" E, a distance of 95.91 feet to a point,
14. N 68° 02' 37" E, a distance of 30.81 feet to a point on the arc of a curve to the right,
15. a distance of 235.28 feet along the arc of said curve to the right, having a central angle of 89° 51' 43", a radius of 150.00 feet, and whose chord bears, N 21° 23' 58" E, a distance of 211.88 feet to a point,
16. N 17° 31' 54" E, a distance of 59.24 feet to a point,
17. N 62° 16' 35" E, a distance of 98.26 feet to a point,
18. N 41° 23' 12" E, a distance of 129.29 feet to a point,

8.89 Acres
Drainage Easement
Lakewind

F.N. 5545 (JMC)
March 4, 1997
SRI Job No. 15953-12

19. N 61° 16' 06" E, a distance of 112.19 feet to a point,
20. N 65° 04' 05" E, a distance of 153.93 feet to a point,
21. N 36° 46' 37" E, a distance of 28.91 feet to a point,
22. N 45° 39' 13" E, a distance of 261.27 feet to a point,
23. N 73° 59' 10" E, a distance of 200.75 feet to a point,
24. N 67° 27' 21" E, a distance of 36.29 feet to a point,
25. N 74° 09' 49" E, a distance of 115.38 feet to a point, and
26. N 79° 53' 38" E, a distance of 176.91 feet to a point in the east line of said 197.38 acres, being also the west line of that tract of land described in a deed to Allen R. Klein, Trustee, recorded in Volume 5937, Page 879 of the Deed Records of Travis County, Texas,

THENCE, with the east line of said 197.38 acres, being also the west line of said Klein tract, S 25° 21' 10" W, a distance of 185.82 feet to a point,

THENCE, leaving the east line of said 197.38 acres, being also the west line of said Klein tract and crossing said 197.38 acres, the following twenty-six (26) courses:

1. S 72° 17' 56" W, a distance of 381.06 feet to a point,
2. S 29° 06' 52" E, a distance of 185.04 feet to a point,
3. S 80° 21' 16" W, a distance of 50.12 feet to a point,
4. S 45° 39' 13" W, a distance of 110.06 feet to a point,
5. S 36° 46' 37" W, a distance of 58.85 feet to a point,
6. S 56° 54' 00" W, a distance of 88.50 feet to a point,
7. S 65° 45' 28" W, a distance of 153.51 feet to a point,
8. S 61° 16' 08" W, a distance of 47.85 feet to a point,
9. S 41° 23' 12" W, a distance of 132.01 feet to a point,
10. S 62° 16' 35" W, a distance of 30.71 feet to a point,
11. S 17° 44' 14" W, a distance of 34.40 feet to a point,
12. S 50° 58' 08" W, a distance of 92.17 feet to a point,
13. S 63° 05' 11" W, a distance of 62.76 feet to a point of curvature to the right,
14. a distance of 229.45 feet along the arc of said curve to the right, having a central angle of 87° 38' 41", a radius of 150.00 feet and whose chord bears, N 73° 05' 28" W, a distance of 207.73 feet to a point,
15. S 66° 02' 37" W, a distance of 30.30 feet to a point,
16. S 57° 19' 53" W, a distance of 99.29 feet to a point,
17. N 89° 07' 07" W, a distance of 59.33 feet to a point,
18. N 88° 39' 05" W, a distance of 22.00 feet to a point,
19. N 76° 47' 23" W, a distance of 56.68 feet to a point,

8.66 Acres
Drainage Easement
Lakewind

F.N. 5545 (BAC)
March 4, 1997
SRI Job No. 15553-12

20. N 47° 06' 48" W, a distance of 71.21 feet to a point,
21. N 48° 22' 05" W, a distance of 63.06 feet to a point,
22. S 61° 03' 42" W, a distance of 534.48 feet to a point,
23. S 23° 06' 30" E, a distance of 61.67 feet to a point of curvature to the right,
24. a distance of 138.17 feet along the arc of said curve to the right, having a central angle of 105° 33' 16", a radius of 75.00 feet, and whose chord bears, S 17° 09' 14" E, a distance of 119.44 feet to a point of compound curvature to the right,
25. a distance of 95.54 feet along the arc of said curve to the right, having a central angle of 15° 38' 26", a radius of 350.00 feet and whose chord bears, S 00° 00' 46" W, a distance of 95.25 feet to a point of tangency, and
26. S 07° 49' 59" W, a distance of 56.67 feet to the POINT OF BEGINNING and containing 8.66 acres of land.

THE STATE OF TEXAS
COUNTY OF TRAVIS

I
I
I
KNOW ALL MEN BY THESE PRESENTS:

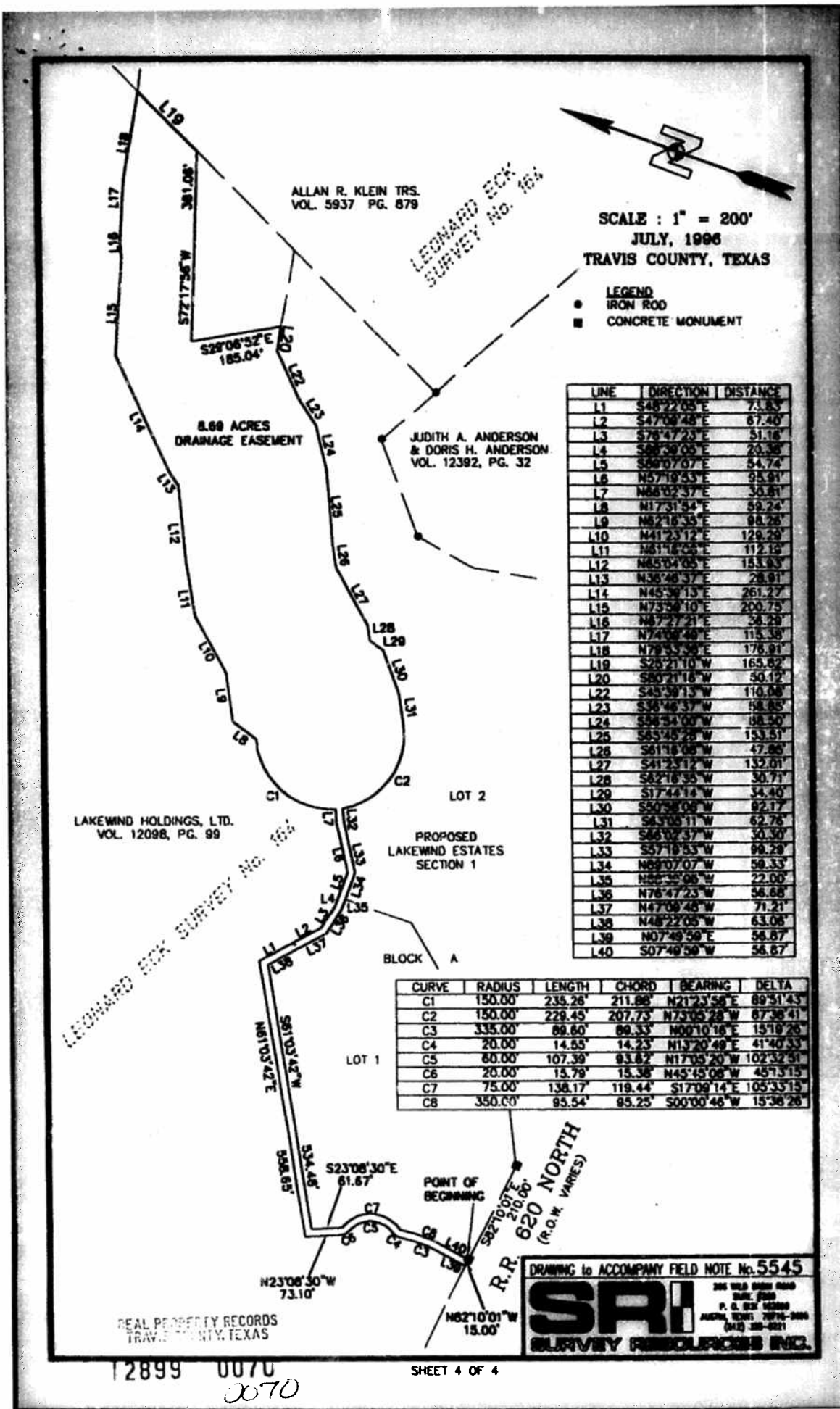
That I, R. David Strutton, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during July, 1996 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 25th day of March, 1997 A.D.

SURVEY RESOURCES, INC.
P.O. Box 162690
Austin, Texas 78716-2690

R. David Strutton
R. David Strutton
Registered Professional Land Surveyor
No. 4312 - State of Texas





100-105-0-121
P187-1-1-0-121

FILED
97 MAR 26 AM 9:34

DANA L. JOHNSON
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped herein by me and
was duly RECORDED, in the Volume and Page of the
current RECORDS of Travis County, Texas, as

MAR 26 1997



Dana L. Johnson
COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12899 0071

RECEIPT: 00064652 TRAVIS: 1646 DEPT: REGULAR RECORD \$21.00
OWNER: WHEED FILE DATE: 3/26/97 TRAVIS DATE: 3/26/97
PAID BY: CASH



An employee-owned company

29 February 2008

Mr. Paul Scoggins, Engineering Specialist
Travis County
Transportation and Natural Resources
411 West Thirteenth Street
Austin, Texas 78701

RE: Lakewind Estates, Section 3
Request for Drainage Easement Vacation
PBS&J Project No. 441743.00

Dear Mr. Scoggins:

On behalf of the property owner and developer, Toll TX VI LP (Toll), we are requesting the vacation of a portion of drainage easement located along the eastern side of Lot 52, Block A (Lago Viento) of the above referenced subdivision, as recorded in Volume 103, Page 86-97 of the Travis County, Texas Plat Records. The portion of the easement to be vacated, as recorded in Volume 12899, Page 65 of the Travis County, Texas Real Property Records, is located on a 0.201 acre unplatted tract of land. Copies of the referenced documents are attached for your review.

The upper portion of the 8.69 acre drainage easement, as dedicated in 1997 prior to approval of the Lakewind Estates preliminary plan, was intended to protect an underlying series of critical environmental features (CEFs) in a draw along the southern boundary of the proposed development. The entirety of the drainage easement is overlapped by a matching conservation easement recorded in Volume 12899, Page 72 of the Travis County, Texas Real Property Records.

The fifteen foot portion of the easement was extended from the vicinity of the CEFs along the then future alignment of Lago Viento to the northern right-of-way of existing RR 620 North. This extension, in theory, provided access for inspection by governmental entities. Physically, the access is difficult, if not impossible.

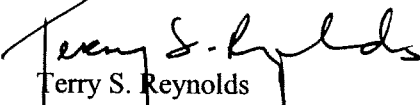
Following the construction of Lago Viento, a private street, drainage, and public utility lot, with Section 3 of the Lakewind development, the lower portion of the easement and the extension to RM 620 is no longer necessary. We have submitted a request to the City of Austin for the partial vacation of the underlying conservation easement, as well. All of the property affected by the vacation request is owned by Toll TX, L.P. Toll intends to include the vacated easement area in a replat of the adjacent Lot 1, Block A, Lakewind Estates, Section 1.

Mr. Paul Scoggins
Travis County TNR
February 28, 2008
Page 2

In accordance with the County's Requirements for Vacating Drainage Easements, accompanying this letter of request is a metes and bounds description with sketch, release forms from all affected utilities, and a non-refundable \$680 check.

Please call me at 342-3231 if you have any questions or need additional information.

Sincerely,


Terry S. Reynolds
Project Coordinator

Attachments

cc: Danny R. Martin, PE – M/W
Jim Harrison - TB
Bob Hulbert - TB
Joel Messina

Malone
Wheeler, Inc.
Engineering & Development Consultants

May 1, 2008

Mr. Don Grigsby, P.E.
Travis County
Transportation and Natural Resources
411 West Thirteenth Street
Austin, Texas 78701

Re: Lakewind Estates, Section One and Three
Request for Drainage Easement Vacation
Malone/Wheeler, Inc. Project No. 04-020


Dear Mr. Grigsby:

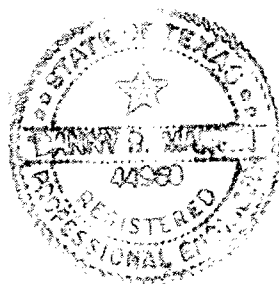
Please accept the following information in regard to the request, by Toll TX L.P. to vacate a portion of the drainage easement dedicated by separate instrument in Volume 12899, Page 65 of the Travis County, Texas Real Property Records.

The said dedicated easement, the body of which is approximately 8.25 Acres required a 15 foot "pole", 0.44 Acres, as similar to a "flaglot" to reach the public right of way of RR 620. The 15 foot pole that provides access to the body of the drainage easement is no longer needed since the body of the drainage easement now has been expanded in the Lakewind Section 3 final plat as part of lot 53 and lot 53 has frontage on the private street lot, lot 52 "Lago Viento" which is also a drainage and public utility easement. The 15 foot pole has never served as a means to contain drainage. Therefore vacating this portion of the drainage easement has no impact on the existing drainage in Lakewind Section 1 or Lakewind Section 3.

Please call me at 512-899-0601 if you have any questions or need additional information.

Sincerely,


Danny R. Martin, PE
Project Manager



cc: Jim Harrison - TB
Bob Hulbert - TB
Joel Messina
Terry Reynolds - PBS&J

Malone/Wheeler, Inc. 10001 F. M. Davis Road, Austin, TX 78758
Phone: 512-899-0601 Fax: 512-899-0605

EXHIBIT "A"

The Public
To
Lakewind Holdings, Ltd
(Partial Drainage Easement Release)

**0.117 ACRES
DRAINAGE EASEMENT (12899/65)
TO BE PARTIALLY RELEASED**

A DESCRIPTION OF A 0.117 ACRE PORTION OF A DRAINAGE EASEMENT IN THE LEONARD ECK SURVEY NO. 164, ABSTRACT 2433, GRANTED TO THE PUBLIC, DATED FEBRUARY 26, 1997, RECORDED IN VOLUME 12899, PAGE 65, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, ALSO BEING A REMAINDER PORTION OF A 160.809 ACRE TRACT OF LAND CONVEYED TO TOLL TX, L.P. BY SPECIAL WARRANTY DEED, DATED MARCH 22, 1999, RECORDED IN VOLUME 13398, PAGE 2352, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND CORRECTED IN DOCUMENT NO. 2007188620, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID DRAINAGE EASEMENT TO BE PARTIALLY RELEASED AS SHOWN ON THE ATTACHED SKETCH (390-008-DEV1.DWG)

BEGINNING at a calculated point in the east line of the remainder portion of the 160.809 acre tract, being also the northwest corner of Lot 1, Block A, Lakewind Estates Section 1, a subdivision of record in Volume 98, Page 368 of the Plat Records of Travis County, Texas, and in the south line of Lot 50, Block B, Lakewind Estates Section 3, a subdivision of record in Volume 103, Page 86 of the Plat Records of Travis County, Texas, from which a cotton spindle found for the north corner of Lot 1, Block A, Lakewind Estates Section 1, being also an interior angle of the existing Drainage easement, bears North 59°09'47" East, a distance of 534.25 feet;

THENCE with the common line of the remainder portion of the 160.809 acre tract, Lot 1, Block A, and the existing Drainage easement, the following four (4) courses:

1. South 24°59'28" East, a distance of 61.55 feet to a calculated point for the beginning of a non-tangent curve to the right;
2. 138.24 feet along the arc of said curve to the right, having a radius of 75.00 feet, and through a central angle of 105°36'40", the chord of which bears South 19°03'21" East, a distance of 119.49 feet to a calculated point for the beginning of a non-tangent compound curve to the right;

3. 95.51 feet along the arc of said non-tangent compound curve to the right, having a radius of 350.00 feet, and through a central angle of $15^{\circ}38'08''$, the chord of which bears South $01^{\circ}51'36''$ East, a distance of 95.22 feet to a 1/2" rebar found;
4. South $05^{\circ}58'40''$ West, a distance of 54.77 feet to a calculated point in the east line of the remainder portion of the said 160.809 acre tract, being also in the west line of Lot 1, Block A, an angle point in the east line of Lot 52, Lakewind Estates Section 3 (Lago Viento)(a private drive of varying width), for the beginning of a non-tangent curve to the right, from which a 1/2" rebar found for the south east corner of the remainder portion of the 160.809 acre tract, being also the southwest corner of Lot 1, Block A, Lakewind Estates Section 1, the southeast corner of Lot 52, Lakewind Estates Section 3, the southeast corner of the existing Drainage easement, and in the north right-of-way line of R.R. 620 (right-of-way width varies), bears South $05^{\circ}56'40''$ West, a distance of 2.12 feet;

THENCE leaving the west line of Lot 1, Block A, along the east line of Lot 52, Lakewind Estates Section 3 (Lago Viento) over and across the existing Drainage easement, 28.98 feet along the arc of said non-tangent curve to the right, having a radius of 25.00 feet, and through a central angle of $66^{\circ}25'34''$, the chord of which bears North $27^{\circ}13'52''$ West, a distance of 27.39 feet to a calculated point in the west line of the existing Drainage easement and the west line of the remainder portion of the 160.809 acre tract;

THENCE along the common line of Lot 52, the remainder portion of the 160.809 acre tract and the existing Drainage easement the following two (2) courses:

1. North $05^{\circ}58'40''$ East, a distance of 31.87 feet to a calculated point for the beginning of a curve to the left;
2. 89.50 feet along the arc of said curve to the left, having a radius of 335.00 feet, and through a central angle of $15^{\circ}18'24''$, the chord of which bears North $01^{\circ}43'21''$ West, a distance of 89.23 feet to a calculated point for the beginning of a reverse curve to the right;

THENCE leaving the east line of Lot 52, over and across the remainder portion of the 160.809 acre tract, along the existing Drainage easement, the following three (3) courses:

1. 14.56 feet along the arc of said reverse curve to the right, having a radius of 20.00 feet, and through a central angle of $41^{\circ}43'32''$, the chord of which bears North $11^{\circ}29'13''$ East, a distance of 14.25 feet to a point calculated point for the beginning of a reverse curve to the left;
2. 107.48 feet along the arc of said reverse curve to the left, having a radius of 60.00 feet, and through a central angle of $102^{\circ}38'18''$, the chord of which bears North

18°58'10" West, a distance of 93.68 feet to a calculated point for the beginning of a reverse curve to the right;

3. 15.81 feet along the arc of said reverse curve to the right, having a radius of 20.00 feet, and through a central angle of 45°17'49", the chord of which bears North 47°38'23" West, a distance of 15.40 feet to a calculated point in the west line of the remainder of the 160.809 acre tract, being also the east line of Lot 52;

THENCE North 24°59'28" West, along the common line of Lot 52, the remainder portion of the 160.809 acre tract and the existing Drainage easement, a distance of 57.89 feet to a 1/2" rebar found for the northwest corner of the remainder portion of the 160.809 acre tract, being also in the east line of Lot 52, the southwest corner of Lot 50 and in the west line of the existing Drainage easement, from which a 1/2" rebar found bears North 24°59'28" West, a distance of 383.89 feet;

THENCE leaving the east line of Lot 52, North 59°09'47" East along the common line of Lot 50 and the remainder portion of the 160.809 acre tract, over and across the existing Drainage easement, a distance of 15.08 feet to the **POINT OF BEGINNING**, containing an area of 0.117 acres of land, more or less.

Surveyed on the ground October 10, 2007. Bearing Basis: Grid azimuth for Texas Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) on-line positioning user service (OPUS). Attachments: Drawing 390-008-DEV1.

David Klotz
Registered Professional Land Surveyor
State of Texas No. 5428

LOT 50
BLOCK B
LAKEWIND ESTATES
SECTION 3
(103/86)

LOT 52
LAKEWIND ESTATES
SECTION 3
(103/86)

LOT 51
BLOCK A,
LAKEWIND ESTATES
SECTION 3
(103/86)

LOT 1
BLOCK A
LAKEWIND ESTATES
SECTION 1
(98/368)

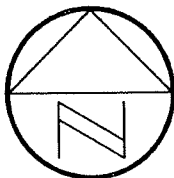
REMAINDER PORTION
OF THE
160.809 ACRE TRACT
(13398/2352 &
(2007188620)

0.117 ACRE
PORTION OF
DRAINAGE EASEMENT
(12899/65)
TO BE RELEASED

LAGO MENTO
(A PRIVATE DRIVE)
(RIGHT-OF-WAY WIDTH VARIES)

R.R. 620 ROAD NORTH
(RIGHT-OF-WAY WIDTH VARIES)

SCALE
1"=50'



LEGEND

- 1/2" REBAR FOUND
- 1/2" REBAR WITH CAP SET
- ⊙ TxDOT TYPE II DISK FOUND
- * COTTON SPINDLE FOUND
- CALCULATED POINT

261+61.99 BK
65.00' RT

N84°02'42"W 297.75'
(N82°10'25"W 297.73')

N84°01'35"W 209.81'
(N82°10'01"W 210.00')

256+50.00
70.00' RT

DATE OF SURVEY: OCTOBER 10, 2007
PLOT DATE: NOVEMBER 21, 2007
DRAWING NO.: 390-008-DEV1
PROJECT NO.: 390-008
PAGE 2 OF 2

Chaparral

SKETCH TO ACCOMPANY A DESCRIPTION OF A 0.117 ACRE PORTION OF A DRAINAGE EASEMENT IN THE LEONARD ECK SURVEY NO. 164, ABSTRACT 2433, GRANTED TO THE PUBLIC, DATED FEBRUARY 26, 1997, RECORDED IN VOLUME 12899, PAGE 65, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, ALSO BEING A REMAINDER PORTION OF A 160.809 ACRE TRACT OF LAND CONVEYED TO TOLL TX, L.P. BY SPECIAL WARRANTY DEED, DATED MARCH 22, 1999, RECORDED IN VOLUME 13398, PAGE 2352, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND CORRECTED IN DOCUMENT NO. 2007188620, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

| LINE TABLE | | | |
|------------|-------------|---------|-----------------------|
| No. | BEARING | LENGTH | RECORD |
| L1 | S24°59'28"E | 61.55' | (S23°08'30"E 61.67') |
| L2 | S05°58'40"W | 54.77' | (S07°49'59"W) |
| L3 | N05°58'40"E | 31.87' | (N07°49'59"E 31.87') |
| L4 | N59°09'47"E | 14.85' | (N61°03'42"E 15.07') |
| L5 | S05°56'40"W | 2.12' | (S07°49'59"W 2.12') |
| L6 | N24°59'28"W | 383.89' | (N23°08'30"W 383.74') |

| CURVE TABLE | | | | | | | |
|-------------|------------|---------|--------|---------|---------|-------------|-----------------------|
| NO. | DELTA | RADIUS | TAN | ARC | CHORD | BEARING | RECORD |
| C1 | 105°36'40" | 75.00' | 98.83' | 138.24' | 119.49' | S19°03'21"E | (S17°09'14"E 119.44') |
| C2 | 15°38'08" | 350.00' | 48.05' | 95.51' | 95.22' | S01°51'36"E | (S00°00'46"W 95.25') |
| C3 | 66°25'34" | 25.00' | 16.37' | 28.99' | 27.39' | N27°13'52"W | (N25°22'40"W 27.39') |
| C4 | 15°18'24" | 335.00' | 45.02' | 89.50' | 89.23' | N01°43'21"W | (N07°39'16"W) |
| C5 | 41°43'32" | 20.00' | 7.62' | 14.56' | 14.25' | N11°29'13"E | (N13°20'49"E 14.23') |
| C6 | 102°38'18" | 60.00' | 74.94' | 107.48' | 93.68' | N18°58'11"W | (N17°05'20"W 93.62') |
| C7 | 45°17'49" | 20.00' | 8.35' | 15.81' | 15.40' | N47°38'23"W | (N45°45'06"W 15.38') |

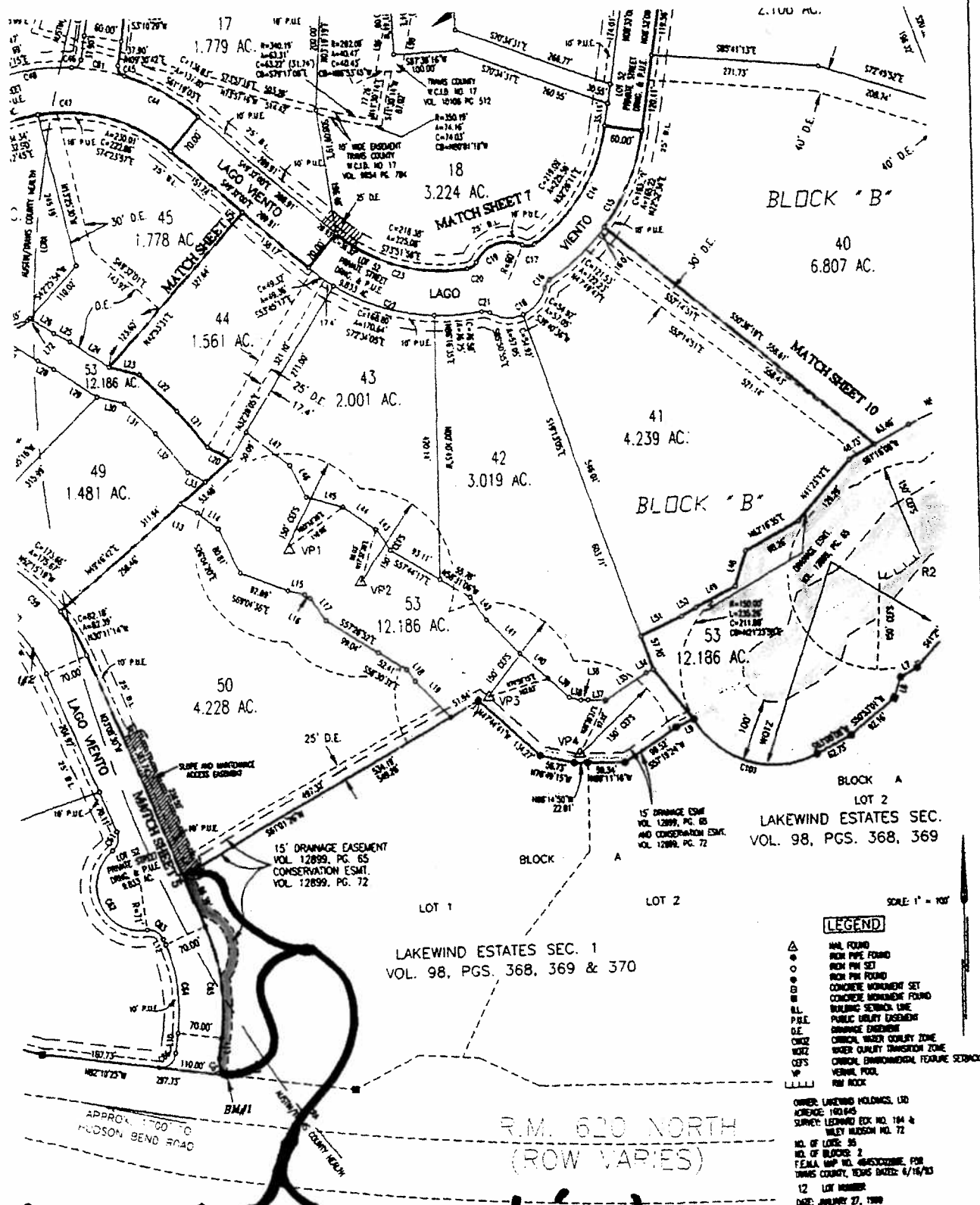
DATE OF SURVEY: OCTOBER 10, 2007
PLOT DATE: NOVEMBER 21, 2007
DRAWING NO.: 390-008-DEV1
PROJECT NO.: 390-008
PAGE 1 OF 2

Chaparral

BEARING BASIS: GRID AZIMUTH FOR TEXAS
CENTRAL ZONE STATE PLANE
COORDINATES, BASED ON GPS SOLUTIONS
FROM THE NATIONAL GEODETIC SURVEY
(NGS) ON-LINE POSITIONING USER
SERVICE (OPUS).

ATTACHMENTS: METES AND BOUNDS
DESCRIPTION 390-008-DEV1

LAKEWIND ESTATES, SECTION 3

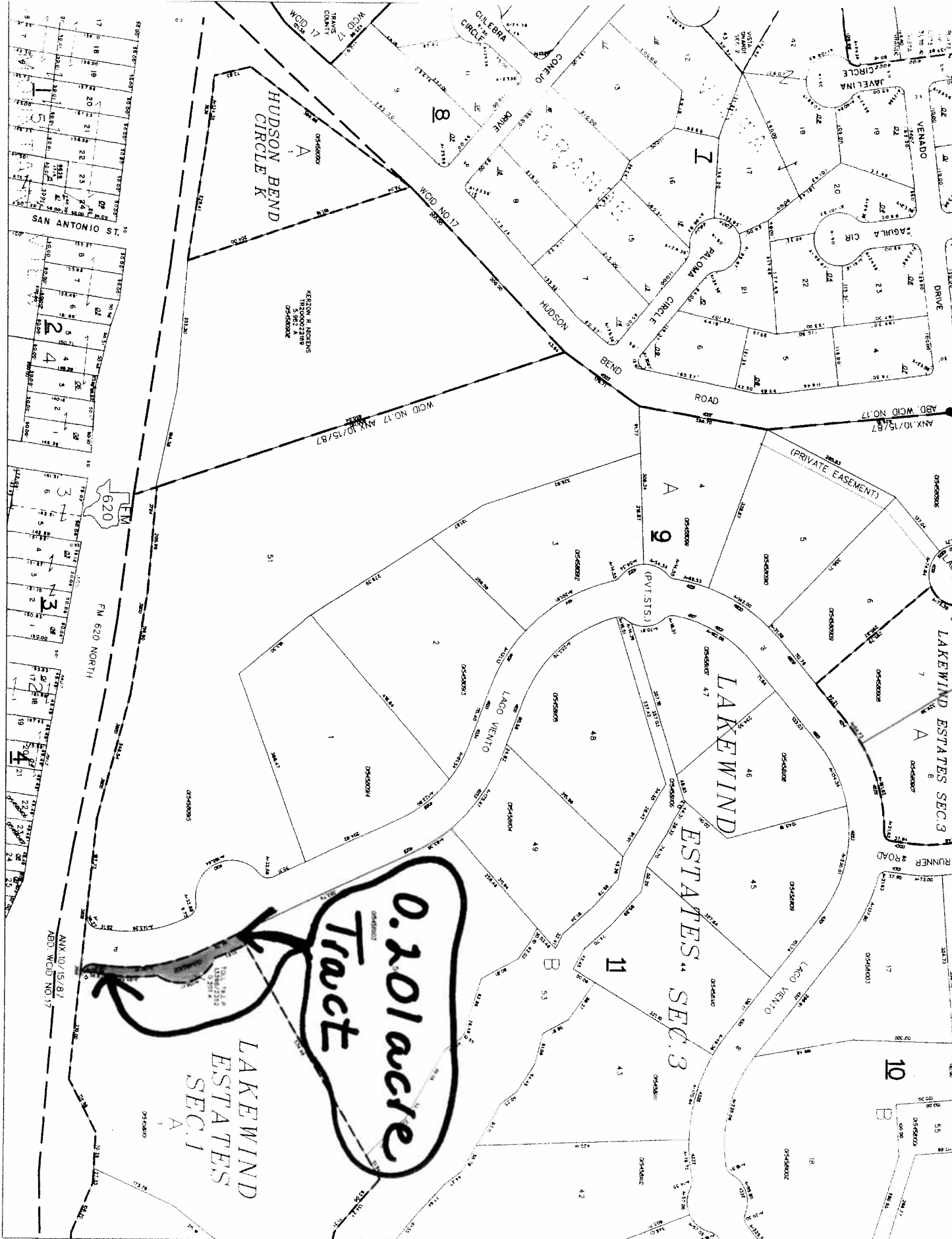


*Vacating a portion
(0.117 acres) of a DE*

CB-84-017.01.1C

dedicated by separate instrument

0.201 acre portion of UE 15 located on a 0.201 acre tract of un-platted land.



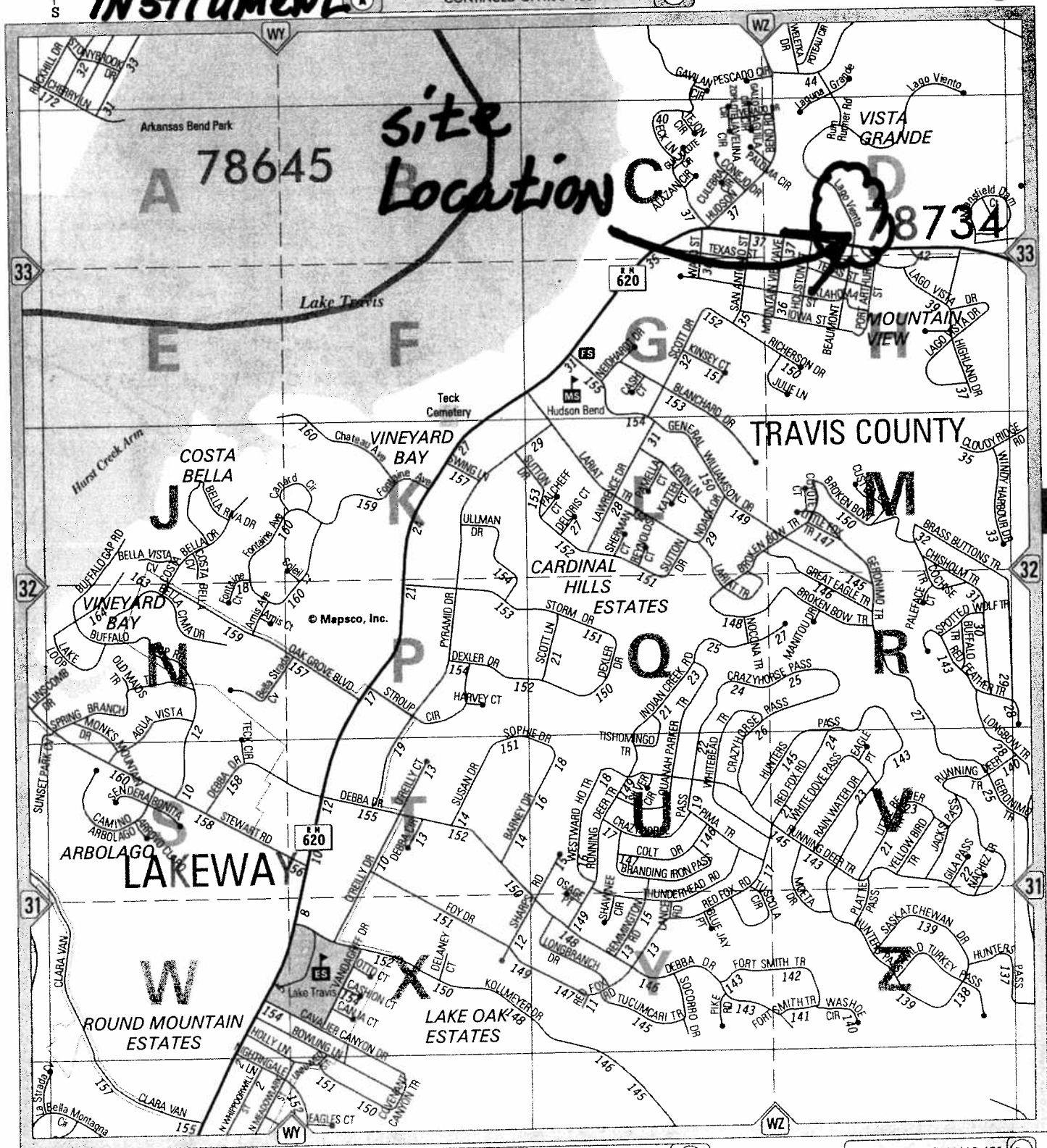
| | | | |
|--|---------------------------------------|--|---|
| <p>MAP NO. 15458</p> <p>15660 115658 115655 15460 115455 15260 15258 15255</p> <p>1" = 400' MAP REFERENCE 15157</p> | <p>0' SCALE X30'</p> <p>N</p> | <p>TRAVIS CENTRAL APPRAISAL DISTRICT 8314 Cross Park Drive Austin, Tx 78754 Internet Address WWW.TRAVISCAD.ORG Main Telephone Number (512)834-9317 Fax Number (512)835-5371</p> <p>P.O. Box 149012 Austin, Tx 78714 Appraisal Information (512)834-9138 TDD (512)836-3328</p> | <p>LEGENDS 01/23/2007 DMR</p> <p>ASSOCIATIONS LAKE TRAVIS SD TECSD NO.6 WCD NO.17 TRAVIS COUNTY</p> |
|--|---------------------------------------|--|---|

Vacating 0.111 acres of a 0.67 acre
DE dedicated by separate
instrument



490

CONTINUED ON MAP 460



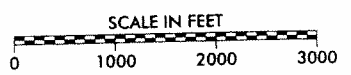
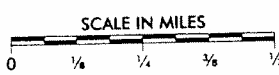
CONTINUED ON MAP 489



CONTINUED ON MAP 520



CONTINUED ON MAP 491

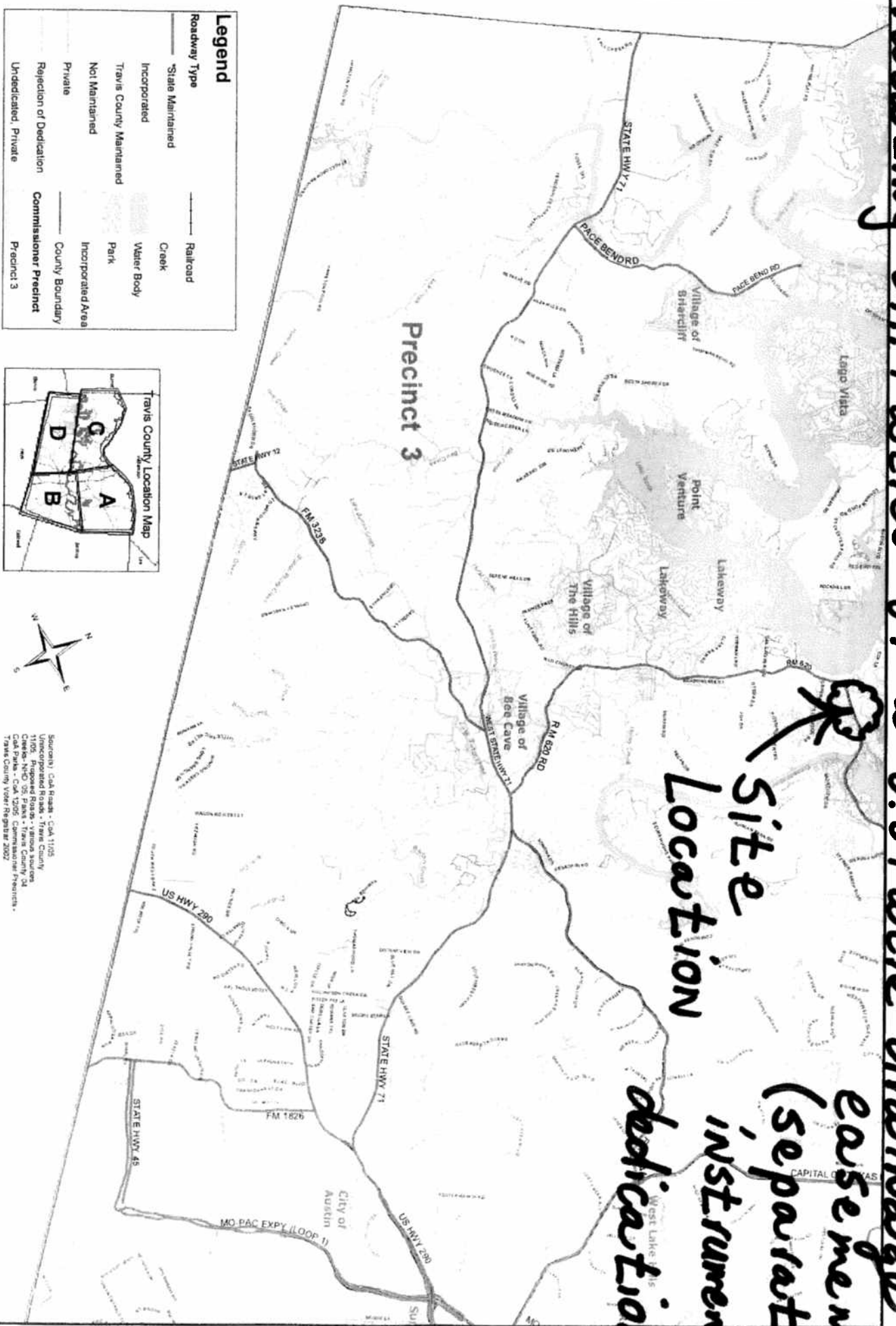


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BOOK PAGE 1142

Vacating 0.117 acres of a 8.64 acre drainage

*Site Location
(separate
instrument
dedication)*



WS # _____

VS # C4

TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Work Session _____

Voting Session 05/20/08

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

B. Requested Text:

Approve setting a Public Hearing on June 10, 2008 to receive comments regarding a request to authorize the filing of an instrument to vacate four 5' public utility easements located along either side of the common lot line of Lots 24 & 25 and Lots 25 & 26 of Twin Lake Hills, Block PP – a subdivision in Travis County, Precinct 3.

C. Approved by: _____
Commissioner Gerald Daugherty, Precinct Three

II. A. Is backup material attached*: Yes X No _____

*Any backup material to be presented to the court must be submitted with this Agenda
Request – 1 original and 8 copies

B. Have the agencies affected by this request been invited to attend?
Yes X No _____ Please list those contacted and their phone number

X John Hille - 854-9415 Austin American-Statesman
Anna Bowlin - 854-9383 Joe Arriaga - 854-9383

III. PERSONNEL

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

IV. BUDGET REQUESTS

If your request involves any of the following please check appropriately:

____ Additional funding for your department
____ Transfer of funds within your department budget
____ A change in your department's personnel

The County Personnel (473-9165) and/or the Budget and Research Office (473-9171) must be notified prior to submission of this agenda request.

AGENDA REQUEST DEADLINES

All Agenda Requests and supporting materials must be submitted to the County Judge's Office in writing by 5:00 p.m. on Tuesdays for the next week's meeting.



TRANSPORTATION AND NATURAL RESOURCES


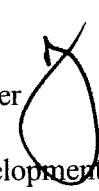
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER
411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

MEMORANDUM

DATE: May 8, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Program Director – Development Services 

SUBJECT: Approve setting a Public Hearing on June 10, 2008 to receive comments regarding a request to authorize the filing of an instrument to vacate four 5' public utility easements located along either side of the common lot line of Lots 24 & 25 and Lots 25 & 26 of Twin Lake Hills, Block PP – a subdivision in Travis County, Precinct 3.

Summary and Staff Recommendation:

TNR has received a request to vacate four 5' public utility easements (PUE). The PUEs to be vacated are located along the common lot line of Lots 24 & 25 and Lots 25 & 26 of Twin Lake Hills, Block PP. Lots 24 and 25 front on Twin Lake Loop while Lot 26 fronts on Twin Lake Circle. Both streets are not considered maintained by Travis County. The purpose for this vacation is so that the property owner can do improvements to the lots with encroaching on the PUEs.

The utility companies operating in the area have stated that they have no need for the easements that are to be vacated. TNR recommends the vacation of these easements as described in the attached Order of Vacation and as shown on the attached field notes and sketch.

Budgetary and Fiscal Impact:

None.

Issues and Opportunities:

Travis County has no need for these easements and would not benefit from vacating or not vacating. It has been the responsibility of the applicant to contact the utility companies operating in the area. Travis County has relied on the utility companies to decide if the easements need to be retained for the surrounding property owners. At the time of the submittal the applicant stated that he foresees no reason for opposition to this vacation.

Page 2

May 8, 2008

Required Authorizations:

All responding utility companies known to be serving this area have stated that they have no need to retain the easements as described in the attached field notes and sketch.

Exhibits:

Order of Vacation

Letter of Request

Field Notes and Sketch

Statements from utility companies (6)

Maps (4)

PS:AB:ps

1105 Twin Lake Loop

08-PUE-02

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of four 5' public utility easements centered along the common lot line of Lots 24 & 25 and Lots 25 & 26 of Twin Lake Loop, Block PP as recorded in Volume 50, Page 84 of the Plat Records of Travis County, Texas, so that the property owner can construct improvements to the lots without encroaching on the four public utility easements; and

WHEREAS, utility providers serving the area have indicated that they have no need for the four 5' public utility easements requested to be vacated as described in the attached field notes and sketch; and

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the four 5' public utility easements as described in the attached field notes and sketch; and

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on June 10, 2008 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the four 5' public utility easements located along the common lot line of Lots 24 & 25 and Lots 25 & 26 within Twin Lake Hills, Block PP, as shown on the attached sketch and described in the attached field notes, are hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2008.

SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

COMMISSIONER GERALD DAUGHERTY
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

Transportation and Natural Resources
Attn: Paul Scoggins
411 West 13th Street
Austin, TX 78767

RECEIVED
MAR 31 2008
TNR

March 27, 2008

Paul,

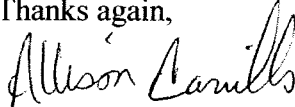
Enclosed are the Release of Easements from several utility companies that service our property at 10300 Twin Lake Loop, Dripping Springs, Texas 78620. Of Lots 24, 25, 26, Block PP of Twin Lake Hills Subdivision.

Also enclosed are surveys of the three lots and an affidavit that the owner, Joe A. Carrillo will not be selling the three lots separately but will only sell the property as one lot.

Enclosed is a check for \$315.00.

Thank you and if there are any question, please call Allison at 512-585-4800 or Joe Carrillo at 698-7734.

Thanks again,


Allison Carrillo

STATE OF TEXAS
COUNTY OF TRAVIS

EASEMENT VACATION
LOTS 24 & 25, BLOCK PP
TWIN LAKE HILLS

DESCRIPTION

DESCRIPTION OF AN EASEMENT TO BE VACATED OVER AND ACROSS LOTS 24 AND 25, BLOCK PP, TWIN LAKE HILLS, A SUBDIVISION OF RECORD IN VOLUME 50, PAGE 84, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½ inch iron rod found in the westerly right of way line of Twin Lake Loop, for the southeast corner of said Lot 24, and the northeast corner of said Lot 25;

THENCE, S 88° 18' 52" W, with the common line between said Lot 24 and said Lot 25, 5.48 feet to a point on said line for the POINT OF BEGINNING of the herein described easement;

THENCE, across said Lot 25, the following three (3) courses:

- 1) S 25° 55' 07" E, 5.48 feet to a point;
- 2) S 88° 18' 52" W, 191.34 feet to a point;
- 3) N 01° 31' 49" W, 5.00 feet to a point on the common line between said Lot 24 and said Lot 25; from said point, a ½ inch iron rod found for the northwest corner of said Lot 25, and the southwest corner of said Lot 24, bears S 88° 18' 52" W, 5.00 feet;

THENCE, across said Lot 24, the following three (3) courses:

- 1) N 01° 31' 49" W, 5.00 feet to a point;
- 2) N 88° 18' 52" E, 186.81 feet to a point;
- 3) S 25° 55' 07" E, 5.48 feet to the POINT OF BEGINNING.

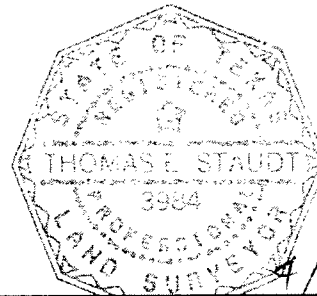
Description accompanied by sketch.

Surveyed by: *Staudt Surveying, Inc.*

P.O. Box 1273

Dripping Springs, Texas 78620

512-858-2236



Thomas E. Staudt

Thomas E. Staudt Registered Professional Land Surveyor No. 3984

Date *4/25/08*

STATE OF TEXAS
COUNTY OF TRAVIS

EASEMENT VACATION
LOTS 25 & 26, BLOCK PP
TWIN LAKE HILLS

DESCRIPTION

DESCRIPTION OF AN EASEMENT TO BE VACATED OVER AND ACROSS LOTS 25 AND 26, BLOCK PP, TWIN LAKE HILLS, A SUBDIVISION OF RECORD IN VOLUME 50, PAGE 84, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½ inch iron rod found in the westerly right of way line at the intersection of Twin Lake Loop and Twin Lake Circle, for the southeast corner of said Lot 25, and the northeast corner of said Lot 26;

THENCE, S 87° 03' 47" W, with the common line between said Lot 25 and said Lot 26, 5.54 feet to a point on said line for the POINT OF BEGINNING of the herein described easement;

THENCE, across said Lot 26, the following three (3) courses:

- 1) S 19° 13' 40" W, 5.40 feet to a point;
- 2) S 87° 03' 47" W, 220.20 feet to a point;
- 3) N 01° 32' 00" W, 5.00 feet to a point on the common line between said Lot 25 and said Lot 26; from said point, a ½ inch iron rod found for the northwest corner of said Lot 26, and the southwest corner of said Lot 25, bears S 87° 03' 47" W, 5.00 feet;

THENCE, across said Lot 25, the following three (3) courses:

- 1) N 01° 32' 00" W, 5.00 feet to a point;
- 2) N 87° 03' 47" E, 219.27 feet to a point;
- 3) S 31° 27' 28" E, 5.69 feet to the POINT OF BEGINNING.

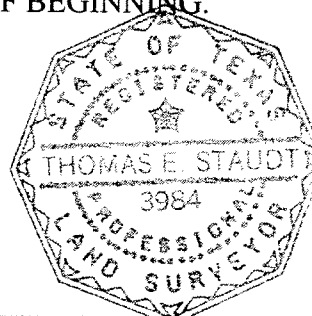
Description accompanied by sketch.

Surveyed by: *Staudt Surveying, Inc.*

P.O. Box 1273

Dripping Springs, Texas 78620

512-858-2236



Thomas E. Staudt

Registered Professional Land Surveyor No. 3984

4/25/08

Date

**STATE OF TEXAS
COUNTY OF TRAVIS**

RELEASE OF EASEMENT

WHEREAS, the plat of Twin Lake Hills, Dripping Springs, Texas, a subdivision in the County of Travis, of record in Volume 50, Page 84 of the Plat Records of Travis County, Texas, and said record reflects a 5 foot PUE on either side of the common lot lines of Lots 24, 25 and 26, of said subdivision, of record in Documents 2007019875 and 2003209786, Property Records of Travis County, Texas and as applicant requests the release of said easements on said property, said property located at 10300 Twin Lake Loop, AND

WHEREAS, all utilities are in place within other dedicated easements, and no further need exists for the above easements as reflected on said plat:

NOW, THEREFORE, in consideration of the premises and in order to adjust because of proposed encroachment upon these easements, the undersigned do hereby abandon all right, title and interest in and to these easements, as described, on the above addressed property, in said subdivision..

EXECUTED this 17TH day of March, 2008

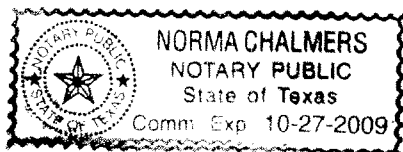

MGR.-ENG. DESIGN

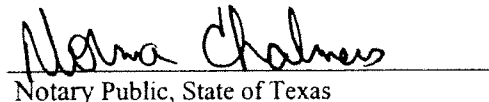
SOUTHWESTERN BELL TELEPHONE, L.P., a Texas limited partnership,
d/b/a AT&T Texas

By: SBC TEXAS, L.L.C.,
a Delaware limited liability company,
its general partner

BEFORE ME, the undersigned authority, on this day personally appeared Marc Potter, Manager-Engineering Design, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration there expressed, as the act and deed of **SOUTHWESTERN BELL TELEPHONE COMPANY** and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 25th day of March, 2008



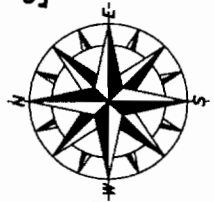
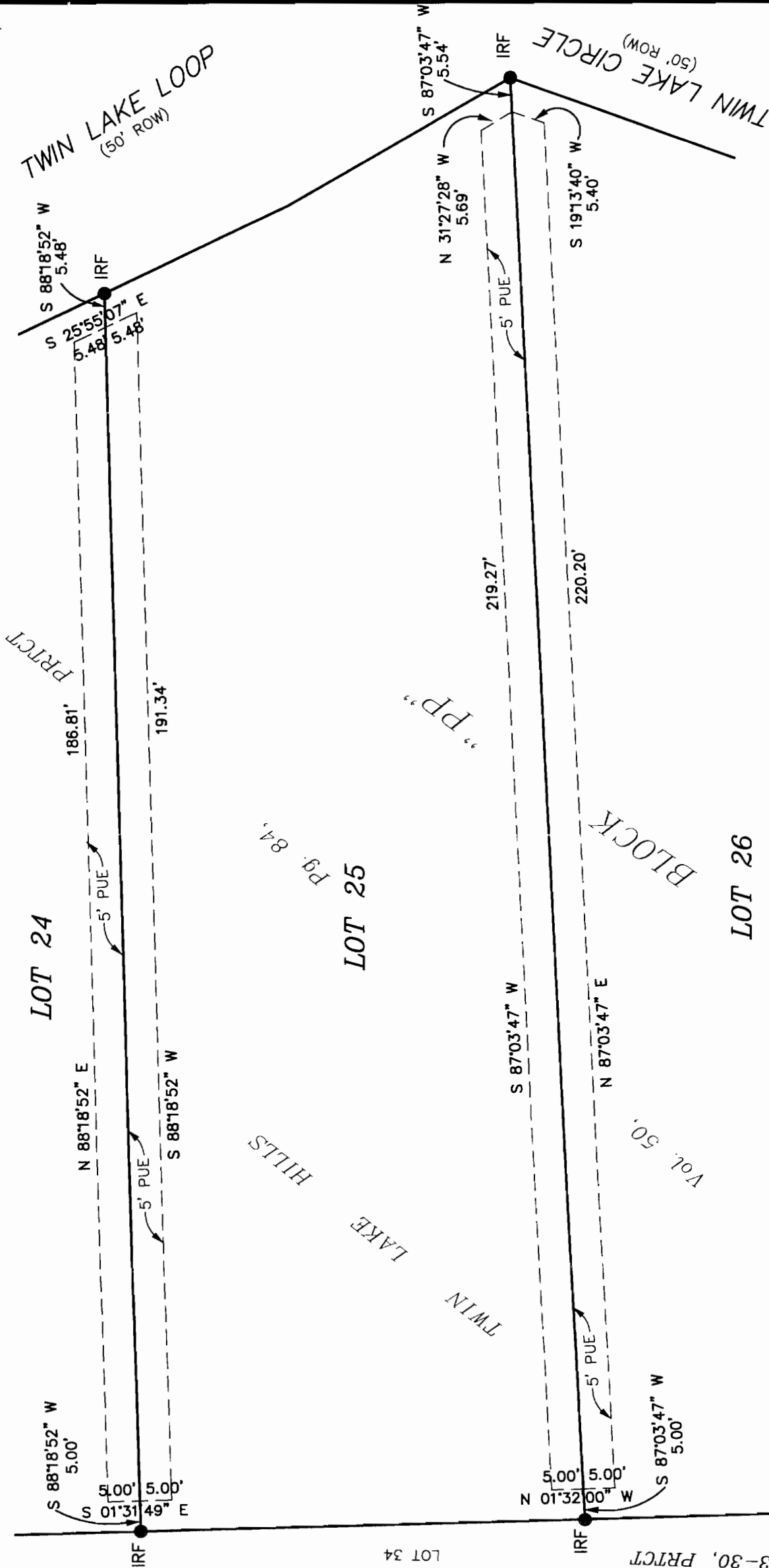

Notary Public, State of Texas

My commission expires 10-27-2009

NORTH
REF. BEARING PLAT: VOL. 60, PG. 84, PRCT

WEST CAVE ESTATES
SECTION FOUR
VOL. 6, PG. 23-30, PRCT

LOT 34



STAUDT SURVEYING, INC.
Thomas E. Staudt
RPLS # 3984
P.O. Box 1273
Dripping Springs, Texas 78620
(512)858-2236

LEGEND

- IRF 1/2" IRON ROD FOUND 9/13/02
- PUE PUBLIC UTILITY EASEMENT VOL. 50, PG. 84, PRCT

SKETCH SHOWING EASEMENTS TO BE VACATED
LOT 24, 25, & LOT 26, BLOCK "PP"
TWIN LAKE HILLS
TRAVIS COUNTY, TEXAS



| | |
|-------------|----------------------|
| Rev. | Date: APRIL 25, 2008 |
| Dr. By: TES | Job #: S08064 |
| | DWG #: S08064E |

TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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



CHRIS
480-8732

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 10300 Twin Lake Loop, Dripping Springs, TX 78620 (address) and/or Lot 24, 25, 26 Block PP Lot 10 Block 111 Twin Lake Hill (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement, your prompt reply is requested.

STATEMENT

☒ We do not have need for an easement on the property as described in the accompanying document.

☐ We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Signature

Chris Landgraf

Printed Name

Engineer II (EIT)

Title

Texas Gas Service

Utility Company or District

3/7/08

Date

Please return this completed form to:

Name

10300 Twin Lake Loop

Address

Dripping Springs TX 78620

City/State/Zip

512-698-7734/512-264911

Fax 512-480-8732

M:\ADMIN\ACE\PERMITS\FORMS\STAT.WPD

Revised 11/27/01 poa

Mar 7 2008 08:30am P003/004

Fax: 512 854 4649

TNR

CONSENT TO VARIANCE

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

KNOW ALL PERSONS BY THESE PRESENTS:

This Consent to Variance is made this 19th day of March 2008, by DEER CREEK RANCH, INC., hereinafter referred to as the "Declarant" and DEER CREEK RANCH WATER CO., LLC, hereinafter referred to as the "Water Company."

WHEREAS, the Declarant is that same entity referred to as "Owner" in that document dated 21st day of July 1970, and filed of record at Volume 3908, Page 55 of the Deed Records of Travis County, Texas, being declaration and covenants (the "Restrictive Covenants") for TWIN LAKE HILLS (the "Subdivision"), a subdivision in Travis County, Texas, according to the map or plat thereof filed of record at Volume 50, Page 84, Plat Records of Travis County, Texas. The Declarations and the plat are jointly referred to herein as the "Restrictive Covenants."

WHEREAS, the owners of Lots 24, 25, and 26 (the "Lots"), Block PP of the Subdivision desire to construct a single improvement on the three Lots combined, building across the two interior lot lines shared by the Lots (the "Interior Lot Lines");

WHEREAS, the Restrictive Covenants prohibit the construction of improvements within a certain distance from each lot line and the Water Company has the right to use the easement for public utilities along either side of the Interior Lot Lines;


NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, to the extent that Declarant and Water Company have the right and authority to do so, and as long as the Lots are being developed as a single lot, combined, Declarant and Water Company

- a. Consent to improvements being built over and across the Interior Lot Lines;
- b. Waive the Restrictive Covenants as to the distance improvements may be erected or constructed from the Interior Lot Lines; and
- c. Waive any easement for public utilities along either side of the Interior Lot Lines.

Nothing herein shall be taken to affect the set back requirements along the front, rear, and other sides of the Lots.

Dated this 19 day of March 2008.


DEER CREEK RANCH, INC.

By: 

Sam J. Hammett, President

DEER CREEK RANCH WATER COMPANY, LLC

By: DEER CREEK RANCH, INC., Member


By: 

Sam J. Hammett, President

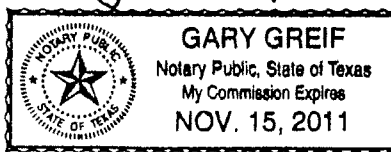
Consent to Variance - Center
DCR to Carrillo
Re\gen\DCR\DCR-Carrillo 24-26PP TLH-CenterVar

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 19th day of March 2008, by Sam J. Hammett, as President of Deer Creek Ranch, Inc., a Texas corporation and on behalf of said corporation.


Notary Public, State of TEXAS

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

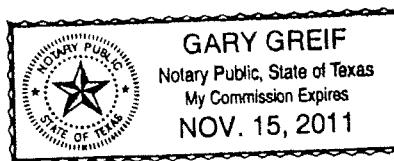


This instrument was acknowledged before me on the 19th day of March 2008, by Sam J. Hammett, as President of Deer Creek Ranch, Inc., the sole member of Deer Creek Ranch Water Co., LLC, a Texas limited liability company and on behalf of said company.

Imy Inef
Notary Public, State of TEXAS

After Recording, Return to:

JOE CARRILLO
10300 Twin Lake Loop
Dripping Springs, TX 78620





TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building, 11th Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9382
FAX (512) 854-4697

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 10300 TwinLake Loop, Dripping Springs, TX 78620 (address) and/or lot 24, 25, 26 Block PP Lot 10 Block 111 TwinLake Hills (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement, your prompt reply is requested.

STATEMENT

☒ We do not have need for an easement on the property as described in the accompanying document.

☐ We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Tony Graf
Signature

TONY GRAF
Printed Name

MANAGER
Title

MANVILLE WSC.
Utility Company or District

3-11-08
Date

Please return this completed form to:

Joe Carillo
Name

10300 TwinLake Loop
Address

Dripping Springs, TX 78620
City/State/Zip

512-698-7734/512-264-9117
Fax 512-480-8732



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 10300 Twin Lake Loop, Dripping Springs, TX 78620 (address) and/or lot 24, 25, 26 Block PP Lot 10 Block 114 Twin Lake Hills (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement, your prompt reply is requested.

STATEMENT

☒ We do not have need for an easement on the property as described in the accompanying document.

☐ We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Laurie Schumpert
Signature
Laurie Schumpert
Printed Name
Designer
Title
Time Warner Cable - Austin
Utility Company or District
March 11, 2008
Date

Please return this completed form to:

Joe Carrillo
Name
10300 Twin Lake Loop
Address
Dripping Springs, TX 78620
City/State/Zip
512-698-7734/512-204-9117
for 512-480-8732

RELEASE OF EASEMENT

STATE OF TEXAS

∞

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

∞

∞

WHEREAS, Earl N. Jackson as previous owner/developer of all lots in Twin Lake Hills, a subdivision in Travis County, Texas according to the map or plat thereof, heretofore granted a public utility easement to Pedernales Electric Cooperative, Inc., a corporation for public utility purposes covering property situated within Twin Lake Hills, said public utility easement being recorded in Volume 50, Page 84 of the Plat Records in Travis County, Texas; and,

WHEREAS, said public utility easement referred to hereinabove includes and is comprised of all lots within Twin Lake Hills, Blocks PP and UU, in Travis County, Texas; and,

WHEREAS, Joe A. Carrillo as current owner, desires the said five foot (5') public utility easement along the rear property lines and along the common property lines between Lots 24, 25, and 26, Twin Lake Hills, Block PP, Travis County, Texas, be abandoned and released in full; and,

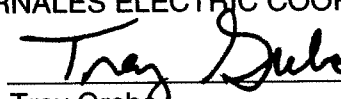
WHEREAS, Pedernales Electric Cooperative, Inc. provides electric service to the aforementioned area and will continue to have an adequate easement to said property through the remaining public utility easement as granted above;

NOW, THEREFORE, be it known that Pedernales Electric Cooperative, Inc., a corporation whose post office address is Johnson City, Texas, for and in consideration of One Dollar (\$1.00), does hereby release the public utility easement along the rear property lines and the common property lines between Lots 24, 25, and 26, Twin Lake Hills, Block PP, Travis County, Texas, and referred to hereinabove.

EXECUTED: March 19, 2008

PEDERNALES ELECTRIC COOPERATIVE, INC.

BY:


Trey Grebe
District Manager

THE STATE OF TEXAS

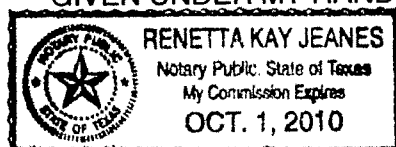
∞

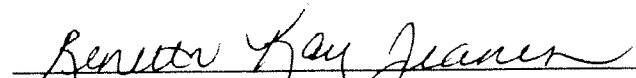
COUNTY OF TRAVIS

∞

BEFORE ME, the undersigned authority, on this day personally appeared Trey Grebe, District Manager of Pedernales Electric Cooperative, Inc., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE March 19, 2008.




Notary Public in and for the State of Texas

Kay James

TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER



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

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 10300 Twin Lake Loop, Dripping Springs, TX 78620 (address) and/or lot 24, 25, 26 Block PP Lot 10 Block III Twin Lake Hills (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement, your prompt reply is requested.

STATEMENT

☒ We do not have need for an easement on the property as described in the accompanying document.

☐ We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Trey Grebe
Signature
Trey Grebe
Printed Name
District Manager
Title
PEC
Utility Company or District
3/19/08
Date

Please return this completed form to:

Joe Carrillo
Name
10300 Twin Lake Loop
Address
Dripping Springs, TX 78620
City/State/Zip
512-698-7734 / 512-264-9111
Fax 512-480-8732

PUE Locations

10300 Twin Lake Circle
Dripping Springs, Texas

- A - 3-Bedroom, Single-Family Residence.
- B - 1-Bedroom, Office
- C - 1250-gallon, Two-Compartment Septic Tank.
- D - 500-gallon, One-Compartment Pump Tank.
- 5 Conventional Trenches, using Infiltrator Panels.
- 5 Trenches each 72" Long (18 panels per trench using the Quick 4, 4' long infiltrator panel).

X - Profile Hole.

Provide Two-Way Cleanout from House to Tank.

Supply Line: 3" or 4" Sch. 40 PVC.

Maintain 5' from all Property Lines.

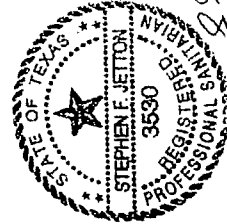
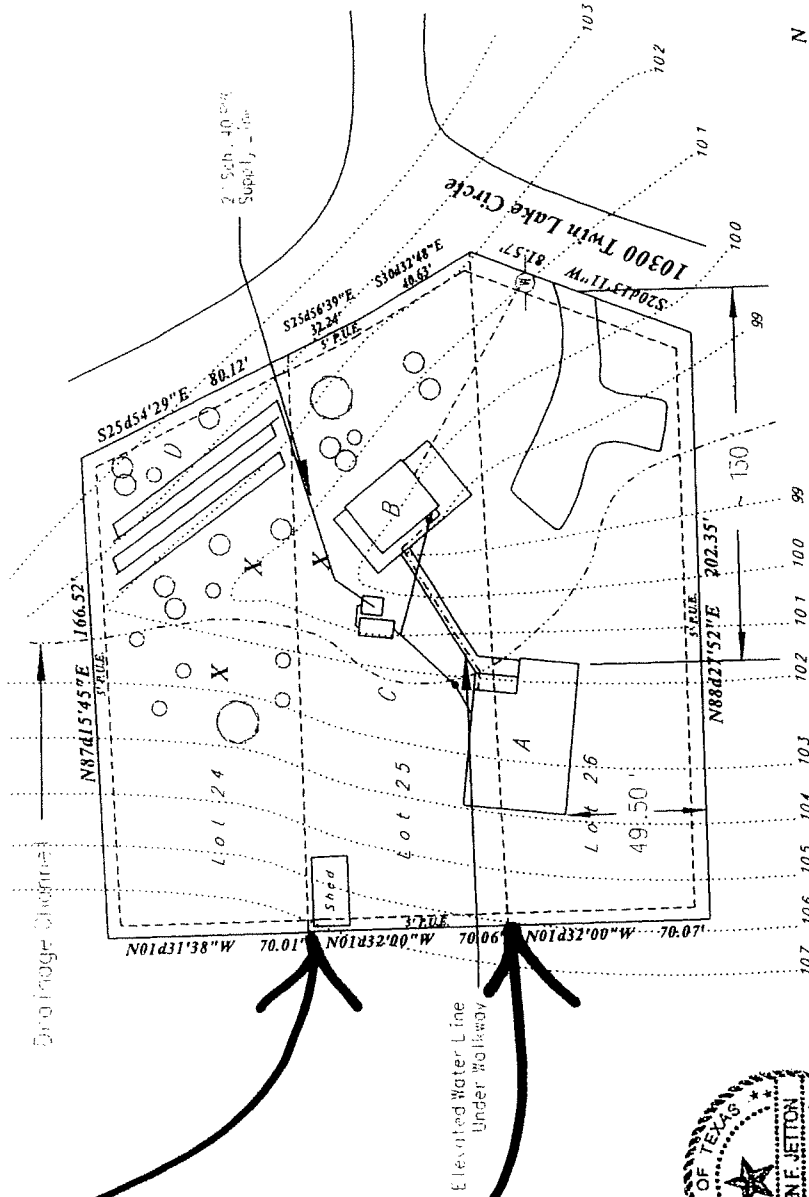
Maintain 10' from all Potable Water Lines.

*Refer to Tank Detail and Design Notes for more Information.

*Plans may vary slightly based on Conditions Encountered in the Field.

*All Separation and Setback Requirements as Stated in Chapter 285, TCEQ, On-Site Sewage Facilities, must be maintained.

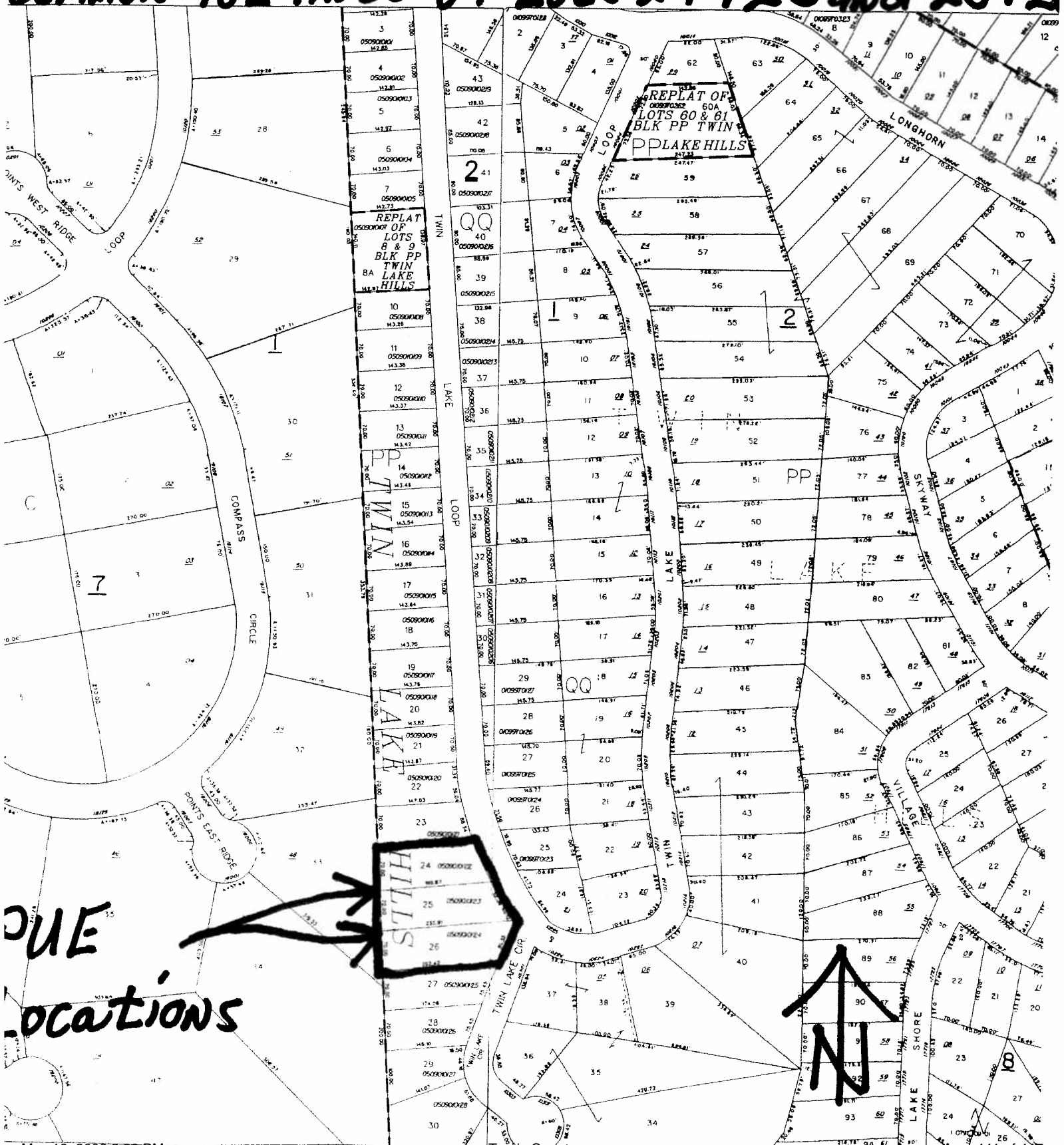
*This is not intended to be used as an official survey. All structures and contour locations are approximate.



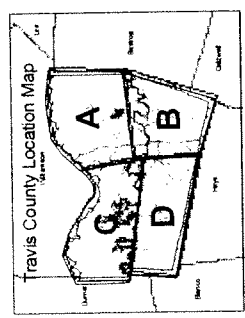
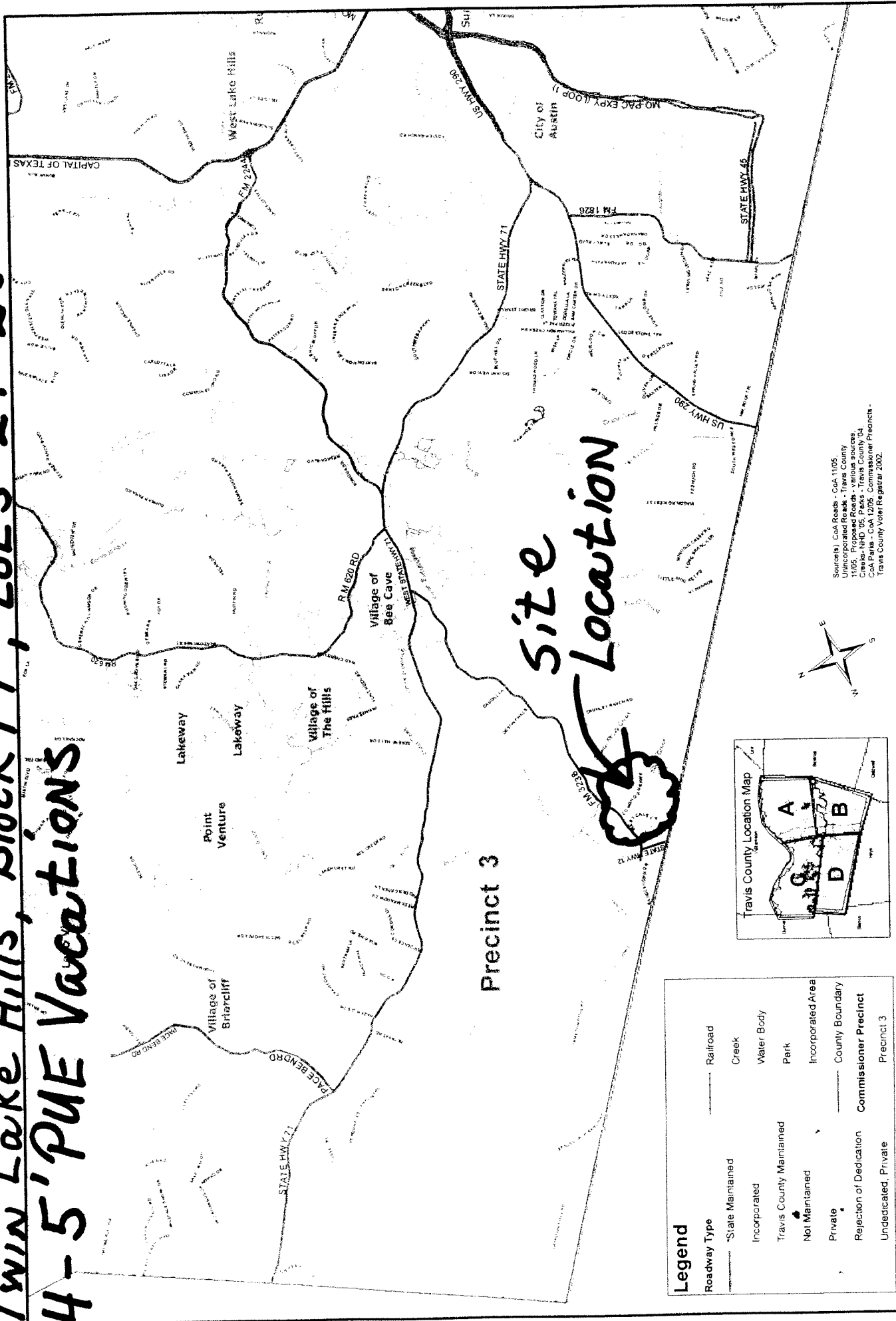
1-14-08

Twin Lake Hills, Block PP, Lots 24-26.

Vacate 4-5' PUEs located along common lot lines of Lots 24 & 25 and 25 & 26

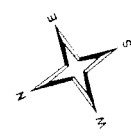


Twin Lake Hills, Block PP, Lots 24-26
4-5' PUE Vacations



Legend

| | | | |
|--|--------------------------|--|-----------------------|
| | Roadway Type | | Railroad |
| | *State Maintained | | Creek |
| | Incorporated | | Water Body |
| | Travis County Maintained | | Park |
| | Not Maintained | | Incorporated Area |
| | Private | | County Boundary |
| | Rejection of Dedication | | Commissioner Precinct |
| | Undedicated, Private | | Precinct 3 |

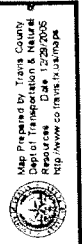


Sources: CoA Roads - CoA 11/05
 Unincorporated Roads - Travis County
 11/05, Proposed Roads - Various Sources
 CoA Parks - CoA 11/05, Travis County, TX
 CoA Parks - CoA 12/05, Commissioner Precincts -
 Travis County Voter Registrar 2002.

Note: For legibility purposes not all State Maintained roadways are shown in red.

Map Disclaimer: This map was created for the Travis County Sign Crew by digitizing Travis County, Texas, with the intent of providing a visual representation of the county's road network. It is not intended to be used for legal purposes. For more information, contact the Travis County GIS Coordinator at (512) 254-4731.

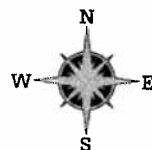
Text Scale:
 1 inch equals 1.002 miles
 1 inch equals 0.202 miles



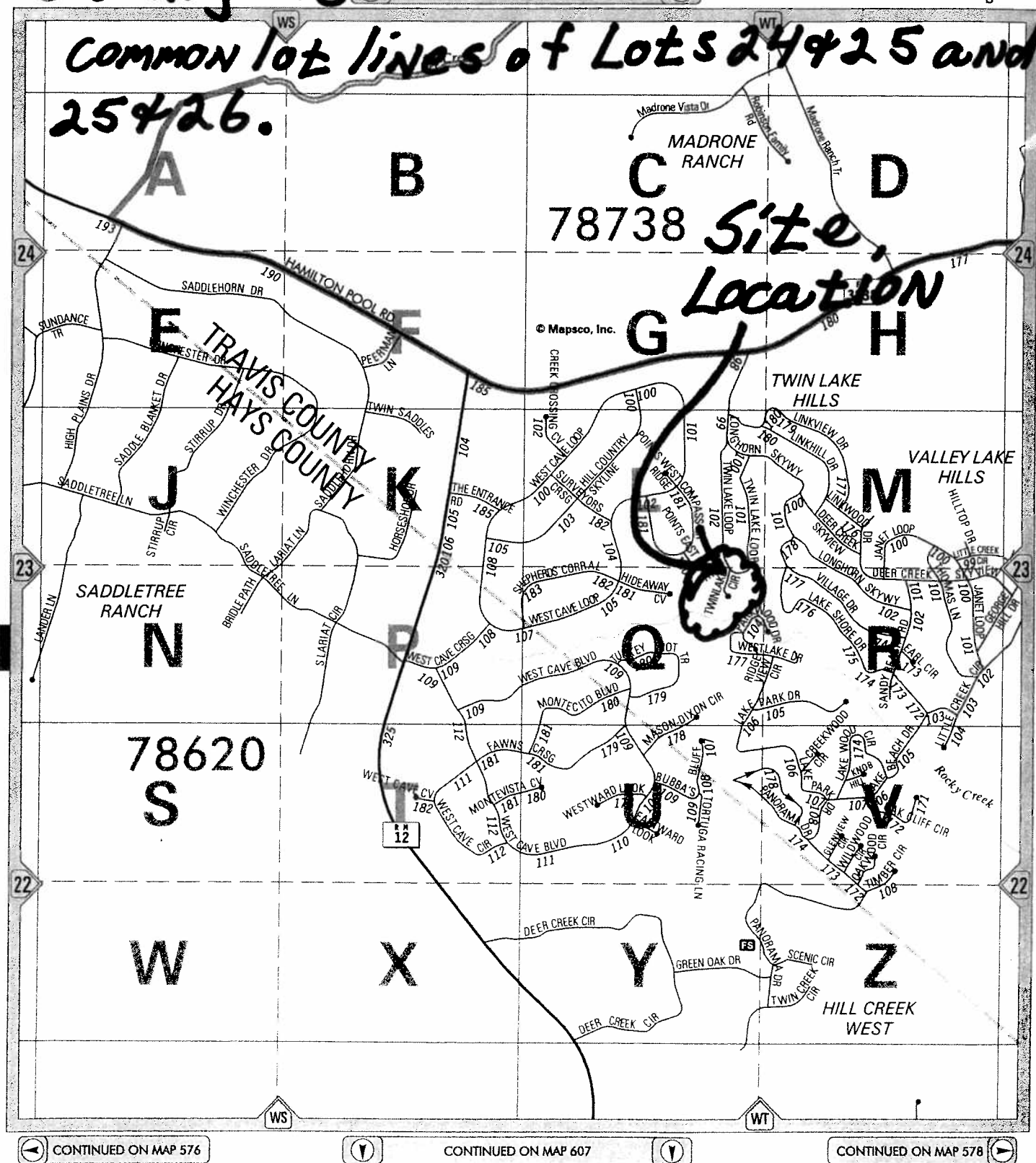
Travis County Roadways, Map D



THIS PAGE ALSO APPEARS IN THE
MAPSCO HAYS COUNTY STREET GUIDE
AS PAGE HAYS 8.



Common lot lines of Lots 24 & 25 and 25 & 26.

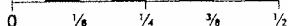


CONTINUED ON MAP 576

CONTINUED ON MAP 607

CONTINUED ON MAP 578

SCALE IN MILES



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SCALE IN FEET



Travis County Commissioners Court Agenda Request

Voting Session May 20, 2008

Work Session _____

I. A. Request made by: Joseph P. Gieselman, TNR Executive Manager Phone # 854-9434

B. Requested Text:

Consider and take appropriate action on request to hold a Public Meeting on Thursday ~~May 29~~ June 5, 2008 for the purpose of informing the public of the status of the Travis County Drainage Study, and taking comments concerning its progress.

C. Approved by: _____
County Judge and Commissioners' Court

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight (8) copies of agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

Joseph Gieselman, 854-9434
Carol Joseph, 854-9418
Anna Bowlin, 854-7561
Don Ward, 854-9317
Steve Schiewe, 854-7580

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

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

Human Resources Department (473-9165)

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

Purchasing Office (473-9700)

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

County Attorney's Office (473-9415)

- _____ Contract, Agreement, Policy & Procedure

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

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



TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 W. 13th St.
Eleventh Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

Voting Session Agenda Item No. _____
May 20, 2008
Supplemental Information

DATE: May 6, 2008

MEMORANDUM

TO: Members of Commissioners Court

THROUGH: Joseph P. Gieselman, TNR Executive Manager

FROM: Donald W. Ward, P.E., TNR Road and Bridge Division Director

SUBJECT: Public Meeting for Travis County Drainage Study

Proposed Motion:

Consider and take appropriate action on request to hold a Public Meeting for the purpose of informing the public of the status of the Travis County Drainage Study, and taking comments concerning its progress.

Summary and Staff Recommendations:

TNR staff has worked with consultant HDR Engineering to identify flooding problems related to County transportation infrastructure. The preliminary phases have been completed and the identified problem areas have now been ranked according to such factors as impacts to emergency access, threat to habitable structures, and frequency of reported road closures.

TNR staff proposes to hold a public meeting on the evening of June 5, 2008 at the Travis County West Service Center, to inform the public of the status of the study and to take comments concerning its progress.

Staff recommends approving this request to proceed with the public meeting, including public notices and media releases advertising it.

Budgetary and Fiscal Impacts:

The approved contract for this study includes costs associated with this public meeting.

Issues and Opportunities:

This project has been partially funded by a grant from the Texas Water Development Board. This meeting fulfills a condition of the grant to allow public comment on the status of the project.

Background:

Travis County has the responsibility to maintain an enormous system of roadways (over 1,200 miles) and bridge/culvert crossings. Over 72 miles of roads are within the 100-year floodplain, and many stream crossings in the County are prone to overtopping even during minor storm events. In addition, there are numerous older subdivisions that were created before County-required drainage standards existed, which periodically sustain flood damage.

Past flood protection projects have frequently been undertaken in response to specific rain events in very localized areas rather than planned on an overall watershed basis. This drainage study involves an assessment of flood prone areas on a watershed basis, identification of solutions, and an implementation plan to address the problem areas that pose the most significant risk to public health and safety and are the most economical on a benefit/cost basis.

The budget for this project is \$695,000. Of that total, \$500,000 was approved by the Commissioners' Court and \$195,000 funded by a grant from the Texas Water Development Board.

DWW/SLS:sls

Copy: Joe Gieselman
 Carol Joseph
 Anna Bowlin
 Steve Schiewe