

02#1

RECEIVED
COUNTY JUDGE'S OFFICE

08 AUG 15 AM 9:43

Travis County Commissioners Court Agenda Request

Voting Session 8/19/08
(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:

Approve setting the **public hearing August 19, 2008** to receive comments on:

- A. Total Cancelation of **Windy Walk Estates** in Precinct Three (a 15 lot residential subdivision and Windy Walk Cove publicly dedicated ROW).
- B. Replat Windy Walk Estates in Precinct Three (Replat of Windy Walk Estates: 15 residential lots, 1 private street lot – 24.601 Acres – Thurman Bend Road and Bee Creek Road - No Fiscal required – Sewage service to be provided by SPTC – City of Briarcliff ETJ).

C. Approved by:

Commissioner Gerald Daugherty, Precinct Three

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

Sarah Sumner: 854-7563 Gayla Dembkowski: 854-7642
Anna Bowlin: 854-7561
Dennis Wilson: 854-4217

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

___ Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

July 2, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: *AB* Anna Bowlin, Division Director, Development Services

SUBJECT: Cancelation and Replat of Windy Walk Estates in Precinct Three

PROPOSED MOTION:

Approve setting the public hearing August 19, 2008 to receive comments on:

- A. Total Cancelation of Windy Walk Estates in Precinct Three (a 15 lot residential subdivision and Windy Walk Cove publicly dedicated ROW).**
- B. Replat Windy Walk Estates in Precinct Three (Replat of Windy Walk Estates: 15 residential lots, 1 private street lot – 24.601 Acres – Thurman Bend Road and Bee Creek Road - No Fiscal required – Sewage service to be provided by SPTC – City of Briarcliff ETJ).**

SUMMARY AND STAFF RECOMMENDATION:

The cancelation is primarily to cancel the public ROW dedication of Windy Walk Cove and allow the applicant to create a gated, private street subdivision. In addition, the replat will add the private street language to the plat and create the applicable Home Owners Association for the maintenance and taxes of that private street (918 linear feet). Parkland fees (\$5,733.00) and fiscal (\$184,082.75) were paid with prior plat approved Sep. 25, 2007; there is no change in owner, density or layout from the original plat.

As this cancelation and replat application meets all Travis County standards, TNR staff recommends approval of the cancelation and replat.

ISSUES:

Staff has not received any inquiries about this project at this time.

BUDGETARY AND FISCAL IMPACT:

None.

Last Updated 8-18-08 at 10:10 am

REQUIRED AUTHORIZATIONS:

None.

EXHIBITS: Cancelation Documents, Location map, Original Plat, Proposed Plat



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

July 16, 2008

Subject: Cancellation and Replat of Windy Walk Estates Subdivision

Dear Property Owner:

Christian Cornwell, owner of the above referenced property, has requested that the Commissioners' Court of Travis County approve a request to cancel the original plat approved on September 25, 2007. Associated with that request is a State of Texas mandate that the County provide you with written notice of their request to cancel the above referenced plat.

The application has been scheduled for a public hearing on August 19, 2008, before the Commissioners' Court. The application is entitled:

- A. Total Cancellation of Windy Walk Estates in Precinct Three (a 15 lot residential subdivision with public ROW).**
- B. Replat Windy Walk Estates in Precinct Three (Replat of Windy Walk Estates: 15 residential lots, 1 private street lot – 24.601 Acres – Thurman Bend Road and Bee Creek Road - No Fiscal required – Sewage service to be provided by SPTC – City of Briarcliff ETJ).**

In this case, the applicant is proposing to cancel the previous plat with public street right of way and create a private street subdivision. There is no change to the density or layout of the previously approved plat. This application has met all of Travis County requirements, and barring any new information; staff will recommend its approval at the public hearing.

You have the opportunity to offer testimony regarding this proposal at the public hearing. Public hearings are held in the Commissioners' Courtroom in the Travis County Administration Building, 314 W. 11th Street, 1st Floor. The sessions are on Tuesday and begin at 9:00 A.M. Should you require additional information about this application or the public hearing, please contact me (512) 854-7687.

Sincerely,

Sarah C. Sumner
Planner, Development Services

§ EXHIBIT 82.201 (B)

TOTAL CANCELLATION OF "WINDY WALK ESTATES"

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, WINDY WALK ESTATES, is recorded in Document number 200700293 of Travis County, Texas, Official Records; and

WHEREAS, The Travis County Commissioners Court by Order authorized the undersigned owners of Windy Walk Estates to cancel all lots, easements and right of way therein contained;

NOW, THEREFORE:

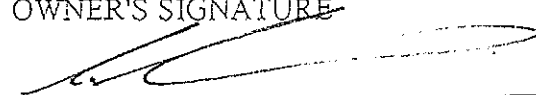
Pursuant to the provisions of Chapter 232.008 of the Texas Local Government Code, the owners of Windy Walk Estates, do hereby cancel all lots, easements and right of way therein contained.

EXECUTED THE DAYS HEREAFTER NOTED.

DATE

6-20-2008

OWNER'S SIGNATURE


Christian Cornwell

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

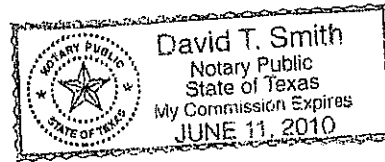
This instrument was acknowledged before me on the 20TH of JUNE, 2008, by CHRISTIAN CORNWELL in the capacity stated herein.

[Handwritten Signature]

Signature of Notary

My Commission Expires: 6-11-2010

DAVID T. SMITH
Printed Name of Notary



THE STATE OF TEXAS §

COUNTY OF TRAVIS §

On _____, 2008, the Travis County Commissioners Court approved the total cancellation of the subdivision known as Windy Walk Estates, as described above.

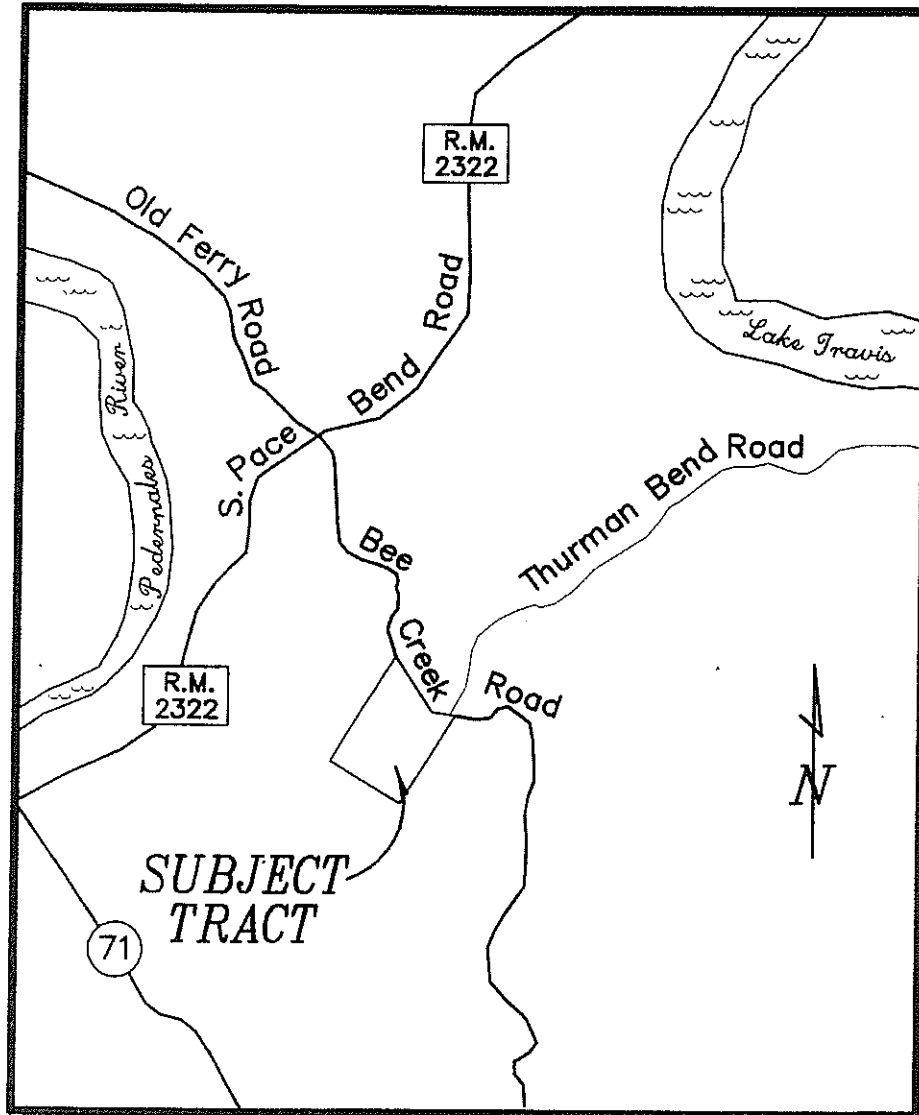
EXECUTED, this _____ day of _____, 2008.

Dana Debeauvoir, County Clerk
Travis County, Texas

By: _____
Deputy

Return to:
Travis County TNR
Attention: Dennis Wilson
P.O. Box 1748
Austin, TX 78767

Location Map Windy Walk Estates Final Plat



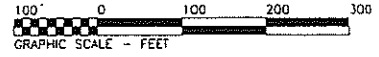
LOCATION MAP
(N.T.S.)

CURVE TABLE

CHORD	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	70.00	11.81	80°30'00"	75.71	S 02°49'46" W
C2	130.00	14.91	100°00'00"	109.64	S 8°10'14" E
C3	130.00	58.72	157°24'52"	88.45	N 39°07'39" E
C4	230.00	75.59	147°04'58"	75.37	N 19°07'39" E
C5	280.00	118.29	69°13'24"	318.09	N 03°11'10" W
C6	280.00	11.15	08°22'42"	31.15	S 28°14'10" W
C7	280.00	277.06	58°47'30"	265.89	S 09°27'03" E
C8	220.00	265.82	69°13'24"	242.92	N 03°11'10" W
C9	220.00	265.49	53°37'00"	198.70	S 17°02'22" E
C10	280.00	262.18	53°37'55"	292.63	S 10°36'55" E
C11	280.00	17.32	03°32'39"	17.32	N 36°01'33" W
C12	280.00	180.80	36°59'47"	177.87	S 15°45'20" E
C13	280.00	63.98	13°05'29"	63.84	N 09°17'18" E
C14	20.00	18.03	51°39'48"	17.43	S 47°33'01" W
C15	60.00	67.61	64°33'54"	64.09	S 35°05'58" W
C16	60.00	15.16	14°28'39"	15.12	S 04°25'19" E
C17	60.00	15.16	14°28'39"	15.12	S 18°53'58" E
C18	60.00	41.00	39°09'04"	40.21	S 45°42'49" E
C19	60.00	67.75	64°41'55"	64.21	N 82°21'41" E
C20	60.00	15.15	14°28'08"	15.11	N 42°46'40" E
C21	60.00	15.17	14°29'11"	15.13	N 28°18'00" E
C22	60.00	58.97	56°18'33"	56.62	N 07°05'52" W
C23	60.00	295.97	282°38'04"	75.00	N 73°36'07" W
C24	20.00	17.83	51°05'12"	17.25	N 09°42'33" W
C25	280.00	15.01	03°04'15"	15.01	S 20°25'55" W
C26	280.00	15.05	03°04'47"	15.05	S 23°30'26" W

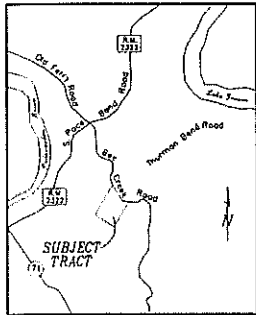
WINDY WALK ESTATES

TRAVIS COUNTY, TEXAS
 April 4, 2007

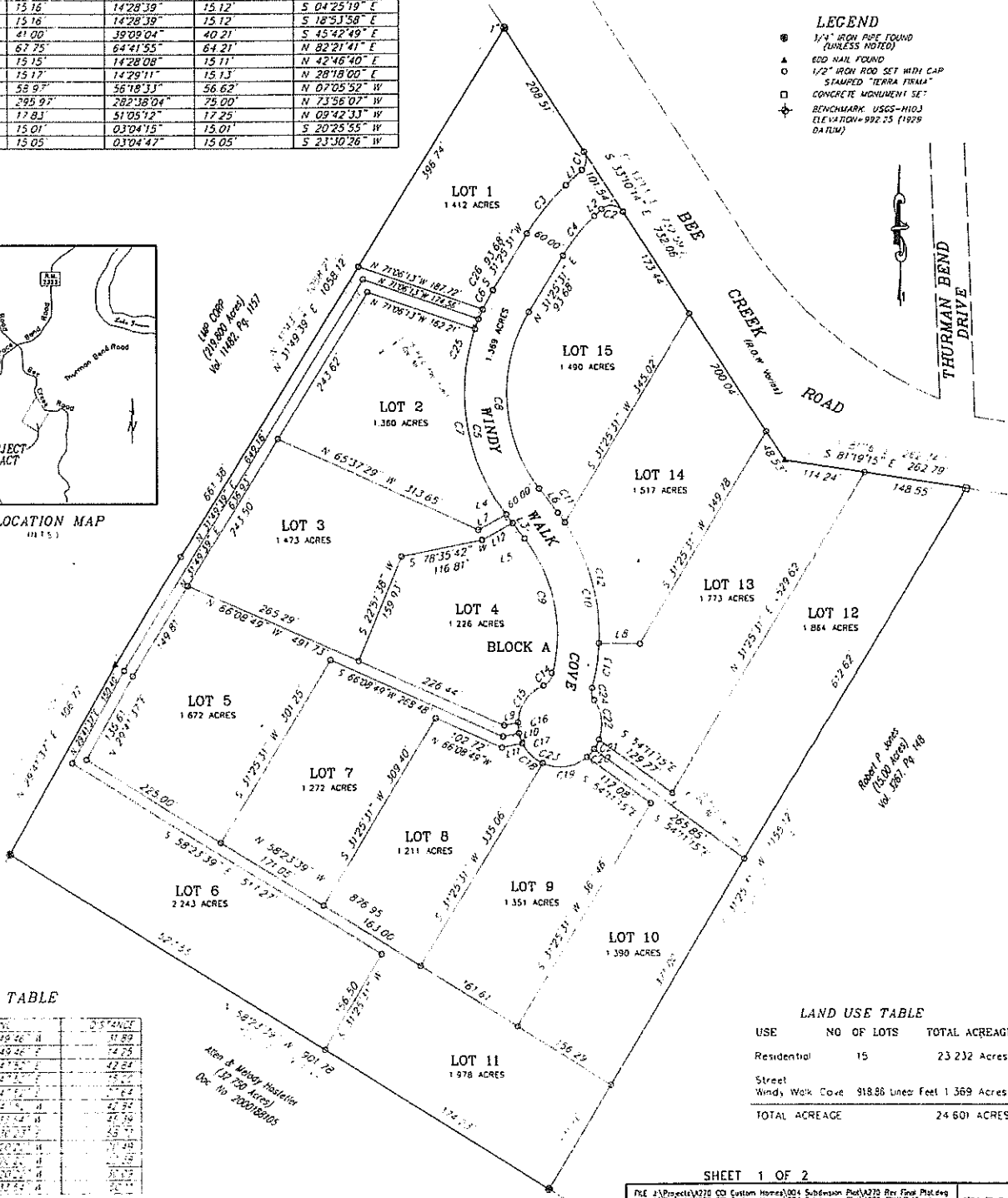


LEGEND

- 1/4" IRON PIPE FOUND (UNLESS NOTED)
- ▲ 60D NAIL FOUND
- 1/2" IRON ROD SET WITH CAP
- STAMPED "TERRA FIRMA"
- CONCRETE MONUMENT SET
- ⊕ BENCHMARK USGS-MDS ELEVATION=992.25 (1929 DATUM)



LOCATION MAP (1:15)



LINE TABLE

LINE NO.	BEARING	DISTANCE
1	S 02°49'46" W	75.71
2	S 8°10'14" E	109.64
3	N 39°07'39" E	88.45
4	N 19°07'39" E	75.37
5	N 03°11'10" W	318.09
6	S 28°14'10" W	31.15
7	S 09°27'03" E	265.89
8	N 03°11'10" W	242.92
9	S 17°02'22" E	198.70
10	S 10°36'55" E	292.63
11	N 36°01'33" W	17.32
12	S 15°45'20" E	177.87
13	N 09°17'18" E	63.84
14	S 47°33'01" W	17.43
15	S 35°05'58" W	64.09
16	S 04°25'19" E	15.12
17	S 18°53'58" E	15.12
18	S 45°42'49" E	40.21
19	N 82°21'41" E	64.21
20	N 42°46'40" E	15.11
21	N 28°18'00" E	15.13
22	N 07°05'52" W	56.62
23	N 73°36'07" W	75.00
24	N 09°42'33" W	17.25
25	S 20°25'55" W	15.01
26	S 23°30'26" W	15.05

LAND USE TABLE

USE	NO OF LOTS	TOTAL ACREAGE
Residential	15	23 232 Acres
Street	Windy Walk Cove 918.86 Linear Feet	1 369 Acres
TOTAL ACREAGE		24 601 ACRES

SHEET 1 OF 2

FILE #1\Projects\A270 CD Custom Homes\004 Subdivision Plat\A270 Plat.dwg	DESIGNED BY
FILE #1\Projects\A270 CD Custom Homes\004 Subdivision Plat\A270-TRAVEL.dwg	DRAWN BY
JOB NO. 04370-001-00/004	CHECKED BY
DATE 04-04-2007	REVISED
SCALE 1"=100'	

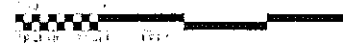
terra firma LAND SURVEYING

WINDY WALK ESTATES

CURVE TABLE

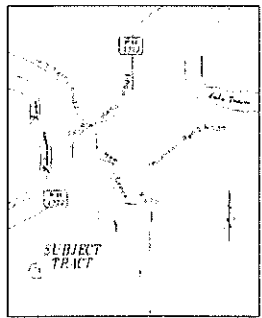
No.	Station	Angle	Radius	Chord	Tangent	Area
1	0+00	90	100.00	100.00	0.00	0.00
2	0+00	90	100.00	0.00	100.00	0.00
3	0+00	90	100.00	0.00	0.00	100.00
4	0+00	90	100.00	100.00	0.00	0.00
5	0+00	90	100.00	0.00	100.00	0.00
6	0+00	90	100.00	0.00	0.00	100.00
7	0+00	90	100.00	100.00	0.00	0.00
8	0+00	90	100.00	0.00	100.00	0.00
9	0+00	90	100.00	0.00	0.00	100.00
10	0+00	90	100.00	100.00	0.00	0.00
11	0+00	90	100.00	0.00	100.00	0.00
12	0+00	90	100.00	0.00	0.00	100.00
13	0+00	90	100.00	100.00	0.00	0.00
14	0+00	90	100.00	0.00	100.00	0.00
15	0+00	90	100.00	0.00	0.00	100.00
16	0+00	90	100.00	100.00	0.00	0.00
17	0+00	90	100.00	0.00	100.00	0.00
18	0+00	90	100.00	0.00	0.00	100.00
19	0+00	90	100.00	100.00	0.00	0.00
20	0+00	90	100.00	0.00	100.00	0.00
21	0+00	90	100.00	0.00	0.00	100.00
22	0+00	90	100.00	100.00	0.00	0.00
23	0+00	90	100.00	0.00	100.00	0.00
24	0+00	90	100.00	0.00	0.00	100.00
25	0+00	90	100.00	100.00	0.00	0.00
26	0+00	90	100.00	0.00	100.00	0.00
27	0+00	90	100.00	0.00	0.00	100.00
28	0+00	90	100.00	100.00	0.00	0.00
29	0+00	90	100.00	0.00	100.00	0.00
30	0+00	90	100.00	0.00	0.00	100.00
31	0+00	90	100.00	100.00	0.00	0.00
32	0+00	90	100.00	0.00	100.00	0.00
33	0+00	90	100.00	0.00	0.00	100.00
34	0+00	90	100.00	100.00	0.00	0.00
35	0+00	90	100.00	0.00	100.00	0.00
36	0+00	90	100.00	0.00	0.00	100.00
37	0+00	90	100.00	100.00	0.00	0.00
38	0+00	90	100.00	0.00	100.00	0.00
39	0+00	90	100.00	0.00	0.00	100.00
40	0+00	90	100.00	100.00	0.00	0.00
41	0+00	90	100.00	0.00	100.00	0.00
42	0+00	90	100.00	0.00	0.00	100.00
43	0+00	90	100.00	100.00	0.00	0.00
44	0+00	90	100.00	0.00	100.00	0.00
45	0+00	90	100.00	0.00	0.00	100.00
46	0+00	90	100.00	100.00	0.00	0.00
47	0+00	90	100.00	0.00	100.00	0.00
48	0+00	90	100.00	0.00	0.00	100.00
49	0+00	90	100.00	100.00	0.00	0.00
50	0+00	90	100.00	0.00	100.00	0.00

WINDY WALK ESTATES
TRAVIS COUNTY, TEXAS
May 2, 2008

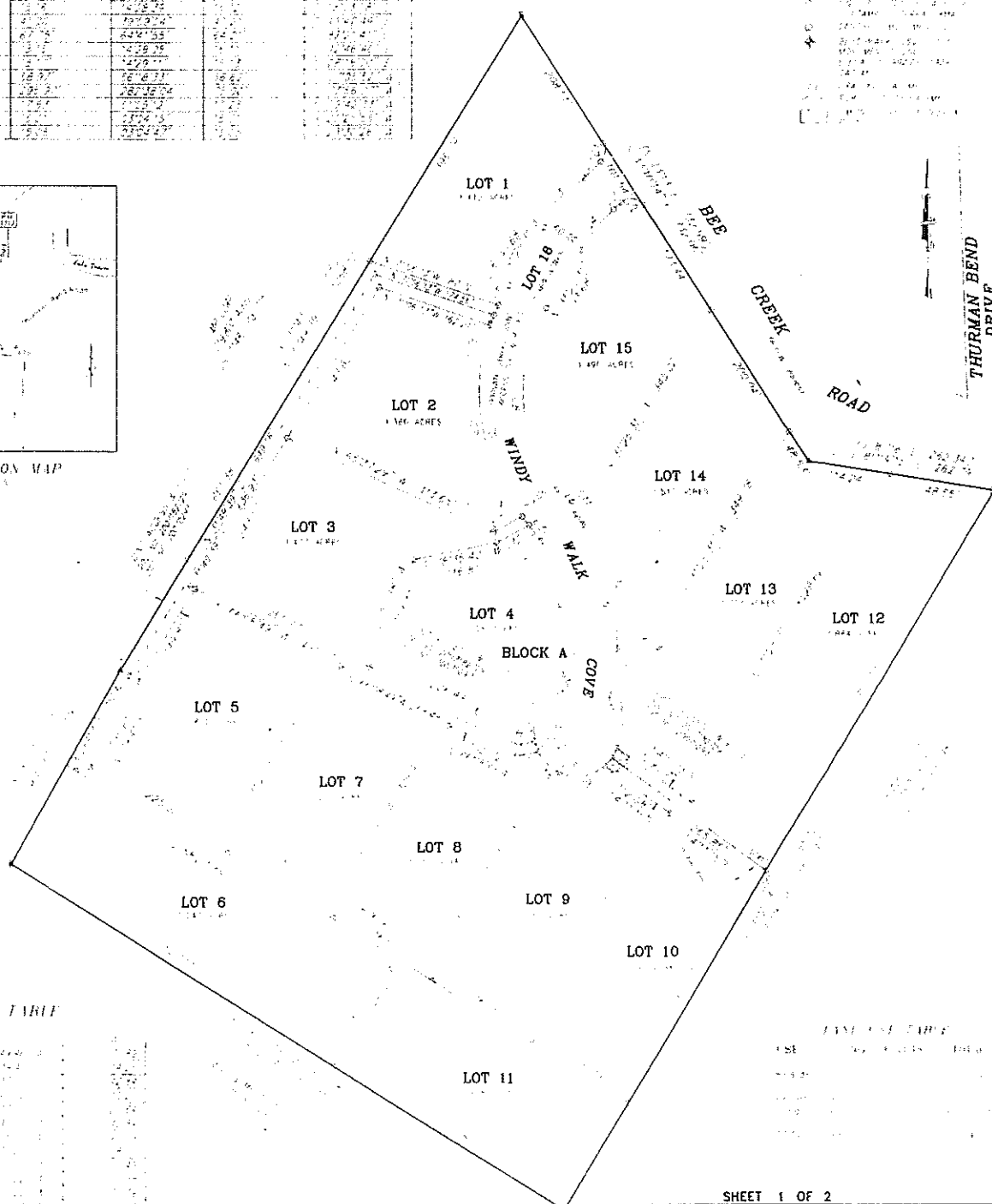


LEGEND

[Symbol]	[Description]
[Symbol]	[Description]
[Symbol]	[Description]
[Symbol]	[Description]
[Symbol]	[Description]
[Symbol]	[Description]
[Symbol]	[Description]
[Symbol]	[Description]
[Symbol]	[Description]
[Symbol]	[Description]
[Symbol]	[Description]
[Symbol]	[Description]



LOCATION MAP



LINE TABLE

No.	Station	Description	Distance
1	0+00		0.00
2	0+00		0.00
3	0+00		0.00
4	0+00		0.00
5	0+00		0.00
6	0+00		0.00
7	0+00		0.00
8	0+00		0.00
9	0+00		0.00
10	0+00		0.00
11	0+00		0.00
12	0+00		0.00
13	0+00		0.00
14	0+00		0.00
15	0+00		0.00
16	0+00		0.00
17	0+00		0.00
18	0+00		0.00
19	0+00		0.00
20	0+00		0.00
21	0+00		0.00
22	0+00		0.00
23	0+00		0.00
24	0+00		0.00
25	0+00		0.00
26	0+00		0.00
27	0+00		0.00
28	0+00		0.00
29	0+00		0.00
30	0+00		0.00
31	0+00		0.00
32	0+00		0.00
33	0+00		0.00
34	0+00		0.00
35	0+00		0.00
36	0+00		0.00
37	0+00		0.00
38	0+00		0.00
39	0+00		0.00
40	0+00		0.00
41	0+00		0.00
42	0+00		0.00
43	0+00		0.00
44	0+00		0.00
45	0+00		0.00
46	0+00		0.00
47	0+00		0.00
48	0+00		0.00
49	0+00		0.00
50	0+00		0.00

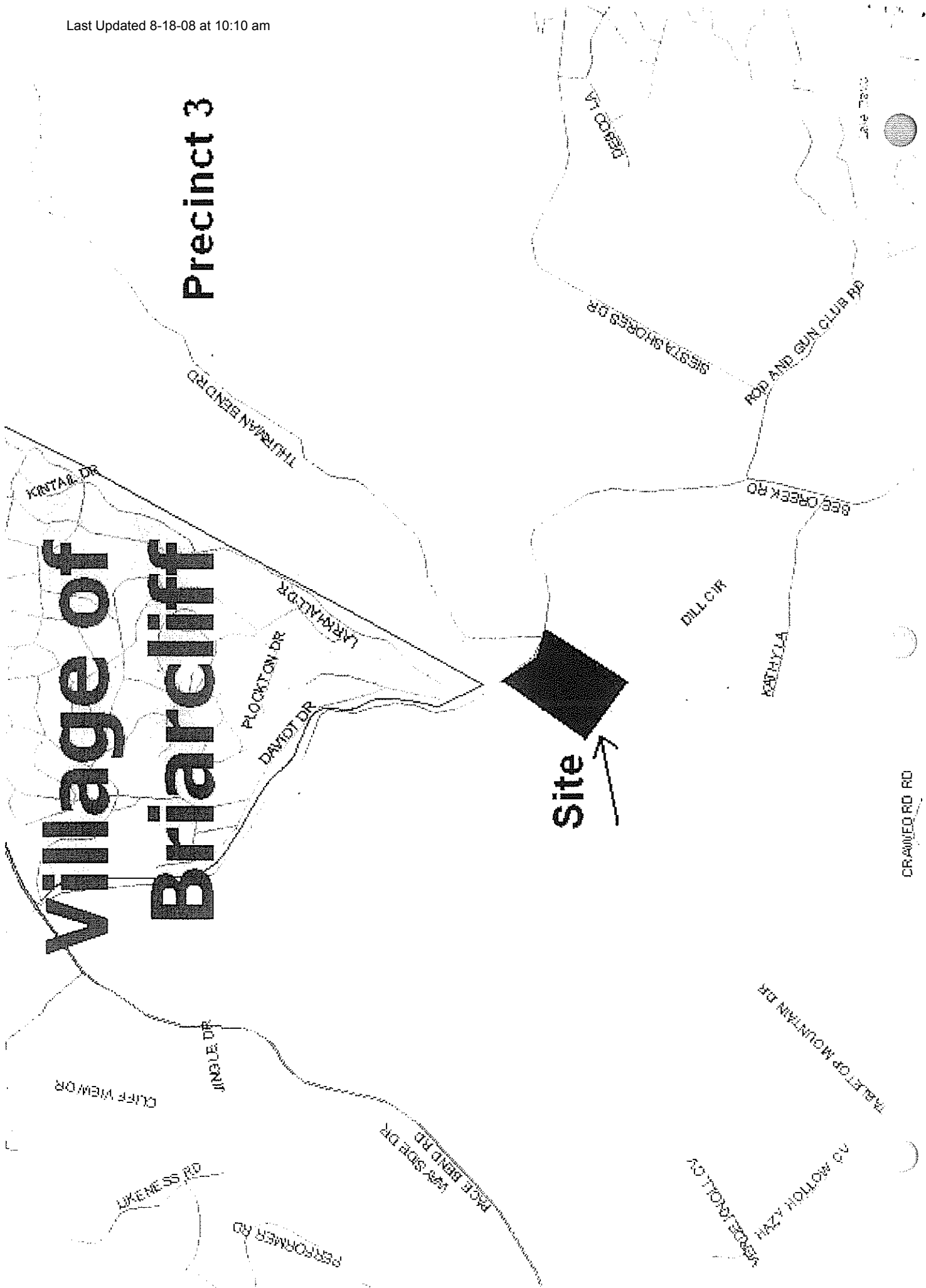
LINE USE TABLE

LINE	Use	Width
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		

SHEET 1 OF 2

Village of Briarcliff

Precinct 3





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 8/11/08

Voting Session: Tuesday, August 19, 2008

REQUESTED ACTION: APPROVE TWELVE-MONTH EXTENSIONS (MODIFICATION NO. 1) TO THE FOLLOWING CONTRACTS FOR MINOR CONSTRUCTION AND RENOVATION SERVICES:

- (A) NO. 07K00307RV, ARCHITECTURAL HABITAT OF AUSTIN, INC.
- (B) NO. 07K00308RV, TRIMBUILT CONSTRUCTION, INC. (COUNTYWIDE)

Points of Contact:

Purchasing: Richard Villareal

Department: Facilities Management, Roger A. El Khoury, M.S., P.E., Director;

County Attorney (when applicable): John Hille, Tenley Aldredge

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spartaro and Jose Palacios

Other: Alicia Perez, Executive Manager, Administrative Operations

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

These contracts require the vendor to provide minor construction and renovation services throughout the county.

The proposed modification will extend the contracts for an additional twelve-months through September 24, 2009. This extension is permitted in accordance with Section-00500, Agreement for Construction Services, Article II, Paragraph 2.2 entitled "Option to Extend".

- **Contract Expenditures:** Within the last 10 months \$1,908,256.63 has been spent against these contracts.

Contract No. 07K00307RV - \$1,073,516.63

Contract No. 07K00308RV - \$834,740.00

➤ **Contract Modification Information:**

Modification Amount: N/A (as needed basis)

Modification Type: Annual Contract

Contract Period: September 25, 2008 through September 24, 2009

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s): 001-1405-822-8102 and 001-1405-826-8102

Comments: Funding to be identified on each individual Job Order.

➤ **Statutory Verification of Funding:**

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



Rich
7-24-08
MB

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-27-07F-XM

File: 102

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

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

FROM: John F. Carr, Administrative Director

DATE: July 23, 2008

SUBJECT: Minor Construction and Renovation Services
Contracts 07K00307RV & 07K00308RV
Options to Extend

Roger El Khoury
John F. Carr
PURCHASING OFFICE
2008 JUL 24 AM 9:32
RECEIVED
TRAVIS COUNTY

Facilities Management Department (FMD) recommends exercising the options to extend the subject contracts with Architectural Habitat of Austin, Inc., and Trimbuilt Construction, Inc. Contracts will expire on September 24, 2008. Both contractors have provided acceptable performance during the past contract period and therefore FMD recommends extending their contracts through September 24, 2009.

Funding for projects to be executed under these contracts will be identified as the individual projects are authorized by the Commissioners Court. Please direct any questions on this request to John Carr at 44772. Your assistance is greatly appreciated.

COPY TO:

- Alicia Perez, Executive Manager, Administrative Operations
- Marvin Brice, Assistant Purchasing Agent, Purchasing Office
- Richard Villareal, Purchasing Agent Assistant, Purchasing Office
- Amy Draper, CPA, Financial Manager, FMD
- Rony Aouad, Service Contract Manager, FMD

MODIFICATION OF CONTRACT NUMBER: 07K00307RV, Minor Construction and Renovation Services
PAGE 1 OF 1 PAGES

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Richard Villareal TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: August 5, 2008
ISSUED TO: Architectural Habitat Attn.: Ms. Jan Cannaday 3601 Dry Hole Rd., Suite C4 Kyle, Texas 78640	MODIFICATION NO.: One	EXECUTED DATE OF ORIGINAL CONTRACT: September 25, 2007

ORIGINAL CONTRACT TERM DATES: September 25, 2007 - September 24, 2008. CURRENT CONTRACT TERM DATES: September 25, 2007-September 24, 2009.

FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: \$ N/A as needed basis Current Modified Amount \$ N/A 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.

The purpose of this modification is to exercise the option to extend the contract term for one (1) additional year in accordance with Section-00500, Agreement for Construction Services, Article II, Paragraph 2.2, entitled "Option to Extend".

- A. The contract period is changed from: September 25, 2007 through September 24, 2008, to read: September 25, 2007 through September 24, 2009, a twelve month extension.

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.
[X] DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: _____	<input type="checkbox"/> DBA
BY: _____ SIGNATURE	<input type="checkbox"/> CORPORATION
BY: _____ PRINT NAME	<input type="checkbox"/> OTHER
TITLE: _____ ITS DULY AUTHORIZED AGENT	DATE: _____

TRAVIS COUNTY, TEXAS BY: <u>Cyd V. Grimes</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: <u>8/11/08</u>
---	----------------------

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

MODIFICATION OF CONTRACT NUMBER: 07K00308RV, Minor Construction and Renovation Services

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Richard Villareal TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: August 5, 2008
--	---	---

ISSUED TO: Trimbuilt Construction, Inc. Attn.: B. Scott Trimm P.O. Box 80169 Austin, Texas 78708	MODIFICATION NO.: One	EXECUTED DATE OF ORIGINAL CONTRACT: September 25, 2007
---	-------------------------------------	--

ORIGINAL CONTRACT TERM DATES: ~~September 25, 2007 - September 24, 2008.~~ CURRENT CONTRACT TERM DATES: ~~September 25, 2007-September 24, 2009.~~

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$ N/A as needed basis Current Modified Amount \$ N/A 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.

The purpose of this modification is to exercise the option to extend the contract term for one (1) additional year in accordance with Section-00500, Agreement for Construction Services, Article II, Paragraph 2.2, entitled "Option to Extend".

- A. The contract period is changed from: September 25, 2007 through September 24, 2008, to read: September 25, 2007 through September 24, 2009, a twelve month extension.

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.

[X] DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: _____	<input type="checkbox"/> DBA
BY: _____ SIGNATURE	<input type="checkbox"/> CORPORATION
BY: _____ PRINT NAME	<input type="checkbox"/> OTHER
TITLE: _____ ITS DULY AUTHORIZED AGENT	DATE: _____

TRAVIS COUNTY, TEXAS BY: <u>Cyd V. Grimes</u> CYD V GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: <u>8/11/08</u>
--	-------------------------

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



TRAVIS COUNTY PURCHASING OFFICE

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

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

4

Approved by: _____

Bonnie Floyd 8-12-08

Voting Session: Tuesday, August 19, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 16 TO CONTRACT NO. PS970029JW, AUSTIN CHILD GUIDANCE CENTER, FOR PROVISION OF INTENSIVE MULTI-FAMILY COUNSELING 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): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spartaro and Jose Palacios

Other: N/A

RECEIVED
COUNTY JUDGE'S OFFICE
08 AUG 13 AM 11:19

➤ **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.

Since 1997, the Multi-Family Counseling Services overall program, requirements and legal clauses have evolved. There were several modifications processed which addressed critical changes. The Juvenile Probation Department, County Attorney and the Purchasing Office are in agreement regarding the replacement of the current contract form in order to have a complete updated document that addresses the current level of services being provided, the current needs of the department and the legal clauses.

This Contract provides mental health evaluation and counseling services to families and youth under the Juvenile Probation Department's supervision, who are experiencing emotional, behavioral and/or social problems.

Modification No.16 will replace the current contract PS970029JW documents in its entirety with contract number PS970029VR. The replacement will update the standard clauses, update Attachment A - Scope of Services and Attachment B fee Schedule.

Modification No.15 Deleted the NTE amount, replaced Section 6 "Invoicing and Payment", incorporated Attachment D - Fee Schedule and added the auto-renewal clause to the original contract.

Modification No.14 was processed as an administrative modification to correct a typographical error to modification no.12

Modification No.13 Part 1 - Extended the term of the contract for an additional twelve (12) month period, October 1, 2007, through September 30, 2008 and Part 2- decreases the Not-to- Exceed (NTE) amount by \$49,727.00 for a total of \$30,000.00. Continued funding is subject to FY08 budget approval.

Modification No.12 increased the Not-to-Exceed (NTE) amount for FY06-07 by \$32,072.95. The total amount of funds to be paid for services rendered for October 1, 2006, through September 30, 2007 was increased from \$47,854.00 to \$79,727.00.

Modification No.11 decreased the Not-to-Exceed (NTE) amount for the FY06 "Renewal Term" by \$8,032.00. The total amount of funds to be paid for services rendered for the October 1, 2005, through September 30, 2006, FY 06 "Renewal Term" was decreased from \$55,886.00 to \$47,854.00.

Modification No.10 increased the FY06 contract amount by \$25,886, from \$30,000 to \$55,886 and extended the term of the contract for an additional twelve (12) month period, from October 1, 2006, through September 30, 2007. The FY07 renewal term NTE amount was decreased to \$30,000. This modification also replaced the Scope of Services with a newly revised Scope. Continued funding was subject to FY07 budget approval.

Modification No.9 extended the term of the contract for an additional twelve (12) month period, October 1, 2005, through September 30, 2006. Continued funding was subject to FY06 budget approval.

Modification No.8 extended the term of the contract for an additional twelve (12) month period, October 1, 2004 through September 30, 2005 and modified Paragraph 2 as previously modified with Modification 5.

Modification No.7 extended the term of the contract for an additional twelve (12) month period, October 1, 2003 through September 30, 2004. The contract amount was decreased to an amount not-to-exceed \$30,000.00. Continued funding was subject to FY04 budget approval.

Modification No.6 extended the term of the contract for an additional twelve (12) month period, October 1, 2002 through September 30, 2003, and the contract number was changed to read PS970029JW. The contract amount remained unchanged, at \$34,970.

Modification No.5 extended the term of the contract for an additional twelve (12) months, October 1, 2001 through September 30, 2002 and revised the "amount of funds to be paid" clause. During this term the contract not to exceed amount was increased to \$34,970.

Modification No.4 extended the term of the contract for an additional twelve (12) months, October 1, 2000 through September 30, 2001; references to Juvenile Court were changed to read Travis County Juvenile Probation Department; Section 18.2 was modified; and the contract number was changed to read PS970029KW.

Modification No.3 extended the term of the contract for an additional twelve (12) months, October 1, 1999 through September 30, 2000 and decreased the contract not to exceed amount to \$18,720.

Modification No.2 extended the term of the contract for an additional twelve (12) months, October 1 1998 through September 30, 1999 and replaced the original "Description of Services".

Modification No.1 extended the term of the contract for an additional twelve (12) months, October 1, 1997 through September 30, 1998 and increased the contract not to exceed amount to \$45,000.

The original contract period was October 1, 1995 through September 30, 1996 with a twelve (12) month automatic renewal, terminating on September 30, 1997. The original contract amount was \$15,000 not to exceed.

- **Contract Expenditures:** Within the last 12 months \$56,533.75 has been spent against this contract.

Not applicable

- **Contract-Related Information:**

Award Amount: \$15,000.00 (Not-to-Exceed)
Contract Type: (Professional Services Agreement)
Contract Period: 02/6/97 - 9/30/07

- **Contract Modification Information:**

Modification Amount: \$0.00 (See Additional Procurement Comments)
Modification Type: Auto Renewal
Modification Period: 10/1/08 - 9/30/09

- **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: **An as needed basis**

➤ **Funding Information:**

- Purchase Requisition in H.T.E.:
- Funding Account(s): 001-4550-593-6099
- Comments: **An as needed basis**

➤ **Statutory Verification of Funding:**

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

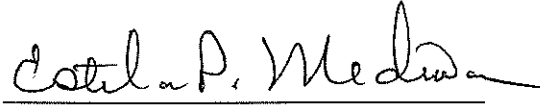


TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

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

RECEIVED
TRAVIS COUNTY
2008 MAY 20 PM 4: 52
PURCHASING
OFFICE

RE: Contract No. PS970029JW – ACGC Multi-Family Counseling

DATE: May 13, 2008

Travis County Juvenile Probation is currently contracting services with Austin Child Guidance Center for Multi-Family Counseling Services. Currently Austin Child Guidance Center is providing adequate services and we wish to renew this contract. Attached is a copy of the Scope of Services.

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

PS970029JW – Austin Child Guidance Center
Account Number: 001-4550-593-6099
NTE - \$30,000.00
Extend for 12 months
Service has been satisfactory

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

cc: Darryl Beatty
Laura Rodriguez 14-7076
Sylvia Mendoza
Mike Williams

EPM: gc

5



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 8/11/08

Voting Session: Tuesday, August 19, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 16 TO CONTRACT NO. PS960295JW, AUSTIN CHILD GUIDANCE CENTER, FOR MENTAL HEALTH TREATMENT AND CONSULTATION SERVICES TO JUVENILE OFFENDERS. (JUVENILE PROBATION)

Points of Contact:

Purchasing: Vania Ramaekers

Department: (JUVENILE PROBATION) Estela P. Medina, Chief Juvenile Probation Officer; Sylvia Mendoza

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spartaro and Jose Palacios

Other: N/A

RECEIVED
COUNTY JUDGE'S OFFICE
08AUG 12 PM 1:19

➤ **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.

Since 1996, the Substance Abuse Treatment Services overall program, requirements and legal clauses have evolved. There were several modifications processed which addressed critical changes. The Juvenile Probation Department, County Attorney and the Purchasing Office are in agreement regarding the replacement of the current contract form in order to have a complete updated document that addresses the current level of services being provided, the current needs of the department and the legal clauses.

This contract has been a part of an established collaborative network with local human service providers designed to integrate a range of defined services into a juvenile justice network. This network of services is designed to provide measurable improvements in the service system and in juvenile offender outcomes. Contractor provides mental health screening, needs assessment of youth and family members, and provides the necessary essential services or causes these services to be provided. Contractor coordinates and establishes linkages to assure effective communication across a range of providers for transmitting information and coordinating service delivery.

Modification No.16 replaces the current contract PS960295JW document in its entirety with contract number PS960295VR. The replacement will update the standard clauses, update Attachment A - Scope of Services and Attachment B fee Schedule. In addition the new agreement incorporates an auto-renewal term with the requirements of an annual approved budget by the program Director.

Modification No.15 extended the term of the contract for an additional twelve (12) months, October 1, 2007 through September 30, 2008, continued funding is subject to FY08 budget approval.

Modification No.14 extended the term of the contract for an additional twelve (12) months, October 1, 2006 through September 30, 2007. Continued funding was subject to FY07 budget approval.

Modification No.13 extended the term of the contract for an additional twelve (12) months, October 1, 2005 through September 30, 2006. Continued funding was subject to FY06 budget approval.

Modification No.12 extended the term of the contract for an additional twelve (12) months, October 1, 2004 through September 30, 2005 and discontinued the services of the Psychology Intern.

Modification No.11 extended the term of the contract for an additional twelve (12) months, October 1, 2003 through September 30, 2004 and modified Attachment A to include Addendum 1, ACGC Part Time Psychology Intern. This intern provided 20 hours of psychological assessment and counseling services to Juvenile Probation through May 31, 2004 at a monthly rate of \$1,167.50, totaling \$11,675.00.

Modification No.10 extended the term of the contract for an additional twelve (12) months, October 1, 2002 through September 30, 2003. The contract amount is \$147,000. This amount was included in the Juvenile Department's proposed FY03 budget.

Modification No.9 allowed for ACGC to provide 20 hours per week of psychological assessment services from January 1, 2002 through July 31, 2002 at a monthly rate of \$767.05, totaling \$5,369.35, and the term of the contract was extended for an additional twelve (12) months.

Modification No.8 deleted all references to JOSATS, effective September 30, 2000.

Modification No.7 extended the term of the contract for an additional twelve (12) months, September 30, 2000 through September 30, 2001; amended 18.2 pertaining to requested changes under the contract; and changed the contract number to read PS960295KW.

Modification No.6 extended the term of the contract for an additional twelve (12) months, September 29, 1999 through September 29, 2000 and the amount of the contract was increased to \$164,651 not to exceed.

Modification No.5 increased the amount of the contract to \$159,732 not to exceed, due to receipt of additional federal funds.

Modification No.4 extended the term of the contract for an additional twelve (12) months, September 29, 1998 through September 29, 1999 and the amount of the contract was increased to \$123,732 not to exceed.

Modification No.3 extended the term of the contract for an additional twelve (12) months, September 29, 1997 through September 29, 1998.

Modification No.2 increased the amount of the contract to \$89,095 not to exceed, due to receipt of additional federal funds.

Modification No.1 extended the term of the contract for an additional twelve (12) months, September 29, 1996 through September 29, 1997 and the amount of the contract was increased to \$77,895 not to exceed.

➤ **Contract Expenditures:** Within the last 12 months \$179,446.00 has been spent against this contract.

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$164,651.00 (Not-to-Exceed)
Contract Type: (Professional Services Agreement)
Contract Period: 06/11/96 - 9/30/07

➤ **Contract Modification Information:**

Modification Amount: \$164,651.00 (Not-to-Exceed)
Modification Type: Renewal - FY2009
Modification Period: 10/1/08 – 9/30/09

➤ **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:

➤ **Funding Information:**

- Purchase Requisition in H.T.E.:
- Funding Account(s): 001-4573-593-6099
- Comments:

➤ **Statutory Verification of Funding:**

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

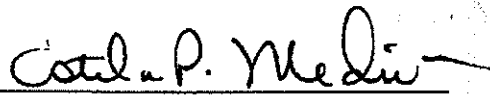


TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

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: **Contract No. PS960295JW – ACGC Substance Abuse Treatment Services**

DATE: August 5, 2008

Travis County Juvenile Probation is currently contracting services with Austin Child Guidance Center for Substance Abuse Treatment Services. Currently Austin Child Guidance Center is providing adequate services and we wish to renew this contract.

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

PS 960295JW - Austin Child Guidance Center
Account Number: 001-4530-593-6099
NTE - \$164,651
Extend for 12 months
Service has been satisfactory

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

cc: Britt Canary
Emmitt Hayes
Sylvia Mendoza
Mike Williams

EPM: gc



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

6

Approved by: _____

Cyd V. Grimes 8/11/08

Voting Session: Tuesday, August 19, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 13 TO CONTRACT NO. PS960075JW, AUSTIN-TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION, FOR FAMILY PRESERVATION PROGRAM SERVICES TO JUVENILE OFFENDERS. (JUVENILE PROBATION)

Points of Contact:

Purchasing: Vania Ramaekers

Department: (JUVENILE PROBATION) Estela P. Medina, Chief Juvenile Probation Officer; Sylvia Mendoza

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other: N/A

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

The contractor, Austin Travis County Mental Health Mental Retardation (ATCMHMR), provides family preservation program services to juveniles on probation with Travis County Juvenile Probation Department.

At this time, Purchasing Office, Juvenile Probation Department and ATCMHMR are in the process of negotiating the FY2009 contract. It is necessary to extend the current contract in order for Travis County to continue negotiations without interruption of service.

Modification No.13 modifies the current contract Section XII, Term, to include an option to extend the contract unilaterally for three (3) additional one (1) month periods.

Modification No.12 modified Section 2.01 and deleted the NTE to incorporate the annual approved budget requirement.

Modification No.11 increased the not-to-exceed amount by \$16,000.00 to total \$516,000.00 for the period October 1, 2006 through September 30, 2007.

Modification No.10 increased the not-to-exceed amount by \$25,000.00 to total \$465,000.00 for the period October 1, 2005 through September 30, 2006. The not-to-exceed amount for

the period October 1, 2006 through September 30, 2007 increased by \$35,000.00 and the not-to-exceed amount was \$500,000.00.

Modification No.9 decreased the not-to-exceed amount by \$60,000.00 to total \$440,000.00 for the period October 1, 2004 through September 30, 2005. The not-to-exceed amount for the period October 1, 2005 through September 30, 2006 was \$440,000.00.

Modification No.8 decreased the not-to-exceed amount by \$55,000.00 to total \$445,000.00 for the period October 1, 2003 through September 30, 2004. The not-to-exceed amount for the period October 1, 2004 through September 30, 2005 was \$500,000.00.

Modification No.7 decreased the not-to-exceed amount by \$48,379.00 to total \$500,000.00 for the period October 1, 2003 through September 30, 2004, and reworded the language of Section 12.01, Paragraph 2, pertaining to the Renewal Term budgeted amounts, as previously modified with modification number 6. No additional funds were needed with this modification since this mod decreased the FY04 not-to-exceed amount. The contract number was also changed from PS960075KW to read PS960075JW.

Modification No.6 provided for the term of the contract to automatically renew on October 1 of each year for succeeding terms of one (1) year, and for the amount of the contract during any Renewal Term to not exceed the amount budgeted by the Juvenile Probation Department for that Renewal Term effective October 1, 2001.

Modification No.5 extended the term of the contract for an additional eight (8) months, February 1, 2000 through September 30, 2000, and the amount of the contract was increased to \$302,363 not-to-exceed.

Modification No.4 extended the term of the contract for an additional four (4) months, October 1, 1999 through January 31, 2000, and the amount of the contract was decreased to \$108,000 not-to-exceed.

Modification No.3 including its ratification, extended the term of the contract for an additional twelve (12) months, October 1, 1998 through September 30, 1999.

Modification No.2 extended the term of the contract for an additional twelve (12) months, October 1, 1997 through September 30, 1998, and the amount of the contract was increased to \$302,363 not-to-exceed.

Modification No.1 extended the term of the contract for an additional twelve (12) months, October 1, 1996 through September 30, 1997, and the amount of the contract was increased to \$270,487 not-to-exceed.

➤ **Contract Expenditures:** Within the last 12 months \$372,933.97 has been spent against this contract.

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$237,757.00 (Not-to-Exceed)
Contract Type: (Professional Services Agreement)
Contract Period: 10/1/95 - 9/30/96

➤ **Contract Modification Information:**

Modification Amount: \$0.00 (See Additional Procurement Comments)
Modification Type: To Include option to Renew
Modification Period: 10/1/07-10/0108

➤ **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:

➤ **Funding Information:**

- Purchase Requisition in H.T.E.:
- Funding Account(s): 001-4514-593-4099
- Comments:

➤ **Statutory Verification of Funding:**

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



*Vanice
8-1-08
MB*

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

DATE: July 30, 2008

TO: Cyd Grimes
Purchasing Agent

FROM: *Estela P. Medina*
Estela P. Medina
Chief Juvenile Probation Officer

RECEIVED
TRAVIS COUNTY
2008 JUL 31 PM 4: 39
PURCHASING
OFFICE

RE: ATCMHMR (Family Preservation) Contract No. PS960075JW

Travis County Juvenile Probation Department is currently contact with ATCMHMR (Family Preservation). The department would like to exercise the option to extend the contract for three months. The extension is for additional time to negotiate the 2009 contract.

The following details the funding line to use in this contract.

Contract Number & Name: PS960075JW – ATCMHMR – Family Preservation
Account Number: 001-4514-593-4099

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

xt

cc: Britt Canary
Emmitt Hayes
Sylvia Mendoza

EPM:gc



MODIFICATION OF CONTRACT NUMBER: PS960075JW Family Preservation Program

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Vania Ramackers TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: July 29, 2008
ISSUED TO: Austin-Travis County Mental Health Mental Retardation Center Family Preservation 1430 Collier Street Austin, TX 78704	MODIFICATION NO.: 13	EXECUTED DATE OF ORIGINAL CONTRACT: October 10, 1995

ORIGINAL CONTRACT TERM DATES: 10/1/95 - 9/30/96 CURRENT CONTRACT TERM DATES: 10/1/05 - 9/30/08

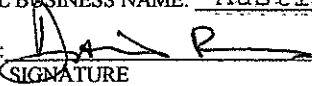
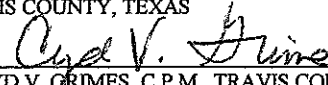
FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: \$237,757.00 Current Modified Amount: As needed basis

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.

A. Section XII, Term, of the original contract is hereby modified to include the following:

12.02 OPTION TO EXTEND: County may unilaterally extend this Contract for three (3) additional one (1) month periods (individually, an "Option to Extend" and collectively, the "Options to Extend"). The exercise of any option to extend under this provision shall be with the understanding that all terms and conditions, including the negotiated rates, remain unchanged and in full force and effect, unless this Contract is specifically amended pursuant to Section XV of this Contract to make any changes in those terms. County shall exercise an Option to Extend no sooner than ninety (90) days prior to expiration of the then current term. County shall have the right to exercise all or a portion of the Option to Extend in any combination it deems necessary.

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>Austin Travis County MHMR Center</u>	<input type="checkbox"/> DBA
BY: <u></u> SIGNATURE	<input type="checkbox"/> CORPORATION
BY: <u>David Evans</u> PRINT NAME	<input checked="" type="checkbox"/> OTHER
TITLE: <u>Executive Director</u> ITS DULY AUTHORIZED AGENT	DATE:
TRAVIS COUNTY, TEXAS	DATE:
BY: <u></u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	<u>8/11/08</u>
TRAVIS COUNTY, TEXAS	DATE:
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	



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

7

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

Approved by: _____

Cyd V. Grimes 8/11/08

Voting Session: Tuesday, August 19, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 2 TO CONTRACT NO. MA070380LC, HAMER ENTERPRISES, FOR A LICENSE AND MAINTENANCE AGREEMENT FOR EJUSTICE SOFTWARE SYSTEM. (TAX OFFICE/ITS)

Points of Contact:

Purchasing: Lori Clyde, 854-4205

Department: TCTO: Dusty Knight, 854-9702; Nelda Wells-Spears; ITS: Joe Harlow, 854-9372; Alicia Perez, Executive Manager.

County Attorney (when applicable): Tamara Armstrong

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.

In May 2008, the Court approved two contracts for Collections of Delinquent Criminal Fines and Fees. As part of these agreements, the third-party vendors agreed to reimburse the county for modifying the eJustice system in order to evenly distribute the delinquent case load. At this time, the Tax Office recommends modifying the system for this purpose. The cost of this reimbursable modification is \$27,000.00. As a result of this modification, the maintenance fee for eJustice will increase \$3,500 annually.

Modification No. 1, approved in Commissioners Court December 4, 2007, was for custom programming.

- **Contract Expenditures:** Within the last 12 months \$51,900.00 has been spent against this contract.

Not applicable

➤ **Modification-Related Information:**

Award Amount: \$27,000.00
Contract Type: Programming changes
Contract Period:

➤ **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:

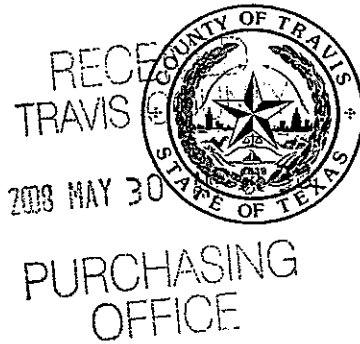
➤ **Funding Information:**

- Purchase Requisition in H.T.E.: 440852
- Funding Account(s) 001-0836-558-6099
- Comments:

➤ **Statutory Verification of Funding:**

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

NELDA WELLS SPEARS
ASSESSOR AND COLLECTOR
OF TAXES



5501 AIRPORT BLVD.
AUSTIN, TX 78751
(512) 854-9702
Fax 854-5868

MEMORANDUM

DATE: May 29, 2008

TO: Cyd Grimes Purchasing Agent
Lori Clyde, Purchasing

FROM: Dusty Knight *DK*

SUBJECT: Modification for EZ Justice

We are ready to proceed with the Modification for the EJustice for Court Fines and Fee Collection program. The modification is for the 3rd Party Claims.

The contractor acknowledges that County intends to contract with more than one respondent to the Request for Services #S070312-ML. Contractor acknowledges and expressly agrees that it is not possible to distribute the cases to be sent to a vendor for collection in a manner that will result in each respondent with which County contracts receiving exactly the same number of cases with exactly the same amount of funds to be collected on each case and that many details related to the cases and their collectability may differ. Contractor further acknowledges and expressly agrees that because the factors to be considered in distributing the cases are applied to each batch of cases, it may not be possible to achieve all or even most of the goals in each batch. Contractor expressly acknowledges that distributing the cases to be sent to a vendor for collection by means of a computer program that considers the following factors as goals for each batch distributed is an equitable way to distribute cases. Each individual who has one or more cases to be sent to a vendor for collection is given a unique PID (personal identification number) and all cases for a single PID are referred to the same contractor for both efficiency of collections and good public relations. Cases to be sent to a vendor for collection are distributed to each contractor in each batch so that the total amount collectable from all cases distributed to each contractor is not significantly different from the amount collectable from cases distributed to other contractors. To the extent possible based on the number of cases in each batch and amounts due on each case, after the amount collectable is considered, cases to be sent to a vendor for collection are distributed to each contractor in each batch so that the total number of cases distributed to each contractor is as similar as possible with a goal that the number not be significantly different. To the extent possible based on the number of cases in each age category below that are in each batch and the amount due on each case, cases to be sent to a vendor for collection are distributed to each vendor in each batch so that the

number of cases distributed to each contractor in each of the following age brackets and the amount due on each case is as similar as possible with a goal that the number and amount not be significantly different where age is determined by the date of the offense resulting in the fine or fee:

less than 365 days

1 to 2 years

2-3 years

3-5 years

cases more than 5 years and after June 18, 2003

cases before June 18, 2003 or to which the Statutory Fee does not apply

To the extent possible based on the number of cases to be sent to a vendor for collection by each justice court participating in the Collection of Delinquent Criminal Fines and Fees for Travis County Justice Courts program, the number of cases and amount collectable distributed to each contractor from each court is as similar as possible with a goal that the number and amount not be significantly different. Contractor agrees not to object to any distribution that is accomplished based on a computer program that is consistent with the factors listed above. Quarterly, TCCC shall review the distribution of cases to be sent to a vendor for collection that has been made in the previous quarter and, if there is evidence of statistically significant inequity in the cumulative distribution, TCCC shall make whatever adjustments to the distribution that it considers necessary and appropriate. Contractor shall reimburse County for half of the cost of developing the computer programming needed to distribute the available cases up to a maximum reimbursement of \$25,000.

The funds were encumbered on requisition 440852, account 001-0836-558-6099 for a total of \$27,000.00

We recommend the approval of this modification so that we may start the work.

If you need to reach me, please call me at 854-9702.

Thanks,
Dusty

DK

TRAVIS COUNTY

Fiscal Year 2008

Account Balance Inquiry

Account number :	1-0836-558.60-99
Fund :	001 GENERAL FUND
Department :	08 TAX COLLECTOR
Division :	36 CENTRAL COLLECTIONS-JP'S
Activity basic :	55 JUSTICE SYSTEM
Sub activity :	8 JUSTICE SYSTEM EXPENSES
Element :	60 OTHER PURCHASED SERVICES
Object :	99 OTHER PURCHASED SERVICES

Original budget :	5,000	
Revised budget :	43,700	05/27/2008
Actual expenditures - current :		.00
Actual expenditures - ytd :	11,092.40	
Unposted expenditures :		.00
Encumbered amount :	4,800.00	
Unposted encumbrances :		.00
Pre-encumbrance amount :	27,000.00	
Total expenditures & encumbrances:	42,892.40	98.2%
Unencumbered balance :	807.60	1.8

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

PURCHASE REQUISITION NBR: 0000440852

REQUISITION BY: OPEN MARKET
 STATUS: AUDITOR APPROVAL
 REASON: CONTRACT
 SUGGESTED VENDOR:

DATE: 5/21/08
 DELIVER BY DATE: 5/23/08

SHIP TO LOCATION: TAX ASSESSOR/COLLECTOR

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	MODIFICATION FOR E2 JUSTICE 3RD PARTY CLAIMS COMMODITY: DP PROCESS & SOFTWARE SVC SUBCOMMOD: SOFTWARE UPDATING SVCS	27000.00	EA	27000.00	

REQUISITION TOTAL: 27000.00

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00108365586099	OTHER PURCHASED SERVICES	100.00	27000.00
		OTHER PURCHASED SERVICES		27000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

**MODIFICATION OF CONTRACT NUMBER: MA070380LC – License/Maintenance eJustice Sfw System
(TCTO/ITS/JP's) 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: July 30, 2008
ISSUED TO: Hamer Enterprises 4200-A N Bicentennial Dr. McAllen, Texas 78504 (956) 682-3466 (v) (956) 682-0906 (f)	MODIFICATION NO.: 2	EXECUTED DATE OF ORIGINAL CONTRACT: August 28, 2007
ORIGINAL CONTRACT TERM DATES: <u>September 1, 2007-August 31, 2008</u>		CURRENT CONTRACT TERM DATES: <u>September 1, 2007-August 31, 2008</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$ 45,000 Current Modified Amount \$ 83,700.00

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

The above referenced contract is hereby modified as follows. The cost of this modification is \$27,000.00. As a result of this modification, the annual maintenance will increase \$3,500.00.

SUPPLEMENTAL AGREEMENT AMENDMENT NUMBER 2 TO LICENSE AND MAINTENANCE AGREEMENT FOR EJUSTICE SYSTEM AND SOFTWARE BETWEEN TRAVIS COUNTY AND HAMER ENTERPRISES

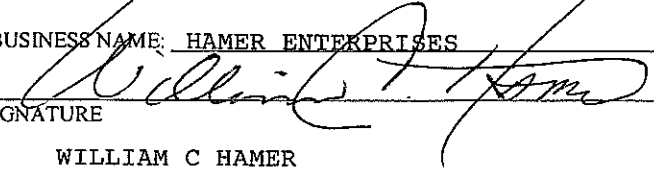
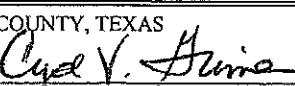
Whereas, on September 6, 2007, Travis County ("County") and Hamer Enterprises ("Contractor") entered into a License and Maintenance Agreement for EJUSTICE System and Software (Contract No. MA070380LC) ("Agreement").

WHEREAS, County and Contractor desire to amend the Agreement as set forth in this Supplemental Agreement, Amendment Number 2 ("Amendment").

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration as stated herein, County and Contractor mutually agree to amend the Agreement as follows:

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>HAMER ENTERPRISES</u>	<input type="checkbox"/> DBA
BY: <u></u>	<input checked="" type="checkbox"/> CORPORATION
SIGNATURE	<input type="checkbox"/> OTHER
BY: <u>WILLIAM C HAMER</u>	DATE:
PRINT NAME	<u>07/31/2008</u>
TITLE: <u>CEO</u>	
ITS DULY AUTHORIZED AGENT	
TRAVIS COUNTY, TEXAS	DATE:
BY: <u></u>	<u>8/11/08</u>
CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	
TRAVIS COUNTY, TEXAS	DATE:
BY: _____	
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

Amendments

In accordance with Section 5.14 of the Agreement, the Agreement is hereby amended by the addition of Subsection 3.13 which reads as follows:

“3.13. New Functionality.

3.13.1 The new functionality described herein shall be added to the software functionality for the EJUSTICE System described in Section 3 of this Agreement. To enable the distribution of cases to vendors involving the collection of delinquent criminal fines and fees, a computer program will be added that considers the following factors for each batch distributed so as to enable an equitable distribution of cases:

3.13.1.1 Each individual who has one or more cases to be sent to a vendor for collection is given a unique PID (Personal Identification Number) and all cases for a single PD are referred to the same vendor to achieve efficiency of collections and good public relations.

3.13.1.2 Cases to be sent to a vendor for collection are distributed to each vendor in each batch so that the total amount collectible from all cases distributed to each vendor is not significantly different from the amount collectible from cases distributed to other vendors.

3.13.1.3 To the extent possible based on the number of cases in each batch and amounts due on each case, after the amount collectible is considered, cases to be sent to a vendor for collection are distributed to each vendor in each batch so that the total number of cases distributed to each vendor is as similar as possible with the goal that the numbers not be significantly different.

3.13.1.4 To the extent possible based on the number of cases in each age category below that are in each batch and the amount due on each case, cases to be sent to a vendor for collection are distributed to each vendor in each batch so that the number of cases distributed to each vendor in each of the following age categories and the amount due on each case is as similar as possible with the goal that the numbers and amounts not be significantly different where age is determined by the date of the offense resulting in the fine or fee:

- i. less than 365 days;
- ii. 1-2 years;
- iii. 2-3 years;
- iv. 3-5 years;
- v. cases more than 5 years and after June 18, 2003;
- vi. cases before June 18, 2003 or to which the statutory fee does not apply.

3.13.1.5 To the extent possible based on the number of cases to be sent to a vendor for collection by each justice court participating in the Collection of Delinquent Criminal Fines and Fees for the Travis County Justice Courts program, the number of cases and amount collectible distributed to each vendor from each court is as similar as possible with the goal that the numbers and amounts not be significantly different.

The new computer program must perform in a manner to achieve case distribution consistent with the above listed factors.

3.13.2 Consistent with the invoicing and payment provisions set forth in Section 16 of this Agreement, County shall pay Contractor a total sum not to exceed Twenty-seven Thousand Dollars (\$27,000) for the new computer program, installation and all related services provided under this Agreement. Contractor shall provide support

and maintenance services for the new computer program in accordance with the terms, conditions and provisions of this Agreement including but not limited to Section 8 hereof. The annual support and maintenance fee is subject to the invoicing and payment provisions set forth in Section 16 of this Agreement. The annual support and maintenance fee for the initial maintenance year from September 1, 2008 through August 31, 2009 shall not exceed Thirty-five Hundred Dollars (\$3,500). For each maintenance year thereafter, any increase to the annual support and maintenance fee is subject to the Three Percent (3%) maximum annual increase prescribed in Subsection 8.9 hereof and other requirements contained therein.”

Terms and Conditions of Agreement

Except as otherwise specifically amended by this Supplemental Agreement, and except as previously amended, all the terms, conditions and provisions of the Agreement remain unchanged and in full force and effect. Except for Section 6 of the Agreement, all the terms, conditions and provisions of the Agreement are hereby incorporated by reference into this Amendment as if fully copied and set forth herein verbatim.

Effect

This Supplemental Agreement, Amendment Number 2, shall take effect immediately upon its approval by County and Contractor, and, as amended hereby, the Agreement, as heretofore amended, shall remain unchanged and in full force and effect unless terminated as provided in this Agreement.



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

Voting Session: Tuesday, August 19, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 1 TO CONTRACT NO. PS050249ML, D. LADD PATILLO, FOR FINANCIAL ADVISORY SERVICES.(CC)

Points of Contact:

Purchasing: Michael Long

Department: COMMISSIONER'S COURT

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro And Jose Palacios

Other: David Escamilla, County Attorney; Rodney D. Rhoades, Executive Manager
PBO

➤ **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.

D. Ladd Pattillo & Associates, Inc. provides Travis County with professional financial advisory services. The Contractor is paid from Bond Proceeds. If Travis County does not issue bonds, Contractor does not get paid but if bonds are issued, the Contractor will get paid out of the particular bond issuance applicable at that time.

Modification No. 1 will extend the Contract through September 30, 2011 as allowed in section 2.2 of the Agreement.

➤ **Contract Expenditures:** Within the last 12 months \$185,333.77 has been spent against this contract.

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$0.00 (Not-to-Exceed)

Contract Type: (Professional Services Agreement)

Contract Period: October 1, 2005 - September 30-2008

➤ **Contract Modification Information:**

Modification Amount: \$0.00 (Firm Amount) (Add'l. comments)

Modification Type: N/A

Modification Period: October 1-2008 - September 30, 2011

➤ **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: Funding to be paid from Bond Proceeds

➤ **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s)

Comments:

➤ **Statutory Verification of Funding:**

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

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: D.Ladd Patillo & Assoc.

TYPE OF GOODS/SERVICE: Financial Advisory 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 #: PS050249ML
LINE ITEM VERIFIED: Bond Proceeds

YES

NO

Verified by: 

Approved by: _____

Date: 8-7-8

Date: _____

RECEIVED
TRAVIS COUNTY
PURCHASING
OFFICE
2008 AUG 11 AM 11:34

Services

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Michael Long TEL NO: (512) 854-4850 FAX NO: (512) 854-9185	DATE PREPARED: July 17, 2008
---	---	--

ISSUED TO: D. Ladd Patillo & Associates 3355 Bee Caves Road, Ste 204 Austin, TX 78746	MODIFICATION NO.: 1	EXECUTED DATE OF ORIGINAL CONTRACT: June 27, 2005
---	-------------------------------	---

ORIGINAL CONTRACT TERM DATES: 10/1/05 - 9/30/08 CURRENT CONTRACT TERM DATES: 10/1/05 - 9/30/08

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: paid from bond proceeds Current Modified Amount n/a.

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

1. Execution of this modification will allow the Contract to extend through September 30, 2011 as allowed in section 2.2 of the Agreement.

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>D. Ladd Patillo and Associates, Inc.</u>	<input type="checkbox"/> DBA
BY: <u>D. Ladd Patillo</u> SIGNATURE	<input type="checkbox"/> CORPORATION
BY: <u>D. LADD PATILLO</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>PRESIDENT</u>	DATE:

TRAVIS COUNTY, TEXAS	DATE:
BY: <u>Cyd V. Grims</u> CYD V. GRIMS, C.P.M., TRAVIS COUNTY PURCHASING AGENT	<u>7/28/08</u>

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



TRAVIS COUNTY PURCHASING OFFICE

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

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

9

Approved by: _____

Cyd V. Grimes 8/11/08

Voting Session: Tuesday, August 19, 2008

REQUESTED ACTION: APPROVE INTERLOCAL AGREEMENT NO. IL080292RE, WITH TEXAS AGRILIFE EXTENSION FOR WILDLIFE SERVICES. (HHS)

Points of Contact:

Purchasing: Rebecca Gardner

Department: HHS-Sherri Fleming, Executive Manager

County Attorney (when applicable): Mary Etta Gerhardt

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro 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.
- Since 2005, Texas AgriLife Extension Service has provided services for wildlife damage management in Travis County. The goals of the program are to reduce threats to property, health and safety caused by coyotes and other wildlife. The contract pays for a full-time wildlife biologist to respond to complaints about damage caused by wildlife and to remedy the problem by public education, wildlife behavior modification and if necessary, removal.
- Texas AgriLife Extension Service drafts this agreement, so Travis County signs the agreement first.
- **Contract Expenditures:**
 - Not applicable
- **Contract-Related Information:**
 - Award Amount: \$50,000.00
 - Contract Type: Professional Services
 - Contract Period: September 1, 2008 – August 31, 2009
- **Contract Modification Information:**
 - Modification Amount: N/A
 - Modification Type: N/A
 - Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

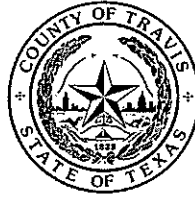
- Award has been protested; interested parties have been notified.
- Award is not to the lowest bidder; interested parties have been notified.
- Comments:

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: 447120
- Funding Account(s): 00118006134099
- 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**

MEMORANDUM

Date: August 7, 2008
To: Members of the Commissioners Court
FROM: Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service
Subject: FY'09 Wildlife Damage Management contract

Proposed Motion:

Consider and take appropriate action to approve the FY'09 Wildlife Damage Management contract with Texas AgriLife Extension Service.

Summary and Staff Recommendation:

The court approved an Interlocal Cooperation Agreement with Texas AgriLife Extension Service in FY'05 for a wildlife damage management program in Travis County. The goals of the program are to reduce threats to property, health and safety caused by wildlife, primarily coyotes. The contract pays for a full-time wildlife biologist to respond to complaints about damage caused by wildlife and to remedy the problem by public education, wildlife behavior modification and, if necessary, removal. Approximately thirty-two coyotes have been euthanized since the program began.

TCHHSVS staff recommends approving this contract.

Budgetary and Fiscal Impact:

The FY'09 contract budget is \$50,000. The contract runs from 9/1/08 – 8/31/09. Requisition # for \$4,167 covers the month of September. The remaining \$45,833 will be encumbered in FY'09. The money is budgeted in 001-1800-613-4099. The FY'09 contract number is IL080292RE.

Issues and Opportunities:

There have been an increasing number of complaints related to coyote threats to human health and safety as well as attacks on pets. This interlocal agreement addresses the need for a comprehensive wildlife damage management program to control the problem in Travis County.

Background:

This interlocal agreement has been in place since FY'05.

Cc: Robert Richter, Director, Texas AgriLife Extension Service
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

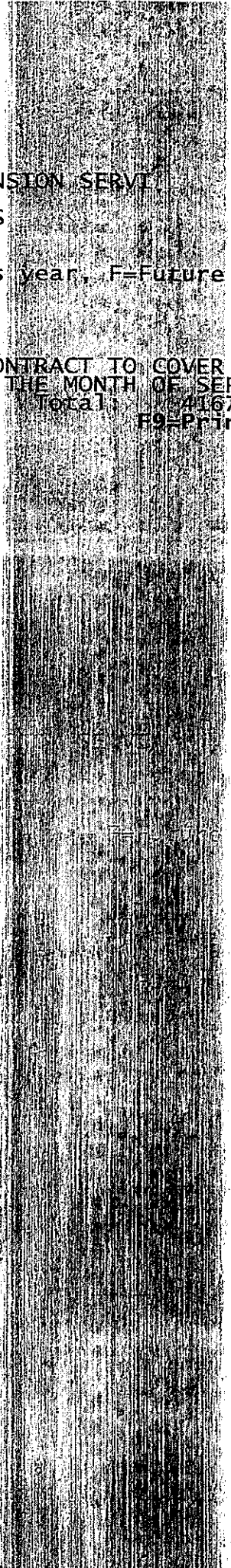
TRAVIS COUNTY
Purchase Requisition

8/11/08
07:59:24

Number 0000447120
 Type 1 PURCHASE REQUISITION
 Status READY FOR BUYER PROCESS
 Reason FUNDING CONTRACT
 By CAULA MCMARION X44119
 Date 8/08/08
 Vendor 71724 TEXAS AGRILIFE EXTENSION SERVI
 Contract nbr
 Ship to NS HUMAN SERVICES ADMIN SVCS
 Deliver by date 8/08/08
 Buyer RE REBECCA GARDNER
 Fiscal year code C C=Current year, P=Previous year, F=Future year

Type options, press Enter.
 5=Display 8=Item extended description
 Opt Line# Quantity UOM Description
 - 1 1.00 DOL WILDLIFE
 FUNDING WILDLIFE SERVICES CONTRACT TO COVER
 PERIOD 9/1/08 - 9/30/08 FOR THE MONTH OF SEPTEMBER +

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



Total: 4167.00
 F9=Print

Purchase Requisition - Item Information

Line number . . . : 1
Item desc . . . : WILDLIFE
Vendor part # . . . :
Commodity . . . : 958 HUMAN SERVICES
Sub-com . . . : 097 WILDLIFE/FISH MGT. SVCS
Item # . . . :
Ship to . . . : NS HUMAN SERVICES ADMIN SVCS
Quantity . . . : 1.00
Order UOM . . . : DOL DOLLAR
Cost code . . . : N NOT APPLICABLE
Unit cost . . . : 4,167.0000
Account # . . . : 00118006134099
Project . . . :
Purchase order . . . :

Press Enter to continue.

F8=Extended Description F12=Cancel

F14=Work orders

CONTRACT NO. 9-WS-01

**INTERLOCAL COOPERATION AGREEMENT
FOR WILDLIFE DAMAGE MANAGEMENT**

This Interlocal Cooperation Agreement (Agreement) is entered into by and between Travis County, Texas, a political subdivision of the State of Texas (Receiving Agency) and the Texas AgriLife Extension Service - Wildlife Services (Performing Agency), pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Act," Sec. 791.001, *et seq.*, TEX. GOV. CODE ANN. (Vernon Supp. 2000).

ARTICLE I. STATEMENT OF WORK TO BE PERFORMED

1.0 STATEMENT OF WORK TO BE PERFORMED

- 1.01. **PROJECT.** In strict conformance with the terms and conditions of this Agreement, the Performing Agency shall conduct an operational wildlife damage management (WDM) program for the protection of facilities, structures, and the property from damage caused by wildlife and for the protection of human health and safety from wildlife-related diseases in the County of Travis and the City of Austin (Project).
- 1.02. **WORK PLAN.** The Project shall strictly conform to the work plan contained in the proposal submitted by the Performing Agency, a copy of which is attached hereto as Attachment A and incorporated herein for all purposes by this reference.
- 1.03. **PROGRESS REPORTS.** During the term of the Agreement, the Performing Agency shall submit to the Receiving agency quarterly Project management information reports, with the first report being due three (3) months after the effective date of the Agreement, and subsequent reports submitted every three (3) months thereafter throughout the term(s) of the Agreement.
- 1.04. **FINAL REPORT.** The Performing Agency shall submit to the Receiving Agency a final report containing a summary of the work performed during the Initial Term under this Agreement on or before October 1, 2009. If subsequent Renewal Term(s) are approved by the Parties, final reports related to each term shall be submitted each October 1 thereafter.
- 1.05. **LICENSES.** The Performing Agency shall be solely and entirely responsible for procuring all appropriate licenses and permits which may be required by any competent authority for the undertaking or completion of the work or services to be performed hereunder by the Performing Agency, including the procurement of releases, waivers and other agreements required for access to public and/or private property as necessary to carry out the services and activities set forth in this Agreement.

II. CALCULATION OF REIMBURSABLE COSTS.

2.0 BUDGET

- (a) The Receiving Agency will reimburse the Performing Agency for allowable expenses incurred by the Performing Agency in accordance with the "Budget" attached hereto and incorporated herein as Attachment B.
- (b) **Fiscal Year Limitation.** The Parties understand and agree that Receiving Agency's fiscal year runs from October 1 of each year through September 30 of the following year, and that Receiving Agency funding obligations can ONLY be incurred for the portion of any Agreement Term corresponding to a time period included in the approved budget for any

one Fiscal Year. As a result, of the total Agreement amount, Performing Agency cannot invoice, and will not be paid for expenditures during the following designated periods which are greater than the following amounts:

(i) September 1, 2008 - September 30, 2008 1/12 total contract amount
\$4,167.00

(ii) October 1, 2008 - August 31, 2009 11/12 total contract amount
\$ 45,833.00

(c) Performing Agency understands and agrees that funds set out in 2.01(b)(ii) are contingent upon approval of such funding for the Agreement by the Commissioners Court in the budget process related to the Fiscal Year beginning October 1, 2008, and that the amount set forth under that subsection may be decreased or eliminated by the Commissioners Court during that budget process without any liability of Receiving Agency. This Section 2.01(c) shall apply to any future Agreement Term(s) within the Fiscal Year dates applicable to that Agreement Term. In no event shall any provision of this Agreement or any Agreement subject to this Agreement be interpreted to obligate the Receiving Agency beyond the funds approved by the Commissioners Court for any Fiscal Year/budget period.

2.02. **VARIANCE.** The Receiving Agency may allow budget flexibility within categories to the extent that the resulting totals do not exceed 10% of the budgeted amount. Upon written request and justification by the Performing Agency, the Receiving Agency may allow, upon written memorandum to the File, budget flexibility within categories when the resulting totals exceed 10% of the budgeted amount. Changes made under this Section 2.02 that exceed 10% of the budgeted amount shall be effective only upon receipt by the Performing Agency of such memorandum to the File signed by the Receiving Agency's designated representative who, for purposes of this Section 2.02, shall be Sherri Fleming, Executive Manager, Travis County Health, Human Services and Veterans Services (Executive Manager).

2.03. **TRAVEL.** Travel shall be reimbursable under this Agreement only if "Travel" is an authorized budget category in Attachment B. If travel is included in Attachment B, it shall be reimbursed at the approved State of Texas employee rate as established by the State of Texas.

2.04. **PURCHASES.** The Performing Agency shall not purchase any equipment and/or computer software as a reimbursable budget item without prior written approval from Receiving Agency as indicated by written document signed by Executive Manager and Cyd Grimes, Travis County Purchasing Agent (Purchasing Agent). Equipment is defined as tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Title to any equipment so purchased shall be retained by the Performing Agency at the end of the Agreement.

III. CONTRACT AMOUNT.

3.01. **CONSIDERATION.** For and in consideration of the Performing Agency's satisfactory performance under this Agreement, the Receiving Agency shall pay to the Performing Agency a total amount during the Initial Term not to exceed \$50,000.00, in accordance with the Budget referenced above.

IV. PAYMENT FOR SERVICES.

4.01 **PAYMENT.** Payment shall be made by the Receiving Agency from proper appropriation items or accounts which it normally uses for like expenditures (current revenue funds), by check payable to the Performing Agency. Performing Agency shall provide Receiving Agency with an invoice reflecting expenditures related to the Budget included in this Agreement within fifteen days of each month of the Agreement term. Receiving Agency will make payment to Performing Agency within thirty days of receipt of a complete and correct invoice.

- 4.02 **RETAINAGE.** To ensure full performance by the Performing Agency, final payment in an amount equal to five percent of the total consideration may be withheld until receipt and approval of all services and/or other deliverables required herein.
- 4.03 **BOOKS AND RECORDS; AUDIT.** Charges for service, statements, invoices, and other required documentation to evidence and properly support the requests for payment shall be maintained by the Performing Agency for a period of three years, or until all evaluations, audits and other reviews have been completed and all questions or issues (including litigation) arising from those evaluations, audits and reviews are resolved, whichever occurs later, and delivered to the Receiving Agency on request. The Receiving Agency reserves the right to audit any Performing Agency account related to the Project and to verify any expense item submitted for reimbursement by the Performing Agency. In the event the Receiving Agency determines that any sum of money which has been paid by the Receiving Agency (1) has resulted in overpayment to the Performing Agency, or (2) has not been spent strictly in accordance with the terms of this Agreement, upon written request of the Receiving Agency, the Performing Agency agrees to reimburse the Receiving Agency within twenty working days after such written request for reimbursement. This Section 4.03 shall survive the termination of this Agreement.
- 4.05 **CREDIT.** Payments received by the Performing Agency shall be credited to the appropriate appropriation items or accounts.
- 4.06 **LIMITATION.** The Receiving Agency shall not be liable to the Performing Agency for costs incurred by the Performing Agency before the commencement of this Agreement or after the termination of the Agreement.

V. TERM OF AGREEMENT.

- 5.01 **TERM.** This Agreement shall be effective as of September 1, 2008, and shall terminate on August 31, 2009. This Agreement may be renewed upon written agreement by the Parties prior to the termination date of the Term of the Agreement.
- 5.02 **DISPUTE RESOLUTION.** If a contract dispute arises that cannot be resolved to the satisfaction of the Parties either Party may notify the other Party in writing of the dispute. Notification of such dispute shall be sent by the Performing Agency to the Purchasing Agent, with a copy to the Executive Manager. If the Parties are unable to satisfactorily resolve the dispute within fourteen days of the written notification, the Receiving Agency may require the issue(s) to be mediated. In such event, the Receiving Agency shall so notify the Performing Agency and furnish the Performing Agency with the names of three mediators acceptable to the Receiving Agency. Within ten days of such notice, the Performing Agency shall select a mediator from the list provided by the Receiving Agency and notify the Receiving Agency of the selection. The mediation shall occur within thirty days of such notification. Prior to the mediation, each Party will provide the mediator with a statement of issues to be mediated, along with any other information or releases required by the mediator. Cost of the mediator shall be borne equally by the Parties. Unless all Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless all Parties agree, in writing, to waive the confidentiality.
- 5.03. **EARLY TERMINATION.** The Receiving Agency may terminate this Agreement upon 60 days written notice to the Performing Agency. Upon receipt of notice of early termination, the Performing Agency shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts which relate to the performance of this Agreement and shall otherwise cease to incur costs under the Agreement. Early termination will be subject to an equitable settlement of the respective interests of the Parties accrued up to the date of termination.

VI. FUNDING

- 6.01. **NO DEBT.** This Agreement shall not be construed as creating any debt on behalf of the State of Texas or the Receiving Agency in violation of Sec. 49, Art. III of the State Constitution (Constitution). In compliance with Sec. 6, Art. VIII of the Constitution, it is understood that all obligations of the Receiving Agency are subject to the availability of funds. If such funds are not appropriated or become unavailable, this Agreement may be terminated. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests accrued up to the date of termination. Performing Agency acknowledges and agrees that in no event shall any provision of this Agreement be interpreted to obligate the Receiving Agency beyond the funds approved by the Travis County Commissioners Court for any fiscal year/budget period. Other provisions notwithstanding, this Agreement will be subject to termination on any September 30 if, during the budget planning and adoption process, the Travis County Commissioners Court fails to provide funding for this Agreement for the Receiving Agency fiscal year following the beginning of the Agreement term.

VII. OWNERSHIP.

- 7.01. **OWNERSHIP.** The Receiving Agency shall have unlimited rights to technical or other data resulting directly from the performance of work under this Agreement. It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Agreement and developed by the Performing Agency under this contract shall be owned by the Performing Agency.
- 7.02. **COPYRIGHT.** The Performing Agency shall not assert any rights at common law or in equity, or otherwise seek to establish any claim to statutory copyright in any material or information developed under this Agreement. The Parties expressly agree that the Performing Agency shall own all right, title, and interest in and to any copyright or other intellectual property rights and any material or information developed under this Agreement, including but not limited to the right to use, reproduce, or publish any or all of such information and other materials without the necessity of obtaining permission from the Receiving Agency and without expense or charge. All reports and other materials completed as a result of this Agreement shall carry an appropriate acknowledgement of Receiving Agency support on the front cover or title page of such document and other materials.

VIII. DATA COLLECTION AND DELIVERY.

- 8.01. **GEOGRAPHIC INFORMATION SYSTEMS.** Data, databases, and products associated with electronic Geographic Information Systems (GIS), which have been collected, manipulated, or purchased with funds from this Agreement, shall be subject to all applicable terms of the Texas Department of Information Resources (DIR) Standards and Guidelines for Geographic Information Systems in the State of Texas, August 1992.
- 8.02. **TRANSFER OF DATA.** Any GIS data to be transferred or exchanged that is collected, manipulated, or purchased with funds from this Agreement must be documented as specified in the Texas Metadata Standard or, at a minimum, as specified in the Texas Metadata Subset Standard (projected to be implemented by DIR in 1997), subject to any subsequent updates or revisions promulgated thereafter.
- 8.03. **FORMAT.** Any electronic data to be transferred in conjunction with a GIS shall be transferred in ARC/INFO, an ARC/INFO-compatible format, or other mutually agreed format. Non-spatial text or database data to be transferred shall be delivered in MS WORD, WordPerfect, dbase (.dbf), or ASCII compatible formats. Acceptable media for delivery includes compatible tape cartridge, optical disks, and CD-ROM.

IX. EVENTS OF DEFAULT AND REMEDIES.

- 9.01. **DEFINED.** Each instance of the Performing Agency's failure to comply with any term, covenant or provision contained in this Agreement shall constitute an event of default (Event of Default) under this Agreement.
- 9.02. **REMEDIES.** Receiving Agency must use the dispute resolution process provided in Chapter 2260, "Texas Government Code," and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made against Performing Party.
- 9.03. **NO WAIVER.** No waiver of any Event of Default shall be considered a waiver of any other or subsequent Event of Default, and no delay or mission in the exercise or enforcement of the rights and powers of the Receiving Agency shall be construed as a waiver of any such rights or powers.

X. MISCELLANEOUS PROVISIONS.

- 10.01. **SUBCONTRACTS.** The Performing Agency may, only with the prior written consent of the Receiving Agency, subcontract with other agencies and/or private entities for some or all of the services to be performed under this Agreement; provided, however, such consent may be withheld or conditioned in the Receiving Agency's sole and absolute discretion. Each request for approval shall include a detailed budget estimate with specific cost details for each or specific item or work to be performed by the subcontractor and for each category of reimbursable expense. The Performing Agency shall legally bind any such subcontractors to perform and make such subcontractors subject to all the duties, requirements, and obligations of the Performing Agency specified herein. Nothing herein shall be construed to relieve the Performing Agency of the responsibility for insuring that the services rendered comply with the terms and provisions of this Agreement. The Performing Agency will provide the Receiving Agency with copies of all subcontracts and all amendments, cancellations, or terminations to such subcontracts upon request.
- 10.02. **INDEPENDENT CONTRACTOR.** It is further mutually understood and agreed that the Performing Agency is contracting with the Receiving Agency as an independent contractor and agrees to hold the Receiving Agency harmless to the full extent permitted under the Constitution and laws of the state of Texas from and against any and all claims, demands, and causes of action arising from the negligent acts or omissions of the Performing Agency, its employees or agents in connection with the performance of services by the Performing Agency or its subcontractors under this Agreement.
- 10.03. **HISTORICALLY UNDERUTILIZED BUSINESSES.** In accordance with state law, it is the Receiving Agency's policy to assist historically underutilized businesses (HUB's), whether minority or women-owned, to participate whenever possible in providing goods and services to the agency. The Receiving Agency encourages those parties with whom it contracts for the provision of goods and services to adhere to this same philosophy in selecting subcontractors to assist in fulfilling the contractor's obligations with the Receiving Agency. The Performing Agency will provide the Purchasing Department of the Receiving Agency with pertinent details of any participation by a HUB in fulfilling the duties and obligations arising under this Agreement.
- 10.04. **INCORPORATION BY REFERENCE.** Incorporated by reference the same as if specifically written herein are the rules, regulations, and all other requirements imposed by law, including but not limited to compliance with those applicable rules and regulations of the State of Texas and the federal government, all of which shall apply to the performance of the work under this Agreement.
- 10.05. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the Parties relative to the subject Project. No other agreement, statement, or promise that is not contained in this Agreement shall be binding except through a written modification signed by both Parties.

- 10.06 **WRITTEN CONSENT.** Written consent from the Landowner or Leasee and concurrence with the Performing Agency will be required to access private property to conduct wildlife damage management activities.
- 10.07 **LIABILITY.** U. S. Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS) is the agency assigned overall program responsibilities. USDA-APHIS-WS will hold Cooperator harmless from any liability arising from the negligent act or omission of a government officer or employee acting within the scope of his or her employment to the extent compensation is available pursuant to the Federal Tort Claims Act (FTCA), 28 USC 2761 et. seq., except to the extent that aforesaid liability arises from the negligent act or omission of the Cooperator, their employees, agents or subcontractor(s). Such relief shall be provided pursuant to the procedure set forth in the FTCA and applicable regulations.
- 10.08. **GOVERNING LAW AND VENUE.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas. As per Texas Education Code, Section 85.18, exclusive venue for a suit against the Texas AgriLife Extension Service is Brazos County or the corresponding federal court; provided, however, neither the foregoing, nor any other provision of this Agreement, shall be construed as a waiver of sovereign immunity by either Party.
- 10.09. **SEVERANCE.** Should any one or more provisions of this Agreement be held to be void, voidable, or for any reason whatsoever of no force and effect, such provision(s) shall be construed as severable from the remainder of this Agreement, which shall remain of full force and effect.
- 10.10 **HEADINGS.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- 10.11 **NOTICES.** Any notice required or permitted to be delivered under this Agreement shall be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Receiving Agency or the Performing Agency, as the case may be, at the address set forth below:

Receiving Agency:

Sherri Fleming, Executive Manager (or her successor)
Travis County Department of Health, Human Services,
and Veterans' Services
P.O. Box 1748
Austin, Texas 78767

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
ATTENTION: Civil Transactions

and

Cyd Grimes, Purchasing Agent (or her successor)
Travis County Purchasing
P. O. Box 1748
Austin, Texas 78767

Performing Agency:

Diane Gilliland
Assistant Director for Research Services
2147 TAMU
College Station, Texas 77843-2147

and

Texas AgriLife Extension Service - Wildlife Services
1600B Smith Road
Austin, Texas 78721

Notice given in any other manner shall be deemed effective only if and when actually received by the Party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

- 10.12. **AMENDMENTS.** Any change to the terms of this Agreement shall be made in writing and signed by both Parties. Requests for changes by Performing Agency will be submitted to the Purchasing Agent, with a copy to the Executive Manager.
- 10.13. **INSURANCE.** Performing Agency shall have standard insurance sufficient to cover the needs of the Performing Agency pursuant to applicable generally accepted business standards.
- 10.14. **CLAIMS NOTIFICATION.** Performing Agency will give written notice to Receiving Agency of any claim or other action made or brought by any person, firm, corporation or other entity against Performing Agency or Receiving Agency related to services and activities provided under this Agreement.
- 10.15 **FORCE MAJEURE.** Neither Party shall be financially liable to the other Party for delays or failures to perform where such failure is caused by force majeure (i.e., those causes generally recognized under Texas law as constituting impossible conditions).

THE UNDERSIGNED do hereby certify that: (1) the services specified above are necessary and essential and are properly within the statutory functions and programs of the affected agencies of state and/or local government; (2) the proposed arrangements serve the interest of efficient and economical administration of those affected agencies; and (3) the services, supplies or materials contracted for are not required by Section 21 of Article XVI of the Constitution to be supplied under contract by the lowest responsible bidder.

THE RECEIVING AGENCY further certifies that it has the authority to enter into this Agreement by virtue of the authority granted in TEXAS HEALTH AND SAFETY CODE, Chapter 825.004, Appropriations by Local Governments, and other applicable statutes.

THE PERFORMING AGENCY further certifies that is has the authority to enter into this Agreement by virtue of the authority granted in the Texas Education Code, Section 88.01.

THE PARTIES mutually bind themselves to the faithful performance of this Agreement, effective as of the first day of September, 2008.

RECOMMENDED

Texas AgriLife Extension Service - Wildlife Services

BY: _____
Michael J. Bodenchuk
Title: Director

Date: _____

PERFORMING AGENCY

Texas AgriLife Extension Service

BY: _____
Ed Smith
Title: Director, Texas AgriLife Extension Service and
Associate Chancellor for Agriculture and
Life Sciences

Date: _____

RECEIVING AGENCY

Travis County

BY: _____
Samuel T. Biscoe
Title: County Judge

Date: _____

ATTACHMENT A
CONTRACT NO. 9-WS-01
WORK PLAN

DATED: SEPTEMBER 1, 2008

Introduction

WS program personnel report that conflicts between people and coyotes and other damage causing wildlife are increasing in urban areas across the State of Texas. While the program implemented under this Agreement will emphasize activities related to the coyote population, services and activities related to other damage causing wildlife will also be provided as feasible. References to services related to coyotes under this Agreement also include like services related to other damage causing wildlife. In recent years, WS biologists assigned to Austin and central Texas have responded to a growing number of complaints related to coyote threats to human health and safety and coyote attacks on pets. In the past, WS biologists in Austin and Travis County have responded to most of these complaints by providing technical assistance or educational materials. Today, the problem has reached a point where technical assistance no longer meets the needs of the public. The Texas WS Program recognizes a need to conduct a comprehensive Coyote/Damage Causing Damage Management (CDM) program in Travis County and the City of Austin and recommends the course of action outlined in this work plan.

Several counties which adjoin Travis County currently have coyote management programs in place. Blanco, Burnet, Hays, and Williamson counties currently fund coyote management programs. Historically, these programs have been directed at livestock depredation problems. However, in recent years, the Texas Wildlife Services Program has reported an increase in coyote complaints from residential areas in the aforementioned counties and a significant part of the service provided by the Texas Wildlife Services Program has been directed at managing problems in urban and suburban areas of the counties.

The proposed program for Travis County and the City of Austin differs somewhat from the current programs in surrounding counties in that highest priority will be given to addressing coyote problems in residential and urban areas of the county. Secondary emphasis will be given to coyote management in outlying areas of the City of Austin and Travis County.

Area of Jurisdiction.

This Agreement shall be performed only within the unincorporated areas of Travis County and the City of Austin. Participation in this Agreement by other incorporated municipalities within Travis County will be handled by amendment to this Agreement pursuant to Section 10.12

Purpose of Objectives

The Texas AgriLife Extension Service - Wildlife Services Unit in conjunction with USDA-APHIS-WS Program (WS) will initiate an operational and technical assistance based CDM program in the City of Austin and Travis County, Texas. The overall objective of this Agreement is to fund and conduct a full-service integrated CDM program. The primary goal of the operational program will be to reduce human health and safety threats and concerns and reduce injuries to and loss of pets caused by coyotes and other damage causing wildlife in Travis County and the City of Austin. The secondary goal will be to reduce damage to property and other resources caused by coyotes and other damage causing wildlife. An annual work plan and financial plan are included herein.

Objectives

- A. To continue and conduct an operational CDM program to minimize conflicts between people and coyotes and other damage causing wildlife.

B. To cooperate with Travis County, the City of Austin and Extension for the purpose of developing a public education program designed to minimize conflicts between people and coyotes and other damage causing wildlife. The educational effort will include development and dissemination of information related to modification of environmental conditions and/or cultural practices which influence coyote activity and activity of other damage causing wildlife.

C. To monitor coyote activity and activity of other damage causing wildlife while evaluating the effectiveness of CDM program efforts.

Goals

To minimize the following coyote/damage causing wildlife related problems in Travis County and the City of Austin: coyote threats to human health and safety, coyote attacks on pets, and other conflicts that may arise between people and coyotes and other damage causing wildlife.

Plan of Action

WS has assigned a full-time wildlife biologist to Travis County, for the purpose of continuing and conducting a CDM program. WS will also maintain an existing wildlife biologist position in Travis County to augment the CDM program. The existing position will support direct control and educational programs in cooperation with Travis County and the City of Austin. WS personnel assigned to Travis County will remain under the supervision of WS. CDM activities will be confined to the unincorporated areas of Travis County and the City of Austin. WS provides managerial, technical, and administrative program support. WS adheres to all local and state laws and regulations as well as USDA/APHIS/WS policies and guidelines when conducting WDM operations. Safety will be a priority.

CDM methods for controlling coyotes and other damage causing wildlife will include all legal methods such as, but not limited to, leghold traps, snares, shooting, calling, chemical control and hand removal. Only WS or other designated personnel will remove captured animals. WS will be responsible for application and maintenance of CDM equipment.

WS will inform City, County and Extension personnel of WDM activities by attending meetings and providing mutually agreed upon reports. The WS District Office in College Station, Texas (979/845-6201) will monitor the program.

Services and activities to be provided by Performing Agency will include the following:

1. Provide educational services for areas registering complaints or making requests for such services through Receiving Agency.
2. Evaluate and make recommendations for modification of citizen activities related to complaints and requests.
3. Cooperate with City and County in developing and distributing educational and other informational materials designed to decrease the occurrence of problems related to damage-causing wildlife.
4. Provide services as allowed by law related to all damage-causing wildlife, with the initial emphasis on problems related to the coyote population.
5. Where necessary and in instances where other options do not result in a resolution of the wildlife problem, provide for the extermination of animals determined to be a danger to the community.
6. Respond in a timely and effective manner to all complaints related to damage-causing wildlife within the jurisdiction of the Performing Agency utilizing methods which include public education, wildlife behavior modification, and, where necessary, elimination of damage-causing wildlife.

City/County Cooperative Effort

Performing Agency acknowledges and agrees that this Agreement is based upon the cooperative effort to be entered into between Receiving Agency and the City of Austin (City), pursuant to the terms of a separate agreement between Receiving Agency and City (City/County Agreement). Continued performance of the Agreement by Receiving Agency is conditioned upon the performance by City of certain obligations pursuant to the City/County Agreement. Section 5.03 notwithstanding, Receiving Agency may terminate this Agreement with 30 days notice upon the failure of City to perform according to the terms of the City/County Agreement, including payment by City to County of funds set forth under that City/County Agreement.

Functions related to this Agreement to be provided by City include the following:

1. Payment by City to Receiving Agency of \$10,000
2. Provision of the following in-kind services:
 - Coyote and other damage causing wildlife related calls will be handled through the Town Lake Animal Center (TLAC) Animal Control Office and 311 Call Center. The requests for service will be forwarded to the Wildlife Biologist for handling when necessary.
 - City Animal Services will continue to provide education and information to citizens in those cases where additional services are not warranted and will assist the Wildlife Biologist with education efforts in the neighborhoods including direct customer service, neighborhood meetings and material distribution.
 - City Animal Services will continue to maintain the database of complaints by geographic area to track problem neighborhoods and provide information to the Wildlife Biologist for proactive efforts of coyote population management and the management of other damage causing wildlife populations.
 - City Animal Control will handle transport of bodies for any euthanized animals as well as handle disposal of the bodies.
 - City Animal Control will provide the rabies quarantine/testing and reporting support required for any suspect animals.
 - City Animal Control will provide any coordination support requested by the Wildlife Biologist while conducting activities, including serving as a central point of contact for the Wildlife Biologist to notify the City of the location of traps, harvesting sweeps, etc.
 - Provide the necessary City authorization to access City-owned property to implement the wildlife management program described in this Agreement.
 - Transport trapped coyote(s) requiring euthanasia when requested by TWS.
 - Euthanize coyote(s) when instructed by TWS to do so.

ATTACHMENT B

CONTRACT NO. 9-WS-01

DATED: SEPTEMBER 1, 2008

BUDGET

Salary and Benefits	
One full-time wildlife biologist	\$ 48,000.00
Supplies	2,000.00
TOTAL	\$ 50,000.00

12

Travis County Commissioners Court Agenda Request

Voting Session 08/19/08
(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:

A. **Consider and take appropriate action on a plat for recording in Precinct Four: Berdoll Commercial Subdivision (Short form plat – 10 Lots – 9.019 acres – 5200 Ross Road – Fiscal of \$11,175.10 – Sewage service to be provided by City of Austin– City of Austin 2 mile ETJ).**

B. **Approve the Cash Security Agreement for Berdoll Commercial Subdivision.**

C. Approved by:

Commissioner Margaret Gomez, Precinct Four

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).

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

Sarah C. Sumner: 854-7687 Gayla Dembkowski: 854-7563
Anna Bowlin: 854-7561 Dennis Wilson: 854-4217
Paul Scoggins: 854-7619

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

Last Updated 8-18-08 at 10:10 am

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER


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

MEMORANDUM

August 8, 2008

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director, Development Services

SUBJECT: Berdoll Commercial Subdivision, Precinct Four

PROPOSED MOTION:

- A. Consider and take appropriate action on a plat for recording in Precinct Four: Berdoll Commercial Subdivision (Short form plat – 10 Lots – 9.019 acres – 5200 Ross Road – Fiscal of \$11,175.10 – Sewage service to be provided by City of Austin– City of Austin 2 mile ETJ).
- B. Approve the Cash Security Agreement for Berdoll Commercial Subdivision.

SUMMARY AND STAFF RECOMMENDATION:

This subdivision consists of 10 commercial and retail lots on 9.019 acres. There are no new proposed streets for this short form plat and parkland is not required for a non residential subdivision.

The applicant proposes to use this Cash Security Agreement, in the amount of \$11,175.10, for improvements to the drainage channel. Transportation and Natural Resources recommends approval of this Agreement.

As this plat application meets all Travis County standards and has been approved by the City of Austin, TNR staff recommends approval of the plat.

ISSUES:

Staff has received no inquiries about this project at this time.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

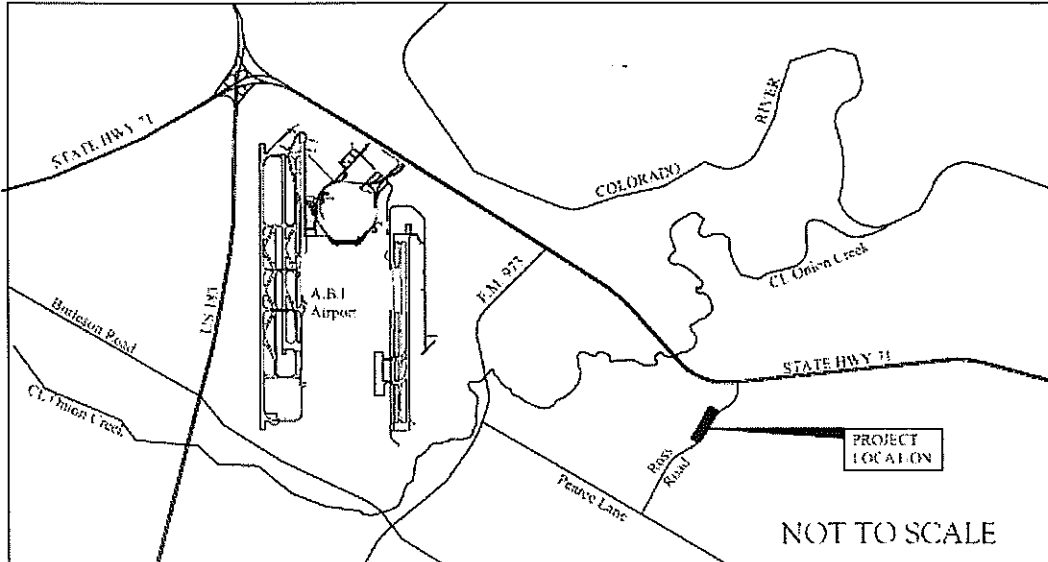
Last Updated 8-18-08 at 10:10 am

Original
Location map, Final Plat, Cash Security Agreement, Precinct Map

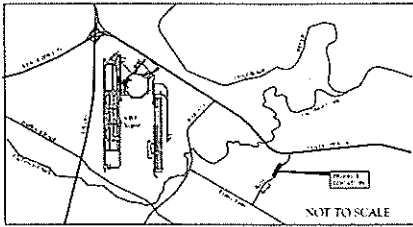
SCS 0708

Berdoll Subdivision Location Map

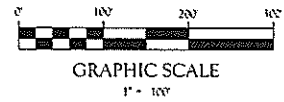
SITE LOCATION MAP



SITE LOCATION MAP



JOSE ANTONIO NAVARRO GRANT
TRAVIS COUNTY, TEXAS
JUNE 2008



- LEGEND**
- CONCRETE MONUMENT SET
 - 1" IRON PIPE FOUND
 - 1 1/2" IRON ROD FOUND
 - ⊕ 1 1/2" IRON ROD W/ PLASTIC CAP FOUND
 - ⊖ 1 1/2" IRON ROD W/ PLASTIC "DELTA SURVEY" CAP SET
 - BENCHMARK
 - ⊙ RICK
 - ⊙ P.O.B
 - ⊙ POINT OF BEGINNING
 - ⊙ R.O.W
 - ⊙ OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
 - ⊙ REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
 - ⊙ DEED RECORDS, TRAVIS COUNTY, TEXAS
 - ⊙ SIDEWALK

79.12 ACRES
JEFFREY COOPER AND ROBERT COOPER
TRAC. No. 2006021235
O.P.R.T.C.T.X.
(UNABLE TO LOCATE DESCRIPTION)

3.00 ACRES TRACT
MUNIN GROWTH PROPERTIES, LLC
DOK. No. 2003008109
O.P.R.T.C.T.X.

4.51 ACRES PARK
SECTION 082
DOK. No. 200200121
O.P.R.T.C.T.X.

1.913 ACRE REMAINDER TRACT
HOLMA DOLLAR PARTNERS, LLC
DOK. No. 200309954 & 200309954
O.P.R.T.C.T.X.

18.113 ACRES
JAY BERDOLL
VOL. 1092 PG. 2163
O.P.R.T.C.T.X.

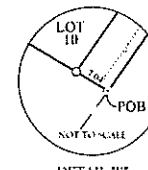
CITY OF AUSTIN
10" ELECTRIC
UTILITY EASEMENT
DOK. No. 200177355
O.P.R.T.C.T.X.

13.8071 ACRE TRACT
TRAVIS COUNTY
VOLUME 1133 PAGE 89
O.P.R.T.C.T.X.

10" ELECTRIC AND
TELECOMMUNICATIONS
EASEMENT

ROSS ROAD
(CON. RIGHT OF WAY)

7.00' R.O.W. IS HEREBY DEDICATED



LINE	BEARING	DISTANCE
L1	N59°37'24"W	54.00'
L2	S20°19'48"E	1035.03'
L3	S48°00'22"E	54.00'
L4	S20°00'22"W	8.47'
L5	S30°19'48"W	146.75'
L6	S19°37'24"E	8.90'
L7	S10°19'48"W	40.00'
L8	N59°37'24"W	9.10'
L9	S20°19'48"W	40.00'
L10	S59°33'32"E	4.80'
L11	S30°19'48"W	40.00'
L12	N59°37'24"W	9.10'
L13	S10°19'48"W	175.01'
L14	S59°37'24"E	8.70'
L15	S30°19'48"W	40.00'

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	1034.00'	742.74'	341.22'	S42°00'35"W	118.4200°
C2	950.00'	90.72'	90.71'	S33°22'21"W	65.7829°
C3	1033.00'	157.28'	157.14'	S44°35'00"W	60.3123°
C4	1057.00'	136.02'	154.85'	S36°28'55"W	108.2793°
C5	1037.00'	39.23'	39.25'	S11°27'17"W	01.1539°
C6	1057.00'	111.55'	113.49'	S46°09'12"W	06.1925°
C7	1057.00'	39.89'	39.96'	S43°59'11"W	02.1001°
C8	26.00'	12.17'	12.41'	S83°55'07"W	92.0002°
C9	1058.00'	174.00'	173.82'	S35°12'12"W	09.1069°
C10	20.00'	31.82'	26.33'	S14°28'45"E	00.1712°
C11	35.00'	15.12'	15.31'	S20°11'13"W	09.4246°
C12	20.00'	31.82'	26.34'	S14°28'45"E	00.1712°
C13	35.00'	15.12'	15.32'	S20°11'13"W	09.4246°
C14	20.00'	31.82'	26.34'	S14°28'45"E	00.1712°
C15	31.00'	219.74'	219.52'	S30°56'40"E	13.2143°
C16	243.00'	90.77'	90.74'	S33°22'36"W	05.1035°

LAND USE SCHEDULE

Use	Area (sf)	Area (ac)	# of lots
Commercial			
Lots	382,222	8.775	10
ROW	10,629	0.244	
Total	392,850	9.019	10

BENCHMARK LIST - DATUM = 1 NAVD83
 BM-01 ELEVATION = 457.70 (50.00') 0.75' IN CURVE TO BE VIEWED FROM THE SOUTHWEST CORNER OF SUBJECT TRACT
 BM-02 ELEVATION = 509.29 (50.00') 0.26' IN CURVE TO BE VIEWED FROM THE SOUTHWEST CORNER OF SUBJECT TRACT

§ EXHIBIT 82.401 (C) CASH SECURITY AGREEMENT

TO: Travis County, Texas

DEVELOPER: *Reeves Development, LLC*

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: *\$11,175.10*

SUBDIVISION: Berdoll Commercial Subdivision

DATE OF POSTING: *August 19, 2008*

EXPIRATION DATE: Three Years from Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of the DEVELOPER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

The County considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Improvements to current Travis County Standards for the Construction of Roads and Drainage in Subdivision (the "Standards"). No further substantiation of the necessity of the draw is required by this Agreement.

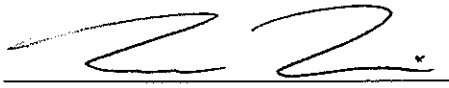
This Agreement is conditioned on the performance of the duties of the DEVELOPER prior to the Expiration Date to provide for the construction and completion of the street and drainage Improvements in the SUBDIVISION to current Travis County Standards for the Construction of Roads and Drainage in Subdivision (the "Standards"), so that the Improvements are performing to the Standards upon the approval of the construction of the Improvements and the acceptance of the public Improvements by the Commissioners Court and at the end of the one-year public Improvement construction performance period, which commences upon the acceptance.

Partial drafts and reductions in the amount of Security are permitted. Upon the acceptance of the Improvements, the Security will be reduced to ten percent of the cost of the public Improvements which include common area sidewalks. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of constructing the Improvements. This Agreement may be revoked only by the written consent of the DEVELOPER and the County.

The Developer must indicate by signing the appropriate line, below, whether or not he wishes the escrowed funds to be invested with interest paid at the rate Travis County receives for its 90-day accounts and be charged a \$25.00 investment fee every 90 days. The minimum of amount of cash security that will be considered for investment is Two Thousand Dollars (\$2,000).

DEVELOPER

ADDRESS OF DEVELOPER

By: 

825 Ryan St.

Name: Michael Hankins/Raines Development 2nd Floor

Title: Director of Operations

Lake Charles LA 70601

Date: 7-21-08

Phone: 337 433-0200

_____ Invest funds with interest paid at the rate Travis County receives for its 90-day accounts and be charged a \$25.00 Investment fee every 90 days.

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me by Michael Aankins on the 21 day of July, 2008, in the capacity stated herein.

Susan D Meador

Notary Public in and
for the State of ~~Texas~~ Louisiana

Printed or typed name
of notary
My commission
expires: _____

Mailing Address of Owner:

*825 Ryan St., 2nd Floor
Lake Charles LA 70601*

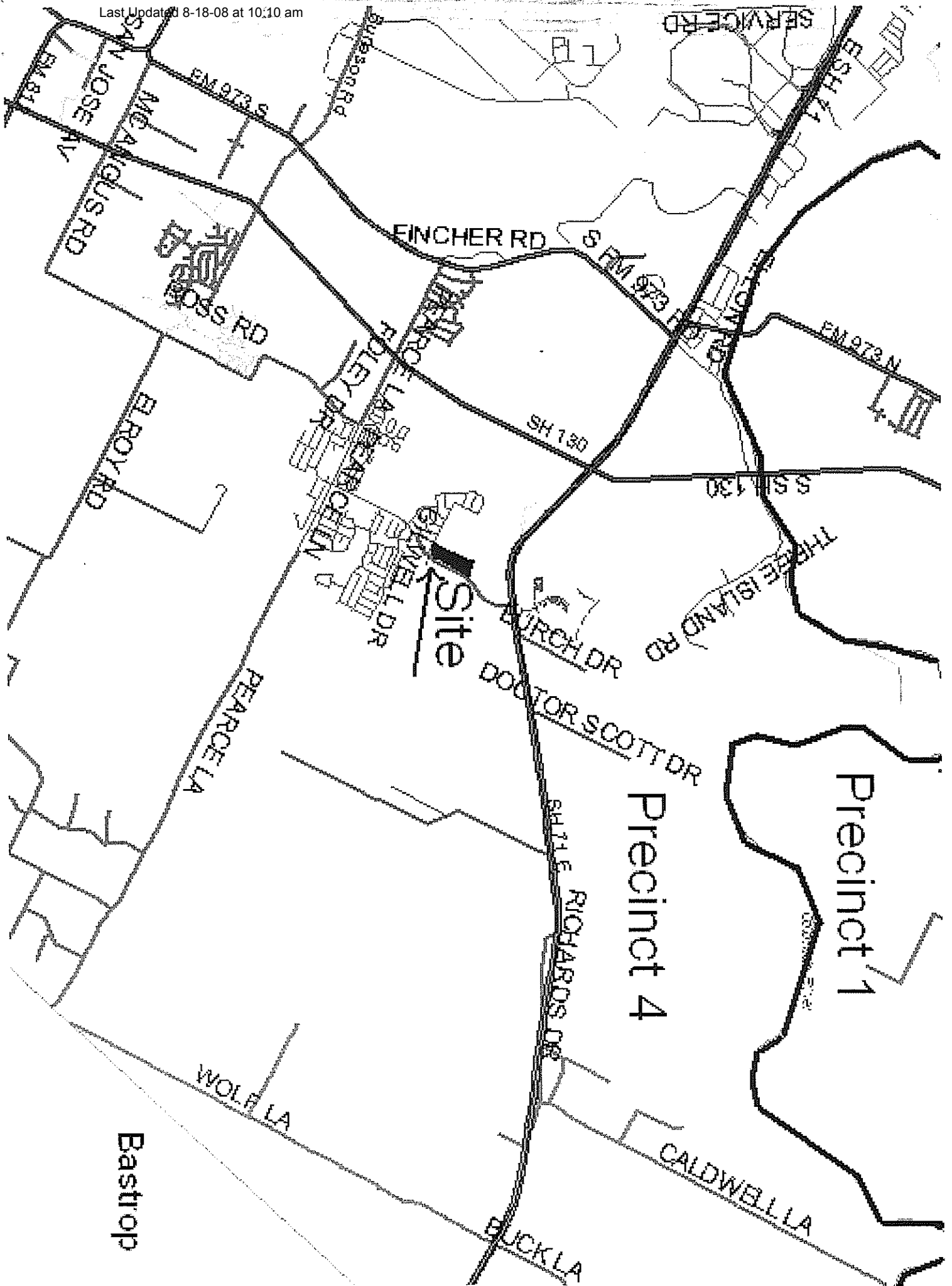
SUSAN D. MEADOR
NOTARY PUBLIC #7820
CALCASIEU PARISH, LOUISIANA
Commissioned For Life

Cash Security Agreement
Page 3

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date



Site

Precinct 4

Precinct 1

Bastrop

13

RECEIVED
COUNTY JUDGE'S OFFICE

08 AUG 14 PM 3:55

Travis County Commissioners Court Agenda Request

Voting Session 8/19/08
(Date)

Work Session _____
(Date)

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

B. Requested Text:

Consider and take appropriate action on:

Approve a plat for recording in Precinct Three: The Reserve at Lake Travis, Final Plat (Total Lots: 129 (116 Single Family Residential, 3 Commercial, 2 ROW/Private Streets, 2 Entry Way Lots, and 6 Park/Greenspace/Drainage lots) – 291.65 Acres – Thurman Bend Road – Fiscal has been posted with Travis County – Sewage service to be provided by on-site septic facilities – No ETJ).

F. Approved by:

Commissioner Gerald Daugherty, Precinct Three

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).

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

Michael Hettenhausen: 854-7563 Chris Gilmore: 854-9455 Joe Arriaga 854-7562

Anna Bowlin: 854-7561 Dennis Wilson: 854-4217

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- ___ Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

BACK-UP MEMORANDUM

August 12, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: *AB* Anna Bowlin, Division Director, Development Services Division

SUBJECT: The Reserve at Lake Travis – Final Plat, Precinct Three

PROPOSED MOTION:

Consider and take appropriate action on:

Approve a plat for recording in Precinct Three: The Reserve at Lake Travis, Final Plat (Total Lots: 129 (116 Single Family Residential, 2 Commercial, 1 Marina, 2 ROW/Private Streets, 2 Entry Way Lots, and 6 Private Park/Drainage lots) – 291.65 Acres – Thurman Bend Road – Fiscal has been posted with Travis County – Sewage service to be provided by on-site septic facilities – No ETJ).

SUMMARY AND STAFF RECOMMENDATION:

This final plat subdivision consists of 129 total lots (116 Single Family Residential, 2 Commercial, 1 Marina, 2 ROW/Private Streets, 2 Entry Way Lots, and 6 Private Park/Drainage lots). Fiscal has been posted with Travis County. There are 18,061 linear feet of private streets proposed with this final plat. Parkland dedication fees for the amount of \$41, 498.00 in lieu of dedication have been paid to Travis County with this final plat.

This final plat is part of an approved preliminary plan approved by the Court on June 24, 2008 as part of that approval the Court approved the following variances: 1) A Variance request from Chapter 82, Section 82.202(e) (2), and Dual Access (Requires a new subdivision must have at least two access streets connecting to a different external street), 2) A variance request from Chapter 82, Section 82.209(c)(3)(D), Buffer Zones for Waterways (Requires a 75 foot buffer from the 681 foot mean sea level contour line), 3) A variance request from Chapter 82, Section 82.209(c)(D), Buffer Zones for

Environmentally Valuable Features (Establishes a 50-foot buffer zone behind canyon rim rock and bluff crest lines) and 4) A variance request from Chapter 82, Section 82.209(d)(1), Cut and Fill (Requires all cut and fill land balancing to be limited to a maximum of 8 feet).

As this final plat meets all Travis County standards, TNR staff recommends approval of the plat.

ISSUES AND OPPORTUNITIES:

Notification

Notification of the non-residential uses (marina, restaurant, and casitas) was mailed to two homeowners' associations within 1,000 feet of the proposed project as well as the local emergency services district and the Travis County fire marshal with the preliminary plan. Notification of the non-residential uses was not sent with this final plat. At this time, staff has received no inquiries from any constituents.

Emergency Services

The Travis County Fire Marshall's office, has worked with the applicant and the Texas Forest Service to generate safety standards and a safety plan for the proposed development (e.g., create a Firewise community with fire safe building materials, defensible space surrounding structures, etc.) to compensate for the inability to design the proposed project with dual access points along Thurman Bend Road. See attached letter from Mike Slaughter, Travis County Fire Marshall.

BUDGETARY AND FISCAL IMPACT:

None.

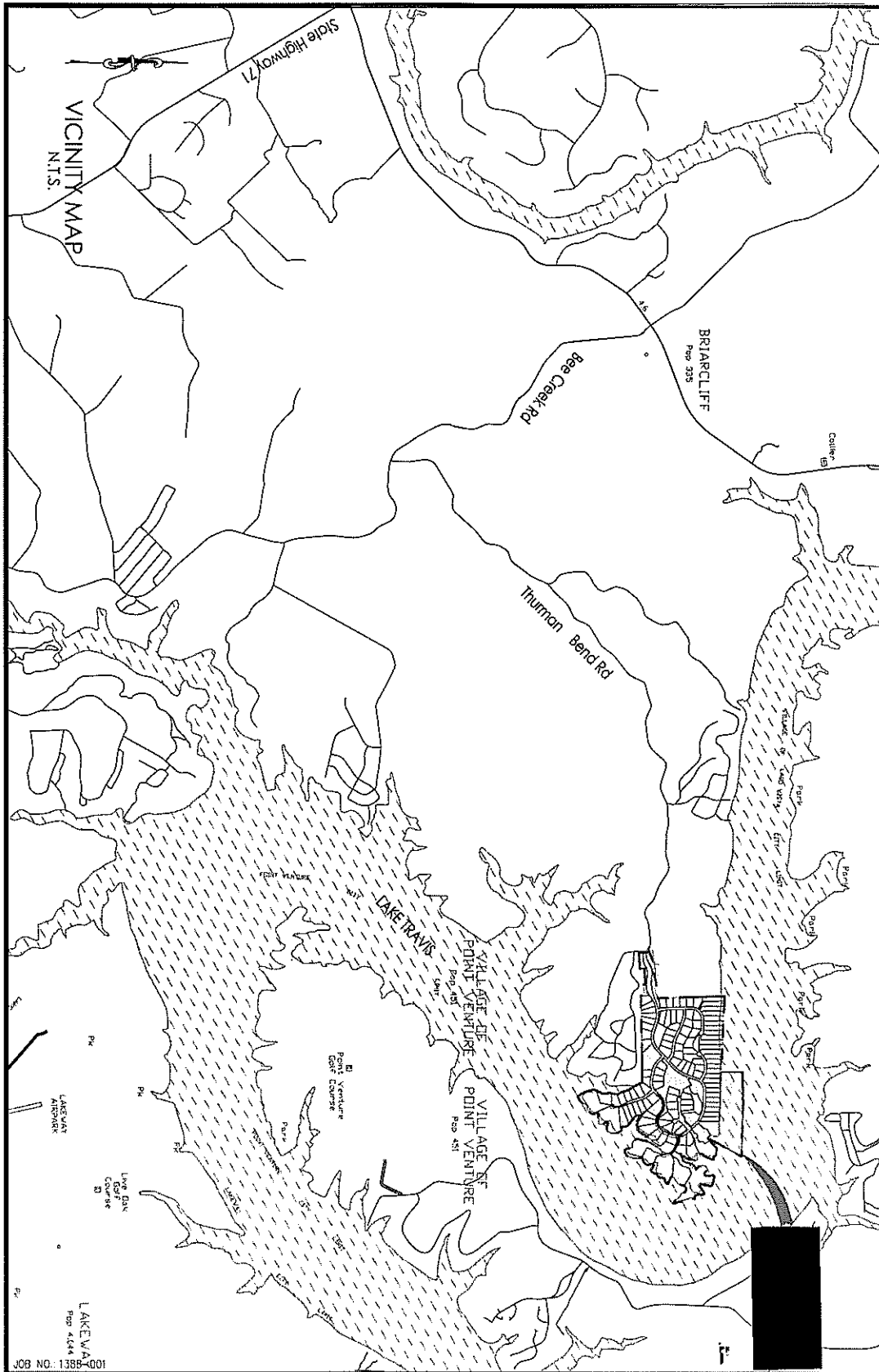
REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

- Location map
- Precinct map
- Copy of Plat

AMB: jla
0805



JOB NO. 1388-001

CMA ENGINEERING, INC.
14101 WEST HIGHWAY 290
BUILDING 600
AUSTIN, TEXAS 78737
(512) 894-3230 Fax: (512) 894-3225

**The Reserve at Lake Travis
Vicinity Map**

THE RESERVE AT LAKE TRAVIS

TRAVIS COUNTY, TEXAS

AUGUST 1, 2008

SCENIC DRIVE

EDGEWATER BEACH SEC. 2
Bk. 9, Pg. 93

EDGEWATER BEACH SEC. 2
Bk. 9, Pg. 93

SHEET 2 OF 12

THE LAND SURVEYING FIRM

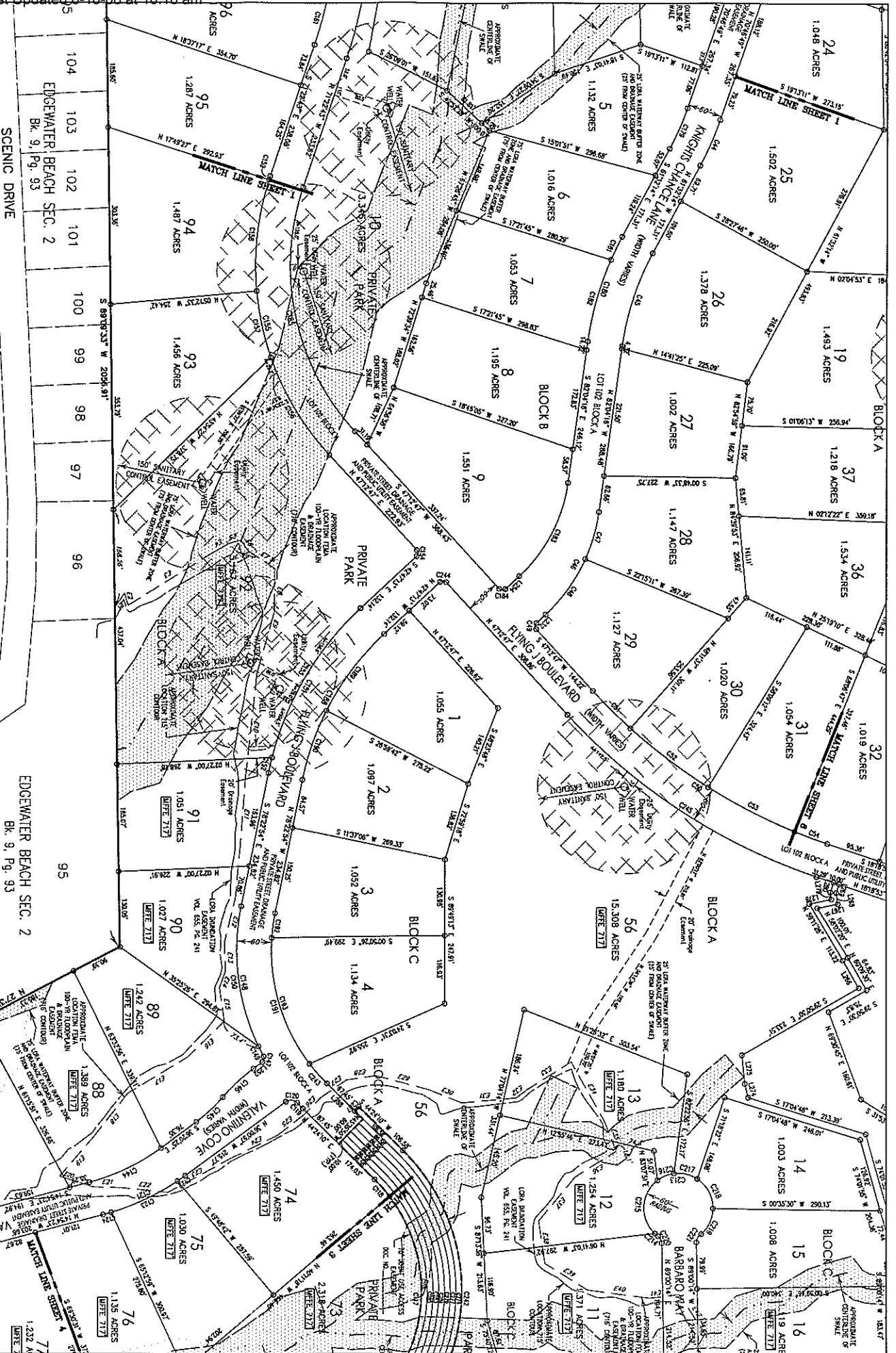
THE RESERVE AT LAKE TRAVIS

BEARING BASED ON THE
NATIONAL GRID SYSTEM
AND THE STATE PLANE
COORDINATE SYSTEM
DISTANCES SHOWN ARE
ALONG THE SURVEY
LINE. SCALE FACTOR IS
1.0000000000000000



Terra
LAND SURVEYING
FIRM

THE RESERVE AT LAKE TRAVIS



SHEET 2 OF 12

THE LAND SURVEYING FIRM

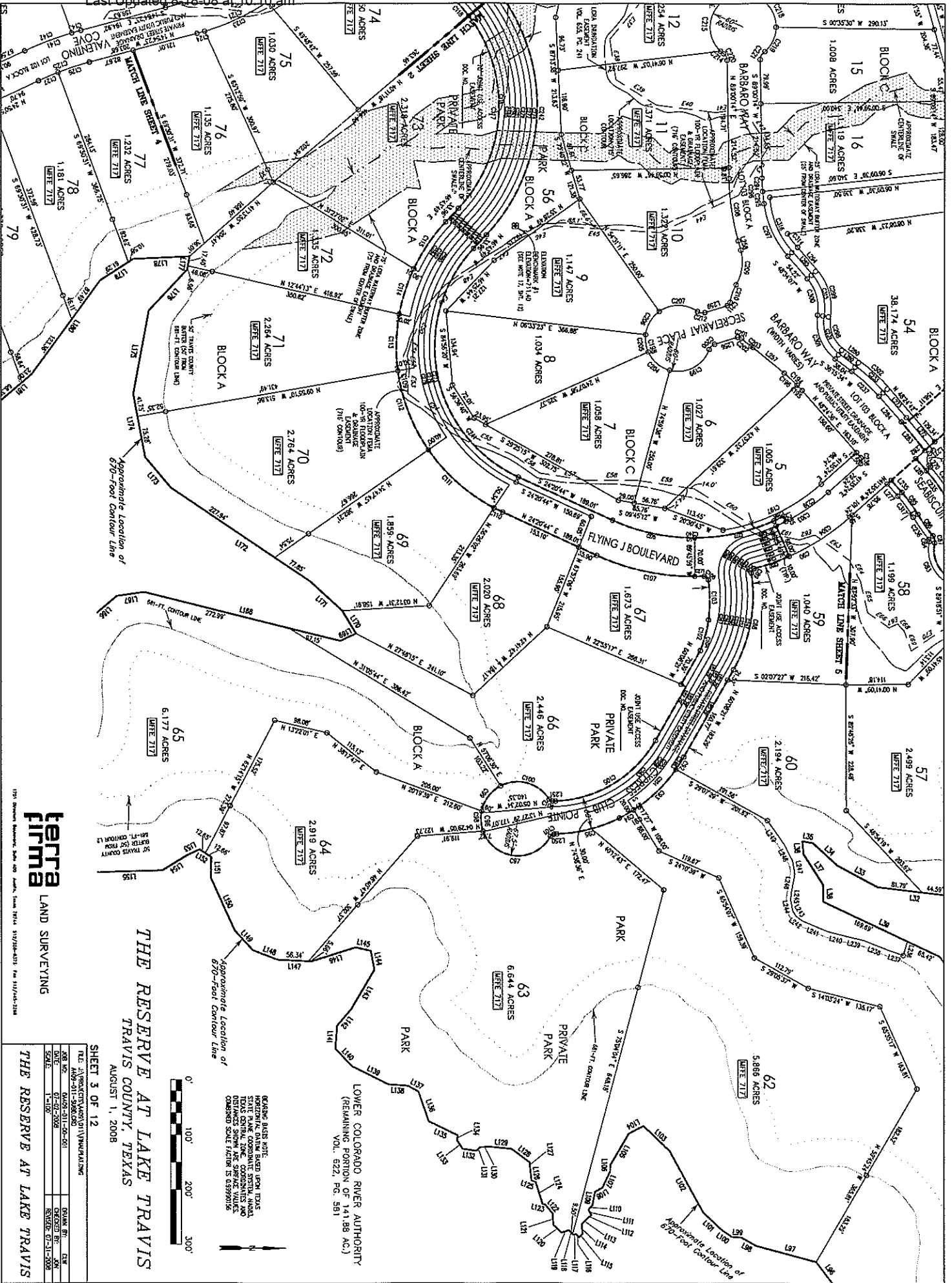
THE RESERVE AT LAKE TRAVIS

BEARING BASED ON THE
NATIONAL GRID SYSTEM
AND THE STATE PLANE
COORDINATE SYSTEM
DISTANCES SHOWN ARE
ALONG THE SURVEY
LINE. SCALE FACTOR IS
1.0000000000000000



Terra
LAND SURVEYING
FIRM

THE RESERVE AT LAKE TRAVIS



ferra
LAND SURVEYING

THE RESERVE AT LAKE TRAVIS
TRAVIS COUNTY, TEXAS

AUGUST 1, 2008

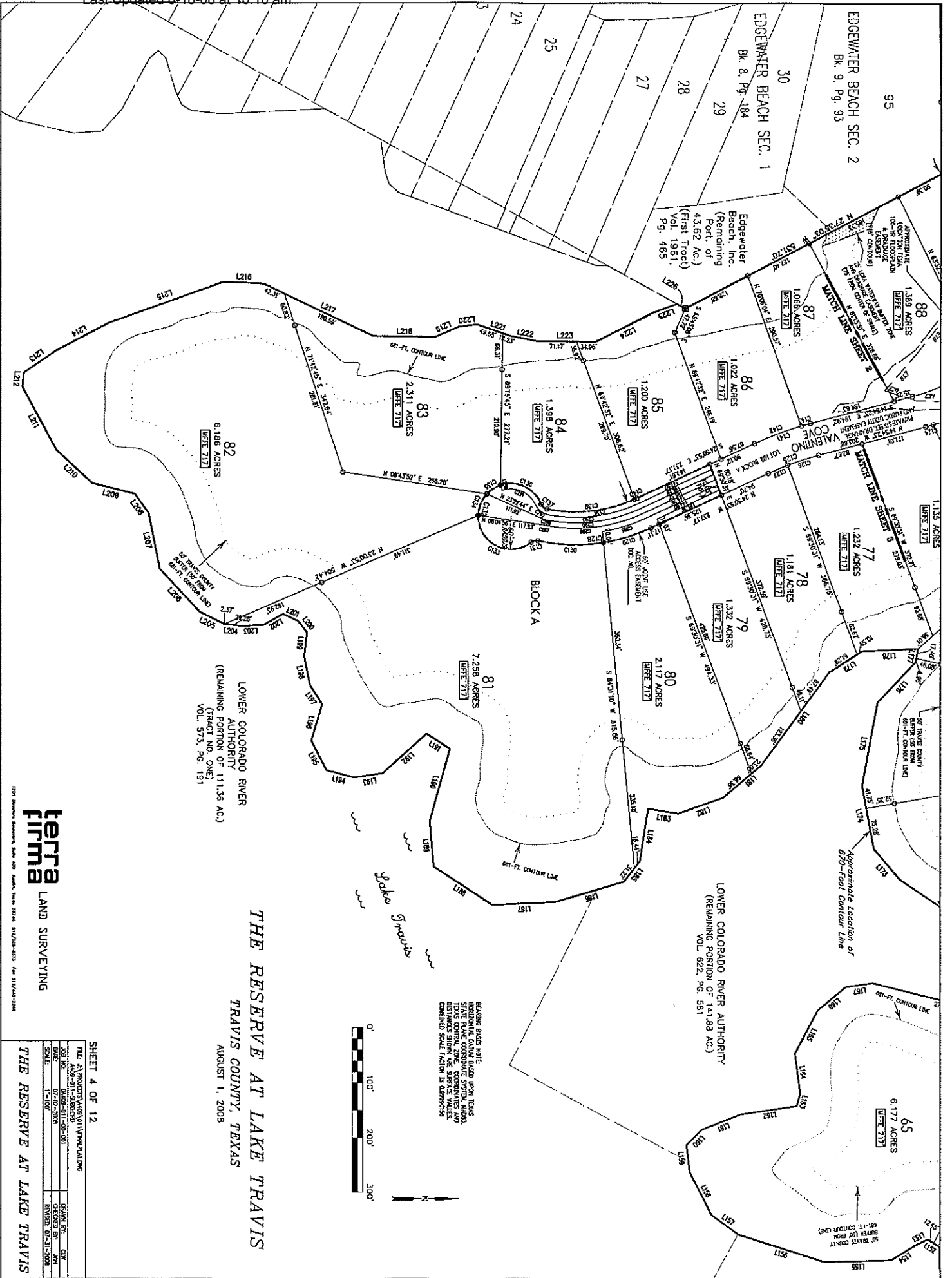
SHEET 3 OF 12

FILE #	PROJECT/LOCATION	DATE	SCALE
108	108-01-2008-02-01	07-27-2008	1"=100'
109	109-01-2008-02-01	07-27-2008	1"=100'
110	110-01-2008-02-01	07-27-2008	1"=100'

THE RESERVE AT LAKE TRAVIS

BEARING BASE NOTE:
BEARINGS AND DISTANCES WERE OBTAINED FROM THE ORIGINAL SURVEY RECORDS AND THE ORIGINAL SURVEY RECORDS HAVE BEEN RECHECKED FOR ACCURACY. THE ORIGINAL SURVEY RECORDS ARE THE SOURCE OF THE DATA FOR THIS SURVEY. THE ORIGINAL SURVEY RECORDS ARE THE SOURCE OF THE DATA FOR THIS SURVEY.

LOWER COLORADO RIVER AUTHORITY
(REMAINING PORTION OF 141.88 AC.)
VOL. 622, PG. 581



LOWER COLORADO RIVER AUTHORITY
 AUTHORITY
 (REMAINING PORTION OF 111.38 AC.)
 VOL. 573, PG. 191

LOWER COLORADO RIVER AUTHORITY
 (REMAINING PORTION OF 141.88 AC.)
 VOL. 622, PG. 581

BEARING BASIS NOTE:
 BEARING DATA BASED UPON TEXAS
 MIDDLE PRINCIPAL MERIDIAN. ALL
 TIES TO CENTRAL ZONE, COORDINATES AND
 DISTANCES SHOWN ARE SERVICE VALUES
 COMPUTED SCALE FACTOR IS 0.999985



THE RESERVE AT LAKE TRAVIS
 TRAVIS COUNTY, TEXAS
 AUGUST 1, 2008

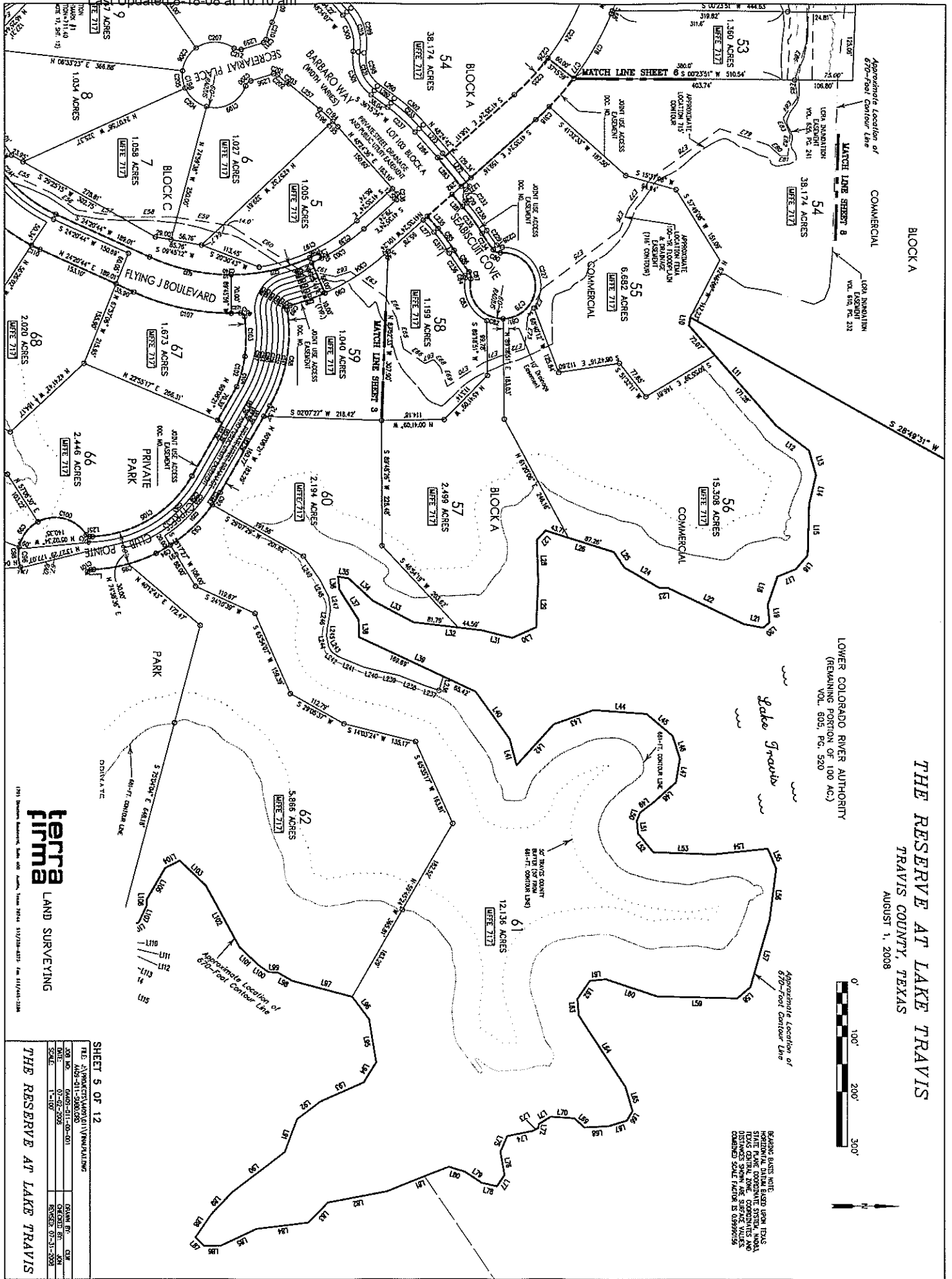
SHEET 4 OF 12

terra firma LAND SURVEYING

1751 Duvall Avenue, Suite 400, Austin, Texas 78744 512/758-4373 Fax 512/448-2344

THE LAND SURVEYING DIVISION	DATE	SCALE	BANK REF.	CHK.
2008	07-27-2008	1"=100'		
07-27-2008				
07-27-2008				

THE RESERVE AT LAKE TRAVIS



THE RESERVE AT LAKE TRAVIS

TRAVIS COUNTY, TEXAS
AUGUST 1, 2008

LOWER COLORADO RIVER AUTHORITY
(REMAINING PORTION OF 100 AC.)
VOL. 805, PG. 520



READING NOTE:
HORIZONTAL DATA BASED UPON TEXAS
STATE PLAIN COORDINATE SYSTEM, NAD83
DISTANCES SHOWN ARE SURFACE VALUES
CORRECTED SCALE FACTOR IS 0.9999915

terra
LAND SURVEYING

SHEET 5 OF 12	
PROJECT: LAKE TRAVIS	DATE: 07-20-2008
DRAWN BY: [Name]	CHECKED BY: [Name]
SCALE: 1"=100'	REVISED: 07-21-2008
THE RESERVE AT LAKE TRAVIS	

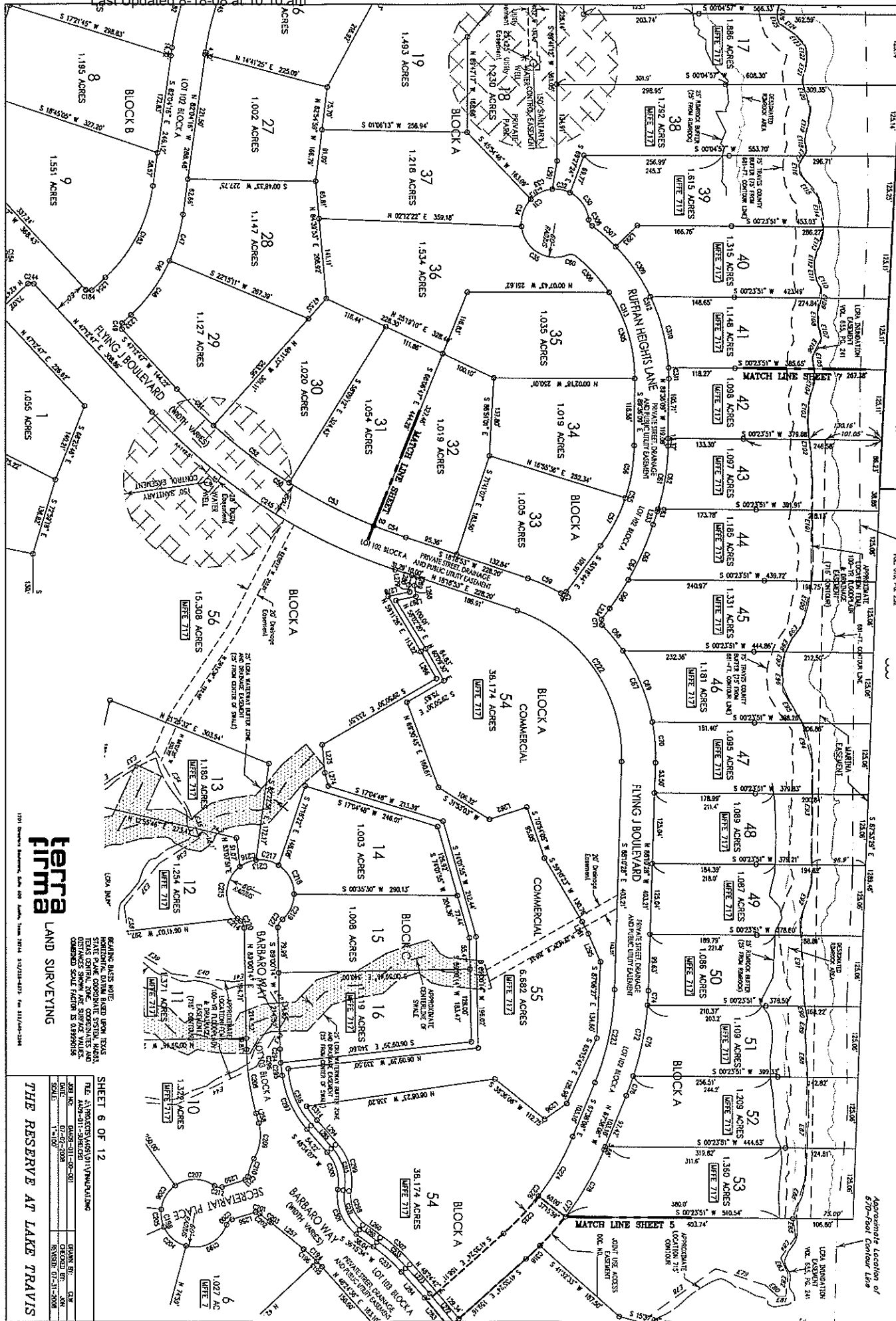


Lake Travis

THE RESERVE AT LAKE TRAVIS

TRAVIS COUNTY, TEXAS
AUGUST 1, 2008

Approximate location of 870-7000 Governor Loop



terra
LAND SURVEYING

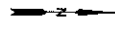
STANDARD SURVEYING
BOUNDARY SURVEYING
STATE PLANE COORDINATE SYSTEM, ADJUSTED
TEXAS CENTRAL TIME, COORDINATES AND
ELEVATIONS ARE IN METERS
COMPILED FROM THE ORIGINAL
CORNER SURVEY RECORDS

SHEET 6 OF 12

THE LAND SURVEYING PROFESSIONAL SEAL

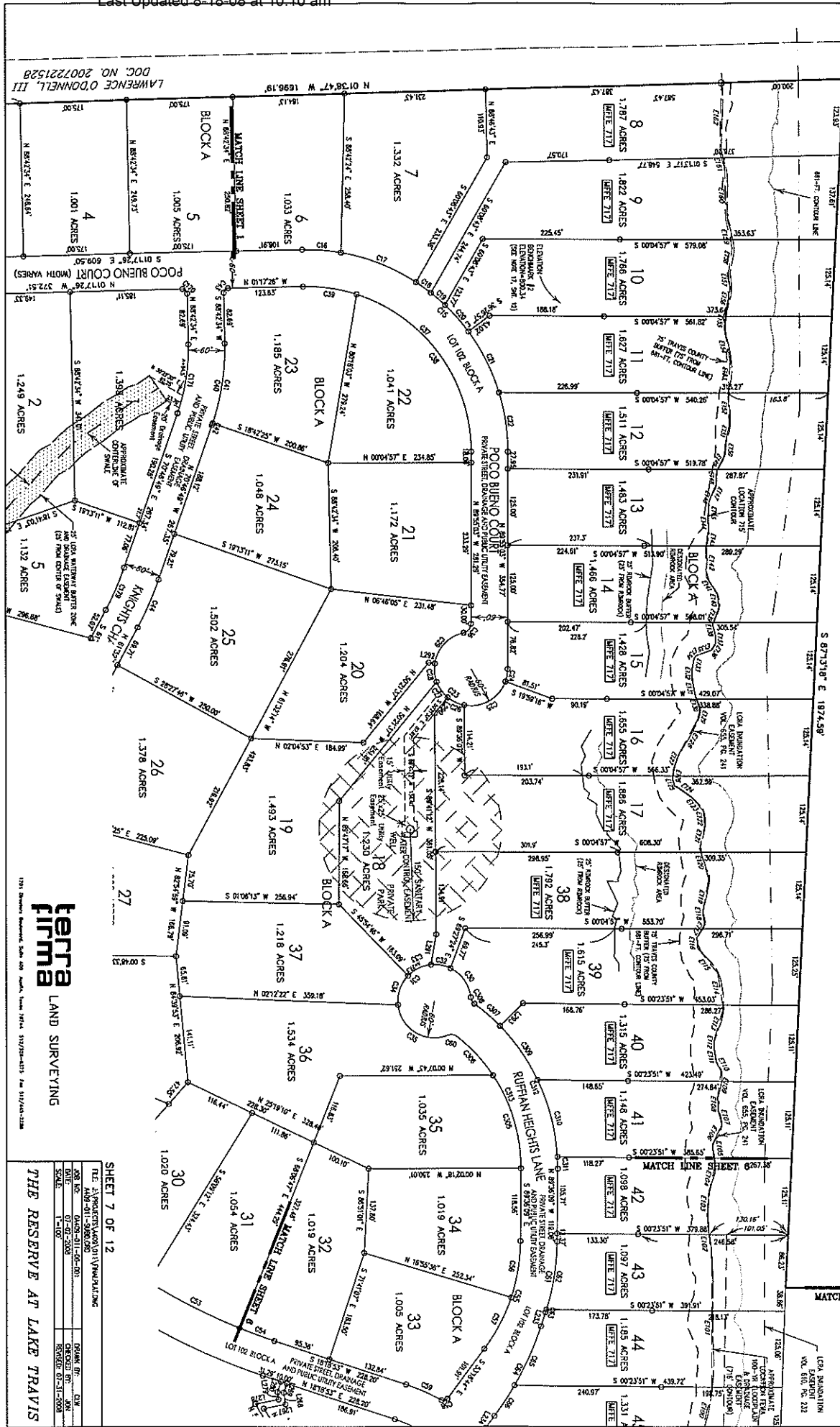
DATE: 07-07-2008
SCALE: 1"=100'

THE RESERVE AT LAKE TRAVIS



THE RESERVE AT LAKE TRAVIS
 TRAVIS COUNTY, TEXAS
 AUGUST 1, 2008

READING BASIS NOTE:
 HORIZONTAL DATA BASED UPON TEXAS
 STATE PLUMBING, GEODESIC SURVEYING
 DISTANCES SHOWN ARE SURFACE VALUES.
 OVERSOUND SCALE FACTOR IS 0.99999158

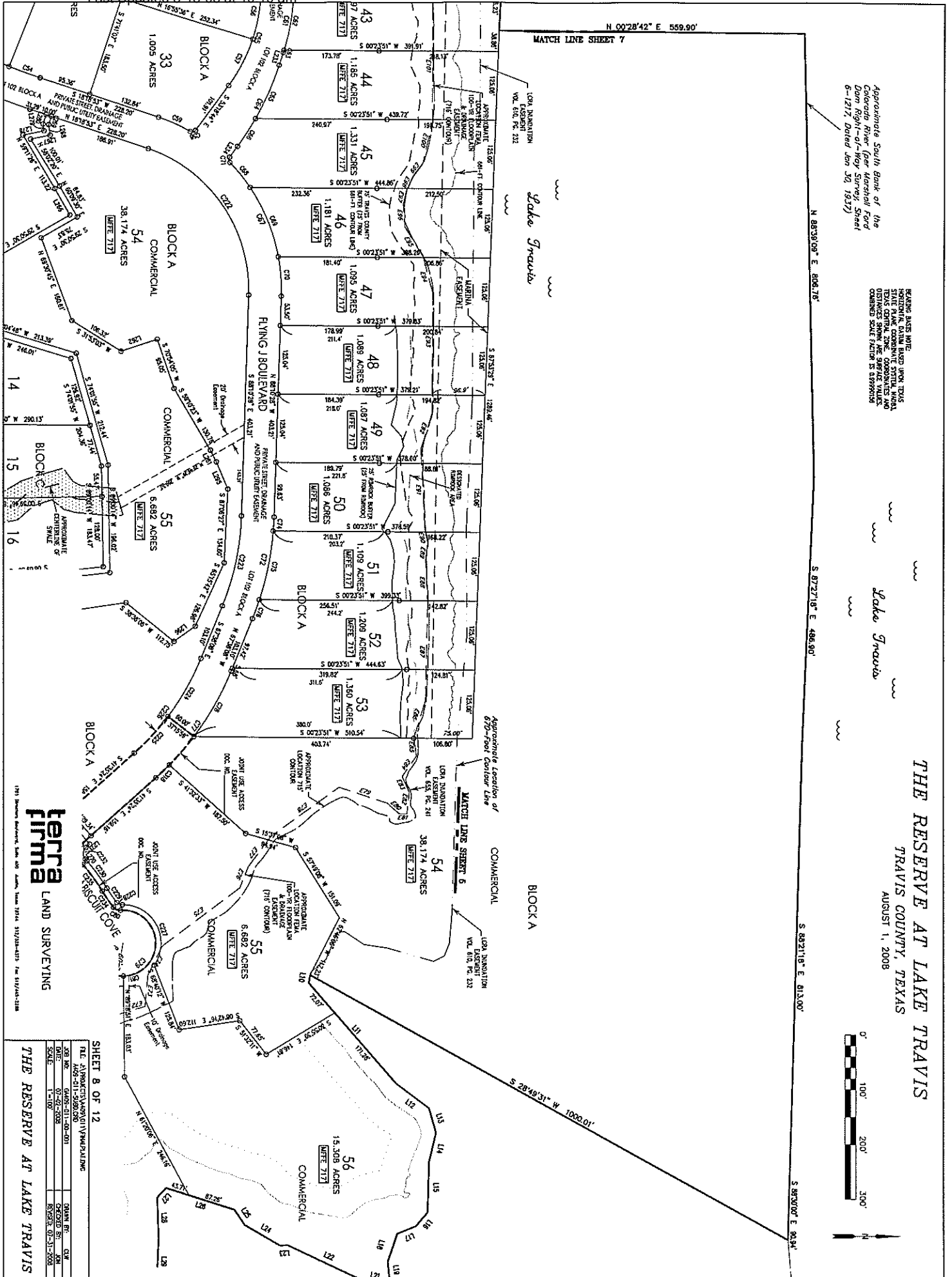


ferra
 LAND SURVEYING

SHEET 7 OF 12

THE ENGINEER'S/LAND SURVEYOR'S NAME	DATE	SCALE
THE ENGINEER'S/LAND SURVEYOR'S LICENSE NO.	DATE	SCALE
THE ENGINEER'S/LAND SURVEYOR'S EXPIRES	DATE	SCALE
THE ENGINEER'S/LAND SURVEYOR'S REVISED	DATE	SCALE

THE RESERVE AT LAKE TRAVIS



Approximate South Bank of the Colorado River (per Marshall Ford Dam Right-of-Way Survey Sheet 6-1217, Dated Jan 30, 1937)

BEARING AND DISTANCE TO THE STATE PLAT, COGNITIVE SYSTEM, AREA, TEXAS CENTRAL ZONE, COORDINATES AND DISTANCES SHOWN ARE SURVEY VALUES. SURVEY SHEET NUMBER IS 89799300.

THE RESERVE AT LAKE TRAVIS

TRAVIS COUNTY, TEXAS
AUGUST 1, 2008

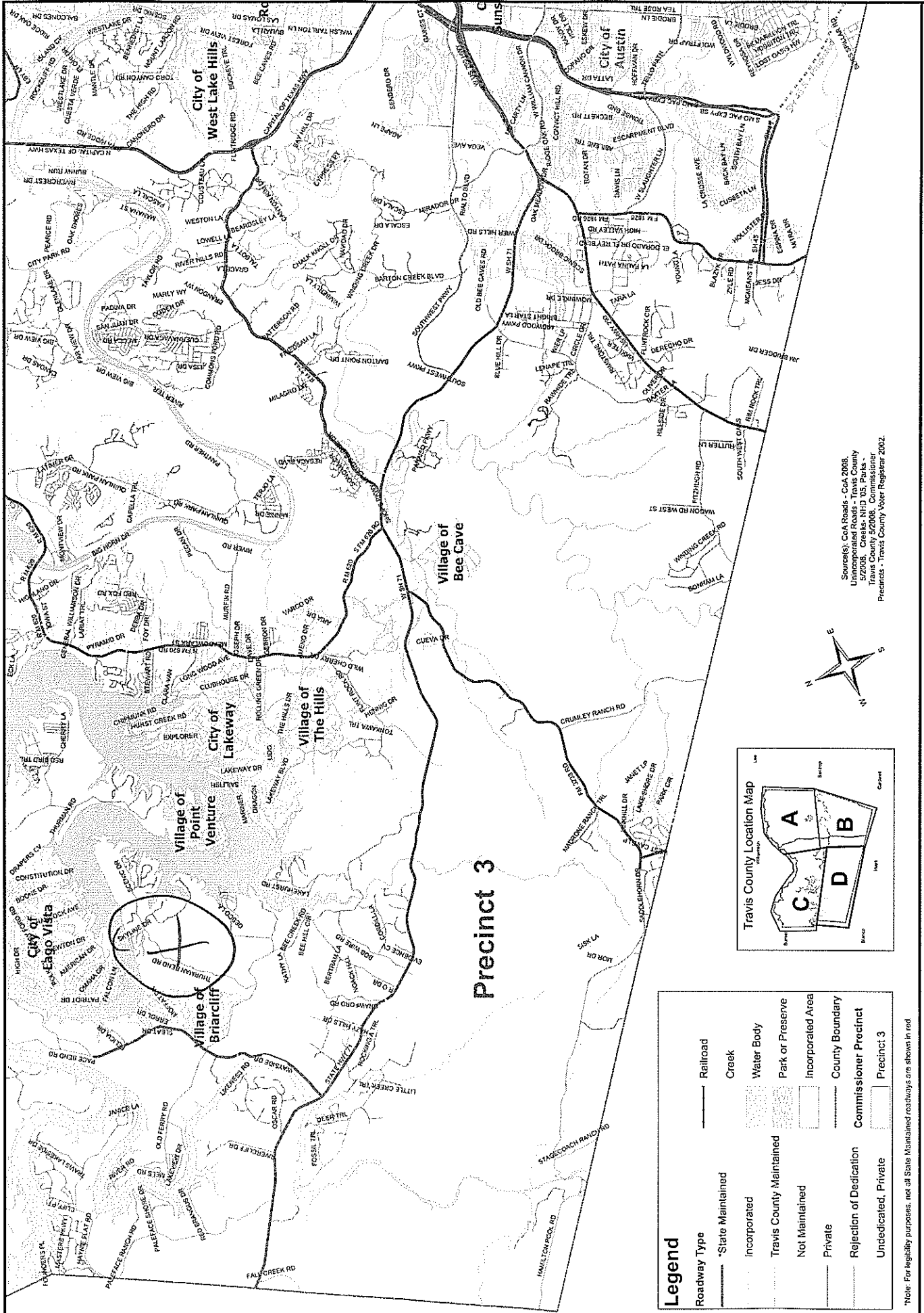


Terra
firma
LAND SURVEYING

SHEET 8 OF 12

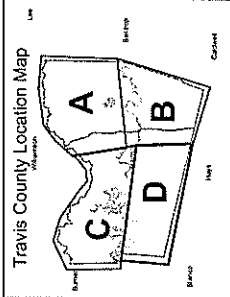
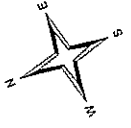
FILE NUMBER	1911
DATE	07-22-08
SCALE	1"=100'
REVISION	07-31-2008

THE RESERVE AT LAKE TRAVIS



Precinct 3

Source(s): CoA Roads - CoA 2008
 Unincorporated Roads - Travis County
 5/2008, Creeks - NHD 05, Parks -
 Travis County 5/2008, Commissioner
 Precincts - Travis County Voter Registrar 2002.



Legend	
	Railroad
	*State Maintained
	Incorporated
	Travis County Maintained
	Not Maintained
	Private
	Rejection of Dedication
	Undedicated, Private
	Creek
	Water Body
	Park or Preserve
	Incorporated Area
	County Boundary
	Commissioner Precinct
	Precinct 3

*Note: For legibility purposes, not all State Maintained roadways are shown in red.

Map Disclaimer: This map was compiled for the Travis County GIS Center by the Travis County GIS Center. The data is provided "as is" with no warranties of any kind. For questions, contact the Travis County GIS Coordinator at (512) 851-1983.

Text Scale:
 1 inch equals 1 000 miles
 1 inch equals 5 280 feet

Travis County Roadways, Map D

Also Prepared by Travis County
 Dept of Transportation & Natural
 Resources Date 8/18/2008
 http://www.co.travis.tx.us

14 ✓

Travis County Commissioners Court Agenda Request

Voting Session 08/19/2008
(Date)

Work Session
(Date)

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

B. Requested Text: A. CONSIDER AND TAKE APPROPRIATE ACTION ON THE REQUEST TO TERMINATE THE INTERLOCAL AGREEMENTS WITH LAKE TRAVIS ISD AND WITH LEANDER ISD PERTAINING TO SCHOOL CROSSING GUARD SUPPLEMENTAL PAY.
B. CONSIDER AND TAKE APPROPRIATE ACTION ON THE REQUEST THAT \$11,670 BE ADDED TO THE TNR FY09 OPERATING BUDGET FOR THE SALARY INCREASE FOR TRAVIS COUNTY SCHOOL CROSSING GUARDS LOCATED IN LAKE TRAVIS ISD AND IN LEANDER ISD

C. Approved by: _____
Signature of Margaret Gomez, Commissioner, Precinct 4

II. A. Is backup material attached*: Yes No
*Any backup material to be presented to the court must be submitted with this Agenda (original and eight (8) copies of agenda request and backup).

B. Have the agencies affected by this request been invited to attend the Work Session?
Yes No

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:

Donna Holt, TNR, Division Director of Administrative Services
Jessica Rio, PBO, Assistant Budget Manager
John Hille, County Attorney's Office

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



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

August 7, 2008

MEMORANDUM

TO: Members of the Commissioners Court

FROM: Joseph P. Gieselman, Executive Manager, TNR

SUBJECT: CONSIDER AND TAKE APPROPRIATE ACTION ON THE REQUEST TO TERMINATE THE INTERLOCAL AGREEMENTS WITH LAKE TRAVIS ISD AND WITH LEANDER ISD PERTAINING TO SCHOOL CROSSING GUARD SUPPLEMENTAL PAY

Proposed Motion:

- A. Consider and take appropriate action on the request to terminate the interlocal agreements with Lake Travis ISD and with Leander ISD pertaining to school crossing guard supplemental pay, effective October 1, 2008.
- B. Consider and take appropriate action on the request that \$11,670 be added to the TNR FY09 operating budget for the salary increase for Travis County school crossing guards located in Lake Travis ISD and in Leander ISD

Summary and Recommendation:

It has been extremely difficult to recruit and retain School Crossing Guards in the Lake Travis and Leander school districts. Those particular school districts voluntarily offered to supplement the County's hourly rate up to \$13 per hour to help resolve the recruiting and retention problem. Since the Commissioners Court has approved raising the County's hourly rate to \$13 for School Crossing Guards, the interlocal agreements with the ISD's are no longer needed. Therefore, TNR is recommending the termination of these interlocal agreements effective October 1, 2008, and that the funding for the pay increase and any related benefits be added to TNR's FY09 operating budget.

Budgetary and Fiscal Impact:

This request, if approved, will require an additional \$11,670 to be added to TNR's FY09 operating budget as follows:

001-4987-621-0801 Regular Salaries – Temp Emp \$ 9,649

001-4987-621-2002	FICA Tax – OASDI	\$ 598
001-4987-621-2005	Retirement Contribution	\$ 1,033
001-4987-621-2006	Workers’ Compensation	\$ 250
001-4987-621-2007	FICA Tax – Medicare	<u>\$ 140</u>
	Total	\$11,670

Issues and Opportunities:

Over the years, the County has experienced extreme difficulty in recruiting and retaining School Crossing Guards specifically in the Lake Travis and in the Leander school districts due to the hourly pay rate. In order to ensure proper crossing guard staffing and the safety of their students, the school districts volunteered to supplement the County’s wages up to \$13 per hour. Currently, therefore, the School Crossing Guards in those districts are receiving \$13 per hour.

On August 5, 2008, however, the Commissioners Court approved raising the County’s hourly rate to \$13 per hour. It also approved the creation of only one level of School Crossing Guards, so all employees with this position title will be paid at the same rate. Therefore, the supplemental pay from the school districts is no longer needed.

Background:

Travis County currently provides School Crossing Guard services for Lake Pointe Elementary in the Lake Travis ISD, and Steiner Ranch Elementary, Laura Welsh Bush Elementary, and Canyon Ridge Middle School in the Leander ISD. The County’s School Crossing Guard program is authorized by the Transportation Code, the Education Code, and the Code of Criminal Procedure (102.014). The County also assesses the optional \$1.50 fee for the Child Safety Program, as allowed by Transportation Code 502.173, which is used to fund the School Crossing Guard program in Travis County.

Required Authorization:

County Attorney’s Office

cc: Jessica Rio, PBO
Donna Holt, TNR
Cynthia McDonald, TNR

BUDGET AMENDMENTS AND TRANSFERS

FY 2008

8/19/2008

AMENDMENTS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1		001	9800	981	9892	Reserves	Allocated Reserves		\$ 175,008	1
		001	1230	523	8001	ITS	Office Equip & Furn	\$ 158,661		
		001	1230	523	8002	ITS	Software	\$ 16,347		

TRANSFERS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
T1		001	1250	523	0701	ITS	Reg Salaries-Permnt Empl		\$ 10,000	1
		001	1250	523	2002	ITS	FICA Tax - OASDI		\$ 620	
		001	1250	523	2005	ITS	Retirement Contribution		\$ 1,071	
		001	1250	523	2006	ITS	Worker's Comp.		\$ 20	
		001	1250	523	2007	ITS	FICA Tax - Medicare		\$ 145	
		001	1260	523	0701	ITS	Reg Salaries-Permnt Empl		\$ 13,000	
		001	1260	523	2002	ITS	FICA Tax - OASDI		\$ 806	
		001	1260	523	2003	ITS	Hospitalization		\$ 20,000	
		001	1260	523	2005	ITS	Retirement Contribution		\$ 1,392	
		001	1260	523	2006	ITS	Worker's Comp.		\$ 25	
		001	1260	523	2007	ITS	FICA Tax - Medicare		\$ 189	
		001	1230	523	2003	ITS	Hospitalization		\$ 5,924	
		001	1230	523	2005	ITS	Retirement Contribution		\$ 5,569	
		001	1230	523	2006	ITS	Worker's Comp.		\$ 101	
		001	1230	523	2007	ITS	FICA Tax - Medicare		\$ 754	
		001	1230	523	8001	ITS	Office Equip & Furn	\$ 59,616		
T2		001	1210	523	0701	ITS	Reg Salaries-Permnt Empl		\$ 6,060	1
		001	1210	523	2002	ITS	FICA Tax - OASDI		\$ 1,550	
		001	1210	523	2003	ITS	Hospitalization		\$ 5,000	
		001	1210	523	2005	ITS	Retirement Contribution		\$ 2,678	
		001	1210	523	2006	ITS	Worker's Comp.		\$ 49	
		001	1210	523	2007	ITS	FICA Tax - Medicare		\$ 363	
		001	1230	523	0701	ITS	Reg Salaries-Permnt Empl		\$ 52,000	
		001	1230	523	2002	ITS	FICA Tax - OASDI		\$ 3,224	
		001	1230	523	2003	ITS	Hospitalization		\$ 14,076	
		001	1230	523	6099	ITS	Other Purchased Serv.	\$ 85,000		
T3		001	1210	523	0701	ITS	Reg Salaries-Permnt Empl		\$ 18,940	1
		001	1230	523	3002	ITS	Software	\$ 18,940		




PLANNING AND BUDGET OFFICE TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Randy Lott, Planning and Budget Analyst 

DATE: August 13, 2008

RE: Request by ITS for budget transfers to cover costs for a new Unisys ("Dorado") System to replace current JP system

ITS is requesting Commissioners Court approval to transfer \$175,008 from the Allocated Reserves along with \$163,556 in internal department salary savings to accelerate purchase in FY 08 of a replacement Unisys System ("Dorado") for the JP revenue operations. Total cost for this initiative would be \$520,974. ITS proposes the balance (\$520,974- \$175,000 -\$163,556 = \$182,410) come from department purchase order / pre-encumbrance liquidations and current operating line items.

As part of the FY 09 Budget Process, ITS requested \$476,730 in capital resources for the Dorado system server and software to replace the current system that supports the JP revenue operations and is no longer supported by any maintenance agreements and has no remaining spare parts. PBO recommended this initiative as part of the FY 09 Preliminary Budget. Recommendation of this one-time capital request also allowed for the ITS Maintenance Agreements contractual increases request to be decreased by \$270,973 in on-going resources from the originally requested amount (\$599,523).

In the time since the submission of the Preliminary Budget, ITS has become more concerned about the stability of the current Unisys system and approached the Auditor's Office and PBO to discuss a tentative plan for purchasing the new system in FY 08 in order to accelerate implementation. Both the Auditor's Office and PBO concurred with the ITS concerns and collaborated with the department to identify current year funding. ITS states system implementation would be completed in December 2008.

ITS provided additional reasons for upgrading to the Dorado system:

- 1) Insures stability of outdated system for hi-volume JP revenue operation until all JPs are converted to FACTS.
- 2) Data will not have to be archived as it is today since the new system will have adequate disk space.
- 3) Increased processor speed will result in improved transaction response time.

- 4) Will allow users to use current technology solutions, such as Crystal Reports, to make data more accessible. Ad hoc reporting will be included.

PBO has verified that the Allocated Reserves balance and that departmental salary savings are available. Upon Commissioners Court approval, PBO will also remove the \$476,730 in capital resources that is currently recommended for this project in the FY 09 Preliminary Budget.

PBO recommends approval of this request.

cc: Alicia Perez, Administrative Operations
Joe Harlow, Janice Brown, Nick Macik, ITS
Rodney Rhoades, Leroy Nellis, PBO
Susan Spataro, Mike Wichern, Auditor



Travis County Courthouse, Austin, Texas

TRAVIS COUNTY INFORMATION & TELECOMMUNICATION SYSTEMS

Joe Harlow, Chief Information Officer

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

Date: August 13, 2008
To: Randy Lott, Planning & Budget Office
From: Joe Harlow, Chief Information Officer
Subject: Budget Transfer – Dorado System

A handwritten signature in black ink that reads "Joe Harlow". The signature is written in a cursive style and is positioned to the right of the "From:" field.

An initiative to replace the current Unisys is included in the FY 09 preliminary budget. Based upon discussions with the vendor and with collaboration with PBO and the Auditors Office it is advantageous to Travis County to replace this system with a Dorado 420 system at a cost of \$520,974 prior to the end of the calendar year.

In comparing the license and maintenance cost of the existing system to the cost of the new Dorado system there is a savings after thirteen months. Also approximately \$357, 000 of ongoing cost is forgone for the one time purchase of the new system. The new system insures stability of an outdated system for hi-volume JP revenue operations. Additionally, there will be an increased processor speed and the newer technology will allow Travis County to use current technology solutions to make data more accessible for reporting purposes such as Crystal Reports. The new technology will also provide ad-hoc reporting capability

ITS is recommending that this procurement be made with FY 08 funds. ITS has scrubbed its line items and has located \$345,966 in liquidations and salary savings and associated benefits. ITS proposes that the remaining \$175,008 be funded from allocated reserves.

Attached, for Court Approval, are Budget Adjustments transferring funds from salary line items and also the transfer from allocated reserve.

Cc: Lynn Harper, Admin Ops; Walter LaGrone, ITS; Janice Brown, ITS; Nick Macik, ITS

TRAVIS COUNTY
Information & Telecommunication Systems
Dorado Funding

<i>Equipment</i>		
Dorado Cost		477,711
PO Liquidations	59,387	
Pre-Encumbrance Liquidations	79,760	
Salary Savings & Benefits	163,556	
Total ITS Funding		302,703
Shortage Amount		175,008
<i>Maintenance</i>		
Dorado Maintenance		43,263
ITS Funding		43,263
Balance		0

From: Joe Harlow
To: Barbara Bembry; Cherry Johnson; Christopher Summers; Cindy Muller; Diana Cantu; Gloria Aleman; Heather Kellum; Herb Evans; Joe Alvarado; Karen Barland; Lily Reyes; Lupe McMillin; Raul Gonzalez; Richard Scott; Susan Steeg; Tommy Wilson; Yonnette Gilkes
Date: 7/25/2008 10:33:14 AM
Subject: FACTS Update

All,

ITS is recommending the current unsupported Unisys system hardware be upgraded. Our recommendation is due to the lack of available parts and disk units that are required to keep the current Unisys hardware functional for daily use. Continuing to have unsupported hardware running in a volume rich environment is a potential risk. This will provide a stable system for the JP operations while we continue to work on FACTS. The cost of this upgrade will be less than the cost of maintaining the current Unisys system for another year.

This new hardware will increase reliability, diminish downtime, and provide a higher performing system for the current Unisys environment. Other benefits include:

- (1) Data will not have to be archived as it is today as there will be disk space. Currently, ITS has to archive off data in order to make space available for your new daily transactions. Unfortunately, this has been the only remedy to this problem since we can no longer purchase additional disk units. With this new hardware, the lack of disk space will not be an issue.
- (2) This upgrade will provide increased processor speed. Increasing the processing power results in improved transaction response time. We anticipate that data correction throughput will be improved as well as daily processing completed in a more timely manner.
- (3) This upgrade will allow us to use alternative solutions to make the data more accessible for reporting purposes.

This migration will be scheduled as quickly as possible, but will require many of the resources that are currently working on the JP FACTS implementation. It will therefore be necessary to temporarily suspend work on the JP implementation. The ITS FACTS team will work on the Probate implementation until it and the Unisys migration are complete, at which time work will be resumed on the JP implementation. The JP offices should continue to work on addressing their data clean up issues during this time.

CC: Alicia Perez; Beth Blankenship; DUSTY KNIGHT; Janice Brown; Judy Pittsford; Leroy Nellis; Mike Wichern; Randy Lott; Rodney Rhoades; Susan Spataro

Budget Adjustment: 11925

Fyr_ Budget Type: 2008-Reg

Author: 12 - MACIK, NICHOLAS

Created: 8/12/2008 3:07:20 PM

PBO Category:

Court Date: None

Dept: INFORMATION & TELECOMMUNI

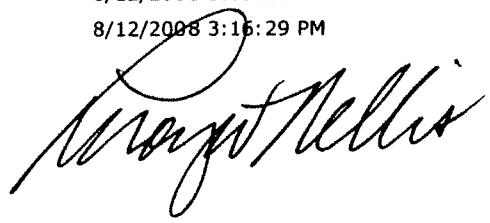
Just: CommCodeRq

Unisys Dorado Funding From Salary Savings

From Account	Acct Desc	Project	Proj Desc	Amount
001-1250-523-0701	REG SALARIES-PERMNT EMPL			10,000
001-1250-523-2002	FICA TAX - OASDI			620
001-1250-523-2005	RETIREMENT CONTRIBUTION			1,071
001-1250-523-2006	WORKER'S COMPENSATION			20
001-1250-523-2007	FICA TAX - MEDICARE			145
001-1260-523-0701	REG SALARIES-PERMNT EMPL			13,000
001-1260-523-2002	FICA TAX - OASDI			806
001-1260-523-2003	HOSPITALIZATION			20,000
001-1260-523-2005	RETIREMENT CONTRIBUTION			1,392
001-1260-523-2006	WORKER'S COMPENSATION			25
001-1260-523-2007	FICA TAX - MEDICARE			189
001-1230-523-2003	HOSPITALIZATION			5,924
001-1230-523-2005	RETIREMENT CONTRIBUTION			5,569
001-1230-523-2006	WORKER'S COMPENSATION			101
001-1230-523-2007	FICA TAX - MEDICARE			754
				59,616
To Account		Project		Amount
001-1230-523-8001	OFFICE EQUIP & FURNITURE			59,616
				59,616

Approvals Dept Approved By
 Originator 12 NICHOLAS MACIK
 DepOffice 12 NICHOLAS MACIK

Date Approved
 8/12/2008 3:09:10 PM
 8/12/2008 3:16:29 PM



Budget Adjustment: 11924

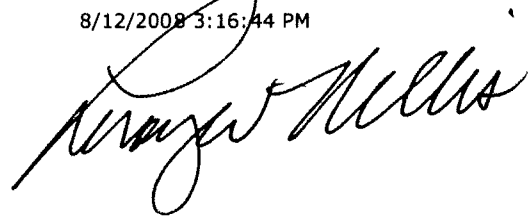
Fyr _ Budget Type: 2008-Reg
 PBO Category:
 Just: CommCodeRq

Author: 12 - MACIK, NICHOLAS
 Court Date: None
 Unisys Dorado Funding From Salary Savings

Created: 8/12/2008 3:07:03 PM
 Dept: INFORMATION & TELECOMMUNI

From Account	Acct Desc	Project	Proj Desc	Amount
001-1210-523-0701	REG SALARIES-PERMNT EMPL			6,060
001-1210-523-2002	FICA TAX - OASDI			1,550
001-1210-523-2003	HOSPITALIZATION			5,000
001-1210-523-2005	RETIREMENT CONTRIBUTION			2,678
001-1210-523-2006	WORKER'S COMPENSATION			49
001-1210-523-2007	FICA TAX - MEDICARE			363
001-1230-523-0701	REG SALARIES-PERMNT EMPL			52,000
001-1230-523-2002	FICA TAX - OASDI			3,224
001-1230-523-2003	HOSPITALIZATION			14,076
				85,000
To Account		Project		Amount
001-1230-523-6099	OTHER PURCHASED SERVICES			85,000
				85,000

Approvals	Dept	Approved By	Date Approved
Originator	12	NICHOLAS MACIK	8/12/2008 3:09:14 PM
DepOffice	12	NICHOLAS MACIK	8/12/2008 3:16:44 PM



Budget Adjustment: 11923

Fyr _ Budget Type: 2008-Reg

Author: 12 - MACIK, NICHOLAS

Created: 8/12/2008 3:06:01 PM

PBO Category:

Court Date: None

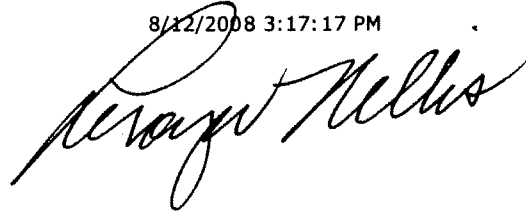
Dept: INFORMATION & TELECOMMUNI

Just: CommCodeRq

Unisys Dorado Funding From Salary Savings

From Account	Acct Desc	Project	Proj Desc	Amount
001-1210-523-0701	REG SALARIES-PERMNT EMPL			18,940
				18,940
To Account		Project		Amount
001-1230-523-3002	SOFTWARE			18,940
				18,940

Approvals	Dept	Approved By	Date Approved
Originator	12	NICHOLAS MACIK	8/12/2008 3:09:22 PM
DepOffice	12	NICHOLAS MACIK	8/12/2008 3:17:17 PM



Budget Adjustment: 11922

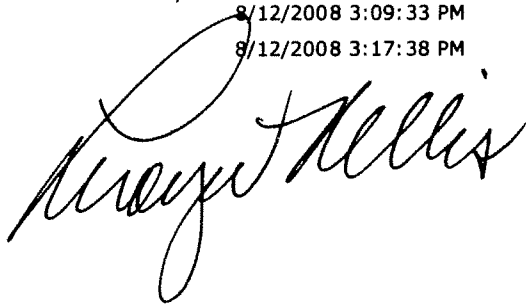
Fyr _ Budget Type: 2008-Reg
PBO Category:
Just: CommCodeRq

Author: 12 - MACIK, NICHOLAS
Court Date: None
Unisys Dorado Funding Allocated Reserve

Created: 8/12/2008 3:05:37 PM
Dept: RESERVES

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			175,008
				175,008
To Account		Project		Amount
001-1230-523-8001	OFFICE EQUIP & FURNITURE			158,661
001-1230-523-8002	SOFTWARE			16,347
				175,008

Approvals	Dept	Approved By	Date Approved
Originator	12	NICHOLAS MACIK	8/12/2008 3:09:33 PM
DepOffice	12	NICHOLAS MACIK	8/12/2008 3:17:38 PM



Amount	Dept Transferred Into	Date	Explanation
\$4,254,933			Beginning Balance
(\$9,414)	Facilities	10/2/07	Lease Contracts, Drug Court and Parking
(\$350,000)	TNR	10/10/07	Eastside Service Center
(\$20,000)	Records Management	10/16/07	Partial Use of Secure Shredding Earmark
(\$10,000)	Records Management	10/16/07	Partial Use of Internet Live Streaming Earmark
(\$32,879)	Constable Pct. 2	11/6/07	IT & Office Equipment & Furniture
(\$5,400)	Medical Examiner	11/8/07	Parking Leases
(\$36,000)	County Attorney	11/13/07	Legal Services - Hamilton Pool
(\$35,000)	Facilities	11/27/07	Earnest money for Building Purchase
(\$160,000)	TNR	11/30/07	Park Rangers Mobile Data Computers
(\$19,900)	EMS	12/11/07	Line Item Correction
(\$1,796)	Constable Pct. 1	1/15/08	POPS Promotion
(\$25,000)	TNR	2/12/08	Envision Central Texas
(\$802,500)	Facilities	2/19/08	Purchase Bldg 5335 Airport Blvd.
(\$5,520)	PBO	3/11/08	Executive Manager Recruitment
(\$2,000)	Records Management	4/8/08	Partial Use of Internet Live Streaming Earmark
(\$34,620)	General Admin	4/15/08	Travis Central Appriaisal Dist. 3rd Qtr. Fees
(\$74,452)	PBO	4/22/08	Establ Temp Slot, Exec Mgr. PBO Succession
\$802,500	Facilities	5/12/08	Reimbursement 910 Rusk Bldg Purchase
(\$5,000)	Medical Examiner	5/13/08	Medical Examiners Accreditation Expense
(\$46,000)	Facilities	5/27/08	CJC 3rd Floor Moves
(\$110,000)	Emergency Services	6/10/08	Fuel STAR Flight
(\$450,000)	TNR	6/10/08	Centralized Fuel
(\$12,000)	County Attorney	7/15/08	Outside Counsel
(\$24,999)	TNR	7/22/08	Technical Correction to Interlocal Agreement
\$2,784,953	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
(\$182,875)	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
(\$1,808,925)	Total Possible Future Expenses (Earmarks)

\$976,028 Remaining Allocated Reserve Balance After Possible Future Expenditures

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

Last Updated 8-18-08 at 10:10 am

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
(\$27,000)	Tax	5/27/08	FACTS Software Upgrade
(\$550,000)	Facilities	5/27/08	Pct. 2 Office Building
(\$275,000)	Facilities	6/10/08	ITS Disaster Recovery Center
(\$25,000)	Facilities	6/24/08	Eastside Service Center Security Items
(\$84,375)	Criminal Courts	6/24/08	County Court at Law #8 Sound System
(\$37,419)	TNR	8/5/08	Replacement Vehicles
\$17,248 Current Reserve Balance			

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

Amount	Explanation
(\$12,000)	Constable Pct. 2 - Vehicle Furnishings
(\$13,620)	District Clerk - Records Tracking - Printers
(\$25,620)	Total Possible Future Expenses (Earmarks)

(\$8,372) Remaining CAR Balance After Possible Future Expenditures

Last Updated 8-18-08 **Compensation Reserve Status (001-9800-981-9803)**

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

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

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

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

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

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

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

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

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

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

Amount	Dept Transferred Into	Date	Explanation
\$40,355,884			Beginning Balance
(\$2,325,000)	Facilities	10/2/07	Property at 910 Lavaca
(\$3,483,000)	Facilities	12/4/07	Reimbursement Resolution for Eastside Serv Ctr, CJC/Gault and SMART Treatment Fac.
\$673,000	Facilities	4/2/08	Reversal of Reimbursement Resolu.
\$2,325,000	Facilities	4/21/08	Reimbursement Resolution for property at 910 Lavaca
\$1,810,000	Facilities	5/28/08	Reimbursement Resolution for CJC 3rd Floor Renovations
\$1,000,000	Facilities	6/9/08	Reimbursement Resolution for , CJC/Gault
\$40,355,884	Current Reserve Balance		

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:
8-19-08

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

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

- a) Approve grant contract with the Texas Department of Housing and Community Affairs for the Health and Human Services Department to provide household heating and cooling energy assistance to help low income families or individuals become energy self-sufficient.
- b) Permission to continue the Civil Courts Family Drug Treatment Court to continue the payroll during the month of September, 2008.

Approved by:

Signature of Commissioner(s) or County Judge

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- _____ Contract, Agreement, Policy & Procedure

TRAVIS COUNTY

8/19/2008

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE

FY 2008

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

Dept	Grant Title	Grant Period	Grant Amount	County Match	Indirect Costs	FTEs	Notes	Page #
Applications								
a 58	Comprehensive Energy Assistance Program	1/1/2008 - 12/31/2008	\$725,014			1		11
Permission to Continue								
d 22	Drug Court Program	9/1/2007 - 8/31/2008	\$84,419.75			1		28

Notes:

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

FY 2008 Grants Summary Report
Outstanding Grant Applications

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

Dept	Name of Grant	Grant Amount	County Match	Local Funds (Donation)	FTEs	Cm. Ct. Approval Date
24	Formula Grant - Indigent Defense Grants Program	\$ 424,700				10/2/2007
49	Hazard Mitigation Grant for DR-1709	\$588,307	\$196,102			11/6/2007
58	Emergency Food and Shelter program (EFSP) Phase 26	\$ 104,342				12/11/2007
59	Emergency Management Performance Grant	\$ 60,215	\$ 60,215			12/21/2007
49	CAPCOG FY08 Solid Waste Enforcement	\$ 31,356				1/2/2008
45	Juvenile Accountability Block Grant (JABG)- Discretionary Funds Drug Court/In-Home Family Services Grant	\$ 177,686	\$ 19,743		0.25	1/29/2008
45	Juvenile Accountability Block Grant (JABG)- Local Funds-Juvenile Assessment Center Grant	\$ 80,889	\$ 8,988		1.5	1/29/2008
45	Victims of Crime Act (VOCA)	\$ 24,906	\$ 6,227		0.5	1/29/2008
40	Supervised Visitation and Safe Exchange Grant	\$ 133,333				2/12/2008
19	Underage Drinking Prevention Program	\$ 177,976	\$ 107,282		3	2/12/2008
23	Project Safe Neighborhoods	\$ 2,500				2/12/2008
24	Drug Diversion Court	\$ 188,474			1	2/19/2008
22	Drug Court (State) Program	\$ 187,470			2	2/19/2008
19	Family Violence Accelerated Prosecution	\$ 90,000	\$48,462		2	2/26/2008

37	TXDOT Selective Traffic Enforcement Program - FY 2009 STEP Wave	\$	19,997	\$3,816		3/4/2008
49	Commute Solutions Innovative Grant - Rideshare Incentives			\$4,500		3/4/2008
49	Commute Solutions Innovative Grant - Rideshare Website Portal			\$4,500		3/4/2008
45	Juvenile Justice and Delinquency Prevention (JJDP)-Intensive In-Home Family Services Grant	\$	28,000			3/11/2008
45	Juvenile Drug Court Grant	\$	400,000		3	3/11/2008
58	Parenting in Recovery Project	\$	489,937	\$91,203	1	3/25/2008
47	2007 Law Enforcement Terrorism Planning Program Grant	\$	106,905			3/25/2008
49	Milton Reimers Ranch Park - TPWD Urban Outdoor Recreation Grant	\$	1,000,000	\$950,000		4/1/2008
45	Access and Visitation	\$	27,527	\$2,770		4/1/2008
47	Emergency Management Performance Grant	\$	60,215	\$60,215		4/1/2008
55	Travis County Mental Health Public Defenders Office	\$	375,000	\$250,000	8	4/8/2008
37	SCATTF - Sheriff's Combined Auto Theft Task Force	\$	655,094	\$315,608	12	4/15/2008
45	USDA School Commodities Program	\$	11,665			4/15/2008
58	AmeriCorps	\$	230,020	\$230,886	15	4/15/2008
20	Help America Vote Act Making Polling Places Accessible	\$	7,500			4/15/2008
20	Help America Vote Act Provide the Same Opportunity for Access and Participation to Individuals with Disabilities	\$	2,000			4/15/2008

20	Help America Vote Act Grant Texas Election Administration Management "TEAM" Compatibility Grant Award Agreement	\$ 15,000			4/15/2008
37	State Criminal Alien Assistance Program - SCAAP 08	\$ 49,894,309			4/29/2008
45	Mental Health Court Expansion- Collaborative Opportunities for Positive Experiences (COPE)	\$ 200,000	\$50,434	1.5	4/29/2008
49	TCEQ LIRAP Local Initiative Projects	\$ 373,217	\$373,217		5/6/2008
58	2008 Phase XXVI Emergency Food and Shelter Program #08104	\$ 101,533			5/6/2008
58	SVCI (Seniors and Volunteers for Childhood Immunization)			\$4,000 0.25	5/6/2008
58	RSVP	\$ 61,281		0.5	5/6/2008
45	Residential Substance Abuse Treatment	\$ 109,356	\$36,452	2	5/13/2008
22	Office of Parental Representation	\$ 150,000	\$53,446	3	5/13/2008
22	Office of Child Representation	\$ 150,000	\$53,446	3	5/13/2008
37	Target - Law Enforcement Grant			\$2,000	6/10/2008
49	Del Valle Composting Grant FY09 Regional Solid Waste Grants Program	\$ 28,653			6/10/2008
55	Offender Workforce Development Specialist Training Program	\$ 25,000			6/17/2008
17	A Cultural Resources Survey of Rural Properties in Northeast Travis County	\$ 5,000	\$5,000		6/17/2008
45	Strengthening Youth Mentoring Through Community Partnerships	\$500,000		1	6/17/2008
37	COPS FY 2008 Technology Program - Firing Range Phase II	\$350,738			6/24/2008
23	Project Safe Neighborhoods	\$117,582		1	7/1/2008
37	2008 Byrne Justice Assistance Grant (JAG)	\$70,002			7/1/2008

58	RSVP	\$23,800	\$23,800		7/8/2008
22	Drug Court Program	\$84,420		1	7/22/2008
58	RSVP	\$61,281		0.05	8/12/2008
Total Outstanding		\$ 58,007,186	\$ 2,947,312	\$65,000	57.30

FY 2008 Grants Approved by Commissioners Court

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

Last Updated 8-18-08 at 10:10 am

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

6

49	Travis Co. East Metropolitan Park, TPWD Project #50 00338-Amendment	\$500,000	\$500,000		2/26/2008
49	Northridge Acres Non-Border Colonia Fund Application Non-Border Colonia Fund, Texas Community Development Program, Office of Rural Community Affairs	\$250,000	\$139,980		3/4/2008
58	SVCI (Seniors and Volunteers for Childhood Immunization)	\$8,424		0.25	4/8/2008
17	Manor Historic Resources Survey	\$6,000	\$3,000		4/8/2008
45	National School Lunch Program/School Breakfast Program	\$240,000			4/15/2008
45	Global Youth Services Day Mini Grant	\$400			4/15/2008
58	Retired and Seniors Volunteer Program (RSVP)	\$23,800	\$23,800		4/22/2008
45	USDA School Commodities Program	\$11,665			5/20/2008
12	SAVNS Statewide Automated Victim Notification Service	\$25,817			5/20/2008

FY 2008 Grants Summary Report Amended Grant Applications

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

* Original Grant Column shows Beginning FY'08 Amount

FY 2008 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Original Grant Amount	Original County Match	Continuation Amount Total	Total FTEs	Cm. Ct. Original Approval Date	Cm. Ct. Approval Date for Continuation
24	Drug Diversion Court			\$160,041	1	FY 2002	10/9/2007
24	Drug Diversion Court			\$160,041	1	FY 2002	10/30/2007
55	Travis County Mental Health Public Defenders Office			\$ 88,748	8	10/16/2007	10/30/2007
19	Underage Drinking Prevention Program	\$ 171,443	\$ 107,282	\$ 278,726	3	9/4/2007	1/15/2008

45	Juvenile Accountability Block Grant (JABG)-Local Funds-Juvenile Assessment Center Grant	\$ 80,943	\$ 8,994	1	6/24/2008	
58	Americorps	\$ -	\$0	\$ 461,706	16	7/22/2008
Total Outstanding		\$ 252,386	\$ 116,276	\$ 1,149,262	30.00	

GRANT SUMMARY SHEET

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

Department/Division:	58/54
Contact Person:	Lisa Sindermann
Title:	Contract Specialist
Phone Number:	854-4594

Grant Title:	Comprehensive Energy Assistance Program		
Grant Period:	From:	1/1/2008	To: 12/31/2008
Grantor:	Texas Department of Housing and Community Affairs		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	127,881					127,881
Operating:	597,133					597,133
Capital Equipment:						0
Indirect Costs:						0
Total:	725,014	0	0	0	0	725,014
FTEs:						0.00

Performance Measures Applicable Depart. Measures	Projected FY 08 Measure	Progress To Date:				Projected FY 09 Measure
		12/31/07	3/31/08	6/31/08	9/30/08	
Number of Households receiving utility assistance	15,000	887	914	811	NA	15,000
Number of Households receiving CEAP (Heating & Cooling) assistance	110	NA for this grant period	6	11	NA	110

Number of referrals required to support Housing programs from emergency assistance centers (includes CEAP, DOE, LIHEAP and Home Repair programs)	215	105	332	518	NA	215
Measures For Grant						
Number of Households receiving utility assistance	1933	NA for this grant period	477 provided with Permission to Continue	336 provided with Permission to Continue	NA	1933
Number of Households receiving CEAP Heating & Cooling assistance	110	NA for this grant period	6 provided with Permission to Continue	11 provided with Permission to Continue	NA	110

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

PBO Recommendation:

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

The department has participated in this program for the past thirteen years. This program funding provides household heating and cooling energy utility assistance and addresses the heating and cooling appliance issues in the households of low-income families or individuals. Heating and cooling appliances may be repaired, replaced or retrofitted. The department utilizes the CEAP grant funds for providing direct and case management services to clients for the achievement of becoming energy self-sufficient. These assistance dollars are sometimes used in conjunction with other program funds available to assist the household.

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

No additional funds are required.

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

There is no commitment by the Commissioners Court to fund these services if funds are discontinued.

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

This grant's funding source (Texas Department of Housing and Community Affairs) only allows for reimbursement costs related to salaries of current and/or temporary employees performing allowable functions associated with case management, and the administrative and direct services support (outreach) categories. There is no indirect cost allocation.

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

Yes

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

N/A

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

Travis County Health and Human Services and Veterans Service Family Support Services division staff will perform client eligibility interviews for assistance provided by this program

and the other programs available through the department. These CEAP grant funds provide household utility assistance through the three program components and assistance for costs of repair, replacement or retrofit of the client's eligible heating and cooling household appliances. Travis County Health and Human Services and Veterans Service has renewed a contract with Caritas of Austin. This contract allows the vendor to perform client eligibility interviews and implement utility and case management assistance for clients using the guidelines of the CEAP Co-Payment component. Appropriate referrals from Caritas of Austin are made for those households eligible for possible assistance of the repair or replacement of the household's heating and cooling appliances. With this collaboration, assistance funding from this program reaches a client base that in the past had not sought assistance utilizing the department's seven community centers. The CEAP program funding represents the department's largest program source for utility assistance and the only program source for addressing the repair or replacement of some household heating and cooling appliances. Funding made available from this program has a dramatic impact on the number of requests that can be met by the department for utility assistance and household appliance issues from low-income Travis County residents.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CONTRACT NO. 58080000247 FOR THE
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

SECTION 1. PARTIES TO THE CONTRACT

This contract is made by and between the Texas Department of Housing and Community Affairs (the "Department"), an agency of the State of Texas and Travis County (the "Subrecipient").

SECTION 2. CONTRACT PERIOD

The period for performance of this contract, unless earlier terminated, is January 01, 2008 through December 31, 2008.

SECTION 3. SUBRECIPIENT PERFORMANCE

Subrecipient shall, on an equitable basis throughout its service area, operate a Comprehensive Energy Assistance Program, (the "CEAP"), in accordance with the terms of this contract and all applicable state and federal regulations. Subrecipient shall assist low-income persons, with priority being given to elderly, persons with disabilities, households with young children under 6 years of age, households with high energy burden and households with high energy consumption. Subrecipient shall provide services in relation to the current census demographics for age, income, and ethnicity for Subrecipient's service area. Subrecipient shall implement the CEAP in accordance with the Low-Income Home Energy Assistance Act of 1981, as amended, 42 U.S.C. Sec. 8621 et seq. (the "LIHEAP Act" Public Law 97-35), Texas Administrative Code (10 TAC §6.201-6.214) and the LIHEAP State Plan. Services shall include the following categories of assistance: Energy Crisis, Co-Payment, Elderly and Disabled, and Heating/Cooling Systems as well as LIHEAP Assurance 16 activities, as further specified in the Budget (Attachment A)

SECTION 4. DEPARTMENT OBLIGATIONS

- A. In consideration of Subrecipient's satisfactory performance of this contract, Department shall reimburse Subrecipient for the actual allowable costs incurred by Subrecipient in the amount specified in Attachment A of this contract.
- B. Any decision to obligate additional funds or deobligate funds shall be made by Department based upon factors including, but not limited to, the status of funding under grants to Department, the rate of Subrecipient's utilization of funds under this or previous contracts, the existence of questioned or disallowed costs under this or other contracts between the parties, and Subrecipient's overall compliance with the terms of this contract.
- C. Department's obligations under this contract are contingent upon the actual receipt of funds from the U.S. Department of Health and Human Services and the State of Texas. Department acknowledges that it has received obligations from those sources, which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this contract.
- D. Department is not liable for any cost incurred by Subrecipient which:
 - (1) is subject to reimbursement by a source other than CEAP/LIHEAP;
 - (2) is for performance of services or activities not authorized by the LIHEAP Act, or which is not in accordance with the terms of this contract;
 - (3) is not reported to Department on a Monthly Funding/Financial/Performance Report within sixty (60) days following the termination of the Allocation Period; or,
 - (4) is not incurred during the Allocation Period.

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

- A. Each month, Subrecipient may request an advance payment by electronically submitting to Department at its offices in Austin, Travis County, Texas, no later than the fifteenth (15th) day of the month prior to the month for which advance payment is sought, a properly completed Funding Report for an amount not to exceed Subrecipient's actual cash needs for the month for which such advance is sought.
- B. Subrecipient's requests for advances shall be limited to the amount needed and be timed to be in accordance with actual immediate cash requirements of the Subrecipient in carrying out the purpose of this contract. The timing and amount of cash advances shall be as close as administratively feasible to the actual disbursement by the Subrecipient for direct program costs and the proportionate share of any allowable indirect costs. Subrecipient shall establish procedures to minimize the time elapsing between the transfer of funds from Department to Subrecipient and the disbursement of such funds by Subrecipient.
- C. Subsection 5(A) notwithstanding, Department reserves the right to utilize a cost reimbursement method of payment if (1) Subrecipient maintains excessive cash balances or requests advance payments in excess of thirty (30) days need; (2) Department identifies any deficiency in the internal controls or financial management system used by Subrecipient; (3) Subrecipient violates any of the terms of this contract; (4) Department's funding sources require the use of a cost reimbursement method of payment or (5) Subrecipient owes the Department funds.
- D. Subrecipient shall refund, within fifteen (15) days of Department's request, any sum of money paid to Subrecipient by Department which Department determines: (1) has resulted in an overpayment to Subrecipient; or (2) has not been spent strictly in accordance with terms of this contract. Failure to comply will result in freezing contract funds and suspending the contract until such time as funds owed to the Department are paid. The Department may offset or withhold any amounts otherwise owed to Subrecipient under this contract against any amount owed by Subrecipient to Department arising under this or any other contract between the parties.
- E. All funds paid to Subrecipient under this contract are paid in trust for the exclusive benefit of the eligible clients of the Comprehensive Energy Assistance Program and for allowable administrative, direct services support, assurance 16 activities, direct services, and training/travel expenditures.

SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

Except as expressly modified by law or the terms of this contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the Uniform Grant and Contract Management Standards 1 T.A.C.§5.141 et seq. (the "Uniform Grant Management Standards") provided, however, that all references therein to "local government" shall be construed to mean Subrecipient. Uniform cost principles for local governments are set forth in OMB Circular A-87, and for non-profit organizations in OMB circular A-122. Uniform administrative requirements for local governments are set forth in OMB Circular A-102, and for non-profits in OMB Circular A-110. OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," sets forth audit standards for governmental organizations and other organizations expending Federal funds. The expenditure threshold requiring an audit under circular A-133 is \$500,000.

SECTION 7. USE OF ALCOHOLIC BEVERAGES

None of the funds provided under this contract shall be used for the payment of salaries to any employee who uses alcoholic beverages during normal work hours as defined by the agency. No funds provided under this contract for travel expenses shall be used for the purchase of alcoholic beverages.

SECTION 8. ALLOWABLE ADMINISTRATIVE, ASSURANCE 16 ACTIVITIES, AND DIRECT SERVICES SUPPORT EXPENDITURES

- A. Administrative, Assurance 16 Activities, and Direct Services Support costs incurred by Subrecipient in carrying out this contract shall be allowable up to the maximum percentage of the total allowable contract expenditures within the Allocation Period as specified in Attachment A of this contract, excluding travel costs for training.
- B. Administrative and Assurance 16 Activities funds are earned through provision of direct services to clients. Subrecipient may choose to submit a final budget revision in October to use its administration, Assurance 16 Activities, and direct services support dollars for direct service categories; however, subrecipient is still required to perform Assurance 16 Activities and Direct Service Support activities.
- C. Direct Services Support expenditures are earned through provision of direct services to clients and must be supported by appropriate documentation of the allowable activities. Direct Service Support includes cost not administrative in nature but those used for outreach and targeting only to eligible household not previously served under CEAP. Allowable expenditures include but are not limited to salaries, fringe benefits, and travel expenditures of staff when conducting outreach to eligible households not previously served under LIHEAP. Expenditures are to be allocated to both outreach and targeting. Subrecipient may opt to use LIHEAP Direct Service Support allocation for Direct Client Services only if they provide documentation that they have used non-LIHEAP resources in a comparable amount to serve the requirements of Direct Service Support. Computer purchases and any related expenditures must be charged to Administration, not Direct Services Support.
- D. In order to achieve compliance with the LIHEAP Act, subrecipients must coordinate with other energy related programs. Specifically, subrecipients must make documented referrals to the local WAP subrecipients.
- E. Subrecipients shall accept applications for CEAP benefits at sites that are geographically accessible to all households in the service area. Subrecipients shall provide elderly and disabled individuals the means to submit applications for CEAP benefits without leaving their residence or by securing transportation for them to the sites that accept such applications.

SECTION 9. TERMINATION AND SUSPENSION

- A. Department may terminate this contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this contract. Department shall notify Subrecipient in writing at least thirty (30) days before the date of termination.
- B. Department may deobligate all or part of the funds provided under this contract if Subrecipient has not expended at least 50% of the funds within six months after the commencement of the Allocation Period, or if the Subrecipient has not expended at least 70% of the funds within nine months after commencement of the Allocation Period. Subrecipient's failure to expend the funds provided under this contract in a timely manner may also result in either the termination of this contract or Subrecipient's ineligibility to receive additional funding under the Comprehensive Energy Assistance Program, or a reduction in the original allocation of funds to Subrecipient.
- C. Nothing in this Section shall be construed to limit Department's authority to withhold payment and immediately suspend this contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this contract.
- D. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the exact amount of damages due to Department is agreed upon or is otherwise determined.
- E. Subrecipient may terminate agreement by giving Department 30 days notice if Subrecipient is unable to conform to applicable laws, rules, or regulations; or if during the budget planning and adoption process, the Travis County Commissioners Court fails to provide funding necessary for continuation of the program by Subrecipient.
- F. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this contract.

SECTION 10. CHANGES AND AMENDMENTS

Any change in the terms of this contract required by a change in federal or state law or regulation is automatically incorporated herein effective on the date designated by such law or regulation. Except as otherwise specifically provided herein, any other change in the terms of this contract shall be by amendment in writing and signed by both parties to this contract or by a Letter of Notification (LON) signed by Department and recipient.

SECTION 11. NON-BINDING GUIDANCE

Department may issue non-binding guidance to explain the rules and provide directions on the terms of this Contract. Such non-binding guidance shall not alter the terms of this Contract so as to relieve Department of any obligation of reimbursement of an allowable cost incurred by Subrecipient prior to the effective date of the non-binding guidance. All non-binding guidance issued by the Department, whether before or after the date this Contract is executed, shall govern the performance of this Contract until specifically rescinded by Department. Durable program rules will become incorporated into the Texas Administrative Code - 10 TAC §6.201 - 6.214.

SECTION 12. MONITORING

Department or its designee may conduct on and off-site monitoring and evaluation of Subrecipient's compliance with the terms of this contract. Department's monitoring may include a review of the efficiency, economy, and effectiveness of Subrecipient's performance. Department will notify Subrecipient in writing of any deficiencies noted during such monitoring. Department may provide training and technical assistance to Subrecipient in correcting the deficiencies noted. Department may request corrective action to remedy deficiencies noted in Subrecipient's accounting, personnel, procurement, and management procedures and systems. Department may conduct follow-up visits to review the previously noted deficiencies and to assess the Subrecipient's efforts made to correct them. Repeated deficiencies may result in disallowed costs. Department may terminate or suspend this contract or invoke other remedies Department determines to be appropriate in the event monitoring reveals material deficiencies in Subrecipient's performance, or Subrecipient fails to correct any such deficiency within a reasonable period of time. Department or its designee may conduct an ongoing program evaluation throughout the contract year.

SECTION 13. VENDOR AGREEMENTS

For each of Subrecipient's vendors, Subrecipient shall implement and maintain a vendor agreement that contains assurances relating to fair billing practices, delivery procedures, and pricing procedures for business transactions involving CEAP clients. All vendor agreements are subject to monitoring procedures performed by TDHCA. All vendor agreements must be renegotiated every two years.

SECTION 14. RETENTION AND ACCESSIBILITY OF RECORDS AND FILE MAINTENANCE

- A. Subrecipient shall maintain financial and programmatic records, and supporting documentation for all expenditures made under this contract, in accordance with the records retention and custodial requirements set forth in the Uniform Grant Management Standards, Common Rule §42.
- B. Subrecipient shall maintain a client file system to document direct services rendered. Each client file shall contain the following:
1. Client application containing all Department requirements;
 2. Documentation/verification of client income for the 30 days preceding their application for all household members 18 years and older, or Declaration of Income Statement (if applicable); as outlined in Title 10, Part I, Chapter 6, Subchapter C, 10 TAC §5.205.
 3. Copy of client's utility bill(s);
 4. Energy consumption history for previous 12 months (when available) (all fuel types) for all components;
 5. Documentation of payment (Documentation of payment may be maintained in a separate file, but must be accessible to the Department.);
 6. Documentation of benefits determination (when required by component);
 7. Notice of Denial Form (if applicable);
 8. Right of appeal and procedures (if applicable) for denial or termination of services;
 9. Any documentation required by Directives; and
 10. Client service agreement (as required by component).
 11. Case notes sufficient to document that Assurance 16 activities (needs assessment, referrals, budget counseling, energy conservation education and assistance with energy vendors) have occurred.
 12. Priority rating form.
 13. Appliance assessment information is required by CEAP and includes at a minimum the following information on all major heating and cooling appliances to include water heaters and refrigerators:

Type of appliance

Efficiency rating

Fuel used

Location of appliance

Size of appliance	Condition
Age of appliance	Input/Output BTU
Size of room where appliance is used	Recommendation
Carbon Monoxide (CO) levels for all combustion appliances	

- C. Subrecipient shall maintain complete client files at all times. Costs associated with incomplete files found at the time of program monitoring may be disallowed.
- D. Subrecipient shall give the U.S. Department of Health and Human Services, the U.S. General Accounting Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to maintain such records for **three (3)** years in an accessible location and to cooperate with any examination conducted pursuant to this Subsection. Subrecipient shall include the substance of this subsection in all subcontracts. Upon termination of this contract, all records are property of the CEAP.

SECTION 15. PROCUREMENT STANDARDS

- A. Subrecipient shall develop and implement procurement procedures which conform to the uniform administrative requirements in Section 6. Subrecipient shall procure supplies, equipment, materials, or services in accordance with its procurement procedures and Policy Issuance #02-10.2. All procurement contracts, other than "small purchases" as defined in Policy Issuance #02-10.2, shall be in writing and shall contain the provisions required by Policy Issuance #02-10.2.
- B. Subrecipient shall ensure that its subcontractors comply with all applicable terms of this contract as if the performance rendered by the subcontractor was being rendered by Subrecipient. Subrecipient shall inspect all subcontractors' work and shall be responsible for ensuring that it is completed in a good and workmanlike manner.
- C. Materials and supplies procured by the state may be purchased by Subrecipient from state contracts without requiring additional solicitation. Procurement from state vendors is strongly encouraged and in some instances may be required.
- D. Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this contract.

SECTION 16. REPORTING REQUIREMENTS

- A. Subrecipient shall electronically submit to Department, no later than fifteen (15) days after the end of each month of the Allocation Period, a Funding Report of all expenditures of funds and clients served under this contract during the previous month.
- B. Subrecipient shall submit to Department, no later than sixty (60) days after the end of the Allocation Period, an inventory of all vehicles, tools, and equipment with a unit acquisition cost of \$5,000 or more and a useful life of more than one year, if purchased in whole or in part with funds received under this contract or previous Comprehensive Energy Assistance Program contracts. The inventory shall include the vehicles, tools, equipment, and appliances purchased with heating and cooling funds on hand as of the last day of the Allocation Period. Subrecipient acknowledges that all equipment and supplies purchased with funds from the CEAP are the property of CEAP and as such, stay with the subrecipient which provides CEAP services in the service area.
- C. Subrecipient shall electronically submit to Department, no later than sixty (60) days after the end of the Allocation Period, a final Funding Report of all expenditures of funds and clients served under this contract. Failure of Subrecipient to provide a full accounting of funds expended under this contract may result in the termination of this contract and ineligibility to receive additional funds. If Subrecipient fails to submit a final expenditure/performance report within 60 days of the end of the allocation period, Department will use the last report submitted by Subrecipient as the final report.

D. If Subrecipient fails to submit, in a timely and satisfactory manner, any report or response required by this contract, Department may withhold any or all payments otherwise due or requested by Subrecipient hereunder. Payments may be withheld until such time as the delinquent report or response is received by Department. If the delinquent report or response is not received within forty-five (45) days of its due date, Department may suspend or terminate this contract. If Subrecipient receives funds from Department over two or more Allocation Periods, funds may be withheld or this contract suspended or terminated for Subrecipient's failure to submit a past due report or response (including an audit report) from a prior contract or Allocation Period.

SECTION 17. INDEPENDENT SUBRECIPIENT

It is agreed that Department is contracting with Subrecipient as an independent Subrecipient.

SECTION 18. SUBCONTRACTS

- A. Subrecipient may not subcontract the performance of this contract unless it receives Department's prior written approval. Subrecipient shall submit to Department a signed copy of each such subcontract. Department is in no way liable to Subrecipient's subcontractor(s).
- B. Subcontractors shall comply with the terms of this contract to the same extent as if the performance rendered by the subcontractor were being rendered by Subrecipient. Subcontractors are subject to monitoring and investigation by Department.

SECTION 19. CONFLICT OF INTEREST/NEPOTISM

- A. Subrecipient covenants that neither it nor any member of its governing body presently has or shall acquire any interest, direct or indirect, which would conflict in any manner with the performance of this contract. No person having such interest shall be employed by Subrecipient or appointed as a member of Subrecipient's governing body.
- B. Subrecipient agrees that it will comply with Tex. Gov't. Code Ann. Ch. 573 by ensuring that no officer, employee, or member of the governing body of Subrecipient shall vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the government body or to any other officer or employee authorized to employ or supervise such person.
- C. Subrecipient shall ensure that no employee, officer, or agent of Subrecipient participates in the selection, award, or administration of a subcontract supported by funds provided hereunder if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when: (1) the employee, officer, or agent; (2) any member of his or her immediate family; (3) his or her partner; or (4) any organization which employs or is about to employ, any of the above, has a financial or other interest in the firm or person selected to perform the subcontract.
- D. Subrecipient's employees, officers, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or potential subcontractors.

SECTION 20. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

No person shall, on the grounds of race, color, religion, sex, national origin, age, handicap, political affiliation, or belief, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this contract.

SECTION 21. LEGAL AUTHORITY

- A. Subrecipient represents that it possesses the practical ability and legal authority to enter into this contract, receive and manage the funds authorized by this contract, and to perform the services Subrecipient has obligated itself to perform hereunder.
- B. The person signing this contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Subrecipient to execute this contract on behalf of Subrecipient and to bind Subrecipient to the terms herein set forth.
- C. Department shall have the right to suspend or terminate this contract if there is a dispute as to the legal authority of either Subrecipient, or the person signing this contract, to enter into this contract or to render performances hereunder. Should such suspension or termination occur, Subrecipient is liable to Department for any money it has received for performance of the provisions of this contract.

SECTION 22. DEPARTMENT/CEAP TRAVEL AND TRAINING

- A. In order to encourage attendance by CEAP staff at Department-approved training and/or technical assistance events, the contract has a travel budget. **The travel budget cannot be used as program dollars.**
- B. The travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to OMB Circulars (A-87 {2 CFR 225} and A-122 {2 CFR 230} as appropriate), its board-approved travel policy, or the State of Texas travel policies.
- C. From time to time, the Department may choose to add additional funds to this category for other required travel.

SECTION 23. AUDIT

- A. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this contract, subject to the following conditions and limitations:
 - (1) Subrecipient expending \$500,000 or more in total Federal awards shall have an audit performed in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501, and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations" issued June 30, 1997. For purposes of Section 23, "Federal financial assistance" means assistance provided by a Federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, or other assistance, but does not include amounts received as reimbursement for services rendered to individuals in accordance with OMB guidelines. The term includes awards of Federal financial assistance received directly from Federal agencies, or indirectly through other units of State and local government;
 - (2) Sections 4 D (3) and (4) above notwithstanding, Subrecipient may utilize funds budgeted under this contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this contract, provided, however, that Department shall not make payment for the cost of such audit services until Department has received a satisfactory audit report from Subrecipient, as determined by Department.
 - (3) Subrecipient shall submit two (2) copies of such audit report to the Department within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subrecipient shall make audit report available for public inspection within thirty (30) days after receipt of the audit report(s). Audits performed under this Section are subject to review and resolution by Department or its authorized representative.
 - (4) The audit report must include verification of all expenditures by budget category, including matching funds, in accordance with "Attachment A-Budget" of this contract.
- B. The cost of auditing services for a Subrecipient expending less than \$500,000 in total Federal awards per fiscal year is not an allowable charge under Federal awards.
- C. Subsection A of this Section 23 notwithstanding, Department reserves the right to conduct an annual financial and compliance audit of funds received and performance rendered under this contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and obtain any documents, materials, or information necessary to facilitate such audit.

- D. Subrecipient understands and agrees that it shall be liable to the Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this contract. Subrecipient further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this contract.
- E. Subrecipient shall take such action to facilitate the performance of such audit or audits conducted pursuant to this Section 23 as Department may require of Subrecipient.
- F. Subrecipient shall procure audit services by a process approved by Commissioners Court. County will make every effort to ensure that the external auditor provides audit documentation, including the following: The auditor shall retain working papers and reports for a minimum of the four years after the date of issuance of the auditor's report to the Subrecipient. Audit working papers shall be made available upon request to Department at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this Section. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.

SECTION 24. APPEALS PROCESS

In compliance with the LIHEAP Act, Subrecipient must provide an opportunity for a fair administrative hearing to individuals whose application for assistance is denied, terminated or not acted upon in a timely manner, according to the Title 10, Part I, Chapter 6, Subchapter C, 10 TAC §6.207.

SECTION 25. POLITICAL ACTIVITY PROHIBITED

- A. None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Subrecipient from furnishing to any member of its governing body upon request, or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.
- B. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.
- C. None of the funds provided under this contract shall be paid to any official or employee who violates any of the provisions of this section.

SECTION 26. PREVENTION OF WASTE, FRAUD, AND ABUSE

- A. Subrecipient shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal control systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.
- B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purposes of any investigation of the Comprehensive Energy Assistance Program. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse in the Comprehensive Energy Assistance Program.
- C. Subrecipient may not discriminate against any employee or other person who reports a violation of the terms of this contract, or of any law or regulation, to Department or to any appropriate law enforcement authority, if the report is made in good faith.
- D. Under Section 2261.053, Government Code, Travis County certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

SECTION 27. MAINTENANCE OF EFFORT

Funds provided to Subrecipient under this contract may not be substituted for funds or resources from any other source nor in any way serve to reduce the funds or resources which would have been available to, or provided through, Subrecipient had this contract never been executed.

SECTION 28. NO WAIVER

Any right or remedy given to Department by this contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

SECTION 29. SEVERABILITY

If any portion of this contract is held to be invalid by a court or administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

SECTION 30. PRIOR ORAL AND WRITTEN AGREEMENTS

All oral and written agreements between the parties relating to the subject matter of this contract have been reduced to writing and are contained in this document and attachments.

SECTION 31. DEBARRED AND SUSPENDED PARTIES

1. Subrecipient must not make any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from, or ineligible for participation in, Federal assistance programs under Executive Order 12549, "Debarment and Suspension 45 C.F.R. Part 76" (also, 48 C.F.R. Part 9).
2. Subrecipient certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department.
3. Where Subrecipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.
4. **Subrecipient shall include in any subcontracts acknowledgement that failure to adequately perform under this Contract may result in penalties up to and including Debarment from performing additional work for the Department.**

SECTION 32. ENVIRONMENTAL TOBACCO SMOKE/PRO-CHILDREN ACT OF 1994

Subrecipient agrees that if it or any of its subgrantees provides children's services funded directly or indirectly with Federal dollars, it will comply with 20 U.S.C. 6081 et seq. Part B, Pro-Children Act of 1994, concerning prohibition of smoking in certain indoor facilities providing services to children. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day.

SECTION 33. ATTACHMENTS

The attachments identified below are hereby made a part of this contract:

- (1) Attachment A, Budget

SIGNED this day of

Travis County .

By:

Travis County Judge Samuel T Biscoe
TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

on

Date

By:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
 CONTRACT NO. 58080000247 FOR THE
 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
 (CFDA # 93.568)
 ATTACHMENT A BUDGET

DEPARTMENT FINANCIAL OBLIGATIONS

\$ 725,014.00	CEAP FUNDS CURRENTLY AVAILABLE
\$ 1,022.00	TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	\$ 52,132.00	-
Case Management	\$ 44,375.00	-
Direct Services	\$ 627,485.00	-
TOTAL CEAP BUDGET	\$ 723,992.00	-
Co-payment	\$ 149,028.00	23.75
Direct Service Support	\$ 31,374.00	5.00
Elderly and Disabled	\$ 149,028.00	23.75
Energy Crisis	\$ 149,027.00	23.75
Heating/Cooling	\$ 149,028.00	23.75
TOTAL DIRECT SERVICES	\$ 627,485.00	100.00

Subrecipient's service area consists of the following Texas counties:

TRAVIS

26

Administrative costs, salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 7.00% of the contract expenditures, excluding Training/Travel costs.

Assurance 16 Activities costs are limited to 6.00% of the contract expenditures excluding Training and Travel costs. Direct Services Support costs are limited to 5.00% of total Direct Services expenditures.

Subrecipients may adjust budgets within the components at levels not to exceed 10% of the component budget. Expenditures for Elderly/Disabled and Heating/Cooling must be a minimum 10% of Direct Service Dollars expended. Energy Crisis and Co-Payment Percentage will be established by Subrecipient. Direct Services Support (may not exceed 5% of Direct Services dollars expended).

Department's prior written approval for purchase or lease of equipment with an acquisition cost of \$5,000 and over is required. Approval of this budget does not constitute prior approval for such purchases.

Funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility.

Subrecipient is limited to only one budget revision request during the first 6 months of the Allocation Period. A second and final budget revision must be received by the Department on or before October 31, 2008.

Subrecipient shall provide outreach services under all components in this category. Failure to do so may result in contract termination. Subrecipient must document outreach, whether the outreach is conducted with "Direct Service Support" funds or other funds.

Effective Date of Budget: 01/01/2008

GRANT SUMMARY SHEET

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

Department/Division:	Civil Courts
Contact Person:	Darlene Byrne/Peg Liedtke
Title:	Judge, 126th Judicial District Court/Director, Civil Courts
Phone Number:	(512) 854-9313 or (512) 854-9364

Grant Title:	Drug Court Program		
Grant Period:	From:	09/01/07	To: 8/31/08
Grantor:	Office of the Governor's Criminal Justice Division		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	TOTAL
Personnel:	32,065.25					32,065.25
Operating:	48,454.50					48,454.50
Capital Equipment:	3,900.00					3,900.00
Indirect Costs:						
Total:	84,419.75	0	0		0	84,419.75
FTEs:	1					1

Performance Measures Applicable Depart. Measures	Projected FY 07 Measure	Progress To Date:				Projected FY 08 Measure
		12/31/07	3/31/08	6/31/08	9/30/08	
Number of eligible individuals participating in the family drug court program.	N/A	N/A	N/A	N/A	N/A	20 families
Number and percentage of participants successfully graduating from the family drug court program.	N/A	N/A	N/A	N/A	N/A	17/85%
Measures For Grant						
Number of eligible individuals participating in the family drug court program.	N/A	N/A	N/A	N/A	N/A	20 families

Number and percentage of participants successfully graduating from the family drug court program.	N/A	N/A	N/A	N/A	N/A	17/85%
Percentage of participants who reenter the child protection system (CPS) while participating in the family drug court program (e.g. new referral to CPS).	N/A	N/A	N/A	N/A	N/A	15%
Percentage of participants who have a new substantiated child protection case following participation in the family drug court program.	N/A	N/A	N/A	N/A	N/A	15%

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

PBO Recommendation:

The Civil Courts is requesting that the Court approve permission to continue the Family Drug Treatment Grant Program until the FY 09 grant contract is executed. This grant supports a Family Drug Treatment Court (FDTC) program for child welfare involved substance abusing parents. Travis County received this grant in FY 08 and the FY 09 Preliminary Budget contains an earmark (totaling \$100,000) for this program to continue in the event that the grant is not received in FY 09. The department believes that the grant will be awarded to Travis County for FY 09. The grant application for this grant was approved by Commissioners Court on February 19, 2008.

The Civil Courts is internally funding the \$4,909 cost to continue the program for one month from salary savings from vacant slot 84 that is budgeted in line item 001-2210-544-0701. These funds will be returned to the General Fund once the contract is executed.

PBO recommends Commissioner Court approval of this request to avoid a gap in service. 

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

The Civil Courts are requesting permission to continue of the funding for the full-time employee for the Governor's Office Criminal Justice Division Drug Court Program Grant.

The implementation of the Travis County Family Drug Treatment Court (FDTC) is vital to families in our community. There is a great need for child abuse and neglect prevention programs that target substance abusing parents. With this interest, the Travis County Civil Courts plan to develop and implement a Family Drug Treatment Court. The purpose of the court is to protect the safety and welfare of children through a court-based system that gives parents the tools they need to become sober, responsible caregivers. Through intensive services, monitoring, and case work, the FDTC will ensure that all children remaining with custodians in drug court will experience safe and nurturing permanent homes.

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

The Civil Courts intend to request subsequent year continuation funding for this program through proposals submitted to the Federal and State government, as well as private foundations.

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

There is no match requirement associated with this grant.

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

Indirect costs have not been calculated.

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

Assuming program effectiveness, the Family Drug Treatment Court program and associated improvements in service delivery will not discontinue upon discontinuance of grant funding. The Civil Courts will leverage existing funds, staff, and County resources to sustain this project. The Civil Courts intend to request subsequent year continuation funding for this project through proposals submitted to the Federal and State government. Subsequent, the County will have the opportunity to consider investment in the staff positions and the program as well as areas of the Civil Courts.

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

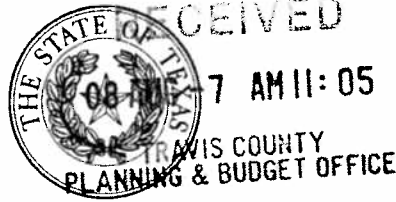
The proposed program will not establish a separate court, but rather a mini court within the main court process. The Civil Courts will incorporate it into the process currently established and one of the judges who currently hears these cases will preside over this court. The proposed programming will provide treatment planning, substance abuse screening, improved case management, etc.

The FDTC is a model that effectively and efficiently processes abuse and neglect cases for both parents and children. It provides parents with the necessary skills to become effective parents, while providing for a safe and stable home environment and, ultimately, provide these children with a better opportunity of becoming productive members of society.

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

The implementation of the Travis County Family Drug Treatment Court (FDTC) is vital to families in our community. There is a great need for child abuse and neglect prevention programs that target substance abusing parents. In response, the Travis County Civil Courts plan to develop and implement a Family Drug Treatment Court. The purpose of the court is *to protect the safety and welfare of children through a court-based system that gives parents the tools they need to become sober, responsible caregivers*. The impact will be recognized in improved service delivery, a decrease in parental substance abuse, and an increase in rate of family reunification, family organization, and cohesion.

To successfully evaluate the performance of the Travis County Family Drug Treatment Court Program, the court will document the implementation and development of the program using a comprehensive process and outcome evaluation design. The design will be used to assess the effectiveness of the program. It is proposed that the Court Coordinator (*grant funded*) will oversee the plan for collection, management, analysis, interpretation, and reporting as required. Resources to support a full scale evaluation of court will later be researched and pursued.



DARLENE BYRNE
Judge
(512) 854-9313

KATY GALLAGHER-PARKER
Staff Attorney
(512) 854-4915

**Travis County
Family Drug Treatment Court**

HEMAN MARION SWEATT COURTHOUSE
P. O. BOX 1748
AUSTIN, TEXAS 78767
FAX: (512) 854-9771

RENE R. SALINAS
Court Operations Officer
(512) 854-9870

MICHELLE KIMBROUGH
Travis County Drug Court
Coordinator
(512) 854-8876

TO: Jessica Rio, Assistant Budget Manager

FROM: Darlene Byrne, Presiding Judge of Family Drug Treatment Court

DATE: August 6, 2008

RE: Permission to Continue - Civil Courts Family Drug Treatment Court

Please consider this "Permission to Continue" request for payroll expenses in the amount of \$ 4,908.25 for the sole grant employee with the Civil Court's Family Drug Treatment Court to continue on the payroll during the month of September 2008. We anticipate receiving notification on our grant application request for Fiscal Year 2009 with the Criminal Justice Division (CJD) of the Governor's Office by October 1, 2008.

Please let us know what budget adjustments are needed to move existing departmental resources, that is, temporary salary savings from department 22, to the grant fund until the FY 2009 CJD grant is finalized. It is our understanding that revenue will be certified by the County Auditor when all of the normal requirements for the grant contract have been met.

Please contact Ms. Peg Liedtke or Ms. Amanda Ellis if further information is required from the Civil Courts. Thank you very much for your consideration.

Sincerely,

The Honorable Darlene Byrne
Judge, 126th Judicial District Court
Family Drug Treatment Court

17



Travis County Commissioners Court Agenda Request

Voting Session August 19, 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 \$567,156.23, for the period of August 1, 2008 to August 7, 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 AUG 12 AM 11:28

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: August 19, 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: August 1, 2008 to August 7, 2008

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$567,156.23

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 \$567,156.23.

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
AUGUST 1, 2008 TO AUGUST 7, 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.

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: August 1, 2008
TO: August 7, 2008

REIMBURSEMENT REQUESTED: \$ 567,156.23

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$	979,948.19
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: August 12, 2008	\$	(412,792.13)
	\$	-
Adjust to balance per UHC	\$	0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$	567,156.23
PAYMENTS DEEMED NOT REIMBURSABLE	\$	-
TRANSFER OF FUNDS REQUESTED:	\$	567,156.23

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


All claims over \$25,000 (0 this week totaling \$0.00) 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 (\$85,432.85) 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 \$21,887.72.

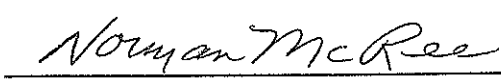
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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.

 8/11/08
Linda Moore Smith, Director Date

 8-12-08
Dan Mansour, Risk Manager Date

 8-11-08
Cindy Purinton, Benefit Contract Administrator Date

 8/8/08
Norman McRee, Financial Analyst Date

** Agrees to the total payments for this period per the check register received from UHC. See

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

FROM: UNITED HEALTH GROUP
 AB5

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2008-08-08 REQUEST AMOUNT: \$979,948.19

CUSTOMER ID: 00000701254
 CONTRACT NUMBER: 00701254 00709445
 BANK ACCOUNT NUMBER: 0475012038 ABA NUMBER: 021000021
 FUNDING ADVISE FREQUENCY: DAILY
 FREQUENCY: FRIDAY INITIATOR: CUST METHOD: ACH BASIS: BALANCE

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2008-08-07	\$1,003,259.47
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,038,718.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	\$935,458.53
+ CURRENT DAY NET CHARGE:	\$44,489.66
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	\$979,948.19

ACTIVITY FOR WORK DAY: 2008-08-01

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$290,244.57	\$00.00	\$290,244.57
TOTAL:	\$290,244.57	\$00.00	\$290,244.57

ACTIVITY FOR WORK DAY: 2008-08-04

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$46,680.49	\$00.00	\$46,680.49

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2008_08_07

CONTR_NBR	PLN_ID	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	632	-186.48	NN	1066231	AA	9	8/7/2008	200	8/4/2008	8/7/2008	
701254	632	632	-186.91	NN	1266659	AA	1	8/7/2008	200	8/4/2008	8/7/2008	
701254	632	632	-187.49	NN	964969	AA	1	8/7/2008	200	8/4/2008	8/7/2008	
701254	632	632	-196.32	NN	1675127	AA	5	8/7/2008	200	8/4/2008	8/7/2008	
701254	632	632	-208.91	UT	71128751	AH	8	8/2/2008	50	8/8/2008	8/7/2008	
701254	632	632	-236.49	NN	1283557	A	11	8/7/2008	200	8/4/2008	8/7/2008	
701254	632	632	-239.79	NN	1776967	AA	1	8/7/2008	200	8/4/2008	8/7/2008	
701254	632	632	-269.68	NN	SSN0000CAL		0	7/29/2008	600	8/4/2008	8/7/2008	
701254	632	632	-305.44	NN	1570535	AA	1	8/7/2008	200	8/4/2008	8/7/2008	
701254	632	632	-318.64	NN	SSN0000CAL		0	7/29/2008	600	8/4/2008	8/7/2008	
701254	632	632	-330.96	NN	SSN0000CAL		0	8/1/2008	600	8/7/2008	8/7/2008	
701254	632	632	-384.51	UT	78896041	AH	6	8/1/2008	50	8/7/2008	8/7/2008	
701254	632	632	-411.35	NN	999800	AA	1	8/7/2008	200	8/4/2008	8/7/2008	
701254	632	632	-846.2	NN	1719589	AA	1	8/7/2008	200	8/4/2008	8/7/2008	
701254	632	632	-957.35	NN	SSN0000CAL		0	7/31/2008	600	8/6/2008	8/7/2008	
701254	632	632	-1154	NN	SSN0000CAL		0	7/30/2008	600	8/5/2008	8/7/2008	
701254	632	632	-1391.12	NN	1400865	AH	1	8/7/2008	200	8/4/2008	8/7/2008	
701254	632	632	-3218.8	NN	SSN0000CAL		0	8/1/2008	600	8/7/2008	8/7/2008	
701254	632	632	-4423.23	NN	SSN0000CAL		0	7/31/2008	600	8/6/2008	8/7/2008	

567,156.23

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

For the payment week ending: 08/07/2008

<i>CONTR_#</i>	<i>TRANS_AMT</i>	<i>SRS</i>	<i>CHK_#</i>	<i>GRP</i>	<i>ACCT#</i>	<i>ISS_DATE</i>	<i>TRANS_CODE</i>	<i>TRANS_DATE</i>
----------------	------------------	------------	--------------	------------	--------------	-----------------	-------------------	-------------------

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: 8/7/2008

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
EE	526-1145-522.45-28	65,629.13
RD	526-1145-522.45-29	651.60
RR	526-1145-522.45-29	16,715.68
Total CEPO		\$82,996.41
EPO		
EE	526-1145-522.45-20	130,756.99
RR	526-1145-522.45-21	28,312.97
Total EPO		\$159,069.96
PPO		
EE	526-1145-522.45-25	266,720.80
RR	526-1145-522.45-26	58,369.06
Total PPO		\$325,089.86
Grand Total		\$567,156.23

18

Travis County Commissioners Court Agenda Request

Voting Session 8/19/08
(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


August 19, 2008

ITEM # :

DATE: August 8, 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 – 4.

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
Constable 2	42	Court Clerk I	13 / Level 6 / \$34,819.20	13 / Level 6 / \$34,819.20
County Clerk	60015	Elec Clk – Elc Cr Spc Pr Tmps*	13 / Minimum / \$29,501.26	13 / Minimum / \$29,501.26
JP Pct 1	60001	Court Clerk I*	13 / Minimum / \$29,501.26	13 / Minimum / \$29,501.26
Juvenile Court	459	Program Coord	15 / Level 4 / \$37,814.40	15 / Level 4 / \$37,814.40
Juvenile Court	513	Guardian Ad Litem I	14 / Level 4 / \$35,339.20	14 / Level 4 / \$35,339.20
Juvenile Court	597	Juvenile Detention Ofcr I**	11 / Level 4 / \$28,870.40	11 / Level 4 / \$28,870.40
Pretrial Services	10	Pretrial Officer I	13 / Level 1 / \$30,388.80	13 / Level 1 / \$30,388.80
Pretrial Services	32	Pretrial Officer I	13 / Level 1 / \$30,388.80	13 / Level 1 / \$30,388.80
Pretrial Services	75	Pretrial Officer I**	13 / Level 1 / \$30,388.80	13 / Level 1 / \$30,388.80
Sheriff	475	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	861	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	1359	HVAC Refrig Mechanic	15 / Midpoint / \$42,205.49	15 / Midpoint / \$42,205.49
TNR	123	Equipment Operator	10 / \$30,409.60	10 / \$30,409.60
TNR	560	Park Maint Worker*	7 / \$24,980.80	7 / \$24,980.80
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
County Clerk	20191	Elec Clk – Ery Vting Clk	6 / \$9.00	6 / \$9.00	02
County Clerk	50057	Office Asst	8 / \$10.45	8 / \$10.45	05
JP Pct 1	20004	Court Clerk I	13 / \$14.18	13 / \$14.18	02
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

TEMPORARY PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Salary	Dept. (To)	Slot – Position Title – Salary	Comments
County Clerk	Slot 20423 / Elec Clk – Operations Clk II / Grd 7 / \$10.00	County Clerk	Slot 20635 / Elec Clk – Operations Clk V / Grd 13 / \$15.00	Election Worker Reassignment.

CAREER LADDERS – POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	892	Corrections Officer* / Grd 81	Corrections Officer Sr* / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	955	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
* Actual vs Authorized						

CAREER LADDERS – NON-POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Juvenile Court	276	Juvenile Detention Ofcr I* / Grd 11	Juvenile Detention Ofcr II* / Grd 12	\$29,920.40	\$31,416.42	Career Ladder. Pay is between min and midpoint of pay grade.
Juvenile Court	418	Juvenile Detention Ofcr II* / Grd 12	Juvenile Detention Ofcr III / Grd 13	\$30,614.76	\$32,145.49	Career Ladder. Pay is between min and midpoint of pay grade.
Pretrial Services	11	Pretrial Officer I / Grd 13	Pretrial Officer I / Grd 13	\$30,551.26	\$32,078.82	Career Ladder. Pay is between min and midpoint of pay grade.
Pretrial Services	29	Pretrial Officer I / Grd 13	Pretrial Officer I / Grd 13	\$30,551.26	\$32,078.82	Career Ladder. Pay is between min and midpoint of pay grade.
Sheriff	668	Telecomm 9-1-1 Spec* / Grd 14	Telecomm 9-1-1 Spec Sr / Grd 15	\$36,172.56	\$39,832.00	Career Ladder. Pay is between min and midpoint of pay grade.
* Actual vs Authorized						

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
JP Pct 1	Slot 60001 / Court Clerk I / Grd 13 / \$29,501.26	JP Pct 1	Slot 16 / Court Clerk I / Grd 13 / \$29,501.26	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1754 / Deputy Sheriff Law Enforcement / Grd 72 / \$50,219.94	Sheriff	Slot 541 / Cert Peace Officer Sr / Grd 84 / \$50,718.10	Voluntary job change. Peace Office Pay Scale (POPS).
TNR	Slot 191 / Road Maint Worker / Grd 8 / \$28,291.33	TNR	Slot 152 / Equipment Operator / Grd 10 / \$30,409.60	Promotion. Pay is between midpoint and max of pay grade.
TNR	Slot 214 / Road Maint Worker / Grd 8 / \$30,527.12	TNR	Slot 160 / Equipment Operator / Grd 10 / \$32,053.47	Promotion. Pay is between midpoint and max of pay grade.
* Actual vs Authorized				

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

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Gerald Daugherty, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4

Travis County Commissioners Court Agenda Request

19 ✓

Voting Session August 19, 2008
(Date)

Work

Session
(Date)

1. A. Request made by: Tenley Aldredge, Assistant County Attorney Phone # 854-9513
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: Consider and take appropriate action on License Agreement with Tree of Life Church to film in the "Old County Jail" property for a video production in connection with church-based educational activities on August 22, 2008.

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

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

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

Alicia Perez, Executive Manager 854-9343
Tenley Aldredge, Travis County Attorney 854-9513

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

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.

RECEIVED
COUNTY JUDGE'S OFFICE
08 AUG 12 PM 4:19

DRAFT

LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and Tree of Life Church, a non-profit organization operating in Pflugerville, Texas ("Licensee").

WITNESSETH

THAT WHEREAS, County is the owner of the Heman Marion Sweatt Courthouse located at 1000 Guadalupe Street, Austin, Texas (the "Property"); and

WHEREAS, Licensee desires to film a scene for a video production in connection with Licensee's church-based educational activities in and on that portion of the Property known as the "Old County Jail," and County desires to allow Licensee use of the Property for such purpose; and

WHEREAS, Licensee fully understands both the historical significance and the security considerations of the Property and intends to fully cooperate and take whatever steps are necessary to minimize all impacts upon the Property during Licensee's use and to restore said Property to its original condition after Licensee has completed filming.

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

1.0 GRANT OF LICENSE

1.1 County hereby grants a license to Licensee, its employees, agents, independent producers, contractors, and suppliers to enter, use and by means of film, video, tape or any other method, photograph the following specified areas of the Property in connection with the production of a video production in connection with Licensee's church-based educational activities, a synopsis of which scene is attached hereto as **Exhibit "A"** (the "License"): (i) the upper floors of the Property, known as the "Old County Jail," together with all necessary adjacent hallways and common areas.

1.2 Such production, and all exhibition, distribution, advertising, and exploitation products or services created or produced in connection therewith, shall be the sole property of Licensee, without exception and in perpetuity, and may be

exploited in all media and markets and in all forms, whether known, unknown, or hereafter created. As between Licensee and County, Licensee shall be the exclusive author, owner and copyright proprietor of all of the results and proceeds relating to Licensee's use of the Property pursuant to this Agreement. The License includes the right to bring onto the Property and to utilize thereon personnel, personal property, materials and equipment, including but not limited to props and temporary sets during the term of the License.

1.3 Licensee agrees to make no structural changes to any portion of the Property licensed hereunder. However, the License allows for superficial preparation to be made to the Property to facilitate Licensee's storyline and production needs as well as the right to use special effects in furtherance of the storyline. Licensee agrees to leave the Property in the same and as good a condition as when it was received, normal wear and tear excepted, as determined by existing County policy.

1.4 Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal courthouse business for the duration of the license term. Licensee's disregard of courthouse staff requests to reduce the amount of noise or other disturbance caused by Licensee's activities may be grounds for revocation of the License. In addition, Licensee agrees to take particular care with respect to the disconnected drains located in the licensed area, and agrees not to place any liquids or other substances in the drains or to permit any liquids or other substances to be placed therein.

1.5 Licensee acknowledges and agrees that permission to use the County Property for the purposes described herein may be immediately revoked if the motion picture named above contains any content that, in the opinion of the Travis County Commissioners Court, or any of their designated representatives, is obscene, offensive, defamatory, harassing, malicious or that would reflect adversely on the reputation and dignity of Travis County.

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

2.0 TERM OF LICENSE

2.1 The License is granted for a four-hour period on one day, Friday, August 22, 2008, beginning at approximately 8:00 p.m. and terminating at approximately midnight; provided, however, such term is subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary or convenient by County.

3.0 PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall pay to Travis County the amount of ONE HUNDRED AND NO/100 (\$ 100.00) to cover County's administrative, utilities and related costs (\$100.00 per day).

3.2 In addition, Licensee shall provide, at its own additional expense, and if appropriate given the License scope, traffic control, garbage removal, and security personnel through the employment of the necessary number of off-duty Travis County Sheriff's officers, or other qualified security personnel, as well as at least one dedicated FMD employee on or in the vicinity of the Property during Licensee's use of the Property as reasonably necessary to ensure the safety and integrity of the persons and property brought onto the Property for the purposes authorized under this Agreement.

3.3 Licensee shall pay County the sum set forth in this Section 3.0 within ten (10) days of execution of this Agreement. If there are any expenses incurred by County above the expenses set forth herein, County shall invoice Licensee for the actual costs so incurred, and Licensee shall remit payment to County for the invoice amounts within thirty (30) days of receipt of invoice(s).

4.0 SMOKING

4.1 THERE SHALL BE NO SMOKING IN THE COURTHOUSE AT ANY TIME. LICENSEE AGREES NOT TO USE ANY EQUIPMENT OR MATERIAL THAT IS INTENDED TO PRODUCE AN OPEN FLAME.

5.0 PERMITS

5.1 Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin or other local governmental entities for use of the Property under this Agreement.

6.0 USE AND REPAIRS

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

7.0 CONTROL OF TRAVIS COUNTY

7.1 Licensee shall at all times obey the direction and commands of the Travis County Sheriff and the Executive Manager of the Travis County Administrative

Operations Department, or their designated representatives, while on or in the vicinity of the Property.

7.2 Any disregard of the directions, restrictions, rules or regulations referenced in this Section 7 shall be grounds for immediate revocation of the License granted hereunder.

8.0 INDEMNIFICATION

8.1 LICENSEE AGREES TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS, AND DEFEND COUNTY, ITS AGENTS, OFFICIALS AND EMPLOYEES FROM ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, INCLUDING ATTORNEYS FEES, OR EXPENSES OF WHATEVER TYPE OR NATURE FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, ARISING IN WHOLE OR IN PART OUT OF ANY AND ALL ACTS OF COMMISSION OR OMISSION OF LICENSEE, ITS AGENTS OR EMPLOYEES, ARISING OUT OF IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE PROPERTY FOR WHICH A CLAIM, INCLUDING ATTORNEYS FEES, DEMAND, SUIT OR OTHER ACTION IS MADE OR BROUGHT BY ANY PERSON, FIRM, CORPORATION, OR OTHER ENTITY AGAINST LICENSEE OR COUNTY.

9.0 INSURANCE

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

10.0 NON-ASSIGNMENT OF RIGHTS

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

11.0 AMENDMENTS

11.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS EXPRESSLY ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, REPRESENTATIVE OR EMPLOYEE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF

THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

12.0 SAFETY

12.1 County reserves the right to prohibit persons from driving on, entering or otherwise using the Property at any time safety may be a concern.

13.0 NON-WAIVER AND RESERVATION OF RIGHTS

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

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

13.3 Notwithstanding the foregoing, County shall not be entitled for any reason to enjoin or interfere with the distribution, exploitation or exhibition of the motion picture or its advertising or publicizing.

14.0 VENUE AND CHOICE OF LAW

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

15.0 NOTICES

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

15.2 Licensee Address. The address of Licensee for all purposes under this Agreement shall be:

Noah Mingus
Videographer
Tree of Life Church
16108 Yellow Sage
Pflugerville, Texas 78660
(512) 990-3444

15.3 Licensor Address. The address of Licensor for all purposes and all notices under this Agreement shall be:

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

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

16.0 MEDIATION

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

17.0 SEVERABILITY

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

18.0 ENTIRETY OF AGREEMENT

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

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

TRAVIS COUNTY, TEXAS

LICENSEE: TREE OF LIFE CHURCH

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

By: _____
Noah Mingus
Title: Church Videographer
Date: _____

Exhibit A Film Synopsis

Licensee is a church operating under the name "Tree of Life Church" in Pflugerville, Texas. The project goal is the production of a video for church members and non-Christians that concerns the Ten Commandments and God's law, and the consequences of breaking God's law. Filming in a jail setting is intended to underscore those consequences.

**Exhibit B
Insurance Certificate
(attached)**

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: AUGUST 19, 2008

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

- B. Requested text: _____
- A. Consider and take appropriate action to approve unanimous recommendation of Deferred Compensation Plan Oversight Committee for Third Party Administrator of Deferred Compensation Plan
 - B. Authorize Deferred Compensation Plan Oversight Committee, Deferred Compensation Consultant and County Attorney to begin specific contract development with Great West Retirement Services for plan administration services for the Travis County Deferred Compensation 457 (b) Plan, including guarantees related to providing products and services as proposed.

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 3:00pm on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.



Human Resources Management Department

1010 Lavaca

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-9757

August 6, 2008

TO: Members of Commissioners Court

FROM: Deferred Compensation Plan Oversight Committee

SUBJECT: Contract for Third Party Administration of 457(b) Plan for Deferred Compensation

Proposed Motions

- A. Consider and take appropriate action to approve unanimous recommendation of Deferred Compensation Plan Oversight Committee for Third Party Administrator of Deferred Compensation Plan
- B. Authorize Deferred Compensation Plan Oversight Committee, Deferred Compensation Consultant, and County Attorney to begin specific contract development with Great West Retirement Services for plan administration services for the Travis County Deferred Compensation 457 (b) Plan, including guarantees related to providing products and services as proposed.

Committee Report

As the Commissioners Court authorized on July 15, 2008, the Deferred Compensation Plan Oversight Committee conducted interviews on July 16 with the top three firms submitting proposals. At those interviews, all three firms were requested to submit their Best and Final Offers (BAFO) that were due July 25. All three BAFOs resulted in improved offers. The Committee reviewed the BAFOs in light of the County's fiduciary responsibility to select the proposal that provides the best option for ALL participants in the Plan.

After evaluating the proposals as amended by the BAFOs, the seven voting members of Deferred Compensation Plan Oversight Committee present at the meeting on August 6, 2008 voted unanimously to recommend Great West Retirement Services as the best alternative for all of the participants for provider of plan administration services for the Travis County Deferred Compensation 457 (b) Plan.

Recommendation: Approve committee recommendation to select Great West Retirement Services as the administrator of the Travis County 457 (b) Plan, Deferred Compensation Plan.

The Committee believes that it has faithfully fulfilled its responsibility to make the best recommendation possible to the Commissioners Court.

The Committee reached this conclusion for the following reasons:

- a) All participants receive **better value** in the process.
 - Fixed account participants will experience a higher interest rate than what they are receiving now.
 - Mutual fund participants gain access to a Great West fund menu that, overall, provided the best value to participants in terms of expenses and performance.

b) The Commissioners Court gains full control of the County's plan. The current plan's Market Value Adjustment (MVA) ---- now approximately \$700,000 ---- is eliminated after 5 years as the Nationwide fixed account assets are moved on a monthly basis to the new account and provider. When the transition is complete, County will have the ability to change administrators or investments without penalty. There will be **NO COSTS** to participants or the County in transitioning to the new Plan.

c) The new plan is fully fee transparent. All revenue received by Great West from any source is disclosed to the County quarterly. The Great West proposal represented the **lowest administration cost** to County employees.

d) Great West is a **national leader** in the administration of 457 plans. In Texas, they provide retirement plan administration services for the City of Austin, the City of Houston, Austin-Travis County MHMR, and the Travis County Healthcare District to name a few.

e) Great West currently has a fully staffed **local office at Congress and 6th**. In their proposal, they committed to provide a greater on-site representative presence than the other 2 finalist firms.

Requested Actions:

1. Approve unanimous recommendation of Great West Retirement Services by Deferred Compensation Plan Oversight Committee for Third Party Administrator of Deferred Compensation Plan.
2. Authorize Deferred Compensation Plan Oversight Committee, external Deferred Compensation Consultant, and County Attorney to begin specific contract development with Great West Retirement Services for plan administration services for the Travis County Deferred Compensation 457 (b) Plan, including guarantees related to providing products and services as proposed.
3. Direct Committee to return to Commissioners Court with completed contract and transition plan no later than September 2, 2008 for final approval.

If any member of the Commissioners Court would like more detailed information or responses to questions raised by this material, the following would be pleased to address these:

Committee Members

<u>Name:</u>	<u>Department</u>	<u>Telephone Number</u>
Elliot Beck	County Attorney	854-9415
Michelle Brinkman	District Clerk	854-9581
Greg Jacobs	County Auditor	854-9125
Mary Mayes	Cash Investment Management	854-9085
Norman McRee	HRMD	854-4821
Alicia Perez	Administrative Operations	854-9343
Vicki Skinner	District Attorney	854-9522
Jim Wilson	Juvenile Court	854-7128
Al Dicristofaro	The Retirement Store	291-6228

TRAVIS COUNTY 457
Summary Scores for RFS Finalists

SUMMARY

		Great West	ICMA-RC	NRS
COMPANY PROFILE		14	11	13
SERVICES		13.5	13.5	15
ADMINISTRATION		12	14	12
INVESTMENTS		25	20	19
FEES		30	25	20
TOTAL		94.5	83.5	79

**SUPPLEMENTAL INFORMATION
CC VS 8/19/08 #20**

TIMELINE

&

**FAQ'S
DEFERRED COMPENSATION
TRANSITION**

TIMELINE
Travis County Deferred Compensation

Action	Date(s)
Commissioners Court approved issuing an RFP	Tuesday, April 15, 2008
Draft RFP from consultant due	Monday, April 21, 2008
Agenda item for Court consideration of Investment Policy Statement, Proposed RFP, and Timeline	Tuesday, April 22, 2008
Committee meeting to finalize RFP	Wednesday, April 23, 2008
Agenda item for Court consideration of RFP (if needed)	Tuesday, April 29, 2008
RFP Released	Monday, May 5, 2008
Written questions due from RFP respondents	Monday, May 19, 2008
Deadline for written response to responder questions	Tuesday, May 27, 2008
RFP Closed (open 5 weeks or 35 days)	Monday, June 9, 2008
Consultant analysis of RFP responses to Committee by email	Monday, June 23, 2008
Committee meets to evaluate proposals and backup to Court	Wednesday, June 25
Committee meets to complete evaluations of proposals and backup to Court (if needed)	Wednesday, July 2, 2008
Backup to Court completed for permission to negotiate with selected respondents	Wednesday, July 9, 2008
Agenda item for Court consideration of request to negotiate with selected respondents	Tuesday, July 15, 2008
Begin negotiations with selected respondents	Wednesday, July 16, 2008
Finalize negotiations	Friday, August 8, 2008
Agenda item for Court consideration of contract award	Tuesday, August 19, 2008
Agenda item for Court consideration of contract award (if needed)	Tuesday, August 26, 2008
Deadline to award contract	Tuesday, September 2, 2008
Committee meets to develop and implement transition	Wednesday, September 10, 2008
Transition	September - December, 2008

Deferred Compensation Transition FAQs

Q1. Why did you go out for an RFP?

- A. At its first meeting, the committee received a 3 hour class that included a discussion of its primary responsibility: to advise the County on whether it is providing the best plan available for ALL participants. The committee's question was How do we know the current plan is the best available for ALL participants if no one in the last 25 years has done a solicitation to determine whether there is a better option available.

Q2. Why did the committee recommend Great West?

- A. The committee reviewed five proposals. The members each looked at the companies profile, the services offered, the method of administration, the investments available and the direct and indirect fees charged to participants. Considering these factors, every member of the committee present strongly agreed that Great West offered the best option for ALL participants.

Q3. If the Commissioners Court approves changing Administrators for the Travis County Employee's 457 deferred compensation plan; how long will the transition take?

- A. Approximately 90-120 days assuming Court approval on August 19 and successful development of contract and/or service agreement with Great West by September 2, 2008.

Q4. If I retire between now and the completion of the transition, will I be able to take out all my money during this period?

- A. Yes.

Q5. When will I find out about the new plan and how will information be provided to employees?

- A. As soon as the Commissioners Court decides who to select as the administrator, the Deferred Compensation Plan Oversight Committee and the new Administrator will start planning how best to educate all participants and other employees about what will change and the details of the new plan. Education is expected to begin shortly after September 2.

Q6. Will the process of making the transition between plan administrators cost me or any other participant/employee anything.

- A. No.

Q7. Will there be any limits on transferring funds among accounts, particularly from the interest bearing account to mutual funds?

- A. Participants will have the ability to move their money among the current investment options in the Plan --- without any restriction --- until the transition date.

After the transition occurs, participants in the Nationwide Fixed Account will be unable to move their fixed account balance to other investment options. The Nationwide Fixed Account assets will be transferred to the new Stable Value product at the rate of 1/60th each month over the next 5 years. Participants will have the ability to move any balance in the new Stable Value product to any other investment option in the Plan as they choose.

Q8. Will there be more mutual funds to choose from?

- A. The new investment menu will provide an investment option in each of the asset classes represented in the existing fund menu. As previously stated, however, the current Nationwide Investor Destination funds will be replaced with a series of highly rated target date funds offered through T. Rowe Price. Target date funds are designed to simplify the investment decision making process for participants who do not wish to select their own investment options. Great West has also proposed a managed account service to the County

Q9. Will I be able to have the money I have invested in mutual funds in the same funds if Great West is the administrator?

- A. Many of the funds in the current Plan menu will be converted to the new administrator's platform. Those funds include Fidelity Contra, Oppenheimer Global Bond, PIMCO Total Return, American Funds Euro Pacific Growth, and Lazard Emerging Markets. The current Nationwide Index Funds will be replaced with Vanguard Index options which provide better value to the Plan's participants. In addition, the current Nationwide Investor Destination funds will be replaced with a series of highly rated target date funds offered through T. Rowe Price. It's important to remember that any fund included in either the existing or in the new fund menu was and is required to meet stringent performance and expense criteria established by the County.

Q10. Will there be any new conditions or limits on withdrawals, or transfers?

- A. No for withdrawals. The same limit on withdrawals before retirement will continue.
- Participants with money in the Nationwide Fixed Account will be unable to transfer that money to other investment options in the Plan after the transition is completed (See Question #7). In addition, some funds in both the existing plan as well as in the new plan may impose a penalty if money is not held in the fund for a minimum period of time. The procedure is common in the industry and is intended to protect investors against the adverse effects of short term trading.

Q11. Will there be any problems transferring my loan with Nationwide to Great West and will my payments be the same? How does this transition?

- A. Administration of loans will be transferred. The amount of your payment will remain the same. The method of repayment will be through payroll deduction.

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: August 19, 2008

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

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE SPACE OPTIONS FOR 910 LAVACA AND RELATED SPACE IMPACTS, INCLUDING POTENTIAL SPACE NEEDS FOR AUDITOR'S NEW FINANCIAL SYSTEM PROJECT TEAM AND PROPOSED NEW FY09 FTE FOR DEPARTMENTS LOCATED IN GRANGER AND USB BUILDINGS.

C. Approved by: _____
Signature of Commissioner or Judge

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:
 - Roger A. El Khoury, M.S., P.E., Director, Facilities Management Department (44579)
 - John Carr, Director, Administrative Division, Facilities Management Department (44772)
 - Leslie Stricklan, R.A, Sr. Project Manager, Facilities Management Department (44778)
 - Joe Harlow, Chief Technology Officer, ITS (49666)
 - Judy Pittsford, Division Manager, ITS (44955)
 - Walter Lagrone, Division Manager, ITS (44890)
 - Todd Floyd, ITS (44283)
 - Linda Moore Smith, Director, Human Resources Management Department (49170)
 - Rodney Rhoades, Executive Manager, Planning and Budget Office (49106)
 - Leroy Nellis, Budget Manager (49066)
 - Belinda Powell, Capital Planning Coordinator (49506)
 - Christian Smith, Special Assistant to Commissioners Court (49465)
 - Cyd V. Grimes, Purchasing Agent (49700)
 - Susan Spataro, County Auditor (49125)
 - Diana Warner, Asst. County Auditor II, County Auditor's Office (49125)
 - Mike Wichern, Asst. County Auditor II, County Auditor's Office (49125)
 - Christina Adair, Manager of Financial Systems Applications Development, County Auditor's Office (49125)

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)



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FMD Project: RUSK-02-08R-4R
File: 101

TO: Commissioners Court

VIA: Alicia Perez, Executive Manager Administrative Operations

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

DATE: August 12, 2008

SUBJECT: Space Options Analysis for 910 Lavaca, USB, and Granger Buildings and Lease.

Proposed Motion:

Consider and take appropriate action regarding the analysis of space options for 910 Lavaca and related space impacts, including potential space needs for Auditor's new financial system project team and proposed new FY09 FTE for departments located in Granger and USB buildings.

Summary and Staff Recommendation:

Facilities Management Department (FMD) analyzed the potential for 14 different departments and programs to occupy 910 Lavaca Street (aka Rusk Building). Attachment 1 "Rusk Building Options Executive Summary" recaps the results of this analysis. Only FMD (Option K2), PBO (Option A1) and the Auditor's BEFIT (New Financial System) Project Team (Option M) were found to be feasible potential occupants for the Rusk Building.

The analysis included the following criteria shared with Commissioners Court at the time the Rusk Building was purchased:

1. The Rusk Building was purchased with the intention that it will be demolished if the new Civil Courthouse is developed on blocks 126 (USB Block) and 108 (Rusk Building Block). Therefore, the department/office will occupy the Rusk Building on a temporary basis.
2. The department which will occupy the Rusk building must have a low public traffic.
3. The department which will occupy the Rusk building must have a minimum renovation so that the renovation does not trigger a full ADA correction cost, which was \$362,000 a year ago. Now, the ADA correction cost is more than \$400,000

4. The department which will occupy the Rusk building must optimize the Rusk Building space.

In addition to criteria 1-4 above, County space planning guidelines were also used. Some departments were found to be unfeasible as occupants for the Rusk Building because this would further fragment their department or impact critical operational adjacencies. Also, preference is shown for locating permanent County functions in County-owned space.

The following table shows how each Rusk Option was scored for each criteria:

Option	Department	Temporary use of Rusk	Low public traffic	Minimal Rusk remodel	Optimize Rusk space	Meet County space planning guidelines
A	Treasurer plus PBO/Cash Mgmt	yes	yes	yes	yes	no – PBO needs space on 1 st floor for expansion and accessibility, which compromises Treasurer suite
A1	PBO/Cash Mgmt	yes	yes	yes	no	yes, and provides expansion space for PBO & ITS.
B	RMCR	yes	yes	yes	no	no – further fragments dept.
C	Auditor	yes	yes	yes	yes	no – further fragments dept.
D	County Attorney	no	no	no	yes	no – further fragments dept.
E	Purchasing	yes	yes	yes	yes	no – loses critical adjacency
F	Commissioners	no	no	no	yes	no – loses critical adjacency
G	ITS	no	yes	no	yes	no – further fragments dept.
H	DRO	no	no	no	no	no – further fragments dept.
I	HRMD	no	no	no	yes	no – further fragments dept.
K2	FMD	yes	yes	yes	yes	yes, and provides expansion space for FMD, PBO & ITS.
L	CES	yes	no	no	no	no – loses critical adjacency
M	Auditor BEFIT	yes	yes	yes	yes	yes, but does not provide expansion space at Granger.

Only Option K2, which places FMD at the Rusk Building, meets all the criteria as shown above.

The specific space assignments related to Options K2, A1 and M are as follows:

- Option K2: FMD moves to 20 staff into Rusk Building and vacates USB fourth floor. PBO then moves 15 staff from Granger to USB fourth floor. Auditor’s BEFIT project team office goes to lease space.
- Option A1: PBO moves 15 staff to Rusk Building. Auditor’s BEFIT project team office goes to lease space.
- For both Options K2 and A1, FY09 proposed new FTE are placed as follows:
 - 2 Intergovernmental Relations FTE - Granger fifth floor (space vacated by PBO)

- 5 ITS FTE (not BEFIT related) - at Granger fifth floor (space vacated by PBO).
 - 1 ITS FTE (BEFIT related) - at both Granger fifth floor (space vacated by PBO) and BEFIT office.
 - 2 HRMD FTE (BEFIT related) - at both USB second floor and BEFIT office.
 - 2 Purchasing FTE (BEFIT related) - at BEFIT office only.
 - 7 Auditor FTE (BEFIT related) - at BEFIT office only.
- For Option M, FY09 proposed new FTE are placed as follows:
 - 2 Intergovernmental Relations FTE - Granger fifth floor (space vacated by 2 existing ITS FTE who move to lease space).
 - 5 ITS FTE (not BEFIT related) - at lease space.
 - 1 ITS FTE (BEFIT related) - at both lease space and BEFIT office.
 - 2 HRMD FTE (BEFIT related) - at both USB second floor and BEFIT office.
 - 2 Purchasing FTE (BEFIT related) - at BEFIT office only.
 - 7 Auditor FTE (BEFIT related) - at BEFIT office only.

Cost analysis between Options K2, A1 and M shows that excluding BEFIT, Option K2 is the lowest cost. Including BEFIT, Option M is the lowest cost.

Option	Department assigned to Rusk	Lease Option	Total Capital + One-Time Operating	Total Annual Operating
K2 (excluding BEFIT)	FMD	NA	\$204,180	\$0
K2 (including BEFIT)	FMD	9 th Street	\$548,560	\$141,579
K2 (including BEFIT)	FMD	Lavaca	\$665,310	\$313,645
A1 (excluding BEFIT)	PBO / Cash Mgmt	NA	\$206,930	\$0
A1 (including BEFIT)	PBO / Cash Mgmt	9 th Street	\$551,310	\$141,579
A1 (including BEFIT)	PBO / Cash Mgmt	Lavaca	\$668,060	\$313,645
M (including BEFIT)	BEFIT	9 th Street	\$364,562	\$63,711
M (including BEFIT)	BEFIT	Lavaca	\$400,858	\$168,280

Attachment 2 “Comparison of Rusk Options K2, A1 and M + Lease Costs” shows the breakdown costs analysis, including the impact to provide space for proposed new FY09 FTE associated with departments currently located in the Granger and USB Buildings.

Budgetary and Fiscal Impact:

Funding for the necessary minor renovations and for ITS equipment and cabling at Rusk Building has been previously approved in the FY 08 budget in the total amount of \$209,938 which consists of \$49,938 for renovations, \$150,000 for ITS equipment and cabling and \$10,000 for move.

Background:

Background:

In November 2007, Travis County purchased the property at 910 Lavaca Street. The building size is 7,500 square feet and the total property is about 14,800 square feet with 27 existing parking spaces. The previous owner also donated some furniture which was left in the facility at closing. The County paid \$2,400,000 for the property.

Required Authorizations:

Legal: N/A
Purchasing: N/A
Budget: N/A

Exhibits:

1. Rusk Building Options Executive Summary
2. Comparison of Rusk Options K2, A1, and M + Lease Costs

Option	Departments	Feasibility to occupy Rusk
A	Treasurer + PBO (w/Cash Mgmt)	No. PBO needs space on 1st floor for accessibility issues and also needs more than 1 future expansion office.
A.1	PBO (w/Cash Mgmt)	Yes. PBO would put 15 staff into building with moderate remodel. 6+ offices would be vacant at initial occupancy and available for future expansion. This does not optimize the use of the space.
B	RMCR	No. Only 7 FTE could move to Rusk, which would only fill the first floor, and there is no department who could take just the 2nd floor, so this does not optimize the use of the space.
C	Auditor	No. Only part of the Auditor department could fit there, and this would split the department into 2 locations.
D	County Attorney	No. Only part of the Auditor department could fit there, and this would split the department into 2 locations. Also cannot use second floor which is non-accessible, because of public visitors.

Option	Departments	Feasibility to occupy Rusk
E	Purchasing Office	No. Loses critical proximity to County Attorney and Auditor.
F	Commissioner's Court and EM's	No. Due to public visitors, would require full ADA compliance and installation of elevator.
G	ITS	No. Would further split the department and would require extensive remodel to create needed open office work space.
H	DRO	No. Would split the department and due to public visitors, would require full ADA compliance and installation of elevator.
I	HRMD	No. Due to public visitors, would require full ADA compliance and installation of elevator.
J	TNR Parks&NR	No. Would only fill the second floor, and due to public visitors and staff with accessibility needs, would require full ADA compliance and installation of elevator.

Option	Departments	Feasibility to occupy Rusk
K, K1 and K2	FMD	Yes. 21 FTE would fill the building with no remodel, and workroom could be converted to 2 expansion offices in future. This is good optimization of the space by a permanent County function.
L	CES	No. Would only fill the second floor, and due to public visitors and staff with accessibility needs, would require full ADA compliance and installation of elevator.
M	Auditor's New Financial System Project Team (BEFIT)	Yes. 40 person project team would fill the building with minimal remodel. This is good optimization of the space, but this is a temporary function which might be better to put into lease space.

COMPARISON OF RUSK OPTIONS K2, A1, and M + LEASE COSTS

	Total Capital + One-time Operating	Total Annual Operating	1st Year	2nd Year	3rd Year	4th Year	5th Year	Total
1 Option K2								
2 FMD @Rusk	\$125,550							
3 PBO @ USB 4th floor	\$21,630							
4 IGR 2 new FTE @ Granger 5th floor	\$10,000							
5 ITS 5 new FTE @ Granger 5th floor	\$25,000							
6 Total excluding BEFIT	\$182,180	\$0	\$182,180	\$0	\$0	\$0	\$0	\$182,180
7 HRMD 2 new FTE @ USB 2nd floor	\$21,000							
8 ITS 1 new FTE @ Granger 5th floor	\$5,000							
9 BEFIT lease space at 9th Street	\$303,380	\$141,579						
10 Total including BEFIT	\$511,560	\$141,579	\$653,139	\$141,579	\$141,579	\$141,579	\$141,579	\$1,219,455
11 BEFIT lease space at 1108 Lavaca	\$420,130	\$313,645						
12 Interstate total with lease at Lavaca	\$628,310	\$313,645	\$941,955	\$313,645	\$313,645	\$313,645	\$313,645	\$2,196,535
13 Option A1								
14 PBO @Rusk	\$149,930							
15 FMD stays at USB 4th floor	\$0							
16 IGR 2 new FTE @ Granger 5th floor	\$10,000							
17 ITS 5 new FTE @ Granger 5th floor	\$25,000							
18 Total excluding BEFIT	\$184,930	\$0	\$184,930	\$0	\$0	\$0	\$0	\$184,930
19 HRMD 2 new FTE @ USB 2nd floor	\$21,000							
20 ITS 1 new FTE @ Granger 5th floor	\$5,000							
21 BEFIT lease space at 9th Street	\$303,380	\$141,579						
22 Total including BEFIT	\$514,310	\$141,579	\$655,889	\$141,579	\$141,579	\$141,579	\$141,579	\$1,222,205
23 BEFIT lease space at 1108 Lavaca	\$420,130	\$313,645						
24 Interstate total with lease at Lavaca	\$631,060	\$313,645	\$944,705	\$313,645	\$313,645	\$313,645	\$313,645	\$2,199,285

COMPARISON OF RUSK OPTIONS K2, A1, and M + LEASE COSTS

	Total Capital + One-time Operating	Total Annual Operating	1st Year	2nd Year	3rd Year	4th Year	5th Year	Total
Option M								
27 BEFIT at Rusk	\$134,480							
28 FMD stays at USB 4th floor	\$0							
29 IGR 2 new FTE @ Granger 5th floor	\$10,000							
30 HRMD 2 new FTE @ USB 2nd floor	\$21,000							
33 ITS 6 new + 2 exist. FTE @ lease - 9th Street	\$188,890	\$34,213						
35 Total including BEFIT	\$354,370	\$34,213	\$388,583	\$34,213	\$34,213	\$34,213	\$34,213	\$525,435
36 ITS 6 new + 2 exist. FTE @ lease - 1108 Lavaca	\$192,630	\$110,331						
37 Kernate total with lease at Lavaca	\$358,110	\$110,331	\$468,441	\$110,331	\$110,331	\$110,331	\$110,331	\$909,765

Last Updated 8-18-08 at 10:10 am

ITEM # 22

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 24,059,500.00 in legally authorized securities as stipulated in the Travis County Investment Policy for the periods as indicated in Attachment A which consists of 14 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: August 19, 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: 08/14/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TEXPOOL	FUND NAME:	POOLED BOND
PAR VALUE:	4,105,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	2.2843%
PRINCIPAL:	4,105,000.00	PURCHASED THRU:	TEXPOOL
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	4,105,000.00	CUSIP #:	N/A
TRADE DATE:	08/14/2008	SETTLEMENT DATE:	08/14/2008

AUTHORIZED BY:


 CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TEXPOOL

PAR VALUE:\$4,105,000.00

SETTLEMENT DATE:08/14/2008

INTEREST RATE:2.2843

FUND#	FUND NAME	AMOUNT INVESTED
-------	-----------	-----------------

897	POOLED BOND FUND	\$4,105,000.00
-----	------------------	----------------

TOTAL DUE:		\$4,105,000.00
------------	--	----------------

ATTACHMENT A

TRAVIS COUNTY
 INVESTMENT DEPARTMENT
 SECURITY TRANSACTION FORM

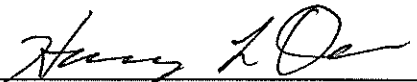
DATE: 08/14/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TEXPOOL	FUND NAME:	OPERATING
PAR VALUE:	10,262,500.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE:	N/A	BOND EQ. YIELD:	2.2843%
PRINCIPAL:	10,262,500.00	PURCHASED THRU:	TEXPOOL
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	10,262,500.00	CUSIP #:	N/A
TRADE DATE:	08/14/2008	SETTLEMENT DATE:	08/14/2008

AUTHORIZED BY:


 CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TEXPOOL

PAR VALUE:\$10,262,500.00

SETTLEMENT DATE:08/14/2008

INTEREST RATE:2.2843

FUND#	FUND NAME	AMOUNT INVESTED
-------	-----------	-----------------

899	OPERATING ACCOUNT	\$10,262,500.00
-----	-------------------	-----------------

TOTAL DUE:		\$10,262,500.00
------------	--	-----------------

ATTACHMENT A

TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 08/11/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TEXPOOL	FUND NAME:	POOLED BOND
PAR VALUE:	130,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	2.2477%
PRINCIPAL:	130,000.00	PURCHASED THRU:	TEXPOOL
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	130,000.00	CUSIP #:	N/A
TRADE DATE:	08/11/2008	SETTLEMENT DATE:	08/11/2008

AUTHORIZED BY:


CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TEXPOOL

PAR VALUE:\$130,000.00

SETTLEMENT DATE:08/11/2008

INTEREST RATE:2.2477

FUND#	FUND NAME	AMOUNT INVESTED
-------	-----------	-----------------

897	POOLED BOND FUND	\$130,000.00
-----	------------------	--------------

TOTAL DUE:	\$130,000.00
------------	--------------

ATTACHMENT A

TRAVIS COUNTY
 INVESTMENT DEPARTMENT
 SECURITY TRANSACTION FORM

DATE: 08/12/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TEXPOOL	FUND NAME:	INTEREST & SINKING
PAR VALUE:	11,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE:	N/A	BOND EQ. YIELD:	2.2653%
PRINCIPAL:	11,000.00	PURCHASED THRU:	TEXPOOL
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	11,000.00	CUSIP #:	N/A
TRADE DATE:	08/12/2008	SETTLEMENT DATE:	08/12/2008

AUTHORIZED BY:


 CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TEXPOOL

PAR VALUE:\$11,000.00

SETTLEMENT DATE:08/12/2008

INTEREST RATE:2.2653

FUND#	FUND NAME	AMOUNT INVESTED
394	CONS.DEBT SERVICE	\$11,000.00

TOTAL DUE: \$11,000.00

ATTACHMENT A

TRAVIS COUNTY
 INVESTMENT DEPARTMENT
 SECURITY TRANSACTION FORM

DATE: 08/12/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TexasDAILY	FUND NAME:	OPERATING ACCOUNT
PAR VALUE:	\$ 261,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE:	N/A	BOND EQ. YIELD:	2.36%
PRINCIPAL:	\$ 261,000.00	PURCHASED THROUGH:	TexasDAILY
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	\$ 261,000.00 =====	CUSIP #:	N/A
TRADE DATE:	08/12/2008	SETTLEMENT DATE:	08/12/2008

AUTHORIZED BY:


 CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TexasDAILY

PAR VALUE:\$261,000.00

SETTLEMENT DATE:08/12/2008

INTEREST RATE:2.36

FUND#	FUND NAME	AMOUNT INVESTED
-------	-----------	-----------------

899	OPERATING ACCOUNT	\$261,000.00
-----	-------------------	--------------

TOTAL DUE:		\$261,000.00
------------	--	--------------

ATTACHMENT A

TRAVIS COUNTY
 INVESTMENT DEPARTMENT
 SECURITY TRANSACTION FORM

DATE: 08/13/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TexasDAILY	FUND NAME:	OPERATING ACCOUNT
PAR VALUE:	\$ 1,290,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE:	N/A	BOND EQ. YIELD:	2.36%
PRINCIPAL:	\$ 1,290,000.00	PURCHASED THROUGH:	TexasDAILY
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	\$ 1,290,000.00	CUSIP #:	N/A
TRADE DATE:	08/13/2008	SETTLEMENT DATE:	08/13/2008

AUTHORIZED BY:


 CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TexasDAILY

PAR VALUE:\$1,290,000.00

SETTLEMENT DATE:08/13/2008

INTEREST RATE:2.36

FUND#	FUND NAME	AMOUNT INVESTED
-------	-----------	-----------------

899	OPERATING ACCOUNT	\$1,290,000.00
-----	-------------------	----------------

TOTAL DUE:		\$1,290,000.00
------------	--	----------------

ATTACHMENT A

TRAVIS COUNTY
 INVESTMENT DEPARTMENT
 SECURITY TRANSACTION FORM

DATE: 08/13/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TEXPOOL	FUND NAME:	POOLED BOND
PAR VALUE:	8,000,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE:	N/A	BOND EQ. YIELD:	2.2574%
PRINCIPAL:	8,000,000.00	PURCHASED THRU:	TEXPOOL
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	8,000,000.00	CUSIP #:	N/A
TRADE DATE:	08/13/2008	SETTLEMENT DATE:	08/13/2008

AUTHORIZED BY:


 CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TEXPOOL

PAR VALUE:\$8,000,000.00

SETTLEMENT DATE:08/13/2008

INTEREST RATE:2.2574

FUND#	FUND NAME	AMOUNT INVESTED
897	POOLED BOND FUND	\$8,000,000.00

TOTAL DUE: \$8,000,000.00

TRAVIS COUNTY INVESTMENT REPORT
 PORTFOLIO STATISTICS
 DATE: August 15, 2008

By Fund Type		
Operating	\$ 303,577,021.86	58.63%
Debt Service	25,631,714.03	4.95%
Pooled Bond Fund	188,528,454.34	36.41%
Other	65,992.35	0.01%
Total Portfolio	<u>\$ 517,803,182.58</u>	<u>100.00%</u>

By Security Type		
Operating-		
Government Agencies	\$ 198,314,169.13	65.33%
Government Treasuries	9,942,951.76	3.28%
Certificates of Deposit	2,097.52	0.00%
TexasDAILY	47,526,513.30	15.66%
TexSTAR	3,732,157.16	1.23%
TexPool	44,059,132.99	14.51%
Total	<u>\$ 303,577,021.86</u>	<u>100.00%</u>

Debt Service-		
Government Agencies	0.00	0.00%
TexSTAR	11,018,424.72	42.99%
TexPool	14,613,289.31	57.01%
Total	<u>\$ 25,631,714.03</u>	<u>100.00%</u>

Pooled Bond Fund-		
Government Agencies	\$ 120,565,212.78	63.95%
Government Treasuries	21,866,167.05	11.60%
TexSTAR	3,556,239.86	1.89%
TexPool	42,540,834.65	22.56%
Total	<u>\$ 188,528,454.34</u>	<u>100.00%</u>

Other-		
Certificates of Deposit	\$ 65,992.35	100.00%
	<u>\$ 65,992.35</u>	<u>100.00%</u>

Summary	Investment	Actual	Guidelines
Combined Portfolio-			
Certificates of Deposit	\$ 68,089.87	0.01%	50.00%
Government Agencies	318,879,381.91	61.58%	75.00%
Government Treasuries	31,809,118.81	6.14%	100.00%
Texas DAILY	47,526,513.30	9.18%	20.00%
TexSTAR	18,306,821.74	3.54%	20.00%
TexPool	101,213,256.95	19.55%	60.00%
Total	<u>\$ 517,803,182.58</u>	<u>100.00%</u>	

WS#
VS# **23**

TRAVIS COUNTY COMMISSIONER COURT
AGENDA REQUEST

Please consider the following item for: Voting Session August 19, 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 July 2008.

C. Approved by: _____
Signature of Commissioner or Judge.

II. A. Copies reports delivered to Commissioners on August 14, 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.

RECEIVED
COUNTY JUDGE'S OFFICE
08 AUG 13 AM 9:56

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.

VS # 24

TRAVIS COUNTY COMMISSIONERS' COURT

AGENDA REQUEST

Please consider the following item for: (fill in date of meeting in blank)

VOTING SESSION 8/19/08 EXECUTIVE SESSION _____

I. A. Request made by Susan Spataro, Travis County Auditor *SS*
Phone Number 854-9125

B. Requested Text:

Consider and take appropriate action on the following:

- A. Revise the Travis County Code Sections as required to reflect the adoption of the provisions of Government Code Chapter 2264 (House Bill 2365) for the Accounting and Reporting Standards by Travis County, and
- B. Provide clarification of Section 23.050 of the Travis County Code Chapter 23, Investment Policy and Procedures Manual as the result of HB 2365.

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 8 copies). See attached memo.

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:

<u>County Attorney's Office</u>	<u>854-9415</u>
<u>HRMD - Risk Management</u>	<u>854-9165</u>
<u>Purchasing Office</u>	<u>854-9700</u>
<u>PBO - Cash Investments</u>	<u>854-9085</u>

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 Mondays, 5:00 p.m. for next week's meeting.

RECEIVED
COUNTY JUDGE'S OFFICE
08 AUG -8 PM 3:56

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

DATE: August 8, 2008
FOR: Members of Commissioners Court
FROM: Diana Warner, First Assistant County Auditor *D. Warner*
RE: Amendments to the Travis County Code for HB 2365

We are requesting that the Commissioners Court consider and take appropriate action to revise the Travis County Code sections as required to reflect the adoption of the provisions of Government Code Chapter 2264 (House Bill 2365) for the Accounting and Reporting Standards by Travis County and to provide a clarification of section 23.050 of the Travis County Investment Policy and Procedures Manual as the result of HB 2365.

Background information

In the last legislative session, a bill (HB 2365) was enacted relating to financial accounting and reporting for the State and political subdivisions of the State.

As stated in the Act, *the legislature finds that:*

- (1) state and local governments provide essential services funded by statutorily authorized taxes and fees and not by cost recovery-based rate or price models;
- (2) state and local government operations derive authority from and are regulated by the Texas and federal constitutions and statutes; and
- (3) financial accounting and reporting should accurately reflect government activities and not mislead or misinform the public.

Section 2264.051 of Chapter 2264 (HB 2365) of the Government Code defines the requirements for the system of accounting and reporting for the State and political subdivisions of the State.

Page 2

The system:

- (1) must be consistent with state financial laws;
- (2) may not misrepresent the nature, scope, or duration of the financial activities of the state or political subdivision; and
- (3) may follow the statutory standards in chapter 2264 when other accounting bases conflict with state law.

Amendments to the Travis County Code

The Travis County Code chapters that we have identified that need to be amended to be in compliance with Chapter 2264 of the Government Code for the accounting and reporting standards are:

- A. Chapter 17, Employee Health Benefit Fund Rule
- B. Chapter 27, Travis County Capital Asset Guide
- C. Chapter 31, Risk Management Division
- D. Chapter 33, Travis County Fixed Asset Policy and Procedures Manual
- E. Chapter 69, Audit Rules for Emergency Services Districts

Attachments to this memo are the Order and the sections of the above stated chapters that are being amended.

There is a separate Order for the Travis County Investment Policy and Procedures Manual (Chapter 23) clarification and that Order is also an attachment to this memo. Modifications to the entire Investment Policy and Procedures Manual were recently approved by Commissioners Court and the revised manual was reprinted and distributed as part of the Broker Dealer Selection process. To avoid another reprinting immediately, this policy is not being amended at this time but the substance of this order will be included in the manual as part of the next annual review/update process.

If you have any questions or would like to meet to discuss this item, please let me know.

**ORDER OF THE TRAVIS COUNTY COMMISSIONERS COURT
AMENDING THE TRAVIS COUNTY CODE**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Pursuant to Sections 1.0051 and 1.0052 of the Travis County Code, the Commissioners Court makes the following order:

- 1 Section 17.023 of Chapter 17, Employee Health Benefit Fund Rule is deleted in full and the following Section 17.023 is added to Chapter 17 of this Code in the form shown in the Section 17.023 attached to this order.

- 2 Section 17.025 of Chapter 17, Employee Health Benefit Fund Rule is deleted in full and the following Section 17.025 is added to Chapter 17 of this Code in the form shown in the Section 17.025 attached to this order.

- 3 Section 17.026 of Chapter 17, Employee Health Benefit Fund Rule is deleted in full and the following Section 17.026 is added to Chapter 17 of this Code in the form shown in the Section 17.026 attached to this order.

- 4 Section 17.056 of Chapter 17, Employee Health Benefit Fund Rule is deleted in full and the following Section 17.056 is added to Chapter 17 of this Code in the form shown in the Section 17.056 attached to this order.

- 5 Section 27.006 of Chapter 27, Travis County Capital Asset Guide is deleted in full and the following Section 27.006 is added to Chapter 27 of this Code in the form shown in the Section 27.006 attached to this order.

- 6 Section 27.204 of Chapter 27, Travis County Capital Asset Guide is deleted in full and the following Section 27.204 is added to Chapter 27 of this Code in the form shown in the Section 27.204 attached to this order.

- 7 Section 27.502 of Chapter 27, Travis County Capital Asset Guide is deleted in full and the following Section 27.502 is added to Chapter 27 of this Code in the form shown in the Section 27.502 attached to this order.
- 8 Section 31.022 of Chapter 31, Risk Management Division is deleted in full and the following Section 31.022 is added to Chapter 31 of this Code in the form shown in the Section 31.022 attached to this order.
- 9 Section 1.5 of Chapter 33, Travis County Fixed Asset Policy and Procedures Manual is deleted in full and the following Section 1.5 is added to Chapter 33 of this Code in the form shown in the Section 1.5 attached to this order.
- 10 Section 69.002 of Chapter 69, Audit Rules for Emergency Services Districts is deleted in full and the following Section 69.002 is added to Chapter 69 of this Code in the form shown in the Section 69.002 attached to this order.

Date of Order: _____

TRAVIS COUNTY COMMISSIONERS COURT

Samuel T. Biscoe, County Judge

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Gerald Daugherty
Commissioner, Precinct 3

Margaret Gómez
Commissioner, Precinct 4

§ 17.023 Withdrawal of Fund Surplus

- (a) If such a declaration is, in the opinion of the Travis County Auditor, in accordance with a comprehensive basis of accounting consistent with state law, the Commissioners Court may declare any amount of money in the Fund that, in the opinion of a Professional Actuary, is in excess of the amount required to maintain the Fund on an actuarial sound basis for the period of time and for the risks of loss for which it is then funded to be a "Fund Surplus."
- (b) Any declared Fund Surplus may only be withdrawn from the Fund if the Program is terminated and all obligations of the Fund for Claim Payments and Administrative Costs have been satisfied.

§ 17.025 Investment of Fund

Upon recommendation of the Investment Manager of County, the Commissioners Court shall direct the investment of money in the Fund in investments that are lawful investments for public funds of County and maintain reports about the investments in accordance with a comprehensive basis of accounting consistent with state law.

§ 17.026 Administration of Program Claims Generally

- (a) The HRM Director and Risk Manager are responsible for the administration of the Program and Program Claims.
- (b) The Commissioners Court shall approve one or more Claims Administrators to whom the Risk Manager may assign Program Claims. The Risk Manager may allow one or more Claims Administrators to adjust or otherwise administer Claims for the County.
- (c) If a professional claims handling or management service is retained to serve as a Claims Administrator, the contract shall be on a non-exclusive basis, and the contract under which the service is retained shall be made terminable by County upon the expiration of a reasonable term fixed by the Commissioners Court.
- (d) Each Claims Administrator shall be directly responsible to the HRM Director and Risk Manager and shall follow any claims administration policies and procedures established by the Commissioners Court and written financial policies and procedures in accordance with a comprehensive basis of accounting consistent with state law that are established by the County Auditor.

§ 17.056 Reports to be Provided to County Auditor

- (a) The Risk Manger shall provide the County Auditor with a financial report prepared in conformity with a comprehensive basis of accounting consistent with state law within seven business days after the last day of each month.
- (b) The Risk Manager shall provide the County Auditor with a claim lag report that shows reported incurred but unpaid claims at the end of the County fiscal year and a report prepared by a Professional Actuary that provides an assessment of incurred but not reported claims, both with sufficient detail to allow the County Auditor to determine the appropriate level of liability to report in the Travis County's financial statements.
- (c) The Risk Manger shall provide the County Auditor with an annual financial statement for the Fund (including footnotes) that is prepared in conformity with a comprehensive basis of accounting consistent with state law for inclusion in the Comprehensive Annual Financial Report for Travis County within 20 days after the last day of the County fiscal year.

§ 27.006 Capital Leases

- (a) Buildings, equipment or other assets leased by the County should be capitalized if the lease agreement meets any one of the following criteria:
 - (1) The lease transfers ownership of the property to the lessee by the end of the lease term.
 - (2) The lease contains a bargain purchase option.
 - (3) The lease term is equal to 75 percent or more of the estimated economic life of the leased property.
 - (4) The present value of the minimum lease payments at the inception of the lease, excluding executory costs, equals at least 90 percent of the fair market value of the leased property.
- (b) Leases that do not meet any of the above requirements will be recorded as operating leases.
- (c) County offices and departments should notify the County Auditor when potential capital leases are being developed to ensure that leases are recorded in accordance with a comprehensive basis of accounting consistent with state law. When a capital lease is involved, County offices and departments must provide the County Auditor with the same information regarding the asset as with any other asset acquisition.

§ 27.204 Capitalization Threshold

(a) The capitalization threshold for buildings and building improvements constructed, purchased, or donated is \$5,000. Examples of Expenditures to be Capitalized as Buildings:

(1) PURCHASED BUILDINGS

- A. Original purchase price
- B. Expenses for remodeling, reconditioning or altering a purchased building to make it ready to use for the purpose for which it was acquired if it extends the useful life, increases the value, adds capacity or increases efficiency of the building.
- C. Environmental compliance (i.e., asbestos abatement)
- D. Professional fees (legal, architect, inspections, title searches, etc.)
- E. Payment of unpaid or accrued taxes on the building to date of purchase
- F. Cancellation or buyout of existing leases
- G. Other costs required to place or render the asset into operation

(2) CONSTRUCTED BUILDINGS

- A. Completed project costs
- B. Interest accrued during construction
- C. Cost of excavation or grading or filling of land for a specific building
- D. Expenses incurred for the preparation of plans, specifications, blueprints, building permits, etc.
- E. Professional fees (architect, engineer, management fees for design and supervision, legal)
- F. Costs of temporary buildings used during construction
- G. Unanticipated costs such as rock blasting, piling, or relocation of the channel of an underground stream
- H. Permanently attached fixtures or machinery that cannot be removed without impairing the use of the building
- I. Additions to buildings (expansions, extensions, or enlargements)
- J. Build-out of interior spaces to specifications

(3) **BUILDING IMPROVEMENTS**

- A. Conversion of attics, basements, etc., to usable office, clinic, research or classroom space
- B. New structures attached to the building such as covered patios, sunrooms, garages, carports, enclosed stairwells, etc.
- C. Installation or upgrade of heating and cooling systems, including ceiling fans and attic vents
- D. Original installation/upgrade of wall, ceiling, or floor covering such as carpeting, tiles, paneling, or parquet
- E. Structural changes such as reinforcement of floors or walls, installation or replacement of beams, rafters, joists, steel grids, or other interior framing
- F. Installation or upgrade of window or door frame, upgrading of windows or doors, built in closet and cabinets
- G. Interior renovation associated with casings, baseboards, light fixtures, ceiling trim, etc.
- H. Exterior renovation such as installation or replacement of siding, roofing, masonry, etc.
- I. Installation or upgrade of plumbing and electrical wiring
- J. Installation or upgrade of phone or closed circuit television systems, networks, fiber optic cable, wiring required in the installation of equipment (that will remain in the building)
- K. Other costs associated with the above improvements

Note: For a replacement to be capitalized, it must be a part of a major repair or rehabilitation project that increases the value, and/or useful life of the building. For example, renovation of the County Courthouse is included. A replacement may also be capitalized if the new item/part is of significantly improved quality and higher value compared to the old item/part, such as a replacement of an old shingle roof with a new fireproof tile roof. Replacement or restoration to the original utility level would not be capitalized. Determinations must be made on a case by case basis. County offices and departments should contact the County Auditor's Office prior to encumbering funds if there is uncertainty regarding proper capitalization using a comprehensive basis of accounting consistent with state law.

(4) MAINTENANCE EXPENSE (after completed construction)

The following are examples of expenditures that are not capitalized as improvements to buildings. Instead, these items should be recorded as maintenance expense.

- A. Adding, removing and/or moving of walls relating to renovation projects that are not considered major rehabilitation projects and do not increase the value of the building
- B. Improvement projects of minimal or no added life expectancy and/or value to the building
- C. Plumbing or electrical repairs
- D. Cleaning, pest extermination, or other periodic maintenance
- E. Interior decoration, such as draperies, blinds, curtain rods, wallpaper
- F. Exterior decoration, such as detachable awnings, uncovered porches, decorative fences, etc.
- G. Maintenance-type interior renovation, such as repainting, touch-up plastering, replacement of carpet, tile, or panel sections; sink and fixture refinishing, etc.
- H. Maintenance-type exterior renovation such as repainting, replacement of deteriorated siding, roof, or masonry sections
- I. Replacement of a part or component of a building with a new part of the same type and performance capabilities, such as replacement of an old boiler with a new one of the same type and performance capabilities
- J. Any other maintenance-related expenditure which does not increase the value of the building

§ 27.502 Jointly Funded Machinery, Equipment, and Other Assets

Machinery, equipment and other assets paid for jointly by the County and other governmental entities should be capitalized by the entity responsible for future maintenance. The county offices and departments responsible for future maintenance must provide the County Auditor and Purchasing Agent with all information required to allow the asset to be recorded and depreciated in conformity with a comprehensive basis of accounting consistent with state law. County offices and departments should consult in advance with the County Auditor when the County will pay for both partial ownership and partial maintenance of a capital asset. The County Auditor will determine the required accounting procedures.

§ Section 31.022 Withdrawal of Fund Surplus

- (a) If such a declaration is, in the opinion of the Travis County Auditor, in accordance with a comprehensive basis of accounting consistent with state law, the Commissioners Court may declare any amount of money in the Fund that, in the opinion of a Professional Actuary, is in excess of the amount required to maintain the Fund on an actuarial sound basis for the period of time and for the risks of loss for which it is then funded to be a "Fund Surplus".
- (b) Any declared Fund Surplus may only be withdrawn from the Fund once during any annual period. Any withdrawal must be made within ninety days after the end of the County's fiscal year.

§ Section 1.5 of Chapter 33 Fixed Asset Definition and Fixed Asset Types

For purposes of this document, fixed assets that are capitalized (capital assets) by Travis County in accordance with a comprehensive basis of accounting consistent with state law are defined in the Capital Asset Guide. Capital assets include the following broad categories of items:

- Land and land improvements;
- Building and building improvements;
- Improvements other than buildings;
- Infrastructure;
- Machinery, equipment and other assets;
- Leasehold improvements; and
- Construction in progress

Detailed rules concerning the accounting and reporting of capital assets can be found in the Capital Asset Guide developed by the Auditor's Office and other user departments to implement GASB 34.

In addition to capital assets, Travis County also monitors and reports assets classified as "controlled assets". Controlled assets are items that need to be inventoried and tracked because of liability, insurance, licensing or other factors that do not meet the definition of a fixed asset and are not capitalized because they are below the \$5,000 capitalization threshold. Examples of the types of items that are tracked centrally in the Travis County H.T.E. fixed asset system include:

- Personal Computers
- Printers
- Televisions/VCRs
- Mobile, two way radios
- Weapons
- Cameras/Digital Cameras

The Purchasing Office shall work with user departments to determine which items need to be included in such an inventory. The elected/appointed official or department head shall remain responsible for accounting for these items. The Purchasing Office provides a listing for the department for inventory verification of controllable assets.

Travis County tags other assets such as office furniture (desks, chairs, small shredders, bookcases, credenzas, etc.) with a black "property of Travis County" tag, but does not bar code and enter these into inventory.

Travis County does not monitor and include items that are classified as "expendable supplies" in its inventory. Types of items that are considered as expendable supplies include: office supplies such as forms, pens, pencils, etc.; office items such as wastebaskets, staplers, stamps, pocket calculators, etc.; automotive spares such as tires, batteries, spare parts, and fuel; building maintenance items such as paint, bulbs, lamps, plumbing and electrical supplies, lumber, nails, etc.; data processing supplies such as tapes, diskettes, ribbons, cables, etc.; uniforms such as shoes, boots, hats, badges, etc.; hand tools such as hammers, wrenches, saws, small electric power tools etc.; recreation equipment such as balls, bats and small games; kitchen utensils such as pots, pans, trays and dishes; and health aid items such as those found in first aid kits.

§ Section 69.002 Audit Required

- (a) Each emergency services district in Travis County shall prepare and file an audit report of the district's fiscal accounts and records with the Travis County commissioners court on or before June 1 of each year. The audit shall be performed and the report shall be prepared at the expense of the district.
- (b) The person who performs the audit and issues the report must be an independent certified public accountant or firm of certified public accountants licensed in this state, unless the Travis County commissioners court by order requires the audit to be performed by the county auditor at least 120 days before the end of the district's fiscal year.
- (c) The audit must be performed in accordance with Generally Accepted Auditing Standards (GAAS) and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States. The financial statements must include Basic Financial Statements with required note disclosures and must be prepared in accordance with a comprehensive basis of accounting consistent with state law. The financial statements can be prepared in accordance with Generally Accepted Accounting Principles (GAAP) to the extent that GAAP does not conflict with State laws or the State constitution.

ORDER INTERPRETING
SECTION 23.050 QUARTERLY PERFORMANCE ANALYSIS AND REPORTING
CHAPTER 23, INVESTMENT POLICY AND PROCEDURES MANUAL

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Section 23.050 of Chapter 23 of the Travis County Code states that “The Investment Manager and the Assistant Investment Manager(s) must prepare, provide, and sign a quarterly summary report, prepared in compliance with Generally Accepted Accounting Principles for each fund group...”

An issue has been raised about the meaning of these words as a result of the enactment of Texas Government Code section 2264.051 related to the standards for governmental accounting systems in Texas.

Now, therefore, the Commissioners Court orders that the reference to “Generally Accepted Accounting Principles” in Section 23.050 of Chapter 23 of the Travis County Code relates only to internal reporting of investments by the investment manager as required under Texas Government Code 2256.023 and does not apply to annual financial statements and other external reports for Travis County as a whole.

Date of Order: _____

TRAVIS COUNTY COMMISSIONERS COURT

Samuel T. Biscoe, County Judge

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Gerald Daugherty
Commissioner, Precinct 3

Margaret Gómez
Commissioner, Precinct 4



Agenda Item No. 25

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Work Session _____

Voting Session: August 19, 2008

- I. A. Request made by: **Dana DeBeauvoir, County Clerk**
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested Text:

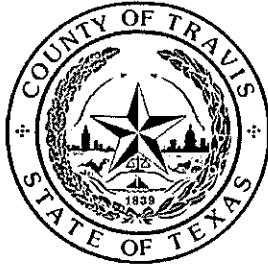
Discuss and consider a request for additional resources for the November 4, 2008 Presidential Election including the need for additional temporary personnel and election equipment.

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).
SEE ATTACHED
- 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:

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 12:00 on Tuesday for the next week's meeting.

RECEIVED
COUNTY JUDGE'S OFFICE
08 AUG 14 AM 9:55



DANA DeBEAUVOIR
Travis County Clerk

Elections Division
P. O. Box 149325, Austin, TX 78714-9325
5501 Airport Boulevard, Austin, Texas 78751-1410
512-854-4996 (voice); 512-854-9075 (fax)
www.traviscountyelections.org

August 12, 2008

TO: Commissioners Court
FROM: Dana DeBeauvoir
RE: Request for Funds to Purchase Additional eSlate Equipment and Provide
Additional Temporary Employees for the November 2008 Election

Due to the high level of interest and enthusiasm in the 2008 November Presidential Election, we are requesting additional personnel and equipment to operate two large-scale early voting locations we are calling "megasites." The goal of these megasites will be to provide voters with greater convenience and reduce the strain on our other early voting sites.

We Need to Prepare for a Controlled Avalanche

We are expecting phenomenal election participation in November. While this makes us giddy with excitement, we want to make certain we have the logistical ability to manage this enormous crowd of voters as efficiently as possible. We are estimating a voter turnout of 80% - almost twice what we experienced in the 2008 March Primary Election. Considering we have approximately 555,000 registered voters, we will need to be able to accommodate 444,000 voters during early voting and Election Day. Since we have a greater ability to handle a large increase of voters during Early Voting, we are planning to make a large public push to encourage people to vote early. If we are successful, we estimate 60% or 266,400 people will place their votes before Election Day.

Why Megasites?

While much of our Early Voting program is centered on providing locations that are located all over the County in convenient locations, the megasites will provide locations that are simply designed to handle volume. We plan to have one location located Northeast and another location located in Southwest Travis County as close as possible to a convergence of large roadways. Fortunately, we will be able to use the old Chair King store on Airport Blvd. for the Northeast location (easily accessible from IH35, FM2222, and Hwy 183). We are currently searching for a Southwest location (easily accessible from Mopac, Hwy 290, and Loop 360). Depending on final details, we hope to have 40 to 50 eSlates in each of these locations.

Equipment Needs

We estimate that we will need approximately 85 eSlates and 10 JBCs to operate these two sites. We have used our Election Contract Administration Fund to purchase 50 eSlates and 4

JBCs for the megasite projects. We are asking the Court to provide funds to help us purchase 35 eSlates and 6 JBC units to complete a complement for the megasites.

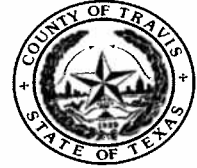
This Request Will Not Eliminate Lines

Due to fiscal restraints, we are making a relatively minimal request for additional resources. While these megasites will help us meet our basic goals, it will not make this a perfect situation. In other words, we will still have lines during Early Voting and on Election Day, but we believe the waiting times will be an inconvenience and not obstruction to people's right to vote.

Estimated Costs

The cost for the additional election equipment is \$102,000. The estimated cost for personnel for these locations is \$58,000. The cost for the additional personnel will need to come from our 2009 budget, and we are willing to work with Planning and Budget to request an amendment for these funds at a later date. However, the equipment must be purchased immediately and the funds will need to come from the 2008 budget.

Thank you for considering this request.



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Randy Lott, Planning and Budget Analyst

A handwritten signature in black ink, appearing to read "Randy Lott", is written over the name in the "FROM:" field.

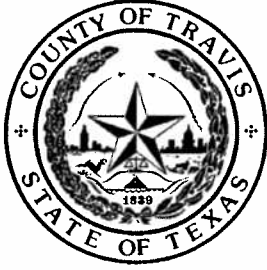
DATE: August 14, 2008

RE: Request for Funds to Purchase Additional eSlate Equipment and Provide Additional Temporary Employees for the November 2008 Election

The County Clerk is requesting Commissioners Court approval for \$160,000 to fund additional personnel (\$58,000 required for FY 09) and equipment (\$102,000 required for FY 08) to operate two large-scale early voting locations, called "megasites." The purpose of the Megasites is to provide voters with greater convenience and reduce the strain on other Travis County early voting sites. The County Clerk states that they are unable to fund these costs internally. These additional requirements were not part of either the department's FY 08 or FY 09 budget submissions.

If the Commissioners Court decides to go forward with the County Clerk's request, PBO would recommend General Fund Allocated Reserves as the source of funding for the FY 08 requested equipment (\$102,000). For the FY 09 Preliminary Budget, PBO recommended an Earmark on Allocated Reserves of \$158,125 for Fail Safe Voting Requirements related to the November election. The County Clerk's Office has informed PBO that their current Fail Safe planning conditions allow for the department to decrease that earmark. PBO would recommend these savings be used as the funding source for the FY 09 additional personnel (\$58,000).

cc: The Honorable Dana DeBeauvoir, County Clerk
Susan Bell, County Clerk's Office
Leroy Nellis, Rodney Rhoades, PBO



DANA DeBEAUVOIR
Travis County Clerk

Elections Division
P. O. Box 149325, Austin, TX 78714-9325
5501 Airport Boulevard, Austin, Texas 78751-1410
512-854-4996 (voice); 512-854-9075 (fax)
www.traviscountyelections.org

August 12, 2008

TO: Commissioners Court
FROM: Dana DeBeauvoir
RE: Request for Funds to Purchase Additional eSlate Equipment and Provide Additional Temporary Employees for the November 2008 Election

Due to the high level of interest and enthusiasm in the 2008 November Presidential Election, we are requesting additional personnel and equipment to operate two large-scale early voting locations we are calling "megasites." The goal of these megasites will be to provide voters with greater convenience and reduce the strain on our other early voting sites.

We Need to Prepare for a Controlled Avalanche

We are expecting phenomenal election participation in November. While this makes us giddy with excitement, we want to make certain we have the logistical ability to manage this enormous crowd of voters as efficiently as possible. We are estimating a voter turnout of 80% - almost twice what we experienced in the 2008 March Primary Election. Considering we have approximately 555,000 registered voters, we will need to be able to accommodate 444,000 voters during early voting and Election Day. Since we have a greater ability to handle a large increase of voters during Early Voting, we are planning to make a large public push to encourage people to vote early. If we are successful, we estimate 60% or 266,400 people will place their votes before Election Day.

Why Megasites?

While much of our Early Voting program is centered on providing locations that are located all over the County in convenient locations, the megasites will provide locations that are simply designed to handle volume. We plan to have one location located Northeast and another location located in Southwest Travis County as close as possible to a convergence of large roadways. Fortunately, we will be able to use the old Chair King store on Airport Blvd. for the Northeast location (easily accessible from IH35, FM2222, and Hwy 183). We are currently searching for a Southwest location (easily accessible from Mopac, Hwy 290, and Loop 360). Depending on final details, we hope to have 40 to 50 eSlates in each of these locations.

Equipment Needs

We estimate that we will need approximately 85 eSlates and 10 JBCs to operate these two sites. We have used our Election Contract Administration Fund to purchase 50 eSlates and 4

JBCs for the megasite projects. We are asking the Court to provide funds to help us purchase 35 eSlates and 6 JBC units to complete a complement for the megasites.

This Request Will Not Eliminate Lines

Due to fiscal restraints, we are making a relatively minimal request for additional resources. While these megasites will help us meet our basic goals, it will not make this a perfect situation. In other words, we will still have lines during Early Voting and on Election Day, but we believe the waiting times will be an inconvenience and not obstruction to people's right to vote.

Estimated Costs

The cost for the additional election equipment is \$102,000. The estimated cost for personnel for these locations is \$58,000. The cost for the additional personnel will need to come from our 2009 budget, and we are willing to work with Planning and Budget to request an amendment for these funds at a later date. However, the equipment must be purchased immediately and the funds will need to come from the 2008 budget.

Thank you for considering this request.

TRAVIS COUNTY COMMISSIONERS COURT

AGENDA REQUEST

RECEIVED
COUNTY JUDGE'S OFFICE

26 ✓

Voting Session: August 19, 2008
(Date)

08 AUG 12 AM 11:18
Work Session (Date)

STACY E. WILSON, ASST. COUNTY ATTY 854-6654

I. A. Request made by: PATRICIA A. YOUNG BROWN Phone #: 978-8155
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: RECEIVE AND DISCUSS THE PROPOSED BUDGET OF THE TRAVIS COUNTY HEALTHCARE DISTRICT FOR FISCAL YEAR 2009 AND THE ASSOCIATED TAX RATE.

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:

Rodney Rhoades, PBO Executive Manager, 854-9106
Sherri Fleming, HHSD Executive Manager, 854-4100
Susan Spataro, County Auditor, 854-9125

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.

#26



Memo:

To: Travis County Commissioners Court

From: Patricia A. Young Brown, President/CEO
Travis County Healthcare District

Date: August 15, 2008

Re: Travis County Commissioners Court - Tuesday August 19, 2008
Back -Up for Agenda Item #26: Receive and take appropriate
action regarding proposed budget of the Travis County Healthcare
District for Fiscal Year 2009.

Attached please find the Travis County Healthcare District's Preliminary Fiscal Year 2009 Budget and associated Tax Rate approved by the Travis County Healthcare District Board of Managers on August 14, 2008. The attachment includes:

1. Fiscal Year 2009 Preliminary Budget Revenue and Expense Summary (Page 1)
2. Fiscal Year 2009 Line Item Expense Detail (Pages 2-4)
3. Fiscal Year 2009 Service Expansion Detail (Page 5)
4. Fiscal Year 2009 Reserve Schedule (Page 6)

We plan to make a brief power point presentation of the submitted materials at the meeting, a copy of which is attached.

We look forward to talking with you regarding the District's proposed budget.

RECEIVED
COUNTY JUDGE'S OFFICE
08 AUG 15 AM 11:53

**Travis County Healthcare District
 FY 2008 Budget and FY 2009
 Proposed Budget
 Revenue and Expense Summary**

DRAFT 5
8/15/2008

DESCRIPTION	FY 2008 BUDGET	FY 2009 PROPOSED BUDGET
TAX RATE	0.0693	0.0679
REVENUE		6%
Property Taxes	58,452,387	63,597,727
Seton Lease-Base	1,096,656	1,096,656
Seton Lease-Additional based on DSH/UPL	18,754,886	17,488,953
Interest	3,492,055	2,463,415
Tobacco Litigation Settlement	2,500,000	2,970,000
University of Texas Medical Branch Contract	58,740	58,740
Transfers In	-	-
Tranfers In - from reserves	5,355,423	7,513,315
Total Revenue	89,710,147	95,188,806
EXPENSE		
Personnel Expenses	1,804,840	5,038,163
Operating Expenses	4,097,589	7,915,469
Tax Collection	715,929	753,471
Health Care Delivery	83,091,789	81,481,703
Contribution to Reserves	-	-
Net Income applied to Reserves	-	-
Total Expenses	89,710,147	95,188,806
RESERVES		
Capital	6,662,095	-
Allocated Reserve	3,540,982	23,099,809
Unallocated Reserve	43,000,000	47,000,000
Total Reserves	53,203,077	70,099,809
CAPITAL BUDGET		
Land	-	2,061,673
Building	-	16,750,000
Equipment & Information Systems	900,000	2,637,760
Total Capital	900,000	21,449,433

**Travis County Healthcare District
FY 2008 Budget and FY 2009 Proposed Budget
Expense**

DRAFT 5
8/15/2008

ACCOUNT	DESCRIPTION	FY 2008 BUDGET		FY 2009 PROPOSED BUDGET	
05.01	Salaries - Regular Salaries-Appointed Official	204,115		-	
07.01	Salaries - Regular Salaries-Perm EE	950,664		3,861,840	
07.01	Convert sick leave to PTO				
07.91	Salaries - Salary Savings	-			
08.01	Salaries - Temp Employees			-	
08.01	Salaries - Transition Support	219,365		-	
20.02	Benefits - FICA Tax-OASDI	74,457		295,530	
20.03	Benefits - Hospitalization	109,297		301,224	
20.04	Benefits - Life Insurance	1,336		1,500	
20.05	Benefits - Retirement Contribution 401a	135,779		278,053	
20.05	Benefits - Def Comp 457			23,171	
20.06	Benefits - Worker's Compensation	7,364		23,171	
20.07	Benefits - FICA Tax-Medicare	19,606		-	
20.08	Benefits - Dental	2,652		11,586	
20.09	Benefits - LTD	9,385		34,757	
20.10	Benefits - Other	2,843		11,586	
20.10	Benefits - Child Care			4,800	
20.10	Benefits - Wellness			15,750	
25.00	PTO			162,195	
27.10	Benefits-Unemployment			13,000	
	Allowance for merit/market adjustments	67,977			
07.20	Personnel allocated from Travis County	-		-	
	Total Personnel Expenses	1,804,840	2.01%	5,038,163	5.29%
	Operating Expenses				
05.20	Salaries - Administrator's Car Allowance	5,000		5,000	
6.51	General Maintenance			22,504	
30.01	Supplies - Supplies, Equip & Furniture	30,000		89,039	
30.02	Supplies - Software	4,000		24,134	
30.03	Supplies-Hardware			-	
30.04	Supplies-Computer Hardware			51,170	
30.05	Supplies-Minor tools, office furniture			28,873	
30.13	Supplies - Educ/Comm Equip & Supp	1,000			
30.16	Supplies - Meetings & Refreshments	3,000		1,398	
40.05	Professional Svc - Auditing	29,000		36,750	
40.06	Professional Svc - Accounting	4,000		37,030	
40.07	Professional Svc - Consulting	223,000		646,284	
40.07	Professional Svc - Consulting - Transition	670,000		-	
40.08	Professional Svc - Data - IT Support			1,851,195	
40.09	Bank Fees			3,300	
40.12	Professional Svc - Legal	260,313		763,880	
40.12	Professional Svc - Legal - Transition	200,000		-	
40.99	Professional Svc - Other Professional Services	25,000		90,054	
41.02	Communication - Postage/Freight	2,000		17,162	
41.05	Communications - Signs	5,000		11,500	
41.06	Cellular Phone	900		2,043	
42.02	Routine Travel - Auto Mileage-Employees	500		6,288	
42.06	Contracted Transportation	1,200		55,120	
42.07	Routine Travel - Travel, Meals & Lodging	6,000			
42.09	Business Meetings & Meals	3,600		4,000	
44.01	Insurance - General Insurance Premium	22,600		17,160	
48.02	Public Utility Svcs - Telephone Lines	15,000		18,523	
48.03	Telephone- long distance			6,000	
48.04	Water			12,000	
48.05	Waste Disposal			18,000	
48.06	Gas			2,387	
60.08	OPS-Contracted Employees	262,500		51,000	
60.22	OPS - Notary Fees	125			
60.23	Purchased Postage (communications)	86,500		-	
60.27	Printing			131,602	
60.28	Purchased Printing (communications)	26,500		-	
60.29	OPS - Advertising/Public Notice	20,000			
60.29	Advertising (includes \$25,000 public notice)			103,000	

**Travis County Healthcare District
FY 2008 Budget and FY 2009 Proposed Budget
Expense**

**DRAFT 5
8/15/2008**

ACCOUNT	DESCRIPTION	FY 2008 BUDGET		FY 2009 PROPOSED BUDGET	
60.37	OPS-Retirement fees	12,000		11,964	
60.40	OPS - Reimbursed Services - Travis County	61,106		63,755	
60.50	OPS-CAN	25,000		20,000	
60.50	Custodial			48,109	
60.52	Security			35,980	
60.53	Records storage			15,701	
60.60	OPS-Computer Support (Not COA)	5,500		-	
60.99	OPS - Other [includes computer suppor-COA]	33,151		-	
61.03	Rent - Office Equipment	5,707		44,392	
61.04	Rents & Leases (property)			57,878	
64.05	Employee Training - Employee Relocation Exp	5,000		5,000	
65.01	Prof Dev - Subscriptions & Publications	5,000		15,583	
65.02	Prof Dev-Professional Memberships	1,200		8,026	
65.03	Prof Dev-Travel Meals & Lodging			15,617	
65.04	Prof Dev - Training & Seminars	15,000		56,215	
65.05	Prof Dev-Professional Licenses	500		1,705	
75.21	Misc - Legislative Services	130,000		100,000	
75.22	Misc - Employment Recruiting	4,000		6,512	
84.01	Depreciation	1,887,687	2.10%	2,302,636	
98.92	Reserve for property insurance, utilities, infrastructure			1,000,000	
				-	0.00%
	Subtotal Operating Expense	4,097,589	4.57%	7,915,469	8.32%
	Tax Collection				
60.03	OPS - Appraisal District Svcs	332,080	0.37%	369,622	0.39%
60.04	OPS - Tax Collector	383,849	0.43%	383,849	0.40%
	Subtotal Tax Collection Expense	715,929	0.80%	753,471	0.79%
	Health Care Delivery				
61.05	Rental equipment(MAP)			2,917	0.00%
62.74	Cardinal (340h medications)(MAP)			280,679	0.29%
62.75	Mediview (Primary & Specialty network care)			244,844	0.26%
62.76	Transportation(MAP, non emergency & EMS) move from CHC			400,000	0.42%
62.77	Other Medical (MAP)			58,334	0.06%
62.78	Dental Services (MAP)			240,469	0.25%
62.79	ICC Medicaid(MAP)			144,000	0.15%
62.80	Childrens Optimal Health			35,000	0.04%
62.81	Continuity Clinic			429,000	0.45%
62.82	Other Primary Care (El Buen)			163,728	0.17%
62.83	Medicaid Payments (Physician)	6,257,386	6.98%	6,351,246	6.67%
62.84	Medicaid Payments (MAP)	25,789,133	28.75%	21,167,361	22.24%
62.85	OAC-Mediview	707,422	0.79%	601,017	0.63%
62.86	OAC-Specialty Care	86,400	0.10%	20,488	0.02%
62.87	Seton Brack Pharmacy	159,628	0.18%	119,108	0.13%
62.89	Austin Cancer Centers/Orthotics	172,928	0.19%	160,754	0.17%
62.89	Outside Agency Contracts - Seton Urgent Care	-	0.00%	-	0.00%
62.90	Outside Agency Contracts - City of Austin-CHCs & MAP	27,267,574	30.40%	30,474,514	32.01%
62.90	Outside Agency Contracts -CHCs after Transition				0.00%
62.91	Outside Agency Contracts - Seton Hospital	4,010,891	4.47%	4,067,304	4.27%
62.92	Outside Agency Contracts - UTMB	3,877,048	4.32%	3,900,000	4.10%
62.93	Outside Agency Contracts - People's Comm Clinic	590,990	0.66%	700,000	0.74%
62.94	Outside Agency Contracts - Women's Services	450,000	0.50%	450,000	0.47%
62.95	Outside Agency Contracts - Other (Project Access)	300,000	0.33%	300,000	0.32%
62.96	Outside Agency Contracts - ICC	500,000	0.56%	522,275	0.55%
62.97	Outside Agency Contracts - Walgreens	1,521,498	1.70%	1,224,866	1.29%
62.98	Outside Agency Contracts - Seton MAP		0.00%	-	0.00%
62.98	Outside Agency Contracts - Seton SSI		0.00%	-	0.00%
62.99	Outside Agency Contracts - Seton Mental Health	2,339,971	2.61%	5,224,701	5.49%
98.50	Service Expansion Funds	9,060,922	10.10%	4,199,098	4.41%
	Subtotal Healthcare Delivery	83,091,789	92.62%	81,481,703	85.60%

**Travis County Healthcare District
FY 2008 Budget and FY 2009 Proposed Budget
Expense**

DRAFT 5
8/15/2008

ACCOUNT	DESCRIPTION	FY 2008 BUDGET		FY 2009 PROPOSED BUDGET	
	Tobacco Settlement				
72.00	Tobacco Settlement Received-payable to Travis County	543,000	0.61%	594,000	0.62%
72.20	Tobacco Settlement Paid to Travis County	(543,000)		(594,000)	
72.10	Tobacco Settlement Received-payable to Seton	1,625,000	1.81%	1,836,000	1.93%
72.30	Tobacco Settlement Paid to Seton	(1,625,000)		(1,836,000)	
	Subtotal Tobacco Settlement	-	0.00%	-	0.00%
	Disproportionate Share Program				
71.00	Disproportionate Share/Upper Payment Limit IGT sent	35,609,693		45,872,733	
71.20	Disproportionate Share/Upper Payment Limit IGT sent	(35,609,693)		(45,872,733)	
71.10	Disproportionate Share Received payable to Seton	10,858,685		8,901,241	
71.30	Disproportionate Share Paid - Seton	(10,858,685)		(8,901,241)	
	Subtotal	-		-	
	TOTAL EXPENSE	89,710,147	100.00%	95,188,807	100.00%
	Tax Collection Expense	(715,929)		(753,471)	
	TOTAL EXPENSE LESS PASS THROUGH & TAX COLLECTION	88,994,218		94,435,336	
	Reserves				
98.60	Capital Reserve	6,662,095		-	
98.91	Allocated Reserve	3,540,982		24,210,185	
98.98	Unallocated Reserve	43,000,000		47,000,000	
	Total	53,203,077		71,210,185	

**Travis County Healthcare District
FY 2008 Budget & FY 2009 Proposed Budget
Service Expansion Funds**

Service Expansion	FY 2008 Budget	FY 2009 Budget	Strategic Initiative	Prior Year Expansion now in FY09 Base
Psychiatric Emergency Room Services Expansion	500,000		MH01	
Mental Health IP Services			MH01	584,730
Primary Care/MAP Population (additional 4% increase over base budget~478 enrollees, base budget is an 11.6% increase from FY07)	500,000		MAP01	
One Time Capacity Expansion	4,000,000	500,000	PC03,SDS02, SDS03,RGN03	
Multishare regional health plan		1,500,000	RGN03	
Multishare subsidy for three share		250,000	RGN03	
Graduate Medical Education		50,000	SDS04a	
Specialty Care:				
Eye Screening				
Dermatology	120,000		SC03	
Ophthalmology	70,800		SC03	
Gastroenterology	240,000		SC03	
Continuity Clinic	224,640		SC03	429,000
Specialty Care Network	188,000		SC03	
Specialty Care Expansion	500,000	500,000	SC03	
Mediview specialty care expansion		150,000	SC03	244,844
Additional expense for MAP or specialty care Program Evaluation(MAP ER Co-Pay, E-Merge, HMO feasibility study, UT Regional Healthcare Planning)	300,000	75,000	MAP01, SC03	
Childrens Optimal Health			RGN03	35,000
ICC Increase			PC03	22,275
Eligibility Expansion		326,000	SDS04	
Primary Care Expansion-El Buen (800 visits @\$117/visit)	93,600		MAP01	163,728
Primary Care Expansion (Seton CHC, LCoC, Rediclinic)	500,000	250,000	MAP01	
Peoples				109,010
CHCs:				
After Hours/Expanded Access:				
NE Region-9 months	448,895		PC01	527,459
NE Region-annualized reserve	149,632			
Central Region-6 months	159,576		PC01	317,389
Central Region-annualized reserve	159,576			
Pflugerville Region	-		PC01	
Southern Region	-		PC01	
Healthcare for the Homeless:				
Homeless-annualized reserve	396,811		PC02	255,111
Homeless-annualized reserve	198,406			
Community Affiliation (Wellness)				187,636
Family/Child Wellness	110,908		PC02	
Referral Coordinators	200,079		SC03	200,079
RN Split - withdrawn by CHCs	-			
Urgent Care Clinic Lease Red River		98,098	PC01	
Urgent Care Operations-Red River (in CHC budget)			PC01	1,345,196
Total	9,060,922	4,199,098		4,421,457

in CHC 2009 budget

**Travis County Healthcare District
FY 2009
Proposed Budget**

**DRAFT 5
8/15/2008**

Risk factors/needs for Reserves:	FY 2008 Reserve Balance	FY 2009 Proposed Budget Reserve Balance
Capital Reserve	6,662,095	-
Designated uses:		
Information systems-TCHD		
Information systems-FQHCs		
Physical replacement/expansion of clinic sites		8,000,000
Allocated Reserves	11,401,962	
Reserves for CHC transition-Temporary Staffing & Purchased Services FY08	1,400,000	
Reserves for CHC transition-Temporary Staffing & Purchased Services FY09	1,400,000	350,000
Reserve for permanent overhead increase related to CHC/MAP transitions	1,000,000	450,000
Reserves for leave balances -transition employees	1,800,000	1,200,000
Reserves for interim staffing/gap coverage/insurance	1,000,000	
Reserves for Medical Assistance Program redesign	2,000,000	1,000,000
Reserves for Mental Health Initiatives	2,100,000	400,000
Reserves for Specialty Care Initiatives	750,000	
Reserves for reduction in DSH/UPL	9,048,500	8,849,809
Emergency reserve - 3% of budgeted expense	4,750,000	2,850,000
Unallocated Reserves @ 150 days	47,000,000	47,000,000
Total	90,312,557	70,099,809
		70,099,809

Reserves are used:

Operations:	
Leave Balances-transitioning employees (1/3)	600,000
Reserves for CHC transition-Temporary Staffing & Purchased Services FY08	1,400,000
Reserves for interim staffing/gap coverage/insurance	700,000
Permanent overhead increase	1,000,000
Mental Health Savings compared to Budget 2008, re-budgeted in 2009	1,300,000
Service expansions -Multishare regional health plan	1,500,000
Service expansions -Multishare subsidy for three share	250,000
Service expansions -One time capacity expansion	500,000
Service expansions -Specialty care expansions	263,315
Subtotal Operations	7,513,315

Capital:	
FY08	900,000
Land & Improvements	2,061,673
IT & Other Equipment	2,637,760
Building	8,000,000
Subtotal Capital	13,599,433



Fiscal Year 2009: A Pivotal Year Preliminary Budget Presentation August 19, 2008



We would like to review with you today...

- FY09 Budget and its major programmatic components:

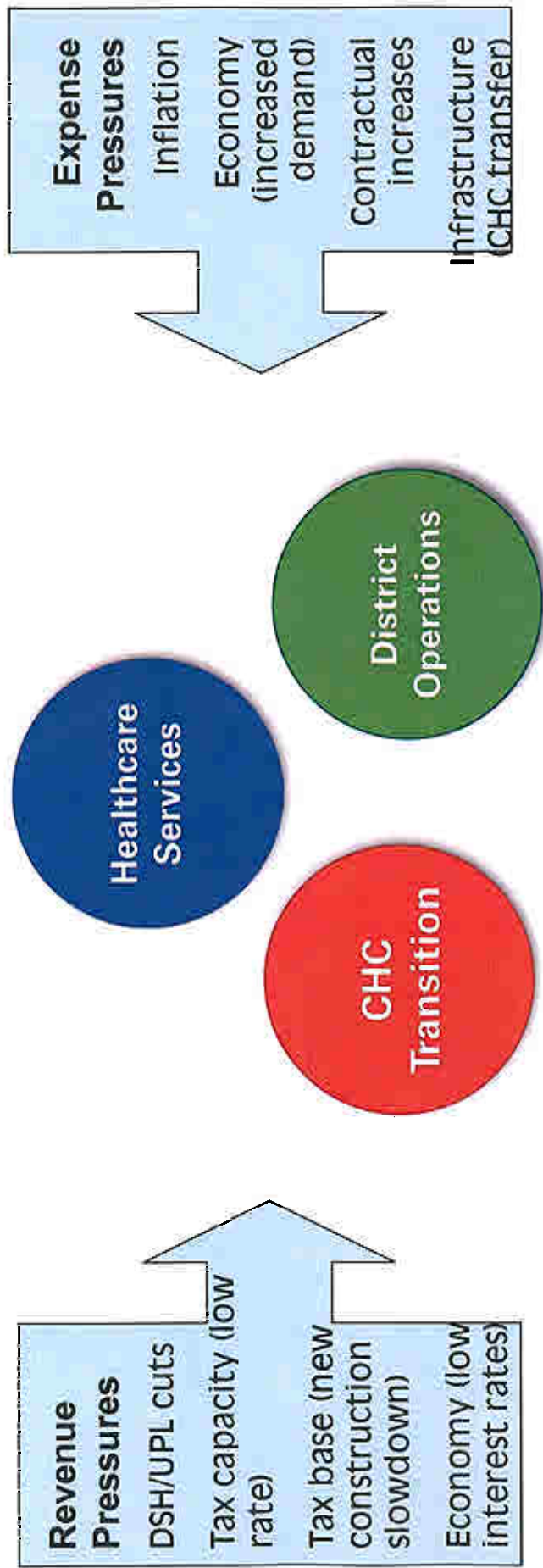


- Revenue and tax rate considerations
- Next Steps

FY 09 Strategic Priorities

- Increase access to healthcare for eligible residents
- Enhance access to and transparency of District health coverage programs regarding eligibility, benefits, network, etc.
- Strengthen CHC system network through successful transition from City department to a new non-profit organization
- Continue role as “community steward” by monitoring quality and effectiveness of purchased services
- Advance the integration of the Travis county health care safety net system
- Maximize District resources by working with regional partners on solutions to making affordable healthcare available to all residents of Central Texas
- Manage/increase/diversify district resources to maintain ability to support strategic goals

FY 2009 Budget



Expenditure increases in the FY09 budget are primarily related to:

- Increased access to primary and specialty care services
- Increased access to mental health services
- Transition costs, including associated infrastructure
- Expected annual cost increases⁴ due to inflation

FY 2009 Budget Summary

DESCRIPTION	FY 2008 FINAL BUDGET	FY 2009 PROPOSED BUDGET
TAX RATE	0.0693	0.0679
REVENUE		
Property Taxes	58,452,387	63,597,726
Other Revenue [Seton Lease (DSH/UPL), Interest, Tobacco Settlement, UTMB]	25,902,337	24,077,765
Transfers In - from reserves	5,355,423	7,513,315
Total Revenue	89,710,147	95,188,806
EXPENSE		
District Operations/Strategic Activities	6,618,358	13,707,103
Health Care Delivery	83,091,789	81,481,703
Total Expenses	89,710,147	95,188,806
RESERVES		
Capital	6,662,095	-
Allocated Reserve	3,540,982	23,099,809
Unallocated Reserve	43,000,000	47,000,000
Total Reserves	53,203,077	70,099,809
CAPITAL BUDGET		
Land		2,061,673
Building		16,750,000
Equipment & Information Systems	900,000	2,637,760
Total Capital	900,000	21,449,433

The District's 2009 budget of \$95.2 million is funded by a proposed tax rate of .0679, with use of \$7.5 million from District reserves.



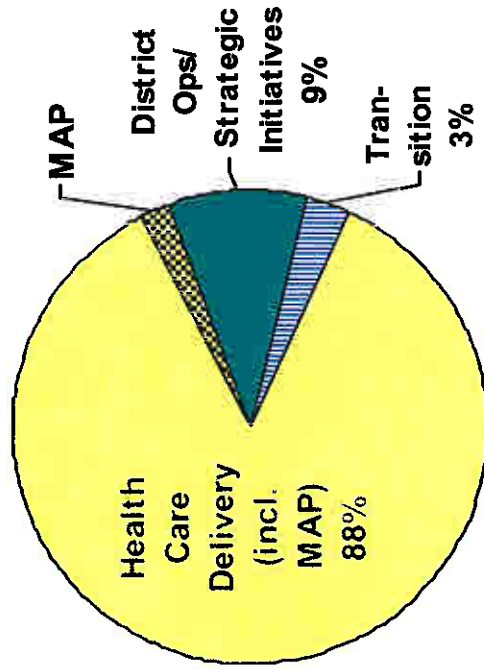


Pivotal Budget Changes

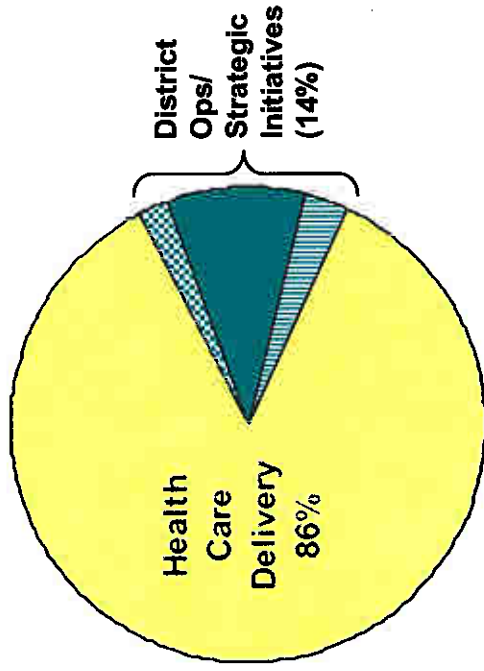
The 2009 budget:

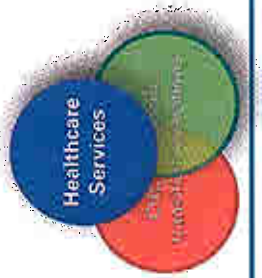
- Totals \$95.2M
- Represents a \$5.5M (6.1%) increase from the 2008 adopted budget
- Reflects a slight percentage shift between health care delivery and District operations from 2008

FY 2009 Budget
(Depiction using FY08 categories)



FY 2009 Budget





Pivotal Base Budget Changes

District Operations/Strategic Initiatives Changes

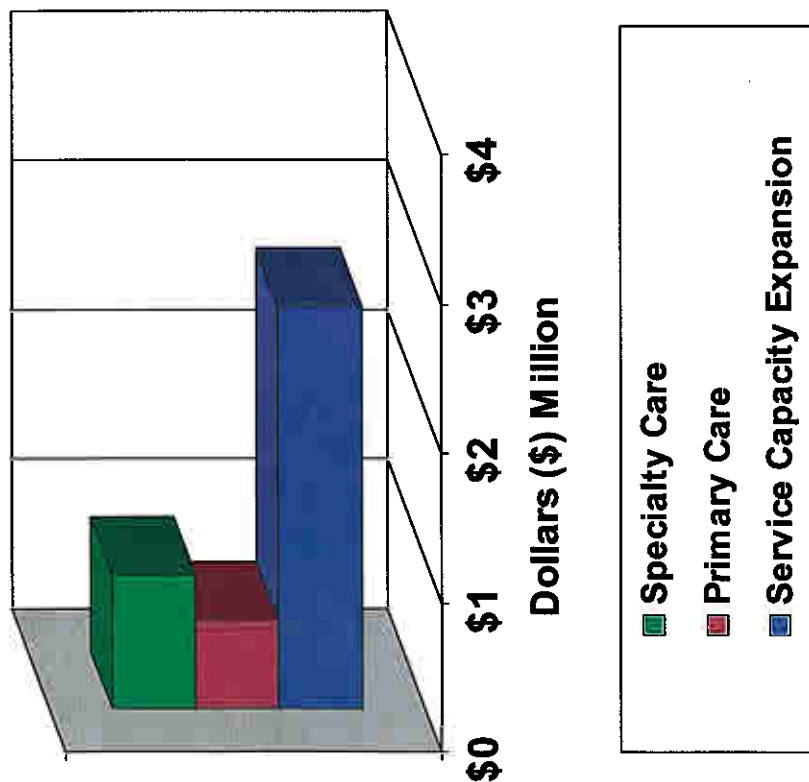
Major Components:

- MAP Program expenses (\$1.88M)
- Facilities/IT infrastructure previously provided by City (\$2.85M)
- Transition expenses (\$2.8M)
- Staff to perform additional functions (\$.99M)



FY 2009 Budget Increased Healthcare Service Levels

2009 Increased Healthcare Service Levels by Strategic Areas



To address gaps in identified needs, the budget includes \$4.2 Million in increased healthcare service levels:

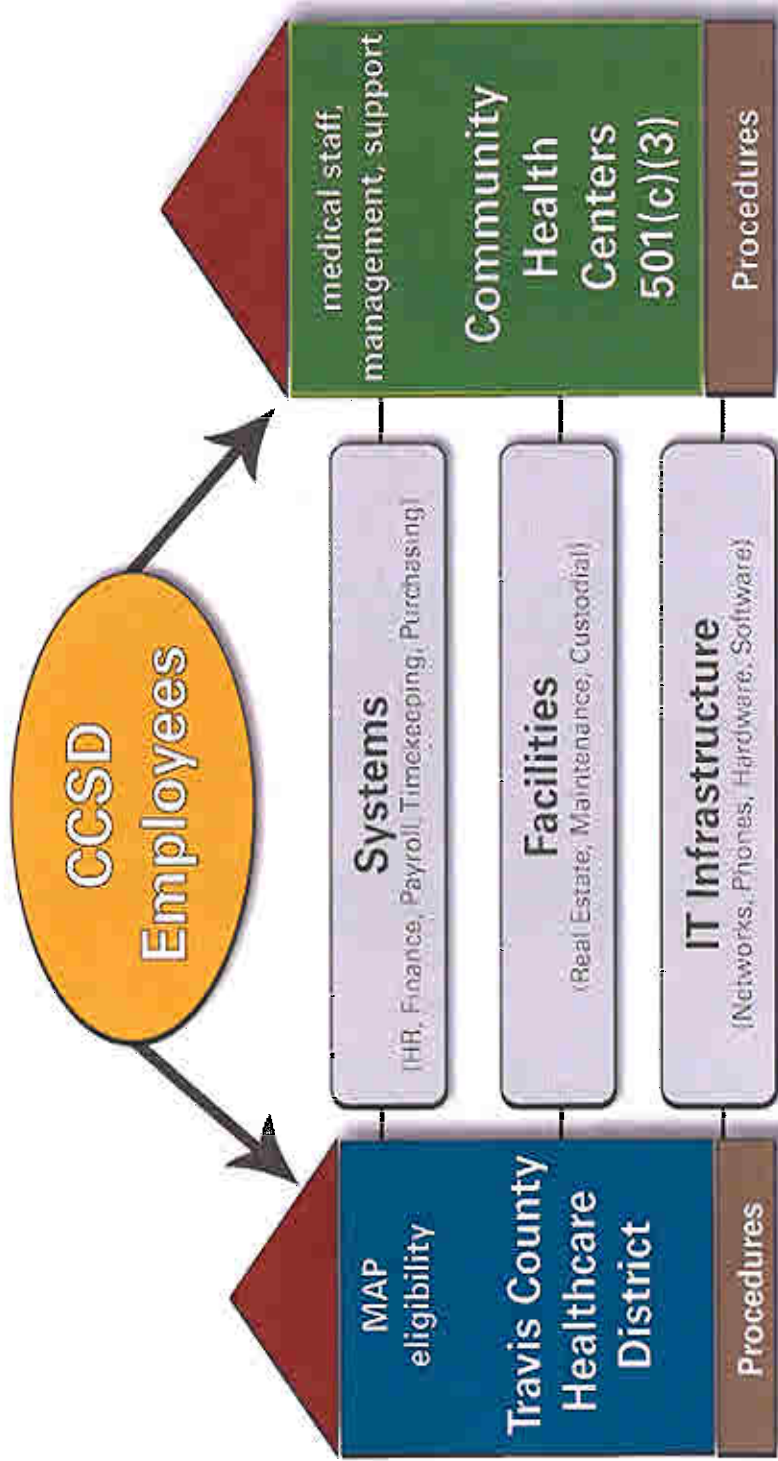
- Specialty Care (\$0.9 Million)
- Primary Care (\$0.6 Million)
- Service Capacity Expansion (\$2.7 Million)



FY 2009 CHC/MAP Transition Budget



- Included within total expenditures, the budgeted transition cost for FY09 is \$2.8 Million.



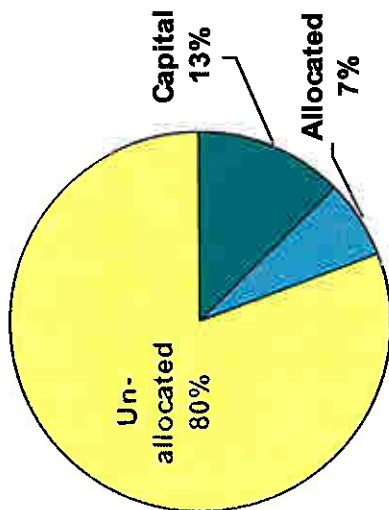
FY 2009 Capital Budget

District capital budget is \$21.45M and includes funding for:

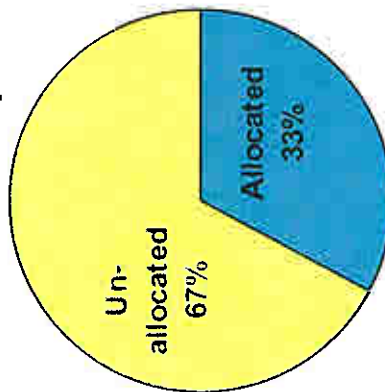
- **Information Technology (\$2.1M)**
 - **Software licenses and implementation support (\$1.2M)**
 - **IT equipment (\$.9M)**
- **Facility-related equipments/renovations (\$.5M)**
- **Land/Land Improvements (\$2.1M)**
- **Building/Building Improvements (\$16.75M)**

Prudent Reserve Policy = Long-Term Financial Health

FY08 Reserves Composition



FY09 Reserves Composition



- Unallocated or “rainy day” reserves continue to reflect 150 days cash on hand, to meet industry benchmarks in accordance with District reserve policy.
- Allocated reserves may be needed for: CHC transition, MAP redesign, mental health initiatives, reduction in DSH/UPL and unforeseen expenses.
- Capital reserves (representing accumulated depreciation) are budgeted to be expended in FY09.



District Tax Impact to the Average Homeowner

The average homestead property value with exemptions is **\$211,389.**

The effect of the FY09 proposed tax rate to the average homeowner is an increase of **\$8.47** over the FY08 tax

Travis County Healthcare District		
Tax Information	FY08 Adopted	FY09 Proposed
Total Tax Rate	\$0.0693	\$0.0679
Average Homestead Value	\$ 243,800	\$ 282,985
Value after 20% exemption	\$ 195,040	\$ 211,389
Total Tax Payment	\$ 135.16	\$ 143.63
Impact to Taxpayer		\$ 8.47



Next Steps

Budget Calendar

August:

- Preliminary Budget presented to Board for approval on August 14, 2008
- Presentation of Board-approved Preliminary Budget to Commissioners Court on August 19, 2008
- Public Hearings on August 28 and September 4, 2008

September:

- Board Adoption of Final Budget on September 11, 2008
- Commissioners Court approval of Board-adopted Final Budget and associated Tax Rate on September 16, 2008



www.traviscountyhd.org



27 ✓

Travis County Commissioners Court Agenda Request

Voting Session: August 19, 2008
(Date)

Work Session: _____

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

B. Requested Text:
Consider and take appropriate action on the following contracts:

- A. DDC Public Sub-Agency Training Agreement
- B. Colorado State Patrol Family Foundation Alive@25 DVD Lease
- C. Colorado State Patrol Family Foundation Alive@25 Website License Agreement

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:

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

RECEIVED
COUNTY JUDGE'S OFFICE
08 AUG 13 AM 10:15

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.

Travis County Commissioners' Court Agenda Request

Meeting Date: August 19, 2008

I. A. Requestor: Sheriff's Office Phone # 854-9770

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM THE TRAVIS COUNTY SHERIFF'S OFFICE TO USE FISCAL YEAR 2008 PERFORMANCE BASED PAY MONIES FOR ONE-TIME LUMP SUM PAYMENTS TO CIVILIAN, NON-SUPERVISORY EMPLOYEES WITHIN THE SHERIFF'S OFFICE.

C. Sponsor: _____
County Commissioner or County Judge

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

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

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

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



GREG HAMILTON
TRAVIS COUNTY SHERIFF

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

JAMES N. SYLVESTER
Chief Deputy

SCOTT BURROUGHS
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

August 1, 2008

MEMORANDUM

TO: Travis County Judge Sam Biscoe
Commissioner Ron Davis, Pct. 1
Commissioner Sarah Eckhardt, Pct. 2
Commissioner Gerald Daugherty, Pct. 3
Commissioner Margaret Gomez, Pct. 4

FROM: Greg Hamilton, Sheriff

SUBJECT: Two Percent Discretionary Monies for Salary Adjustments

The Sheriff's Office has a balance of \$69,200 in the two percent discretionary money for salary adjustments. I am proposing to give a one-time, \$200.00 lump sum payment to the civilian, non-supervisory, employees within the Sheriff's Office with these funds. I have been informed that the 2008 Guidelines for the allocation of the two percent money did not include lump sum payments.

I am requesting the Court's permission to allocate \$200.00 to each of the civilians that are not supervisors in the Sheriff's Office, which can be accomplished within the existing balance. I would like to have this one-time payment issued to these employees on their August 31, 2008 or September 15, 2008 pay checks; therefore, I will need the Court's authorization to process the PAF's as soon as possible. Should you have any questions or need additional information concerning this request, please do not hesitate to contact me.

GH/dr

cc: Linda Moore Smith, HRMD
Bill Derryberry, PBO
Chief Jim Sylvester
Major Mark Sawa
Debbie Rich, TCSO HR



#28



GREG HAMILTON
TRAVIS COUNTY SHERIFF

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

SCOTT BURROUGHS
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

JAMES N. SYLVESTER
Chief Deputy

FAX COVER SHEET

DATE: 8-13-08

FAX NUMBER: 854-9535

ATTN: Melissa Velasquez

AGENCY: County Judge

FROM: DEBBIE AUST
Travis County Sheriff's Office, Human Resources, Fax: 512/854-4729

This cover sheet is the first of 2 total pages. Please call 512/854-9772 if you did not receive all pages or if the quality is poor.

The information contained in the accompanying transmission is or may be protected by a Grand Jury or other confidentiality statute, or work product privileges and is confidential. This transmission is intended only for the use by the addressee or entity named above. If you are not the intended recipient, or the employee or agent responsible for the delivery of this message or it's intended recipient, you are hereby notified that any use, dissemination, or copying of this communication is strictly prohibited. No applicable privilege is waived or relinquished by the party sending the accompanying transmission. If you received this communication in error, please notify us immediately. Under certain fact, improper dissemination may be a criminal offense.

NOTES/COMMENTS:



(8/13/2008) Debbie Rich - Fwd: 2% Discretionary Monies

From: William Derryberry
To: Bill Campbell; Debbie Rich; Greg Hamilton; Mark Sawa; Michael Hemby
CC: Chris Broussard; Cynthia Lam-Roldan; Leroy Nellis; Linda Moore Smith;...
Date: 8/12/2008 1:43 PM
Subject: Fwd: 2% Discretionary Monies
Attachments: 2% Civilian Lump Sum Proposal Aug 2008.doc

After completion of an update of the Sheriff's Office End-of-Year projection for August, there are sufficient resources within the PBP line-item and overall to fund the Sheriff's \$69,200 request dated August 1, 2008. If you have any questions, please give me a call at 4-4741. Thanks, WD

>>> Debbie Rich 8/4/2008 11:53 AM >>>

The attached memorandum from Sheriff Hamilton has been placed in the Courthouse mail to each of you.

28



Human Resources Management Department

1010 Lavaca Street, 2nd Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203

SUPPLEMENTAL INFORMATION --- Agenda Item # _____

----- MEMORANDUM ---

DATE: August 19, 2008
TO: Members of the Commissioners Court
VIA: Alicia Perez, Executive Manager, Administrative Operations
FROM: Linda Moore Smith, Director, Human Resources Department
SUBJECT: 2% FY 08 Compensation Discretionary Monies for Lump Sum Payment

The Sheriff's Office has requested authorization to award a one-time lump payment to civilian employees with FY 08 2% discretionary monies.

It has been confirmed that there is no policy or law that prohibits a one-time lump sum payment. The County Attorney's Office states that the payment must "not be seen or stated to be payment for previous work done." In other words, the work for one-time payment must be performed in the same pay period the lump sum is paid. If it is for work done in the current pay period, whether because of excess work load at this time of year or exceptional performance in this pay period or as a result of market condition or whatever, it is legally allowable.

Should the Commissioners Court approve the Sheriff's request, the one-time lump sum payments would be processed in accordance to the PAF and implementation schedule. To be effective 9/1/08 with payout 9/30/08, personnel action requests would be due no later than 8/26/08 by using the action codes "Compensation Changes" and "Temporary Pay Increase".

The FY08 2% salary adjustment parameter does not include the option that allows a department to award a one-time lump sum payment to employees.

Interest has been expressed by other departments to award one-time lump sum payments. Since the current 2% implementation parameter does not provide the one-time lump sum award option, those departments did not pursue the issue and used the 2% discretionary allocation in accordance with the established FY 08 implementation parameters.

So it would appear that the repeal of the Criteria for Temporary Increases policy is not significant to the request being made by the Sheriff's Office.

Should you have questions, please contact Alicia (49342) or Linda at (49170).

Travis County Commissioners' Court Agenda Request

Meeting Date: August 19, 2008

I. A. Requestor: Sheriff's Office Phone # 854-9770

B. Specific Agenda Wording:

RECEIVE BRIEFING AND TAKE APPROPRIATE ACTION ON THE TRAVIS COUNTY SHERIFF'S OFFICE'S DRIVING DISTANCE ANALYSIS FOR TAKE HOME VEHICLES AND APPROPRIATE POLICY CHANGES.

C. Sponsor: _____
County Commissioner or County Judge

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

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

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

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

29

From: Sam Biscoe
To: Melissa Velasquez
Date: 8/5/2008 1:33 PM
Subject: Fwd: TCSO Driving distance analysis
Attachments: Driving distance analysis

This should be an agenda item.

>>> Scott Burroughs 8/5/2008 1:10 PM >>>

Judge: As requested the TCSO Research and Planning staff have completed an analysis of driving distances for county issued vehicles in the Sheriff's Office. The analysis identified distances driven between the location the vehicles are currently parked to the location of the officer's primary duty station. A comparative analysis was completed to determine the effect, if any, of parking the vehicles at the command centers and driving from the command centers to the primary duty stations.

The analysis suggests that the current practice is the most efficient deployment of the vehicles. If a policy change were implemented that required parking the vehicles at the command centers the result would be an increase of approximately one quarter of a million miles per year on the fleet. The additional mileage would equate to an increase of approximately \$78,500 in fuel costs and a loss of approximately 175,000 man hours per year (the equivalent of more than 10 FTE's) in commute time between the command centers and the primary duty stations.

I have attached a PDF copy of the analysis for your review.

Major Scott Burroughs
Law Enforcement Bureau
(512) 854-9759



TRAVIS COUNTY SHERIFF'S OFFICE
AUSTIN, TEXAS

2008 Assigned Vehicle Study

Travis County Sheriff's Office

The following is a study of Assigned Vehicles operated by the Travis County Sheriff's Office. The study involves data gathered during July 2008.

Travis County Sheriff's Office

Research, Planning and Response Section
PO Box 1748
Austin, TX 78767

Phone: 512-854-4924
Fax: 512-854-3289
www.tcsheriff.org

Study Overview

This study and analysis was undertaken in order to review the vehicle mileage for duty assigned vehicles operated by the Travis County Sheriff's Office. Employees who are assigned a vehicle were surveyed with certain data recorded for the purpose of review and analysis.

Study Parameters

Each employee who is required the care and custody of a TCSO vehicle was surveyed with the following data collected.

- o Assigned Bureau
- o Employee Name
- o Employee Rank
- o Primary Duty Assignment
- o Primary Duty Station
- o Primary Duty Sector
- o Vehicle Unit # Assigned
- o Whether the vehicle is garaged in Travis County or not
- o Distance from garaged location to primary duty station
- o If garaged out of Travis County, the distance from the garaged location to the Travis County Line

This survey data was reconciled against assigned vehicle lists maintained by TCSO Fleet management.

This survey data does not include data from individuals who are not assigned duty vehicles; employees who may intermittently drive TCSO vehicles; pool vehicles who are not assigned to an individual; or equipment that do not meet the criteria for a motor vehicle but still may be considered part of the "fleet", i.e. boats, tractors, trailers, etc.

Study:

Assignment of Duty-Vehicles

A total of 313 TCSO duty-assigned vehicles were examined as part of the study. By bureau, these vehicles are assigned as shown below.

Bureau Location	Total
Admin Support	10
Corrections	10
Training	6
Central Law Enforcement	52
East Law Enforcement	111
West Law Enforcement	104
Administration	20
Grand Total	313

By Assigned area, the vehicles are assigned as shown below:

Primary Assignment	Total
Patrol	141.0
Criminal Investigations	36.0
SWAT	15.0
Motors	13.0
School Resource	11.0
Traffic	10.0
Crisis Intervention	10.0
K-9	9.0
CSU (Crime Suppression Unit)	6.0
Training	6.0
Administration	6.0
Crime Lab	5.0
Victim Assistance	5.0
Auto Theft Task Force	4.0
DWI	4.0
Lake Patrol	4.0
Community Outreach	4.0
Internal Affairs	4.0
Corrections	3.0
Estray	3.0
Life Safety	2.0
Leaving the Scene (LTS) Investigations	2.0
Intelligence	2.0
Central	1.0
Impounds	1.0
Research/Planning/Response	1.0
Security Threat Unit	1.0
Vehicle Maint. Office - Complex Security	1.0
Courthouse Security	1.0
CTECC Security	1.0
Public Information	1.0
Grand Total	313.0

Geographic Dispersal of Vehicles

Primary Duty Station	Total
Collier East Command	95.0
Moore West Command	80.0
Ruiz Building - Headquarters	64.0
Mobile / County Wide	28.0
Austin State Hospital Office	10.0
TCCC	9.0
Training Academy	6.0
Motorola	4.0
Lake Travis	3.0
Del Valle HS	2.0
Lake Travis HS	2.0
Manor HS	2.0
Courthouse	1.0
CTECC	1.0
Decker Lake MS	1.0
Manor MS	1.0
Ojeda MS	1.0
TCJ/CBF	1.0
Westlake HS	1.0
Gault / DA	1.0
Grand Total	313.0

As a percentage of the total, the following is demonstrated

Primary Duty Station	Total
Collier East Command	30.35%
Moore West Command	25.56%
Ruiz Building - Headquarters	20.45%
Mobile / County Wide	8.95%
Austin State Hospital Office	3.19%
TCCC	2.88%
Training Academy	1.92%
Motorola	1.28%
Lake Travis	0.96%
Del Valle HS	0.64%
Lake Travis HS	0.64%
Manor HS	0.64%
Courthouse	0.32%
CTECC	0.32%
Decker Lake MS	0.32%
Manor MS	0.32%
Ojeda MS	0.32%
TCJ/CBF	0.32%
Westlake HS	0.32%
Gault / DA	0.32%
Grand Total	100.00%

As reference, the following is provided:

- o Collier and Moore are the East and West Command Center
- o Ruiz is TCSO HQ and houses administration, SWAT, Central Law Enforcement, etc
- o Austin State Hospital is a contract site for Crisis Intervention Unit (aka MHU)
- o Motorola site (Hwy 183) is a joint TCSO/APD/CPS site
- o CTECC is the Communications Center where TCSO provides security
- o The school districts are contract sites for SRO (School Resource Officers).
- o Mobile / County wide designation is given to individuals who do not have a base or office site. These are limited to specialized road units.

Garage Location Dispersal of Vehicles

Of the TCSO fleet, 135 (43.77%) of the vehicles are garaged in Travis County and 176 (56.23%) are garaged out of Travis County.

The following table demonstrates the assignment of those employees and their relative in or out-of-county assigned vehicle garaged locations.

Vehicle Garaged in Travis County	Bureau Location	Total
N	East Law Enforcement	63.0
	West Law Enforcement	57.0
	Central Law Enforcement	32.0
	Administration	12.0
	Admin Support	5.0
	Corrections	4.0
	Training	3.0
	N Total	
Y	East Law Enforcement	47.0
	West Law Enforcement	47.0
	Central Law Enforcement	20.0
	Administration	8.0
	Admin Support	5.0
	Corrections	5.0
	Training	3.0
	Y Total	
Grand Total		311.0

More specifically, the next table demonstrates a more detailed breakdown of the above table and shows more specific job functions for those personnel and duty assigned vehicles.

Vehicle Garaged in Travis County	Primary Assignment	Total
N	Patrol	75.0
	Criminal Investigations	24.0
	SWAT	9.0
	School Resource	8.0
	Traffic	7.0
	Crisis Intervention	5.0
	K-9	5.0
	Motors	5.0
	CSU	4.0
	Internal Affairs	4.0
	Auto Theft Task Force	3.0
	Estray	3.0
	Training	3.0
	Victim Assistance	3.0
	Administration	2.0
	Community Outreach	2.0
	Crime Lab	2.0
	DWI	2.0

Vehicle Garaged in Travis County	Primary Assignment	Total
	Lake Patrol	2.0
	Central	1.0
	Corrections	1.0
	Courthouse Security	1.0
	CTECC Security	1.0
	Life Safety	1.0
	LTS Investigations	1.0
	Public Information	1.0
	Research/Planning/Response	1.0
N Total		176.0
Y	Patrol	66.0
	Criminal Investigations	12.0
	SWAT	6.0
	School Resource	3.0
	Traffic	3.0
	Crisis Intervention	5.0
	K-9	4.0
	Motors	8.0
	CSU	2.0
	Auto Theft Task Force	1.0
	Training	3.0
	Victim Assistance	2.0
	Administration	4.0
	Community Outreach	2.0
	Crime Lab	3.0
	DWI	2.0
	Lake Patrol	2.0
	Corrections	2.0
	Life Safety	1.0
	LTS Investigations	1.0
	Impounds	1.0
	Intelligence	2.0
	Security Threat Unit	1.0
	Vehicle Maint. Office - Complex Security	1.0
Y Total		137.0
Grand Total		313.0

Overall Distance Data

In reviewing the distance data, the following was captured for review.

1. The distance from duty station to garage location. In most cases this is the home residence of the employee. In cases where the distance exceeds the policy limitations of TCSO, the assigned vehicle is parked at the nearest approved location (generally a local law enforcement agency).
2. The second distance captured was the distance out-of-county that the vehicle is driven if applicable.

Driving Distance

The average driving distance calculated for all units was 14.9 miles each way.

In County Garaged Duty Vehicle Mileage

For those vehicles garaged in county, the average was 9.4 miles. For those garaged out-of-county, the average total miles were 19.1 miles.

Out-of-county Garaged Duty Vehicle Mileage

Of those employees who garage the assigned vehicle out of Travis County, the average distance out of the county is 7.2 miles.

By bureau assigned area, the following table shows the average out-of-county miles driven.

Bureau Location	Total
Central Law Enforcement	9.4
West Law Enforcement	7.6
East Law Enforcement	6.5
Training	6.0
Administration	5.3
Corrections	5.3
Admin Support	3.9
Grand Total	7.2

Of those vehicles driven out of Travis County, the following distance analysis is provided.

Up to 1 mile out of Travis County

18 vehicles, or 10% of those driven out-of-county. This totals 6% of the TCSO assigned vehicle fleet.

Between 2 and 5 miles out of Travis County

64 vehicles, or 36% of those driven out-of-county. This totals 20% of the TCSO assigned vehicle fleet.

Between 6 and 10 miles out of Travis County

45 vehicles, or 26% of those driven out-of-county. This totals 14% of the TCSO assigned vehicle fleet.

Between 11 and 15 miles out of Travis County

40 vehicles, or 23% of those driven out-of-county. This totals 13% of the TCSO assigned vehicle fleet.

Over 15 miles out of Travis County

8 vehicles, or 5% of those driven out-of-county. This totals 3% of the TCSO assigned vehicle fleet.

Distances Driven to Duty Station

These calculations show the distance driven to their duty station.

Miles	Live in County	% IC	% Total	Live out-of-county	% OOC	% Total	Total Vehicles
0 to 1	40	30%	13%	3	2%	1%	43
2 to 5	18	13%	6%	20	11%	6%	38
6 to 10	24	18%	8%	25	14%	8%	49
11 to 15	14	10%	5%	23	13%	7%	37
16 to 20	18	13%	6%	22	13%	7%	40
21 to 30	18	13%	6%	54	31%	17%	72
31 to 50	3	2%	1%	29	16%	9%	32
Total	135		43%	176		57%	311

Up to 1 mile to duty station

43 vehicles - 30% of in-county, and 2% of out-of-county.

Between 2 and 5 miles

38 vehicles - 13% of in-county and 11% of out-of-county.

Between 6 and 10 miles

49 vehicles - 18% of in-county and 14% of out-of-county.

Between 11 and 15 miles

37 vehicles - 10% of in-county and 13% of out-of-county

Between 16 and 20 miles

40 vehicles - 13% of in-county and 13% of out-of-county.

Between 21 and 30 miles

72 vehicles - 13% of in-county and 31% of out-of-county.

Between 31 and 50 miles

32 vehicles - 2% of in-county and 16% of out-of-county.

Analysis:

In reviewing the data gathered, several factors are revealed relevant to the Travis County Sheriff's Office fleet of duty assigned vehicles. The analysis will examine several of those leading indicators.

Overall distribution of the TCSO fleet relative to in or out-of-county garaging of the vehicle.

The data demonstrates that the current state of the fleet garaged locations is at 44% in the county and 56% outside the county. The majority of those vehicles out-of-county are assigned to the law enforcement bureau which of course is the majority of the fleet.

Distances driven to duty station and district

The data gathered shows that 42% of the assigned vehicles drive 10 miles or less to their reporting duty station. 12% of those drive five miles or less.

The data also demonstrates that a large number of in-county garaged units have a low reporting mileage. In fact the data shows that 40 vehicles travel less than one mile to their duty station. However, it should be noted that this data reflects 11 of the 43 in-county garaged units having a reporting area of "County". This is due to the fact that these units are traffic or motorcycle units who have no hard duty station and report to anywhere in the county. This reflects a 25% total of the out-of-county vehicles.

Areas with the highest miles driven to duty station and district

Areas that show the highest mileage are focused on the downtown and Del Valle areas. This includes the training academy, CTECC Security, Administration, Corrections, and Administration/Support. While comparative data points were not available to demonstrate the change in mileage when TCSO headquarters was moved from downtown to 5555 Airport Boulevard, it is generally accepted that this movement had some effect on miles driven. Furthermore, since these are single point duty stations, compared to large reporting districts, the ability for employees to live in the area is reduced.

Generally, the east and west patrol areas ranked the lowest in miles at 12.9 and 11.5 miles respectively.

Center Point Comparison

As a comparative analysis, a study of the patrol functions was examined to look at the current operating procedure of deputies reporting from their garage location to their assigned district, compared to reporting to their respective command stations (Collier and Moore). The following table compares these two calculations:

Command	Sector	Center Point Address	Command Address	Mileage Sector to Command	Current Avg Mileage from Assigned Garage to Sector	Difference
West	A10	26900 FM 1431	3800 Hudson Bend	31.5	18.9	-12.6
West	A20	22800 Nameless Rd	3800 Hudson Bend	23.8	8.4	-15.4
West	A30	11800 Lime Creek Rd	3800 Hudson Bend	14.3	8.5	-5.8
West	A40	6500 N Hwy 620	3800 Hudson Bend	4.7	14.8	10.1
East	B10	14300 Cameron Rd	7811 Burleson Manor Rd	14.4	6.2	-8.2
East	B20	15800 Welis Lane	7811 Burleson Manor Rd	14.3	14.2	-0.1
East	B30	2300 Hog Eye Road	7811 Burleson Manor Rd	9	9.9	0.9
East	B40	8600 FM 973	7811 Burleson Manor Rd	5.5	12.7	7.2
East	C10	8700 Colton Bluff Rd	7811 Burleson Manor Rd	19.9	12.8	-7.1
East	C20	5400 Navarro Creek Rd	7811 Burleson Manor Rd	14.9	3.8	-11.2
East	C30	13700 Hokanson Rd	7811 Burleson Manor Rd	19.7	8.0	-11.7
East	C40	4400 FM 1327	7811 Burleson Manor Rd	24.4	4.5	-19.9
West	D10	21500 Hwy 71 West	3800 Hudson Bend	29.5	0.7	-28.8
West	D20	15200 Storm Dr	3800 Hudson Bend	1.8	15.8	14.0
West	D30	9500 FM 2244	3800 Hudson Bend	12.3	15.0	2.7
West	D40	12700 Cholla Dr	3800 Hudson Bend	26.3	5.9	-20.4
						-106.4

Thus, the data suggests that a change for these units, to reporting to their district from the command station, would reduce the miles driven in only a few sectors, while it would increase the miles driven in the majority. The sum total would be that for each shift, the mileage increase would be approximately 121 miles per day. Since there are three shifts on the patrol function, this number would increase to 363 additional miles per day. This does not take into account districts that have more than one unit in them at any given time. Current operational standards call for two units to be in each of the above listed sectors at any given time. Thus, the data would extrapolate to approximately 726 additional miles per day. Since the patrol function is a 24/7/365 operations, again this number is multiplied by the number of operation days in a year (365) and the additional miles driven would equate to 264,990 miles per year.

An additional factor in this equation would concern lost productivity and/or additional work hours. Under the current policy, the deputy starts their day when they enter their patrol district. By moving the starting point for a deputy from their district to the command centers the deputy's time would start at the command center instead of their district. The deputy would then have to drive to their district. The additional miles (264,990) calculated above, and approximated at 40 mph (.66 of an hour) travel speed, would equate to approximately 174,893 hours of loss of productivity.

Complicating this matter would be the fact that during the travel time, the patrol district would have reduced or no coverage. And of course this works the same at the end of the shift when the deputy would have to leave their district early in order to get back to the command station by the end of their shift without incurring overtime.

Conclusion:

This study only examined the travel miles that TCSO staff who are assigned duty vehicles record on a daily basis. The data demonstrates that staff in duty assigned vehicles is within the guidelines set by the agency on approved vehicle storage. The data would also suggest that until alternatives can clearly be vetted, any abrupt change in a policy that has been in place since approximately 1990 may have adverse economic and time management effects.

C2

Travis County Commissioners Court Agenda Request

Voting Session 08/19/08
(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:

Approve setting the public hearing for September 9, 2008 to receive comments on:

A. Jacobson Estates Resubdivision of Lot 7, Block A in Precinct Four (Resubdivision of Jacobson Estates Lot 7, Block A: 1 single family lot into 2 single family lots – 5.02 Acres – 8709 Linden Road – Parkland fess of \$426.00 have been paid – Sewage service to be provided by on site septic – City of Austin 5 mile ETJ).

C. Approved by:

Commissioner Margaret Gomez, Precinct Four

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).

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

AB Sarah C. Sumner: 854-7563 Gayla Dembkowski: 854-7642
Anna Bowlin: 854-7561
Dennis Wilson: 854-4217

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

Last Updated 8-18-08 at 10:10 am

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

August 1, 2008

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director, Development Services

SUBJECT: Jacobson Estates Resubdivision of Lot 7, Block A in Precinct Four

PROPOSED MOTION:

A. Jacobson Estates Resubdivision of Lot 7, Block A in Precinct Four (Resubdivision of Jacobson Estates Lot 7, Block A: 1 single family lot into 2 single family lots – 5.02 Acres – 8709 Linden Road - Parkland fess of \$426.00 have been paid – Sewage service to be provided by on site septic – City of Austin 5 mile ETJ).

SUMMARY AND STAFF RECOMMENDATION:

This resubdivision will change the 1 existing single family lot into 2 single family lots. Parkland fees have been paid for the increase in density. Notification for the resubdivision was completed and a sign will be posted at the site.

As this plat application meets all Travis County standards and has been approved by the City of Austin, TNR staff recommends approval of the plat.

ISSUES:

Staff has received no inquiries about this project at this time.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

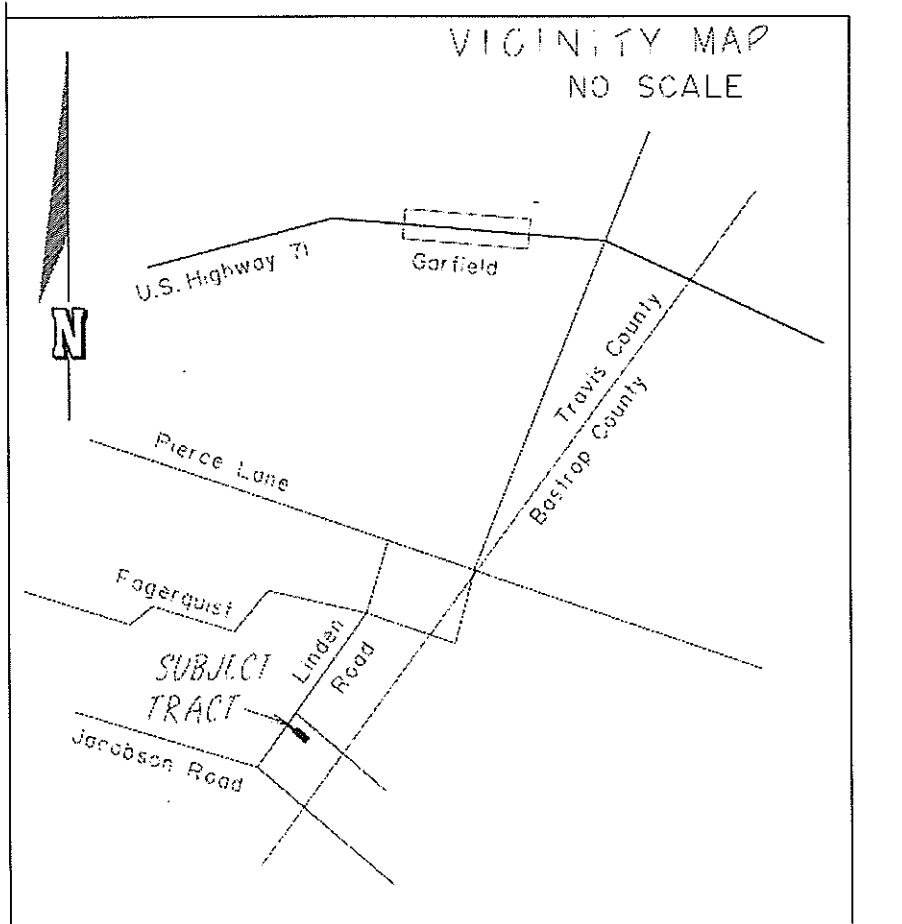
None.

EXHIBITS:

Location map, Original Plat, Final Plat, Precinct Map

Location Map

Jacobson Estates Resubdivision of Lot 7 Block A



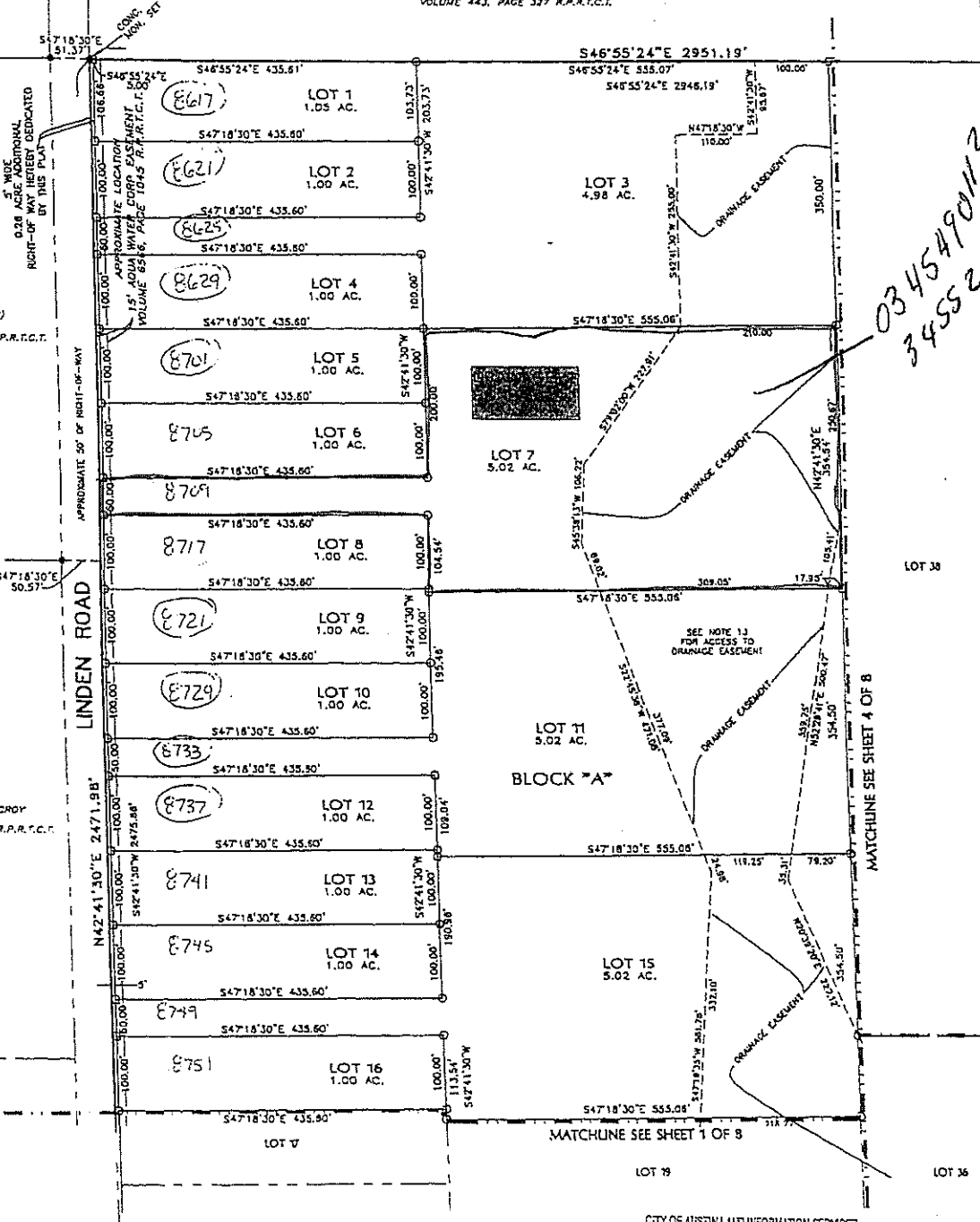
Original Plat

199900180

JACOBSON ESTATES TRAVIS AND BASTROP COUNTIES, TEXAS

CREEKWOOD
TRACTS
3.39 AC

ESTER LINDEN # 01
97.00 AC
VOLUME 443, PAGE 327 R.P.R.T.C.T.

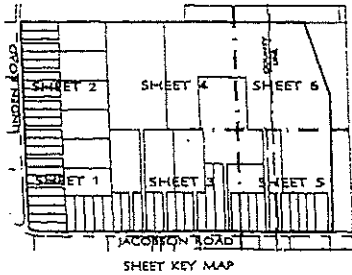
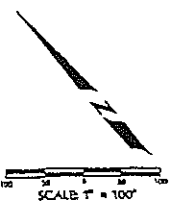


0345490112
34552

JOHN D. SANTOS (A.O.)
15.00 AC
VOLUME 12395, PAGE 581 R.P.R.T.C.T.

ROY & ELIOT ROY
13.00 AC
VOLUME 11808, PAGE 547 R.P.R.T.C.T.

CITY OF AUSTIN LAND INFORMATION SERVICES
ADDRESSED BY _____ DATE _____
GRID _____ PLAT # _____
ADDRESS CUES TO THE CITY OF AUSTIN



JACOBSON ESTATES
LOT 13, AND PORTIONS OF LOT 12 AND 11 OF THE
80 SEELING SUBDIVISION
OF PART OF THE MICHAEL GREEN LEAGUE
ABSTRACT NO. 314 OF TRAVIS COUNTY, TEXAS
AND ABSTRACT NO. 309 OF BASTROP COUNTY, TEXAS
RECORDED IN VOLUME 48, PAGE 430 D.R.S.C.T.
AND RECORDED IN BOOK 2, PAGE 136 P.R.T.C.T.
TRAVIS AND BASTROP COUNTY, TEXAS

AccuSurvey, Inc.
Professional Land Surveying
4201 Box Caves Road, Suite B-203
Austin, Texas 78748
Phone: (512) 306-9412 Fax: (512) 323-2754
www.AccuSurvey.com

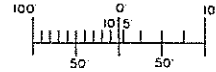
DATE: MAY 11, 1999	SCALE: 1" = 100'
DRAWN BY: J. GREENLEAF	APPROVED BY: H. WITTE
PROJECT NO.: 061007	SHEET: 2 OF 8

- LEGEND**
- CONCRETE WORKMENT FOUND
 - IRON ROD FOUND
 - CONCRETE WORKMENT SET
 - IRON ROD SET WITH CAP
 - REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
 - PLAT RECORDS TRAVIS COUNTY, TEXAS
 - DEED RECORDS OF BASTROP COUNTY, TEXAS
 - PLAT RECORDS OF BASTROP COUNTY, TEXAS
 - BREAK IN SCALE

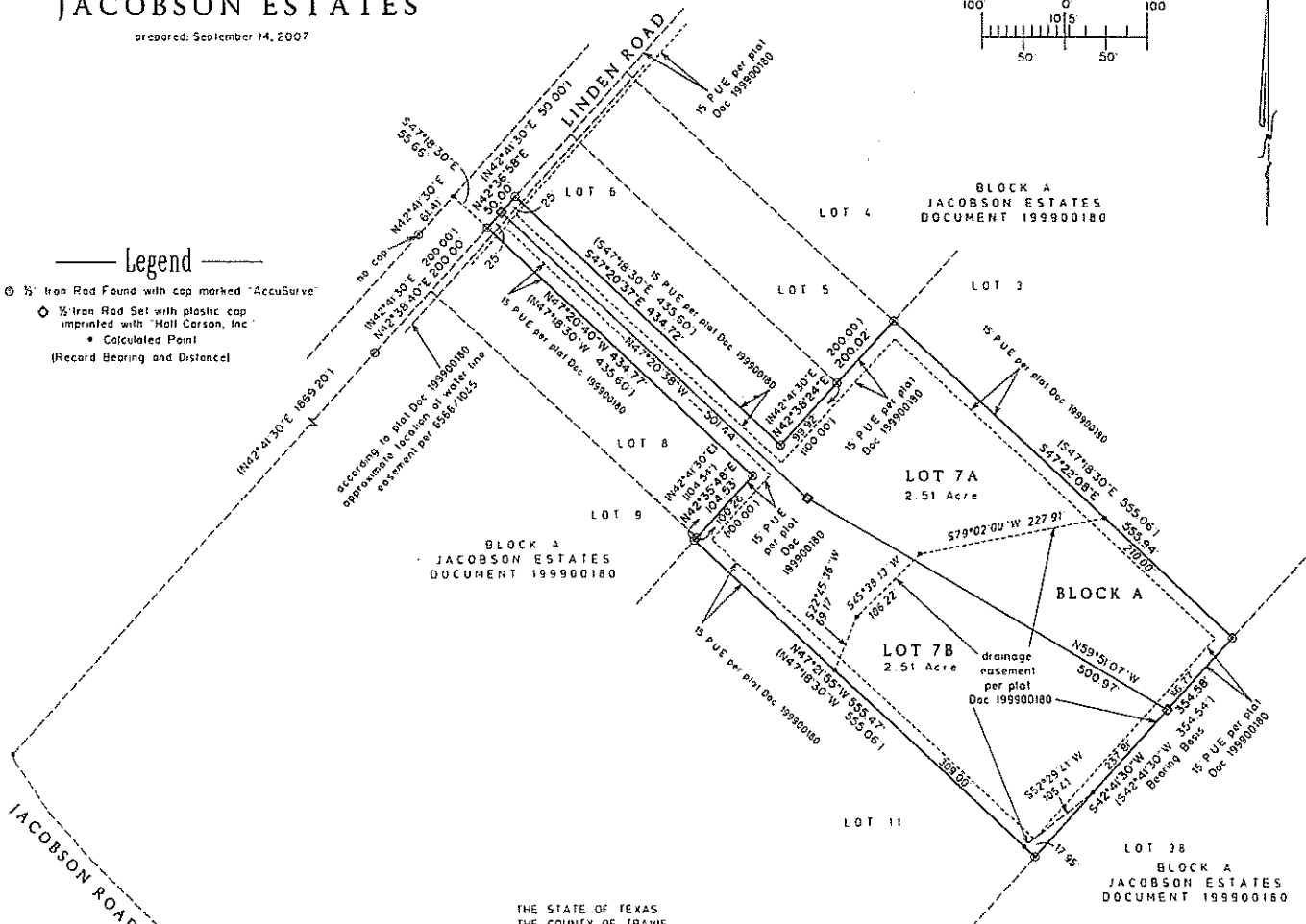
RESUBDIVISION OF LOT 7, BLOCK A
JACOBSON ESTATES

prepared: September 14, 2007

SCALE: 1"=100'



- Legend**
- ⊙ 1/2" Iron Rod Found with cap marked "AccuSurvey"
 - ⊙ 1/2" Iron Rod Set with plastic cap imprinted with "Hall Carson, Inc"
 - Calculated Point (Record Bearing and Distancel)



THE STATE OF TEXAS
THE COUNTY OF TRAVIS
KNOW ALL BY THESE PRESENTS

That WE, Pat Castro and Elvia Castro, owners of Lot 7, Block A, Jacobson Estates, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No 199900180 of the Official Public Records of Travis County, Texas, which was conveyed to us by Warranty Deed recorded in Document No 2001103746 of the Official Public Records of Travis County, Texas, said subdivision having been approved for resubdivision pursuant to the public notification and hearing of Chapter 212-015 of the Texas Local Government Code, do hereby resubdivide said Lot 7 in accordance with the attached plat to be known as

RESUBDIVISION OF LOT 7, BLOCK A, JACOBSON ESTATES

subject to any easements and/or restrictions heretofore granted and do hereby dedicate to the Public Use of the streets and easements shown hereon
WITNESS MY HAND this the ____ day of _____ AD 20__

Pat Castro
8709 Linden Road
Del Valle TX 78617-28

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

I, the undersigned authority, on this the ____ day of _____ AD 20__ did personally appear Pat Castro, known to me to be the person whose name is subscribed to the foregoing instrument of writing and he acknowledged before me that he executed the same for the purposes and considerations therein expressed

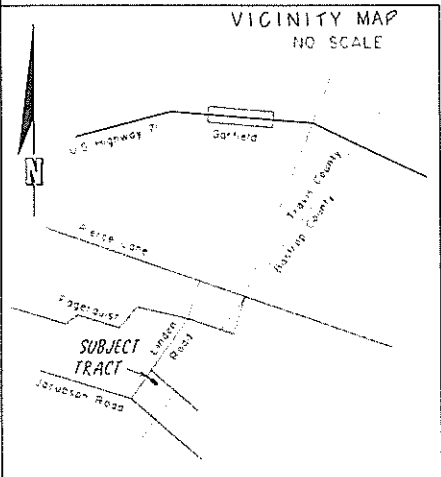
NOTARY PUBLIC _____
Printed Name _____
Commission Expires _____

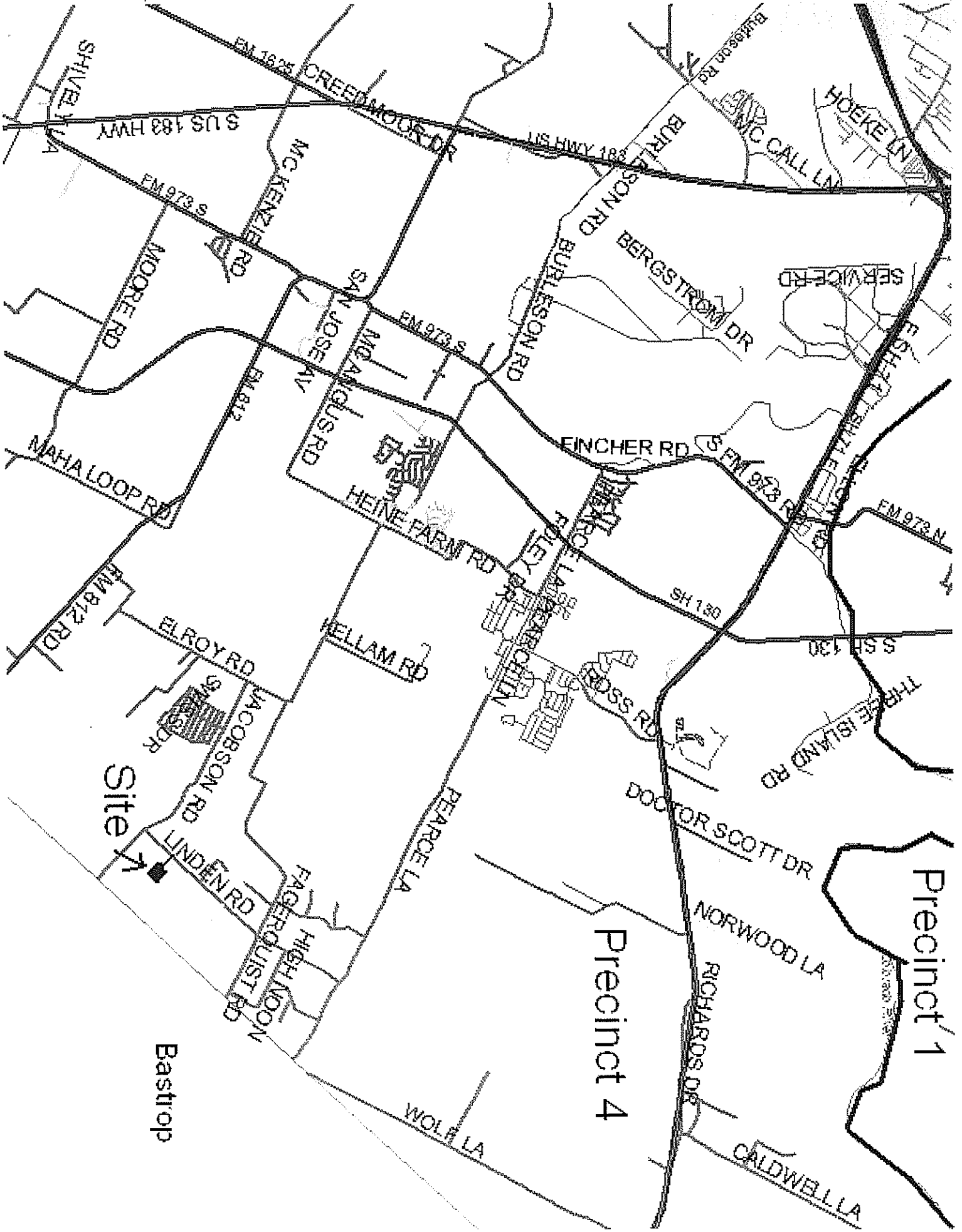
Elvia Castro
5723 Linden Road
Del Valle TX 78617-28

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

I, the undersigned authority, on this the ____ day of _____ AD 20__ did personally appear Elvia Castro, known to me to be the person whose name is subscribed to the foregoing instrument of writing and she acknowledged before me that she executed the same for the purposes and considerations therein expressed

NOTARY PUBLIC _____
Printed Name _____
Commission Expires _____





Site

Bastrop

Precinct 4

Precinct 1

C3

Travis County Commissioners Court Agenda Request

Voting Session 08-19-08
(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:
C.

A. Approve setting a public hearing on September 23, 2008 to discuss a plat for recording in Precinct 3: Resubdivision plat for Lot 2, Block F, of Beby's Ranch Subdivision (Short Form plat - 4 Single Family Lots - 9.3 Acres - Hornsby Hill Road - Fiscal has been posted with Travis County - Sewage service to be provided by on-site septic - City of Austin ETJ).

B. Subdivision Construction Agreement for the Resubdivision of Lot 2, Block F, Beby's Ranch Subdivision

C. Approved by:

Commissioner Gerald Daugherty, Precinct Three

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).

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

JM for Anna Bowlin: 854-7561

Don Perryman: 974-2786 Sarah Sumner: 854-7687

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

___ Additional funding for any department or for any purpose

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

___ Grant

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

____ Contract, Agreement, Policy & Procedure

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

TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

August 5, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: *Anna* Anna Bowlin, Division Director, Development Services Division

SUBJECT: Resubdivision of Lot 2, Block F, Beby's Ranch Subdivision, , in
Precinct 3

PROPOSED MOTION:

- A. Approve setting a public hearing on September 23, 2008 to discuss a plat for recording in Precinct 3: Resubdivision plat for Lot 2, Block F, of Beby's Ranch Subdivision (Short Form plat – 4 Single Family Lots – 9.3 Acres – Hornsby Hill Road – Fiscal has been posted with Travis County – Sewage service to be provided by on-site septic – City of Austin 5-Mile ETJ).
- B. Subdivision Construction Agreement for the Resubdivision of Lot 2, Block F, Beby's Ranch Subdivision.

SUMMARY AND STAFF RECOMMENDATION:

This resubdivision plat proposes to resubdivide 1 existing lot into 4 lots for residential use on a 9.30 acre tract. On May 13, 2008, the Travis County Commissioner's Court did approve a variance request from the requirement of Subdivision Regulations Section § 30-3-191(A), SIDEWALKS, which requires sidewalks constructed for all new subdivisions.

As this resubdivision application has been approved by the City of Austin's Zoning and Platting Commission on June 17, 2008 and meets all Title 30 standards, the Single Office recommends approval.

ISSUES:

There have been numerous telephone inquiries from adjacent property owners regarding the resubdivision plat. The following adjacent land owners have contacted the City staff and attended the Zoning and Platting Commission meeting: Megan Meyer, Harvey Worchel, Jo Ann Hornsby, Jim Reed and Charles Robinson. Their concerns were the potential impacts on their private access road, proposed land use, and concerns over increased drainage.

Only July 15, 2008 the City of Austin Zoning and Platting Commission did approve the request for resubdivision. Counsel for the Neighborhood, Mr. John Joseph, and counsel for the applicant, Mr. Jim Nias, agreed to work on a private restrictive covenant that would address many of the neighborhood's concerns. The staff's understanding is that an agreement between these two parties has been reached. A restrictive covenant, (see attached) has been executed by both parties and staff is un-aware of any additional opposition to this resubdivision request. However, there is a possibility that the landowners may wish to speak at the upcoming public hearings on this resubdivision case.

BUDGETARY AND FISCAL IMPACT:

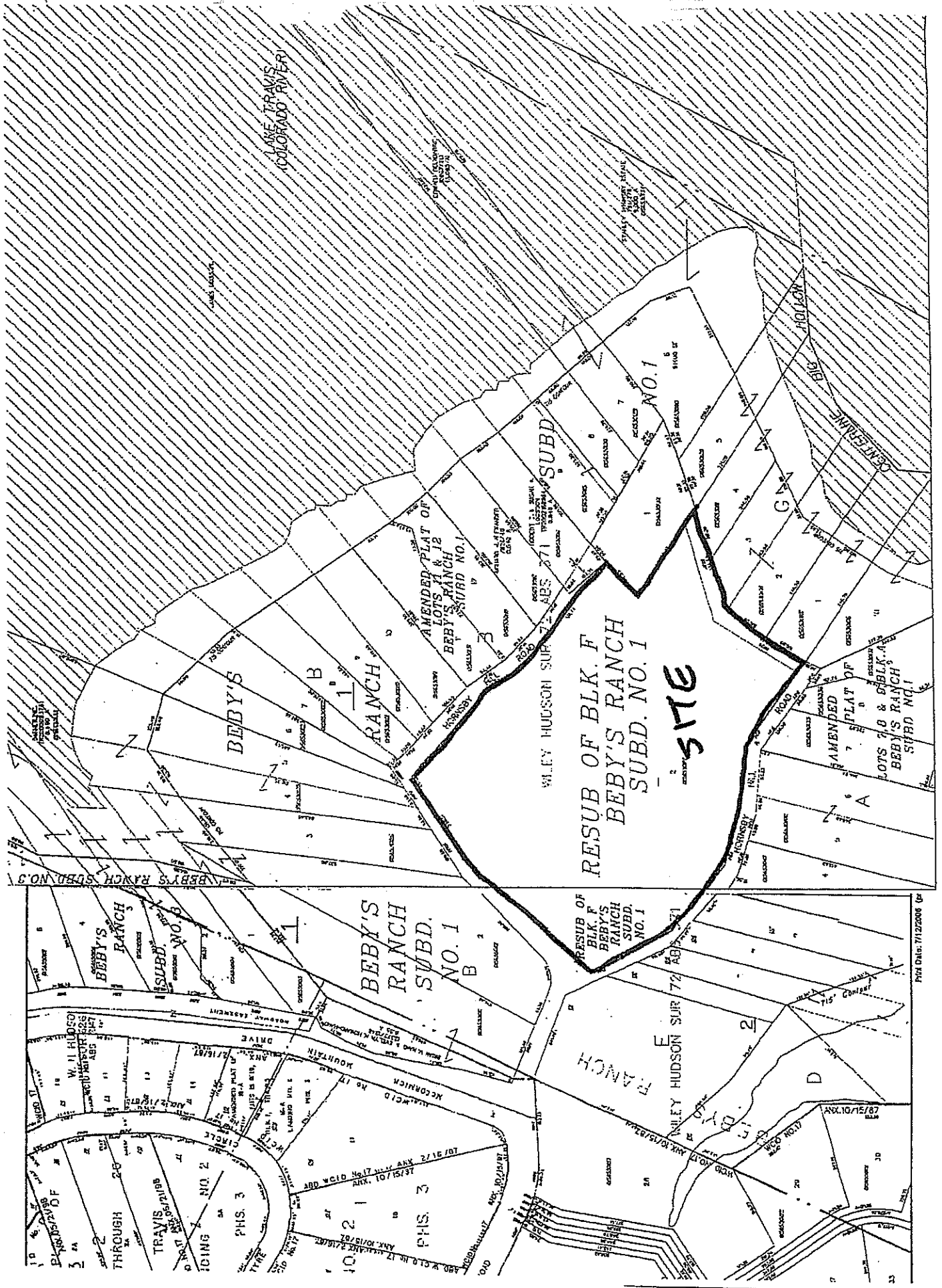
None.

REQUIRED AUTHORIZATIONS:

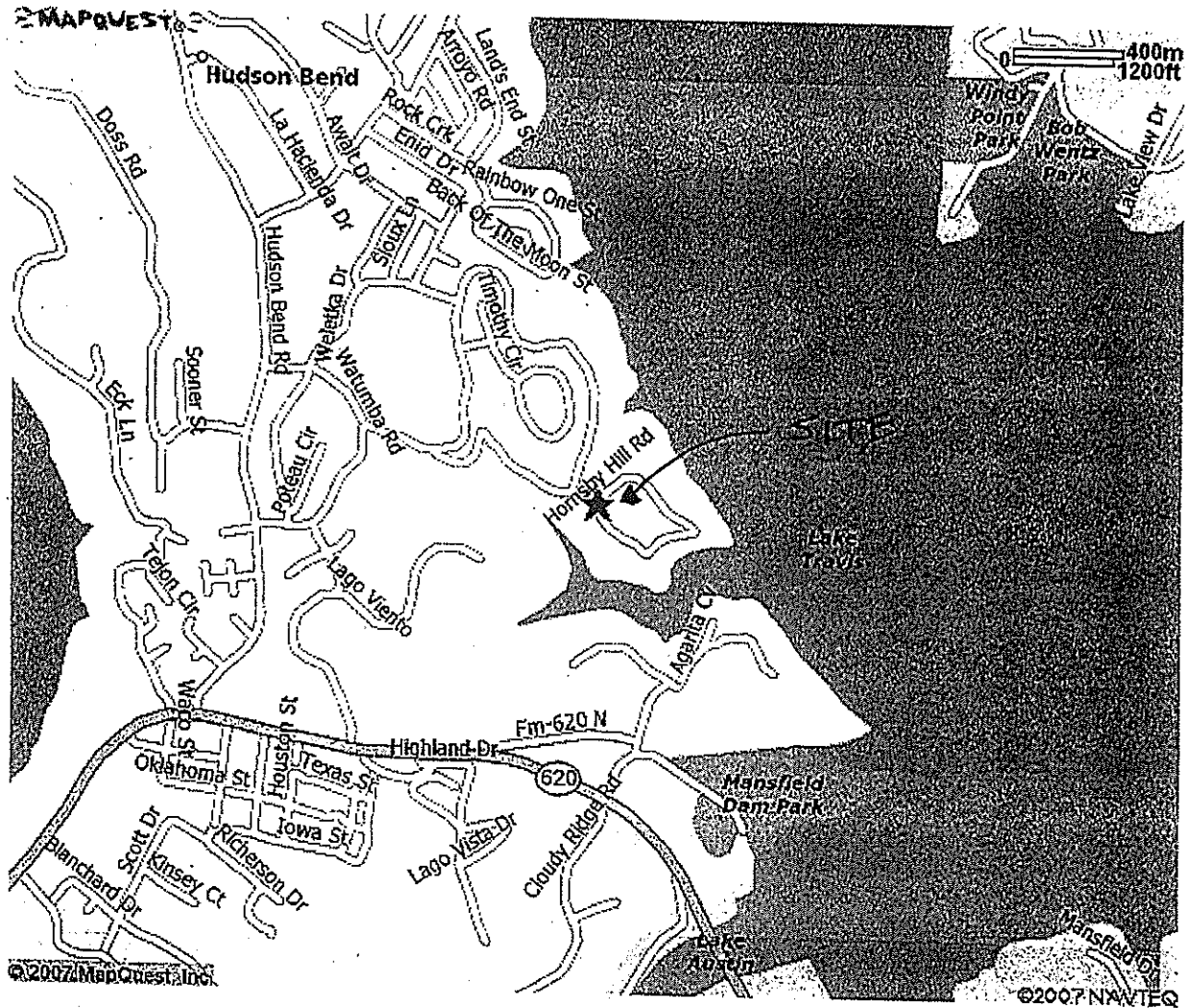
None.

EXHIBITS:

Location map
Proposed Plat
Restrictive Covenant



VICINITY MAP

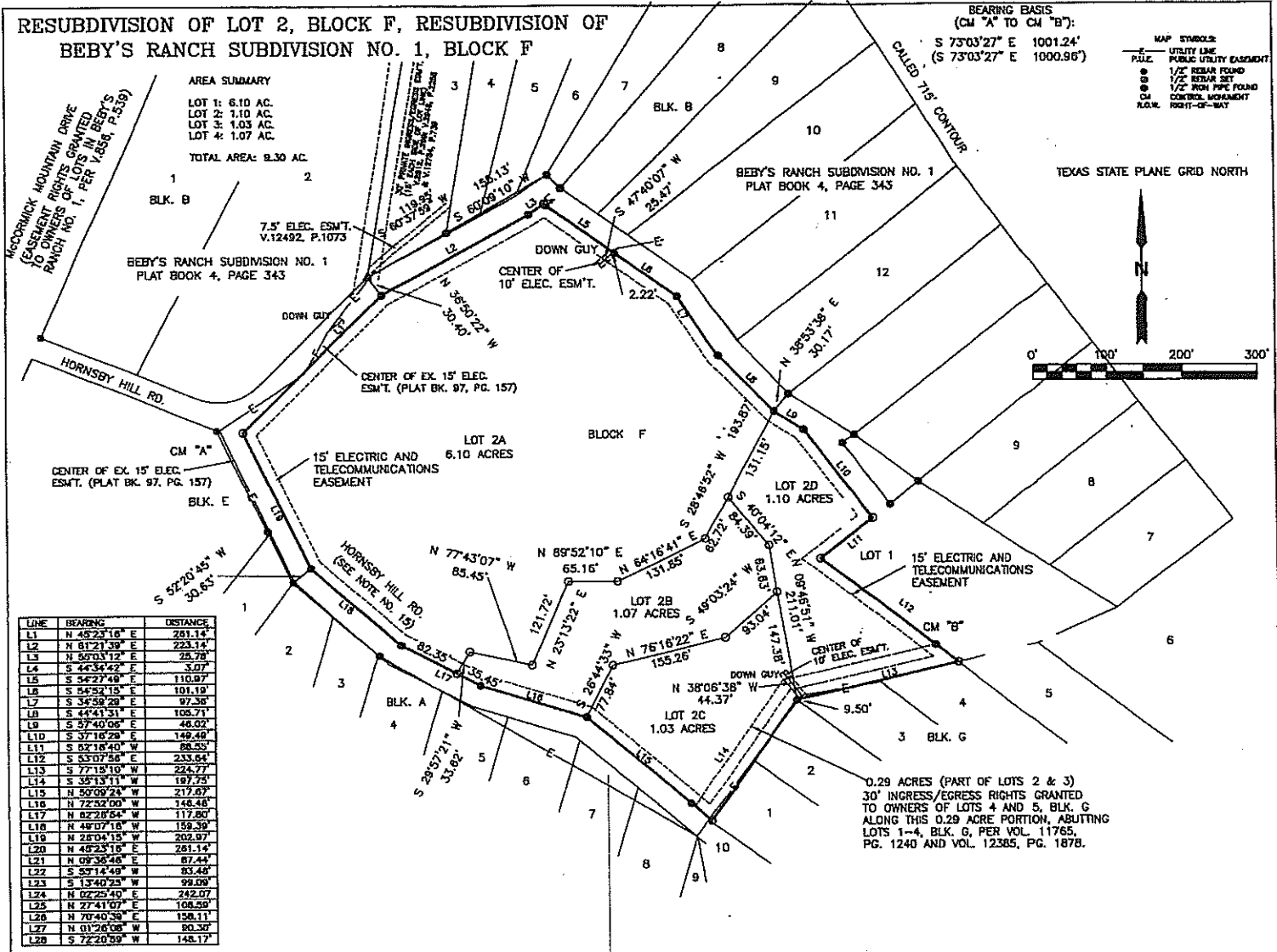


RESUBDIVISION OF LOT 2, BLOCK F, RESUBDIVISION OF BEBY'S RANCH SUBDIVISION NO. 1, BLOCK F

AREA SUMMARY
 LOT 1: 6.10 AC.
 LOT 2: 1.10 AC.
 LOT 3: 1.03 AC.
 LOT 4: 1.07 AC.
 TOTAL AREA: 9.30 AC.

BEARING BASIS
 (CM "A" TO CM "B"):
 S 73°03'27" E 1001.24'
 (S 73°03'27" E 1000.96')

MAP SYMBOLS:
 - PUBLIC UTILITY EASEMENT
 - 1/2" REBAR FOUND
 - 1/2" REBAR SET
 - 1/2" IRON PIPE FOUND
 - CONTROL MEASUREMENT
 - RIGHT-OF-WAY

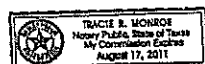


LINE	BEARING	DISTANCE
L1	N 45°23'16" E	291.14'
L2	N 83°21'09" E	223.14'
L3	N 50°03'12" E	25.78'
L4	S 44°34'42" E	3.07'
L5	S 54°27'46" E	110.97'
L6	S 84°52'15" E	101.19'
L7	S 34°59'26" E	97.36'
L8	S 44°13'11" E	109.71'
L9	S 57°40'06" E	46.02'
L10	S 37°16'29" E	149.48'
L11	S 82°16'40" W	88.55'
L12	S 53°07'56" E	233.64'
L13	S 77°18'10" W	224.77'
L14	N 48°33'15" E	197.75'
L15	N 50°09'24" W	217.67'
L16	N 72°52'00" W	148.48'
L17	N 82°26'54" W	117.80'
L18	N 48°07'18" W	159.39'
L19	N 28°04'13" W	202.97'
L20	N 48°33'15" E	281.14'
L21	N 09°38'46" E	87.44'
L22	S 89°14'49" W	83.48'
L23	S 13°40'23" W	99.06'
L24	N 02°25'40" E	242.07'
L25	N 27°41'07" E	108.59'
L26	N 70°40'50" E	158.11'
L27	N 01°26'08" W	80.30'
L28	S 72°20'59" W	148.17'

STATE OF TEXAS
 COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:
 THAT I, GREGORY SMITH, OWNER OF LOT 2, BLOCK F, RESUBDIVISION OF BEBY'S RANCH SUBDIVISION NO. 1, BLOCK F, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 97, PAGE 157 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AS CONVEYED TO ME BY DOCUMENT NO. 2007014180 OF THE TRAVIS COUNTY OFFICIAL PUBLIC RECORDS, SAID SUBDIVISION HAVING BEEN APPROVED FOR RESUBDIVISION PURSUANT TO THE PUBLIC RESUBDIVISION SAID TRACT OF LAND IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, TO BE KNOWN AS "RESUBDIVISION OF LOT 2, BLOCK F, RESUBDIVISION OF BEBY'S RANCH SUBDIVISION NO. 1, BLOCK F", AND I DO HEREBY DEDICATE TO THE PUBLIC USE THE EASEMENTS SHOWN, THE 30' PRIVATE EASEMENT (HORNSBY HILL ROAD) IS FOR THE USE OF THE PRESENT AND FUTURE OWNERS OF THE LOTS ABUTTING UPON THE EASEMENT, THEIR HEIRS AND ASSIGNS, SOLELY AS A PRIVATE ROAD, AND IT IS EXPRESSLY STIPULATED THAT THERE IS NO DEDICATION TO THE PUBLIC FOR ANY PURPOSE WHATSOEVER, THE FEES TITLE TO THE AREA COVERED BY THE EASEMENT IS UNDER INDIVIDUAL PRIVATE OWNERSHIP.

GREGORY SMITH
 14701 HORNSBY HILL ROAD
 AUSTIN, TEXAS 78734



STATE OF TEXAS
 COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED GREGORY SMITH, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 6th DAY OF May 2008.

Tracie B. Monroe
 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
 PRINTED NAME: Tracie B. Monroe

I, JAMES M. GRANT, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED PORTIONS OF TITLE 30 OF THE AUSTIN/TRAVIS COUNTY SUBDIVISION REGULATIONS, IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACUTAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION ON THE GROUND.

James M. Grant 4-8-2008
 JAMES M. GRANT, RPLS 1919
 HARRIS-GRANT SURVEYING, INC.
 1700 SOUTH LAMAR, SUITE 332
 AUSTIN, TEXAS, 78704
 PH. (512) 444-1781
 FAX (512) 444-8123
 E-MAIL: james.grant@harrisgranturveying.com

AUGUST 7, 2007
 REVISED 08-10-2007 & 11-01-2007
 4 April 8, 2008



NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) #48453C0285E, TRAVIS COUNTY, TEXAS, DATED JUNE 16, 1993.

Kurt M. Prossner
 KURT PROSSNER
 REGISTERED PROFESSIONAL ENGINEER
 REGISTRATION NO. 58191
 13377 POND SPRINGS RD, STE. 104

4/10/08
 DATE



LOWER COLORADO RIVER AUTHORITY NOTES
 ALL PROPERTY HEREIN IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S HIGHLAND LAKES WATERSHED ORDINANCE. WRITTEN NOTIFICATION AND/OR PERMITS ARE REQUIRED PRIOR TO COMMENCING ANY DEVELOPMENT ACTIVITIES. CONTACT LCRA WATERSHED MANAGEMENT AT 1-800-776-5272, EXTENSION 2324 FOR MORE INFORMATION.

EACH AND EVERY ON-SITE SEWAGE FACILITY INSTALLED WITHIN THIS SUBDIVISION MUST BE PERMITTED, INSPECTED AND LICENSED FOR OPERATION UNDER THOSE TERMS, STANDARDS AND REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND LOWER COLORADO RIVER AUTHORITY AS ARE IN EFFECT AT THE TIME SUCH APPLICATIONS FOR PERMITS AND LICENSES ARE MADE. THESE LOTS MAY REQUIRE PROFESSIONALLY DESIGNED WASTEWATER DISPOSAL SYSTEMS DUE TO TOPOGRAPHICAL AND GEOLOGICAL CONSIDERATIONS.

Tracie B. Monroe
 LCRA OSSF REPRESENTATIVE 03/06/2008
 DATE 4/28/08

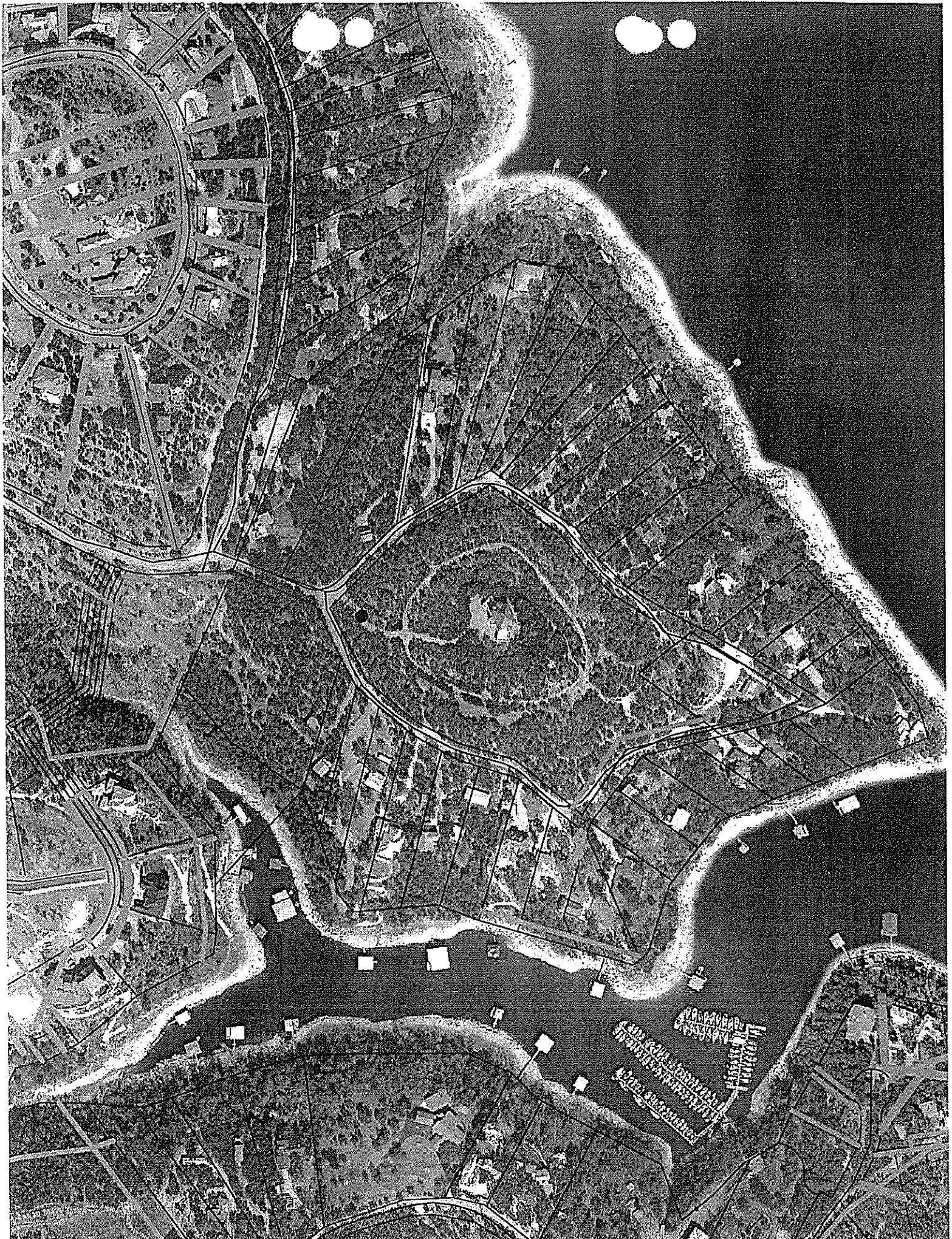
ACCEPTED, AND AUTHORIZED FOR RECORD BY THE DIRECTOR, WATERSHED PROTECTION AND DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS.

THIS THE 15th DAY OF July 2008 . A.D.
Doree Bergman FRI
 VICTORIA J. LI, P.E., DIRECTOR,
 WATERSHED PROTECTION AND DEVELOPMENT REVIEW DEPARTMENT

THIS SUBDIVISION PLAT IS WITHIN THE 2-MILE ETJ OF THE CITY OF AUSTIN ON THIS THE 15th DAY OF July 2008.
 ACCEPTED AND AUTHORIZED FOR RECORD BY THE ZONING AND PLATTING COMMISSION OF THE CITY OF AUSTIN, TEXAS, THIS THE 15th DAY OF July 2008 A.D.

Betty Baker
 BETTY BAKER, CHAIRPERSON
Clarke Hammond
 CLARKE HAMMOND, SECRETARY

PROPOSED RESUBDIVISION





JACKSON WALKER L.L.P.
ATTORNEYS & COUNSELORS

August 1, 2008

James M. Nias
(512) 236-2350 (Direct Dial)
(512) 391-2136 (Direct Fax)
jnias@jw.com

Via Hand Delivery

Mr. Don Perryman
Watershed Protection and Development Review Dept.
City of Austin
505 Barton Springs Rd.
c/o 4th Floor Reception
Austin, Texas 78704

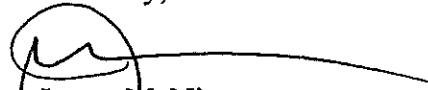
Re: Case No. C8J-2007-0089.0A; Resubdivision of Lot 2, Block F, Resubdivision of
Beby's Ranch Subdivision No. 1, Block F

Dear Don:

Enclosed is the Restrictive Covenant containing the agreements reached with the surrounding property owners in connection with the above-referenced matter. You will recall that this agreement was announced to the City Zoning and Platting Commission at its meeting of July 15, 2008. It is my understanding that you will hold this document to be recorded along with the final subdivision plat after it has been approved by the Travis County Commissioner's Court.

Thank you for your assistance.

Sincerely,



James M. Nias

JMN/tm
Enclosure

cc: (w/enclosures via email)
Mr. Greg Smith
Mr. Richard Crank
Mr. John Joseph
Mr. Conrad Werkenthin
County Commissioner Gerald Daugherty
Mr. Bob Moore (Commissioner Daugherty's office)

RESTRICTIVE COVENANT

Date: August 1, 2008

Owner: Gregory Smith

Owner's Address: 14701 Hornsby Hill Road, Austin, Texas 78734

Consideration: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the owners of Lots 1 through 10 of Block A, Lots 1 through 12 of Block B, Block C, Block D, Block E, and Lots 1 through 9 of Block G in Beby's Ranch Subdivision No. 1, according to the plat thereof recorded at Book 4, Page 343 of the Travis County Plat Records, or any amendments thereto; and Lot 1 of the Resubdivision of Beby's Ranch Subdivision No. 1, Block F, according to the plat thereof recorded at Volume 97, Page 157 of the Travis County Plat Records, or any amendments thereto (collectively the "Beby's Ranch Owners").

Property: Lots 2A, 2B, 2C and 2D of the Resubdivision of Lot 2, Block F, Resubdivision of Beby's Ranch Subdivision No. 1, Block F, according to the plat thereof recorded at Document No. _____, Official Public Records of Travis County, Texas, or any amendments thereto.

WHEREAS, the Owner of the Property and the Beby's Ranch Owners have agreed that the Property should be impressed with certain covenants and restrictions as a condition of obtaining the support of the Beby's Ranch Owners for the resubdivision of the Property;

NOW, THEREFORE, for the consideration described above, the receipt and sufficiency of which is acknowledged by the Owner, it is declared that the Owner of the Property shall hold, sell and convey the Property subject to the following covenants and restrictions impressed upon the Property by this Restrictive Covenant. These covenants and restrictions shall run with the land and shall be binding on the Owner of the Property, his heirs, successors and assigns, and shall inure to the benefit of the Beby's Ranch Owners, and their respective heirs, successors and assigns.

1. Prior to the construction of any new structure on any portion of the Property, drainage plans must be prepared and approved by the applicable governmental authority which shall provide for on-site detention facilities or other approved methods of stormwater runoff control which limit the rate of stormwater runoff from the Property to that which existed prior to the construction of any of such new structures. The detention facilities or other approved methods of stormwater runoff control shall be installed in accordance with written plans prepared by a registered professional engineer and approved by the appropriate governmental authority, and shall be maintained by the property owners' association formed in accordance with the "Declaration of Covenants, Conditions and Restrictions for the Resubdivision of Lot 2, Block F, Resubdivision of Beby's Ranch Subdivision No. 1, Block F", or its successor organizations. However, nothing in this Paragraph 1 shall be construed to limit, bar or otherwise negatively

affect the rights or remedies under applicable law of any Beby's Ranch Owner in connection with drainage, flooding or other water diversion onto or away from their property.

2. There shall be no driveway or other vehicular access to Lot 2D of the Property from the right (south) leg of Hornsby Hill Road.

3. If requested in writing by a majority of the Beby's Ranch Owners within 120 days after the recordation of the final plat of the Property with the Travis County Clerk, then the Owner of the Property shall within 60 days after receipt of such request, (a) trim existing trees 8" caliper and greater, and remove existing trees less than 8" caliper within the private right-of-way of Hornsby Hill Road, as determined to be necessary or desirable to improve sight distance, particularly at curves, and (b) install signage such as "SLOW", "NARROW ROAD", or similar signage within the private right-of-way of Hornsby Hill Road, according to the reasonable directives contained in said written request made to the Owner of the Property.

4. Construction access for large trucks and equipment for the construction of the initial dwellings and the concurrent accessory improvements on Lots 2B, 2C and 2D of the Property, respectively, will be provided only through Lot 2A of the Property, with the access to Lot 2A for such purposes being limited to the area of Hornsby Hill Road shown as "Approximate Location of Temporary Construction Access" on the attached Exhibit "A", subject to applicable governmental approval.

5. The owners of Lots 2B, 2C and 2D of the Property are responsible for the repair of any material damage to Hornsby Hill Road which is caused by construction traffic related to the construction of the initial dwellings and the concurrent accessory improvements on their respective Lots. As security for, but not in limitation of, the performance of this obligation, each owner of such Lots must, prior to the initial construction of improvements on the Lot, either (a) deposit the sum of \$5,000 with an escrow agent for such purpose pursuant to an escrow agreement with the Beby's Ranch Owners, or (b) provide a corporate surety bond to the Beby's Ranch Owners for such purpose, or (c) provide a letter of credit from a federally insured financial institution to the Beby's Ranch Owners for such purpose, with the choice among these options being at the election of the respective Lot owner. Not later than 120 days after the recordation of the final plat of the Property with the Travis County Clerk, a representative or committee of the Beby's Ranch Owners shall be appointed to approve the terms of any such escrow, bond or letter of credit. Such appointment shall be made by a majority of the Beby's Ranch Owners who choose to participate in such decision, with written notice of the identity of the appointee(s) being given to the present Owner of all the Property.

6. The Owner of all the Property shall, prior to the construction of improvements on Lots 2B or 2C of the Property, either contribute \$20,000 for new improvements to the right (south) leg of Hornsby Hill Road by the Beby's Ranch Owners on the right (south) leg of Hornsby Hill Road, or reimburse the Beby's Ranch Owners on the right (south) leg of Hornsby Hill Road in the amount of \$20,000 for their prior expenditures for such improvements, as may be directed by a written notice to the Owner of the Property from or on behalf of a majority of the Beby's Ranch Owners on the right (south) leg of Hornsby Hill Road. Such written notice shall be delivered within 120 days after the recordation of the final plat of the Property with the Travis

County Clerk. If the notice is not timely delivered, construction may commence before the payment is made, but the payment obligation of the Owner will still exist.

The Owner of all the Property shall, prior to the construction of improvements on Lot 2D of the Property, either contribute \$10,000 for new improvements to the left (north) leg of Hornsby Hill Road by the Beby's Ranch Owners on the left (north) leg of Hornsby Hill Road, or reimburse the Beby's Ranch Owners on the left (north) leg of Hornsby Hill Road in the amount of \$10,000 for their prior expenditures for such improvements, as may be directed by a written notice to the Owner of the Property from or on behalf of a majority of the Beby's Ranch Owners on the left (north) leg of Hornsby Hill Road. Such written notice shall be delivered within 120 days after the recordation of the final plat of the Property with the Travis County Clerk. If the notice is not timely delivered, construction may commence before the payment is made, but the payment obligation of the Owner will still exist.

Nothing herein shall be construed to prohibit the Owner of the Property from requiring reimbursement of the amounts mentioned from the future owners of Lots 2B, 2C or 2D as a condition of the sale of such Lots, or from assigning the obligations mentioned above to the future owners of Lots 2B, 2C or 2D, provided that they assume such obligations by a written instrument that is expressly enforceable by the Beby's Ranch Owners.

7. The occupants of the Property shall not park vehicles on Hornsby Hill Road. The owners of Lots 2B, 2C and 2D of the Property shall provide adequate room on such Lots for construction related parking and vehicles related to construction of the homes on such Lots shall not park on Hornsby Hill Road. If any construction related vehicles park on Hornsby Hill Road, any of the Beby's Ranch Owners shall have the right to cause them to be towed without being liable therefor. The Owner of the Property shall support any effort by the Beby's Ranch Owners to have Hornsby Hill Road designated as a fire lane where no vehicular parking is allowed.

8. The Property shall never be subdivided into more than four (4) lots, and no lot within the Property shall have more than one (1) single family residence and customary accessory improvements located thereon.

9. If any person or entity shall violate or attempt to violate this agreement and covenant, it shall be lawful for the Beby's Ranch Owners, individually or collectively, to prosecute proceedings, at law or in equity, against such person or entity violating or attempting to violate such agreement or covenant, to prevent the person or entity from such actions, and to collect damages for such actions.

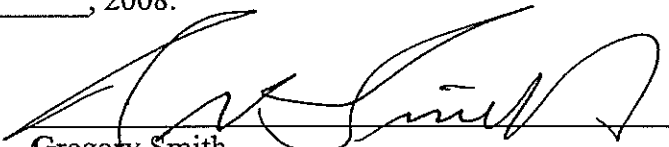
10. If any part of this agreement or covenant shall be declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full effect.

11. This agreement may be modified, amended, or terminated only by joint action of both (a) all the owner(s) of the Property at the time of such modification, amendment or termination, and (b) the affirmative vote of three-fourths (3/4) of the then owners of all the other lots or blocks shown by the plat of the said Beby's Ranch Subdivision No. 1, voting according to front footage holdings on the 715 foot contour line as established by the Lower Colorado River Authority

(each such front foot counting as one vote), evidenced by a written agreement signed and acknowledged by such three-fourths (3/4) of said owners.

When the context requires, singular nouns and pronouns include the plural.

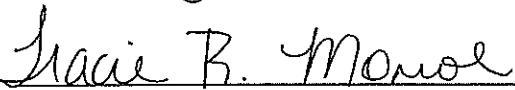
EXECUTED this 15th day of August, 2008.



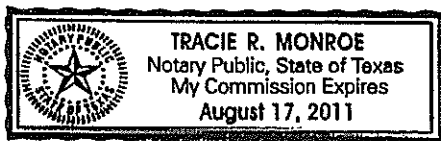
Gregory Smith

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on August 1, 2008
by Gregory Smith.



Notary Public - State of Texas



SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This Agreement is made and entered into by and between Gregory Smith (the "Subdivider") and Travis County, Texas (the "County"), hereinafter collectively referred to as the "Parties".

WHEREAS, the Subdivider owns the tract of real property described in Exhibit "A", which is attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of "Resubdivision of Lot 2, Block F, Resubdivision of Beby's Ranch Subdivision No. 1, Block F" (the "Subdivision");

WHEREAS, the County desires to set forth the Subdivider's responsibility for the construction of the Subdivision's private on-site detention facilities or other approved methods of stormwater runoff control (the "Improvements");

NOW, THEREFORE, the Parties agree as follows:

I. Subdivider's Obligations

A. Improvements. The Subdivider shall construct the Improvements as required to comply with the County's Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards"). The Improvements will conform to the construction plans, permits, and specifications approved by the County prior to commencement of construction.

B. Security. To secure the Subdivider's obligations, the Subdivider will provide a financial guarantee of performance in the amount of the estimated cost of constructing the Improvements (the "Security"), which has been determined by a professional engineer and approved by the County's Transportation and Natural Resources Department ("TNR"). The professional engineer's approved estimate is attached hereto and made a part hereof as Exhibit "B". The Security must be in a form approved for use in the Standards or otherwise approved by the County Attorney's Office.

C. Alternative Fiscal. Notwithstanding any other provisions of this Agreement, the Subdivider may request the Commissioners Court to hold the administratively approved plat in abeyance until all the Improvements in the Subdivision have been constructed and approved by the County. If this alternative is chosen, the Subdivider must post fiscal security to secure restoration of disturbed areas should construction not be completed. Upon satisfactory completion, the submitted plat shall be forwarded to the Commissioners Court for approval and recording, provided adequate fiscal security has been posted to secure the one year Construction Performance Period described below.

D. Completion. The Improvements must be constructed no later than three (3) years after the effective date of this Agreement. This period may be extended by the delivery to the County at least forty five (45) days prior to the expiration of the Security of an extension of the Security in a form approved by the County. Upon completion of the Improvements, the Subdivider will provide the County with a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

E. Warranty. The Subdivider warrants the Improvements will be free from defects for a period of one (1) year from the date the County approves the construction of the Improvements (the "Performance Period"). The Subdivider shall correct and repair any defects in materials or workmanship, including design inadequacies and damage to or deterioration of the Improvements that occur before and during this Performance Period due to any cause.

F. Increase in Security. If the County determines the cost of constructing the Improvements exceeds the posted Security, within thirty (30) days after notice and demand, the Subdivider shall provide additional Security in an amount equal to the additional estimated cost.

G. Reduction in Security. During the construction of the Improvements, the Security may be reduced in accordance with the percentage of completion of the construction. The Executive Manager of TNR will execute Statements of Partial Reductions in the Amount of Security, when provided with the following documentation:

- 1) a professional engineer's certification of quantities of work completed;
- 2) a contractor's invoice for work completed; and
- 3) a TNR inspection report, indicating the completion of the portion of the work represented by the contractor's invoice.

After the approval of the construction of the private Improvements, the Security posted for the private Improvements will be fully released. In addition, the County agrees to release or reduce, as appropriate, the Security provided by the Subdivider, if the County accepts a substitute Security for all or any portion of the Improvements.

H. Covenant, Restriction, and Condition. In the event that the Improvements are not constructed to County Standards and the required Security has expired, the Subdivider shall not sell, transfer, or convey any of the lots in the Subdivision until sufficient Security has been posted with the County for the completion of the construction.

II. County's Obligations

A. Inspection and Approval. The County will inspect the Improvements during and at the completion of construction. If the Improvements are completed in accordance with the Standards, the County will approve the Improvements.

B. Notice of Defect. The County will notify the Subdivider, if an inspection reveals that any portion of the Improvements is not constructed in accordance with the Standards or is otherwise defective. However, the County is not responsible for the construction of the Improvements, the quality of the material, or the construction methods utilized. In addition, the County is not responsible for making continuous on-site inspections of the construction work and the County has no privity with or responsibility for the construction contractor or any subcontractors. The Subdivider will have thirty (30) days from such notice to cure the defect. It is an event of default under this Agreement, if the defect is not cured prior to the expiration of the time to cure.

C. Performance Period Security Release. (Deleted due to there being no Improvements dedicated to the public.)

D. Conditions to Draw on Security. The County may draw upon any Security posted under this Agreement upon the occurrence of one or more of the following events:

- a. The failure of the Subdivider to construct the Improvements to the applicable County Standards;
- b. The Subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;
- c. The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;
- d. The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or
- e. The determination by the Commissioners Court that the completion of one or more of the Improvements is in the public interest.

E. Notice of Intent to Draw. The County shall provide ten (10) days written notice of the occurrence of such an event to the Subdivider with a copy provided to any fiscal surety, lender, or escrow agent. The notice will include a statement that the County intends to provide for the performance of some or all of Subdivider's obligations hereunder for the construction of the Improvements, if the failure is not cured. The County shall be entitled to draw the amount it considers necessary to perform the Subdivider's obligations under this Agreement up to the total amount allocated for the Improvements. In lieu of a drawing based on an event described in subparagraphs (b) or (c), above, the County may accept a substitute Security.

F. Use of Proceeds.

- 1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.
- 2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the public interest by completing the Improvements.
- 3) The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements, if any, is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.
- 4) The Subdivider has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.
- 5) All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the County.
- 6) The County shall disperse all or portions of the Escrowed Funds as Improvements are completed by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of the Improvements.
- 7) Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with any interest accrued thereon, shall be paid by the County to the Issuer of the Security or, if the Security was originally in the form of cash, to the Subdivider, no later than sixty (60) days following the County's approval of the Improvement or its decision not to complete the Improvements using Escrowed Funds, whichever date is earlier.

G. Releases. The Executive Manager will, subject to the performance of the Subdivider of its obligations under this agreement and the Travis County Standards for Construction of Streets & Drainage in Subdivisions, execute such releases of this Agreement as are necessary and reasonable upon the request of the Subdivider or a purchaser of a portion of the Property.

III. MISCELLANEOUS

A. Covenants, Restrictions, and Conditions. These Covenants, Restrictions, and Conditions will operate as covenants running with the land and will be binding upon the Subdivider and the Subdivider's legal representatives, successors and assigns.

B. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the actual cost of completing the Improvements in conformance with the County's Standards, including without limitation its associated administrative expenses.

C. Remedies. The remedies available to the County and the Subdivider under this Agreement and the laws of Texas are cumulative in nature.

D. Third Party Rights. No non-party shall have any right of action under this Agreement, nor shall any such non-party, including without limitation a trustee in bankruptcy, have any interest in or claim to funds drawn on the posted Security and held in escrow by the County in accordance with this Agreement.

E. Indemnification. The Subdivider shall indemnify and hold the County harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees, for the defense of such claims and demands, arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the County, if the County is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements.

F. No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The County's failure to enforce any provision will not constitute a waiver or estoppel of the right to do so.

G. Attorney's Fees. The prevailing party in any litigation hereunder is entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs.

H. Successors and Assigns. This Agreement is binding on the Subdivider and the heirs, successors, and assigns of the Subdivider and on any person acquiring an ownership interest in the Property through the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the written approval of the County; provided the County's approval shall not be unreasonably withheld if the Subdivider's assignee expressly assumes all obligations of the Subdivider under this Agreement. An assignment shall not be construed as releasing the Subdivider from Subdivider's obligations under this Agreement and Subdivider's obligations hereunder shall continue notwithstanding any assignment approved pursuant to this Paragraph unless and until the County executes and delivers to the Subdivider a written release. The County agrees to release the Subdivider, if the Subdivider's assignee expressly assumes the Subdivider's obligations under this Agreement and has posted the Security required by this Agreement. The County in its sole discretion may assign some or all of its rights under this Agreement and any such assignment shall be effective upon notice to the Subdivider.

I. Expiration. This Agreement will terminate upon the vacation of the Subdivision by the Subdivider or the completion of the Subdivider's obligations under this Agreement, whichever occurs first.

J. Notice. Any notice under this Agreement must be in writing and will be effective when personally delivered or three (3) days after deposit in the U.S. Mail, postage prepaid, certified with return receipt requested, and addressed as follows:

Subdivider: Gregory Smith
1004 MoPac Circle, Suite 200
Austin, Texas 78746

County: Transportation & Natural Resources Department
P.O. Box 1748
Austin, Texas 78767
Attn: Executive Manager

Copy to: Travis County Attorney's Office
P.O. Box 1748
Austin, Texas 78767

The parties may change their respective addresses for notice to any other location in the United States in accordance with the provisions of this Paragraph.

K. Severability. If any provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability shall not affect the validity of any other provision and the rights of the parties will be construed as if such provision was never part of this Agreement.

L. Jurisdiction and Venue. This Agreement concerns real property located in Travis County, Texas, and shall be governed and construed under Texas law. Venue for any action arising under this Agreement shall be exclusively in Travis County, Texas.

M. Captions Immaterial. The captions or headings of the paragraphs of this Agreement are for convenience only and shall not be considered in construing this Agreement.

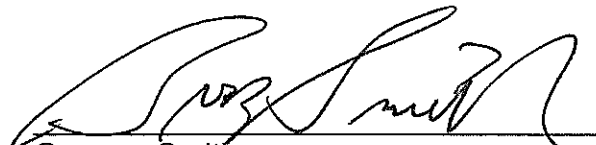
N. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any oral representations or modifications concerning this Agreement shall be of no force or effect, except a subsequent written modification executed by both parties. NO OFFICIAL, EMPLOYEE, OR AGENT OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, MODIFY, OR OTHERWISE CHANGE THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

This Agreement is executed as of the dates set forth below and is effective upon approval by the County of the final plat for the Subdivision or upon approval of Alternative Fiscal in accordance with County regulations.

TRAVIS COUNTY, TEXAS

SUBDIVIDER:

County Judge



Gregory Smith

Date: _____

Date: 05/06/08

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 6th day of May, 2008
by Gregory Smith.



Tracie R. Monroe
Signature of Notary

After Recording Return to:

Executive Manager, Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78767

EXHIBIT A: DESCRIPTION OF PROPERTY

Lot 2, Block F, Resubdivision of Beby's Ranch Subdivision No. 1, Block F, according to the plat thereof recorded at Volume 97, Pages 157-158 of the Plat Records of Travis County, Texas.

(and intended to be further resubdivided)

Prossner and Associates, Inc.

EXHIBIT B

Consulting Engineers

2601 Chitina Court
Cedar Park, Texas 78613
(512) 918-3343

March 4, 2008

Mr. John Ellis, P.E.
Transportation and Natural Resources
Travis County
411 West 13th Street
Austin, Texas 78701

Project: Resubdivision of Lot 2, Bebe's Ranch Subdivision

Mr. Ellis,

Attached please find an Engineer's Estimate of Probable Construction Cost associated with the construction of detention ponds required for the Resubdivision of Lot 2, Bebe's Ranch Subdivision located off Hornsby Hill Road. The estimate is based on the plans previously sent to you which showed probable locations and sizes for detention facilities to be constructed on Lots 2B, 2C and 2D. The estimate is based on costs of ponds of a similar size that we have previously designed and inspected through final completion. We feel the estimate is accurate for the improvements proposed.

If the estimate is acceptable, please reply to Mr. Richard Crank such that he can proceed with posting the fiscal, paying the required inspection fees and obtaining final plat approval.

Please contact our office if there are any additional issues that need to be addressed.

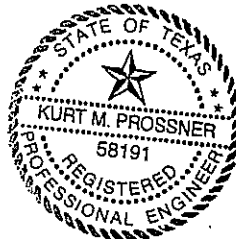
Sincerely,



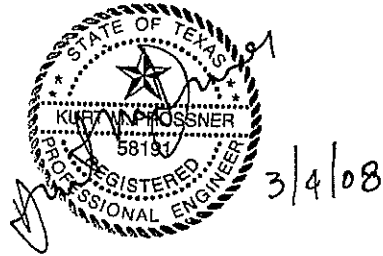
Kurt M. Prossner, P.E.

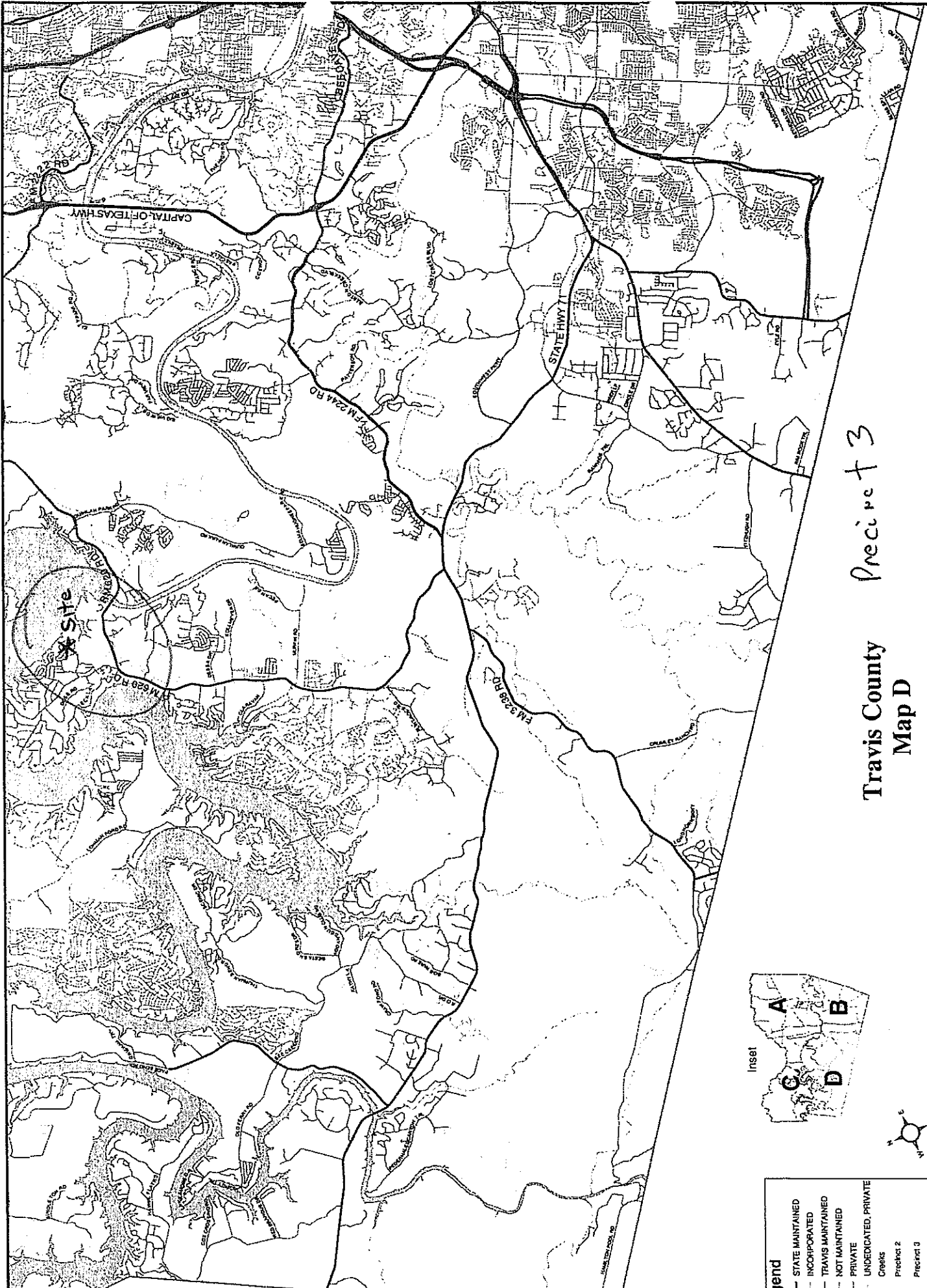
cc Mr. Richard Crank

file:greg_s_smith/estimate_letter.doc

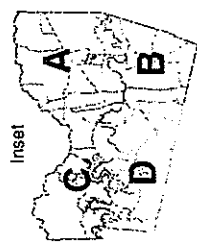


		Resub. Of Lot 2, Bebe's Ranch Subdivision				
Travis County		Hornsby Hill Road				
		Construction Cost BID				
	No.	Description	Est. Qty.	Units	Cost/Unit	Item Cost
STREET DRAINAGE						
	1	Detention Pond Lot 2B	1.0	EA	\$8,800.00	\$8,800.00
	1	Detention Pond Lot 2C	1.0	EA	\$8,800.00	\$8,800.00
	1	Detention Pond Lot 2D	1.0	EA	\$8,800.00	\$8,800.00
TOTAL						\$26,400.00

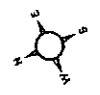




**Travis County
Map D**
Precinct 3



Inset



gend	
—	STATE MAINTAINED
—	INCORPORATED
—	TRAVIS MAINTAINED
—	NOT MAINTAINED
—	PRIVATE
—	UNDEDICATED, PRIVATE
—	Creeks
—	Precinct 2
—	Precinct 3
—	Precinct 4

Map Prepared by Travis County, Dept. of Transportation & Natural Resources. Date: 12/27/2004. Author: Heidi Doss

Text Scale:
1 inch equals 1.04 miles
1 inch equals 6.476 feet

0 0.5 1 Miles

Data Sources: Precinct Boundaries 2002
Roads - File maintained by Travis County, updated December 2004. Water Bodies - File of Aerial Imagery

Disclaimer: This map data was created for general reference. The data is provided "as is" with no warranties of any kind. If errors are found, please contact the GIS Coordinator at gis@co.travis.tx.us so that corrections can be made.

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:

Voting Session:

August 19, 2008

I. A. Request made by:

Rodney Rhoades, Executive Manager, Planning & Budget (49106)

RECEIVE REVISED FY '09 BUDGET AGENDA WORKSHEET THAT INCLUDES TOPICS DISCUSSED DURING BUDGET HEARINGS AND THAT SERVES TO IDENTIFY POTENTIAL TOPICS TO BE ADDRESSED DURING THE FY '09 BUDGET MARK UP SCHEDULED FOR SEPTEMBER 3, 4 AND 5, 2008.

Approved by:

Signature of Commissioner(s) or County Judge

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

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- _____ Contract, Agreement, Policy & Procedure

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

August 19th

2:00 P.M.

VOTING

SESSION



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: _____

Bonnie Floyd 8-14-08

Voting Session: Tuesday, August 19, 2008

REQUESTED ACTION: INTERVIEW TOP TWO RANKED FIRMS (RANDY C. CAIN, SUSAN C. ROCHA AND GREGG W. KNAUPE WITH SANTOS ALLIANCES) (RFS NO. S080215-VR) LEGISLATIVE ADVOCACY SERVICES AND AUTHORIZE PURCHASING AGENT TO COMMENCE NEGOTIATIONS WITH TOP RANKED FIRM.
(COMMISSIONERS COURT)

Points of Contact:

Purchasing: Vania Ramaekers

Department: (COMMISSIONERS COURT)

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.

Subject RFS closed on June 16, 2008. Seven proposals were received in response to the solicitation. The Evaluation Committee, made up of representatives from TNR, the Sheriff's Office, Justice of the Peace Pct. 2, the County Attorney's Office, Criminal Court Administration and Purchasing (non-voting member), reviewed and evaluated (scored) the responses. All responses met the basic minimum criteria. However, it is the committee's recommendation to only "shortlist" the top two ranking firms Randy C. Cain & Susan C. Rocha, Austin, Texas, and Gregg W. Knaupe, (Santos Alliances) Austin, Texas for oral interviews.

The Evaluation Committee based their recommendation on the following key areas:

- Work plan approach, (Bench Strength)
- Experience in understanding county functions,
- Understanding demonstrated in the proposal plan to carry this project through the entire legislative process and beyond, into special sessions if needed, plus
- The combined average high scores

The Interviews will be based on pre-established questions to determine the most qualified firm. The Purchasing Agent further requests authorization to begin negotiations with selected firm.

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

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$0.00 (Estimated quantity)

Contract Type: (choose from drop list)

Contract Period:

➤ **Contract Modification Information:**

Modification Amount: \$0.00 (Firm Amount) (Add'l. comments)

Modification Type: N/A

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: NA

Responses Received: 7

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:

➤ **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s):

Comments:

➤ **Statutory Verification of Funding:**

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

**Legislative Advocacy Services
S080215-VR**

ACTION APPROVAL

Commence Negotiations: Approved: _____
(In Rank Order after Oral Presentations)

Disapproved: _____

Samuel T. Biscoe
County Judge

Date

**S080215-VR Evaluation Matrix
SUMMARY LIST**

Ranking #	Vendor Name	Total Score	Average Score
1	Randy C. Cain & Susan C. Rocha	16.900	3.380
2	Gregg W. Knaupe Santos Alliances	14.200	2.840
3	Hoskins & Associates LLC	11.550	2.310
4	Texas Horizon	11.450	2.290
5	Kyle Frazier	9.550	1.910
6	James W. Mathis	8.400	1.680
7	Capitol City Solutions	8.000	1.600

EVALUATION CRITERIA MATRIX
RFS No. 080215-VR, Legislative Advocacy Services

Item	Firms and Evaluation Criteria	Member A	Member B	Member C	Member D	Member E	Total Score	Average Score
Kyle Frazier								
A.	2.1 Work Plan (30%)	0.300	0.000	0.900	0.000	0.300		
B.	2.2 Cost and Fees (25%)	1.000	0.500	0.750	0.250	0.750		
C.	2.3 Qualifications, Experience & Knowledge of KEY individuals (20%)	0.200	0.000	1.000	0.400	0.400		
D.	2.4 Number of Years providing Services (15%)	0.300	0.000	0.750	0.300	0.450		
E.	2.5 Qualifications and Experience in providing services as outlined in "Part II" Scope of Services (10%)	0.200	0.000	0.400	0.200	0.200		
TOTALS		2.000	0.500	3.800	1.150	2.100	9.550	1.910
Texas Horizon								
A.	2.1 Work Plan (30%)	0.900	0.300	1.200	0.300	0.600		
B.	2.2 Cost and Fees (25%)	1.000	0.500	0.750	0.250	0.750		
C.	2.3 Qualifications, Experience & Knowledge of KEY individuals (20%)	0.400	0.200	0.600	0.200	0.600		
D.	2.4 Number of Years providing Services (15%)	0.300	0.150	0.600	0.300	0.450		
E.	2.5 Qualifications and Experience in providing services as outlined in "Part II" Scope of Services (10%)	0.300	0.100	0.400	0.000	0.300		
TOTALS		2.900	1.250	3.550	1.050	2.700	11.450	2.290
Capitol City Solutions								
A.	2.1 Work Plan (30%)	0.900	0.300	0.000	0.300	0.600		
B.	2.2 Cost and Fees (25%)	1.000	0.750	0.500	0.250	0.750		
C.	2.3 Qualifications, Experience & Knowledge of KEY individuals (20%)	0.200	0.000	0.200	0.000	0.600		
D.	2.4 Number of Years providing Services (15%)	0.150	0.000	0.450	0.000	0.450		
E.	2.5 Qualifications and Experience in providing services as outlined in "Part II" Scope of Services (10%)	0.200	0.000	0.100	0.000	0.300		
TOTALS		2.450	1.050	1.250	0.550	2.700	8.000	1.600
Hoskins & Associates LLC								
A.	2.1 Work Plan (30%)	0.900	0.300	1.200	0.300	0.900		
B.	2.2 Cost and Fees (25%)	1.000	0.750	0.500	0.500	0.750		
C.	2.3 Qualifications, Experience & Knowledge of KEY individuals (20%)	0.600	0.200	0.600	0.000	0.600		
D.	2.4 Number of Years providing Services (15%)	0.450	0.150	0.300	0.150	0.300		
E.	2.5 Qualifications and Experience in providing services as outlined in "Part II" Scope of Services (10%)	0.300	0.100	0.400	0.000	0.300		
TOTALS		3.250	1.500	3.000	0.950	2.850	11.550	2.310
Gregg W. Knaupe / Santos Alliances								
A.	2.1 Work Plan (30%)	0.900	0.600	1.200	0.600	0.900		
B.	2.2 Cost and Fees (25%)	1.000	0.500	0.250	0.500	0.500		
C.	2.3 Qualifications, Experience & Knowledge of KEY individuals (20%)	0.800	0.400	0.800	0.400	1.000		
D.	2.4 Number of Years providing Services (15%)	0.600	0.450	0.300	0.300	0.600		
E.	2.5 Qualifications and Experience in providing services as outlined in "Part II" Scope of Services (10%)	0.400	0.200	0.300	0.200	0.500		
TOTALS		3.700	2.150	2.850	2.000	3.500	14.200	2.840

EVALUATION CRITERIA MATRIX
RFS No.S080215-VR, Legislative Advocacy Services
(Cumulative Scoring, First Round of Firm Selections)

Item	Firms and Evaluation Criteria	Member A	Member B	Member C	Member D	Member E	Total Score	Average Score
	Randy C. Cain & Susan C. Rocha							
A.	2.1 Work Plan (30%)	1.200	1.200	1.200	0.900	1.200		
B.	2.2 Cost and Fees (25%)	0.500	0.750	0.000	0.500	0.500		
C.	2.3 Qualifications, Experience & Knowlegde of KEY individuals (20%)	0.800	0.800	0.600	0.800	1.000		
D.	2.4 Number of Years providing Services (15%)	0.600	0.600	0.600	0.450	0.600		
E.	2.5 Qualifications and Experience in providing services as outlined in "Part II" Scope of Services (10%)	0.400	0.400	0.400	0.400	0.500		
	TOTALS	3.500	3.750	2.800	3.050	3.800	16.900	3.380
	James W. Mathis							
A.	2.1 Work Plan (30%)	0.600	0.300	0.900	0.000	0.600		
B.	2.2 Cost and Fees (25%)	0.250	0.000	0.000	0.000	0.250		
C.	2.3 Qualifications, Experience & Knowlegde of KEY individuals (20%)	0.400	0.200	1.000	0.200	0.600		
D.	2.4 Number of Years providing Services (15%)	0.450	0.150	0.600	0.300	0.600		
E.	2.5 Qualifications and Experience in providing services as outlined in "Part II" Scope of Services (10%)	0.200	0.100	0.200	0.200	0.300		
	TOTALS	1.900	0.750	2.700	0.700	2.350	8.400	1.680

EVALUATION CRITERIA MATRIX
RFS No. 080215-VR, Legislative Advocacy Services

Member- A

Evaluation Factors	Weighted Factor	Kyle Frazier		Texas Horizon		Capitol City Solutions		Hoskins & Associates LLC		Gregg W. Knaupe Santos Alliances		Randy C. Cain & Susan C. Rocha		James W. Mathis	
		Raw Score	Total Score	Raw Score	Total Score	Raw Score	Total Score	Raw Score	Total Score	Raw Score	Total Score	Raw Score	Total Score	Raw Score	Total Score
A 2.1 Work Plan	30%	1	0.300	3	0.900	3	0.900	3	0.900	3	0.900	4	1.200	2	0.600
B 2.2 Cost and Fees	25%	4	1.000	4	1.000	4	1.000	4	1.000	4	1.000	2	0.500	1	0.250
C 2.3 Qualifications, Experience & Knowledge of KEY individuals	20%	1	0.200	2	0.400	1	0.200	3	0.600	4	0.800	4	0.800	2	0.400
D 2.4 Number of Years providing Services	15%	2	0.300	2	0.300	1	0.150	3	0.450	4	0.600	4	0.600	3	0.450
E 2.5 Qualifications and Experience in providing services as outlined in "Part II" Scope of Services	10%	2	0.200	3	0.300	2	0.200	3	0.300	4	0.400	4	0.400	2	0.200
Total Overall Score			2.000		2.900		2.450		3.250		3.700		3.500		1.900

Evaluation Instructions:

Each Factor Above is worth up to 5 points.

Evaluate each proposal against the criteria and assign points (1-5) for each factor, based on the following scale:

- 0. Not Acceptable
- 1. Minimally Acceptable
- 2. Acceptable
- 3. Slightly above acceptable
- 4. Significantly above acceptable
- 5. Superior

e.g. 30% x 4 = 1.2 (total score)

EVALUATION CRITERIA MATRIX
RFS No. 080215-VR, Legislative Advocacy Services

Member - B

Evaluation Factors	Weighted Factor	Kyle Frazier		Texas Horizon		Capitol City Solutions		Hoskins & Associates LLC		Gregg W. Knaupe Santos Alliances		Randy C. Cain & Susan C. Rocha		James W. Mathis	
		Raw Score	Total Score	Raw Score	Total Score	Raw Score	Total Score	Raw Score	Total Score	Raw Score	Total Score	Raw Score	Total Score	Raw Score	Total Score
A 2.1 Work Plan	30%	0	0.000	1	0.300	1	0.300	1	0.300	2	0.600	3	0.900	0	0.000
B 2.2 Cost and Fees	25%	1	0.250	1	0.250	1	0.250	2	0.500	2	0.500	2	0.500	0	0.000
C 2.3 Qualifications, Experience & Knowledge of KEY individuals	20%	2	0.400	1	0.200	0	0.000	0	0.000	2	0.400	4	0.800	1	0.200
D 2.4 Number of Years providing Services	15%	2	0.300	2	0.300	0	0.000	1	0.150	2	0.300	3	0.450	2	0.300
E 2.5 Qualifications and Experience in providing services as outlined in "Part II" Scope of Services	10%	2	0.200	0	0.000	0	0.000	0	0.000	2	0.200	4	0.400	2	0.200
Total Overall Score			1.150		1.050		0.550		0.950		2.000		3.050		0.700

Evaluation Instructions:

Each Factor Above is worth up to 5 points.

Evaluate each proposal against the criteria and assign points (1-5) for each factor, based on the following scale:

- 0. Not Acceptable
 - 1. Minimally Acceptable
 - 2. Acceptable
 - 3. Slightly above acceptable
 - 4. Significantly above acceptable
 - 5. Superior
- e.g. 30% x 4 =1.2 (total score)

EVALUATION CRITERIA MATRIX
RFS No. 080215-VR, Legislative Advocacy Services

Member - C

Evaluation Factors	Weighted Factor	Kyle Frazier		Texas Horizon		Capitol City Solutions		Hoskins & Associates LLC		Gregg W. Knaupe Santos Alliances		Randy C. Cain & Susan C. Rocha		James W. Mathis	
		Raw Score	Total Score	Raw Score	Total Score	Raw Score	Total Score	Raw Score	Total Score	Raw Score	Total Score	Raw Score	Total Score	Raw Score	Total Score
A 2.1 Work Plan	30%	1	0.300	2	0.600	2	0.600	3	0.900	3	0.900	4	1.200	2	0.600
B 2.2 Cost and Fees	25%	3	0.750	3	0.750	3	0.750	3	0.750	2	0.500	2	0.500	1	0.250
C 2.3 Qualifications, Experience & Knowledge of KEY individuals	20%	2	0.400	3	0.600	3	0.600	3	0.600	5	1.000	5	1.000	3	0.600
D 2.4 Number of Years providing Services	15%	3	0.450	3	0.450	3	0.450	2	0.300	4	0.600	4	0.600	4	0.600
E 2.5 Qualifications and Experience in providing services as outlined in "Part II" Scope of Services	10%	2	0.200	3	0.300	3	0.300	3	0.300	5	0.500	5	0.500	3	0.300
	Total Overall Score		2.100		2.700		2.700		2.850		3.500		3.800		2.350

Evaluation Instructions:

Each Factor Above is worth up to 5 points.

Evaluate each proposal against the criteria and assign points (1-5) for each factor, based on the following scale:

- 0. Not Acceptable
 - 1. Minimally Acceptable
 - 2. Acceptable
 - 3. Slightly above acceptable
 - 4. Significantly above acceptable
 - 5. Superior
- e.g. 30% x 4 = 1.2 (total score)

RFS No. 080215-VR, Legislative Advocacy Services

Member - D

Evaluation Factors	Weighted Factor	Kyle Frazier		Texas Horizon		Capitol City Solutions		Hoskins & Associates LLC		Gregg W. Knaupe Santos Alliances		Randy C. Cain & Susan C. Rocha		James W. Mathis	
		Raw Score	Total Score	Raw Score	Total Score	Raw Score	Total Score	Raw Score	Total Score	Raw Score	Total Score	Raw Score	Total Score	Raw Score	Total Score
A 2.1 Work Plan	30%	3	0.900	4	1.200	0	0.000	4	1.200	4	1.200	4	1.200	3	0.900
B 2.2 Cost and Fees	25%	3	0.750	3	0.750	2	0.500	2	0.500	1	0.250	0	0.000	0	0.000
C 2.3 Qualifications, Experience & Knowledge of KEY individuals	20%	5	1.000	3	0.600	1	0.200	3	0.600	4	0.800	3	0.600	5	1.000
D 2.4 Number of Years providing Services	15%	5	0.750	4	0.600	3	0.450	2	0.300	2	0.300	4	0.600	4	0.600
E 2.5 Qualifications and Experience in providing services as outlined in "Part II" Scope of Services	10%	4	0.400	4	0.400	1	0.100	4	0.400	3	0.300	4	0.400	2	0.200
Total Overall Score			3.800		3.550		1.250		3.000		2.850		2.800		2.700

Evaluation Instructions:

Each Factor Above is worth up to 5 points.

Evaluate each proposal against the criteria and assign points (1-5) for each factor, based on the following scale:

- 0. Not Acceptable
 - 1. Minimally Acceptable
 - 2. Acceptable
 - 3. Slightly above acceptable
 - 4. Significantly above acceptable
 - 5. Superior
- e.g. 30% x 4 = 1.2 (total score)

EVALUATION CRITERIA MATRIX
RFS No. 080215-VR, Legislative Advocacy Services

Member - E

Evaluation Factors	Weighted Factor	Kyle Frazier		Texas Horizon		Capitol City Solutions		Hoskins & Associates LLC		Gregg W. Knaupe Santos Alliances		Randy C. Cain & Susan C. Rocha		James W. Mathis	
		Raw Score	Total Score	Raw Score	Total Score	Raw Score	Total Score	Raw Score	Total Score	Raw Score	Total Score	Raw Score	Total Score	Raw Score	Total Score
A 2.1 Work Plan	30%	0	0.000	1	0.300	1	0.300	2	0.600	4	1.200	1	0.300		
B 2.2 Cost and Fees	25%	2	0.500	3	0.750	3	0.750	2	0.500	3	0.750	0	0.000		
C 2.3 Qualifications, Experience & Knowledge of KEY individuals	20%	0	0.000	1	0.200	0	0.000	1	0.200	2	0.400	4	0.800	1	0.200
D 2.4 Number of Years providing Services	15%	0	0.000	1	0.150	0	0.000	1	0.150	3	0.450	4	0.600	1	0.150
E 2.5 Qualifications and Experience in providing services as outlined in "Part II" Scope of Services	10%	0	0.000	1	0.100	0	0.000	1	0.100	2	0.200	4	0.400	1	0.100
Total Overall Score			0.500		1.250		1.050		1.500		2.150		3.750		0.750

Evaluation Instructions:

Each Factor Above is worth up to 5 points.

Evaluate each proposal against the criteria and assign points (1-5) for each factor, based on the following scale:

- 0. Not Acceptable
 - 1. Minimally Acceptable
 - 2. Acceptable
 - 3. Slightly above acceptable
 - 4. Significantly above acceptable
 - 5. Superior
- e.g. 30% x 4 =1.2 (total score)

Travis County Bee Cave Road District Agenda Request

Meeting Date: August 19, 2008

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

B. Specific Agenda Wording:

CONSIDER AND TAKE ACTION ON AN ORDER AUTHORIZING THE ISSUANCE AND SALE OF TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1 UNLIMITED TAX ROAD BONDS, SERIES 2008; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; APPROVING THE OFFICIAL STATEMENT AND PURCHASE CONTRACT; AND ENACTING OTHER PROVISIONS RELATING THERETO.

C. Sponsor: _____
County Commissioner or County Judge

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

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

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

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




D. Ladd Pattillo & Associates, Inc.

RECEIVED
COUNTY JUDGE'S OFFICE
08 AUG 12 PM 2:56

MEMORANDUM

To: Travis County Commissioner's Court

From: D. Ladd Pattillo
Financial Advisor to Travis County 

Date: August 12, 2008

Subject: Feasibility Report on Proposed Bond Issue

Pursuant to the Road District Policy of the Travis County Commissioner's Court, I hereby offer my report of the feasibility of the issuance of debt obligations by the Travis County Bee Cave Road District No. 1, to wit:

**\$14,585,000 Travis County Bee Cave Road District No. 1,
Unlimited Tax Road Bonds, Series 2008**

As financial advisor to Travis County and the District, I find the following:

1. The proposed bond issue can be sold in a manner consistent with the District's current plan of financing, specifically the terms and conditions set forth in the Road District Operations Agreement, dated October 31, 2006.
2. The proposed bond issue will not adversely affect the County's credit or credit rating.
3. The proposed bond issue will not adversely affect the County's ability to conduct its overall operations in a financially sound and timely way.