



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 5/16/08

Voting Session: Tuesday, May 27, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 2, AN ASSIGNMENT OF CONTRACT NO. 06T00189NB FROM ALL POINTS MOVING AND STORAGE L.P. TO CAPITAL TRANSFER AND STORAGE, L.L.C. (FACILITIES)

Points of Contact:

Purchasing: Nancy Barchus, 854-9764

Department: FM, Alicia Perez, Roger A. El Khoury, P.E., Director, 854-9661;
John Carr, 854-4772

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

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

This contract provides commercial moving and storage for Travis County departments on an as needed basis.

Modification No. 2 will approve assignment of contract to Capital Transfer and Storage, L.L.C. from All Points Moving and Storage, L.P. Capital Transfer and Storage, L.L.C. will assume all rights and responsibilities in regards to contract no. 06T00189NB.

Modification No. 1, approved by the Purchasing Agent on March 19, 2007, extended the contract from June 27, 2006 through June 26, 2008.

➤ **Contract Expenditures:**

Within the last 12 months \$94,026.14.00 has been spent against this contract.

Not applicable

➤ **Contract Modification Information:**

Modification Amount: Estimated Requirements

Modification Type: Assignment of Contract

Modification Period:

➤ **Funding Information:**

Purchase Requisition in HTE

Funding Account(s) 001-1405-525-6099

Comments:

➤ **Statutory Verification of Funding:**

Contract Verification Fund Forms: Verified _____ Not Verified _____ by Auditor.

APPROVED ()

DISAPPROVED ()

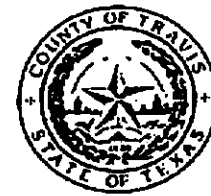
BY COMMISSIONERS COURT ON:

DATE

COUNTY JUDGE

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

FACILITIES MANAGEMENT DEPARTMENT
Roger A. El Khoury, M.S., P.E., Director



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

MEMORANDUM

FMD Project: SVCOT-04-08F-XM
File: 102

TO: Cyd Grimes, C.P.M., Purchasing Agent
VIA: Roger A. El Khoury, M.S., P.E., Director *John F. Carr for R.E.K.*
FROM: Rony R. Aouad, Service Contract Manager
DATE: May 15, 2008
SUBJECT: Commercial Moving and Storage Services
Contract # 06T00189NB – Assignment of Contract

Facilities Management Department does not have objection to the assignment of the subject contract from All Points Moving and Storage to Capital Transfer and Storage L.L.C. We understand that all terms of the contract will remain as previously awarded. Please direct any questions to Rony Aouad @ 44781.

COPY TO:

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

MODIFICATION OF CONTRACT NUMBER: 06T00189-NB COMMERCIAL MOVING AND STORAGE

PAGE 1 OF 2 PAGES

ISSUED BY: PURCHASING OFFICE
314 W. 11TH ST., RM 400
AUSTIN, TX 78701

PURCHASING AGENT ASST: Nancy Barchus
TEL NO: (512) 854-9700
FAX NO: (512) 854-9185

DATE PREPARED:
May 6, 2008

ISSUED TO:
Capital Transfer and Storage, L.L.C.
3815-A Jarrett Way, Suite 180
Austin, Texas 78728

MODIFICATION NO.: 2

EXECUTED DATE OF ORIGINAL CONTRACT:
June 27, 2006

ORIGINAL CONTRACT TERM DATES: June 27, 2006 to June 26, 2007

CURRENT CONTRACT TERM DATES: June 27, 2008 to June 26, 2008

FOR TRAVIS COUNTY INTERNAL USE ONLY:

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

DESCRIPTION OF CHANGES:

Effective May 27, 2008, the Contractor's name on Contract No. 06T00189-NB is changed as follows:

From: All Points Moving and Storage L.P.
3815-A Jarrett Way, Suite 180
Austin, Texas 78728

To: Capital Transfer and Storage, L.L.C.
3815-A Jarrett Way, Suite 180
Austin, Texas 78728

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: Capital Transfer & Storage, LLC

DBA

BY: [Signature]
SIGNATURE

CORPORATION

BY: Derrick Ellison
PRINT NAME

OTHER

TITLE: VP of Business Development
ITS DULY AUTHORIZED AGENT

DATE:

TRAVIS COUNTY, TEXAS
BY: [Signature]
CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT

DATE:

5/16/08

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

DATE:

ASSIGNMENT OF CONTRACT

The parties to this Agreement are, All Points Moving and Storage, LLP, Tax ID 331072816, a limited liability partnership (the Assignor) under the laws of the state of Texas, and Capital Transfer and Storage LLC, Tax ID 800169370, a limited liability company (the Assignee) under the laws of the state of Texas.

RECITALS:

- A. Travis County and All Points Moving and Storage, LLP entered into a written Contract for providing Commercial Moving and Storage Services (Contract No. 06T00189-NB) dated June 26, 2007, a copy of which is attached to this assignment and incorporated in it by referenced (the "Contract").
- B. Assignor desires by this Agreement all of its right, title and interest in and to the Contract to Assignee subject to the terms of the Contract and this Agreement.

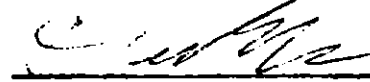
TERMS:

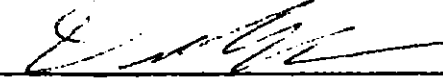
In consideration of the mutual agreements in this assignment, the parties hereby agree as follows:

- 1. Assignor assigns to Assignee all of its right, title and interest in Contract Number 06T00189NB, attached to this assignment, as of May 27, 2008.
- 2. 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 May 27, 2008.
- 3. This assignment of contract is intended to assign not only obligations but also benefits of Contract Number 06T00189-NB after May 27, 2008, including benefits accruing as a result of work commenced.
- 4. Assignor and Assignee acknowledge that nothing in this Agreement waives or modifies any of the provisions of the Contract.
- 5. The provisions of this Agreement are binding on and inure to the benefit of the heirs, representatives, successors and assigns of the parties.

ALL POINTS MOVING AND STORAGE, LLP

CAPITAL TRANSFER AND STORAGE, LLC

By: 

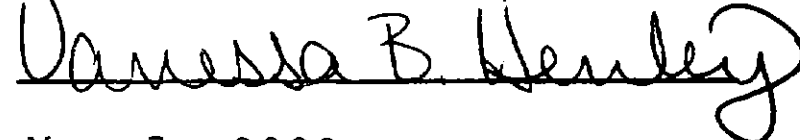
By: 

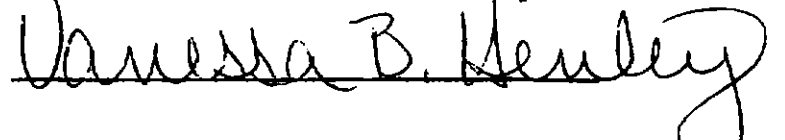
Printed Name: Derrick Ellison

Printed Name: Derrick Ellison

Title & Date: Commercial Sales 4/16/08

Title & Date: VP of Bus. Dvlp 4/16/08

Attest: 

Attest: 

Date: May 7, 2008

Date: May 7, 2008

Travis County consents to this assignment of the Contract from All Points Moving and Storage, LLP to Capital Transfer and Storage, LLC.

TRAVIS COUNTY, TEXAS

By: _____
Sam Biscoe, County Judge

Date: _____



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FMD Project: SVCOT-04-08F-XM

File: 102

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

VIA: Roger A. El Khoury, M.S., P.E., Director *John F. Carr for R.A.E.K.*

FROM: Rony R. Aouad, Service Contract Manager *Rony Aouad*

DATE: May 15, 2008

SUBJECT: Commercial Moving and Storage Services
Contract # 06T00189NB – Assignment of Contract

John F. Carr for R.A.E.K.

Rony Aouad

RECEIVED
TRAVIS COUNTY
PURCHASING
OFFICE
MAY 16 AM 9:54

Facilities Management Department does not have objection to the assignment of the subject contract from All Points Moving and Storage to Capital Transfer and Storage L.L.C. We understand that all terms of the contract will remain as previously awarded. Please direct any questions to Rony Aouad @ 44781.

COPY TO:

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

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: All Points Moving & Storage

TYPE OF GOODS/SERVICE: Commercial Moving & Storage Services

FUNDS VERIFIED:

YES _____

NO X _____

Goods/services to be provided on an "as needed basis" to be invoiced in accordance with a contract unit price, not to exceed the budget in the line item for this contract.

LINE ITEM VERIFIED:

YES X _____

General Fund; Facilities Management; Project Management Services; General Government; Other Purchased Services
001-1405-525-6099

NO _____

Approved by: *C. L. Lewis*

Date: June 23, 2006

Prepared by: GLA

RECEIVED
TRAVIS COUNTY
2006 JUN 23 PM 2:46
PURCHASING
OFFICE

Account number . . . : 1-1405-525.60-99
Fund : 001 GENERAL FUND
Department : 14 FACILITIES MANAGEMENT
Division : 05 PROJECT MANAGEMENT SVCS
Activity basic : 52 GENERAL GOVERNMENT
Sub activity : 5 FACILITIES
Element : 60 OTHER PURCHASED SERVICES
Object : 99 OTHER PURCHASED SERVICES

Original budget : 8,000
Revised budget : 40,624 06/14/2006
Actual expenditures - current . . . : 185.00
Actual expenditures - ytd : 6,221.90
Unposted expenditures : .00
Encumbered amount : 10,310.72
Unposted encumbrances : .00
Pre-encumbrance amount : .00
Total expenditures & encumbrances: 16,717.62 41.2%
Unencumbered balance : 23,906.38 58.8

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

TRAVIS COUNTY
Account Balance Inquiry

Fiscal Year	:	2008
Account number	:	1-1405-525.60-99
Fund	:	001 GENERAL FUND
Department	:	14 FACILITIES MANAGEMENT
Division	:	05 PROJECT MANAGEMENT SVCS
Basic activity	:	52 GENERAL GOVERNMENT
Sub activity	:	5 FACILITIES
Element	:	60 OTHER PURCHASED SERVICES
Object	:	99 OTHER PURCHASED SERVICES

Budget	:	261,775
Encumbered amount	:	24,969.44
Pre-encumbered amount	:	.00
Expenditures	:	20,490.09
Total expenditures	:	45,459.53
Balance	:	216,315.47

Press Enter to continue.

F3=Exit F12=Cancel



TRAVIS COUNTY PURCHASING OFFICE

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

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

2

Approved by: _____

Cyd V. Grimes 5/16/08 VLB

Voting Session: Tuesday, May 27, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 6 TO INTERLOCAL AGREEMENT NO. IL030144RE, WITH THE CITY OF AUSTIN FOR THE SUMMER YOUTH EMPLOYMENT PROGRAM. (HHS & VS)

Points of Contact:

Purchasing: Rebecca Gardner

Department: Sherri Fleming Executive Manager, HHS

County Attorney (when applicable): Mary Etta Gerhardt

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro And Jose Palacios

Other:

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

Travis County and the City of Austin have jointly funded Summer Youth Employment Program (SYEP) since 1997. SYEP provides a variety of work-based learning opportunities for at-risk youth throughout the City of Austin and Travis County. Travis County is responsible for administering the program and managing day-to-day operations. There are four full-time staff and approximately seven temporary/seasonal Travis County employees who operate the program. The City of Austin handles all payroll duties for the youth participating in the program.

This modification No. 6 increases the contract from \$410,548 to \$473,811. County funding is increased from \$158,477 to \$179,482 and City funding is increased from \$252,071 to \$294,329.

Modification No. 5 increased the contract from \$400,000 to \$410,548. County funding increased from \$155,000 to \$158,477 and City contribution increased from \$245,000 to \$252,071.

Modification No. 4 reduced the contract amount from \$631,503 to \$400,000, a decrease of \$231,503. City contribution is \$254,000, County contribution is \$155,000.

Modification No. 3 increased the contract to \$631,503. City contribution- \$254,468; County contribution - \$377,035.

Modification No. 2 replaced the program budget.

Modification No. 1 renewed the agreement for an additional twelve-month period from October 1, 2003 through September 30, 2004.

➤ **Contract-Related Information:**

Award Amount: \$631,932.00

Contract Type: Professional Services

Contract Period: January 1, 2003-September 30, 2003

➤ **Contract Modification Information:**

Modification Amount: \$473,811

Modification Type: Bilateral

Modification Period: October 1, 2007-September 30, 2008

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

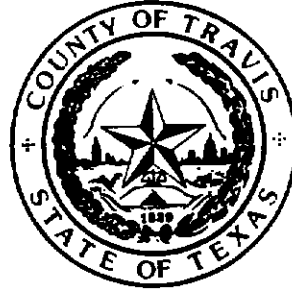
Purchase Requisition in H.T.E.: 413632

Funding Account(s): 00158676116099

Comments:


➤ **Statutory Verification of Funding:**

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



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

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

DATE: May 14, 2008
TO: Members of the Commissioners Court
FROM: 
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service
SUBJECT: Modification of the interlocal agreement between the City of Austin
and Travis County for the Summer Youth Employment Program
(SYEP)

Proposed Motion:

Consider and take appropriate action to approve a modification of the interlocal agreement with the City of Austin setting the budget and performance measures for the FY'08 Summer Youth Employment Program.

Summary and Staff Recommendations:

Travis County and the City of Austin have jointly funded SYEP since 1997. SYEP provides a variety of work-based learning opportunities for at-risk youth throughout the City of Austin and Travis County. Travis County is responsible for administering the program and managing day-to-day operations. There are four full-time staff and approximately seven temporary/seasonal Travis County employees who operate the program. The City of Austin handles all payroll duties for participating youth.

Travis County will contribute \$179,482 toward youth stipends in FY'08, with the City of Austin contributing \$294,329. The total combined funding for youth stipends is \$473,811. This will provide summer jobs for 750 youth, including 115 youth with disabilities.

TCHHSVS staff recommends approving the modification.

Budgetary and Fiscal Impact:

Travis County's contribution for FY'08 is \$179,482. The funds are in line item 001-5867-611-6099 (requisition # 440282). This contract follows the county's fiscal year. The contract number is IL030144RE.

Issues and Opportunities:

SYEP provides at-risk youth, including those with disabilities, with summer employment designed to promote self-sufficiency, good citizenship and healthy lifestyles.

Background:

SYEP is supported by more than 50 community-based and faith-based organizations that work with county staff to recruit, train, mentor and place young people between the ages of 14 and 18 in summer jobs. Youth receive training in career development and undergo a self-assessment and personal profile to assist them in identifying future career interests. Youth are placed in jobs exposing them to various career paths such as environmental science, accounting, customer service, journalism, elder care, criminal justice, public health, and child development. They also receive training in life skills, anger management, conflict resolution, and making healthy choices.

Cc: Deborah Britton, Division Director, Community Services, TCHHSVS
 Susan A. Spataro, CPA, CMA, Travis County Auditor
 Jose Palacios, Chief Assistant County Auditor
 Mike Crawford, Senior Financial Analyst, Travis County Auditor
 Mary Etta Gerhardt, Assistant County Attorney
 Rodney Rhoades, Executive Manager, Planning and Budget Office
 Travis Gatlin, Analyst, Planning and Budget Office
 Cyd Grimes, C.P.M., Travis County Purchasing Agent
 Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing

PI625102

TRAVIS COUNTY

5/13/08
14:45:25

Purchase Requisition

Number : 0000440282
 Type : 1 PURCHASE REQUISITION
 Status : DEPARTMENT APPROVAL
 Reason : VERIFYING FUNDS
 By : CAULA MCMARION 44119
 Date : 5/13/08
 Vendor : 8960 AUSTIN TRAVIS COUNTY HEALTH
 Contract nbr :
 Ship to : NS HUMAN SERVICES ADMIN SVCS
 Deliver by date : 5/13/08
 Buyer :
 Fiscal year code : C C=Current year, P=Previous year, F=Future year

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

Opt Line#	Quantity	UOM	Description
1	179482.00	YR	SUMMER YOUTH EMPLOYMENT
			FY'08 SUMMER YOUTH EMPLOYMENT - YOUTH STIPENDS
			CONTRACT PERIOD 10/1/08 - 9/30/08
			Total: 179482.00

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

F9=Print

Purchase Requisition - Item Information

```

Line number . . . : 1
Item desc . . . : SUMMER YOUTH EMPLOYMENT
Vendor part # . . :
Commodity . . . : 924 EDUCATIONAL SERVICES
Sub-com . . . : 099 EDUCATION SVCS NOT CLASS
Item # . . . : 00006
Ship to . . . : NS HUMAN SERVICES ADMIN SVCS
Quantity . . . : 179,482.00
Order UOM . . . : YR YEAR
Cost code . . . : N NOT APPLICABLE
Unit cost . . . : 1.0000
Account # . . . : 00158676116099
Project . . . :
Purchase order . :

```

Press Enter to continue.

F8=Extended Description

F12=Cancel

F14=Work orders

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Rebecca Edwards TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: February 14, 2008
---	--	--

ISSUED TO: City of Austin P.O. Box 1088 Austin, TX 78767	MODIFICATION NO.: 6	EXECUTED DATE OF ORIGINAL CONTRACT: January 1, 2003
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ORIGINAL CONTRACT TERM DATES: January 1, 2003 - September 30, 2003 CURRENT CONTRACT TERM DATES: October 1, 2007- September 30, 2008

FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: \$631,932.00 Current Modified Amount \$473,811.00

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

Upon execution of this modification, the contract is modified as provided below:

- Contract funds are increased from \$410,548 to 473,811 as follows:
 - County funds are increased from \$158,477 to \$179,482
 - City funds are increased from \$252,071 to \$294,329
- Amend Attachment C, "Budget," by adding Attachment C-'08, "'08 Renewal Term - Amended Budget," attached to this modification as Exhibit 1.

See attached amendment for additional information.

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

CITY OF AUSTIN: _____	<input type="checkbox"/> DBA
BY: <u>[Signature]</u>	<input type="checkbox"/> CORPORATION
SIGNATURE	<input type="checkbox"/> OTHER
BY: <u>Lynn Mueller</u>	DATE: <u>05/13/08</u>
PRINT NAME	
TITLE: <u>Contract Compliance Manager</u>	
ITS DULY AUTHORIZED AGENT	

TRAVIS COUNTY, TEXAS	DATE: <u>5/16/08</u>
BY: <u>[Signature]</u>	
CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	

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

**AMENDMENT OF INTERLOCAL COOPERATION AGREEMENT BETWEEN
TRAVIS COUNTY AND THE CITY OF AUSTIN
FOR SUMMER YOUTH EMPLOYMENT PROGRAM**

This Amendment ("Amendment ") of the Interlocal Cooperation Agreement for Summer Youth Employment Program ("Agreement") is entered into by the following parties: Travis County, a political subdivision of the State of Texas ("County") and the City of Austin, a home rule municipality and political subdivision of the State of Texas ("City").

RECITALS

County and City entered into the Agreement for the Summer Youth Employment Program, the Initial Term of which began January 1, 2003, and terminated September 30, 2003.

Pursuant to the Agreement, upon approval of budget by the City Council and Commissioners Court, the Agreement has been automatically renewed by mutual agreement of City and County through September 30, 2008 (" '08 Renewal Term").

The Agreement allows the parties to make changes to the Contract where such change is in writing and signed by both parties.

County and City desire to amend the Agreement to reflect mutually agreed upon changes.

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

1.0 TERM

1.1 **'08 Renewal Term.** The Parties acknowledge and agree that the Agreement was automatically renewed effective October 1, 2007, and continuing through September 30, 2008 (" '08 Renewal Term").

2.0 MAXIMUM CONTRACT FUNDS

2.1 The Parties acknowledge and agree that, due to the increase in the required amount of the minimum wage, in order to serve the intended number of participants, the Parties will have to increase the amount of Agreement Funds committed by each Party. The Parties desire to maintain the level of services as set forth in the Agreement.

2.2 In accordance with the facts set forth in Section 2.1 of this Amendment, the Parties agree to amend Section 4.0, "Maximum Contract Funds," as amended, by changing the amounts for City and County for the '08 Renewal Term as follows:

(a) Section 4.01, "Maximum Funds - County - '08 Renewal Term" - an amount not to exceed **\$179,482.00.**

(b) Section 4.02, "Maximum Funds - City - '08 Renewal Term" - an amount not to exceed **\$294,329.00.**

All other provisions of Section 4.0 not changed herein shall remain in full force and effect.

3.0 PAYMENT

3.1 Amend Section 6.01 by specifying the following amount for the County payment to City:

\$ 179,482.00

All other provisions of Section 6.01 not changed herein shall remain in full force and effect.

4.0 ATTACHMENT A - WORK STATEMENT

4.1 Amend Section IV, "Statement of Responsibility," as follows:

4.1.1 Subsection A, "Funding," to reflect the amounts set forth in Attachment C-'08 "'08 Renewal Term - Amended Budget," attached to this Amendment as Exhibit 1.

4.2 Amend Section V, "Statement of Responsibility - County," as follows:

Subsection F.5, "Personnel" - Add the following amounts for the '08 Renewal Term:

- County Funding: \$179,482.00
- Amount paid by County to City for Youth Stipend: \$179,482.00

4.3 Other Terms. All other provisions of Attachment A not specifically changed herein will remain in full force and effect.

5.0 ATTACHMENT C - BUDGET

5.1 Amend Attachment C, "Budget," by adding Attachment C-'08, "'08 Renewal Term - Amended Budget," attached to this Amendment as Exhibit 1.

6.0 INCORPORATION

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

7.0 EFFECTIVE DATE

7.1 The terms of this Amendment shall be effective May 1, 2008, when fully executed by City and County.

EXHIBIT 1

ATTACHMENT C-'08
'08 Renewal Term Amended Budget

CITY OF AUSTIN - STIPENDS:	\$ 294,329.00
<u>TRAVIS COUNTY - STIPENDS:</u>	<u>\$ 179,482.00</u>
TOTAL:	\$ 473,811.00



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

3

Approved by: _____

Cyd V. Grimes 5/16/08 MB

Voting Session: Tuesday, May 27, 2008

REQUESTED ACTION: APPROVE CONTRACT NO. PS080213VR, SHILOH TREATMENT CENTER INC., TO PROVIDE RESIDENTIAL TREATMENT SERVICES TO JUVENILE OFFENDERS. (JUVENILE PROBATION) & (HHS)

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: Gloria Petersen, TRIAD program

➤ **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. 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

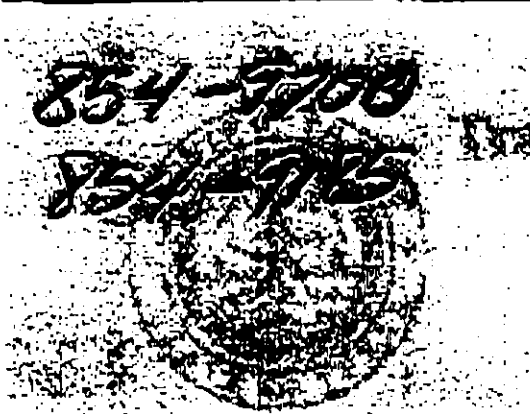
Funding Account(s): **001-4514-593-6205 and 001-5869-611-6205**

Comments:

➤ **Statutory Verification of Funding:**

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

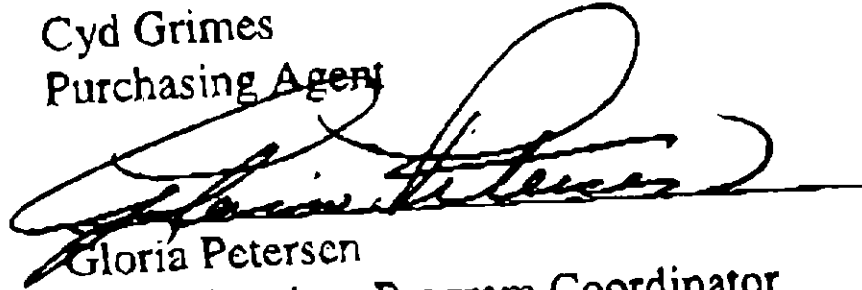
Funds will be verified, on an as needed basis, through requisitions being processed against the contract



Travis County Health and Human Services & Veterans Service
P.O. Box 1748, Austin, Texas 78767
(512) 473-4100 Fax (512) 473-4115

Office of Children's Services

TO: Cyd Grimes
Purchasing Agent

FROM: 
Gloria Petersen
Social Services Program Coordinator

RE: Professional Contact for Residential Treatment

DATE: April 25, 2008

The Office of Children's Services is interested in amending the contract with Daystar to include Shiloh, for Residential Treatment services for our Department.

The following details the funding line item to be used for this contract:

Account Number: 001-5869-611-6205

Term of Contract: 12 Month Period - Auto Renewal

Contract Information: Daystar Residential, Inc.
3926 Bahler
Manvel, Texas 77578
Region 06, Brazoria County

1290 main
(281) 489-0317
(281) 489-1800 4805 FAX -

Shiloh Treatment Center Services, Inc.

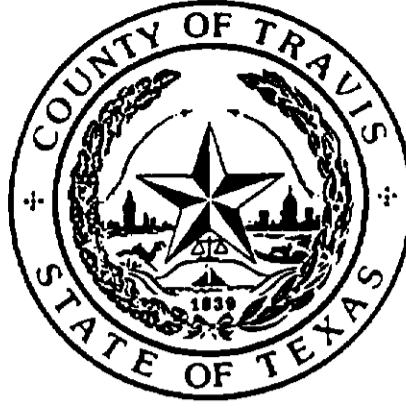
If you need additional information in order to proceed, please do not hesitate to contact me.

state facility
artificial / Residential.

STaylor @ ShilohTreatmentCenter.com

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: Shiloh Treatment Center

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 #: PS080213VR

LINE ITEM VERIFIED:

YES 001-4530-593-6205

NO

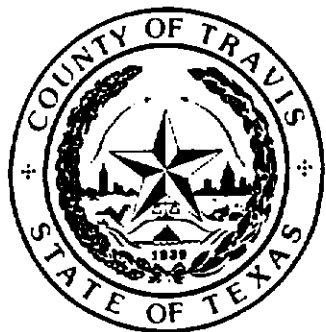
Verified by: 

Date: 5-14-08

Approved by: _____

Date: _____

RECEIVED
TRAVIS COUNTY
2008 MAY 14 PM 2:59
PURCHASING
OFFICE



TRAVIS COUNTY PURCHASING OFFICE

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

314 W. 11th, Room 400 Austin, Texas 78701 (512) 473-9700 Fax (512) 473-9185

PURCHASING OFFICE REQUEST FOR CONTRACT/MODIFICATION APPROVAL/SIGNATURE

DATE: May 12, 2008

SUBJECT: Shiloh Treatment Center, Inc. Residential Treatment Services

ACCOUNT NUMBER (S): **001-4530-593-6205**

REQUISITION NUMBER: **NA/ on as needed basis**

SCHEDULED COMMISSIONERS COURT VOTING SESSION: **May 27, 2008**

APPROVALS NEEDED PRIOR TO PURCHASING AGENT APPROVAL:

DEPARTMENT/OFFICE	CONTACT NAME	DATE CONTRACTS SENT OUT TO DEPARTMENT/OFFICE	DATE CONTRACTS RECEIVED BACK IN PURCHASING OFFICE
DEPARTMENT COUNTY ATTORNEY'S OFFICE	John Hille/Jim Connolly	5/12/08	5/13/08
CONTRACTOR	Shiloh	5/5/08	5/12/08
COUNTY AUDITOR'S OFFICE	Jose Palacios / Sean	5/13/08	
PURCHASING OFFICE	Cyd Grimes		

PLEASE CALL ME AT EXT. 4-4546 WITH ANY QUESTIONS AND/OR AFTER YOUR REVIEW AND SIGNATURE. I WILL PROVIDE TO THE NEXT PARTY. THANK YOU.

Vania Ramaekers, Purchasing Agent Assistant

2008 MAY 14 PM 2:59

RECEIVED TRAVIS COUNTY



TRAVIS COUNTY PURCHASING OFFICE
Cyd V. Grimes, C.P.M., Purchasing Agent

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

Approved by: _____

Cyd V. Grimes 3/16/08

Voting Session: Tuesday, May 27, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 2 TO CONTRACT CM060180LC, SCOTIA CONSULTING INC., FOR PURCHASE/MAINTENANCE OF PC COMMUNITY SUPERVISION+ SOFTWARE. (DRO)

Points of Contact:

Purchasing: Lori Clyde, 854-4205

Department: DRO, Cecelia Burke, 854-9680; Esther Lopez, 854-9687; Estela Medina

County Attorney (when applicable): Tenley Aldredge

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 provides for case management software DRO utilized to fulfill their contractual obligation with the Office of the Attorney General to supervise child support probationers.

Domestic Relations contracts with the Attorney General (OAG), Child Support Division to supervise child support payors that the local AG's office put on probation for failure to appear in court or for non-payment of child support. In March 2006, DRO requested the purchase of a software package that was developed for and used by other Texas County DRO offices for this purpose.

This modification will change the vendor's name from Scotia Consulting LLC to Scotia Consulting, Inc. Also, the vendor upgraded their software and changed the name from PC Community Supervision + to Community Supervision VFP/SQL. As a result of the upgrade and an increase in their operating costs, the vendor is requesting an increase in the annual maintenance fee from \$4,700 to \$6,600. A maintenance cap of 3% is included in this modification. DRO agrees with the changes and recommends accepting the increase.

Modification No. 1, approved by Commissioners Court July 17, 2007, was to modify the software to allow a download of the AG's files and then to match it to DRO's files.

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

➤ **Contract Modification Information:**

Modification Amount: \$1,900.00

Modification Type: Maintenance change

Modification Period: November 1, 2007 through October 31, 2008

➤ **Funding Information:**

Purchase Requisition in H.T.E.: _____

Funding Account(s) 001-4560-593-3002

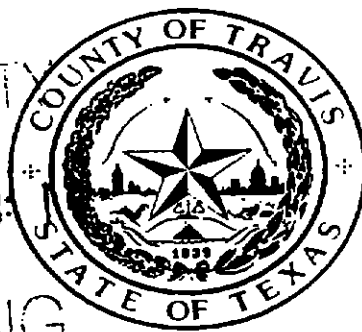
Comments:

➤ **Statutory Verification of Funding:**

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

ESTELA P. MEDINA
Chief Juvenile Probation Officer
CECELIA BURKE
Director of Domestic Relations

RECEIVED
TRAVIS COUNTY



2008 MAY -8 PM 3:

PURCHASING
OFFICE

1010 Lavaca Street
P.O. Box 1495
Austin, TX 78767-1495
512-854-9696
www.traviscountydro.com

**TRAVIS COUNTY JUVENILE PROBATION
DOMESTIC RELATIONS OFFICE**

MEMO

DATE: May 7, 2008

TO: Lori Clyde
Purchasing Office

FROM: Cecelia Burke *CK*
Domestic Relations Office

SUBJECT: Contract With Scotia Consulting, Inc.

Domestic Relations uses the Scotia Consulting software to manage approximately 1,000 child support probationers for the Office of the Attorney General. The software has meant that each probation officer is able to supervise 500 probationers instead of 300 so it has proven to be productive software.

Scotia has recently changed its corporate name which requires a contract amendment. In addition, they have raised their contract amount for maintenance services and upgraded the software. The software upgrade is from PC Community Supervision + to Community Supervision VFP/SQL. The original contract amount for the period March 8, 2006 through September 7, 2008 was originally \$22,200 and is now \$33,800 which is a \$11,600 increase. The new yearly licensing fee is \$6,600 per annum. This increase reflects a recent modification to the software requested by Domestic Relations and an increase in operating costs for Scotia Consulting. Domestic Relations agrees with these changes.

MODIFICATION OF CONTRACT NUMBER: CM060180LC - PC Community Supervision+ Software for DRO PAGE 1 OF 7 PAGES

ISSUED BY	PURCHASING OFFICE 314 W. 11TH ST. RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Lori Clyde TEL. NO. (512) 854-9700 FAX NO. (512) 854-9185	DATE PREPARED April 8, 2008
ISSUED TO	Scotia Consulting, Inc. 335 N. Brand Blvd. (Suite 200) Glendale CA 91203 Attn: Tom Hendry	MODIFICATION NO 2	EXECUTED DATE OF ORIGINAL CONTRACT August 24, 2006
ORIGINAL CONTRACT TERM DATES <u>March 8, 2006-September 7, 2008</u>		CURRENT CONTRACT TERM DATES <u>March 8, 2006-November 30, 2008 ^{October 31}</u>	

FOR TRAVIS COUNTY INTERNAL USE ONLY.

Original Contract Amount \$ 22,200.00 Current Modified Amount \$ 33,800.00

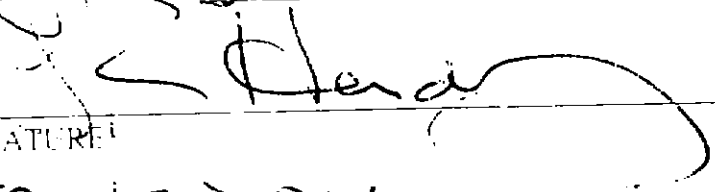
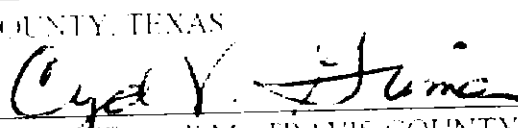
DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document, including any amendments referenced above as heretofore modified, remain unchanged and in full force and effect

The above mentioned contract is hereby modified as per the attached document titled:

MODIFICATION NUMBER TWO TO AGREEMENT BETWEEN TRAVIS COUNTY AND SCOTIA CONSULTING FOR USE OF COMMUNITY SUPERVISION VFP/SQL SYSTEM

Note to Vendor:

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

LEGAL BUSINESS NAME	<u>SCOTIA CONSULTING INC</u>	<input type="checkbox"/> DBA
BY		<input checked="" type="checkbox"/> CORPORATION
SIGNATURE		<input checked="" type="checkbox"/> OTHER
BY	<u>TR HENDRY</u>	DATE
PRINT NAME		<u>4/21/2008</u>
TITLE	<u>PRINCIPAL</u>	
HIS DULY AUTHORIZED AGENT		
TRAVIS COUNTY, TEXAS		DATE
BY		<u>5/16/08</u>
CYD V. GREAVES, C.P.M., TRAVIS COUNTY PURCHASING AGENT		
TRAVIS COUNTY, TEXAS		DATE
BY		
SAMUEL F. BISCOE, TRAVIS COUNTY JUDGE		

**MODIFICATION NUMBER TWO TO AGREEMENT BETWEEN TRAVIS
COUNTY AND SCOTIA CONSULTING FOR USE OF COMMUNITY
SUPERVISION VFP/SQL SYSTEM**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Modification Number Two (this "Amendment") to the Agreement between Travis County and Scotia Consulting (Contract #CM060180LC) for the use of that certain software application known as the Community Supervision VFP/SQL System is made and entered into by and between Travis County, a political subdivision of the State of Texas ("County" or "CUSTOMER") and Scotia Consulting, Inc. ("Scotia"), a corporation authorized to do and doing business in the State of Texas and the successor in interest to Scotia Consulting (collectively, the "Parties"). All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement, as such term is defined below.

RECITALS

WHEREAS, on August 24, 2006, the Parties entered into that certain contract (the "Agreement") for the provision of a community supervision case-management system then known as PC Community Supervision+ (the "System") and subsequently amended the Agreement on one occasion, as permitted therein where the change is in writing and agreed to by both parties; and

WHEREAS, the Parties now desire to further modify the Agreement to reflect: (i) a change in Scotia's entity status; (ii) a change in the name of the System resulting from an application platform conversion; and (iii) other mutually agreed upon changes in the Agreement terms and conditions, as set forth below.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. ASSIGNMENT OF CONTRACT

1.1 Scotia represents and warrants to County that Scotia Consulting, the predecessor in interest to Scotia Consulting, Inc., has assigned, transferred and conveyed to Scotia Consulting, Inc. all of its right, title and interest in and to the Agreement effective December 17, 2007.

1.2 Scotia represents and warrants to County that it has accepted such assignment and has assumed and is bound by and shall perform all terms, conditions, covenants, obligations and duties of Scotia Consulting under the Agreement as of the effective date set forth above.

II. AMENDMENT OF CONTRACT

The Agreement is hereby amended as follows:

2.1 All references to the software application "PC COMMUNITY SUPERVISION+" are hereby deleted and replaced with "COMMUNITY SUPERVISION VFP/SQL".

2.2 The first sentence of Section 1.0 ("LICENSE"), Paragraph 1.1 of the Agreement, commencing with the words "Scotia Consulting grants, and CUSTOMER accepts," and ending with the words "under the following terms," is hereby deleted, and the following is inserted in lieu thereof:

"Scotia Consulting grants, and CUSTOMER accepts, subject to the terms and conditions contained in this Agreement, a non-exclusive, non-transferable license to unlimited use of the SYSTEM to access one set of database tables located on one server under the following terms:"

2.3 Paragraph 1.1 is hereby amended to add the following provisions as subparagraphs 1.1(e), 1.1(f), 1.1(g) and 1.1(h), immediately following subparagraph 1.1(d):

- e. The license granted hereunder covers all versions of the SYSTEM but specifically excludes any new versions of the SYSTEM developed in another language (e.g., NET).
- f. The license will run for one year, commencing on the Effective Date of this Amendment. CUSTOMER shall pay a fixed license fee (the "License Fee") of SIX THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$6,600.00) per annum, which sum shall be payable no later than thirty (30) days following receipt of a true and correct invoice.
- g. The License Fee covers both the license to use the SYSTEM for one year and all Extended Warranty services set forth in **Exhibit 1**, attached hereto and made a part hereof for all purposes.

- h. CUSTOMER shall have the option to extend the license term for further one-year extensions (the "Additional Extension Periods") shall be available to CUSTOMER at an annual license fee to be determined by Scotia Consulting and provided in writing to CUSTOMER no later than sixty (60) days prior to expiration of the First Extension Period; provided, however, in no event will the license fee for any Additional Extension Period increase more than three percent (3%) annually over the prior year's license fee. CUSTOMER shall notify Scotia Consulting within thirty (30) days of receipt of the Additional Extension Period license fees whether or not CUSTOMER will exercise such Additional Extension Period options.

2.4 Paragraph 5.1 of Section 5.0 ("LIMITED WARRANTIES") is hereby deleted in its entirety and the following is inserted in lieu thereof:

5.1 Extended Warranty

The license includes Extended Warranty for the SYSTEM for the duration of the license provided CUSTOMER pays the License Fee promptly each year. The terms and conditions of the maintenance services provided under the Extended Warranty are set forth in **Exhibit 1**.

III. INCORPORATION

3.1 Except as amended above, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, County and Scotia have executed this Amendment effective as of the later date indicated on the Travis County Purchasing Office Modification Form (the "Effective Date").

Exhibit 1

Extended Warranty Terms and Conditions

Scotia Consulting warrants that the SYSTEM will operate in accordance with the COMMUNITY SUPERVISION VFP/SQL User Manual provided in conjunction with this Amendment, and that the User Manual will be updated with all changes and enhancements made to the System during the life of the license. Scotia Consulting will provide County with the updated User Manual within 20 days of the date on which the changes are made. The warranty services provided under this Extended Warranty are as follows:

- A Correction of all malfunctions of software without additional charge during the life of the license (a "malfunction" is considered an operation which is deviation from the documentation associated with the latest version of the System, or a program crash).

- B Toll-free access to the Help Desk, Monday through Friday (except for national holidays) from 9.00 a.m. until 5.00 p.m. Central Time, Phone: 877-211-7655 (Email: scotiahelpdesk@sympatico.ca). An Emergency Number for issues requiring attention outside the Help Desk hours is: 818-359-4149 (Email: scotiaconsulting@earthlink.net). Access to the Help Desk is to obtain help in the use of COMMUNITY SUPERVISION VFP/SQL, or to report a problem or malfunction of the System. The Help Desk operator will log, monitor, and respond to all calls made. The operator will then use best efforts to resolve the issue or problem. If the operator cannot resolve the issue, or if, in the reasonable opinion of the operator, the issue is not the responsibility of Scotia Consulting, the operator will so inform the caller and offer an explanation. If the operator cannot resolve the issue, but concludes that the issue needs Scotia Consulting involvement in the solution, he/she will inform the caller of the Problem Report Number and priority given to the issue.

Priority is allocated according to the following criteria:

Priority 1 is defined as a problem that causes the whole operation of the System to be seriously restricted. Scotia Consulting will attempt to provide a response within two to four hours of receiving the initial report. **Access is required through VPN or a comparable tool to repair or circumvent the problem.** Both Parties must agree that there is a problem and that the problem warrants designation of Priority 1.

Priority 2 is defined as a problem that causes part of the operation of the System to be restricted. Scotia Consulting will attempt to provide a response within 24 hours of initial report. **Access is required through VPN or a comparable tool to repair or circumvent the problem.** Both Parties must agree that there is a problem and that the problem warrants designation of Priority 2.

Priority 3 is defined as a problem that can be circumvented or that does not cause the operation of the System to be restricted. Scotia Consulting will use best efforts to provide a response within 7 days of receipt of the initial report, and to fix the problem on the next site visit. Both Parties must agree that there is a problem and that the problem warrants designation of Priority 3.

All calls to the Help Desk should be prioritized: if no priority is given Scotia Consulting will allocate the call a Priority 3. It is recommended that all calls be made verbally, then be confirmed by email.

- C Scotia Consulting's policy is to enhance its products with functionality it believes will have a broad appeal to the agencies that use Scotia Consulting's software. New enhancements will be developed and distributed periodically, free of charge, to all agencies that have a current maintenance agreement (including Extended Warranty on the System). While every effort is made to consult with our clients, Scotia Consulting is the sole arbitrator of what enhancements are added to the System.

This license excludes the development of any software built specifically for Travis County. Such development, if required, must be subject to a modification quote and a separate modification agreement. This modification specifically for Travis County will be included in any upgrade Scotia Consulting installs at Travis County.

The price for all Travis County-specific changes will be estimated based on a rate of \$150 per hour per technicians involved.

If Travis County elects to buy software enhancements specifically for its own use, and to pay for such enhancements, Scotia Consulting will include sufficient time to implement the enhancement onsite in a separate visit to the County.

- D Warranty includes delivery of all new versions of COMMUNITY

SUPERVISION VFP/SQL distributed by Scotia Consulting. Scotia Consulting will install any new version delivered during the next scheduled site visit, and provide documentation of the changes in the User Manual.

- E Warranty also includes up to 8 person-hours of support per quarter for the duration of the license. The support defined above can be provided as site visits, as off-site activities, or through an online software tool such as VPN (mutual agreement of specific access times, and access method, must be made in advance). If the County does not utilize the full amount of the 8 hours support it will not be carried forward to the next quarter, but can be utilized by offsite activity before the current quarter expires. The support can be used for installing new versions, investigating problems, training users or IT personnel, writing ad hoc reports, or attending meetings related specifically to COMMUNITY SUPERVISION VFP/SQL topics. In some instances it may be in the interest of both Parties to have the support provided from Scotia Consulting's premises. If requested by County, Scotia Consulting will provide an estimate of the hours required to complete any task performed off-site. Note: If two or more Scotia Consulting representatives are involved in performing a task or tasks, the time each individual spends on work on the System will be accumulated when calculating monthly support performed.

If in any month during the Extended Warranty period a Priority 1 problem arises, all person-hours remaining in the current month will be assigned to the Priority 1 problem and after the hours remaining expire, Scotia Consulting will continue to work on the Priority 1 problem until it is resolved.



TRAVIS COUNTY PURCHASING OFFICE
Cyd V. Grimes, C.P.M., Purchasing Agent

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

Approved by: _____

Cyd V. Grimes 5/16/08

Voting Session: Tuesday, May 27, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 5 TO CONTRACT NO. CM060201LC, ARGENT SOFTWARE INC., FOR LICENSES AND SUPPORT SERVICES. (ITS)

Points of Contact:

Purchasing: Lori Clyde, 854-4205

Department: ITS, Nick Macik, 854-4730, David Hopkins, 854-4570, Walter LaGrone, 854-4890, Joe Harlow, Director; Alicia Perez, Executive Manager

County Attorney (when applicable): Julie Joe

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.

ITS recommends the purchase of on site training from Argent. This company provides ITS the tools to monitor server performance and the health of the computer hardware. As part of the annual maintenance renewal ITS has the option to send one staff member to the Argent site to be trained. However, that is only one employee and Travis County incurs the cost of Travel, Lodging and per diem for the employee. Argent has provided ITS with the opportunity to train four staff members with the same 5 day training class provided for in the maintenance agreement. The normal cost for this type of onsite training is \$12,500 plus travel expenses. Argent has offered Travis County the on site training for \$8,000 which includes travel expenses.

Modification No. 4, approved in Commissioners Court February 19, 2008, was for additional licenses and maintenance.

Modification No. 3, approved in Commissioners Court July 31, 2007 was for additional licenses.

Modification No. 2, approved by the Purchasing agent March 3, 2007 was to upgrade the Basic maintenance support to Premier support.

Modification No. 1, approved in Commissioners Court October 3, 2006 was to purchase additional licenses.

➤ **Contract Expenditures:** Within the last 12 months \$92,428.00 has been spent against this contract.

Not applicable

➤ **Modification-Related Information:**

Modification Amount: \$8,000.00

Modification Type: Training

Contract Period: May 27, 2008 – March 31, 2009

➤ **Funding Information:**

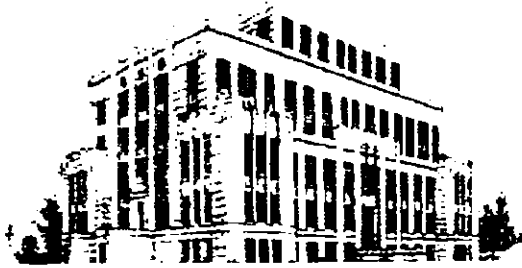
Purchase Requisition in H.T.E.: 436194

Funding Account(s) 001-1230-523-6504

Comments:

➤ **Statutory Verification of Funding:**

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



Travis County Courthouse, Austin, Texas

TRAVIS COUNTY INFORMATION & TELECOMMUNICATION SYSTEMS

Joe Harlow Jr., Chief Information Officer

314 W. 11th Street, P. O. Box 1748, Austin, Tx 78767 (512) 854-9666 Fax (512) 854-4401

DATE: May 14, 2008
TO: Cyd V. Grimes, C.P.M-Travis County Purchasing Agent
FROM: Joe Harlow, Chief Information Officer
SUBJ: Recommendation to purchase On Site Training from ARGENT

RECEIVED
TRAVIS COUNTY
2008 MAY 15 AM 8:21
PURCHASING
OFFICE

Proposed Motion:

Approve the purchase of On Site Training from ARGENT.

Summary and Staff Recommendation:

The ITS Department recommends the purchase of on site training from Argent. This company provides ITS the tool to monitor server performance and the health of the computer hardware. As part of the annual maintenance renewal ITS has the option to send one staff member to the Argent site to be trained. However, that is only one employee and Travis County incurs the cost of Travel, Lodging and per diem for the employee. Argent has provided ITS with the opportunity to train four staff members with the same five day training class that the maintenance agreement provides for. The normal cost for this type onsite training is \$12,500 plus their travel expenses. Argent has offered Travis County the on site training for \$ 8,000.

Budgetary and Fiscal Impact:

The total impact of the training is \$ 8,000. Funding is included in the below listed line items:

001-1230-523-6504 \$ 8,000.00

Issues and Opportunities:

This tool helps the ITS Department increase quality of service and reducing problem notification, trouble mitigation, and to provide the statistics against Departmental Performance Measures. ITS requires that more that one staff member become proficient in the use and deployment of this tool. This will be accomplished through this training.

Background:

The ITS Department has increased the number of information systems hosting applications for County officials. Without tools like Argent, and the required training, it has been difficult to respond to issues with servers or the application.

Required Authorizations:

Legal: John Hille, County Attorney
Purchasing: Cyd Grimes, Lori Clyde Purchasing Department
Budget: Randy Lott, Planning and Budget Office

cc: Lynn Harper, Administrative Operations; ITS; Walter Lagrone, ITS, Nick Macik, ITS; David Hopkins, ITS. Maria Rogers, ITS

S:\Managers\Procurements\FY 08\FY 08 Argent Training Memo.doc

PURCHASE REQUISITION NBR: 0000436194

REQUISITION BY: TERRI FLEMMINGS/854-4998

STATUS: BUYER PROCESSING
REASON: STAFF TRAINING

DATE: 3/25/08

SHIP TO LOCATION: ITS - ANNEX COMPUTER ROOM

SUGGESTED VENDOR: 66465 ARGENT SOFTWARE INC

DELIVER BY DATE: 4/15/08

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	ARGENT UNIVERSITY 5 DAYS ON-SITE TRAINING 4 PEOPLE COMMODITY: EDUCATIONAL SERVICES SUBCOMMOD: TRAINERS FEE'S	1.00	EA	8000.0000	8000.00	
REQUISITION TOTAL:					8000.00	

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00112305236504	PROFESSIONAL DEVELOPMENT TRAINING & SEMINARS	100.00	8000.00
				8000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

3/27/08 TRAINING.APPVD.GMC

Fiscal Year 2008

Account Balance Inquiry

Account number : 1-1230-523.65-04
Fund : 001 GENERAL FUND
Department : 12 INFORMATION & TELECOMMUNI
Division : 30 OPERATIONS
Activity basic : 52 GENERAL GOVERNMENT
Sub activity : 3 INFORMATION SYSTEMS MGMT
Element : 65 PROFESSIONAL DEVELOPMENT
Object : 04 TRAINING & SEMINARS

Original budget :	84,950	
Revised budget :	113,015	04/30/2008
Actual expenditures - current . . . :	4,195.00	
Actual expenditures - ytd :	69,642.50	
Unposted expenditures :	.00	
Encumbered amount :	24,437.50	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	8,000.00	
Total expenditures & encumbrances:	106,275.00	94.0%
Unencumbered balance :	6,740.00	6.0

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

MODIFICATION OF CONTRACT NUMBER: CM060201LC – Sfw/Maint Support Argent Technologies for Windows & Unix Servers PAGE 1 OF 3 PAGES

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Lori Clyde TEL NO. (512) 854-9700 FAX NO. (512) 854-9185	DATE PREPARED May 12, 2008
---	--	--------------------------------------

ISSUED TO: Argent Software, Inc. 6 Forest Park Drive Farmington, CT 06032 Attn: Rob Mason	MODIFICATION NO.: 5	EXECUTED DATE OF ORIGINAL CONTRACT: March 28, 2006
--	-------------------------------	---

ORIGINAL CONTRACT TERM DATES: March 8, 2006-March 27, 2007 CURRENT CONTRACT TERM DATES: April 1, 2008-March 31, 2009

FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: \$ 24,000.00 Current Modified Amount \$ 123,387.00

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

The above contract is hereby modified as follows:

Purchase Argent University Training – 5 days on-site, up to 4 people, at Austin, TX location as per quote dated May 12, 2008 in the amount of \$8,000.

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

LEGAL BUSINESS NAME: <u>ARGENT SOFTWARE INC.</u>	<input type="checkbox"/> DBA
BY: <u>[Signature]</u>	<input checked="" type="checkbox"/> CORPORATION
SIGNATURE	<input type="checkbox"/> OTHER
BY: <u>JAMES A. LUTZ</u>	DATE:
PRINT NAME	
TITLE: <u>EVP</u>	
ITS DULY AUTHORIZED AGENT	

TRAVIS COUNTY, TEXAS	DATE:
BY: <u>[Signature]</u>	<u>5/16/08</u>
CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	

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

A R G E N T

Date: 12 May 2008
To: David Hopkins
Re: Acquisition of Argent

Dear David,

Argent Software proposes that Travis County ITS acquire Argent, the world's most scalable enterprise-wide business assurance solution for critical production servers.

Licensing:

Product	Quantity	Your Price
Argent University -- 5 days on-site, up to 4 people, at Austin, TX location	1	\$8,000.00
	Total	\$8,000.00

Argent will:

- ✓ Ensure business success by maintaining a high level of performance across all critical business applications
- ✓ Improve service level management initiatives across your organization
- ✓ Give you one console for your entire infrastructure
- ✓ Troubleshoot and diagnose issues, eliminating finger pointing among your business units
- ✓ Integrate all monitoring activities into useful management reports
- ✓ Provide critical insight into application performance

A R G E N T

Maintenance: Maintenance, which includes technical support 24 hours a day, 365 days a year as well as all new releases of the software, is included in the purchase price at no additional charge for the first year. Maintenance for the second and subsequent years is 20%.

Your order should be addressed to:

Argent Software, Inc. Tel: 860-674-1700
2 Bridgewater Rd. Fax: 860-674-0101
Farmington, CT 06032 Fed Tax ID: 223056550

Please feel free to contact me with any questions.

Best Regards,

Kathie Lodge

Kathleen Lodge
Senior Account Executive



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 5/16/08

Voting Session: Tuesday, May 27, 2008

REQUESTED ACTION: APPROVE AUTHORIZATION TO DEVELOPE A PRE-QUALIFIED LIST OF CONSULTANTS FOR PROFESSIONAL ARCHITECTURE AND ENGINEERING SERVICES FOR SMALL PROJECTS IN TRAVIS COUNTY. (TNR)

Points of Contact:

Purchasing: Lee Perry

Department: (TNR), Joe Gieselman, Executive Manager;
Steve Manilla, Public Works Director

County Attorney (when applicable): John Hille

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.
- TNR Public Works requests the development of an RFQ to establish a list of pre-qualified professional engineering and architecture firms that are required to complete small roadway, drainage, and park projects as the need arises.
- Types of work can include but are not limited to condition assessments, the development of plans-specifications-estimates, landscape architecture, engineering studies and reports, park planning, obtaining regulatory permits, utility coordination, and construction contract management and administration for sidewalks, trails, roadways, bridges/culverts, intersections, utility infrastructure, and park amenities. Land surveying, geotechnical engineering, and property acquisition services will be provided by others when needed. Although generally small in scope, some of the assignments may be in response to health and safety issues that require immediate attention.
- Project's that utilize the pre-qualified list of engineering and architecture firms are not expected to have a construction cost greater than \$1,000,000.00 and professional services fees per assignment are expected to average approximately \$50,000.00.
- As a point of reference, the Court approved a similar action for the development of a pre-qualified list of surveying firms.

➤ **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: Architect/Engineer

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: Not Applicable

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments: N/A

➤ **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s):

Comments: N/A

REQUESTED ACTION:

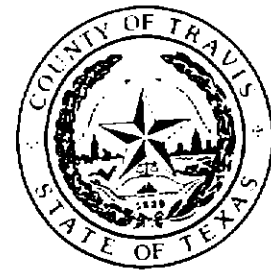
___ **Approved**

___ **Disapproved** N/A

Samuel T. Biscoe
Travis County Judge

Date

Lee, develop agenda
pkg for this. MB



Lee
5.13.08
MB

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) 854-4626

May 12, 2008

MEMORANDUM

TO: Marvin Brice, Assistant Purchasing Agent

FROM: Steve Manilla, TNR Public Works Director

Subject: Pre-qualified List of A-E firms for small projects

RECEIVED
TRAVIS COUNTY
MAY 12 PM 4:20
PURCHASING
OFFICE

TNR Public Works requests the development of an RFQ for professional engineering and architecture services required to complete small roadway, drainage, and park projects as a need arises. The RFQ will be used to establish a list of pre-qualified Consultants for engineering and architecture services to help us respond in a timely manner to unanticipated work requests as they arise. Public Works receives requests for engineering or architectural services unexpectedly and the scope of work can be too small or too urgent to use the conventional Request for Qualifications process. TNR proposes to use the RFQ process to develop a prequalified list of consultants so that when we receive a work request we can immediately begin scope and fee negotiations with Purchasing and the best qualified firm for the particular assignment. Although generally small in scope, some of the assignments may be in response to health and safety issues that require immediate attention. Types of work can include but are not limited to condition assessments, the development of plans-specifications-estimates, landscape architecture, engineering studies and reports, park planning, obtaining regulatory permits, utility coordination, and construction contract management and administration for sidewalks, trails, roadways, bridges/culverts, intersections, utility infrastructure, and park amenities. A more detailed breakdown of services required is attached. Note that land surveying, geotechnical engineering, and property acquisition services will be provided by others when needed.

The total number of anticipated assignments during the initial two-year contract period is expected to be between 15 and 20 which will be distributed among up to six Consulting firms. No project is expected to have a construction cost greater than \$1M and professional services fees per assignment are expected to average approximately \$50K.

Selection of firms to be placed upon the pre-qualified list will be based upon criteria to be jointly developed between Purchasing and TNR. Selection of a firm for individual project assignments will be based upon the County's ability to ensure equal distribution of County taxpayer dollars through the issuance of contracts to the prequalified listed CONSULTANT firms. Upon identification of the need for professional services, the Purchasing Office and

TNR will select the firm that is the most highly qualified firm on the prequalified list. This determination will primarily be based upon directly related experience with the type of work required and the availability of appropriate technical disciplines.

Assuming the selected firm is able to provide the required services and to meet the user department's scheduling and functional requirements, a contract will be negotiated with that firm and a purchase order issued by the Purchasing Office. However, if the selected firm is unable to meet the requirements of the user department for any individual project, or if a satisfactory contract cannot be negotiated with the selected firm, then the next most highly qualified firm will be selected according to the procedures set forth herein.

Funding for contracts will come from the budgets of TNR Parks, Road & Bridge, or Public Works. Requisition numbers will be provided when individual contracts are initiated.

Please contact me at 854-9429 to set a meeting to agree upon selection criteria of if additional information is needed.

Attachment

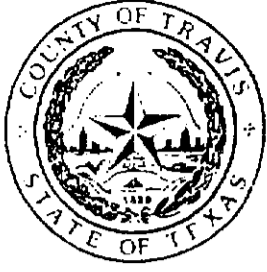
CC

Don Ward, P.E., TNR Road & Bridge Division Director

Charles Bergh, TNR Parks Division Director

Steve Sun, P.E., TNR CIP Division Manager

Cynthia McDonald, TNR Financial Services Division Director



TRAVIS COUNTY PURCHASING OFFICE
Cyd V. Grimes, C.P.M., Purchasing Agent

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

Approved by: _____

Cyd V. Grimes 5/16/08

Voting Session: Tuesday, May 27, 2008

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR COLLECTION AND TRANSPORTATION OF RECYCLABLE MATERIALS, RFP NO. P080186-OJ, TO THE QUALIFIED RESPONDENT, ACCO WASTE PAPER OF AUSTIN. (TRANSPORATION AND NATURAL RESOURCES DEPARTMENT)

Points of Contact:

Purchasing: Oralia Jones, 854-4204

Department: TNR Charles Williams, 854-9383, Joseph Gieselman, Executive Manager, 854-9383

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

County Planning And Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro And Jose Palacios

Other:

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

Proposals were opened on April 23, 2008, for the Collection and Transportation of Recyclable Materials. Two vendors responded: ACCO Waste Paper of Austin (our current contractor) and Balcones Resources, both of Austin, Texas. The evaluation team consisting of members from TNR evaluated the responses. A copy of the evaluation matrix is attached.

The Purchasing Office concurs with TNR's recommendation to award a contract to ACCO Waste Paper of Austin based on revenue offered for recyclable materials. ACCO Waste Paper has offered to pay 50% of the low price per ton listed for corrugated cardboard and 25% of the low price per ton for mixed paper as listed in the Official Board Market (OBM) Yellow sheet for the Southwest Market. There will be no monetary return for aluminum cans and plastic #1 PETE soda water or beverage bottles. The benefit the County receives is that all recyclable material is picked up by the contractor for disposal, relieving the County from having to use its resources to do this service.

In the past years this contract did not produce revenue for the County, nor did the County pay for the service. The proposal received from Balcones Resources was showing a charge

to the County for this service.

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

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$0.00

Contract Type: Annual Contract

Contract Period: June 2, 2008 through June 1, 2009

➤ **Solicitation-Related Information:**

Solicitations Sent: 6

Responses Received: 2

HUB Information: Vendor is not a HUB % HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s): 001-4908-388-3011

Comments: Account for revenue funds received from ACCO Waste Paper.

➤ **Statutory Verification of Funding:**

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

**COLLECTION AND TRANSPORTATION OF RECYCLABLE MATERIAL
RFP #P080186-OJ
EVALUATION MATRIX**

EVALUATION FACTORS:	POINTS	ACCO WASTE PAPER OF AUSTIN	BALCONES RESOURCES
3.1 Anticipated revenues to provide the purchase and Transportation Services of treecyclable materials	25	20	2.5
3.2 Demonstrated experience in recycling business	20	20	17.5
3.3 Ability to meet all requirements of proposal	15	14	14
3.4 Competence, knowledge and experince of the individuals of the firm indicated by the total number of years of experience and the references provided	15	15	12.5
3.5 Equipment and resources for transporting materials	15	15	14
3.6 Completeness and accuracy of the proposal in providing all information specified in the RFP	10	8	7.5
TOTAL POINTS	100	92	68

RECEIVED
TRAVIS COUNTY

2008 MAY -7 PM 3: 55

PURCHASING
OFFICE




TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

May 5, 2008

MEMORANDUM


TO: Cyd Grimes, County Purchasing Agent
FROM: 
Joseph P. Gieselman, Executive Manager

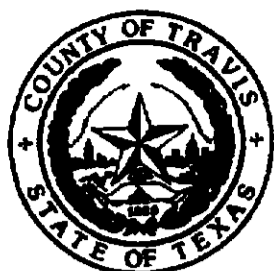
SUBJECT: Award of Bid RFP #P080186-OJ, Collection and Transportation of Recyclable

TNR has reviewed the above referenced proposals and recommends award to Acco Waste Paper of Austin. Of the two responsive bidders, Acco Waste Paper would provide the highest revenues for Travis County.

The appropriate revenue line item is 001-4908-388-3011.

If you need additional information, please contact Christina Jensen at 854-7670.

 CJ:JPG:cj
Contract File



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

8

Approved by: _____

Cyd V. Grimes 5/16/08

Voting Session: Tuesday, May 27, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 2, CONTRACT NO. PS970103LH, SATISH BHATT, M.D., FOR PSYCHIATRIC SERVICES (JUVENILE PROBATION)

Points of Contact:

Purchasing: Vania Ramaekers

Department: (JUVENILE PROBATION) Estela P. 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 Spartaro 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.

Subject contract provides Psychiatric services on an as needed basis, for Juvenile probation programs.

This modification reflects the replacement of the contract attachment - B "Fee Schedule" which reflects the fee increase agreement between both parties.

Modification no. 1 reflected the changes for the current contract insurance limits.

- **Contract Expenditures:** Within the last 12 months, \$42,105.00 has been spent against this contract.

Not applicable

- **Contract-Related Information: N/A**

Award Amount: \$0.00 (Estimated quantity)

Contract Type: (Professional Services Agreement)

Contract Period: 01/23/1997 - Until Terminated

➤ **Contract Modification Information:**

Modification Amount: \$0.00 (See Additional Procurement Comments)

Modification Type: Replace Fee Schedule Attachments

Modification Period: 01/23/1997- Until terminated

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: See Comments

% HUB Subcontractor: N/A

➤ **Special Contract Considerations: N/A**

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

➤ **Funding Information: N/A**

Purchase Requisition in H.T.E.:

Funding Account(s): 001-4514-593-6315

Comments: AS NEEDED BASIS

➤ **Statutory Verification of Funding: N/A**

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

MODIFICATION OF CONTRACT NUMBER: PS970103LH-Psychiatric Services

PAGE 1 OF 2 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:
May 14, 2008

ISSUED TO: **Satish Bhatt, M.D.**
3204 Riva Ridge
Austin, Texas 78746

MODIFICATION NO.:
2

EXECUTED DATE OF ORIGINAL CONTRACT:
January 23, 1997

ORIGINAL CONTRACT TERM DATES: 01/23/1997 - 9/30/99

CURRENT CONTRACT TERM DATES: Until Terminated by either parties

FOR TRAVIS COUNTY INTERNAL USE ONLY:


Original Contract Amount: As needed basis

Current 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. Attachment "B" Fee Schedule is hereby replaced in its entirety with the revised Attachment "B" (Dated 05/14/08), which has been modified to reflect the agreed upon rate increase for Dr. Bhatt Psychiatric Services.
2. Changed the Agreement Reference number from PS970103LH to PS970103VR.

LEGAL BUSINESS NAME: **SATISH BHATT, M.D.**

BY: 
SIGNATURE

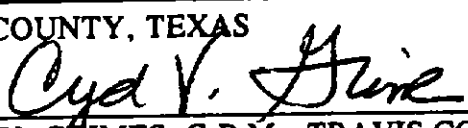
BY: _____
PRINT NAME

TITLE: SELF
ITS DULY AUTHORIZED AGENT

DBA
 CORPORATION
 OTHER

DATE:
5/14/08

TRAVIS COUNTY, TEXAS

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

DATE:
5/16/08

TRAVIS COUNTY, TEXAS

BY: _____
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:

ATTACHMENT B
FEE SCHEDULE
Revised as of May 14, 2008

For and in consideration of full and satisfactory performance of the services and activities described in the Scope of Services Attachment A, Travis County shall pay Contractor at a rate of:

- | | | | |
|----|---|-----------|---------------|
| 1. | Psychiatric Evaluations | \$ 150.00 | p/ evaluation |
| 2. | Follow-up Evaluations | \$ 50.00 | p/ evaluation |
| 3. | Telephone Calls | \$ 8.00 | p/call |
| 4. | Visit Children in
Administrative Segregation and
Security Program | \$50.00 | p/visit |

I would like to request the following changes my new amended contract.

Initial consultation.....150.00

Follow up visit.....50.00 { same as it is.}

Phone call for emergency

And other recommendations...10.0

8.00
HP
SR

I have been on same contract since I have worked from 1988.

I also would like this to be effective from fiscal year 2007 as I was promised before.

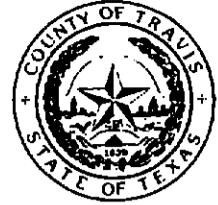
Thanks.



Satish Bhatt, MD.

Cell no.512-623-9579.

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT



ESTELA P. MEDINA
Chief Juvenile Probation
Officer

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
Chief Juvenile Probation Officer

RE: Satish S. Bhatt Contract #PS970103LH

DATE: May 9, 2008

Travis County Juvenile Probation is currently contracting with Dr. Satish Bhatt for Psychiatrist Services. Dr. Bhatt is requesting to modify his current contract to increase his rates. Attached are the requested rates from Dr. Bhatt. The Department has reviewed Dr. Bhatt new rates; we have also reviewed the rates that Travis County Purchasing Office recommended. The Department is in agreement with the rates Travis County Purchasing Office recommends. Dr. Bhatt's services is on a as need basis.

The following details the line item to be used for this contract.

PS970103LH030218LH– Salish B. Bhatt
Account Number: 001-4514-593-6315
NTE – As Need Basis
Service Provided: Satisfactory

If you need additional information in order to proceed, please do not hesitate to call me.

cc: Darryl Beatty
Sylvia Mendoza
Camett Moore
Alan Miller

EPM: gc



9

RECEIVED
COUNTY CLERK
#

MAY 19 AM 11:30

TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Voting Session: May 27, 2008

Work Session: _____

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

B. Requested Text:

- a. Consider and take appropriate action on park fees for the Community Pavilion at East Metro Park.
- b. Consider and take appropriate action on proposed park fees for athletic fields.
- c. Consider and take appropriate action on setting a public hearing relating to proposed revisions to park fee schedule.

C. Approved by: _____
Sam Biscoe, Travis County Judge

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

Carol Joseph, TNR-Assistant Director	854-9383
Cynthia McDonald, TNR - Financial Mgr.	854-9383
Charles Bergh, Parks Division Director	854-9437
Kurt Nielsen, Parks District Manager	854-7218
Dan Perry, Parks District Manager	263-9114
Dan Chapman, Chief Park Ranger	263-9114
Isabelle Lopez, TNR Financial Analyst	854-7675

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

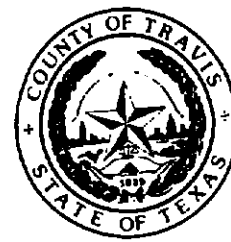
- _____ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- _____ Contract, Agreement, Policy & Procedure



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

May 15, 2008

MEMORANDUM

TO: Members of the Commissioners' Court

FROM: Joseph P. Gieselman, Executive Manager, TNR

SUBJECT: New Travis County Park Fees



Proposed Motion:

- A. Discuss park fees for the Community Pavilion at East Metropolitan Park.
- B. Discuss proposed park fees for athletic fields.
- C. Consider and take appropriate action on setting a public hearing date relating to proposed revisions to park fee schedule.

Summary and Recommendation

Travis County charges user fees for some of its county park facilities, including sport fields, sport field lighting, sport field preparation, shelters, and concession buildings. The county also charges a reservation fee that allows park users to reserve park facilities, i.e., sport fields, shelters, concession buildings and improved campsites, for up to one year from the date of reservation. In addition, the county charges camping and day-use fees in the Lake Travis parks it manages for the Lower Colorado River Authority (LCRA) and at three other county parks, Hamilton Pool Preserve, Milton Reimer's Ranch Park, and Tom Hughes Park. When new park facilities come into service, or if there is an operational problem with fee calibration, TNR staff will recommend to the Commissioners' Court an update to the fee structure. TNR is also recommending that the deadline for payment be changed from 48 hours prior to the event to two weeks prior to the event.

A. East Metropolitan Park Community Pavilion

East Metropolitan Park, Phase II construction, has reached substantial completion and many of the park's amenities are now available to the public. Among the park improvements is a new Community Pavilion, which is a unique park amenity when compared to the county's other park shelters and concession stands. With a capacity of approximately 200 guests, along with exclusive access to a large pier over the Kingfisher Pond, this facility has the versatility to accommodate community meetings, family reunions, weddings, or various other events. Included with the main building and pier is a separate kitchen building with warming tables and refrigerator, a restroom facility, and ample parking. To date, a user fee has not been adopted for

this new park amenity. We have already received numerous requests for reservations of the new Community Pavilion at East Metropolitan Park.

TNR staff anticipates that this pavilion will be used for a wide range of community and family events. Staff recommends the following fee structure, which has been calibrated to fees charged at similar venues in the Austin area (See Issues & Opportunities):

Community Pavilion at East Metropolitan Park	\$100.00 per hour / 2 hour minimum or \$750.00 per day. \$200.00 Deposit and \$10.00 Reservation Fee Required
--	---

Staff proposes that the new fees be implemented in July 2008.

B. Athletic Field Fees

Travis County Parks has a total of 63 sport fields available for public use, which includes 32 soccer/multi-use fields and 31 baseball/softball fields. According to the County's Turf Grass Policy, actual playtime on the sport fields is calculated based upon the type of use (24 hours/week for soccer/football & 36 hours/week for baseball). The County's current fee structure results in inconsistencies in how the fields are reserved and utilized by the public.

- Under the County's current fee structure, an individual or organization can reserve every sport field in a given county park with a single \$10 reservation fee. In accordance with the County's fee structure, a user is not required to pay the field usage fee until 48 hours prior to the reservation date. Often, individuals or organizations who have fields reserved will not actually need all of the reserved fields at the time of final payment, (48 hours prior to the scheduled event) which results in not enough time for other potential users to reserve or use the fields. Thus, the fields are under utilized and the public faces a lost opportunity. A change to payment due two weeks prior to the event would allow other folks a chance to reserve the field.
- Also under the current fee structure, nonprofit sponsored youth organizations are required to pay only the \$10.00 reservation fee, but not a use fee (in accordance with State law). As noted above, this means that a nonprofit youth group can reserve every field in a park, but then use only a fraction of those fields. This, too, is a recurring situation and, again, results in some sport fields that are left unavailable and un-used during high demand periods.
- We also rely on groups having Tournaments/Special Events to pay a parking fee based on the number of teams participating in their event. This also results in inequities among different-sized user groups and it is difficult for staff to substantiate correct team numbers. What has resulted is that some user groups have been paying the additional fees and some have not.
- For general field use, the cost is \$50 per day. Under the current fee structure users get up to 16 hours of play for \$50 on Saturdays & Sundays, whereas during the week, users generally get 3 to 4 hours of play for the same \$50. This has resulted in very little field use during the week and has put a strain on our weekend field availability.

- In 2006 Commissioners' Court approved a Turf Grass Policy allowing 24 hours of sports play per soccer/multi-use field and 36 hours of play on baseball/softball field per week. Our current system of renting fields out per day makes it impossible for staff to track hours of field usage.

To alleviate these issues TNR is recommending changes to athletic field fees. Staff recommends modifying the current field usage fees, including Tournament/Special Event fees; replacing them with the following fees and request that these fees be implemented in January 1, 2009. TNR is also recommending that Tournament/Special Events be renamed Tournament/Special Events/Playoffs to more clearly define the types of use that will need to pay this fee.

Permit/Fee Type	Current Fees	Proposed Fee Structure
Basic- Athletic Field Usage*	General Public \$50.00 per field/per day Nonprofit Youth Groups No Charge	General Public \$5.00 per field / per hour Nonprofit Youth Groups No Charge
Athletic Field Reservations	\$10.00 non-refundable reservation fee per day/per park	\$5.00 non-refundable reservation fee per field/per hour
Tournaments/Special Events/Playoffs: East Metro, NE Metro, SE Metro, SW Metro	Groups (General) \$75.00 per field/per day Groups (Non-Profit Youth) \$75.00 per field/per day	\$5.00 per field / per hour maintenance surcharge
Tournaments/Special Events/Playoffs: Del Valle, Moya, Webberville	Groups (General) \$40.00 per field/per day Groups (Non-Profit Youth) \$40.00 per field/per day	\$5.00 per field / per hour maintenance surcharge
Parking Fee (Tournament) East Metro, NE Metro, SE Metro	Groups (Adults) \$25.00 per team/per day Groups (Youth) \$10.00 per team/per day	<u>Discontinue Fee</u>
Parking Fee (Tournament) Del Valle, Moya, Webberville	Groups (Adults) \$10.00 per team/per day Groups (Youth) \$5.00 per team/per day	<u>Discontinue Fee</u>

*Basic-Athletic Field Usage includes high quality irrigated sports fields that are routinely fertilized and mowed. Also included is support equipment, i.e., bases, goals, nets, scoreboard. These fees **do not** include field preparation or sport field lighting. The fees for field preparation and sports field lighting would remain unchanged.

C. Public Hearings

TNR Park staff recommends approval of the proposed fee structure for the East Metropolitan Park Community Pavilion and approval of the revised fees for athletic field reservations and usage. However, prior to Commissioners' Court adoption, TNR staff recommends that public hearings be held in order to present and discuss the proposals.

Budgetary and Fiscal Impact

Community Pavilion: Being a new facility, demand for the Community Pavilion has yet to be determined and therefore it is difficult to calculate revenue estimates. Based on our shelter rentals at other East District Parks, coupled with the proposed fee structure, we conservatively estimate yearly revenues of approximately \$30,000 based on one weekend day (\$750) x 40 weeks per year.

Athletic Field Fees: Since the opening of Northeast Metropolitan Park in 2000, demand has increased for athletic fields in Travis County. Travis County Commissioners and the citizens of Travis County responded by approving and passing park bond packages, which have resulted in additional athletic complexes at Northeast, Southeast and East Metropolitan Parks. Travis County Parks now has a total of 32 soccer/multi-use fields and 31 baseball/softball fields available for the public use.

The addition of the new metropolitan parks has drastically changed the Travis County park system. We now offer additional or enhanced services, which require a higher level of maintenance; our metropolitan park annual operational costs range from over \$600,000 to over \$1,000,000 per park. The combination of these factors has resulted in a decrease in our annual recovery rate from 61% in 1995 to 25% in 2007, system-wide.

TNR is proposing new and revised fees to relieve some of the burden on the General Fund. In FY 07 Travis County Parks collected approximately \$123,945 in athletic field usage fees. This includes reservation fees, tournament/special event fees, and parking fees. The proposed new fees are projected to generate approximately \$221,610 annually (see Attachment 1). This is approximately an 80% increase over our FY 07 revenues. The proposal includes modifying all current field usage fees, tournament/special event fees, and parking fees by replacing them with hourly reservation, usage, and maintenance fees on a per field per hour basis.

Issues and Opportunities:

Community Pavilion: In September 2003 Commissioners’ Court approved new fees for shelter/pavilions and concession stand rentals in our metropolitan parks. Fees for shelters range from \$30.00 per day for a small shelter to \$75.00 per day for an extra large shelter. These structures are open-air covered concrete slabs with electric lights and outlets.

The new Community Pavilion at East Metropolitan Park is a unique facility when compared to other park shelters and concession stands within our parks system; therefore, TNR staff recommend a fee schedule that reflects the unique character of this amenity. In searching for comparable facilities we found the following:

Facility	Capacity	Amenities	Price
Crowe’s Nest Farm	100	Farm animals, Wildlife exhibits, Hayrides, Picnic area	\$150 for 3 hrs and 30 people. \$5 per person after 30.
Fiesta Garden Clubhouse	250-500	Bandstand, Catering area, Tables and chairs	\$500 for 7 hours \$200 deposit
Zilker Park Clubhouse	150-200	Panoramic view of downtown Austin, Patio, Table and chairs	\$750 for 7 hours \$300 deposit
Commons Ford House	50-150	Kitchen, Two patios, Swimming pool,	\$750 for 7 hours \$300 deposit
East Metro Community	200	Kitchen, Large deck, Access to	Proposed

Pavilion		fishing pond, Warming tables, Ample parking, Access to other park amenities (tennis, basketball, disc golf, pool, etc.)	\$100.00 per hour / 2 hour minimum or \$750.00 per day \$200.00 deposit + \$10.00 Res. fee
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Athletic Field Fees: The proposal is projected to increase revenue and will address the aforementioned issues as follows:

- Fields will only be reserved when the hourly reservation fee is paid in full.
- Nonprofit sponsored youth organizations will be required to pay a non-refundable hourly reservation fee per field, in contrast to the current system, which allows them to pay \$10 per reservation date for an unlimited number of fields.
- Tournament/special event and parking fees will be charged per hour / per field which will alleviate the current confusion and inequities.
- By renting the fields by the hour rather than by the day, staff will be able to track field usage on a per hour basis of actual use allowing us to stay within Turf Grass Policy guidelines. This is not possible with our current fee structure as we currently charge for the fields by the day while use on the playing fields could vary from one to fifteen hours per day. This will support the County's goal of sustaining quality athletic fields.

Background:

The language in the Texas Government Code that authorizes the Commissioners Court to set Park Fees:

§ 316.001. Authority to Set and Collect Fees

Except as provided by Section 316.002, the commissioners court of a county may set and collect fees:

- (1) for the use of county recreational facilities, including facilities constructed or installed in a county park;*
- (2) for the use of recreational services provided by the county;*
- (3) for the rental or sale of recreational supplies by the county in conjunction with the provision of county recreational facilities or services; or*
- (4) for admission to a county park, if approved by a majority of the qualified voters of the county voting on the issue at a referendum election, which the commissioners court may order and hold for that purpose.*

The exception to the law reads as follows:

§ 316.002. Exceptions

This chapter does not authorize the commissioners' court to set or collect a fee:

- (1) for the use of a toilet or other restroom facility;*
- (2) for the sale of water for human consumption; or*
- (3) for the use of a team sports facility, including a baseball, football, basketball, volleyball, or soccer facility, by a sports team composed primarily of minors and sponsored and supported by a nonprofit organization.*

The exceptions regarding park fees are explicit. The County cannot charge for the use of toilets, restroom facilities, or for the sale water for human consumption. And, the County cannot charge for the use of team sport facilities, i.e., baseball, football, basketball, volleyball, or soccer, by a sport team composed primarily of minors that is sponsored and supported by a nonprofit organization. Nothing prevents the County from charging for the use of a facility if the group of minors is not sponsored by a nonprofit. Furthermore, nothing prevents the County from charging a group of adults sponsored by a nonprofit. However, there are many related services or equipment for which the County could charge a group of minors sponsored by a nonprofit; however, charging for these would result in more confusion and inequities. Therefore, sport field reservation fees for all user groups, adults and (nonprofit sponsored) youth teams, is the fairest way to charge for use of these fields.

Required Authorization:

Travis County Commissioners' Court

Attachments

Breakdown of revenue estimates for athletic field fee proposal
Comparison of fees from other government agencies

cc: Blain Keith, County Auditor's Office
Jessica Rio, Planning & Budget Office
Cynthia McDonald – Financial Services
Charles Bergh, Parks Division Director
Kurt Nielsen, Park District Manager
Dan Perry, Park District Manager
Dan Chapman, Chief Park Ranger
Isabelle Lopez, TNR – Financial Services

Attachment 1

Northeast Metropolitan Park						
	# of Fields	* Weeks of Play	**Hours per Week	Proposed Fee/Hour	*** % of Use	Projected Revenue
Soccer/Multi-use Fields (Adult)	18	35	24	\$10	25%	\$37,800
Soccer/Multi-use Fields (Youth)	18	35	24	\$5	60%	\$45,360
Baseball Fields (Adult)	1	30	36	\$10	5%	\$540
Baseball Fields (Youth)	8	30	36	\$5	70%	\$30,240
Cricket Field (Adult)	1	35	36	\$5	10%	\$630
Northeast Metropolitan Park Total						\$114,570

- * Weeks of play are based on field availability and historic use
- ** Hours per week are based on Turf Policy parameters
- *** Based on historic use

Southeast Metropolitan Park						
	# of Fields	* Weeks of Play	**Hours per Week	Proposed Fee/Hour	*** % of Use	Projected Revenue
Soccer/Multi-use Fields (Adult)	8	35	24	\$10	60%	\$40,320
Soccer/Multi-use Fields (Youth)	8	35	24	\$5	25%	\$8,400
Baseball Fields (Adult)	1	30	36	\$10	5%	\$540
Baseball Fields (Youth)	7	30	36	\$5	30%	\$11,340
Southeast Metropolitan Park Total						\$60,600

- * Weeks of play are based on field availability and historic use
- ** Hours per week are based on Turf Policy parameters
- *** Based on historic use

Attachment 1

East Metropolitan Park						
	# of Fields	* Weeks of Play	**Hours per Week	Proposed Fee/Hour	*** % of Use	Projected Revenue
Soccer/Multi-use Fields (Adult)	4	35	24	\$10	50%	\$16,800
Soccer/Multi-use Fields (Youth)	4	35	24	\$5	0%	\$0
Baseball Fields (Adult)	3	30	36	\$10	5%	\$1,620
Baseball Fields (Youth)	3	30	36	\$5	40%	\$6,480
East Metropolitan Park Total						\$24,900

* Weeks of play are based on field availability and staff estimations

** Hours per week are based on Turf Policy parameters

*** Based on staff estimations

Moya/Del Valle & Webberville Parks Park						
	# of Fields	* Weeks of Play	**Hours per Week	Proposed Fee/Hour	*** % of Use	Projected Revenue
Soccer/Multi-use Fields (Adult)	4	35	24	\$10	40%	\$13,440
Soccer/Multi-use Fields (Youth)	4	35	24	\$5	0%	\$0
Baseball Fields (Adult)	3	30	36	\$10	5%	\$1,620
Baseball Fields (Youth)	3	30	36	\$5	40%	\$6,480
Moya/Del Valle & Webberville Parks Park Total						\$21,540

* Weeks of play are based on field availability and historic use

** Hours per week are based on Turf Policy parameters

*** Based on historic use

Attachment 2

OTHER AGENCY ATHLETIC FIELD USAGE FEES

VENDOR	DEPOSIT	NON-PROFIT	GENERAL	LIGHTS	MISC.
CITY OF AUSTIN (Practice fees w/2 hr maximum)		SAME	\$15.00 w/out lights OR \$50.00 w/lights	\$25.00 per field/hr	
CITY OF AUSTIN (TOURNAMENT FEES)	\$50.00 per field (deposit refund 4-6 wks if left clean/undamaged)	SAME	1 field \$150.00 2 Butler fields (2-day wknd) \$400.00 4 Krieg fields (2-day wknd) \$900.00 5 Havins fields (2-day wknd) \$1125.00	\$25.00 per field-per hr	Score Panels \$200.00 Deposit & \$25.00 rental fee per panel per day (deposit refund 4-6 wks) Electricity/Power \$20.00 per day
DALLAS PARKS	-0-	SAME	\$15.00 (5:30-7:30pm w/lights & lining incl.) \$30.00 (7:00-8:30pm w/lights & lining incl.)		
GEORGETOWN	-0-	SAME	\$10.00 per hr \$50.00 (1/2 day 8am-12pm) \$75.00-8pm-9pm in addition to the \$50.00		
CITY OF HOUSTON	-0-	SAME	Level 1= \$12.00 per hr (6-7pm) \$20.00 per hr after 7pm Level 3=\$6.00 (6-7pm) \$10.00 per hr after 7pm		
CITY OF ROUND ROCK	-0-	\$50.00	\$60.00 Resident \$85.00 (Non-Resident)	\$18.00 per hr-youth \$50.00 per hr-general	
CITY OF ROUND ROCK (TOURNAMENT FEES)			\$100.00 per field-day \$50.00 (1/2 field-per day) \$50.00 (sm. Fields each)		Concession: \$25.00 Residents \$45.00 Non-Residents
CITY OF SAN MARCOS		\$10.00 per hr (2 hr min., 3 hr max)	\$20.00 per hr (2 hr min., 3 hr max.)	\$15.00 per hr-per field	
CITY OF SAN MARCOS (TOURNAMENT FEES)	\$100.00		\$40.00 Resident per field/day \$90.00 Non-Resident per field/day	\$15.00 per hr/field	\$10.00 ASA Sanctioning fee

Travis County Commissioners Court Agenda Request

Voting Session May 27, 2008
~~08 MAY 19 4:11 PM '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 regarding the use of \$250,000 in line item savings from TNR, Road and Bridge, to fund a Pavement Condition Survey to evaluate the condition and future needs of Travis County's roadways.

C. C. Approved by: _____
County Judge and Commissioners' Court

II. A. Backup memorandum and exhibits should be attached and submitted with the 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 -854-9317
- David Greear -854-7650
- Scott Lambert -854-7651
- Cynthia McDonald -854-4239
- Sheryl Holder -854-7676

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.)

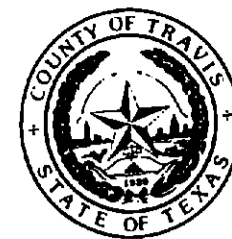
Purchasing Office (854 -9700)

- 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 MUST be submitted to the County Judge's Office no later than 5:00 p.m. on Monday for the following week's meeting. Late or incomplete requests will be deferred.



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

May 16, 2008

MEMORANDUM

TO: Members of the Commissioners Court
THROUGH: Joseph P. Gieselman, Executive Manager
FROM: Don Ward, P.E., Director, Road and Bridge Division *for Don W*
SUBJECT: Pavement Condition Survey

Proposed Motion:

Consider and take appropriate action regarding the use of \$250,000 in line item savings from TNR, Road and Bridge, to fund a Pavement Condition Survey to evaluate the condition and future needs of Travis County's roadways.

Summary and Recommendation:

Currently, TNR, Road Maintenance maintains approximately 1,200 miles of roadway within the county. The suggested pavement condition survey is a digital imaging and visual evaluation of all 1,200 miles of pavement. The survey results generate condition ratings that are used to calibrate the County's Pavement Management System. This system is used to select and prioritize roads for various pavement maintenance alternatives, such as surface treatments (chip seals), asphaltic overlays, or complete roadway reconstruction.

The management of the data collected from the pavement condition survey allows Road Maintenance to efficiently select and prioritize roads for appropriate pavement maintenance alternatives. This process also allows Road Maintenance to predict and justify future funding needs required to maintain a predetermined pavement condition index for the County. The County has previously determined that the roadway system will be maintained at a 75% Good to Fair condition.

The data collected from the survey is an integral part of the County's Pavement Management System. The Pavement Management System assumes a rate of deterioration for each road, but the system must be calibrated periodically because there are variables such as weather and traffic conditions that effect deterioration rates, which are difficult to quantify. In order to keep the system data calibrated, a new pavement condition survey should be completed every 3-4 years. The last pavement condition survey was completed in 2004.

Issues and Opportunities:

Pavement deterioration rates can be artificially estimated for up to 3-4 years, but start to become inaccurate beyond that time. This could lead to inaccurate determinations for suggested pavement maintenance alternatives, leading to inefficient use of County maintenance funds unless a new pavement condition survey is conducted for calibration.

Budgetary Issue:

Funding for the study will come from line item savings in the TNR, Road and Bridge FY08 budget.

Required authorizations:

None.

Background:

The last Pavement Condition Survey was completed in 2004 by Fugro. Travis County has historically completed this type of survey every three to five years since 1987. This Survey and previous ones have assisted TNR in maintaining the County road system to the current condition and meeting the Court mandated standard of 75% of the roads being rated Good to Fair. This survey will assist TNR in maintaining that rating and will be utilized as an integrated portion of future maintenance planning.

Exhibits:

None.

cc: Don Ward
David Greear
Cynthia McDonald

11

Travis County Commissioners Court Agenda Request

Voting Session May 27, 2008

Work Session

I. A. Request made by: Joseph P. Gieselman, TNR Executive Manager Phone # 854 -9434

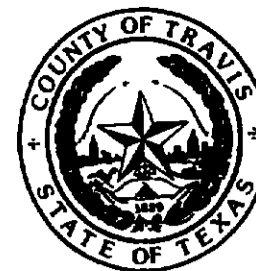
B. Requested Text:
Consider and take appropriate action on request to approve Gattis School Road Modified Interlocal Agreement between Williamson County and Travis County for improvements to Gattis School Road, in Precinct 2.

C. Approved by: Commissioner Sarah Eckhardt, Precinct 2

- 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:

- 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 budget line item
 - Grant
 - Human Resources Department (473-9165):
A change in your department's personnel (reclassifications, etc.)
 - Purchasing Office (473-9700)
Bid, Purchase Contract, Request for Proposal, Procurement
 - County Attorney's Office (473-9415)
 - Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: 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.



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) 854-4626

May 14, 2008

MEMORANDUM

TO: Members of Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Steve Manilla, P.E., TNR Public Works Director

SUBJECT: Gattis School Road Modified Interlocal Agreement between Williamson County and Travis County

Proposed Motion:

Consider and take appropriate action on request to approve Gattis School Road Modified Interlocal Agreement between Williamson County and Travis County for improvements to Gattis School Road, in Precinct 2

Summary and Staff Recommendations:

In May 2005 Travis County and Williamson County entered into a cooperation agreement to share responsibility for completing improvements to Gattis School Road which essentially straddles the County line. This roadway had experienced a large increase in traffic volumes and it was expected to increase further with the impending completion of SH 130 to which it directly connects. Generally, the original Interlocal spelled out areas of responsibility for each entity; divided the project into Section I and Section II; identified improvements to be made within each section; and, assigned cost share amounts. The proposed revisions were requested by Williamson County and include refinements of the design features within their jurisdiction and the addition of Section III, which extends the roadway improvements approximately 500' eastward.

TNR recommends approval of the Gattis School Road Modified Interlocal Agreement between Williamson County and Travis County.

The revised Interlocal has been reviewed by the County Attorneys' Office.

Budgetary and Fiscal Impact

The cost of all revisions requested by Williamson County will be borne by them. Travis County will have increased Project Management work related to the addition of the 500' long Section III, but it is not expected to be significant when included with Sections I and II which

have a total length of 7750'. Under the terms of the Agreement Williamson County shall provide Travis County with its share of the project costs after Travis County successfully bids the construction contract.

Issues and Opportunities:

Gattis School Road is one of nine east-west arterials that currently connect with SH 130 at interchanges along about nine miles of US 130 between the Williamson-Travis County line and US 290. Between 1997 and 2002 traffic volumes on Gattis School Road increased one-hundred percent from 4020 vpd to 8070 vpd. Completion of the improvements has been made especially important with the opening of Gattis School Road to SH 130 in late 2006.

Background:

The original Interlocal Agreement was entered into in early 2005 anticipating that the project would receive full funding in the November 2005 bond referendum. Travis County voters approved the bond referendum and the project has since been designed and all right-of-way has been acquired or is nearing completion of the acquisition process. Utility relocation work is currently underway and it is expected that the project will be bid this summer.

Gattis School Road between Interstate Highway 35 and State Highway 130 is designated to be a four-lane divided urban arterial in the CAMPO long-range regional transportation plan. It currently is a four-lane urban arterial from IH 35 to Williamson County Road 122/Red Bud Trail. However, it is a rural two-lane roadway from CR122/Red Bud Trail eastward through Huntington Trails/Forest Creek Estates subdivision and then a four-lane undivided arterial to SH 130. The rural two-lane section is situated approximately 50% in each County and is to be upgraded to four lanes.

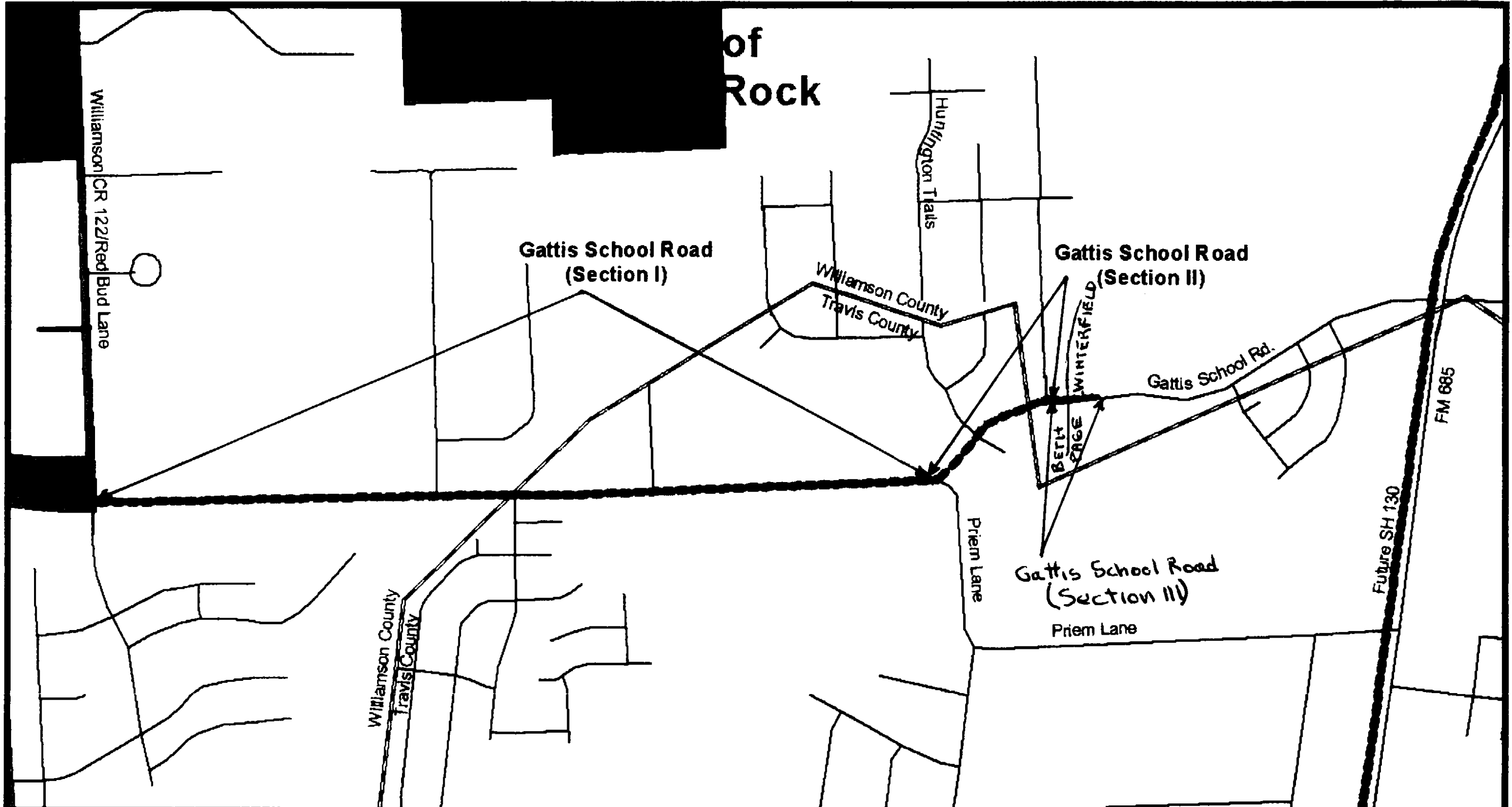
The roadway improvements will also include pedestrian and bicycle facilities and provisions for future traffic signals at key intersections when conditions warrant.

Required Authorizations:

County Attorneys Office: Assistant County Attorney Julie Joe

Exhibits: Gattis School Road Modified Interlocal Agreement between Williamson County and Travis County

CC: Roger Schuck, P.E., TNR Project Manager
Steve Sun, P.E., TNR CIP Program Manager
Cynthia McDonald, TNR Financial Services



of
Rock

Gattis School Road
(Section I)

Gattis School Road
(Section II)

Gattis School Road
(Section III)
Priem Lane

Williamson CR 122/Red Bud Lane

Huntington Trails

Williamson County
Travis County

Williamson County
Travis County

Priem Lane

Gattis School Rd.

FM 685

Future SH 130

BETH
CRAGE
WINTERFIELD



Travis County
 Professional Services Agreement for Gattis School Road Project
 RFQ # Q050082-SI
 Transportation and Natural Resources Department

Attachment 1: Project Location Map
 Gattis School Road Section I (Williamson County Road 122/Red Bud Lane to Priem Lane) and Gattis School Road Section II (Priem Lane to Eastern Boundary of Huntington Trails/Forest Creek Estates Subdivision)

June 14, 2005

**GATTIS SCHOOL ROAD
MODIFIED INTERLOCAL AGREEMENT BETWEEN
WILLIAMSON COUNTY AND TRAVIS COUNTY**

This Agreement is made and entered into by and between the County of Williamson ("Williamson County") and the County of Travis ("Travis County"), hereinafter collectively referred to as the "Parties", upon the premises and for the consideration stated herein.

WHEREAS, Gattis School Road between Interstate Highway 35 and the proposed State Highway 130 is designated as a four-lane divided urban arterial within the Capital Area Metropolitan Planning Organization Mobility 2030 Plan;

WHEREAS, Gattis School Road is currently a four-lane urban arterial from Interstate Highway 35 to Williamson County Road 122/Red Bud Trail, then a rural, two-lane roadway between Williamson County Road 122/Red Bud Trail and the eastern boundary of the Huntington Trails/Forest Creek Estates subdivision, and then a four-lane undivided urban arterial from the eastern boundary of the Huntington Trails/Forest Creek Estates subdivision to the proposed State Highway 130;

WHEREAS, traffic volumes on Gattis School Road west of Priem Lane increased 100% from 4,020 to 8,070 vehicles in the five years between 1997 and 2002 and will continue to increase as new subdivisions are platted and State Highway 130 is completed;

WHEREAS, the rural section of Gattis School Road between Williamson County Road 122/Red Bud Trail and Priem Lane is approximately half in the unincorporated area of Williamson County (3,100 LF) and half in the unincorporated area of Travis County (3,150 LF); and

WHEREAS, the Parties worked with the Huntington Trails/Forest Creek neighborhood to attain an acceptable Alternative Alignment 3B that realigns Gattis School Road to the south of its existing location between Priem Lane and the eastern boundary of the Huntington Trails/Forest Creek Estates subdivision (1,500 LF);

WHEREAS, Travis County obtained voter approval of road bonds in November 2005 and Williamson County obtained approval of road bonds in 2006;

WHEREAS, the Parties desire to proceed to design and implement a project to upgrade the existing rural section of Gattis School Road (the "Improvements");

WHEREAS, the Parties intend to conform this Agreement in all respects with the Interlocal Cooperation Act, Texas Government Code Section 791.001 et seq.; and

WHEREAS, Williamson County and Travis County executed on May 3, 2005 the Gattis School Road interlocal agreement and desire to modify said agreement;

NOW, THEREFORE, the Parties agree to modify the May 3, 2005 agreement and replace it with this Agreement as follows:

A. PROJECT SCOPE AND DEVELOPMENT

The Road Project is divided into the following sections, as shown on Exhibit "A" attached hereto and made a part thereof:

<u>Section</u>	<u>Limits and Scope</u>
Section One	<p>Williamson County Road 122 to Priem Lane (approximately 50% of Section One is in Travis County and 50% is in Williamson County)</p> <p>Subject to a preliminary engineering design study which has now been completed, upgrade existing rural section to a four-lane undivided urban arterial (widening at key intersections to a five-lane undivided section) with a 10 foot wide pedestrian and bicycle trail on the north side of the roadway and a 5 foot wide sidewalk on the south side of the roadway, all within approximately 90 feet of right of way. Provide conduit for future traffic signal installations at intersections of Gattis School Road at Links, Priem, Cheyenne Valley, and Aspen once meeting the signal warrants in the current version of the Texas Manual on Uniform Traffic Control Devices. Provide water quality and stormwater flood attenuation features as required by the appropriate Travis County regulations. No water quality or stormwater flood attenuation features are required for sections of the project that discharge within Williamson County.</p>
Section Two	<p>Priem Lane to Meadowild Cove (Approximately 50% of Section Two is in Travis County and 50% is in Williamson County)</p> <p>Consistent with Alternative Alignment 3B, shown on Exhibit "B" attached hereto and made a part hereof, re-align to the south and upgrade the existing two-lane rural section to a four-lane divided urban arterial (widening at key intersections to a five lane section) with a 10 foot wide pedestrian and bicycle trail on the north side of the roadway and a 5 foot wide sidewalk on south side of the roadway, a 6 foot high architectural stone wall on both sides, landscaped median, bus turn-out lane on the south side of the roadway, all within approximately 90 feet of right-of-way. Provide conduit for future traffic signal installations at intersection of Gattis School Road at Huntington Trail once meeting the signal warrants in the current version of the Texas Manual on Uniform Traffic Control Devices. Provide water quality and stormwater flood attenuation features as required by the appropriate Travis County regulations. No water quality or stormwater flood attenuation features are required for sections of the project that discharge within Williamson County.</p>
Section Three	<p>Meadowild Cove to Bethpage Drive (100% of Section Three is in Williamson County)</p> <p>Upgrade existing rural section to a five-lane undivided section with a 10 foot wide pedestrian trail on the north side of the roadway and a 5 foot wide sidewalk on the south side of the roadway , all within approximately 90 feet of right of way. Provide conduit for future traffic signal installation at intersection</p>

of Gattis School Road at Bethpage Drive once meeting the signal warrants in the current version of the Texas Manual on Uniform Traffic Control Devices. Provide water quality and stormwater flood attenuation features as required by the appropriate Travis County regulations. No water quality or stormwater flood attenuation features are required for sections of the project that discharge within Williamson County.

1. With regard to the development of Sections One and Two, Travis County will be responsible for and will fund:
 - a) The management, the financial accounting, the construction bidding, the administration of the design and construction contracts, utility relocation coordination, and the construction inspection;
 - b) Soliciting and managing the contracts for the necessary engineering and surveying services (the "Engineering Services") for the Project, which include, as applicable: (i) environmental studies, including any required public presentations; (ii) right of way surveying services, including centerline staking, and the production of parcel field notes, strip maps, right of way plans, and individual parcel plats; (iii) professional engineering design services, including preparation of final plans, specifications, construction cost estimates, and other supporting documentation. (iv) securing Federal, State, and local permits;
 - c) Fifty percent (50%) of the cost of engineering services, construction testing, and fees and permits (other than those permits issued by each of the Parties);
 - d) One hundred percent (100%) of the plan review and permit fees of Travis County
 - e) Fifty percent (50%) of the cost of construction, including environmental mitigation, stormwater detention and filtration, soil erosion and sedimentation control, tree replacement and landscaping, pedestrian and bicycle trail improvements, road and road-related construction, and traffic controls;
 - f) One hundred percent (100%) of the construction cost of the 6 foot high architectural stone wall in Section Two;
 - g) Within Travis County, one hundred percent (100%) of the cost of the right of way, improvements thereon, and easements, real estate negotiation and acquisition, appraisals and land plans, appraisal reviews, court costs and expert witness fees, and the administrative cost of any condemnations.

2. With regard to the development of Sections One and Two, Williamson County will be responsible for and will fund:
 - a) Fifty percent (50%) of the cost of engineering services, construction testing, and fees and permits (other than those permits issued by each of the Parties);
 - b) One hundred percent (100%) of the plan review and permit fees of Williamson County
 - c) Fifty percent (50%) of the cost of construction, including environmental mitigation, storm water detention and filtration, soil erosion and sedimentation control, tree replacement and landscaping, pedestrian and bicycle trail improvements, road and road-related construction, and traffic controls, but not including the 6 foot high architectural stone wall in Section Two;

- d) Within Williamson County, one hundred percent (100%) of the cost of the right of way, improvements thereon, and easements, real estate negotiation and acquisition, appraisals and land plans, appraisal reviews, court costs and expert witness fees, and the administrative cost of the condemnation
3. With regard to the development of Section Three, Travis County will be responsible for and will fund:
- a) the management, the financial accounting, the construction bidding, the administration of the construction contract, utility relocation coordination, and the construction inspection.
4. With regard to the development of Section Three, Williamson County will be responsible for and will fund:
- a) the management, the financial accounting, the administration of the design contract.
 - b) Soliciting and managing the contracts for the necessary engineering and surveying services (the "Engineering Services") for Section Three, which include, as applicable: (i) environmental studies, including any required public presentations; (ii) right of way surveying services, including centerline staking, and the production of parcel field notes, strip maps, right of way plans, and individual parcel plats; (iii) professional engineering design services, including preparation of final plans, specifications, construction cost estimates, and other supporting documentation; and (iv) securing Federal, State, and local permits;
 - c) One hundred percent (100%) of the cost of engineering services, construction testing, and fees and permits (other than those permits issued by each of the respective Parties)
 - d) One hundred percent (100%) of the plan review and permit fees of Williamson County
 - e) One hundred percent, 100%, of the cost of construction, soil erosion and sedimentation control, utility relocation, road and road-related construction, and traffic controls;
 - f) One hundred percent (100%) of the cost of the right of way, improvements thereon, and easements, real estate negotiation and acquisition, appraisals and land plans, appraisal reviews, court costs and expert witness fees, the administrative cost of condemnations, the 5 foot wide sidewalk, and the 10 foot wide pedestrian trail. No water quality or stormwater flood attenuation features are required for sections of the project that discharge within Williamson County.

B. PROJECT MANAGEMENT AND COORDINATION

1. Joseph P. Gieselman (or successor), the Executive Manager (the "Executive Manager") of Travis County's Transportation and Natural Resources Department ("TNR") will act on behalf of Travis County with respect to the work to be performed under this Agreement and will have complete authority to interpret and define Travis County's policies and decisions with respect to the construction of the Improvements. The Executive Manager may designate other representatives to transmit instructions and receive information.

2. Joe M. England, P.E. (or successor), (the "Williamson County Engineer") will act on behalf of Williamson County with respect to the work to be performed under this Agreement and will have complete authority to interpret and define the Williamson County policies and decisions with respect to the construction of the Improvements. The Williamson County Commissioners Court may designate other representatives to transmit instructions and receive information.

C. DESIGN ENGINEERING

1. Completion of the engineering design of Sections One and Two of the Project is the responsibility of Travis County. Completion of the engineering design of Section Three of the Project is the responsibility of Williamson County. The plans and specifications for the Project shall be in accordance with the applicable Texas Department of Transportation ("TxDOT") specifications, and meet the minimum adopted design standards of each Party for the sections of the project that fall within their respective jurisdictions. To the extent either Party requests any specifications to be made that exceeds TxDOT's specifications or the Party's minimum adopted standards, such specifications shall be made at that Party's expense.

5. Williamson County shall pay Travis County for 50% of the costs of the Engineering Services for Sections One and Two, including reimbursable expenses, litigation testimony, revisions to plans, specifications, and estimates, and/or any other Engineering costs for the Project. Williamson County shall pay 100% of the costs of the Engineering Services for Section Three.

6. Travis County shall submit the Design Engineering work-products for Sections One and Two to Williamson County at 30%, 60%, 90% design completion, and final design for its review to assure compliance with required design standards, cost-effectiveness, and sound engineering practices. Williamson County shall submit the Design Engineering work-product for Section Three to Travis County at 30%, 60%, 90% design completion, and final design for its review to assure compatibility of designs between Project Sections and to incorporate the Section Three design into the Project construction documents for bidding by Travis County.

7. Both Parties shall have rights to the engineering plans, specifications, and work projects of the Design Engineers and his subcontractors for Sections One and Two.

8. Travis County shall act as the liaison between the Design Engineer and any applicable agencies in the development of the Design Engineering for Sections One and Two. Williamson County shall act as the liaison between the Design Engineer and any applicable agencies in the development of the Design Engineering for Section Three.

10. The Parties agree to expedite the review of the submitted construction plans. The Parties will provide their comments and any corrections within ten (10) working days of the date of receipt of the plans..

D. RIGHT-OF-WAY ACQUISITION

Upon the delivery of the field notes and maps to the Parties, the Parties will expeditiously acquire the necessary right-of-way for the Project within their respective Jurisdictions on a timely

basis in order to meet the Project Schedule. The Parties agree to comply with all applicable federal and state laws, regulations, and procedures in the acquisition of the necessary right-of-way for the Project. In regards to the one parcel that is in both Williamson County and Travis County, Williamson County will obtain the entire parcel and Travis County will reimburse Williamson County for Travis County's pro rata share of the cost.

E. UTILITY RELOCATION

Travis County is responsible for coordinating the relocating of any utilities located within the right-of-way of the project in order to provide clear right-of-way for the construction of the Project on a timely basis in order to meet the Project Schedule. Costs for relocations that utility owners are not legally responsible for paying will be paid by the county whose jurisdiction the utility is located within. In the event of a delay claim arising from a utility owner's failure to timely relocate a utility, the Parties agree, to the extent allowed by law, to equally share the costs of litigating and/or settling such a claim regardless of where the facility is located. The Parties further agree to use a Change Order to pay for such claims. Travis County agrees to comply with all applicable federal and state laws, regulations, and procedures in relocating the utilities for the Project.

F. CONSTRUCTION

1. Travis County will:

(a) solicit bids for the construction of the Project based on the plans and specifications and in accordance with applicable state and local bidding laws, practices, and procedures, and enter into a firm unit-price contract with the successful bidder. All rights-of-way and easements necessary for any phase, section, or segment of the Project shall be acquired by the appropriate governing entity or a right of entry shall be obtained before the award of the construction contract.

(b) provide to Williamson County:

- (i) three (3) executed copies of all contracts affecting the Improvements;
- (ii) a monthly itemized statement of all disbursements made and debts incurred during the preceding month relating to the Construction of the Improvements with a breakdown into costs per Section, including copies of invoices, statements, vouchers, or any other evidence of payment or debt;
- (iii) executed change orders directly affecting Construction;
- (iv) a copy of any change order request involving the Construction within two (2) working days of its receipt by Travis County by delivery to Williamson County and
- (v) upon completion by Travis County's Design Engineer, Travis County will furnish Williamson County with six (6) copies of the plans and specifications of the Sections One and Two of the project it is responsible for designing sealed by Travis County's Design Engineer.

2. Williamson County will, upon completion by Williamson County's Design Engineer, furnish Travis County with six (6) copies of the plans and specifications of the Section(s) of the project it is responsible for designing sealed by Williamson County's Design Engineer.

3. All construction contracts affecting the Project shall include a payment and performance bond for the full amount of the contract and a warranty by the contractor executed in favor of and benefiting the Parties. The Parties hereto agree that the warranty shall inure to the benefit of both Parties promptly after acceptance of the construction of the Improvements by both Parties for a period of two years from the date of acceptance of the Improvements. The contractor shall post maintenance bonds or other security acceptable to both Parties to secure the warranty.

G. FINANCIAL OBLIGATIONS

1. The Parties agree to pay as their respective costs for the development of the Project and the construction of the Improvements the costs set forth above in Section A.

2. Travis County obtained voter approval in November 2005 for supplemental funding of its share of Project costs as described in this agreement and Williamson County shall use its supplemental funding for its share of the Project costs.

3. Prior to the execution by Travis County of a professional services agreement for such engineering services but no later than March 1, 2006, Williamson County shall pay to Travis County 50% of the estimated cost of the engineering services for Sections One and Two based on said professional services agreement. Prior to the execution by Travis County of a construction contract, but no earlier than October 1, 2007 and contingent upon the approval of adequate funding, Williamson County shall pay to Travis County 50% of the amount of said construction contract, construction testing, and fees, and permits for Sections One and Two and 100% of the amount for Section Three. In the event that either county lacks sufficient funds for this project, then either party has the right to proceed with all or any portion of the construction of the Project solely at its cost. Travis County shall act as Escrow Agent for the management of Williamson County's funds and shall deposit the funds in an interest-bearing account. Travis County shall invest the funds in accordance with the Public Funds Investment Act, Chapter 2256 of the Texas Government Code, and other applicable laws, or bond covenants. The interest which accrues on the escrowed funds shall be credited to Williamson County's account and may be used to pay any of the obligations of Williamson County hereunder, including the payment of approved change orders. Any funds remaining in Williamson County's escrow account upon the completion of the construction shall be returned to Williamson County. Travis County shall provide Williamson County, at least monthly, with an accounting of the deposits to and disbursements from Williamson County's escrow account. Travis County will make its records available, at reasonable request, to the Williamson County auditors, or its independent financial advisors or other professionals who provide arbitrage rebate calculations to Williamson County.

4. Travis County shall pay submitted invoices for the Construction, which have been approved as required by this Agreement.

5. The Parties will be responsible for their respective shares of any increase in costs for the engineering services, construction, or other project cost above the amounts estimated under Section G.3. Williamson County shall have the right to review and approve in advance any authorization by Travis County to increase such costs. Williamson County shall make its funds available to Travis County within 30 days of receipt of an invoice by Travis County, such invoice to be accompanied by the change order request from the construction contractor or other documentation of the basis for the cost increase. If Williamson County does not approve a cost increase, Travis County may either terminate this agreement and the project, in which case Williamson County shall remain liable for funds expended before termination, or elect to proceed with the remainder of the project without Williamson County paying its share of increased costs. If Travis County elects to proceed with the remainder of the project, Travis County may unilaterally value engineer the project so as to complete it with funds on hand and Williamson County shall remain liable for all costs under this agreement except the amount of the increase that Williamson County declined to approve.

6. The Parties will provide their respective shares for the development of the Project on a timely basis in order to meet the Project Schedule.

7. As required by law, the party or parties paying for the performance of governmental functions or services shall make payments therefore from current revenues available to the paying party.

8. The Parties agree to call down on any subdivision construction security posted for the construction of the Project, which are currently posted or which may be posted for the Project, and apply the proceeds to the construction of the Project. In addition, the Parties agree to pursue any grants or donations for the Project, to the extent such grants or donations do not interfere with the intent of the Project, and apply the proceeds to the Project.

H. INSPECTION

1. Travis County shall be responsible for inspecting, preparation of cut sheets, and testing the construction of the Improvements. Travis County shall designate a Project Manager and construction inspector to make inspections of the completed work on a daily basis. The inspector shall coordinate work on a daily basis. The Project Manager and inspector shall coordinate with the construction contractor, as reasonable and necessary, in making the daily inspections.

2. Travis County's Project Manager and shall meet with Williamson County's designated Project Coordinator, as required, to review the contractor's progress reports and invoices for Construction before approval by the Parties.

3. Any deficiencies in the Construction identified by Travis County shall be immediately reported either in person or by telephone conversation to Williamson County's Project Coordinator, and the contractor with an additional written notice to be deposited in the U.S. Mail within 24 hours of the identification of any such deficiencies. The Travis County Project Manager shall direct the contractor as to any appropriate remedial action.

J. LIABILITY

The Parties agree that, to the extent allowed by Texas law, they are respectively responsible for their own proportionate share of any liability arising out of or in connection with the activities to be undertaken pursuant to this Agreement. Williamson County shall be named as an additional insured on Travis County's Contractor's insurance coverage.

K. ACCESS TO PROJECT PROPERTY

The Parties acknowledge that it may be necessary for the Parties, and their respective employees and professional consultants to enter onto real property in the Parties respective jurisdictions to perform surveying and other professional services for the development of the Project. Therefore, the Parties agree to provide any necessary assistance, including the initiation and prosecution of legal proceedings, to secure the right of the Parties and their respective employees and consultants to enter onto such real property as is necessary in the development of the Project.

L. PROJECT SCHEDULE

To the extent possible, the Parties agree to use their best efforts to expedite the Improvements. The Parties agree to the following deadlines for project development and completion:

Commencement of Engineering Design:	March 1, 2006
Completion of Engineering Design:	May 1, 2007
Completion of Right of Way Acquisition	May 1, 2008
Completion of Utility Adjustments	March 1, 2008
Commencement of Construction	July 1, 2008
Completion of Construction	Dec 1, 2009

M. FORCE MAJEURE

In the event that the performance by any of the Parties of any of their obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an Act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act of conduct of any person or persons not a party or privy hereto, then the respective party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereto.

N. NOTICE

Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

WILLIAMSON COUNTY: Dan A. Gattis (or successor)
Williamson County Judge

710 Main Street
Georgetown, Texas 78626

COPY TO: Jana Duty (or successor)
Williamson County Attorney
405 M.L.K., Box #7
Georgetown, Texas 78626

TRAVIS COUNTY: Joseph P. Gieselman (or successor)
Executive Manager, TNR
Travis County
P.O. Box 1748
Austin, Texas 78767

COPY TO: David Escamilla (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attention: File No. _____

O. MISCELLANEOUS

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

2. This Agreement contains the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the Parties respecting the Project. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by the Parties hereto. However, any consent, waiver, approval, or authorization shall be effective, if signed by the party granting or making such consent, waiver, approval, or authorization. No official, representative, agent, or employee of Travis County or Williamson County, Texas has any authority to modify this Agreement except pursuant to such express authority as may be granted by the Commissioners Court of Travis County or Williamson County, Texas.

3. This Agreement takes effect upon the complete execution of the Agreement by the Parties and shall have an initial term of one year. This Agreement shall thereafter automatically renew from year-to-year, subject to the availability of funding.

4. This Agreement may be terminated by any party with thirty (30) days written notice for the substantial failure of the other party to perform its obligations hereunder. Also, this Agreement may be terminated with one hundred twenty (120) days written notice for any other reason.

5. The Parties hereto covenant and agree that they will execute other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

6. 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 confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

7. This Agreement shall be construed under the laws of the State of Texas. The Parties agree that any suits pursued relating to this Agreement will be filed in a district court of Travis County, Texas.

8. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns. No party may assign any rights under this Agreement without the written consent of the other party. 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, rights, or remedies under or by reason of this Agreement.

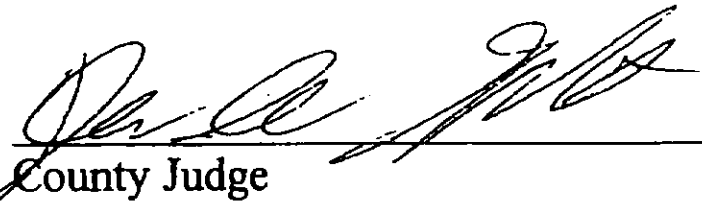
9. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

10. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either party, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

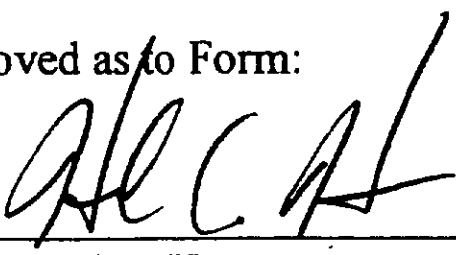
11. This Agreement may be executed simultaneously in one or several counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument. The terms of this Agreement shall become binding upon each party from and after the time that it executes a copy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

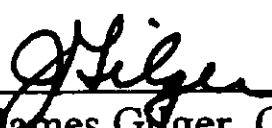
Effective as of the later date set forth below.

WILLIAMSON COUNTY, TEXAS

By: 
County Judge

Date: _____

Approved as to Form:
By: 
Hal C. Hawes
Assistant Williamson County Attorney

By: 
James Giger, CPA,
Williamson County Contract
Management Auditor

TRAVIS COUNTY, TEXAS

By: _____
County Judge

Date: _____

12

Travis County Commissioners Court Agenda Request

Voting Session: May 27, 2008
(Date)

Work Session: _____

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

B. Requested Text:
A. Approve Provider/First Responder Agreement between Austin Travis County EMS and Travis County for First Responders in County Parks

B. Authorize County Administrator of First Responder Program to Sign Application to Renew First Responder Organization Registration at Texas Department of State Health Services

C. Approved by: _____

II. A. Backup memorandum and exhibits should be attached and submitted with the 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:

- Larry Arms - A/TCEMS 978-0021
- Charles Bergh 854-9408
- Dan Chapman 263-9114
- Peter Burke 263-9114
- Chris Simons 263-9114
- Barbara Wilson 854-9415

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Management Department (854-9165)

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

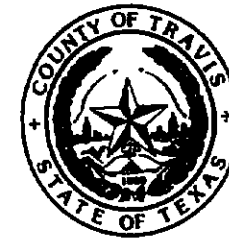
Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Policy and 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 Monday 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) 473-9383
FAX (512) 708-4648

April 14, 2008

MEMORANDUM

TO: Members of the Commissioners' Court

FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: Provider / First Responder Agreement and State Registration Renewal

Proposed Motion:

- A. Approve First Responder Agreement between Austin/Travis County EMS and Travis for First Responders in County Parks.
- B. Authorize County Administrator of First Responder Program To Sign Application To Renew First Responder Organization Registration at Texas Department of State Health Services

Summary and Staff Recommendation: Travis County's Parks, a division of the Transportation & Natural Resources Department, has been under agreement with Austin/Travis County Emergency Medical Services (A/TCEMS) to be a First Responder Organization (FRO) and is attempting to renew this agreement. Travis County would like to continue its working relationship with A/TCEMS as a member First Responder.

Travis County's park system has been registered with the Texas Department of Health (TDH) as an EMS first responder agency for more than nine years. During this time, TC Parks has worked in conjunction with the other county first responder agencies and A/TCEMS to provide patient care to injured park visitors in county parks & preserves. The attached transport agreement formalizes the relationship between TC Parks and A/TCEMS, and establishes patient care related protocols and procedures, which have been approved by the Medical Director, Dr. Racht. Also included in this agreement is a generic equipment list that the Medical Director has approved and signed to utilize, at our discretion, in support of our patient care services.

As part of this relationship, Travis County is registered as a First Responder Organization with the Texas Department of State Health Services. This registration must be renewed every two years and makes Travis County eligible for some funding that becomes available for first response organizations.

Staff recommends approving the FRO agreement and equipment list and the authorization of staff to execute the TDH registration renewal application.

Budgetary and Fiscal Impact: The park system's current budget covers the costs for providing these services.

Issues and Opportunities: This agreement will help protect visitors to Travis County parks & preserves by allowing TC Parks staff to provide first responder patient care to injured park patrons under the direction of the A/TCEMS Medical Director. Either party with written notice may cancel this agreement.

Background: There are over 1,700 providers that currently function within the scope of practice of the A/TCEMS Clinical Practice, all of whom practice under the physician license of the system's Medical Director, Dr. Racht. The A/TCEMS Clinical Practice has evolved over the years into a group of volunteers and career healthcare professionals including Communication Specialists, First Responders, Corporate Responders, Park Rangers, Firefighters, EMT's, Paramedics, and Flight Nurses. By design, this system is integrated with the Austin / Travis County Medical Society, Hospital Networks, and individual emergency and specialty physicians in the community. This provider / first responder agreement formalizes the relationship between A/TCEMS and Travis County PNR.

Required Authorizations: County Attorney

Exhibits:

- First Responder Agreement
- Equipment list

JPG:cb

4501/Park Administration

xc: Central File
Barbara Wilson, County Attorney
Larry Arms, A/TCEMS
Charles Bergh, TNR
Dan Chapman, TNR
Peter Burke, TNR
Chris Simons, TNR

**CITY OF AUSTIN, THROUGH ITS EMERGENCY
MEDICAL SERVICES DEPARTMENT
AND
TRAVIS COUNTY, THROUGH ITS FIRST RESPONDER
PROGRAM IN THE TRANSPORTATION AND NATURAL
RESOURCES DEPARTMENT - PARKS DIVISION**

**AUSTIN-TRAVIS COUNTY EMS SYSTEM
FIRST RESPONDER ORGANIZATION AGREEMENT
Effective through January 31, 2010**

City of Austin, through its Austin-Travis County Emergency Medical Services Department, an EMS provider licensed by the State of Texas (Provider), the Medical Director of the Austin-Travis County EMS system (Medical Director), and Travis County, through its First Responder Program in the Transportation and Natural Resources Department - Parks Division, a First Responder Organization (FRO), holding Licensure by the Texas Department of State Health Services (TDSHS) agree to the following:

- A. Only FRO personnel currently certified or licensed by the Texas Department of State Health Services, (or approved by the Medical Director) shall perform patient care when on the scene. All FRO personnel shall be identified by at least the following: agency affiliation, name of individual, and level of credential. System Credentialing Badges must be worn or available for display by FRO personnel providing direct patient care/procedures that require Medical Direction as defined by the Clinical Operating Guidelines (COGs).
- B. The Provider, the FRO, and the Medical Director shall work together to modify and maintain as necessary the unified patient care related protocols and procedures ("Clinical Operating Guidelines") and the minimal equipment list (included in the Clinical Operating Guidelines). FRO patient care shall be performed following the protocols and procedures approved by the Medical Director. FRO shall provide all medical equipment and supplies used in patient treatment unless provided for in other agreements.
- C. FRO shall respond according to unified system standards and protocols for EMS responses. This response will be predicated upon the type venue and availability of Credentialed Providers. Please circle the most appropriate response time parameter (s) as it relates to your FRO's mission. **A.** During normal business hours of operation. **B.** During specific planned event standby (s). **C.** On an "as called out" or "specifically requested" basis **D.** Twenty-four hours per day, seven days a week **E.** Other (attach schedule or explanation to this agreement).
- D. The FRO and Provider shall maintain a patient care reporting system that complies with a minimum data set designated by the Medical Director and listed in the COGs. A copy of the completed patient care reports shall be available to the Provider within five days of date of the incident (or immediately upon

Austin-Travis County EMS FRO Agreement (FEB 08-Jan 10)

Revised: 10/18/07

Page 1 of 1

reasonable request). The FRO and Provider shall maintain copies of all patient reports for a time period compliant with all applicable federal and state requirements.

- E. The specific level of state certification or licensure of individuals involved in patient care shall be determined by the FRO, but shall be at a minimum an Emergency Care Attendant. The level of care provided by each individual shall be determined by the system credentialing requirements approved by the Medical Director. The Medical Director has the responsibility and authority to determine the credential levels of all individuals providing care within the Austin-Travis County EMS System.
- F. The Provider, the FRO, and the Medical Director shall work together to develop, implement, and maintain the system-wide Performance Management (PM) Program. All parties agree to participate in a system-wide PM process including the execution of all necessary Memoranda of Understanding for the exchange of Health Insurance Portability and Accountability Act (HIPAA) protected information. All parties further agree to participate in the System error reporting guidelines included in the PM Program. Failure (Individually or Organizationally) to participate in the PM process may result in suspension of credentials to practice and/or FRO Agreement.
- G. The Provider, the FRO and the Medical Director shall work together to modify and maintain as necessary the unified, response-related protocols and procedures, in compliance with the currently approved dispatch system.
- H. The Provider, FRO, and Medical Director shall work together to modify and maintain unified on-scene, chain-of-command policies that affect patient care, in accordance with a national standard. Authority for medical aspects of decision-making is defined in the Clinical Operating Guidelines.
- I. The FRO shall be authorized to cancel or alter en route EMS response units, following the Clinical Operating Guidelines.
- J. Anytime FRO personnel are required to accompany the Provider in transporting the patient to the hospital they shall do so, if available.
- K. All system participants shall comply with all Health Insurance Portability and Accountability Act (HIPAA) requirements.
- L. Individual providers and their respective Organizations are responsible to report any arrests of the provider involving alcohol, drugs or a felony directly to the Medical Director or his designee on or before the first business day after the arrest is made. Failure to do so may result in immediate suspension. Reporting the event to the TDSHS or BNE is the responsibility of the individual provider and must occur in accordance to specified Rules, with the appropriate form (s) and within the prescribed timelines.

M. The parties shall not be responsible for care rendered, training, accidents, injuries, exposures or any liability exclusively involving another party's personnel, equipment, supplies, or vehicles.

N. Any party, with a 30-day prior written notice to the other parties, may cancel this agreement.

This agreement shall expire on the expiration date of the Provider's Texas Department of State Health Services EMS Provider License, which is January 31, 2010.

Travis County, through its First Responder Program in the Transportation and Natural Resources Department - Parks Division

Samuel T. Biscoe, County Judge
First Responder Organization

Date

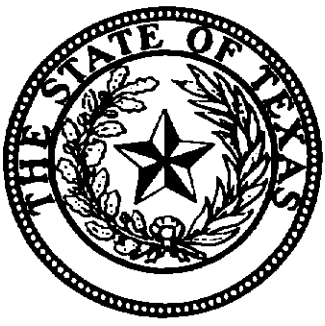
City of Austin, through its Austin-Travis County Emergency Medical Services Department

Service Director for Provider

Date

Medical Director

Date



Department of State Health Services

PERSONNEL FORM

Name of Firm: Travis County Parks & Natural Resources

City: Austin

	Social Security #	Last Name, First Name In <i>Alphabetical Order</i>	Level	Paid or Vol
1.	450-53-4889	Allbritton, Jeff	EMT-B	Paid
2.	464-11-2583	Brewster, Michael	EMT-B	Paid
3.	049-48-7042	Burke, Pete	EMT-B	Paid
4.	454-98-6905	Chapman, Dan	EMT-B	Paid
5.	641-01-4171	Chapman, Julie	EMT-B	Paid
6.	578-70-6136	Corrigan, Jim	EMT-B	Paid
7.	449-89-6883	Daniel, Jonathan	EMT-B	Paid
8	464-80-2707	Delahoussaye, Joe	EMT-B	Paid
9.	452-79-7311	Feray, Leia	Pending NREMT Testing	Paid
10.	452-81-8168	Foster, Keri	EMT-B	Paid
11.	462-85-5081	Funke, Crystal	EMT-B	Paid
12.	466-94-9699	Garcia, Ramiro	EMT-B	Paid
13.	350-46-4022	Grace, William	EMT-B	Paid
14.	459-93-7819	Hollis, Jessica	EMT-I	Paid
15.	630-03-6943	Howell, Chris	EMT-B	Paid
16.	244-90-3970	Johnson, Roger	EMT-B	Paid
17.	520-15-6057	Just, Jason	EMT-B	Paid
18.	503-17-7499	Mallon, Paul	EMT-B	Paid
19.	476-70-6608	Nielsen, Kurt	EMT-B	Paid
20.	202-46-0993	Perry, Dan	EMT-B	Paid

Name of Firm: Travis County Parks & Natural Resources

City: Austin

	Social Security #	Last Name, First Name In Alphabetical Order	Level	Paid or Vol
21.	455-98-3937	Phillips, Ron	EMT-B	Paid
22.	467-53-5362	Rawlings, Keith	EMT-B	Paid
23.	463-37-3827	Simons, Chris	EMT-B	Paid
24.	519-11-9772	Smith, Shannon	EMT-B	Paid
25.	457-90-3786	Solis, Israel	EMT-B	Paid
26.	458-51-3748	Speyrer, Tim	EMT-B	Paid
27.	385-52-6351	Tallent, Jim	EMT-B	Paid
28.	458-19-7793	Taylor, James	EMT-B	Paid
29.	458-57-0234	Tarter, Alison	EMT-B	Paid
30.	453-98-1887	Thornhill, Tanya	EMT-B	Paid
31.	451-59-5692	White, Steve	EMT-B	Paid
32.				
33.				
34.				
35.				
36.				
37.				
38.				
39.				
40.				

**HIPAA MEMORANDUM OF UNDERSTANDING
AND BUSINESS ASSOCIATE AGREEMENT**

This HIPAA Memorandum of Understanding and Business Associate Agreement (“Agreement”) is entered between

City of Austin through its Emergency Medical Services Department (“City”) (also known as the Austin-Travis County EMS Department), and

Travis County Transportation and Natural Resources Department – Parks Division (“FRO”)

(both also referred to individually as “Party” or collectively as “Parties”).

The Parties have entered into {or will enter into} a First Responder Organization Agreement, effective ~~02-01-2008~~ ^{4/2/08, TU} and the Parties acknowledge and agree that, in providing emergency medical services, will receive PHI, as defined in Section 13 below, from each other. Both Parties agree to maintain the security and confidentiality of such PHI as required by this Agreement and as each Party is individually required by all applicable laws and regulations, including but not limited to the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the regulations adopted under HIPAA.

The Parties acknowledge and agree that disclosure is permitted for any of the following reasons:

- a. the parties are sharing PHI with each other while providing emergency treatment while on the scene and until the patient has been delivered to a hospital
- b. for quality review and improvement purposes;
- c. the disclosure is pursuant to a patient’s written authorization; or
- d. the disclosure is Required by Law

Without limiting or expanding the applicability of the foregoing laws, City and FRO enter into this Agreement

1. **Permitted Use of PHI:** Each Party agrees that it shall not use and shall ensure that its directors, officers, employees, contractors, and agents, do not use PHI received from the other Party except as expressly permitted by this Agreement, or as Required by Law.

In addition each Party shall not use or disclose any PHI to engage in any marketing activities, as such term is defined in Section 164.501 of Title II, Subtitle

F. of HIPAA, 45 CFR, U.S. Code of Federal Regulations.

2. **Disclosure of PHI:**

- a. *Disclosure to Third Parties.* Each Party agrees that it shall not and shall ensure that its directors, officers, employees, contractors, and agents, do not disclose PHI received from the other Party to any other person (other than members of either Party's workforce as specified in subsection b. of this Section), unless disclosure is permitted by this Agreement or Required by Law.

To the extent that either Party discloses PHI received from the other Party to any other person, the Party must obtain the following, prior to making any disclosure:

1. Reasonable assurances from that other person that PHI will be held confidential as provided in this Agreement, and only disclosed as Required by Law or for the purposes for which it was disclosed to that other person; and
 2. An agreement from that other person to immediately notify the Party that disclosed the information of any breaches of these assurances of confidentiality, to the extent it has obtained knowledge of such breach.
- b. *Disclosure to Workforce.* A Party shall not disclose PHI received from the other Party to any member of its workforce unless that Party has advised such person of that Party's obligations under this Agreement and of the consequences for such person and for the Party of violating them. Each Party shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI received from the other Party in contravention of this Agreement.

3. **Safeguards:** Each Party shall implement all appropriate safeguards to prevent use or disclosure of PHI received from the other Party other than as required or permitted by this Agreement or as Required by Law. Each Party shall provide the other with such information concerning such safeguards as either Party may from time to time request. Upon reasonable request, each Party shall give the other Party access for inspection and copying to the Party's facilities used for the maintenance and processing of PHI received from the other Party, and to its books, records, practices, policies, and procedures concerning the use and disclosure of PHI received from the other Party, for the purpose of determining compliance with this Agreement.

4. **Accounting of Disclosures:** Each Party shall maintain a record of all disclosures of PHI received from the other Party other than disclosures that are made for the purposes of this Agreement. Each Party shall make available to the other Party the

information required for such Party to provide an accounting of disclosures in accordance with the requirements of Section 164.528 of 45 U.S. Code of Federal Regulations. The record shall include the date of disclosure, the name and, if known, the address of the recipient, a brief description of the PHI received from the other Party that was disclosed, and the purposes of the disclosures.

5. **Reporting of Disclosures of PHI Received From Other Party:** Either Party shall, within five (5) business days (Monday – Friday excluding holidays) of becoming aware of a use or disclosure of PHI received from the other Party in violation of this Agreement by its officers, directors, employees, contractors, or agents, or by any other person to which it disclosed PHI received from the other Party, report such disclosure or use in writing to the Party from which it received the PHI and describe remedial action taken or proposed to be taken with respect to such use or disclosure.
6. **Agreements With Any Other Person:** Each Party shall enter into an agreement with any agent or subcontractor that will have access to PHI that the Party has received from the other Party in which such agent or subcontractor agrees to be bound by the same restrictions, terms, and conditions that apply to the Parties with respect to PHI.
7. **Disclosure to U.S. Department of Health and Human Services:** Each Party shall make its internal practices, books, and records relating to the use and disclosures of PHI received from the other Party available to the Secretary of the United States Department of Health and Human Services, for purposes of determining compliance with HIPAA.
8. **Access by Individuals:** Each Party shall provide patients, or authorized patient representatives, with access to and/or copies of PHI received from the other Party within the time periods and in the manner required by HIPAA and by applicable state laws.
9. **Correction of PHI Received From Other Party:** Both Parties shall amend PHI received from the other Party that they maintain in accordance with HIPAA requirements.
10. **Amendment:** Upon the enactment of any law or regulation affecting the use or disclosure of PHI received from the other Party, or the publication of any decision of a court of the United States or this State relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either Party may, by written notice to the other Party, amend this Agreement in such manner as the requesting Party determines necessary to comply with such law or regulation. For the Covered Entity, notice shall be provided to the Director of EMS, City of Austin, 15 Waller Street, Austin, Texas 78702. For the Business Associate, notice shall be provided to Charles Bergh at Travis County Parks, 1010 Lavaca,

Suite 300, Austin, Texas 78701

If one of the Parties disagrees with any such amendment, it shall so notify the other Party in writing within thirty (30) days of receiving the requesting Party's notice. If the Parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate this Agreement upon written notice to the other.

11. **Breach:** Without limiting the rights of the Parties pursuant to this agreement, should either Party breach its obligations under this Agreement, the other Party may at its option:
- a. Exercise any of its rights of access and inspection under Section 3 of this Agreement;
 - b. Require the breaching Party to submit to a written plan of monitoring and reporting that the other Party determines is adequate to maintain compliance with this Agreement and provides to the other Party in compliance with the Notice provision in this Agreement; and such plan shall be a part of this Agreement; or
 - c. Terminate this Agreement, if the non-breaching Party determines that the other Party has violated a material term of the Agreement or, if termination of the relationship is not feasible, report the breach to the Secretary of the United States Department of Health and Human Services.

Remedies under this section shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other remedy.

12. **Procedure Upon Termination:** Upon termination of this Agreement, each Party shall continue to extend the protections of this Agreement to PHI received from the other Party, and limit further use of the information to those purposes that make the return or destruction of the information infeasible.

13. **Definitions for Use in this Agreement:**

- a. PHI means information that is a subset of health information, including demographic information collected from an individual, that:
 1. is created or received by a healthcare provider, health plan, employer, or healthcare clearinghouse; and
 2. relates to the past, present, or future physical or mental health or condition of an individual; the provision of healthcare to an individual; or the past, present, or future payment for the provision of healthcare to an individual; and (a) identifies the individual, or (b)

with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and

3. is transmitted by electronic media, maintained in electronic media; or transmitted or maintained in any other form or medium.
- b. Required by Law means a mandate contained in law that compels a person to make use of or disclosure of PHI and that is enforceable in a court of law. It includes court orders, and court-ordered warrants; subpoenas, or summons by a court, grand jury, a governmental or tribal inspector general, or an administrative authority to require the production of information, a civil or an authorized investigative demand, and regulations that requires production of information if payment is sought under a government program providing public benefits.

This Agreement shall become effective on ^{4/8/08 NW} ~~February 01~~, 2008 and shall remain in effect until January 31, 2010.

**CITY OF AUSTIN, through its
EMERGENCY MEDICAL SERVICES DEPT.**

By Terry Cardona _____ Date: 4/8/08
Printed Name: Terry Cardona
Title: ATCEMS HIPAA Compliance Officer

FRO NAME: Travis County Parks

By: [Signature] _____ Date: 2/28/08
Printed Name: Charles Bergh
Title: Division Director, Parks



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.
COMMISSIONER

1100 West 49th Street • Austin, Texas 78756
P.O. Box 149347 • Austin, Texas 78714-9347
1-888-963-7111 • www.dshs.state.tx.us
TTY: 1-800-735-2989

February 6, 2008

RECEIVED
FEB 08 2008
TNR

Travis County Parks & Natural Resources
Attn: Charles Bergh
PO Box 1748
Austin, Texas 78767-1748

Dear Mr. Bergh:

I am still waiting on the information requested on January 23, 2007 to complete processing your application. I still need you to submit all paperwork necessary in order to issue your firm a license.

- **Medical Director's name and signature was not indicated on application.**
- **EMS Provider Administrator's name and signature was not indicated on application.**
- **Payment of fee was missing or exemption was not indicated. Please submit \$70.00 renewal fee as soon as possible.**

Please submit the request information, so that my review can be completed and your First Responder Organization license can be issued.

If you have any questions, please do not hesitate to contact me at (512)834-6700 ext 2329.

Sincerely,

June McGuire, EMS Specialist/Investigator
DSHS - EMS Compliance and QA
Phone: (512)834-6700 Ext. 2329
Fax: (512)834-6713

Certified Mail #7000 0520 0020 8527 1014

An Equal Employment Opportunity Employer



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.
COMMISSIONER

1100 West 49th Street • Austin, Texas 78756
P.O. Box 149347 • Austin, Texas 78714-9347
1-888-963-7111 • www.dshs.state.tx.us
TTY: 1-800-735-2989

February 4, 2008

Travis Co Trans and Natural Res Dept, Parks Division, FR
Attn: Charles Bergh
PO Box 1748
Austin, Texas 78767-1748

Re: First Responder Organization Application

This notice is to inform you that the Department of State Health Services (DSHS), EMS Compliance Office in Austin has received your EMS First Responder Organization (FRO) registration application.

Your application will be reviewed and your firm will receive notification from our office that either your application will be processed or a letter indicating any deficiencies found in your application that need to be corrected prior to further process.

Please contact the office of EMS Compliance and Patient Quality Care at (512) 834-6700 should you have any questions or need additional information.

Texas Dept State Health Services
EMS Compliance and Patient Quality Care
Voice: (512) 834-6700
Fax: (512) 834-6713

An Equal Employment Opportunity Employer



TEXAS DEPARTMENT OF STATE HEALTH SERVICES
EMERGENCY MEDICAL SERVICES
FIRST RESPONDER ORGANIZATION RENEWAL APPLICATION 5/1/07

I hereby request to renew our First Responder Registration In accordance with Rule 157.14 Requirements for First Responder Organization Registration.

FRO Name: Travis County, through its First Responder Program in the Transportation and Natural Resources Department, Parks Division

Street Address: 1010 Lavaca, Suite 300, Austin, Texas 78701

Mail Address: P. O. Box 1748, Austin, Texas 78767-1748

Phone Numbers: (512) 854-PARK (7275)

Fax Number: (512) 854-6474

E-Mail: charles.bergh@co.travis.tx.us

Application Fee: Non-refundable renewal application fee of \$70 if the FRO does not claim volunteer exemption.
Make remittance payable to: Texas Department of State Health Services

Mail completed application with required fee (if applicable) and all documents to:

TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS)
ATTN: ZZ100-160 EMS
PATIENT QUALITY CARE - EMS COMPLIANCE and QA
1100 W. 49th STREET, AUSTIN, TEXAS 78756-3199

Fee Exemption requested or Total Amount Enclosed: \$ _____

I certify that none of the required items listed below have changed except where I have placed a check mark, and I have attached updates for any item that I mark as changed. Regardless of changes to the items below, I must submit an updated personnel roster, which includes paid/volunteer status and protocols with appropriate signatures, and effective and expiration dates.

- | | |
|---|---|
| <input type="checkbox"/> Administrator | <input type="checkbox"/> Level of Care |
| <input type="checkbox"/> Service Area | <input type="checkbox"/> MD Agreement |
| <input checked="" type="checkbox"/> EMS Provider(s) | <input type="checkbox"/> Medical Director Change |
| <input checked="" type="checkbox"/> FRO/Provider Agreement(s) | <input type="checkbox"/> Equipment/Supply/Medication List |

REQUIRED SIGNATURES

First Responder Administrator:

Charles Bergh
Printed Name


Signature/Date

First Responder Medical Director:

EDWARD M. CACAT
Printed Name

 04.07.08
Signature/Date

EMS Provider Administrator:

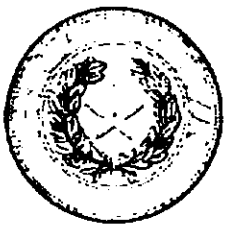
Ernesto Rodriguez
Printed Name

 1/8/08
Signature/Date

DO NOT WRITE BELOW - THIS AREA FOR TEXAS DEPARTMENT OF STATE HEALTH SERVICES USE ONLY

FRO/Tracking #	Application Received Date:	License Effective Date:	License Expiration Date:	
Fee Postmark Date:	Fee Received Date:	Fee Deposit Date:		
Amount to DSHS:\$		Application Approval Date:	Approved By:	"RECEIVED"
Receipt #:				FEB 04 2008

EMS COMPLIANCE & QA



**TEXAS DEPARTMENT OF STATE HEALTH SERVICES
EMERGENCY MEDICAL SERVICES
FIRST RESPONDER ORGANIZATION RENEWAL APPLICATION 5/1/07**

I hereby request to renew our First Responder Registration In accordance with Rule 157.14 Requirements for First Responder Organization Registration.

FRO Name: Travis County, through its First Responder Program in the Transportation and Natural Resources Department, Parks Division

Street Address: 1010 Lavaca, Suite 300, Austin, Texas 78701

Mail Address: P. O. Box 1748, Austin, Texas 78767-1748

Phone Numbers: (512) 854-PARK (7275)

Fax Number: (512) 854-6474

E-Mail: charles.bergh@co.travis.tx.us

Application Fee: Non-refundable renewal application fee of \$70 if the FRO does not claim volunteer exemption.
Make remittance payable to: Texas Department of State Health Services

Mail completed application with required fee (if applicable) and all documents to:

TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS)
ATTN: ZZ100-160 EMS
PATIENT QUALITY CARE - EMS COMPLIANCE and QA
1100 W. 49th STREET, AUSTIN, TEXAS 78756-3199

Fee Exemption requested or Total Amount Enclosed: \$ _____

I certify that none of the required items listed below have changed except where I have placed a check mark, and I have attached updates for any item that I mark as changed. Regardless of changes to the items below, I must submit an updated personnel roster, which includes paid/volunteer status and protocols with appropriate signatures, and effective and expiration dates.

- | | |
|---|---|
| <input type="checkbox"/> Administrator | <input type="checkbox"/> Level of Care |
| <input type="checkbox"/> Service Area | <input type="checkbox"/> MD Agreement |
| <input checked="" type="checkbox"/> EMS Provider(s) | <input type="checkbox"/> Medical Director Change |
| <input checked="" type="checkbox"/> FRO/Provider Agreement(s) | <input type="checkbox"/> Equipment/Supply/Medication List |

REQUIRED SIGNATURES

First Responder Administrator:

Charles Bergh
Printed Name

Signature/Date

First Responder Medical Director:

RACHT MD
Printed Name

Signature/Date

EMS Provider Administrator:

Ernesto Rodriguez
Printed Name

Signature/Date

DO NOT WRITE BELOW - THIS AREA FOR TEXAS DEPARTMENT OF STATE HEALTH SERVICES USE ONLY

FRO/Tracking # :	Application Received Date:	License Effective Date:	License Expiration Date:	:
Fee Postmark Date:	Fee Received Date:	Fee Deposit Date:		
Amount to DSHS:\$	Application Approval Date:		Approved By:	
Receipt #:				

13 ✓

Travis County Commissioners Court Agenda Request

Voting Session: 27 May 2008
(Date)

Work Session: _____

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

B. Requested Text:
Consider and take appropriate action directing staff regarding expenditure of BCCP Tax Benefit Financing funds

C. Approved by: _____
Commissioner

II. A. Backup memorandum and exhibits should be attached and submitted with the 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:

Leroy Nellis, PBO
Jessica Rio, PBO

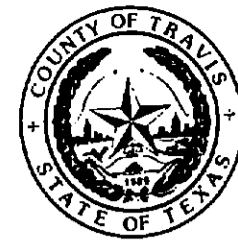
Cynthia McDonald, TNR Financial
Jon White, TNR NREQ
Rose Farmer, TNR NREQ
Kevin Connally, TNR NREQ
Jennifer Brown, TNR NREQ

RECEIVED
COUNTY JUDGE'S OFFICE
08 MAY 22 PM 4:43

III. Required Authorizations: Please check if applicable:

- Planning and Budget Office (854-9106)
- Additional or reduced funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant
- Human Resources Management 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 and 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 Monday 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) 854-4697

May 27, 2008

MEMORANDUM

TO: Members of the Commissioners Court

FROM: Joseph P. Gieselman, Executive Manager, TNR

SUBJECT: Consider and take appropriate action directing staff regarding expenditure of BCCP Tax Benefit Financing funds

Summary and Staff Recommendation

Travis County's Balcones Canyonlands Conservation Plan (or BCCP) Tax Benefit Financing program was established by Commissioners Court to secure the County's capacity to fund the long-term land acquisition and maintenance obligations of the BCCP.

For years, the primary challenge to meeting the terms and conditions of the federal permit was the County's limited capacity to purchase the needed habitat lands.

For the first several years the Tax Benefit Financing program generated modest results, and every dollar was used to fund land acquisitions. In fact, some land acquisitions were completed in phases to allow the County's budget cycle to generate enough capacity over multiple years to fund the agreed upon purchase price.

Since that time, tremendous growth and new construction facilitated by the BCCP permit have generated ever increasing revenue from this source.

Today, a different issue threatens the County's continued compliance with the federal permit. While the Tax Benefit Financing program continues to grow, and the County's total acreage within the preserve has grown more than 10-fold, the Natural Resources Program's general fund budget and staffing level have remained almost static.

Today the County's four full time Field Biologists are each individually responsible for management of about 1,270 acres of habitat. Current land acquisitions may well incorporate an

additional 1,600+ acres of land management responsibilities before the end of FY08. These newly acquired lands will place additional management responsibilities on the already over-burdened staff.

Staff believes that the Tax Benefit Financing program now generates enough returns that this funding stream is now able to cover these increased staffing needs while continuing to provide for additional land acquisitions.

Staff believes that the language establishing the Tax Benefit Financing program allows for the use of these funds to provide for system improvements related to the preserve (O&M), and that providing adequate management staff to care for and protect these lands is a crucial need that meets this requirement.

Staff is requesting direction from the Court on a policy change that would allow for the use of these funds to begin funding new staffing and management needs above the current General Funding level from this Tax Benefit Financing program source beginning with the upcoming fiscal year.

Budgetary and Fiscal Impact

Staff proposes that beginning with the upcoming fiscal year, 2.5 FTEs currently funded with “soft money” be funded out of the Tax Benefit Financing Program. These positions are today funded out of BCCP Participation Certificate revenues that are highly irregular and unreliable as a long-term funding source. This will require an annual expenditure of approximately \$160,000 from the Tax Benefit Financing funds.

In the FY09 Budget Request process, staff is also requesting that in order to meet the land management challenges associated with the County’s rapidly expanding acreage totals that three new FTEs be funded from the Tax Benefit Financing program. This need is driven by the anticipated acquisition of over 1,600 additional acres within the next six months and also by the need to address current unmet management needs. These new requested positions include one Field Biologist, one Volunteer Coordinator and one Maintenance person. Funding these three new FTEs will require a first-year expenditure of approximately \$193,000 and an ongoing annual expenditure of approximately \$145,000 from the Tax Benefit Financing program. Additional details regarding these new FTEs are included in the TNR FY09 Budget Request package.

The FY09 total expenditures from the Tax Benefit Financing program to cover these new and existing staffing needs totals approximately \$353,000 with an annual ongoing expense of \$305,000.

Issues and Opportunities

County staff is asking the Court to direct that these BCP management expenses above the current General Funding level from this Tax Benefit Financing source. Under this proposal, no increases in General Fund dollars would be requested for staffing needs in FY09.

Staff believes that these increased Preserve management staffing needs can be fully funded out of the Tax Benefit Financing program while only minimally impacting the County's ability to continue to acquire new lands for the Preserve. Though the County's Planning and Budget Office is still working to determine the amount to be transferred in FY09, the current estimate is over \$8 million in TBF program funds. This Tax Benefit Financing program amount is expected to increase for several more years. It is understood that the rate at which the Tax Benefit Financing is calculated will be reduced once the land acquisition obligations spelled out in the federal permit have been completed. The total requested in the FY09 Budget Package to cover these increased staffing needs amounts to approximately 4.4% of the FY09 Tax Benefit Financing program total. After meeting these staffing needs, the 95%+ of the Tax Benefit Financing program funds dedicated to land acquisition will total over \$7.6 million, an increase of over \$1 million (or approximately 15%) over the FY08 land acquisition budget.

While expenditures from the Tax Benefit Financing funds will reduce the total dollars available for land acquisition activities, staff believes that this dedicated funding source will also allow for better management of the current and future County preserve lands. Relying on Tax Benefit Financing program funds also clearly ties staffing needs to the habitat impacts that necessitate Program expansion.

A Balcones Canyonlands Preserve Acquisition Completion Task Group comprised of members of Travis County's Planning and Budget Office, the County Auditor's Office, TNR Natural Resources staff, the County Attorney's Office as well as other BCP Partners was convened and has been meeting regularly to develop a set of land acquisition financing recommendations to the Court and the BCCP Coordinating Committee. Multiple approaches to completing outstanding BCP land acquisition obligations are anticipated, but may include new strategies including installment payments, lease-purchase options, purchasing rights of first refusal and others in addition to continuing to leverage local funding with federal grants, purchase of conservation easements, use of tools such as life-estates and outright fee simple purchases. The Committee's funding model includes payment of both land acquisition costs and a shift to funding some BCP staffing and management costs using Tax Benefit Financing program funds. Staff anticipates that this Task Group will be briefing the Court on these issues and seeking direction before the close of the current fiscal year.

Background Information

At the time that the Tax Benefit Financing program was established by the Court, staff was directed to utilize these funds solely for land acquisition activities to meet the terms and conditions of the BCCP permit. The language establishing the program and the supporting documentation found in the "Interlocal Cooperation Agreement between Travis County and the City of Austin Implementing the BCCP Shared Vision" dated August 3, 1995, make it clear that County preserve operations and management expenses would eventually be funded out of this program.

The TBF program consists of redirected tax funds and is calculated on a formula of the annual appropriation in an amount equal to 100 percent of the operations and maintenance portion of tax revenue from new construction (the improvement value) on properties for which Participation Certificates were purchased or which are directly benefiting from the BCCP permit.

This current request seeks direction from the Court to begin funding these new staffing and management needs above the current General Funding level from this Tax Benefit Financing source beginning with the upcoming fiscal year.

JPG:rmf

xc: Leroy Nellis, PBO
Jessica Rio, PBO
Cynthia McDonald, TNR Financial
Jon White, Travis County NREQ Division Director
Rose Farmer, Travis County NREQ Natural Resources Program Manager
Kevin Connally, Travis County NREQ
Jennifer Brown, Travis County NREQ

15



Travis County Commissioners Court Agenda Request

Voting Session: May 27, 2008
(Date)

Work Session: _____
(Date)

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

B. Requested Text:

Consider and Take Appropriate Action to Approve a Memorandum of Understanding between Travis County, Casey Family Programs, and the Texas Department of Family and Protective Services for The Community and Family Reintegration Pilot Project.

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

Signature of Commissioner(s) or County Judge

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

III. Required Authorizations: Please check if applicable.

- _____ Planning and Budget Office (854-9106)
- _____ Additional funding for any department or for any purpose
- _____ Transfer of existing funds within or between any line item budget
- _____ Grant
- _____ Human Resources Department (854-9165)
- _____ A change in your department's personnel (reclassifications, etc.)
- _____ Purchasing Office (854-9700)
- _____ Bid, Purchase Contract, Request for Proposal, Procurement
- _____ County Attorney's Office (854-9415)
- _____ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
08 MAY 22 PM 4:44

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



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

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

DATE: May 20, 2008
TO: Members of the Commissioners Court
FROM: *Sherri E. Fleming*
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service
SUBJECT: Casey Family MOU

Proposed Motion:

Consider and take appropriate action to approve a memorandum of understanding between Travis County, Casey Family Programs, and the Texas Department of Family and Protective Services for The Community and Family Reintegration Pilot project.

Summary and Staff Recommendations:

Travis County Health and Human Services and Veterans Service (TCHHSVS), Casey Family Programs (CFP), and the Texas Department of Family and Protective Services (TDFPS) are signing a memorandum of understanding (MOU) regarding a pilot project to improve outcomes for children receiving mental health services from the state. One goal is to reunite youth with their parents or relatives and develop effective strategies for treating youth in a family and community setting instead of keeping them in a state facility. Another goal is to reduce the disproportionate number of African American youth in out of home care. The pilot project will serve twelve youth between the ages of five and seven who need a moderate to intensive level of care. The majority of youth served by the pilot project will be African American.

Major roles and responsibilities

- TDFPS will refer youth for the pilot project.

- TCHHSVS will conduct the eligibility screening and grant final approval for youth to enter the program. TCHHSVS will also provide Parent Liaisons for the families or caregivers of youth in the program to provide support and advocacy services and incorporate the needs of families into the pilot project's planning and implementation. TCHHSVS will also provide youth with access to services such as crisis intervention and treatment through the provider network established by the System of Care contract with Austin Travis County Mental Health and Mental Retardation.
- CFP will offer its specialized Parent Engagement and Self-Advocacy curriculum and Powerful Families and Taking Control trainings to youth and families in the program to help them advocate for improvements in the delivery of mental health services in Travis County.

TCHHSVS staff recommends approving this MOU.

Budgetary and Fiscal Impact:

No money changes hands under this MOU. Each party's financial contribution is as follows:

Casey Family Programs

CFP will provide \$5,000 for training expenses and up to \$20,400 for an evaluation of the pilot project. CFP will also provide one full-time case manager and other staff to work with TDFPS and TCHHSVS to implement the pilot and design the project evaluation.

Texas Department of Family and Protective Services

TDFPS will provide up to \$59,576 to reimburse Travis County for services provided under the System of Care contract with Austin Travis County Mental Health and Mental Retardation. (TDFPS is drafting a separate contract to allow these payments.)

Travis County Health and Human Services and Veterans Service

TCHHSVS will pay for crisis intervention and treatment needed by youth in the pilot project through the existing \$265,000 System of Care contract with Austin Travis County Mental Health and Mental Retardation. TDFPS will reimburse Travis County up to \$59,576 for these expenses. TCHHSVS will dedicate one part-time Parent Liaison and one part-time project manager as well as other staff, if needed, to help with project implementation and evaluation. TCHHSVS will also provide a work station at Palm Square for use by the case manager from CFP.

The MOU runs from March 1, 2008 through March 1, 2009.

Issues and Opportunities:

The parties to the MOU will serve on an oversight committee which will meet monthly. Staff from each organization will work together to collect and evaluate data during the pilot project that focuses on recidivism, stabilization and/or reduction of medication, school performance, caregiver's ability to manage crisis situations and access community resources, cost comparisons, and youth and caregiver's assessment of the pilot project. Staff will provide quarterly reports on pilot project activities.

Background:

The Community and Family Reintegration Pilot project builds on the referral network for children with complex mental health needs by utilizing the System of Care Wraparound service delivery model developed by Travis County to return youth in state facilities to the community with their biological family or a surrogate family.

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



casey family programs

fostering families. fostering change.

MEMORANDUM OF UNDERSTANDING

(THE COMMUNITY AND FAMILY REINTEGRATION PILOT)

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is entered into as of March 1, 2008 ("Effective Date"), by and between Casey Family Programs ("CFP"), the Texas Department of Family and Protective Services ("TDFPS"), and Travis County through the Travis County Health and Human Services and Veterans Service ("County" or "County HHS").

Preliminary Statement

A. CFP is a nationally accredited Washington nonprofit corporation, whose mission is to provide, improve and ultimately prevent the need for foster care. CFP provides services to children, youth and families, and works with child welfare and other public systems. By 2020, CFP seeks to help child welfare systems: (1) reduce the number of youth in foster care in this country by 50%, (2) reinvest savings from reduced foster care populations to strengthen the system and vulnerable families, and (3) increase the safety and self-sufficiency of youth aging out of foster care as demonstrated by improved education, employment and mental health outcomes (collectively, the "2020 Goals").

B. The mission of TDFPS is to protect children, the elderly, and people with disabilities from abuse, neglect, and exploitation by involving clients, families and communities.

C. The Travis County HHS&VS unites and coordinates local resources to maintain a system of care in Travis County. Through its Children's Partnership it meets the complex needs of children and youth with serious emotional disturbances in Travis County by creating a collaborative system of care comprised of community partners. The Children's Partnership's local partners include parents and agency representatives from child serving agencies and organizations.

D. The parties desire to work together on the terms and conditions set forth in this Agreement, in order to improve outcomes for children in state child welfare systems ("Collaboration"). Through this Collaboration, the parties will create, develop and implement the Community and Family Reintegration Pilot (as more particularly described herein, the "Pilot") pursuant to which wraparound services and advocacy training will be provided to identified youth and their caregivers in order to reunify the youth with his/her kin or birth family. The aim of the Pilot is to reduce the number of youth, especially African American youth, placed in residential treatment through TDFPS, to develop best practice strategies for stepping down youth from residential treatment to a family and community setting, and to inform and help advance achievement of the 2020 Goals.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

Agreement

1. Collaboration and Overview.

1.1 Service Recipients; Eligibility Requirements. During the Term of this Agreement, the Pilot will serve twelve (12) youth, ages 5 through 17, who are placed in a moderate to intensive level of care such as a residential treatment facility and whose families reside in Travis County and have an open stage of services with TDFPS. The child will have an Axis I Mental Health diagnosis and receive or require multi-system involvement. Prior to any services, (a) TDFPS will have authorized the youth to return to the family setting utilizing the wraparound process, and (b) the families will have agreed to the return of the youth, and to participate in a wraparound process.

1.2 Referrals; Screening. Youth will be referred to the Collaboration through TDFPS. The County HHS shall be responsible for eligibility screening and acceptance.

1.3 Available Services. Available services through the Pilot shall include the following:

1.3.1 Access to Provider Network. In addition to all other services listed herein, eligible youth and their families/caregivers shall have access to a provider network, crisis intervention, and community-based, short-term residential treatment. Intensive services will be provided for 12 to 24 months with an additional step-down and graduation period from the process. Services will be provided pursuant to and under the terms and conditions of applicable provider agreements.

1.3.2 Parent Liaison Services. The Pilot will provide families/caregivers with access to a parent liaison ("Parent Liaison"), who is a parent of a child with special needs and who has accessed the community-based social services delivery system. The Parent Liaison will provide education, support and advocacy services, and will inform the Pilot by incorporating the family voice in the Pilot's planning and implementation.

1.3.3 PESA , Powerful Families, FGC, and Taking Control Training. In addition to all other available services, identified families/caregivers and youth will be offered the CFP-sponsored Parent Engagement and Self-Advocacy ("PESA") curriculum and Powerful Families training. CFP will offer Family Group Conferencing ("FGC") and Taking Control training to eligible youth and their families/caregivers. Upon request, the County will be provided with copies of all curriculum, training materials and other information related to the trainings provided under this Agreement, and such information will be updated as changes are made to the such trainings.

1.4 Child and Family Wrap Around Team. A Child and Family Wrap Around Team, consisting of the family and other persons identified as supports, will be formed to manage the service plan for each eligible youth and his/her family.

1.5 Systems Improvement Efforts. The Collaboration's targeted Systems Improvement efforts include the following:

1.5.1 Mental Health Services. As part of, and in conjunction with, the Collaboration's efforts to achieve the 2020 Goals, the Pilot will result in a convergence of mental health service providers serving youth in the child welfare system that will be accessed as a unified network. This merging of a large group of providers offers a significant opportunity for coordinating and delivering targeted training that strengthens the providers' ability to more effectively serve youth in the child welfare system with mental health needs.

1.5.2 Medicaid Coverage. Through intense interaction and work with families/caregivers as well as the Medicaid department, the Collaboration will address the existing gap in SSI

Medicaid coverage when a youth is reunited with birth family, and the resulting effects on medication availability and continuity of care. The parties' goal is to develop effective solutions that can be reasonably spread and replicated elsewhere. In addition, through the Pilot the parties can document and address the need for the appropriate level of encounters for youth, which Medicaid currently limits to 30 per year.

1.5.3 Constituency Engagement. The Pilot will also seek to launch the first Child Welfare Birth Family Support Group in Travis County, which will, along with PESA and Powerful Families trainings, empower a group of birth families to advocate for, and provide input into systems improvement work in Travis County and at the state level. The Pilot will also be evaluated and assessed for replication.

1.6 Disproportionality. A major goal of this Collaboration is to reduce the disproportionate number of African American youth in CPS out of home care in Travis County. As African American youth are over-represented in the Travis County Child Welfare System and over-represented in residential treatment placements, the majority of the youth that have been identified to be served in the Pilot are African American. Through the wraparound model, the Pilot will also address disproportionality issues by providing access to a comprehensive array of services that are

(a) selected based on the desires of the family/caregivers; and

(b) culturally relevant.

1.7 Pilot. The Parties acknowledge that this is a pilot project and that the services provided under this Agreement will be a part of the ongoing development and implementation of the program. Target performance measures will be developed to build baseline data for future evaluations. Where language throughout the Agreement references commitments and activities by the Parties which will be determined throughout the Agreement period, all Parties may have input as to those determinations, including the need, commitment and implementation of such activities. Final determination in each case will be made by the Party providing the resource involved in the determination.

2. Oversight, Operations and Evaluation.

2.1 Collaboration Oversight Committee. The parties shall form an oversight committee ("Committee") to oversee the Collaboration and the Pilot. Initially, the Committee shall be comprised of CFP's Senior Director – Austin Field Office, TDFPS's Regional Director, and the County HHS's Executive Manager. The Committee shall meet monthly.

2.2 Child and Family Wrap Around Team. The parties will obtain and, as appropriate, incorporate the Child and Family Wrap Around Team's recommendations in the Collaboration work efforts.

2.3 Operations. The parties will all be involved in and will work together on the Pilot, but, the County HHS will hire/dedicate staff to manage the day-to-day Collaboration operations.

2.4 Data Collection, Outcome Measurement, and Evaluation. The parties will together develop an evaluation design and implement the Collaboration evaluation, including collecting relevant data for the evaluation. With data provided by, and input from, the other parties, the CFP Research staff, TDFPS Research staff and the County HHS staff will design and implement an evaluation in connection with each youth in the Pilot and the Collaboration itself, focusing on areas such as:

(a) recidivism,

(b) stabilization and/or reduction of medication,

(c) school adjustment/performance,

- (d) caregiver's ability to manage crisis situations and access community resources,
- (e) cost comparisons, and
- (f) youth and caregivers' assessment of the Pilot.

This evaluation will develop a data set by using the Texas state data system, the Travis County HHS data program, the Clinical Manager and CFP's Harmony data system. The research dataset will be considered jointly developed material under Section 9 of this Agreement, and will not be shared with any other party without written permission of the other parties.

2.5 Reports. On a quarterly basis, the parties shall jointly prepare a written report on the Pilot, and the parties' Collaboration activities, including:

- (a) progress in achieving Pilot/Collaboration objectives,
- (b) the number of youth/families served through the Pilot/Collaboration,
- (c) service outcomes,
- (d) any funds leveraged/sustainability efforts,
- (e) evaluation progress and assessment of replication potential, and
- (f) any issues that may have arisen, and lessons learned, during the quarter.

The parties will review such reports with the appropriate CFP Managing Director on a quarterly basis.

3. Contributions. Each party shall make the contributions to the Collaboration as set forth below.

3.1 CFP Contributions.

3.1.1 Funds for Collaboration Costs. Subject to the terms and conditions of this Agreement, and in addition to all in-kind contributions, CFP shall dedicate up to \$25,400 in funds to support and defray the costs of the Collaboration as follows:

- (a) \$5,000 for expenses in connection with trainings (including PESA training), and
- (b) up to \$20,400 in 2008 for expenses in connection with the evaluation of the Pilot.

3.1.2 Staff. In addition to the Collaboration oversight provided by its Committee member(s), CFP will dedicate one (1) full-time Case Manager, and other staff, as appropriate, to work with TDFPS and the County HHS to design, develop, support and implement the Pilot, including data collection, and assessment of Pilot replication; and Research staff from CFP to help design and implement the evaluation by supervising local contractors, including data collection, data analysis and report-writing.

3.1.3 Technical Assistance. CFP will, as appropriate, provide technical assistance on CFP practice tools, methodologies and frameworks or identification of other models related to permanency services, family group decision making, kinship care, transition services, youth and family outcome measurements and other areas as are necessary to the Collaboration's success.

3.1.4 Tools and Training. CFP shall share and make available its resource materials and tools with, and, where appropriate, provide training on such materials and tools, including Knowing Who You Are, Undoing Racism, and GLBTQ training.

3.1.5 Research. In addition to providing data, CFP shall provide its research expertise and resources, and lead the evaluation effort in conjunction with the other collaborators, including tracking outcomes associated with the Pilot.

3.2 TDFPS Contributions.

3.2.1 Funds for Collaboration Costs. Subject to the terms and conditions of this Agreement, and in addition to all in-kind contributions, TDFPS shall dedicate up to \$59,576 in funds to support and defray the costs of the Collaboration.

3.2.2 Staff. In addition to the Collaboration oversight provided by its Committee member(s), TDFPS will dedicate staff, as necessary and appropriate, to work with CFP and the County HHS to design, develop, support and implement the Pilot, including data collection, evaluation design and implementation, and assessment of Pilot replication.

3.2.3 Technical Assistance and Training. TDFPS shall provide consultation and technical assistance, and contribute its expertise, contacts, and data in support of the Collaboration and any potential replication of the Pilot as may be agreed to by the parties, in writing, at a future date.

3.3 County HHS Contributions.

3.3.1 Funds for Collaboration Costs. Subject to the terms and conditions of this Agreement, and applicable terms of existing agreements under which services will be provided, and in addition to all in-kind contributions, the County shall utilize existing flexible funds designated for The Children's Partnership to serve the children identified for this Pilot project. This funding will be accessed only as a payor of last resort for traditional and non-traditional supports and basic needs.

3.3.2 Staff. In addition to the Collaboration oversight provided by its Committee member(s), County HHS will dedicate one (1) part-time Parent Liaison and one (1) part-time Project Manager, and other staff, as appropriate, to work with TDFPS and CFP to design, develop, support and implement the Pilot, including data collection, evaluation design and implementation, and assessment of Pilot replication.

3.3.3 Training. The County HHS shall share and make available its resource materials and tools with, and, provide training to the CFP Case Manager regarding wraparound services.

3.3.4 Space and Equipment. The County HHS shall make available at its location a workstation for use by the case manager for Collaboration purposes.

4. Prohibited Uses. No Pilot/Collaboration funds or resources shall be used

- (a) to propagandize or otherwise attempt to influence legislation;
- (b) to influence the outcome of any public election or to carry on, directly or indirectly, any voter registration drive;
- (c) for a grant to any other organization; or
- (d) for any expense which would constitute a taxable expenditure within the meaning of Section 4945 of the Code or a prohibited transaction within the meaning of Section 4941 of the Code.

5. Term, Termination, and Renewal.

5.1 Term. This Agreement commences on the Effective Date and expires on March 1, 2009 ("Term"), unless sooner terminated as provided herein or by written agreement of the parties.

5.2 Termination. Notwithstanding the Term, any party may terminate its participation in the Pilot, the Collaboration or otherwise under this Agreement at any time during the Term by giving thirty (30) business days' written notice to the other parties stating the effective date of termination that is at least thirty (30) days after the date of the notice. Upon notice of termination, any obligation of any Party to provide funds in support of the Collaboration shall terminate and, to the extent that any Party has paid any funds to any other party in connection with the Collaboration and/or this Agreement, all such funds remaining on the date of the termination of this Agreement shall promptly be refunded to such Party.

5.3 Renewal. The parties may agree to extend the Term of this Agreement in writing signed by the parties. Any such extension/renewal shall include the new/ongoing work plans, budgets, contributions, resources and other requirements for each subsequent year.

6. Personnel. The parties acknowledge that interaction with any children, youth or families participating in the Pilot and/or the Collaboration ("Participants") requires discretion and sensitivity. Each party represents and warrants that its personnel and agents (including employees, volunteers and subcontractors) who interact with Participants shall have been screened through appropriate background checks and shall not have any history indicating that it would be potentially dangerous, harmful or otherwise inappropriate for such personnel to assume the assigned responsibilities or to interact with Participants. Evidence of such history would include conviction of having committed an offense of abuse, neglect, or exploitation or an offense against the person, an offense against the family, or an offense involving public indecency under the TEXAS PENAL CODE. Each Party agrees to have in place a written policy and/or procedures for verifying the criminal history and any current criminal indictment involving the offenses listed in this Section 6 of any personnel having direct contact with Participants. Each Party will also have a policy and/or procedures as may be required by and in accordance with the TEXAS CONTROLLED SUBSTANCES ACT. Any Party shall promptly report any suspected case of abuse, neglect or exploitation to the appropriate office(s) as required by the TEXAS FAMILY CODE, Chapter 261. All reports must be made within 24 hours of the discovery of the abuse or neglect.

7. Confidentiality. During the Term of the Agreement, the parties may share confidential information or data regarding children, youth or families relevant to the delivery of services to facilitate the Collaboration, including but not limited to names, addresses, physical and mental health data, family history and like information ("Confidential Information"). Each party warrants and agrees that, prior to sharing such Confidential Information:

- (a) it is authorized by law and/or has obtained the appropriate consent of the minor and/or his/her legal representative to share such Confidential Information; and
- (b) it will be bound and abide by the confidentiality requirements as provided by applicable statutes, rules and regulations.

The parties' obligations in this Section shall survive the Agreement's termination or expiration.

- 8. Nondiscrimination Policy.** No person shall be denied benefits or be discriminated against as a Participant on the grounds of race, color, religion, sex, disability, national origin, citizenship, sexual orientation, marital status, political affiliation or belief. In compliance with the Department of Labor, regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, no qualified disabled individual shall be discriminated against in the admission or access to, treatment or participation in any Program activity.
- 9. Ownership of Materials and License to Use.** For purposes of this Section, "Materials" means any written or otherwise documented work product created in connection with this Agreement.
 - 9.1 Independently-created Materials.** To the extent that any party hereto independently creates Materials for, or contributes Materials to, the Collaboration that are subject to copyright, that party shall hold and retain its copyright to those Materials, subject to a nonexclusive, royalty-free, worldwide and irrevocable license, which is hereby granted, to the other parties to use those materials for purposes consistent with and subject to the provisions of this Agreement.
 - 9.2 Jointly-created Materials.** To the extent that the parties hereto jointly create Materials either for use in the Collaboration or as a result of the Collaboration that are subject to copyright (e.g., research instruments, research data bases, or published reports of the results of the Collaboration), the parties shall jointly hold the copyright to those Materials. The parties agree to use those Materials for purposes consistent with, and subject to the provisions of, this Agreement. As mutually agreed by the parties, all jointly created Materials shall be designed in a manner that sufficiently incorporates "look and feel" elements to identify all parties to the Collaboration.
- 10. Database.** Data collected in connection with the Pilot/Collaboration shall be collected using the TDFPS, County HHS and CFP data systems as well as through youth and parent interviews. All collected data will be combined into a research database. Each party shall receive a copy of the database, excluding names, social security numbers and any other identifying information about any individual. The database shall be deemed to be "Jointly Developed Materials" and shall be subject to the provisions of Section 9.
- 11. Issue Resolution.** If a dispute arises from or relates to this Agreement that the Committee is unable to resolve, then the dispute shall be referred to a mutually agreeable mediator within twenty (20) days of a written request for mediation submitted by any party. Unless all of the Parties to this Agreement involved in the dispute are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless all Parties agree, in writing, to waive the confidentiality.
- 12. Right to Review.** The parties each reserve the right to review and approve in writing, prior to public dissemination or publication, all materials or information relating to this Agreement, the Pilot, the Collaboration and the services provided by the parties under the Collaboration. Materials submitted by one party to the other for review shall be deemed approved if the reviewing party fails to approve or disapprove them within five (5) business days of receipt.
- 13. Insurance and Indemnification.**
 - 13.1 Insurance.** Unless the Party is a self-insured governmental entity, each Party will provide to the other certificates of insurance that evidence the following types and amounts of coverage:
 - (a) commercial general and professional liability (if applicable) of \$1,000,000 per occurrence and \$2,000,000 aggregate;
 - (b) automobile liability of \$1,000,000 per occurrence; and

- c) property coverage in an amount necessary to cover its property to be used in support of the Collaboration.

13.2 Governmental Entity Insurance. Each Party that is a governmental entity hereby represents and warrants that it is self-insured and agrees that it shall maintain such coverage at a level sufficient to cover the needs of that Party pursuant to applicable generally accepted business standards and shall require all subcontractors to have insurance coverage sufficient to cover the needs of the Parties pursuant to applicable generally accepted business standards.

13.3 Indemnification. Each party is responsible for its own acts and omissions and those of its directors, officers, employees, representatives and agents. No party is responsible for the acts of third parties. CFP and TDFPS agree and covenant to indemnify and hold the other parties harmless against any liability, loss, claim, or attorney's fees with respect to any acts or omissions of the indemnifying party, its directors, officers, employees, representatives or agents related to the Collaboration or this Agreement. For purposes of this Section, no director, officer, employee, representative or agent of a party is an agent of the other party. The provisions of this Section shall survive the Agreement's termination or expiration.

14. General.

14.1 Independent Contractor. This Agreement shall not create the relationship of employer and employee, a partnership, or a joint venture between any or all of the parties. Each party shall determine the number of days and hours of work of its employees, representatives, agents and subcontractors. Each party shall be solely liable for the wages, employment taxes, fringe benefits, work schedules, and work conditions of its employees, representatives, agents, and subcontractors. The Parties expressly acknowledge and agree that each Party is an independent contractor and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. No employee of any Party shall be considered an employee of any other Party or gain any rights against the other Parties pursuant to that Party's personnel policies. The relationship of the Parties under this Contract is not and shall not be construed or interpreted to be a partnership, joint venture or agency. The relationship of the Parties shall be an independent contractor relationship. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Party or which shall hold itself out to be binding on the other Party.

14.2 Entire Agreement; Modification. This document contains the entire agreement of the parties regarding the subject matter described in this Agreement, and all other promises, representations, understandings, arrangements and prior agreements are merged into and superseded by this Agreement. This Agreement may only be modified by a written agreement of the parties signed by an authorized representative of each party. It is acknowledged by the Parties that only the Commissioners Court has the authority to bind the County, and that no officer, agent, employee or representative of County has any authority to change this Agreement or sign any document or make any type of agreement obligating the County unless expressly granted that authority by the Commissioners Court under a specific provision of this Agreement or by separate action by the Commissioners Court.

14.3 Third Parties. Nothing in this Agreement, express or implied, is intended to, nor shall be construed to, confer upon any person, firm, or corporation, other than the parties to this Agreement, any remedy or claim under or by reason of this Agreement as third-party beneficiaries or otherwise. The terms and conditions of this Agreement are for the sole and exclusive benefit of the parties to this Agreement.

14.4 Survival. The terms, conditions and warranties contained in Sections 4, 7, 9, 10, 12, 13 and any other provisions contained in this Agreement that by their sense and context are intended to survive the performance by the parties under this Agreement, shall survive the completion, performance, expiration or termination of the Agreement

14.5 No Interpretation Against Drafter. The terms and conditions of this Agreement were negotiated by the parties, and shall not be construed against the drafter.

14.6 Assignment. Neither party to this Agreement may assign this Agreement or any of its rights or obligations hereunder, whether by written agreement, operation of law or in any other manner whatsoever, without the other party's prior written consent, which consent shall not be unreasonably withheld.

14.7 Notices. All notices or other communications shall be in writing and delivered to the addresses below the signatures to this Agreement. Such addresses may be changed by notice to the other party in accordance with this Section.

14.8 Counterparts. Counterpart originals of this Agreement may be executed for the convenience of the parties, and each counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CASEY FAMILY PROGRAMS

By: _____
Ken Patterson
Managing Director – Field Offices

Notice Address:
Casey Family Programs
5201 East Riverside Dr.
Austin, TX 78741

Attn: Ann Stanley – Senior Director
Telephone: 512.892.5890
Facsimile: 877.219.9144
Email: astanley@casey.org

TRAVIS COUNTY THROUGH TRAVIS COUNTY HEALTH, HUMAN SERVICES AND VETERANS' SERVICES

By: _____
Samuel T. Biscoe
Travis County Judge

Notice Address:
Travis County Health and Human Services & Veterans Service
P.O. Box 1748
Austin, TX 78767

Attn: Samuel T. Biscoe – Travis County Judge

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

By: Sheila Brown
Sheila Brown
Regional Director

Notice Address:
Texas Department of Family & Protective Services
14000 Summit Drive, Ste. 100
Austin, TX 78728

Attn: Shiela Brown – Regional Director
Telephone: 512.834.3100
Facsimile: 512.339.5915
Email: Jacque.seale@dfps.tx.us

16

RESOLUTION SUPPORTING \$4.1 BILLION IN FY 2009 FORMULA FUNDING FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

WHEREAS, The Community Development Block Grant (CDBG) program was enacted, and signed into law by President Gerald Ford, as the centerpiece of the Housing and Community Development Act of 1974; and

WHEREAS, The CDBG program has as its primary objective “the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income;” and

WHEREAS, The CDBG program has considerable flexibility to allow communities to carry out activities that are tailored to their unique affordable housing and neighborhood revitalization needs; and

WHEREAS, Throughout its 34-year history, the CDBG program has been a partnership among the federal, state and local governments, business, and the nonprofit sector which carry out activities that improve the lives and neighborhoods of low and moderate income families; and

WHEREAS, TRAVIS COUNTY with CDBG funds in the amount of \$ 2,520,037 since 2006 is in the process of providing housing stock, infrastructure and public services to low income residents.

WHEREAS, The President’s FY 2009 budget proposes to reduce CDBG formula grants by nearly 20 percent; and

WHEREAS, Should such a proposal be enacted, low to moderate income neighborhoods, who need access to public infrastructure, including water and wastewater due to wells and septic tanks failing, will have to wait until additional dollars are available to address their basic life needs. Additionally, the development of and improvement to safe and decent affordable housing would be significantly slowed due to funding cuts.

NOW, THEREFORE, BE IT RESOLVED BY TRAVIS COUNTY COMMISSIONER COURT, calls on the Congress to provide a FY 2009 funding level of no less than \$4.1 billion in formula funding for CDBG.

BE IT FURTHER RESOLVED, THAT JUDGE SAM BISCOE AND THE TRAVIS COUNTY COMMISSIONERS COURT encourage all citizens to join together in expressing support for the Community Development Block Grant Program.

17

Travis County Commissioners Court Agenda Request

Voting Session: May 27, 2008
(Date)

Work Session: _____
(Date)

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

Consider and take appropriate action on the following items related to planning for and the use of Community Development Block Grant funding from the U.S. Department of Housing and Urban Development:

- A. Request to approve June 25, 2008 through July 26, 2008 as the 30- day public comment period for the public to review the drafts of the Program Year 08 Action Plan and the Substantial Amendment to the Program Year 06 Action Plan;
- B. Request to approve public hearings on July 1, 2008, and July 22, 2008, to receive comment on the drafts of the Program Year 08 Action Plan and the Substantial Amendment to the Program Year 06 Action Plan;
- C. Request to approve the advertisements announcing the public hearing dates and the 30-day public comment period to be placed in newspapers of general circulation;
- D. Request to authorize the substantial amendment of the Program Year 06 Action Plan by deleting the Social Work Expansion Services project and reprogramming the funds in the amount of \$83,659 to another project;
- E. Request to approve the potential projects for the Program Year 08 Action Plan; and
- F. Other Related Items.

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

Signature of Commissioner(s) or County Judge

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

Mary Etta Gerhardt, Assistant County Attorney
 Rodney Rhoades, PBO
 Travis Gatlin, PBO
 Susan Spataro, Travis County Auditor
 Kimberly Walton, Chief Assistant County Auditor
 Cyd Grimes, Travis County Purchasing Agent
 Joe Gieselman, Executive Manager, TNR
 Christopher Gilmore, Assistant County Attorney
 Kathleen Haas, HHSVS

Andrea Colunga Bussey, HHSVS
 Jane Prince-MacLean, HHSVS
 Lee Turner, TNR
 DeDe Bell, Auditor's Office
 Jason Walker, Purchasing
 Steven Manilla, TNR
 Christy Moffett, HHSVS
 Jessica Rios, PBO
 Cynthia McDonald, TNR

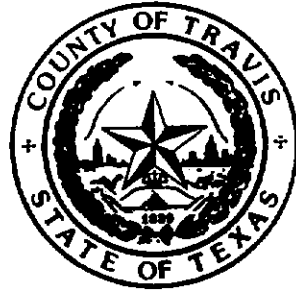
RECEIVED
 COUNTY CLERK'S OFFICE
 08 MAY 20 PM 4:39

- 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)

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.

- ___ 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.



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

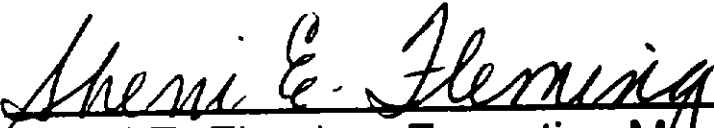
100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767

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

MEMORANDUM

Date: May 27, 2008

To: Members of the Commissioners Court

From: 
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service

Subject: Community Development Block Grant (CDBG)

Proposed Motion:

Consider and take appropriate action on the following items related to planning for and the use of Community Development Block Grant funding from the U.S. Department of Housing and Urban Development:

- A. Request to approve June 25, 2008 through July 26, 2008 as the 30- day public comment period for the public to review the drafts of the Program Year 08 Action Plan and the Substantial Amendment to the Program Year 06 Action Plan;
- B. Request to approve public hearings on July 1, 2008, and July 22, 2008, to receive comment on the drafts of the Program Year 08 Action Plan and the Substantial Amendment to the Program Year 06 Action Plan;
- C. Request to approve the advertisements announcing the public hearing dates and the 30-day public comment period to be placed in newspapers of general circulation;
- D. Request to authorize the substantial amendment of the Program Year 06 Action Plan by deleting the Social Work Expansion Services project and reprogramming the funds in the amount of \$83,659 to another project;
- E. Request to approve the potential projects for the Program Year 08 Action Plan; and
- F. Other Related Items.

Summary and Staff Recommendations:

- A. In order for Travis County to be in compliance with its Citizen Participation Plan and 24 Code of Federal Regulations (CFR) Part 91, a 30- day public comment period must be held to allow the public to comment on the proposed uses for CDBG funds. Staff recommends June 25, 2008 though July 26, 2008, for the comment period. The comment period will provide an opportunity for the public to comment on the recommended usage of CDBG funds for the Program Year (PY) 08 Action Plan and the substantial amendment to the PY06 Action Plan.
- B. In order for Travis County to be in compliance with its Citizen Participation Plan and 24 CFR Part 91, two public hearings must be held to allow the public to comment on the proposed uses for CDBG funds. The public hearing dates need to be held during the Court approved 30-day comment period. Staff recommends July 1, 2008, and July 22, 2008, for the public hearings. The hearings will provide an opportunity for the public to comment on the recommended usage of CDBG funds for the PY08 Action Plan and the substantial amendment to the PY06 Action Plan.
- C. Staff recommends the approval of the attached public notices to advertise the public hearings and the 30-day comment period. According to HUD guidelines, the notices must occur 14 days prior to the public comment period and must appear in newspapers of general circulation in the areas targeted by the grant. To meet this criteria, the following papers will be used for advertising:

Manor Messenger	North Lake Travis Log	Ahora Sí
Pflugerville Pflag	West Lake Picayune	El Mundo
Hill Country News	Oak Hill Gazette	
Lake Travis View	The Austin Chronicle	

The advertisements will be provided in Spanish in the Spanish language newspapers *Ahora Sí* and *El Mundo* and both English and Spanish in the Austin Chronicle. Only English advertisements will be provided in the remaining papers. Please see Attachment "A" and "B" for the proposed advertisements.

- D. Staff recommends the deletion of the Family Support Services Social Work Expansion program (\$83,659) from the PY2006 Action Plan and the addition of a Road Improvement Project for Lava Lane located in Precinct 4. According to HUD guidelines, a change of project is considered a "substantial amendment" to the PY06 Action Plan, and as such, must be subject to public comment as set out in the Citizen Participation Plan.

The substandard road street improvement project will improve the unaccepted section of Lava Lane to meet County roadway standards so that it can be accepted onto the County system for future maintenance and traffic safety enforcement. The improvements will provide a new durable roadway pavement structure and roadway drainage system. When completed all owners of property abutting the improved road, as well as school busses, mail service providers, and emergency service providers will have all-weather access to the properties. The improvements will also eliminate landlocked properties. Once accepted onto the County system traffic regulations can be established to help ensure the safety of motorists and pedestrians.

The project would be managed by TNR and the design, engineering, environmental and construction services would be provided by contract. If selected, the project would need additional funding in PY 2009 and PY 2010.

<i>Proposed Funding Level:</i>	For PY 2006 amendment	\$83,659
	For PY 2009	\$50,000
	For PY 2010	\$554,293

Impact: 20 households

Implementation Timeline:

PY 2008:
January 2009 – April 2009
Select consultant and negotiate design contract
May 2009 – January 2010
Complete design

PY 2009:
January 2010 – September 2010
Acquire right of way/easements

PY 2010:
January 2011- April 2011
Advertise and award construction contract
May 2011 – October 2011
Complete construction

Considerations:

- ♦ Low to moderate income property owners have an urgent need for improved access for themselves, school busses, mail service, and emergency vehicles.
- ♦ Currently children have to walk to the corner of Coulver and Lava Lane (a busy intersection) for bus service.
- ♦ The project would use most of the community development allocation in PY 2010.
- ♦ Allocating funds in this manner, allows for timely spending of funds.
- ♦ Approximately \$34,350/HH

E. Staff recommends the following projects for the PY08 Action Plan. The allocation for PY 08 is \$833,133. The required Action Plan to inform HUD on how Travis County intends to spend its allocation is due August 15, 2008. Potential Projects for PY08 were outlined at the worksession on 05/17/08. Some of the recommendations presented on 5/17/08 have changed.

A minimum of 65% (541,538) of the allocation must be spent on Community Development projects. Funds for Administration and Planning projects are capped at 20% (\$166,626) as well as Public Services at 15% (\$124,969).

Community Development (must be at least 65 % of Total Allocation)	
<p>1. Infrastructure for New Housing Development Installation of public infrastructure to include water, sewer, gas and electric lines as well as streets to support the land acquisition project funded in PY 06 & PY 07. As a designated sub-recipient, Austin Habitat for Humanity would manage these dollars. <i>Impact: Creation of 41 affordable housing units</i></p>	\$500,000
<p>2. Homeowner Rehabilitation Home repair and weatherization services to be completed by a non-profit, designated as a sub-recipient, identified through a formal application process. <i>Impact: Assist approx. 20 households</i></p>	\$106,136
Community Development total: \$606,136 (73 %)	
F. Public Services (capped at 15 % of Total Allocation)	
<p>3. Public Services, Other: Continuation of an internal Health & Human Services program through the Family Support Services Division to expand social work services. Services include case management, information and referral, increased access to youth flexible funding, and outreach. <i>Impact: Assist 100 households</i></p>	\$64,788
Public Services Total: \$64,788 (8 %)	
Administration and Planning (capped at 20 % of Total Allocation)	
<p>4. Planning: Continuation of Water/Wastewater and Other Project Planning. The project includes assessing 16 neighborhoods for future water or wastewater projects. <i>Impact: Assess 16 neighborhoods</i></p>	\$108,704
<p>5. Administration Administrative Operating Expenses. The project includes costs related to advertising, training, office supplies and the completion of an Analysis of Impediments to Fair Housing Choice.</p>	\$53,505
Administration and Planning Total \$162,209 (19 %)	
Total award by HUD: \$833,133	

Please see Attachment "C" for additional information on the recommended projects. Please see Attachment "E" for a list of other potential high priority projects.

Budgetary and Fiscal Impacts:

- A. No budget impact.
- B. No budget impact.
- C. Funds are available, within the CDBG operating budget through the General Fund, to pay for

the costs of the advertising associated with the public comment period and public hearing dates (estimated at \$3300). Addressing the substantial amendment to the PY 06 Action Plan and the draft of the PY 08 Action Plan simultaneously allows for reduced administrative costs.

- D. The substantial amendment for the PY 06 Action Plan needs to occur so that the dollars may be spent in a timely manner. The reprogramming of unused funds allows for more timely spending of dollars.
- E. In FY08, the Commissioner Court approved on-going funding for one Senior Planner and \$25,000 in operating expenses. Additionally, the Court approved a one-time reduction in HHS/VS's salary savings in the amount of \$64,903 to offset the costs for an additional Planner. The total FY08 CDBG Administration budget was \$161,184.

For FY09, staff recommend funding the operating expenses with CDBG grant funds in the amount of \$53,505, which includes a \$3,505 increase in expenses from FY08 and a once every five years cost of \$25,000 for the completion of an Analysis of Impediments to Fair Housing Choice by a consultant. For the FY09 budget process, the Department has submitted a PB4 and PB5 to receive on-going funding for the second CDBG Planner position.

If the Court approves the \$53,505 of CDBG operating expenses to be paid for by the CDBG grant and agrees to pay for the second Planner out of the General Fund, a total of \$36,064 additional dollars will be needed during the FY09 budget process to pay for the cost of the Planner. The total proposed FY09 CDBG administration budget is \$191,507. Please see Attachment "D" for additional details.

No matching funds are required for CDBG. Staff anticipates that the grant funds will be available by mid-October 2008. The contract period will be October 1st through September 30th annually. Funds may carry over from year to year with the threshold for financial management success evaluated by HUD, who conducts an analysis of each entitlement's timeliness of spending 10 months into each grant year. For Travis County, the timeliness test will occur every July. The threshold for compliance with timeliness is having no more than 1.5 times the current year's allocation unspent.

Issues and Opportunities:

- A. None
- B. None
- C. Advertising in the Austin Chronicle meets the HUD requirement for using a newspaper of general circulation. In addition, targeting the smaller city newspapers targets the unincorporated areas CDBG serves.

During previous years, public notices were published in both English and Spanish in all of the English language newspapers. During this year, we have started publishing ads in Spanish in the Spanish language newspapers *Ahora Si* and *El Mundo*. The targeted use of Spanish advertisements in select newspapers not only serves to better engage Spanish-speaking persons, but also provides a cost savings during each round of advertising.

- D. The \$83,659 from the PY2006 Family Support Services Social Work Expansion program were not spent given the difficulty of hiring staff hence the delay in starting the project. Due to the

annual cap on Public Service projects, the funds must be reprogrammed to a Community Development project.

The Court may fund any Community Development project on the high priority project list (Attachment "A") with the reprogrammed funds.

- E. Funds may carry over from year to year with the threshold for financial management success evaluated by HUD, who conducts an analysis of each entitlement's timeliness of spending 10 months into each grant year. For Travis County, the timeliness test will occur every July. The threshold for compliance with timeliness is having no more than 1.5 times the current year's allocation unspent.

CDBG staff continually assesses the spending of funds and the progress of projects to ensure timely spending. As a result, the recommendations for projects during the annual selection process may be affected based on the current spending of dollars and previous project allocations. Due the four month delay in executing the original grant agreement in October 2006 as well as implementation delays, project selection for Program Year 2008 will be key in ensuring timeliness in July 2009. Based on staff's analysis of potential timeliness issues in July of 2009, staff recommends funding projects which indicate their capacity to spend dollars consistently and efficiently. Staff anticipates that PY08 projects will need to spend approximately \$363,000 by July 2009 to ensure timeliness.

Please see Attachment "C" for considerations about each recommended project.

Background:

Under the provisions of Title 1 of the Housing and Community Development Act of 1974 (42 USC 5301), the Federal government sponsors a program that provides annual grants to cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, by expanding economic opportunities for low and moderate income persons.

Originally, Travis County was notified of an allocation estimated at \$2,449,337. The 2006-2010 Consolidated Plan was completed and approved in August of 2006 which acts as the application to HUD and outlines strategic direction for five years and the specific allocation of dollars for the first year's funding. An annual action plan is due each August 15th.

In September of 2006, HUD informed Travis County of an error in the entitlement amount. The result was a reduction of funding to the amount of \$838,659. The 2006-2010 Consolidated Plan was disallowed and had to be amended. The amended 2006-2010 Consolidated Plan was approved in December 2006.

Attachment "A"



Travis County Community Development Block Grant Program (CDBG)

Public Notice: Invitation to Comment on the drafts of Travis County CDBG Program Year 2008 Action Plan and a Substantial Amendment to the Program Year 2006 Action Plan

Travis County is eligible to receive an estimated \$833,133 from the United States Department of Housing and Urban Development (HUD) in the form of a Community Development Block Grant (CDBG). HUD awards these grants to communities to carry out a variety of community development activities aimed at revitalizing neighborhoods, improving affordable housing options, and providing improved community facilities and services. Travis County's CDBG allocation targets the unincorporated areas of the county.

In accordance with Federal Guidelines, Travis County officials and staff are requesting public comment on the drafts of two CDBG documents:

- ⇒ The Action Plan for Program Year 2008
- ⇒ the change of projects for the Program Year 2006 Action Plan

The drafts of the Action Plans are the second step following the needs identified through the public hearings held in February and March of 2008.

Comments will be accepted for 30 days beginning June 25th, 2008 at 8:00 a.m. and ending July 26th, 2008 at 5:00 p.m.

Drafts of the Plans as well as summaries of the Plans are available for review, beginning June 25th, 2008 at the Travis County website www.co.travis.tx.us or at the following locations:

South Rural Community Center:	3518 FM 973, Del Valle
Travis County Community Center:	15822 Foothills Farm Loop, Bldg D, Pflugerville
West Rural Community Center:	8656-A Hwy 71 W., Suite A, Oak Hill
Northwest Rural Community Center:	18649 FM 1431, Jonestown
East Rural Community Center:	600 W. Carrie Manor, Manor
Palm Square Community Center:	100 N. IH-35, Suite 1000, Austin
Post Road Community Center:	2201 Post Road, Suite 101, Austin

Public Hearings will be held to receive comments:

Location:

Travis County Granger Building
Commissioners Courtroom
314 W. 11th St, Austin, TX

Dates & Times:

Tuesday, July 1, 2008 at 9:00 AM
Tuesday, July 22, 2008 at 9:00 AM

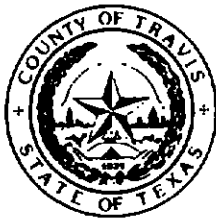
Comments may also be received in writing via mail or e-mail to:

CDBG Program, Travis County HHSVS, P.O. Box 1748, Austin, TX 78767 or
christy.moffett@co.travis.tx.us

Travis County is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request. Please call 854-3460 for assistance.

Attachment "B"

Programa del Subsidio en Bloque para el Desarrollo Comunitario (CDBG) del Condado de Travis



Aviso Público: Invitación para comentar las versiones preliminares del Plan de Acción del año 2008 y la enmienda sustancial al Plan de Acción del Año 2006

El Condado de Travis es elegible para recibir una suma estimada de \$833,133 del Departamento de Vivienda y Desarrollo Urbano de Estados Unidos (HUD, por sus siglas en inglés), en forma de un Subsidio en Bloque para el Desarrollo Comunitario (CDBG, por sus siglas en inglés). HUD otorga este tipo de subsidios a las comunidades para que éstas lleven a cabo diversas actividades de desarrollo comunitario destinadas a revitalizar comunidades, mejorar opciones de viviendas asequibles y proporcionar servicios e instalaciones comunitarias mejoradas. La asignación para el Condado de Travis está destinada a ayudar a aquellos que residen en las áreas no incorporadas del condado.

De acuerdo con los lineamientos federales, los funcionarios y el personal del Condado de Travis están solicitando al público comentarios sobre las versiones preliminares de dos documentos:

- ⇒ el Plan de Acción para el Año Programático 2008 ,
- ⇒ el cambio a los proyectos del Plan de Acción del Año Programático 2006

Las versiones preliminares de los planes son el paso a seguir después de la identificación de las necesidades hechas a través de las audiencias públicas que tuvieron lugar en febrero y marzo de 2008.

Los comentarios públicos se aceptarán por un período de 30 días a partir del 25 de junio de 2008 a las 8:00 a.m. hasta el 26 de julio de 2008 a las 5:00 p.m.

Las versiones preliminares de los planes, así como también los resúmenes de dichos planes, estarán disponibles para ser revisados, a partir del 25 de junio de 2008 en www.co.travis.tx.us o en los siguientes sitios:

Centro Comunitario Rural del Sur

3518 FM 973, Del Valle

Centro Comunitario del Condado de Travis	15822 Foothills Farm Loop, Bldg D, Pflugerville
Centro Comunitario Rural del Oeste	8656-A Hwy 71 W., Suite A, Oak Hill
Centro Comunitario Rural del Noroeste	18649 FM 1431, Jonestown
Centro Comunitario Rural del Este	600 W. Carrie Manor, Manor
Centro Comunitario de Palm Square	100 N. IH-35, Suite 1000, Austin
Centro Comunitario de Post Road	2201 Post Road, Suite 101, Austin

Se realizarán audiencias públicas para recibir comentarios:

Lugar:

Travis County Granger Building
Commissioners Courtroom
314 W. 11th St, Austin

Fecha & Hora:

martes 1^{ro} de Julio de 2008 a las 9:00 A.M.
martes 22 de Julio 2008 a las 9:00 A.M.

También se recibirán comentarios por escrito, por correo postal o correo electrónico a:

CDBG Program, Travis County HHSVS, P.O. Box 1748, Austin, TX 78767 o a
christy.moffett@co.travis.tx.us

El Condado de Travis está comprometido a cumplir con la Ley de Americanos con Discapacidades (ADA) y con la Sección 504 de la Ley de Rehabilitación de 1973, según su enmienda. Al solicitarlo se proporcionarán modificaciones razonables e igual acceso a comunicaciones. Si necesita ayuda, por favor llame al 854-3460.

Attachment "C"

PY 2008 CDBG Project Recommendations for Funding Community Development

Recommend: **Infrastructure for New Housing Development**

Project Description:

This project will allow Austin Habitat for Humanity, designated as a sub-recipient, to provide infrastructure to support the land acquisition projects funded with CDBG dollars in PY 06 and PY 07 and to further increase the affordability of the owner occupied single family home units created. Infrastructure includes streets, water, sewer, electric and gas lines.

A public hearing will be held to receive comment on the location of the land when land the is under an option agreement.

Proposed Funding Level: \$500,000
Implementation Timeline: December 2008 – July 2009
Impact: 41 Households

Considerations:

- ◆ Assists in addressing timeliness – Funds must be spent by July 2009.
- ◆ Leverages funds
- ◆ Addresses key need for affordable housing
- ◆ Supports the land acquisition projects funded in PY 06 and PY 07
- ◆ Ties a substantial amount of funds into one project and one designated sub-recipient.

Recommend: **Home Repair and Weatherization Services**

Project Description:

Home repair and weatherization services to low - and moderate - income homeowners in the unincorporated areas of Travis County. Services would be provided by a designated sub-recipient identified through a formal application process in which the non-profit will demonstrate the ability to adhere to federal guidelines.

Proposed Funding Level: \$106,136
Impact: 20 Households
Implementation Timeline: Application Process November 2008 – February 2009
 Services Provided March 2009 – September 2009

Considerations:

- ◆ May affect timeliness due to new projects taking more time to implement
- ◆ May leverage funds
- ◆ Addresses key need mentioned all three years in the public hearing process
- ◆ Increases administrative burden due to environmental clearance needed for each house
- ◆ Does not address the Housing Services Division current waiting list. Out of the 107 households on the waiting list for home repair and weatherization, 28 are outside the City of Austin city limits. It is unknown at this time out of the 28 households, which are located in the unincorporated areas.
- ◆ Expansion of services to assist in providing greater access to home repair and weatherization services to the unincorporated areas.
- ◆ Using Housing Services Division to provide services will increase general fund support due to requesting a carpenter team.

- ♦ Using a non-profit, allows Housing Services Division to assist the CDBG Office with the monitoring of the sub-recipient without any increase in staff.

PY 2008 CDBG Project Recommendations for Funding **Public Services**

Recommend: ***Continuation of FSS Social Work Services Expansion Project***

Project Description:

This program is an internal Travis County Health and Human Services & Veterans Service expansion of existing services. The program will allow the continuation of PY 07 expansion of social work services by one social worker, increasing capacity to provide case management, information and referral, non-clinical counseling, crisis intervention and outreach in the unincorporated areas. The social worker is officed at the Community Center in Del Valle. The social worker will provide services in the community, focusing services in precincts 1 and 4.

Proposed Funding Level: \$64,788

Implementation Timeline: April 2009 – March 2010

Impact: 100 HH

Considerations:

- ♦ Assists in addressing timeliness via consistent monthly expenditures.
- ♦ Leverages funds used when clients access Best Single Source and YFAC Flex Funds.
- ♦ Addresses key need for social services and reduces transportation barriers due to home visit service model.
- ♦ Provides information through client assessment, which will be able to help identify additional needs in the unincorporated areas, and can assist with future funding decisions with social service contract investments.

PY 2008 CDBG Project Recommendations for Funding **Administration and Planning**

Recommend: ***Continuation of Water/Wastewater and Other Project Planning Project***

Project Description:

The Travis County CDBG program utilizes a Senior Engineer position to function as Project Manager over two active CDBG-funded street and water supply improvement projects that will extend beyond October 1, 2008. The Senior Engineer will assess and provide a report for potential water and wastewater projects to be considered in the future by the Travis County Commissioners Court.

The Sr. Engineer position works with the Administrative Staff to evaluate and develop public works projects for the CDBG program. Specific duties include:

- ♦ Assist in identifying projects (technical advisor)
- ♦ Conduct feasibility studies and analysis of potential projects
- ♦ Determine selection criteria for prioritizing projects
- ♦ Determine scope of projects
- ♦ Develop project schedules and cost estimates, and budgets

- ◆ Prepare preliminary designs
- ◆ Develop construction specifications
- ◆ Negotiate cost and bid items with contractors
- ◆ Serve as project manager (including preparing related agenda packets, monitoring and inspecting work in progress, review testing results, approve change orders, etc.)

Areas for water/wastewater assessment include:

FM 1625 Area
Plainview Estates
Littig
Bluebonnet/Volker Lane
Rodriguez Road

Mountain View Estates
FM 969 & FM 973 area
Kennedy Ridge
Mt. Chalet
Imperial Valley

Manchaca Area
Northridge Acres
Apache Shores
Deer Creek Ranch
Plover Place

Proposed Funding Level: \$108,704
Implementation Timeline: April 2009 – March 2010
Impact: 16 neighborhoods

Considerations:

- ◆ Assists in addressing timeliness via consistent monthly expenditures
- ◆ Reduces burden on existing TNR staff
- ◆ Increases cost effectiveness by using a staff person rather than a consultant for the planning phase
- ◆ Provides the Court objective and organized information to determine possible next steps after release of the Water/Wastewater findings
- ◆ Assists in the development of opportunities to leverage funds with public and private dollars to complete work

Recommend: Administrative Operating Expenses

Project Description:

These dollars pay for the operating expenses associated with the grant including office supplies, training, contracted services, interpreting, membership and other business related expenses. This dollar amount includes \$25,000 for a consultant to complete an Analysis of Impediments to Fair Housing Choice. This assessment is in preparation for the next Consolidated Planning process and will allow the development of a plan to address issues identified.

Proposed Funding Level: \$53,505
Implementation Timeline: October 2008 – September 2009
Impact: N/A

Considerations:

- ◆ Assists in addressing timeliness via consistent monthly expenditures
- ◆ Allows the grant to begin to support some of the costs related to the grant
- ◆ Leverages \$138,002 in the general fund dollars to support personnel costs

Attachment "D"

**SUMMARY OF PROPOSED GRANT AND GENERAL FUND HHS
CDBG ADMINISTRATION BUDGET WITH COMPARISON TO FY
08 ADOPTED GENERAL FUND**

PROPOSED CDBG HHS ADMIN BUDGET	
FY 08 General Fund	\$ 161,184
FY 08 COLA/PBP	\$ 5,657
Less Target Reduction	\$ (64,903)
Subtotal FY 09 GF Target	\$ 101,938
Proposed Admin in CDBG Grant	\$ 53,505
Pending FY 09 GF Request for 2nd CDBG Planner (Cost offset by Operating Budget in GF)	\$ 36,064
FY 09 and PY 08 Proposed Total HHS CDBG ADMIN BUDGET	\$ 191,507

Summary of Changes Between Proposed CDBG for FY 09 and PY 08 Compared to FY 08 General Fund Adopted Budget	
Proposed Total Budget General Fund and CDBG Grant	\$ 191,507
FY 08 General Fund CDBG	\$ 161,184
Difference	\$ 30,323

Detail of Differences	
Increased admin costs compared to FY 08	\$ 3,505
Contracted Services Analysis of Housing Issues (One-time)	\$ 25,000
Salary Changes for 1st Planner	\$ 5,657
Lower Salary for CDBG 2nd Planner	\$ (3,839)
Total	\$ 30,323

Attachment E
High Priority Projects identified by the Public in 2006, 2007, 2008

Type of Projects	Project/ Need Details	Area	Precinct	Year Presented	Recurring	CDBG Eligible	Feasibility	Impact	Low-Mod Benefit	Leverage funds	Phased	Timeframe for Project	Estimated Cost	Notes	Status
Water/Sewer Improvements	Lack of public water infrastructure. Water is being purchased (trucked in) by residents.	FM 1625 area	4	2008	First Year	Yes	N	U	U	U	N	U	U	• Add to the Water/Wasterwater planning project	Planning Needed
Infrastructure to support Affordable Housing	Installation of public infrastructure for the construction of affordable housing	Unincorporated areas	TBD	2008	First Year	Yes	Y	41 HH	Y	Y	Y	Dec 08 - Jul 09	Total = \$1,061,686 CDBG = \$500,000	consideration for funding	Candidate for Funding
Water/Sewer Improvements	Lack of water lines to provide drinking water and fire hydrants.	Mountain View	3	2008	First Year	Yes	N	41 people	U	\$20,000 from Vlado Ruzickca	N	U	U	• Add to the Water/Wasterwater planning project	Planning Needed
Water/Sewer Improvements	Lack of public water and sewer infrastructure.	Manchaca	3 or 4	2008	First Year	Yes	N	U	U	U	N	U	U	• Add to the Water/Wasterwater planning project if contact is identified • Mentioned briefly in a meeting, no contact information provided	Planning Needed
Water/Sewer Improvements	Lack of water connection from the house to the water public line.	Plainview Estates	1	2008	Recurring	Yes	N	40 HH	Y	U	N	U	U	Add to the water/wastewater planning project	Planning Needed
Water/Sewer Improvements	Sewer infrastructure needed	Plainview Estates	1	2008	Recurring	Yes	N	41 HH	Y	U	N	U	U	• Add to the Water/Wasterwater planning project	Planning Needed
Water/Sewer Improvements	Water/Wastewater Infrastructure needed for residents and a new church at N 973/N 969 to Loyola and Decker Lake Road	FM 969 and FM 973 area	1	2007	First Year	Yes	N	U	U	U	N	U	U	• Add to the Water/Wasterwater planning project	Planning Needed
Water/Sewer Improvements	Wastewater infrastructure need or septic tank repair	Northridge Acres	2	2008	yes	Yes	N	58 HH	Y	U	N	U	U	• Add to the Water/Wasterwater planning project	Planning Needed

Attachment E

High Priority Projects identified by the Public in 2006, 2007, 2008

Type of Projects	Project/ Need Details	Area	Precinct	Year Presented	Recurring	CDBG Eligible	Feasibility	Impact	Low-Mod Benefit	Leverage funds	Phased	Timeframe for Project	Estimated Cost	Notes	Status
Water/Sewer Improvements	8" water main and wastewater system - Littig	Littig	1	2007	Recurring	Yes	N	U	U	U	N	u	u	• Add to the Water/Wasterwater planning project	Planning Needed
Water/Sewer Improvements	Expand Kennedy Ridge water/wastewater system and grinder pumps	Kennedy Ridge	1	2007	Recurring	Yes	N	U	U	U	N	u	u	• Add to the Water/Wasterwater planning project	Planning Needed
Water/Sewer Improvements	Fire Hydrants - Manville Water will provide pipe – Bluebonnet/Volker Lane Association	Bluebonnet Volker Lane	1	2007	Recurring	Yes	N	U	U	U	N	u	u	• Add to the Water/Wasterwater planning project	Planning Needed
Water/Sewer Improvements	Water/wastewater Infrastructure in Apache Shores	Apache Shores	3	2007	yes	Yes	N	U	Y	U	N	U	U	• Add to the Water/Wasterwater planning project	Planning Needed
Water/Sewer Improvements	Mt. Chalet	Mt. Chalet	3	2007	First Year	Yes	N	U	U	U	N	U	U	• Add to the Water/Wasterwater planning project	Planning Needed
Water/Sewer Improvements	Assist water supply corporations to become compliant with TCEQ	Unincorporated areas	G	2007	Recurring	Yes	N	U	U	U	N	U	U	• No specific request made	Planning Needed
Water/Sewer Improvements	Line replacement (water) 6" for fire hydrants (safety) - Deer Creek Ranch	Deer Creek Ranch	3	2007	Recurring	Yes	N	U	U	U	N	U	U	• Add to the Water/Wasterwater planning project	Planning Needed

Attachment E

High Priority Projects identified by the Public in 2006, 2007, 2008

Type of Projects	Project/ Need Details	Area	Precinct	Year Presented	Recurring	CDBG Eligible	Feasibility	Impact	Low-Mod Benefit	Leverage funds	Phased	Timeframe for Project	Estimated Cost	Notes	Status
Water/Sewer Improvements	Need for water/meter hook-up for houses along Rodriguez Rd	Rodriguez Rd	4	2007	Recurring	Yes	N	U	Y	U	N	U	U	• Add to the Water/Wasterwater planning project	Planning Needed
Water/Sewer Improvements	Install/Repair/Replace Septic Tank	Unincorporated	G	2007	Recurring	Yes	N	U	Y	U	N	U	U	Assessment, Planning and Development Needed	Planning Needed
Water/Sewer Improvements	Fire Hydrants (1 per every 3 houses) - Littig	Littig	1	2007	Recurring	Yes	N	U	U	U	N	U	U	• Add to the Water/Wasterwater planning project	Planning Needed
Water/Sewer Improvements	Fire Hydrants	Bluebonnet Volker Lane	1	2006	First Year	Yes	N	U	U	U	N			• Add to the Water/Wasterwater planning project	Planning Needed
Water/Sewer Improvements	Wastewater infrastructure need or septic tank repair	Imperial Valley	1	2008	First Year	Yes	N	U	U	U	N	u	u	• Add to the Water/Wasterwater planning project	Planning Needed
Water/Sewer Improvements	Line replacement (water) 6" for fire hydrants	Deer Creek Ranch	3	2006	First Year	Yes	N	U	U	U	N	u	u	• Add to the Water/Wasterwater planning project	Planning Needed
Water/Sewer Improvements	Install/Repair/Replace Septic Tank	Unincorporated areas	G	2006	Recurring	Yes	N	U	U	U	N	u	u	• Add to the Water/Wasterwater planning project	Planning Needed
Road/Street Improvements	Road improvements needed: dangerous dirt roads littered with large boulders, pot holes and erosion.	Mountain View	4	2008	First Year	Yes	N	41 people	U	\$20,000 from Vlado Ruzickca	N	U	U	Further assessment needed into regulations about restrictions on % of development, possible deed restrictions to ensure development of at least 51% low to moderate income area.	Planning Needed

Attachment E

High Priority Projects identified by the Public in 2006, 2007, 2008

Type of Projects	Project/ Need Details	Area	Precinct	Year Presented	Recurring	CDBG Eligible	Feasibility	Impact	Low-Mod Benefit	Leverage funds	Phased	Timeframe for Project	Estimated Cost	Notes	Status
Road/Street Improvements	Need of road expansion/ improvement.	Lava Lane	4	2008	First Year	Yes	Y	20 HH	Y	None		31 months	\$687,000	Can be [ased by splitting design and construction costs in sepatate years.	Candidate for Funding
Road/Street Improvements	Shoulder expansion and add a center lane to FM 973 from Manor to Highway 71.	FM 973	1	2007		No	N	U	U	U	N	U	U	• State Roads per CDBG planning map - CDBG office will research and forward information to residents to request review by the State	Not Eligible
Road/Street Improvements	Ross Road center turn lane expansion from Pearce to Highway 71	FM 973	1	2007		No	N	U	U	N	N	U	U	• Part of the area was annexed by the City of Austin in Dec of 06. If the project is selected, it needs to be a joint venture with the City of Austin due to the area of benefit. • Additional planning needed to ensure City of Austin interest and to ensure timely spending of dollars	Planning Needed
Road/Street Improvements	Hornsby Bend	Hornsby Bend	4	2007	Recurring	Yes	N	U	U	U	N	U	U	• Planning needed and possible primary surveying	Planning Needed
Road/Street Improvements	Deer Creek Ranch near RR12 & Hamilton Post Rd.-8 miles of deteriorated roads	Deer Creek Ranch	3	2007	Recurring	Yes	N	U	U	U	N	U	U	• Primary surveying needed. • Based on home values, not likely to meet low/mod criteria	Planning Needed
Road/Street Improvements	Littig	Littig	1	2007	Recurring	Yes	N	U	U	U	N	U	U	• Littig is County maintained	Not Eligible
Road/Street Improvements	Daisy Drive	Daisy Drive	2	2007		Yes	N	U	U	U	N	U	U	Check flood plain issues	Planning Needed

Attachment E

High Priority Projects identified by the Public in 2006, 2007, 2008

Type of Projects	Project/ Need Details	Area	Precinct	Year Presented	Recurring	CDBG Eligible	Feasibility	Impact	Low-Mod Benefit	Leverage funds	Phased	Timeframe for Project	Estimated Cost	Notes	Status
Road/Street Improvements	Susan Drive between Debba and Sophie Drive	Susan Drive	3	2007		Yes	Y	13 HH	Y	N	N	U	U	Home values were higher than the roads originally selected for the project. Will not be considered at this time.	Not feasible
Road/Street Improvements	Improvements Needed	Littig	1	2006	First Year	Yes	N	U	U	U	N	U	U	Can only consider non-maintained roads	Not Eligible
Road/Street Improvements	Improvements Needed	Hornsby Bend	1	2006	First Year	Yes	N	U	U	U	N			Primary Surveying needed to determine area eligible.	Candidate for Funding
Road/Street Improvements	Street Improvement needed in Plainview Road	Plainview Estates	1	2006	First Year	No	N	41 HH	Y	N	N			Roads maintained by Travis County	Candidate for Funding
Road/Street Improvements	Improvements Needed	Deer Creek Ranch	3	2006	First Year	Yes	N	U	U	N	N			Primary Surveying needed to determine area eligible.	Candidate for Funding
Road/Street Improvements	Expansion Needed	Mountain Trail - only one lane	3	2006	First Year	No	N	U	N/A	n	n			Not a low mod area	Not Eligible
Road/Street Improvements	Improvements Needed	Apache Shores	3	2006	First Year	Yes	y	72HH	Y	N	N				In Progress
Road/Street Improvements	conditions of and add lanes to increase safety	Ross Rd	4	2006	Y	Yes								<ul style="list-style-type: none"> This road is maintained by Travis County Ross Rd > will be annexed by COA on December 31, 2006. 	Not Eligible
Road/Street Improvements	-speed bumps	Ross Rd. and Pearce Lane	4	2006	First Year	No	N	U	U	U	N	U	U	<ul style="list-style-type: none"> This road is maintained by Travis County Ross Rd > will be annexed by COA on December 31, 2006. 	Not Eligible
Road/Street Improvements	Improvements Needed	Kennedy Ridge	1	2006	First Year	No	N	U	Y	N	N			Roads maintained by Travis County	Not Eligible
Road/Street Improvements	Improvements Needed	Cotton Drive	4	2006	First Year	Yes	N	U	Y	N	N			Not a public right of way.	Not Eligible
Road/Street Improvements	Improvements Needed	Citation Ave	4	2006	First Year	No	N	U	U	N	n			Floodplain buy out in 2005 bond package	Not Eligible
Road/Street Improvements	Improvements Needed	Pearce Lane	4	2006	First Year	No	N	U	U	N	N			<ul style="list-style-type: none"> This road is maintained by Travis County 	Not Eligible

Attachment E

High Priority Projects identified by the Public in 2006, 2007, 2008

Type of Projects	Project/ Need Details	Area	Precinct	Year Presented	Recurring	CDBG Eligible	Feasibility	Impact	Low-Mod Benefit	Leverage funds	Phased	Timeframe for Project	Estimated Cost	Notes	Status
Road/Street Improvements	Substandard Roads	Additional roads	G	2006	First Year	Yes								TNR continuing to look at roads in all precincts to identify streets in low mod areas	Candidate for Funding
Road/Street Improvements	Roads - Low Water Crossing - Build up due to Flood Plain	Littig	f	2006	First Year	No	N	U	U	N	N			• Littig is County maintained	Not Eligible
Production of New Owner Units	Production of New Affordable Houses	Unincorporated	3	2008	Recurring	Yes	Y	\$ 25,000 per lot	Y	Cost of Construction of houses	Y	Oct 2009- July 2009	400,000 or more	Can move to a more formal process for selection of non-profit to build. Also may want to consider rental housing land acquisition.	Candidate for Funding
Rehabilitation of Existing Owner Units	Rehabilitation of Existing Units	Unincorporated	3	2008		Yes	Y	\$ 7000 HH	Y	N	Y	March 09- September 09	any amount	• Can be done by contracting out services (through sub recipient agreement) or by expanding services offered by FSS's Housing division (this case would need funds from TC general funds). Also need to set threshold for assistance - up to \$24,999 without enacting strict lead based paint remediation.	Candidate for Funding
Rehabilitation of Existing Owner Units	Wastewater infrastructure need or septic tank repair	Imperial Valley	1	2008		Yes	N	25-30 HH	u	N	Y	U	U	Add to Water/Wastewater Planning Project	Planning Needed
Production of New Owner Units	Land Acquisition for non-profits for single family home development	Unincorporated	G	2006	Recurring	Yes	Y	1HH/ \$25,000	Y	Y	Y	u	u	Not a high priority. Would need to change priority status in Con Plan.	Not feasible
Youth Services	YMCA- youth activities	Unincorporated	G	2006	First Year	Yes	Y	U	Y	Y	Y	u	u	Due to limited funds, RFS process needed.	Candidate for Funding
Youth Services	Mentoring - Expansion of YFAC Services to Unincorporated areas	Unincorporated	G	2006	First Year	Yes	Y	U	Y	Y	Y	u	u	Due to limited funds, RFS process needed.	Candidate for Funding

Attachment E
High Priority Projects identified by the Public in 2006, 2007, 2008

Type of Projects	Project/ Need Details	Area	Precinct	Year Presented	Recurring	CDBG Eligible	Feasibility	Impact	Low-Mod Benefit	Leverage funds	Phased	Timeframe for Project	Estimated Cost	Notes	Status
Youth Services	Expansion of the Stellar Youth and Community program in the Unincorporated areas.	Manor	1	2008		Yes	N	U	Y	U	N	U	U	Not ready for funding yet. Will check back next year.	Candidate for Funding
Youth Services	Youth program/services	Unincorporated	3	2008		Yes								• It was not presented as a specific project but as a general need, therefore it can not be evaluated	Candidate for Funding
Youth Services	Drop out prevention/intervention program - American YouthWorks	Unincorporated	G	2008		Yes	Y	52 persons	Y	Y	Y	Oct 2008 - Sep 2009	\$9,703.35	Program serves existing clients - must be expansion funding.	Not eligible
Other Public Services	Adult Education: Computer, General Educational Development (GED), and English as a second language (ESL) classes	Apache Shores, Lakeway, 183 and the 620 area	3	2008	Recurring	Yes	Y	U	Y	U	Y	Oct 2008 - Sep 2009	U	Due to limited funds, RFS process needed.	Candidate for Funding
Other Public Services	Financial Education: Homeownership center-financial literacy, homebuyer education (assistance with payment for classes)	Unincorporated	G	2007		Yes	N	U	Y	U	U	U	U	Due to limited funds, RFS process needed.	Candidate for Funding
Other Public Services	Literacy classes	Unincorporated	G	2007	Recurring	Yes	N	U	Y	U	U	U	U	Due to limited funds, RFS process needed.	Candidate for Funding
Other Public Services	Adult Education: ESL (English as a second language)	Unincorporated	G	2007	Recurring	Yes	N	U	Y	U	N	U	U	Due to limited funds, RFS process needed.	Candidate for Funding
Other Public Services	need for speed enforcement (increase police patrols, speed limit signs, street speedometers)	Hunters Bend	1	2008	First Year	No	N	U	U	Y	N	U	U	• Can not be considered because regular responsibilities of the local government are not eligible for assistance	Not eligible

Attachment E

High Priority Projects identified by the Public in 2006, 2007, 2008

Type of Projects	Project/ Need Details	Area	Precinct	Year Presented	Recurring	CDBG Eligible	Feasibility	Impact	Low-Mod Benefit	Leverage funds	Phased	Timeframe for Project	Estimated Cost	Notes	Status
Other Public Services	Increased patrol needed	Decker Laner, Manor, Austin's Colony, Plainview Estates, Raytex, Chaparral	1	2008	First Year	No	N	U	U	U	N	U	U	• Can not be considered because regular responsibilities of the local government are not eligible for assistance	Not eligible
Other Public Services	Assistance package for the unemployed. CDBG funds will support mortgage/rent, utility payments and WorkSource funds will support employment training	Del Valle	4	2008	First Year	Yes	Y	30 HH?	Y	Y	Y	Jan 09 - Sept 09	\$54,000	Amount of client served will depend upon the threshold for assistance per family.	Candidate for Funding
Other Public Services	Education about water/wells/conservation -	Unincorporated	G	2006	First Year	Yes	Y	U	Y	Y	Y	u	u	Due to limited funds, RFS process needed.	Candidate for Funding
Other Public Services	Increased access to services through case management in the unincorporated areas by HHSVS	Unincorporated	G	2006	First Year	Yes	Y	100HH	Y	Y	Y			Funded to FSS in PY 06 & 07	Candidate for Funding
Other Public Services	Legal advocacy, education for the communities to organize	Unincorporated	G	2006	First Year	Yes	Y	U	Y	Y	Y	u	u	Due to limited funds, RFS process needed.	Candidate for Funding
Other Public Services	ESL (English as a second language)	Unincorporated	G	2006	First Year	Yes	Y	U	Y	Y	Y	u	u	Due to limited funds, RFS process needed.	Candidate for Funding
Other Public Services	Homeownership center-financial literacy, homebuyer education (assistance with payment for classes)	Unincorporated	G	2006	First Year	Yes	Y	U	Y	Y	Y	u	u	Due to limited funds, RFS process needed.	Candidate for Funding
Other Public Services	Literacy	Unincorporated	G	2006	First Year	Yes	Y	U	Y	Y	Y	u	u	Due to limited funds, RFS process needed.	Candidate for Funding
Other Public Services	Technology center- web access-free for youth	Unincorporated	G	2006	First Year	Yes	Y	U	Y	Y	Y	u	u	Due to limited funds, RFS process needed.	Candidate for Funding
Planning	Information database on public services available to residents	Manor	1	2008		Yes	Y					U	U	Referred to 211 system. Duplicative system would be created.	Not Eligible

Attachment E

High Priority Projects identified by the Public in 2006, 2007, 2008

Type of Projects	Project/ Need Details	Area	Precinct	Year Presented	Recurring	CDBG Eligible	Feasibility	Impact	Low-Mod Benefit	Leverage funds	Phased	Timeframe for Project	Estimated Cost	Notes	Status
Planning	Extension of funding to TNR Senior Engineer currently hired to conduct feasibility studies of water and sewer infrastructure	All precincts	U	2008		Yes	Y	16 Neighborhoods	N/A	N	Y	April 08 - at least Sep 30 2011	\$108,704		Candidate for Funding
Planning	Project Scoping/Planning including EDA scoping	Unincorporated	G	2006		Yes									Candidate for Funding
Planning	Primary Surveying for pockets of poverty	Unincorporated	G	2006		Yes									Candidate for Funding
Planning	Continued Needs/Gaps Assessment for Unincorporated Areas	Unincorporated	G	2006		Yes									Candidate for Funding

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BUDGET AMENDMENTS AND TRANSFERS

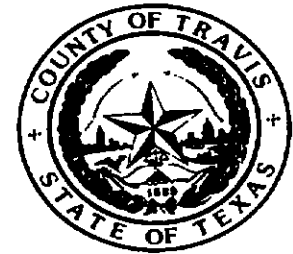
FY 2008

RECEIVED
COUNTY JUDGE'S OFFICE

08 MAY 22 AM 10:52 5/27/2008

AMENDMENTS

BA #	Project Code	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1		001	9800	981	9891	Reserves	CAR Reserves		\$ 27,000	1
		001	0836	558	6099	Tax	Other Purchased Services	\$ 27,000		
A2		001	9800	981	9891	Reserves	CAR Reserves		\$ 550,000	3
	KP2002	001	1405	821	8105	Facilities	Buildings	\$ 550,000		
A3		001	9800	981	9892	Reserves	Allocated Reserves		\$ 46,000	3
	KCJC02	001	1405	525	6099	Facilities	Other Purchased Services	\$ 5,000		
	KGA003	001	1405	525	6099	Facilities	Other Purchased Services	\$ 18,000		
	KP2002	001	1405	525	6099	Facilities	Other Purchased Services	\$ 13,000		
	XESC01	001	1405	525	6099	Facilities	Other Purchased Services	\$ 10,000		
A4		050	9800	981	9892	Reserves	Fund 050 Allocated Resvs.		\$ 1,408	7
		050	2802	551	3001	JP Pct. 3	Office Equip Furn & Supp	\$ 1,408		
A5		001	1945	541	9001	Co. Atty.	Co.Contr. To Grants		\$ 55,570	10
		001	1404	525	5004	Facilities	Reprs-Bldg Struct & Equip	\$ 55,570		
A6		001	2111	544	6314	Dist.Clerk	Petit Jury Fees		\$ 68,304	14
		001	1405	525	8102	Facilities	Purchsd Serv-Bldg Impv	\$ 68,304		




**PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS**

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

MEMORANDUM

TO: Commissioners Court

FROM: Katie Petersen Gipson, Planning and Budget Analyst 

DATE: May 20, 2008

RE: Budget amendment for Third Party Collections Software Upgrade for
FACTS

On May 6, 2008 the Commissioners Court approved a contract award for third party collections of fines and fees to MSB and Linebarger Goggin. The companies agreed to pay for the modification of FACTS software in order to make these third party collections possible. According to the contract this funding for the software upgrade is to be a reimbursement from the collection companies. Therefore the Tax Office is requesting \$27,000 from the CAR reserve in order to encumber the funds now. When these companies reimburse the county this money can be sent back to the reserve or may fall to ending fund balance, depending on whether the reimbursement can be certified midyear.

PBO recommends this transfer of \$27,000 from line item (001-9800-981.9891) to (001-0836-558.60-99) to provide funds for the software upgrade.

cc: Dusty Knight, Tax Office
Rodney Rhoades, PBO
Leroy Nellis, PBO

Budget Adjustment: 10671

Fyr _ Budget Type: 2008-Reg
 PBO Category: Amendment
 Just: CommCodeRq

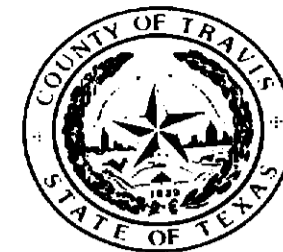
Author: 8 - PFERTNER, KATHLEEN
 Court Date: Tuesday, May 27 2008
 Comm Code

Created: 5/19/2008 4:36:29 PM
 Dept: RESERVES

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9891	CAPITAL ACQUISTN RESERVES			27,000
				27,000
To Account		Project		Amount
001-0836-558-6099	OTHER PURCHASED SERVICES			27,000
				27,000

Approvals	Dept	Approved By	Date Approved
Originator	8	KATHLEEN PFERTNER	5/19/2008 4:59:33 PM
DepOffice	8	DUSTY KNIGHT	5/19/2008 5:00:28 PM
DepOfficeTo	8	DUSTY KNIGHT	5/19/2008 5:01:32 PM

Prayer Heltz 5/22/08



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court
FROM: Diana A. Ramirez, Sr. Budget Analyst
DATE: May 21, 2008

A handwritten signature in cursive script, appearing to read "D. Ramirez", written over the printed name in the "FROM:" field.

RE: Request by Facilities Management to Implement Commissioners Court Decision of November and December 2007 for CAR Reserve Funding of Precinct Two Office Building, 2nd Floor Expansion and Allocated Reserve Funding for Move Costs Related to Eastside Service Center and Criminal Justice Center/Gault Renovations

On December 18, 2007, Commissioners Court approved that the funds for the Precinct 2 Office Building's second floor FF&E, ITS, and Security items be funded from the CAR Reserve. This amount is \$550,000. In addition, the Court approved \$13,000 from Allocated Reserve for move costs. FM is requesting that these amounts be moved to their capital budget to allow work to continue.

When Commissioners Court approved funding for the CJC/Gault Renovations and the FFE/ITS/Security items for the Eastside Service Center from COs, the move costs were either not funded (CJC/Gault Renovations) or included in the CO budget (Eastside Service Center). Because move costs are not considered capital they have to be funded from the operating budget. FM is requesting those funds, totaling \$33,000, from the Allocated Reserve. This will result in \$10,000 in savings in the CO budget for the Eastside Service Center that can be reallocated for other projects later.

PBO concurs with FM's request.

cc: Rodney Rhoades, Leroy Nellis, Jessica Rio, PBO
Roger El Khoury, John Carr, Amy Draper, FM
Alicia Perez, Executive Manager, Admin Ops

From: ROGER EL-KHOURY
To: Diana Ramirez
Date: 5/12/2008 4:21 PM
Subject: missing funding

CC: Amy Draper; Jessica Rio; John Carr
Diana,

FMD is requesting allocation of the following funding into related FMD project budgets. These projects were approved by the Court in November 2007 and December 2007 as discussed below.

1. Pct Two Office Building, 2nd floor expansion. At the December 18, 2007 voting session, item #6, the Commissioners Court approved funding for the project with the following breakout:
\$550,000 from Capital Acquisition Reserve (CAR) - (FMD needs this funding loaded into 001-1405-821-8105, Auditor project code KP2002)
\$1,100,000 from CO (received)
\$13,000 from Allocated Reserves - (FMD needs this loaded into 001-1405-525-6099, project code KP2002 (funding for move services))
2. Eastside Service Center: Funding for project approved by Commissioners Court on November 13, 2007, item 7.C.10 (FFE/ITS/Security and Move). CO funding provided, need the \$10,000 from general fund for move services - (FMD needs this loaded into 001-1405-525-6099, project code XESC01)
3. Criminal Justice Center/Gault Renovations: Funding for project approved by Commissioners Court on November 13, 2007, item 7.C.9. This project had received previous Commissioners Court commitment on Aug 7, 2007, item #28. CO funding of \$3,121,188 received, need the \$23,000 in general funds for move services. (FMD needs \$5,000 loaded into account 001-1405-525-6099, project KCJC02 and \$18,000 loaded into 001-1405-525-6099, project KGA003)

Please let me know if you have any questions.

Budget Adjustment: 10653

Fyr _ Budget Type: 2008-Reg
PBO Category: Amendment
Just: Other

Author: 14 - DRAPER, AMY
Court Date: Tuesday, May 27 2008
Transfer from CAR for Precinct 2 Office Building, 2nd Floor project (Commissioners Court, Dec 18,

Created: 5/16/2008 3:33:24 PM
Dept: RESERVES

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9891	CAPITAL ACQUISTN RESERVES			550,000
				<hr/>
				550,000
To Account		Project		Amount
001-1405-821-8105	BUILDINGS	KP2002	PCT 2 BLDG PURCHASE	550,000
				<hr/>
				550,000

Approvals	Dept	Approved By	Date Approved
Originator	14	AMY DRAPER	5/16/2008 03:38:48 PM
DepOffice	14	AMY DRAPER	5/16/2008 03:38:52 PM
DepOfficeTo	14	AMY DRAPER	5/16/2008 03:38:54 PM

DRAPER
AMY DRAPER

CR

Budget Adjustment: 10654

Fyr _ Budget Type: 2008-Reg
PBO Category: Amendment
Just: Other

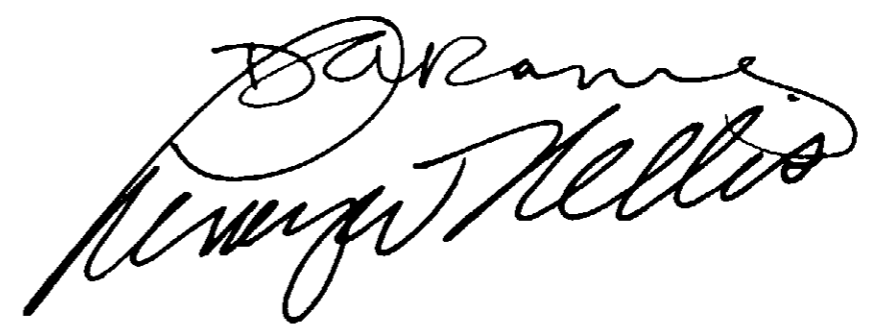
Author: 14 - DRAPER, AMY
Court Date: Tuesday, May 27 2008

Created: 5/16/2008 3:38:39 PM
Dept: RESERVES

Transfer funds from Allocated Reserve for moves for CJC 3rd Floor Criminal Courts/Gault Bldg

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			46,000
				<hr/>
				46,000
To Account		Project		Amount
001-1405-525-6099	OTHER PURCHASED SERVICES	KCJC02	CJC 3RD FL CRIMINAL CRTS	5,000
001-1405-525-6099	OTHER PURCHASED SERVICES	KGA003	GAULT BLDG RENOVATION	18,000
001-1405-525-6099	OTHER PURCHASED SERVICES	KP2002	PCT 2 BLDG PURCHASE	13,000
001-1405-525-6099	OTHER PURCHASED SERVICES	XESC01	Eastside Service Center	10,000
				<hr/>
				46,000

Approvals	Dept	Approved By	Date Approved
Originator	14	AMY DRAPER	5/16/2008 03:39:00 PM
DepOffice	14	AMY DRAPER	5/16/2008 03:39:02 PM
DepOfficeTo	14	AMY DRAPER	5/16/2008 03:39:05 PM



4

Budget Adjustment: 10673

Fyr _ Budget Type: 2008-Reg
PBO Category: Amendment
Just: InterFund

Author: 28 - BARLAND, KAREN
Court Date: Tuesday, May 27 2008
PURCHASE 3 NEW PRINTERS

Created: 5/20/2008 8:26:42 AM
Dept: RESERVES

From Account	Acct Desc	Project	Proj Desc	Amount
050-9800-981-9892	ALLOCATED RESERVES			1,408
				<hr/>
				1,408
To Account		Project		Amount
050-2802-551-3001	OFFICE EQUIP, FURN, & SUPP			1,408
				<hr/>
				1,408

Approvals	Dept	Approved By	Date Approved
Originator	28	KAREN BARLAND	5/20/2008 08:27:12 AM
DepOffice	28	KAREN BARLAND	5/20/2008 08:27:14 AM
DepOfficeTo	28	KAREN BARLAND	5/20/2008 08:27:16 AM

*ITS concurrence verified.
PBO concurs.*

*Darlene
Troyer Ellis*

7



JUDGE SUSAN STEEG
JUSTICE OF THE PEACE, PRECINCT THREE
TRAVIS COUNTY

RECEIVED
08 MAY 13 AM 10:52

8656-B West Highway 71, Room 100, Austin, Texas 78735

Telephone (512) 854-6763
Fax No. (512) 854-2197

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

May 9, 2008

Diana Ramirez
Budget Analyst IV
Travis County Planning & Budget Office
314 West 11th Street, Suite 540
Austin, Texas 78701

RE: Request for Purchase from Technology Funds

Dear Ms. Ramirez:

Please consider and approve this request to use Technology Funds to purchase three ESPON FX-890N Network Printers. These printers will be used by the Intake and Enforcement Units to print labels and receipts from the CJS system.

One of the printers currently used for this purpose in the Intake Unit is no longer functioning properly and ITS staff has advised this office that a new printer must be purchased. This printer is essential to the daily operations of the JP3 Intake Unit and should be purchased as soon as possible. In addition, JP3 is currently utilizing two "loaner" printers that are housed in the new space on the 2nd floor in the Enforcement Unit. ITS has advised this office that these printers are for temporary use only and must be replaced with new printers by JP3 as soon as possible.

These items were not included in the original FY08 budget for JP3 because ITS had indicated there were not enough licenses to establish additional printers that support these CJS printing functions for this office. However, during occupation of the 2nd floor space in April 2008, ITS informed this office that they were able to divert unused licenses from other County offices in order to accommodate additional printers for the Enforcement Unit located in the 2nd floor space. This unit processes hundreds of labels and receipts per month. The availability of these two printers will improve productivity and eliminate the need for employees to run up and down the stairs numerous times daily to print their labels and receipts from the CJS system.

The total cost for these three items is approximately \$ 1,407.03.

Please let me know if you have any questions or need additional information to process this request.

Thank you for your assistance.

Best regards,

Judge Susan Steeg
Justice of the Peace, Precinct Three
8656-B West Hwy. 71
Suite 100
Austin, Texas 78735
512-854-6763

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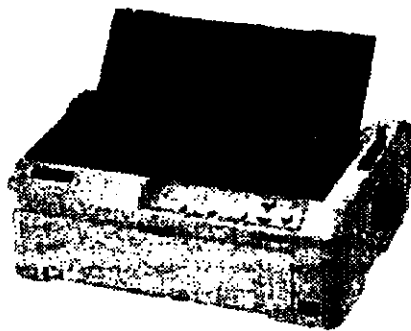
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EPSON

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EPSON FX-890N NETWORK PRINTER

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Ground Shipping **\$21.08**

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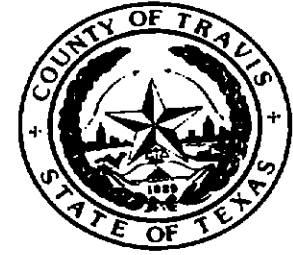
~~\$~~ 469.01 EACH

per Rose Garcia in purchasing

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<input type="checkbox"/>		1PK BLACK FABRIC RIBBON	In Stock	\$5.95
<input type="checkbox"/>		1YR EXTENDED SERVICE	In Stock	\$39.95
<input type="checkbox"/>		2YR EXCHANGE SERVICE		\$45.95
<input type="checkbox"/>		2YR EXTENDED SERVICE		\$58.95
<input type="checkbox"/>		3YR EXCHANGE SERVICE	In Stock	\$67.95
<input type="checkbox"/>		6-ft. IEEE 1284 Gold Parallel		\$9.95
<input type="checkbox"/>		7-Outlet SurgeMaster	In Stock	\$10.99
<input type="checkbox"/>		Belkin Gold Series USB cable	In Stock	\$9.99
<input type="checkbox"/>		Belkin PRO Series printer cable	In Stock	\$7.99
<input type="checkbox"/>		Belkin PRO Series USB cable	In Stock	\$5.99
Total Order:				\$525.95



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court
FROM: Katie Petersen Gipson, Planning and Budget Analyst
DATE: May 20, 2008
RE: Transfer for Security Upgrades

A handwritten signature in black ink, appearing to read "Katie Petersen Gipson", is written over the "FROM:" line of the memorandum.

The County Attorney's Office is requesting \$55,570 to be transferred from their operating budget to facilities in order to pay for security upgrades (cameras, card readers, etc.) on the 1st, 3rd & 4th floor. A security assessment was performed and it was recommended that these upgrades occur this fiscal year. Please note there is an additional request for more 4th floor renovations however that is a FY09 Facilities Management Budget request. Please see the department's memo for additional details.

The funding comes from the County Contribution to Grant line item. In January the Commissioners Court approved that \$171,444 of temporary salary savings be moved to that line item to cover the expenses of the Underage Drinking Prevention Grant in case their revenue was not certified by the Auditor's Office. However the revenue was indeed certified shortly after the transfer was approved. Therefore instead of requesting more funds from temporary salary savings, the department would like to use these existing resources to cover their security needs.

PBO recommends this transfer of \$55,570 from line item (001-1945-541.90-01) to (001-1404-525.50-04) to provide funds for this security request.

cc: David Escamilla, County Attorney
Randy Leavett, County Attorney's Office
Amanda Valdes, County Attorney's Office
Roger El-Khoury, Facilities Management
Rodney Rhoades, PBO
Leroy Nellis, PBO

10



DAVID A. ESCAMILLA
COUNTY ATTORNEY

RANDY T. LEAVITT
FIRST ASSISTANT

JAMES W. COLLINS
EXECUTIVE ASSISTANT

314 W. 11TH STREET
GRANGER BLDG., SUITE 300
AUSTIN, TEXAS 78701

P.O. BOX 1748
AUSTIN, TEXAS 78767

(512) 854-9415
FAX: (512) 854-9316

May 15, 2008

Roger A. El Khoury
Director
Travis County Facilities Management
P. O. Box 1748
Austin, Texas 78767

Re: Security Request for the Travis County Attorney's Office

Dear Roger:

As we have previously discussed, the Travis County Attorney's Office (TCA) is in need of enhanced security measures. Per the enclosed bid, we are asking for Facilities Management to submit a mid-year request for security enhancements for the 1st, 3rd and 4th floors of our offices located in the Granger Building. The security measures, specifically the use of door proximity cards and video cameras at reception areas, will secure TCA offices by limiting entrance to authorized personnel only.

The TCA has the statutory duty to prosecute misdemeanor offenses. The majority of the cases prosecuted are crimes of violence. A significant caseload is handled by the Family Violence Division which not only prosecutes defendants charged with assaultive behavior toward another family member, but also represents individuals in Protective Order hearings, where a victim is seeking court ordered protection from violence from a spouse or another family member. These victims who are often faced with threats of death or serious violence must come to TCA offices to make applications for these orders. Often, the suspect comes to TCA offices looking for the victim/spouse and many times these interviews must occur after working hours when there are few employees present. Due to the volatile situations that these cases involve, the TCA's office needs better security.

RECEIVED
08 MAY 21 PM 12:26
TRAVIS COUNTY
PLANNING & BUDGET OFFICE

11

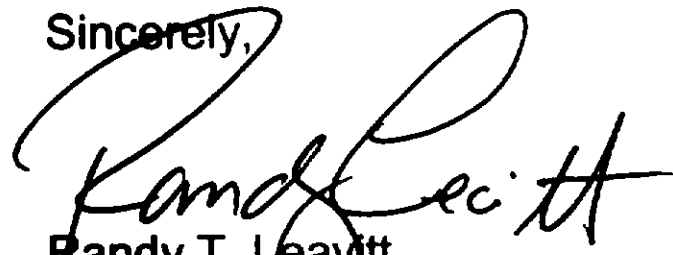
Roger A. El Khoury
May 15, 2008
Page 2

Additionally, the TCA, as a criminal justice agency that handles confidential criminal justice information, must comply with physical security and access requirements of the Texas Law Enforcement Telecommunications System (TLETS), the National Law Enforcement Telecommunications System (NLETS), the Texas Crime Information Center (TCIC), the National Crime Information Center (NCIC), and the FBI's Criminal Justice Information Services (CJIS) Division.

Pursuant to State and Federal laws and the Memorandum of Understanding between TCA and the Travis County Sheriff's Office, TCA is required to secure its premises to prevent the access by unauthorized persons to areas where files containing criminal histories (TCIC/NCIC) of defendants are located. Furthermore, these security measures will ensure compliance with the Texas Department of Public Safety (DPS) regulations which require any facility handling or storing files containing criminal histories to be accessed only by personnel with certain security clearance.

This proposal has been discussed with and approved by the Travis County Security Committee. Therefore, pursuant to State and Federal regulations and for safety reasons, the Travis County Attorney's Office is requesting the proposed security plan and the funding necessary to implement the outlined security measures.

Sincerely,



Randy T. Leavitt
First Assistant County Attorney

RTL/av
Encl.
cc: Katie Peterson Gipson

179506 0.1595

12

Budget Adjustment: 10652

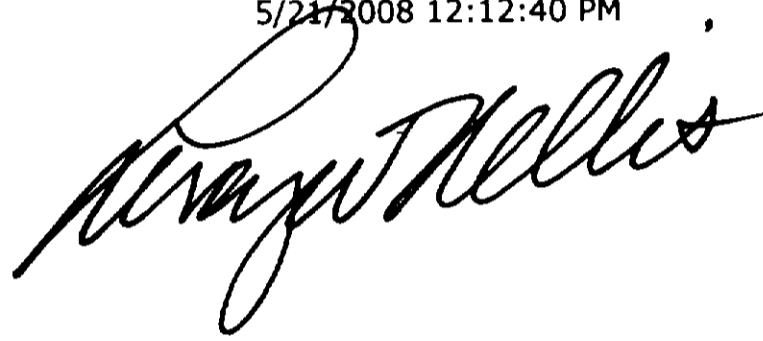
Fyr_ Budget Type: 2008-Reg
 PBO Category: Amendment
 Just: CommCodeRq

Author: 19 - VALDES, AMANDA
 Court Date: Tuesday, May 27 2008
 Transfer of funds for security construction project.

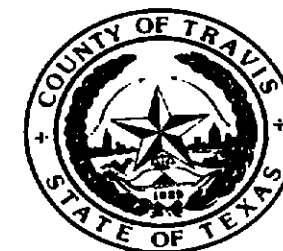
Created: 5/16/2008 3:17:29 PM
 Dept: COUNTY ATTORNEY

From Account	Acct Desc	Project	Proj Desc	Amount
001-1945-541-9001	CO. CONTR. TO GRANTS			55,570
				55,570
To Account		Project		Amount
001-1404-525-5004	REPRS-BLDG STRUCT & EQUIP			55,570
				55,570

Approvals	Dept	Approved By	Date Approved
Originator	19	AMANDA VALDES	5/21/2008 12:09:23 PM
DepOffice	19	AMANDA VALDES	5/21/2008 12:09:26 PM
DepOfficeTo	14	AMY DRAPER	5/21/2008 12:12:40 PM



13



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court
FROM: Katie Petersen Gipson, Planning and Budget Analyst
DATE: May 22, 2008
RE: Transfer for Move to Airport Blvd.

The District Clerk's Office is requesting \$68,304 to be transferred from their petit jury fees line item to facilities in order to pay for Jury Office's move to Airport Blvd and the relocation of the microfilm office in the Heman Marion Sweatt Courthouse. The Commissioner Court approved this move on May 20, 2008. PBO has confirmed the amount of savings in jury fees are adequate to pay for this move. PBO will revisit the jury fees line items during the FY09 budget process to determine if any permanent reduction is necessary due to large savings every year generated by the I-Jury program.

PBO recommends this transfer of \$68,304 from line item (001-2111-544.63-14) to (001-1405-525.81-02) to provide funds for this move to Airport Blvd.

cc: Amalia Rodriguez-Mendoza, Travis County District Clerk
Michelle Brinkman, Chief Deputy District Clerk
Roger El-Khoury, Facilities Management
Rodney Rhoades, PBO
Leroy Nellis, PBO

Budget Adjustment: 10730

Fyr _ Budget Type: 2008-Reg

Author: 21 - TAYLOR, LAURA

Created: 5/22/2008 9:30:32 AM

PBO Category: Amendment

Court Date: Tuesday, May 27 2008

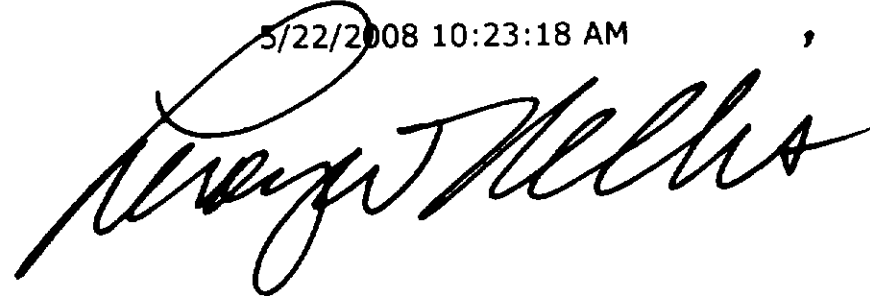
Dept: DISTRICT CLERK

Just: InterDpXfr

Jury Office remodel and move to Airport Blvd. Remodel of Public information access office and relocation of Microfilm section to remodeled public info access office.

From Account	Acct Desc	Project	Proj Desc	Amount
001-2111-544-6314	PETIT JURY FEES			68,304
				68,304
To Account		Project		Amount
001-1405-525-8102	PURCHSD SERV-BLDG IMPROVM			68,304
				68,304

Approvals	Dept	Approved By	Date Approved
Originator	21	LAURA TAYLOR	5/22/2008 9:31:39 AM
DepOffice	21	ROBERT CHAPPELL	5/22/2008 10:03:42 AM
DepOfficeTo	14	AMY DRAPER	5/22/2008 10:23:18 AM



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 Appriasal 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

16

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.
(\$190,619)	TNR	5/16/08	Replacement Vehicles
\$1,016,042 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)	

\$912,422 Remaining CAR Balance After Possible Future Expenditures

17

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			

18

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			

19

19

Travis County Commissioners Court Agenda Request

Voting Session May 27, 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 \$757,871.22, for the period of May 9, 2008 to May 15, 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

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)

RECEIVED
COUNTY JUDGE'S OFFICE
08 MAY 20 AM 8:20

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: May 27, 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 9, 2008 to May 15, 2008

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$757,871.22

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 \$757,871.22

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 9, 2008 TO MAY 15, 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 27, 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 9, 2008
 TO: May 15, 2008

REIMBURSEMENT REQUESTED: \$ 757,871.22

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC**:	\$ 1,320,201.62
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: May 20, 2008	\$ (562,330.57)
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 757,871.22
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	<u>\$ 757,871.22</u>

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

All claims over \$25,000 (5 this week totaling \$454,683.39) 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.

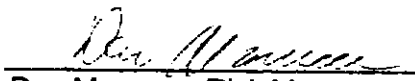
Fifteen percent (15%) of all claims under \$25,000 (\$45,525.00) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount 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 \$287,709.25.

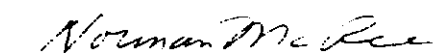
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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.


 Linda Moore Smith, Director 5/19/08
Date


 Dan Mansour, Risk Manager 5-19-08
Date


 Cindy Purinton, Benefit Contract Administrator 5-19-08
Date


 Norman McRee, Financial Analyst 5/19/08
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: 2008-05-16

REQUEST AMOUNT: ~~\$755,158.36~~ * 1,320,201.62

CUSTOMER ID: 00000701254
 CONTRACT NUMBER: 00701254 00709445
 BANK ACCOUNT NUMBER: 0475012038
 FUNDING FREQUENCY: FRIDAY INITIATOR: CUST
 ABA NUMBER: 021000021
 ADVICE FREQUENCY: DAILY
 METHOD: ACH BASIS: BALANCE

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2008-05-15	\$645,993.66	
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,373,674.74 1,938,718	
+ PRIOR DAY REQUEST:	\$00.00	
- UNDER DEPOSIT:	\$727,681.08 1,292,724.34	
+ CURRENT DAY NET CHARGE:	\$27,477.28	
+ FUNDING ADJUSTMENTS:	\$00.00	

REQUEST AMOUNT: ~~\$755,158.36~~ 1,320,201.62

ACTIVITY FOR WORK DAY: 2008-05-09

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$363,539.22	\$00.00	\$363,539.22
TOTAL:	\$363,539.22	\$00.00	\$363,539.22

ACTIVITY FOR WORK DAY: 2008-05-12

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$452,662.11	\$00.00	\$452,662.11

NTM
 5/19/08
 * ADJ. FOR INCREASE IN REQ. BALANCE PER 5/13/08 C.C. approval

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2008_08_15

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	-187.49	NN	1883434	AA		1 5/15/2008	200	5/12/2008	5/15/2008
701254	632	-196.32	NN	1956499	AA		5 5/15/2008	200	5/12/2008	5/15/2008
701254	632	-199.1	NN	1830403	A		48 5/15/2008	200	5/12/2008	5/15/2008
701254	632	-199.57	NN	1830405	A		48 5/15/2008	200	5/12/2008	5/15/2008
701254	632	-212.3	NN	1911514	AA		6 5/15/2008	200	5/12/2008	5/15/2008
701254	632	-222.2	NN	1917263	AA		1 5/15/2008	200	5/12/2008	5/15/2008
701254	632	-225.53	NN	1878193	A		11 5/15/2008	200	5/12/2008	5/15/2008
701254	632	-230.11	NN	1803044	AE		8 5/15/2008	200	5/12/2008	5/15/2008
701254	632	-252.44	NN	1909246	AE		8 5/15/2008	200	5/12/2008	5/15/2008
701254	632	-279.49	NN	SSN0000C	AL		0 5/9/2008	600	5/15/2008	5/15/2008
701254	632	-297.75		26 91874	AA		1 5/8/2008	50	5/13/2008	5/15/2008
701254	632	-336.72	NN	1803892	A		2 5/15/2008	200	5/12/2008	5/15/2008
701254	632	-437.96	NN	1926477	AA		5 5/15/2008	200	5/12/2008	5/15/2008
701254	632	-1143.38	NN	1914744	AH		5 5/15/2008	200	5/12/2008	5/15/2008
701254	632	-1373.81	NN	1803220	AH		1 5/15/2008	200	5/12/2008	5/15/2008
701254	632	-2149.29		26 91917	AA		6 5/8/2008	50	5/13/2008	5/15/2008
701254	632	-2988	NN	1916689	A		18 5/15/2008	200	5/12/2008	5/15/2008
701254	632	-6782.04		26 91888	AH		5 5/8/2008	50	5/13/2008	5/15/2008
701254	632	-264638.94	NN	SSN0000C	AL		0 5/8/2008	600	5/14/2008	5/15/2008

757,871.22

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 05/15/2008

<i>CONTR_#</i>	<i>TRANS_AMT</i>	<i>SRS</i>	<i>CHK_#</i>	<i>GRP</i>	<i>CLAIM ACCT#</i>	<i>ISS_DATE</i>	<i>TRANS CODE</i>	<i>TRANS_DATE</i>
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Total: \$0.00

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 5/15/2008

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
	EE	
	526-1145-522.45-28	63,436.23
	RR	
	526-1145-522.45-29	12,635.47
Total CEPO		\$76,071.70
EPO		
	EE	
	526-1145-522.45-20	188,511.92
	RR	
	526-1145-522.45-21	29,071.67
Total EPO		\$217,583.59
PPO		
	EE	
	526-1145-522.45-25	416,843.24
	RR	
	526-1145-522.45-26	47,372.69
Total PPO		\$464,215.93
Grand Total		\$757,871.22

Monday, May 19, 2008

Page 1 of 1

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Travis County Commissioners Court Agenda Request

Voting Session 5/27/08
(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:

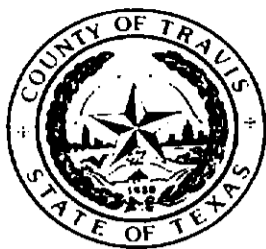
_____ Planning and Budget Office (854-9106)

_____ Human Resources Management Department (854-9165)

_____ Purchasing Office (854-9700)

_____ County Attorney's Office (854-9415)

_____ County Auditor's Office (854-9125)



Human Resources Management Department

1010 Lavaca Street, 2nd Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203

May 27, 2008

ITEM # :

DATE: May 16, 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 – 6.

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
Fac Mgmt	60002	Engineering Inspector Spec Sr	18 / \$50,000.00	18 / \$50,000.00
Sheriff	558	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	651	Security Coord	12 / Level 1 / \$28,392.00	12 / Level 1 / \$28,392.00
TNR	337	Road Maint Worker Sr	9 / Level 5 / \$25,875.20	9 / Level 5 / \$25,875.20
TNR	352	Right of Way Agent	18 / Level 6 / \$48,796.80	18 / Level 6 / \$48,796.80
TNR	471	Right of Way Agent	18 / Level 6 / \$48,796.80	18 / Level 6 / \$48,796.80
TNR	536	Park Maint Worker	7 / Midpoint / \$24,066.64	7 / Midpoint / \$24,066.64
* 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	20090	Elec Clk – Ery Vting Clk	6 / \$9.00	6 / \$9.00	02
County Clerk	20354	Elec Clk – Ery Vting Clk	6 / \$9.00	6 / \$9.00	02
County Clerk	20495	Elec Clk – Ery Vting Clk	6 / \$9.00	6 / \$9.00	02
County Clerk	20502	Elec Clk – Ery Vting Clk	6 / \$9.00	6 / \$9.00	02
County Clerk	20503	Elec Clk – Ery Vting Clk	6 / \$9.00	6 / \$9.00	02
County Clerk	20526	Elec Clk – Ery Vting Clk	6 / \$9.00	6 / \$9.00	02
Fac Mgmt	50055	Custodian	5 / \$10.00	5 / \$10.00	05
**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
HHS	50066	Social Svcs Asst	11 / \$12.39	11 / \$12.39	05
Juvenile Court	50167	Juvenile Detention Ofcr Asst	10 / \$11.58	10 / \$11.58	05
TCCES	50022	Counselor	15 / \$16.23	15 / \$16.23	05
TNR	20050	Park Tech II	7 / \$11.00	7 / \$11.00	02
TNR	20096	Park Maint Worker	7 / \$10.00	7 / \$10.00	02

****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	656	Cadet* / Grd 80	Corrections Officer / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	672	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	946	Deputy Sheriff Law Enforcement* / Grd 72	Deputy Sheriff Sr Law Enforcement/ Grd 74	\$53,292.93	\$59,521.07	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1131	Corrections Officer* / Grd 81	Corrections Officer Sr* / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1284	Cadet* / Grd 80	Corrections Officer / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1562	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	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
County Attorney	28**	Attorney I* / Grd 21	Attorney II* / Grd 22	\$53,489.96	\$56,164.46	Career Ladder. Pay is between min and midpoint of pay grade.
County Attorney	35***	Attorney II* / Grd 22	Attorney III / Grd 24	\$57,243.54	\$63,939.20	Career Ladder. Pay is between min and midpoint of pay grade.
County Attorney	190**	Attorney I* / Grd 21	Attorney II* / Grd 22	\$53,489.96	\$56,164.46	Career Ladder. Pay is between min and midpoint of pay grade.
County Attorney	212**	Attorney I* / Grd 21	Attorney II* / Grd 22	\$53,489.96	\$56,164.46	Career Ladder. Pay is between min and midpoint of pay grade.
Juvenile Public Defender	14***	Attorney I* / Grd 21	Attorney II / Grd 22	\$53,489.96	\$57,234.26	Career Ladder. Pay is between min and midpoint of pay grade.
* Actual vs Authorized ** Authorized slot is green-circled. ***Slot removed from green-circled table.						

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
District Atty	Slot 101 / Legal Secretary / Grd 15 / \$35,716.92	District Atty	Slot 143 / Paralegal / Grd 17 / \$40,976.00	Promotion. Pay is between min and midpoint of pay grade.
JP Pct 1	Slot 5 / Court Clerk I / Grd 13 / \$32,964.09	JP Pct 1	Slot 5 / Court Clerk I / Grd 13 / \$37,989.09	Salary adjustment. Pay is between midpoint and max of pay grade.
JP Pct 1	Slot 6 / Court Clerk I / Grd 13 / \$31,144.49	JP Pct 1	Slot 6 / Court Clerk I / Grd 13 / \$32,744.49	Salary adjustment. Pay is between min and midpoint of pay grade.
JP Pct 2	Slot 3 / Court Clerk I / Grd 13 / \$35,050.11	JP Pct 2	Slot 3 / Court Clerk I / Grd 13 / \$35,550.11	Salary adjustment. Pay is between min and midpoint of pay grade.
JP Pct 2	Slot 4 / Court Clerk I / Grd 13 / \$31,144.49	JP Pct 2	Slot 4 / Court Clerk I / Grd 13 / \$32,144.49	Salary adjustment. 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
JP Pct 2	Slot 5 / Court Clerk II Sr / Grd 16 / \$39,770.33	JP Pct 2	Slot 5 / Court Clerk II Sr / Grd 16 / \$40,770.33	Salary adjustment. Pay is between min and midpoint of pay grade.
JP Pct 2	Slot 8 / Court Clerk II Sr / Grd 16 / \$41,114.63	JP Pct 2	Slot 8 / Court Clerk II Sr / Grd 16 / \$42,114.63	Salary adjustment. Pay is between min and midpoint of pay grade.
JP Pct 2	Slot 9 / Court Clerk II Sr / Grd 16 / Part-time \$19,066.51	JP Pct 2	Slot 9 / Court Clerk II Sr / Grd 16 / Part-time \$20,066.51	Salary adjustment. Pay is between min and midpoint of pay grade.
JP Pct 2	Slot 10 / Court Clerk II Sr / Grd 16 / \$36,121.07	JP Pct 2	Slot 10 / Court Clerk II Sr / Grd 16 / \$39,121.07	Salary adjustment. Pay is between min and midpoint of pay grade.
JP Pct 2	Slot 11 / Court Clerk I / Grd 13 / \$31,144.49	JP Pct 2	Slot 11 / Court Clerk I / Grd 13 / \$32,144.49	Salary adjustment. Pay is between min and midpoint of pay grade.
JP Pct 2	Slot 13 / Court Clerk I / Grd 13 / \$31,144.49	JP Pct 2	Slot 13 / Court Clerk I / Grd 13 / \$32,144.49	Salary adjustment. Pay is between min and midpoint of pay grade.
JP Pct 2	Slot 16 / Court Clerk I / Grd 13 / \$29,501.26	JP Pct 2	Slot 16 / Court Clerk I / Grd 13 / \$32,083.26	Salary adjustment. Pay is between min and midpoint of pay grade.
JP Pct 2	Slot 22 / Court Clerk I / Grd 13 / \$31,144.49	JP Pct 2	Slot 22 / Court Clerk I / Grd 13 / \$32,144.49	Salary adjustment. Pay is between min and midpoint of pay grade.
JP Pct 2	Slot 25 / Court Clerk I / Grd 13 / \$33,256.08	JP Pct 2	Slot 7 / Court Clerk II / Grd 15 / \$35,997.00	Promotion. Pay is between min and midpoint of pay grade.
JP Pct 2	Slot 26 / Court Clerk I / Grd 13 / \$31,144.49	JP Pct 2	Slot 26 / Court Clerk I / Grd 13 / \$32,644.49	Salary adjustment. Pay is between min and midpoint of pay grade.
JP Pct 2	Slot 28 / Court Clerk I / Grd 13 / \$31,144.49	JP Pct 2	Slot 28 / Court Clerk I / Grd 13 / \$32,644.49	Salary adjustment. Pay is between min and midpoint of pay grade.
Juvenile Court	Slot 63 / Juvenile Probation Ofcr I* / Grd 13 / \$31,452.41	Juvenile Court	Slot 529 / Counselor Sr / Grd 16 / \$36,170.27	Promotion. Pay is between min and midpoint of pay grade.
Juvenile Court	Slot 486 / Juvenile Probation Ofcr III / Grd 15 / \$38,380.36	Juvenile Court	Slot 145 / Juvenile Probation Ofcr II / Grd 14 / \$36,461.34	Voluntary job change. 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
Sheriff	Slot 356 / Deputy Sheriff Sr Law Enfrcmt / Grd 74 / \$55,127.90	Sheriff	Slot 1162 / Deputy Sheriff Sr Law Enfrcmt / Grd 74 / \$55,127.90	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 651 / Security Coord / Grd 12 / \$29,907.80	Sheriff	Slot 316 / Cadet / Grd 80 / \$33,750.91	Promotion. Transition from Classified Pay Scale to Peace Officer Pay Scale (POPS) Step 1.
Sheriff	Slot 1162 / Deputy Sheriff Sr Law Enfrcmt / Grd 74 / \$59,521.07	Sheriff	Slot 356 / Deputy Sheriff Sr Law Enfrcmt / Grd 74 / \$59,521.07	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
* Actual vs Authorized				

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

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Gerald Daugherty, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4

May 27, 2008

22 ✓

Travis County Commissioners Court Agenda Request

Voting Session May 27, 2008

(Date)

A. Request made by Alicia Perez, Executive Manager Phone 854-9343

B. Requested Text:

CONSIDER AND TAKE APPROPRIATE ACTION ON GROUP BENEFITS HEALTH PLAN FY2009 RATES AND ISSUES:

- A. APPROVE KEEPING THE EPO PLAN FOR FY2009 AND DIRECT STAFF TO RE-EVALUATE ANNUALLY.
- B. APPROVE MAINTAINING FY2008 RATES AND SUBSIDY AMOUNTS FOR THE FY2009 PLAN YEAR FOR ALL PLANS.
- C. APPROVE CONTINUING THE LIFE, AD&D AND DISABILITY COVERAGES AT THE CURRENT RATES FOR FY2009.
- D. RECEIVE REPORT ON DENTAL BENEFITS RFP
- E. E-1 APPROVE INCREASING THE ER CO-PAY FROM \$50 TO \$100 ON ALL THREE PLANS
E-2 APPROVE COVERING COLONOSCOPIES AT 100% ON ALL THREE PLANS
E-3 APPROVE COVERING DIABETIC SUPPLIES AT 100% ON ALL THREE PLANS
- F. APPROVE RELEASE OF EMPLOYEE/RETIREE COMMUNICATION PRIOR TO THE EMPLOYEE HEARING AND OPEN ENROLLMENT.
- G. G-1 APPROVE 7-21-2008 THROUGH 8-22-2008 AS FY2009 OPEN ENROLLMENT DATES
G-2 APPROVE DEFAULT COVERAGE OF EMPLOYEE ONLY CO-INSURED AND BASIC LIFE FOR EMPLOYEES THAT DO NOT COMPLETE OPEN ENROLLMENT PROCESS DURING THE ABOVE DATES
- H. APPROVE DISCONTINUING THE REQUIREMENT OF A NOTARIZED PAPER AFFIDAVIT FOR DECLINING INSURANCE, AND MOVE TO AN ELECTRONIC STATEMENT OF OTHER INSURANCE THAT WOULD CAPTURE ANY NEEDED INFORMATION.

RECEIVED
COUNTY JUDGE'S OFFICE
MAY 27 08
4:07 PM

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

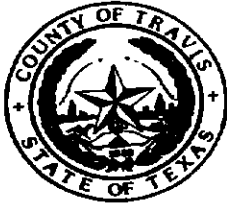
A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies of agenda request and backup).

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:

Susan Spataro, County Auditor 854-9125
John Hille, Assistant County Attorney, 854-9415
Cyd Grimes, Purchasing Agent, 854-9700
Rodney Rhoades, PBO Executive Manager, 854-9106
Linda Moore Smith, Director, HRMD, 854-9165

Required Authorizations: Please check if applicable:

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



Human Resources Management Department

1010 Lavaca

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-3128

May 27, 2008

TO: Members of Commissioners Court

FROM: Employee Benefits Committee

SUBJECT: Group Benefit Health Plan
Insurance Rates and Subsidies
Group Life Insurance, AD&D and Disability
Open Enrollment

The Employee Benefits Committee met 4-24-2008 with the actuary to discuss the health benefits and the FY2009 employee premiums and County contributions.

Actuarial Summary:

The actuaries indicated the plan experience continues to be much better than the norm. A 12% trend was used by Milliman in projecting our rates for FY2009 (medical and pharmacy combined). That was not the actual historical trend for Travis County, but the trend developed by looking at commercial and public sector business and adjusted for geographic differences. The actual historical trend was approximately 5% for Travis County based on our claims experience.

The actuaries determined that for FY2009 the rates could remain at the FY2008 levels and the funding would be adequate, taking into account the \$31 million dollar reserve:
(see attachment 1)

- The Counties portion would be \$33,077,484
- The participants portion would be \$5,931,420
- The projected annual cost of the plan would be \$39,008,904

The actuarial analysis of the plan experience of Travis Counties three health plans indicated the following: (see attachment 2)

	Required Increase	Required Increase	Adjusted for participation
Plan	Active	Retiree	Combined
EPO	7.84%	43.67%	11.80%
PPO & Co-Insured EPO	-6.34%	13.74%	-3.76%
All Plans Combined			0.93%

The overall required rate increase was less than 1%, therefore the actuary suggested that no rate increase would be acceptable.

Issues and Recommendations:

Item A- EPO Plan-

After discussing the issue of eliminating the EPO for FY2009 with the Benefit Committee and the plan actuaries (Milliman), it is recommended that the EPO remain in place for FY2009 and continue to be evaluated based on utilization and claim cost, on an annual basis. It was determined that elimination of the EPO would cost the County approximately \$1,400,000 in lost premium.

Item A Recommendation:

Approve keeping the EPO Plan for FY2009 and direct staff to re-evaluate annually.

Item B- Health Insurance Rates and Subsidies –

Based on current health fund reserves the committee and the actuary suggest rates and subsidies can remain in place for all premium and contribution tiers on all plans. (See attachments 3, 4 & 5 for rates and subsidy amounts.)

Item B Recommendation:

Approve maintaining FY2008 rates and subsidy amounts for the FY2009 plan year for all plans

Item C- Group Life Insurance, AD&D, and Disability-

The current coverage amounts and rates will remain in place for FY2009 for Basic Life, AD&D, Supplemental Life, Dependent and Spouse Life, Retiree Life, and Short and Long Term Disability. All of these lines of coverage are with UNUM Provident. The stand alone AD&D coverage through CIGNA will also remain unchanged. (See Attachment 6 for rates.)

Item C Recommendation:

Approve continuing the life, AD&D and disability coverages at the current rates for FY2009

Item D- Dental Insurance- (Information only)

A dental RFP was released in April. The responses are in and are currently being reviewed, and a recommendation will be made shortly to Commissioners Court.

Item D Recommendation:

No action is needed on this item at this time pending completion of review process.

Item E- Benefit Plan Changes-

The committee is recommending three plan changes to all three of the benefit plans. These recommendations are based on suggestions from UHC during our annual executive meeting, and have been reviewed by the actuaries.

1. **Increase the emergency room co-pay from \$50 to \$100.** This is due to high utilization of the emergency room. We utilized the ER 36% more than the last year and nearly 30% more than our peer groups. (ER visits increased from 1337 to 1420) Note that the co-pay is waived if patient is admitted to hospital. This will provide approximately -.6% savings on our renewal.
2. **Cover Colonoscopies at 100%.** The plan costs for treating most types of cancer increased last year. This screening test is necessary to identify pre-cancerous colon polyps and cancer at an early stage when it is most treatable. Employees sometimes do not do this procedure because it is subject to calendar year deductible and co-insurance making the out of pocket expense a deterrent.
3. **Cover Diabetic supplies at 100%.** For the first time since we have been tracking the cost of diabetes on our plan, the costs went down slightly in 2007. We hear from employees that the main reason many of them are not compliant in checking blood sugar as often as necessary is the cost of the supplies. Glucometers are already paid for at 100%. Currently diabetic supplies are covered under the RX co-pays.

Item E Recommendation: Effective 10-1-2008

E-1: Approve increasing the ER co-pay from \$50 to \$100 on all 3 plans.

E-2 : Approve covering colonoscopies at 100% on all 3 plans

E-3 : Approve covering diabetic supplies at 100% on all 3 plans.

Item F- Employee/Retiree Communication-

We are asking for Court approval to prepare and release benefit information to the retirees and employees prior to the scheduled Employee Hearing on June 18, 2008 at 4:30 pm in the Commissioners Courtroom. We will release information to the employees/retirees again before open enrollment begins. Final vote by the Court is scheduled for June 24, 2008.

Item F Recommendation:

Approve release of employee/retiree communication prior to the employee hearing and open enrollment

Item G- Open Enrollment-

Open enrollment begins on Monday July 21, 2008 and will end on Friday August 22, 2008. All eligible employees need to complete the 10-step open enrollment process during that time period. Employees who decline County Coverage need to complete the entire process plus complete an affidavit. (see item H) **Employees who do not complete open enrollment or fail to complete all ten steps of the process will be defaulted to employee only Co-Insured EPO coverage and basic life.** HRMD

staff will be available to help any employees who have questions or concerns during open enrollment. Computers will be available to County Employees during this time as well as several on site days in various departments with HRMD staff and computers to facilitate the process.

Item G Recommendation:

G-1: Approve 7-21-2008 through 8-22-2008 as FY2009 Open Enrollment

G-2: Approve default coverage of employee only Co-insured EPO and basic life for employees that do not complete open enrollment process during the above dates.

Item H- Declining Insurance-

Approximately 287 employees currently decline the County health insurance. Approximately 178 of those are "grandfathered" and continue to get the "add pay (\$184.86)" that employees that have been continuously declining prior to 10-1-2003 receive.

Current procedure is to require a copy of proof of other group insurance, and a completed and notarized affidavit of insurance coverage annually. It adds a manual component to an otherwise electronic enrollment. Administratively the process presents a clerical burden. Even a consistent decliner must show proof annually. HRMD staff would like to eliminate the "hard copy" process, and move to an electronic statement of other insurance as part of open enrollment.

Item H Recommendation:

Approve discontinuing the requirement of a notarized paper affidavit for declining insurance, and move to an electronic statement of other insurance that would capture any needed information.

Travis County
2008 - 2009 Rate Analysis Results
Exhibit 1 - 2007-2008 Plan Year

		<u>Emp Only</u>	<u>Emp+ 1 Adult</u>	<u>Emp+ 1 Child</u>	<u>Emp+ Children</u>	<u>Emp+ Sp+ Child</u>	<u>Emp+ Sp+ Children</u>	<u>Total</u>
Active	EPO	551	57	181	85	27	32	933
	PPO	1,492	150	353	226	103	119	2,443
	CEPO	110	60	87	119	57	66	499
Ret U	EPO	29	5	2	2	1	1	40
	PPO	89	17	5	4	3	3	121
	CEPO	34	6	1	-	1	1	43
Ret O	EPO	52	29	3	1	-	1	86
	PPO	110	34	6	-	-	-	150
	CEPO	12	10	1	-	-	-	23
Active		2,153	267	621	430	187	217	3,875
Retiree <65		152	28	8	6	5	5	204
Retiree 65+		174	73	10	1	-	1	259
Total		2,479	368	639	437	192	223	4,338

Price Tags 2007-2008

		<u>Emp Only</u>	<u>Emp+ 1 Adult</u>	<u>Emp+ 1 Child</u>	<u>Emp+ Children</u>	<u>Emp+ Sp+ Child</u>	<u>Emp+ Sp+ Children</u>	<u>Annual Cost</u>	<u>PEPM</u>
Active	EPO	\$588.00	\$1,250.00	\$802.00	\$1,121.00	\$1,587.00	\$1,907.00	\$8,874,696	\$792.67
	PPO	497.00	1,036.00	670.00	931.00	1,315.00	1,575.00	20,000,520	682.24
	CEPO	497.00	974.00	630.00	875.00	1,234.00	1,479.00	5,279,964	881.76
Ret U	EPO	1,424.00	2,018.00	1,622.00	1,887.00	2,216.00	2,462.00	756,504	1,576.05
	PPO	1,298.00	1,739.00	1,445.00	1,627.00	1,886.00	2,069.00	2,048,196	1,410.60
	CEPO	1,225.00	1,621.00	1,355.00	1,519.00	1,751.00	1,914.00	676,752	1,311.53
Ret O	EPO	454.00	589.00	568.00	680.00	703.00	816.00	526,668	510.34
	PPO	382.00	482.00	467.00	551.00	568.00	651.00	734,520	408.07
	CEPO	360.00	450.00	437.00	511.00	526.00	601.00	111,084	402.48
Actives								\$34,155,180	\$734.52
Retiree < 65								3,481,452	1,422.16
Retiree 65+								1,372,272	441.53
Total								\$39,008,904	\$749.36

total

County Pays

		<u>Emp Only</u>	<u>Emp+ 1 Adult</u>	<u>Emp+ 1 Child</u>	<u>Emp+ Children</u>	<u>Emp+ Sp+ Child</u>	<u>Emp+ Sp+ Children</u>	<u>Annual Cost</u>	<u>PEPM</u>
Active	EPO	\$497.00	\$814.00	\$606.00	\$778.00	\$984.00	\$1,143.00	\$6,710,460	\$599.36
	PPO	497.00	814.00	606.00	778.00	984.00	1,143.00	17,888,868	610.21
	CEPO	497.00	814.00	606.00	778.00	984.00	1,143.00	4,564,080	762.20
Ret U	EPO	1,120.00	1,320.00	1,220.00	1,320.00	1,320.00	1,320.00	561,800	1,170.00
	PPO	1,120.00	1,320.00	1,220.00	1,320.00	1,320.00	1,320.00	1,697,040	1,168.76
	CEPO	1,120.00	1,320.00	1,220.00	1,320.00	1,320.00	1,320.00	598,320	1,159.53
Ret O	EPO	327.00	367.00	367.00	367.00	367.00	367.00	353,784	342.81
	PPO	327.00	367.00	367.00	367.00	367.00	367.00	607,800	337.67
	CEPO	327.00	367.00	367.00	367.00	367.00	367.00	95,532	346.13
Actives								\$29,163,408	\$627.17
Retiree < 65								2,856,960	1,167.06
Retiree 65+								1,057,116	340.13
Total								\$33,077,484	\$635.42

County

Employee Contributions

		<u>Emp Only</u>	<u>Emp+ 1 Adult</u>	<u>Emp+ 1 Child</u>	<u>Emp+ Children</u>	<u>Emp+ Sp+ Child</u>	<u>Emp+ Sp+ Children</u>	<u>Annual Cost</u>	<u>PEPM</u>
Active	EPO	\$91.00	\$436.00	\$196.00	\$343.00	\$603.00	\$764.00	\$2,164,236	\$193.30
	PPO	0.00	222.00	64.00	153.00	331.00	432.00	2,111,652	72.03
	CEPO	0.00	160.00	24.00	97.00	250.00	336.00	715,884	119.55
Ret U	EPO	304.00	698.00	402.00	547.00	896.00	1,142.00	194,904	406.05
	PPO	178.00	419.00	225.00	307.00	566.00	749.00	351,156	241.84
	CEPO	105.00	301.00	135.00	199.00	431.00	594.00	78,432	152.00
Ret O	EPO	127.00	222.00	201.00	313.00	336.00	449.00	172,884	167.52
	PPO	55.00	115.00	100.00	184.00	201.00	284.00	126,720	70.40
	CEPO	33.00	83.00	70.00	144.00	159.00	234.00	15,552	56.35
Actives								\$4,991,772	\$107.35
Retiree < 65								624,492	255.10
Retiree 65+								315,156	101.40
Total								\$5,931,420	\$113.94

PARTICIPANT

**Exhibit 2 A
Travis County
DRAFT - 2008 - 2009 Rate Analysis Results
Underwriting Calculations**

Underwriting by Plan

	<u>EPO</u>	<u>CEPO / PPO</u>	<u>Total</u>
Incurring 01/07 - 12/07, Paid through 03/08	\$9,017,156	\$19,380,709	\$28,397,865
Less Stop Loss Claims	-222,137	-477,442	-699,579
<u>Estimated Unpaid as of 3/08</u>	<u>87,203</u>	<u>187,427</u>	<u>274,629</u>
01/07 - 12/07 Incurred Claims	\$8,882,222	\$19,090,694	\$27,972,916
 Member Months	 21,690	 66,040	 87,730
 Incurred PMPM	 \$409.51	 \$289.08	 \$318.85
<u>Trend Factor (Centered on 4/1/2009)</u>	<u>1.22</u>	<u>1.22</u>	<u>1.22</u>
Trended Incurred PMPM	\$499.34	\$352.49	\$388.80
 <u>Plan Design Change</u>	 <u>1.0000</u>	 <u>1.0000</u>	 <u>1.0000</u>
Adjusted Incurred PMPM	\$499.34	\$352.49	\$388.80
 Current Subscribers	 1,059	 3,279	 4,338
Members / Subscriber	1.63	1.79	1.75
 Trended Incurred PEPM	 \$815.25	 \$630.05	 \$680.26
 Vendor Admin Fees	 \$38.96	 \$38.96	 \$38.96
Stop Loss Premium (Spec and Agg)	35.06	35.06	35.06
<u>General Administration/Clinic Cost</u>	<u>13.77</u>	<u>13.77</u>	<u>13.77</u>
Total Administrative Costs	\$87.80	\$87.80	\$87.80
 Estimated PEPM for Rating Period	 \$903.05	 \$717.85	 \$768.06
 Current Rate PEPM	 \$807.72	 \$745.87	 \$760.97
 Required Increase	 11.80%	 -3.76%	 0.93%

Milliman

6

PROPOSED FY09 RATES- KEEP EPO AND CURRENT RATES - ACTIVES						
FY08 County Subsidy (prior year)	Employee subsidy	dependent subsidy	dependent subsidy	dependent subsidy	dependent subsidy	dependent subsidy
EPO	85%	48%	51%	53%	49%	49%
PPO	100%	59%	63%	65%	60%	60%
Coinsured EPO	100%	67%	82%	75%	66%	66%
FY09 County Subsidy -	Employee subsidy	dependent subsidy	dependent subsidy	dependent subsidy	dependent subsidy	dependent subsidy
EPO	85%	48%	51%	53%	49%	49%
PPO	100%	59%	63%	65%	60%	60%
Coinsured EPO	100%	67%	82%	75%	66%	66%
FY2009 Total Premium- per employee per month	Emp only	Emp+1 Adult	Emp+1 Child	Emp+ Children	Emp+adult +Child	Emp+adult +Children
EPO	588.00	1250.00	802.00	1121.00	1587.00	1907.00
PPO	497.00	1036.00	670.00	931.00	1315.00	1575.00
Coinsured EPO	497.00	974.00	630.00	875.00	1234.00	1479.00
County Cost (per employee per month)	Emp only	Emp+1 Adult	Emp+1 Child	Emp+ Children	Emp+adult +Child	Emp+adult +Children
EPO	497.00	814.00	606.00	778.00	984.00	1143.00
PPO	497.00	814.00	606.00	778.00	984.00	1143.00
Coinsured EPO	497.00	814.00	606.00	778.00	984.00	1143.00
Employee Contributions- Proposed (per employee per month)	Emp only	Emp+1 Adult	Emp+1 Child	Emp+ Children	Emp+adult +Child	Emp+adult +Children
EPO	91.00	435.00	196.00	343.00	604.00	764.00
PPO	0.00	222.00	64.00	153.00	331.00	432.00
Coinsured EPO	0.00	159.00	24.00	97.00	251.00	336.00
FY08 Employee Premiums (prior year)	Emp only	Emp+1 Adult	Emp+1 Child	Emp+ Children	Emp+adult +Child	Emp+adult +Children
EPO	91.00	435.00	196.00	343.00	604.00	764.00
PPO	0.00	222.00	64.00	153.00	331.00	432.00
Coinsured EPO	0.00	159.00	24.00	97.00	251.00	336.00
Amount of Monthly Increase to Employee	Emp only	Emp+1 Adult	Emp+1 Child	Emp+ Children	Emp+adult +Child	Emp+adult +Children
EPO	0.00	0.00	0.00	0.00	0.00	0.00
PPO	0.00	0.00	0.00	0.00	0.00	0.00
Coinsured EPO	0.00	0.00	0.00	0.00	0.00	0.00
Employee Percent of change						
EPO	0%	0%	0%	0%	0%	0%
PPO	0%	0%	0%	0%	0%	0%
Coinsured EPO	0%	0%	0%	0%	0%	0%
MAINTAINED RATES AT FY08 LEVEL				Proposed County Composite Rate per emp per month		\$ 629.00

PROPOSED FY09 RATES-

UNDER AGE 65 Retirees

FY08 County Subsidy (prior year)	Retiree subsidy	dependent subsidy	dependent subsidy	dependent subsidy	dependent subsidy	dependent subsidy
EPO	79%	0%	0%	0%	0%	0%
PPO	86%	0%	0%	0%	0%	0%
Coinsured EPO	91%	0%	0%	0%	0%	0%
FY09 County Subsidy -	Retiree subsidy	dependent subsidy	dependent subsidy	dependent subsidy	dependent subsidy	dependent subsidy
EPO	79%	34%	51%	45%	25%	19%
PPO	86%	45%	68%	61%	34%	26%
Coinsured EPO	91%	51%	77%	68%	38%	29%
FY2009 Total Premium- per retiree per month	Emp only	Emp+1 Adult	Emp+1 Child	Emp+ Children	Emp+adult +Child	Emp+adult +Children
EPO	1424.00	2018.00	1622.00	1867.00	2216.00	2462.00
PPO	1298.00	1739.00	1445.00	1627.00	1886.00	2069.00
Coinsured EPO	1225.00	1621.00	1355.00	1519.00	1751.00	1914.00
County Cost- (per retiree per month)	Emp only	Emp+1 Adult	Emp+1 Child	Emp+ Children	Emp+adult +Child	Emp+adult +Children
EPO	1120.00	1320.00	1220.00	1320.00	1320.00	1320.00
PPO	1120.00	1320.00	1220.00	1320.00	1320.00	1320.00
Coinsured EPO	1120.00	1320.00	1220.00	1320.00	1320.00	1320.00
Employee Contributions- (per retiree per month)	Emp only	Emp+1 Adult	Emp+1 Child	Emp+ Children	Emp+adult +Child	Emp+adult +Children
EPO	304.00	698.00	402.00	547.00	896.00	1142.00
PPO	178.00	419.00	225.00	307.00	566.00	749.00
Coinsured EPO	105.00	301.00	135.00	199.00	431.00	594.00
Previous FY08 retiree Premiums	Emp only	Emp+1 Adult	Emp+1 Child	Emp+ Children	Emp+adult +Child	Emp+adult +Children
EPO	304.00	698.00	402.00	547.00	896.00	1142.00
PPO	178.00	419.00	225.00	307.00	566.00	749.00
Coinsured EPO	105.00	301.00	135.00	199.00	431.00	594.00
Retiree	Emp only	Emp+1 Adult	Emp+1 Child	Emp+ Children	Emp+adult +Child	Emp+adult +Children
EPO	0.00	0.00	0.00	0.00	0.00	0.00
PPO	0.00	0.00	0.00	0.00	0.00	0.00
Coinsured EPO	0.00	0.00	0.00	0.00	0.00	0.00
Percent of change						
EPO	0%	0%	0%	0%	0%	0%
PPO	0%	0%	0%	0%	0%	0%
Coinsured EPO	0%	0%	0%	0%	0%	0%
				Proposed Annual County Composite Rate <65	\$	1,170.00

PROPOSED FY09 RATES-				OVER AGE 65 RETIREES		
FY08 County Subsidy (prior year)	Retiree subsidy	dependent subsidy	dependent subsidy	dependent subsidy	dependent subsidy	dependent subsidy
EPO	72%	0%	0%	0%	0%	0%
PPO	86%	0%	0%	0%	0%	0%
Coinsured EPO	91%	0%	0%	0%	0%	0%
Pharmacy only Plan	86%	0%				
FY09 County Subsidy	Retiree subsidy	dependent subsidy	dependent subsidy	dependent subsidy	dependent subsidy	dependent subsidy
EPO	72%	30%	35%	18%	16%	11%
PPO	86%	40%	47%	24%	22%	15%
Coinsured EPO	91%	44%	52%	27%	24%	17%
Pharmacy only Plan	86%	0%				
FY2009 Total Premium- per retiree per month	Emp only	Emp+1 Adult	Emp+1 Child	Emp+ Children	Emp+adult +Child	Emp+adult +Children
EPO	454.00	589.00	568.00	680.00	703.00	816.00
PPO	382.00	482.00	467.00	551.00	568.00	651.00
Coinsured EPO	360.00	450.00	437.00	511.00	526.00	601.00
Pharmacy only Plan	265.00	302.00				
County Cost- (per retiree per month)	Emp only	Emp+1 Adult	Emp+1 Child	Emp+ Children	Emp+adult +Child	Emp+adult +Children
EPO	327.00	367.00	367.00	367.00	367.00	367.00
PPO	327.00	367.00	367.00	367.00	367.00	367.00
Coinsured EPO	327.00	367.00	367.00	367.00	367.00	367.00
Pharmacy only Plan	228.00	228.00				
Retiree Contributions- (per retiree per month)	Emp only	Emp+1 Adult	Emp+1 Child	Emp+ Children	Emp+adult +Child	Emp+adult +Children
EPO	127.00	222.00	201.00	313.00	336.00	449.00
PPO	55.00	115.00	101.00	184.00	201.00	284.00
Coinsured EPO	33.00	83.00	70.00	144.00	159.00	234.00
Pharmacy only Plan	37.00	74.00				
Previous FY08 Retiree Premiums	Emp only	Emp+1 Adult	Emp+1 Child	Emp+ Children	Emp+adult +Child	Emp+adult +Children
EPO	127.00	222.00	201.00	313.00	336.00	449.00
PPO	55.00	115.00	101.00	184.00	201.00	284.00
Coinsured EPO	33.00	83.00	70.00	144.00	159.00	234.00
Pharmacy only Plan	37.00	74.00				
Amount of Monthly Increase to Retiree	Emp only	Emp+1 Adult	Emp+1 Child	Emp+ Children	Emp+adult +Child	Emp+adult +Children
EPO	0.00	0.00	0.00	0.00	0.00	0.00
PPO	0.00	0.00	0.00	0.00	0.00	0.00
Coinsured EPO	0.00	0.00	0.00	0.00	0.00	0.00
Pharmacy only Plan	0.00	0.00	N/A	N/A	N/A	N/A
Retiree Percent of change						
EPO	0%	0%	0%	0%	0%	0%
PPO	0%	0%	0%	0%	0%	0%
Coinsured EPO	0%	0%	0%	0%	0%	0%
Pharmacy only Plan	0%	0%				
				Proposed County Composite Rate >65	\$	339.00

POLICY #	DESCRIPTION	2008 Rate	2009 Rate	REMINDER OF CHANGES MADE in FY2008
560725	Basic Life- \$50,000	.106/\$1000	.106/\$1000	changed from \$25,000 basic to
100% County paid	Basic AD&D - \$50,000	0.025/\$1000	0.025/\$1000	\$50,000 life and AD&D
				Disability plus rider
				SS normal retirement age wording
	retiree admin rates	1.90	1.90	Per month per insured retiree or surviving spouse
595328	Supplemental life	see below	see below	increased max to \$250,000
100% Employee paid	Supplemental AD&D	0.035	0.035	increased max to \$250,000
	Dependent Life	1.54	1.54	no change
	Retiree Life <71	2.08	2.08	increased to \$15,000 < 71
	Retiree spouse life <71	2.08	2.08	increased to \$7,500 < 71
	Retiree Life <71	4.84	4.84	optional \$10,000 - UNUM EOI approval required
	Retiree spouse life <71	4.84	4.84	optional \$5,000 -UNUM EOI approval required
	Retiree Life >71	5.90	5.90	no change
	Retiree spouse life>71	2.95	2.95	no change
	optional supplemental life & optional spouse \$10,000 life	per \$1,000	per \$1,000	
	<30	0.0570	0.0570	
	30.39	0.0950	0.0950	
	40.44	0.1430	0.1430	
	44.49	0.2280	0.2280	
	50.54	0.3800	0.3800	
	55.59	0.5230	0.5230	
	60.64	0.8550	0.8550	
	65.69	1.2830	1.2830	
	>70	2.2420	2.2420	
595327	Short Term Disability	.32 per \$10	.32 per \$10 of weekly benefit	
100% Employee paid	Long Term Disability	.56 per \$100	.56 per \$100 of monthly salary	
OK 960892	Cigna AD&D	.025 Emp .042 Family	.025 Emp per \$1,000 of coverage .042 Family per \$1,000 of coverage	
100% Employee paid				

TRAVIS COUNTY COMMISSIONERS COURT
AGENDA REQUEST

23 ✓

Voting Session: MAY 27, 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 THE TRAVIS COUNTY MEDICAL EXAMINER'S OFFICE FOR AGREEMENTS TO BE USED BETWEEN THE FOLLOWING COUNTIES AND TRAVIS COUNTY:

- A. AUSTIN COUNTY
B. BASTROP COUNTY
C. BLANCO COUNTY
D. BRAZOS COUNTY
E. CALDWELL COUNTY
F. COLORADO COUNTY
G. DEWITT COUNTY
H. ECTOR COUNTY
I. FALLS COUNTY
J. FAYETTE COUNTY
K. GOLIAD COUNTY
L. GONZALES COUNTY
M. GUADALUPE COUNTY
N. JACKSON COUNTY
O. KERRY COUNTY
P. LLANO COUNTY
Q. MCCULLOCH COUNTY
R. MCLENNAN COUNTY
S. MILAM COUNTY
T. ROBERTSON COUNTY
U. SAN SABA COUNTY
V. VICTORIA COUNTY
W. WARD COUNTY
X. WASHINGTON COUNTY
Y. WILLIAMSON COUNTY

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:

Blank lines for listing agencies or officials.

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.)

RECEIVED COUNTY JUDGE'S OFFICE 08 MAY 22 PM 4:49

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
OFFICE OF THE MEDICAL EXAMINER**

**1213 Sabine Street
PO Box 1748
Austin, TX 78767
Tel: (512) 854-9599
Fax: (512) 854-9044**

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

BETH DEVERY, RN, JD
CHIEF ADMINISTRATIVE OFFICER

MEMORANDUM

DATE: May 20, 2008
TO: Travis County Commissioners Court
THROUGH: Danny Hobby, Executive Manager, Emergency Services
FROM: David Dolinak, MD, Chief Medical Examiner
RE: Interlocal Agreements with Other Counties

Proposed Motion

Consider and take appropriate action regarding the Travis County Medical Examiner's Office for agreements to be used between the following counties and Travis County:

- | | |
|---------------------|----------------------|
| A. Austin County | N. Jackson County |
| B. Bastrop County | O. Kerry County |
| C. Blanco County | P. Llano County |
| D. Brazos County | Q. McCulloch County |
| E. Caldwell County | R. McLennan County |
| F. Colorado County | S. Milam County |
| G. DeWitt County | T. Robertson County |
| H. Ector County | U. San Saba County |
| I. Falls County | V. Victoria County |
| J. Fayette County | W. Ward County |
| K. Goliad County | X. Washington County |
| L. Gonzales County | Y. Williamson County |
| M. Guadalupe County | |

Summary/Background

During the last year, the Medical Examiner's office has been working with the County Attorney's office to draft a new interlocal agreement that more accurately reflects the level of service that our office provides. A draft of the interlocal agreement was shared with the Justices of the Peace and County Judges for each of the 45 counties we currently have agreements with. Based on their feedback, changes were made to the agreement. A number of counties have contacted our office and indicated their readiness to sign the new agreement.

The Commissioners Court approved a form agreement on April 22, 2008 so that we could send out the agreements to each of the 45 counties for approvals and signatures. The list of counties above have approved and signed their agreements. We request your approval of these agreements at this time. I have attached only one agreement so that you would not have to review all the agreements. I have attached all the agreements to the Judge's agenda packet.

Please contact me if you need additional assistance in this matter.

Interlocal Cooperation Agreement for Medical Examiner Services Between Travis County and Brazos County

This Agreement is made by the following parties: Travis County, a political subdivision of the State of Texas, and Brazos County, a political subdivision of the State of Texas.

Recitals

Brazos County has not established and does not maintain a medical examiners office and is not part of a medical examiners district.

Travis County desires to provide medical examiner services to Brazos County, if requested.

Both Travis County and Brazos County have the authority to enter into an interlocal cooperation agreement for the purpose of rendering and receiving medical examiner services under Texas Government Code chapter 791.

Agreement

Travis County and Brazos County mutually agree to the terms and conditions stated in this agreement.

1.0 Definitions

In this agreement:

- 1.01 "Autopsy" means a postmortem examination of the body of a person to determine the cause of death or the nature of any pathological changes that may have contributed to the death, or to identify the person. An autopsy includes, at the discretion of the doctor performing the examination, an examination of the internal organs and structures after dissection; an external examination of the body only; taking or removing from a body organs, tissues and body fluids for examination; taking x-rays and photographs; and toxicological analysis.
- 1.01 "Justice of the Peace" means any person lawfully holding the office of justice of the peace in Brazos County.
- 1.02 "Medical Examiner" means the Travis County Medical Examiner, or his designee.
- 1.03 "Medical Examiner Testimony" means to provide expert testimony, on any autopsy provided under this agreement, by the medical examiner or any member of the medical examiner's staff.

2.0 Term

- 2.01 *Initial Term.* This agreement's initial term shall commence on the date on which the last party signs it and shall continue until September 30, 2008.

2.02 *Automatic Renewal.* After that date, this agreement shall automatically renew on October 1, 2008 for an additional term of one (1) year, and shall automatically renew for additional terms of one (1) year on October 1 of each subsequent year unless terminated under 10.0.

3.0 Brazos County Responsibilities

3.01 *Authority to Order Services.* A Justice of the Peace may request the Medical Examiner to perform an autopsy or to provide any medical examiner testimony that Brazos County needs. A County Judge operating under Texas Code of Criminal Procedure article 49.07(c)(2) may also request the Medical Examiner to perform an autopsy.

3.02 *Written Request.* A Justice of the Peace requesting an autopsy shall submit to the Medical Examiner a signed order in the designated format of Attachment A. In addition, the Justice of the Peace must contact the Medical Examiner a minimum of one (1) hour before a body is delivered to notify the Medical Examiner that a body will be arriving and to provide information about the decedent.

3.03 *Required Records.* Upon request, the Justice of the Peace requesting an autopsy shall make reasonable efforts to send all investigative reports and photos to the Medical Examiner within thirty (30) days of the Medical Examiner's receipt of the body. Upon request, the Justice of the Peace shall make reasonable efforts to provide the decedent's medical history, including the decedent's medical records, if any, and a list of the decedent's medications by fax or e-mail to the Medical Examiner within forty-eight (48) hours of the Medical Examiner's receipt of the body. In addition, where the body's identity is at issue, the Justice of the Peace is responsible for obtaining the relevant dental and other potentially identifying records to send to the Medical Examiner.

3.04 *Rates.* If a Justice of the Peace requests the Medical Examiner perform an autopsy, Brazos County shall pay Travis County \$2300 per body requiring an autopsy that includes dissection and examination of internal organs, and \$800 per body requiring only an external examination. If Brazos County requires medical examiner testimony, Brazos County shall pay Travis County a non-prorated \$300 for the first three hours of testimony, and a non-prorated \$100 per hour for each subsequent hour of testimony. Travis County may require Brazos County to pay a non-prorated \$35 per day for each body that remains at the Travis County Forensic Center beyond seventy-two (72) hours after the Medical Examiner has faxed Brazos County the preliminary findings for an identified body.

3.05 *Payment.* Texas Government Code chapter 2251 governs payments to Travis County for its medical examiner services.

3.06 *Responsibility for Claims.* Brazos County expressly agrees and acknowledges that - Brazos County shall be responsible for any and all claims, causes of action, suits,

losses, damages, and liability of any kind, including all litigation expenses, court costs, and attorney's fees, for any person's injury or death, or for damage to any property arising in connection with the medical examiner services performed for Brazos County under this agreement, other than for willful or malicious acts or omissions by the medical examiner or any other Travis County officer, agent, or employee, for which liability, if any, shall be determined under Texas law.

3.07 Brazos County reserves the right to seek medical examiner services from any other source during the term of this agreement.

4.0 Travis County Responsibilities

4.01 *Providing Medical Examiner Services.* The Medical Examiner shall perform any autopsy ordered by any Justice of the Peace, with certain exceptions outlined below. The Medical Examiner may deny a request for services for the following reasons:

4.01.1 If at the time of the request the Medical Examiner determines there is a compelling need to deny the request. For the purposes of this section, "compelling need" includes a significant staff shortage, mass disaster, or other emergency circumstance;

4.01.2 As one of the remedies outlined in Texas Government Code section 2251.051 for a governmental body's failure to pay a vendor;

4.01.3 If the request for medical examiner services does not comply with 3.02; or

4.01.4 If the Justice of the Peace did not comply with 3.03 in a previous request.

4.02 *Reliance on Order.* Travis County may rely on any order by any Justice of the Peace as an authorized request of Brazos County.

4.03 *Invoices.* If Travis County provides medical examiner services to Brazos County, Travis County shall invoice Brazos County at the rates in 3.04, or at the rates as amended under 7.02. If Brazos County notifies Travis County that any invoice lacks sufficient information and specifies what information is needed, Travis County shall provide the additional information within ten (10) days of that notice.

5.0 Compliance with the Law

5.01 Brazos County and Travis County shall comply with all laws, rules, and regulations applicable to this agreement.

6.0 Retention, Accessibility, and Audit of Records

6.01 *Custodian.* The Justice of the Peace who requests an autopsy under this agreement is the custodian of the records generated by the Travis County Medical Examiner's office in providing the autopsy.

6.02 *Travis County Retention.* Travis County shall maintain all records and documentation it generates in providing autopsies under this agreement in a readily available state and location.

6.03 *Access.* Travis County shall give the requesting Justice of the Peace, or the judge's duly authorized representative, access to and the right to examine all autopsy records, reports, files, and other papers related to this agreement at reasonable times and for reasonable periods. These rights to access shall continue as long as these records are retained by Travis County. Travis County shall make copies and certified copies of records, reports, files and other papers available to the requesting Justice of the Peace, or the judge's duly authorized representatives, at no charge.

7.0 Amendments

7.01 *Formal Process.* Any change to this agreement's provisions, except for changes to the rates in 3.04, shall be made in writing and signed by both parties. Brazos County acknowledges that no Travis County officer, agent, employee, or representative has any authority to change this agreement's provisions unless the Travis County Commissioners Court expressly grants that authority. Travis County acknowledges that no Brazos County officer, agent, employee, or representative has any authority to change this agreement's provisions unless the Brazos County Commissioners Court expressly grants that authority.

7.02 *Amending 3.04 Rates.* Travis County may amend the rates stated in 3.04 by sending a notice of rate change under 11.0 to Brazos County at least sixty (60) days before the change is to become effective. If Brazos County does not send a notice under 11.0 stating that the change is unacceptable before its effective date, Brazos County shall accept the rates stated in the notice of rate change and shall pay those rates for any medical examiner services or medical examiner testimony that Travis County provides after the effective date.

7.03 *Brazos County Request.* Brazos County shall submit all requests for changes to this agreement to the Medical Examiner. The Medical Examiner shall present Brazos County's requests to the Travis County Commissioners Court for consideration.

7.04 *Travis County Request.* Travis County shall submit all requests for changes to this agreement to the Brazos County Judge. The Brazos County Judge shall present Travis County's requests to the Brazos County Commissioners Court for consideration.

8.0 Payments from Current Revenues

8.01 Each party paying for the governmental functions or services shall make those payments from current revenues available to the paying party.

9.0 Non-Waiver and Reservation of Remedies

9.01 *Non-Waiver.* Any act of forbearance by either party to enforce any of this

agreement's provisions shall not be construed as this agreement's modification or as a waiver of the other party's concurrent or future breach or default. Either party's failure to exercise any right or privilege granted in this agreement shall not be construed as a waiver of that right or privilege.

- 9.02 *Reservation of Rights and Remedies.* All rights of both parties under this agreement are specifically reserved. Any payment, act or omission by a party shall not impair or prejudice that party's remedies or rights under this agreement. Any right or remedy stated in this agreement shall not preclude exercising any other right or remedy, whether under this agreement, the law, or at equity; and neither shall any action taken in exercising any right or remedy be deemed a waiver of any other rights or remedies.

10.0 Termination

- 10.01 Either party may terminate this agreement at any time, with or without cause, by giving the other party written notice of its intent to terminate at least thirty (30) days prior to the termination's effective date.
- 10.02 *Rights Surviving Termination.* If either party terminates this agreement, Travis County has a right to payment for all services provided before the effective date of termination that have not been paid for.

11.0 Notices

- 11.01 *Notice Method.* Any notice required or permitted to be given under this agreement by one party to the other shall be in writing. If notice is delivered in person to the appropriate address in 11.02 or 11.03, it shall be deemed to have been given immediately. Alternatively, if notice is addressed to the appropriate address in 11.02 or 11.03 and placed in the United States mail, postage prepaid by registered or certified mail with return receipt requested, it shall be deemed given on the third day following mailing.
- 11.02 *Travis County Address.* Travis County's address for all purposes under this agreement shall be:

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

With copies to (registered or certified mail is not required):

Honorable David Escamilla (or his successor in office)
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767-1748

and

David Dolinak, M.D. (or his successor)
Travis County Medical Examiner
P. O. Box 1748
Austin, Texas 78767-1748

and

Cyd V. Grimes (or her successor)
Travis County Purchasing Agent
P.O. Box 1748
Austin, Texas 78767-1748

- 11.03 *Address of Brazos County.* The address of Brazos County for all purposes under this agreement and for all notices shall be:

Honorable Randy Sims (or successor in office)
Brazos County Judge
300 E. 26th St., suite 114
Bryan, Texas 77803

- 11.04 *Change of Address.* Each party may change the address for notice to it by giving notice of the change under 11.01.

12.0 Assignability

- 12.01 Neither party may assign any of the rights or duties created by this agreement without the other party's prior written approval. Brazos County acknowledges that no Travis County officer, agent, employee or representative has any authority to grant such assignment unless the Travis County Commissioners Court expressly grants that authority. Travis County acknowledges that no Brazos County officer, agent, employee or representative has any authority to change this agreement's provisions unless the Brazos County Commissioners Court expressly grants that authority.

13.0 Entire Agreement.

- 13.01 This agreement and its attachment, incorporated here by reference and inclusion, represent the entire agreement between the parties and supersedes all prior representations, agreements, statements, and understandings relating to its subject matter, whether verbal or in writing.

14.0 Interpretation of Contract

- 14.01 *Law.* This agreement shall be governed by the laws of the State of Texas.

- 14.02 *Severability.* If any portion of this agreement is ruled invalid by a court of competent jurisdiction, the remainder of the agreement shall be construed as if that portion were not included in the agreement and shall remain valid and binding.
- 14.03 *Time Computation.* 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 Travis County or Brazos County has declared a holiday for its employees, these days shall be omitted from the computation.
- 14.04 *Number and Gender.* Words of any gender in this agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the agreement clearly requires otherwise.
- 14.05 *Headings.* The headings at the beginning of this agreement's provisions have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this agreement.

15.0 Legal Authority

- 15.01 *Brazos County Signors.* An individual signing this agreement on behalf of Brazos County, or representing himself to be signing this agreement on Brazos County's behalf, does hereby warrant and guarantee that Brazos County authorized the individual to sign this agreement on Brazos County's behalf and to bind Brazos County validly and legally to this agreement.
- 15.02 *Travis County Signors.* An individual signing this agreement on Travis County's behalf, or representing himself to be signing this agreement on Travis County's behalf, does hereby warrant and guarantee that Travis County authorized the individual to sign this agreement on Travis County's behalf and to bind Travis County validly and legally to this agreement.

16.00 Duplicate Originals

- 16.01 This document may be executed in duplicate originals.

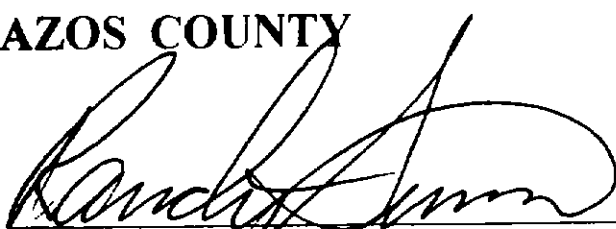
Executed as of the later date set forth below.

TRAVIS COUNTY

By: _____
 Samuel T. Biscoe, County Judge
 Travis County, Texas

Date: _____

BRAZOS COUNTY

By:  _____
 Randy Sims, County Judge
 Brazos County, Texas

Date: 4/29/08

Attachment A

ORDER REQUESTING AUTOPSY

I, _____, Justice of the Peace, Precinct _____, Brazos County, Texas, upon the authority vested in me by law, hereby order an autopsy upon the body of:

Decedent's **Full Legal*** Name: _____
(From government issued ID) (Last) (First) (Middle)

Date of Death: _____

I hereby authorize Dr. David Dolinak, Travis County Chief Medical Examiner or his designee, to perform a post mortem examination of the decedent and to remove and retain such organs, tissues, or fluids as may be necessary for further study to determine cause and manner of death.

Please mail a copy of the report to:

Phone #: _____ Fax #: _____

Email: _____

I further order the Travis County Medical Examiner to release the body to _____
_____ upon completion of the autopsy.

Judge

Date

* Failure to provide the full legal name may result in the Medical Examiner's refusal to provide requested services.

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: MAY 27, 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 ON AGREEMENT FOR TRANSPORT HELICOPTER SERVICES AMONG TRAVIS COUNTY, ST. DAVID'S MEDICAL CENTER, AND PEDIATRIX MEDICAL SERVICES, INC.D/B/A PEDIATRIX MEDICAL GROUP OF TEXAS.

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.

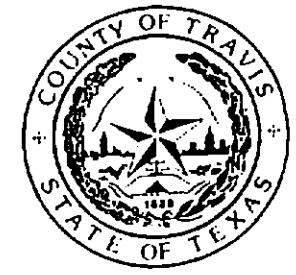
Planning and Budget Office (854-9106)
____ Additional funding for any department or for any purpose
____ Transfer of existing funds within or between any line item
____ Grant

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.



EMERGENCY SERVICES

DANNY HOBBY, EXECUTIVE MANAGER
P.O. Box 1748, AUSTIN, TEXAS 78767
(512) 854-4416, FAX (512) 854-4786

*Emergency Management
Pete Baldry, Emergency Mgmt.
Coordinator*

*Fire Marshal
Brad Beauchamp, Interim Fire
Marshal*

*Medical Examiner
Dr. David Dolnak*

*STAR Flight
Casey Ping, Program Manager*

MEMORANDUM

To: Travis County Commissioners Court
From: Danny Hobby, Executive Manager Emergency Services
Date: May 20, 2008
Subject: Transport Helicopter Services

[Handwritten signature and date: 5/20/08]

Proposed Motion

Consider and take appropriate action on agreement for transport helicopter services among Travis County, St. David's Medical Center, and Pediatrix Medical Services, Inc.d/b/a Pediatrix Medical Group of Texas.

Summary/Background

The St. David's Medical Center (SDMC) and Pediatrix Medical Services have requested an agreement with Travis County to use STAR Flight helicopters for transport of neonatal patients from hospitals in Central Texas to the neonatal intensive care unit at SDMC, and transport of maternal patients from hospitals in Central Texas to the Labor & Delivery unit at SDMC. We currently have an agreement with SDMC and Pediatrix Medical Services for neonatal transport, in which the initial term will end June 30, 2008. We also have a similar agreement with Seton. This agreement would replace the current agreement with SDMC and Pediatrix Medical Services.

Pediatrix is a non-profit corporation, incorporated in Texas and certified by the Texas State Board of Medical Examiners. The agreement identifies each party's responsibilities within their own organizations. Each party is responsible for billing the patient for their services. STAR Flight will not receive any additional revenue from the other parties for operating the helicopters.

Thank you for your consideration in this request. Please contact me if you need additional assistance or information. My number is x44416.

**AGREEMENT FOR
TRANSPORT HELICOPTER SERVICES
AMONG TRAVIS COUNTY,
ST. DAVID'S MEDICAL CENTER, AND
PEDIATRIX MEDICAL SERVICES, INC. d/b/a PEDIATRIX
MEDICAL GROUP OF TEXAS**

This Agreement is made among the following parties:

Travis County, a political subdivision of the State of Texas ("County") and

St. David's Healthcare Partnership, L.P., LLP d/b/a St. David's Medical Center ("SDMC") and

Pediatrix Medical Service, Inc., a non-profit corporation, incorporated in Texas and certified by the Texas Medical Board pursuant to Section 162.001 (b) of the Texas Medical Practice Act, d/b/a Pediatrix Medical Group of Texas ("Pediatrix").

RECITALS

The official name for the air ambulance services operated by Travis County and the City of Austin is "STAR Flight."

County, SDMC, and Pediatrix want to offer aero-medical critical care transport services which involve the transport of neonatal and maternal patients from hospitals in Central Texas. The transportation of neonatal patients to the Neonatal Intensive Care Unit at St. David's Medical Center or North Austin Medical Center and the transportation of maternal patients to the Labor & Delivery unit at St. David's Medical Center are necessary to improve clinical care of these patients.

AGREEMENT

NOW, THEREFORE, County, SDMC, and Pediatrix mutually agree to the following terms and conditions:

I. DEFINITION

- a. "CAMTS" means Commission on Accreditation of Medical Transport Systems.
- b. "FAA" means Federal Aviation Administration.
- c. "Memorandum of Transfer" means a document provided by the attending physician at the Sending Hospital authorizing the SDMC Transport Flight.
- d. "Neonatologist" means a person employed or otherwise engaged by Pediatrix as a Neonatologist who is a member of the medical staff who meets or exceeds the training and competency standards that pertain to physicians outlined by CAMTS.

- e. "Neonatal Nurse Practitioner" means a person employed or otherwise engaged by Pediatrix as a neonatal nurse practitioner who is a member of the medical staff who meets or exceeds the training and competency standards that pertain to nurse practitioners as outlined by CAMTS.
- f. NICU means Neonatal Intensive Care Unit.
- g. "Transport team" means the specialty registered nurse and specialty transport respiratory therapist or two specialty trained registered nurses, each of who are appropriately trained in neonatal or maternal stabilization and resuscitation so that their training, education and skills performance meet or exceed the training and competency standards outlined by CAMTS for specialty transport teams.
- h. "SDMC Transport Flights" means helicopter transport of the SDMC Transport team and, if warranted, a Neonatologist to the Sending Hospital, and, after initial treatment of the patient at the Sending Hospital, helicopter transport for the SDMC Transport team, the Neonatologist, if applicable, and the patient to St. David's Medical Center or North Austin Medical Center.
- i. "Sending Hospital" means the hospital where there is a neonatal or maternal patient who could benefit from the care rendered at St. David's Medical Center or North Austin Medical Center is being provided services and from which the Memorandum of Transfer by the attending physician is issued.
- j. "Standards of Practice" refers to the neonatal and maternal medical treatment protocols established by the appropriate Medical Director of the Transport team.
- k. "Maternal Fetal Medicine Physician/MFM" means a person employed or otherwise engaged by Pediatrix as a Maternal Fetal Medicine Physician/ MFM who is a member of the medical staff who meets or exceeds the training and competency standards that pertain to physicians outlined by CAMTS.
- l. North Austin Medical Center means North Austin Medical Center, 12221 North Mopac Expressway, Austin, TX, 78758, a member of St. David's Healthcare Partnership, L.P., LLP.

II. TERMS

- a. Initial Term: This Agreement shall begin June 1, 2008 and continue until June 30, 2010 unless sooner terminated as provided in Section IX.
- b. Renewal Term: This Agreement shall automatically renew each year after that for a term of one (1) year unless sooner terminated as provided in Section IX.

III. RESPONSIBILITIES OF COUNTY

- a. For STAR Flight operations, County shall provide one helicopter, suitable for EMS purposes, with medical stretcher package in place, which complies with applicable federal and state statutes and regulations. County shall maintain the helicopter in accordance with the manufacturer's guidelines and applicable rules or regulations established by the FAA. County shall operate the helicopter in accordance with applicable FAA rules and regulations that may be in effect at the time; and in accordance with County operation protocols.
- b. County shall staff one STAR Flight helicopter with a pilot in accordance with applicable FAA regulations. County, through its Interlocal Co-operation Agreement with the City of Austin, shall provide a flight paramedic or flight nurse acting as a flight safety officer. Flight paramedics, flight nurses and safety officers providing services under this Agreement shall meet the training and competency standards that pertain to their qualifications as nurses, paramedics or safety officers outlined by CAMTS. County pilots providing services under this Agreement shall meet the training and competency standards that pertain to pilots outlined by CAMTS.
- c. If any incident or condition can reasonably be expected to adversely affect STAR Flight's ability to provide air transport services or the safety of the patient or specialty team members, or result in the suspension of STAR Flight from the Medicare or Medicaid programs, County shall notify SDMC and Pediatrix about that incident within a reasonable time after County becomes aware of it, which shall not exceed two business days.
- d. County shall allow a representative from SDMC to participate in the meetings of the Peer Based Safety Committee, which usually occur monthly.
- e. Upon request of SDMC, County shall determine whether use of STAR Flight to provide SDMC Transport Flight is consistent with STAR Flight protocols and if so, County shall accept the SDMC Transport Flight. If the use of STAR Flight requires management approval, County shall advise SDMC whether use of STAR Flight has been approved within one hour after receipt of request. As the first step in implementing the SDMC Transport Flight, County shall provide helicopter transport of Transport team and, if warranted, a Neonatologist to the Sending Hospital. County, in collaboration with Transport team shall determine whether STAR Flight should remain on the ground at the Sending Hospital during initial treatment of the patient or return to their base. When the Transport team requests return transportation, County shall provide return helicopter transport to SDMC for the Transport team and patient.
- f. During the time between dispatch of each SDMC Transport Flight and completion of it, County has the authority through the Director of Aviation operations, the Chief Pilot, and the Pilot in Command on each Flight to direct and supervise all

members of the STAR Flight crew and all passengers like the Transport team and Neonatologist. County may stop any SDMC Transport Flight and land the helicopter if, in the sole discretion of the STAR Flight pilot, any conditions exist which in any way compromise the health or safety of any person. If the flight is terminated, County shall notify SDMC as soon as practicable and assist SDMC with alternate appropriate ground transport.

g. County shall maintain accreditation from CAMTS for STAR Flight.

IV. Exclusion from Participation. County represents and warrants to SDMC and Pediatrix that neither County nor any person or entity providing services on behalf of County under this Agreement has ever been excluded from participation in any federal or state health benefits program or any other governmental program (including, without limitation, Medicare, Medicaid, or CHAMPUS) as may be identified on the OIG, GSA or other excluded provider list. County shall immediately notify SDMC and Pediatrix in writing if any exclusion from program participation is recommended, initiated or implemented with respect to County or any person or entity providing services on behalf of County. Despite any other provision of this Agreement, SDMC or Pediatrix may terminate this Agreement immediately upon exclusion from any of these programs.

V. RESPONSIBILITIES OF SDMC

a. SDMC shall offer County the opportunity to perform every Transport Flight within the 19 county area served by STAR Flight and obtain a denial of the request from County before SDMC offers the opportunity to any other air ambulance service. Provided however, if the County denies more than 20 % of the SDMC requests to provide Transport Services within a continuous ninety (90) day period, the provisions of the immediately preceding sentence shall no longer apply. STAR Flight may provide SDMC Transport Flights from outside the 19 county area served by STAR Flight with approval from the STAR Flight management team.

b. SDMC shall staff the SDMC Transport Flight with a Transport team. During the stabilization and treatment of a patient, the Transport team under the medical direction of a fully qualified physician is responsible for the care and procedures needed to stabilize and treat the patient's condition. The Transport team uses clinical protocols for stabilization and treatment that are consistent with the SDMC Standards of Practice, written and promulgated by the Neonatal Transport Team or Maternal Transport Team Medical Directors.

c. SDMC shall appropriately train the Transport team in neonatal or maternal resuscitation and stabilization procedures. The Transport team providing services under this Agreement shall meet the training and competency standards outlined by CAMTS. SDMC shall instruct the Transport team to comply with the direction and supervision by the Pilot in Command (as defined by the FAA) to the

extent required by the FAA regulations, the Travis County Operations Manual and this Agreement.

- d. NICU/Maternal Transport team is responsible for obtaining a Memorandum of Transfer from the attending physician at the Sending Hospital. The patient, parents of the patient or other responsible individual must consent to transport before a Memorandum of Transfer is issued.
- e. SDMC acknowledges that County is not required by this Agreement to land or take off at any location that does not have safe approach and departure corridors.
- f. Before SDMC references STAR Flight or the EMS helicopter services or uses any image of it, in any marketing or advertising, SDMC shall provide a copy to County through the STAR Flight Program Manager and the ES Coordinator, for its review and approval. County shall provide its conditions for approval, if any, within two business days after receipt of the copy. SDMC must include a statement similar to: "STAR Flight is a service provided by Austin-Travis County EMS System" in all marketing or advertising by SDMC that references STAR Flight or the EMS helicopter. This statement must be featured in a manner that is easily recognizable by a viewer, reader or listener under ordinary circumstances.
- g. SDMC shall provide County with a copy of the Memorandum of Transfer and the admissions summary with statement of medical necessity for air transport included and if not provided in these documents, the following additional information for billing purposes:

- Patient Name
- Patient Age
- Patient Date of Birth
- Patient Sex
- Patient's Residential Address
- Patient's County of Residence
- Patient's Phone Number
- Patient's Guardian or Next of Kin
- Patient's Primary Insurance- Name
- Patient's Primary Insurance- Policy and/or Group Number
- Patient's Primary Insurance- Address
- Patient's Supplemental Insurance- Name
- Patient's Supplemental Insurance- Policy and/or Group Number
- Patient's Supplemental Insurance- Address
- Guarantor Name
- Guarantor Date of Birth
- Guarantor Social Security Number
- Guarantor Relationship to Patient

If additional information is reasonably necessary for County to bill the patients for any Transport Flight, SDMC shall use its good faith efforts to provide it.

- h. Exclusion from Participation. SDMC represents and warrants to County and Pediatrix that neither SDMC nor any person or entity providing services on behalf of SDMC under this Agreement has ever been excluded from participation in any federal or state health benefits program or any other governmental program (including, without limitation, Medicare, Medicaid, or CHAMPUS) as may be identified on the OIG, GSA or other excluded provider list. SDMC shall immediately notify County and Pediatrix in writing if any exclusion from program participation is recommended, initiated or implemented with respect to SDMC or any person or entity providing services on behalf of SDMC. Despite any other provision of this Agreement, County or Pediatrix may terminate this Agreement immediately upon exclusion from any of these programs.
- i. SDMC acknowledges that unscheduled maintenance requirements that might necessitate the County helicopter being out of service and the lack of availability of a helicopter for a continuous period of seven (7) days or less is not a breach under this Agreement. County shall advise SDMC if the anticipated out of service time is more than two hours. County agrees that the requirements of Section IV, letter "a" shall not apply during periods when the County helicopter is out of service for more than 24 hours.

VI. OBLIGATIONS OF PEDIATRIX

- a. Pediatrix may request that Neonatologists and Neonatal Nurse Practitioners fly on NICU Transport Flights to provide assistance with, and, in the case of Neonatologist, direction of the care of a neonatal patient.
- b. Pediatrix shall instruct the Neonatologists and Neonatal Nurse Practitioners to comply with the direction and supervision by the Pilot in command (as defined by the FAA) to the extent required by FAA regulations, the Travis County Operations Manual and this Agreement.
- c. If not in flight, Pediatrix shall ensure that medical direction is provided to the Transport Team through a Neonatologist or MFM by off-line medical control established in the SDMC Standards of Care Manual. If on-line medical control is requested or consulted, the Neonatologist or MFM on-call at SDMC shall advise about patient care by radio or telephone communications.
- d. Pediatrix acknowledges that County is not required by this Agreement to land or take off at any location that does not have safe approach and departure corridors.
- e. Before Pediatrix references STAR Flight or the EMS helicopter services or uses any image of it, in any marketing or advertising, Pediatrix shall provide a copy to County through the STAR Flight Program Manager and the ES Coordinator, for

its review and approval. County shall provide its conditions for approval, if any, within two business days after receipt of the copy. Pediatrix must include a statement similar to: "STAR Flight is a service provided by Austin-Travis County EMS System" in all marketing or advertising by Pediatrix that references STAR Flight or the EMS helicopter. This statement must be featured in a manner that is easily recognizable by a viewer, reader or listener under ordinary circumstances.

- f. Exclusion from Participation. Pediatrix represents and warrants to County and SDMC that neither Pediatrix nor any person or entity providing services on behalf of Pediatrix under this Agreement has ever been excluded from participation in any federal or state health benefits program or any other governmental program (including, without limitation, Medicare, Medicaid, or CHAMPUS) as may be identified on the OIG, GSA or other excluded provider list. Pediatrix shall immediately notify County and SDMC in writing if any exclusion from program participation is recommended, initiated or implemented with respect to Pediatrix or any person or entity providing services on behalf of Pediatrix. Despite any other provision of this Agreement, County or SDMC may terminate this Agreement immediately upon exclusion from any of these programs.
- g. Pediatrix acknowledges that unscheduled maintenance requirements that might necessitate the County helicopter being out of service and lack of availability of a helicopter is not breach under this Agreement.

VII. BILLING

- a. Each party shall, as appropriate and in compliance with applicable law, separately bill the appropriate payor or patient family for services provided under this Agreement. County bills for helicopter transports. SDMC bills for the specialty medical services provided by the Transport team. Neither SDMC nor Pediatrix shall separately compensate County for services provided under this Agreement.

VIII. INSURANCE AND LIABILITY

- a. Throughout the entire term of this Agreement, County shall maintain, at its own expense, commercial aviation liability insurance covering the services provided by County and its employees pursuant to this Agreement in the minimum amount of \$ 10 million on the helicopters used for STAR Flight.
- b. SDMC shall purchase and maintain, throughout the entire term of this Agreement, insurance covering the services provided by SDMC, the Transport team, and SDMC's employees pursuant to this Agreement with coverage in the amounts set forth below:

General Liability:	Minimum coverage of \$2 million per occurrence, \$3 million annual aggregate
Professional Medical	Minimum coverage of \$1 million per

Malpractice Liability: **occurrence, \$3 million annual aggregate**

- c. Pediatrix shall purchase and maintain, throughout the entire term of this Agreement insurance covering the medical staff providing services under this Agreement with coverage in the amounts set forth below.

Professional Medical
Malpractice Liability: **\$1 million per claim, \$3 million per year,
subject to applicable aggregates**

IX. HIPAA

- a. During the performance of this Agreement, each party may learn or receive from another party, or create or receive on behalf of another party, patient healthcare, billing, or other confidential patient information (Patient Information). Patient Information, as the term is used in this Agreement, includes all "Protected Health Information," as that term is defined in 45 CFR 164.501. Each party shall comply with all laws, rules and regulations relating to the confidentiality of Patient Information, including the applicable provisions of Texas law and the privacy and security regulations promulgated pursuant to Health Insurance Portability and Accountability Act of 1996 (HIPAA).

X. TERMINATION

- a. **Termination With Cause:** Any party may terminate this Agreement, in whole or in part, based on a material breach of this Agreement by one of the parties, after providing that breaching party written notice of the breach if the breach is not cured within thirty (30) days. The notice of breach must state the decision to terminate this Agreement if the breach is not cured, the effective date of termination, and, in the case of a partial termination, the portion of the Agreement to be terminated.
- b. **Termination Without Cause:** Any party may terminate this Agreement, in whole or in part, without cause by giving written notice of termination to the other parties at least ninety (90) days before the effective date of termination. The notice must state the decision to terminate this Agreement, the effective date of termination, and, in the case of partial termination, the portion of the Agreement to be terminated.

XI. OTHER TERMS AND CONDITIONS

- a. Waiver of Breach: Waiver of any breach of this Agreement by a party shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or any other provision of this Agreement. It is acknowledged by SDMC and Pediatrix that no officer, agent, employee or representative of County has the authority to grant such waiver unless expressly granted that specific authority by the Commissioners Court.

- b. Assignment: No party shall assign or transfer its rights, duties, or obligations under this Agreement without prior written consent of the duly authorized representative of each of the other parties, and any attempt at assignment without consent shall be void. It is acknowledged by SDMC and Pediatrix that no officer, agent, employee or representative of County has the authority to grant such assignment or transfer unless expressly granted that specific authority by the Commissioners Court.
- c. Severability: If a provision of this Agreement is rendered invalid or unenforceable, the parties may, by mutual written agreement, amend this Agreement, and the remaining provisions of the Agreement shall be valid and enforceable. In the alternative, the parties may, by mutual written consent, agree to terminate the Agreement in its entirety. It is acknowledged by SDMC and Pediatrix that no officer, agent, employee or representative of County has the authority to grant such termination unless expressly granted that specific authority by the Commissioners Court.
- d. Governing Law: Irrespective of the conflict of laws doctrine, this Agreement shall be governed, construed and enforced pursuant to and in accordance with the laws of the State of Texas. All duties and obligations of the parties created under this Agreement are performable in Travis County, Texas, and Travis County, Texas shall be the sole and exclusive venue for any litigation or other proceeding between the parties that may be brought or arise out of this Agreement.
- e. Entire agreement: This is the entire agreement between the parties with respect to the services provided under it and it superseded all prior agreements, proposals, or any understanding about these services, whether written or oral.
- f. Termination or Amendment of Relationship between SDMC and Pediatrix as a Result of Governmental Regulation: Nothing in this paragraph gives either Pediatrix or SDMC any right to amend or terminate this Agreement in relation to County unless County agrees in writing to the amendment or termination. Pediatrix and SDMC acknowledge and agree that this Agreement is intended to comply with all state and federal laws and regulations regarding Medicare and Medicaid fraud and abuse, SDMC's status as a recipient of governmental or private funds for the provision of health care services, and SDMC's ability to engage Pediatrix under the terms of this Agreement. SDMC shall have the right to terminate or unilaterally amend this Agreement to alter its relationship with Pediatrix without liability, if on the advice of counsel, it determines, in its reasonable judgment, that the terms of this Agreement more likely than not would be interpreted to violate any laws or regulations applicable to it, which, if violated would jeopardize SDMC's status as a recipient of governmental or private funds for the provision of health care services or SDMC's ability to continue Pediatrix's engagement under this Agreement. Notwithstanding SDMC's right to terminate, SDMC shall first use its reasonable efforts to amend

this Agreement only to the extent necessary to conform the potentially violative terms to the applicable law or regulation, and will only terminate this Agreement pursuant to this Section if it determines, in its reasonable judgment, that an amendment cannot be obtained or will not result in compliance. Pediatrix shall have the right to consent to any amendment proposed pursuant to this Section, but Pediatrix shall not unreasonably withhold Pediatrix's consent. If Pediatrix reasonably withholds Pediatrix's consent to an amendment proposed pursuant to this Section, then this Agreement shall terminate. SDMC and Pediatrix agree that Pediatrix's withholding of consent shall be deemed reasonable if the proposed amendment would result in a material adverse economic effect on Pediatrix.

- g. Reference: SDMC and Pediatrix acknowledge the existence of other current agreements between SDMC, on the one hand, and either Pediatrix, one or more of Pediatrix's employed Neonatologists/MFM's, or one or more of the immediate family members of Pediatrix's employed Neonatologists/MFM's, on the other hand, as listed on the SDMC version (St. David's Healthcare Network Physician Contract Database). SDMC and Pediatrix further acknowledge that this list represents all such other agreements.

XII. PROCEDURE FOR NOTICE

- a. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing. The notice is deemed to have been given immediately if delivered in person to the party to whom the notice is given. The notice is deemed to have been given 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 specified in this section.
- b. The address of County for all purposes under this contract is:

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 Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767-1748

And to:

Cyd Grimes, C.P.M. (or her successor)
Purchasing Agent
P.O. Box 1748
Austin, Texas 78767-1748

- c. The address of SDMC for all purposes under this contract is:

C. David Huffstutler
Chief Executive Officer
St. David's Medical Center
1025 East 32nd Street
Austin, Texas 78705

- d. The address of Pediatrix for all purposes under this contract is:

PEDIATRIX MEDICAL SERVICE, INC. D/B/A PEDIATRIX
MEDICAL GROUP OF TEXAS
3001 E. President George Bush Turnpike, Suite 250
Richardson, Texas 75082
ATTN: Regional President

With copy to (registered or certified mail with return is not required)

PEDIATRIX MEDICAL SERVICES, INC. D/B/A PEDIATRIX
MEDICAL GROUP OF TEXAS
1301 Concord Terrace
Sunrise, Florida 33323
ATTN: General Counsel

- e. Each party may change the address for notice to it by giving notice of the change in compliance with this section.

XIII. NO REFERRAL.

- a. The parties acknowledge that none of the benefits granted to County, SDMC, or Pediatrix are conditioned upon the requirement that County, SDMC, or Pediatrix make medical referrals to, be in the position to make or influence medical referrals to, or otherwise generate business for County, SDMC, or Pediatrix. The parties further acknowledge that no Sending Hospital or physician at any Sending Hospital is restricted from referring any patient to, or otherwise generating any business for, any other facility of its choosing. The parties understand and acknowledge that the choice of services and the choice of service providers made by the patients must be, and will be, made only with regard to the best interests of each patient.

XIV. DUPLICATE ORIGINALS

a. This Agreement is executed in multiple originals.

ST. DAVID'S HEALTHCARE PARTNERSHIP, L.P., LLP
d/b/a ST. DAVID'S MEDICAL CENTER

By: _____ Date: _____
C. David Huffstutler
CEO St. David's Medical Center

TRAVIS COUNTY, A POLITICAL SUBDIVISION
OF THE STATE OF TEXAS

By: _____ Date: _____
Samuel T. Biscoe
County Judge

PEDIATRIX MEDICAL SERVICE, INC.
d/b/a PEDIATRIX MEDICAL GROUP OF TEXAS

By: _____ Date: _____
Michael Stanley, M.D.
President

ITEM # 25

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

Whereas, it appears to the Commissioners Court of Travis County, Texas that there are sufficient funds on hand over and above those of immediate need for operating demand,

Now, Therefore, the Commissioners Court hereby orders

- 1.) that the County Treasurer of Travis County, Texas execute the investment of these funds in the total amount of \$1,115,000.00 in legally authorized securities as stipulated in the Travis County Investment Policy for the periods as indicated in Attachment A which consists of 10 pages.
- 2.) that the County Treasurer take and hold in safekeeping these investment instruments, relinquishing same only by order of the Court or for surrender at maturity.

Date: May 27, 2008

COUNTY JUDGE

COMMISSIONER, PRECINCT 1

COMMISSIONER, PRECINCT 2

COMMISSIONER, PRECINCT 3

COMMISSIONER, PRECINCT 4

ATTACHMENT A

TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 5/22/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TexasDAILY	FUND NAME:	OPERATING ACCOUNT
PAR VALUE:	\$ 281,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE:	N/A	BOND EQ. YIELD:	2.3300%
PRINCIPAL:	\$ 281,000.00	PURCHASED THROUGH:	TexasDAILY
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	\$ 281,000.00 =====	CUSIP #:	N/A
TRADE DATE:	5/22/2008	SETTLEMENT DATE:	5/22/2008

AUTHORIZED BY:


CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION:	Texas Daily		
PAR VALUE:	\$281,000.00		
SETTLEMENT DATE:	05/22/08	INTEREST RATE:	2.3300%
FUND#	FUND NAME	AMOUNT INVESTED	
899	OPERATING ACCOUNT	\$281,000.00	
TOTAL DUE:	\$281,000.00		

ATTACHMENT A

TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 05/21/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TEXPOOL	FUND NAME:	POOLED BOND
PAR VALUE:	210,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE:	N/A	BOND EQ. YIELD:	2.2480%
PRINCIPAL:	210,000.00	PURCHASED THRU:	TEXPOOL
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	210,000.00	CUSIP #:	N/A
TRADE DATE:	05/21/2008	SETTLEMENT DATE:	05/21/2008

AUTHORIZED BY:


CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TEXPOOL

PAR VALUE:\$210,000.00

SETTLEMENT DATE:05/21/2008

INTEREST RATE:2.2480

FUND#	FUND NAME	AMOUNT INVESTED
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897	POOLED BOND FUND	\$210,000.00
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TOTAL DUE: \$210,000.00

ATTACHMENT A

TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM


DATE: 05/21/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TexasDAILY	FUND NAME:	OPERATING ACCOUNT
PAR VALUE:	\$ 490,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE:	N/A	BOND EQ. YIELD:	2.47%
PRINCIPAL:	\$ 490,000.00	PURCHASED THROUGH:	TexasDAILY
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	\$ 490,000.00 =====	CUSIP #:	N/A
TRADE DATE:	05/21/2008	SETTLEMENT DATE:	05/21/2008

AUTHORIZED BY:



CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TexasDAILY

PAR VALUE:\$490,000.00

SETTLEMENT DATE:05/21/2008

INTEREST RATE:2.47

FUND#	FUND NAME	AMOUNT INVESTED
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899	OPERATING ACCOUNT	\$490,000.00
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TOTAL DUE:		\$490,000.00
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ATTACHMENT A

TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 05/20/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TexasDAILY	FUND NAME:	OPERATING ACCOUNT
PAR VALUE:	\$ 34,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE:	N/A	BOND EQ. YIELD:	2.32%
PRINCIPAL:	\$ 34,000.00	PURCHASED THROUGH:	TexasDAILY
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	\$ 34,000.00 =====	CUSIP #:	N/A
TRADE DATE:	05/20/2008	SETTLEMENT DATE:	05/20/2008

AUTHORIZED BY:


CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TexasDAILY

PAR VALUE:\$34,000.00

SETTLEMENT DATE:05/20/2008

INTEREST RATE:2.32

FUND#	FUND NAME	AMOUNT INVESTED
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899	OPERATING ACCOUNT	\$34,000.00
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TOTAL DUE:		\$34,000.00
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ATTACHMENT A

TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 5/19/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TexSTAR	FUND NAME:	Pooled Bond
PAR VALUE:	100,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	2.1780%
PRINCIPAL:	100,000.00	PURCHASED THRU:	TexSTAR
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	100,000.00	CUSIP #:	N/A
TRADE DATE:	5/19/2008	SETTLEMENT DATE:	5/19/2008

AUTHORIZED BY:


CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TexStar
PAR VALUE: \$100,000.00
SETTLEMENT DATE: 05/19/08 INTEREST RATE: 2.1780%

FUND#	FUND NAME	AMOUNT INVESTED
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897	POOLED BOND FUND	\$100,000.00
-----	------------------	--------------

TOTAL DUE: \$100,000.00

TRAVIS COUNTY INVESTMENT REPORT
 PORTFOLIO STATISTICS
 DATE: May 23, 2008

By Fund Type		
Operating	\$ 368,948,343.12	61.82%
Debt Service	24,775,025.35	4.15%
Pooled Bond Fund	203,005,770.14	34.02%
Other	65,397.54	0.01%
Total Portfolio	<u>\$ 596,794,536.15</u>	<u>100.00%</u>

By Security Type		
Operating-		
Government Agencies	\$ 243,084,984.96	65.89%
Government Treasuries	9,942,951.76	2.69%
Certificates of Deposit	2,097.52	0.00%
Commercial Paper	9,802,152.78	2.66%
TexasDAILY	56,957,122.91	15.44%
TexSTAR	9,161,192.07	2.48%
TexPool	39,997,841.12	10.84%
Total	<u>\$ 368,948,343.12</u>	<u>100.00%</u>

Debt Service-		
Government Agencies	0.00	0.00%
TexSTAR	10,919,915.06	44.08%
TexPool	13,855,110.29	55.92%
Total	<u>\$ 24,775,025.35</u>	<u>100.00%</u>

Pooled Bond Fund-		
Government Agencies	\$ 148,155,369.80	72.98%
Government Treasuries	21,866,167.05	10.77%
TexSTAR	7,604,899.70	3.75%
TexPool	25,379,333.59	12.50%
Total	<u>\$ 203,005,770.14</u>	<u>100.00%</u>

Other-		
Certificates of Deposit	\$ 65,397.54	100.00%
	<u>\$ 65,397.54</u>	<u>100.00%</u>

Summary	Investment	Actual	Guidelines
Combined Portfolio-			
Certificates of Deposit	\$ 67,495.06	0.01%	50.00%
Government Agencies	391,240,354.76	65.56%	75.00%
Government Treasuries	31,809,118.81	5.33%	100.00%
Commercial Paper	9,802,152.78	1.64%	20.00%
Texas DAILY	56,957,122.91	9.54%	20.00%
TexSTAR	27,686,006.83	4.64%	20.00%
TexPool	79,232,285.00	13.28%	60.00%
Total	<u>\$ 596,794,536.15</u>	<u>100.00%</u>	

Commercial Paper by Firm as a Percentage of Portfolio	Investment	Actual	Guidelines
---	------------	--------	------------

Operating-

General Electric Capital Services	<u>9,802,152.78</u>	<u>2.66%</u>	5.00%
Total Operating	<u>\$ 9,802,152.78</u>	<u>2.66%</u>	

Combined Portfolio-

General Electric Capital Services	<u>9,802,152.78</u>	<u>1.64%</u>	5.00%
Total Combined Portfolio	<u>\$ 9,802,152.78</u>	<u>1.64%</u>	20.00%

WS# 26
VS# 26

RECEIVED
COUNTY JUDGE'S OFFICE
TRAVIS COUNTY COMMISSIONER COURT
AGENDA REQUEST

08 MAY 19 PM 1:27

Please consider the following item for: Voting Session May 27, 2008

- I. A. Request made by County Auditor's Office, telephone number 854-9125.
- B. Requested text: Revenue and expenditure reports for the month of April 2008.
- C. Approved by: _____
Signature of Commissioner or Judge.

- II. A. Copies reports delivered to Commissioners on May 19, 2008.
- B. Have the agencies affected by this request been invited to attend the work session?
Yes ___ No X Please list those contacted and their phone numbers :

III. PERSONNEL:

___ A change in your department 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 Human Resource Management Department, and / or the Planning and Budget Office must be notified prior to the 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 p.m. on Tuesdays for the following week's meeting.

27

RECEIVED
COUNTY JUDGE'S OFFICE
VS# _____


08 MAY 19 AM 11:17

TRAVIS COUNTY COMMISSIONERS COURT

AGENDA REQUEST

Please consider the following item for: (fill in date of meeting in blank)

VOTING SESSION May 27, 2008 EXEC. SESSION _____

I. A. Request made by 

Susan Spataro, County Auditor PH# 49125

B. Requested Text:

Receive and discuss as necessary the First Revenue Estimate for the FY 2009 Budget Process

County Judge or Commissioner

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 eight copies)

B. Have the agencies affected by this request been invited to attend the Voting Session?
Yes X No Please list those contacted and their phone numbers:

Rodney D. Rhoades, Exec Mgr, PBO X 49465
Leroy Nellis, Budget Manager X 49066

III. PERSONNEL

_____ A change in your department's personnel

IV. BUDGET REQUESTS

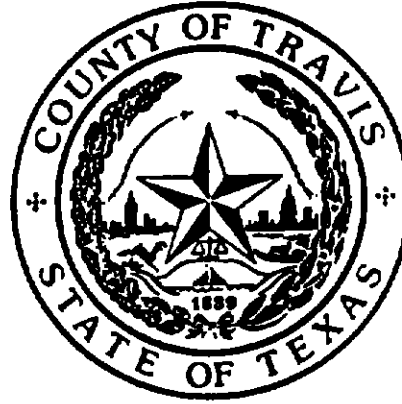
If your request involves any of the following please check appropriately:

- Additional funding for your department
- Transfer of funds within your department budget
- A change in your department's personnel

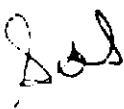
All agenda requests and backup materials must be submitted to County Judge's office by Monday, 5:00 p.m. for next week's meeting.

TRAVIS COUNTY
AUDITOR'S OFFICE

SUSAN A. SPATARO, CPA, CMA
COUNTY AUDITOR



TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-9164

To: Commissioners Court
From: Susan Spataro 
County Auditor
Subject: First Revenue Estimate for FY 2009
Date: May 19, 2008

Attached is the First Revenue Estimate for this summer's budget process. As in years past, this is a broad-brush estimate for the General Fund only. We have not yet had time to analyze in any detail all the information submitted to us from the county's offices and departments; but, making use of current year forecasts, we believe that we can give you a useful first look at next year's resources.

THE PROCESS

The format should be familiar to you. There are two parts: in the first section, we forecast the ending balance for FY 2008; in the second, we estimate resources available to you for next year.

We are using the M&O portion of the total tax rate of 40.69 cents; this rate, requested by the Planning & Budget Office (PBO), is 2.50% higher than the total FY 2009 Effective Tax Rate of 39.70 cents. For Other Revenues for next year, we started with the forecasted revenue for this year and amended it for known significant differences to reflect what we think will be next year's revenue.

FY 2008 FORECAST

The General Fund available balance as of April 30th was \$186.8 million. We are forecasting current revenues for the year to be \$366 million, of which \$326.8 million has been collected already. PBO is forecasting total expenditures and encumbrances of approximately \$401.7 million. On April 30th \$229.1 million had already been obligated, leaving an additional \$172.6 million to be spent during the final five months of the fiscal year. Taken together, the Fund Balance plus additional revenues less additional expenditures gives us an estimated ending

balance of \$53.4 million to carry over as the beginning balance for FY 2009. This figure is about \$18.7 million less than the budgeted figure for the current fiscal year. However, remember that the Recapitulation of the FY 2008 budget envisioned an Unallocated Reserve (a theoretical Ending Balance) of only \$40.35 million, so we are well ahead of that.

FY 2009 REVENUE

The tax revenue for next budget year is \$306.5 million; and this number is based upon an M&O tax rate of 33.22 cents, a reduction of .83 cents from the FY 2008 rate.

Let me note that our Current Property Tax revenue estimate is based upon (1) our returning to the pre-FY 2008 first-year cash collection estimate of **98.5%** and (2) making an allowance in our contra account line item for increased Refunds. With the economy in a downturn, I think that it is financially prudent at this time to lean to the conservative side. Rest assured that we will consider revising these assumptions later in the budget process if they prove to be unnecessarily cautious. I would much rather offer you more revenue later in the process than less.

The Other Revenues takes the \$79.36 million forecasted amount for this year and makes adjustments. The major items:

➤ We are assuming that Interest revenue will decrease next year since the Federal Reserve has lowered short term interest rates.

➤ We have allowed for the increased revenue from Tax Collection Commissions. This revenue is the auto sales tax portion of Auto Registrations that has gone to the Road and Bridge Fund but is now being moved, over a 10-year period, to the General Fund. In FY 2006 as required by the State, 10% of the auto sales tax was included in the General Fund, and this percentage will continue to increase by 10% each year. Each 10% represents approximately \$600,000.

➤ We are not at this moment assuming a States Criminal Alien Assistance Program (SCAAP) grant. This revenue is certified at the time we are informed of a distribution.

Other Revenue, then, we estimated to be approximately \$77.3 million for FY 2009. This figure assumes that the Road & Bridge Fund transfers into the General Fund for next year other will remain the same, and that the grant-match portion of the CAPSO transfer will be available next year.

At this point, we are estimating next year's General Fund resources to be \$437.13 million. This represents a slight decrease on a budget-to-budget basis, but we feel that we have been conservative on revenues and PBO has taken the same stance on this year's expenditures.

Let me stress that this is the first of several estimates that we will make during the FY 2009 budget process, and that things can and will change as we go along. However, I hope that this First Estimate gives you some financial framework for your early discussions.

attachment

FIRST GENERAL FUND REVENUE ESTIMATE FOR FY 2009

[At 33.22 cents, .99 cents above the M&O Portion of the Effective Tax Rate]

FY 2008	FY 2009
Fund Balance 4/30/08	Est. Fund Balance 10/1/08
\$ 186,805,137	\$ 53,391,214
Forecasted:	Plus: New Revenues
Current Property Taxes	\$ 383,741,805
Other Revenues	Current Property Taxes \$ 306,473,978
Forecasted Total Revenues	Other Revenues 77,267,827
\$ 366,000,000	Estimated New Revenues \$ 383,741,805
Less: Revenues YTD	Estimated Resources FY 2009
(326,812,890)	\$ 437,133,019
Plus: Additional Revenues	Budget-to-Budget Decrease
\$ 39,187,110	\$ (184,523)
Forecasted:	
Total Expenditures & Encumbrances (from PBO)	
Expenditures & Encumbrances YTD	
Additional Expenditures	
172,601,033	
Less: Additional Expenditures	
\$ (172,601,033)	
Estimated Fund Balance 9/30/08	
\$ 53,391,214	

#28

Travis County Commissioners Court Agenda Request

Voting Session 5/27/08
(Date)

Working Session 5/27/08
(Date)

FL

I. A. Request made by: COUNTY ATTORNEY ET Phone # 854-9513
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

RECEIVE BRIEFING FROM COUNTY ATTORNEY AND/OR TAKE APPROPRIATE ACTION IN; SANDRA LUNA, INDIVIDUALLY AND A/N/E KASANDRA LUNA V. CITY OF AUSTIN, TRAVIS COUNTY, AND MICHAEL HARLEY ALT (EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOVT. CODE ANN., SECTIONS 551.071(1)(A) AND 551.071(1)(B)).

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

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

Dan Mansour, Risk Management, 854-9499

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

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

County Attorney's Office (854-9513)

- _____ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGES OFFICE
08 MAY 19 PM 4:28

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

30

RECEIVED
COUNTY JUDGE'S OFFICE

Travis County Commissioners Court Agenda Request

Voting Session 05/27/08
(Date)

Working Session 08 MAY 12 PM 2:27
05/27/08
(Date)

I. A. Request made by: COUNTY ATTORNEY (LABADIE) Phone # 854-9513
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:
RECEIVE LEGAL BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION ON SUIT AGAINST VALDEZ REMODELING & WEATHERIZATION, INC. AND NAUTILUS INS. CO. FOR WATER DAMAGE TO RESIDENCE AT 1405 CANTERBURY, AUSTIN, TEXAS OCCURING ON MAY 4, 2006. EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOV'T CODE ANN. 551.071(1)(A).

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

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

Alicia Perez, Executive Manager, ADMIN. OPS. 854-9343

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

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

County Attorney's Office (854-9415)

- X Contract, Agreement, Policy & Procedure

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

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

31 ✓

Voting Session: May 27, 2008

A. Request made by: Stephen H. Capelle, Asst. County Atty *SAC* Phone #: 854-9513
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: CONSIDER BRIEFING FROM THE COUNTY ATTORNEY REGARDING THE PENDING LITIGATION IN TRAVIS COUNTY, TEXAS AND STATE OF TEXAS VS. COLDWATER DEVELOPMENT LTD. AND RODMAN EXCAVATION, INC., ET AL. AND/OR TAKE APPROPRIATE ACTION. (EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOVT. CODE ANN., SECTIONS 551.071(1)(A) AND 551.071(1)(B))

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:

Joe Gieselman, Executive Mgr., TNR, 854-9383

RECEIVED
COUNTY JUDGE'S OFFICE
08 MAY 21 AM 10:16

III. Required Authorizations: Please check if applicable.

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

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

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

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

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 3:00pm on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

C2

Travis County Commissioners Court Agenda Request

Voting Session Tuesday, May 27, 2008
(Date)

Work Session _____
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Commissioners Court Minutes for the
Voting Session of May 6, 2008**

C. Approved By: 
Dana DeBeauvoir, Travis County Clerk

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

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

III. Is back-up material attached? YES

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum
and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on
Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the
next subsequent meeting.

MINUTES OF MEETING MAY 6, 2008

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 6th day of May 2008, the Commissioners' Court convened the Voting Session at 9:17 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court record notes that Precinct Four Commissioner Margaret Gómez was not present during this Voting Session.

The Commissioners Court recessed the Voting Session at 12:06 PM.

The Commissioners Court, meeting as the Northwest Travis County Road District #3 (Golden Triangle), convened at 1:43 PM and adjourned at 1:44 PM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation, convened at 1:44 PM and adjourned at 1:44 PM.

The Commissioners Court, meeting as the Travis County Health Facilities Development Corporation, convened at 1:44 PM and adjourned at 1:45 PM.

The Commissioners Court reconvened the Voting Session at 1:45 PM.

The Commissioners Court retired to Executive Session at 2:34 PM.

The Commissioners Court reconvened the Voting Session at 3:47 PM.

The Commissioners Court adjourned the Voting Session at 3:51 PM.

PUBLIC HEARINGS

- 1. RECEIVE COMMENTS REGARDING THE FOLLOWING: (9:18 AM)
 - A. REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE A 25 FOOT WIDE DRAINAGE EASEMENT CENTERED ALONG THE COMMON LOT LINE OF LOTS 1 AND 2 OF THE RESUBDIVISION OF LOTS 260, 261, 262, 263, 264, 265, 266 AND 267 OF TRAVIS SETTLEMENT, SECTION FOUR; AND
 - B. A PLAT FOR RECORDING IN PRECINCT THREE: THE VILLAS ON BLACKSMITH COVE, THE REVISED PLAT OF LOTS 1 AND 2 OF THE RESUBDIVISION OF LOTS 260, 261, 262, 263, 264, 265, 266 AND 267, TRAVIS SETTLEMENT, SECTION FOUR (5 TOTAL LOTS). (COMMISSIONER DAUGHERTY) (ACTION ITEM #17)

Clerk's Note: This Item is a public hearing to receive comments. Please refer to Agenda Item 17 for a summary of the action item.

Motion by Commissioner Daugherty and seconded by Commissioner Davis to open the public hearing.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

Members of the Court heard from: Anna Bowlin, Program Manager, Planning and Engineering, Transportation and Natural Resources (TNR); Debbie Norman, Travis Settlement Resident; and Ross Frie, President, Frie Planning and Development Concepts LLC.

Motion by Commissioner Daugherty and seconded by Commissioner Davis to close the public hearing.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

CITIZENS COMMUNICATION

Members of the Court heard from: Leroy Nellis, Budget Manager, Planning and Budget Office (PBO); Rodney Rhoades, Executive Manager, PBO; Jimmy Castro, Travis County Resident; Gus Peña, Travis County Resident; Vickie Karp, Director, Public Relations, VoteRescue; Larry Nelson, VoteRescue; Karen Renick, Founder, VoteRescue; Hector Del Toro, VoteRescue; Lee LeTeff, VoteRescue; Linda Greene, VoteRescue; Paul Davis, VoteRescue; Nancy Robbins, VoteRescue; Karen Kreps, VoteRescue; Melissa Gonzales, VoteRescue; Jim Stutsman, VoteRescue; Katie Brewer, VoteRescue; John Hille, Assistant County Attorney; Jennifer Gale, Travis County Resident; and Mary Krennek, VoteRescue. (9:36 AM)

CONSENT ITEMS

Motion by Commissioner Davis and seconded by Commissioner Daugherty to approve the following Consent Items: C1-C3 and Items 4, 6, 7, 9, 10, 11, 12, 13, 14, 15, 20, 21, and 24. (10:50 AM)

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

- C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.
- C2. REAPPOINT NIKKI C. SIMMS TO THE TRAVIS COUNTY CHILDREN'S PROTECTIVE SERVICES BOARD EFFECTIVE IMMEDIATELY THROUGH MAY 2011. (COMMISSIONER DAVIS)
- C3. APPROVE COMMISSIONERS COURT MINUTES FOR VOTING SESSION OF APRIL 22, 2008.

RESOLUTIONS AND PROCLAMATIONS

- 2. APPROVE RESOLUTION RECOGNIZING THE MONTH OF MAY 2008 AS "MENTAL HEALTH MONTH" AND MAY 8, 2008 AS "CHILDREN'S MENTAL HEALTH AWARENESS DAY" IN TRAVIS COUNTY. (10:33 AM)

Members of the Court heard from: Sherri Fleming, Executive Manager, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS); Pamela Thomas, Office of Children Services, Travis County Health and Human Services (TCHHS); Christina Kuehn, The Children's Partnership; Princess Katana, Project Director, The Children's Partnership; Gail Penney-Chapmond, Juvenile Probation; Linda Dukes, Social Services Program Coordinator, Juvenile Probation; Gloria Peterson, Office of Children Services, TCHHS; and Vena Wedge, The Children's Partnership.

Motion by Judge Biscoe and seconded by Commissioner Davis to approve the Resolution in Item 2.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

- 3. A. DECLARE TUESDAY, MAY 6, 2008 AS "TRAVIS COUNTY EMPLOYEE RECOGNITION DAY"; AND
- B. PRESENT CERTIFICATES OF RECOGNITION TO EMPLOYEES WHO COMPLETED 20, 25 AND 30 YEARS OF SERVICE DURING 2007. (10:37 AM)

Members of the Court heard from: Linda Moore Smith, Director, Human Resources Management Department (HRMD); and Karen Steitle, Human Resources Specialist Senior, HRMD.

Motion by Judge Biscoe and seconded by Commissioner Davis to approve Item 3.A.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

ITEM 3 CONTINUED

Clerk's Note: The Court handed out Certificates of Recognition and pins to employees completing 20, 25 and 30 years of service.

Clerk's Note: Item 3.A was further discussed at 10:39 AM with a request by Commissioner Eckhardt that the Commissioners' Court record reflect a Corrected Vote on Item 3.A. Judge Biscoe instructed that the record show Commissioner Eckhardt voting yes on the Motion on Item 3.A. The Commissioners' Court record does reflect the Corrected Vote.

Corrected Vote:

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

PLANNING AND BUDGET DEPT. ITEMS

- 4. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (10:50 AM)

Clerk's Note: Item 4 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

5. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE: (11:55 AM)

- A. GRANT CONTRACT WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY FOR TRANSPORTATION AND NATURAL RESOURCES TO SUBMIT SPECIFIC PROJECT PROPOSALS RELATED TO AIR QUALITY IMPROVEMENTS;
- B. GRANT CONTRACT WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY FOR TRANSPORTATION AND NATURAL RESOURCES TO ADMINISTER THE LOW INCOME REPAIR ASSISTANCE, RETROFIT, AND ACCELERATED VEHICLE RETIREMENT PROGRAM (LIRAP) TO REDUCE HARMFUL VEHICLE AIR EMISSIONS AND COMPLY WITH THE FEDERAL CLEAN AIR ACT;
- C. GRANT CONTRACT WITH THE EMERGENCY FOOD AND SHELTER BOARD FOR HEALTH AND HUMAN SERVICES AND VETERAN SERVICES TO CONTINUE THE EMERGENCY UTILITY ASSISTANCE PROGRAM;
- D. GRANT CONTRACT WITH THE RETIRED SENIORS VOLUNTEER PROGRAM ADVISORY COUNCIL FOR HEALTH AND HUMAN SERVICES AND VETERAN SERVICES TO PARTIALLY FUND THE COST OF A PART TIME STAFF POSITION TO WORK WITH THE SENIOR VOLUNTEER CHILDREN IMMUNIZATION PROGRAM; AND
- E. GRANT CONTRACT WITH THE CORPORATION FOR NATIONAL AND COMMUNITY SERVICE FOR HEALTH AND HUMAN SERVICES AND VETERAN SERVICES TO SUPPORT THE RETIRED SENIORS VOLUNTEER PROGRAM.

Clerk's Note: Items 5.A-E are associated with one another and were called for concurrent discussion.

Motion by Commissioner Davis **and seconded by** Judge Biscoe to approve Items 5.A-E.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

ADMINISTRATIVE OPERATIONS ITEMS

6. 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 \$358,491.96 FOR THE PERIOD OF APRIL 18 TO APRIL 24, 2008. (10:50 AM)

Clerk's Note: Item 6 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

7. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (10:50 AM)

Clerk's Note: Item 7 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

PURCHASING OFFICE ITEMS

8. DISCUSS AND TAKE APPROPRIATE ACTION ON REQUEST FOR SERVICES (RFS) SOLICITATION FOR LEGISLATIVE SERVICES AND AUTHORIZE PURCHASING AGENT TO ISSUE RFS. (1:45 PM)

Discussion only. No formal action taken.

Item 8 to be reposted on May 13, 2008.

9. APPROVE CONTRACT AWARD FOR EROSION CONTROL SERVICES, IFB NO. B080185DR, TO THE LOW BIDDER, BPI ENVIRONMENTAL SERVICES, INC. (TRANSPORTATION AND NATURAL RESOURCES) (10:50 AM)

Clerk's Note: Item 9 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

10. APPROVE SOLE SOURCE EXEMPTION AND CONTRACT AWARD WITH AUSTIN AMERICAN STATESMAN FOR NEWSPAPER ADVERTISING SERVICES. (PURCHASING OFFICE) (10:50 AM)

Clerk's Note: Item 10 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

11. APPROVE MODIFICATION NO. 2 TO CONTRACT NO. PS040259JW, MAXIMUS, INC., FOR INDIRECT COST ALLOCATION SERVICES. (PLANNING AND BUDGET OFFICE) (10:50 AM)

Clerk's Note: Item 11 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

Clerk's Note: The Court noted that modification No.2 to Contract PS040259JW would extend the contract until September 30, 2013.

12. APPROVE MODIFICATION NO. 1 TO INTERLOCAL NO. IL080041RE, AUSTIN COMMUNITY COLLEGE, FOR TRAINING SERVICES. (HEALTH, HUMAN SERVICES AND VETERANS' SERVICES) (10:50 AM)

Clerk's Note: Item 12 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

Clerk's Note: The Court noted that modification No.1 to Interlocal IL080041RE would decrease the contract from \$15,000.00 to \$5,000.00.

13. APPROVE MODIFICATION NO. 4 TO CONTRACT NO. PS000183KW, YOUTH AND FAMILY ALLIANCE D/B/A LIFEWORKS, FOR RESIDENTIAL TREATMENT SERVICES. (JUVENILE PROBATION) (10:50 AM)

Clerk's Note: Item 13 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 14. APPROVE MODIFICATION NO. 13 TO CONTRACT NO. CM040145LC, VISTA SOLUTIONS GROUP, FOR THE DOCUMENT IMAGING SYSTEM FOR THE COUNTY CLERK AND DISTRICT CLERK. (INFORMATION AND TELECOMMUNICATIONS SYSTEMS/DISTRICT CLERK/COUNTY CLERK) (10:50 AM)

Clerk's Note: Item 14 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 15. APPROVE CONTRACT AWARD FOR INTERACTIVE PRESENTATION SYSTEMS, RFP NO. P080080VC, TO THE HIGHEST QUALIFIED RESPONDENT, BEST BUY GOV, LLC. (HUMAN RESOURCES MANAGEMENT DEPARTMENT) (10:50 AM)

Clerk's Note: Item 15 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 16. CONSIDER AND TAKE APPROPRIATE ACTION ON RECOMMENDATION FOR CONTRACT AWARD FOR THIRD PARTY COLLECTIONS OF FINES AND FEES, RFS NO. S070312ML, TO THE TWO HIGHEST RANKED PROPOSERS, LINEBARGER AND MSB. (TAX OFFICE) (11:56 AM)

Members of the Court heard from: Barbara Wilson, Assistant County Attorney; and Cyd Grimes, Travis County Purchasing Agent.

Motion by Commissioner Daugherty **and seconded by** Commissioner Davis to approve Item 16.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	no
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

17. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE FOLLOWING: (9:33 AM)
 - A. REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE A 25 FOOT WIDE DRAINAGE EASEMENT CENTERED ALONG THE COMMON LOT LINE OF LOTS 1 AND 2 OF THE RESUBDIVISION OF LOTS 260, 261, 262, 263, 264, 265, 266 AND 267 OF TRAVIS SETTLEMENT, SECTION FOUR; AND
 - B. A PLAT FOR RECORDING IN PRECINCT THREE: THE VILLAS ON BLACKSMITH COVE, THE REVISED PLAT OF LOTS 1 AND 2 OF THE RESUBDIVISION OF LOTS 260, 261, 262, 263, 264, 265, 266 AND 267, TRAVIS SETTLEMENT, SECTION FOUR (5 TOTAL LOTS).
(COMMISSIONER DAUGHERTY)

Clerk's Note: Item 17 is the action item for the public hearing on Agenda Item 1.

Item 17 postponed until May 13, 2008.

18. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
(10:55 AM)

- A. A PLAT FOR RECORDING IN PRECINCT THREE: RESERVE AT WESTHILL PHASE I, A RESUBDIVISION OF LOT B2 (REMAINDER), NORTHWEST HILLS RANCH (5 TOTAL LOTS);
- B. RESERVE AT WESTHILL SUBDIVISION PRELIMINARY PLAN (13 TOTAL LOTS); AND
- C. A PLAT FOR RECORDING IN PRECINCT THREE: RESERVE AT WESTHILL PHASE II FINAL PLAT (13 TOTAL LOTS). (COMMISSIONER DAUGHERTY)

Clerk's Note: Items 18.A-C are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Anna Bowlin, Program Manager, Planning and Engineering, TNR; Jennifer Groody, Watershed Protection, City of Austin; Jim Sipowicz, Northwest Hills Ranch Resident; Chris Blackburn, Waterloo Development Inc.; Oguzhan Bayrak, Travis County Resident; James W. Collins, Executive Assistant, Travis County Attorney's Office; Tricia Sullivan, Northwest Hills Ranch Resident; and Katherine Bevins, Northwest Hills Ranch Resident.

Motion by Commissioner Daugherty **and seconded by** Judge Biscoe to approve Items 18.A-C.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

- 19. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING AN INTERLOCAL AGREEMENT BETWEEN TEXAS PARKS AND WILDLIFE DEPARTMENT AND TRAVIS COUNTY. (COMMISSIONER DAVIS) (10:53 AM)

Clerk's Note: The County Judge read the following announcement from the Travis County Auditor: "We request that the Court expressly state that the agreement was negotiated as an exception to the Purchasing Policy prior to its decision on approving the Interlocal Agreement". The Court was then handed a copy of the Travis County Purchasing Policy, which they were asked to waive by Susan Spataro, Travis County Auditor in order to make payment on the Interlocal Agreement.

Members of the Court heard from: Cyd Grimes, Travis County Purchasing Agent.

Motion by Judge Biscoe and seconded by Commissioner Daugherty that we acknowledge, that we waive the policy, and that we approve Item 19.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

Clerk's Note: The County Judge directed that all County managers follow Travis County Policies.

- 20. CONSIDER AND TAKE APPROPRIATE ACTION ON A PLAT FOR RECORDING IN PRECINCT THREE: THE OVERLOOK AT PAWNEE PASS FINAL PLAT (3 TOTAL LOTS). (COMMISSIONER DAUGHERTY) (10:50 AM)

Clerk's Note: Item 20 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 21. CONSIDER AND TAKE APPROPRIATE ACTION ON A CASH SECURITY AGREEMENT WITH MERITAGE HOMES CORPORATION FOR SIDEWALK FISCAL FOR STEINER RANCH PHASE 1, SECTION 9, A SUBDIVISION IN PRECINCT THREE. (COMMISSIONER DAUGHERTY) (10:50 AM)

Clerk's Note: Item 21 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

HEALTH AND HUMAN SERVICES DEPT. ITEMS

- 22. RECEIVE BRIEFING AND TAKE APPROPRIATE ACTION ON A REPORT FROM HEALTH AND HUMAN SERVICES AND VETERANS SERVICE ON THE NATIONAL ASSOCIATION OF COUNTIES' (NACO) PRESCRIPTION DISCOUNT CARD PROGRAM. (2:18 PM)

Members of the Court heard from: Sherri Fleming, Executive Manager, TCHHS&VS; and Ana Almaguel, Planner, TCHHS&VS.

Motion by Judge Biscoe and seconded by Commissioner Davis that we authorize Staff to take the next steps to find out exactly what is expected of Travis County to participate, and what the restrictions are, if any.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

Item 22 to be reposted on May 13, 2008.

23. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING RELATED TO THE 2009-2011 URBAN COUNTY RENEWAL FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS RECEIVED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT: (1:50 PM)

- A. WHETHER NON-PARTICIPATING, NON-METROPOLITAN CITIES WILL BE REQUESTED TO JOIN;
- B. CRITERIA FOR POTENTIAL PARTICIPATION;
- C. CORRESPONDENCE INFORMING CITIES AND VILLAGES ABOUT TRAVIS COUNTY'S PARTICIPATION IN THE URBAN COUNTY ENTITLEMENT PROGRAM; AND
- D. OTHER RELATED ISSUES.

Clerk's Note: Items 23.A-D are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Christy Moffett, Social Services Manager, Travis County Health and Human Services (TCHHS); Sherri Fleming, Executive Manager, TCHHS&VS; and Harvey Davis, Manager, Travis County Corporations.

Clerk's Note: The Court discussed the following changes to a letter to be sent to non-participating, non-metropolitan cities explaining why Travis County will not be asking them to join the Travis County Urban Re-qualification for Community Development Block Grant (CDBG);

- 1) That the County would be looking at re-evaluating the program over the next three years, and looking into building relationships with the municipalities during that time to facilitate inclusion; and ,
- 2) To explain that if the municipalities did join Travis County they would be cut off from applying for up to \$250,000.00 from the CDBG program, and by keeping the status quo there will be more money coming into the region.

Motion by Judge Biscoe and seconded by Commissioner Davis to approve Item 23.A, with all those changes we referred to.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

ITEM 23 CONTINUED

Clerk's Note: The Court discussed the following criteria for potential participation of non-metropolitan cities: "Travis County will not include additional non-metropolitan cities or villages in its urban county status as designated by U.S. Department of Housing and Urban Development (HUD) until such time as HUD requires it due to population numbers, or by action of the Travis County Commissioners Court", and to spend the next three years working on more specific criteria.

Motion by Judge Biscoe and seconded by Commissioner Davis to approve Item 23.B.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

Motion by Judge Biscoe and seconded by Commissioner Davis to approve Item 23.C, and to have Sherri Fleming, Executive Manager, TCHHS&VS sign the letter in Item 23.C, and indicate that the Court discussed and approved the correspondence.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

Clerk's Note: Item 23.D was not discussed.

OTHER ITEMS

24. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (10:50 AM)

Clerk's Note: Item 24 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 25. **CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A REQUEST FROM THE TEXAS DEPARTMENT OF TRANSPORTATION TO APPOINT A MEMBER TO THE I-35 SEGMENT CORRIDOR COMMITTEE. (1:47 PM)**

Discussion only. No formal action taken.

Item 8 to be reposted on May 13, 2008.

EXECUTIVE SESSION ITEMS

- Note 1 Gov't Code Ann 551.071, Consultation with Attorney
- Note 2 Gov't Code Ann 551.072, Real Property
- Note 3 Gov't Code Ann 551.074, Personnel Matters

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

- 26. **RECEIVE BRIEFING ON APPOINTMENT OF TRAVIS COUNTY FIRE MARSHAL. ³ (2:34 PM) (3:47 PM)**

Clerk's Note: Judge Biscoe announced that Item 26 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.074, Personnel Matters.

Discussion only. No formal action taken.

Item 26 to be reposted on May 13, 2008.

- 27. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING THE PENDING LITIGATION IN TRAVIS COUNTY, TEXAS AND STATE OF TEXAS VS. COLDWATER DEVELOPMENT LTD. AND RODMAN EXCAVATION, INC., ET AL. ¹ (2:34 PM) (3:48 PM)

Clerk's Note: Judge Biscoe announced that Item 27 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe and seconded by Commissioner Daugherty that we direct the County Attorney to get with our consultant and put together an open court discussion, and that we target next Tuesday, May 13, 2008, subject to the availability of the consultant, and that after our discussion next week we be prepared to take appropriate follow-up action and so the item will be posted to allow us to consider and take appropriate action.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

- 28. RECEIVE BRIEFING FROM THE COUNTY ATTORNEY REGARDING APPLICABILITY OF CITY PARKING ORDINANCES AND TAKE APPROPRIATE ACTION. ¹ (2:34 PM) (3:48 PM)

Clerk's Note: Judge Biscoe announced that Item 28 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe and seconded by Commissioner Davis that we request Joe Gieselman, Executive Manager, TNR to have a follow up discussion with the appropriate person at the City of Austin, to see what understanding, if any, exists today and whether that can be expanded to other County vehicles; further, that we give thought to the various appropriate elements of an appropriate policy regarding parking in the downtown area; to create a subcommittee to put a draft policy together made up of four individuals: John Hille, Assistant County Attorney, and any other Assistant City Managers that he deems appropriate, Cyd Grimes, Travis County Purchasing Agent, Joe Gieselman, Executive Manager, TNR, and Alicia Perez, Executive Manager, Administrative Operations.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

ADDED ITEM

- A1. RECEIVE LEGAL BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION TO ACCEPT, REJECT OR COUNTER SETTLEMENT DEMAND REGARDING NICOLE LEE. (THIS ITEM MAY BE DISCUSSED IN EXECUTIVE SESSION PURSUANT TO GOV'T CODE ANN. 551.071, CONSULTATION WITH ATTORNEY) (2:34 PM) (3:50 PM)

Motion by Judge Biscoe and seconded by Commissioner Davis that we counter the counter in the amount of \$2,000.00, and ask legal to communicate that to the other side.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

ADJOURNMENT

Motion by Commissioner Davis and seconded by Commissioner Daugherty to adjourn the Voting Session. (3:51 PM)

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

MINUTES APPROVED BY THE COMMISSIONERS' COURT

Date of Approval

Samuel T. Biscoe, Travis County Judge

C2

Travis County Commissioners Court Agenda Request

Voting Session May 27
Tuesday, June 3, 2008
(Date)

Work Session _____
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Commissioners Court Minutes for the
Voting Session of May 13, 2008**

C. Approved By: 
Dana DeBeauvoir, Travis County Clerk

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

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

III. Is back-up material attached? YES

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum
and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on
Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the
next subsequent meeting.

MINUTES OF MEETING MAY 13, 2008

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 13th day of February 2008, the Commissioners' Court convened the Voting Session at 9:15 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court recessed the Voting Session at 10:28 AM.

The Commissioners Court reconvened the Voting Session at 10:41 AM.

The Commissioners Court recessed the Voting Session at 11:54 AM.

The Commissioners Court, meeting as the Northwest Travis County Road District #3 (Golden Triangle), convened at 1:42 PM and adjourned at 1:43 PM.

The Commissioners Court reconvened the Voting Session at 1:43 PM.

The Commissioners Court retired to Executive Session at 2:42 PM.

The Commissioners Court reconvened the Voting Session at 4:36 PM.

The Commissioners Court adjourned the Voting Session at 4:39 PM.

CITIZENS COMMUNICATION

Members of the Court heard from: Gus Peña, Travis County Resident; Estella Medina, Chief Juvenile Probation Officer; Andy Swanson, Real Estate Council of Austin, Inc.; Anne Bormann, Manager, Travis County 4H Capital Americorps Program, Agricultural Extension Service; Eddie McKenna, Co-Coordinator, 4H Capital Americorps Program; Cheryl Palette, Americorps Volunteer; Megan Chapla, Americorps Volunteer; Stella Leemis, Americorps Volunteer; Charlotte Price, Americorps Volunteer; and Jennifer Gale, Travis County Resident. (9:16 AM)

CONSENT ITEMS

Motion by Commissioner Gómez **and seconded by** Commissioner Daugherty to approve the following Consent Items: C1-C2 and Items 1, 2, 3, 4.A&B, 5.A&B, 6, 10, 11, 12, 14.A&B, 15.A&B, 16.A&B, 17, and 21. (9:29 AM)

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.
- C2. APPROVE COMMISSIONERS COURT MINUTES FOR VOTING SESSION OF APRIL 29, 2008.

HEALTH AND HUMAN SERVICES DEPT. ITEMS

- 1. CONSIDER AND TAKE APPROPRIATE ACTION ON A REQUEST FROM TRAVIS COUNTY HEALTH AND HUMAN SERVICES AND VETERANS SERVICE TO USE PARENTING IN RECOVERY GRANT MONEY TO SEND STAFF FROM PARTNER AGENCIES TO CONFERENCE IN WASHINGTON, D.C. (9:29 AM)

Clerk's Note: Item 1 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 2. CONSIDER AND TAKE APPROPRIATE ACTION ON HEALTH AND HUMAN SERVICES AND VETERANS SERVICE ON REQUEST TO ENGAGE IN A COMPREHENSIVE COMMUNITY HIV/AIDS PLANNING PROCESS TO ADDRESS THE DISPARATE IMPACT OF HIV/AIDS ON MINORITY RESIDENTS. (9:29 AM)

Clerk's Note: Item 2 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

PLANNING AND BUDGET DEPT. ITEMS

3. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:29 AM)

Clerk's Note: Item 3 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

4. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE: (9:29 AM)
 - A. GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR'S CRIMINAL JUSTICE DIVISION FOR THE JUVENILE PROBATION DEPARTMENT TO FUND ONE-FULLTIME PERSON AND CONTRACTED SERVICES FOR DUALY-DIAGNOSED JUVENILES RECEIVING TREATMENT AT THE INTERMEDIATE SANCTIONS CENTER; AND
 - B. STATUS UPDATE FROM HEALTH AND HUMAN SERVICES AND VETERANS SERVICE TO REQUEST APPROVAL TO SUBMIT BUDGET TRANSFER TO U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICE FOR PARENTING IN RECOVERY GRANT AND REALLOCATE A PORTION OF THE REQUIRED GRANT MATCH FROM IN-KIND SERVICES TO CASH.

Clerk's Note: Items 4.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

ADMINISTRATIVE OPERATIONS ITEMS

5. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
(9:29 AM)

A. 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 \$690,116.68 FOR THE PERIOD OF APRIL 25 TO MAY 1, 2008; AND

B. AN INCREASE TO THE REIMBURSEMENT PRIVILEGE COST AT JPMORGAN CHASE BANK IN THE AMOUNT OF \$565,043.26, PER SECTION 12.3 OF TRAVIS COUNTY'S CONTRACT WITH UNITED HEALTH CARE.

Clerk's Note: Items 5.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

6. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (9:29 AM)

Clerk's Note: Item 6 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

7. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM A TEXAS DEPARTMENT OF TRANSPORTATION CONTRACTOR FOR RIGHT OF ENTRY TO PERFORM SURVEY AT COUNTY OWNED PROPERTY AT 5700 TRACOR LANE, IN EAST AUSTIN. (11:43 AM)

Motion by Judge Biscoe and seconded by Commissioner Gómez to approve Item 7.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	abstain
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- 11. APPROVE MODIFICATION NO. 7 TO CONTRACT NO. PS990080TS, CAP SYSTEMS, INC., FOR A CASE MANAGEMENT AND BENEFITS ADMINISTRATION SYSTEM. (TRANSPORTATION AND NATURAL RESOURCES/INFORMATION AND TELECOMMUNICATION SYSTEMS/HEALTH AND HUMAN SERVICES) (9:29 AM)

Clerk's Note: Item 11 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 12. APPROVE SOLE SOURCE EXEMPTION AND CONTRACT AWARD FOR THE REMOVAL OF SIDEWALK TRIP HAZARDS AT VARIOUS LOCATIONS THROUGHOUT TRAVIS COUNTY TO PRECISION SAFE SIDEWALKS, LLC. (TRANSPORTATION AND NATURAL RESOURCES) (9:29 AM)

Clerk's Note: Item 12 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 13. DISCUSS AND TAKE APPROPRIATE ACTION ON REQUEST FOR SERVICES (RFS) SOLICITATION FOR LEGISLATIVE SERVICES AND AUTHORIZE PURCHASING AGENT TO ISSUE RFS. (2:32 PM)

Clerk's Note: The Court discussed the following changes to the RFS:

- 1) To require disclosure of any past or future client relationships that could present the appearance or reality of a conflict of interest with legislative goals of the County;
- 2) Remove the language requesting knowledge of the Travis County Legislative Program, and insert "a general familiarity with County issues such as Revenue Caps, Land Use Authority, etc.";
- 3) The Court will interview a short list of proposing firms as this will be a close working relationship; and,
- 4) That the RFS be put out to bid for 30 days, not the usual 21 days.

Members of the Court heard from: Cyd Grimes, Travis County Purchasing Agent.

Motion by Judge Biscoe and seconded by Commissioner Eckhardt to approve Item 13 with those revisions.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

14. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
(9:29 AM)
- A. A REQUEST FOR A VARIANCE TO CHAPTER 82.401(C)(4), STANDARDS FOR CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS, TO ALLOW THE ACCEPTANCE OF DEDICATION OF A PORTION OF THE STREET AND DRAINAGE FACILITIES IN FOREST CREEK, SECTION 34, A SUBDIVISION IN PRECINCT TWO; AND
 - B. A PROPOSED LICENSE AGREEMENT WITH THE FC III HOME OWNERS ASSOCIATION, INC. FOR IMPROVEMENTS IN PUBLIC RIGHT OF WAY. (COMMISSIONER ECKHARDT)

Clerk's Note: Items 14.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

15. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
(9:29 AM)
- A. A SUBDIVISION CONSTRUCTION AGREEMENT WITH BELLA STRADA DEVELOPMENT INC. FOR IMPROVEMENTS WITHIN THE EXISTING WERKENTHIN SECTION ONE SUBDIVISION; AND
 - B. A CASH SECURITY AGREEMENT FOR OFFSITE DRAINAGE IMPROVEMENTS TO RIVER HILLS ROAD. (COMMISSIONER DAUGHERTY)

Clerk's Note: Items 15.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

16. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
(9:29 AM)

A. A REQUEST FOR A VARIANCE TO CHAPTER 82.401(C)(4), STANDARDS FOR CONSTRUCTION OF STREETS AND DRAINAGE, TO ALLOW THE ACCEPTANCE OF DEDICATION OF A PORTION OF THE STREET AND DRAINAGE FACILITIES IN COMANCHE CANYON RANCH, AREA TWO, A SUBDIVISION IN PRECINCT THREE; AND

B. A PROPOSED LICENSE AGREEMENT WITH COMANCHE CANYON RANCH AREA TWO COMMERCIAL LOT OWNERS ASSOCIATION, INC. FOR IMPROVEMENTS IN PUBLIC RIGHT OF WAY. (COMMISSIONER DAUGHERTY)

Clerk's Note: Items 16.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

17. CONSIDER AND TAKE APPROPRIATE ACTION ON A REQUEST FOR A VARIANCE FROM TITLE 30 OF THE AUSTIN-TRAVIS COUNTY SUBDIVISION REGULATIONS SECTION 30-3-191(A), WHICH REQUIRES THAT SIDEWALKS BE INSTALLED IN NEW SUBDIVISIONS, FOR THE RESUBDIVISION OF LOT 2, BLOCK F, BEBY'S RANCH SUBDIVISION IN PRECINCT THREE.
(COMMISSIONER DAUGHERTY) (9:29 AM)

Clerk's Note: Item 17 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

18. CONSIDER AND TAKE APPROPRIATE ACTION ON A REVISED PRELIMINARY PLAN IN PRECINCT TWO: CANTARRA SUBDIVISION (1215 TOTAL LOTS). (COMMISSIONER ECKHARDT) (11:44 AM)

Members of the Court heard from: Anna Bowlin, Program Manager, Planning and Engineering, Transportation and Natural Resources (TNR).

Motion by Judge Biscoe **and seconded by** Commissioner Gómez to approve Item 18.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- 19. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE FOLLOWING: (11:48 AM)
 - A. REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE A 25 FOOT WIDE DRAINAGE EASEMENT CENTERED ALONG THE COMMON LOT LINE OF LOTS 1 AND 2 OF THE RESUBDIVISION OF LOTS 260, 261, 262, 263, 264, 265, 266 AND 267 OF TRAVIS SETTLEMENT, SECTION FOUR; AND
 - B. A PLAT FOR RECORDING IN PRECINCT THREE: THE VILLAS ON BLACKSMITH COVE, THE REVISED PLAT OF LOTS 1 AND 2 OF THE RESUBDIVISION OF LOTS 260, 261, 262, 263, 264, 265, 266 AND 267, TRAVIS SETTLEMENT, SECTION FOUR (5 TOTAL LOTS). (COMMISSIONER DAUGHERTY)

Clerk's Note: Items 19.A&B are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Anna Bowlin, Program Manager, Planning and Engineering, TNR.

Motion by Commissioner Daugherty **and seconded by** Commissioner Gómez to approve Items 19.A&B.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- 20. RECEIVE ESPEY CONSULTANT'S STREAM BED ASSESSMENT AND WATER QUALITY EVALUATION REPORT ON HAMILTON POOL AND RECEIVING STREAMS IN TRAVIS COUNTY WITH PORTION IN HAYS COUNTY AND TAKE APPROPRIATE ACTION. (THIS ITEM MAY BE DISCUSSED IN EXECUTIVE SESSION PURSUANT TO GOV'T CODE ANN. 551.071, CONSULTATION WITH ATTORNEY) (10:18 AM) (10:41 AM)

Members of the Court heard from: Victoria Harkins, PhD, PE, Consultant, Espey Consultants Inc.; Cyd Grimes, Travis County Purchasing Agent; and Karen Rankin, League of Women Voters.

Discussion only. No formal action taken.

OTHER ITEMS

- 21. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (9:29 AM)

Clerk's Note: Item 21 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 22. CONSIDER AND TAKE APPROPRIATE ACTION ON A LETTER FROM THE TRAVIS COUNTY COMMISSIONERS COURT TO THE CITY OF AUSTIN OFFERING SUPPORT AND ASSISTANCE WITH THE IMPLEMENTATION OF THEIR ZERO-WASTE PLAN. (COMMISSIONER ECKHARDT AND COMMISSIONER GÓMEZ) (11:17 AM)

Members of the Court heard from: Jon White, Environmental Quality Program Manager, TNR; Melissa Martinez, Solid Waste Services, City of Austin; and Chris Fanuel, Executive Assistant, Commissioner Precinct 1 Office.

Motion by Commissioner Gómez **and seconded by** Commissioner Eckhardt to approve the letter in Item 22.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- 23. CONSIDER AND TAKE APPROPRIATE ACTION ON A REQUEST TO APPROVE A RESOLUTION AUTHORIZING THE COUNTY JUDGE TO APPROVE THE ISSUANCE OF EDUCATION REVENUE BONDS BY AN OUT OF COUNTY ISSUER, LAVERNIA HIGHER EDUCATION FINANCE CORPORATION, FOR THE BENEFIT OF COSMOS FOUNDATION, INC., TO COMPLY WITH REQUIREMENTS IMPOSED BY THE INTERNAL REVENUE CODE THAT THE BONDS, AND THE FACILITIES BEING FINANCED, BE APPROVED BY THE HIGHEST ELECTED OFFICIAL HAVING JURISDICTION OVER THE LOCATION IN WHICH THE FACILITIES ARE LOCATED. (1:43 PM)

Members of the Court heard from: Harvey Davis, Manager, Travis County Corporations; Cliff Blount, Attorney for the Travis County Corporations; and Robert Johnson, Cosmos Foundation, Inc.

Motion by Judge Biscoe and seconded by Commissioner Davis to approve Item 23.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- 24. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A REQUEST FROM THE TEXAS DEPARTMENT OF TRANSPORTATION TO APPOINT A MEMBER TO THE I-35 SEGMENT CORRIDOR COMMITTEE. (11:51 AM)

Motion by Commissioner Daugherty and seconded by Commissioner Davis that Joe Gieselman, Executive Manager, TNR be the Commissioners Court's appointee.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

EXECUTIVE SESSION ITEMS

Note 1 Gov't Code Ann 551.071, Consultation with Attorney

Note 2 Gov't Code Ann 551.072, Real Property

Note 3 Gov't Code Ann 551.074, Personnel Matters

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

25. CONSIDER AND TAKE APPROPRIATE ACTION ON A REQUEST FROM THE CITY OF PFLUGERVILLE TO PURCHASE 1.443 ACRES OF LAND THAT ARE NO LONGER NEEDED BY TRAVIS COUNTY OR THE GENERAL PUBLIC AS A RESULT OF THE REALIGNMENT OF SCHULTZ LANE AT A.W. GRIMES BOULEVARD/PFLUGERVILLE PARKWAY IN PFLUGERVILLE, LOCATED IN PRECINCT TWO. ^{1 AND 2} (2:42 PM) (4:36 PM)

Clerk's Note: Judge Biscoe announced that Item 25 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Motion by Commissioner Eckhardt and seconded by Commissioner Gómez that we accept the City of Pflugerville's offer of purchase at \$315,000.00.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

26. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION IN MURRAY, ET. AL. V. EARLE, ET. AL. NO. A-02-CA-252-SS. ¹ (11:52 AM)

Clerk's Note: Judge Biscoe announced that Item 26 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Item 26 postponed until further notice.

30. RECEIVE BRIEFING FROM COUNTY ATTORNEY REGARDING LEGAL DUTIES AND AUTHORITY OF THE COMMISSIONERS COURT CONCERNING APPLICATION OF THE TRAVIS COUNTY GRIEVANCE RESOLUTION PROCEDURES, SECTION 9.257 OF THE TRAVIS COUNTY CODE. ¹
(2:42 PM) (4:37 PM)

Clerk's Note: Judge Biscoe announced that Item 30 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Discussion only. No formal action taken.

Item 30 to be reposted on May 20, 2008.

31. RECEIVE LEGAL BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING THE CONTESTED CASE HEARING ON THE PENDING APPLICATION FOR THE EXPANSION OF WASTE MANAGEMENT OF TEXAS LANDFILL LOCATED ON GILES ROAD NEAR STATE HIGHWAY 290 EAST. ¹ (2:42 PM) (4:38 PM)

Clerk's Note: Judge Biscoe announced that Item 31 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Discussion only. No formal action taken.

Item 31 to be reposted on May 20, 2008.

- 32. CONSIDER AND TAKE APPROPRIATE ACTION ON A COUNTER-OFFER FROM TEXAS TWENTY, LTD. FOR THE SALE OF PARCEL NO. 2 NEEDED AS RIGHT OF WAY IN THE 2005 BOND PROGRAM, SLAUGHTER LANE EAST ROADWAY IMPROVEMENT PROJECT LOCATED IN PRECINCT FOUR.
^{1 AND 2} (2:42 PM) (4:38 PM)

Clerk’s Note: Judge Biscoe announced that Item 32 would be considered in Executive Session pursuant to Gov’t. Code Ann. 551.071, Consultation with Attorney and Gov’t. Code Ann. 551.072, Real Property.

Motion by Commissioner Gómez **and seconded by** Commissioner Daugherty that we reject their counter-offer and counter with our own offer of \$91,000.00 for Parcel No. 2.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- 33. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING THE PENDING LITIGATION IN TRAVIS COUNTY, TEXAS AND STATE OF TEXAS VS. COLDWATER DEVELOPMENT LTD. AND RODMAN EXCAVATION, INC., ET AL. ¹ (2:42 PM) (4:39 PM)

Clerk’s Note: Judge Biscoe announced that Item 33 would be considered in Executive Session pursuant to Gov’t. Code Ann. 551.071, Consultation with Attorney.

Discussion only. No formal action taken.

Item 33 to be reposted on May 20, 2008.

- 34. RECEIVE BRIEFING AND TAKE APPROPRIATE ACTION REGARDING REAPPOINTMENT OF TRAVIS COUNTY FIRE MARSHAL. ³ (2:42 PM) (4:39 PM)

Clerk’s Note: Judge Biscoe announced that Item 34 would be considered in Executive Session pursuant to Gov’t. Code Ann. 551.071, Consultation with Attorney and Gov’t. Code Ann. 551.074, Personnel Matters.

Motion by Judge Biscoe and seconded by Commissioner Davis that we reappoint our Fire Marshall for a term of one year commencing May 23, 2008.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

ADDED ITEMS

- A1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM THE CIVIL DISTRICT JUDGES TO SUBMIT A GRANT APPLICATION TO THE SUPREME COURT OF TEXAS, TASK FORCE ON FOSTER CARE TO ESTABLISH THE OFFICE OF PARENTAL REPRESENTATION, A PUBLIC DEFENDERS OFFICE FOR CHILD PROTECTIVE SERVICE CASES. (9:31 AM)

Clerk’s Note: Items A1 and A2 are associated with one another and were called for concurrent discussion.

Members of the Court heard from: The Honorable Darlene Byrne, Judge, 126th District; The Honorable W. Jeanne Meurer, Judge, 98th District; Jessica Rio, Assistant Budget Manager, Planning and Budget Office (PBO); Hodgson Eckel, Attorney; and Catherine Haney, Attorney.

Motion by Judge Biscoe and seconded by Commissioner Davis that we proceed with Items A1 and A2.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- A2. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM THE CIVIL DISTRICT JUDGES TO SUBMIT A GRANT APPLICATION TO THE SUPREME COURT OF TEXAS, TASK FORCE ON FOSTER CARE TO ESTABLISH THE OFFICE OF CHILD REPRESENTATION, A PUBLIC DEFENDERS OFFICE FOR CHILD PROTECTIVE SERVICE CASES.
(9:31 AM)

Clerk's Note: Items A1 and A2 are associated with one another and were called for concurrent discussion. Please refer to Item A1 for a summary of the action taken by the Court.

ADJOURNMENT

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to adjourn the Voting Session. (4:39 PM)

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

MINUTES APPROVED BY THE COMMISSIONERS' COURT

Date of Approval

Samuel T. Biscoe, Travis County Judge

AI.

Travis County Commissioners Court



Resolution

WHEREAS, The best medicine for suffering, crime, and many other woes of mankind is wisdom. And we all know that if we teach a child to read and write, we have given him the great keys to wisdom;

WHEREAS, Ms. Raffy Garza-Vizcaino began her career with AISD in 1978 as a teacher at Martin Jr. High School, later taught at Dobie Middle School and Webb Middle School, and was selected as Principal at Brooke Elementary School and Martin Middle School, where she is now;

WHEREAS, Although she seriously contemplated the joys of a much deserved retirement. AISD administrators had a different and better plan for the use of Ms. Garza-Vizcaino's dedicated, steadfast and proven talents;

WHEREAS, Ms. Garza-Vizcaino agreed with AISD administrators that she still has much to offer. She has accepted the Executive Principal position at the Leadership Development Center, where she will facilitate professional development for principals, assistant principals and campus leadership teams;

WHEREAS, Ms. Garza-Vizcaino is loved and appreciated by her husband, extended family, students, parents, teachers, administrators and untold residents for her devotion not only to education, but also to numerous civic and community organizations; and

WHEREAS, Ms. Garza-Vizcaino has repeatedly distinguished herself as one who can really get the job done, and will continue to teach, guide and encourage us by her great compassion for education.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE MEMBERS OF THE TRAVIS COUNTY COMMISSIONERS COURT, DO HEREBY ENCOURAGE ALL RESIDENTS OF TRAVIS COUNTY TO JOIN US IN RECOGNITION OF THIS OUSTANDING EDUCATOR AND COMMUNITY LEADER.

SIGNED AND ENTERED ON THIS 27TH DAY OF MAY, 2008.

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

BOARD OF DIRECTORS
NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3

Item 2

Voting Session Tuesday, May 27, 2008
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Northwest Travis County Road District
No. 3 Minutes for the:**

Voting Session of May 13, 2008

C. Approved By: 
Dana DeBeauvoir, Travis County Clerk

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

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

III. Is back-up material attached? YES

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and
exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on Tuesday for the
following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

MINUTES OF MEETING – MAY 13, 2008

NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3

On Tuesday, the 13th day of May 2008, the Commissioners' Court, meeting as the Northwest Travis County Road District No. 3 (Golden Triangle) Board of Directors, convened the Voting Session at 1:42 PM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Road District Board of Directors adjourned the Voting Session of the Northwest Travis County Road District No. 3 (Golden Triangle) at 1:43 PM.

1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS. (1:42 PM)

Item 1 not needed.

2. APPROVE CORRECTED N.W.T.C.R.D.#3 MINUTES FOR VOTING SESSIONS OF MARCH 11 AND MARCH 25, 2008. (1:42 PM)

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to approve Item 2.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session May 27, 2008 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official
- B. Requested Text: Consider and take appropriate action on request to approve plan to advertise and select a consultant for the Texas Department of Housing and Community Affairs grant for homebuyer assistance.

Approved by: _____
Signature of Samuel T. Biscoe, President

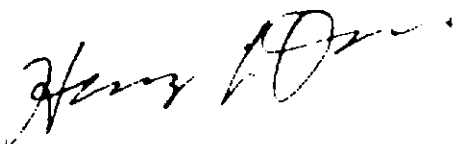
- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a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

III. Required Authorizations: Please check if applicable.

- Planning and Budget Office (473-9106)
- ___ Additional funding for any department or for any purpose
- ___ Transfer of existing funds within or between any line item
- ___ Grant
- Human Resources Department (473-9165)
- ___ A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (473-9700)
- ___ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- ___ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

TRAVIS COUNTY HOUSING FINANCE CORPORATION

DATE: May 27, 2008
TO: Board of Directors
FROM: Harvey L. Davis, Manager 
SUBJECT: HOME Homebuyer Assistance Program

Proposed Motion:

To approve plan to advertise and select a consultant for the Texas Department of Housing and Community Affairs (TDHCA) grant for Homebuyer Assistance.

Summary and Background Information:

The Corporation was recently awarded a \$312,000 HOME grant to provide downpayment and closing cost assistance to 40 first-time homebuyers.

When using HOME funds to pay for professional services, TDHCA requires the professional service contractors to be selected based on open competition. Allowable project related soft costs paid out of the HOME funds are used to pay the consultant under our current homebuyer assistance grant. Examples of project related soft costs include: home inspections, set-up contracts, closeout contracts, and review income of applicants submitted by lenders.

The TDHCA 2008 Implementation Manual describes in detail the recommended method to choose a professional service contractor based on open competition. We propose to follow the TDHCA Manual to choose the consultant. The plan consists of the following:

- A Request for Proposal for Management Services (RFP) will be sent to at least three potential applicants.
- A Selection Review Committee will establish the criteria or evaluation factors to be used for selection and rating of competing bidders. We recommend the Committee consist of the following: Harvey Davis, Mary Mayes, Chris Fanuel, and Mike Gonzalez (the same committee used two years ago for a similar RFP).
- Finally, we would advertise the RFP in a local newspaper. (The *Austin Chronicle* was used last time we did an RFP advertisement).

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Leroy Nellis, Budget Manager, Planning and Budget
Cyd Grimes, Purchasing Agent
Mary Mayes, Assistant Manager
Mike Gonzalez, Sr. Financial Analyst

The Travis County Housing Finance Corporation recently received a Contract award from the Texas Department of Housing and Community Affairs (TDHCA) for Homebuyer Assistance through the HOME Investment Partnership Program. Accordingly the Travis County Housing Finance Corporation is seeking to contract with a qualified professional grant management consultant to implement and administer the HOME contract activities.

Please submit your proposal of services and a statement of qualifications for these proposed services, per Request for Proposal for Management Services that is available at the Travis County Housing Finance Corporation, at 314 W 11th Street, Room 540, Austin, Texas 78701. The telephone number is (512) 854-4743.

The Corporation must receive proposals no later than June 15, 2008 to be considered. The Corporation reserves the right to negotiate with any and all firms that submit proposals as per the Texas Professional Services Procurement Act and the Office of Management and Budget Circular A-102.

The Travis County Housing Finance Corporation is an Affirmative marketing /Equal Opportunity Employer and encourages Historically Underutilized Businesses to submit proposals.

**Travis County Housing Finance Corporation
HOME Investment Partnerships Program**

Request for Proposal for Management Services

The Travis County Housing Finance Corporation (TCHFC) is seeking to enter into a professional services contract with a competent management/consulting firm to assist the TCHFC in the overall management of its HOME Investment Partnerships Program (HOME Program) contract from the Texas Department of Housing and Community Affairs (TDHCA) for a Homebuyer Assistance Program. The following outlines the Request for Proposals.

- I. Statement of Qualifications – TCHFC is seeking to contract with a competent consulting firm that has had experience in administration of federal grants and contracts. Specifically, it is seeking those persons or firms possessing the following qualifications:
- Experience in managing federally funded housing programs
 - Experience with the HOME Investment Partnerships Program

Please provide within your proposal a list of past clients - local governments, as well as resumes of all employees who will or may be assigned to provide technical assistance to TCHFC on this contract if your firm is awarded this professional services contract.

- II. Scope of Services - The consulting firm to be hired is to provide contract-related management services to TCHFC, including but not limited to the following areas:

- Financial management
- Recordkeeping requirements
- Environmental clearance procedures
- Client identification, application intake and qualification
- Affirmative Marketing and Fair Housing Regulations
- Equal employment opportunity/Section 504 requirements
- Labor standards monitoring
- Affordable housing down payment assistance
- Contract close-out procedures

Please provide within your proposal a description of tasks to be performed under each of the above-referenced categories.

- III. Proposed Cost of Services - Include a proposed cost for what you or your firm determines to be appropriate for each of the categories listed in above Scope of Services. Please note that TCHFC will not use lowest/best bid as the sole basis for entering into this contract.

- IV. Evaluation Criteria - The proposals received will be evaluated and ranked according to the following criteria:

<u>Criteria</u>	<u>Maximum Points</u>
Experience	40
Capacity	20
Work Performance	25
Cost	<u>15</u>
Total	100

- V. Deadline for Submission – June 20, 2008
- VI. Conflict of Interest – TCHFC is required to comply with conflict of interest regulations at 24 CFR Parts 92.356, 85.36, and 24 CFR 84.42.

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session May 27, 2008 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official
- B. Requested Text: Consider and take appropriate action on request to approve responses to Internal Revenue Service Examination of the Lakeview Apartment Project Multifamily Housing Revenue Bonds, Series 2001 A, B and C.

Approved by: _____
Signature of Samuel T. Biscoe, President

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

III. Required Authorizations: Please check if applicable.

- Planning and Budget Office (473-9106)
- ___ Additional funding for any department or for any purpose
- ___ Transfer of existing funds within or between any line item
- ___ Grant
- Human Resources Department (473-9165)
- ___ A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (473-9700)
- ___ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- ___ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session May 27, 2008 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official
- B. Requested Text: Consider and take appropriate action on request to appoint U.S. Bank National Association as successor trustee for the Fort Branch Landing Multifamily Housing Revenue Bonds, Series 2000.

Approved by: _____
Signature of Samuel T. Biscoe, President

- 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.

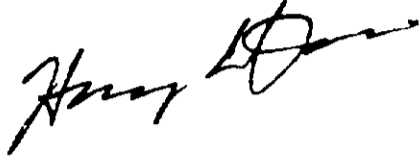
- Planning and Budget Office (473-9106)
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- ___ Transfer of existing funds within or between any line item
- ___ Grant
- Human Resources Department (473-9165)
- ___ A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (473-9700)
- ___ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- ___ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

TRAVIS COUNTY HOUSING FINANCE CORPORATION

DATE: May 27, 2008

TO: Board of Directors, Travis Housing Finance Corporation

FROM: Harvey L. Davis, Manager 

SUBJECT: Appoint U.S. Bank National Association as Trustee of \$12,318,000 Multi-Family Housing Revenue Bonds Series 2000 (Fort Branch Landing Apartment Project)

Summary and Background Information:

On December 1, 2000, the Corporation issued \$12,318,000 in Bonds for the construction of a 250-unit multifamily residential development called Fort Branch Landing Apartment Project. The Project is located at 5800 Techni Center Drive. The owner is Fort Branch Landing L.P., a Texas limited partnership.

MuniMae Portfolio Services, L.L.C., the Servicing Agent, has made the decision to consolidate all of their bond issues with a single trustee bank, U.S. Bank. Therefore, the Corporation is being asked to approve the removal of Bank of New York and appoint U.S. Bank as trustee for the Fort Branch Landing bonds.

Cliff Blount has reviewed the request. He said the change is allowed in the Bond Indenture.

Staff recommends approval for the following reasons: (1) the corporation is not obligated to pay the trustee fees; (2) the request appears to be a reasonable business decision to reduce cost by consolidating many bond transactions with one trustee; and (3) we have a good business relationship with U.S. Bank on other bond transactions.

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Cliff Blount, Esq.
Leroy Nellis, Budget Manager
Mary Mayes, Assistant Manager
Miguel Gonzalez, Sr. Financial Analyst



MMA Financial, LLC

621 East Pratt Street, 3rd Floor
Baltimore, Maryland 21202-3140
T 443.263.2900 F 410.727.5387
www.MMAfin.com

A MuniMae Company

May 1, 2008

Travis County Housing Finance Corporation
Attn: Harvey Davis, Manager
314 West 11th Street, Room 540
Austin, TX 78701

RE: Travis County Housing Finance Corporation Multifamily Housing
Revenue Bond (Fort Branch Landing Apartments Project) Series 2000

Dear Mr. Davis:

MuniMae has made the decision to consolidate all of the bond issues for which it is the sole holder and or servicing agent with a single trustee bank. The bank that we have selected to serve as our trustee is U.S. Bank National Association. The Indenture for the above referenced bond issue allows MuniMae, as Servicing Agent, to remove the existing trustee and appoint a successor trustee. Pursuant to the terms of the Indenture, our removal of the trustee requires the consent of the Issuer and the Sole Holder.

We ask that you consent to the removal of the existing trustee in favor of U.S. Bank National Association as successor trustee by signing the enclosed letter, in triplicate, where indicated and returning the executed letters to:

Tami Mawn
U.S. Bank National Association
633 West Fifth Street, 24th Floor
Los Angeles, CA 90071

Tami will facilitate the mailing of the letters to the addressees. No other action will be required on your part as U.S. Bank will work directly with the prior trustee to complete the succession.

If you should have any questions on this matter please contact me at the telephone number below, or you may contact Tami Mawn of U.S. Bank by telephone at 213-615-6035 or by email at tamara.mawn@usbank.com.

Thank you for your anticipated cooperation in this matter.

By: MuniMae Portfolio Services, LLC

Gary A. Mentasana
Executive Vice President
Phone: 443-263-2900

INTEGRITY. INNOVATION. SERVICE.

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621 East Pratt Street, 3rd Floor
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T 443.263.2900 F 410.727.5387
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A MuniMae Company

May 1, 2008

Bank of New York
Attn: Tom Provenzano
385 Rifle Camp Road, 3rd Floor
West Paterson, NJ 07424

Fort Branch General, LLC
1200 – 112th Avenue NE, Suite C-143
Bellevue, WA 98004

Travis County Housing Finance Corporation
314 West 11th Street, Room 520
Austin, TX 78701

RE: Travis County Housing Finance Corporation Multifamily Housing
Revenue Bond (Fort Branch Landing Apartments Project) Series 2000

Please be advised that pursuant to the terms of the Indenture related to the above referenced transaction, MuniMae Portfolio Services, LLC, as Servicing Agent, with the consent of Embassy & Co, as Sole Holder, and Travis County Housing Finance Corporation, as Issuer, hereby requests the removal of Bank of New York as Trustee.

The undersigned has agreed to appoint U.S. Bank National Association as successor trustee (the "Successor Trustee") on the above referenced issue and requests that you fully cooperate with the Successor Trustee to ensure a smooth and timely transition of the account.

The Trustee will be receiving a letter from U.S. Bank outlining all documents, records and other information required to effectuate the transfer of the account. You are authorized to provide any information pertaining to the transfer of the account requested by U.S. Bank.

Thank you in advance for your cooperation on this matter.

Sincerely,

By: MuniMae Portfolio Services, LLC

By: Embassy & Co

Gary A. Mentessana
Executive Vice President
Phone: 443-263-2900

By: Travis County Housing Finance Corporation

cc: Brad Hounsel, U.S. Bank

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