



Travis County Commissioners Court Agenda Request

Voting Session September 2, 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 \$789,650.50, for the period of August 15, 2008 to August 21, 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)

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: September 2, 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 15, 2008 to August 21, 2008

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$789,650.50

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 \$789,650.50.

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 15, 2008 TO AUGUST 21, 2008**

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

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: September 2, 2008
 TO: Susan Spataro, County Auditor
 FROM: Dan Mansour, Risk Manager
 COUNTY DEPT. Human Resources Management Department (HRMD)

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

PERIOD OF PAYMENTS PAID:
 FROM: August 15, 2008
 TO: August 21, 2008

REIMBURSEMENT REQUESTED: \$ 789,650.50

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$	1,327,750.00
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: August 26, 2008	\$	(538,099.67)
Adjust to balance per UHC	\$	0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$	789,650.50
PAYMENTS DEEMED NOT REIMBURSABLE	\$	-
TRANSFER OF FUNDS REQUESTED:	\$	789,650.50

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


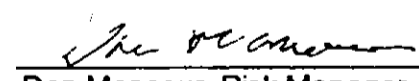
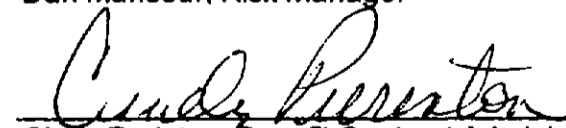
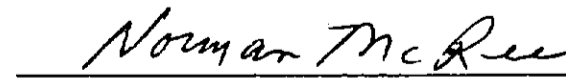
All claims over \$25,000 (2 this week totaling \$82,202.70) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

Fifteen percent (15%) of all claims under \$25,000 (\$108,173.42) 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 \$22,387.03.

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.

	8-25-08
Linda Moore Smith, Director	Date
	8-25-08
Dan Mansour, Risk Manager	Date
	8/25/08
Cindy Purinton, Benefit Contract Administrator	Date
	8/25/08
Norman McRee, Financial Analyst	Date

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

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

FROM: UNITED HEALTH GROUP
 AB5

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2008-08-22 REQUEST AMOUNT: \$1,327,750.00

CUSTOMER ID: 00000701254
 CONTRACT NUMBER: 00701254 00709445
 BANK ACCOUNT NUMBER: 0475012038
 FUNDING ABA NUMBER: 02000021
 FREQUENCY: FRIDAY INITIATOR: CUST METHOD: ACH BASIS: BALANCE
 ADVICE FREQUENCY: DAILY

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2008-08-21	\$ 46,037.67
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,338,718.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	\$1,292,680.33
+ CURRENT DAY NET CHARGE:	\$35,069.67
+ FUNDING ADJUSTMENTS:	\$00.00

REQUEST AMOUNT: \$1,327,750.00

ACTIVITY FOR WORK DAY: 2008-08-15

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$344,737.85	\$00.00	\$344,737.85
TOTAL:	\$344,737.85	\$00.00	\$344,737.85

ACTIVITY FOR WORK DAY: 2008-08-18

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$164,714.29	\$00.00	\$164,714.29

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2008_08_21

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	-174.72	NN	1542257	A	17	8/21/2008	200	8/18/2008	8/21/2008
701254	632	-186.04	UU	62106591	AH	6	5/16/2008	50	8/22/2008	8/21/2008
701254	632	-193.54	NN	1852104	AH	7	8/21/2008	200	8/18/2008	8/21/2008
701254	632	-196.32	NN	1680999	AE	5	8/21/2008	200	8/18/2008	8/21/2008
701254	632	-203.39	NN	1647984	AH	8	8/21/2008	200	8/18/2008	8/21/2008
701254	632	-224.08	NN	1322524	AE	8	8/21/2008	200	8/18/2008	8/21/2008
701254	632	-231.2	NN	1119028	AI	11	8/21/2008	200	8/18/2008	8/21/2008
701254	632	-293.97	NN	1702736	AE	5	8/21/2008	200	8/18/2008	8/21/2008
701254	632	-305.48	NN	SSN0000C	AL	0	8/15/2008	600	8/21/2008	8/21/2008
701254	632	-305.72	NN	1629045	AE	1	8/21/2008	200	8/18/2008	8/21/2008
701254	632	-314.22	NN	1204100	AH	1	8/21/2008	200	8/18/2008	8/21/2008
701254	632	-335.26	NN	1404128	AA	6	8/21/2008	200	8/18/2008	8/21/2008
701254	632	-374.1	NN	SSN0000C	AL	0	8/18/2008	600	8/22/2008	8/21/2008
701254	632	-693.73	NN	SSN0000C	AL	0	8/12/2008	600	8/18/2008	8/21/2008
701254	632	-940.88	UU	29222311	AH	1	4/1/2008	50	8/21/2008	8/21/2008
701254	632	-2328.4	NN	SSN0000C	AL	0	8/14/2008	600	8/20/2008	8/21/2008
701254	632	-2397.57	UU	88256031	AA	9	8/19/2008	50	8/21/2008	8/21/2008
701254	632	-2784.18	UU	62106641	AI	2	8/14/2008	50	8/20/2008	8/21/2008
701254	632	-5612.2	NN	SSN0000C	AL	0	8/15/2008	600	8/21/2008	8/21/2008

789,650.50

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 08/21/2008

CONTR_#	TRANS_AMT	SRS	CHK_#	GRP	ACCT#	ISS_DATE	TRANS_CODE	TRANS_DATE
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Total: \$0.00

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 8/21/2008

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
	EE	
	526-1145-522.45-28	91,100.22
	RR	
	526-1145-522.45-29	9,688.91
Total CEPO		\$100,789.13
EPO		
	EE	
	526-1145-522.45-20	171,059.36
	RR	
	526-1145-522.45-21	83,326.24
Total EPO		\$254,385.60
PPO		
	EE	
	526-1145-522.45-25	383,954.74
	RR	
	526-1145-522.45-26	50,521.03
Total PPO		\$434,475.77
Grand Total		\$789,650.50

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Travis County Commissioners Court Agenda Request

Voting Session 9/2/08
(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

A. Routine Personnel Actions

B. Non-Routine Personnel Actions

Facilities Management – Salary Adjustment - FY 08 2% Compensation Allocation Parameters

Records Management & Comm Resources - Salary Adjustment - Travis County Code § 10.03002

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:

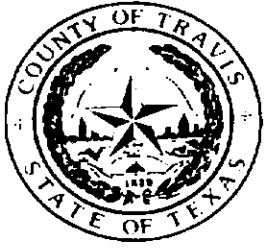
_____ Planning and Budget Office (854-9106)

_____ 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

September 2, 2008

ITEM # :

DATE: August 22, 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 *LMS/LAS*

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 6.

B. Non-Routine Personnel Actions – Page 7 – 9.

Facilities Management requests approval for a FY 08 2% Salary Adjustment with increase added to base that exceeds pay grade maximum, Building Security Guard, PG 8. HRMD has reviewed supporting documentation.

Records Management & Comm Resources requests approval for salary adjustments that exceed 10% above midpoint, Mailroom Svcs Asst Sr, PG 11; increase added to base that exceeds pay grade maximum, Mailroom Svcs Asst, PG 9 - Travis County Code § 10.03002. HRMD has reviewed supporting documentation; PBO has confirmed sufficient funds.

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
County Atty	33	Attorney I**	21 / Minimum / \$50,667.76 (Authorized slot is green-circled)	21 / Minimum / \$50,667.76 (Authorized slot is green-circled)
District Clerk	38	Court Clerk I	13 / Level 3 / \$32,156.80	13 / Level 3 / \$32,156.80
JP Pct 2	17	Court Clerk I	13 / Minimum / \$29,501.26	13 / Minimum / \$29,501.26
Sheriff	709	Office Specialist Sr	12 / Level 6 / \$32,531.20	12 / Level 6 / \$32,531.20
Sheriff	1624	Security Coord	12 / Level 3 / \$30,056.00	12 / Level 3 / \$30,056.00
TNR	108	Office Specialist**	10 / Level 5 / \$27,684.80	10 / Level 5 / \$27,684.80
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
Juvenile Court	50208	Juvenile Res Trt Ofcr Asst	10 / \$11.58	10 / \$11.58	05
Pretrial Services	20005	Pretrial Officer I	13 / \$14.61	13 / \$14.61	02
TCCES	50074	Counselor	15 / \$16.23	15 / \$16.23	05
TNR	20091	Park Tech I	6 / \$10.00	6 / \$10.00	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 23015 / Elec Clk - Operations Clk IV / Grd 11 / \$13.00	County Clerk	Slot 20316 / 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	295	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	310	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	459	Cadet* / Grd 80	Corrections Officer / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	546	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	873	Corrections Officer* / Grd 81	Corrections Officer Sr* / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1013	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1147	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1212	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1388	Corrections Officer* / Grd 81	Corrections Officer Sr* / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1405	Cadet* / Grd 80	Corrections Officer / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1522	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1554	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
* Actual vs Authorized						

CAREER LADDERS – NON-POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Juvenile Court	432	Juvenile Res Trt Ofcr I* / Grd 11	Juvenile Res Trt Ofcr II / Grd 12	\$31,853.33	\$33,446.00	Career Ladder. Pay is between min and midpoint of pay grade.
Juvenile Court	574	Juvenile Detention Ofcr I* / Grd 11	Juvenile Detention Ofcr II* / Grd 12	\$28,360.40	\$29,778.42	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
Civil Courts	Slot 97 / Court Bailiff / Grd 8 / \$30,001.54	Juvenile Court	Slot 590 / Court Clerk I / Grd 13 / \$33,051.20	Promotion. Pay is between min and midpoint of pay grade.
County Atty	Slot 18 / Attorney IV* / Grd 26 / \$75,043.82	District Atty	Slot 240 / Attorney IV* / Grd 26 / \$75,043.82	Lateral transfer. Employee transferred to different slot, same position, different department, same pay grade, retains current pay.
County Atty	Slot 94 / Legal Secretary / Grd 15 / \$37,081.60	County Atty	Slot 191 / Paralegal / Grd 17 / \$38,935.68	Promotion. Pay is between min and midpoint of pay grade.
County Atty	Slot 191 / Paralegal / Grd 17 / \$43,998.44	County Atty	Slot 46 / Paralegal / Grd 17 / \$43,998.44	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
District Atty	Slot 239 / Attorney VI / Grd 28 / \$43,820.83	District Atty	Slot 43 / Attorney VI / Grd 28 / \$43,820.83	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
* Actual vs Authorized				

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

Dept. (From)	Slot – Position Title – Grade – Salary,	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
District Atty	Slot 240 / Attorney VI / Grd 28 / \$91,253.61	District Atty	Slot 163 / Attorney VI / Grd 28 / \$91,253.61	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
District Clerk	Slot 10 / Court Clerk I / Grd 13 / \$29,501.26	District Clerk	Slot 44 / Court Clerk II / Grd 15 / \$33,764.43	Promotion. Pay is at minimum of pay grade.
District Clerk	Slot 31 / Court Clerk II / Grd 15 / \$35,994.57	District Clerk	Slot 49 / Court Clerk II Sr / Grd 16 / \$37,794.57	Promotion. Pay is between min and midpoint of pay grade.
District Clerk	Slot 42 / Court Clerk II* / Grd 15 / \$35,796.80	District Clerk	Slot 31 / Court Clerk II / Grd 15 / \$35,796.80	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
District Clerk	Slot 44 / Court Clerk II / Grd 15 / \$35,645.11	District Clerk	Slot 42 / Court Clerk II Sr / Grd 16 / \$37,427.11	Promotion. Pay is between min and midpoint of pay grade.
Juvenile Court	Slot 82 / Juvenile Detention Ofcr III / Grd 13 / \$42,776.86	Juvenile Court	Slot 200 / Office Specialist / Grd 10 / \$34,917.38	Voluntary job change. Pay is between midpoint and max of pay grade.
Juvenile Court	Slot 136 / Mailroom Svcs Asst / Grd 9 / \$24,220.06	Juvenile Court	Slot 299 / Accounting Clerk / Grd 11 / \$25,773.07	Promotion. Pay is at minimum of pay grade.
Juvenile Court	Slot 447 / Social Svcs Prgm Coord / Grd 17 / \$49,839.59	Juvenile Court	Slot 460 / Social Svcs Prgm Coord / Grd 17 / \$49,839.59	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Records Mang & Comm Resrc	Slot 24 / Mailroom Svcs Asst / Grd 9 / \$24,239.60	Records Mang & Comm Resrc	Slot 24 / Mailroom Svcs Asst / Grd 9 / \$28,399.70	Salary adjustment. Pay is between midpoint and max of pay grade.
Records Mang & Comm Resrc	Slot 25 / Mailroom Svcs Asst / Grd 9 / \$24,239.60	Records Mang & Comm Resrc	Slot 25 / Mailroom Svcs Asst / Grd 9 / \$28,399.70	Salary adjustment. Pay is between midpoint and max of pay grade.
Records Mang & Comm Resrc	Slot 46 / Mailroom Svcs Asst / Grd 9 / \$24,915.08	Records Mang & Comm Resrc	Slot 46 / Mailroom Svcs Asst / Grd 9 / \$29,075.07	Salary adjustment. Pay is between midpoint and max of pay grade.

* Actual vs Authorized

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary,	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Sheriff	Slot 249 / Corrections Officer Sr / Grd 83 / \$54,056.08	Sheriff	Slot 1755 / Deputy Sheriff Law Enforcement / Grd 72 / \$55,446.98	Voluntary job change. Peace Office Pay Scale (POPS).
TNR	Slot 328 / Park Ranger / Grd 60 / \$40,571.23	Sheriff	Slot 1754 / Deputy Sheriff Law Enforcement / Grd 72 / \$45,485.02	Promotion. Transition from Non-TCSO to TCSO. Peace Officer Pay Scale (POPS).
* Actual vs Authorized				

AD HOC CLASSIFICATION CHANGES							
		Current			HRMD Recommends		
Dept.	Slot #	Auth Position Title / Position #	FLSA	Pay Grade	Position Title / Position #	FLSA	Pay Grade
Tax Collector	77	Tax Specialist I / 12800	NE	12	Tax Specialist III / 15802	NE	15
Tax Collector	130	Tax Specialist I / 12800	NE	12	Tax Specialist III / 15802	NE	15
Tax Collector	109	Office Specialist / 10795	NE	10	Tax Specialist II / 14801	NE	14
Department requested in order to meet departmental needs. PBO has confirmed funding.							

THIS SECTION INTENTIONALLY LEFT BLANK.

SECTION B. Non-Routine Personnel Actions

NON-ROUTINE – SALARY ADJUSTMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Fac Mgmt	Slot 64 / Building Security Guard / Grd 8 / \$29,908.51	Fac Mgmt	Slot 64 / Building Security Guard / Grd 8 / \$34,068.53	FY 08 salary adjustment. Increase is added to base that exceeds max of pay grade, FY 08 2% Compensation Allocation Parameters.
Records Mang & Comm Resrc	Slot 22 / Mailroom Svcs Asst Sr / Grd 11 / \$32,676.49	Records Mang & Comm Resrc	Slot 22 / Mailroom Svcs Asst Sr / Grd 11 / \$36,836.59	Salary adjustment. Pay is greater than 10% above midpoint, Travis County Code § 10.03002.
Records Mang & Comm Resrc	Slot 23 / Mailroom Svcs Asst / Grd 9 / \$28,606.67	Records Mang & Comm Resrc	Slot 23 / Mailroom Svcs Asst / Grd 9 / \$32,766.66	Salary adjustment. Increase is added to base that exceeds max of pay grade, Travis County Code § 10.03002.

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

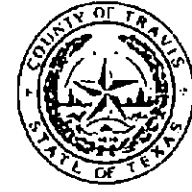
Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Gerald Daugherty, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4



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: Personnel
File: 102

TO: Linda Moore Smith, HRMD, Director

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

FROM: John F. Carr, Administrative Director

DATE: August 22, 2008

SUBJECT: Exception to FY08 ~~2%~~ Compensation Rule - Slot 64

cc for REK
John Carr

Facilities Management Department (FMD) requests your support in obtaining approval to release the redline and allow a full \$2.00 increase in pay for the incumbent of slot 64. Applying the \$2.00 increase to this grade 8 employee would bring his pay up \$16.37 per hour, which is beyond the maximum for the pay range. To be consistent with the approvals granted by Commissioners Court on June 17, 2008 for the initial job titles included in the \$2.00 increase, FMD requests release of the redline and applying the increase to the individual's base pay as an ongoing pay adjustment. Your support in obtaining approval for this exception is greatly appreciated. Please direct any questions to Roger A. El Khoury, M.S., P.E., at 44579 or John Carr at 44772.

COPY TO:

- Alicia Perez, Executive Manager, Administrative Operations
- Amy Draper, CPA, Financial Manager, FMD
- Luane Shull, Compensation Manager, HRMD

Revised

>>> Tom Ashburn 8/14/2008 2:56 PM >>>
Linda & Luane.

RMCR is requesting approval to adjust the hourly wage of 5 slots by \$2 per hour to alleviate compression issues caused by recent increases in other job families and departments. This request is consistent with the actions approved for those departments. The adjustments would be effective 9/1/08 and affect slots 22, 23, 24, 25, and 46.

Slots 24, 25, and 46 would be affected as follows

Slot	Title	Current Hourly	Proposed Hourly	Percentage
24	MAILROOM SVCS ASST	\$11.6537	\$13.6537	17.2%
25	MAILROOM SVCS ASST	\$11.6537	\$13.6537	17.2%
46	MAILROOM SVCS ASST	\$11.9784	\$13.9784	16.7%

The requested action would cause slot ²²25 to exceed the 10% above midpoint cap stipulated in Travis County Code Section 10.03002(b). RMCR requests an exception be granted to allow the increase to be added to the base fully for this slot. This situation is primarily due to the fact: the incumbent has been with the County 25 years

Slot	Title	Current Hourly	Proposed Hourly	Percentage
23	MAILROOM SVCS ASST	\$13.7532	\$15.7532	14.5%

The requested action would cause slot ²³22 to exceed the maximum for the paygrade and cause a red-lined status. This situation is primarily due to the fact: the incumbent has been with the County 28 years. RMCR requests an exception be granted to Travis County Code Section 10.03002(b) to allow the increase to be added to the base fully as on-going money exempt from the red-line cap.

Slot	Title	Current Hourly	Proposed Hourly	Percentage
22	MAILROOM SVCS ASST SR	\$15.7099	\$17.7099	12.7%

~~RMCR request a last exception be granted that all 5 slots be eligible for performance based pay in FY09 and that any cost of living adjustment be added to the base of all 5 slots as on-going pay and not trigger a red-line status.~~

This action would be effective 9/1/08 and will be funded by RMCR salary savings in FY08. In FY09, RMCR will allocate the funding of slot 2 more heavily to Fund 030 to generate General fund savings sufficient to pay for this action with no additional funding. Thanks you for your assistance in this matter.

Travis County Commissioners Court Agenda Request # 3

Voting Session: September 9, 2008

Work Session: _____

I. **Request**

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

B. Requested text:

Approve and award funds for one Travis County employee to participate in Leadership Austin Training in accordance with Chapter 16 of the Travis County Code.

C. Approved by: _____
Signature of Commissioner 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.

Dayna Blazey 854-9400

III. Required Authorizations: Please check if applicable:

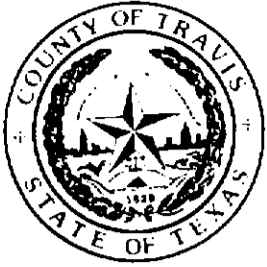
 X **Planning and Budget Office (854-9106)**

 X **Human Resources Management Department (854-9165)**

_____ **Purchasing Office (854-9700)**

_____ **County Attorney's Office (854-9415)**

 X **County Auditor's Office (854-9125)**



Human Resources Management Department

1010 Lavaca, 2nd Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-4203

Memorandum

Date: August 27, 2008

To: Members of the Commissioners Court

Via: Alicia Perez, Executive Manager, Administrative Operations

From: Linda Moore Smith, Director, Human Resources Management Department

Subject: Leadership Austin

A handwritten signature in black ink, appearing to be "Linda Moore Smith", written over the "From:" line.

Proposed Motion

Approve tuition/fees award for one Travis County employee to participate in the Leadership Austin Program, in accordance with Chapter 16 of Travis County Code.

Background

Travis County Code, Chapter 16, Leadership Training-Funding Guidelines, provides financial assistance for county employees who are accepted in leadership training that will ultimately benefit Travis County as a whole.

Staff Recommendations

Staff has reviewed the submitted documentation and recommends payment for Dayna Blazey, District Attorney's Office, payable to Leadership Austin.

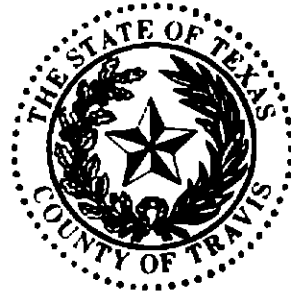
The amount of this request, as stated in policy §16.005 is for 80% of the tuition/fees (80% of \$3000), up to a maximum award of \$800 per employee.

Budgetary and Fiscal Impact

Funds are available in the budgeted line item for Professional Development, Training and Seminars account, 001-1130-522-6504. This request is for \$800.

Leadership08req_Blazey

Employee Participant: Last Name	Employee Participant: First Name	Dept.	Job Title	Title of Course	Payable To	Vendor #	Amt to Pay
Blazey	Dayna	DA	Attorney VII	Leadership Austin-Fall 2008	Leadership Austin	24353	\$800.00
							\$800.00



**OFFICE OF THE
DISTRICT ATTORNEY**

P.O. Box 1748 Austin, TX. 78767

Telephone 512/854-9400
Telefax 512/854-9789

RONALD EARLE
DISTRICT ATTORNEY

ROSEMARY LEHMBERG
FIRST ASSISTANT

August 18, 2008

Travis County Human Resources Management Department
P. O. Box 1748
Austin, TX 78767

Memorandum of Request

To Whom It May Concern:

I am employed by the Travis County District Attorney's Office as an Assistant District Attorney. Enclosed you will find a letter from Leadership Austin stating that I have been accepted into their program beginning in September and a brief overview of the program. The tuition for this program is \$3000. I am requesting a tuition award in the amount of \$800 as outlined in the Travis County Code, Chapter 16. Additionally, I have included documentation as requested in Sec. 16.003, TCC showing the support and approval of my participation by the elected DA and my supervisor.

Please contact me at 974-6833 if you need additional information to process my request.

Sincerely,


Dayna L. Blazey

PERSONNEL

2008 AUG 21 PM 3:50

August 8, 2008

Dayna Blazey
1402 Foxwood Cove
Austin, TX 78704



Dear Dayna:

Congratulations! On behalf of the Board of Directors, I am pleased to inform you that you have been selected to participate in the Leadership Austin Essential Class of 2009. As a member of this Essential Class, you become part of a 29-year-long effort that encourages talented leaders like yourself to explore the issues and skills that make Central Texas so dynamic and help us all better serve our community.

Our volunteers and professional staff are hard at work to ensure that this year's Essential Class experience will be outstanding. The curriculum will focus on examining regional issues, honing leadership practices, and expanding the connections necessary to be more effective leaders. While our past experience contributes to each new Leadership Austin Essential Class, each Class is unique because it is ultimately what each participant chooses to make it. While you will hear from Leadership Austin Essential Class Alumni, other seasoned leaders, and local newsmakers, you can expect the experience to emphasize learning from your fellow Essential Class members, and learning more about yourself as a leader.

As indicated on the application, the 2009 Leadership Austin Essential Class starts with an overnight Retreat beginning Friday morning, September 12, and concludes at noon on Saturday, September 13. All Essential Class members are required to attend the full Retreat. You are also expected to attend each monthly Essential Class Day as well as another Retreat in May. In total, this is an approximately 80 hour commitment. A calendar for the year is attached so that you may plan in advance to avoid conflicts.

If you cannot participate in the 2009 Leadership Austin Essential Class or cannot attend the entire September Retreat, please notify me (499-0435 ext. 16) as soon as possible so that an alternate Essential Class member may be selected.

Please return the following to the Leadership Austin office by Friday, August 29, to confirm your place in the Leadership Austin Essential Class:

- Signed Commitment Form
- Signed Scholarship/Loan Agreement form
- Personal Data Sheet
- Biographical Sketch – six to eight typewritten lines (see attached example)

When we receive those documents, we will send a separate mailing containing additional information about the September Retreat. If you have questions about this, please call me (499-0435 ext. 16).

Your Scholarship/Loan Application has been forwarded to our Finance Committee. A member of the Leadership Austin staff will be contacting you soon to schedule a phone call or meeting with me to further discuss your request. This meeting is mandatory for all scholarship/loan recipients so please make every effort you can to accommodate the times suggested – we have only a few weeks left before the adventure begins!

After the terms of your scholarship/loan have been determined, an agreement form will be sent to you. Please return a signed copy of the final Scholarship/Loan Agreement to the Leadership Austin offices by Friday, August 29.

Because individual situations may change over time, and in order to preserve limited scholarship/loan funds for those who are most in need, we ask that you review your scholarship request for \$1,500 and loan request for \$500 by further considering several possibilities:

- With your acceptance into the Leadership Austin Essential Class, your employer may be willing to consider or reconsider funding all or part of the tuition. I am available to speak with your manager or budget officer about the benefits to your business of participating in the Leadership Austin Essential Class.
- Community organizations in which you participate may be interested in underwriting all or part of your tuition.
- Many Leadership Austin Essential Class members pay for all or part of the tuition from their personal funds. Leadership Austin can extend a loan to you to spread payments over several months.

When we talk, I am happy to discuss these and other tuition payment options with you.

Again, congratulations, and welcome to Leadership Austin!

Sincerely,

A handwritten signature in black ink, appearing to read "Heather", with a long horizontal line extending to the right.

Heather McKissick
President/CEO

cc: Terri Buchanan
Vice President of Educational Programs



2009 Essential Class Commitment

I will participate in all aspects of the 2009 Leadership Austin Essential Class.

Participation requires:

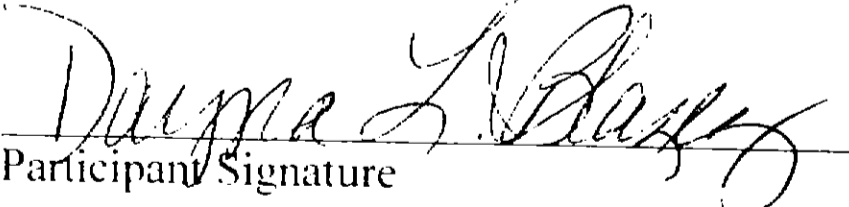
- Attendance at the entire September Retreat
- Attendance at monthly Essential Class days, the May Retreat, and leadership activities outside of the all-day sessions. Please note the attached schedule for monthly Class days.
- Support from my employer to attend each Essential Class day, without interruption.
- Discussion with my employer on both the professional development and community benefits of participation, including a request for my employer to pay all or a portion of my Class tuition, as appropriate.
- No mobile phones or pagers while class meetings are in session.

I will include mention of Leadership Austin as one of my community activities on my bio. resume, in interviews, and in similar venues, at least for the next two years.

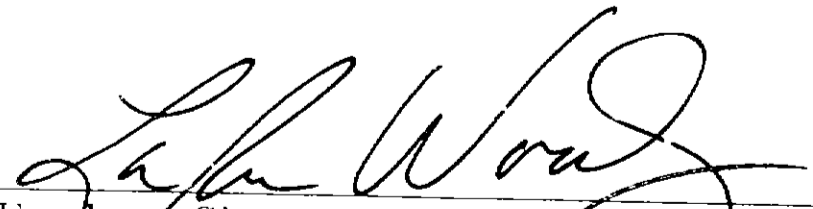
I have enclosed:

- My tuition check for \$3,000; or, signed Scholarship/Loan Agreement and tuition check. Please note that the Scholarship/Loan Agreement will be mailed to you after you have spoken with the President about your requested amount and after that amount is approved by the Finance Committee.
- A brief biographical narrative.
- My personal data sheet.

I, the undersigned, hereby indemnify, release, and hold Leadership Austin harmless from and against all claims for bodily injuries or damage to property in connection with my participation in Leadership Austin programs, whether or not caused by any negligent act or omission of Leadership Austin or its employees or volunteers. I understand that photos will be taken throughout the year, and I release the use of my likeness and mention of my participation in Leadership Austin for press releases, the website, or other purposes deemed appropriate by Leadership Austin staff.


Participant Signature

8-13-08
Date


Employer Signature/Title/Organization
Director, Family Justice
Division
Travis County DA's Office

8-13-08
Date



O F F I C E O F T H E
D I S T R I C T A T T O R N E Y

P.O. Box 1748 Austin, TX 78767

e-mail: district.attorney@co.travis.tx.us

Telephone 512-854-9400

Fax 512-854-9534

RONALD EARLE
DISTRICT ATTORNEY

ROSEMARY LEHMBERG
FIRST ASSISTANT

June 13, 2008

Via e-mail to: info@leadershipaustin.org

Leadership Austin
1609 Shoal Creek Blvd., Suite 202
Austin, Texas 78701

To Whom It May Concern:

This letter is to recommend Dayna Blazey for the Essential Class of Leadership Austin. Dayna has been a prosecutor in my office for the past 20 years where she has worked in a leadership capacity in a variety of positions within the office.

As Chief Prosecutor of the 299th District Court, she was responsible for prosecuting serious felony offenses and for providing guidance and training to the newer and less experienced prosecutors in her court. For the past 12 years she has been the Chief Prosecutor of the Child Protection Team which requires that she work within a multidisciplinary framework to ensure that all child abuse investigations are thoroughly conducted and that information is shared among the member agencies of Child Protective Services, law enforcement agencies, the Center for Child Protection and Dell Children's Hospital.

In addition to her role on the Team, she also works with outside entities in an effort to enhance the lives of children in our community. This includes the Child Assessment Team at Dell Children's Hospital, the Children's Optimal Health Outreach and Education Task Force, Travis County Sexual Assault Response and Resource Team (SARRT) and the Sex Offender Joint Task Force. Furthermore, she is the Presiding Officer of the Travis County Child Fatality Review Team.

Dayna has also volunteered her time with the Austin Rape Crisis Center (now SafePlace) by working both as a volunteer and by serving on their Board. She has also served on the Board for the Travis County Women's Lawyer's Association.

Leadership Austin

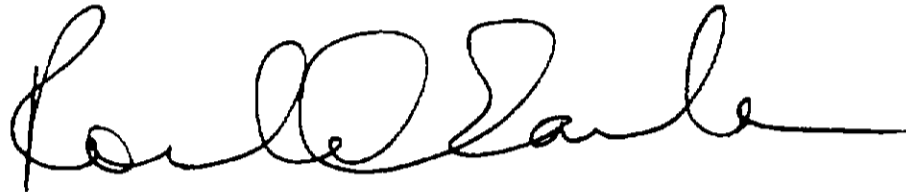
June 13, 2008

Page two

Dayna has been recognized for the leadership role she has taken by being nominated for the Distinguished and Dedicated Service to Children and Families Award by the State Bar of Texas Committee on Child Abuse and Neglect (2002), the Team Excellence Award in Prosecution by the Children's Advocacy Centers of Texas (2000) and Outstanding Prosecution Member of the Child Protection Team by the Center for Child Protection (1997, 1999, 2000).

Dayna's career has been committed to public safety and to making sure that the youngest, most vulnerable citizens of our community have a voice. She is a proven leader now, and she is destined to be in ever more responsible leadership positions.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald Earle". The signature is written in a cursive style with a long horizontal line extending to the right.

Ronald Earle

4



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: ABB35-03-09F-1N

File: 101

TO: Rodney Rhoades, Executive Manager, PBO

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

FROM: Jim Barr, AIA, Sr. Project Manager

DATE: August 27, 2008

SUBJECT: 5335, 5501 and 5555 Airport Blvd.
Supplemental Information for September 2, 2008 Voting Session

The following information is supplemental to Item #28 from the August 26, 2008 Voting Session

Funding will be required for the following services in addition to those services to be performed by FMD professional staff:

- Civil Engineer with expertise in City of Austin site development requirements
- Mechanical Engineer to consider feasibility and impacts of a central plant for the campus
- Environmental Site Assessment, Phase 1 and possibly Phase 2 depending upon results of P1
- LEED Consultant (Leadership in Energy and Environmental Design)
- Surveying services for horizontal and vertical controls and utility, tree and site feature location.
- Geotechnical services for soils investigation, ground water and foundation recommendations
- Miscellaneous expenses for printing, presentations, models, etc.

The Master Plan and Building/Parking Garage planning will require the following outside consultants. Much of the planning work will be done by Facilities Management Department professional staff. When the project is approved to move into the Design Phase then several additional consultants will be required along with design phase services from the Civil and Mechanical Engineers and LEED Consultant.

- Civil Engineer will be required to have experience with sustainable design and be familiar with the COA land development codes and the COA policies and procedures for permitting. Critical issues will be the impact of water quality requirements on space use of the sites and design of the buildings. Storm water runoff quantities and flow patterns will be considered and also whether there will be unusual design requirements for below-grade habitable spaces.
- Mechanical Engineer involvement will be limited at this stage to planning activities. The principle value will be in studying whether a central plant is advisable for the campus. Findings of this evaluation could have an impact on the 5335 site design. Although

installation of a central plant would ultimately be for use by the three sites it would likely be phased. Initially the space could be created and used only by the 5335 facilities with 5501 and 5555 connecting in the future. Design of a central plant is beyond the scope of planning and would occur during the design phase if the evaluation results in a positive recommendation.

- Environmental Site Assessment, Phase 1, is a report which identifies potential or existing environmental contamination liabilities. The analysis, called a Phase 1 ESA, typically addresses both the underlying land as well as physical improvements to the property. The Phase 1 ESA will not collect physical samples or perform chemical analysis. If the Phase 1 ESA indicates the likelihood of site contamination then a Phase 2 ESA will be required to take and analyze soil, groundwater and building materials.
- LEED Consultant will assist with planning strategies for sustainable design issues to be considered for obtaining a LEED Silver rating for the new building. Involvement at the planning stage will identify issues that will affect site usage, features, impervious coverage, landscaping and how any of those may impact master planning decisions.
- Survey of the site will be much more extensive than that required for selling the property. The master plan survey will locate boundaries, topographic information, utilities, site features, setback lines, easements and building locations. The survey will be used for the design phase as well as by the Civil, Mechanical and LEED consultants and for the Environmental Impact Analysis.
- Geotechnical services will involve drilling approximately 12 to 16 boring holes to analyze the soil strata and composition down to structural rock formations. The results will determine what type foundation will be required as well as establishing an understanding of the soils characteristics and whether groundwater exists.
- Miscellaneous expenses will include printing, physical models (both study and presentation), electronic models, presentation photography, large format printing and various supplies.

Facilities Management staff will conduct the following activities:

- Manage consultant contracts
- Analyze and evaluate consultant deliverables
- Work with City of Austin staff and other regulatory agencies to establish site planning requirements and to determine the impact of codes and regulations on development of the site and buildings.
- Continue to work with the Ridgetop and Northland Neighborhood Associations to implement the Commissioners Court resolution of July 2008 and to evaluate further suggestions and requests for Commissioners Court consideration.
- Assimilate data from FMD staff, County Departments and Consultants for publication of the Master Plan findings, options and recommendations.
- Study existing and projected traffic patterns and parking demand on the sites.
- Document traffic and pedestrian access and movement in the vicinity of the campus.
- Construct physical and electronic models for study and presentation. The models will establish maximum allowable building volumes and parking for the campus sites and study the impact of various site features.
- Present the Master Plan study to the Community for response and input. Report findings to the Commissioners Court.
- Present the Master Plan study to the Commissioners Court for consideration and adoption.

Assistance from the Planning and Budget Office will be needed for:

- Coordination with the Central Campus Master Plan as related to the North Campus.
- Staffing growth projections for the departments presently located at the North Campus.
- Work with FMD to obtain projections of customer growth from the North Campus Departments in order to project future space needs and parking requirements for the North Campus. These departments include Tax Office, County Clerk, CES, County Training Sites and Jury Management Office.

FMD is requesting \$125,000 in FY09. The rough estimate of between \$100,000 and \$200,000 was discussed during the Facilities Management Department budget hearing on Friday, August 15, 2008. Further review of the required services to perform the Master Plan study for the North Campus and to accomplish planning for the proposed new Office Building/Parking Garage has refined the estimate.

Item	Estimated Cost
Civil Engineer	20,000
Mechanical Engineer	10,000
Environmental Site Assessment-Ph1	5,000
LEED Consultant	15,000
Survey	35,000
Geotechnical Services	25,000
Miscellaneous Expenses	10,000
Contingency	5,000
TOTAL	\$125,000

Timeline for the Master Plan Study will commence in the first quarter of FY09 with procurement of Consultant services, Environmental Site Assessment-Phase 1, Survey and Geotechnical Services. Facilities Management Department staff will also begin gathering data on projected customer demand growth and neighborhood group input. Building and Parking Garage planning will commence as soon as deliverables are received from the Consultants and information is obtained from the City of Austin. It is anticipated this will be within the 2nd quarter of FY09. Completion of the North Campus Master Plan Study and Building/Parking Garage planning will be in the 3rd quarter. The planning must be done in time to assist in preparation of the FY10 budget request cost estimates.

COPY TO:

The Commissioners Court
 Alicia Perez, Executive Manager, Administrative Operations

Last updated 8-27-08 at 9:15am

28

Travis County Commissioners Court Agenda Request

Voting Session August 26, 2008 Work Session _____
(Date) (Date)

I. A. Request made by: Alicia Perez, Executive Manager, Administrative Operations Phone # 49343
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

Consider and take appropriate action for a Campus Master Plan Study and Planning for a New Building and Parking Garage at the Airport Blvd. North Campus.

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

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

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

- Nelda Wells Spears, Tax Assessor Collector 854-9473
- Dana DeBeauvoir, County Clerk 854-9188
- Sheriff Greg Hamilton 854-9770
- Danny Hobby, Executive Manager, Emergency Services 854-9367
- Roger Jefferies, Executive Manager, Criminal Justice Planning 854-4415
- Rodney Rhodes, Executive Manager, PBO 854-9106

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department(854-9165)

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

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
08 AUG 21 PM 4:01

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

Last updated 8-27-08 at 9 15am



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: ABB35-03-09F-1N

File: 101

TO: The Commissioners Court

VIA: Alicia Perez, Executive Manager, Administrative Operations

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

DATE: August 19, 2008

SUBJECT: 5335 Airport Blvd.

Proposed Motion:

Consider and take appropriate action for a Campus Master Plan Study and Planning for a New Building and Parking Garage at the Airport Blvd. North Campus.

Summary and Staff Recommendation:

Facilities Management Department (FMD) recommends the Commissioners Court give direction, and authorize funding, for a Master Plan Study of the North Campus and for the Planning Phase for a new building and parking garage at 5335 Airport Blvd. The Master Plan Study will encompass 5335, 5501 and 5555 Airport Blvd. Master planning will be principally done and managed by FMD professional staff with support from PBO for staffing projections and coordination with the Central Campus Master Plan. Consultant services will be required to complete the team for expertise in analysis and recommendations for the development of the North Campus and for planning the new facilities. The exhibit indicates Departments that could be considered for relocation to the North Campus as well as those already moved to 5501 and 5555 Airport Blvd.

Funding will be required for the following services in addition to those services to be performed by FMD professional staff:

- Civil Engineer with expertise in City of Austin site development requirements
- LEED Consultant (Leadership in Energy and Environmental Design)
- Surveying services for horizontal and vertical controls and utility, tree and site feature location.
- Geotechnical services for soils investigation and foundation recommendations
- Miscellaneous expenses for printing, presentations, models, etc.

Last updated 8-27-08 at 9:15am

Budgetary and Fiscal Impact:

FMD is requesting \$125,000 for the above services in FY09. The rough estimate of between \$100,000 and \$200,000 was discussed in Commissioners Court on Friday, August 15, 2008. Further review of the required services has refined the estimate.

Background:

Planning for utilization of the North Campus will consider scenarios in which the three sites may be developed in the short and long terms. In the short term will be the design of the new building at 5335 Airport Blvd. Long term will study options for remodeling or replacing the existing buildings and how these options might influence development of the former Chair King property. Potential moves of non-court related activities that may relocate to the North Campus will be part of the study, which will therefore rely on conclusions and recommendations of the Central Campus Master Plan. Staffing projections for existing Users at the North Campus will be developed with assistance from PBO and other County departments. Specifically included will be the options for Health and Human Services at Palm Square to move to the North Campus along with a possible relocation of TNR from the EOB.

Required Authorizations:

Planning and Budget: Rodney Rhodes, Executive Manager

Purchasing: N/A

County Attorney: N/A

Exhibits:

- 1) Spreadsheet "Departments in Downtown Area Plus Palm Square"

Last updated 8-27-08 at 9:15am

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

Departments in Downtown Area
Plus Palm Square

Printed on Date: 8/19/2008


No	Department/Office	Current Location	Current SF
1	TNR- HQ	EOB	30,273
2	TNR - Park	USB	4,345
4	FMD	USB	9,259
5	HRMD	USB	8,352
6	ITS	USB	2,250
7	ITS	N. Granger	5,570
8	ITS	Brezendine	1,170
10	Planning and Budget	N. Granger	2,169
11	Adminstrative Operations Office	N. Granger	1,361
12	Purchasing Office	N. Granger	5,249
13	Auditor Office	N. Granger	16,370
14	Treasurer Office	N. Granger	2,106
15	Record Management - HQ	N. Granger	7,875
16	RM Mailroom	HOLT	1,100
18	Health and Human Services	Palm Square	38,391
TOTAL			135,840
		From Downtown Campus	
12	Tax Assessor	Moved To Airport Blvd	
13	County Clerk Election/Accounting	Moved To Airport Blvd	
14	RM Imaging and Print Shop	Moved To Airport Blvd	
15	Counseling and Education Services	Moved To Airport Blvd	
16	Justice and Planning Service Office	Moved To Airport Blvd	
17	Emergency Services Office	Moved To Airport Blvd	
18	ITS Training	Moved To Airport Blvd	
19	HRMD Training	Moved To Airport Blvd	
20	TCSO Headquarter	Moved To Airport Blvd	
21	Fire Marshall Office	Moved To Airport Blvd	
22	ITS Disaster Center	Moved To Airport Blvd	
23	IV D Master Court	Moved to Post Road	
24	Drug Court Program	Moved to Post Road	

EXHIBIT 1

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

5

Voting Session: 9/2
~~AUGUST 26, 2008~~

I. A. Request made by: Alicia Perez  Phone #: 854-9340
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING
SPACE OPTIONS FOR 910 LAVACA AND RELATED IMPACTS.

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

03 SEP 27 AM 10:10
COUNTY CLERK

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00pm on Mondays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

5

RECEIVED
COUNTY JUDGE'S OFFICE
08/29 PM 3:10



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

9/2/08 Commissioners Court - ITEM 5

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 Khoury*

DATE: August 12, 2008 (revised August 28, 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	yes	no	no	yes	no – further fragments dept.
E	Purchasing	yes	yes	yes	yes	no – loses critical adjacency
F	Commissioners	yes	no	no	yes	no – loses critical adjacency
G	ITS	yes	yes	no	yes	no – further fragments dept.
H	DRO	yes	no	no	no	no – further fragments dept.
I	HRMD	yes	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	\$205,680	\$0
K2 (including BEFIT)	FMD	9 th Street	\$545,860	\$132,382
K2 (including BEFIT)	FMD	700 Lavaca	\$523,780	\$219,775
K2 (including BEFIT)	FMD	1108 Lavaca	\$735,720	\$313,123
A1 (excluding BEFIT)	PBO / Cash Mgmt	NA	\$208,430	\$0
A1 (including BEFIT)	PBO / Cash Mgmt	9 th Street	\$548,610	\$132,382
A1 (including BEFIT)	PBO / Cash Mgmt	700 Lavaca	\$526,530	\$219,775
A1 (including BEFIT)	PBO / Cash Mgmt	1108 Lavaca	\$738,740	\$313,123
M (including BEFIT)	BEFIT	9 th Street	\$403,720	\$53,834
M (including BEFIT)	BEFIT	700 Lavaca	\$327,623	\$86,202
M (including BEFIT)	BEFIT	1108 Lavaca	\$459,385	\$143,096

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:

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. Revised 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

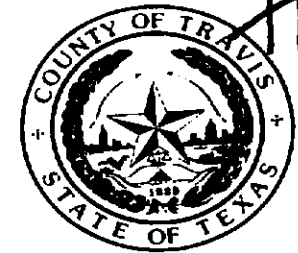
	Capital + One-time Operating	Total Annual Operating	1st Year	2nd Year	3rd Year	4th Year	5th Year	Total
Option K2								
FMD @Rusk	\$149,050							
PBO @ USB 4th floor	\$21,630							
IGR 2 FTE @ Granger 5th floor	\$10,000							
ITS 5 FTE @ Granger 5th floor	\$25,000							
Total excluding BEFIT	\$205,680	\$0	\$205,680	\$0	\$0	\$0	\$0	\$205,680
HRMD 2 FTE @ USB 2nd floor	\$21,000							
ITS 1 FTE @ Granger 5th floor	\$5,000							
BEFIT lease at 9th Street	\$314,180	\$132,382						
Total w/BEFIT at 9th St.	\$545,860	\$132,382	\$678,242	\$132,382	\$132,382	\$132,382	\$132,382	\$1,207,770
BEFIT lease at 700 Lavaca	\$292,100	\$219,775						
Total w/BEFIT at 700 Lavaca	\$523,780	\$219,775	\$743,555	\$219,775	\$219,775	\$219,775	\$219,775	\$1,622,655
BEFIT lease at 1108 Lavaca	\$504,040	\$313,123						
Total w/BEFIT at 1108 Lavaca	\$735,720	\$313,123	\$1,048,843	\$313,123	\$313,123	\$313,123	\$313,123	\$2,301,335
Option A1								
PBO @Rusk	\$173,430							
FMD stays at USB 4th floor	\$0							
IGR 2 FTE @ Granger 5th floor	\$10,000							
ITS 5 FTE @ Granger 5th floor	\$25,000							
Total excluding BEFIT	\$208,430	\$0	\$208,430	\$0	\$0	\$0	\$0	\$208,430
HRMD 2 FTE @ USB 2nd floor	\$21,000							
ITS 1 FTE @ Granger 5th floor	\$5,000							
BEFIT lease at 9th Street	\$314,180	\$132,382						
Total w/BEFIT at 9th St.	\$548,610	\$132,382	\$680,992	\$132,382	\$132,382	\$132,382	\$132,382	\$1,210,520
BEFIT lease at 700 Lavaca	\$292,100	\$219,775						
Total w/BEFIT at 700 Lavaca	\$526,530	\$219,775	\$746,305	\$219,775	\$219,775	\$219,775	\$219,775	\$1,625,405
BEFIT lease at 1108 Lavaca	\$504,040	\$313,123						
Total w/BEFIT at 1108 Lavaca	\$738,470	\$313,123	\$1,051,593	\$313,123	\$313,123	\$313,123	\$313,123	\$2,304,085

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								
BEFIT at Rusk	\$194,230							
IGR 2 FTE @ Granger 5th floor	\$10,000							
HRMD 2 FTE @ USB 2nd floor	\$21,000							
ITS 6 new + 6 exist. FTE @ 9th Street	\$178,490	\$53,834						
Total w/ITS at 9th St.	\$403,720	\$53,834	\$457,554	\$53,834	\$53,834	\$53,834	\$53,834	\$672,890
ITS 6 new + 6 exist. FTE @ 700 Lavaca	\$102,393	\$86,202						
Total w/ITS at 700 Lavaca	\$327,623	\$86,202	\$413,825	\$86,202	\$86,202	\$86,202	\$86,202	\$758,633
ITS 6 new + 6 exist. FTE @ 1108 Lavaca	\$234,155	\$143,096						
Total w/ITS at 1108 Lavaca	\$459,385	\$143,096	\$602,481	\$143,096	\$143,096	\$143,096	\$143,096	\$1,174,865

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

39	Notes								
40	1. See "Rusk Building Options Executive Summary" for list of all departments considered for Rusk occupancy and findings.								
41	2. Selection criteria for Rusk occupant:								
42	a. Rusk purchased with intent to redevelop site in conjunction with Block 126 (USB), so occupancy will be temporary.								
43	Expectation is for occupant of the Rusk to be temporary.								
44	b. Rusk occupant must have low public traffic.								
45	c. Rusk occupant can have only minimum renovation to avoid major ADA corrections costing \$400,000.								
46	d. Rusk occupant must optimize the use of space within this building.								
47	3. K2 Option best meets these criteria and is the lowest cost option excluding BEFIT.								
48	4. Future Expansion space for FMD and PBO is created in options K2 and A1.								
50	5. BEFIT project costs include for 2 HRMD and 1 ITS new FTE to have workspaces within their home department.								
51	New FTE for Auditor (7) and Purchasing (2) only need space with the BEFIT project team office.								
52	Existing FTE work on BEFIT and new FTE pick up normal workload.								
53	6. ITS does not recommend wireless data distribution, because this does not meet current ITS standards.								
57	7. Renovation costs at Rusk include minor ADA corrections at \$11,000 and minor refinish/repairs at \$3,500.								
58	8. ITS cabling costs for PBO at Rusk and USB includes CATV outlets for current FTE's.								
59	ITS cabling costs for PBO at Rusk are higher than for FMD because PBO needs 10 more CATV outlets than FMD.								
60	9. ITS 5 new FTE, for whom \$25,000 FFE is shown, include:								
61	2 FTE - FACTS Financial Team (Req ID 3207)								
62	2 FTE - Mobile Data Support Team (Req ID 3208)								
63	1 FTE - Identity & Access Mgmt (Req ID 3209)								
64	There are no space costs for the continuation of the 1 FTE for ITS assigned to JPS Programming.								
65	10. Costs for JP 5 Warrant Clerk are not related to the Rusk Building and therefore are not included in this analysis.								
66	11. Security system "basic" improvements for Rusk Building and lease space are included in the costs shown.								



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: County Judge and Commissioners Court

FROM: Rodney Rhoades

DATE: August 27, 2008

SUBJECT: Rusk Options

In preparation for the discussion on moving departments to the Rusk facility, I would like to provide you with my thoughts. Planning and Budget has no issues with moving to Rusk should the Commissioners Court determine that they do not feel having PBO immediately adjacent to them is necessary.

I do not think the option of moving to the USB will provide any benefit for PBO. This option has not been formally discussed with me and as I understand it, the space is not as conducive to the needs of the department without some modification.

I am available to discuss this item on Tuesday.

6

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: September 2, 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
ACTION REGARDING:

- A. ALLOCATION OF SPACE IN THE RAY MARTINEZ BUILDING FOR THE COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT (CSCD) COUNSELING PROGRAM AND CANCELING THE SEARCH FOR LEASE SPACE FOR THIS CSCD COUNSELING PROGRAM;
- B. APPROVAL OF THE SCHEMATIC LAYOUT OF THE CSCD COUNSELING PROGRAM AT THE RAY MARTINEZ BUILDING;
- C. APPROVAL OF THE REALLOCATION OF FUNDS TO COVER THE RENOVATION COSTS FOR THE CSCD COUNSELING PROGRAM.

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:

Dr. Geraldine Nagy, Director, CSCD (44608)
 Rodney Rhoades, Executive Manager, PBO (49106)
 Roger A. El Khoury, M.S., P.E., Director, Facilities Management Department (44579)

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY CLERK'S OFFICE
08 AUG 27 PM 12:00



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: PCT4-07-08R-4R

File: 101

TO: The Commissioners Court

VIA: Alicia Perez, Executive Manager, Administrative Operations

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

A handwritten signature in black ink, appearing to read "Roger El Khoury", is written over the "FROM:" line and extends into the "DATE:" line.

DATE: August 26, 2008

SUBJECT: CSCD Counseling Program

Proposed Motion:

Consider and take appropriate action regarding action regarding:

- A. Allocation of space in the Ray Martinez Building for the Community Supervision & Corrections Department (CSCD) Counseling Program and canceling the search for lease space for this CSCD Counseling Program;
- B. Approval of the schematic layout of the CSCD Counseling Program at the Ray Martinez Building;
- C. Approval of the reallocation of funds to cover the renovation costs for the CSCD Counseling Program.

Summary and Staff Recommendation:

Facilities Management Department (FMD) recommends approval for the allocation of space recently vacated at the Ray Martinez Building by the CSCD Mental Health Unit, which moved to 4920 IH 35, to the CSCD Counseling Program. FMD recommends canceling the search for lease space for this program.

FMD also recommends approval of the schematic design layout of this space to facilitate CSCD's counseling program.

FMD recommends allocation of a portion of the funds earmarked for the Counseling Program for potential lease costs plus budgeted funds available in FMD accounts to provide ITS support at the lease space be reallocated. These funds will cover the necessary cost of renovations including the ITS support requirements, chairs for the counseling rooms and one time security items.

Background:

CSCD received state funding to implement a new counseling program at the beginning of this fiscal year. The County was asked to provide the associated funding for the space to accommodate this new counseling program. FMD was tasked to locate an acceptable lease space to house this program. FMD found a location which was not acceptable to the neighborhood associations. FMD has been working through a real estate broker since then to find a suitable location.

In July 2008, CSCD relocated some of the Mental Health Unit from the Ray Martinez Building to leased space at 4920 IH 35. This move has resulted in freeing up space at the Ray Martinez Building for the new counseling program. While the amount of space vacated is adequate for the program, it requires reconfiguration to fit the needs for the new treatment program. FMD has worked with CSCD to develop an acceptable schematic layout that will meet the needs for this program within the space that is now available. Exhibit One is a memo from Dr. Nagy indicating her support for locating the Counseling Program at the Ray Martinez Building.

The following is a general description of the schematic layout proposed modifications as shown on Exhibit Two and Exhibit Three:

1. 10 group rooms – The group rooms will be located throughout the first floor. Existing space will be renovated to accommodate these rooms.
2. Reception area- The existing reception area will be renovated to include a communication window into the existing waiting area and into the office suite.
3. Training rooms- The existing employee training rooms on the first floor will be converted into group rooms. The employee training rooms will be relocated to the second floor of the facility.

Facilities Management Department will prepare the necessary specifications and drawings to allow implementation of these changes to the Ray Martinez Building. The design work will begin immediately upon approval by the Commissioners Court. FMD anticipates that the work will be accomplished by one of the existing minor construction job order contractors, and that the renovation work will take up to five months to complete the project. The five months is for design, procurement, renovation and move in. The renovated space would be available by the end of January 2009.

Commissioners Court approved \$112,000 in earmarks of allocated reserves and \$116,160 for ITS cabling and equipment to support the Counseling Program in the FY 08 budget. The total funding available is thus \$228,160 as shown on the table on next page. Estimated cost of executing the project at the Ray Martinez Building is \$175,002 as shown. This leave \$53,158 of the total available funding that would be available for other programs. There is another cost associated with the program, specifically an additional 16 staff hours per week for Constable 4 in the annual amount of \$32,851. CSCD will be bringing this operations item to the Court as a separate issue.

Available fund for potential lease for the counseling program	
Amount budgeted in FMD for ITS infrastructures	\$ 116,160
Amount parked in earmark in Allocated Reserves for the lease cost	\$ 112,000
Total Amount Available	\$ 228,160
Estimated cost of the project at Ray Martinez Building	
Renovations	\$ 123,002
ITS Infrastructures	\$ 20,000
Security equipment	\$ 20,000
FFE	\$ 12,000
Total Estimated Cost	\$ 175,002
Saving = Budgeted Amount minus Estimated Cost	
Total Saving	\$ 53,158

Budgetary and Fiscal Impact:

FY08: Project will require \$175,002 of the available funding (\$116,160 plus \$112,000 earmarked) to complete the project. As a result, the requirement for ongoing lease payments will be eliminated.

Required Authorizations:

LEGAL: N/A
BUDGET: Rodney Rhoades, Executive Manager, PBO
PURCHASING: N/A

Exhibits:

1. CSCD memo, August 8, 2008
2. Ray Martinez Building First Floor Plan
3. Ray Martinez Building Second Floor Plan

ADULT PROBATION DEPARTMENT

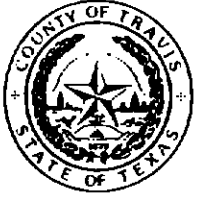
of Travis County

Central Unit
PO Box 2245
Austin, TX 78768
512-854-4600
512-854-4606 Fax

North Unit
10409 Burnet Rd
Austin, TX 78758
512-854-9775
512-854-4533 Fax

South Unit
4011 McKinney Falls Pkwy. Ste. 1300
Austin, TX 78744
512-854-CSCD (2723)
512-854-4612 Fax

SMART
3404 S FM 973
Del Valle, TX 78617
512-854-3150
512-247-5567 Fax



www.co.travis.tx.us/AdultProbation
Voice Response System: 512-495-6563

Dr. Geraldine Nagy, Director
Rosie Ramón-Durán, Assistant Director

MEMORANDUM

TO: Roger El-Khoury, Facilities Management Director

FROM: Geraldine Nagy, Director

DATE: August 8, 2008

SUBJECT: CSCD Counseling Program Space

This memorandum serves to document Travis County Adult Probation Department's request to house our new Counseling Program (previously known as the Day Treatment Center) in the Ray Martinez Building at McKinney Falls Parkway. This opportunity is possible because our Mental Health Unit has co-located this summer with MHMR at 4920 N IH35, a move that left 15 offices vacant.

Locating the CSCD Counseling Program at Mc Kinney Falls would not only save Travis County the on-going cost of providing lease space for the Counseling Program but a cost savings would be realized by our department by utilizing the existing physical space and staff infrastructure currently in place at this location, i.e. equipment (metal detector), telephone and reception support as well as day time security. Additionally, the majority of our probationers are already used to reporting to this location and this would also be a benefit.

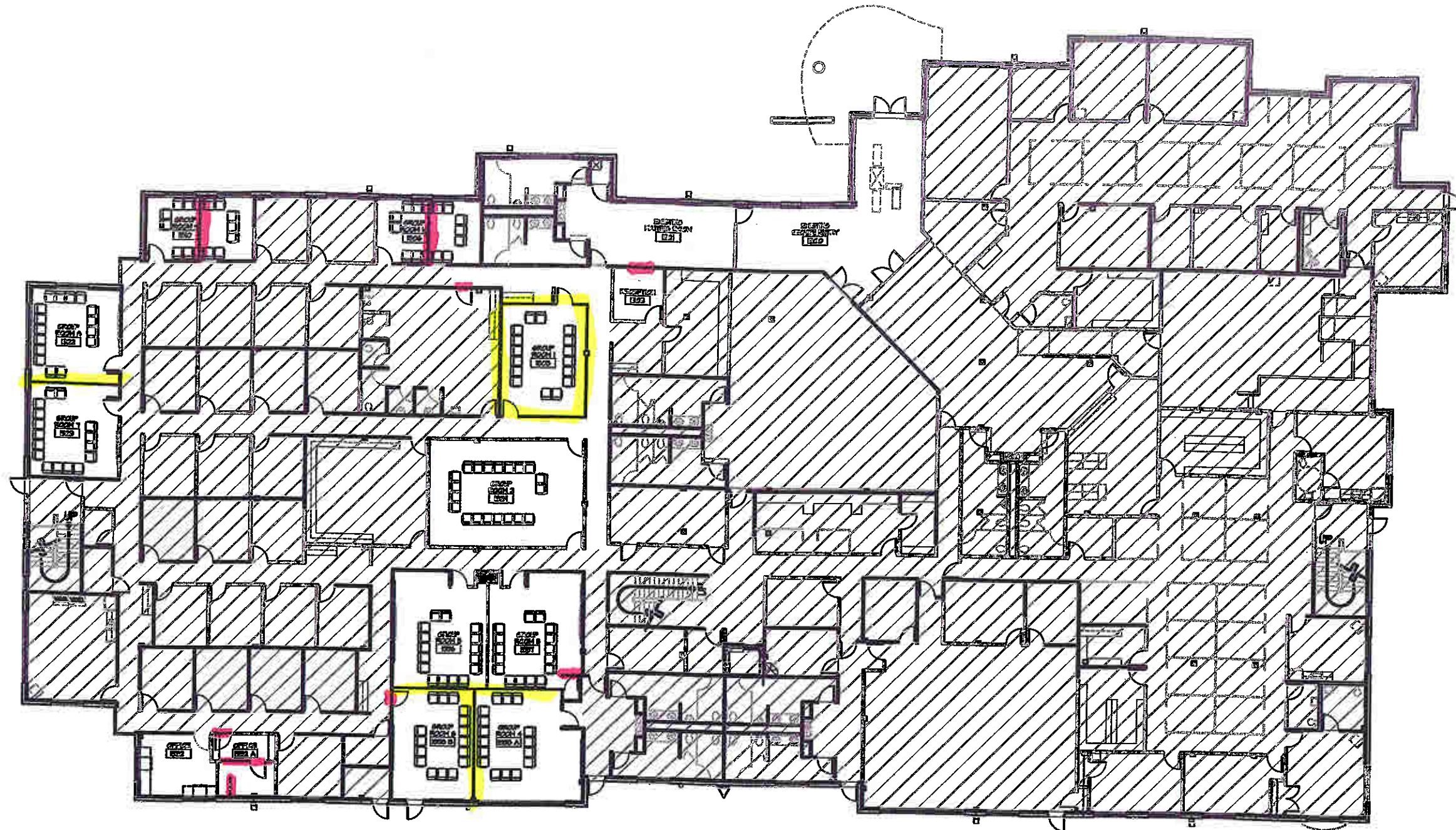
We do not anticipate expanding other units into the space vacated by the Mental Health Unit. Our future strategic plan to handle growth in our probation population includes relying on more group reporting and this space will also meet that need.

We would also need funding for additional hours for the Constable's staff to provide security for counseling groups held from 6:00 p.m. to approximately 9:00 p.m. daily and 8:00 a.m. to 1:00 p.m. on Saturdays.

My staff or I are available to answer any questions regarding this request.



TRAVIS COUNTY
FACILITIES MANAGEMENT
DEPARTMENT
1010 LAVACA, SUITE 400
P.O. BOX 1748 AUSTIN,
TEXAS 78767
PHONE (512) 854-9661
FAX (512) 854-8226



COUNSELING PROGRAM
CSCD
PCT 4 OFFICE BLDG.
TRAVIS COUNTY, TX

NO WORK IN THIS AREA
 NEW WALLS
 WALLS TO BE REMOVED

1ST FLOOR-PCT. 4 OFFICE BUILDING

PROPOSED FLOOR PLAN

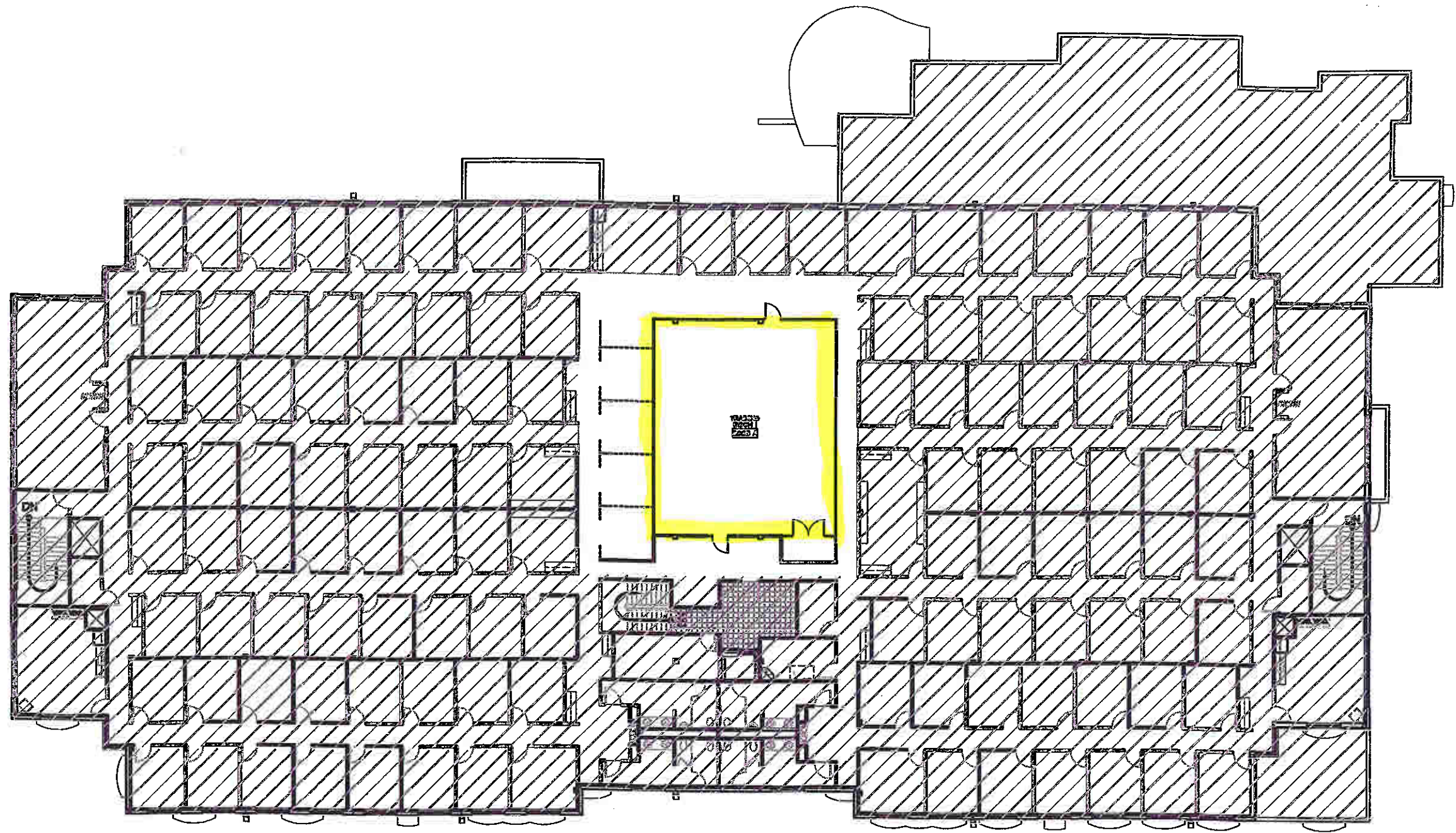


9/22/10

PROJECT NO.	
SCALE:	AS NOTED
DRAWN BY:	
CHECKED BY:	
SHEET TITLE	FLOOR PLAN
SHEET NUMBER	A1.0



TRAVIS COUNTY
FACILITIES MANAGEMENT
DEPARTMENT
1010 LAVACA, SUITE 400
P.O. BOX 1748 AUSTIN,
TEXAS 78767
PHONE (512) 854-9361
FAX (512) 854-9226



COUNSELING PROGRAM
CSCD
PCT 4 OFFICE BLDG.
TRAVIS COUNTY, TX

-  NO WORK IN THIS AREA
-  NEW HALLS
-  HALLS TO BE REMOVED

2ND FLOOR-PCT. 4 OFFICE BUILDING



PROJECT NO.
SCALE: AS NOTED
DRAWN BY:
CHECKED BY:

SHEET TITLE
FLOOR PLAN

SHEET NUMBER
A1.1



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

7

Approved by: _____

Cyd V. Grimes 8/25/08

Voting Session: Tuesday, September 2, 2008

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR PROFESSIONAL ENGINEERING SERVICES, NORTHEAST METRO PARK, PHASE II, RFQ NO. Q080083-LP, TO THE HIGHEST QUALIFIED RESPONDENT, LAND DESIGN PARTNERS, INC. (TNR)

Points of Contact:

- Purchasing:** Lee Perry
- Department:** (TNR), Joe Gieselman, Executive Manager; Steve Manilla, Public Works Director
- County Attorney (when applicable):** John Hille
- County Planning and Budget Office:** Leroy Nellis
- County Auditor's Office:** Susan Spataro, Jose Palacios
- Other:**

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➤ **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 above referenced project is architecture and engineering design for the Northeast Metro Park Phase III improvements project. Phase III will add two restrooms, sidewalks, skate park, plaza, picnic shelter, covered tot and kid playground. Additional roadway and parking spaces will also be included. The proposed design phase includes all work necessary for providing construction documents.

On February 7, 2008, four (4) proposals were received, in which TNR staff evaluated and rated the qualifications of each firm using a standard rating form, as developed by TNR. As a result, a short-list consisting of the top two (2) firms, Land Design Partners, Inc. and BWM Group, was generated. Each short-listed firm gave an oral presentation and was asked several standard questions on March 20, 2008 to determine the highest qualified firm for completing the required work. As a result of these interviews and their proposal, the top Rated firm, Land Design Partners, Inc., was selected. The Court approved contract negotiations with Land Design Partners on April 8, 2008.

TNR request, with Purchasings concurrence, contract approval for \$443,517.08.00 with Land Design Partners, Inc., for this project.

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

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$443,517.08 (Not-to-Exceed)

Contract Type: Architect/Engineer

Contract Period: Through Contract completion

➤ **Contract Modification Information:**

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

Modification Type: N/A

Modification Period: N/A

➤ **Solicitation-Related Information:**

Solicitations Sent: 78

Responses Received: 8

HUB Information: Vendor is not a HUB

% HUB Subcontractor: 34%

➤ **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: Contract is being routed for signatures. Draft is attached.

➤ **Funding Information:**

Purchase Requisition in H.T.E.: 436431

Funding Account(s): 472-4945-809-8120

Comments:

➤ **Statutory Verification of Funding:**

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

ATTACHMENT 8

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TRAVIS COUNTY
AND

LAND DESIGN PARTNERS, INC.

FOR
ARCHITECTURAL/ENGINEERING SERVICES

FOR
THE NORTHEAST METRO PARK IMPROVEMENTS, PHASE III

TRAVIS COUNTY ~~PRECINCT 2~~

CONTRACT NO. 08AE0083LP

DRAFT

PROFESSIONAL SERVICES AGREEMENT (PSA)

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PROFESSIONAL SERVICES AGREEMENT (PSA)

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Agreement is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas, (the "COUNTY") and LAND DESIGN PARTNERS, INC. (the "CONSULTANT") (this "Agreement").

WHEREAS, the COUNTY desires to obtain professional architectural/engineering/landscape architecture services for the design of new amenity centers and attendant facilities at the Northeast Metro Park, in Precinct 2 (the "Project"); and

WHEREAS, the ARCHITECT/ENGINEER/LANDSCAPE ARCHITECT has the professional ability and expertise to fulfill the requirements of the Project, and to counsel the COUNTY in the selection and analysis of cost-effective alternatives;

WHEREAS, this Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the amount and sufficiency of which are acknowledged, the COUNTY and the CONSULTANT agree as follows:

**SECTION 1
EMPLOYMENT OF THE CONSULTANT**

- 1.1 The COUNTY agrees to contract with the CONSULTANT as an independent contractor and the CONSULTANT agrees to perform professional architectural/engineering/landscape architecture design services as described herein. As a condition to this contractual obligation, it is specifically agreed that any disputes arising hereunder shall be submitted to the Executive Manager of Travis County Transportation and Natural Resources (the "EXECUTIVE MANAGER"). Disputes pertaining to non-technical matters shall be handled in accordance with Paragraph 11.9 of this Agreement. The EXECUTIVE MANAGER shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Travis County Commissioners Court (the "Commissioners Court") shall be final and binding.
- 1.2 The COUNTY shall provide the CONSULTANT convenient access to all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to the Project. The CONSULTANT shall make copies of needed information and promptly return all originals. Cost of such copies will be a reimbursable expense. The CONSULTANT's copies of the foregoing material shall be returned to the COUNTY upon completion of the Project, if the EXECUTIVE MANAGER so instructs the CONSULTANT.
- 1.3 The COUNTY cannot guarantee the accuracy of all information which it provides to the CONSULTANT. The CONSULTANT may rely on professional sealed documents to the extent that the original professional would have been held liable for the information contained therein, in accordance with industry standard practice. Information provided in record or as-built documents that is critical to

the current design work should be field verified by the CONSULTANT in accordance with his professional judgment. The CONSULTANT may rely on other project information provided by the COUNTY, such as program data or design criteria, in accordance with industry standards, except as otherwise modified herein.

- 1.4 If the EXECUTIVE MANAGER observes or otherwise becomes aware of any fault or defect in the Work Product, as defined herein, the EXECUTIVE MANAGER shall give prompt written notice thereof to the CONSULTANT. The CONSULTANT shall correct any such fault or defect at no cost to the COUNTY.

SECTION 2 BASIC SERVICES OF THE CONSULTANT

- 2.1 The CONSULTANT shall be responsible for the complete design and documentation of the work described herein, and shall prepare the Work Product, as defined herein, which shall be acceptable to the EXECUTIVE MANAGER. The CONSULTANT shall also serve as the COUNTY'S professional consultant in those phases of the Project to which this Agreement applies and shall consult with and give advice to the COUNTY during the performance of the Project.
- 2.2 The CONSULTANT shall perform the "Basic Services," which shall mean:
- 2.2.1 all elements of labor, materials and equipment required for the Project, which shall be rendered to the satisfaction of the EXECUTIVE MANAGER and the Commissioners Court and in accordance with the requirements, policies, and standard practices of Travis County;
 - 2.2.2 the detailed Scope of Services for the Project, set forth Appendix A, attached hereto and made a part hereof (the "Scope of Services");
 - 2.2.3 all requirements stated in the Qualifications Statement submitted by the CONSULTANT in response to that RFQ, attached hereto as Appendix B and made a part hereof;
 - 2.2.4 the Work Product, as defined herein, which the CONSULTANT shall submit to the COUNTY for review at regular intervals, as specified in the Project Schedule to be provided by the CONSULTANT, attached hereto as Exhibit 3 and made a part hereof.
- 2.3 The CONSULTANT shall use all applicable codes in performing the Basic Services for the Project. The standards, codes, specifications, or other technical, design or professional requirements applying to this project shall be the latest edition in effect on the date on which this PSA is executed, unless the CONSULTANT and the COUNTY expressly agree otherwise. The applicable codes for this project include but is not limited to:
- a. Uniform Building Code
 - b. National Fire Code
 - c. National Plumbing Code
 - d. National Mechanical Code
 - e. City of Austin Energy Guidelines/Codes, or applicable electric service provider's
 - a. Travis County Design Standards for Construction of Streets and Drainage in Subdivisions
 - b. AASHTO A Policy on Geometric Design of Highways and Streets
 - d. Texas Manual of Uniform Traffic Control Devices for Streets and Highways (current edition

- and revisions)
- e. Texas Department of Transportation Construction Manual
- f. City of Austin Drainage Criteria Manual (current version and updates)
- g. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets and Bridges, 2004
- h. National Environmental Policy Act (NEPA)
- i. Architectural Barriers, Texas Department of Licensing and Regulation
- j. Americans with Disabilities Act (ADA) Regulations
- k. Army Corps of Engineers Regulations
- l. Edwards Aquifer Regulations
- m. Texas Commission on Environmental Quality applicable regulations

- 2.4 As part of the services, the CONSULTANT shall report any suspected hazardous materials in the areas of proposed construction to the County. Hazardous materials assessment and abatement work will be provided by the County under separate contract.

SECTION 3 CONSTRUCTION COST

- 3.1 The construction cost is the total cost to the COUNTY of all elements of the Project designed or specified by the CONSULTANT (the "Construction Cost").
- 3.2 The Construction Cost includes the cost at current market rates, including a reasonable allowance for overhead and profit, (i) of labor and materials and any equipment which has been designed, specified, selected, or specially provided for by the CONSULTANT and (ii) of permitting fees and other fees and charges required by the City of Austin or other governmental authorities. The Construction Cost does not include the compensation of the CONSULTANT and other consultants.
- 3.3 Detailed estimates of the Construction Cost prepared by the CONSULTANT represent the CONSULTANT'S best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the CONSULTANT nor the COUNTY has control over the cost of labor, materials, or equipment, over contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions.
- 3.4 The CONSULTANT may include contingencies for design, bidding, and price escalation to determine what materials, equipment, component systems, and types of construction are to be included in the Work Product (as defined in Section 7), and may include in the Work Product alternate bids to adjust the Construction Cost to the fixed limit.
- 3.5 If the Bidding Phase (as described in the Scope of Services) has not commenced within one (1) month after the CONSULTANT submits the Work Product for that phase to the COUNTY, any Project budget or fixed limit of Construction Cost will be adjusted by the CONSULTANT if directed by COUNTY as an additional service, if delay was not caused by the CONSULTANT, to reflect any change in the general level of prices in the construction industry between the date of submission of the Work Product and the date on which bids are sought.
- 3.6 If the Project budget or fixed limit of Construction Cost is exceeded by the lowest responsible bid, the COUNTY may:

- (1) give written approval of an increase in the Project budget or fixed limit,
 - (2) authorize rebidding of the Project within a reasonable time,
 - (3) if the Project is abandoned, terminate this Agreement, or
 - (4) revise the scope of the Project to reduce the Construction Cost.
- 3.7 If the COUNTY chooses to proceed under clause 3.6.4 above, the CONSULTANT, without additional compensation, shall modify the documents that the CONSULTANT is responsible for preparing under the Basic Services portion of this Professional Services Agreement, as necessary to comply with the fixed limit.
- 3.8 The CONSULTANT shall estimate the total project budget, including reimbursables, contingency, permit fees and agency fees. The budget shall not include (i) hazardous material testing and removal if any is required or (ii) any costs for furniture, fixtures and equipment. As part of the services, the CONSULTANT shall report any suspected occurrence of hazardous materials in the areas of proposed remodeling to the County. Hazardous materials abatement work will be provided by the County under separate contract.

SECTION 4 COMPENSATION AND PAYMENT SCHEDULE

- 4.1 In consideration of the CONSULTANT's performance of the Basic Services, the CONSULTANT shall receive the Basic Services compensation described in Exhibit 1, attached hereto and made a part hereof. The Basic Services compensation shall be paid in accordance with the payment schedule set forth in Exhibit 1.
- 4.2 For the performance of services not specifically described in the Basic Services (the "Additional Services"), the CONSULTANT shall receive the Additional Services compensation described in Exhibit 1.
- 4.3 In the event of any dispute over the classification of the CONSULTANT's services as "Basic" or "Additional" services under this Agreement, the decision of the EXECUTIVE MANAGER shall be final and binding on the CONSULTANT.

SECTION 5 PERIOD OF SERVICE

- 5.1 The CONSULTANT shall perform the professional services described herein, whether "Basic" or "Additional" services, in accordance with the Project Schedule, attached hereto as Exhibit 3 and made a part hereof. Any such modification shall include an update to the Project.
- 5.2 This Agreement shall become effective on the Effective Date, as defined herein, and shall remain in full force and effect for the period required for the complete design of, construction contract award for, and construction of the Project, including warranty periods and any extensions of time as provided herein (the "Project Completion Date"), unless sooner terminated as provided for herein.
- 5.3 If the performance by CONSULTANT or the COUNTY of either party's obligations hereunder is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any

person or persons not a party hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof. Upon the discovery of such an event, the party whose performance is affected under this section shall notify the other party, and a special meeting shall be called by the EXECUTIVE MANAGER to propose a program for a solution to the problem, and if necessary, to establish an estimated period of time of suspension or extension of the Project Completion Date. A written request for an extension of time, when properly documented and justified by the circumstances, may be granted by the EXECUTIVE MANAGER.

SECTION 6 COORDINATION WITH COUNTY

- 6.1 The EXECUTIVE MANAGER shall act on behalf of the COUNTY with respect to any and all services to be performed under this Agreement. The EXECUTIVE MANAGER shall have complete authority to interpret and define the COUNTY's policies and decisions with respect to the CONSULTANT's services. The EXECUTIVE MANAGER may designate representatives to transmit instructions and receive information.
- 6.2 The CONSULTANT shall not commence work until the CONSULTANT has been thoroughly briefed on the scope of the Project by the EXECUTIVE MANAGER. The CONSULTANT shall not commence work on the Project until receipt of a written notice to proceed issued by the Travis County Purchasing Agent upon the recommendation of the EXECUTIVE MANAGER (the "Notice to Proceed"). The CONSULTANT shall not commence work on any phase of the Project, as such phases are described in the Scope of Services, until receipt of written authorization to proceed, which shall be issued by the EXECUTIVE MANAGER.
- 6.3 At the beginning of each phase and before written authorization to proceed with that phase is issued, the CONSULTANT shall submit to the EXECUTIVE MANAGER the Project Schedule, as updated and adjusted as required for each phase. In addition, the CONSULTANT shall make monthly progress reports with comparisons to the Project Schedule.
- 6.4 In addition to the CONSULTANT's obligations described in the Scope of Services pertaining to meetings, at intervals that shall not exceed thirty (30) days, the CONSULTANT shall arrange for and attend progress meetings with representatives of the COUNTY and, as applicable, any other governmental authority having jurisdiction over the Project to explain and receive feedback on the work-in-progress.
- 6.5 The CONSULTANT shall furnish all available data and reasonable assistance necessary to comply with established application, review, and approval processes for any permits, grants, or planning advances required for the Project. The CONSULTANT shall familiarize himself with and comply with established application, review, and approval processes as necessary to assure that reasonable compliance will cause no delay to the Project Schedule.
- 6.6 The CONSULTANT shall have the responsibility at all times under the terms of this Agreement for advising the COUNTY whether in the CONSULTANT's judgment it is feasible to proceed with the Project given any constraints affecting the Project.
- 6.7 The CONSULTANT shall cooperate and coordinate with the COUNTY's staff and other consultants and contractors as reasonable and necessary in performance of this Agreement and as required by the EXECUTIVE MANAGER.

SECTION 7 WORK PRODUCT

- 7.1 The term "Work Product" shall mean any reports, drawings, plans, specifications and any other documents created, obtained or assembled in connection with performance of this Agreement and with the services rendered in connection with the Project, including but not limited to any and all deliverables for each phase of the Project as described in the Scope of Services.
- 7.2 The Work Product shall be submitted by the CONSULTANT for each phase of the Project on or before the dates specified in the Project Schedule provided by the CONSULTANT. Upon receipt of the Work Product, the submission shall be checked for completion. A "Complete" submission shall mean that all items listed, referenced and otherwise described in this Agreement relating to that phase of the Project have been included.
- 7.3 If the submission is Complete, the COUNTY shall notify the CONSULTANT and the COUNTY's Technical Review Process, as defined herein, will begin. If the submission is incomplete, the COUNTY shall notify the CONSULTANT, who shall perform such professional services as are required to complete the Work Product for that phase and shall resubmit it to the COUNTY.
- 7.4 COUNTY's "Technical Review Process" shall mean County's review of the Complete Work Product for substantial compliance with the technical specifications and requirements included in the Basic Services. If necessary, the Complete Work Product shall be returned to the CONSULTANT, who shall perform any professional services required for such compliance and resubmit the Complete Work Product to the COUNTY.
- 7.5 The process described in paragraph 7.3 and 7.4 shall be repeated until the Work Product is accepted by County. "Acceptance" shall mean that in the EXECUTIVE MANAGER's opinion substantial compliance with the technical specifications and requirements has been achieved.
- 7.6 After Acceptance, the CONSULTANT shall perform any required modifications, corrections, redesigns, and additional work as requested by the COUNTY and any other governmental entities having jurisdiction over the Project and as necessary to receive final approval by the EXECUTIVE MANAGER. "Approval" shall mean formal written recognition that the Work Product for that phase is Complete and that compliance with the technical specifications and requirements has been fully achieved.
- 7.7 In the event of any dispute over the classification of the CONSULTANT's Work Product as "Complete", "Accepted", or "Approved" under this Agreement, the decision of the EXECUTIVE MANAGER shall be final and binding on the CONSULTANT.

SECTION 8 REVISION TO WORK PRODUCT

- 8.1 After Approval by County of the Work Product for each Project phase, the CONSULTANT shall, without additional compensation, perform any professional services required as a result of the CONSULTANT's development of the Work Product which are found to be in error or omission. In addition, if it is necessary to revise the Work Product in order to make the Project constructable, the

CONSULTANT shall do so without additional compensation. However, after Approval by County, any revisions, additions, or other modifications made at the COUNTY's request for the convenience of County, which involve extra services and expenses to the CONSULTANT, shall entitle the CONSULTANT to additional compensation for such extra services and expenses and shall be paid as Additional Services in accordance with Exhibits 1 and 2. Written authorization for Additional Services must be obtained in advance in accordance with Exhibit 1.

SECTION 9 REIMBURSABLE EXPENSES

- 9.1 "Reimbursable Expenses" shall mean expenses in addition to the compensation for Basic Services or Additional Services set forth in Exhibits 1 and 2, and shall include actual expenditures made by the CONSULTANT in the interest of the Project for the expenses listed below:
- 9.1.1 Expense of reproductions, plotting of drawings, and/or other documents for other than the in-house use of the CONSULTANT. Also allowable as reimbursables are postage, delivery expenses, and mileage that are for the Work Product(s);
 - 9.1.2 Expense of review and permitting fees as required by governmental authorities having jurisdiction over the Project; and
 - 9.1.3 The Sub-consultant Management Fee is a to be determined (TBD) percentage negotiated between the COUNTY and the CONSULTANT, for the management of any sub consultants utilized in the performance of the Basic Services or Additional Services set forth in Exhibits 1 and 2. The COUNTY reserves the right to waive the Sub-consultant Management Multiplier during negotiations.
- 9.2 Unless this Agreement has been amended or modified as provided herein, at no time shall the payments made for each of the above-listed categories of Reimbursable Expenses exceed the amount shown in Exhibit 1.
- 9.3 Payment of Reimbursable Expenses shall be made monthly upon presentation of the CONSULTANT's statement of services rendered or expenses incurred. Receipts for all reimbursable expenses shall be submitted with each invoice. The COUNTY does not reimburse for sales taxes paid by the CONSULTANT. The CONSULTANT may obtain a Tax Exempt Certificate from the Travis County Purchasing Office.

SECTION 10 SUSPENSION AND TERMINATION OF AGREEMENT

- 10.1 SUSPENSION. The COUNTY may suspend performance of this Agreement at any time for any reason without terminating this Agreement by giving CONSULTANT written Notice of Suspension (a "Notice of Suspension"). The "Effective Date of Suspension" shall be the date on which CONSULTANT receives the Notice of Suspension, and this date shall begin the Suspension Period. Performance may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by the CONSULTANT of written notice of reinstatement from the COUNTY. Upon the Effective Date of Suspension, the CONSULTANT shall follow the procedures described below:

- 10.1.1 Upon receipt of a Notice of Suspension, the CONSULTANT shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the Effective Date of Suspension. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the Effective Date of Suspension, including but not limited to the Work Product, shall be prepared for possible delivery to the COUNTY upon COUNTY's request.
- 10.1.2 During the Suspension Period, the CONSULTANT may submit the above-referenced statement to the COUNTY for payment of the approved services actually performed under this Agreement, less previous payments.
- 10.2 **TERMINATION FOR CONVENIENCE.** The COUNTY reserves the right to terminate this Agreement for reasons other than default by the CONSULTANT, including for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order, by delivering to the CONSULTANT a written notice (a "Notice of Termination"), which shall take effect on the tenth day following receipt by the CONSULTANT ("Termination for Convenience"). Termination for Convenience shall not be made when termination is authorized under any other provisions of this Agreement and Termination for Convenience shall not be taken with the intention of awarding the same or similar contract requirements to another source.
- 10.2.1 Upon receipt of a Notice of Termination and prior to the effective date of termination, the CONSULTANT shall, unless the Notice of Termination otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination, the CONSULTANT shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.
- 10.2.2 Copies of all completed or partially completed designs, plans, specifications and other work product prepared under this Agreement prior to the effective date of termination shall be delivered to the COUNTY as a precondition to any final payment due under this Agreement.
- 10.2.3 Upon the above conditions being met, the COUNTY shall pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.2.4 Failure by the CONSULTANT to submit the required statement described in paragraph 10.2.1 and to comply with the above stated conditions shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.
- 10.3 **TERMINATION FOR DEFAULT.** Either party may terminate this Agreement for the failure of the other party to perform any provisions of this Agreement, through no fault of the terminating party ("Termination for Default") by delivering written notice of termination (a "Notice of Termination for Default") to the defaulting party. The Notice of Termination for Default shall take effect on the tenth day following receipt by the defaulting party. In the event of Termination for Default, the COUNTY and its officials, agents and representatives shall not be liable for loss of any profits.

Termination by CONSULTANT:

- 10.3.1 In the event the CONSULTANT exercises its right to terminate for default by the COUNTY, within thirty (30) days after receipt by the COUNTY of the CONSULTANT's Notice of Termination for Default, the CONSULTANT shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
- 10.3.2 Copies of all completed or partially completed designs, plans, specifications and other work product prepared under this Agreement prior to the effective date of termination shall be delivered to the COUNTY as a precondition to any final payment due under this Agreement.
- 10.3.3 Upon the above conditions being met, the COUNTY shall pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.3.4 Failure by the CONSULTANT to submit the required statement described in paragraph 10.3.1 and to comply with the above stated conditions shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.

Termination by COUNTY:

- 10.3.5 Upon receipt by the CONSULTANT of a Notice of Termination for Default and prior to the effective date of termination, the CONSULTANT shall, unless the Notice of Termination otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination for Default, the CONSULTANT shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.
- 10.3.6 Copies of all completed or partially completed designs, plans, specifications and other work product prepared under this Agreement prior to the effective date of termination shall be delivered to the COUNTY as a precondition to any final payment due under this Agreement.
- 10.3.7 Upon the above conditions being met, the COUNTY shall pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.3.8 Failure by the CONSULTANT to submit the required statement described in paragraph 10.3.5 and to comply with the above stated conditions shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.
- 10.4 Periods of time during which a Notice of Suspension is in effect or during which a submitted and Complete Work Product is in technical review, as described in Section VII herein, shall not be taken into account in computing the amount of liquidated damages. In the event that an Work Product received by the COUNTY is found to be incomplete, the period of time from the original submittal of the Work Product to the receipt of subsequent submittal necessary to produce a completed submittal shall be taken into account in computing the number of days and the amount of liquidated damages.

10.5 All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

**SECTION 11
CONSULTANT'S RESPONSIBILITY AND LIABILITY**

- 11.1 The CONSULTANT covenants to undertake no task in which a professional license or certificate is required unless CONSULTANT or someone under CONSULTANT's direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, the CONSULTANT shall inform the COUNTY of such event within five (5) working days.
- 11.2 The CONSULTANT shall be responsible for conformance with applicable federal and state laws, COUNTY permitting requirements, and city ordinances currently in effect.
- 11.3 Acceptance and Approval of the Work Product by the COUNTY shall not release the CONSULTANT of any responsibility or liability for the accuracy and competency of CONSULTANT's designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither Acceptance nor Approval by the COUNTY shall be an assumption of responsibility or liability by the COUNTY for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by the CONSULTANT.
- 11.4 Notwithstanding anything in this AGREEMENT to the contrary, the CONSULTANT shall perform all services and responsibilities required of the CONSULTANT under this Agreement using at least that standard of care which a reasonably prudent CONSULTANT in Travis County, Texas, would use in similar circumstances. The CONSULTANT shall perform the duties set forth in this Agreement in a professional manner and nothing in this Agreement shall be construed to relieve the CONSULTANT of this duty.
- 11.5 Any employee of the CONSULTANT, who in the opinion of the COUNTY is incompetent or whose conduct becomes detrimental to the work or coordination with the COUNTY, shall upon the COUNTY's request be immediately removed from association with the Project.
- 11.6 The CONSULTANT shall place his Texas Professional CONSULTANT's seal of endorsement on all documents and Architectural and/or Engineering data furnished to the COUNTY, as required by law.
- 11.7 CONSULTANT is an independent contractor under this Agreement. Neither CONSULTANT nor any officer, agent, servant or employee of CONSULTANT shall be classified as an employee or servant of COUNTY.
- 11.8 **INDEMNIFICATION.** THE CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AND ITS OFFICIALS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, SUITS, AND LIABILITY OF ANY KIND WHETHER MERITORIOUS OR NOT, INCLUDING WITHOUT LIMITATION ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING IN WHOLE OR IN PART FROM ANY NEGLIGENT ACT, NEGLIGENT ERROR OR NEGLIGENT OMISSION OF THE CONSULTANT OR ANY OF ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR SUBCONTRACTORS ON ACCOUNT OF, ARISING OR RESULTING FROM , DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF THIS AGREEMENT.

11.8.1 If any claim, or other action, that relates to the CONSULTANT's performance under this Agreement, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against the CONSULTANT, the CONSULTANT shall give written notice to County of the following information:

- (i) the existence of the claim, or other action, within ten (10) working days after being notified of it;
- (ii) the name and address of the person, firm, corporation, or other entity that made a claim, or that instituted any type of action or proceeding;
- (iii) the alleged basis of the claim, action or proceeding;
- (iv) the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
- (v) the name or names of any person against whom this claim is being made.

11.8.2 Except as otherwise directed, the CONSULTANT shall furnish to County copies of all pertinent

11.8.3 papers received by the CONSULTANT with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

11.9 DISPUTES AND APPEALS (APR '02): The Purchasing Agent acts as the County representative in the issuance and administration of this contract.

In case of a dispute, any document, notice, or correspondence not issued by or to the Purchasing Agent, or other authorized County person, is void unless otherwise stated in this contract. If the Consultant does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Consultant must submit a written notice to the Purchasing Agent, or other authorized County person, within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail.

SECTION 12 OWNERSHIP OF DOCUMENTS

12.1 The CONSULTANT shall furnish the County with Work Product as requested, whether or not they are complete at the end of the Project, or upon suspension or termination of this Agreement, as provided herein. The CONSULTANT shall have the right to retain copies of the Work Product for its records.

12.2 The Work Product, and any other documents, including estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by the CONSULTANT in performance of this Agreement, together with all intellectual property and proprietary rights in and to all such documents, shall upon creation become the sole and exclusive property of the COUNTY and upon completion of the Project shall be delivered to the COUNTY in an organized fashion with the CONSULTANT retaining a copy.

12.3 Any reuse by the CONSULTANT of any such documents described in paragraphs 12.1 and 12.2 without

the specific and prior written consent of the COUNTY shall be at the CONSULTANT 's sole risk and without liability or legal exposure to the COUNTY. Should this Agreement be terminated prior to completion of the Project, the CONSULTANT shall not be liable for the COUNTY's use of partially completed designs, plans, or specifications on this Project or any other Project.

- 12.4 The CONSULTANT shall not be responsible for any use or any modifications to the documents described in paragraphs 12.1 and 12.2 performed by any other entity , without the specific written consent of the CONSULTANT.

SECTION 13 MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

- 13.1 The CONSULTANT agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the Project, together with documentation of evaluations and study results for a period of five years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- 13.2 The CONSULTANT further agrees that the COUNTY or its duly authorized representatives shall have access to any and all books, documents, papers and records of the CONSULTANT, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

SECTION 14 MISCELLANEOUS

- 14.1 VENUE. This Agreement is governed by and shall be construed in accordance with the laws of the United States of American and the State of Texas, and all obligations under this Agreement are performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.
- 14.2 SEVERABILITY. 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.
- 14.3 EQUAL OPPORTUNITY IN EMPLOYMENT. The CONSULTANT agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit 4, attached hereto and made a part hereof.
- 14.4 CERTIFICATE OF CONSULTANT. The CONSULTANT certifies that neither the CONSULTANT nor any members of the CONSULTANT's firm has:
- 14.4.1 Employed or retained for a commission, percentage, brokerage, contingency fee', or other consideration, any firm or person (other than a bonafide employee working solely for the CONSULTANT) to solicit or secure the services provided by this Agreement.
- 14.4.2 Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person other than in connection with carrying out the services to be performed under this Agreement.

14.4.3 Paid or agreed to pay to any firm, organization, or person (other than bonafide employees working solely for the CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the services provided under this Agreement.

14.4.4 The CONSULTANT further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this Agreement and for those portions of the Project involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

14.5 BIDDING EXEMPTION. This Agreement is exempted from the bidding requirements of the COUNTY Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.

14.6 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 set forth in this section.

The address of the COUNTY for all purposes under this Agreement, unless such notice is specifically directed otherwise, shall be:

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

with copies to (registered or certified mail with return receipt is not required):

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

The address of the CONSULTANT for all purposes under this Agreement, unless such notice is specifically directed otherwise, shall be:

Land Design Partners, Inc.
221 West Sixth Street , Suite 300
Austin, Texas 78701

14.7 INSURANCE. The CONSULTANT agrees during the performance of the services under this Agreement to comply with the insurance requirements set forth in Exhibit 5, attached hereto and made a part hereof.

14.8 FORFEITURE OF AGREEMENT. The CONSULTANT shall forfeit all benefits of this Agreement and the COUNTY shall retain all performance by the CONSULTANT and recover all consideration, or the

value of all consideration, paid to the CONSULTANT pursuant to this Agreement if:

- (i) The CONSULTANT was doing business at the time of submitting its Qualifications Statement or had done business during the 365-day period immediately prior to the date on which its Qualifications Statement was due with one or more Key Contracting Persons if the CONSULTANT has not disclosed the name of any such Key Contracting Person in its Qualifications Statement, which is expressly incorporated in this Agreement; or
- (ii) The CONSULTANT does business with a Key Contracting Person after the date on which the Qualifications Statement that resulted in this Agreement and prior to full performance of this Agreement and fails to disclose the name of that Key Contracting Person in writing to each member of the Commissioners Court and to the Travis County Clerk within 10 days after commencing business with that Key Contracting Person.

“Was doing business” and “does business” shall mean (a) paying or receiving any money or other valuable thing in exchange for personal services or for purchase or use of any property interest, either real or personal, either legal or equitable, or (b) loaning or receiving a loan of money, services, or goods or otherwise creating or having in existence any legal obligation or debt; but does not include (y) any payments, receipts, loans, or receipts of a loan which are less than \$250.00 per calendar year in the aggregate, or (z) any retail transaction for goods or services sold to a key person at a posted, published, or marked price available to the general public.

“Key Contracting Person” shall mean any person or business listed in Attachment 1 to Exhibit 6, attached hereto and made a part hereof.

14.9 **PURCHASE ORDER.** The CONSULTANT and its contractors, subcontractors and vendors shall provide goods and services using the purchase order method. A purchase order number will be assigned by the designated representative of the Travis County Purchasing Office. The CONSULTANT and its contractors, subcontractors and vendors shall reference the Agreement number and the purchase order number on all invoices to the Travis County Facilities Management Department. The terms and conditions contained elsewhere in this Agreement shall prevail over different or contrary terms in any purchase order. All invoices submitted by the CONSULTANT and its contractors, subcontractors and vendors shall reference the purchase order number on the invoice. The COUNTY will not pay invoices that are in excess of the amount authorized by the purchase order.

14.10 **PAYMENTS.** Payment shall be made by check or warrant by upon satisfactory delivery and acceptance of items and submission of invoice to the address below for orders placed by the Purchasing Agent, or as indicated on Purchase Orders placed by other authorized COUNTY offices and/or departments.

Travis County Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78767

As a minimum, a “Correct and Complete” invoice shall include: (i) Name, address, and telephone number of the CONSULTANT and similar information in the event payment is to be made to a different address, (ii) COUNTY Agreement, Purchase Order, or Delivery Order number, (iii) identification of items or service as outlined in the Agreement, (iv) quantity or quantities, applicable unit prices, total prices, and total amount, and (v) any additional payment information which may be called for by this

Agreement.

- 14.11 INTEREST ON OVERDUE PAYMENTS. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.
- 14.12 PROPERTY TAXES. Notwithstanding anything to the contrary herein, if the CONSULTANT is delinquent in the payment of property taxes at the time of providing the services rendered under this Agreement, the CONSULTANT hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.
- 14.13 TAXPAYER IDENTIFICATION. The CONSULTANT shall provide the COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any funds are payable under this Agreement.
- 14.14 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONSULTANT and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONSULTANT may assign, sublet, or transfer their interest in or obligations under this Agreement without the written consent of the other party hereto. IT IS EXPRESSLY ACKNOWLEDGED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.
- 14.15 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM REQUIREMENTS.
- 14.15.1 In consideration of award of this Agreement to the CONSULTANT, the CONSULTANT agrees to maintain a subconsultant relationship with any HUB Subconsultants identified on the HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION Form which was provided with the CONSULTANT's Qualifications Statement. Identification of this relationship should be accomplished through completion of the NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HUBs Form, attached hereto as Exhibit 8 and made a part hereof. The NOI form should be signed by both the CONSULTANT and HUB Subconsultant, with a separate form submitted for each Subconsultant, and provided to the Purchasing Agent within five (5) working days after Notification of Contract Award.
- 14.15.2 During the performance of this Agreement, the CONSULTANT is requested to provide payment information on each HUB Subconsultant using the attached HUB SUBCONTRACTOR/SUBCONSULTANT PAYMENT REPORT Form, attached hereto as Exhibit 9 and made a part hereof. This form should be submitted with each invoice from which a HUB Subconsultant will be paid. For additional information, refer to the completion instructions on the form.
- 14.15.3 No changes or substitutions shall be made for the HUB Subconsultants unless such substitution is also a HUB. Any substitution or changes must have prior approval of the Travis County Purchasing Agent or HUB Coordinator. To request a change the HUB SUBCONTRACTOR/SUBCONSULTANT CHANGE Form, attached hereto as Exhibit 10 must be completed and submitted to the HUB Office. Should there not be a HUB firm available as a replacement, CONSULTANT may request an exemption from this requirement

from the Purchasing Agent or HUB Coordinator.

14.15.4 Prime contractors must obtain pre-approval from the Travis County Purchasing Agent and/or the HUB Coordinator of all changes involving Certified HUB Subcontractors. Modifications to the HUB Subcontractor Participation Plan are permitted only after award of the bid and solely with the prior written approval of the Purchasing Office.

14.16 FUNDING OUT. The COUNTY shall make reasonable efforts within its power to obtain, maintain and properly request and appropriate funds from which the payments provided for in connection with this Agreement may be paid. Notwithstanding any provision to the contrary in this Agreement, in the event that either no funds or insufficient funds are appropriated for any payments due under this Agreement for the period covered by such budget or appropriation, this Agreement shall terminate without penalty to the COUNTY.

14.17 FUNDING. Funds for payment on this Agreement have been provided through the COUNTY budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Agreement is considered a recurring requirement and is included as a standard and routine expense of the COUNTY to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Agreement except for unanticipated needs or events which may prevent such payments against this Agreement. However, the COUNTY cannot guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. The Fiscal Year for the COUNTY extends from October 1st of each calendar year to September 30th of the next calendar year.

14.18 NON-WAIVER OF DEFAULT. No payment, act or omission by the COUNTY may constitute or be construed as a waiver of any breach or default of the CONSULTANT which then exists or may subsequently exist. All rights of the COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or title to the COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, except as expressly provided herein, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

14.19 MEDIATION. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in the Tex. Civ. Prac. And Rem. Code, 154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in Tex. Civ. Prac. And Rem Code 154.073, unless both parties agree, in writing, to waive the confidentiality. All communications within the scope of the mediation must remain confidential as described in Tex. Civ. Prac. And Rem Code 154.073, unless both parties agree, in writing, to waive the confidentiality.

14.20 OFFICIALS NOT TO BENEFIT. If a member of the Commissioners Court belongs to a cooperative association, the COUNTY may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

14.21 CONSULTANT CERTIFICATIONS:

14.21.1 CONSULTANT certifies that CONSULTANT (i) is a duly qualified, capable and otherwise bondable business entity, (ii) is not in receivership and does not contemplate same, (iii) has not filed for bankruptcy, and is not currently delinquent with respect to payment of property taxes within Travis County, and (iv) is duly licensed in the State of Texas to perform the work described in this Agreement.

14.21.2 CONSULTANT further represents and warrants that (i) all applicable copyrights, patents and licenses which may exist on materials used in this Agreement have been adhered to and (ii) the COUNTY shall not be liable for any infringement of those rights and any rights granted to the COUNTY shall apply for the duration of this Agreement. CONSULTANT shall indemnify the COUNTY, its officers, agents and employees from all claims, losses, damages, causes of action and liability of every kind including expenses of litigation, and court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses of copyrights applicable to materials used in this Agreement.

14.22 CIVIL RIGHTS/ADA COMPLIANCE. The CONSULTANT shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] as if the CONSULTANT were an entity bound to comply with these laws. The CONSULTANT shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

14.23 GRATUITIES. The COUNTY may terminate this Agreement if it is found that gratuities of any kind, including entertainment, or gifts were offered or given by the CONSULTANT or any agent or representative of the CONSULTANT, to any County Official or employee with a view toward securing favorable treatment with respect to this Agreement. If this Agreement is terminated by the COUNTY pursuant to this provision, the COUNTY shall be entitled, in addition to any other rights and remedies, to recover from the CONSULTANT at least three times the cost incurred by CONSULTANT in providing the gratuities.

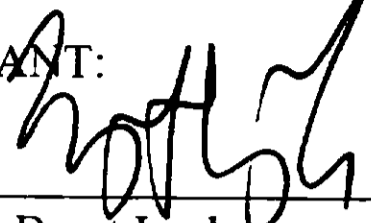
14.24 MONITORING. The COUNTY reserves the right to perform periodic on-site monitoring of the CONSULTANT's compliance with the terms of this Agreement and of the adequacy and timeliness of the CONSULTANT's performance under this Agreement. After each monitoring visit, the COUNTY shall provide the CONSULTANT with a written report of the monitor's findings. If the report notes deficiencies in the CONSULTANT's performances under the terms of this Agreement, it shall include requirements and deadlines for the correction of those deficiencies by the CONSULTANT. The CONSULTANT shall take action specified in the monitoring report prior to the deadlines specified.

14.25 INCORPORATION OF EXHIBITS AND ATTACHMENTS. All of the exhibits, attachments, and appendices referred to in this Agreement are incorporated by reference as if set forth verbatim herein.


- 14.26 ENTIRE AGREEMENT. This Agreement represents the entire and integrated Agreement between the COUNTY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements, either oral or written.
- 14.27 TEXAS PUBLIC INFORMATION ACT. Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by County or any of its officials, employees, agents or representatives in connection with this Agreement shall be subject to the provisions of the Texas Public Information Act and all legal authorities relating thereto, including but not limited to opinions, decisions and letter rulings issued by the State Attorney's General Office.
- 14.28 ENTITY STATUS. By my signature below, I certify that the CONSULTANT is a Texas corporation, duly incorporated under Texas law and doing business in the State of Texas.


As a duly authorized representative of the CONSULTANT, I acknowledge by my signature below that I have read and understand the above paragraphs and that the CONSULTANT has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

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

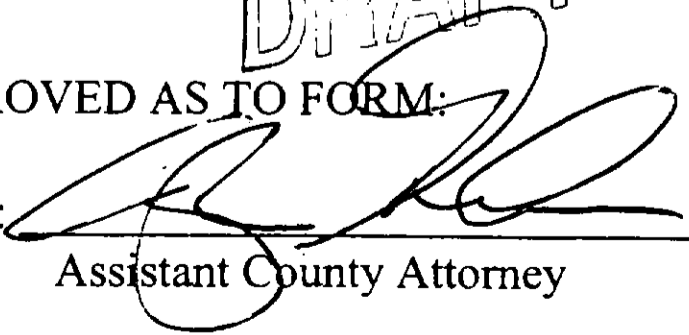
THE CONSULTANT:
 By: 
 Printed Name: Brent Luck
 Title: Vice President
 Authorized Representative
 Date: August 21, 2008

The Texas Board of Architectural Examiners, 333 Guadalupe St., Ste. 2-350, Austin, TX 78701, phone: (512) 305-9000, has jurisdiction over individuals licensed under the Architects Registration Law, Article 249a, Vernon's Texas Civil Statutes.

TRAVIS COUNTY:
 By: 
 Samuel T. Biscoe
 Travis County Judge
 Date: _____

AVAILABILITY OF FUNDS CONFIRMED:
 By: 
 Susan Spataro
 Travis County Auditor

APPROVED AS TO FORM:
 By: _____
 Cyd V. Grimes, C.P.M.
 Travis County Purchasing Agent

APPROVED AS TO FORM:
 By: 
 Assistant County Attorney

DRAFT

DRAFT

8/29/08

EXHIBIT 1

COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS

SECTION 1 – COMPENSATION FOR BASIC SERVICES

1.1	The fixed fee for the performance of the Basis Services shall be the sum of	<u>\$405,599.94</u>
1.1.1	Unless this Agreement has been amended or modified as provided herein, the payments for the phases described below shall be:	
(i)	<u>Phase 5.1: Pre Design:</u> Pre-Design Phase includes basic information gathering of data and review, pre-design meetings ,surveying, and geotechnical evaluation.	<u>\$ 52,706.94</u>
(ii)	<u>Phase 5.2: Master Planning:</u> includes site analysis, program development, Master Plan updating to include Phases III and IV including plan review and comment process.	<u>\$ 26,142.50</u>
(iii)	<u>Phase 5.3: Design Development:</u> site plan layout, schematic layout of bldg floor plans and elevations, grading, landscape and Irrigation plans, preliminary drwgs of Civil, MEP, Structural and Detail Sheets.	<u>\$ 151,107.50</u>
(iv)	<u>Phase 5.4: Construction Contract Documents:</u> Create construction plan set and specifications.	<u>\$ 116,136.00</u>
(v)	<u>Phase 5.5: Bidding Phase:</u> includes attending pre-bid meeting and addendum Process, attend bid opening and recommend low bidder.	<u>\$ 7,178.00</u>
(vi)	<u>Phase 5.6: Construction Phase:</u> includes Construction Contract Administration, attend construction meetings, RFI, review shop drwg, punch list, certification of construction as per plans	<u>\$ 52,329.00</u>
	TOTAL:	<u>\$ 405,599.94</u>

SECTION 2 - FIXED FEE

- 2.1 The CONSULTANT and the COUNTY acknowledge the fact that the fixed fee is the total cost of the Basic Services to be rendered under this Agreement. This fixed fee is based upon the labor and non-labor costs, set forth in Exhibit 2 and described above, required in the performance of the various phases of work provided for under this Agreement.
- 2.2 In the event of any dispute over the classification of the CONSULTANT's services as either "Basic" or "Additional" services, the decision of the EXECUTIVE MANAGER shall be final and binding on the CONSULTANT.

SECTION 3 – COMPENSATION FOR ADDITIONAL SERVICES

- 3.1 "Additional Services" are defined as any services performed by CONSULTANT not specifically described in the Basic Services (Section 2 of this Agreement).

- 3.2 For the performance of the Additional Services, the COUNTY shall pay the CONSULTANT under a written amendment to this Agreement; provided, however, that the performance of any Additional Services shall be authorized in advance in writing by the Travis County Purchasing Agent upon the recommendation of the EXECUTIVE MANAGER.
- 3.3 For the performance of the Additional Services, the COUNTY shall pay the CONSULTANT under a separate written agreement; provided, however, that the performance of any Additional services shall be authorized in advance in writing by the Travis County Purchasing Agent upon the recommendation of the EXECUTIVE MANAGER.
- 3.4 The basis of compensation for the services of principals and employees engaged in the performance of the Additional Services shall be the hourly rates set forth in Exhibit 2.
- 3.5 The CONSULTANT shall be compensated for the Additional Services; provided, however, that the CONSULTANT shall not be compensated for work made necessary by the CONSULTANT's errors or omissions.

SECTION 4 – REIMBURSABLE EXPENSES

- 4.1 The CONSULTANT shall be reimbursed for non-labor expenses and a subcontract management fee incurred in the performance of the Basic Services under this Agreement, both of which are at invoice cost plus a ten percent (10%) fee. Detailed requirements for Reimbursable Expenses are outlined in Section 9, Reimbursable Expenses.

Non-Labor reimbursable expenses: $\$8,851.00 \times 1.10 = \underline{\$9,736.10}$

Sub-Contract Management Fee: $\$281,810.44 \times 10\% = \underline{\$28,181.04}$

REIMBURSABLES TOTAL NOT TO EXCEED: $\underline{\$37,917.14}$

SECTION 5 –TOTAL AGREEMENT SUM

- 5.1 The Total Professional Services Agreement Sum, consisting of a Fixed Fee for the Basic Services of \$405,599.94, plus the Not-to-Exceed Reimbursable Expenses (as listed in paragraph 4.1 above) of \$37,917.14, shall not exceed \$443,517.08

SECTION 6 –SCHEDULE OF PAYMENTS

- 6.1 Payments shall be made on a monthly basis for work performed, as described in detail in the Scope of Services, within thirty (30) days of receipt of a Correct and Complete invoice, as defined in paragraph 14.10, by the Transportation and Natural Resources Department.

EXHIBIT 2
HOURLY RATES

LDP Employee Category		Hourly Rate
Project Manager	PM	\$150
Staff Landscape Architect	LA	\$100
CAD Draftsman	CAD	\$85
Clerical Person	CP	\$57.50
MWM Employee Category		
Architect Project Manager	APM	\$147
Architect intern/EIT	AEIT	\$115
Architect Technician	ATECH	\$82
Friese Employee Category		
Project Manager	F-PM	\$172.66
Project Engineer	F-PE	\$106.33
Engineer-in Training	F-EIT	\$85.17
CADD Technician	F-CADD	\$80.86
Newline Employee Category		
Principal	N- PRIN	\$105
Project Manager	N-PM	\$80
LA/Modeling	N-LA/M	\$90
Sr Eng Technician	N-SET	\$80
Drafting	N-Draft	\$70
Cost Estimator	N-Cost	\$80
Encotech Employee Category		
Senior Principal	E- PRIN	\$175
Senior Project Engineer	E-PE	\$135
Senior Graduate Engineer	E-Gr	\$95
Clerical	E-Clerical	\$50

EXHIBIT 3
PROJECT SCHEDULE

- A. The CONSULTANT shall provide a detailed schedule of services, including a list of tasks and accompanying Work Product, to be performed for each phase described in the Scope of Services (the "Project Schedule"). At the beginning of each phase, the EXECUTIVE MANAGER and the CONSULTANT shall update and adjust the details of the Project Schedule and accompanying Work Product as may be required for each phase. The Project Schedule shall allow sufficient time for the development of the Work Product in each phase to a level of quality and standard of completeness consistent with normal architectural or engineering practice, as well as to allow time for the COUNTY's Technical Review Process.
- A.1 The ARCHITECT shall provide and maintain sufficient Project staffing levels necessary to produce the work in a timely and efficient manner consistent with the Project Schedule.
- A.2 The Project Schedule shall be updated in the event that:
1. any COUNTY approval or decision is not made within the time frame set forth in the Project Schedule;
 2. the COUNTY makes a written request for a revision in the Work Product that is inconsistent with written approval or instructions previously given by the COUNTY and due to causes beyond the reasonable control of the CONSULTANT;
 3. a force majeure event has occurred; and
 4. the CONSULTANT has not performed in accordance with the latest Project Schedule.
- A.3 If the CONSULTANT falls behind the Project Schedule by two or more weeks, then the CONSULTANT shall present the EXECUTIVE MANAGER with a recovery plan, which sets forth the remedial actions to be taken by the CONSULTANT. At its sole option, the COUNTY may withhold all or part of any payment due to the CONSULTANT until the Project Schedule is recovered.
- B. This Agreement shall become effective upon the Effective Date and shall remain in full force and effect until the Project Completion Date, as defined herein.
- C. The CONSULTANT shall complete all design work described herein, and shall submit its Work Product for the Pre-Design Phase through the Contract Documents Phase (as those phases are described in the Scope of Services), within **270 calendar days** from the date of receipt by the CONSULTANT of COUNTY's written Notice to Proceed.

Calculation of the 270 days referenced in paragraph C shall not include any time period during which the COUNTY maintains control of the Work Product or any other documents to be submitted under this Agreement, for purposes that include but are not limited to performing the Technical Review Process described in Section VII of this Agreement.

ATTACHMENT 1 TO EXHIBIT 3

PERFORMANCE SCHEDULE

SEE SCOPE OF SERVICES.

EXHIBIT 4
EQUAL OPPORTUNITY IN EMPLOYMENT

- A. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The CONSULTANT will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the CONSULTANT'S obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONSULTANT will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provision of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor.
- E. The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the CONSULTANT'S non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The CONSULTANT will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the COUNTY or Federal Agency the CONSULTANT may request the COUNTY and United States to enter into such litigation to protect the interest of the United States.

EXHIBIT 5

INSURANCE REQUIREMENTS

During the life of this Agreement, the CONSULTANT agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate, including coverage on the same for independent subcontractor(s). TRAVIS COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate. CONSULTANT shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.

The CONSULTANT shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance has been approved by the COUNTY. The CONSULTANT shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained. Approval of the insurance by the COUNTY shall not relieve or decrease the liability of the CONSULTANT hereunder.

The required insurance must be written by a company approved to do business in the State of Texas at the time the policy is issued. The CONSULTANT shall furnish the COUNTY with a certification of coverage issued by the insurer. The insurance company shall be subject to the approval of the COUNTY. The CONSULTANT shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER THE COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

EXHIBIT 6

STATE OF TEXAS }
COUNTY OF TRAVIS }

ETHICS AFFIDAVIT

Date: _____
Name of Affiant: _____
Title of Affiant: _____
Business Name of CONSULTANT: _____
County of CONSULTANT: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by CONSULTANT to make this affidavit for CONSULTANT.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. CONSULTANT has received the list of Key Contracting Persons associated with this Agreement, which is attached to this affidavit as Attachment 1.
5. Affiant has personally read Attachment 1 to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Attachment 1 with whom CONSULTANT is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in Attachment 2 to this Affidavit.

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____ on _____, 20__.

Notary Public, State of _____

Typed or printed name of notary
My commission expires: _____

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
August 6, 2008

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge...	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe....	MHMR
Executive Assistant	Cheryl Brown	
Executive Assistant	Nicole Grant*	
Executive Assistant	Melissa Velásquez	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse).....	Annie Davis	Seton Hospital
Executive Assistant	Chris Fanuel	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse).....	Kurt Sauer	Daffer McDonald, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon*	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Gerald Daugherty	
Commissioner, Precinct 3 (Spouse).....	Charlyn Daugherty	Commemorative Brands, Inc.
Executive Assistant	Robert Moore	
Executive Assistant	Martin Zamzow	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
Special Assistant to Comm. Court.....	Christian Smith*	
County Treasurer.....	Dolores Ortega-Carter	
County Auditor	Susan Spataro	
Executive Manager, Administrative	Alicia Perez	
Executive Manager, Budget & Planning ..	Rodney Rhoades*	
Exec Manager, Emergency Services	Danny Hobby	
Exec Manager, Health/Human Services..	Sherri E. Fleming	
Executive Manager, TNR	Joseph Gieselman	
Exec Manager, Criminal Justice Planning	Roger Jeffries*	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Randy Leavitt	
Executive Assistant, Civil Division	Jim Collins	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Tamara Armstrong	
Attorney, Transactions Division	Daniel Bradford*	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	
Attorney, Transactions Division	Jim Connolly	
Attorney, Transactions Division	Tenley Aldredge	
Attorney, Transactions Division	Julie Joe	
Attorney, Transactions Division	Christopher Gilmore*	
Attorney, Transactions Division	Stacy Wilson	
Attorney, Transactions Division	Sarah Churchill*	
Purchasing Agent	Cyd Grimes, C.P.M.	
Assistant Purchasing Agent	Marvin Brice, CPPB	
Assistant Purchasing Agent.....	Bonnie Floyd, CPPO, CPPB, CTPM	

CURRENT - continued

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
Purchasing Agent Assistant IV	Diana Gonzalez	
Purchasing Agent Assistant IV	Lee Perry	
Purchasing Agent Assistant IV	Jason Walker	
Purchasing Agent Assistant IV	Richard Villareal	
Purchasing Agent Assistant IV	Oralia Jones, CPPB	
Purchasing Agent Assistant IV	Lori Clyde, CPPB	
Purchasing Agent Assistant IV	Scott Wilson*	
Purchasing Agent Assistant IV	Jorge Talavera, CPPB	
Purchasing Agent Assistant III.....	Vania Ramaekers, CPPB	
Purchasing Agent Assistant III.....	Michael Long, CPPB	
Purchasing Agent Assistant III.....	Rebecca Gardner	
Purchasing Agent Assistant III.....	Rosalinda Garcia	
Purchasing Agent Assistant III.....	Loren Breland	
Purchasing Agent Assistant II.....	Donald E. Rollack	
Purchasing Agent Assistant II.....	Nancy Barchus, CPPB	
HUB Coordinator	Sylvia Lopez	
HUB Specialist.	Betty Chapa	
HUB Specialist.	Jerome Guerrero	
Purchasing Business Analyst	Scott Worthington	
TNR	Steven Manilla	

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant IV	Vic Chanmugam, C.P.M.....	02/07/09
Executive Assistant	Dan Smith	02/15/09

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

ATTACHMENT 2 TO EXHIBIT 6
DISCLOSURE

CONSULTANT acknowledges that CONSULTANT is doing business or has done business during the 365 day period immediately prior to the date on which this Agreement is signed with the following Key Contracting Persons and warrants that these are the only such Key Contracting Persons:

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

EXHIBIT 7

HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS

(N/A)

**EXHIBIT 8
NOTICE OF INTENT (NOI)
TO SUBCONTRACT WITH**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

(For use by Prime Contractors/Consultants to Identify HUB Subcontractors)

Please submit this form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Prime Contractors/Consultants are requested to complete this form and provide it to the Purchasing Agent Representative after contract award, but prior to beginning performance of the contract.

Contractor Name: _____ HUB: Yes No

Address: _____
Street City State Zip

Phone No.: (____) _____ Fax No.: (____) _____

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg. & Procurement Comm. City of Austin Tx. Unified Certification Pgm.

Address: _____
Street City State Zip

Phone No.: (____) _____ Fax No.: (____) _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____%

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative _____ Signature of Representative _____ Date _____

Printed Name of HUB Representative _____ Signature of Representative _____ Date _____

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.

PRE-APPROVAL FOR SUBCONTRACTOR SUBSTITUTIONS MUST BE OBTAINED FROM THE TRAVIS COUNTY PURCHASING AGENT REPRESENTATIVE. THE "HUB SUBCONTRACTOR/SUBCONSULTANT CHANGE FORM" MUST BE COMPLETED AND SUBMITTED TO THE HUB OFFICE, VIA FAX 512.854.9185.

**EXHIBIT 9
TRAVIS COUNTY
HISTORICALLY UNDERUTILIZED BUSINESS (HUB) - SUBCONTRACTOR PAYMENT REPORT**

PRIME CONTRACTOR/CONSULTANT NAME: _____ AMOUNT OF PRIME CONTRACT: _____

PROJECT TITLE/NO. : _____ AMOUNT OF ALL SUBCONTRACTS: _____

TOTAL CONTRACT PERIOD: From: _____ To: _____ PAYMENTS REPORTED FOR THE MONTH OF: _____ 20__

A	B	C	D	E	F	G
Name of Sub-Contractor	Description of work	Original Sub-Contract Amount	Increase or Decrease (Modification)	Revised Sub-Contract Amount	Payment this Period	Cumulative Amount

Instructions for completing this form:

SECTION A: Name all HUB Subcontractors performing on this project.

SECTION B: State the work being performed by the HUB Subcontractors.

SECTION C: State the original HUB Subcontractor amount.

SECTION D: State any increases or decrease, as a result of contract modifications or change orders, to the original HUB Subcontract (Section C) amount.

SECTION E: State the amended HUB Subcontract amount, to the Initial HUB Subcontract amount, as a result of any increase and/or decrease (Section D) .

SECTION F: State the amount paid to each HUB Subcontractor during this reporting period.

SECTION G: State the total amount of payments made to-date (including amount from Section F) to the HUB Subcontractor.

I certify that the information listed on this report is true and accurate to the best of my knowledge. I fully understand that intentionally falsifying information on this document may result in TERMINATION OF MY CONTRACT.

Printed Name of Contractor Representative

Signature of Contractor Representative

Date

Report Number

PLEASE SUBMIT THIS FORM WITH YOUR MONTHLY INVOICES, PER THE TERMS OF YOUR CONTRACT.

EXHIBIT 10
HUB SUBCONTRACTOR/SUBCONSULTANT CHANGE FORM
(ADDITION, SUBSTITUTION, DELETION, REDUCTION, INCREASE)

CONTRACT #: _____	
CONTRACT DESCRIPTION: _____	
PRIME CONTRACTOR: _____	
REQUESTED BY: _____	CONTACT #: _____
DATE: _____	E-mail: _____

- OBTAIN PRE-APPROVAL FROM THE TRAVIS COUNTY PURCHASING AGENT AND/OR THE HUB COORDINATOR OF ALL CHANGES INVOLVING CERTIFIED HUB SUBCONTRACTORS.
- IF BIDDER HAS DIFFICULTY IN LOCATING CERTIFIED HUB SUBCONTRACTORS CONTACT THE TRAVIS COUNTY HUB COORDINATOR AT (512) 845-4561 OR HUB SPECIALIST AT (512) 854-9914, FOR ASSISTANCE.

Check reason: _____ Addition _____ Substitution _____ Deletion _____ Reduction _____ Increase

REASON FOR ACTION:

- _____ Unavailable after receipt of reasonable notice to proceed.
- _____ Failure of performance.
- _____ Financial capacity.
- _____ Refusal by the subcontractor to honor the bid of proposal price.
- _____ Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed upon.
- _____ Failure of the subcontractor to meet insurance, licensing, or bonding requirements.
- _____ The subs withdrawal of his bid or proposal.

- _____ Please provide me with a HUB Subcontractor listing.
- _____ I have already selected a potential HUB Subcontractor for this project. (List below)

SUB TO BE REPLACED: _____

REPLACEMENT: _____

REPLACEMENT'S STATUS:

Certified: HUB _____ M/WBE_ DBE _____ Non-HUB _____ Unknown _____

INCREASED/DECREASED AMOUNT: Original Amt. \$ _____ New Amt. \$ _____

OTHER COMMENTS:

FAX TO: 512.854.9185 ATTN: HUB OFFICE

REVIEWED BY HUB PROGRAM OFFICE: Initials: _____ Date: _____

APPENDIX A

SCOPE OF SERVICES

Professional Services

4.0 SCOPE OF SERVICES

4.1 The Architect/Engineer/Landscape Architect's "Basic Services" shall include all tasks required to provide complete, functional and usable park and preserve facilities to meet the end users' program requirements.

4.2 The Architect/Engineer/Landscape Architect shall address, file, coordinate and arrange for approval of all documents created in the performance of the Project from the appropriate governmental authorities. Unless otherwise agreed in writing, the Architect/Engineer/Landscape Architect shall be responsible for obtaining approval from all governmental review processes and for securing all necessary permits for the Project. Permit approval duration's shall be included in the overall project schedule, which the Architect/Engineer/Landscape Architect shall provide to the County in accordance with the terms of the Agreement. The Architect/Engineer/Landscape Architect shall further be responsible for coordinating with and informing TNR as to any and all other governmental authority requirements with sufficient advance notice so as to cause no delay to the Project Schedule, as defined in the Agreement. The schedule should also include the tasks required for County review and approval by the Court.

4.3 The Architect/Engineer/Landscape Architect shall attend meetings with the County as required. This requirement shall include meetings with the County to develop, explain and define Project and design criteria and for the Architect/Engineer/Landscape Architect to present design solutions in order to secure approval. Meetings with County user groups and County officials are also included for the purpose of presenting the Project to the public. Attendance and participation at such meetings shall be part of Basic Services. All meetings shall be scheduled and coordinated through TNR's Project Manager.

4.4 The Commissioners Court and Purchasing Agent have the authority to make business decisions on behalf of Travis County. The Executive Manager of TNR has been designated to represent the Commissioners Court on matters pertaining to this Project. The TNR Project Manager will assist in obtaining information, coordinating meetings and advising the Architect/Engineer/Landscape Architect on County policies and procedures.

4.5 The Architect/Engineer/Landscape Architect will be expected to participate in value engineering sessions with TNR during each Project development phase. All major Project components and systems will be evaluated for operational impact and life cycle cost.

4.6 The Architect/Engineer/Landscape Architect will develop, confirm and update the project schedule for each phase of design development. The schedule should include the tasks required for County review and approval by the Court.

4.7 The Architect/Engineer/Landscape Architect shall design the Project in accordance with all applicable local, state and federal laws and regulations in addition to all code requirements applicable to the

Project. Unless in conflict with a governing authority requirement, the primary codes that apply to the Project shall be the latest editions published prior to the date of this RFQ of the following documents:

- a. Travis County Design Standards for Construction of Streets and Drainage in Subdivisions (unless Park Road standards are adopted for the project)
- b. Travis County Construction Plan Guidelines
- c. AASHTO 2001 fourth edition policy on Geometric Design of Highways and Street
- d. TxDOT 2006 Texas Manual of Uniform Traffic Control Devices for Streets and Highways,
- e. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets and Bridges, 2004
- f. National Environmental Policy Act (NEPA)
- g. NFPA, especially Section 101, Life Safety Code
- g. Architectural Barriers, Texas Department of Licensing and Regulation
- h. Americans with Disabilities Act (ADA) Regulations
- i. U.S. Army Corp. of Engineers (USCE) Section 404 of the Clean Water Act (CWA).
- j. Texas Historical Commission (THC) Antiquities Code of Texas (Title 9, Chapter 191 of the Texas Natural Resource Code)
- k. Uniform Building Code
- l. Uniform Mechanical Code
- m. National Electrical Code
- n. Uniform Plumbing Code and Uniform Fire Code.

5.0 PHASES OF SERVICE

5.1 Pre-Design Phase

5.1.1 The Architect/Engineer/Landscape Architect shall attend a Pre-Design Conference (the "Pre-Design Conference") with the County. This meeting will be an orientation session that will introduce the Architect/Engineer/Landscape Architect to the County staff that will be involved with the Project. Project documents will be provided to the Architect/Engineer/Landscape Architect prior to the conference. The Architect/Engineer/Landscape Architect shall review the Project documents prior to the conference and submit an agenda for the conference that addresses coordination and verification of the Project information, establish the goals and objectives for the project, and define a project schedule. The Architect/Engineer/Landscape Architect shall coordinate with the TNR Project Manager for the time and location of the conference.

5.1.2 Topographic Survey - The Landscape Architect/Architect/Engineer shall provide the County with a topographic ground survey for the Phase 3 design area approximate 100-acres within the Northeast Metro Park property as outlined in Exhibit A. See attached Exhibit A. It is the intent of the survey to provided accurate base data for the placement and construction of Phase III plan elements as shown on the site plan adopted by the Travis County Commissioner's Court.

5.1.3 Geotechnical Evaluation - The Landscape Architect/Architect/Engineer shall provide the County with a geotechnical investigation report for the project improvements per the following drilling program:

Structure	No. of Borings	Depth of Boring	Drilling Footage
Activity Node #1	2	1 at 20'; 1 at 6'	26 feet
Activity Node #2	2	1 at 20'; 1 at 6'	26 feet
Skatepark	2	20' each	40 feet
Total	6		224 feet

5.2 Master Planning Phase

This phase shall include park Master Planning Services which include analyzing adjacency relationships, analyzing site conditions, preparing the development program (including material selection and design character), developing concept plans and other drawings as may be required. The conceptual planning of the Phase 3 parkland improvements will be coordinated with the overall park master plan.

5.2.1 Deliverables submitted for this phase may be in any format and on any media chosen by the Architect/Engineer/Landscape Architect to effectively communicate plan and design intentions to the County. Deliverables will include at minimum a master plan drawing and short report as described below. Final work must be presentation quality, suitable for public meetings and the Commissioners Court presentations. A series of meetings will be conducted with TNR to ensure that the revised master plan meets project requirements.

5.2.2 Site Analysis for Northeast Metro Park Phase 3: Architect/Engineer/Landscape Architect will collect site data and make site visits -(2) total -with Parks staff, and other individuals as may be required, to gain an understanding of site constraints and opportunities impacting the design of this park. This information will be incorporated into the overall master plan to ensure the plan's usefulness as a guide for further project development and cost estimating.

5.2.3 Public Meeting(s) for Northeast Metro Park Phase 3: Architect/Engineer/Landscape Architect will prepare presentation materials for two public meeting to facilitate public input on the project, specifically for the skate park. TNR will approve the presentation materials. Sufficient time must be allocated for review, comments and adjustments prior to sign-offs. Comments from the meeting will be documented, and the Architect/Engineer/Landscape Architect, working with TNR, will formally respond to comments. TNR will help coordinate the public meetings but Architect/Engineer/Landscape Architect will be responsible for running the meetings, and ensuring that all equipment and administrative needs are met.

In addition, three (3) separate meetings will be conducted as "Skate / BMX Park Work Sessions" with local representatives from the Austin skate board and BMX community.

5.2.4 Programming for Northeast Metro Park Phase 3: OMITTED

5.2.5 The Architect/Engineer/Landscape Architect will be required to provide complete Master Plan and Concept Plan drawings character sketches and written descriptions to TNR. Sufficient time must be allocated for review, comments and adjustments prior to sign-offs.

5.2.6 Site Master Planning for Northeast Metro Park Phase 3: The Architect/Engineer/Landscape Architect will be required to provide complete park Master Plan drawings, character sketches and written descriptions to TNR describing vehicle and pedestrian circulation, location of buildings, facilities, amenities, and other site improvements. Sufficient time must be allocated for review, comments and adjustments prior to sign-offs.

5.2.7 Cost Estimate for Northeast Metro Park Phase 3: The Architect/Engineer/Landscape Architect will be required to submit a detailed cost estimate at the completion of this phase to verify that phase 3 of the master plan is within the project budget. A firm or individual that is normally engaged in this specialty will prepare this cost estimate. The cost estimate should provide sufficient detail to allow the TNR and the Architect/Engineer/Landscape Architect to make informed decisions about the park improvements budget and scope of work.

5.2.8 Court Adoption: OMITTED

5.3 Design Development Phase

5.3.1C The Landscape Architect/Architect/Engineer shall submit five (5) sets of Design Development documents, as described below, at the completion of this phase. The Design Development submittal shall consist of drawings, calculations, and specifications that clearly describe the location and size of recreational facilities, buildings, skate park, roads, parking lots, sidewalks, trails, signs, light standards, and site amenities; the location of existing trees and shrub masses, new landscape areas, irrigation reservoir, and all areas to be irrigated; the layout of underground utilities and grading of the site; architectural character of and materials to be used in the construction of facilities and buildings; proposed equipment layouts; structural system in all its essential features and electrical, mechanical and plumbing systems.. The following list is a guide to the minimum requirements for a Design Development submittal.

- Site plan (that will be base plan for construction drawings)
- Landscape plans with tree removal/protection notes
- Irrigation plans (as may be required)
- Detention pond/irrigation reservoir (as may be required)
- Paving, grading and drainage plans
- Lighting and electrical plans
- Amenity plans
- Signage plans
- Foundation plans
- Floor plans
- Roof plans
- Reflected ceiling plans
- Exterior elevations
- Building sections
- Wall sections
- Details
- Window schedule
- Door schedule
- Room Finish schedule
- Structural plans
- Mechanical plans
- Electrical plans
- Plumbing plans
- MEP schedules
- Riser diagrams

- Utility Service Connections – including the detailed plans and specifications for the construction of a water lines and sewer lines and pumping facilities, if required, and authorized by the client.

5.3.2 Outline specifications shall describe the size, character and quality of the entire Project in its essentials as to kinds and locations of materials, as well as types of infrastructure, structural and mechanical systems. The Architect/Engineer/Landscape Architect shall provide an electronic submission with the capability to record future inventory numbers, manufacturers' name, address and phone number, warranty representatives and references to O&M manuals.

5.3.3 Architect/Engineer/Landscape Architect will prepare engineering calculations for all disciplines, which shall include realistic loads, be clearly presented, and, be substantially complete in order for Architect/Engineer/Landscape Architect to proceed with the Construction Documents Phase.

5.3.4 A detailed cost estimate will be required throughout this Phase to verify the design is within the budget approved by the Commissioners Court. The cost estimate will be prepared by a firm or individual, normally engaged in this specialty, and formatted under the current CSI standard. The cost estimate should provide sufficient detail to permit the County and the Architect/Engineer/Landscape Architect to make informed decisions should an adjustment be required. Cost and design progress will be monitored by TNR, but will in no way relieve the Architect/Engineer/Landscape Architect from responsibility for producing the Design Development Documents within the Court approved budget.

5.4 Contract Documents Phase

5.4.1 Based upon the approved Design Development Documents, the Architect/Engineer/Landscape Architect shall proceed with the preparation and submittal of the Construction Contract Documents. At the completion of this phase, the Architect/Engineer/Landscape Architect shall submit five (5) sets of deliverables as described below.

- Reproducible drawings prepared on a computer aided design/drafting (CADD) system compatible with Intergraph Microstation (PC-based) or AutoCAD software, ready for bidding and construction purposes.
- The project description, bid proposal and technical specifications for insertion in the Project Manual prepared by Travis county staff.
- Structural, mechanical and electrical calculations stamped and signed by the Engineers of Record.
- Any construction details required by utility companies.
- A confirmed or updated project schedule based upon the actual completion of Contract Documents and the anticipated bid period. The schedule should include the tasks required for County review .
- An updated detailed cost estimate, based on the final drawings and specifications, prepared under the same criteria used in the Design Development Phase. The estimate shall include a final statement of the CACC in the County-approved format with a chart or summary itemizing cost changes between Design Development Phase and Construction Documents Phase estimates.

5.4.2 The Travis County Purchasing Office (TCPO) and the County Attorney's Office must approve the

completed Contract Documents before they may be released for bidding. The Architect/Engineer/Landscape Architect shall provide any assistance required to obtain these approvals. Upon approval, the Bidding Phase will commence.

5.4.3 Submission of plans and specifications for Architectural Barriers review shall be made to ensure a timely approval.

5.5 Bidding Phase

5.5.1 The County will administer the bidding process for the Project. The Architect/Engineer/Landscape Architect will be expected to attend any pre-bid conferences with prospective bidders and shall assist the County by: 1) providing responses to bidders' design related questions; 2) correcting or clarifying the Contract Documents; and 3) preparing any addenda for issuance to bidders. The Architect/Engineer/Landscape Architect will be responsible for the delivery of the Contract Documents to the County. One set of reproducible plan sheets in 11x17 and 24x34 format and one set of project manual inserts send to TNR for bidding.

5.5.2 Upon receipt of the bids, the TCPO and TNR, with advice and assistance from the Architect/Engineer/Landscape Architect, will evaluate the bids, investigate the qualifications of the contractors and any proposed subcontractors, and make a recommendation to the Commissioners Court. If the bids received for the work and materials exceed the approved budget, the Architect/Engineer/Landscape Architect shall make revisions to the Contract Documents to bring the cost within the approved budget and, if necessary, assist the County with re-bidding at no extra cost to the County.

5.6 Construction Contract Administration Phase

5.6.1 This Phase shall commence with the award of the "Construction Contract", which shall detail the work to be performed by the Contractor (the "Construction Work"). The Construction Contract Administration Phase shall terminate upon receipt of all closeout documentation and deliverables and certification of final payment of the Construction Contract by the County. The contracting plan will be based on a single general contractor (the "Contractor").

5.6.2 The Architect/Engineer/Landscape Architect shall, as necessary, advise and consult with the County. All instructions to, and contacts with, the Contractor shall be through the Executive Manager of TNR or his designated representative. The Architect/Engineer/Landscape Architect shall have authority to act on behalf of the County only to the extent provided in the Construction Documents unless otherwise notified in writing by the County.

5.6.3 The Architect/Engineer/Landscape Architect shall render interpretations necessary for the proper execution or progress of the Construction Work with reasonable promptness upon receipt of a written request by the County, and shall render written decisions, within a reasonable time but no greater than five (5) calendar days for Requests for Information (RFI's) and no more than ten (10) calendar days on all claims, disputes, and other matters in question between the County and the Contractor relating to the execution or progress of the Construction Work or the interpretation of the Construction Contract Documents. The Architect/Engineer/Landscape Architect shall notify the County immediately if more time is required for reasonable cause. The County shall review the cause for the extension and, if it is justified, issue a time extension.

5.6.4. The Architect/Engineer/Landscape Architect shall not have control or charge of, and shall not be responsible for: construction means, methods, techniques, sequences or procedures; safety precautions and programs in connection with the Construction Work; acts or omissions of the Contractor or Subcontractors of any tier; or any other persons performing any of the Construction Work; or failure of any of the aforementioned to carry out the Construction Work in accordance with the Construction Contract Documents.

5.6.5. The Architect/Engineer/Landscape Architect shall at all times have access to the Construction Work, whether the same is in the preparation stage or in progress.

5.6.6. Interpretations and decisions of the Architect/Engineer/Landscape Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written and/or graphic form. The Architect/Engineer/Landscape Architect shall review or take other appropriate action upon receipt of the Contractor's submittals, including shop drawings, product data and samples. Such action shall be taken by the Architect/Engineer/Landscape Architect within a reasonable time but no longer than ten (10) calendar days from receipt of original submittals and five (5) calendar days for a partial or revised submittal, unless more time is required for reasonable cause.

The Architect/Engineer/Landscape Architect shall notify the County immediately of any potential delays in meeting the response time. The Architect/Engineer/Landscape Architect's approval of a specific item shall not indicate approval of any assembly of which the item is a component.

5.6.7 The Architect/Engineer/Landscape Architect shall have the authority, with the concurrence of the County, to reject work that does not conform to the Construction Contract Documents. When, in the Architect's reasonable opinion, it is necessary or advisable in order to implement the intent of the Construction Contract Documents, the Architect/Engineer/Landscape Architect shall, with the County's prior approval, have authority to require special inspection or testing of the Construction Work in accordance with the provisions of the Construction Contract Documents, whether or not such Construction Work be then fabricated, installed or completed.

5.6.8 Upon determination by the County that the Construction Work has been substantially completed the Architect/Engineer/Landscape Architect will issue a Certificate of Substantial Completion. The Architect/Engineer/Landscape Architect will perform an inspection. As a result of this inspection, the Architect/Engineer/Landscape Architect will prepare a punch list of the items needing correction. After the Contractor completes the required corrections, and notifies the Architect/Engineer/Landscape Architect, the Architect/Engineer/Landscape Architect will notify the County in writing that the Construction Work has been performed according to the plans and specifications. The County will accompany the Architect/Engineer/Landscape Architect and the Contractor on the Final walkthrough to ensure that the Construction Work has been completed in accordance with the Contract Documents and to the satisfaction of the County and the Architect/Engineer/Landscape Architect.

5.6.9 The Architect/Engineer/Landscape Architect shall inspect all warranties, guarantees, bonds, O & M manuals and similar required material to make sure that all such materials are received and satisfy the requirements of the Construction Work specifications.

5.6.10 The extent of the duties, responsibilities and limitations of authority of the Architect/Engineer/Landscape Architect during the construction shall not be modified or extended without the prior written consent of the County and the Architect/Engineer/Landscape Architect.

5.6.11 The Architect/Engineer/Landscape Architect shall report observation of any suspected hazardous materials. The County will be responsible for any necessary hazardous materials abatement work.

5.7 Documents And Drawings

5.7.1 "Documents and Drawings" shall mean all documents, such as plans, specifications, calculations, sketches and renderings prepared by Architect/Engineer/Landscape Architect. These shall become property of County. The Architect/Engineer/Landscape Architect shall furnish the County with such documents as requested, whether or not they are complete at the end of the Project, or upon suspension or termination of this Agreement, as provided hereinafter. The Architect/Engineer/Landscape Architect shall have the right to retain copies of Documents and Drawings for its records.

5.7.2 The Architect/Engineer/Landscape Architect shall furnish to County for County's review and approval FIVE (5) copies of:

- A. Master Plan Documents at 100% Complete (plan sheets)
- B. Design Development Documents at 50% and 100% completion. (11"X17" format)
- C. Construction Contract Documents at 100% completion. (11"X17" format)

5.7.3 The Architect/Engineer/Landscape Architect shall furnish to County for reproduction original tracing or equivalent quality reproducible drawings, including one set of CADD disks and specification masters, in a format approved by the County, for bidding and construction. Minimum system requirements shall be Microsoft Windows XP or higher, Microsoft compatible operating system, Microstation CADD compatible program and MS Word 6.0 or higher word processing software. All required project scheduling shall be in MS project or higher. Any substitution of the above system requirements shall be approved by the Executive Manager of TNR, or designated representative.

5.7.4 The County will insert General Conditions, Wage Rates, Bid Forms and other County requirements for inclusion in the Project Manual.

5.7.5 The Architect/Engineer/Landscape Architect shall provide, in written form, peer review and value engineering of the programs, designs, Construction Contract Documents and engineering components as they apply.

5.7.6 Record Drawing: Construction Contract Documents shall specifically require the Contractor to update the "As Built" condition of working drawings as a requirement for progress payments. At the conclusion of the Project, the Architect/Engineer/Landscape Architect shall transfer all final as-built "red-lines" onto CADD format and provide the County with two (2) complete sets of CADD diskettes and reproducible as-built drawings.

5.8 Quality Control Systems

5.8.1. Quality Levels and Quality Control Procedures: The Construction Contract Documents (drawings and specifications) shall identify and describe all required quality levels and quality control procedures such as inspections, testing, submittals or other measures that the Contractor will be required to perform. The County and Architect/Engineer/Landscape Architect acknowledge that, after the Construction Contract is signed, the Contractor cannot be required to perform any action that is not required by the Construction

Contract Documents. Therefore, the Contractor must know what is expected and required in order to prepare a proper bid. The drawings and specifications must be precise in order to ensure that all necessary test and quality control actions will be performed to demonstrate that required quality levels have been met.

5.8.2. Quality Level Establishment: The Construction Contract Documents must establish the specific degree of excellence, basic nature, and performance characteristics of every item in the Construction Contract.

5.8.3. Quality Control Procedures: Each specification section must include the tests, controls, performances or certifications needed to ensure performance at the specified quality level of that section.

5.8.4 Contractor Submittals: Each specification section must dedicate a subsection to identify and list all required Contractor submittals such as shop drawings, certificates of compliance, catalog data, samples, sample panels, test results (suitability tests), test piles, mix designs, qualifications (welders, etc.) off-site inspections, etc.

5.8.5 Field Tests: Testing requirements shall be set forth identifying the specific inspection, sampling, and testing requirements to be performed by the Contractor, including: Items to be tested and the person(s) who will perform the test; the number of tests per lot size or cubic yard, ton, square foot, etc.; the testing method used; the required tolerances; and the actions to be taken in the event of failure.

In general, the Architect/Engineer/Landscape Architect will coordinate with the County's testing contractor to perform the testing of materials and the HVAC testing and balancing as required by the Construction Contract Documents on behalf of the County.

5.9 Meetings

5.9.1 The Architect/Engineer/Landscape Architect shall attend meetings with the County as required for the performance of the Project. This requirement shall include meetings with the County to develop, explain and refine program and design criteria and for the Architect/Engineer/Landscape Architect to present design solutions in order to secure County approval. Meetings with County sponsored advisory groups and local officials are also included for the purpose of presenting the Project to the public. Attendance and participation at such meetings shall be part of the Basic Services. All meetings shall be scheduled and coordinated through TNR's Project Manager.

5.9.2. The Commissioners Court shall be ultimately responsible for granting approval on all major issues related to the Project, including but not limited to: the scope of the Capital Improvements Project, budgetary decisions, planning and programming issues, and scheduling issues. The Commissioners Court has designated TNR to manage the Architect/Engineer/Landscape Architect. TNR staff will be available to assist in obtaining information, coordinating meetings, and advising on County policies and procedures.

5.9.3. The Architect/Engineer/Landscape Architect shall be responsible for the complete design and documentation of the work described within this Scope of Services. The design services shall include conventional architectural, mechanical, electrical, structural, civil, and other services required to complete the construction and other documentation for the Project. The Architect/Engineer/Landscape Architect shall be responsible for validating the CACC at the completion of each Project phase described herein, and for coordinating with TNR to ensure that the design meets the approved budget.

**Estimate of Maximum Fee
NORTHEAST METRO PARK PHASE III, Park Improvements**

Work Phase	Task Description	Fee
PRE-DESIGN PHASE		
	Subtotal – Basic Services	\$4,460.00
	SUB: Newline (skate park travel)	\$1,142.00
	SUB: Design Survey – MWM	\$33,274.00
	SUB: Geotechnical Investigation – HVJ	\$13,830.94
	Phase 5.1: Pre Design	\$52,706.94
REIMBURSABLE EXPENSES		
	Printing/Photocopying (LPD) \$499.90 X1.10	\$549.89
	SUB MGT FEE: \$48,246.94 X 10%	\$4824.69
	Reimbursables for Pre Design	\$5,374.58
	Pre-Design Phase Sub-Total	\$58,081.52

5.2	MASTER PLAN PHASE	
	Subtotal – Basic Services	\$19,537.50
	SUB: Newline (skate park)	\$4,320.00
	SUB: Newline (skate park travel)	\$2,285.00
	Phase 5.2: Master Planning	\$26,142.50
REIMBURSABLE EXPENSES		
	Printing/Photocopying (LDP) \$3,221.20 X 1.10	\$3,543.32
	SUB MGT FEE: \$6605.00 X 10%	\$660.50
	Reimbursables for Master Plan	\$4,203.82
	Master Plan Phase Sub-Total	\$30,346.32

5.3	DESIGN DEVELOPMENT PHASE	
	Subtotal – Basic Services	\$39,372.00
	SUB: Architectural Design – MWM	\$23,341.50
	SUB: MEP, Structural- Encotech	\$22,010.00
	SUB: Structural Miscellaneous - Encotech	\$1,350.00
	SUB: Skate Park Design - Newline	\$38,055.00
	SUB: Civil- K-Friese	\$26,979.00
	Phase 5.3: Design Development	\$151,107.50
REIMBURSABLE EXPENSES		
	Printing/Photocopying (LDP) \$230 X 1.10	\$253.00
	Courier/Miscellaneous \$400 x 1.10	\$440.00
	SUB MGT FEE: \$111,735.50 X 10%	\$11,173.55
	Reimbursables for Design Development	\$11,866.55
	Design Development Sub-Total	\$162,974.05

5.4	CONSTRUCTION DOCUMENT PHASE	
	Subtotal – Basic Services	\$37,095.00
	SUB: Architectural Design – MWM	\$36,196.00
	SUB: Skate Park Design – Newline	\$9,270.00
	SUB: MEP,Structural – Encotech	\$33,575.00
	5.4 CONSTRUCTION DOCUMENT PHASE	\$116,136.00
	REIMBURSABLE EXPENSES	
	Printing/Photocopying (LDP) \$1,782.50 x 1.10	\$1,960.75
	SUB MGT FEE: \$79,041.00 x 10%	\$7,904.10
	Reimbursables for Construction Documents	\$9,864.85
	Construction Document Sub-Total	\$126,000.85

5.5	BIDDING PHASE	
	Subtotal – Basic Services	\$5,345.00
	SUB: Architectural Design – MWM	\$1,833.00
	5.5 BIDDING PHASE	\$7,178.00
	REIMBURSABLE EXPENSES	
	Printing/Photocopying (LPD) \$130.00 X 1.10	\$143.00
	SUB MGT FEE: \$1833.00 X 10	\$183.30
	Reimbursable for Bidding	\$326.30
	Bidding Phase Sub-Total	\$7,504.30

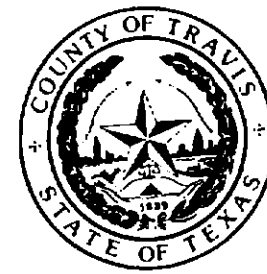
5.6	CONSTRUCTION ADMINISTRATION PHASE	
	Subtotal – Basic Services	\$17,980.00
	Architectural Design – MWM	\$8,699.00
	Civil-Friese	\$4,787.00
	Skate Park Design - Newline	\$8733.00
	MEP,Structural – Encotech	\$12,130.00
	5.6 Construction Administration	\$52,329.00
	REIMBURSABLE EXPENSES	
	Printing/Photocopying (LDP) \$2,267.40 X 1.10	\$2,494.14
	Courier/Miscellaneous and \$320.00 X 1.10	\$352.00
	SUB MGT FEE: \$34,349.00 X 10%	\$3,434.90
	Reimbursable for Construction Administration	\$6,281.04
	Construction Administration Sub-Total	\$58,610.04

	Total - Reimbursable Expenses	\$37,917.14
	GRAND TOTAL PROJECT COST	\$443,517.0
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APPENDIX B

CONTRACTOR'S QUALIFICATIONS STATEMENT

(See contract file)



LEE
8.6.08
MB

TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 W. 13th St.
Eleventh Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4626

PURCHASING OFFICE
AUG 5 2008
TNR
PROJECT

August 5, 2008

MEMORANDUM

TO: Marvin Brice, Assistant Purchasing Agent

FROM: Steve Manilla, TNR Public Works Director

Subject: Northeast Metro Park Phase III 2005 Bond Project
Professional Services Agreement with Land Design Partners

The following information is for your use in preparing an agenda item for Commissioner's Court action. Please contact me at x49429 if you need additional information.

Proposed Motion:

Consider and take appropriate action on TNR's request to approve a Professional Service Agreement with Land Design Partners for the Northeast Metro Park Phase III 2005 Bond Program Project, in Precinct 2

Summary and Staff Recommendations:

On December 18, 2007 Travis County Purchasing Office Issued a RFQ No. Q080083-LP for professional services to complete planning and engineering work needed for Northeast Metro Park, Phase III improvements. In April 2008, after TNR and Purchasing completed the consultant selection process, the Court approved the Departments to negotiate a Professional Services Agreement with Land Design Partners. After completing extensive negotiations of the scope of services and fees, TNR finds the fee proposal and work schedule acceptable and recommends preparation of a PSA for approval by Court.

If approved, the fee for these services (including planning, engineering, architecture, and construction administration) will be \$473,517.78. This amount is approximately 12.4% of the currently estimated construction cost of \$3,500,000.

TNR further recommends that the contract be broken into six work phases (5.1 thru 5.6). Each phase will provide for a specific work product and will require a separate Notice-to-Proceed. After Purchasing issues the initial NTP all subsequent NTPs will be issued by TNR, with copies provided to Purchasing and the Auditors Office.

The professional services required include all work necessary to provide plans, specifications, estimates, permit acquisitions, construction documents, and construction

contract administration for the proposed improvements. The PSA stipulates that the Consultant has nine (9) months to complete the plans, specifications, estimates, and construction documents.

Budgetary and Fiscal Impact:

Funding for design and construction of Phase III improvements at Northeast Metro Park was approved by Travis County voters in November 2005. In April 2008 Land Design Partners was selected through the RFQ (#Q080083-LP) process to provide professional consulting services for updating the park's master plan and then design and prepare construction documents for the improvements and provide construction administration services to assist TNR with assuring contractor compliance with plans and specifications during the construction phase. Phase's I and II were designed and constructed under prior bond programs.

The initial increment of Phase III funding became available from the March 2008 issuance of 2005 bond funds. This provided approximately \$1,163,709. In March 2009 the remaining project funds (\$2,524,232) will be issued.

TNR Financial Services has established Requisition #436431.
(Account #472-4945-809-8120 (PN #0502PN) \$4~~3~~⁴,517.~~78~~⁰)

Background:

Phases I and II of the NE Metro Park were funded through the 1997 and 2001 bond referendums. They provided multiple soccer and baseball fields and attendant facilities and infrastructure. Phase III includes additional road improvements with parking facilities, two Amenity Centers, a skate park, additional restrooms, expanded utility infrastructure (water, wastewater, electricity), sidewalks, picnic shelters, covered playgrounds, picnic tables/benches, bicycle racks, signage, water spigots, trash receptacles, etc.

The Master Planning that was completed in earlier phases will be used or revised as needed to include the Phase III amenities and planning for any future phases.

Attachments: Land Design Partners' Scope and Fee Proposal

RRS

CC:

Joseph P. Gieselman, Executive Manager
Carol Joseph, Assistant Director
Charles Bergh, Parks Director
Steve Sun, P.E., CIP Division Manager
Roger Schuck, P.E., Project Manager
Donna Williams-Jones, TNR Financial Services
Wendy Scaperrota, Parks Planner
Lee Perry, Purchasing Buyer

TRAVIS COUNTY
Purchase Requisition

Number : 0000436431
 Type : 1 PURCHASE REQUISITION
 Status : NEEDS ADDITIONAL INFO
 Reason : 53936 PARK-CIP ATTN: MARVIN BRICE
 By : BRUNILDA CRUZ 854-7679
 Date : 3/27/08
 Vendor : 67319 LAND DESIGN PARTNERS, INC.
 Contract nbr :
 Ship to : Z1 TNR ADMIN - 11TH FLR
 Deliver by date : 3/27/08
 Buyer :
 Fiscal year code : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

5=Display 8=Item extended description

Opt Line#	Quantity	UOM	Description
1	442560.00	DOL	PROFESSIONAL SERVICES RELATED TO NORTHEAST METRO PARK PHASE III IMPROVEMENTS 2005 BOND PROGRAM

Total: 442560.00

F9=Print

COMMENTS EXIST

F3=Exit F7=Alternate view

F10=Approval info F12=Cancel F20=Comments

TRAVIS COUNTY

Fiscal Year 2008

Account Balance Inquiry

Account number : 472-4945-809.81-20
Fund : 472 L/T PI BONDS 2006
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 45 PARK SERVICES
Activity basic : 80 CAPITAL PROJECTS
Sub activity : 9 COMM&ECON DEV (PKS & REC)
Element : 81 CAPITAL OUTLAY
Object : 20 PURCHD SERV-PARK IMPRVMNT

Original budget : 0
Revised budget : 3,980,810 03/31/2008
Actual expenditures - current : 88,810.01
Actual expenditures - ytd : 819,597.98
Unposted expenditures : .00
Encumbered amount : 694,197.55
Unposted encumbrances : .00
Pre-encumbrance amount : .00
Total expenditures & encumbrances: 1,602,605.54 40.3%
Unencumbered balance : 2,378,204.46 59.7

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



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 8/25/08

Voting Session: Tuesday, September 2, 2008

REQUESTED ACTION: APPROVE INTERLOCAL AGREEMENT WITH THE NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE (TNR)

Points of Contact:

Purchasing: Rose Garcia

Department: TNR, Mike Joyce, Joe Gieselman, Executive Director

County Attorney (when applicable): John Hille, Daniel Bradford

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spartaro 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.

The National Intergovernmental Purchasing Alliance (National IPA) was established through a collaborative effort of public agencies across the country with the specific purpose of reducing procurement costs by leveraging group volume. National IPA aggregates purchasing volume of participating public agencies in order to receive larger volume discounts from suppliers. This is an optional use program with no minimum volume requirements. All master agreements are publicly solicited, awarded through an RFP process, and held by a Principal Procurement Agency, while National IPA serves as a nationwide channel to offer the awarded agreements to public and non-profit agencies.

The Transportation and Natural Resources Department requests the court to approve the Interlocal Agreement with the National Intergovernmental Purchasing Alliance in order to access contracts awarded by National IPA.

Intergovernmental Cooperative Purchasing Agreement between the National Intergovernmental Purchasing Alliance (National IPA) and Travis County

This agreement is made by the following parties:

National Intergovernmental Purchasing Alliance (National IPA), and

Travis County, a political subdivision of the State of Texas

RECITALS

National Intergovernmental Purchasing Alliance (National IPA) is a party to purchasing agreements with commercial vendors that it has competitively bid and awarded and that contain a public agency clause that makes these contracts available to public agencies throughout the United States. These agreements achieve cost savings through a single bid process that eliminates the need for multiple government solicitations and multiple responses by government suppliers, combine the volumes of participating public agencies nationwide to achieve cost effective pricing, and reduce the administrative and overhead costs of suppliers and participating public agencies through state of the art ordering and delivery systems.

Travis County desires to comply with the Intergovernmental Cooperation Act's requirements and formalities and with Texas laws to conserve resources and reduce procurement cost; and to improve the efficiency, effectiveness and economy in procuring necessary products.

Under Texas Government Code chapter 791, Travis County is authorized to enter into an intergovernmental cooperative purchasing agreement described here.

AGREEMENT

In consideration of the mutual promises in this agreement and of the mutual benefits to result from it, Travis County and National Intergovernmental Purchasing Alliance (National IPA) agree to the following terms and conditions:

1. Each party shall facilitate the cooperative procurement of products and services.
2. Procuring any product or service subject to this agreement shall be conducted under the relevant statutes, ordinances, rules, and regulations that govern each party's procurement practices.
3. Using cooperative bids obtained by a party to this agreement shall be under the bid's terms and conditions, except as otherwise allowed by law to modify those terms and conditions.
4. The parties shall make available, upon reasonable request and subject to convenience, information that may assist in improving the effectiveness, efficiency, and economy of each party's procurement.
5. The procuring party shall make timely payments to the vendor for products and services received under the procurement's terms and conditions. Payment for products and services ordered by the procuring party, and the party's inspecting and accepting such products and services, shall be the party's exclusive obligation.
6. The procuring party shall make payments for products and services and for the performance of governmental functions or services with current revenues available to the procuring party.

- 7. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
- 8. The procuring party shall be responsible for ordering products or services under this agreement. A non-procuring party shall not be liable in any fashion for any procuring party's violation, and the procuring party shall retain responsibility for any negligent acts or omissions caused by its employees or agents.
- 9. Exercising any rights or remedies by the procuring party shall be that party's exclusive obligation.
- 10. This agreement shall remain in effect until either party terminates it. Either party may terminate this agreement by giving 30 days' written notice to the other party.
- 11. This agreement shall take effect after both parties execute it.

The proper officers of the parties to this agreement have signed it below on the dates indicated:

Coordinator for the Cooperative Member is:

Cyd V. Grimes
Signature

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

314 W. 11th Street, Suite 400
Street Address

Austin
City

Texas, 78701
(zip)

(512) 854-9700
Telephone

(512) 854-9185
Fax

cyd.grimes@co.travis.tx.us
E-mail

RAE

TRAVIS COUNTY

By:

Samuel T. Biscoe, County Judge
Travis County, Texas

Date

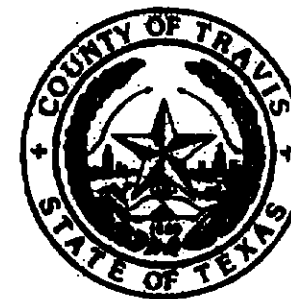
National IPA:

Angela Mariconi, CPM
Signature

Angela Mariconi
Print Name

Asst. National Contracts
Title

8/20/08
Date



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 1, 2008

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
FROM: *Joseph P. Gieselman*
Joseph P. Gieselman, Executive Manager
SUBJECT: Inter-local Agreement

TNR requests that the Travis County Purchasing Department establish an inter-local agreement with the National Intergovernmental Purchasing Alliance (National IPA).

Travis County will be able to utilize this agreement for various items and purchases.

If you need additional information, please contact Financial Services at 854-7670.

[Signature] CJ:JPG:cj



TRAVIS COUNTY PURCHASING OFFICE

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

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

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Cyd V. Grimes 8/25/08

Approved by: _____

Voting Session: Tuesday, September 2, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 1 TO CONTRACT NO. PS070340DG FOR PROFESSIONAL CONSULTING SERVICES FOR FACILITIES CONDITION ASSESSMENTS TO VANDERWEIL FACILITY ADVISORS, INC. (VFA) (FACILITIES MANAGEMENT).

Points of Contact:

Purchasing: Diana Gonzalez

Department: Facilities Management, Roger El Khoury, P.E., Director

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro 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.

On September 2, 2007, an Exemption Order was approved by Commissioner's Court for the procurement of Professional Consulting Services for Facilities Condition Assessments.

The original Contract No. PS070340DG, with Vanderweil Facility Advisors, Inc. (VFA) in the amount of \$68,846.00, was approved by Commissioner's Court on September 18, 2007.

This proposed Modification No. One will initiate the Phase 2 (FY08), Professional Consulting Services for Facilities Condition Assessments of approximately 595,991 square feet of space in the not-to-exceed amount of \$70,000.00, which changes the contract from \$68,846.00 to NTE \$138,846.00.

Over a three year period (FY07 thru FY09) VFA will conduct a survey of approximately 15 buildings and/or a total of 570,000 square feet each year. The survey will provide existing building conditions, remaining life of all building systems and estimate the cost to repair or replace them.

➤ **Contract Expenditures:** Within the last 12 months \$68,846.00 has been spent against this contract.

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$68,846.00
Contract Type: Professional Services
Contract Period:

➤ **Contract Modification Information:**

Modification Amount: \$70,000.00
Modification Type: N/A
Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A Responses Received: N/A
HUB Information: Not Applicable % HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

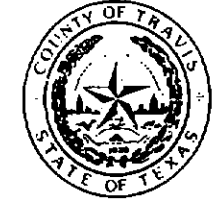
- Award has been protested; interested parties have been notified.
- Award is not to the lowest bidder; interested parties have been notified.
- Comments:

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: 447653
- Funding Account(s): 001-1415-525-6099
- Comments:

➤ **Statutory Verification of Funding:**

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



iana
8-18-08
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-27-08F-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: August 15, 2008
SUBJECT: Annual Facilities Condition Inspection – Year Two
Contract No. PS070340DG

Roger El Khoury
John Carr
PURCHASING OFFICE
AUG 15 PM 3:07
RECEIVED
TRAVIS COUNTY

Facilities Management Department (FMD) has reviewed the proposal received from Vanderweil Facility Advisors, Inc. (VFA) to provide the next phase of the facility assessments (attachment one). On September 18, 2007, the Commissioners Court approved the reference contract for VFA to provide facility assessments over a three year period. VFA successfully completed phase one of the work. FMD recommends approval for VFA to proceed with performing the year two inspections, which will include 12 facilities and 595,991 SF of building space. The proposed fee of \$70,000 equates to 11.7 cents per square foot assessed.

Funding for the annual inspections are included in the Facilities Management Department budget in line item 001-1415-525-6099. Requisition #447653 is loaded into HTE. Please post this action for Commissioners Court approval on August 26, 2008. Please direct any questions on this request to Roger A. El Khoury, M.S., P.E., at 4-4579 or John Carr at 4-4772. Your assistance in this request is greatly appreciated.

ATTACHMENTS:

- 1. VFA Proposal dated August 13, 2008

COPY TO:

- Alicia Perez, Executive Manager, Administrative Operations (w/o atch)
- Diana Gonzales, Purchasing Agent Assistant, Purchasing Office
- Lloyd Evans, Maintenance Division Director, FMD (w/o atch)
- Amy Draper, Financial Manager, FMD (w/o atch)

TRAVIS COUNTY
Account Balance Inquiry

8/20/08
14:12:29

Fiscal Year :	2008
Account number :	1-1415-525.60-99
Fund :	001 GENERAL FUND
Department :	14 FACILITIES MANAGEMENT
Division :	15 BUILDING MAINTENANCE
Basic activity :	52 GENERAL GOVERNMENT
Sub activity :	5 FACILITIES
Element :	60 OTHER PURCHASED SERVICES
Object :	99 OTHER PURCHASED SERVICES
Budget :	18,920
Encumbered amount :	2,507.75
Pre-encumbered amount :	.00
Expenditures :	14,412.45
Total expenditures :	16,920.20
Balance :	1,999.80

Press Enter to continue.

F3=Exit F12=Cancel

PURCHASE REQUISITION NBR: 0000447653

STATUS: INSUFFICIENT FUNDS
 REASON: NEW PO - FACILITIES ASSESSMENTS ATTN: D GONZALEZ
 SUGGESTED VENDOR: 70474 VFA INC.

REQUISITION BY: AMY DRAPER 854-9040
 SHIP TO LOCATION: FACILITIES MANAGEMENT

DATE: 8/15/08
 DELIVER BY DATE: 12/31/08

LINE NBR DESCRIPTION QUANTITY UOM UNIT COST EXTEND COST VENDOR PART NUMBER

1 FACILITY BUILDINGS CONDITION ASSESSMENT - YEAR 2 66500.00 DOL 1.0000 66500.00
 PER CONTACT AND PROPOSAL DATED 8/13/08
 POC: JOHN CARR 854-4772
 COMMODITY: CONSULTING SERVICES
 SUBCOMMOD: BUILDINGS & STRUCTURES

2 RETAINAGE - FACILITIES ASSESSMENT YEAR 2 3500.00 DOL 1.0000 3500.00
 COMMODITY: CONSULTING SERVICES
 SUBCOMMOD: BUILDINGS & STRUCTURES

REQUISITION TOTAL: 70000.00

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

LINE #	ACCOUNT	PROJECT	AMOUNT
1	00114155254007	PROFESSIONAL SERVICES CONSULTING	66500.00
2	00114155254007	PROFESSIONAL SERVICES CONSULTING	3500.00
			70000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

MODIFICATION OF CONTRACT NUMBER: PS070340DG, CONSULTING SERVICES TO PROVIDE FACILITY CONDITION ASSESSMENTS

PAGE 1 OF 9

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST. Diana Gonzalez TEL. NO: (512) 854-5860 FAX NO: (512) 854-9185	DATE PREPARED: August 19, 2008
ISSUED TO: Vanderweil Facility Advisors, Inc. James Summers, Vice President Finance 266 Summer Street Boston, MA 02210	MODIFICATION NO.: One	EXECUTED DATE OF ORIGINAL CONTRACT: September 18, 2007

ORIGINAL CONTRACT TERM DATES: _____ CURRENT CONTRACT TERM DATES: _____

FOR TRAVIS COUNTY INTERNAL USE ONLY.

Original Contract Amount: \$ 68,846.00 Current Modified Amount NTE \$ 138,846.00

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.

- A. Reference Exhibit 1 "Compensation for Professional Services", Section 1 - Compensation for Basic Services, paragraph 1.1. This paragraph is hereby changed to read as follows:

The fixed fee for the performance of the Basic Services shall be the sum of \$68,846.00 for FY07 and NTE \$70,000.00 for FY 08.
- B. Reference Exhibit 1 "Compensation for Professional Services", Section 6 - Total Agreement Sum, paragraph 6.1. This paragraph is hereby changed to read as follows:

The Total Professional Services Agreement Sum, consisting of the FY07 Services at \$68,846.00 and FY 08 Services at NTE amount of \$70,000.00 shall not exceed \$138,846.00.
- C. In accordance with Section 4, "Period of Services", this modification number one is issued to initiate Phase 2 (FY 08) Professional Consulting Services, in the NTE amount of \$70,000.00, as outlined in Exhibit 1 "Compensation for Professional Services", Section 1, paragraph (i). Consultant shall perform these Professional Consulting Services for Facilities Conditions Assessment as described in Attachment A, "Project Approach", for Facilities identified in Attachment B, "Building List", both of which are attached hereto and made a part hereof, comprising approximately 595,991 square feet of space. All work to be completed within 90 calendar days, as listed in Exhibit 1 "Compensation for Professional Services", Section 1, paragraph (i), after receipt of a written Notice to Proceed from the Travis County Purchasing Agent.

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>VFA Inc</u>	<input type="checkbox"/> DBA
BY: <u>[Signature]</u> SIGNATURE	<input checked="" type="checkbox"/> CORPORATION
BY: <u>James Summers</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>VP of Finance</u> ITS DULY AUTHORIZED AGENT	DATE: <u>8/20/08</u>

TRAVIS COUNTY, TEXAS	DATE:
BY: <u>[Signature]</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	<u>8/25/08</u>

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

Attachment A Project Approach

VFA has developed a facility condition assessment service that is comprehensive, flexible to our customers' varying needs and produces accurate, consistent results. Our methodology relies on four proven principles:

1. **Use only highly qualified building professionals** to conduct the field assessments and develop the recommendations. Our staff of building professionals including architects and engineers has on average 20 years of experience in the building industry including design, construction, facilities management, project management and other related facilities positions.
2. **Employ our time-tested and proven assessment methodology** to provide useful facilities information to ensure our customers are best prepared to develop and implement sound capital reinvestment plans. We have refined the methodology over a decade, adopting standards and industry guidelines so that we may hone our services and results to meet your needs.
3. **Communicate and align objectives so that we meet your expectations.** Key to the success of the project is having a clear understanding of Travis County's objectives and expectations. Our project management teams review all aspects of the engagement with you prior to starting the field assessments. We believe that this is fundamental to every project and are proud to have a long and distinguished list of clients to refer you to that may give you insight not only on our performance but the program you are about to start.
4. **Integrate technology with methodology.** We have developed VFA facility to align closely with our methodology so that not only our architects and engineers understand the facilities construction and conditions but more importantly, Travis County's staff will be able to use the information delivered in VFA facility for ongoing asset management and strategic decision support.

The facility condition assessment will prepare Travis County with information to make sound decisions about capital reinvestment in existing buildings. We also understand that the facilities' conditions are not the only factor in determining what renovations, replacements or repairs to undertake, and are in many cases considered in support of other drivers such as impact on mission, risk, program changes, change of use, space planning needs, or County initiatives such as *green buildings*. We have deliberately designed our methodology to adapt to your needs. With our detailed Facility Condition Assessment (FCA) you will understand:

- The current conditions including recommended corrective actions with construction cost estimates
- Asset replacement values supported by a breakdown of the asset (building) systems
- The forecast of future renewal expenditures based on our lifecycle assessment of systems
- The impact on asset conditions of various funding streams over time and conversely a forecast of required funds to attain a targeted condition level whether maintaining current condition, improving the condition or electing to defer maintenance needs.

As other areas may be considered at the beginning of the project during our scoping workshops, at which time we may modify the assessments scope to answer questions such as:

- How can buildings and other assets be used and managed to meet and support the goals and mission of the organization?
- Portfolio level views and management to answer:
 - How fit is the building for the existing use?

- Is there space that is underutilized in your portfolio?
- Which assets are candidates for disposition?
- Is your current preventative maintenance program adequate to meet the needs?
- Where are the risks of failure leading to downtime of mission critical systems?
- Where can you save energy and be better environmental stewards by addressing sustainability, also known as green building, opportunities?

Methodology

1 Project Scope Workshop

VFA will work with Travis County to identify its concerns which must be addressed to achieve Travis County's specific project goals. A scope workshop will be held to establish the overall project objectives, planning time horizons, assessment criteria, data classifications to determine the best method for storing asset data to support analysis, reporting and planning needs.

2 Pre-Survey

Based on the County's available existing information, the VFA project manager will collect base asset data from Travis County. This data should include location, asset number, name, date of construction, number of floors, gross area, asset use and any other relevant and discrete asset data. Data shall be provided to VFA in spreadsheet or database format to be uploaded to VFA facility. Additionally, any information regarding site maps, principal asset activities, occupancy schedules, any outstanding asset code violations, recent studies such as ADA or roofing inspections will be reviewed as made available by Travis County. Additional sources of information may also be reviewed as mutually agreed upon.

VFA's field team leaders will conduct a pre-survey conference with the County's key facility managers, plant maintenance managers, and specialized staff members who will work with the VFA team. The VFA team will conduct briefings with the plant maintenance staff to ascertain information specific to the performance of systems at each asset. These interviews will occur at the pre-survey meeting and again at the beginning of any additional trips.

3 Field Survey – Detailed Facility Condition Assessment

VFA's assessment professionals will visually inspect all of the assets included in the scope of the project to identify deficient conditions and assess the remaining lifecycle of major asset systems. The teams will document any observed requirements taking digital photographs during the survey.

The survey will include a visual inspection of the following systems:

▪ Substructure	▪ Plumbing Fixtures
▪ Superstructure	▪ Domestic Water Distribution
▪ Exterior Walls	▪ HVAC Systems
▪ Exterior Windows	▪ Heat Generating Systems
▪ Exterior Doors	▪ Cooling Generating Systems
▪ Roofing	▪ Distribution Systems
▪ Partitions	▪ Terminal & Package Units
▪ Interior Doors	▪ Controls & Instrumentation

▪ Fittings	▪ Fire Protection
▪ Stairs	▪ Electrical Service & Distribution
▪ Wall Finishes	▪ Lighting and Branch Wiring
▪ Floor Finishes	▪ Communications & Security
▪ Ceiling Finishes	▪ Equipment and Furnishings
▪ Conveying	

The inspection of the asset interiors will include all mechanical and electrical rooms, as well as a reliable representative sampling of similar rooms such as offices, classrooms, cafeterias and assembly areas. Resultant requirements will be identified for the entire asset or system and not by individual room or component. The inspections of the asset exteriors will include an approximate ten-foot perimeter of the asset and the areas adjacent to and/or attached to the asset that are inherent to the asset's use, such as ramps, stairs, paving, landscaping, and exterior wall mounted lighting.

The assessment team will require access to areas which are often secured by our clients, such as mechanical / electrical rooms and roof areas. For secure areas, a specialized County staff member will need to accompany the team for the duration of the on-site work, or keys will be made available to the assessment staff. If keys are provided, VFA may request assistance from County staff to locate areas not denoted on plans, such as roof hatches.

As intrusive and destructive testing such as infrared, roofing core sampling, soil testing, generator testing, hazardous material testing, etc is often very costly and disruptive, VFA does not include them as part of our standard assessment methodology. If observed field conditions warrant further testing, VFA will make recommendations as appropriate.

4 Documentation of Asset Information and Conditions

Asset Descriptions: Upon return from the field, the survey team enters the results of the survey into VFA facility. A narrative summary of the facility is documented in the asset description. Further detail of the systems is recorded in the systems descriptions. This information is useful for having documents of record regarding the basic information and construction of the facility.

System Models and Conditions: After completing asset system descriptions, the survey team will build a database of knowledge about the facilities. System models are an integral feature of VFA's methodology and are used in the VFA software to calculate asset replacement values. The system models are also used to derive the system condition index (SCI). The SCI is used in benchmarking the systems relative physical condition in relation to other systems. It's useful for identifying where critical, and often limited funding dollars, should be spent. In addition, development of systems models is critical in benchmarking the assets' relative physical condition (FCI), and determining future capital renewal costs. The system models created for Travis County will allocate the total construction / replacement cost of the asset among several different asset systems following the NIST Unifomat Category II Elemental Classification system. The asset costs consist of several different cost components, such as structure, exterior walls, interior finishes, windows, doors, electrical systems, and mechanical systems. When building a cost model for a particular asset, or for like groups of assets, the model is intended to be representative of the various line items that make up the total construction of the asset.

During the field assessment, the VFA survey team will determine the overall condition of each of the systems established in the model by estimating the "Years Remaining" for that system. This information is also critical in determining future capital renewal forecasts. Based on the information gathered in the

inspection, Travis County will have an understanding of the reinvestment rate required on an annual basis to replace components that have reached or exceeded the end of their useful lives.

Requirements: Requirements are issues such as systems or components that are unsafe, broken / damaged, can no longer perform the intended function, are approaching or have exceeded their useful life spans, do not conform to current codes or may be an improvement to the facility such as an energy conservation project. The survey will typically include capital needs versus operational such as major repair to air handling unit vs. changing fan belt. Capital vs. operational expenses is often set by a dollar minimum threshold, such as \$5,000 and will be agreed upon at beginning of project. Each requirement is individually classified by priority, category (cause of issue), system, and inspector, thereby allowing for multiple queries and flexible data analysis. If required, additional classifications specific to client sites can also be accommodated via properties created by the project manager or County site administrator. We have standard requirements classifications as follows that will be reviewed with the County and modified if necessary:

Priority

The priority designates the time, in which year, that the inspector recommends the requirement be addressed. This is based on the best judgment that can be made at the time of inspection and only on the condition of the system or building component. This evaluation does not factor in urgency based on business importance; such factors may be applied by another data classification such as "mission criticality". For example, if a generator is recommended to be replaced within 5 years based on its expected remaining useful life, it would be classified as a Priority 3. However, Travis County may deem that because the generator provides critical systems backup, it is more urgent and therefore decide to replace it sooner. VFA's recommended P3 is based on condition. Travis County may promote the priority if planning decisions are based on priority (P1's first).

Priority 1 - Currently Critical (typically within 1 year from observed condition)

Conditions in this category require immediate action.

- Life safety hazard
- Current code violation
- Return a facility or equipment to operation

Priority 2 - Potentially Critical (typically 2 years from observed condition)

Conditions in this category, if not corrected expeditiously, will become critical within a year.

- Potential life safety hazard
- Rapid deterioration which will lead to loss of facility operation

Priority 3 - Necessary - Not yet critical (typically 5 years from observed condition)

Repairs which provide a rapid return on investment, often including energy efficiency projects

- Building or site improvements uncompleted due to inadequate funding or other reasons
- Repairs which will preclude predictable deterioration, potential downtime, and / or higher short-term maintenance costs, or replacement of building components which have exceeded their predicted useful life

Non-time Critical

Conditions in this category include items that represent a sensible improvement to existing conditions, a grandfathered code issue or any issue that is not recommended for action in a specific time frame.

Category

Categories are used to classify the cause or reason for the requirement.

<ul style="list-style-type: none"> ▪ Code Compliance <ul style="list-style-type: none"> ▪ Accessibility ▪ Building Code ▪ Life Safety ▪ Grandfathered Code ▪ Operations <ul style="list-style-type: none"> ▪ Energy ▪ Maintenance ▪ Security ▪ Planned Major Refurbishments ▪ Environmental <ul style="list-style-type: none"> ▪ Air/Water Quality 	<ul style="list-style-type: none"> ▪ Functionality <ul style="list-style-type: none"> ▪ Mission ▪ Modernization ▪ Plant Adaptation ▪ Obsolescence ▪ Capacity/Design ▪ Integrity <ul style="list-style-type: none"> ▪ Appearance ▪ Reliability ▪ Beyond Useful Life
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Corrective Actions

VFA’s building professional will recommend a corrective action for each requirement accompanied by a construction estimate using RSMeans™ Construction and Facilities Maintenance and Repair Costs data embedded in VFA.facility. In certain cases, a non-RSMeans estimate makes more sense and can be easily entered as such. All cost estimates, as well as the entire cost estimating database will be updated annually for active VFA.facility sites.

Cost updates are available to licensed users with annual software support and maintenance agreements in place. This capability is critical to the ongoing use of assessment data because without these updates, cost estimates would not remain accurate over time.

Digital Photos: VFA will import digital photos to visually support existing field conditions. A selection of photographs of the asset exterior and the critical requirements within each asset will be imported into VFA.facility and link to requirements where a supporting photo is beneficial.

5 Targeting and Facility Condition Index

Once the facilities assessment data has been collected and entered into the database, and action methodologies and costs have been established, benchmarking the condition of the facilities can begin. VFA has automated a standard process to assess the relative condition of assets, facilitating comparison both within and among institutions. A Facility Condition Index (FCI) will be calculated for each asset evaluated. The FCI is determined by dividing the total value of the existing requirements by the current replacement value for the asset. The poorer the facility’s condition is, the higher the FCI. Over the years, VFA has found that there are varying interpretations of how to calculate the FCI. In response, VFA developed the configurable FCI in VFA.facility. VFA’s project manager will configure how the FCI is calculated by adjusting two variables, 1) including/excluding individual requirement categories, and 2) the time frame from the current date (example; 2 year time frame will include requirements with recommended action dates up to 2010 for a report run in 2008). Our recommended starting point for how the FCI is calculated parallels the most common industry definition of deferred maintenance divided by

current replacement value (CRV) and includes only categories which are strictly condition-based (excludes improvements, grandfathered code issues, etc.) and includes a one (1) year time frame. However we can vary the definitions to match your FCI definition most closely.

6 Report Generation and Deliverables

VFA's capital planning and management software provides tremendous utility through the built-in analytical capabilities accumulated from similar projects over the course of years. Powerful text and graphical reports (either on an individual or consolidated basis) are available with VFA's software to show funding profiles and planned major maintenance, as well as the results of both the deferred maintenance and the future renewal calculations.

As printed reports are only a snapshot in time and do not represent the dynamic nature of the data contained in VFA facility. Following the conclusion of the assessments, data entry, costing and quality control, the VFA project manager, will conduct a WebEx with the County to provide guidance for reviewing data and review the reporting capabilities contained in VFA facility. This methodology of on-line customer review and collaboration has proven extremely effective in not only data ownership but VFA facility familiarization.

Following conclusion of the assessments, data entry and costing, VFA will provide one electronic copy of a Draft Facilities Condition Report including:

1. Client Summary Data:
 - a. Asset lists and summaries – by age, use, FCI
 - b. Deferred maintenance summaries – presented by priority, system and category and cross tabular format
 - c. System renewal forecasts and SCI reports
 - d. Asset snapshots – asset descriptions, systems information, requirement lists

VFA will review this report with Travis County on the active website, providing guidance for reviewing data and format and request comments back from the County within three weeks from draft submission.

The Final Facilities Condition Report documents the findings and presents analyses and will include the following sections:

1. Executive Summary
2. Assessment Methodology
3. Portfolio Capital Needs and Funding Analysis – see description to follow
4. Client Summary Data:
 - e. Portfolio Data Summary [Region and Campus level summaries]
 - f. Asset Summaries – by age, use, FCI
 - g. Deferred Maintenance Summaries – presented by priority, system and category and crosstabular format
 - h. System Renewal Forecasts

The County will be responsible for acceptance and signoff of final report. VFA's project management team will deliver a presentation of findings to Travis County's project team as part of the project close out proceedings. It may also be beneficial for VFA to present to the County's executive team to assist in

delivering key messages of the project and support the County's future strategic direction. This presentation will be provided by VFA's project management team at an additional fee.

7 Capital Needs and Funding Analysis

In this phase of the methodology, VFA's capital planning and management software will be used to determine the long-term system renewal costs and timing. In addition, multiple funding options will be presented and a comparative analysis of these funding options will be discussed. Travis County will be able to ascertain the impact of various funding levels on the FCI of the assets, or alternatively, the funding requirements to achieve a specific asset FCI.

Based on the criteria selected, VFA's software will calculate the long-term renewals for the assets and systems included in the project utilizing the previously developed system models and systems conditions evaluation. The resulting funding analysis can then be used in the strategic planning and funding analyses developed by VFA in coordination with Travis County.

Trade-offs between competing funding requirements can be analyzed based on criteria and logic that VFA will establish with the County to ensure consistent, equitable, goal-oriented, needs-based, and most efficient capital planning. This analytical capability is critical to the effective allocation of capital renewal funding to the various entities. Related or dependent renewal projects are associated with each other and with other functional requirements to ensure an appropriate integrated perspective to capital planning. The most obvious example of this need is the "repair or replace" analysis for severely deficient facilities. Similar analysis can be conducted for "component renewal vs. gut renovation" analysis of moderately deficient facilities, or "repair vs. replace" analyses for individual asset systems.

8 Quality Assurance and Project Communications

VFA ensures a quality project through a comprehensive quality assurance program. Data is reviewed by team members, project managers and the designated QA manager for the project before submission for review by Travis County. A preliminary draft report will be submitted to the County after 10% of assets have been evaluated and entered into VFA facility. This preliminary report will give the County an opportunity to review content, including a review of data classifications (such as priorities, categories, and systems), general consistency of overall estimates, and report format. This step assures that VFA is delivering quality products and services to its clients by allowing clients to review reports before they are complete and allowing the County's review comments to impact the final deliverable.

VFA's project manager will implement the necessary communication protocols with the County's staff as needed to execute the project in an efficient, timely and productive manner. Project meetings will be conducted periodically as is appropriate to the scale and duration of the project. The project manager will maintain an up to date project schedule, report on progress monthly or as required by Travis County, record meeting minutes and track project communications.

In addition, VFA will establish a read-only user account during the course of the project which will allow the County to monitor progress, review data, and make comments on facility condition assessment data once it has been submitted for review.

Attachment B Building List

Building Name	Building Use	Year Constructed or Renovated	Age	FY 08 Square Footage
Airport Boulevard Building	Office	2003	5	125,098
NRCC/Clinic/Tax Office	Office/Clinic	2003	5	15,131
1101 Nueces	Office	2004	4	4,300
Gault Building	Office	1960	48	66,781
Blackwell – Thurman Criminal Justice Center	Office /Court	1999	9	232,000
Holt Building	Office	2006	2	9,280
Weatherization	Office/Warehouse	2002	6	10,461
Ray Martinez Building	Office	2003	5	62,000
2501 South Congress Building	Office	1970	38	25,917
WRCC/Clinic	Office/Clinic	2005	3	18,768
Constable 3/JP3/Tax Office	Office	2005	3	18,768
910 Lavaca Street	Office	1945	63	7,487
Total Square Footage				595,991



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

10

Cyd V. Grimes 8/25/08

Approved by: _____

Voting Session: Tuesday, September 2, 2008

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR CONSTRUCTION SERVICES FOR THE SOUTHEAST METRO PARK RAW WATER LINE PROJECT, IFB NO. B070381-LP, TO THE LOW BIDDER, BORETEX, L.L.C. (TNR)

Points of Contact

Purchasing: J. Lee Perry

Department: TNR, Joe Gieselman, Executive Manager; Steve Manilla, Public Works Director; Roger Schuck, Project Manager

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro, Jose Palacios

Other:

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COUNTY PURCHASING OFFICE
08 AUG 26 AM 11:08

- **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 sport fields at Southeast Metro Park are currently irrigated with potable water provided by the area water service provider. The water line to be constructed in this project will be used to draw irrigation water at much lower cost from the Colorado River through an agreement with the LCRA. The water line will extend from the confluence of Onion Creek and Colorado River to a detention pond on park property.
- On August 6, 2008 Travis county received bids from (13) vendors in response to IFB No. B070381-LP, Southeast Metro Park, Raw Water Line project. The base bids ranged from \$762,152.05 to \$1,092,207.60 with an engineer's estimate of \$997,272.45.
- TNR has reviewed the bids and recommends with Purchasing's concurrence, award to Boretex, LLC for a base bid amount of \$762,152.05 and alternate bids 51 thru 58 in the amount of \$43,867, for a total contract amount of \$806,019.05 .

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

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$806,019.05
Contract Type: Construction
Contract Period: 180 Working Days

Contract Modification Information:

Modification Amount: N/A (Firm Amount) (Add'l. comments)
Modification Type: N/A
Modification Period: N/A

➤ **Solicitation-Related Information:**

Solicitations Sent: 55 Responses Received: 13
HUB Information: Vendor is not a HUB % HUB Subcontractor: 0.00%

➤ **Special Contract Considerations:**

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

Funding Information:

Purchase Requisition in H.T.E.: 388655

Funding Account(s):

Account No.	Amount	Com/Sub
454-4945-758-8120	\$ 91,759.00	988/064
458-4945-809-8120	\$150,101.00	988/064
463-4945-809-8120	\$564,159.05	988/064

Total: \$806,019.50

Comments: N/A

➤ **Statutory Verification of Funding:**

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

STATE OF TEXAS §

COUNTY OF TRAVIS §

This Agreement for Construction Services (the "Construction Contract" or "Contract") is made and entered into this day by and between Travis County, Texas, a political subdivision of the State of Texas (the "County") and BORETEX, L.L.C. (the "Contractor") and shall be binding upon their respective executors, administrators, heirs, successors, and assigns.

WHEREAS, the County desires to enter into a contract for the construction of SOUTHEAST METRO PARK RAW WATER LINE in Travis County, Texas, in accordance with the provisions of state statutes and conforming to the Contractor's Notice of Construction, Bid Proposal (including the Bidding Documents, Bid Form, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications and Plans marked SOUTHEAST METRO PARK RAW WATER LINE (IFB NO. B070381-LP), all of which are incorporated herein;

WHEREAS, the Contractor has been engaged in and now does comparable work and represents that he/she is fully equipped, competent, and capable of performing the above- desired and outlined work, and is ready and willing to perform such work in accordance with all provisions of the abovementioned Specifications and Plans marked (IFB NO. IFB NO. B070381-LP)

NOW THEREFORE, in consideration of the County's promise to pay the amount below as totaled in the Bid Proposal hereto attached and made part of this Contract, the Contractor agrees to do at his own proper cost and expense all the work necessary for the construction of SOUTHEAST METRO PARK RAW WATER LINE in Travis County, Texas in accordance with the provisions of the aforementioned Contractor's Notice of Construction, the Bid Proposal as awarded by the Commissioners Court, and the Specifications and Plans marked (IFB NO. IFB NO. B070381-LP) to the satisfaction of the Executive Manager of the Transportation and Natural Resources Department of Travis County, Texas.

This contract document, the Contractor's Notice of Construction, the Bid Proposal (including the Bidding Documents, the Bid Form, and any Addenda or Amendments thereto), and the Specifications and Plans marked (IFB NO. IFB NO. B070381-LP) represent the entire and integrated contract between the County and the Contractor and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by both the County and the Contractor.

The said Contractor further agrees to be available for work within fourteen (14) calendar days, and to complete the work within 60 (working) days, after receiving a written "Notice to Proceed".

Travis County, Texas, in consideration of the full and true performance of the said work by said Contractor, hereby agrees and binds itself to pay to said Contractor the total contract amount of \$806,019.05 consisting of \$403,009.53 for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of the contract and \$403,009.52 for all other charges, including the cost of other services, overhead, materials which do not become part of the finished project or are reusable, and machinery or equipment and its accessory, repair, or replacement parts, and in the manner provided for, within thirty (30) calendar days from the receipt of an acceptable invoice. This division of the contract amount is made for

sales tax purposes only. The Contractor shall maintain internal records to verify the division. The Contractor shall make these records available upon the request of the Travis County Auditor.

This contract shall be construed according to the laws of the State of Texas. The performance for this Contract shall be in Travis County, and venue for any action will lie in Travis County, Texas. The Contractor warrants that the completed project shall be adequate for the purposes intended.

Notwithstanding anything to the contrary herein, if Contractor is delinquent in payment of taxes at the time of invoicing, Contractor hereby assigns any payments to be made for service rendered under this Contract to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

The forfeiture provisions of the contract imposed pursuant to the Travis County Ethics Policy may be waived in whole or in part by the Travis County Commissioners Court.

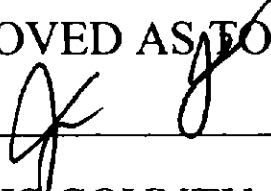
EXECUTED THIS _____ DAY OF _____, YEAR _____.

TRAVIS COUNTY, TEXAS

BORETEX, L.L.C.

BY: _____
TRAVIS COUNTY JUDGE

BY:  _____

APPROVED AS TO FORM:


TRAVIS COUNTY ATTORNEY

APPROVED:

COUNTY PURCHASING AGENT

CERTIFIED FUNDS ARE AVAILABLE

COUNTY AUDITOR, TRAVIS COUNTY

DRAFT

IFB No. B070381-LP
 SOUTHEAST METRO PARK RAW WATER LINE

II. Instructions to Bidders
 A. Bid Proposal

CONTRACT NO.

BASE BID							
Bid Item	Spec. Item No.	Bid Quan.	Unit	Tech Spec	Description	Unit Price	Amount
1	510-A	10,423	L.F.		8" Waterline (PVC C900 color purple), 200 psi minimum, marked non-potable, placed as shown on the drawings, including supplying materials, fittings, thrust blocking, labor, equipment, tools, safety, supervision, and construction for installation. Also includes diverting around, over and under structures or other obstacles, COMPLETE, INPLACE per linear foot.	\$24.00	\$250,152.00
2	510	100	L.F.		8" Waterline (Sch. 80 PVC), marked non-potable, above ground, with 2" orifice every 10' on center, placed as shown on the drawings, including supplying materials, fittings, thrust blocking, labor, equipment, tools, safety, supervision, and construction for installation. Also includes diverting around, over and under structures or other obstacles, COMPLETE, INPLACE per linear foot.	\$26.00	\$2600.00
3	510	1,320	L.F.		8" Waterline (Restrained joint pipe PVC SDR-18), 150 psi minimum, marked non-potable, placed as shown on the drawings, including supplying materials, fittings, thrust blocking, labor, equipment, tools, safety, supervision, and construction for installation. Also includes diverting around, over and under structures or other obstacles, COMPLETE, INPLACE per linear foot.	\$27.00	\$35,640.00
4	510	47	L.F.		8" Waterline (Ductile Iron pipe CL 350), 500 psi minimum, marked non-potable, placed as shown on the drawings, including supplying materials, fittings, thrust blocking, labor, equipment, tools, safety, supervision, and construction for installation. Also includes diverting around, over and under structures or other obstacles, COMPLETE, INPLACE per linear foot.	\$80.00	\$3760.00

IFB No. B070381-LP
SOUTHEAST METRO PARK RAW WATER LINE

II. Instructions to Bidders
A. Bid Proposal

BASE BID							
Bid Item	Spec. Item No.	Bid Quan.	Unit	Tech Spec	Description	Unit Price	Amount
5	SS-4307 TxDOT Specs.	40	CY		Waterline Site Concrete block wall, placed as shown on the drawings, including supplying materials, labor, equipment, tools, safety, supervision, and construction for installation. Also includes diverting around, over and under structures or other obstacles, COMPLETE, INPLACE per Cubic Yard.	\$143.00	\$5720.00
6	Item 423 TxDOT Specs.	34	C.Y.		Waterline Site Concrete Retaining wall, placed as shown on the drawings, including supplying materials, labor, equipment, tools, safety, supervision, and construction for installation. Also includes diverting around, over and under structures or other obstacles, COMPLETE, INPLACE per Cubic Yard.	\$185.00	\$6290.00
7	Item 450 TxDOT Specs.	14	L.F.		Waterline Site Traffic Rail, placed as shown on the drawings, including supplying materials, labor, equipment, tools, safety, supervision, and construction for installation. Also includes diverting around, over and under structures or other obstacles, COMPLETE, INPLACE per Linear Foot.	\$50.00	\$700.00
8	511S-3B	9	EA.		2" Air/Vacuum Combination Valve Assembly, placed as shown on the drawings, including supplying materials, labor, equipment, tools, safety, supervision, and construction for installation, COMPLETE, INPLACE per each.	\$2500.00	\$22,500.00
9	511S-A	2	EA.		6" Drain Valve Assembly, placed as shown on the drawings, including supplying materials, labor, equipment, tools, safety, supervision, and construction for installation, COMPLETE, INPLACE per each.	\$2442.00	\$4884.00
10	604S-C	51.872	S.Y.		Hydromulch, placed as shown on the drawings, including supplying materials, re-using excavated topsoil from pipeline trench, watering, labor, equipment, tools, safety, supervision, and construction for installation, COMPLETE, INPLACE per square yard.	\$.50	\$25,936.00

IFB No. B070381-LP
SOUTHEAST METRO PARK RAW WATER LINE

II. Instructions to Bidders
A. Bid Proposal

BASE BID							
Bid Item	Spec. Item No.	Bid Quan.	Unit	Tech Spec	Description	Unit Price	Amount
11	639S	427	L.F.		Rock berm placed as shown on the drawings, including supplying materials, labor, equipment, tools, safety, supervision, and construction for installation and removal, COMPLETE, INPLACE per linear foot.	\$18.00	\$7686.00
12	642S	11,762	L.F.		Silt fence placed as shown on the drawings, including supplying materials, labor, equipment, tools, safety, supervision, and construction for installation and removal, COMPLETE, INPLACE per linear foot.	\$2.00	\$23,524.00
13	610S	1,767	L.F.		Tree Protection Fencing placed as shown on the drawings, including supplying materials, labor, equipment, tools, safety, supervision, and construction for installation and removal, COMPLETE, INPLACE per Linear Foot.	\$2.75	\$4,859.25
14	169 TxDOT Specs.	3,246	S.Y.		Soil retention blanket placed as shown on the drawings, including supplying materials, labor, equipment, tools, safety, supervision, and construction for installation and removal, COMPLETE, INPLACE per square Yard.	\$.30	\$973.00
15	641S-1	1	EA.		Stabilized Construction Entrance constructed as shown on the drawings, including supplying materials, labor, equipment, tools, safety, supervision, and construction for installation and removal, COMPLETE, INPLACE per each.	\$1000.00	\$1000.00
16	N/A	3	EA		Removal and Replacement of Existing Bollards as shown on the drawings, including supplying materials, labor, equipment, tools, safety, supervision, and construction for removal and replacement, COMPLETE, INPLACE per Each.	\$350.00	\$1050.00
17	510S-3	3	S.Y.		Sawcut, Removal and Replacement of Existing Asphalt as shown on the drawings, including supplying materials, labor, equipment, tools, safety, supervision, and construction for removal and replacement, COMPLETE, INPLACE per square yard.	\$100.00	\$300.00

IFB No. B070381-LP
SOUTHEAST METRO PARK RAW WATER LINE

II. Instructions to Bidders
A. Bid Proposal

BASE BID							
Bid Item	Spec. Item No.	Bid Quan.	Unit	Tech Spec	Description	Unit Price	Amount
18	432S-1	534	S.F.		Removal and Replacement of Existing Concrete Sidewalk as shown on the drawings, including supplying materials, labor, equipment, tools, safety, supervision, and construction for removal and replacement. COMPLETE, INPLACE per square foot.	\$7.50	\$4,005.00
19	N/A	22	L.F.		Removal and Replacement of Existing Metal Handrail as shown on the drawings, including supplying materials, labor, equipment, tools, safety, supervision, and construction for removal and replacement. COMPLETE, INPLACE per linear foot.	\$75.00	\$1650.00
20	700S	1	LS		Mobilization, demobilization, bonds, dress-out, and clean-up. COMPLETE, INPLACE per lump sum.	\$30,000.00	\$30,000.00
21	11001	1	L.S.		GOODWIN 500 GPM @ 200' TDH Pump with Electric Motor on Trailer, COMPLETE, INPLACE per lump sum.	\$37,532.50	\$37,532.50
22	11304	16	EA.		10' Sections 8" Rubber Heavy Duty GOODWIN Suction Piping with GOODWIN quick disconnects. COMPLETE, INPLACE per each.	\$722.50	\$11,560.00
23	11304	2	EA.		6' Sections 8" Rubber Heavy Duty Goodwin Discharge Piping with Goodwin quick disconnects for connection to pump inside building (1 suction, 1 discharge) COMPLETE, INPLACE per each.	\$897.00	\$1794.00
24	11304	1	EA.		8" 90 Degree Bends with Goodwin Quick Disconnect, COMPLETE, INPLACE per each.	\$675.00	\$675.00
25	11304	2	EA.		8" Female Coupling with Goodwin Quick Disconnect x 8" Flange. COMPLETE, INPLACE per each.	\$317.50	\$635.00
26	11304	1	EA.		8" Male Coupling with Goodwin Quick Disconnect x 8" Flange, COMPLETE, INPLACE per each.	\$680.00	\$680.00
27	403S	1	LS.		Reinforced Concrete Pipe Supports with 8" Flanged Steel Pipe Embedded in Support. COMPLETE, INPLACE per Lump Sum.	\$4050.00	\$4050.00
28	11307	1	EA.		8" Johnson Screen assembly with end stands installed on Suction Pipe. COMPLETE, INPLACE per each.	\$9000.00	\$9000.00

IFB No. B070381-LP
SOUTHEAST METRO PARK RAW WATER LINE

II. Instructions to Bidders
A. Bid Proposal

BASE BID							
Bid Item	Spec. Item No.	Bid Quan.	Unit	Tech Spec	Description	Unit Price	Amount
29	11350	2	EA.		Ultrasonic Level Detection system including support structure, conduits, ultrasonic level detector and installation. COMPLETE INPLACE per each.	\$2065.00	\$4130.00
30	510 201S 701S	1	L.S.		Yard Piping and site work for site plan B including all clearing and grubbing, road base. 8" Ductile Iron Piping and fittings, Connection to 8" PVC Force Main, 8' Chain Link Fence and all other work as shown on PLANS, COMPLETE, INPLACE per lump sum.	\$16,000.00	\$16,000.00
31	510 201S 701S	1	L.S.		Yard Piping and site work for site plan A including all clearing and grubbing, grading, installation of pump and hoses, and all other work as shown on PLANS, COMPLETE, INPLACE per lump sum.	\$7000.00	\$7000.00
32	15611	1	EA.		8" Micrometer V2 Flow Meter installed with conduits and mounting of digital readout panel. COMPLETE, INPLACE per each.	\$7200.00	\$7200.00
33	11307	1	L.S.		Intake Screen, including installation COMPLETE, INPLACE per lump sum.	\$9500.00	\$9500.00
34	11305	1	LS.		Pump Building, COMPLETE, INPLACE per lump sum.	\$8990.00	\$8990.00
35	403S	1	LS.		Pump Building Slab, COMPLETE, INPLACE per lump sum.	\$2900.00	\$2900.00
36	511S	3	EA.		8" Gate Valve, COMPLETE, INPLACE per each.	\$982.00	\$2946.00
37	132	826	CY		Proposed Access Road to Site A Including excavation (cut) as shown on PLANS, COMPLETE, INPLACE per Cubic yard.	\$7.00	\$5782.00
38	132	88	CY		Proposed Access Road to Site A Including embankment (fill) as shown on PLANS, COMPLETE INPLACE per Cubic Yard.	\$12.00	\$1056.00
39	201S	950	SY		Proposed Access Road to Site A subgrade preparation as shown on PLANS, COMPLETE INPLACE per lump sum.	\$4.25	\$4037.50
40	201S	950	SY		Proposed Access Road to Site A 15" thick limestone base as shown on PLANS, COMPLETE, INPLACE per Square Yard	\$14.00	\$13,300.00

IFB No. B070381-LP
SOUTHEAST METRO PARK RAW WATER LINE

II. Instructions to Bidders
A. Bid Proposal

ADDENDUM 1
JULY 30, 2008
PAGE 2 OF 2

BASE BID							
Bid Item	Spec. Item No.	Bid Quan.	Unit	Tech Spec	Description	Unit Price	Amount
41	16010	1	LS		Installation of electrical power, controls panels, telemetry and all other work as shown on PLANS, COMPLETE, INPLACE per lump sum.	\$133,957.00	\$133,957.00
42	594S	67	SY		6" thick Gabion mattress 2"-3" dia. rock and all other work as shown on PLANS, COMPLETE, INPLACE per Square Yard.	\$40.00	\$2680.00
43	639S	104	LF		Gabion Rock Berm at outlet with wire covering, 4"-8" dia. rock per detail and all other work as shown on PLANS, COMPLETE, INPLACE Cents per Linear Foot.	\$18.00	\$1872.00
44	509-S	11,408	LF		Clearing and Grubbing for 8" Raw Water line from Intake Structure to Southeast Metro Park (south of cemetery) as shown on PLANS, COMPLETE, INPLACE per Linear Foot.	\$2.00	\$22,816.00
45	501S-1	110	LF		12" steel encasement w/spacers complete as shown on PLANS, COMPLETE, INPLACE per Linear Foot.	\$75.00	\$8250.00
46	509S	11,408	LF		Trench Excavation Protection placed where excavation exceeds 5ft., including supplying materials, labor, equipment, tools, safety, supervision, and construction for installation and removal. COMPLETE, INPLACE per Linear Foot.	\$.50	\$5704.00
47	11001	1	EA		75 HP 460 Volt 3 Phase GOODWIN Pump Control Box, COMPLETE, INPLACE per Each.	\$4,875.00	\$4,875.00

IFB No. B070381-LP
 SOUTHEAST METRO PARK RAW WATER LINE

II. Instructions to Bidders
 A. Bid Proposal

TAX EXEMPT TOTAL	\$ 762,151.25	NON-TAX EXEMPT TOTAL	\$
Tax exempt costs are the total cost of materials incorporated into the project or completely consumed at the job site and services required by or integral to the performance of the Contract.		Non-Tax exempt costs are all other charges, including the cost of labor, overhead, and materials which do not become part of the project or are not completely consumed at the job site.	

NOTE: The sum of the tax exempt and non-tax exempt costs must equal the Total Amount bid.

Total Base Bid Total Amount \$ 762,151.25

Seven hundred sixty two thousand one hundred fifty one dollars _____ **Dollars and**
 (Print or Type Dollar Amount)

twenty- five _____ **Cents**(\$ 762,151.25)
 (Print or Type Cents Amount)(Figures)

Please note the following listed abbreviations used for proposed units:
 CY = Cubic Yard LF = Linear Foot STA = Stations AC = Acre EA = Each SY = Square Yards GAL =Gallon LS = Lump Sum

IFB No. B070381-LP
SOUTHEAST METRO PARK RAW WATER LINE

III. Bid Requirements
A. Bid Proposal

ALTERNATE

The Owner may elect to increase or decrease the amount of the contract based on the following alternate prices:

50 For #21	11305	1	LS		Provide price to provide a Thompson Pump model number 3JSCB-EBS-75 3" Solids Handling ENVIROPRIME® Pump on trailer, with 75 HP electric motor, instead of the Goodwin Pump (Item 21) COMPLETE, INPLACE Cents per lump sum.	\$51,367.00	\$51,367.00
51	510	1,497	L.F.		4" Waterline (PVC C900 color purple), 200 psi minimum, marked non-potable, placed as shown on the drawings, including supplying materials, fittings, thrust blocking, labor, equipment, tools, safety, supervision, and construction for installation. Also includes removal and replacement with like materials of streets, drains, driveways, driveway culverts, sidewalks, vegetation, trees, fences, mailboxes as well as diverting around, over and under structures or other obstacles, COMPLETE, INPLACE per linear foot.	\$19.00	\$28,433.00
52	501S-1	41	L.F.		12" Steel encasement with spacers. COMPLETE, INPLACE per linear foot.	\$90.00	\$3690.00
53	500	2	EA		8" Gate Valve, placed as shown on PLANS, COMPLETE, INPLACE per each.	\$985.00	\$1970.00
54	500	2	EA		4" Gate Valve, placed as shown on PLANS, COMPLETE, INPLACE per each.	\$750.00	\$1500.00
55	500	2	EA		Plug 8" Raw water line for future connection, COMPLETE, INPLACE per ea.	\$150.00	\$300.00
56	604S-C	2,481	S.Y.		Hydromulch for 4" Raw Water Line and associated easement, placed as shown on the drawings, including supplying materials, re-using excavated topsoil from pipeline trench, watering, labor, equipment, tools, safety, supervision, and construction for installation, COMPLETE, INPLACE per square yard.	\$1.00	\$2481.00
57	102S	2,481	S.Y.		Clearing and Grubbing for 4" Raw Water Line. COMPLETE, INPLACE per square yard.	\$1.00	\$2481.00
58	642S	1,501	L.F.		Silt fence for 4" Raw Water Line and associated easement, placed as shown on the drawings, including supplying materials, labor, equipment, tools, safety, supervision, and construction for installation and removal. COMPLETE, INPLACE per linear foot.	\$2.00	\$3002.00

**IFB No. B070381-LP
SOUTHEAST METRO PARK RAW WATER LINE**

**III. Bid Requirements
A. Bid Proposal**

Travis County reserves the right to award a contract or contracts to the lowest responsive bidder or bidders, to award entire programs or portions of programs, or to award no contract at all, at the discretion of the County Commissioners Court.

BASE BID

The Bidder is (check one of the following and insert information requested),

- A. A corporation organized and existing under the laws of the State of _____; or
- B. A partnership organized and existing under the laws of the State of Texas; or
- C. An individual doing business under an assumed name registered under the laws of the State of _____:

Has complied with Instructions to Bidders, examined the Bidding Documents dated 07-31-08 is familiar with all the conditions relating to the proposed project, and has received Addenda Numbers 1 through 1, and has included their provisions in the Bid upon these premises. The Bidder hereby proposes to furnish all labor, materials, services, permits, machinery, tools, supplies, bonds, overhead and profit required for or incidental to full and final completion of the SOUTHEAST METRO PARK RAW WATER LINE in accordance with the Notice to Bidders and Instructions within the time set forth herein for a Stipulated Lump Sum Price including Contractor's fee in the amount of:

ATTACHMENTS

The undersigned has attached the following, which are a condition of the bid:

1. Attachment 4: Ethics Affidavit-Statement of Compliance with the Travis County Ethics Policy (including: Exhibit A: List of Key Contracting Persons and EXHIBIT B: Contractor Acknowledgement)
2. Attachment 5: Safety Record Questionnaire
3. Attachment 6: Storm water Pollution Prevention Plan Compliance Agreement
4. Attachment 7: Environmental Compliance and Safety Record Questionnaire
5. Attachment 8: HUB Subcontracting Participation Declaration Form
6. Attachment 9: Determination of Good Faith Effort Checklist
7. Attachment 15: Certificate of Secretary (if Bidder is a corporation)
8. Bid Guaranty (Bid Bond or casher's check) Certification

IFB No. B070381-LP
SOUTHEAST METRO PARK RAW WATER LINE

III. Bid Requirements
A. Bid Proposal

SIGNATURES

A. IF BIDDER IS AN INDIVIDUAL:

By: _____
(Individual name)

Doing Business as: _____

Business Address _____

Telephone No: _____

Submitted on: _____, 20

B. IF BIDDER IS A PARTNERSHIP:

By: Luc Larocque

(Individual name)

(general partner) _____

(general partner) _____

(general partner) _____

Business Address 2300 Rain Water Drive Austin, Texas 78734

Telephone No: 830-385-1838

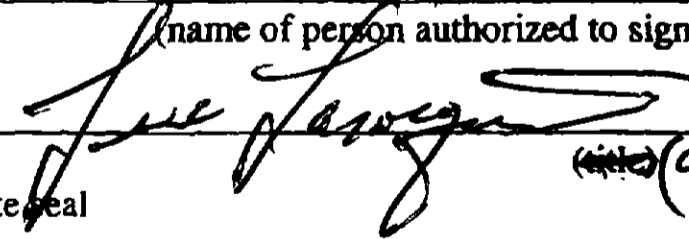
Submitted on: July 30th, 20 08

C. IF BIDDER IS A CORPORATION:

By: _____
(corporation name)

(state of incorporation)

By: _____
(name of person authorized to sign)

 _____
(signature)

corporate seal

Attest:

(secretary)

Business Address _____

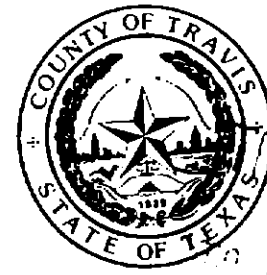
Telephone No: _____

Submitted on: _____, 20

Shelly Bland

boretex@cox.net
830-385-6152

LEE
8-18-08
NB



FILED
AUG 13 PM 3:53
PURCHASING
OFFICE

TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 W. 13th St.
Eleventh Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4626

August 13, 2008

MEMORANDUM

TO: Marvin Brice, Assistant County Purchasing Agent
FROM: Steve Manilla, P.E., TNR Public Works Director
SUBJECT: Award Construction Contract
Southeast Metro Park Raw Water Line
IFB No. B070381-LP, Contract No. 07K00381LP

Proposed Motion:

Consider and take appropriate action on a request to award a construction contract for the Southeast Metro Park Raw Water Line project in Precinct 4.

Summary and Staff Recommendations:

The sport fields at SE Metro Park are currently irrigated with potable water provided by the area water service provider. The water line to be constructed in this project will be used to draw irrigation water at much lower cost from the Colorado River through an agreement with the LCRA. The water line will extend from the confluence of Onion Creek and Colorado River to a detention pond on park property. It will consist of 12,000 LF of 8" non-potable water line and a pumping system. On August 6, 2008 Travis county received bids from (13) vendors in response to IFB No. B070381-LP. The (13) vendors base bids ranged from \$762,152.05 to \$1,092,207.60 with an engineer's estimate of \$997,272.45. TNR has reviewed the bids and recommends award to Bortex, LLC for a base bid amount of \$762,152.05 and alternate bids 51 thru 58 for an amount of \$43,867. The total contract amount will be \$806,019.05 .

Budgetary and Fiscal Impacts:

A total of \$832,700.00 is currently budgeted and available. Account, requisition and commodity/sub-commodity information for the \$806,019.05 is as follows:

Requisition No.	Account No.	Amount	Com/Sub
388655	454-494- 809 -8120 ^{5 758}	\$ 91,759.00	988/064
388655	458-4945-809-8120	\$150,101.00	988/064
388655	463-4945-809-8120	\$564,159.05	988/064

Page 2

August 12, 2008

SE Park Waterlines Bortex LLC

Construction of the raw water supply line will enable TNR to use much less expensive river water for its irrigation needs. TNR's cost analysis showed the following:

The LCRA charges \$105/acre foot of water. SEMP will need approximately 103.6 acre-feet/year, which equals \$10,822/year. When we add 0.40 cents/1,000 to operate the pumps, we get a price of around \$0.72 /1,000 gallons, or around \$24,192 annually for 33,600,000 gallons of water. We are currently paying \$2.60 / 1,000 gallons from Garfield WS. If we could get 33,600,000 gallons from Garfield WS, which we haven't been able to, to date, we'd be paying around \$87,360 annually for water. The LCRA water right option could therefore save us \$63,168 annually. On a million dollar project, this would give us a 15.8 year pay back. The low bid plus alternates will cost approximately \$806,000, further reducing the payback period.

Issues:

The Southeast Metro Park Raw Water Line project was initiated in FY 2000 with the approval of funds for design and construction. Due to rising construction costs the original budget has since been supplemented with FY 2002 and 2003 CO's.

The County entered into a Developer Agreement with MAK Marshall Ranch, LP (Watersedge PUD) for a waterline easement through the Watersedge PUD Development tract. The county has received a 15 ft waterline easement and right of entry agreement from developer.

During design process the developer's property was annexed by the City of Austin. As such it was necessary to obtain City permits prior to beginning construction. All permits have now been obtained but the process significantly delayed the project..

Required Authorizations:

County Attorney Office: Christopher Gilmore, Assistant County attorney
Planning and Budget: Jessica Rio

CC.

Joseph P. Gieselman, Executive Manager
Carol Joseph, Assistant Director
Cynthia McDonald, TNR Financial Services
Donna Williams-Jones, TNR Financial Services
Roger Schuck, P.E., TNR Project Manager
Sean O'Neal, Auditor's Office

Attachments:

Bid Tabulation

TRAVIS COUNTY PURCHASING CONSTRUCTION CONTRACTS: BID TABULATION FORM

BID NO.:	B070381-LP	BID DATE:	8/6/2008	BIDS SOLICITED:	N/A
DESCRIPTION:	SEMP RAW WATER LINE	OPEN TIME:	2pm	BIDS RECEIVED:	13
DEPARTMENT:	TNR	BIDS EXPIRE:	11/6/2008	HUBS SOLICITED:	N/A
CONTACT/NO.:	07K00381LP			HUBS RECEIVED:	3

Bidders Name	Bortex	JC Evans	Future Telecom	Rockin Q	Austin Underground	Job Site	Capital Excavation
BASE BID	\$762,151.25	\$789,901.10	\$828,123.00	\$872,350.30	\$914,303.50	\$921,609.83	\$930,001.05
Addendum	X	X	X	X	X	X	X
Bid Bond	X	X	X	X	X	X	X
Ethics	X	X	X	X	X	X	X
Cert. Sec.	X	X	X	X	X	X	X
Safety	X	X	X	X	X	X	X
HUB	NO	NO	NO	YES	YES	NO	NO
Sub HUB %	0%	5%	31%	0%	13%	0%	11%
Copies supplied	1	2	3	0	0	0	0

Bidders Name	Austin Engineering	CC Carlton	Smith Contracting	Rodman	Segura	Keystone
BASE BID	\$932,175.90	\$981,062.80	\$1,015,442.40	\$1,016,481.11	\$1,025,491.50	\$1,092,207.60
Addendum	X	X	X	X	X	X
Bid Bond	X	X	X	X	X	X
Ethics	X	X	X	X	X	X
Cert. Sec.	X	X	X	X	X	X
Safety	X	X	X	X	X	X
HUB	NO	NO	NO	NO	YES	NO
Sub HUB %	27%	13%	0%	17%	33%	21%
Copies supplied	0	0	0	3	0	2

Print Name	SIGNATURE	DATE
J. Lee Perry		8/7/2008

TRAVIS COUNTY
Purchase Requisition

Number : 0000388655
 Type : 1 PURCHASE REQUISITION
 Status : AUDITOR APPROVAL
 Reason : ENCUMBER \$\$\$ PENDING AWARD ATTN: M. BRICE
 By : DONNA WILLIAMS 854-7677
 Date : 9/22/06
 Vendor : 70934 BORETEX LLC
 Contract nbr :
 Ship to : Z1 TNR ADMIN - 11TH FLR
 Deliver by date : 8/12/08
 Buyer :
 Fiscal year code . . . : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

5=Display 8=Item extended description

Opt Line#	Quantity	UOM	Description
1	765718.09	DOL	CONSTRUCTION SERVICES FOR SE PARK WATERLINE PROJECT
2	40300.96	DOL	RETAINAGE

Total: 806019.05
F9=Print

COMMENTS EXIST

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

Fiscal Year 2008

Account Balance Inquiry

Account number : 454-4945-758.81-20
Fund : 454 CERT OF OBLIG 2000
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 45 PARK SERVICES
Activity basic : 75 CHARGES FOR SERVICES
Sub activity : 8 CO'S SERIES 2000
Element : 81 CAPITAL OUTLAY
Object : 20 PURCH SVCS PARK IMPRVMT

Original budget : 0
Revised budget : 112,619 10/01/2007
Actual expenditures - current : .00
Actual expenditures - ytd : 3,280.00-
Unposted expenditures : .00
Encumbered amount : 24,138.16
Unposted encumbrances : .00
Pre-encumbrance amount : 91,579.00
Total expenditures & encumbrances: 112,437.16 99.8%
Unencumbered balance : 181.84 0.2

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

Account Balance Inquiry

Account number : 463-4945-809.81-20
Fund : 463 L/T CERT. OF OBLIG 2003
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 45 PARK SERVICES
Activity basic : 80 CAPITAL PROJECTS
Sub activity : 9 COMM&ECON DEV (PKS & REC)
Element : 81 CAPITAL OUTLAY
Object : 20 PURCHD SERV-PARK IMPRVMT

Original budget : 0
Revised budget : 698,997 06/13/2008
Actual expenditures - current : .00
Actual expenditures - ytd : 54,183.00
Unposted expenditures : .00
Encumbered amount : 164.65
Unposted encumbrances : .00
Pre-encumbrance amount : 564,339.05
Total expenditures & encumbrances: : 618,686.70 88.5%
Unencumbered balance : 80,310.30 11.5

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

Account Balance Inquiry

Account number . . . : 458-4945-809.81-20
Fund : 458 L/T CERT. OF OBLIG. 2001A
Department : 49 TNR (TRANS NATRL RESRC)
Division : 45 PARK SERVICES
Activity basic : 80 CAPITAL PROJECTS
Sub activity : 9 COMM&ECON DEV (PKS & REC)
Element : 81 CAPITAL OUTLAY
Object : 20 PURCHD SERV-PARK IMPRVMNT

Original budget : 0
Revised budget : 150,144 10/01/2007
Actual expenditures - current : .00
Actual expenditures - ytd : .00
Unposted expenditures : .00
Encumbered amount : 41.84
Unposted encumbrances : .00
Pre-encumbrance amount : 150,101.00
Total expenditures & encumbrances: 150,142.84 100.0%
Unencumbered balance : 1.16 0.0

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



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

#11

Approved by: _____

Ronnie Floyd 8-29-08

Voting Session: Tuesday, September 2, 2008

REVISED SECOND PAGE

REQUESTED ACTION: APPROVE MODIFICATION NO. 4 TO CONTRACT NO. 07T00270RG, INFORMATION MANAGEMENT SOLUTIONS, FOR PRINTING AND MAILING SERVICES. (RECORDS MANAGEMENT)

Points of Contact:

Purchasing: Rosalinda Garcia, 854-9700

Department: Records Management, Steven Broberg, Tom Ashburn, 854-9575

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spartaro And Jose Palacios

Other: Alicia Perez, Executive Manager, Dusty Knight

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes. This contract provides printing and mailing services for Records Management.
- Modification No. 4 will add the processing of property tax cards for the Tax Office in the estimated amount of \$15,170.00.
- Modification No. 3, approved by Purchasing Agent on April 2, 2008, extended the contract for an additional twelve (12) months through June 13, 2009.
- Modification No. 2, approved by Purchasing Agent on October 31, 2007, added processing of dismissal for want of prosecution notices for an amount of \$642.00.
- Modification No. 1, approved by Purchasing Agent on August 30, 2007, added processing of District Clerk cost statements for an amount of \$6,420.00.
- **Contract Expenditures:** Within the last 11 months \$39,844.57 has been spent against this contract.

Not applicable

08 AUG 29 PM 3:12

RECEIVED
COUNTY JUDGE'S OFFICE

➤ **Contract Modification Information:**

Modification Amount: Estimated Requirements, as needed basis

➤ **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s): 00108305196099 **REVISED ACCOUNT NUMBER**

Comments:

Statutory Verification of Funding:

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

TRAVIS COUNTY

Fiscal Year 2008

Account Balance Inquiry

Account number :	1-0830-518.60-99
Fund :	001 GENERAL FUND
Department :	08 TAX COLLECTOR
Division :	30 REVENUE MANAGEMENT
Activity basic :	51 GENERAL GOVERNMENT
Sub activity :	8 TAX COLLECTOR
Element :	60 OTHER PURCHASED SERVICES
Object :	99 OTHER PURCHASED SERVICES

Original budget :	8,300	
Revised budget :	11,871	07/08/2008
Actual expenditures - current . . . :	410.00	
Actual expenditures - ytd :	8,701.70	
Unposted expenditures :	.00	
Encumbered amount :	80.10	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	.00	
Total expenditures & encumbrances:	9,191.80	77.4%
Unencumbered balance :	2,679.20	22.6

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

From: Lisa FAZ
To: Garcia, Rose
Date: 8/22/2008 9:30 AM
Subject: Re: Amendment to the IMS Contract - 07T00270RG, Printing and Mailing Services

per Kitten, We wish to amend the above contract for the processing of property tax cards please use this account:
001-0830-518-3001

if you need anything else feel free to contact
lisa faz

TRAVIS COUNTY

8/22/08

Fiscal Year 2008

Account Balance Inquiry

10:54:33

Account number : 1-0830-518.30-01
Fund : 001 GENERAL FUND
Department : 08 TAX COLLECTOR
Division : 30 REVENUE MANAGEMENT
Activity basic : 51 GENERAL GOVERNMENT
Sub activity : 8 TAX COLLECTOR
Element : 30 OPER SUPPLIES, RP&E, NC
Object : 01 OFFICE EQUIP, FURN, & SUPP

Original budget : 41,366
Revised budget : 32,178 08/13/2008
Actual expenditures - current : 54.34
Actual expenditures - ytd : 16,097.49
Unposted expenditures : .00
Encumbered amount : 2,697.68
Unposted encumbrances : .00
Pre-encumbrance amount : .00
Total expenditures & encumbrances: - 18,849.51 58.6%
Unencumbered balance : 13,328.49 41.4

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

Printing and Mailing Services

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Rosalinda Garcia TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: July 31, 2008
ISSUED TO: Information Management Solutions Attn: T. Kelly Dowe 2422 Freedom San Antonio, Texas 78217	MODIFICATION NO.: 0004	EXECUTED DATE OF ORIGINAL CONTRACT: July 10, 2007
ORIGINAL CONTRACT TERM DATES: <u>July 14, 2007 to July 15, 2008</u>		CURRENT CONTRACT TERM DATES: <u>July 14, 2007 to July 15, 2009</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$ N/A 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.

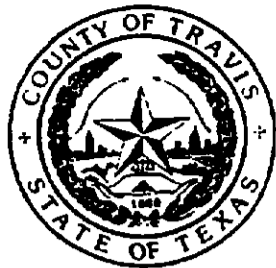
This contract is hereby modified to add the services described below:

Item No.	Description	Est. Qty	Unit	Unit Price	Total Amount
1.	Processing of Property Tax Cards: laser print all on one side in black laser toner the static form data and variable computer generated data on 8.5" x 11", 90# white card stock (1/0). The cards would be printed 4 up and cut to a final size of 4.25" x 5.5".	370,000	EA	\$ <u>0.041</u>	\$ <u>15,170.⁰⁰</u>

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>INFORMATION MANAGEMENT SOLUTIONS</u>	<input type="checkbox"/> DBA
BY: <u>K.H. Minten</u> SIGNATURE	<input type="checkbox"/> CORPORATION
BY: <u>K.H. Minten</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>President</u> ITS DULY AUTHORIZED AGENT	DATE:
TRAVIS COUNTY, TEXAS	DATE: <u>8/25/08</u>
BY: <u>Cyd V. Grimes</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	
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

12

Approved by: _____

Cyd V. Grimes 8/26/08 AB

Voting Session: Tuesday, September 2, 2008

REQUESTED ACTION: APPROVE TWELVE MONTH EXTENSION (MODIFICATION NO. 1) TO INTERLOCAL AGREEMENT NO. IL080013RE, WITH TEXAS DEPARTMENT OF ASSISTIVE AND REHABILITATIVE SERVICES FOR DEAF INTERPRETER SERVICES (HHS & VS).

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 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.
- Through this contract, Travis County Services for the Deaf and Hard of Hearing provides interpreter services for individuals who are attending either a 12-step program due to addiction or a defensive driving class. Services are also provided to individuals who are deaf or hard of hearing as provider of last resort. For the FY 2009 agreement term, \$7,000 will be generated in revenue.
- This Modification No. 1 renews the agreement for an additional twelve month period from September 1, 2008 through August 31, 2009.
- Since the Texas Department of Assistive and Rehabilitative Services drafted this agreement, it is requested that Travis County sign the document first.
- **Contract Expenditures: NA**
- **Contract-Related Information:**
 - Award Amount: \$10,000- Revenue Generating
 - Contract Type: Professional Services
 - Contract Period: September 1, 2007 – August 31, 2008

➤ **Contract Modification Information:**

Modification Amount: \$7,000-Revenue Generating

Modification Type: Bilateral

Modification Period: September 1, 2008-August 31, 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.: NA- Revenue Generating

➤ Funding Account(s): NA

Comments:

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified ___Not Verified X by Auditor.



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

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

DATE: August 17, 2008
TO: Members of the Commissioners Court
FROM: *Sherri E. Fleming*
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service
SUBJECT: Texas Dept. of Assistive and Rehabilitative Services contract
amendment

Proposed Motion:

Consider and take appropriate action to approve an amendment extending the Last Resort Services contract with the Texas Dept. of Assistive and Rehabilitative Services through 8/31/09.

Summary and Staff Recommendations:

Under this contract, Travis County Services for the Deaf and Hard of Hearing (TCSDHH) provides interpreting for deaf individuals in two priority populations:

Priority 1 – individuals who are deaf or hard of hearing attending either a 12-step program due to addiction or a defensive driving class; and

Priority 2 – provision of interpreter services to individuals who are deaf or hard of hearing as provider of last resort.

TCHHSVS staff recommends approving this amendment.

Budgetary and Fiscal Impact:

TCSDHH estimates this contract will provide \$7,000 in revenue during FY'09. The money will go into revenue line item 001-5861-337-3013. The contract number is IL080013RE.

Issues and Opportunities:

This contract continues a stable funding relationship between Travis County and the Department of Assistive and Rehabilitative Services.

Background:

TCSDHH has been providing this service to the state for almost thirty years.

Cc: Deborah Britton, Division Director, Community Services, TCHHSVS
Stacy Landry, Program Manager, TCSDHH
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

MODIFICATION OF CONTRACT NUMBER: IL080013RE-Last Resort Services

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

PURCHASING AGENT ASST: **Rebecca Gardner**
TEL. NO: (512) 854-9700
FAX NO: (512) 854-9185

DATE PREPARED:
August 22, 2008

ISSUED TO:
Texas Department of Assistive
And Rehabilitative Services
4800 N. Lamar Blvd.
Austin, Texas 78756

MODIFICATION NO.:
1

EXECUTED DATE OF ORIGINAL
CONTRACT:
October 9, 2007

ORIGINAL CONTRACT TERM DATES: September 1, 2007-August 31, 2008

CURRENT CONTRACT TERM DATES: September 1, 2008-August 31, 2009

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: Revenue Generating

Current Modified Amount: Revenue Generating

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

Upon execution of this modification, the contract is modified as provided below.
The attached amendment will provide the following:

Agreement is renewed for an additional twelve month period from September 1, 2008 through August 31, 2009.

See attached amendment for additional information.

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: _____

- DBA
- CORPORATION
- OTHER

BY: _____
SIGNATURE

BY: _____
PRINT NAME

DATE: _____

TITLE: _____
ITS DULY AUTHORIZED AGENT

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

DATE:
8/25/08

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

DATE: _____

Amendment No. 1 of Contract
Between
Department of Assistive and Rehabilitative Services
and
Travis County through Travis County Services
for the Deaf and Hard of Hearing

17460001922008
Payee ID Number

5382000705
Contract Number

It is mutually understood and agreed by and between the undersigned parties of the above numbered Contract to amend the said contract as follows:

Amend Contract Term to read:

This amendment is effective on the signature of both parties through August 31, 2009. This contract is effective through August 31, 2009.

This contract may be renewed upon mutual agreement under the same terms and conditions for two (2) additional-one (1) year renewal periods

Replace "Invoices shall be submitted to the DHHS, PO Box 12904, Austin, Texas 78711." from paragraph VIII. Payment Rates/Invoicing, A. with the following provision:

Program and financial information must be submitted to DHHS by the 10th of the following month for each month of the contract period and must contain the established reporting information. Program and financial information must be reported using the online DHHS Contract Reporting application. Contractor must have internet access (link, user identification and password will be provided to contractor).

Replace paragraph IX., Contractor Responsibilities, Priority 2. B., with the following provision:

Funds must be requested in advance and receive approval of funds by DHHS before providing services. Funds requested in less than 1 month in advance are not guaranteed to be approved prior to service need.

Add the following provision as paragraph IX. Contractor Responsibilities, DHHS hereby agrees to, C.

contact the Contractor and provide notice of upcoming changes to be published on the website at least 35 days in advance of the effective date of any change.
(Revisions to the Interpreting Rate Schedule are typically made at the beginning of each fiscal year.)

All other terms and conditions not hereby amended are to remain in full force and effect.

The terms of this amendment are accepted by the parties of the contract. Persons signing the amendment are authorized to obligate the parties to the terms of the contract.

**Texas Department of Assistive and
Rehabilitative Services**

**Travis County through Travis
County Services for the Deaf
and Hard of Hearing (LRCS)**

David W. Myers
Director, DHHS

Date: _____

BY: _____
Samuel T. Biscoe
Travis County Judge

Date: _____



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

13

Approved by: _____

Cyd V. Grimes 8/25/08 MB

Voting Session: Tuesday, September 2, 2008

REQUESTED ACTION: APPROVE TWELVE MONTH EXTENSION (MODIFICATION NO. 2) TO INTERLOCAL AGREEMENT NO. IL080012RE, WITH TEXAS DEPARTMENT OF ASSISTIVE AND REHABILITATIVE SERVICES FOR DEAF INTERPRETER SERVICES (HHS & VS).

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 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.
- Through this contract, Travis County Services for the Deaf and Hard of Hearing provides interpreter services for clients of state agencies including: Texas Workforce Commission, Texas Department of Criminal Justice, Attorney General, and the Texas Department of State Health Services. For the FY 2009 agreement term, \$23,000 in revenue will be generated from these services.
- This Modification No. 2 renews the agreement for an additional twelve month period from September 1, 2008 through August 31, 2009.
- Modification No. 1 added language to Section VII 2.2 and VII 2.3 in regards to completing the Request for Interpreter Services Form.
- Since the Texas Department of Assistive and Rehabilitative Services drafted this agreement, it is requested that Travis County sign the document first.
- **Contract Expenditures: NA**

➤ **Contract-Related Information:**

Award Amount: \$10,000- Revenue Generating
Contract Type: Professional Services
Contract Period: September 1, 2007 – August 31, 2008

➤ **Contract Modification Information:**

Modification Amount: \$23,000-Revenue Generating
Modification Type: Bilateral
Modification Period: September 1, 2008-August 31, 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.: NA- Revenue Generating
- Funding Account(s): NA
- Comments:

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified ___Not Verified X by Auditor.



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

RECEIVED
TRAVIS COUNTY
2008 AUG 25 PM 2:18
PURCHASING
OFFICE

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

DATE: August 17, 2008
TO: Members of the Commissioners Court
FROM: *Sherri E. Fleming*
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service
SUBJECT: Texas Dept. of Assistive and Rehabilitative Services contract amendment

Proposed Motion:

Consider and take appropriate action to approve an amendment extending the Communication Services for State Agencies contract with the Texas Dept. of Assistive and Rehabilitative Services though 8/31/09.

Summary and Staff Recommendations:

Under this contract, Travis County Services for the Deaf and Hard of Hearing (TCSDHH) provides interpreter services for clients served by the following state agencies: Texas Workforce Commission, Texas Department of Criminal Justice, Attorney General, and the Texas Dept. of State Health Services.

TCHHSVS staff recommends approving this amendment.

Budgetary and Fiscal Impact:

TCSDHH estimates this contract will provide \$23,000 in revenue during FY'09. The money will go into revenue line item 001-5861-337-3013. The contract number is IL080012RE.

Issues and Opportunities:

This contract continues a stable funding relationship between Travis County and the Department of Assistive and Rehabilitative Services.

Background:

This contract has been in place for several years.

Cc: Deborah Britton, Division Director, Community Services, TCHHSVS
Stacy Landry, Program Manager, TCSDHH
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

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Rebecca Gardner TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: August 22, 2008
ISSUED TO: Texas Department of Assistive And Rehabilitative Services 4800 N. Lamar Blvd. Austin, Texas 78756	MODIFICATION NO.: 2	EXECUTED DATE OF ORIGINAL CONTRACT: October 9, 2007
ORIGINAL CONTRACT TERM DATES: <u>September 1, 2007-August 31, 2008</u>		CURRENT CONTRACT TERM DATES: <u>September 1, 2008-August 31, 2009</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY:
 Original Contract Amount: Revenue Generating Current Modified Amount: Revenue Generating

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

Upon execution of this modification, the contract is modified as provided below.
 The attached amendment will provide the following:

Agreement is renewed for an additional twelve month period from September 1, 2008 through August 31, 2009.

See attached amendment for additional information.

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

LEGAL BUSINESS NAME: _____	<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>8/25/08</u>
---	-------------------------

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

Amendment No. 1 of Contract
Between
Department of Assistive and Rehabilitative Services
and
Travis County through Travis County
Services for the Deaf and Hard of Hearing

17460001922008
Payee ID Number

5382000698
Contract Number

It is mutually understood and agreed by and between the undersigned parties of the above numbered Contract to amend the said contract as follows:

Amend Contract Term to read:

This amendment is effective on the signature of both parties through August 31, 2009. This contract is effective through August 31, 2009.

This contract may be renewed upon mutual agreement under the same terms and conditions for two (2) additional-one (1) year renewal periods

Add the following provision as paragraph VIII. Payment Rates, B. 3.

contact the Contractor and provide notice of upcoming changes to be published on the website at least 35 days in advance of the effective date of any change.
(Revisions to the Interpreting Rate Schedule are typically made at the beginning of each fiscal year.)

Add the following provision as paragraph VIII. Payment Rates, C.

Program and financial information must be submitted to DHHS by the 10th of the following month for each month of the contract period and must contain the established reporting information.

Add the following provision as paragraph IX., Contractor Obligations, D.

Funds must be requested in advance and receive approval of funds by DHHS before providing services. Funds requested in less than 1 month in advance are not guaranteed to be approved prior to service need.

All other terms and conditions not hereby amended are to remain in full force and effect.

The terms of this amendment are accepted by the parties of the contract. Persons signing the amendment are authorized to obligate the parties to the terms of the contract.

**Texas Department of Assistive and
Rehabilitative Services**

**Travis County through
Travis County Services for the
Deaf and Hard of Hearing (CSSA)**

David W. Myers
Director, DHHS

BY: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

Date: _____



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

14

Cyd V. Grimes 8/25/08

Approved by: _____

Voting Session: Tuesday, September 2, 2008

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR PROFESSIONAL ENGINEERING SERVICES, SIDEWALK CONSULTANT SERVICES, RFQ NO. Q080209-LP, TO THE HIGHEST QUALIFIED RESPONDENT, KLOTZ ASSOCIATES, INC. (TNR)

Points of Contact:

- Purchasing: Lee Perry
Department: (TNR), Joe Gieselman, Executive Manager; Steve Manilla, Public Works Director
County Attorney (when applicable): John Hille
County Planning and Budget Office: Leroy Nellis
County Auditor's Office: Susan Spataro, Jose Palacios
Other:

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COUNTY PURCHASING OFFICE
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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 above referenced project is for engineering consultant services for the Sidewalk Construction and Reconstruction project, at Wells Branch Parkway and Thermal Drive. The project consists of installing, repairing, or reconstructing sections of sidewalk, crosswalks, and ramps. The proposed design phase includes all work necessary for providing construction documents.

On June 5, 2008, five (5) proposals were received, in which TNR staff evaluated and rated the qualifications of each firm using a standard rating form, as developed by TNR. As a result, Klotz Associates, Inc. was deemed the highest qualified firm for completing the required work. On July 1, 2008, Commissioners Court approved County staff to begin negotiations of the contract with the highest qualified firm, Klotz Associates, Inc.

TNR requests, with Purchasing's concurrence, contract approval for \$113,300.00 with Klotz Associates, Inc., for this project.

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

[X] Not applicable

➤ **Contract-Related Information:**

Award Amount: \$113,300.00 (Not-to-Exceed)
Contract Type: Architect/Engineer
Contract Period: Through Contract completion

➤ **Contract Modification Information:**

Modification Amount: \$0.00 (Firm Amount) (Add'l. comments)
Modification Type: N/A
Modification Period: N/A

➤ **Solicitation-Related Information:**

Solicitations Sent: 70 Responses Received: 5
HUB Information: Vendor is not a HUB % HUB Subcontractor: 37.5%

➤ **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: Contract is being routed for signatures. Draft is attached.

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: 437887
- Funding Account(s): 485-4941-621-8165
- Comments:

➤ **Statutory Verification of Funding:**

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

ATTACHMENT 8

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TRAVIS COUNTY
AND

KLOTZ ASSOCIATES

FOR
ARCHITECTURAL/ENGINEERING SERVICES

FOR
SIDEWALK REPAIR/RECONSTRUCTION CONSULTANT SERVICES

TRAVIS COUNTY PRECINCT 2

CONTRACT NO. 08AE0209LP

PROFESSIONAL SERVICES AGREEMENT (PSA)

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PROFESSIONAL SERVICES AGREEMENT (PSA)

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Agreement is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas, (the "COUNTY") and KLOTZ ASSOCIATES, INC. (the "CONSULTANT") (this "Agreement").

WHEREAS, the COUNTY desires to obtain professional architectural/engineering services for the **SIDEWALK REPAIR/RECONSTRUCTION CONSULTANT SERVICES**, in Precinct 2 (the "Project"); and

WHEREAS, the ARCHITECT/ENGINEER/LANDSCAPE ARCHITECT has the professional ability and expertise to fulfill the requirements of the Project, and to counsel the COUNTY in the selection and analysis of cost-effective alternatives;

WHEREAS, this Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the amount and sufficiency of which are acknowledged, the COUNTY and the CONSULTANT agree as follows:

**SECTION 1
EMPLOYMENT OF THE CONSULTANT**

- 1.1 The COUNTY agrees to contract with the CONSULTANT as an independent contractor and the CONSULTANT agrees to perform professional architectural/engineering design services as described herein. As a condition to this contractual obligation, it is specifically agreed that any disputes arising hereunder shall be submitted to the Executive Manager of Travis County Transportation and Natural Resources (the "EXECUTIVE MANAGER"). Disputes pertaining to non-technical matters shall be handled in accordance with Paragraph 11.9 of this Agreement. The EXECUTIVE MANAGER shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Travis County Commissioners Court (the "Commissioners Court") shall be final and binding.
- 1.2 The COUNTY shall provide the CONSULTANT convenient access to all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to the Project. The CONSULTANT shall make copies of needed information and promptly return all originals. Cost of such copies will be a reimbursable expense. The CONSULTANT's copies of the foregoing material shall be returned to the COUNTY upon completion of the Project, if the EXECUTIVE MANAGER so instructs the CONSULTANT.
- 1.3 The COUNTY cannot guarantee the accuracy of all information which it provides to the CONSULTANT. The CONSULTANT may rely on professional sealed documents to the extent that the original professional would have been held liable for the information contained therein, in accordance with industry standard practice. Information provided in record or as-built documents that is critical to the current design work should be field verified by the CONSULTANT in accordance with his professional judgment. The CONSULTANT may rely on other project information provided by the COUNTY, such as program data or design criteria, in accordance with industry standards, except as

otherwise modified herein.

- 1.4 If the EXECUTIVE MANAGER observes or otherwise becomes aware of any fault or defect in the Work Product, as defined herein, the EXECUTIVE MANAGER shall give prompt written notice thereof to the CONSULTANT. The CONSULTANT shall correct any such fault or defect at no cost to the COUNTY.

SECTION 2 BASIC SERVICES OF THE CONSULTANT

- 2.1 The CONSULTANT shall be responsible for the complete design and documentation of the work described herein, and shall prepare the Work Product, as defined herein, which shall be acceptable to the EXECUTIVE MANAGER. The CONSULTANT shall also serve as the COUNTY'S professional consultant in those phases of the Project to which this Agreement applies and shall consult with and give advice to the COUNTY during the performance of the Project.
- 2.2 The CONSULTANT shall perform the "Basic Services," which shall mean:
- 2.2.1 all elements of labor, materials and equipment required for the Project, which shall be rendered to the satisfaction of the EXECUTIVE MANAGER and the Commissioners Court and in accordance with the requirements, policies, and standard practices of Travis County;
 - 2.2.2 the detailed Scope of Services for the Project, set forth Appendix A, attached hereto and made a part hereof (the "Scope of Services");
 - 2.2.3 all requirements stated in the Qualifications Statement submitted by the CONSULTANT in response to that RFQ, attached hereto as Appendix B and made a part hereof;
 - 2.2.4 the Work Product, as defined herein, which the CONSULTANT shall submit to the COUNTY for review at regular intervals, as specified in the Project Schedule to be provided by the CONSULTANT, attached hereto as Exhibit 3 and made a part hereof.
- 2.3 The CONSULTANT shall use all applicable codes in performing the Basic Services for the Project. The standards, codes, specifications, or other technical, design or professional requirements applying to this project shall be the latest edition in effect on the date on which this PSA is executed, unless the CONSULTANT and the COUNTY expressly agree otherwise. The applicable codes for this project include but is not limited to:
- a. Uniform Building Code
 - b. National Fire Code
 - c. National Plumbing Code
 - d. National Mechanical Code
 - e. City of Austin Energy Guidelines/Codes, or applicable electric service provider's
 - a. Travis County Design Standards for Construction of Streets and Drainage in Subdivisions
 - b. AASHTO A Policy on Geometric Design of Highways and Streets
 - d. Texas Manual of Uniform Traffic Control Devices for Streets and Highways (current edition and revisions)
 - e. Texas Department of Transportation Construction Manual
 - f. City of Austin Drainage Criteria Manual (current version and updates)
 - g. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets and Bridges, 2004

- h. National Environmental Policy Act (NEPA)
- i. Architectural Barriers, Texas Department of Licensing and Regulation
- j. Americans with Disabilities Act (ADA) Regulations
- k. Army Corps of Engineers Regulations
- l. Edwards Aquifer Regulations
- m. Texas Commission on Environmental Quality applicable regulations

2.4 As part of the services, the CONSULTANT shall report any suspected hazardous materials in the areas of proposed construction to the County. Hazardous materials assessment and abatement work will be provided by the County under separate contract.

SECTION 3 CONSTRUCTION COST

- 3.1 The construction cost is the total cost to the COUNTY of all elements of the Project designed or specified by the CONSULTANT (the "Construction Cost").
- 3.2 The Construction Cost includes the cost at current market rates, including a reasonable allowance for overhead and profit, (i) of labor and materials and any equipment which has been designed, specified, selected, or specially provided for by the CONSULTANT and (ii) of permitting fees and other fees and charges required by the City of Austin or other governmental authorities. The Construction Cost does not include the compensation of the CONSULTANT and other consultants.
- 3.3 Detailed estimates of the Construction Cost prepared by the CONSULTANT represent the CONSULTANT'S best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the CONSULTANT nor the COUNTY has control over the cost of labor, materials, or equipment, over contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions.
- 3.4 The CONSULTANT may include contingencies for design, bidding, and price escalation to determine what materials, equipment, component systems, and types of construction are to be included in the Work Product (as defined in Section 7), and may include in the Work Product alternate bids to adjust the Construction Cost to the fixed limit.
- 3.5 If the Bidding Phase (as described in the Scope of Services) has not commenced within one (1) month after the CONSULTANT submits the Work Product for that phase to the COUNTY, any Project budget or fixed limit of Construction Cost will be adjusted by the CONSULTANT if directed by COUNTY as an additional service, if delay was not caused by the CONSULTANT, to reflect any change in the general level of prices in the construction industry between the date of submission of the Work Product and the date on which bids are sought.
- 3.6 If the Project budget or fixed limit of Construction Cost is exceeded by the lowest responsible bid, the COUNTY may:
- (1) give written approval of an increase in the Project budget or fixed limit,
 - (2) authorize rebidding of the Project within a reasonable time,
 - (3) if the Project is abandoned, terminate this Agreement, or
 - (4) revise the scope of the Project to reduce the Construction Cost.
- 3.7 If the COUNTY chooses to proceed under clause 3.6.4 above, the CONSULTANT, without additional compensation, shall modify the documents that the CONSULTANT is responsible for preparing under the Basic Services portion of this Professional Services Agreement, as necessary to comply with the

fixed limit.

- 3.8 The CONSULTANT shall estimate the total project budget, including reimbursables, contingency, permit fees and agency fees. The budget shall not include (1) hazardous material testing and removal if any is required or (ii) any costs for furniture, fixtures and equipment. As part of the services, the CONSULTANT shall report any suspected occurrence of hazardous materials in the areas of proposed remodeling to the County. Hazardous materials abatement work will be provided by the County under separate contract.

SECTION 4 COMPENSATION AND PAYMENT SCHEDULE

- 4.1 In consideration of the CONSULTANT's performance of the Basic Services, the CONSULTANT shall receive the Basic Services compensation described in Exhibit 1, attached hereto and made a part hereof. The Basic Services compensation shall be paid in accordance with the payment schedule set forth in Exhibit 1.
- 4.2 For the performance of services not specifically described in the Basic Services (the "Additional Services"), the CONSULTANT shall receive the Additional Services compensation described in Exhibit 1.
- 4.3 In the event of any dispute over the classification of the CONSULTANT's services as "Basic" or "Additional" services under this Agreement, the decision of the EXECUTIVE MANAGER shall be final and binding on the CONSULTANT.

SECTION 5 PERIOD OF SERVICE

- 5.1 The CONSULTANT shall perform the professional services described herein, whether "Basic" or "Additional" services, in accordance with the Project Schedule, attached hereto as Exhibit 3 and made a part hereof. Any such modification shall include an update to the Project.
- 5.2 This Agreement shall become effective on the Effective Date, as defined herein, and shall remain in full force and effect for the period required for the complete design of, construction contract award for, and construction of the Project, including warranty periods and any extensions of time as provided herein (the "Project Completion Date"), unless sooner terminated as provided for herein.
- 5.3 If the performance by CONSULTANT or the COUNTY of either party's obligations hereunder is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof. Upon the discovery of such an event, the party whose performance is affected under this section shall notify the other party, and a special meeting shall be called by the EXECUTIVE MANAGER to propose a program for a solution to the problem, and if necessary, to establish an estimated period of time of suspension or extension of the Project Completion Date. A written request for an extension of time, when properly documented and justified by the circumstances, may be granted by the EXECUTIVE MANAGER.

SECTION 6 COORDINATION WITH COUNTY

- 6.1 The EXECUTIVE MANAGER shall act on behalf of the COUNTY with respect to any and all services to be performed under this Agreement. The EXECUTIVE MANAGER shall have complete authority to interpret and define the COUNTY's policies and decisions with respect to the CONSULTANT's services. The EXECUTIVE MANAGER may designate representatives to transmit instructions and receive information.
- 6.2 The CONSULTANT shall not commence work until the CONSULTANT has been thoroughly briefed on the scope of the Project by the EXECUTIVE MANAGER. The CONSULTANT shall not commence work on the Project until receipt of a written notice to proceed issued by the Travis County Purchasing Agent upon the recommendation of the EXECUTIVE MANAGER (the "Notice to Proceed"). The CONSULTANT shall not commence work on any phase of the Project, as such phases are described in the Scope of Services, until receipt of written authorization to proceed, which shall be issued by the EXECUTIVE MANAGER.
- 6.3 At the beginning of each phase and before written authorization to proceed with that phase is issued, the CONSULTANT shall submit to the EXECUTIVE MANAGER the Project Schedule, as updated and adjusted as required for each phase. In addition, the CONSULTANT shall make monthly progress reports with comparisons to the Project Schedule.
- 6.4 In addition to the CONSULTANT's obligations described in the Scope of Services pertaining to meetings, at intervals that shall not exceed thirty (30) days, the CONSULTANT shall arrange for and attend progress meetings with representatives of the COUNTY and, as applicable, any other governmental authority having jurisdiction over the Project to explain and receive feedback on the work-in-progress.
- 6.5 The CONSULTANT shall furnish all available data and reasonable assistance necessary to comply with established application, review, and approval processes for any permits, grants, or planning advances required for the Project. The CONSULTANT shall familiarize himself with and comply with established application, review, and approval processes as necessary to assure that reasonable compliance will cause no delay to the Project Schedule.
- 6.6 The CONSULTANT shall have the responsibility at all times under the terms of this Agreement for advising the COUNTY whether in the CONSULTANT's judgment it is feasible to proceed with the Project given any constraints affecting the Project.
- 6.7 The CONSULTANT shall cooperate and coordinate with the COUNTY's staff and other consultants and contractors as reasonable and necessary in performance of this Agreement and as required by the EXECUTIVE MANAGER.

SECTION 7 WORK PRODUCT

- 7.1 The term "Work Product" shall mean any reports, drawings, plans, specifications and any other documents created, obtained or assembled in connection with performance of this Agreement and with the services rendered in connection with the Project, including but not limited to any and all deliverables for each phase of the Project as described in the Scope of Services.
- 7.2 The Work Product shall be submitted by the CONSULTANT for each phase of the Project on or before the dates specified in the Project Schedule provided by the CONSULTANT. Upon receipt of the Work Product, the submission shall be checked for completion. A "Complete" submission shall mean that all items listed, referenced and otherwise described in this Agreement relating to that phase of the Project have been included.
- 7.3 If the submission is Complete, the COUNTY shall notify the CONSULTANT and the COUNTY's Technical Review Process, as defined herein, will begin. If the submission is incomplete, the COUNTY shall notify the CONSULTANT, who shall perform such professional services as are required to complete the Work Product for that phase and shall resubmit it to the COUNTY.
- 7.4 COUNTY's "Technical Review Process" shall mean County's review of the Complete Work Product for substantial compliance with the technical specifications and requirements included in the Basic Services. If necessary, the Complete Work Product shall be returned to the CONSULTANT, who shall perform any professional services required for such compliance and resubmit the Complete Work Product to the COUNTY.
- 7.5 The process described in paragraph 7.3 and 7.4 shall be repeated until the Work Product is accepted by County. "Acceptance" shall mean that in the EXECUTIVE MANAGER's opinion substantial compliance with the technical specifications and requirements has been achieved.
- 7.6 After Acceptance, the CONSULTANT shall perform any required modifications, corrections, redesigns, and additional work as requested by the COUNTY and any other governmental entities having jurisdiction over the Project and as necessary to receive final approval by the EXECUTIVE MANAGER. "Approval" shall mean formal written recognition that the Work Product for that phase is Complete and that compliance with the technical specifications and requirements has been fully achieved.
- 7.7 In the event of any dispute over the classification of the CONSULTANT's Work Product as "Complete", "Accepted", or "Approved" under this Agreement, the decision of the EXECUTIVE MANAGER shall be final and binding on the CONSULTANT.

SECTION 8 REVISION TO WORK PRODUCT

- 8.1 After Approval by County of the Work Product for each Project phase, the CONSULTANT shall, without additional compensation, perform any professional services required as a result of the CONSULTANT's development of the Work Product which are found to be in error or omission. In addition, if it is necessary to revise the Work Product in order to make the Project constructable, the CONSULTANT shall do so without additional compensation. However, after Approval by County, any revisions, additions, or other modifications made at the COUNTY's request for the convenience of County, which involve extra services and expenses to the CONSULTANT, shall entitle the CONSULTANT to additional compensation for such extra services and expenses and shall be paid as

Additional Services in accordance with Exhibits 1 and 2. Written authorization for Additional Services must be obtained in advance in accordance with Exhibit 1.

SECTION 9 REIMBURSABLE EXPENSES

- 9.1 “Reimbursable Expenses” shall mean expenses in addition to the compensation for Basic Services or Additional Services set forth in Exhibits 1 and 2, and shall include actual expenditures made by the CONSULTANT in the interest of the Project for the expenses listed below:
- 9.1.1 Expense of reproductions, plotting of drawings, and/or other documents for other than the in-house use of the CONSULTANT. Also allowable as reimbursables are postage, and delivery expenses, that are for the Work Product(s);
- 9.1.2 Expense of review and permitting fees as required by governmental authorities having jurisdiction over the Project; and
- 9.2 Unless this Agreement has been amended or modified as provided herein, at no time shall the payments made for each of the above-listed categories of Reimbursable Expenses exceed the amount shown in Exhibit 1.
- 9.3 Payment of Reimbursable Expenses shall be made monthly upon presentation of the CONSULTANT’s statement of services rendered or expenses incurred. Receipts for all reimbursable expenses shall be submitted with each invoice. The COUNTY does not reimburse for sales taxes paid by the CONSULTANT. The CONSULTANT may obtain a Tax Exempt Certificate from the Travis County Purchasing Office.

SECTION 10 SUSPENSION AND TERMINATION OF AGREEMENT

- 10.1 **SUSPENSION.** The COUNTY may suspend performance of this Agreement at any time for any reason without terminating this Agreement by giving CONSULTANT written Notice of Suspension (a “Notice of Suspension”). The “Effective Date of Suspension” shall be the date on which CONSULTANT receives the Notice of Suspension, and this date shall begin the Suspension Period. Performance may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by the CONSULTANT of written notice of reinstatement from the COUNTY. Upon the Effective Date of Suspension, the CONSULTANT shall follow the procedures described below:
- 10.1.1 Upon receipt of a Notice of Suspension, the CONSULTANT shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the Effective Date of Suspension. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the Effective Date of Suspension, including but not limited to the Work Product, shall be prepared for possible delivery to the COUNTY upon COUNTY’s request.
- 10.1.2 During the Suspension Period, the CONSULTANT may submit the above-referenced statement to the COUNTY for payment of the approved services actually performed under this Agreement, less previous payments.
- 10.2 **TERMINATION FOR CONVENIENCE.** The COUNTY reserves the right to terminate this Agreement for reasons other than default by the CONSULTANT, including for any reason deemed by

Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order, by delivering to the CONSULTANT a written notice (a "Notice of Termination"), which shall take effect on the tenth day following receipt by the CONSULTANT ("Termination for Convenience"). Termination for Convenience shall not be made when termination is authorized under any other provisions of this Agreement and Termination for Convenience shall not be taken with the intention of awarding the same or similar contract requirements to another source.

- 10.2.1 Upon receipt of a Notice of Termination and prior to the effective date of termination, the CONSULTANT shall, unless the Notice of Termination otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination, the CONSULTANT shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.
- 10.2.2 Copies of all completed or partially completed designs, plans, specifications and other work product prepared under this Agreement prior to the effective date of termination shall be delivered to the COUNTY as a precondition to any final payment due under this Agreement.
- 10.2.3 Upon the above conditions being met, the COUNTY shall pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.2.4 Failure by the CONSULTANT to submit the required statement described in paragraph 10.2.1 and to comply with the above stated conditions shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.

- 10.3 TERMINATION FOR DEFAULT. Either party may terminate this Agreement for the failure of the other party to perform any provisions of this Agreement, through no fault of the terminating party ("Termination for Default") by delivering written notice of termination (a "Notice of Termination for Default") to the defaulting party. The Notice of Termination for Default shall take effect on the tenth day following receipt by the defaulting party. In the event of Termination for Default, the COUNTY and its officials, agents and representatives shall not be liable for loss of any profits.

Termination by CONSULTANT:

- 10.3.1 In the event the CONSULTANT exercises its right to terminate for default by the COUNTY, within thirty (30) days after receipt by the COUNTY of the CONSULTANT's Notice of Termination for Default, the CONSULTANT shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
- 10.3.2 Copies of all completed or partially completed designs, plans, specifications and other work product prepared under this Agreement prior to the effective date of termination shall be delivered to the COUNTY as a precondition to any final payment due under this Agreement.
- 10.3.3 Upon the above conditions being met, the COUNTY shall pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.3.4 Failure by the CONSULTANT to submit the required statement described in paragraph 10.3.1 and to comply with the above stated conditions shall constitute a waiver by the

CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.

Termination by COUNTY:

- 10.3.5 Upon receipt by the CONSULTANT of a Notice of Termination for Default and prior to the effective date of termination, the CONSULTANT shall, unless the Notice of Termination otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination for Default, the CONSULTANT shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.
- 10.3.6 Copies of all completed or partially completed designs, plans, specifications and other work product prepared under this Agreement prior to the effective date of termination shall be delivered to the COUNTY as a precondition to any final payment due under this Agreement.
- 10.3.7 Upon the above conditions being met, the COUNTY shall pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.3.8 Failure by the CONSULTANT to submit the required statement described in paragraph 10.3.5 and to comply with the above stated conditions shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.
- 10.4 Periods of time during which a Notice of Suspension is in effect or during which a submitted and Complete Work Product is in technical review, as described in Section VII herein, shall not be taken into account in computing the amount of liquidated damages. In the event that an Work Product received by the COUNTY is found to be incomplete, the period of time from the original submittal of the Work Product to the receipt of subsequent submittal necessary to produce a completed submittal shall be taken into account in computing the number of days and the amount of liquidated damages.
- 10.5 All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

SECTION 11 CONSULTANT'S RESPONSIBILITY AND LIABILITY

- 11.1 The CONSULTANT covenants to undertake no task in which a professional license or certificate is required unless CONSULTANT or someone under CONSULTANT's direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, the CONSULTANT shall inform the COUNTY of such event within five (5) working days.
- 11.2 The CONSULTANT shall be responsible for conformance with applicable federal and state laws, COUNTY permitting requirements, and city ordinances currently in effect.
- 11.3 Acceptance and Approval of the Work Product by the COUNTY shall not release the CONSULTANT of any responsibility or liability for the accuracy and competency of CONSULTANT's designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither Acceptance nor Approval by the COUNTY shall be an assumption of responsibility or liability by the COUNTY for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by the CONSULTANT.
- 11.4 Notwithstanding anything in this AGREEMENT to the contrary, the CONSULTANT shall perform all services and responsibilities required of the CONSULTANT under this Agreement using at least that standard of care which a reasonably prudent CONSULTANT in Travis County, Texas, would use in similar circumstances. The CONSULTANT shall perform the duties set forth in this Agreement in a professional manner and nothing in this Agreement shall be construed to relieve the CONSULTANT of this duty.
- 11.5 Any employee of the CONSULTANT, who in the opinion of the COUNTY is incompetent or whose conduct becomes detrimental to the work or coordination with the COUNTY, shall upon the COUNTY's request be immediately removed from association with the Project.
- 11.6 The CONSULTANT shall place his Texas Professional CONSULTANT's seal of endorsement on all documents and Architectural and/or Engineering data furnished to the COUNTY, as required by law.
- 11.7 CONSULTANT is an independent contractor under this Agreement. Neither CONSULTANT nor any officer, agent, servant or employee of CONSULTANT shall be classified as an employee or servant of COUNTY.
- 11.8 **INDEMNIFICATION.** THE CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AND ITS OFFICIALS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, SUITS, AND LIABILITY OF ANY KIND WHETHER MERITORIOUS OR NOT, INCLUDING WITHOUT LIMITATION ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING IN WHOLE OR IN PART FROM ANY NEGLIGENT ACT, NEGLIGENT ERROR OR NEGLIGENT OMISSION OF THE CONSULTANT OR ANY OF ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR SUBCONTRACTORS ON ACCOUNT OF, ARISING OR RESULTING FROM , DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF THIS AGREEMENT.

11.8.1 If any claim, or other action, that relates to the CONSULTANT's performance under this Agreement, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against the CONSULTANT, the CONSULTANT shall give written notice to County of the following information:

- (i) the existence of the claim, or other action, within ten (10) working days after being notified of it;
- (ii) the name and address of the person, firm, corporation, or other entity that made a claim, or that instituted any type of action or proceeding;
- (iii) the alleged basis of the claim, action or proceeding;
- (iv) the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
- (v) the name or names of any person against whom this claim is being made.

11.8.2 Except as otherwise directed, the CONSULTANT shall furnish to County copies of all pertinent

11.8.3 papers received by the CONSULTANT with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

11.9 DISPUTES AND APPEALS (APR '02): The Purchasing Agent acts as the County representative in the issuance and administration of this contract.

In case of a dispute, any document, notice, or correspondence not issued by or to the Purchasing Agent, or other authorized County person, is void unless otherwise stated in this contract. If the Consultant does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Consultant must submit a written notice to the Purchasing Agent, or other authorized County person, within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail.

SECTION 12 OWNERSHIP OF DOCUMENTS

12.1 1 The CONSULTANT shall furnish the County with Work Product as requested, whether or not they are complete at the end of the Project, or upon suspension or termination of this Agreement, as provided herein. The CONSULTANT shall have the right to retain copies of the Work Product for its records.

12.2 The Work Product, and any other documents, including estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by the CONSULTANT in performance of this Agreement, together with all intellectual property and proprietary rights in and to all such documents, shall upon creation become the sole and exclusive property of the COUNTY and upon completion of the Project shall be delivered to the COUNTY in an organized fashion with the CONSULTANT retaining a copy.

- 12.3 Any reuse by the CONSULTANT of any such documents described in paragraphs 12.1 and 12.2 without the specific and prior written consent of the COUNTY shall be at the CONSULTANT 's sole risk and without liability or legal exposure to the COUNTY. Should this Agreement be terminated prior to completion of the Project, the CONSULTANT shall not be liable for the COUNTY's use of partially completed designs, plans, or specifications on this Project or any other Project.
- 12.4 The CONSULTANT shall not be responsible for any use or any modifications to the documents described in paragraphs 12.1 and 12.2 performed by any other entity , without the specific written consent of the CONSULTANT.

SECTION 13 MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

- 13.1 The CONSULTANT agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the Project, together with documentation of evaluations and study results for a period of five years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- 13.2 The CONSULTANT further agrees that the COUNTY or its duly authorized representatives shall have access to any and all books, documents, papers and records of the CONSULTANT, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

SECTION 14 MISCELLANEOUS

- 14.1 VENUE. This Agreement is governed by and shall be construed in accordance with the laws of the United States of American and the State of Texas, and all obligations under this Agreement are performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.
- 14.2 SEVERABILITY. 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.
- 14.3 EQUAL OPPORTUNITY IN EMPLOYMENT. The CONSULTANT agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit 4, attached hereto and made a part hereof.
- 14.4 CERTIFICATE OF CONSULTANT. The CONSULTANT certifies that neither the CONSULTANT nor any members of the CONSULTANT's firm has:
- 14.4.1 Employed or retained for a commission, percentage, brokerage, contingency fee`, or other consideration, any firm or person (other than a bonafide employee working solely for the CONSULTANT) to solicit or secure the services provided by this Agreement.
- 14.4.2 Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person other than in connection with carrying out the services to be performed under this Agreement.

14.4.3 Paid or agreed to pay to any firm, organization, or person (other than bonafide employees working solely for the CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the services provided under this Agreement.

14.4.4 The CONSULTANT further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this Agreement and for those portions of the Project involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

14.5 BIDDING EXEMPTION. This Agreement is exempted from the bidding requirements of the COUNTY Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.

14.6 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 set forth in this section.

The address of the COUNTY for all purposes under this Agreement, unless such notice is specifically directed otherwise, shall be:

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

with copies to (registered or certified mail with return receipt is not required):

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

The address of the CONSULTANT for all purposes under this Agreement, unless such notice is specifically directed otherwise, shall be:

14.7 INSURANCE. The CONSULTANT agrees during the performance of the services under this Agreement to comply with the insurance requirements set forth in Exhibit 5, attached hereto and made a part hereof.

14.8 **FORFEITURE OF AGREEMENT.** The CONSULTANT shall forfeit all benefits of this Agreement and the COUNTY shall retain all performance by the CONSULTANT and recover all consideration, or the value of all consideration, paid to the CONSULTANT pursuant to this Agreement if:

- (i) The CONSULTANT was doing business at the time of submitting its Qualifications Statement or had done business during the 365-day period immediately prior to the date on which its Qualifications Statement was due with one or more Key Contracting Persons if the CONSULTANT has not disclosed the name of any such Key Contracting Person in its Qualifications Statement, which is expressly incorporated in this Agreement; or
- (ii) The CONSULTANT does business with a Key Contracting Person after the date on which the Qualifications Statement that resulted in this Agreement and prior to full performance of this Agreement and fails to disclose the name of that Key Contracting Person in writing to each member of the Commissioners Court and to the Travis County Clerk within 10 days after commencing business with that Key Contracting Person.

“Was doing business” and “does business” shall mean (a) paying or receiving any money or other valuable thing in exchange for personal services or for purchase or use of any property interest, either real or personal, either legal or equitable, or (b) loaning or receiving a loan of money, services, or goods or otherwise creating or having in existence any legal obligation or debt; but does not include (y) any payments, receipts, loans, or receipts of a loan which are less than \$250.00 per calendar year in the aggregate, or (z) any retail transaction for goods or services sold to a key person at a posted, published, or marked price available to the general public.

“Key Contracting Person” shall mean any person or business listed in Attachment 1 to Exhibit 6, attached hereto and made a part hereof.

14.9 **PURCHASE ORDER.** The CONSULTANT and its contractors, subcontractors and vendors shall provide goods and services using the purchase order method. A purchase order number will be assigned by the designated representative of the Travis County Purchasing Office. The CONSULTANT and its contractors, subcontractors and vendors shall reference the Agreement number and the purchase order number on all invoices to the Travis County Facilities Management Department. The terms and conditions contained elsewhere in this Agreement shall prevail over different or contrary terms in any purchase order. All invoices submitted by the CONSULTANT and its contractors, subcontractors and vendors shall reference the purchase order number on the invoice. The COUNTY will not pay invoices that are in excess of the amount authorized by the purchase order.

14.10 **PAYMENTS.** Payment shall be made by check or warrant by upon satisfactory delivery and acceptance of items and submission of invoice to the address below for orders placed by the Purchasing Agent, or as indicated on Purchase Orders placed by other authorized COUNTY offices and/or departments.

Travis County Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78767

As a minimum, a "Correct and Complete" invoice shall include: (i) Name, address, and telephone number of the CONSULTANT and similar information in the event payment is to be made to a different address, (ii) COUNTY Agreement, Purchase Order, or Delivery Order number, (iii) identification of items or service as outlined in the Agreement, (iv) quantity or quantities, applicable unit prices, total prices, and total amount, and (v) any additional payment information which may be called for by this Agreement.

- 14.11 INTEREST ON OVERDUE PAYMENTS. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.
- 14.12 PROPERTY TAXES. Notwithstanding anything to the contrary herein, if the CONSULTANT is delinquent in the payment of property taxes at the time of providing the services rendered under this Agreement, the CONSULTANT hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.
- 14.13 TAXPAYER IDENTIFICATION. The CONSULTANT shall provide the COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any funds are payable under this Agreement.
- 14.14 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONSULTANT and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONSULTANT may assign, sublet, or transfer their interest in or obligations under this Agreement without the written consent of the other party hereto. IT IS EXPRESSLY ACKNOWLEDGED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.
- 14.15 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM REQUIREMENTS.
- 14.15.1 In consideration of award of this Agreement to the CONSULTANT, the CONSULTANT agrees to maintain a subconsultant relationship with any HUB Subconsultants identified on the HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION Form which was provided with the CONSULTANT's Qualifications Statement. Identification of this relationship should be accomplished through completion of the NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HUBs Form, attached hereto as Exhibit 8 and made a part hereof. The NOI form should be signed by both the CONSULTANT and HUB Subconsultant, with a separate form submitted for each Subconsultant, and provided to the Purchasing Agent within five (5) working days after Notification of Contract Award.
- 14.15.2 During the performance of this Agreement, the CONSULTANT is requested to provide payment information on each HUB Subconsultant using the attached HUB SUBCONTRACTOR/SUBCONSULTANT PAYMENT REPORT Form, attached hereto as Exhibit 9 and made a part hereof. This form should be submitted with each invoice from which a HUB Subconsultant will be paid. For additional information, refer to the completion instructions on the form.

- 14.15.3 No changes or substitutions shall be made for the HUB Subconsultants unless such substitution is also a HUB. Any substitution or changes must have prior approval of the Travis County Purchasing Agent or HUB Coordinator. To request a change the HUB SUBCONTRACTOR/SUBCONSULTANT CHANGE Form, attached hereto as Exhibit 10 must be completed and submitted to the HUB Office. Should there not be a HUB firm available as a replacement, CONSULTANT may request an exemption from this requirement from the Purchasing Agent or HUB Coordinator.
- 14.15.4 Prime contractors must obtain pre-approval from the Travis County Purchasing Agent and/or the HUB Coordinator of all changes involving Certified HUB Subcontractors. Modifications to the HUB Subcontractor Participation Plan are permitted only after award of the bid and solely with the prior written approval of the Purchasing Office.
- 14.16 FUNDING OUT. The COUNTY shall make reasonable efforts within its power to obtain, maintain and properly request and appropriate funds from which the payments provided for in connection with this Agreement may be paid. Notwithstanding any provision to the contrary in this Agreement, in the event that either no funds or insufficient funds are appropriated for any payments due under this Agreement for the period covered by such budget or appropriation, this Agreement shall terminate without penalty to the COUNTY.
- 14.17 FUNDING. Funds for payment on this Agreement have been provided through the COUNTY budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Agreement is considered a recurring requirement and is included as a standard and routine expense of the COUNTY to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Agreement except for unanticipated needs or events which may prevent such payments against this Agreement. However, the COUNTY cannot guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. The Fiscal Year for the COUNTY extends from October 1st of each calendar year to September 30th of the next calendar year.
- 14.18 NON-WAIVER OF DEFAULT. No payment, act or omission by the COUNTY may constitute or be construed as a waiver of any breach or default of the CONSULTANT which then exists or may subsequently exist. All rights of the COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or title to the COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, except as expressly provided herein, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.
- 14.19 MEDIATION. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in the Tex. Civ. Prac. And Rem. Code, 154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in Tex. Civ. Prac. And Rem Code 154.073, unless both parties agree, in writing, to waive the confidentiality. All communications within the scope of the mediation must remain confidential as described in Tex. Civ. Prac. And Rem Code 154.073, unless both parties agree, in writing, to waive the confidentiality.
- 14.20 OFFICIALS NOT TO BENEFIT. If a member of the Commissioners Court belongs to a cooperative association, the COUNTY may purchase equipment or supplies from the association only if no

member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

14.21 CONSULTANT CERTIFICATIONS:

14.21.1 CONSULTANT certifies that CONSULTANT (i) is a duly qualified, capable and otherwise bondable business entity, (ii) is not in receivership and does not contemplate same, (iii) has not filed for bankruptcy, and is not currently delinquent with respect to payment of property taxes within Travis County, and (iv) is duly licensed in the State of Texas to perform the work described in this Agreement.

14.21.2 CONSULTANT further represents and warrants that (i) all applicable copyrights, patents and licenses which may exist on materials used in this Agreement have been adhered to and (ii) the COUNTY shall not be liable for any infringement of those rights and any rights granted to the COUNTY shall apply for the duration of this Agreement. CONSULTANT shall indemnify the COUNTY, its officers, agents and employees from all claims, losses, damages, causes of action and liability of every kind including expenses of litigation, and court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses of copyrights applicable to materials used in this Agreement.

14.22 CIVIL RIGHTS/ADA COMPLIANCE. The CONSULTANT shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] as if the CONSULTANT were an entity bound to comply with these laws. The CONSULTANT shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

14.23 GRATUITIES. The COUNTY may terminate this Agreement if it is found that gratuities of any kind, including entertainment, or gifts were offered or given by the CONSULTANT or any agent or representative of the CONSULTANT, to any County Official or employee with a view toward securing favorable treatment with respect to this Agreement. If this Agreement is terminated by the COUNTY pursuant to this provision, the COUNTY shall be entitled, in addition to any other rights and remedies, to recover from the CONSULTANT at least three times the cost incurred by CONSULTANT in providing the gratuities.

14.24 MONITORING. The COUNTY reserves the right to perform periodic on-site monitoring of the CONSULTANT's compliance with the terms of this Agreement and of the adequacy and timeliness of the CONSULTANT's performance under this Agreement. After each monitoring visit, the COUNTY shall provide the CONSULTANT with a written report of the monitor's findings. If the report notes deficiencies in the CONSULTANT's performances under the terms of this Agreement, it shall include requirements and deadlines for the correction of those deficiencies by the CONSULTANT. The CONSULTANT shall take action specified in the monitoring report prior to the deadlines specified.

14.25 INCORPORATION OF EXHIBITS AND ATTACHMENTS. All of the exhibits, attachments, and appendices referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

14.26 ENTIRE AGREEMENT. This Agreement represents the entire and integrated Agreement between the COUNTY and the CONSULTANT and supersedes all prior negotiations, representations, or

agreements, either oral or written.


14.27 TEXAS PUBLIC INFORMATION ACT. Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by County or any of its officials, employees, agents or representatives in connection with this Agreement shall be subject to the provisions of the Texas Public Information Act and all legal authorities relating thereto, including but not limited to opinions, decisions and letter rulings issued by the State Attorney's General Office.

14.28 ENTITY STATUS. By my signature below, I certify that the CONSULTANT is a Texas corporation, duly incorporated under Texas law and doing business in the State of Texas.

As a duly authorized representative of the CONSULTANT, I acknowledge by my signature below that I have read and understand the above paragraphs and that the CONSULTANT has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

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

THE CONSULTANT:

By: 
Printed Name: Scott Dukette

Title: Vice President
Authorized Representative

Date: 8/22/08

The Texas Board of Architectural Examiners, 333 Guadalupe St., Ste. 2-350, Austin, TX 78701, phone: (512) 305-9000, has jurisdiction over individuals licensed under the Architects Registration Law, Article 249a, Vernon's Texas Civil Statutes.

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

AVAILABILITY OF FUNDS CONFIRMED:

By: _____
Susan Spataro
Travis County Auditor

APPROVED AS TO FORM:

By: _____
Cyd V. Grimes, C.P.M.
Travis County Purchasing Agent

APPROVED AS TO FORM:

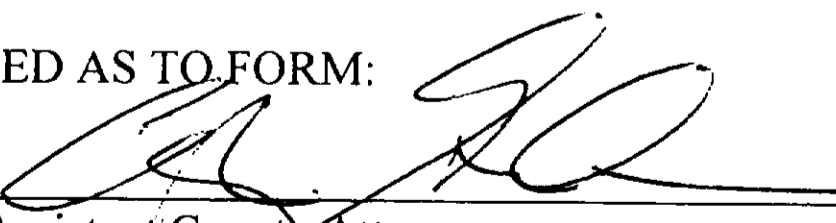
By: 
Assistant County Attorney

EXHIBIT 1
COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS

SECTION 1 – COMPENSATION FOR BASIC SERVICES

- 1.1 The fixed fee for the performance of the Basis Services shall be the sum of \$111,800.00
- 1.1.1 Unless this Agreement has been amended or modified as provided herein, the payments for the phases described below shall be:
- (i) Condition Survey: includes request one call, Data collection, Coordinate with RAS, Determine site work, Prepare location map, Prepare Condition Survey and report \$21,000.00
 - (ii) Design Phase: includes: Pre-Design Phase, Programming Phase, Schematic Design Phase, Design Development Phase, and Construction Contract Documents Phase \$40,500.00
 - (iii) Bidding Phase: includes Bidding Phase \$2,900.00
 - (iv) Construction Phase: includes Construction Contract Administration Phase and Documents and Drawings \$47,400.00
- FIXED FEE TOTAL: \$111,800.00

SECTION 2 - FIXED FEE

- 2.1 The CONSULTANT and the COUNTY acknowledge the fact that the fixed fee is the total cost of the Basic Services to be rendered under this Agreement. This fixed fee is based upon the labor and non-labor costs, set forth in Exhibit 2 and described above, required in the performance of the various phases of work provided for under this Agreement.
- 2.2 In the event of any dispute over the classification of the CONSULTANT's services as either "Basic" or "Additional" services, the decision of the EXECUTIVE MANAGER shall be final and binding on the CONSULTANT.

SECTION 3 – COMPENSATION FOR ADDITIONAL SERVICES

- 3.1 "Additional Services" are defined as any services performed by CONSULTANT not specifically described in the Basic Services (Section 2 of this Agreement).
- 3.2 For the performance of the Additional Services, the COUNTY shall pay the CONSULTANT under a written amendment to this Agreement; provided, however, that the performance of any Additional Services shall be authorized in advance in writing by the Travis County Purchasing Agent upon the recommendation of the EXECUTIVE MANAGER.
- 3.3 For the performance of the Additional Services, the COUNTY shall pay the CONSULTANT under a separate written agreement; provided, however, that the performance of any Additional services shall be authorized in advance in writing by the Travis County Purchasing Agent upon the recommendation of the EXECUTIVE MANAGER.

- 3.4 The basis of compensation for the services of principals and employees engaged in the performance of the Additional Services shall be the hourly rates set forth in Exhibit 2.
- 3.5 The CONSULTANT shall be compensated for the Additional Services; provided, however, that the CONSULTANT shall not be compensated for work made necessary by the CONSULTANT's errors or omissions.

SECTION 4 – REIMBURSABLE EXPENSES

- 4.1 The CONSULTANT may be reimbursed for the following items under the NOT TO EXCEED Reimbursable Fee:
- 4.1.1 Non-Labor expenses incurred in the CONSULTANT's performance of the Basic Services under this Agreement at invoice cost. Detailed requirements for Reimbursable Expenses are outlined in Section 9, Reimbursable Expenses.

NOT TO EXCEED REIMBURSABLE TOTAL: \$1,500.00

SECTION 5 –TOTAL AGREEMENT SUM

- 5.1 The Total Professional Services Agreement Sum, consisting of the Basic Services of \$111,800.00, plus the Not-to-Exceed Reimbursable Expenses (as listed in paragraph 4.1 above) of \$1,500.00, shall not exceed \$113,300.00.

SECTION 6 –SCHEDULE OF PAYMENTS

- 6.1 Payments shall be made on a monthly basis for work performed, as described in detail in the Scope of Services, within thirty (30) days of receipt of a Correct and Complete invoice, as defined in paragraph 14.10, by the Transportation and Natural Resources Department.

EXHIBIT 2
HOURLY RATES

<u>Labor Category</u>	<u>Hourly Rate</u>
Principals	\$230.00
Department Manager	\$220.00
Project Manager/Project Engineer	\$180.00
Associate Engineer/EIT	\$120.00
Project Coordinator	\$140.00
GIS Specialist	\$115.00
Senior Designer	\$120.00
Designer	\$110.00
Senior CADD Technician	\$100.00
CADD Technician	\$85.00
Clerical	\$65.00

EXHIBIT 3
PROJECT SCHEDULE

- A. The CONSULTANT shall provide a detailed schedule of services, including a list of tasks and accompanying Work Product, to be performed for each phase described in the Scope of Services (the "Project Schedule"). At the beginning of each phase, the EXECUTIVE MANAGER and the CONSULTANT shall update and adjust the details of the Project Schedule and accompanying Work Product as may be required for each phase. The Project Schedule shall allow sufficient time for the development of the Work Product in each phase to a level of quality and standard of completeness consistent with normal architectural or engineering practice, as well as to allow time for the COUNTY's Technical Review Process.
- A.1 The ARCHITECT shall provide and maintain sufficient Project staffing levels necessary to produce the work in a timely and efficient manner consistent with the Project Schedule.
- A.2 The Project Schedule shall be updated in the event that:
1. any COUNTY approval or decision is not made within the time frame set forth in the Project Schedule;
 2. the COUNTY makes a written request for a revision in the Work Product that is inconsistent with written approval or instructions previously given by the COUNTY and due to causes beyond the reasonable control of the CONSULTANT;
 3. a force majeure event has occurred; and
 4. the CONSULTANT has not performed in accordance with the latest Project Schedule.
- A.3 If the CONSULTANT falls behind the Project Schedule by two or more weeks, then the CONSULTANT shall present the EXECUTIVE MANAGER with a recovery plan, which sets forth the remedial actions to be taken by the CONSULTANT. At its sole option, the COUNTY may withhold all or part of any payment due to the CONSULTANT until the Project Schedule is recovered.
- B. This Agreement shall become effective upon the Effective Date and shall remain in full force and effect until the Project Completion Date, as defined herein.
- C. The CONSULTANT shall complete all design work described herein, and shall submit its Work Product for the Pre-Design Phase through the Bid Phase (as those phases are described in the Scope of Services), within **180 calendar days** from the date of receipt by the CONSULTANT of COUNTY's written Notice to Proceed.

Calculation of the 180 days referenced in paragraph C shall not include any time period during which the COUNTY maintains control of the Work Product or any other documents to be submitted under this Agreement, for purposes that include but are not limited to performing the Technical Review Process described in Section VII of this Agreement.

ATTACHMENT 1 TO EXHIBIT 3

PERFORMANCE SCHEDULE

Condition Survey	45 Calendar Days
Design	90 Calendar Days (not including County review times)
Bidding	45 Calendar Days
Construction	Determined by Contractor's Construction Schedule

EXHIBIT 4
EQUAL OPPORTUNITY IN EMPLOYMENT

- A. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The CONSULTANT will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the CONSULTANT'S obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONSULTANT will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provision of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor.
- E. The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the CONSULTANT'S non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The CONSULTANT will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the COUNTY or Federal Agency the CONSULTANT may request the COUNTY and United States to enter into such litigation to protect the interest of the United States.

EXHIBIT 5

INSURANCE REQUIREMENTS

During the life of this Agreement, the CONSULTANT agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate, including coverage on the same for independent subcontractor(s). TRAVIS COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate. CONSULTANT shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.

The CONSULTANT shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance has been approved by the COUNTY. The CONSULTANT shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained. Approval of the insurance by the COUNTY shall not relieve or decrease the liability of the CONSULTANT hereunder.

The required insurance must be written by a company approved to do business in the State of Texas at the time the policy is issued. The CONSULTANT shall furnish the COUNTY with a certification of coverage issued by the insurer. The insurance company shall be subject to the approval of the COUNTY. The CONSULTANT shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER THE COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

EXHIBIT 6

STATE OF TEXAS }
COUNTY OF TRAVIS }

ETHICS AFFIDAVIT

Date: _____
Name of Affiant: _____
Title of Affiant: _____
Business Name of CONSULTANT: _____
County of CONSULTANT: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by CONSULTANT to make this affidavit for CONSULTANT.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. CONSULTANT has received the list of Key Contracting Persons associated with this Agreement, which is attached to this affidavit as Attachment 1.
5. Affiant has personally read Attachment 1 to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Attachment 1 with whom CONSULTANT is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in Attachment 2 to this Affidavit.

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____ on _____, 20__.

Notary Public, State of _____

Typed or printed name of notary
My commission expires: _____

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
August 6, 2008

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe....	MHMR
Executive Assistant	Cheryl Brown	
Executive Assistant	Nicole Grant*	
Executive Assistant	Melissa Velásquez	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse).....	Annie Davis.....	Seton Hospital
Executive Assistant	Chris Fanuel	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse).....	Kurt Sauer	Daffer McDonald, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon*	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Gerald Daugherty	
Commissioner, Precinct 3 (Spouse).....	Charlyn Daugherty	Commemorative Brands, Inc.
Executive Assistant	Robert Moore	
Executive Assistant	Martin Zamzow	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
Special Assistant to Comm. Court	Christian Smith*	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Susan Spataro	
Executive Manager, Administrative	Alicia Perez	
Executive Manager, Budget & Planning..	Rodney Rhoades*	
Exec Manager, Emergency Services	Danny Hobby	
Exec Manager, Health/Human Services .	Sherri E. Fleming	
Executive Manager, TNR	Joseph Gieselman	
Exec Manager, Criminal Justice Planning	Roger Jeffries*	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Randy Leavitt	
Executive Assistant, Civil Division.....	Jim Collins	
Director, Transactions Division	John Hille	
Attorney, Transactions Division..	Tamara Armstrong	
Attorney, Transactions Division..	Daniel Bradford*	
Attorney, Transactions Division..	Mary Etta Gerhardt	
Attorney, Transactions Division..	Barbara Wilson	
Attorney, Transactions Division..	Jim Connolly	
Attorney, Transactions Division..	Tenley Aldredge	
Attorney, Transactions Division..	Julie Joe	
Attorney, Transactions Division..	Christopher Gilmore*	
Attorney, Transactions Division..	Stacy Wilson	
Attorney, Transactions Division..	Sarah Churchill*	
Purchasing Agent	Cyd Grimes, C.P.M.	
Assistant Purchasing Agent	Marvin Brice, CPPB	
Assistant Purchasing Agent	Bonnie Floyd, CPPO, CPPB, CTPM	

CURRENT - continued

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
Purchasing Agent Assistant IV	Diana Gonzalez	
Purchasing Agent Assistant IV	Lee Perry	
Purchasing Agent Assistant IV	Jason Walker	
Purchasing Agent Assistant IV	Richard Villareal	
Purchasing Agent Assistant IV	Oralia Jones, CPPB	
Purchasing Agent Assistant IV	Lori Clyde, CPPB	
Purchasing Agent Assistant IV	Scott Wilson*	
Purchasing Agent Assistant IV	Jorge Talavera, CPPB	
Purchasing Agent Assistant III	Vania Ramaekers, CPPB	
Purchasing Agent Assistant III	Michael Long, CPPB	
Purchasing Agent Assistant III	Rebecca Gardner	
Purchasing Agent Assistant III	Rosalinda Garcia	
Purchasing Agent Assistant III	Loren Breland	
Purchasing Agent Assistant II	Donald E. Rollack	
Purchasing Agent Assistant II	Nancy Barchus, CPPB	
HUB Coordinator	Sylvia Lopez	
HUB Specialist	Betty Chapa	
HUB Specialist	Jerome Guerrero	
Purchasing Business Analyst.....	Scott Worthington	
TNR	Steve Manilla	

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant IV	Vic Chanmugam, C.P.M.....	02/07/09
Executive Assistant	Dan Smith	02/15/09

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

ATTACHMENT 2 TO EXHIBIT 6
DISCLOSURE

CONSULTANT acknowledges that CONSULTANT is doing business or has done business during the 365 day period immediately prior to the date on which this Agreement is signed with the following Key Contracting Persons and warrants that these are the only such Key Contracting Persons:

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

EXHIBIT 7

HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS

(Insert RFQ Attachment 2 at Contract Award)

EXHIBIT 8
NOTICE OF INTENT (NOI)
TO SUBCONTRACT WITH
HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
(For use by Prime Contractors/Consultants to Identify HUB Subcontractors)

Please submit this form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Prime Contractors/Consultants are requested to complete this form and provide it to the Purchasing Agent Representative after contract award, but prior to beginning performance of the contract.

Contractor Name: _____ HUB: Yes No

Address: _____
Street City State Zip

Phone No.: (_____) _____ Fax No.: (_____) _____

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg. & Procurement Comm. City of Austin Tx. Unified Certification Pgm.

Address: _____
Street City State Zip

Phone No.: (_____) _____ Fax No.: (_____) _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative _____ Signature of Representative _____ Date _____

Printed Name of HUB Representative _____ Signature of Representative _____ Date _____

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.

PRE-APPROVAL FOR SUBCONTRACTOR SUBSTITUTIONS MUST BE OBTAINED FROM THE TRAVIS COUNTY PURCHASING AGENT REPRESENTATIVE. THE "HUB SUBCONTRACTOR/SUBCONSULTANT CHANGE FORM" MUST BE COMPLETED AND SUBMITTED TO THE HUB OFFICE, VIA FAX 512.854.9185.

EXHIBIT 9
TRAVIS COUNTY
HISTORICALLY UNDERUTILIZED BUSINESS (HUB) - SUBCONTRACTOR PAYMENT REPORT

PRIME CONTRACTOR/CONSULTANT NAME: _____ AMOUNT OF PRIME CONTRACT: _____
 PROJECT TITLE/No. : _____ AMOUNT OF ALL SUBCONTRACTS: _____
 TOTAL CONTRACT PERIOD: From: _____ To: _____ PAYMENTS REPORTED FOR THE MONTH OF: _____ 20____

A	B	C	D	E	F	G
Name of Sub-Contractor	Description of work	Original Sub-Contract Amount	Increase or Decrease (Modification)	Revised Sub-Contract Amount	Payment this Period	Cumulative Amount

Instructions for completing this form:

- SECTION A:** Name all HUB Subcontractors performing on this project.
 - SECTION B:** State the work being performed by the HUB Subcontractors.
 - SECTION C:** State the original HUB Subcontractor amount.
 - SECTION D:** State any increases or decrease, as a result of contract modifications or change orders, to the original HUB Subcontract (Section C) amount.
 - SECTION E:** State the amended HUB Subcontract amount, to the Initial HUB Subcontract amount, as a result of any increase and/or decrease (Section D) .
 - SECTION F:** State the amount paid to each HUB Subcontractor during this reporting period.
 - SECTION G:** State the total amount of payments made to-date (including amount from Section F) to the HUB Subcontractor.
- I certify that the information listed on this report is true and accurate to the best of my knowledge. I fully understand that intentionally falsifying information on this document may result in TERMINATION OF MY CONTRACT.**

 Printed Name of Contractor Representative Signature of Contractor Representative Date Report Number

PLEASE SUBMIT THIS FORM WITH YOUR MONTHLY INVOICES, PER THE TERMS OF YOUR CONTRACT.

EXHIBIT 10
HUB SUBCONTRACTOR/SUBCONSULTANT CHANGE FORM
(ADDITION, SUBSTITUTION, DELETION, REDUCTION, INCREASE)

CONTRACT #: _____	
CONTRACT DESCRIPTION: _____	
PRIME CONTRACTOR: _____	
REQUESTED BY: _____	CONTACT #: _____
DATE: _____	E-mail: _____

- *OBTAIN PRE-APPROVAL FROM THE TRAVIS COUNTY PURCHASING AGENT AND/OR THE HUB COORDINATOR OF ALL CHANGES INVOLVING CERTIFIED HUB SUBCONTRACTORS.*
- *IF BIDDER HAS DIFFICULTY IN LOCATING CERTIFIED HUB SUBCONTRACTORS CONTACT THE TRAVIS COUNTY HUB COORDINATOR AT (512) 845-4561 OR HUB SPECIALIST AT (512) 854-9914, FOR ASSISTANCE.*

Check reason: _____ Addition _____ Substitution _____ Deletion _____ Reduction _____
 _____ Increase

REASON FOR ACTION:

- _____ Unavailable after receipt of reasonable notice to proceed.
- _____ Failure of performance.
- _____ Financial capacity.
- _____ Refusal by the subcontractor to honor the bid of proposal price.
- _____ Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed upon.
- _____ Failure of the subcontractor to meet insurance, licensing, or bonding requirements.
- _____ The subs withdrawal of his bid or proposal.

_____ Please provide me with a HUB Subcontractor listing.
 _____ I have already selected a potential HUB Subcontractor for this project. (List below)

SUB TO BE REPLACED: _____

REPLACEMENT: _____

REPLACEMENT'S STATUS:

Certified: HUB _____ M/WBE _____ DBE _____ Non-HUB _____ Unknown _____

INCREASED/DECREASED AMOUNT: Original Amt. \$ _____ New Amt. \$ _____

OTHER COMMENTS:

FAX TO: 512.854.9185 ATTN: HUB OFFICE

REVIEWED BY HUB PROGRAM OFFICE: Initials: _____ **Date:** _____

APPENDIX A

Scope of Services

SIDEWALK REPAIR/RECONSTRUCTION KLOTZ ASSOCIATES INC.

The Project

The project includes determining sidewalk locations that need repair and/or do not meet ADA requirements along Wells Branch Parkway and Thermal Drive in Travis County (approximately 2 miles of roadway) and develop a plan to improve accessible routes. There are approximately 60 initial locations where repairs need to be made but more may arise based on the condition survey. The work shall consist of sidewalk reconstruction, relocation to fix grades and cross slopes, driveway repair and reconstruction, curb ramp replacement/improvements, as well as striping for cross walks. Klotz Associates, Inc will provide 50% and 100% submittals with 11x17 drawings, project manual, cost estimate, bid items and quantities and provide field assistance to the County and the selected construction contractor.

There are 4 work products that will be completed, as follows:

A. Work Product 1 – Condition Survey

1. Request “One-Call” marking of relevant locations, utility layout plans from utility providers believed to have facilities in the area. (It should be noted that “One Call” providers sometimes will not perform field markings for design activities).
2. Develop field data collection sheet format for use during condition survey and prepare photographic database.
3. Coordinate with RAS specialist and visit site locations. We anticipate that the condition survey will require 3 days in the field, with an additional 1 day of total time included for follow-up visits if needed.
4. Photograph each location where work is anticipated.
5. Determine corrective action at each site to achieve ADA/TDLR Compliance
6. Determine which sites, if any, will need a RPLS to complete an on the ground survey.
7. Determine if utility relocations or pot holing are likely to be needed, and prepare preliminary Utility Conflict List
8. Prepare a condition survey location map showing the work needed to be done, list of appropriate details needed, estimated quantities, an engineer’s opinion of probable cost and a general implementation schedule.
9. Prepare a brief report of the total project and summarize work to be done and costs.

B. Work Product 2 – Construction Documents

1. Submit 2 packages, 50% and 100%
 - a. 50 % submittal package
 - i. Draft project manual that will include the approved condition survey location maps prepared for Task A8, technical specifications, the project bid tab and 8-1/2” x 11” or 11” x 17” standard detail sheets.
 - ii. List of required permits
 - iii. Preliminary Opinion of Probable Cost, with basic assumptions used in reaching the total cost
 - iv. Ranking of sites in order of importance based on the severity of the condition of the sidewalk, taking into account cost of each site
 - v. Updated Schedule

- vi. Identification of areas where additional rights of way or easements are needed.
 - vii. Request for 50% plan review from utility providers identified during condition survey.
- b. 100 % submittal package
- i. Revised project manual as described in Task B (1)(a)(i) based upon review comments provided by Travis County in bid-ready format (Microsoft Word).
 - ii. Preliminary Opinion of Probable Cost and bid schedule in TNR format, with sources and quantity breakdown by location.
 - iii. List of secured permits and outstanding permits. List of permits needed by the contractor.
 - iv. Utility conflict list, utility relocation status, documentation from each utility company contacted and special instructions to the contractor for utilities, if any.
 - v. Recommended sequence of construction and updated schedule
 - vi. List of outstanding issues
 - vii. Request 100% plan review from utility providers identified during condition survey or 50% design.

It should be noted that intent of this project is to provide contract documents that give basic construction guidance to the construction contractor with sketch quality plan sheets to reduce plan preparation effort.

C. Work Product 3 – Bid Phase Services

1. Provide assistance with bid documents, respond to bidder questions, prepare addenda needed, tabulate and evaluate bids. It is anticipated that bid document reproduction and distribution will be performed separately by Travis County
2. Recommend a bid to be awarded.

D. Work Product 4 – Construction Administration Services

1. Coordination and pre construction services
 - a. Prepare a list of technical submittals the Contractor must provide to the County. This list shall be distributed at the pre-construction meeting.
 - b. Distribute the list of permits to be obtained by the Contractor at the pre-construction meeting.
 - c. Prepare recommendations for the project construction and material testing protocols.
 - d. Provide review comments on Contractors' pre-construction submittals
 - e. Provide and present a lesson (approximately 2 hours) on ADA requirements for sidewalk construction at the pre-construction meeting. A copy of the lesson shall be provided to TNR at least two weeks before the Pre-construction meeting. A summary of ADA requirements for sidewalk construction will be provided on laminated 8-1/2 x 11 sheets (up to 10 copies) for use by the County and Contractor in the field.
2. Administrative Tasks
 - a. Prepare draft agenda for pre-construction meeting.
 - b. Determine the project communication, reporting, submittal approval/rejection protocol, and documentation requirements.
 - c. Conduct weekly jobsite meetings. Determine the format for scheduling and conducting the meetings and recording construction meeting minutes.
 - d. Review and become knowledgeable of required County construction administration processes.
 - e. Record meeting minutes.
 - f. Maintain project construction records consisting of correspondence related to the construction of the project, including but not limited to:

- approved technical submittals and a technical submittal checklist;

- approved field orders and change orders;
 - contract specifications and drawings;
 - daily log;
 - job meeting minutes;
 - clarifications drawings;
 - daily progress reports;
 - processed pay requests.
- g. Field logs will be completed to document site visits, and will include a statement as to whether or not the Contractor is behind schedule or delaying the progress of the work and, if so, the steps the Contractor should take to get back on schedule. Copies of field logs shall be made available to the County upon request.
- h. Maintain complete files of Project-related documents in a secure local business office and provide access to the files upon request by the County.
- i. Upon the completion of each calendar month, furnish the County with a typed statement summarizing the status of the work. In the event the work is behind schedule, the statement shall also delineate what efforts the Contractor might take to get back on schedule. A copy of this statement shall also be delivered to the Contractor.
- j. After the Project has been completed, submit the Project files, along with the original daily logs, to the County.

3. Construction Phase Services

- a. Prior to construction at the various work locations, observe the work locations jointly with the Contractor to agree upon the work required and the need to modify the standard details or the site conditions so that ADA accessibility requirements are met.
- b. Process submittals, including receipt, review of, and appropriate action on shop drawings, samples, and other submittals. Engineer will provide recommendations for County approvals of "or equal" substitutions along with recommended cost adjustments, if requested by the Contractor and directed by the County. The cost to review complex proposed substitutions is not included in this scope of services at this time, but will be tracked and billed to the County separately to allow the County to recover such cost from the Contractor, if appropriate.
- c. For contract modifications required by the County to resolve design errors or omissions, the Consultant shall provide the following services:
- Provide recommendations to the County concerning potential changes and modifications to the project, which are encountered during construction.
 - Identify and investigate feasible alternatives, to the extent practical, and prepare necessary plans, details, etc. required to obtain firm cost and schedule impact statements from the Contractor.
 - Evaluate the Contractor's impact statements and, in conjunction with the County, negotiate costs for contemplated changes with the Contractor.
- d. Upon receipt of a pay request from a Contractor, jointly review each line item with the Contractor and advise the Contractor's representative of discrepancies or conflicts in the pay requests. Verify the accuracy of quantities of installed, delivered, and stored materials. Advise the County of issues that may warrant withholding, reducing, or delaying payment to the Contractor and provide supporting documentation. Our scope includes review of up to four (4) pay requests.
- e. Upon request, provide interpretation or clarification of the construction documents to the County or the Contractor. Determine an acceptable method for communicating interpretations and clarifications directly to the Contractor beforehand.
- f. Site visits are to be performed to the extent necessary to:

- Observe, document, and report to the County and the Contractor whether the project is being constructed in accordance with the contract documents and ADA requirements for sidewalk construction.
- Verify correctness of contractor's proposed repair or reconstruction layout and formwork prior to concrete pours and provide written authorization to proceed with concrete pours.
- Observe, document, and report to the County and the Contractor whether the proper measure of unit price bid quantities is being implemented and confirm percentage completion of lump sum items.
- Observe, document, and report to the County the progress of the Contractor and resources committed to the project by the Contractor.

In general, we have included 130 hours of effort for site visits, which represents 10 hours per week, on average, for 13 weeks of construction. This effort includes travel time as well as weekly job meetings and contractor site visit (Items D(2)(c) and D(3)(a) above), but does not include the effort required for the pre-construction/ADA lesson, final inspection or warranty inspection (Item D(1)(e) above and Items D(3)(l) and D(4)(b) below)

- g. Review laboratory and field-testing results to determine whether results are in compliance with the construction contract documents and provide recommendations for correction of substandard materials and workmanship revealed during testing.
- h. Assist the County with claim reviews and negotiations and with the preparation of related correspondence and documentation.
- i. Observe Contractor workmanship, materials, progress, and overall compliance with requirements of the contract documents and immediately report observed deficiencies to the Contractor and the County. Communicate to the Contractor and the County what may be necessary to effect corrective action. Document deficiencies and actions taken by the Contractor to correct them.
- j. Perform with the County and the Contractor substantial completion and final inspections and compile and distribute related punch requiring correction.
- k. Compile and review for completeness Operation and Maintenance Manuals to be submitted by the Contractor and inform the Contractor of deficiencies.
- l. Review and comment on final pay request and supporting close-out documents, and provide recommendation to the County as to whether to approve or reject the pay request and close-out documents.
- m. Upon Project completion, obtain the original drawings, incorporate as-built conditions as documented by the Contractor in the field on the original drawings, and provide copies to the County at project close-out.
- n. If determined necessary, obtain TDLR's approval letter for completed sidewalk and ramp construction.

4. Post Construction Services

- a. Meet with the County upon request during the warranty period to investigate problems with material, equipment, and/or workmanship that may arise. Determine whether or not such problems are warranty issues or design issues and recommend solutions.
- b. Coordinate and attend with the County a final warranty inspection no less than sixty days prior to expiration of the Contractor warranty period. Develop a list of deficiencies, if, and determine if the deficiencies are caused by inferior workmanship, equipment, and/or materials or caused by other reasons. Provide recommendations for resolving each deficiency. Complete a follow-up inspection with the County to determine whether deficiencies have been corrected by the Contractor prior to expiration of the warranty period.

In addition to the services provided by Klotz Associates, we have included the following allowances for subconsultant services and reimbursable expenses:

Registered Accessibility Specialist – Altura Solutions	\$ 7,450
Survey Allowance (as needed) – SAM, Inc.	\$10,000
Subsurface Utility Investigation (as needed) – SAM, Inc.	\$5,000
Reimbursable Expenses	\$1,500

Separate "Notice to Proceed" will be required before the Survey and/or Subsurface Utility Investigation are performed.

APPENDIX B

CONTRACTOR'S QUALIFICATIONS STATEMENT

(See Contract File)

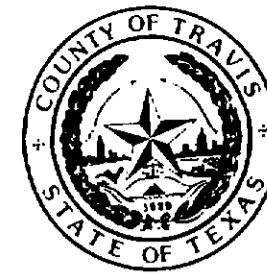
Attachment 9

Item #	Description	Location	Comment	N/A SIDEWALK LINEAR FEET	104, 502 REMOVE CONCRETE SIDEWALKS	104, 502 REMOVE CONCRETE DRIVEWAYS	104, 502 REMOVE CONCRETE RAMPS	104, 502 REMOVE CONCRETE (CURB & GUTTER)	450 RAIL (PEDESTRIAN) (SPL)	529, 502 CURB AND GUTTER	530 DRIVEWAY (CONCRETE)	530, 502 CONCRETE SIDEWALK	531, 502 CONCRETE RAMP	531, 502 MEDIAN RAMP	5017, 502 STACKED ROCK WALL	N/A DETECATBLE PAD
		AI		LF	SY	SY	SY	LF	LF	LF	SY	SY	EA	SY	SY	EA
		1625 driveway	11.5% & 6.6%	10	7		7					7	1			
		1707 edge drop-off						50		20						
		Owen-Tech Blvd	10.7% RS west of DW	40	27		14	20				27	2			
		1721 driveway	10.7% RS west of DW	30	20							20				
		1773 driveway at Hampton Apts	3.4% & 10.7%	20	13		14					13	2			2
		1781 driveway across from Wells Port	1.1% & 0.1%													2
		1801 driveway at Hampton Apts	7.4% & 7.7%													2
		Thermal Drive, east of road	280 ft new sidewalk	280	187		0			187						
		Thermal Drive east ramps	24.6% & 8.8% rough	40	27		14	20				27	2			
		1901 driveway w/median obstacle	5.7% & 12.1%	50	33		18					33	2	1		
		1915 driveway w/median obstacle	3.8% & 9.1%	50	33		18					33	2	1		
		2001 driveway 6.1% at shopping center	3.5% & 9.1%	20	13	96	14				96	13	2			
		2101 driveway across from Surrender Ave	10.1% & 8.6% broken	20	13		14					13	2			
		Renaissance Cl	13.0% & 7.1% warped	40	27		14	20				27	2			
		2323 driveway at Sweetwater Apts	13.0% & 10.5%	20	13		14					13	2			
		Thomas Sinclair Blvd	8.4% & 2.3% cracked	40	27		14	20				27	2			

Item #	Description	N/A	104,502	104,502	104,502	104,502	104,502	104,502	104,502	450	529,502	530	530,502	531,502	531,502	531,502	5017,502	N/A
Location	At	Comment	LF	SY	SY	SY	SY	SY	LF	LF	LF	SY	SY	EA	SY	SY	SY	EA
Wells Branch Pkwy EB	2801 driveway	7.7% CS & 8.3% CS	20	13	187	14	14	187				187		2				
Wells Branch Pkwy EB	5.3% CS at Retreat Apts Tandem Blvd, eastbound side	13.8% & 10.8% cracked	40	27		14							27	2				
Wells Branch Pkwy EB	3101 Driveway at Apartments	5.9% & 10.7%	10	7		7							7	1				1
Wells Branch Pkwy EB	At Howard Lane	realign ramps	40	27		14			50				27	2				
Wells Branch Pkwy EB	3407 driveway	needs detectable																2
East bound quantities			770	513	282	204	282	282	130	50	130	282	513	28	2	0	0	9

Item #	104,502	104,502	104,502	104,502	450	529,502	530	530,502	531,502	531,502	5017,502	N/A
	104,502	104,502	104,502	104,502	450	529,502	530	530,502	531,502	531,502	5017,502	N/A

Description	Location	Comment	SIDEWALK LINEAR FEET	REMOVE CONCRETE SIDEWALKS	REMOVE CONCRETE DRIVEWAYS	REMOVE CONCRETE RAMPS	REMOVE CONCRETE (CURB & GUTTER)	RAIL (PEDESTRIAN) (SPL)	CURB AND GUTTER	DRIVEWAY (CONCRETE)	CONCRETE SIDEWALK	CONCRETE RAMP	MEDIAN RAMP	STACKED ROCK WALL	DETECATBLE PAD
			LF	SY	SY	SY	LF	LF	LF	SY	SY	EA	SY	SY	EA
At	1602 east driveway ramps	12.9% & 8.5%	20	13		14					13	2			
Branch Pkwy WB	1602 west driveway ramps	9.6% & 0.5%	10	7		7					7	1			1
Branch Pkwy WB	1720 driveway ramps	2.3% & 1.7%	10	7		7					7	1			1
Branch Pkwy WB	1740 bridge deck	dip on west side	30	20							20				
Branch Pkwy WB	1760 sidewalk	running slope						150							
Branch Pkwy WB	Wells Port Dr ramps	12.6% & 14.9%	40	27		14	20		20		27	2			
Branch Pkwy WB	1780 sidewalk	cross-slope	50	33							33				
Branch Pkwy WB	Alex Ave	12.3% & 12.7%	40	27		14	20		20		27	2			
Branch Pkwy WB	Surrender Ave	14.9% & 14.3%	40	27		14	20		20		27	2			
Branch Pkwy WB	Merrilltown Dr	8.6% & 8.4%	40	27		14	20		20		27	2			
Branch Pkwy WB	Merrilltown Dr	Sidewalk shifted	40	27							27				
Branch Pkwy WB	Single Trace	13.1% & 13.0%	40	27		14	20		20		27	2			
Branch Pkwy WB	West of Single Trace	10.1% running slope						100							
Branch Pkwy WB	2800 driveway	16.1% & 12.3%	20	13		14					13	2			
Branch Pkwy WB	East of Double File Trl	Broken sidewalk	150	100							100				
Branch Pkwy WB	Double File Trl	15.8% & 6.4% mis-aligned	40	27		14	20		20		27	2			
Branch Pkwy WB	Tandem Blvd	7.1% & 4.3%	40	27		14	20		20		27	2			
Branch Pkwy WB	3408 sidewalk east of driveway	Broken sidewalk	100	67							67				
Branch Pkwy WB	3410 sidewalk east of driveway	Broken sidewalk	50	33							33				
Branch Pkwy WB	West bound quantities		760	507	0	140	140	250	140	0	507	20	0	0	6



Lee
8-18-08

TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 W. 13th St.
Eleventh Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4626

PROPERTY OF
TRAVIS COUNTY
AUG 13 11 21 AM '08
FURNISHED TO
PURCHASING OFFICE

August 13, 2008

MEMORANDUM TO: Marvin Brice, Assistant Purchasing Agent

FROM: Steve Manilla, TNR Public Works Director

Steve Manilla *Carol B. Doyle for*

Subject: Wells Branch/Thermal Drive Sidewalk Improvements
#Q080209-LP

Professional Services Agreement with Klotz Associates

The following information is for your use in preparing a Professional Service Agreement and an agenda item for Commissioner's Court action. Please contact me at X49429 if you have any questions or need additional information.

Proposed Motion:

Consider and take appropriate action on request to approve a Professional Services Agreement with Klotz Associates for the Wells Branch/Thermal Drive Sidewalk Improvements project, in Precinct 2.

Summary and Staff Recommendations:

In May 2008, Travis County Purchasing Office issued an RFQ No Q080209-LP to begin the selection process for an engineering firm to provide professional services for the Wells Branch/Thermal Drive Sidewalk Improvement project. On July 1, 2008, the Commissioners Court approved the selection of Klotz Associates, Inc. for performing the services. In the same action, the Court also authorized the staff to begin negotiation of a professional services agreement with Klotz Associates, Inc. Since then, Purchasing Office and TNR have been negotiating with Klotz Associates, Inc and were able to reach a mutually acceptable scope of services and fee for those services.

The Professional Services Agreement is to include all necessary engineering services, i.e. site condition survey, construction document preparation, bid assistance and construction administration services, to carry the project from the initial condition assessment to final construction acceptance. The scope of services is attached.

TNR recommends approval of a Professional Services Agreement with Klotz Associates for the Wells Branch/Thermal Drive Sidewalk Improvements project.

Budgetary and Fiscal Impact:

Funding for this project was made available through a Court-approved agreement with Capital Metro using Build Central Texas (BCT) Suburban Communities Program funds. BCT funding in the amounts of \$550,323 and \$195,536 have been approved for sidewalk improvements on Wells Branch Pkwy and Thermal Drive, respectively.

The total professional services agreement sum, consisting of the Basic Services of \$89,300 plus the Not-to-Exceed Reimbursable Expenses of \$24,000, shall not exceed \$113,300. TNR Financial Services has set up requisition number 437887. The commodity/sub-commodity is 968/102 and the account number is 485-4941-621-8165.

Issues and Opportunities:

The proposed scope of work includes all work necessary to perform field investigations, complete designs, identify ROW/easement requirements, prepare construction documents, obtain necessary permits, and provide construction administration services for sidewalk improvements along Wells Branch Pkwy from Mopac to IH35 and along Thermal Drive from Wells Branch Pkwy to Howard Lane.

These segments of Wells Branch Pkwy and Thermal Drive are on Capital Metro Bus Service Routes and are in the vicinity of the proposed Capital Metro Rail Station at Howard Lane. The quality of pedestrian mobility will be increased after the completion of the proposed sidewalk improvements.

This segment of Wells Branch Pkwy, from Mopac to IH35, has been recently repaved under TxDOT's Hazard Elimination Safety program.

After approval of the professional services agreement by the Commissioners Court, and issuance of notice-to-proceed by the Purchasing Office, Klotz Associates, Inc. will have up to 180 calendar days to perform the engineering work, prepare construction drawing, and provide bid phase services. This time allotment does not include time required for County approvals of design deliverables at various stages of development. The consultant will provide construction administration services during the construction period which is estimated to be six (6) to eight (8) months.

Sidewalk retrofit projects are historically problematic because it is difficult to meet minimum geometric requirements when existing site conditions are not compatible. To make the most efficient use of engineering on these projects efforts will be shifted from conventional office engineering to field engineering. Rather than attempt to prepare unique designs for each problem area, knowing that adjustments will be needed in the field, the Consultant will prepare a bid package based upon types of work, standard details, and estimated quantities. The Consultant will then work with the contractor during the construction phase to determine what exactly needs to be done to bring the sidewalk into compliance with ADA regulations.

Background:

The Wells Branch Pkwy and Thermal Drive area was developed prior to the Americans with Disabilities Act (ADA) being signed into law in 1990. Sidewalks were constructed along both sides of these two roadways. A preliminary investigation performed by TNR

staff found that numerous locations are non-compliant. This project consists of installing, repairing, or reconstructing sections of sidewalk, crosswalks, and ramps. The areas in need of work are those that were either not originally constructed in compliance with the requirements of the Americans with Disabilities Act, or have deteriorated to where they are no longer compliant.

Required Authorization:

Cyd Grimes, Purchasing Office
Jessica Rio, Planning and Budget Office
Chris Gilmore, County Attorney's Office

Attachment: Klotz Associates, Inc.'s Scope and Fee Proposal

cc: Joseph P. Gieselman, Executive Manager, TNR
Carol Joseph, Assistant Director, TNR
Steve Sun, P.E., CIP Program Manager, TNR
Cynthia McDonald, Donna Williams-Jones, Brunilda Cruz, Financial Services, TNR
Lee Perry, Purchasing Office
David Greear, P.E., Traffic Engineer, TNR
Sean O'Neal, Auditor's Office

Account Balance Inquiry

Account number : 485-4941-621.81-65
Fund : 485 REGIONAL MOBILITY & TRANS
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 41 ROAD & BRIDGE MAINTENANCE
Activity basic : 62 INFRA-ENV SVCS (TRNS&RDS)
Sub activity : 1 TNR (TRANS & NATRL RESRC)
Element : 81 CAPITAL OUTLAY
Object : 65 PURCH SVC INFRASTRUCTR SW

Original budget : 0
Revised budget : 1,751,437 08/20/2008
Actual expenditures - current : .00
Actual expenditures - ytd : .00
Unposted expenditures : .00
Encumbered amount : .00
Unposted encumbrances : .00
Pre-encumbrance amount : 113,300.00
Total expenditures & encumbrances: : 113,300.00 6.5%
Unencumbered balance : 1,638,137.00 93.5

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

Purchase Requisition

Number : 0000437887
 Type : 1 PURCHASE REQUISITION
 Status : AUDITOR APPROVAL
 Reason : 53934 ENCUMBER \$\$\$ PENDING AWARD ATTN: M. BRICE
 By : DONNA WILLIAMS 854-7677
 Date : 4/15/08
 Vendor : 45047 KLOTZ ASSOCIATES INC
 Contract nbr :
 Ship to : Z1 TNR ADMIN 4TH FLR
 Deliver by date : 4/15/08
 Buyer :
 Fiscal year code : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

5=Display 8=Item extended description

Opt Line#	Quantity	UOM	Description
1	113300.00	DOL	ENGINEERING SERVICES FOR WELLS BRANCH PARKWAY AND THERMAL DRIVE SIDEWALK IMPROVEMENTS

Total: 113300.00
F9=Print

COMMENTS EXIST

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

#14³
9-2-08



TRAVIS COUNTY PURCHASING OFFICE

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

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

Approved by: _____

Bonnie Floyd 8-29-08

Voting Session: Tuesday, September 2, 2008

REQUESTED ACTION: APPROVE SOLE SOURCE EXEMPTION AND CONTRACT WITH UNISYS CORPORATION FOR THE DORADO 400 SERIES SERVER AND SAN SYSTEMS. (ITS)

REVISED

Points of Contact:

Purchasing: Lori Clyde, 854-4205

Department: ITS, Walter LaGrone, 854-4890; Joe Harlow; 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. This agreement will provide replacement hardware and software for the continued operations of the JP Courts and Probate software packages.

The current contracts with Unisys (95C01050-CG and MA000041) are set to expire on September 30, 2008. These systems are the platform for the existing JP Courts and Probate software packages. Instead of continuing the license and maintenance support on the existing Unisys 2200 System, ITS recommends approval of a new agreement with Unisys for the sole source purchase of the updated software license, replacement hardware, and applicable hardware and software maintenance to replace the existing 15-year old hardware and software technology. This upgrade solution will be in operation until the final courts implementation is completed for all jurisdictions and historical files have been converted. This system will remain the primary fines and fees tracking system and court case management for all JP courts until all courts are converted to the new courts system. The vendor is proposing an initial 18-month contract with options to renew. Unisys is the only vendor who can supply the Operating System software license and hardware updates to facilitate the processing of the Travis County applications supporting the existing user departments.

The cost of the hardware, software licenses, services and maintenance will be \$547,066.00. After the initial 18-month period, if renewals are necessary, the annual license and maintenance fees will be \$128,641.00 as compared to \$356,988 if Travis County continued to use the existing Unisys system.

The County and the vendor are in the final negotiations on the agreement. Due to the timeframe, we do not expect the agreement to be completed by Court time. Therefore, we are requesting approval of the expenditure today and authorization for the Purchasing Agent to sign the agreement upon completion.

➤ **Contract Expenditures:** Within the last 12 months \$389,436.00 has been spent against the contracts being replaced.

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$547,056.00 (Estimated Amount)
Contract Type: Sole Source
Contract Period: August 26, 2008 – March 25, 2010

➤ **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.: 447872
- Funding Account(s) 001-1230-523-3002, 001-1230-523-5002, 001-1230-523-6099, 001-1230-523-8001, 001-1230-523-8002, 001-1230-821-8002, 001-9001-821-8002
- Comments:

➤ **Statutory Verification of Funding:**

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

APPROVED ()

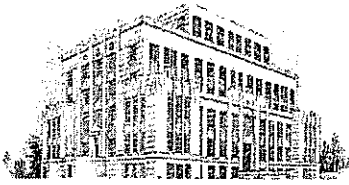
DISAPPROVED ()

BY COMMISSIONERS COURT ON:

DATE

COUNTY JUDGE

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



Travis County Courthouse, Austin, Texas

TRAVIS COUNTY INFORMATION & TELECOMMUNICATION SYSTEMS

Joe Harlow Jr., Chief Information Officer

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

RECEIVED
TRAVIS COUNTY
2008 AUG 25 PM 3:05
PURCHASING
OFFICE

DATE: August 25, 2008
TO: Cyd V. Grimes, C.P.M-Travis County Purchasing Agent
FROM: Joe Harlow, Chief Information Officer *Joe Harlow*
SUBJ: Recommendation to replace agreements 95C0150-CG License and MA000042 for Software/Hardware Maintenance and Hardware Purchase

Proposed Motion:

To replace existing Unisys agreements with new agreement for an initial additional 18-month period to include systems software license, hardware purchase upgrade and maintenance with option for renewals.

Summary and Staff Recommendation:

As part of the FY 09 Budget Process, ITS requested capital resources for the Dorado system server and software to replace the current system that supports the JP revenue operations. This initiative was recommended by PBO as part of the FY 09 Preliminary Budget.

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. Attached is an operation cost comparison of the existing Unisys and the Dorado system. This comparison reflects a break even point at thirteen and one-half months.

Contract Nos. 95C0150-CG and MA 000042 are set to expire on September 30, 2008. These agreements cover the existing Unisys system license and maintenance for hardware and software. The current system is the platform for the existing JP Courts and Probate software packages. ITS is proposing that a new agreement be entered into with Unisys for the software license, hardware purchase upgrade and the applicable hardware and software maintenance. The vendor is proposing an initial 18-month contract for systems license, software, hardware purchase, and maintenance with options for renewal. Unisys is the only vendor who can supply the Operating System Software license, and hardware updates to facilitate the processing of the Travis County applications supporting the existing user departments. Therefore ITS is recommending that this be a sole source procurement.

Budgetary and Fiscal Impact:

The total cost for the license and maintenance coverage is \$547,066. Funding for this procurement is from multiple sources. ITS has been able to identify \$372,058 via salary and benefit savings, pre-encumbrance liquidations, encumbrance liquidations and maintenance savings. The remaining portion of \$175,008 is proposed to come from allocated reserves. Listed below are the applicable procurement line items.

001-1230-523-3002	\$ 72,000
001-1230-523-5002	\$ 69,355
001-1230-523-6099	\$ 85,000
001-1230-523-8001	\$218,277
001-1230-523-8002	\$ 16,347
001-1230-821-8002	\$ 16,327
001-9001-821-8002	<u>\$ 69,760</u>
Total	\$547,066

Commissioners Court on August 15, 2008 approved budget transfers from Allocated Reserves and internal department salary savings to facilitate this procurement. In that transmittal the cost was stated as \$520,974. Subsequent to that approval, it was noted that the hardware and software maintenance was quoted on an annual basis. The end date was extended for this maintenance coverage to match the eighteen month term of the software license. This increase in term caused the \$26,092 increase. Attached are the Budget Adjustment transmittal and budget adjustment documents previously approved in Commissioners Court.

Issues and Opportunities:

Maintaining hardware and software maintenance contracts on critical computer system hardware allows Travis County to respond quickly in the resolution of hardware/software malfunctions. Therefore, the 15 year old hardware and software technology is being upgraded. This upgrade solution will be in operation until the final courts implementation is completed for all jurisdictions and historical files have been converted. This system will remain the primary fines and fees tracking system and court case management for all JP courts until all courts are converted to the new courts system.

Background:

Quick action on the repair of equipment and systems in support of Criminal and Civil Courts helps to prevent extended computer system outages that have an adverse impact upon County operations. Past malfunctions with the currently installed hardware and software systems have caused significant downtime in the effected court operations in the past. Some of these outages have caused as much as from one to three day outages. With the approval of this action the problems associated with these outages will be eliminated.

Required Authorizations:

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

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

TRAVIS COUNTY
 Information & Telecommunication Systems
 Cost of Operations Existing Unisys vs Dorado

	Existing Unisys License & Maint		IPX Network Equip [1]		Total Existing Unisys		Dorado	
	Monthly Amt.	Cumulative	Monthly Amt.	Monthly Amt.	Cumulative	Cumulative	Monthly	Cumulative
FY 09								
October	29,749	29,749	10,250	10,250	39,999	30,393	30,393	30,393
November	29,749	59,498	10,250	10,250	79,998	30,393	30,393	60,786
December	29,749	89,247	10,250	10,250	119,997	30,393	30,393	91,179
January	29,749	118,996	10,250	10,250	159,996	30,393	30,393	121,572
February	29,749	148,745	10,250	10,250	199,995	30,393	30,393	151,965
March	29,749	178,494	10,250	10,250	239,994	30,393	30,393	182,358
April	29,749	208,243	10,250	10,250	279,993	30,393	30,393	212,751
May	29,749	237,992	10,250	10,250	319,992	30,393	30,393	243,144
June	29,749	267,741	10,250	10,250	359,991	30,393	30,393	273,537
July	29,749	297,490	10,250	10,250	399,990	30,393	30,393	303,930
August	29,749	327,239	10,250	10,250	439,989	30,393	30,393	334,323
September	29,749	356,988	10,250	10,250	479,988	30,393	30,393	364,716
Total FY 09	356,988		123,000			364,716		
FY 10								
October	31,831	388,819	10,250	10,250	522,069	30,393	30,393	395,109
November	31,831	420,650	10,250	10,250	564,150	30,393	30,393	425,502
December	31,831	452,481	10,250	10,250	606,231	30,393	30,393	455,895
January	31,831	484,312	10,250	10,250	648,312	30,393	30,393	486,288
February	31,831	516,143	10,250	10,250	690,393	30,393	30,393	516,681
March	31,831	547,974	10,250	10,250	732,474	30,393	30,393	547,074
Sub-total	190,986		61,500			182,358		
Total 18 Mos.	547,974.00		184,500.00					

13½ Month Payback

[1] Assumes Replacement on Failure Rates of 30%

#15

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

A handwritten signature in black ink, appearing to read "Joe Harlow", written over the printed name in the "From:" field.

Subject: Budget Transfer – Dorado System

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

Equipment		
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
Maintenance		
Dorado Maintenance		43,263
ITS Funding		43,263
Balance		0

Travis County Commissioners Court Agenda Request

Voting Session 9/2/2008



Work Session _____

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

B. Requested Text: **Consider and take appropriate action on a development permit application for a proposed vertical expansion to the BFI Sunset Farms Landfill site at 10200 Giles Lane.**

C. Approved by: _____
The Honorable Samuel T. Biscoe, Judge, Travis County

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:

Stacey Scheffel, TNR 854-9383
Chris Gilmore, Cty Attny 854-9415
Jon White, TNR 854-9383

Anna Bowlin, TNR 854-9383
Adam Mehevec, ACE Inc. 329-0006

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Policy & procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

Date: August 25, 2008

TO: Members of Commissioner's Court

THROUGH: Joseph P. Gieselman, Executive Manager, TNR

FROM: Anna Bowlin, Division Director, Development Services, TNR

SUBJECT: Consider and take appropriate action on a development permit application for a proposed vertical expansion to the BFI Sunset Farms Landfill site at 10200 Giles Lane.

Summary & Staff Recommendation:

On September 27, 2006, BFI submitted an application for a Travis County Basic Development Permit (application number 06-4036) for a vertical expansion to their existing landfill at 10200 Giles Lane. The expansion would add 9,700,000 cubic yards of solid waste to the landfill until November 1, 2015. In 2005 BFI completed a floodplain modification that would allow it to expand its solid waste operations and still be in compliance with the 500-foot setback from the Federal Emergency Management Agency (FEMA) 100-year floodplain approved by Court on October 2, 2001. On January 18, 2008 FEMA accepted these floodplain modifications by issuing a Letter of Map Revision (LOMR). The LOMR officially changed the floodplain on the site making the development permit application compliant with County regulations for development. Staff recommends approval of the permit with the following condition:

" Issuance of this permit is based solely on permittee's compliance with the limited provisions of Chapter 82 and Chapter 64, Travis County Code. It does not directly or indirectly constitute Travis County's acquiescence with the permittee's land use nor a finding or determination (1) that the permittee's land use is compatible with surrounding land uses, (2) that the site is otherwise suitable for the permittee's land use, or (3) that the permittee has adequately mitigated or can adequately mitigate all impacts that its land use may have on adjacent properties or the community."

Budgetary and Fiscal Impacts:

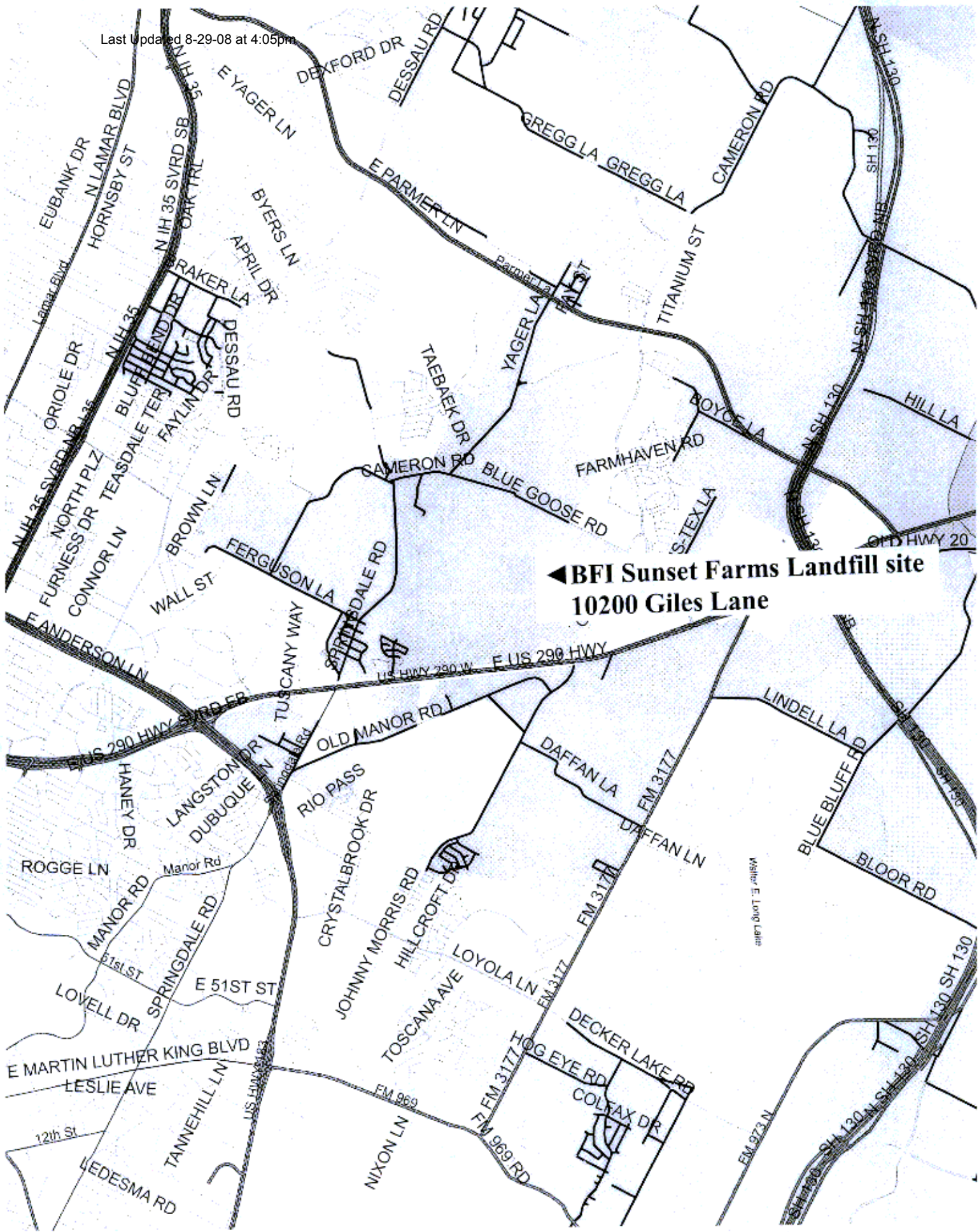
There are no budgetary and/or fiscal impacts.

Attachments: LOMR 07-06-1750P
BFI site location map

Last Updated 8-29-08 at 4:05pm

CC: Jon White, TNR
Anna Bowlin, TNR
Stacey Scheffel, TNR
Chris Gilmore, County Attorney's Office
Adam Mehevec, Associated Consulting Engineers Inc.

JPG/ab/ss
06-4036



◀ **BFI Sunset Farms Landfill site**
10200 Giles Lane

Site Location Map



Federal Emergency Management Agency

Washington, D.C. 20472

06-4036
07-0983

BFI
85

RECEIVED
COUNTY JUDGE'S OFFICE

JAN 18 2008

08 FEB -1 PM 2:24

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable Samuel T. Biscoe
Travis County Judge
314 West 11th Street, Suite 520
Austin, TX 78701

IN REPLY REFER TO:

Case No.: 07-06-1750P
Community Name: Travis County, TX
Community No.: 481026
Effective Date of
This Revision: JAN 18 2008

Dear Judge Biscoe:

The Flood Insurance Rate Map for your community has been revised by this Letter of Map Revision (LOMR). Please use the enclosed annotated map panel(s) revised by this LOMR for floodplain management purposes and for all flood insurance policies and renewals issued in your community.

Additional documents are enclosed which provide information regarding this LOMR. Please see the List of Enclosures below to determine which documents are included. Other attachments specific to this request may be included as referenced in the Determination Document. If you have any questions regarding floodplain management regulations for your community or the National Flood Insurance Program (NFIP) in general, please contact the Consultation Coordination Officer for your community. If you have any technical questions regarding this LOMR, please contact the Director, Mitigation Division of the Department of Homeland Security's Federal Emergency Management Agency (FEMA) in Denton, Texas, at (940) 898-5127, or the FEMA Map Assistance Center toll free at 1-877-336-2627 (1-877-FEMA MAP). Additional information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Sincerely,

Joshua A. Smith, CFM, Program Specialist
Engineering Management Branch
Mitigation Directorate

For: William R. Blanton Jr., CFM, Chief
Engineering Management Branch
Mitigation Directorate

List of Enclosures:

- Letter of Map Revision Determination Document
- Annotated Flood Insurance Rate Map

cc: The Honorable Will Wynn
Mayor, City of Austin

Mr. Ray P. Windsor, CFM
Floodplain Administrator
City of Austin

Ms. Stacey Scheffel
Floodplain Administrator
Travis County

Mr. Adam W. Mehevec, P.E.
Associated Consulting Engineers, Inc.

Book



Federal Emergency Management Agency
 Washington, D.C. 20472

**LETTER OF MAP REVISION
 DETERMINATION DOCUMENT**

COMMUNITY AND REVISION INFORMATION		PROJECT DESCRIPTION	BASIS OF REQUEST
COMMUNITY	Travis County Texas (Unincorporated Areas)	CHANNEL RELOCATION CHANNELIZATION FILL	HYDRAULIC ANALYSIS HYDROLOGIC ANALYSIS NEW TOPOGRAPHIC DATA
	COMMUNITY NO.: 481026		
IDENTIFIER	BFI Sunset Farms Landfill	APPROXIMATE LATITUDE & LONGITUDE: 30.343, -97.618 SOURCE: USGS QUADRANGLE DATUM: NAD 83	
ANNOTATED MAPPING ENCLOSURES		ANNOTATED STUDY ENCLOSURES	
TYPE: FIRM*	NO.: 48453C0085 E DATE: June 16, 1993	NO REVISION TO THE FLOOD INSURANCE STUDY REPORT	

Enclosures reflect changes to flooding sources affected by this revision.

* FIRM - Flood Insurance Rate Map; ** FBFM - Flood Boundary and Floodway Map; *** FHBM - Flood Hazard Boundary Map

FLOODING SOURCE(S) & REVISED REACH(ES)

- Unnamed Tributary to Walter E. Long Lake - from just upstream of Giles Road to approximately 2,300 feet upstream of Giles Road
- Unnamed Tributary 1 - from the confluence with the Unnamed Tributary to Walter E. Long Lake to approximately 280 feet upstream
- Unnamed Tributary 2 - from the confluence with the Unnamed Tributary to Walter E. Long Lake to approximately 1,080 feet upstream

SUMMARY OF REVISIONS

Flooding Source	Effective Flooding	Revised Flooding	Increases	Decreases
Unnamed Tributary to Walter E. Long Lake	Zone A	Zone A	YES	YES
Unnamed Tributary 1	Zone A	Zone A	NONE	YES
Unnamed tributary 2	Zone X (unshaded)	Zone A	YES	NONE

* BFEs - Base Flood Elevations

DETERMINATION

This document provides the determination from the Department of Homeland Security's Federal Emergency Management Agency (FEMA) regarding a request for a Letter of Map Revision (LOMR) for the area described above. Using the information submitted, we have determined that a revision to the flood hazards depicted in the Flood Insurance Study (FIS) report and/or National Flood Insurance Program (NFIP) map is warranted. This document revises the effective NFIP map, as indicated in the attached documentation. Please use the enclosed annotated map panels revised by this LOMR for floodplain management purposes and for all flood insurance policies and renewals in your community.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Assistance Center toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the OMR Depot, 3601 Eisenhower Avenue, Alexandria, VA 22304. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Joshua A. Smith, CFM, Program Specialist
 Engineering Management Branch
 Mitigation Directorate



Federal Emergency Management Agency
Washington, D.C. 20472

**LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)**

OTHER COMMUNITIES AFFECTED BY THIS REVISION

CID Number: 480624 **Name:** City of Austin, Texas

AFFECTED MAP PANELS			AFFECTED PORTIONS OF THE FLOOD INSURANCE STUDY REPORT
TYPE: FIRM*	NO.: 48453C0085 E	DATE: June 16, 1993	NO REVISION TO THE FLOOD INSURANCE STUDY REPORT

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Assistance Center toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the OMR Depot, 3601 Eisenhower Avenue, Alexandria, VA 22304. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Joshua A. Smith, CFM, Program Specialist
Engineering Management Branch
Mitigation Directorate



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT (CONTINUED)

COMMUNITY INFORMATION

APPLICABLE NFIP REGULATIONS/COMMUNITY OBLIGATION

We have made this determination pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (P.L. 93-234) and in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, P.L. 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. Pursuant to Section 1361 of the National Flood Insurance Act of 1968, as amended, communities participating in the NFIP are required to adopt and enforce floodplain management regulations that meet or exceed NFIP criteria. These criteria, including adoption of the FIS report and FIRM, and the modifications made by this LOMR, are the minimum requirements for continued NFIP participation and do not supersede more stringent State/Commonwealth or local requirements to which the regulations apply.

NFIP regulations Subparagraph 60.3(b)(7) requires communities to ensure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained. This provision is incorporated into your community's existing floodplain management ordinances; therefore, responsibility for maintenance of the altered or relocated watercourse, including any related appurtenances such as bridges, culverts, and other drainage structures, rests with your community. We may request that your community submit a description and schedule of maintenance activities necessary to ensure this requirement.

COMMUNITY REMINDERS

We based this determination on the 1-percent-annual-chance discharges computed in the submitted hydrologic model. Future development of projects upstream could cause increased discharges, which could cause increased flood hazards. A comprehensive restudy of your community's flood hazards would consider the cumulative effects of development on discharges and could, therefore, indicate that greater flood hazards exist in this area.

Your community must regulate all proposed floodplain development and ensure that permits required by Federal and/or State/Commonwealth law have been obtained. State/Commonwealth or community officials, based on knowledge of local conditions and in the interest of safety, may set higher standards for construction or may limit development in floodplain areas. If your State/Commonwealth or community has adopted more restrictive or comprehensive floodplain management criteria, those criteria take precedence over the minimum NFIP requirements.

We will not print and distribute this LOMR to primary users, such as local insurance agents or mortgage lenders; instead, the community will serve as a repository for the new data. We encourage you to disseminate the information in this LOMR by preparing a news release for publication in your community's newspaper that describes the revision and explains how your community will provide the data and help interpret the NFIP maps. In that way, interested persons, such as property owners, insurance agents, and mortgage lenders, can benefit from the information.

This revision has met our criteria for removing an area from the 1-percent-annual-chance floodplain to reflect the placement of fill. However, we encourage you to require that the lowest adjacent grade and lowest floor (including basement) of any structure placed within the subject area be elevated to or above the Base (1-percent-annual-chance) Flood Elevation.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Assistance Center toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMR Depot, 3601 Eisenhower Avenue, Alexandria, VA 22304. Additional information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Joshua A. Smith, CFM, Program Specialist
Engineering Management Branch
Mitigation Directorate



Federal Emergency Management Agency
Washington, D.C. 20472

**LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)**

COMMUNITY INFORMATION (CONTINUED)

We have designated a Consultation Coordination Officer (CCO) to assist your community. The CCO will be the primary liaison between your community and FEMA. For information regarding your CCO, please contact:

Mr. Frank Pagano
Director, Mitigation Division
Federal Emergency Management Agency, Region VI
Federal Regional Center, Room 206
800 North Loop 288
Denton, TX 76209
(940) 898-5127

STATUS OF THE COMMUNITY NFIP MAPS

We will not physically revise and republish the FIRM report for your community to reflect the modifications made by this LOMR at this time. Preliminary copies of the countywide FIRM and FIS report, which present information from the effective FIRM and FIS reports for your community and other incorporated communities in Travis County, were submitted to your community for review on February 24, 2006. We will incorporate the modifications made by this LOMR into the countywide FIRM before it becomes effective.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Assistance Center toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the OMR Depot, 3601 Eisenhower Avenue, Alexandria, VA 22304. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Joshua A. Smith, CFM, Program Specialist
Engineering Management Branch
Mitigation Directorate



Federal Emergency Management Agency
Washington, D.C. 20472

**LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)**

PUBLIC NOTIFICATION OF REVISION



This revision is effective as of the date of this letter. Any requests to review or alter this determination should be made within 30 days and must be based on scientific or technical data.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Assistance Center toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the OMR Depot, 3601 Eisenhower Avenue, Alexandria, VA 22304. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

A handwritten signature in cursive script that reads "Joshua A. Smith".

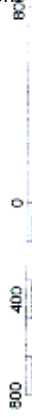
Joshua A. Smith, CFM, Program Specialist
Engineering Management Branch
Mitigation Directorate

Legend

-  1% annual chance (100-Year) Floodplain
-  1% annual chance (100-Year) Floodway
-  0.2% annual chance (500-Year) Floodplain



APPROXIMATE SCALE IN FEET



NATIONAL FLOOD INSURANCE PROGRAM

FIRM FLOOD INSURANCE RATE MAP

TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS

PANEL 85 OF 410
(SEE MAP INDEX FOR PANELS NOT PRINTED)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
AUSTIN, TX	480624	0045	E
WALKER, TX	481007	0085	E
UNINCORPORATED AREAS	481026	0085	E

REVISED TO REFLECT LOMR EFFECTIVE JAN 1 8 2008

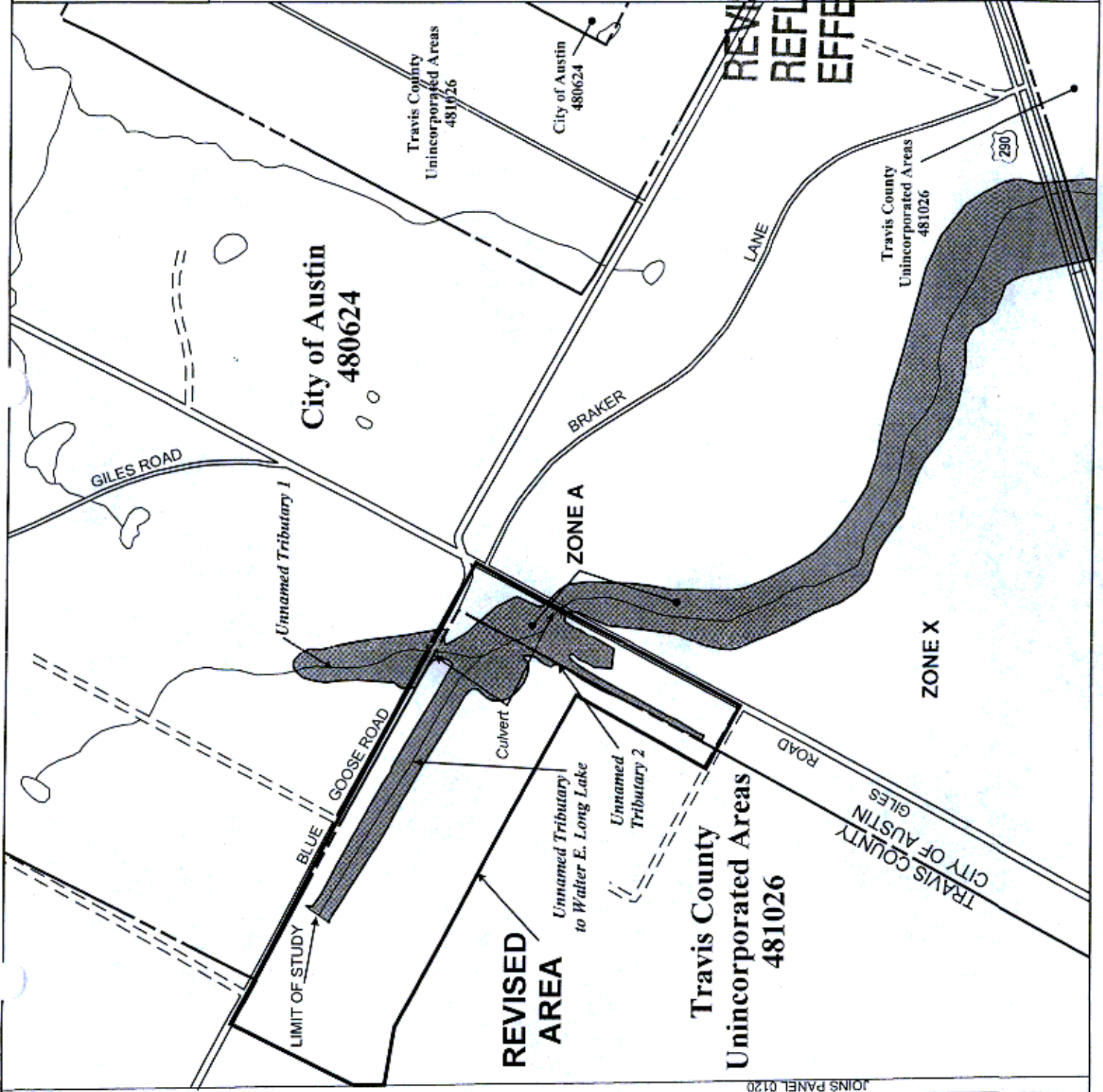
Note to User: This Map Number appears below the date of this map. To obtain the COMMUNITY NUMBER shown above, please refer to the Flood Insurance Rate Map for the subject community.

MAP NUMBER
48453C0085 E

EFFECTIVE DATE:
JUNE 16, 1993



Federal Emergency Management Agency



18

BUDGET AMENDMENTS AND TRANSFERS FY 2008

COURTNEY S. GIBSON

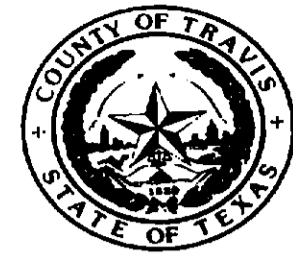
08 AUG 27 PM 1:01/2/2008

AMENDMENTS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1		001	9800	981	9892	Reserves	Allocated Reserves		\$ 809,500	1
		001	9496	546	6302	Crim.Cts.	Atty. Fees - Criminal	\$ 809,500		
A2		001	2410	546	0701	Crim.Cts.	Reg Salaries-Permnt Empl		\$ 3,747	1
		001	2410	546	0801	Crim.Cts.	Reg Salaries-Temp Empl		\$ 9,374	
		001	2410	546	1301	Crim.Cts.	Reg Salary-Visiting Judge		\$ 25,773	
		001	2410	546	1501	Crim.Cts.	Reg.Performance Pay		\$ 27,131	
		001	2410	546	2002	Crim.Cts.	FICA Tax - OASDI		\$ 7,404	
		001	2430	546	2002	Crim.Cts.	FICA Tax - OASDI		\$ 2,071	
		001	9496	546	6302	Crim.Cts.	Attorney Fees - Criminal	\$ 75,500		

TRANSFERS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
T1		001	1910	541	0701	Co. Atty.	Reg Salaries-Permnt Empl		\$ 61,545	6
		001	1910	541	3001	Co. Atty.	Office Equip,Furn,&Supp	\$ 9,035		
		001	1910	541	3002	Co. Atty.	Software	\$ 10,048		
		001	1910	541	5002	Co. Atty.	Maintenance Agmt.-DP	\$ 10,899		
		001	1910	541	6099	Co. Atty.	Other Purchd Services	\$ 9,937		
		001	1910	541	8001	Co. Atty.	Office Equip & Furn	\$ 11,390		
		001	1910	541	8002	Co. Atty.	Software	\$ 10,236		
T2		001	0901	519	0801	PBO	Reg Salaries- Temp Empl		\$ 1,639	16
		001	0900	519	0701	PBO	Reg Salaries-Permnt Empl	\$ 1,639		




**PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS**

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

MEMORANDUM

TO: Commissioners Court

FROM: Jessica Rio, Assistant Budget Manager 

DATE: August 25, 2007

RE: Criminal Courts' Transfers for FY 08 Indigent Attorney Fees

The Criminal Courts are requesting internal transfers in the amount of \$75,500 as well as a budget transfer from the General Fund Allocated Reserves totaling \$809,500 to cover the FY 08 accrual and remaining expenditures for criminal indigent attorney fees. The total projected shortfall at this time is \$885,500. The department states that the additional resources are needed due to increased volume of cases requiring indigent representation. But more substantially, due to the increased number of capital cases begun in FY 08. The Criminal Courts reports that while the last two fiscal years has not had any capital murder cases, there have been six cases that have started this fiscal year. These cases average between approximately \$130,000 and \$150,000 per case in indigent attorney fees. While most of these cases will not be complete prior to the end of FY 08, the funds will need to be accrued into FY 09.

The department is projected to meet their budgeted salary savings and have sufficient additional temporary salary savings to contribute towards this request (along with associated benefits). In addition, the department projects savings in its visiting judges' line item that are also being transferred to Indigent Attorney Fees. These expenditures have been anticipated by the department and PBO has incorporated these figures in the latest expenditure estimate. The remaining amount projected to be required for FY 08 of \$809,500 is requested from the \$1,000,000 in total earmarks on the General Fund Allocated Reserve related to the Criminal Courts indigent attorney fees. Below is a table detailing the various funding sources for this request:

Salary Savings, Temporaries and benefits in Criminal Courts	\$49,727
Visiting Judges	25,773
General Fund Allocated Reserve	809,500
Total	\$885,500

The FY 09 Preliminary Budget includes an additional \$300,000 direct appropriation for criminal indigent attorney fee volume increases as well as \$352,425 related to the new County Court at

Law #8. In addition, PBO has recommended an earmark of \$100,000 related to the new County Court at Law and an earmark totaling \$300,000 for indigent attorney fees related to projected capital murder cases in FY 09.

PBO recommends the department's internal transfers from departmental temporary personnel savings as well as the posted budget amendment totaling \$809,500 from the General Fund Allocated Reserve to the Criminal Courts' indigent attorney fees for this statutorily required expense. PBO has already included these assumptions in our FY 08 end of year projections. The current balance of the Allocated Reserves is \$2,584,945 (as of August 25, 2008) and would be reduced to \$1,775,445 with approval of this request.

cc: Tonya Arnecke Watson, Criminal Courts
Judge David Crain
Debra Hale, Criminal Courts
Joseph Kertz, Criminal Courts
Leroy Nellis, PBO
Sean O'Neal, County Auditor's Office
Jose Palacios, County Auditor's Office
Judge Bob Perkins
Rodney Rhoades, PBO

TRAVIS COUNTY
DISTRICT AND COUNTY
CRIMINAL COURTS



DEBRA HALE
DIRECTOR OF COURT
MANAGEMENT

BLACKWELL-THURMAN
CRIMINAL JUSTICE CENTER
P. O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9244
FAX: (512) 854-4464

Date: August 14, 2008

To: Jessica Rio, Planning and Budget Office

From: Debra Hale, Director of Court Management *DH*

Re: Request to Transfer Funds From Allocated Reserves for Indigent Attorney Fees

In fiscal year 2008, Earmarks on Allocated Reserves totaling \$1,000,000 were set aside for Criminal Courts Indigent Attorney Fees. At this time, it is necessary to request funds from the Reserves due to volume increases and capital murder/high profile cases.

The amount requested is based on the following items:

Funds needed for Volume Increases:	\$175,000
Funds needed for Capital Murder/High Profile Cases:	<u>\$730,000</u>
Subtotal	\$905,000
Less:	
Budget transferred from Department's internal resources	<u>(\$95,500)</u>
Total Request	\$809,500

The Criminal Courts Department mitigated the cost overrun in Indigent Attorney Fees by using savings in personnel and other legally mandated fees.

The Criminal Courts request a transfer in the amount of \$809,500 from Fiscal Year 2008 Allocated Reserves to the Criminal Courts budget.

cc: Judge Bob Perkins
Judge David Crain

Budget Adjustment: 12011

Fyr _ Budget Type: 2008-Reg
PBO Category: Amendment
Just: Other

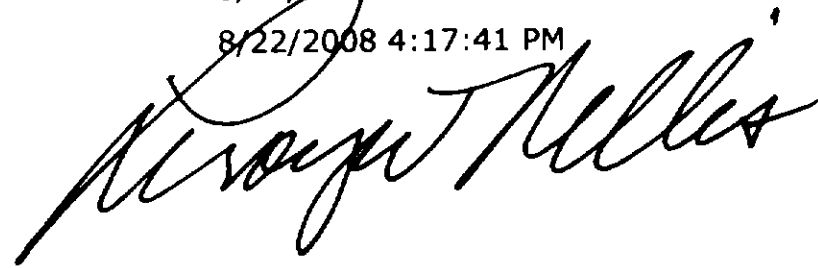
Author: 24 - KERTZ, JOSEPH
Court Date: Tuesday, Sep 2 2008

Created: 8/15/2008 11:51:06 AM
Dept: RESERVES

To cover indigent attorney's fees in the criminal courts.

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			809,500
				809,500
To Account		Project		Amount
001-9496-546-6302	ATTORNEY FEES - CRIMINAL			809,500
				809,500

Approvals	Dept	Approved By	Date Approved
Originator	24	JOSEPH KERTZ	8/21/2008 4:34:22 PM
DepOffice	24	DEBRA HALE	8/22/2008 4:17:20 PM
DepOfficeTo	24	DEBRA HALE	8/22/2008 4:17:41 PM



Budget Adjustment: 12092

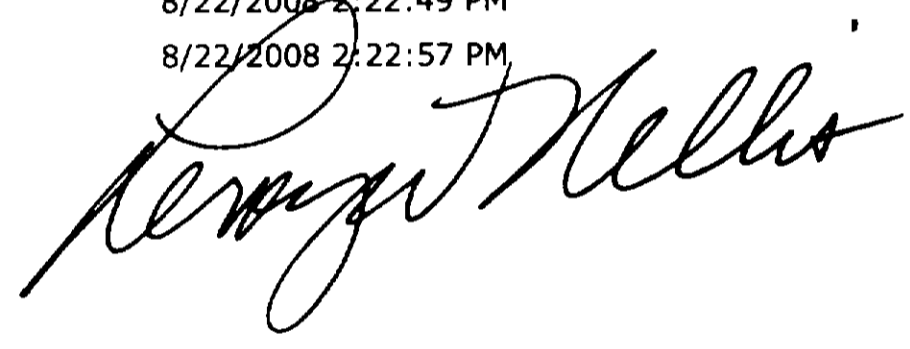
Fyr_ Budget Type: 2008-Reg
 PBO Category: Amendment
 Just: Other

Author: 24 - KERTZ, JOSEPH
 Court Date: Tuesday, Sep 2 2008
 To cover indigent attorney fees in the criminal courts.

Created: 8/20/2008 11:40:39 AM
 Dept: CRIMINAL COURTS

From Account	Acct Desc	Project	Proj Desc	Amount
001-2410-546-0701	REG SALARIES-PERMNT EMPL			3,747
001-2410-546-0801	REG SALARIES-TEMP EMPL			9,374
001-2410-546-1301	REG SALARY-VISITING JUDGE			25,773
001-2410-546-1501	REGULAR PERFORMAMANCE PAY			27,131
001-2410-546-2002	FICA TAX - OASDI			7,404
001-2430-546-2002	FICA TAX - OASDI			2,071
				<hr/>
				75,500
To Account		Project		Amount
001-9496-546-6302	ATTORNEY FEES - CRIMINAL			75,500
				<hr/>
				75,500

Approvals	Dept	Approved By	Date Approved
Originator	24	JOSEPH KERTZ	8/21/2008 4:34:20 PM
DepOffice	24	DEBRA HALE	8/22/2008 2:22:49 PM
DepOfficeTo	24	DEBRA HALE	8/22/2008 2:22:57 PM





PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

August 26, 2008

To: Commissioners Court

From: Katie Petersen Gipson, Planning & Budget Analyst

A handwritten signature in black ink, appearing to read "Katie Petersen Gipson", is written over the printed name.

Re: Salary Savings transfer for end of year purchases

The County Attorney's Office is requesting to use \$61,545 of temporary salary savings to purchase several items that were originally asked for in their FY09 Budget submission. PBO recommended that the office use their salary savings to purchase a new server, a laptop and other various one time needs. This transfer was expected and calculated in their end of year projections and therefore should not effect the ending fund balance. The original PB-4s are included for additional information (Please note due to price increases, the amount requested is slightly larger than the original amount).

PBO recommends this budget transfer to purchase these items.

CC: David Escamilla, County Attorney
Randy Leavitt, County Attorney's Office
James Collins, County Attorney's Office
Amanda Valdes, County Attorney's Office
Rodney Rhoades, PBO
Leroy Nellis, PBO



DAVID A. ESCAMILLA
COUNTY ATTORNEY

RANDY T. LEAVITT
FIRST ASSISTANT

JAMES W. COLLINS
EXECUTIVE ASSISTANT

314 W. 11TH STREET
GRANGER BLDG., SUITE 300
AUSTIN, TEXAS 78701

P.O. BOX 1748
AUSTIN, TEXAS 78767

(512) 854-9415
FAX: (512) 854-9316

August 25, 2008

Katie Peterson
Budget Analyst
Travis County Planning & Budget Office
P. O. Box 1748
Austin, Texas 78767

Re: County Attorney's Office Request for Additional Hardware and Software

Dear Katie:

A budget adjustment request has been submitted to Planning & Budget requesting a transfer from our temporary salary savings into our general account for the purchase of additional hardware and software for the County Attorney's Office.

The purchase of the additional hardware and software is intended to minimize the amount of time business processes would be interrupted in the event that one of the County Attorney's file servers experienced a hardware failure.

The additional hardware and software requests were submitted with our FY09 Budget submission. Enclosed are copies of our packets.

Let us know if we can be of further assistance.

Sincerely,

Randy T. Leavitt
First Assistant County Attorney

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

08 AUG 25 AM 11:31

RECEIVED

RTL/av
Encl.

cc: David Escamilla
James Collins

**FY 2009 BUDGET SUBMISSION
BUDGET REQUEST PROPOSAL**

Name of Budget Request & Priority #:	Document Management Software Upgrade #5
Fund/Office/Division:	1910
Total Amount Requested:	\$7,468
Collaborating Departments/Agencies:	
Contact Information (Name/Phone):	Don Castiglioni / 854-9462

1. Summary Statement: Include one or two sentences to be included in Commissioners Court materials.

Our current document management system uses Microsoft SQL 2000 which will reach end of life for Microsoft support in 2008. We need to upgrade to Microsoft SQL 2005 so that we can continue to have support available from Microsoft, in case problems occur.

2. Description of Request: Describe the request, including current issues and how the request relates to the mission and services provided by the department. Include historical information related to the request where relevant.

Our document management system is used by 110 County Attorney staff members. It enables the staff to quickly locate and retrieve legal documents. Without document management software, the retrieval of these documents would require much more time which would decrease the productivity of our office. Our document management software, called iManage Worksite, runs on a Microsoft 2000 database. Microsoft typically discontinues product support after they reach a certain age, known as "software end of life." Microsoft 2000 is reaching end of life in 2008. We need to upgrade to Microsoft SQL 2005 in order to continue to receive support from Microsoft in case problems occur.

3a. Pros: Describe the arguments in favor of this proposal.

Upgrading our Microsoft SQL software will enable us to continue us to receive support from Microsoft should problems occur.

3b. Cons: Describe the arguments against this proposal.

It is costly to upgrade to the new version of Microsoft SQL server.

4. Anticipated Outcome of Request and Proposed Timeline: Timeline should include the expected dates of results and may extend past FY 09.

Microsoft SQL 2005 could be installed in late 2008. This product will reach end of life in 2013.

5. Description of Program Measurement and Evaluation: Describe how the proposal will be measured and evaluated and if this includes an independent evaluation component. In addition, indicate whether a comparative analysis of similar local programs is available.

There is no way to quantitatively measure the benefits of this proposal.

6a. Performance Measures: List applicable current and new performance measures related to the request and note the changes for FY 09 should this request be implemented.				
Measure Name	Actual FY 07 Measure	Revised FY 08 Measure	Projected FY 09 Measure at Target Level	Projected FY 09 Measure with Added Funding
6b. Impact on Performance: Describe the impact of funding the request on departmental performance measures, service levels, and program outcomes:				
This will help our office function more efficiently.				
7. Impact of Not Funding: Describe the impact of not funding the request in FY 09.				
Our office will function less efficiently.				
8. Leveraged Resources: If proposal leverages other resources such as existing internal resources or grant funding, list and describe impact. If resources from similar existing program(s) will not be reallocated, give reasons and include analysis.				
None.				
9. Additional Revenue: If this proposal generates additional revenue, list the amount and the assumptions used for the estimate. (Attach a copy of the form submitted to the Auditor's Office).				
None.				
10. Collaboration: If this proposal was discussed with other departments/agencies that provide similar or supporting services that could be impacted, describe impact and list the other departments/agencies and their points of contact. Suggest ways all departments/agencies can collaborate to ensure success of the proposal.				
None.				
11.	If requesting a new position(s), is office space currently available? Y/N			
	If no, attach plan from Facilities Mgmt. explaining how to acquire space for this proposal. Identify proposed position location below:			
Building Address		Floor #		
Suite/Office #		Workstation #		

FY 2009 BUDGET SUBMISSION BUDGET REQUEST PROPOSAL
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Name of Budget Request & Priority #:	Reducing file server downtime #6
Fund/Office/Division:	1910/20/30
Total Amount Requested:	\$45,967
Collaborating Departments/Agencies:	
Contact Information (Name/Phone):	Don Castiglioni / 854-9462

- 1. Summary Statement: Include one or two sentences to be included in Commissioners Court materials.**
- This proposal provides for additional hardware and software which is intended to minimize the amount of time business processes would be interrupted in the event that one of the County Attorney file servers experienced a hardware failure.
- 2. Description of Request: Describe the request, including current issues and how the request relates to the mission and services provided by the department. Include historical information related to the request where relevant.**
- Currently, the County Attorney's Office has two Novell file servers and one Microsoft Windows file server. These servers contain critical data and applications used by our office. Currently, the data is backed up to tape each night. In the event that certain types of hardware failure occurred on one of our file servers, it could take more than one day to rebuild a new file server and restore all of the data from backup tape. This would cause a significant interruption in business processes. This proposal provides for the acquisition of additional hardware and software which would allow us to continuously replicate the data contained on our file servers to backup file servers. In the event that one of our active production file servers experiences a critical hardware failure, our staff members' computers could be quickly redirected to the backup file servers and experience very little interruption in their normal business.
- The proposal involves using virtualization technology called VMWare. VMWare is software that allows offices to run multiple file server operating systems on one physical machine. We propose running VMWare on one physical server which will virtually run all three of our current file servers (CATTY4, CALIT1, and CADMS3). CATTY4 and CALIT1 are Novell servers and CADMS3 is our Windows server which has the iManage database. Then we would run VMWare on a second physical server which could also run CATTY4, CALIT1, and CADMS3. If the first physical server fails, VMWare allows the client machines to use the second physical server. This process of failing over to the second physical server occurs quickly. Users should only experience one to three minutes of downtime. This proposal also requires that we purchase an attached storage device which is essentially a box with several hard drives in it. The box has two power supplies, two drive controllers, and redundant hard drives. The two physical servers store all of their data on the attached storage device. The proposal also involves adding additional memory to two of our current Poweredge 2950 file servers so that they would be able to run VMWare and virtualize all three servers mentioned above.
- If this proposal is approved, our office will not need to submit the budget request titled "replacement document management server".

3a. Pros: Describe the arguments in favor of this proposal.

In our current configuration, recovering from a critical file server hardware failure could take a day or longer -- this would be the time required to rebuild a new file server and restore the data from backup tape. Important applications and data would be unavailable to our staff during this time. This proposal will involve continuously replicating the programs and data stored on our current file servers to backup file servers. In the event of serious hardware failure, the backup file servers could be made available to staff members in a very short period of time. Therefore, normal business processes would only be interrupted for a very short period of time.

3b. Cons: Describe the arguments against this proposal.

It is costly to implement this proposal.

4. Anticipated Outcome of Request and Proposed Timeline: Timeline should include the expected dates of results and may extend past FY 09.

Less risk for loss in business productivity.

5. Description of Program Measurement and Evaluation: Describe how the proposal will be measured and evaluated and if this includes an independent evaluation component. In addition, indicate whether a comparative analysis of similar local programs is available.

There is no way to quantitatively measure the benefits of this proposal.

6a. Performance Measures: List applicable current and new performance measures related to the request and note the changes for FY 09 should this request be implemented.

Measure Name	Actual FY 07 Measure	Revised FY 08 Measure	Projected FY 09 Measure at Target Level	Projected FY 09 Measure with Added Funding

6b. Impact on Performance: Describe the impact of funding the request on departmental performance measures, service levels, and program outcomes:

This will help our office function with less risk for loss in productivity.

7. Impact of Not Funding: Describe the impact of not funding the request in FY 09.

Our office will continue to be at risk for a more lengthy period of time during which productivity is lost.

8. Leveraged Resources: If proposal leverages other resources such as existing internal resources or grant funding, list and describe impact. If resources from similar existing program(s) will not be reallocated, give reasons and include analysis.

None.

<p>9. Additional Revenue: If this proposal generates additional revenue, list the amount and the assumptions used for the estimate. (Attach a copy of the form submitted to the Auditor's Office).</p>			
<p>None.</p>			
<p>10. Collaboration: If this proposal was discussed with other departments/agencies that provide similar or supporting services that could be impacted, describe impact and list the other departments/agencies and their points of contact. Suggest ways all departments/agencies can collaborate to ensure success of the proposal.</p>			
<p>ITS could provide assistance with implementation of this proposal. ITS points of contact would be Brett Turcotte and Walter Lagrone.</p>			
<p>11. If requesting a new position(s), is office space currently available? Y/N</p>		<p><input type="checkbox"/></p>	
<p>If no, attach plan from Facilities Mgmt. explaining how to acquire space for this proposal. Identify proposed position location below:</p>			
<p>Building Address</p>		<p>Floor #</p>	
<p>Suite/Office #</p>		<p>Workstation #</p>	

FY 2009 BUDGET SUBMISSION BUDGET REQUEST PROPOSAL
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Name of Budget Request & Priority #:	Laptop for Conference Room #7
Fund/Office/Division:	1910/20/30
Total Amount Requested:	\$3,110
Collaborating Departments/Agencies:	
Contact Information (Name/Phone):	Don Castiglioni / 854-9462

1.	Summary Statement: Include one or two sentences to be included in Commissioners Court materials.
	This proposal provides for a laptop to be used in the third floor conference room in the County Attorney's Office.
2.	Description of Request: Describe the request, including current issues and how the request relates to the mission and services provided by the department. Include historical information related to the request where relevant.
	Currently, the County Attorney's Office has a large screen TV in the third floor conference room of the Granger Building. This TV can be connected to a computer. This proposal involves purchasing a laptop computer which could be locked in the cabinet in the conference room. Inside this cabinet there are cables that could be used to connect the laptop to the TV. To permit network connectivity without unlocking the cabinet, this proposal also involves installing a network wall plate in the cabinet with a Category 5 cable connected to the third floor network switch. Staff members who are conducting meetings in the conference room could use a wireless keyboard and mouse which is connected to the laptop. This would enable staff members to work from a keyboard anywhere in the conference room.
3a.	Pros: Describe the arguments in favor of this proposal.
	This would be useful to our office when conducting meetings. Staff members could make presentations using the large screen TV in the conference without going to a lot of effort to configure a laptop each time they want to use the TV.
3b.	Cons: Describe the arguments against this proposal.
	Instead of buying another laptop, staff members could use their own laptop or borrow a laptop from another staff member and connect it to the large screen TV in the conference room, but this would take extra work each time they want to use the TV with a computer.
4.	Anticipated Outcome of Request and Proposed Timeline: Timeline should include the expected dates of results and may extend past FY 09.
	This laptop could be installed in late 2008 and would be useful for four years until it needs to be replaced.
5.	Description of Program Measurement and Evaluation: Describe how the proposal will be measured and evaluated and if this includes an independent evaluation component. In addition, indicate whether a comparative analysis of similar local programs is available.
	None.

6a. Performance Measures: List applicable current and new performance measures related to the request and note the changes for FY 09 should this request be implemented.				
Measure Name	Actual FY 07 Measure	Revised FY 08 Measure	Projected FY 09 Measure at Target Level	Projected FY 09 Measure with Added Funding
6b. Impact on Performance: Describe the impact of funding the request on departmental performance measures, service levels, and program outcomes:				
It is impossible to quantify how this proposal would impact departmental performance measures.				
7. Impact of Not Funding: Describe the impact of not funding the request in FY 09.				
None.				
8. Leveraged Resources: If proposal leverages other resources such as existing internal resources or grant funding, list and describe impact. If resources from similar existing program(s) will not be reallocated, give reasons and include analysis.				
None.				
9. Additional Revenue: If this proposal generates additional revenue, list the amount and the assumptions used for the estimate. (Attach a copy of the form submitted to the Auditor's Office).				
None.				
10. Collaboration: If this proposal was discussed with other departments/agencies that provide similar or supporting services that could be impacted, describe impact and list the other departments/agencies and their points of contact. Suggest ways all departments/agencies can collaborate to ensure success of the proposal.				
ITS could help install the network wall plate in the conference room cabinet.				
11.	If requesting a new position(s), is office space currently available? Y/N			
	If no, attach plan from Facilities Mgmt. explaining how to acquire space for this proposal. Identify proposed position location below:			
Building Address		Floor #		
Suite/Office #		Workstation #		

Budget Adjustment: 12184

Fyr _ Budget Type: 2008-Reg

Author: 19 - VALDES, AMANDA

Created: 8/24/2008 8:27:15 AM

PBO Category: Transfer

Court Date: Tuesday, Sep 2 2008

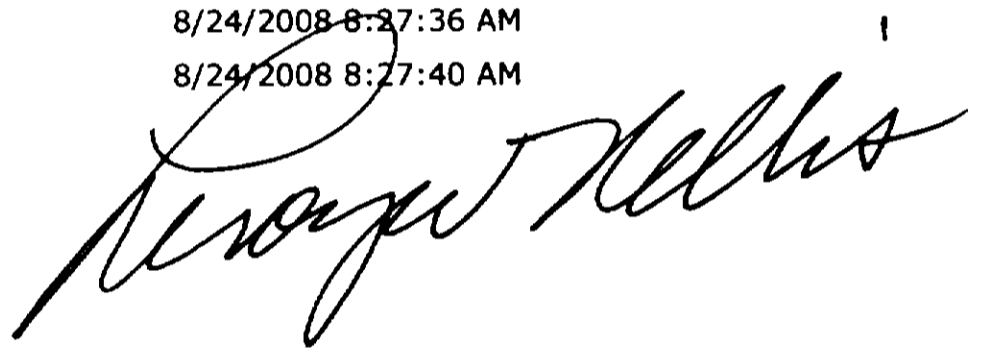
Dept: COUNTY ATTORNEY

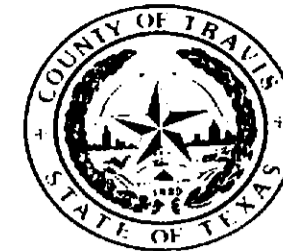
Just: Other

Transfer of funds from salary savings to purchase additional hardware and software for the County Attorney's Office.

From Account	Acct Desc	Project	Proj Desc	Amount
001-1910-541-0701	REG SALARIES-PERMNT EMPL			61,545
				61,545
To Account		Project		Amount
001-1910-541-3001	OFFICE EQUIP,FURN, & SUPP			9,035
001-1910-541-3002	SOFTWARE			10,048
001-1910-541-5002	MAINTENANCE AGREEMENTS-DP			10,899
001-1910-541-6099	OTHER PURCHASED SERVICES			9,937
001-1910-541-8001	OFFICE EQUIP & FURNITURE			11,390
001-1910-541-8002	SOFTWARE			10,236
				61,545

Approvals	Dept	Approved By	Date Approved
Originator	19	AMANDA VALDES	8/24/2008 8:27:36 AM
DepOffice	19	AMANDA VALDES	8/24/2008 8:27:40 AM





PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Linda Moore-Smith

FROM: Rodney Rhoades

A handwritten signature in black ink, appearing to read "Rodney Rhoades", written over the printed name.

DATE: August 26, 2008

SUBJECT: Salary Equity Adjustments

I am requesting salary equity adjustments to be placed on the September 2nd Commissioners Court routine personnel adjustment for Diana Ramirez, Travis Gatlin and Bill Derryberry. I am requesting a 5% adjustment for Diana and Travis and an adjustment to 10% of mid-point, slightly more than 3% for Bill.

Each of these employees has shown exemplary skills and qualifications over the last year. They have been willing to take on new and additional responsibilities which I believe merits such an adjustment. Diana was instrumental in the development of the Executive Summary and Capital Improvement process. Travis has worked tirelessly on compensation, retiree benefits, and other HR related matters as well as HHS and Juvenile issues. Bill has been a critical link in working with the Sheriff on Building 12 staffing, patrol issues and in other areas.

As you can see, these three individuals are extremely important staff members. I believe their efforts and work product merit such increases. We have permanent salary savings to fund the majority of the cost and we have prepared an internal budget adjustment for the balance \$1,639 that would be required to cover the full costs.

Please let me know if you have any questions regarding the attached information. I am happy to meet with you individually at your convenience.

Rodney Rhoades
Executive Manager, Planning and Budget

CC: Leroy Nellis
Jessica Rio

Budget Adjustment: 12192

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

Author: 9 - BROUSSARD, CHRISTOPHER
Court Date: None
Move funds from temporary salaries to regular salaries to pay for equity related salary increases.

Created: 8/25/2008 10:22:18 AM
Dept: PLANNING AND BUDGET

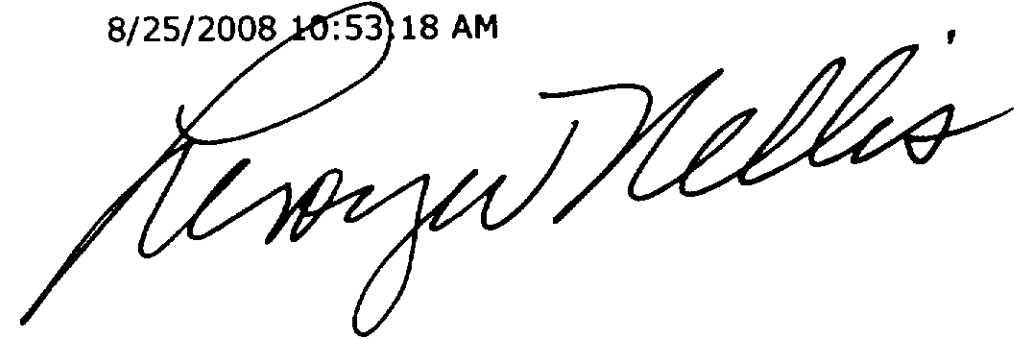
From Account	Acct Desc	Project	Proj Desc	Amount
001-0901-519-0801	REG SALARIES-TEMP EMPL			1,639
				1,639
To Account		Project		Amount
001-0900-519-0701	REG SALARIES-PERMNT EMPL			1,639
				1,639

Approvals
Originator

Dept
9

Approved By
CHRISTOPHER BROUSSARD

Date Approved
8/25/2008 10:53:18 AM



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

Amount	Dept Transferred Into	Date	Explanation
\$4,254,933			Beginning Balance
(\$9,414)	Facilities	10/2/07	Lease Contracts, Drug Court and Parking
(\$350,000)	TNR	10/10/07	Eastside Service Center
(\$20,000)	Records Management	10/16/07	Partial Use of Secure Shredding Earmark
(\$10,000)	Records Management	10/16/07	Partial Use of Internet Live Streaming Earmark
(\$32,879)	Constable Pct. 2	11/6/07	IT & Office Equipment & Furniture
(\$5,400)	Medical Examiner	11/8/07	Parking Leases
(\$36,000)	County Attorney	11/13/07	Legal Services - Hamilton Pool
(\$35,000)	Facilities	11/27/07	Earnest money for Building Purchase
(\$160,000)	TNR	11/30/07	Park Rangers Mobile Data Computers
(\$19,900)	EMS	12/11/07	Line Item Correction
(\$1,796)	Constable Pct. 1	1/15/08	POPS Promotion
(\$25,000)	TNR	2/12/08	Envision Central Texas
(\$802,500)	Facilities	2/19/08	Purchase Bldg 5335 Airport Blvd.
(\$5,520)	PBO	3/11/08	Executive Manager Recruitment
(\$2,000)	Records Management	4/8/08	Partial Use of Internet Live Streaming Earmark
(\$34,620)	General Admin	4/15/08	Travis Central Appraisal 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
(\$175,008)	ITS	8/19/08	Replacement Unisys System
(\$10,000)	TNR	8/26/08	Legal cost - BFI case
(\$15,000)	TNR	8/26/08	Legal cost - Waste Management case
\$2,584,945	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)
\$776,020	Remaining Allocated Reserve Balance After Possible Future Expenditures

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

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

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		

19

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

RECEIVED

08 AUG 27 AM 8:46

Please consider the following item for:
9-2-08

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 application to the Office of Governor of Texas, Criminal Justice Division for the Sheriff's Office to upgrade and enhance their Internal Affairs Section.
- b) Approve grant contract with the Texas Secretary of State for a Help America Vote Act grant from the County Clerk's Office which will provide additional reimbursement for improved polling facilities.
- c) Approve grant contract with the Texas Secretary of State for a Help America Vote Act grant from the County Clerk's Office which will provide additional reimbursement for improving polling facilities for individuals with disabilities.
- d) Approve grant contract with the Texas Secretary of State for a Help America Vote Act grant from the County Clerk's Office which will provide additional reimbursement for improved voting equipment expenditures.
- e) Approve grant contract with the Texas Department of Transportation for the Sheriff's Office to provide funding for overtime for additional enforcement efforts to target speeding and DWI.
- f) Approve grant contract with the Governor's Office Criminal Justice Division, Juvenile Accountability Block Grant, for Juvenile Probation to enhance the department's existing Drug Court Program.
- g) Approve grant contract with the Office of the Attorney General for Travis County to implement the Integrated Child Support System (ICSS) in Juvenile Probation, Domestic Relations Office, to monitor and enforce compliance with all new child and medical support orders.
- h) Ratify request to Governor's Office, Criminal Justice Division, for extension of a Family Violence Accelerated Prosecution Program Grant in the County Attorney office.

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

9/2/2008

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 37	Internal Affairs Software Upgrade	9/1/2008 - 5/31/2008	\$50,000				1	10
Contracts								
b 20	Help America Vote Act making Polling Places Accessible	1/1/2005 - 12/31/2008	\$7,500				1	30
c 20	Help America Vote Act Provide the Same Opportunity for Access and Participation to Individuals with Disabilities	1/1/2005 - 12/31/2008	\$2,000				1	35
d 20	Help America Vote Act Grant Texas Election Administration Management "TEAM" Compatibility Grant Award Agreement	1/1/2005 - 12/31/2008	\$15,000				1	40
e 37	TXDOT Selective Traffic Enforcement Program - FY 2009 STEP Wave	10/1/2008 - 9/30/2009	\$19,997	\$3,816			1	45
f 45	Juvenile Accountability Block Grant (JABG)-Discretionary Funds Drug Court/In-Home Family Services Grant	9/1/2008 - 8/31/2009	\$117,500	\$13,100	0.25		1	51

g	45	Integrated Child Support Cooperative Agreement	7/1/2008 - 8/31/2009	\$154,322	1	80
Status Report						
h	19	Family Violence Accelerated Prosecution Program	9/1/2007 - 11/30/2008	\$90,837	2	162

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
37	SCATTF - Sheriff's Combined Auto Theft Task Force	\$	655,094	\$315,608	12	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
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	\$61,281		0.05	8/12/2008
Total Outstanding		\$ 57,487,301	\$ 2,673,512	\$65,000	48.30

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

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

45	Access and Visitation	\$56,958	\$5,696				
49	Travis Co. East Metropolitan Park, TPWD Project #50-00338-Amendment	\$500,000	\$500,000				2/26/2008
49	Northridge Acres Non-Border Colonia Fund Application Non-Border Colonia Fund, Texas Community Development Program, Office of Rural Community Affairs	\$250,000	\$139,980				3/4/2008
58	SVCI (Seniors and Volunteers for Childhood Immunization)	\$8,424				0.25	4/8/2008
17	Manor Historic Resources Survey	\$6,000	\$3,000		\$1,000		4/8/2008
45	National School Lunch Program/School Breakfast Program	\$240,000					4/15/2008
45	Global Youth Services Day Mini Grant	\$400					4/15/2008
58	Retired and Seniors Volunteer Program (RSVP)	\$23,800	\$23,800				4/22/2008
45	USDA School Commodities Program	\$11,665					5/20/2008
12	SAVNS Statewide Automated Victim Notification Service	\$25,817					5/20/2008
49	Hazard Mitigation Grant - Thoroughbred Farms Buyout, DR-1697-007 (original was to DR-1709)	\$588,307	\$196,102				6/10/2008
59	2006 Law Enforcement Terrorism Planning Program Grant	\$20,000					6/10/2008
58	LIHEAP Weatherization Assistance Program	\$175,646					6/24/2008
58	DOE Weatherization Assistance Program	\$132,808					6/24/2008
58	Oncor Project				\$35,896		7/15/2008
37	SCATTF - Sheriff's Combined Auto Theft Task Force	\$591,236	\$303,856			12	7/15/2008
23	Title IV-E	\$1,572,446					8/5/2008
55	Travis County Mental Health Public Defenders Office	\$375,000	\$250,000			8	8/12/2008
55	Offender Workforce Development Specialist Training Program	\$25,000					8/12/2008
58	Title IV-E Child Welfare Services	\$78,709					8/12/2008
45	Access and Visitation	\$52,248	\$5,540				8/12/2008

22	Drug Court (State) Program	\$84,420			8/12/2008
58	Comprehensive Energy Assistance Program	\$725,014			8/19/2008
58	AmeriCorps	\$230,020	\$225,977	16	8/26/2008
45	Juvenile Accountability Block Grant (JABG)-Local Funds-Juvenile Assessment Center Grant	\$80,889	\$8,988		8/26/2008
49	FY08 HCP Land Acquisition Assistance	\$5,250,000	\$1,750,000	8	8/26/2008
		<u>\$21,117,523</u>	<u>\$5,385,226</u>		
			\$	14,837	

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		\$ 2,088,021			5/6/2008
	3					
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

Name of Dept Grant	Original Grant Amount	Original County Match	Continuation Amount Total	Total FTEs	Cm. Ct. Original Approval Date	Cm. Ct. Approval Date for Continuation
45 Juvenile Accountability Block Grant (JABG)-Local Funds-Juvenile Assessment Center Grant	\$ 80,943	\$ 8,994		1		6/24/2008
22 Drug Court Program			\$ 84,420	1		8/19/2008
Total Outstanding	\$ 80,943	\$ 8,994	\$ 84,420	2.00		

GRANT SUMMARY SHEET

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

Department/Division:	Sheriff's Office
Contact Person:	Karen Maxwell
Title:	Planner
Phone Number:	854-7508

Grant Title:	Internal Affairs Software Upgrade			
Grant Period:	From:	09/01/2008	To:	05/31/2008
Grantor:	Office of Governor of Texas, Criminal Justice Division			

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:						
Operating:						0
Capital Equipment:		50,000				50,000
Indirect Costs:						0
Total:	0	50,000	0	0	0	50,000
FTEs:						0.00

Performance Measures	Progress To Date:				Projected FY 09 Measure
	12/31/07	3/31/08	6/31/08	9/30/08	
Applicable Dept. Measures					
Measures For Grant					
Replace IA Database Software					Yes
Convert existing data into new system					Yes
Train staff on new system					7

Auditor's Office Contract Approval: <input checked="" 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 goal of this proposal is to upgrade and enhance the Internal Affairs Section of the Travis County Sheriff's Office by utilizing contemporary technology to replace outdated and inefficient database software.

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

None

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

No match required.

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

N/A

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

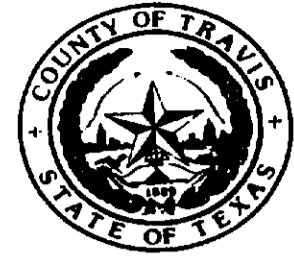
N/A

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

Having a technologically advanced internal affairs section capable of efficiently investigating citizen concerns regarding the Sheriff's Office is in the best interests of both our agency and the County.

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 Travis County Sheriff's Office has a long history of serving the citizens of Travis County and the agency in order to maintain and encourage ethical and responsible employees. This software upgrade would provide additional efficiency in record-keeping and tracking and would provide new abilities to take a proactive stance in monitoring behavior trends.



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of the Commissioners Court

FROM: Bill Derryberry, Senior Planning and Budget Analyst *Bill Derryberry*

DATE: August 21, 2008

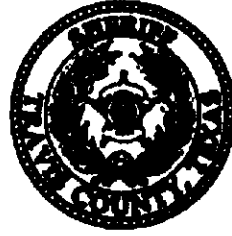
SUBJECT: 2008 Office of the Governor of Texas Criminal Justice Division (OGCJD)
Internal Affairs Software Upgrade (IASU) Grant Application

The attached 2008 IASU grant application from the Travis County Sheriff's Office (TCSO) is for \$50,000, from the OGCJD for replacement of the Sheriff's Office Internal Affairs existing two databases from 1995, into one consolidated system using current technology. Please see the attached memo and documents from the Sheriff's Office for additional information.

This grant application is for a total of \$50,000 for the software, necessary hardware, data conversion and technical training and support for initial implementation of the new system. TCSO has indicated that they have coordinated planning with ITS for the IASU and they will fund any ongoing licensing and/or maintenance costs for this software. There is no grant match requirement for this request. This is a one-time grant award with no match or financial obligation required of the County.

PBO concurs with this grant application.

Cc: Sheriff Greg Hamilton
Jim Sylvester, Chief Deputy Sheriff
Steve Jones, Sergeant - Internal Affairs Division, TCSO
Michael Hemby, Planning Manager, TCSO
Karen Maxwell, Research Analyst, TCSO
Bill Campbell, Financial Manager, TCSO
Rodney Rhoades, Executive Manager, PBO
Leroy Nellis, Budget Manager, PBO



GREG HAMILTON

TRAVIS COUNTY SHERIFF

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

JAMES N. SYLVESTER
Chief Deputy

DAVID BALAGIA
Major - Corrections

SCOTT BURROUGHS
Major - Law Enforcement

DARREN LONG
Major - Administration & Support

August 14, 2008

MEMORANDUM

TO: Honorable Sam Biscoe, County Judge
Honorable Ron Davis, Commissioner, Precinct 1
Honorable Sarah Eckhardt, Commissioner, Precinct 2
Honorable Gerald Daugherty, Commissioner, Precinct 3
Honorable Margaret Gómez, Commissioner, Precinct 4

FROM: Karen Maxwell, Research and Planning 

SUBJECT: Office of the Governor of Texas, Criminal Justice Division Grant to Upgrade and Enhance Internal Affairs Software

We are asking the Court's support and approval in granting our office the authority to submit an electronic filing (eGrant) with the Office of the Governor of Texas, Criminal Justice Division, for a grant to upgrade our internal affairs case management software and merge data from two existing databases into one consolidated system which will allow for several enhancements, including more efficient use and maintenance, an early warning notification process, detailed statistical case information, and a computerized tracking system to monitor investigations through the chain of command review process.

Currently the TCSO Internal Affairs division is forced to maintain case information in two different database systems that cannot be merged. This configuration greatly limits our agency's ability to efficiently reference case information or maintain accurate, searchable statistics. Additionally, our current outdated system, which was purchased in 1995, does not provide us the opportunity to efficiently track and monitor cases throughout the review process, or to take a proactive stance and be vigilant against problem behaviors.

This project would involve the purchase of software, hardware if necessary, data conversion of the old information into the new system, and any technical training and support needed for initial implementation. Given the nature of the project, we have already engaged ITS in planning and discussion. We have limited capabilities with our

current software and believe that by upgrading to a new system, information would be available for analysis and use by management.

Your support and approval to submit the electronic grant application is appreciated. Certainly we all recognize the importance of maintaining ethics and standards for each of our members, and an effective and efficient internal affairs section is critical to our ability to police ourselves and be responsive to any concerns the public might bring forward regarding such matters.

Please do not hesitate to call me at extension 47508 if you have any questions or comments.

xc: Michael Hemby, R&P Manager
File

Agency Name: Travis County
Grant/App: 2088001 **Start Date:** 9/1/2008 **End Date:** 5/31/2009

Project Title: Internal Affairs Software Upgrade
Status: Application Pending Submission

Profile Information

Introduction

The **Profile Details** section collects information about your organization such as the name of your agency and project title, the geographic area your project will serve and information about your grant officials.

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for CJD to review. This can be done by typing in the **Notes By Grantee / CJD** message box.

Email Addresses & Grant Officials Information

Designating Grant Officials Within your Application:

Enter a valid and unique email address for each grant official and click the **Verify Email and Set Official to the Project** button. If you receive an error message regarding an email address, the grant official you are trying to assign to the project has not registered for a user account in eGrants. Please inform the agency's grant official or designee that they must log in to the [eGrants Home Page](#), and register for a user account. If you need technical assistance, please contact the [eGrants Help Desk](#) by email.

Updating Grant Officials on Active Grants:

To reassign a grant official - **Authorized Official, Financial Officer, Project Director, or Grant Writer** - to your grant project, ensure that the new official registers for a user account in eGrants *first*. Next, go to the Request.Adjustment tab and check the box indicating you would like to Designate a New Grant Official, provide a brief explanation for the change in the Grant Adjustment Justification box, and then click the 'Create Adjustment Request' button. This will open the Profile.Details tab allowing you to make the appropriate changes. After you have entered a valid email address for the new Official, go to the Certify.Adjustment tab and click on the 'Certify Adjustment' button to send your request to CJD for review. If your organization is designating a new Authorized Official, check your records to see if a revised Resolution is required. Upload the approved Resolution to your grant project on the 'Summary / Upload Files' sub-tab. If you need technical assistance, please contact the [eGrants Help Desk](#) by email.

Applicant Agency Name: Travis County
Project Title: Internal Affairs Software Upgrade
Division or Unit to Administer the Project: Travis County Sheriff's Office
Address Line 1: PO Box 1748
Address Line 2:
City/State/Zip: Austin Texas 78767
Payment Address Line 1: PO Box 1748
Payment Address Line 2:
Payment City/State/Zip: Austin Texas 78767
Start Date: 9/1/2008
End Date: 5/31/2009

Regional Council of Governments(COG) within the Project's Impact Area: Capital Area Council of Governments

Headquarter County: Travis

Counties within Project's Impact Area: Travis

Grant Officials:

Authorized Official

User Name: Samuel Biscoe
Email: sam.biscoe@co.travis.tx.us
Address 1: Post Office Box 1748
Address 1:
City: Austin, Texas 78767
Phone: 512-854-9555 Other Phone:
Fax: 512-854-9535
Agency:
Title: The Honorable
Salutation: Judge

Financial Official

User Name: Susan Spataro
Email: susan.spataro@co.travis.tx.us
Address 1: P.O. Box 1748
Address 1:
City: Austin, Texas 78767
Phone: 512-854-9125 Other Phone:
Fax: 512-854-6640
Agency:
Title: Ms.
Salutation: Ms.

Project Director

User Name: Michael Hemby
Email: michael.hemby@co.travis.tx.us
Address 1: PO Box 1748
Address 1: Attn: Research and Planning
City: Austin, Texas 78767
Phone: 512-854-4924 Other Phone: 512-423-8307
Fax: 512-854-3289
Agency:
Title: Mr.
Salutation: Mr.

Grant Writer

User Name: Karen Maxwell
Email: karen.maxwell@co.travis.tx.us
Address 1: PO Box 1748
Address 1:
City: Austin, Texas 78767
Phone: 512-854-7508 Other Phone:
Fax: 512-854-9772
Agency:
Title: Ms.
Salutation: Ms.

Grant Vendor Information

Introduction

The **Grant Vendor** section of the application collects grant payment information for your organization. The following items will be auto-filled from previous data you supplied in eGrants: Organization Type, State Payee Identification Number, and Data Universal Numbering System (DUNS) identifier (if applicable).

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

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Direct Deposit

In order to receive payments from CJD, complete the Vendor Direct Deposit Authorization and Application for Payee Identification Number forms which can be downloaded from the Texas Comptroller's [website](https://fm.xcpa.state.tx.us/fm/forms/index.php) at <https://fm.xcpa.state.tx.us/fm/forms/index.php> and Form W-9 which can be downloaded from the Internal Revenue Services' [website](http://www.irs.gov/) at <http://www.irs.gov/>. Send these completed and signed forms to the Office of the Governor, Financial Services Division, Post Office Box 12428, Austin, Texas 78711.

Organization Type: County
Organization Option: applying to provide services to all others

Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 450588607
Data Universal Numbering System (DUNS):
Payment Address Line 1: PO Box 1748
Payment Address Line 2:
Payment City/State/Zip: Austin Texas 78767

Narrative Information

Introduction

The **Narrative** section is the description of your project. It is important that the information you provide about your project is clear and as concise as possible.

Note: All applicants must certify to the eligibility requirements specific to the fund source. The minimum requirements to complete this page are the **Program Requirements, Problem Statement, Supporting Data, Goal Statement, and Project Summary** sections. We recommend that you complete any sections applicable to your project to assist in the application review process.

Click on the **Save and Continue** button at any time to **save** the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

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Primary Mission and Purpose

The purpose of the Justice Assistance Grant (JAG) Program is to prevent and control crime and make improvements to the criminal justice system.

Funding Levels

The anticipated funding levels for the Justice Assistance Grant program are as follows:

- Minimum Award - None
- Maximum Award - None
- The Justice Assistance Grant program does not require a grantee to provide matching funds.

For more information regarding grantee match, please click on the **Budget** tab, and then click on the **Source of Match** tab in eGrants.

Note: If you voluntarily include matching funds that exceed the minimum match requirement, you will be held to that amount throughout the grant period.

Program Requirements

Note: The requirements for this fund source are subject to change pursuant to actions of the U.S. Congress.

Preferences – Preference will be given to projects that perform the following activities:

1. Increase the presence of law enforcement along the Texas-Mexico Border and other ports-of-entry.
2. Target statistically supported areas of violent crime.
3. Promote the use of interlocal agreements (*Texas Government Code, Chapter 791*) to target statistically identified major threats to a specified geographical area.
4. Promote intelligence sharing, crime reporting and communication.
5. Provide law enforcement equipment to jurisdictions that were not eligible for direct funding from the Bureau of Justice Assistance under the Justice Assistance Grant Program.

Program Areas

Applicant assures that its proposed project meets at least one of the following Program Areas to be eligible for funding:

Law Enforcement – Supports state and local law enforcement agencies that address violent crime or statistically supported major crime initiatives at the local level.

Note: Law enforcement agencies applying for equipment only or agencies applying to provide law enforcement training must apply under this program area unless they are seeking to purchase or enhance technology.

Prosecution and Court – Programs that improve the prosecution of serious and violent crimes, including those that reduce the time from arrest to disposition.

Technology – Programs that implement or expand a law enforcement agency's ability to report and analyze crime. Applicant assures that any criminal intelligence databases developed under this program will comply with 28 CFR Part 23.

Drug Treatment – Programs that target substance abuse treatment for juveniles or adults who have been court ordered to participate, including drug courts and projects that serve as alternatives to incarceration.

Drug Treatment Projects

Projects that target substance abuse treatment for juveniles or adults under the **Drug Treatment** program area (as defined above), are required to complete the following information:

Note: If this program area is not applicable, please continue to the Drug Court Type item, and then select 'N/A' for all of the items in the drug court projects section. After selecting 'N/A', continue to the 'Program Income' item.

Mandatory Drug Courts – Pursuant to Texas Health and Safety Code §469.006, counties with a population of more than 200,000 are required to establish a drug court. Applicants from these counties must also apply to the federal government for any funds available to pay the costs of the program. A county with a population of 200,000 or more that does not establish and maintain a drug court program is ineligible to receive state funds for a community supervision and corrections department, and grants for substance abuse treatment programs administered by the Governor's Criminal Justice Division.

Ten Key Components – The drug court will incorporate the following ten (10) essential characteristics of drug courts noted below and codified in Texas Health and Safety Code §469.001:

Integration of Services – The integration between alcohol and other drug treatment services in the processing of cases in the judicial system.

Non-Adversarial Approach – The use of a non-adversarial approach involving prosecutors and defense attorneys to promote public safety and to protect the due process rights of program participants.

Prompt Placement – Early identification and prompt placement of eligible participants in the program.

Access – Access to a continuum of alcohol, drug, and other related treatment and rehabilitative services.

Abstinence Monitoring – Monitoring of abstinence through weekly alcohol and other drug testing.

Compliance Strategy – A coordinated strategy to govern program responses to participants' compliance.

Judicial Interaction – Ongoing judicial interaction with program participants.

Evaluation – Monitoring and evaluation of program goals and effectiveness.

Education – Continuing interdisciplinary education to promote effective program planning, implementation, and operations.

Partnerships – Development of partnerships with public agencies and community organizations.

Observation – The drug court team (judge, prosecutor, defense counsel, treatment provider, supervision officer, court coordinator, etc.) of a new program must observe at least one drug court staffing session and hearing prior to program implementation.

Policies and Procedures – The drug court will develop and maintain written policies and procedures for the operation of the program.

Information Sharing - The applicant will submit a copy of any project evaluations, evaluation plans, recidivism studies, or related reports that are completed during the grant period to CJD.

Drug Court Date - If the Drug Court is already in operation, provide the date that this Drug Court was established. If this is not applicable, go to the next question.

Enter the date [mm/dd/yyyy]:

Drug Court Type

- Adult - Programs serving adults (either pre-adjudication, post-adjudication, or reentry).
- Family - Programs serving parents who enter the drug court in relation to suits affecting the parent-child relationship, including child welfare / CPS cases, child support cases, or other civil matters.
- Juvenile - Programs serving juveniles (either pre-adjudication, post-adjudication, or reentry).

Select the type of drug court that will be operated:

- Adult
- Family
- Juvenile
- N/A

General Approaches

- Pre-adjudication - The defendant is diverted to the treatment program in lieu of prosecution before charges are filed or before final case.
- Post-adjudication - The drug offender begins the drug court program after entering a plea of guilty or nolo contendere or having been found guilty, often as a condition of probation.
- Reentry - Offenders completing sentences of incarceration or lengthy terms of residential treatment are ordered into the treatment program to facilitate their transition and reintegration into society.
- Civil - Participants enter the drug court program in relation to suits affecting the parent-child relationship, child welfare / CPS cases, child support cases, or other civil matters.

Select the **general approach(es)** this drug court will follow below.

Select all that apply:

- Pre-adjudication
- Post-adjudication
- Reentry
- Civil
- N/A

Will the drug court include **DWI offenders**?

Select the appropriate response:

- Yes
- No
- N/A

Presiding Judge - The presiding judge of a drug court funded with Drug Court funds must be an active judge holding elective office or a magistrate appointed pursuant to Texas Government Code, Chapter 54, Subchapter GG. Is the presiding judge of the drug court an active judge holding elective office or a properly appointed magistrate?

Select the appropriate response:

- Yes
- No
- N/A

Has the drug court ever applied for **federal funding**?

Select the appropriate response:

- Yes
- No
- N/A

Has the drug court ever received **federal funding**?

Select the appropriate response:

- Yes
- No
- N/A

If you selected **Yes** above, provide the federal award amount, grant period [mm/dd/yyyy to mm/dd/yyyy], and explain how CJD funds will be used to support or expand the project and not replace existing funds.

Enter the federal funding description:

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income to CJD through a formal grant adjustment and to secure CJD approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after CJD's approval of a grant adjustment and prior to requesting reimbursement of CJD funds.

Deduction Method – Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless CJD authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the CJD award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures – Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Uniform Crime Reporting

Applicant assures that they are current and will maintain timely reporting of required crime data to the Texas Department of Public Safety, have been current for the three previous years, and will continue reporting throughout the grant period.

Criminal History Reporting

Applicant assures that they are currently reporting and will maintain timely reporting of all information required under the *Texas Code of Criminal Procedure, Chapter 60*.

Constitutional Compliance

Applicant assures that they will engage in no activity that violates Constitutional law including profiling based upon race.

Information Systems

Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model.

Civil Rights Liaison

Applicants must designate a civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Linda Moore Smith

Enter the Address for the Civil Rights Liaison:

1010 Lavaca Austin, TX 78701

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999]:

(512) 854-9165

Certification

Each applicant agency will certify to the specific criteria detailed above under **Program Requirements** to be eligible for funding under the Justice Assistance Grant Program Solicitation.

I certify to all of the above eligibility requirements.

Problem Statement:

Please provide a detailed account in the Problem Statement section of the existing issues your project will target. Enter your problem statement:

The Travis County Sheriff's Office (TCSO) Internal Affairs Division is responsible for investigating all allegations of misuse or inappropriate conduct by employees of the TCSO. Reports may come from internal sources or from the public. Investigators interview and take statements, conduct investigations, request written reports from employees and supervisors, make written reports on findings, and route these comprehensive reports through a chain-of-command review and recommendation process. All of this must be documented. Currently the TCSO Internal Affairs division is forced to maintain case information in two different database systems that cannot be merged. This configuration greatly limits our agency's ability to be proactive and vigilant in monitoring behavior and trends that might indicate problem performance. We currently have no means to receive early warning notifications which would provide us the opportunity to identify those with problems before they become problems themselves. Tracking of current cases throughout the chain-of-command review process is currently handled manually, which is time-consuming and leaves opportunity for cases to stretch out longer than necessary in some cases. This project would involve the purchase of software, hardware if necessary, data conversion of the old information into the new system, and any technical training and support needed for initial implementation. The purpose of the new software would be to maintain the agency's internal affairs database, provide early warning notifications, provide detailed statistical case information, and to document and track investigations through the chain of command review process. We have limited capabilities with our current software and believe that by upgrading to a new system, we could better operate and be more accountable for the investigations.

Supporting Data:

Provide as much supporting data, to include baseline statistics and the sources of your data, which are pertinent to where the grant project is located and/or targeted. Do not use statewide data for a local problem or national data for a statewide problem. Enter your supporting data:

Internal Affairs currently maintains two databases which cannot be merged and which contain a combined 2,460 cases to date. Multiple recordkeeping systems provide an inefficient method, one that this project would address. Additionally, investigators average approximately 90 new cases per year, with an average of 16 cases being tracked at any given time through the review process over a 60 day window.

Community Plan:

For projects that have a local or regional impact target area, provide information regarding the community plan need(s) that your project will address. Enter your community planning needs:

TCSO does participate in community planning. This project will enhance the Sheriff's Office ability to efficiently respond to community concerns regarding our agency and staff.

Goal Statement:

Provide a brief description of the overall goals and objectives for this project. Enter a description for the overall goals and objectives:

There is technology available now that we did not have access to in the past, that will allow us to combine the multiple database systems we must currently maintain and reference. By replacing outdated software technology, we can operate more efficiently and can be more accountable for the investigations that the TCSO Internal Affairs section is responsible for.

Cooperative Working Agreement (CWA):

When a grantee intends to carry out a grant project through cooperating or participating with one or more outside organizations, the grantee must obtain authorized approval signatures on the cooperative working agreement (CWA) from each participating organization. Grantees must maintain on file a signed copy of all cooperative working agreements, and they must submit to CJD a list of each participating organization and a description of the purpose of each CWA. Cooperative working agreements do not involve an exchange of funds.

For this project, provide the name of the participating organization(s) and a brief description of the purpose(s) for the CWA(s). You should only provide information here that this project's successful operation is contingent on for the named service or participation from the outside organization.

Note: A Sample CWA is available [here](#) for your convenience.

Enter your cooperating working agreement(s):

N/A

Continuation Projects:

For continuation projects only, if your current or previous year's project is NOT on schedule in accomplishing the stated objectives, briefly describe the major obstacles preventing your organization from successfully reaching the project objectives as stated within your previous grant application. (Data may be calculated on a pro-rated basis depending on how long the current or previous year's project has been operating.)

Enter your current grant's progress:

N/A

Project Summary:

Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request. Enter your summary statement for this project:

Currently the TCSO Internal Affairs division is forced to maintain case information in two different database systems that cannot be merged. This configuration greatly limits our agency's ability to efficiently reference case information or maintain accurate, searchable statistics. Additionally, our current outdated system does not provide us the opportunity to efficiently track and monitor cases throughout the review process, or to take a proactive stance and be vigilant against problem behaviors. This project would involve the purchase of software, hardware if necessary, data conversion of the old information into the new system, and any technical training and support needed for initial implementation. The purpose of the new software would be to maintain the agency's internal affairs database, provide early warning notifications, provide detailed statistical case information, and to document and track investigations through the chain of command review process. We have limited capabilities with our current software and believe that by upgrading to a new system, we could better operate and be more accountable for the investigations.

Project Activities Information

Introduction

The **Project Activities** section of the application gathers information about the type of activities your project will incorporate.

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for CJD to review. This can be done by typing in the **Notes By Grantee / CJD** message box.

Reserved

This section left intentionally blank.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Training and Technology	100.00	Merge data from two existing databases into one consolidated system for more efficient use and maintenance, establish protocols for an Early Warning notification process through the new database system, provide detailed statistical case information, and establish a computerized tracking system to monitor investigations through the chain of command review process.

Geographic Area:

Travis County, Texas

Target Audience:

Citizens of Travis County who contact the Travis County Sheriff's Office Internal Affairs Division, and Staff employed by the Travis County Sheriff's Office

Gender:

Both Male and Female

Ages:

Typically adults

Special Characteristics:

Employees of Travis County Sheriff's Office

Measures Information

Introduction

The **Project Measures** section of the application collects data to track the performance of your proposed project toward its stated objectives. Output measures demonstrate the level of activity of a project. Outcome measures demonstrate the impact of a project in a targeted area, reflecting the extent to which the goals and objectives of the project have been achieved. Output and outcome measures displayed on this page correspond to activities selected or created on the **Activities** page.

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Reserved

This section left intentionally blank.

Objective Output Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Number of professionals trained (does not include program staff).	0	7
Number of training events provided.	0	1
Number of training hours.		

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
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Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
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Number of professionals with increased knowledge.	0	7
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Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
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Budget Details Information

Introduction

This **Budget** section of your application details budget line items for your proposed project. To create a new budget line item, click on the icon in the **New Budget Item** column. You will be directed to a different area on this page to make selections specific to the budget category. After making your selection, write a brief description of the line item in the **Expenditure Description** box and enter the amount of CJD funds, Cash Match, and if applicable, In Kind Match in the areas provided. In the percentage box, you can enter a percentage for Personnel or number of items to be purchased for Supplies and/or Equipment. When you have finished, click on the **Add New Budget Line Item** button. Repeat this process for each budget line item needed in each budget category. If you need to edit your entries, click on the '+' icon to expand the budget grid. You will notice that a *pencil* icon will display after expanding the grid. Click on the *pencil* icon to be directed to the editing section on this page and follow the instructions in this area to complete your edits.

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

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Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Contractual and Professional Services	Data Processing, Web Site, and/or Programming Services	converting existing data into the new database, providing training and technical support to users during implementation	\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00	0
Equipment	Specialized Computer Software	Internal Affairs software for maintaining, monitoring and tracking case information	\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00	

Source of Match Information

Introduction

The **Source of Match** section of your application collects information regarding the source and amount of **Cash Match** and **In Kind Match**. Please enter the description and amounts of match in the spaces provided below and select whether the item is 'Cash Match' or 'In-Kind Match'. After entering an item click on the **Add New Item** button. When an item has been added, it will appear in the 'Edit the Source(s) of Match Reported' table. You may edit each of the items added to this table by clicking on the 'pencil' icon. If you edited an item in the table, click on the 'diskette' icon to save your edited entries.

For further information regarding matching funds refer to 1 TAC, §3.3; for program income refer to 1 TAC, §3.73 and §3.87.

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

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Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
-------------	------------	--------

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00
Equipment	\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00

Documents Information

Introduction

The **Supporting Documentation** section of the application contains general grantee requirements. Please select or enter the appropriate responses in the areas below.

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

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Certification and Assurances

Each applicant must click on this link to review the standard [Certification and Assurances](#).

Resolution by Governing Body

Except for state agencies, each applicant must provide information related to the [resolution](#) from its governing body, such as the city council, county commissioners' court, school board, or board of directors. Please ensure that the resolution approved by your governing body addresses items one through four below.

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

If your agency's governing body has approved a resolution for this project, enter the date for this approval below:

Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

Select the Appropriate Response:

Yes

No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

The Program Coordinator monitors contract compliance with the vendors used for professional services. This includes conducting site visits, making weekly contacts with the vendors to monitor client services and progress, authorizing payments consistent with the contract documents, exercising remedies as appropriate where a contractor's performance is deficient, resolving disputes in a timely manner, and maintaining appropriate records. The Program Coordinator ensures that the contract requirements are satisfied, that the services are delivered in a timely manner, and that the financial interests of the County and the granting agency are protected.

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Note: Pursuant to Texas Government Code §556.005, a political subdivision or private entity that receives state funds may not use the funds to pay a person required to register as a lobbyist or for lobbying expenses. A political subdivision or private entity that violates this provision is not eligible to receive additional state funds.

Select the Appropriate Response:

- Yes
- No
- N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Reponse:

- Yes
- No
- N/A

Single Audit

Has the applicant agency expended combined grant federal funding or combined grant state funding of \$500,000 or more during the most recently completed fiscal year?

Select the Appropriate Response:

- Yes
- No

Enter the amount (\$) of combined Federal Funds: \$8,838,099
 Enter the amount (\$) of combined State Funds: \$2,369,120
 Enter the amount (\$) of Local Government Funds: \$0
 Enter the amount (\$) of Private Funds: \$0
 Provide the name and amount for any other source of financial support not listed above:
 Other Sources of Financial Support:

Note: Applicants who expend less than \$500,000 in combined federal or combined state funds are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in OMB Circular A-133.

In addition, for applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor (in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133).

Enter the date of your last annual single audit: 9/30/2007

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]: 10/1/2008
Enter the End Date [mm/dd/yyyy]: 9/30/2009

Equal Employment Opportunity Plan (EEOP)

Type I Entity: Defined as an applicant that meets one or more of the following criteria:

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than \$25,000.

Requirements for a Type I Entity:

- The applicant is not required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Type II Entity: Defined as an applicant that meets the following criteria:

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of \$25,000 or more, but less than \$500,000.

Requirements for a Type II Entity: Federal law requires a Type II Entity to formulate an EEOP and keep it on file.

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the EEOP is required to be on file in the office of (enter the name and address where the EEOP is filed below):

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:

Type III Entity: Defined as an applicant that is NOT a Type I or Type II Entity.

Requirements for a Type III Entity: Federal law requires a Type III Entity to formulate an EEOP and submit it for approval to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

Select the appropriate response:

- Type I Entity
- Type II Entity
- Type III Entity

Debarment

Each applicant agency will certify that it and its principles:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses unenumerated in section 1.2(a) in the Certification and Assurances document cited above in the **Introduction**; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- I Certify
 Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Enter the debarment justification:

GRANT SUMMARY SHEET

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

Department/Division:	Travis County Clerk
Contact Person:	Susan Bell
Title:	Chief Deputy
Phone Number:	854-9587

Grant Title:	Help America Vote Act Making Polling Places Accessible		
Grant Period:	From:	1/1/2005	To: 12/31/2008
Grantor:	US Department of Health and Human Services via the Texas Secretary of State		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:						0
Operating:	7,500					7,500
Capital Equipment:						0
Indirect Costs:						0
Total:	7,500	0	0	0	0	7,500
FTEs:						0.00

Performance Measures	Projected FY 08 Measure	Progress To Date:				Projected FY 09 Measure
		12/31/07	3/31/08	6/31/08	9/30/08	
Applicable Depart. Measures						
1. Provide concrete ADA ramp at Precinct 312 Polling Place that is Sheriff's Office. Located at 3800 Hudson Bend Road. (\$3,200 P.O. 363921)	Completed during 2007					Completed

<p>2. Add electric power door opener for front door to main polling place at 5501 Airport Blvd to make it easier for persons with limited mobility or grasping ability to open the door. (\$1,800 on P.O. 341161 and \$631.55 on P.O. 340954).</p> <p>3. Build sidewalk to allow access from from bus stop to parking lot at main polling location at 5501 Airport. (\$995 on P.O. 367327, Mod #1).</p>	<p>Completed during 2007</p>					<p>Completed</p>
<p>4. Provide Ballot Call Election Alert Systems for two precincts.</p>	<p>Completed during 2007</p>					<p>Completed</p>
<p>Measures For Grant</p>						
<p>Making pathways more accessible by building or repaving sidewalks</p>						
<p>Construction or repair of ramps, threshold ramps, and curb cuts, and adding handrails. (Note: Funds for permanent improvements may only be applied to county owned property utilized for a polling location during a federal election.)</p>						
<p>Providing adequate signage showing where accessible parking and entrances are located and indicating that service animals are welcome.</p>						
<p>Purchasing hardware that will make it easy for person with limited mobility or grasping ability to open doors.</p>						

Auditor's Office Contract Approval: **Staff Initials:** _____

Auditor's Office Comments:
County Clerk told to pass application to PBO by DeDe Bell.

PBO Recommendation:

PBO recommends approval.

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

The Help America Vote Act (HAVA) contains several provisions that enable State and local units of government responsible for elections and individuals associated with operating the election process to establish, expand, and improve access to and participation in the election process by individuals with the full range of disabilities [disabilities such as blindness and visual impairment, deafness or hearing impairment, mobility-related, dexterity-related, emotional or intellectual].

The specific purpose areas of this grant are as follows:

1. Making pathways more accessible by building ramps or repaving sidewalks.
2. Construction or repair of ramps and threshold ramps.
3. Constructing curb cuts and adding handrails.
4. Establishing accessible parking spaces closer to the accessible entrance.
5. Purchasing hardware that will make it easy for persons with limited mobility or grasping ability to open doors.

Funding for permanent improvements such as repaving sidewalks and curb cuts may only be applied to county owned property utilized for a polling location during a federal election.

The Texas Secretary of State has determined that Travis County may apply for funds not to exceed \$7,500.

The expenses we are seeking reimbursement on are as follows:

\$3,200 for creation of ADA Ramp at Sheriff's Office at 3800 Hudson Bend Road. This facility is County owned and is used as a polling place for precinct 312 (P.O 363921).

\$1,800 for an electric door opener on main door at 5501 Airport Blvd. This is a County owned facility and serves as the main polling location (P.O. 341161).

\$631.55 for installing electrical power to the above mentioned door opener (P.O. 340954).

\$995 for installation of a concrete sidewalk allowing access from the bus stop to the parking lot for the building at 5501 Airport Blvd. This This is a County owned facility and serves as the main polling location (P.O. 367327 Mod #1).

\$1,078 for two Ballot Call Election Alert Systems (P.O. 347134).

We are seeking a reimbursement of \$7,500 from the listed \$7,704.55 of expenses.

A complete listing of ADA Checklists for all polling places is available in the County Clerk's Elections Division Office at 5501 Airport Blvd.

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

None

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

No

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

No

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

Not applicable

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

Providing accessible polling locations has been a long standing goal for Travis County.

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

This is a request for reimbursement of expenses that were already made in performance of our duties and obligations.

Randy Lott - Re: HAVA Grants - Need to Accept Money

From: DeDe Bell
To: Randy Lott; Susan Bell
Date: 8/22/2008 10:07 AM
Subject: Re: HAVA Grants - Need to Accept Money

These are fine for CC.

DeDe Bell
Financial Analyst V
Travis County Auditor's Office
(512) 854-7827

>>> Randy Lott 8/22/2008 9:42 AM >>>
DeDe,

Could you send me an email saying the Auditor's Office has signed off on these? Thanks!

Randy

>>> Susan Bell 8/18/2008 3:10 PM >>>
The Auditor's Office told me to send these to you.

Thanks,
Susan

>>> Randy Lott 8/18/2008 2:53 PM >>>
We'll get these in the queue. Looks like Sept 2nd for a court date. We just missed the deadline for Aug 26th.

You have cleared these through the Auditor.

>>> Susan Bell 8/18/2008 2:45 PM >>>
Randy,

I understand that I need to send you these grant summary sheets, and that you put these on the agenda to be accepted. I attached the original letter we had when we thought it was an agenda item because it mentions the small modification that was made to one of the requests.

Please let me know what else you need and when you think these might be placed on the Court's agenda.

Thanks,
Susan

GRANT SUMMARY SHEET

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

Department/Division:	Travis County Clerk
Contact Person:	Susan Bell
Title:	Chief Deputy
Phone Number:	854-9587

Grant Title:	Help America Vote Act Provide the Same Opportunity for Access and Participation to Individuals with Disabilities		
Grant Period:	From:	1/1/2005	To: 12/31/2008
Grantor:	US Department of Health and Human Services via the Texas Secretary of State		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:						0
Operating:	2,000					2,000
Capital Equipment:						0
Indirect Costs:						0
Total:	2,000	0	0	0	0	2,000
FTEs:						0.00

Performance Measures	Projected FY 08 Measure	Progress To Date:				Projected FY 09 Measure
		12/31/07	3/31/08	6/31/08	9/30/08	
Applicable Dept. Measures						
Provide Ballot Call Election Alert Devices and ADA Door Handles	Completed during 2007					Completed
Measures For Grant						

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

Auditor's Office Comments:
See attached email.

PBO Recommendation:

PBO recommends approval.

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

The Help America Vote Act (HAVA) contains several provisions that enable State and local units of government responsible for elections and individuals associated with operating the election process to establish, expand, and improve access to and participation in the election process by individuals with the full range of disabilities [disabilities such as blindness and visual impairment, deafness or hearing impairment, mobility-related, dexterity-related, emotional or intellectual].

This grant allows for the funding of items that give voters with disabilities the same opportunity for access and participation.

The Texas Secretary of State has determined that Travis County may apply for funds not to exceed \$2,000.

We are seeking reimbursement for:

\$255.00 for twenty ADA Door Handles and

\$2,156 for four Ballot Call Election Alert Systems (P.O. 347134).

We are asking for reimbursement for \$2,000 of the \$2411 listed above.

A complete listing of ADA Checklists for all polling places is available in the County Clerk's Elections Division Office at 5501 Airport Blvd.

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

None

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

No

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

No

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding? (Yes/No) If No: What is the

proposed funding mechanism: (1) Request additional funding (2) Use departmental resources. If (2) is answered, provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

Not applicable

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

Providing accessible polling locations has been a long standing goal for Travis County.

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

This is a request for reimbursement of expenses that were already made in performance of our duties and obligations.

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Please let me know what else you need and when you think these might be placed on the Court's agenda.

Thanks,
Susan

GRANT SUMMARY SHEET

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

Department/Division:	Travis County Clerk
Contact Person:	Susan Bell
Title:	Chief Deputy
Phone Number:	854-9587

Grant Title:	Help America Vote Act Grant Texas Election Administration Management "TEAM" Compatibility Grant Award Agreement			
Grant Period:	From:	1/1/2005	To:	12/31/2008
Grantor:	US Department of Health and Human Services via the Texas Secretary of State			

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:						0
Operating:	15,000					15,000
Capital Equipment:						0
Indirect Costs:						0
Total:	15,000	0	0	0	0	15,000
FTEs:						0.00

Performance Measures	Projected FY 08 Measure	Progress To Date:				Projected FY 09 Measure
		12/31/07	3/31/08	6/31/08	9/30/08	
Applicable Dept. Measures	purchase and use 10 laptops					Completed
						Completed
Measures For Grant						

Acquire equipment, software, supplies, and contractual services, such as Internet service provider fees, to integrate with the TEAM system.	purchase and use 10 laptops					

Auditor's Office Contract Approval:

Staff Initials: _____

Auditor's Office Comments:
See attached email.

PBO Recommendation:

PBO recommends approval.

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

The Help America Vote Act mandates that each state utilize a "uniform, official, centralized, interactive, computerized statewide voter registration list." Over the past year, Texas developed the Texas Election Administration Management System ("TEAM"). Every county is required to use TEAM as its official voter registration list. Accordingly, the Texas Secretary of State has set aside funding for the counties to ensure compatibility with the system.

We are requesting reimbursement for computers used in the polling locations to allow integration with the TEAM system. Specifically, as required by the Help America Vote Act, TEAM system issues a Voter Unique Identification Number (VUID) to each active registered voter in the State of Texas. The VUID is issued after the voter has met certain validation requirements. After validation, the VUID is downloaded from the TEAM system and uploaded to the Electronic Voting Stations (via laptop computers) to qualify the voter prior to voting.

We are asking for costs to reimburse the purchase of 10 laptop computers. These computers are \$1,600 each. These computers were ordered for us by ITS and the P.O. number is 379382.

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

None

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

No

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

No

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

Not applicable

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

Integrating to the TEAM System was required by law.

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

This is a request for reimbursement of expenses that were already made in performance of our duties and obligations.

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GRANT SUMMARY SHEET

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

Department/Division:	Sheriff's Office
Contact Person:	Karen Maxwell <i>KM</i>
Title:	Planner
Phone Number:	854-7508

Grant Title:	TXDOT Selective Traffic Enforcement Program -FY2009 STEP Wave		
Grant Period:	From: 10/1/2008	To: 9/30/2009	
Grantor:	Texas Department of Transportation		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:		19,997				19,997
Operating:				3,816		3,816
Capital Equipment:						0
Indirect Costs:						0
Total:	0	19,997	0	3,816	0	23,813
FTEs:						0.00

Performance Measures: Applicable Dept. Measures:	Progress To Date:				Projected FY 09 Measure
	12/31/07	3/31/08	6/31/08	9/30/08	
FY07 DWI	711				726
FY07 Traffic Citations	64,544				65,319
Measures For Grant					
Additional DWI Arrests	15				
Additional Traffic Citations	775				

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

8/11/08

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 goal of the program is to reduce the number of DWI related crashes as well as speed related crashes in Travis County. This grant will provide overtime for additional enforcement efforts to target speeding and DWI.

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

None, however, Travis County has participated in STEP Wave for more than ten years.

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.

10% match is required. Proposed match is the value of fuel and mileage for the use of these additional units for the effort. Calculated at 6469 miles for the term at a rate of 59 cents per mile (based on the grantor's required vehicle mileage calculator) for an in-kind match of \$3,817. Projected revenue from the speed related citations (not including DWIs) is approximated at \$67,813.

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

N/A

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

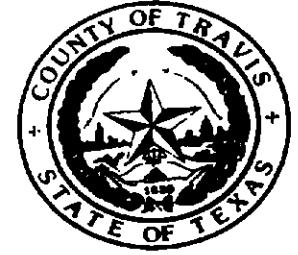
N/A

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

The program enables law enforcement to provide for additional targeted patrols for anti-speeding and DWI efforts with the funding coming from TXDOT.

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 program will enhance our current operations by providing additional officers on the streets to target these offenses as well as increasing our public education components with targeting of high-volume dates and events.



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of the Commissioners Court

FROM: Bill Derryberry, Senior Planning and Budget Analyst *Bill Derryberry*

DATE: August 21, 2008

SUBJECT: 2009 Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) Wave Grant Acceptance

The Travis County Sheriff's Office (TCSO) has received approval of their application for the 2009 STEP Wave grant for a total of \$23,813 from the Texas Department of Transportation. This grant is for overtime funding for selective traffic enforcement on impaired drivers for 6 holiday periods during FY 09, by reimbursing the County for Law Enforcement overtime during those periods. Please see the attached memo and documents from the Sheriff's Office for additional information.

This grant is for a total of \$19,997 made up of overtime and related benefits. There is a grant match requirement for in-kind services totaling \$3,816, which will be related auto mileage for the use of county units used for this target enforcement. This is a one-time grant award with no other financial obligation, beyond the in-kind services, required of the County.

PBO concurs with acceptance of this grant.

Cc: Sheriff Greg Hamilton
Jim Sylvester, Chief Deputy Sheriff
Scott Burroughs, Major - Law Enforcement Bureau
Michael G. Hemby, Planning Manager, TCSO
Karen Maxwell, Senior Research Analyst, TCSO
Rodney Rhoades, Executive Manager, PBO
Leroy Nellis, Budget Manager, PBO



GREG HAMILTON

TRAVIS COUNTY SHERIFF

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

JAMES N. SYLVESTER
Chief Deputy

DAVID BALAGIA
Major - Corrections

SCOTT BURROUGHS
Major - Law Enforcement

DARREN LONG
Major - Administration & Support

August 14, 2008

MEMORANDUM

TO: Honorable Sam Biscoe, County Judge
Honorable Ron Davis, Commissioner, Precinct 1
Honorable Sarah Eckhardt, Commissioner, Precinct 2
Honorable Gerald Daugherty, Commissioner, Precinct 3
Honorable Margaret Gómez, Commissioner, Precinct 4

FROM: Karen Maxwell, Research and Planning *KM*

SUBJECT: Texas Department of Transportation Selective Traffic Enforcement Program Grant Award – FY2009 WAVE Program

We are pleased to advise the Court that the Travis County Sheriff's Office has been awarded a Selective Traffic Enforcement Program grant in the amount of \$20,000 for fiscal year 2009. You approved our application for this grant on March 4, 2008. At this time, we'd like to ask that you approve acceptance of this grant award. The Auditor's Office has had an opportunity to review the language of the contract regarding independent audits and has approved the acceptance.

This program supplements local funding for targeted efforts to reduce accidents that are a product of DWI and speed-related offenses. STEP grants have historically provided funding for enforcement focuses on the major holidays of the year. For 2009, TCSO will target the following periods:

- Thanksgiving – November
- Christmas/New Year – December/January
- Spring Break – March
- Memorial Day – May*
- Independence Day – July
- Labor Day – September*

* Denotes mandatory date.

Performance objectives of the overtime used continue to include:

- Targeting speed related offenses and DWI enforcement within Travis County for 375 additional hours. Given national averages, this may result in up to an additional 775 citations and 15 DWI arrests during the course of the six STEP waves.
- Providing public information and education materials during the target periods.
- Maintaining normal efforts in traffic and anti-DWI enforcement during the target periods.

Thus, these funds are provided to enhance our operations with a specialized goal of apprehending violators in our jurisdiction. These efforts are part of our ongoing objectives to reduce traffic accidents, injuries and fatalities that result from speed and alcohol related behaviors.

We appreciate your continued support of our efforts to target these areas of concern. Please do not hesitate to call me at extension 47508 if you have any questions or comments.

xc: Michael Hemby, R&P Manager
File

2009 TxDOT Highway Safety Performance Plan Approved Project List - Program Area: Police Traffic Services

Organization	Proposal ID	Title	PA	DST	Federal Funds	Local Match	Program Income	State Match	Project Total
Armstrong County Sheriff's Department	2009-Armstron-S-SYG-0215	STEP 2009 Comprehensive	PT	AMA	\$19,956.00	\$4,870.00			\$24,826.00
City of Amarillo Police Department	2009-Amarillo-S-SYG-0017	STEP 2009 Comprehensive	PT	AMA	\$121,500.00	\$13,500.00			\$135,000.00
City of Texarkana	2009-TexarkPD-S-SYG-0025	STEP 2009 Comprehensive	PT	ATL	\$27,200.42	\$19,697.17			\$46,897.59
City of Austin - Police Department	2009-AustinPD-S-MYG-Yr1-0013	STEP 2009 Comprehensive	PT	AUS	\$742,499.99	\$55,000.19			\$535,000.13
City of Cedar Park	2009-CdrPrkPD-S-MYG-Yr1-0081	STEP 2009 Comprehensive	PT	AUS	\$55,451.38	\$33,748.51			\$89,199.87
City of Florence - Police Department	2009-Florence-S-SYG-0233	STEP 2009 WAVE Comprehensive	PT	AUS	\$7,487.88	\$910.82			\$8,398.70
City of Georgetown	2009-Georgeto-S-MYG-Yr1-0219	STEP 2009 Comprehensive	PT	AUS	\$37,169.57	\$9,381.30			\$46,550.87
City of Leander - Police Department	2009-LeanderP-S-SYG-0181	STEP 2009 Comprehensive	PT	AUS	\$23,702.43	\$14,686.80			\$38,389.23
City of Lockhart Police Department	2009-Lockhart-S-SYG-0129	STEP 2009 Comprehensive	PT	AUS	\$29,528.22	\$4,100.00			\$33,628.22
Travis County Sheriff's Office	2009-Travis C-S-SYG-0153	STEP 2009 WAVE Comprehensive	PT	AUS	\$19,996.49	\$3,803.18			\$23,799.67
Chambers County Sheriff's Department	2009-Chambers-S-SYG-0270	STEP 2009 Comprehensive	PT	BMT	\$42,704.00	\$8,420.70			\$51,124.70
City of Beaumont Police Department	2009-Beaumont-S-SYG-0257	STEP 2009 WAVE Comprehensive	PT	BMT	\$19,558.60	\$8,331.88			\$27,890.48
City of Dayton - Police Department	2009-DaytonPD-S-SYG-0124	STEP 2009 Comprehensive	PT	BMT	\$34,845.00	\$4,123.20			\$38,968.20
City of Jasper - Police Department	2009-JasperPD-S-SYG-0272	STEP 2009 WAVE OP	PT	BMT	\$4,292.94	\$3,848.51			\$8,141.45
City of Port Arthur Police Department	2009-PortArth-S-SYG-0175	STEP 2009 Comprehensive	PT	BMT	\$49,209.73	\$9,330.80			\$58,540.53
Brenham Police Department	2009-Brenham-S-SYG-0009	STEP 2009 Comprehensive	PT	BRY	\$43,535.68	\$16,095.90			\$55,298.58
City of College Station - Police Department	2009-ColStaPD-S-SYG-0125	STEP 2009 Comprehensive	PT	BRY	\$38,716.00	\$12,892.75			\$51,608.75
City of Coleman Police Department	2009-ColemanPD-S-SYG-0190	STEP 2009 WAVE Comprehensive	PT	BWD	\$6,970.00	\$1,207.70			\$8,177.70
Mills County Sheriff's Department	2009-MillsCoS-S-SYG-0218	STEP 2009 WAVE Comprehensive	PT	BWD	\$2,860.06	\$2,994.00			\$5,854.06
County of Wheeler	2009-Wheeler -S-SYG-0210	STEP 2009 Comprehensive	PT	CHS	\$30,935.40	\$8,010.00			\$38,745.40
City of Corpus Christi Police Department	2009-CorpusPD-S-MYG-Yr1-0203	STEP 2009 Comprehensive	PT	CRP	\$145,069.25	\$39,131.31			\$184,200.56

50

GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
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Department/Division:	Juvenile Probation Department/Substance Abuse Services
Contact Person:	Michael Williams
Title:	Financial Analyst
Phone Number:	(512) 854-7011

Grant Title:	Juvenile Accountability Block Grant (JABG)-Discretionary Funds Drug Court/ In-Home Family Services Grant		
Grant Period:	From:	9/1/08	To: 8/31/09
Grantor:	Governor's Office Criminal Justice Division		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:				13,100		13,100
Operating:	117,500					117,500
Capital Equipment:						
Indirect Costs:						
Total:	117,500	0	0	13,100	0	130,600
FTEs:				.25		.25

Performance Measures	Projected FY 08 Measure	Progress To Date:				Projected FY 09 Measure
		FY05	FY06	FY07	FY08	
Applicable Dept. Measures						
Number of youth assessed for eligible to participate in the Drug Court program	140	90	90	129	N/A	150
Number of new enrollments in the program.	55	41	41	53	N/A	60
Number of Drug Court participants in the program	80	76	76	77	N/A	85
Number of participants that successfully complete the program-graduated or completed the term of probation while in the program.	40	34	34	23	N/A	40

Measures For Grant						
Number of participants that earn a GED, high school diploma, or vocational training credential while in the program	2	0	2	2	N/A	2
Number of participants employed at graduation-Part Time (under 30 hours/week)	15	0	9	15	N/A	15
Number of participants employed at graduation-Full Time (30+ hours/week)	N/A	N/A	N/A	N/A	N/A	N/A
Number of eligible youth served using Graduated Sanction approaches	70	N/A	N/A	60	N/A	70
Auditor's Office Contract Approval: <input checked="" type="checkbox"/> Staff Initials: _____						
Auditor's Office Comments: DB						

PBO Recommendation:

Juvenile Probation is requesting Commissioners Court approval of a grant contract with the Office of the Governor's Criminal Justice Division to enhance the department's existing Drug Court Program. The contract would provide \$117,500 in resources to contract with a provider for intensive in-home family services for the department's Drug Court participants.

The grant requires an in-kind county match of \$13,110, which is provided through the use of an existing county Drug Court FTE. No additional general funds are needed to meet the match requirement and grant does not require the program to be continued upon termination.

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?

Travis County Juvenile Probation Department is requesting approval to submit a continuation application that requests \$117,500 in funding from the Criminal Justice Division-Juvenile Accountability Block Grant (JABG) Fund. The requested funding is intended to enhance the Department's existing Juvenile Drug Court Program. The awarded funding will increase the availability of substance abuse services for participating youth and their families. Specifically, the grant will allow Juvenile Probation to contract with a provider to provide intensive in-home family services. This collaboration will provide the opportunity to improve the functioning of the juvenile's family system. Services will be rendered to the juvenile and his/her family in a joint effort to maximize the juveniles' potential to be successful in the home, school, and community.

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

There are no long term County funding requirements of this grant.

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

The 10% match will be allocated from the Drug Court Manager position that is designated as a Assessment Division staff person and is funded 100% through general fund.

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

There is no provision in this grant for indirect costs.

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

The Department intends to request subsequent year continuation funding for the contractual services through proposals submitted to the Federal and State government, as well as private foundations. As previously presented to the Court, the County will have the opportunity to

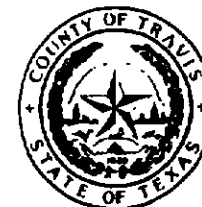
consider investment in the staff positions as well as other areas of Substance Abuse Services Division.

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

N/A. This is not a new program.

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

Improving family support and participation leads to improve outcome for substance abusing juvenile offenders. According to the most recent Annual Evaluation, a total of 43.6% (17/39) youth successfully completed the Juvenile Drug Court Program. Among the 39 youth discharged from the program for at least one year, only 5 (35.7%) were arrested as an adult or re-referred to TCJPD for a new offense of Class B misdemeanor severity or greater during their first year of release. This is significantly low recidivism for the stated target population, as these youth are often times multiple offenders with a history of chronic substance abuse. The Juvenile Drug Court will continue to demonstrate improved compliance to rules of probation and other outcomes of substance abusing juvenile offenders by maintaining accountability-based sanctions and increased family involvement in the supervision and treatment processes.



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: Travis Gatlin, PBO
Senior Budget Analyst

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

THROUGH: *Michael Williams*
Michael Williams
Senior Financial Analyst

SUBJECT: FY08-FY09 Drug Court/ In-Home Family Services Continuation Grant Award

DATE: August 14, 2008

We are pleased to inform you that Juvenile Probation has been awarded a continuation grant in the amount of \$117,500 with a County match of \$13,100 from the Criminal Justice Division-Juvenile Accountability Block Grant Fund. The grant enhances the Department's existing Juvenile Drug Court Program. Specifically, the grant allows Juvenile Probation to contract with a provider to provide intensive in-home family services. The collaboration provides the opportunity to improve the functioning of the juvenile's family system. Services will continue to be rendered to the juvenile and his/her family in a joint effort to maximize the juveniles' potential to be successful in the home, school, and community.

Please review this item and place it on the Commissioner's Court agenda on **Tuesday, August 26, 2008**. If you have any questions, please contact me directly via email or by phone (ext. 4-7011). Thank you in advance for your attention to this request.

CC: Jim Connolly
Dede Bell
Barbara Swift
Gail Penney-Chapmond
Kathy Smith
Sylvia Mendoza
Michael Williams
Grant File



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

August 08, 2008

The Honorable Samuel Biscoe
County Judge
PREVIEW - Travis County - PREVIEW -
2515 South Congress Avenue
Austin, Texas 78704

Dear Judge Biscoe:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://cjdonline.governor.state.tx.us> and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants; an eGrants Users Guide; and the new Guide to Grants containing answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

I hope you continue to find the online environment of eGrants to be a positive experience. We are continually improving the efficiency of processes so that you can dedicate your time to the priorities of service within your communities. We look forward to working with you to ensure the success of your program.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken C. Nicolas".

Ken C. Nicolas
Executive Director

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
STATEMENT OF GRANT AWARD

Grant Number: JB-07-XXX-17318-05
Program Fund: JB-16.523 Juvenile Accountability Incentive Block Grants (JABG)
Grantee Name: PREVIEW - Travis County - PREVIEW -
Project Title: Drug Court and In-Home Family Services Expansion
Grant Period: 09/01/2008 - 08/31/2009
Liquidation Date: 11/29/2009
Date Awarded: 08/08/2008
CJD Grant Manager: Mary Hightower

CJD Award Amount:	\$117,500.00
Grantee Cash Match:	\$13,100.00
Grantee In Kind Match:	\$0.00
Total Project Cost:	\$130,600.00

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Condition(s) of Funding and Other Fund-Specific Requirement(s):

1



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

Memorandum

To: CJD Grant Recipients
From: Angie Martin, Director of Programs and Grant Administration
Contact: (512) 463-1919
Re: Grantee Responsibilities
Date Awarded: August 08, 2008

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at <https://cjdonline.governor.state.tx.us>:

Financial Reporting – Financial Status Reports will be submitted to CJD via eGrants. Financial Status Reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter, regardless of when the grant was awarded. Due dates are:

- April 22 (January-March quarter)
- July 22 (April-June quarter)
- October 22 (July-September quarter)
- January 22 (October-December quarter)

The final Financial Status Report should be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or a state warrant.

Generated Program Income – Any income generated as a direct result of the grant activities should be reported to CJD through the Financial Status Report and grant adjustment processes. Program income should be expended prior to seeking payments from CJD. Program income must be accounted and used for the purposes of the grant activities as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award should be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

Project Changes – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Equipment – Equipment purchased with grant funds should be used for the purpose of the grant and as approved by CJD. An inventory report should be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

Fidelity Bond – Each nonprofit corporation receiving funds from CJD will obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss and/or theft of the entire amount of grant funds. The fidelity bond should cover at least the CJD grant period.

Required Notifications – Grantees should immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees shall notify the local prosecutor's office of any possible criminal violations. Grantees should immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

Project Effectiveness – Grantees should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Grantees will submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Grantees should readily make available to CJD or its agents all requested records CJD may make unannounced monitoring visits at any time. The grantee should make every effort to resolve all issues, findings, or actions identified by CJD within the time frame specified by CJD.

Audit Requirements – Grantees expending over \$500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A at <http://www.whitehouse.gov/omb/circulars/index.html> and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at <http://www.governor.state.tx.us/divisions/stategrants/guidelines>. Grantees should submit to CJD copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 at <http://www.whitehouse.gov/omb/circulars/index.html> or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

Supplanting – Awarded funds should be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil and/or criminal penalties. Please contact us if you have any questions about supplanting.

Conflict of Interest – Grantees should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Grantees should follow their established policy and best practices for procuring goods and/or services with grant funds. Contracts should be routinely monitored for delivery of services and/or goods. When a contractual or equipment procurement is in excess of \$100,000, grantees will submit a Procurement Questionnaire <http://www.governor.state.tx.us/divisions/cjd/formsapps/view> to CJD for approval prior to procurement.

Travel – Grantees should follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee will use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from CJD should comply with all requirements for uniform crime reporting and will ensure that prompt reporting will remain current throughout the grant period.

Limited English Proficiency – Grantees should take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at <http://www.lep.gov>.

Law Enforcement Programs – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

Agency Name: Travis County
Grant/App: 1731805 **Start Date:** 9/1/2008 **End Date:** 8/31/2009

Project Title: Drug Court and In-Home Family Services Expansion
Status: Pending AO Acceptance of Award

Project Information

Introduction

The Criminal Justice Division (CJD) publishes funding opportunities, known as **Requests for Applications (RFA)**, through the Texas Secretary of State. Click [here](#) to visit the Secretary of State's website to locate the RFAs in the appropriate Texas Register issue.

In addition, CJD requires all applicants and grantee organizations to adhere to the *Texas Administrative Code (TAC)* as adopted. Click [here](#) to view the current TAC, or click [here](#) to view the previous versions of the TAC.

Submission Process

When applying for a grant pursuant to an **RFA** published in the *Texas Register* by CJD, applicants must submit their applications according to the requirements provided in the **RFA**. CJD may also consider applications for grants that are not submitted pursuant to an **RFA**. Applicants will be selected in accordance with *1 TAC, §3.7*.

Selection Process

All applications submitted to CJD are reviewed for eligibility, reasonableness, availability of funding, and cost-effectiveness. For applications submitted pursuant to an **RFA**, the executive director will select a review group, COG, or other designee to prioritize the applications and submit a priority listing to the executive director, who will render the final funding decision. A review group may include staff members, experts in a relevant field, and members of an advisory board or council. For more information regarding the selection process, see *1 TAC, §3.7*.

Funding Decisions

All grant funding decisions rest completely within the discretionary authority of CJD. The receipt of an application for grant funding by CJD does not obligate CJD to fund the grant or to fund it at the amount requested.

Neither the approval of a project nor any grant award shall commit or obligate CJD in any way to make any additional, supplemental, continuation, or other award with respect to any approved project or portion thereof.

CJD makes no commitment that a grant, once funded, will receive priority consideration for subsequent funding. For more information regarding the application process, see *1 TAC, §3.7 and 3.9*.

Adoptions by Reference

All grantees receiving federal and state funds must comply with the applicable statutes, rules, regulations, and guidelines related to the funding source under which the grant is funded. In instances where both federal and state requirements apply to a grantee, the more restrictive requirement applies. For more information regarding grant funding, see *1 TAC, §3.19*.

Community Plans

Each community, consisting of a single county or a group of counties, must file with a COG a community plan that addresses the community's criminal justice priorities. A community plan should assess local trends and data; identify problems, resources, and priorities; develop effective strategies; and set goals and objectives. For more information regarding community plans, see *1 TAC, §3.51*.

Juvenile Justice and Youth Projects

Juvenile justice projects or projects serving delinquent or at-risk youth, regardless of the funding source, must address at least one of the priorities developed in coordination with the Governor's Juvenile Justice Advisory Board to be eligible for funding. For more information regarding these priorities, see *1 TAC*, §3.53.

Monitoring

CJD will monitor the activities of grantees as necessary to ensure that grant funds are used for authorized purposes in compliance with all applicable statutes, rules, regulations, guidelines, and the provisions of grant agreements, and that grantees achieve grant purposes. Grantees must make available to CJD or its agents all requested records relevant to a monitoring review. For more information regarding monitoring, see *1 TAC*, §3.2601.

Your organization's Texas Payee/Taxpayer ID Number:
17460001922021

Application Eligibility Certify:
Created on:1/7/2008 2:18:14 PM By:Michael Williams

Profile Information

Introduction

The **Profile Details** section collects information about your organization such as the name of your agency and project title, the geographic area your project will serve and information about your grant officials.

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for CJD to review. This can be done by typing in the **Notes By Grantee / CJD** message box.

Email Addresses & Grant Officials Information

Designating Grant Officials Within your Application:


Enter a valid and unique email address for each grant official and click the **Verify Email and Set Official to the Project** button. If you receive an error message regarding an email address, the grant official you are trying to assign to the project has not registered for a user account in eGrants. Please inform the agency's grant official or designee that they must log in to the [eGrants Home Page](#), and register for a user account. If you need technical assistance, please contact the [eGrants Help Desk](#) by email.

Updating Grant Officials on Active Grants:

To reassign a grant official - **Authorized Official, Financial Officer, Project Director, or Grant Writer** - to your grant project, ensure that the new official registers for a user account in eGrants **first**. Next, go to the Request Adjustment tab and check the box indicating you would like to Designate a New Grant Official, provide a brief explanation for the change in the Grant Adjustment Justification box, and then click the 'Create Adjustment Request' button. This will open the Profile Details tab allowing you to make the appropriate changes. After you have entered a valid email address for the new Official, go to the Certify Adjustment tab and click on the 'Certify Adjustment' button to send your request to CJD for review. If your organization is designating a new Authorized Official, check your records to see if a revised Resolution is required. Upload the approved Resolution to your grant project on the 'Summary / Upload Files' sub-tab. If you need technical assistance, please contact the [eGrants Help Desk](#) by email.

Getting Started

On this tab you will notice a certain icon that is displayed.

-  = an **information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

Applicant Agency Name: Travis County
Project Title: Drug Court and In-Home Family Services Expansion

Division or Unit to Administer the Project: Juvenile Probation Department/ Assessment Division

Address Line 1: 2515 South Congress Avenue

Address Line 2:

City/State/Zip: Austin Texas 78704

Payment Address Line 1: Post Office Box 1748

Payment Address Line 2:

Payment City/State/Zip: Austin Texas 78767-1748

Start Date: 9/1/2008

End Date: 8/31/2009

Regional Council of Governments(COG) within the Project's Impact Area: Capital Area Council of Governments

Headquarter County: Travis

Counties within Project's Impact Area: Travis

Grant Officials:

Authorized Official

User Name: Samuel Biscoe

Email: sam.biscoe@co.travis.tx.us

Address 1: Post Office Box 1748

Address 1:

City: Austin, Texas 78767

Phone: 512-854-9555 Other Phone:

Fax: 512-854-9535

Agency:

Title: The Honorable

Salutation: Judge

Project Director

User Name: Esteia Medina

Email: esteia.medina@co.travis.tx.us

Address 1: 2515 South Congress Avenue

Address 1:

City: Austin, Texas 78704

Phone: 512-854-7069 Other Phone:

Fax: 512-854-7097

Agency:

Title: Ms.

Salutation: Chief

Financial Official

User Name: Susan Spataro

Email: susan.spataro@co.travis.tx.us

Address 1: P.O. Box 1748

Address 1:

City: Austin, Texas 78767

Phone: 512-854-9125 Other Phone:

Fax: 512-854-6640

Agency:

Title: Ms.

Salutation: Ms.

Grant Writer

User Name: Michael Williams

Email: Michael.Williams@co.travis.tx.us

Address 1: 2515 South Congress Avenue

Address 1:

City: Austin, Texas 78704

Phone: 512-854-7011 Other Phone:

Fax: 512-854-7097

Agency:

Title: Mr.

Salutation: Mr.

Grant Number Information

Introduction

The **Grant Vendor** section of the application collects grant payment information for your organization. The following items will be auto-filled from previous data you supplied in eGrants: Organization Type, State Payee Identification Number, and Data Universal Numbering System (DUNS) identifier (if applicable).

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.


In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for CJD to review. This can be done by typing in the **Notes By Grantee / CJD** message box.

Direct Deposit

In order to receive payments from CJD, complete the Vendor Direct Deposit Authorization and Application for Payee Identification Number forms which can be downloaded from the Texas Comptroller's [website](https://fm.xcpa.state.tx.us/fm/forms/index.php) at <https://fm.xcpa.state.tx.us/fm/forms/index.php> and Form W-9 which can be downloaded from the Internal Revenue Services' [website](http://www.irs.gov/) at <http://www.irs.gov/>. Send these completed and signed forms to the Office of the Governor, Financial Services Division, Post Office Box 12428, Austin, Texas 78711.

Getting Started

On this tab you will notice a certain icon that is displayed.

-  = an **information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

Organization Type: County

Organization Option: applying to provide juvenile prevention and / or intervention services

Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460001922021

Data Universal Numbering System (DUNS):

Payment Address Line 1: Post Office Box 1748

Payment Address Line 2:

Payment City/State/Zip: Austin Texas 78767-1748

Additional Information

Introduction

The **Narrative** section is the description of your project. It is important that the information you provide about your project is clear and as concise as possible.

Note: All applicants must certify to the eligibility requirements specific to the fund source. The minimum requirements to complete this page are the **Program Requirements, Problem Statement, Supporting Data, Goal Statement, and Project Summary** sections. We recommend that you complete any sections applicable to your project to assist in the application review process.

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

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Getting Started

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Primary Mission and Purpose

The purpose of the Juvenile Accountability Block Grant (JABG) Program is to develop programs that promote greater accountability in the juvenile justice system.

Funding Levels

The anticipated funding levels for the Juvenile Accountability Block Grant (JABG) program are as follows:

- Minimum Award - \$10,000
- Maximum Award - None
- The Juvenile Accountability Block Grant program requires a grantee match of at least 10%, which is calculated on the total project costs not on the amount requested from CJD. The match requirement may be met through cash contributions only.

For more information regarding grantee match, please click on the **Budget** tab, and then click on the **Source of Match** tab in eGrants.

Note: If you voluntarily include matching funds that exceed the minimum match requirement, you will be held to that amount throughout the grant period.

Program Requirements

Disproportionate Minority Contact (DMC) – As a condition of federal funding, this project will address the issue of Disproportionate Minority Contact (DMC). DMC may be addressed through implementation of juvenile delinquency prevention efforts and system improvement efforts designed to reduce the disproportionate number of juvenile members of minority groups who come into contact with the juvenile justice system.

Local Advisory Board – Each unit of local government is required to establish an advisory board consisting of individuals representing police departments, sheriffs’ offices, prosecutors, probation officers, juvenile courts, schools, businesses, and faith-based, fraternal, nonprofit, or social service organizations involved in juvenile crime and delinquency. The local advisory board is responsible for the development of a coordinated enforcement plan for the use of grant funds based on an analysis of the local juvenile justice system. The analysis determines the most effective use of grant funds within the sixteen program purpose areas that apply to those grant funds. The plan serves as the project narrative and summary and should follow the general format of a project narrative and summary as outlined in this solicitation. In the space provided, enter the number of individuals representing each of the groups listed above.

Note: Although the **Local Advisory Board** section is not applicable to discretionary applicants, you must enter a numeric value in each box. Discretionary applicants should enter a zero ('0') in the boxes below.

Enter the number of advisory group members representing **Police Departments**:

0

Enter the number of advisory group members representing **Sheriff Offices**:

0

Enter the number of advisory group members representing **Prosecutors**:

0

Enter the number of advisory group members representing **Juvenile Courts**:

0

Enter the number of advisory group members representing **Schools**:

0

Enter the number of advisory group members representing **Businesses**:

0

65

Enter the number of advisory group members representing **Social Service Agencies** (e.g., faith-based, fraternal, non-profit, etc.):

0

Local Advisory Board Resolution – A Local Advisory Board Resolution form has been signed by members of the local juvenile justice advisory board and is on file with the application agency. Applicants who receive Title V funds and have an established Prevention Policy Board may utilize this board’s membership to satisfy the requirement of the local JABG Advisory Board, providing that membership meets the minimum requirement of both groups.

Note: The **Local Advisory Board Resolution** section is not applicable to discretionary applicants.

Juvenile Justice Board Priorities - Juvenile justice projects or projects serving delinquent or at-risk youth will address at least one of the following priorities developed in coordination with the Governor’s Juvenile Justice Advisory Board to be eligible for funding.

Family Stability – Programs or other initiatives designed to strengthen family support systems in an effort to positively impact the lives of youth and divert them from a path of serious, violent, or chronic delinquency.

Substance Abuse Early Intervention and Prevention – Programs or other initiatives designed to address the use and abuse of illegal and other prescription and nonprescription drugs and the use and abuse of alcohol. Programs or other initiatives include control, prevention, and treatment.

Education – Programs or other initiatives designed to prevent truancy, suspension, and expulsion. School safety programs may include support for school resource officers and law-related education.

Disproportionate Minority Contact (DMC) – Programs or other initiatives designed to address the disproportionate number of juvenile members of minority groups who come into contact with the juvenile justice system.

Justice System Impact – Programs or other initiatives designed to impact offender accountability and/or improve the practices, policies, or procedures within the juvenile justice system.

Gang Prevention – Programs or other initiatives designed to address issues related to juvenile gang activity, including prevention and intervention efforts directed at reducing gang-related activities.

Rural Access – Programs or other initiatives designed to provide prevention, intervention, and treatment services located outside a metropolitan area.

Training – Programs or other initiatives designed to offer specialized training for staff working directly with at-risk youth or juvenile offenders that can positively impact the quality of the services, staff turnover rates, and program stability.

Waiver of Funds - Any entity receiving a local allocation may waive the ability to apply for funds and choose instead to waive the allocation to a larger or neighboring city, county or Native American tribe that will still benefit the waiving area’s jurisdiction. The applicant agency is responsible for obtaining a completed JABG Waiver of Funds Form from each agency that chooses to waive its allocation to the applicant. CJD will not award any additional waived funds to the applicant organization until a completed JABG Waiver of Funds Form is signed and fax to CJD at (512) 475-2440 by the application submission deadline. The JABG Waiver of Funds Form is available [here](#) or can be downloaded from CJD's website at <http://www.texas.gov/divisions/cjd/formsapp/view>. In the space provided below, enter the name of the agency waiving funds, amount of funds waived, and the name of the waiving agency’s authorized official.

Note: Although the **Waiver of Funds** section is not applicable to discretionary applicants, you must select a value in the box. Discretionary applicants should select not applicable ('N/A') in the box below.

Does this application include funds waived from another jurisdiction?

Select the appropriate response:

- Yes
- No
- N/A

If you selected **Yes** above, enter the name of the waiving agency and amount of waived funds (e.g., Anywhere County - \$25,000). If multiple jurisdictions are waiving funds to your agency, include the names and amounts for each agency.

Enter the name(s) and amount(s) for waived funds:

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Jim Connolly

Enter the Address for the Civil Rights Liaison:

Travis County's Attorney Office 314 W. 11th Street, Suite 300 Austin, TX. 78701

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999]:

512-854-9415

Certification

Each applicant agency will certify to the specific criteria detailed above under **Program Requirements** to be eligible for funding under either the Juvenile Accountability Block Grant (JABG) Local or Statewide Discretionary Solicitations.

I certify to all of the above eligibility requirements.

Problem Statement:

Please provide a detailed account in the Problem Statement section of the existing issues your project will target.

Enter your problem statement:

A large number of youth are using or abusing substances. Intervention, treatment, and case management are critical in the area of substance abuse when working with youth who have contact with the juvenile justice system. These youth appear to cycle through the justice system over and over creating a strain on the court system, probation department, the family, and the community at large as it relates to their repetitive pattern of drug use and criminal behavior. Further perpetuating the problem, research has determined that inadequate parenting and lack of parental involvement increases a child's likelihood of engaging in delinquent behavior. The ability to demonstrate success with this population is contingent upon the services available to not only the offender but families as well.

Supporting Data:

Provide as much supporting data, to include baseline statistics and the sources of your data, which are pertinent to where the grant project is located and/or targeted. Do not use statewide data for a local problem or national data for a statewide problem.

Enter your supporting data:

Recent research of these screenings conducted with juveniles referred to the Department determined that 43% (1206/2779) needed a comprehensive substance abuse assessment after being screened and identified as having a substance abuse related problem. In FY07, substance abuse screenings determined that 45% (1030/2301) needed a comprehensive substance abuse assessment after being screened and identified as having a substance abuse related problem. In FY07, substance abuse screenings determined that 46% (1227/2649) needed a comprehensive substance abuse assessment after being screened and identified as having a substance abuse related problem. Improving family support and participation leads to improve outcome for juvenile offending juvenile offenders. According to the most recent Annual Evaluation, a total of 43.6% (17/39) youth completed the Juvenile Drug Court Program. These graduates were multiple offenders with a history of chronic substance abuse and families participating in both In-Home Family Services and Drug Court reflect a successful completion of the program.

Community Plan:

For projects that have a local or regional impact target area, provide information regarding the community plan need(s) that your project will address.

Enter your community planning needs:

The Juvenile Justice FY05-FY06 Community Plan under Juvenile Justice Delinquency Prevention states, "A large number of youth are at risk for entering and graduating into the juvenile justice system and graduating into the adult criminal justice system." Under this problem statement, substance abuse is noted as one of the factors contributing to delinquent behavior. The proposed project reflects the efforts as outlined in the Community Plan's funding priorities and supports the following: a continuation of the comprehensive substance abuse services for juveniles with both substance abuse and mental health treatment needs, and continuation of evidence-based, research-based, and outcome-based programming.

Goal Statement:

Provide a brief description of the overall goals and objectives for this project.

Enter a description for the overall goals and objectives:

Improve outcome for substance abusing juvenile offenders by improving family support and participation in treatment with the offender.

Cooperative Working Agreement (CWA):

When a grantee intends to carry out a grant project through cooperating or participating with one or more outside organizations, the grantee must obtain authorized approval signatures on the cooperative working agreement (CWA) from each participating organization. Grantees must maintain on file a signed copy of all cooperative working agreements, and they must submit to CJD a list of each participating organization and a description of the purpose of each **CWA**. Cooperative working agreements do not involve an exchange of funds.

For this project, provide the name of the participating organization(s) and a brief description of the purpose(s) for the **CWA(s)**. You should only provide information here that this project's successful operation is contingent on for the named service or participation from the outside organization.

Note: A **Sample CWA** is available [here](#) for your convenience.
Enter your cooperating working agreement(s):

Continuation Projects:

For continuation projects only, if your current or previous year's project is **NOT** on schedule in accomplishing the stated objectives, briefly describe the major obstacles preventing your organization from successfully reaching the project objectives as stated within your previous grant application. (Data may be calculated on a pro-rated basis depending on how long the current or previous year's project has been operating.)

Enter your current grant's progress:

Project Summary:

Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.

Enter your summary statement for this project:

Approximately 20% of youth are using or abusing substances. Intervention, treatment, and case management are critical in the area of substance abuse when working with youth who have contact with the juvenile justice system. These youth appear to cycle through the justice system over and over creating a strain on the court system, probation department, the family, and the community. Research has determined that inadequate parenting and lack of parental involvement increases a child's likelihood of engaging in delinquent behavior. The ability to demonstrate success with this population is contingent upon the services available to not only the youth but their family as well. Improving family support and participation leads to improve outcome for substance abusing youth. According to the most recent Annual Evaluation, a total of 43.6% (17/39) youth successfully completed the In-Home Family Counseling Program. These graduates were multiple offenders with a history of chronic substance use. Youth and families participating in both In-Home Family Services and Drug Court reflect a successful completion rate as high as 85%. The current project reflects the efforts as demonstrated under the Community Plan's funding priorities and supports the following: a comprehensive assessment process; services for juveniles with both substance abuse and mental health issues; and continuum of care initiatives, research-based, and outcome-based programming. The Travis County Juvenile Justice Department seeks funds that will allow an increase in the number of offenders who can participate in the Drug Court program, increasing the availability of substance abuse services for participating youth and their families. Specifically, the Juvenile Justice Department seeks to contract with a provider to provide intensive in-home family services. This collaborative program will provide the opportunity to improve the functioning of the juvenile's family system. Upon acceptance into the Drug Court program, youth will be supervised by the Substance Abuse Supervision Unit, placed in an appropriate outpatient substance abuse treatment program, and provided In Home Family Counseling services. Youth and a family member will go before the Judge weekly or as required for the purpose of completion. The Supervision Unit makes up to 5 contacts weekly with the youth in school, at home, or in the community or at the substance abuse treatment location. Drug screens will be completed weekly. A combination of sanctions and incentives are blended together to enhance a successful outcome. Family support and participation is enhanced through In Home Counseling designed to strengthen the family.

Project Activities Information

Introduction

The **Project Activities** section of the application gathers information about the type of activities your project will incorporate.






Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

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Getting Started

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-  = a **pencil** icon - click on this icon to edit your selections.
-  = a **pencil** icon with a **red slash** through it - click on this icon to cancel your edits.
-  = a **red delete** icon - click on this icon to delete the item.
-  = a **diskette** icon - click on this icon to save your work. When this icon appears, it is your queue to save the item that you are working on; otherwise, your data will be lost.
-  = an **information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

Reserved

This section left intentionally blank.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Drug Court - Juvenile	100.00	The Travis County Juvenile Probation Department will screen and then assess youth through the Juvenile Assessment Center. Youth determined to be in need of substance abuse services, family services, and specialized supervision will be referred to the Drug Court Program. Upon acceptance into Drug Court Program, youth will be supervised by the Substance Abuse Supervision Unit, placed In-Home Family Counseling Services. Youth and a family member will go before the Judge weekly or as determined by the phase of completion. The Supervision Unit makes up to 5 contacts weekly with the youth in school, at home, in the probation office, in the community, or at the substance abuse treatment location. Drug screens are completed weekly. A range of services, sanctions, and incentives are blended together to enhance a successful outcome. Family support and participation in services are enhanced through In Home Family Counseling designed to strengthen the family. After successful completion, graduation ceremonies are held and the community supporters as well as the team of professionals are invited to witness the commencement activity for the youth and family that successfully complete the Program and terms of Probation.

Geographic Area:

The geographic area Travis County, Texas.

Target Audience:

Substance abusing juvenile offenders.

Gender:

Male and female offenders.

Ages:

The inclusive age range is 10 through 17 years old.

Special Characteristics:

The Drug Court includes services to youth with substance abuse and co-occurring mental health problems.

Additional Information

Introduction





The **Project Measures** section of the application collects data to track the performance of your proposed project toward its stated objectives. Output measures demonstrate the level of activity of a project. Outcome measures demonstrate the impact of a project in a targeted area, reflecting the extent to which the goals and objectives of the project have been achieved. Output and outcome measures displayed on this page correspond to activities selected or created on the **Activities** page.

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

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-  = an **information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

Reserved

This section left intentionally blank.

Objective Output Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Number of eligible program youth served using Graduated Sanctions approaches.	60	70
Number of new enrollments in the program.	53	55
Number of participants in the program. ("Participants" should include the number in the program at the beginning of the reporting period plus the number of enrollments - example: total number served.)	77	80
Number of people assessed for eligibility to participate in the program.	129	140

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
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Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
Number of participants employed or enrolled in school at time of graduation (part time or full time).	23	40
Number of participants that earn a GED, high school diploma, or vocational training credential while in the program.	2	2
Number of participants that successfully complete the program.	23	40
Number of program youth completing program requirements.	34	40
Number of program youth who reoffend.	19	20

Number of program youth with whom a best practice was used.	77	80
Number of programs / initiatives employing best practices.	3	3

Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
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Applicant Information

Introduction

The **Supporting Documentation** section of the application contains general grantee requirements. Please select or enter the appropriate responses in the areas below.

Click on the **Save and Continue** button at any time to **save the information** entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

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Certification and Assurances

Each applicant must click on this link to review the standard [Certification and Assurances](#).

Resolution from Governing Body

Except for state agencies, each applicant must provide information related to the resolution from its governing body, such as the city council, county commissioners' court, school board, or board of directors. Please ensure that the resolution approved by your governing body addresses items one through four below.

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

Select the Appropriate Response:

- Yes
- No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

The program coordinator monitors contract compliance with the vendors used for professional services. This includes: conducting site visits, making weekly contacts with the vendors to monitor client services and progress; authorizing payments consistent with the contract documents; exercising remedies, as appropriate, where the the contractor's performance is deficient; resolving disputes in a timely manner and maintaining appropriate records. The Program coordinator ensures the contract requirements are satisfied, that the services are delivered in a timely manner, and that the financial interests of the County and the granting agency are protected.

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the Appropriate Response:

- Yes
- No
- N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Reponse:

- Yes
- No
- N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2007

Enter the End Date [mm/dd/yyyy]:

9/30/2008

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (\$) of Federal Grant Funds:

8855825

Enter the amount (\$) of State Grant Funds:

28366413

Single Audit

Has the applicant agency expended federal grant funding of \$500,000 or more, or state grant funding of \$500,000 or more during the most recently completed fiscal year?

Select the Appropriate Response:

- Yes
- No

Note: Applicants who expend less than \$500,000 in federal grant funding or less than \$500,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in OMB Circular A-133.

Applicant agencies that selected **Yes** above, provide the **date of your organization's last annual single audit**, performed by an independent auditor (in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133).

Enter the date of your last annual single audit:

9/30/2007

Equal Employment Opportunity Plan (EEOP)

Type I Entity: Defined as an applicant that meets one or more of the following criteria:

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than \$25,000.

Requirements for a Type I Entity:

- The applicant is not required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Type II Entity: Defined as an applicant that meets the following criteria:

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of \$25,000 or more, but less than \$500,000.

Requirements for a Type II Entity: Federal law requires a Type II Entity to formulate an EEOP and keep it on file.

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the EEOP is required to be on file in the office of (enter the name and address where the EEOP is filed below):

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:

Type III Entity: Defined as an applicant that is NOT a Type I or Type II Entity.

Requirements for a Type III Entity: Federal law requires a Type III Entity to formulate an EEOP and submit it for approval to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

Select the appropriate response:

- Type I Entity
- Type II Entity

Type III Entry

Debarment

Each applicant agency will certify that it and its principles:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses unenumerated in section 1.2(a) in the Certification and Assurances document cited above in the **Introduction**; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- I Certify
- Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Enter the debarment justification:

Fiscal Capability Information

Introduction

This **Fiscal Capability** section of the application collects information from nonprofit corporations applying for CJD grant funds.

Note: If you are NOT a nonprofit corporation, this information is not applicable; therefore, the 'Printer Friendly' version will be blank for all information collected in the Fiscal Capability section.

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

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Organizational Information

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts).

Select the appropriate response:

- Yes
- No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

- Yes
- No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- Yes
- No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- Yes
- No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- Yes
- No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- Yes
- No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- Yes
- No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- Yes
- No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

- Yes
- No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

- Yes
- No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

New Budget Item Information

Introduction

This **Budget** section of your application details budget line items for your proposed project. To create a new budget line item, click on the icon in the **New Budget Item** column. You will be directed to a different area on this page to make selections specific to the budget category. After making your selection, write a brief description of the line item in the **Expenditure Description** box and enter the amount of CJD funds, Cash Match, and if applicable, In Kind Match in the areas provided. In the






percentage box, you can enter a percentage for Personnel or number of items to be purchased for Supplies and/or Equipment. When you have finished, click on the **Add New Budget Line Item** button. Repeat this process for each budget line item needed in each budget category. If you need to edit your entries, click on the '+' icon to expand the budget grid. You will notice that a pencil icon will display after expanding the grid. Click on the *pencil* icon to be directed to the editing section on this page and follow the instructions in this area to complete your edits.

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

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Getting Started

On this tab you will notice certain icons that are displayed.

-  = a **plus** icon - click on this icon to expand a list of items.
-  = a **minus** icon - click on this icon to collapse a list of items.
-  = a **new** icon - click on this icon to add a new item.
-  = a **pencil** icon - click on this icon to edit your selections.
-  = an **information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Court Coordinator	Court Coordinator-Works directly with the Judge to ensure that the activities for the drug court are coordinated which include preparing dockets, scheduling and notifying all staff members of review hearings, meetings, and screenings. Responsible for weekly statistical reports and ensures quality assurance.	\$0.00	\$13,100.00	\$0.00	\$0.00	\$13,100.00	17
Contractual and Professional Services	Substance Abuse-Related Case Management, Counseling, Outpatient, and/or Treatment Services	In Home Family Services: Contracted Services for \$117,500.00 The services provided by the contractor will include case management, family strengthening and preservation counseling, problem solving, intervention, and case coordination of needed additional services. The contractor will also participate in multidisciplinary staff and administer strength based assessments of families. The contractual funds	\$117,500.00	\$0.00	\$0.00	\$0.00	\$117,500.00	0

		may also include in home services and substance abuse treatment for Drug Court clients.						
--	--	---	--	--	--	--	--	--

Source of Match Information

Introduction

The **Source of Match** section of your application collects information regarding the source and amount of **Cash Match** and **In Kind Match**. Please enter the description and amounts of match in the spaces provided below and select whether the item is 'Cash Match' or 'In-Kind Match'. After entering an item click on the **Add New Item** button. When an item has been added, it will appear in the 'Edit the Source(s) of Match Reported' table. You may edit each of the items added to this table by clicking on the 'pencil' icon. If you edited an item in the table, click on the 'diskette' icon to save your edited entries.



For further information regarding matching funds refer to *1 TAC*, §3.3; for program income refer to *1 TAC*, §3.73 and §3.87.

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

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Getting Started

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Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
Travis County Juvenile Probation's General Fund	Cash Match	\$13,100.00

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$13,100.00	\$13,100.00	\$0.00	\$0.00	\$0.00

Summary Information

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Budget Summary Information by Budget Category:

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	\$117,500.00	\$0.00	\$0.00	\$0.00	\$117,500.00
Personnel	\$0.00	\$13,100.00	\$0.00	\$0.00	\$13,100.00

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$117,500.00	\$13,100.00	\$0.00	\$0.00	\$130,600.00

Creation Of Fundings Information

DESCRIPTION	CREATED	MET	HOLD FUND
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You are logged in as **User Name:** GrantWriter

GRANT SUMMARY SHEET

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

Department/Division:	Travis County Juvenile Probation/Domestic Relations Office 4560
Contact Person:	Alan Miller
Title:	Finacial Analyst
Phone Number:	854-5628

Grant Title:	Integrated Child Support Cooperative Agreement		
Grant Period:	From: 7/1/2008	To: 8/31/2009	
Grantor:	Office of the Attorney General, State of Texas		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	TOTAL
Personnel:		\$120,047				120,047
Operating:		34,275				34,275
Capital Equipment:		0				0
Indirect Costs:		0				0
Total:	0	154,322	0	0	0	154,322
FTEs:		0.00				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	
% Coll Current Support	n/a					80%
% Paying Paying Cases	n/a					80%
Measures For Grant						
Child Support Cases Under ICSS Agreement	0					552

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

PBO Recommendation:

Juvenile Probation is requesting Commissioners Court approval of a contract with the Office of the Attorney General (OAG), Child Support Enforcement Division for the Integrated Child Support System (ICSS) to monitor and enforce all new private divorces and paternities, from their inception, for compliance with child and medical support orders. Through this agreement, Travis County will be reimbursed 66% of eligible start up expenses related to existing County staff for the start-up period. No additional General Fund resources or staff are needed at this time. The start-up period will last for one year, at which time the office will begin monitoring cases. The State will then provide a per case monthly fee, a share of the federal performance incentives based on the collection rate of both current child support and arrears, and monthly quality and efficiency incentives. This revenue will cover any program expenses.

The current system of monitoring child support payments is compliant driven and cases are not monitored from inception, but typically only when a complaint is made. If payments are missed, there can be long delays before enforcement begins because it is up to the custodial parent to make an application for services. Travis County will then monitor all cases under the agreement and automatically enforce compliance if a payment is missed. Harris, Dallas, Tarrant, Lubbock and Taylor are the counties that have already entered into the same agreement. Tarrant County reports a 51% increase in collections and an 85% reduction in the average arrears amount. The department will be developing performance measures during the start-up period and they will be in place before the first cases are monitored. In addition, DRO will use the state's computer system and will have access to a entire new array of federal collection tools, such as automatic intercept of income tax refunds.

The department has also placed a separate request on the agenda to contract with the OAG to have the State receive, post and disburse all pre 1994 child and medical support payments for Travis County at no cost. The Domestic Relations Office will continue to collect spousal support and fees. As the payment processing caseload declines, the positions supporting payment processing will be redirected to the enforcement program. This will likely take over a year and will free up General Fund resources that can be used for other purposes. For the first year, the department will request to reclassify three positions based new responsibilities and may also contract with former OAG staff to assist with implementation. These costs will be covered by revenue from the contract.

PBO recommends approval of the request.

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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 Travis County Juvenile Probation Department, Domestic Relations Office is requesting Commissioners Court approval to enter into an agreement where by the future Travis County Child Support Payments will be managed by the Office of the Attorney General and Travis County will be reimbursed by the OAG for providing Enforcement Services for the OAG regarding these orders. Initially, in FY 08 the OAG will provide reimbursement to the County for the cost in staff time and expense to implement the OAG's Child support system with the

County and in the future would pay on a case by case basis for enforcement of the cases transitioned to the State. In addition, the County General Fund can expect to receive a cost savings as the postage requirements of the office will decrease and additional revenue warrant revenue will be received through the Constable's Offices due to the increased enforcement responsibilities of the department. (Please note that the funding indicated above represents the estimated total amount for FY 08 & FY 09, the actual amount is based on the actual County costs for implimenting the OAG system and the number of cases transitioned to the OAG.)

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

There are no additional General Fund commitments resulting from this grant.

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

There is no match 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.

A specific amount for indirect costs is not included. The per case payment is provided to cover the County expenditures.

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.

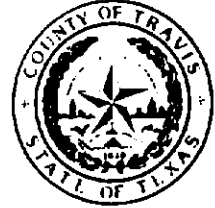
Once in operation, the department expects that the grant will continue to be renewed in perpetuity.

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

This is not a new program, as both enforcement and collection are existing programatic operations of the Domestic Relations Office. This grant provides reimbursement for a task that the County would otherwise be obligated to continue to provide.

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

This grant will shift the focus of the department away from the day to day management of the collections and payment of child support and more toward the enforcement of child support orders.



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

08 AUG - 7 PM 4:34

ESTELA P. MEDINA
Chief Juvenile Probation Officer

TRAVIS COUNTY
PLANNING & BUDGET

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
PROBATION SERVICES
RESIDENTIAL SERVICES
SUBSTANCE ABUSE SERVICES
DOMESTIC RELATIONS OFFICE
JUVENILE JUSTICE
ALTERNATIVE EDUCATION
PROGRAM

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

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

SUBJECT: Contract with Travis County and the Office of the Attorney General for Integrated Child Support System (ICSS) Agreement

DATE: July 31, 2008

Travis County Juvenile Probation, Domestic Relations Office is requesting approval from Commissioners Court to contract with the Office of the Attorney General (OAG), Child Support Enforcement Division to monitor and enforce all new private divorces & paternities, from their inception, for compliance with child and medical support orders. The OAG will pass through federal funds to the County and the Domestic Relations Office will gain access to an array of new federal collection tools. The new monitoring compliance will assist Domestic Relations in ensuring regular, timely child and medical support payments for Travis County children.

Travis County Juvenile Probation, Domestic Relations Office is also asking the Commissioners Court, under another agenda item, to approve an agreement for the OAG, at no cost, to process all of the pre 1/1/94 child and medical support payments through the State Disbursement Unit (SDU). This will eliminate payment location problems and confusion for parents. Staff from the payment processing area will move into the ICSS project with no additional staff needed for either project.

Child support enforcement in the United States has always been structured as a complaint driven process. This model often results in large arrears and is more difficult to enforce. Custodial parents and their children ideally should be able to consider child support as a reliable source of financial support.

The OAG contracts with Tarrant County, Taylor County, Dallas County, Lubbock County, and Harris County to operate a monitoring/ICSS program in the County Domestic Relations Office. Through the Integrated Child Support System (ICSS), or more commonly called a monitoring contract, the OAG passes through federal funds to the County to monitor and enforce all new divorce orders and SAPCRs. The County uses the OAG child support computer system, is required to adhere to all federal and state IV-D statutes, policies and procedures and has available all of the federal and state collections tools the federal program offers.



The advantages of contracting with the OAG to provide ICSS services are many. Benefits include automatic enforcement of child support obligations, reliable and consistent child support to needy families, an increase in the overall collection rate, a decrease in the average amount of arrears owed, and enhanced collection tools.

The OAG will pay the County a base fee of \$10.07 per case, per month. In addition, DRO will earn performance incentives based on the collection rate of both current child support and arrears, that are a sharing of the federal performance incentives earned by the OAG. This calculation is done on a yearly basis by the federal office of child support enforcement and payments come two years later. DRO will earn Quality & Efficiency incentives on a monthly basis based on Q & E measurements. These incentives can total as much as \$.19 cents per case per month. In addition, for the first year of the contract, the OAG will reimburse the County 66% of all costs associated with starting up the new program.

It is conservatively projected that 92 divorces per month will become a part of the program. By the end of 2009, the caseload is projected to be 552 cases.

The assumed start date of the ICSS contract is anticipated upon approval. Transition to the new process should be completed by 4/1/09. Transferring the payment processing duties to the SDU will free up slots and resources over the period of approximately a year and a half. The monitoring program will also mean that almost all income withholding orders will be issued directly from the OAG computer system.

Over time, this will free current DRO staff that can be moved into the monitoring program. This staff already possesses the knowledge and skills directly related to child support enforcement and will be invaluable to the success of the program. This also means that over time the amount of funding required of the County's general fund will drop considerably and be replaced with federal funds.

Domestic Relations feels that these agreements create an opportunity to provide enhanced child and medical support enforcement services while bringing new federal dollars to the County.

- C: Cecelia Burke
- Scot Doyal
- Jim Connolly
- Dede Bell
- Travis Gatlin
- Sylvia Mendoza
- Etta Jarmon



**TRAVIS COUNTY
INTEGRATED CHILD SUPPORT SYSTEM
COOPERATIVE AGREEMENT**

CONTRACT NO. _____

This Agreement is entered into by and between the OFFICE OF THE ATTORNEY GENERAL ("OAG"), as Title IV-D Agency for the State of Texas, for and on behalf of its Child Support Enforcement Division ("Division") and TRAVIS COUNTY of the State of Texas ("County") under the authority of Section 231.002 of the Texas Family Code.

WHEREAS, pursuant to Title IV, Part D of the federal Social Security Act and Chapter 231 of the Texas Family Code, the OAG has been designated as the Title IV-D agency for the State of Texas; and

WHEREAS, the OAG as the designated Title IV-D agency has been delegated responsibility for developing and administering a statewide integrated system for child support and medical support enforcement ("Texas ICSS"); and

WHEREAS, the OAG and the County desire to enter into an agreement for the County to provide the services enumerated herein;

NOW, in furtherance of the aforesaid objectives and in consideration of the mutual understanding and agreements hereinafter set forth, OAG and County agree as follows:

1. PURPOSE

The OAG and County shall cooperate to provide comprehensive, effective, and efficient child support enforcement services to:

1.1 record, monitor and enforce all County child support orders entered in the Qualifying CSE Caseload;

1.2 utilize an automated enforcement process which will use delinquency monitoring, billing, and other enforcement techniques to ensure the payment of current child support and medical support to custodial parents in the Qualifying CSE Caseload;

1.3 incorporate existing enforcement resources into the automated enforcement process to obtain maximum benefit from federal funding;

1.4 delineate requirements for implementing an effective and compliant County run integrated child support enforcement office;

- 1.5 ensure parties in the cases in the Qualifying CSE Caseload receive quality customer service;
- 1.6 ensure compliance by County with all federal and state laws and regulations governing IV-D child support and medical support;
- 1.7 delineate OAG processes to support County efforts; and
- 1.8 ensure seamless transition of services upon termination of this Agreement.

2. DEFINITIONS

For the purposes of this Agreement, the terms listed below shall have the following meanings:

- 2.1 "Allowable Costs" shall be the actual amount of costs incurred that qualify for reimbursement under the federal financial participation provisions of Part D, Title IV of the federal Social Security Act (42 U.S.C. §§ 651 *et seq.*) and Office of Management and Budget Circular A-87, "Cost Principles for State and Local Governments", published by the Executive Office of the President of the United States of America.
- 2.2 "County Participants" shall mean the various County departments (excluding the Community Supervision Unit) which either perform IV-D Program Activities or support the performance of IV-D Program Activities by providing administrative support services such as facilities management or procurement assistance. County costs associated with the Community Supervision Unit are covered under a separate contract.
- 2.3 "County Personnel" shall mean the personnel provided by County to perform work in the County's enforcement office, and whose time on the job is dedicated in whole or in part to IV-D Program Activities. Such personnel may be either county employees or staff provided by private contractors, as County deems appropriate.
- 2.4 "Direct Costs" shall be defined as that term is defined by the federal Office of Management and Budget Circular A-87, "Cost Principles for State and Local Governments", published by the Executive Office of the President of the United States of America.
- 2.5 "Division" shall mean the Child Support Division of the OAG.
- 2.6 "ICSS" shall mean the Integrated Child Support System, a cooperative effort established by the OAG pursuant to Chapter 231 of the Texas Family Code.
- 2.7 "Indirect Costs" shall be defined as that term is defined by the federal Office of Management and Budget Circular A-87, "Cost Principles for State and Local Governments", published by the Executive Office of the President of the United States of America.
- 2.8 "IV-D Program Activities" shall be those activities exclusively devoted to fulfilling the requirements, duties, and obligations of a child support enforcement office pursuant to state and federal law.
- 2.9 "OAG Computer System" shall mean the Texas Child Support Enforcement System (TXCSES), a federally certified case management system for the IV-D program.

2.10 "Qualifying CSE Caseload" shall mean all Child Support orders deemed to have made an application for Title IV-D Child Support services by the County local rule and entered subsequent to the effective date of the local rule as defined in the Texas Rules of Civil Procedure 3a, and deemed to be a IV-D case by way of the local rule.

2.11 "Title IV-D agency" shall have the meaning defined in Section 101.033 of the Texas Family Code.

2.12 "Title IV-D case" shall have the meaning defined in Section 101.034 of the Texas Family Code.

3. TERM OF AGREEMENT

This Agreement is effective on July 1, 2008 and, unless sooner terminated as provided herein, shall terminate August 31, 2009.

4. OAG RESPONSIBILITIES

The OAG will:

4.1 Purchase, install, and maintain using OAG funds, computer hardware and related equipment which the OAG and County deem necessary (not to exceed the standard OAG hardware configuration) for County Participants to process the qualifying CSE caseload using the OAG computer system;

4.2 Purchase, install, and maintain computer software and upgrades to OAG procured software which OAG and County deem necessary (not to exceed the standard OAG software configurations) for County Participants to process the qualifying CSE caseload using the OAG computer system;

4.3 Make available contract programming services to the County upon the signed execution of this Agreement, which are determined by the County and OAG to be both cost beneficial and necessary;

4.4 Provide access to County Personnel for the OAG computer system consistent with OAG software license agreements and OAG computer system capacity and capability;

4.5 Provide, at OAG expense and discretion, training to County Personnel in the use of the OAG computer system and its component hardware and software. When OAG determines that it is feasible, training will be conducted locally;

4.6 Provide through OAG region and unit management specific technical assistance, training, procedural and policy support as needed to assist the County Participants with ongoing operational issues. If the Regional Administrator requests that the County attorneys who perform services under this Agreement attend state-wide training conducted by the OAG for Assistant Attorneys General, or if County Participants are requested to attend an OAG Statewide Managers' Meeting or if County Personnel having access to OAG Data attend OAG security training the cost for such travel will be separately reimbursed. The cost for such travel is not included in the per child support order fee set forth in the Reimbursement of Certain Allowable Costs Section below. The OAG will reimburse such cost subject to the rates specified for travel by its own classified employees, for the expenses approved by the OAG that are allowable for reimbursement in the State of Texas Travel Allowance Guide. Any claim for such travel reimbursement by county shall include

adequate supporting documentation as prescribed in the State of Texas Travel Allowance Guide. County and OAG agree that claims for such travel reimbursement may be submitted directly to the OAG by the individual traveler and that the OAG may make payment for such travel reimbursement directly to the individual traveler. Any claim submitted by an individual traveler must contain the traveler's full name, mailing address, contact phone number, Social Security Number and OAG Contract Number.

4.7 Make available applicable federal, state, and local rules and procedures to County Personnel and provide updates as appropriate and consistent with OAG policy and field operations;

4.8 Be responsible for those IV-D cases not included in the Qualifying CSE Caseload as that term is defined in this Agreement; and

4.9 Provide a statement of intent to renew to the County on or before June 1, 2009. If OAG intends to renew, OAG will, at the same time that it provides its statement of intent to renew, provide County with a proposed child support order fee together with the component annual cost elements; which proposed order fee will be based upon actual OAG state appropriation year 2008 expenditures and encumbrances with an as of date no earlier than May 1, 2009.

5. COUNTY RESPONSIBILITIES

The County will, pursuant to funds provided by Commissioner's Court:

5.1 Provide physical facilities for County Participants as necessary to timely process the Qualifying CSE Caseload and to accommodate information system needs, including but not limited to related utility services and physical support;

5.2 Provide County Personnel as necessary to effectively and efficiently administer, including administrative and judicial enforcement of, the Qualifying CSE Caseload in compliance with federal and OAG performance measures and requirements and federal Data Reliability standards. Such staff may be either county employees or private contractors, as County deems appropriate, but subject to the Subcontracting Section in the General Requirements Section below;

5.3 Make every attempt to ensure consistent information resource (IR) personnel support exists for the timely completion of OAG IR projects;

5.4 Comply with federal and (as specified by the OAG) OAG requirements and procedures regarding case initiation, record retention, reporting, confidentiality, case processing, administrative enforcement, judicial enforcement and money handling. County shall use the TXCSES "Legal Diary" that is used to populate the Automated Local Printing System. The County may use County authored forms unless the use of such form(s) would: cause the OAG not to be in compliance with federal and state laws, rules and regulations governing ICSS and child support enforcement; result in the loss of historical data or cause the County not to meet any of the minimum performance standards set forth in the Performance Evaluation Standards subsection below. Provided however, that when the OAG implements its document management system the County must then use OAG authored forms. The County may request that the OAG approve County local variances to the OAG authored forms. The OAG will expedite the review of such requests. The review will be conducted by personnel specifically appointed, by the Director, Child Support Division, to

review County local variance requests. The OAG will keep the County informed of the planned implementation date for the OAG document management system and will provide the County with a minimum of ninety (90) calendar days prior written notice of the migration date(s) for the document management system;

5.5 Record all support orders in the Qualifying CSE Caseload in the OAG computer system;

5.6 Utilize the OAG computer system to monitor and enforce all orders in the Qualifying CSE Caseload;

5.7 Within statutory requirements in conjunction with section 4.3 above, modify and maintain the existing County computer systems to effectively and efficiently administer the Qualifying CSE Caseload and integrate with the OAG computer system;

5.8 Provide office: furniture, equipment, and supplies as necessary for County Personnel to perform the duties described herein;

5.9 To the extent necessary to fulfill its obligations under this Agreement, maintain County procured equipment compatibility with the OAG computer system and OAG procured computer equipment, to include computer hardware and related equipment upgrades. OAG will provide County with as much notice as possible of intended OAG computer system and OAG procured computer equipment upgrades.

5.10 Ensure that, when requested by the Field Regional Administrator, County enforcement office management attend the Field Manager's meetings. If County enforcement office management and/or County Participants are requested to attend an OAG State Wide Managers' Meeting the cost for travel to the State Wide Managers' Meeting will be separately reimbursed. The cost for such travel is not included in the per child support order fee set forth in the Reimbursement of Certain Allowable Costs Section below. The OAG will reimburse such cost subject to the rates specified for travel by its own classified employees, for the expenses approved by the OAG that are allowable for reimbursement in the State of Texas Travel Allowance Guide. County and OAG agree that claims for such travel reimbursement may be submitted directly to the OAG by the individual traveler and the OAG may make payment for such travel reimbursement directly to the individual traveler. Any claim submitted by an individual traveler must contain the traveler's full name, mailing address, contact phone number, Social Security Number and OAG Contract Number.

5.11 Ensure that, when requested by the Field Regional Administrator, County Personnel attend OAG training relating to the services being performed by County under this Agreement. If the Regional Administrator requests the County attorneys who perform services under this Agreement attend state-wide training conducted by the OAG for Assistant Attorneys General, the cost for such travel will be separately reimbursed. The cost for such travel is not included in the per child support order fee set forth in the Reimbursement of Certain Allowable Costs Section below. The OAG will reimburse such cost subject to the rates specified for travel by its own classified employees, for the expenses approved by the OAG that are allowable for reimbursement in the State of Texas Travel Allowance Guide. Any claim for such travel reimbursement by county shall include adequate supporting documentation as prescribed in the State of Texas Travel Allowance Guide. County and OAG agree that claims for such travel reimbursement may be submitted directly to the OAG by the individual traveler and that the OAG may make payment for such travel reimbursement directly to the individual traveler. Any claim submitted by an individual traveler must contain

the traveler's full name, mailing address, contact phone number, Social Security Number and OAG Contract Number.

6. REIMBURSEMENT OF CERTAIN ALLOWABLE COSTS

6.1 Reimbursement. The OAG shall reimburse the County for the federal share of the County's Agreement associated allowable cost subject to the limitations set forth in this Agreement. Federal share means the portion of the County's Agreement associated allowable cost that the federal Office of Child Support Enforcement reimburses the state as federal financial participation under Title IV-D; for purpose of reference only the federal share on the effective date of this Agreement is 66%. The Cost Principles for "State and Local Governments" as defined in OMB Circular A-87 shall apply to costs reimbursed under this Agreement. The County and OAG agree that for the purposes of this Agreement all of the County's Agreement associated allowable costs for any given calendar month is equal to the obligated caseload that was in existence on the first day of that month multiplied by a per child support order fee of \$15.25. For the purposes of this section the obligated caseload is defined as:

"All cases with sufficient information on the OAG automated child support system to be counted as an obligated case on the OAG's monthly Goals and Production Report – MR1010R1, less any cases in which the current child support obligation has ended and the arrears are less than five hundred dollars (\$500.00) (excluding case in which payments are still being received on the arrears amount)."

Thus: (Obligated Caseload) X (\$15.25) X (Federal Share) = OAG Reimbursement Amount. The child support order fee was determined by first identifying the direct costs of an equivalent Child Support Division Field Unit and the indirect costs of OAG attributable to the support of that unit (which indirect costs would not also be provided in kind to the County enforcement office) based upon actual OAG state appropriation year 2006 expenditures and encumbrances as of May 17, 2007. Then OAG adjusted those costs by adding an inflation factor.

6.2 Incentive Payments for Exceeding Quality and Efficiency Standards. If County qualifies for an incentive payment (see the Quality and Efficiency Standards Subsection of the Performance Measurement Section below) either twenty-five cents (\$0.25) or thirty cents (\$0.30), depending upon the incentive amount qualified for, shall be added to the per child support order fee set forth above for the calendar month that the County qualified for the incentive payment.

6.3 Reimbursement Process.

6.3.1 OAG shall determine the monthly fee based on the obligated caseload in existence on the first day of the month and the results of the Quality and Efficiency Monitoring.

6.3.2 OAG shall forward a Summary and Reimbursement Invoice to the County for review and approval.

6.3.3 If the County approves the Summary and Reimbursement Invoice, the County signs the Invoice and returns it to OAG within ten (10) County work days. County's signature constitutes approval of the Invoice and certification that all services provided during the period covered by the Invoice are included

on the Invoice. The OAG shall process the invoice for payment in accordance with the state procedures for issuing state payments and the Texas Prompt Payment Act.

County shall submit the invoice to:

Allen Broussard, Contract Manager
Mail Code: 062
Office of the Attorney General
P.O. Box 12017
Austin, Texas 78711-2017

6.3.4 If County does not approve the Summary and Reimbursement Invoice, it shall return the Invoice to the OAG within ten (10) County working days of receipt, detailing the basis of any disputed item along with supporting documentation. The OAG shall review the returned Invoice. If the dispute is resolved in the County's favor, the OAG shall make payment in the amount requested by County. If the dispute is not resolved in the County's favor, the OAG shall make payment in accordance with the Invoice originally sent to the County and forward a letter of explanation to the County.

6.4 Limitations on Reimbursement.

6.4.1 Non-Receipt of Federal Share. The OAG is liable to the County for payment of the federal share of reimbursement to the extent that the OAG receives the federal share. If the federal share is received by the OAG and that amount or any part of it is later disallowed by the federal government, the County official to whom payment was made shall return the amount disallowed to the OAG not later than the thirtieth (30th) day after the date on which notice to return the disallowed amount was given by the OAG.

6.4.2 No Reimbursement For Costs Incurred Prior to Agreement. The OAG shall not be liable to reimburse the County for allowable costs pursuant to this Agreement when such costs were incurred prior to the commencement of this Agreement or are incurred after termination of this Agreement.

6.4.3 Timing of Requests for Reimbursement. The OAG may decline to reimburse County for any services not properly billed to the OAG within the next three billing cycles immediately following the month in which the County provided the services.

6.4.4 No Reimbursement When Non-Compliance with Inventory Control Requests or Denial of Access to Records. The OAG shall not be liable to reimburse the County for allowable costs pursuant to this Agreement from the date that any personnel employed or retained by the County subject to this Agreement fail to comply with OAG inventory control requests or fail to grant immediate access to all books, records and equipment subject to this Agreement to representatives of the United States Department of Health and Human Services ("HHS"), the Comptroller General of the United States, the OAG, the State Auditor, or their agents and representatives for purposes of inspecting, monitoring, auditing, evaluating, or copying such items. The OAG shall continue to have no obligation to reimburse the County for such allowable costs until said personnel comply with the inventory control requests and/or grant access to such books, records and equipment.

6.4.5 Reimbursement Subject to Federal Approval. It is expressly understood and agreed by the parties hereto that any and all of the OAG's obligations hereunder are contingent upon the existence of a

State Plan for Child Support Enforcement approved by the federal Office of Child Support Enforcement providing for the statewide program of child support enforcement pursuant to the Social Security Act, and on the availability of federal financial participation for the activities described herein. In the event that the State Plan should be disapproved, or the availability of federal financial participation otherwise terminate, the OAG shall discontinue payment hereunder and notify the County within ten (10) days of such fact in writing, except that the OAG shall reimburse the County for any costs incurred pursuant to this Agreement for which the OAG receives money from the federal Office of Child Support Enforcement.

6.4.6 County Refund of Overpayments. The County shall refund to the OAG within thirty (30) calendar days any sum of money which has been paid to the County which the OAG and the County agree has resulted in an overpayment to the County, provided that such sums may be offset and deducted from any amount owing but unpaid to the County.

6.4.7 Withhold of Funds Upon Loss, Damage, or Theft of Equipment. Upon the loss, damage, or theft of any OAG provided equipment, the OAG may withhold an amount equal to the fair market value of the equipment until final resolution of County liability (and any required payment to OAG, if any) under the "Property Management, Accountability and Maintenance" section of this Agreement.

7. FEDERAL INCENTIVE PAYMENTS

7.1 County May Qualify for Incentive Payments. In addition to the reimbursements specified in Section 6 of this Agreement, federal law provides that eligible political subdivisions may share in federal incentive revenues. County shall participate in Texas' earned incentives in the following incentive measures: Collections on Current Support, Collections on Arrears and Collections to Expense Ratio. County's eligible share shall be calculated in a manner consistent with the way OCSE calculates Texas' share of federal incentives. In addition, County share shall be determined in the same proportion that County collections constitute part of the federally defined collections base and that OAG field offices' costs constitute part of the overall annual costs of the Texas IV-D program. The proportion of field offices' costs to overall annual IV-D program costs will be computed based on actual expenditure and encumbrance data for the state appropriations year that encompasses eleven (11) months of the federal fiscal year for which federal incentives were awarded to the state. Upon the United States Office of Child Support Enforcement providing OAG with an accounting of Texas' share of the national performance incentives pool, and completing payment of any incentives due OAG, OAG will calculate County's proportionate share of performance incentives and make payment to County of any performance incentives due County. The requirements imposed upon OAG by the "Federal Incentive Payments" section and its subsections shall survive the termination of this Agreement until such time that OAG has fulfilled its obligations under the aforesaid "Federal Incentive Payments" section and its subsections.

7.2 Conditions for Earning Federal Incentive Payments. County must be performing satisfactorily at the end of the State fiscal year to be eligible to share in any federal incentives realized by OAG for the Federal fiscal year that encompasses eleven (11) months of that State fiscal year (see the "Remedies for Non-Performance" section below). The State fiscal year runs from September through the following August. The Federal fiscal year runs from October through the following September.

7.3 Federally defined performance incentive measures. To the extent that County performs each of the following incentive measures County shall receive its ratio share of incentives. County at the

inception of this Agreement does not establish parentage or support orders and therefore is not eligible to share in the first two incentive measures listed:

- Parentage Established Percentage
- Cases with Support Orders
- Collections on Current Support
- Collections on Arrears
- Collections to Expense Ratio

Attachment One to this Agreement provides an example illustrating the allocation methodology. The example presented as Attachment One is offered for purposes of illustration only and is not intended to represent an agreement to pay to the County the dollar amounts listed in the Attachment.

7.4 Requirement to Maintain a Base Year Level of Expenditures. County must expend the full amount of incentive payments received under this Agreement to supplement and not supplant other funds used by the County to carry out the services being provided under this Agreement. County expenditures may not be reduced as a result of the receipt and reinvestment of incentive payments. A base year level of county expenditures has been identified to determine if incentive payments are used to supplement rather than supplant other funds used by the County to carry out the services being provided under this Agreement. The base year is September 1, 2008 through August 31, 2009. The base year level of expenditures is Two Hundred Forty-Six Thousand Six Hundred Thirty-Two Dollars and no/100 (\$246,632.00). This base year level of expenditures must be maintained in future years. Incentive payments received under this Agreement must be used in addition to and not in lieu of this base amount.

7.5 Audit. The listing of audit requirements in this particular subsection is not intended to and do not exclude the applicability of the audit requirements set forth in the "Audit Provisions" section below. Rather the requirements of this subsection are cumulative and in addition to the requirements of the "Audit Provisions" section below. County shall maintain and retain for a period of three (3) years after the termination of this Agreement, or until full and final resolution of all audit or litigation matters which arise before the expiration of the three (3) year period, whichever time period is longer, such records as are necessary to fully disclose that incentive payments received under this Agreement were used to supplement and not supplant the base year level of expenditures. If incentive payments are disallowed as a result of an audit finding contained in an audit (by the County's independent auditor, the OAG, the State auditor, the US Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives) that the County has used the incentive payments to supplant and not to supplement the base year level of expenditures, then the County shall refund to OAG the amount supplanted within thirty (30) calendar days of the date of the written OAG request for refund; provided further that such amounts may be offset and deducted from any funds payable under this Agreement.

7.6 Revision of Incentive Payment Methodology. If the federal incentive payment methodology is changed during the term of this Agreement, OAG and County will execute an amendment to conform to the new methodology.

8. PERFORMANCE MEASUREMENT AND CHALLENGE GOALS

8.1 Performance Requirements. The County shall comply with all federal and state laws, rules and regulations governing ICSS and child support enforcement including, but not limited to, Chapter 231 of

the Texas Family Code and Title IV-D of the federal Social Security Act and (as specified by the OAG) the policies and procedures of the OAG for implementing those state and federal requirements. The County agrees to allow the OAG to have unannounced access to and to monitor the County IV-D office and to observe the operation of and to perform investigations, audits and reviews of the operation and records of the office as deemed necessary by the OAG to assure compliance with federal and state requirements, OAG policies and procedures or other written OAG requirements. The County agrees to facilitate OAG reporting of relevant monitoring, enforcement, and customer service actions by appropriate recording of activities and information on the OAG automated child support system ("TXCSES") or (as may be required by the OAG) by preparing reports of such relevant information as may be recorded on the County automated systems. The County agrees to work with the OAG Regional Administrator on a regular basis to evaluate the month-to-month performance by the County of its obligations under this Agreement.

8.2 Performance Evaluation Standards. The County agrees that, at a minimum, it shall perform its obligations under this Agreement according to the following standards:

8.2.1 Federal Data Reliability Standards. County shall meet the ninety-five percent (95%) efficiency rate for the completeness, reliability and accuracy of the data that underlie Lines 1, 24, 25, 28 and 29 of Form OCSE 157.

8.2.2 Customer Service Standards. County shall track and provide documentation regarding all inquiries received. These activities shall be tracked by using the Case Correspondence screen on TXCSES. All inquiries shall include a statement of the inquiry, a statement of the action taken to assist the customer, a statement of any follow up action and final result, the name of the person handling the inquiry, the name of the person making the inquiry, OAG case number and/or court cause number, NCP name, CP name, and date of inquiry. County shall perform Customer Service according to the following time-lines:

- respond to written inquiries within ten (10) County work days,
- respond to e-mail inquiries within ten (10) County work days,
- take action on information received within three (3) County work days,
- document case record of action or information received at time of receipt,
- follow up to a telephone inquiry within three (3) County work days,
- complete any necessary research within fifteen (15) County work days,
- return phone calls within two (2) County work days,
- see an in-office customer the same day, and
- schedule any request for an appointment within three (3) County work days of request.

8.2.3 Public Official Inquiry Standards County shall process Public Official inquiries in accordance with the following standards. County may choose to respond to the inquiry itself or have the OAG Public Official Inquiry Section ("POIS") respond. When the County chooses to have the POIS respond County must notify POIS immediately upon receipt of either a telephonic or written inquiry. County must provide POIS with the case number, name of the person calling, and on whose behalf the person was calling. In case of a written inquiry County must fax the written inquiry to POIS immediately upon receipt. County shall assist POIS with resolving the inquiry. When County chooses to respond itself, County must, in consultation with POIS, respond to a written inquiry within five (5) County work days and a telephone inquiry the same day if possible. Immediately after responding, County must notify the POIS supervisor of the inquiry received and its resolution. County must respond to any POIS tasking within two County work

days of the date of the e-mail. County must notify POIS supervisor of any public official inquiry relating to a case that is not pending in the County office.

8.2.4 Percentage of Collections on Current Support Due. The standard for this category shall be collecting annually at least the percentage of current support due designated by the OAG as the statewide minimum standard for OAG field offices. The OAG Contract Manager shall inform the County office of the amount designated as the statewide minimum standard on or before October 31 of the federal fiscal year.

8.2.5 Percentage of Cases with Collections on Arrears. The standard for this category shall be achieving annually at least the percentage of cases with collections on arrears designated by the OAG as the statewide minimum standard for OAG field offices. The OAG Contract Manager shall inform the County office of the amount designated as the statewide minimum standard on or before October 31 of the federal fiscal year.

8.2.6 Quality and Efficiency Standards. The Quality and Efficiency Standards are set forth in the table below. County may qualify to receive an incentive payment for exceeding these minimum Quality and Efficiency Standards. In order to qualify to receive an incentive payment the County must not be in an unsatisfactory performance status (See the "Remedies for Non-Performance" section below). In order to receive a twenty-five cent (\$0.25) incentive payment the County must meet or exceed the specified exceptional standard for at least eight of the Quality and Efficiency measurements and achieve at least the minimum standard specified for all measurements. In order to receive a thirty cent (\$0.30) incentive payment the County must meet or exceed the specified exceptional standard for all measurements.

If in any given month a measurement sample contains less than twenty (20) cases, the score for that measurement will be assumed to be exceptional, regardless of the actual score, pending results of an annual evaluation of the measurement. At the end of the fiscal year (August), an annual score will be calculated for each measurement with less than twenty cases (20) during any month of the fiscal year. If the annual score does not meet the exceptional standards, any payments made during the fiscal year for assumed exceptional performance will be deducted from the August invoice.

<u>MEASUREMENT</u>	<u>CRITERIA</u>	<u>MINIMUM STANDARD</u>	<u>EXCEPTIONAL STANDARD</u>
<u>CASE INITIATION AND ORDER ENTRY</u>	All relevant case and member data updated and order information updated within 20 business days of case opening	Ninety-five percent (95%) of all cases opened during the month reviewed.	Ninety-five percent (95%) of all cases updated and order information updated within 14 business days of case opening.
<u>CASE TRANSFER</u>	Transfer case to appropriate OAG field office within 15 business days of receipt of "Case Type Change" morning mail message.	Ninety percent (90%) of all cases that should have been transferred during the month reviewed.	Ninety-one percent (91%) of all cases that should have been transferred during the month reviewed.

<u>MEASUREMENT</u>	<u>CRITERIA</u>	<u>MINIMUM STANDARD</u>	<u>EXCEPTIONAL STANDARD</u>
	Exception: If pending legal action exists when case type changes, case should be transferred to appropriate OAG field office within 10 business days of resolution of legal action.		
<u>CASE CLOSURE</u>	<ul style="list-style-type: none"> ▪ Case closure reason code correct ▪ Documentation in case folder and on system to verify closure reason ▪ Wait mandatory time before closing case 	Ninety-five percent (95%) of all cases that were closed during the month reviewed.	Ninety-six percent (96%) of all cases that were closed during the month reviewed.
<u>REVIEW AND ADJUSTMENT</u>	Within 180 calendar days of request for review OR of locating the non-requesting party (whichever occurs later), conduct review and adjust order (by requesting modification), or determine that order should not be adjusted. Provide all parties with modified order within 14 business days after order entered OR notice that order will not be adjusted within 14 business days of determination.	Ninety-five percent (95%) of all cases where parties should have been provided with a modified order or notified that order will not be adjusted during the month reviewed.	Ninety-six percent (96%) of all cases where parties should have been provided with a modified order or notified that order will not be adjusted during the month reviewed.
<u>LOCATE</u>	All appropriate locate resources utilized within 75 calendar days.	Ninety-five percent (95%) of cases where locate resources should have been utilized during the month reviewed.	Ninety-six percent (96%) of all cases where locate resources should have been utilized during the month reviewed.
<u>ADMINISTRATIVE INCOME</u>	IWO issued within 2 business days of	Ninety-five percent (95%) of all cases with	Ninety-six percent (96%) of all cases with

<u>MEASUREMENT</u>	<u>CRITERIA</u>	<u>MINIMUM STANDARD</u>	<u>EXCEPTIONAL STANDARD</u>
<u>WITHHOLDING</u>	employment verification.	new employment information during the month reviewed.	new employment information during the month reviewed.
<u>ENFORCEMENT</u>	Administrative Enforcement action taken within 30 calendar days of delinquency date or verified locate, whichever is later. OR Service completed (or unsuccessful service attempts documented to show diligent effort) within 60 calendar days of delinquency date or verified locate, whichever is later. "Delinquency Date" as used in this cell means 30 days after a missed payment.	Ninety-five percent (95%) of all cases where enforcement action should have been taken or where service should have been completed during the month reviewed.	Ninety-six percent (96%) of all cases where enforcement action should have been taken or where service should have been completed during the month reviewed.
<u>EXPEDITED PROCESSES – 6 MONTHS</u>	Legal actions completed within six months from the time of successful service on all parties	Seventy-five percent (75%) of legal actions completed within six months from the time of successful service on all parties.	Seventy-six percent (76%) of legal actions completed within six months from the time of successful service on all parties.
<u>EXPEDITED PROCESSES – 12 MONTHS</u>	Legal actions completed within twelve months from the time of successful service on all parties	Ninety percent (90%) of legal actions completed within twelve months year from the time of successful service on all parties.	Ninety-one percent (91%) of legal actions completed within twelve months from the time of successful service on all parties.
<u>AFTER COURT ORDER ENTRY</u>	All subsequent orders entered into TXCSES within 7 business days of the final hearing.	Ninety percent (90%) of all subsequent orders entered into TXCSES during the month reviewed.	Ninety-one percent (91%) of all subsequent orders entered into TXCSES during the month reviewed.

8.3 Annual Challenge Goals. Each year the OAG challenges its field offices, in their pursuit of excellence, to improve their performance over the preceding year; which in turns improves the overall performance of the Program and service to the children of Texas. The County agrees to participate in this annual challenge and use its best efforts to meet or exceed each of the annual goals as described below.

8.3.1 Annual Disbursement Goal. The standard for this category shall be disbursing at least the amount designated by the OAG Contract Manager at the beginning of each state fiscal year as the county office's annual disbursement goal. The OAG Contract Manager shall inform the county office of the amount designated as its annual disbursement goal on or before September 30 of the state fiscal year. The designated percentage shall be calculated by OAG Field Operations using a standardized formula.

8.3.2 Annual Medical Support Disbursement Goal. The standard for this category shall be disbursing at least the amount designated by the OAG Contract Manager at the beginning of each state fiscal year as the County office's annual medical support disbursement goal. The OAG Contract Manager shall inform the County office of the amount designated as its annual medical support disbursement goal on or before September 30 of the state fiscal year. The designated percentage shall be calculated by OAG Field Operations using a standardized formula.

8.3.3 Percentage of Collections on Current Support Due. The standard for this category shall be collecting annually at least the percentage of current support due designated by the OAG Contract Manager at the beginning of each federal fiscal year. The OAG Contract Manager shall inform the county office of the designated percentage on or before October 31 of the federal fiscal year. The designated percentage shall be calculated by OAG Field Operations using a standardized formula.

8.3.4 Percentage of Cases with Collection on Arrears. The standard for this category shall be achieving annually at least the percentage of cases with collections on arrears designated by the OAG Contract Manager at the beginning of each federal fiscal year. The OAG Contract Manager shall inform the County office of the designated percentage on or before October 31 of the federal fiscal year. The designated percentage shall be calculated by OAG Field Operations using a standardized formula.

8.4 Remedies for Non-Performance.

8.4.1 Failure by the County office to meet any of the minimum performance evaluation standards in the "Performance Evaluation Standards" section and its subsections above or any of the requirements of this Agreement, except the annual challenge goals in the "Annual Challenge Goals" section and its subsections above, may result in a finding of unsatisfactory performance. County must be performing satisfactorily at the end of the State fiscal year to be eligible to share in any federal incentives realized by OAG for the Federal fiscal year that encompasses eleven (11) months of that State fiscal year. Any finding of unsatisfactory performance, either by the OAG Contract Manager or the Regional Administrator, will be communicated to the County in writing by the OAG Contract Manager. The OAG Contract Manager will review the written finding of unsatisfactory performance and, in consultation with the County and the Regional Administrator, determine the validity of the finding. The OAG Contract Manager will communicate in writing the results of the review to the County and the Regional Administrator.

8.4.2 If the finding of unsatisfactory performance is validated, the County shall be requested

to provide the OAG Contract Manager with a corrective action plan. A corrective action plan, acceptable to the OAG Contract Manager, must be provided within a reasonable time period as specified by the OAG Contract Manager.

8.4.3 If the County does not return to satisfactory status within forty-five (45) calendar days after receiving notice that an unsatisfactory performance finding has been validated, then the OAG may withhold payments due to County under this Agreement until the County is once again performing satisfactorily. If the County has not either returned to satisfactory status within sixty (60) calendar days after receiving notice that an unsatisfactory performance finding has been validated, or commenced corrective action and thereafter proceeded diligently to complete such correction then the OAG may terminate this Agreement (in accordance with the "Termination of Agreement" section below) without payment to County for any costs incurred by County from the time that OAG may have commenced withholding payments due to County being in an unsatisfactory status. Where payments have been withheld and are to resume, due to County having attained satisfactory performance status, the first payment after resumption shall include all costs accrued during the period when payments to the County were withheld.

9. AUDIT PROVISIONS

9.1 The County shall maintain adequate financial records for all related work as directed under 45 C.F.R. Part 92 Subpart C, "Financial Administration", and Sections 92.30 ("Changes"), 92.40 ("Monitoring and reporting program performance"), 92.41 ("Financial reporting"), and 92.42 ("Retention and access requirements for records"), and make such records available for audit. The County also shall maintain such records as are deemed necessary by the OAG to assure proper accounting for all costs, including expenditure of incentive monies. All of the records specified in this Subsection shall be retained as subsequently specified in this Section 9.

9.2 All records, books, documents, accounting procedures, practices or any other items relevant to the performance of this Agreement shall be subject to examination or audit in accordance with all applicable state and federal laws, rules, regulations or directives, by the OAG, the State Auditor, the U.S. Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives. The County will direct that any subcontractor with whom it has established a contractual relationship to discharge the County's obligations to likewise permit OAG, the State Auditor, the U.S. Department of Health and Human Services, and The Comptroller General of the United States, to have rights of access to, inspection of, and reproduction of all books and records of the County's subcontractor(s) which pertain to this Agreement.

9.3 The County shall maintain and retain for a period of three (3) years after the termination of this Agreement, or until full and final resolution of all audit or litigation matters which arise before the expiration of the three (3) year period, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this Agreement, including but not limited to any daily activity reports and time distribution and attendance records, and other records which may show the basis of the allowable cost charges made.

9.4 In order to comply with the monitoring and auditing requirements governing this Agreement, the County is considered a subrecipient of federal pass-through funds under the Catalog of Federal Domestic Assistance (CFDA) Number 93.563, "Child Support Enforcement-Title IV-D." All accounting records

should identify the source of the funds received by the County under this Agreement as Title IV-D funds passed through from the Attorney General.

9.5 Funds received pursuant to this Agreement will be audited in accordance with OMB Circular A-133 by the County's independent auditor. County will give OAG a copy of the entire single audit report and management letter within sixty (60) days of the completion of the audit.

9.5.1. In addition to the standard single audit report, the fiscal officer duly appointed by County shall submit a Certification of Local Expenditures Report (Attachment Two) that certifies local ICSS expenditures made by the County for contract services for the period October 1 through September 31 of the fiscal year. This figure includes direct services in support of the program, does not include allocated costs, or the costs of indirect services provided by County in support of the contracted program. This Certification is due no later than six months following the fiscal year end of the County for which the expenditures are certified

County shall submit two (2) copies of the annual single audit report and Certification of Local Expenditures Report to:

Office of the Attorney General – Child Support Division
Government Contracts Section
PO Box 12017
Mail Code 062
Austin, TX 78711-2017

9.6 If funds are disallowed as a result of an audit finding contained in an audit (by the County's independent auditor, the OAG, the State auditor, the US Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives) that the County has failed to follow federal requirements for the IV-D program, then the County agrees that the OAG may recoup their loss from funds payable under this Agreement to the extent of the loss incurred by the OAG. Such recoupment would occur at the end of the audit protocol contained in OMB Circular A-133.

10. TERMINATION OF AGREEMENT

10.1 Discretionary Termination. The parties to this Agreement shall have the right, in each party's sole discretion and at its sole option, to terminate this Agreement by notifying the other party hereto in writing of such termination at least ninety (90) calendar days prior to the effective date of such termination. Such notice of termination shall comply with the notice provisions of the Notices Section below and shall state the effective date of such termination. Additionally a copy of any such notice by the County shall be sent by registered or certified mail with return receipt requested, addressed to:

Office of the Texas Attorney General
Joseph Fiore (or his successor), Mail Code 044
Managing Attorney, Contracts Attorneys, Legal Counsel Division
5500 E. Oltorf
Austin, Texas 78741

10.2 Termination of Local Rule. The County agrees that the County local rule which deems that

the part(y)(ies) to a Child support order (has) (have) made an application for Title IV-D Child Support services shall continue in effect until the termination of this Agreement (by whatever method such termination occurs).

10.3 Post-Termination Responsibilities. Both OAG and the County agree that, upon any termination of this Agreement, a smooth transfer of pending cases and of all related child support funds is in the best interest of the public being served. OAG and County therefore agree to cooperate throughout the post-termination period and to implement a reasonable transition plan (a copy of which is attached hereto and included herein) designed to achieve an efficient transfer of cases, funds, and related information in a timely manner. County agrees that, if requested by OAG, County will continue to provide services under this Agreement for an additional thirty (30) calendar days beyond the termination effective date. In such event the original termination effective date shall be extended pursuant to this provision.

10.4 Non-exclusive Remedy. Exercise by either party of its right of early termination does not relieve either party of its obligations under this Agreement prior to its termination.

11. **INTELLECTUAL PROPERTY OWNERSHIP**

All work performed pursuant to the "OAG Responsibilities" section and its subsections above, which is funded by the OAG specifically including all software developed or prepared for use by the County under the terms of this Agreement, and during the term of this Agreement, is the exclusive property of the OAG. All right, title and interest in and to said property shall vest in the OAG upon creation. OAG grants to County a non-transferable and non-exclusive limited right to use the aforesaid property. County agrees that it will not otherwise copy or in any way duplicate the property, in whole or in part, except as expressly authorized to do so by prior written consent of the OAG. County shall not transfer or disclose the property to any other person or entity except for those employees of County who require such knowledge of the property in the ordinary course and scope of their employment by County. To the extent that title to any such works may not, by operation of law, vest in the OAG, all right, title and interest in such works are hereby irrevocably assigned to the OAG. The OAG shall have the right to obtain and to hold in its own name any and all patents, copyrights, registrations, or other such protection as may be appropriate to the subject matter, and any extensions and renewals thereof. The County agrees to give the OAG as well as any person designated by the OAG all assistance reasonably required to perfect the rights, title, and interest established by this "Intellectual Property Ownership" section, without any charge or expense beyond those amounts payable to the County pursuant to the "Reimbursement of Certain Allowable Costs" and the "Federal Incentive Payments" sections and their subsections above.

12. **MAXIMUM LIABILITY OF THE OAG**

Under this Agreement, OAG liability for reimbursable expenses is limited to the amount for allowable IV-D costs incurred by the County subject to the federal financial participation rate.

Notwithstanding any other provision of this Agreement, the maximum liability of the OAG for reimbursable expenses under the terms of this Agreement is One Hundred Fifty-Four Thousand Three Hundred Twenty-Two Dollars and No/100 (\$154,322.00).

13. **NOTICES**

13.1 Written Notice; Delivery. Any notice required or permitted to be given under this Agreement by one party to the other party shall be in writing and shall be addressed to the receiving party at the address hereinafter specified (except as provided in the "Discretionary Termination" section above). The notice shall be deemed to have been given immediately if delivered in person to the recipient's address hereinafter specified. It shall be deemed to have been given on the date of certified receipt if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

13.2 County Address. The address for the County for all purposes under this Agreement and for all notices hereunder shall be:

The Honorable Sam Biscoe (or his successor in office)
County Judge of Travis County
PO Box 1748
Austin, TX 78767

with copies to (registered or certified mail with return receipt is not required for copies):

Cecelia Burke, Director (or her successor in office)
Travis County Domestic Relations Office
PO Box 1495
Austin, TX 78767

13.3 OAG Address. The address for the OAG for all purposes under this Agreement and for all notices hereunder (except as provided in the "Discretionary Termination" section above) shall be:

Alicia Key (or her successor in office)
Deputy Attorney General for Child Support
Office of the Attorney General
P.O. Box 12017
Austin, TX 78711-2017

with copies to (registered or certified mail with return receipt is not required for copies):

Joseph Fiore (or his successor in office)
Managing Attorney, Contracts Attorneys, Legal Counsel Division
Office of the Attorney General
P.O. box 12017
Austin, TX 78711-2017

13.4 Change of Notice Address. Each party may change the address for notice to it by giving notice of the address change as provided in this section. Notices of change of address shall be effective on the tenth (10th) calendar day following receipt of such notice.

14. CONTROLLED CORRESPONDENCE

After execution of this Agreement, for a communication between the County and the OAG to be considered authoritative and binding it must be in writing and generated in accordance with procedures mutually agreed to by the County and the OAG. Within ten (10) workdays after execution the OAG and the County shall meet to develop such procedures; which procedures must designate which position is authorized to sign out an authoritative and binding written communication and must also include a tracking system for all Agreement related correspondence. Such procedures must be in place within 15 workdays after execution of the Agreement. Any communication not generated in accordance with such procedures shall not be binding upon the parties and shall be of no effect. In the case of any inconsistency or conflict between such procedures and an Agreement provision, the Agreement provision shall control.

15. CONTRACT MANAGERS AND LIAISON PERSONNEL

The County and the OAG shall designate Contract Managers and liaison personnel for this Agreement. The designated liaisons shall serve as the initial point of contact for any inquiries made concerning property management. The Contract Managers shall be the initial point of contact for all other matters. The Contract Managers and liaisons shall be named in writing at the time of execution of this Agreement. Subsequent changes in Contract Managers or liaison personnel shall be communicated by the respective parties in writing per the notice procedures established by the Notices Section above.

16. GENERAL REQUIREMENTS

16.1 Procedures for Handling of Money. The County shall institute or continue to require, throughout the term of this Agreement, fiscal procedures which separate the cash handling and accounting functions. These procedures shall, at a minimum, comply with the requirements of 45 C.F.R. §302.20 and with other federal and state requirements for cash handling and accounting.

16.2 Use of IV-D Resources. All materials, property, personnel or services provided by the OAG shall be used by the County exclusively in the performance of this Agreement in the IV-D program.

16.3 Supervision of Staff. County staff and other County-provided personnel, including but not limited to private contractors retained by the County, are under the direction and supervision of the County. The purpose of contacts between OAG employees and the County IV-D staff is communication, technical assistance and overall contract monitoring, and not for the purpose of supervision of the work of County personnel.

16.4 Budgetary Limitations. County will cooperatively provide the agreed to services for the Qualifying CSE Caseload. Notwithstanding any other term or condition of this Agreement, these services are subject to annual appropriation of funding by Commissioners Court into the Travis County Domestic Relations Office budget to effectively administer and enforce the agreed upon caseload. In the event such appropriation is not made, County's obligations (except for its obligation to implement, in conjunction with the OAG, the transition plan developed in accordance with the Post-Termination Responsibilities section above) under this Agreement shall end simultaneous with the termination of such appropriation. County shall notify OAG in writing of its decision to terminate funding within ten (10) days of the date that the

decision to terminate funding is made. OAG (concomitantly with the cessation of County's obligations under this Agreement) shall have no further obligations under this Agreement except for its obligation to implement, in conjunction with the County, the transition plan developed in accordance with the Post-Termination Responsibilities section above.

All obligations of the OAG are subject to the availability of legislative appropriations and, to the availability of federal funds applicable to this Agreement. The parties acknowledge that the ability of the OAG to make payments under this contract is contingent upon the continued availability of funds for the Child Support Enforcement Strategy and the State Disbursement Unit Strategy (collectively "Strategies"). The parties acknowledge that funds are not specifically appropriated for this contract and the OAG's continual ability to make payments under this contract is contingent upon the funding levels appropriated to the OAG for the Strategies for each particular appropriation period. The OAG will use all reasonable efforts to ensure that such funds are available. The parties agree that if future levels of funding for the OAG Child Support Enforcement Strategy and/or the State Disbursement Unit Strategy and/or federal funds are not sufficient to continue operations without any operational reductions, the OAG, in its discretion, may terminate this contract, either in whole or in part. In the event of such termination, the OAG's obligations (except for its obligation to implement, in conjunction with the County, the transition plan developed in accordance with the Post-Termination Responsibilities section above) under this Agreement shall end simultaneous with the termination of either appropriated funds or federal funds and OAG shall notify County within ten (10) days of such fact in writing. County (concomitantly with the cessation of OAG's obligations under this Agreement) shall have no further obligations under this Agreement except for its obligation to implement, in conjunction with the OAG, the transition plan developed in accordance with the Post-Termination Responsibilities section above.

16.5 Property Management, Accountability and Maintenance.

16.5.1 All equipment provided by the OAG under this Agreement (including but not limited to personal computers, hardware, peripheral devices, and software) shall remain the property of the OAG and all titles and rights remain with the OAG. Prior to installation of OAG equipment, County shall verify the asset information listed on the OAG Interdepartmental Equipment Transfer (IDET) form (Attachment Three; incorporated herein and made a part hereof), provide the OAG with the physical address and actual location of each piece of OAG provided equipment, and acknowledge County's receipt, as well as, fiduciary and pecuniary responsibility with its signature. Forms shall be returned, with original signature, to OAG Property Manager. OAG shall provide through the OAG Property Manager on a quarterly basis a listing of all OAG inventoried equipment provided to County. County shall verify these quarterly inventory reports and return them to the OAG Property Manager. County shall designate a custodian for the equipment and respond to all OAG inventory and custodian verification requests within five (5) working days of receipt of the request. In the event that the physical address or actual location of any piece of equipment changes, County agrees to provide the new physical address or new actual location to the OAG within five (5) working days.

16.5.2 County shall maintain a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment. In the case of equipment with an OAG inventory tag, County shall have each person provided with such equipment complete an Acknowledgment of Custodianship of Office of the Attorney General Equipment form (Attachment Four; incorporated herein and made a part hereof). Forms shall be returned to OAG Property Manager. County shall report any loss, damage or theft of the equipment

to OAG within one (1) workday of discovery of same. County shall be liable for any loss, damage or theft of the equipment due to the negligent or intentional wrongful acts of or the failure to exercise reasonable care for the equipment's safekeeping on the part of County, its agents or its contractors. In the event of missing property, the County property management liaison shall make every attempt to locate the item. If the missing item is not found within one (1) work day a Lost or Stolen Property Report (Attachment Five; incorporated herein and made a part hereof) shall be submitted to the OAG Property Manager. If there is a suspicion of theft, County shall notify the local police department immediately and a copy of the police incident report shall also be submitted to the OAG Property Manager.

16.5.3 Equipment provided to County by OAG under this Agreement may only be used for IV-D functions.

16.5.4 County shall comply with all license agreements associated with OAG-provided software and shall not install any software upgrades or programs on any hardware provided by OAG.

16.5.5 OAG shall have all reasonable rights of access to the equipment provided by OAG during County's normal business hours.

16.5.6 County shall assist OAG in complying with the federal uniform standards governing management and disposition of property furnished by or whose cost was charged directly to a project supported by funding administered by the U.S. Department of Health and Human Services as well as all applicable state requirements governing the procurement, management, and disposition of property. Such requirements include marking such property, maintenance of detailed inventory records, and completion of a physical inventory. Property subject to this requirement includes any and all fixed assets or other property procured with the aid of federal funds. All disposition of OAG provided equipment will be performed by OAG.

16.5.7 County shall maintain and administer in accordance with good business practices a program for the protection and preservation of property provided to County in the performance of this Agreement. Repairs and maintenance of the OAG provided equipment shall be the responsibility of OAG.

16.6 Modification. This Agreement may be modified by mutual agreement of the parties at anytime, provided that said modification shall be made in a written addendum to this Agreement signed by both parties.

16.7 Confidentiality and Security Provisions

This Agreement requires County to retrieve data from the courts and other sources and create data within TXCSES. All electronic data related to the Agreement Services activities will be updated and stored exclusively in TXCSES. County will not maintain any Agreement Services data on County systems.

16.7.1. Survival of Provisions.

16.7.1.1. Perpetual Survival and Severability.

16.7.1.1.1. OAG rights and privileges applicable to OAG Data shall survive expiration or any termination of this Agreement, and shall be perpetual.

16.7.1.1.2. As an exception to the foregoing perpetual survival, if certain OAG Data become publicly known and made generally available through no action or inaction of County, then County may use such publicly known OAG Data to the same extent as any other member of the public.

16.7.1.1.3. If any term or provision of this Confidentiality and Security Provision, shall be found to be illegal or unenforceable, it shall be deemed independent and divisible, and notwithstanding such illegality or unenforceability, all other terms or provisions in this Confidentiality and Security Provision, shall remain in full force and effect and such illegal or unenforceable term or provision shall be deemed to be deleted.

16.7.2. Applicability.

16.7.2.1. References in the Confidentiality and Security Provisions.

16.7.2.1.1. All references to "County's Agents" shall mean County's officials, employees, agents, consultants, subcontractors, and representatives, and all other persons that perform Agreement Services on County's behalf.

16.7.2.1.2. All references to "Agreement Services" shall include activities within the scope of the executed Agreement.

16.7.2.1.3. All references to "OAG Data" shall mean all data and information (i) originated by OAG and/or submitted to County by or on behalf of OAG, or (ii) which County accesses from OAG systems in connection with provision of the Agreement Services. OAG Data do not include data and information originated by County in the performance of its duties as a District Clerk or Domestic Relations Office.

16.7.2.1.4. All references to "OAG Customers" shall mean any person or entity that delivers, receives, accesses, or uses OAG Data. .

16.7.2.2. Inclusion in all Subcontracts.

16.7.2.2.1. The requirements of these confidentiality and security provisions shall be included in, and apply to, all subcontracts and any agreements County has with anyone performing Agreement Services on County's behalf.

16.7.2.3. Third Parties.

16.7.2.3.1. This Agreement is between County and the OAG, and is not intended to create any independent cause of action by any third party, individual, or entity against OAG or County.

16.7.3. Disclosure and Confidentiality of Data.

16.7.3.1. Protecting Data.

16.7.3.1.1. County and County's Agents possess no special right to access, use or disclose OAG Data as a result of County's contractual or fiduciary relationship with the OAG. Tex. Gov't Code Chapter 552 defines the exclusive mechanism for determining whether OAG Data are subject to public disclosure. County stipulates, covenants, and agrees that it will not access, use or disclose OAG Data beyond its limited authorization, or for any purpose not necessary for the performance of its duties under this Agreement. As between the OAG and the County, all OAG Data shall be considered the property of OAG and shall be deemed confidential. County hereby irrevocably assigns, transfers, and conveys, and shall cause County's Agents to irrevocably assign, transfer, and convey to OAG without further consideration all of its and their right title and interest to OAG Data. Upon request by OAG, County shall execute and deliver and shall cause County's Agents to execute and deliver to OAG any documents that may be necessary or desirable under any law to preserve or enable OAG to enforce its rights with respect to OAG Data.

16.7.3.1.2. In the event that either County or County's Agent fails to comply with this subsection, and its subsections, OAG may exercise any remedy, including immediate termination of this Agreement. OAG Data have been, or will be, provided to County and County's Agents solely for use in connection with providing the Agreement Services. Without OAG's approval (in its sole discretion), neither County nor County's Agents shall: (i) use OAG Data other than in connection with providing the Agreement Services; (ii) disclose, sell, assign, lease, or otherwise provide OAG Data to third parties, including any local, state, or Federal legislative body; or (iii) commercially exploit OAG Data or allow OAG Data to be commercially exploited; or (iv) create, distribute, or use any electronic or hard copy mailing list of OAG Customers.

16.7.3.1.2.1. In the event of any unauthorized disclosure or loss of OAG Data, County shall immediately comply with the Notice subsection of the Security Incidents subsection set forth below. County or County's Agents may, however, disclose OAG Data to the extent required by law or by order of a court or governmental agency; provided that County shall give OAG, and shall cause County's Agents to give OAG, notice as soon as it or they are aware of the requirement; and use its or their best efforts to cooperate with OAG if OAG wishes to obtain a protective order or otherwise protect the confidentiality of such OAG Data. OAG reserves the right to obtain a protective order or otherwise protect the confidentiality of OAG Data.

16.7.3.1.2.1.1. County shall comply with any policies, processes, procedures, regulations, rules, or any other OAG requirements that relate to the protection or disclosure of OAG Data (including any requirements set forth in Attachment number Six, entitled "United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information") or data relating to OAG Customers, County's operations, or the County performance of the Agreement.

16.7.3.1.3. County and County's Agents shall access OAG systems or disseminate OAG Data only for the purposes for which they are authorized.

16.7.3.1.4. County acknowledges and agrees to protect OAG Data.

16.7.3.2. Statutory and Regulatory Provisions.

16.7.3.2.1. County agrees that it shall comply with all state and federal standards regarding the protection and confidentiality of OAG Data as currently effective, subsequently enacted or as may be amended. The existing requirements that are applicable to County's obligations under this Agreement are included in this Agreement.

16.7.3.3. Data Destruction.

16.7.3.3.1. Within ninety (90) calendar days of Agreement execution County and OAG shall develop, and mutually agree upon, a detailed schedule for the retention and destruction of OAG Data. The schedule will be based upon the Agreement Services being performed and the County's limited authorization to access, use, and disclose OAG Data. Subsequent to developing and agreeing upon that schedule, County shall:

16.7.3.3.1.1. Retain and destroy OAG Data in accordance with the detailed schedule for the retention and destruction;

16.7.3.3.1.2. Destroy or purge OAG Data so that they are unusable and irrecoverable; and

16.7.3.3.1.3. Within ten (10) business days of destruction or purging, provide the OAG with a signed statement(s) containing the date of destruction or purging, description of OAG Data destroyed or purged, and the method(s) used.

16.7.3.3.2. Within twenty (20) business days of Agreement expiration or termination for any reason County shall provide OAG with a signed statement detailing the nature of the OAG Data retained, type of storage media, physical location(s), and any planned destruction date.

16.7.3.3.3. In his or her sole discretion, the OAG Contract Manager may waive notification requirements or request reasonable changes to the detailed schedule for the retention and destruction of OAG Data.

16.7.3.4. Requests to County for Confidential or Public Information.

16.7.3.4.1. County and County's Agents expressly do not have any actual or implied authority to determine whether any OAG Data are public or exempted from disclosure. County is not authorized to respond to public information requests on behalf of the OAG. County agrees to forward to the OAG, by facsimile within one (1) business day from receipt all request(s) for information associated with the County's services under this Agreement. County shall forward any information requests to:

Public Information Coordinator
Office of the Attorney General
Fax (512) 494-8017

16.7.4. Security.

16.7.4.1. General/Administrative Protections.

16.7.4.1.1. At all times County shall be fully responsible to OAG for the security of the storage, processing, compilation, or transmission of all OAG Data to which it has access, and of all equipment, storage facilities, and transmission facilities on which or for which such OAG Data are stored, processed, compiled, or transmitted.

16.7.4.1.2. The County (and County's Agents) shall develop and implement access protection lists. The access protection lists shall document the name and other identifying data for any individual authorized to access, use or disclose OAG Data, as well as any special conditions and limitations applicable to each authorization.

16.7.4.1.2.1. The County shall remove individuals from or change the access rights of individuals on the applicable access protection list immediately upon such individual no longer requiring certain access. At least monthly, OAG shall send County a list of TXCSES users and County shall review and update its access protection lists and ensure that the access protection lists accurately reflect the individuals and their access level currently authorized. County shall notify OAG of the authorized personnel that should have access rights to OAG Data and information in the method prescribed by OAG. County will immediately notify OAG when an individual's access to OAG systems is no longer relevant.

16.7.4.1.2.2. The OAG may, with or without cause, and without cost or liability, revoke or deny any or all authorizations regarding access to, use of or disclosure of OAG Data and may, in its sole discretion and without consulting County, immediately terminate OAG system access for anyone performing services under this Agreement. If any authorization is revoked or denied, then County shall immediately use its best efforts to assist the OAG in preventing access, use or disclosure of OAG Data.

16.7.4.1.2.3. County shall immediately notify the OAG Contract Manager and the Security of Information liaison when any person County authorized to access the OAG systems is no longer authorized to have such access. This notice includes re-assigned or terminated individuals.

16.7.4.1.3. County shall perform background reviews, to include a criminal history record review, on all County employees who will have access to OAG Data and information, and any OAG system. County shall certify to OAG that such reviews have been conducted and that in County's opinion the aforesaid employees are deemed trustworthy. County may request OAG to perform such reviews. In such instances, County shall provide OAG with any required information, consent and authorization to perform the reviews and OAG shall perform the reviews at its own expense

16.7.4.2. Physical Security.

16.7.4.2.1. Data accessed shall always be maintained in a secure environment (with limited access by authorized personnel both during work and non-work hours) using devices and methods such as, but not limited to: alarm systems, locked containers of various types, fireproof safes, restricted areas, locked rooms, locked buildings, identification systems, guards, or other devices reasonably expected to prevent loss or

unauthorized removal of manually held data. County shall also protect against unauthorized use of passwords, keys, combinations, access logs, and badges.

16.7.4.2.2. Whenever possible, computer operations must be in a secure area with restricted access.

16.7.4.2.3.. In situations such as remote terminals, or office work sites where all of the requirements of a secure area with restricted access cannot be maintained, the equipment shall receive the highest level of protection.

16.7.4.3. Personnel.

16.7.4.3.1. At the sole discretion of the OAG, County's Agents assigned to provide services to OAG are subject to removal from providing such services.

16.7.4.3.2. County shall ensure that all persons having access to data obtained from OAG Systems are thoroughly briefed on related security procedures, restricted usage, and instructions requiring their awareness and compliance. County shall ensure that all of County's Agents receive annual reorientation sessions when offered by the OAG and all of County's Agents that perform or are assigned to perform Agreement Services shall re-execute, and/or renew their acceptance of, all applicable security documents and to ensure that they remain alert to all security requirements.

16.7.4.3.3. County's Agents shall only be granted access to OAG Systems after they have received all required security training, read the OAG Data Security Policy Manual (Attachment Seven), signed the acknowledgment (and County has given the signed acknowledgment to the OAG Contract Manager) and read and accepted the OAG Automated Computer System Access Statement of Responsibility (Attachment Eight) and read and signed the IRS Information Notification Form (Attachment Nine).

16.7.4.3.4. County shall protect against any key-person dependence or collusion by enforcing, as applicable, policies of separation of duties, restricted job responsibilities, audit logging, and job rotation.

16.7.5. Security Audit.

When OAG performs any monitoring or observations, or audits, investigations, inspections and reviews, OAG will provide County with reasonable notice that conforms to standard business audit protocol. However prior notice is not always possible when such functions are performed by the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services and the Comptroller General of the United States. In those instances the OAG will endeavor to provide as much notice as possible but the right to enter without notice is specifically reserved.

16.7.5.1. Right to Audit, Investigate and Inspect.

16.7.5.1.1. The County shall, and shall require County's Agents to, permit the OAG, the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services and the Comptroller General of the United States to:

16.7.5.1.1.1. monitor and observe the operations of, and to perform security investigations, audits and

reviews of the operations and records of, the County and County's Agents;

16.7.5.1.1.2. enter into the offices and places of business of the County and County's Agents for a security inspection of the facilities and operations used in the performance of Agreement Services. Specific remedial measures may be required in cases where the County or County's Agents are found to be noncompliant with physical and/or data security protection.

16.7.5.1.2. Any audit of documents shall be conducted at the County's principal place of business and/or the location(s) of the County's operations during the County's normal business hours and at the OAG's expense. County shall provide to OAG and such auditors and inspectors as OAG may designate in writing, on County's premises, (or if the audit is being performed of a County's Agent, the Agent's premises, if necessary) the physical and technical support reasonably necessary for OAG auditors and inspectors to perform their work..

16.7.6. Security Incidents.

16.7.6.1. Response to Security Incidents.

16.7.6.1.1. County shall detect and respond to security incidents which might occur. County shall maintain an internal incident response plan to facilitate a quick, effective and orderly response to information security incidents. The incident response plan should cover such topics as:

1. Initial responders
2. Containment
3. Management Notification
4. Documentation of Response Actions
5. Expedious confirmation of system integrity
6. Collection of audit trails and similar evidence
7. Cause analysis
8. Damage analysis and mitigation
9. Internal Reporting Responsibility
10. External Reporting Responsibility
11. OAG Contract Manager's and OAG CISO's name, phone number and email address

Attachment Ten is County's current internal incident response plan. Any changes to this incident response plan require OAG approval (which approval shall not be unreasonably withheld) and may be made by Controlled Correspondence.

16.7.6.2. Notice.

16.7.6.2.1. The term "security incident" means an occurrence or event where the confidentiality of OAG Data may have been compromised and includes, without limitation, a failure by County to perform its obligations under the Disclosure and Confidentiality of Data, and Security subsections above.

16.7.6.2.2. Within one (1) hour of concluding that there has been, any physical, personnel, system, or OAG Data security incident County shall initiate damage mitigation and notify the OAG Chief Information Security Officer ("OAG CISO") and the OAG Contract Manager, by telephone and by email, of the security incident and the initial damage mitigation steps taken.

16.7.6.2.3. Within twenty-four (24) hours of the discovery, County shall conduct a preliminary damage analysis of the security incident; commence an investigation into the incident; and provide a written report to the OAG CISO, with a copy to the OAG Contract Manager fully disclosing all information relating to the security incident and the results of the preliminary damage analysis. This initial report shall include, at a minimum: nature of the incident (e.g., data loss/corruption/intrusion); cause(s); mitigation efforts; corrective actions; and estimated recovery time.

16.7.6.2.4. Each day thereafter until the investigation is complete, County shall: (i) provide the OAG CISO, or the OAG CISO's designee, with a daily oral or email report regarding the investigation status and current damage analysis; and (ii) confer with the OAG CISO, or the OAG CISO's designee, regarding the proper course of the investigation and damage mitigation.

16.7.6.2.5. Whenever daily oral reports are provided, County shall provide, by close of business each Friday, an email report detailing the foregoing daily requirements.

16.7.6.3. Final Report.

16.7.6.3.1. Within five business days of completing the damage analysis and investigation, County shall submit a written Final Report to the OAG CISO with a copy to the OAG Contract Manager, which shall include:

16.7.6.3.1.1. A detailed explanation of the cause(s) of the security incident;

16.7.6.3.1.2. A detailed description of the nature of the security incident, including, but not limited to, extent of intruder activity (such as files changed, edited or removed; Trojans), and the particular OAG Data affected; and

16.7.6.3.1.3. A specific cure for the security incident and the date by which such cure shall be implemented, or if the cure has been put in place, a certification to the OAG that states the date the County implemented the cure, a description of how the cure protects against the possibility of a recurrence, and that the County's security program is operating with the effectiveness required to assure that the security, confidentiality and integrity of OAG Data is protected.

16.7.6.3.2. If the cure has not been put in place by the time the report is submitted, County shall within five (5) business days after submission of the final report, provide a certification to the OAG that states the date the County implemented the cure, a description of how the cure protects against the possibility of a recurrence, and that the County's security program is operating with the effectiveness required to assure that the security, confidentiality and integrity of OAG Data is protected.

16.7.6.3.3. If County fails to provide a Final Report and Certification within fifteen (15) calendar days of the security incident, County agrees the OAG may exercise any right, remedy or privilege which may be available to it under applicable law of the State and any other applicable law. The exercise of any of the foregoing remedies will not constitute a termination of this Agreement unless the OAG notifies the County in writing prior to the exercise of such remedy.

16.7.6.4. Independent Right to Investigate.

16.7.6.4.1. The OAG reserves the right to conduct an independent investigation of any security incident, and should OAG choose to do so, County shall cooperate fully, making resources, personnel and systems access available. If at all possible, OAG will provide reasonable notice to County that it is going to conduct an independent investigation.

16.7.7. Remedial Action.

16.7.7.1. Remedies Not Exclusive and Injunctive Relief.

16.7.7.1.1. The remedies provided in this section are in addition to, and not exclusive of, all other remedies available within this Agreement, or at law or in equity. OAG's pursuit or non-pursuit of any one remedy for a security incident(s) does not constitute a waiver of any other remedy that OAG may have at law or equity.

16.7.7.1.2. If injunctive or other equitable relief is available, then County agrees that the OAG shall not be required to post bond or other security as a condition of such relief.

16.7.7.2. Notice to Third Parties.

16.7.7.2.1. Subject to OAG review and approval, County shall provide notice of the security incident, with such notice to include: (i) a brief description of what happened; (ii) to the extent possible, a description of the types of personal data that were involved in the security breach (e.g., full name, SSN, date of birth, home address, account number, etc.); (iii) a brief description of what is being done to investigate the breach, mitigate losses, and to protect against any further breaches; (iv) contact procedures for those wishing to ask questions or learn additional data, including a telephone number, website, if available, and postal address; and (v) instructions for accessing the Consumer Protection Identity Theft section of the OAG website. County and OAG shall mutually agree on the methodology for providing the notice.

16.7.7.2.2. If County does not provide the required notice OAG may elect to provide notice of the security incident. County and OAG shall mutually agree on the methodology for providing the notice. Costs (excluding personnel costs) associated with providing notice shall be reimbursed to the OAG by County. If the County does not reimburse such cost within thirty (30) calendar days of request OAG shall have the right to collect such cost. Additionally, OAG may collect such cost by offsetting or reducing any future payments owed to County.

16.7.7.3 Commencement of Legal Action.

16.7.7.3.1. County shall not commence any legal proceeding on OAG's behalf outside the scope of the Agreement services, without the OAG's express written consent.

16.8 Political Activities. As required by 5 U.S.C. § 1501 *et seq.*, none of the resources contributed by the OAG or the County pursuant to this Agreement shall be used in the performance of any partisan political activity or to further the election or defeat of any candidate for public office.

16.9 Acknowledgment of Funding. The County agrees to place in any literature describing the services covered under this Agreement (as well as in all reports of investigations, studies, and other materials) notices acknowledging the funding provided by the OAG and the federal Office of Child Support Enforcement to the County. All such literature, reports, and other materials shall be the joint property of the parties to this Agreement.

16.10 Assignment. Neither this Agreement nor any rights, services, duties or responsibilities hereunder shall be assigned or delegated by either party in whole or in part without the prior written consent of the other party.

16.11 Subcontracting. The County shall not subcontract any portion of the IV-D services to be performed under this Agreement without the prior written approval of the OAG. All subcontracts, if any, entered into by the County shall be written and competitively advertised. Any subcontract entered into by the County shall be subject to the requirements of this Agreement. The County agrees to be responsible to the OAG for the performance of any subcontractor and remains bound to perform the duties described in any subcontract regardless of whether the subcontractor breaches in its performance. The County understands and acknowledges that the OAG is in no manner liable to any subcontractor of the County.

16.12 Compliance with Other Requirements. The County shall comply with all federal and state laws, rules, regulations, requirements and guidelines applicable to County: (1) performing its obligations hereunder and to assure, with respect to its performances hereunder, that the OAG is fully and completely meeting obligations imposed by all laws, rules, regulations, requirements, and guidelines upon the OAG in carrying out the ICSS program pursuant to Chapter 231 of the Texas Family Code and Title IV, Part D, of the Social Security Act of 1935, as amended; (2) providing services to OAG as these laws, rules, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Agreement. Notwithstanding anything to the contrary in this Agreement, OAG reserves the right, in its sole discretion, to unilaterally amend this Agreement throughout its term to incorporate any modifications necessary for OAG's or County's compliance with all applicable state and federal laws, rules, regulations, requirements and guidelines.

16.13 Computer Generated Data Disclaimer.

THE OAG MAKES NO REPRESENTATION AND NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE ACCURACY OF COMPUTER GENERATED DATA, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, IF ANY, OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

COUNTY MAKES NO REPRESENTATION AND NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE ACCURACY OF COMPUTER GENERATED DATA, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, IF ANY, OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

NEITHER PARTY SHALL BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS OR OTHER CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES. BOTH PARTIES AGREE THAT THE SOLE AND EXCLUSIVE REMEDIES FOR ANY COMPUTER INFORMATION PROBLEM SHALL BE EITHER (1) THE CORRECTION OF THE SOURCE OF THE COMPUTER RELATED PROBLEM, BY THE PARTY WITH CONTROL OF THE SOURCE OR THE ERROR, OR (2) TERMINATION OF THIS AGREEMENT.

16.14 Independent Contractor. It is expressly understood and agreed by the parties hereto that the County is an independent contractor. It is further expressly understood and agreed that any County personnel employed or retained to carry out the terms of this Agreement are deemed to be the employees and/or agents of the County for the purposes of retirement benefits, health insurance, all types of leave, and for any and all other purposes.

16.15 Civil Rights. County agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the 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 available under this Agreement. County shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity", and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor". County shall ensure that all subcontracts comply with the above referenced provisions.

16.16 Environmental Protection. County shall be in compliance with all applicable standards, orders, or requirements issued pursuant to the mandates of the Clean Air Act (42 U.S.C. Section 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1251 *et seq.*).

16.17 Certain Disclosures Concerning Lobbying. County shall comply with the provisions of a federal law known generally as the Lobbying Disclosure Acts of 1989, and the regulations of the United States Department of Health and Human Services promulgated pursuant to said law, and shall make all disclosures and certifications as required by law. County must sign and return the Certification Regarding Lobbying included in this Agreement as Attachment Eleven. This certification certifies that the County will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. It also certifies that the County will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by completing and submitting Standard Form LLL.

16.18 Dispute Resolution Process for County Breach of Contract Claim

16.18.1 The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the OAG and County to attempt to resolve any claim for breach of contract made by County.

16.18.2 A County claim for breach of this Agreement that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the County shall submit written notice, as required by subchapter B, to the Director, Child Support Division, Office of the Attorney General, P.O. Box 12017 (Mail Code 033), Austin, Texas 78711-2017. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the OAG and County otherwise entitled to notice under this Agreement. Compliance by County with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.

16.18.3 The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the County's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the OAG if the parties are unable to resolve their disputes under the immediately preceding section.

16.18.4 Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Agreement by the OAG nor any other conduct of any representative of the OAG relating to the Agreement shall be considered a waiver of sovereign immunity to suit.

16.18.5 The submission, processing and resolution of the County's claim is governed by the published rules adopted by the OAG pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

16.18.6 Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by County, in whole or in part.

16.19 News Releases or Pronouncements. News releases and/or advertisements, publications, declarations and any other pronouncements, not required by law, pertaining to this transaction by the County, using any means or media, must be approved in writing by the OAG prior to public dissemination.

16.20 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding \$100,000.00. County certifies by entering into this Agreement, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The certification requirement of this provision shall be included in all subcontracts that exceed \$100,000.

16.21 Reporting Fraud, Waste or Abuse The Contractor must report any suspected incident of fraud, waste or abuse associated with the performance of this Contract to any one of the following listed entities:

the Contract Manager;
the Deputy Director for Contract Operations, Child Support Division;
the Director, Child Support Division;
the Deputy Director, Child Support Division;
the OAG Ethics Advisor;
the Director of the OAG Office of Special Investigations;
the OAG's Agency Integrity Program ("AIP") Hotline (866-552-7937) or the AIP E-mailbox (AIP@oag.state.tx.us);
the State Auditor's Office hotline for fraud (1-800-892-8348); or the Texas State Auditor's Special Investigation Unit, (512) 936-9500.

16.21.1 The report of suspected misconduct shall include (if known):

the specific suspected misconduct;
the names of the individual(s)/entity(ies) involved;
the date(s)/location(s) of the alleged activity(ies);
the names and all available contact information (phone numbers, addresses) of possible witnesses or other individuals who may have relevant information; and
any documents which tend to support the allegations.

16.21.2 The words fraud, waste or abuse as used in this Section have the following meanings:

Fraud is the use of one's occupation for obtaining personal benefit (including benefit for family/friends) through the deliberate misuse or misapplication of resources or assets.

Waste is the extravagant careless or needless expenditure of funds or consumption of property that results from deficient practices, system controls, or decisions.

Abuse, being distinct from fraud, encompasses illegal acts or violations of policy or provisions of contracts or grant agreements. When abuse occurs, no law, regulation or provision of a contract or grant agreement is necessarily violated. Rather, the conduct of an individual falls short of behavior that is expected to be reasonable and necessary business practice by a prudent person. An example of abuse would be misuse of the power or authority of an individual's position.

16.22 Non-Waiver of Rights. Failure of a party to require performance by another party under this Agreement will not affect the right of such party to require performance in the future. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under this Agreement shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a party of any breach of any term of this Agreement will not be construed as a waiver of any continuing or succeeding breach. Should any provision of this Agreement be invalid or unenforceable, the remainder of the provisions will remain in effect.

16.23 Offshoring. All work to be performed under this Agreement shall be performed within the United States and its territories.

16.24 Applicable Law and Venue. County agrees that this Agreement in all respects shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions

regarding conflicts of laws. County also agrees that the exclusive venue and jurisdiction of any legal action or suit brought by County concerning this Agreement is, and that any such legal action or suit shall be brought, in a court of competent jurisdiction in Travis County, Texas. OAG agrees that any legal action or suit brought by OAG concerning this Agreement shall be brought in a court of competent jurisdiction in Travis County. County further agrees that all payments shall be due and payable in Travis County, Texas.

16.25 Implementation of County IV-D Office.

16.25.1 Implementation.

16.25.1.1 Within thirty (30) calendar days of Agreement execution County and OAG agree to develop a mutually agreed to Project Management Plan and Work Breakdown Structure for implementing the County IV-D Office. The aforesaid Project Management Plan and Work Breakdown Structure shall:

- Contain project organization information for both County and OAG staff;
- Explain the roles and responsibilities for all County and OAG staff assigned to the project;
- Set forth reporting relationships and lines of communication;
- Delineate tasks required for the implementation of the County IV-D Office; and
- Set forth timelines and milestones for project completion.

16.25.1.2 County and OAG shall each provide a project manager and deputy to work with the OAG on the implementation of the County IV-D Office. County agrees that these personnel shall be dedicated to this project and shall remain on the project for six (6) calendar months after the County IV-D Office becomes operational.

16.25.1.3 County and OAG project managers shall meet weekly to discuss and resolve issues that may affect successful implementation of the County IV-D Office. The project managers shall address Tasks Completed, Tasks in Progress, Work to be Initiated during the Next Period and Issues Requiring Management Attention. Issues Requiring Management Attention shall include any problems that may delay implementation and proposed corrective action. The managers shall also assess the impact on the project schedule due to any deviation from the planned start and/or completion dates for individual tasks and milestones. Individual items discussed including resolution of Issues Requiring Management Attention shall be documented in a written meeting report approved by both managers.

16.25.2 Implementation Cost Reimbursement

16.25.2.1 Notwithstanding anything to the contrary in this Agreement (including but not limited to Section 12, "Maximum Liability of the OAG" above), the OAG shall reimburse County for certain Implementation Cost in accordance with the Implementation Cost Reimbursement Subsection and its Subsections. The OAG shall reimburse the County for the federal share of the Implementation Cost. Federal share has the meaning assigned to it by Section 6.1 above. The OAG is liable to the County for payment of the federal share of reimbursement to the extent that the OAG receives the federal share. If the federal share is received by the OAG and that amount or any part

of it is later disallowed by the federal government, the County official to whom payment was made shall return the amount disallowed to the OAG not later than the thirtieth (30th) calendar day after the date on which notice to return the disallowed amount was given by the OAG. The Cost Principles for "State and Local Governments" as defined in OMB Circular A-87 shall apply to the Implementation Cost reimbursed under this Agreement. OAG shall not be liable to reimburse the County for any allowable Implementation Cost incurred prior to the commencement of this Agreement or incurred after the date that the County IV-D Office begins performing monitoring and enforcement functions on child support obligations residing on the OAG automated Child Support System (TXCSES"). All Implementation Cost reimbursement is subject to the conditions set forth in Subsections 6.4.5 and 6.4.6 above.

16.25.2.2 OAG shall reimburse the County for office space build-out and furnishing to accommodate staff whose time on the job will be dedicated in whole to the IV-D Enforcement Process. Said space shall not exceed one hundred twenty (120) square feet per person. Said furnishing shall not exceed, per person, one desk or workstation with one chair, one five (5) drawer filing cabinet, one bookcase, one visitor chair, one adding machine, one chair mat, one surge protector, one trash container, and one personal computer with operating system software. OAG shall also reimburse the cost for one printer for every three (3) persons. If County requires furnishing in addition to the aforesaid furnishing County shall submit a written request to the OAG Contract Manager detailing the need for such furnishing. Prior to incurring any cost under this Subsection County must have obtained: OAG's written approval as to the number of staff to be accommodated by the space build-out and furnishing; and OAG's written approval to acquire any County requested additional furnishing. County shall invoice the OAG monthly for space build-out and/or furnishing costs actually paid in the preceding month. The invoice must be submitted no later than two months after the month in which the County paid the space build-out and/or furnishing costs. The OAG may decline to reimburse the County if the invoice is submitted at a later time. The invoice must detail the implementation cost paid and the date of same. The invoice shall have attached to it copies of bills paid by the County for the allowable space build-out and/or furnishing. The invoice shall contain such additional information and documentation as the OAG may require and shall be submitted in the manner and/ or on the forms reasonably specified by the OAG. The invoice shall be submitted to the address set forth in the Reimbursement Process Section above. The OAG shall process a properly prepared invoice for payment in accordance with the State procedures for issuing state payments and the Texas Prompt Payment Act.

16.25.2.3 OAG shall reimburse the County monthly for the salary cost of staff whose time on the job is dedicated in whole or in part to directly working to implement the County IV-D Office. Prior to incurring any cost under this Subsection County must have obtained OAG's written approval as to the specific person whose salary cost will be reimbursed. The County request for OAG approval must be in writing and must include the staff person's: name, IV-D Office employment position (if applicable), salary classification, salary schedule, hourly rate, whether the person's time will be dedicated in whole or in part and the person's position in the County.

16.25.2.4 The County shall bill OAG monthly for the salary cost incurred during the preceding month. The invoice must be submitted no later than two months after the month in which the County incurred the salary cost. The OAG may decline to reimburse the County if the invoice is submitted at a later time. The invoice must detail the salary Implementation Cost incurred and state the period during which the salary Implementation Cost was incurred. The invoice shall contain such information and documentation as the OAG may require and shall be submitted in the manner and/ or on

the forms reasonably specified by the OAG. The invoice shall be submitted to the address set forth in the Reimbursement Process Section above. The invoice shall be accompanied by time distribution and attendance records for the persons for whom salary Implementation Cost reimbursement is being claimed. The OAG shall process a properly prepared invoice for payment in accordance with the State procedures for issuing state payments and the Texas Prompt Payment Act.

16.25.2.5 The County shall require all persons whose compensation is reported to OAG for reimbursement, to maintain time distribution and attendance records consisting of a report of all time spent each calendar month on activities undertaken to implement the County IV-D Office, including time on leave. For the purposes of this Agreement, the term "time on leave" shall be defined as that term is defined in the laws of the State of Texas applicable to the employees of the State of Texas. Such monthly records must contain a certification that all hours submitted as chargeable to OAG for reimbursement pursuant to this Agreement were devoted exclusively to implementation of the County IV-D Office. Such monthly records shall be reported on Attachment Twelve, incorporated herein and made a part hereof, or such other form as may be agreed upon between the County and the OAG. The OAG shall not be liable to reimburse County for the costs incurred by the County for the payment of the salary of any person from the date that the person: first fails to properly maintain and/or timely provide the time distribution and attendance records; or first refuses to provide source and/ or supplementary material for entries made in the aforesaid time distribution and attendance records. The OAG shall continue to have no obligation to reimburse the County for such salary costs until said person properly maintains and provides all required (properly maintained) time distribution and attendance records, and source and supplementary material for entries made in the aforesaid time distribution and attendance records.

16.25.2.6 The County agrees to allow the OAG to have unannounced access to the offices of the persons approved for salary cost reimbursement to observe the work of said persons and to have access to the records of said persons and office (including detail payroll records supporting the actual amounts claimed for salary cost reimbursement of said persons) as deemed necessary by the OAG. Should the OAG find that any hours submitted for reimbursement were not devoted exclusively to implementation of the County IV-D Office the OAG shall no longer be liable to reimburse County for the costs incurred by the County for the payment of salaries and the County shall be liable to return to the OAG all reimbursement for salaries made by OAG to the County. Such return shall be made by the County official to whom payment was made not later than thirty (30) calendar days after receipt of the OAG written request for return of the salary reimbursement.

16.25.2.7 OAG shall reimburse the County for travel cost incurred by County Personnel traveling to receive OAG provided training on: OAG and Title IV-D policy and procedures for IV-D Program Activities and the use of the OAG "Texas Child Support Enforcement System" application. The OAG will reimburse the County subject to the rates specified for travel by its own classified employees, for the expenses approved by the OAG that are allowable for reimbursement in the State of Texas Travel Allowance Guide. Any claim for such travel reimbursement shall include adequate supporting documentation as prescribed in the State of Texas Travel Allowance Guide. The County shall submit a request for reimbursement to the OAG within thirty (30) calendar days after the end of the month in which travel expenses were incurred; unless this requirement is waived at the discretion of the OAG. The invoice shall be submitted to the address set forth in the Reimbursement Process Section above. Upon receipt of the properly documented request for reimbursement, the OAG shall process payment for the reimbursement

request in accordance with the Texas Prompt Payment Act and other applicable state requirements.

16.26 Headings. The headings for each section of this Agreement are stated for convenience only and are not to be construed as limiting.

16.26 Survival of Terms. Termination of this Agreement for any reason shall not release County from any liability or obligation set forth in this Agreement that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination.

16.27 Entire Agreement. This instrument constitutes the entire Agreement between the parties hereto, and all oral or written agreements between the parties hereto relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained herein.

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

16.29 Attachments.

16.29.1 Attachment One is attached to this Agreement for the sole purpose of illustrating the allocation calculations which the OAG will perform in allocating any bonus allocations for incentive revenues earned by counties participating in cooperative agreements to enhance the delivery of IV-D services to Texas citizens.

16.29.2 Attachment Two, "Certification of Local Expenditures Report"

16.29.3 Attachment Three, "Inter-departmental Equipment Transfer" shall be verified or prepared and signed by County to acknowledge the movement of equipment and software between the County and the OAG.

16.29.4 Attachment Four, "Acknowledgment of Custodianship of Office of the Attorney General Equipment" form shall be completed by each person provided with equipment with an OAG inventory tag.

16.29.5 Attachment Five, "Lost or Stolen Property Report" shall be completed by County upon determination of OAG equipment being lost or stolen and forwarded to the OAG liaison.

16.29.6 Attachment Six is the "United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information"

16.29.7 Attachment Seven is the OAG Information Security Policy Manual which all County personnel obtaining access to the OAG system must read.

16.29.8 Attachment Eight represents the OAG Statement of Responsibility which all County personnel requesting access to the OAG system must complete and sign.

16.29.9 Attachment Nine, "IRS Information: Notification Form", shall be read and signed by all County Personnel requesting access to the OAG system.

16.29.10 Attachment Ten, is the County's "Internal Incident Response Plan" which shall be used to facilitate a quick, effective and orderly response to information security incidents.

16.29.11 Attachment Eleven, "Certification Regarding Lobbying", shall be signed by the County and returned with executed Agreement.

16.29.12 Attachment Twelve, Individual Employee Time and Attendance Record

16.29.13 Attachment Thirteen, "IRS Notice", shall be posted by the County in all County work areas affected by this Agreement.

16.29.13 Attachment Fourteen, "Termination Transition Plan"

THIS AGREEMENT IS HEREBY ACCEPTED.

FOR THE COUNTY:

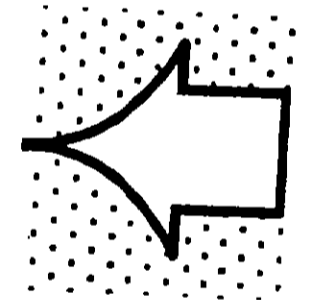
FOR THE OFFICE OF THE ATTORNEY GENERAL:

The Honorable Sam Briscoe
County Judge, Travis County

Alicia G. Key
Deputy Attorney General for Child Support

Date _____

Date _____



MEME

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SAMPLE Estimate County Share of Incentives

Federal Fiscal Year	[A] Estimated County Collections	[B] Texas Collections Base	[C] = [A] + [B] Cnty to Coll Base Ratio	[D] Texas Performance Incentives	[E] = [D] X [C] County Revenue Allocation	[F] Field Office Percentage	[G] = [E] X [F] Projected Incentives	
	CCS	\$75,000,000	4,000,000,000	1.875%	\$8,500,000	\$159,375.00	33.20%	\$52,912.50
	COA	\$75,000,000	4,000,000,000	1.875%	\$7,000,000	\$131,250.00	33.20%	\$43,575.00
	Cost Effect	\$75,000,000	4,000,000,000	1.875%	\$9,000,000	\$168,750.00	33.20%	\$56,025.00

estimated

FY08	Minimum Score	Score	Applicable Percentage
CCS	63%	80.0%	100%
COA	65%	80.0%	100%
Cost Effect	\$7.50	\$53.72	100%

County Share of Federal Incentives*:

Collections on Current Support	\$52,912.50
Collections on Arrears	\$43,575.00
Cost Effectiveness	\$56,025.00
Total County Share of Incentives:	\$152,512.50

* County Cost Effectiveness must be equal to or greater than State cost effectiveness, based on ICSS Annual Reports and OSCE Reports
 * Projected Incentive X Applicable Percentage

ICSS SFY 200 ____
Certification of Local Expenditures

County of _____, Fiscal Year 200 ____

From _____ To _____

Actual Local Expenditures for SFY 200 ____

Salaries and Fringe Benefits	\$
Travel	\$
Operating Expenses	\$
Non-Residential Services	\$
Residential Services	\$
Other (Please Describe)	\$
Fiscal Year Total	\$

Verification

I DO SOLEMNLY SWEAR THAT the foregoing Financial Statement filed herewith is in all things true and correct, and fully shows all information required to be reported pursuant to TEXAS HUMAN RESOURCE CODE Sec. 141.082.

Signature of Affiant

SWORN AND SUBSCRIBED BEFORE ME BY _____ this

_____ day of _____, 200____, to certify which, witness my hand and seal.

Notary Public in and for

_____ County, Texas

INTER-DEPARTMENTAL EQUIPMENT TRANSFER

Inventory Number	Description	Serial Number	Receiving Employee Location

Transferred VIA ISSS Mail UPS Freight Line SSD Movers Contract movers Other

Interim Signature: _____

Remarks:



Transferring Division Code

Division Name

Receiving Division Code

Division Name



Approved for Transferring Office by:

Date:

Approved for Receiving Office by:

Date:

Property Manager's Signature:

Date:

**ACKNOWLEDGMENT OF CUSTODIANSHIP
ATTORNEY GENERAL OF TEXAS**

I, _____, personally acknowledge that I have custody of a
Computer (Inventory number _____, serial # _____),
printer (Inventory number _____, serial # _____),
fax machine (Inventory number _____, serial # _____),
and/or other equipment (modem, tape drive, router, etc.)

(Inventory number _____ serial # _____), on this
____ day _____ 19 ____.

I acknowledge that the above-described equipment has been installed at _____
_____.

I agree to accept responsibility for the security and protection of the above-described
equipment. If any of the equipment is lost, damaged, or stolen or if any of the equipment must
be
moved from the location of installation, I will contact Property Management of the Office of
the Attorney General. I agree to restrict the use of the above-described equipment to the
processing of Title IV-D child support cases. I recognize that the Office of the Attorney
General shall retain legal title to the above-described equipment. I agree to follow the
requirements set out in 45 CFR Part 74, for the Property Management policies
and procedures, as well as any other applicable state or federal laws or regulations.

Custodian Name (Print or Type)

Custodian Signature

Attorney General of Texas

LOST OR STOLEN PROPERTY REPORT

(TO BE COMPLETED WITHIN 24 HOURS OF DISCOVERY)

OAG SECURITY FILE
NO.
FOR SECURITY USE ONLY

Date of Report: _____

Division Name: _____ Room #: _____

Street Name: _____ City/State: _____

Location of Property: _____ Date and Time Missed: _____

Property last used or observed:

Person Property assigned to: _____

Description of lost/stolen property: _____

Name of Police Agency notified: _____ Offense Report #: _____

	Description of Property	Personal or State	OAG Inventory #	Serial Number	Cost at Time of Purchase
1					
2					
3					
4					
5					
6					

REPORT IN DETAIL: _____

Reported By: _____ Title/Dept.: _____

Address: _____ Phone #: _____

MAKE IN TRIPLICATE AND SEND ORIGINAL TO PROPERTY MANAGEMENT IN THE SUPPORT SERVICES DIVISION, ONE COPY TO THE INTERNAL SECURITY AND INVESTIGATIONS DIVISION, THEN KEEP ONE COPY FOR YOUR FILES.

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ATTACHMENT NUMBER SIX

United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information

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ATTACHMENT NUMBER SIX

United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information

#.1. PERFORMANCE

- #.1.1. In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
- #.1.2. All work will be done under the supervision of the contractor or the contractor's employees.
- #.1.3. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- #.1.4. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- #.1.5. The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- #.1.6. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- #.1.7. All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in NIST SP 800-53. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- #.1.8. No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.

ATTACHMENT NUMBER SIX

United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information

#.1.9. The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

#.1.10. The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

#.2. CRIMINAL/CIVIL SANCTIONS

#.2.1. Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

#.2.2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

#.2.3. Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of

ATTACHMENT NUMBER SIX

United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

#.3.INSPECTION

#.3.1. The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.



Information Security Policy Manual

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0. Executive Summary

The Office of Attorney General [OAG] has a commitment to the citizens of Texas to ensure that the information entrusted to them will be reasonably secure and protected. Unauthorized use of any kind must not be tolerated and such use should be punishable to the fullest extent of the law. An effective information security program takes a lot of work, commitment and cooperation among the employees of OAG. We are all involved in the well-being of this strategic effort. The Information Security Officer for your division (i.e., CSD or A&L) may be contacted for further information as required.

Purpose

The intent of the *OAG Information Security Policy Manual* is threefold:

- 2) comprehensive documentation of the current information security and contingency planning policies as determined by management;
- 3) education for the users on the proper usage of OAG information assets; and
- 4) legal ramifications of the misuse of information assets.

The Challenging OAG Environment

Information asset protection and contingency planning are becoming two of the more complex challenges of the modern automated environment. Our automation systems consist of large central databases, over one hundred (100) Local Area Networks (LAN) and one of the largest Wide Area Networks (WAN) in the State of Texas. Our network is now tied to the Internet, and other State and federal agencies as required.

Information Asset Protection and Disclosure

As technology becomes more prolific, the chance of OAG information assets becoming destroyed, modified or disclosed, either intentionally or inadvertently, becomes more prevalent. The Texas Administrative Code I TAC 201.13 (b) indicates a required classification and ownership methodology under the Texas Public Information Act.

Security Awareness Program

A comprehensive security awareness program has been established for all OAG personnel. It is incumbent upon each OAG employee, consultant or contractor to be familiar with the *Information Security Policy Manual* and associated procedures in his or her respective area.

Contingency Planning

Finally, the OAG is charged with providing a comprehensive contingency plan and disaster recovery procedures for all data center, and field operations. Information security "ownership," classification, access and controls, resulting risk assessment and criticality analyses are used as a basis for business resumption planning.

1.0 Policy

1.1 Program Policy:

Information and information resources residing in the Office of the Attorney General (OAG) are strategic and vital assets belonging to the people of Texas. These assets require a degree of protection commensurate with their value. Measures will be taken to protect these assets against accidental or unauthorized disclosure, modification or destruction, as well as to assure the security, reliability, integrity and availability of information.

1.2 Scope of Policy:

This policy applies to all information resources that are used by or for the OAG. It applies to information processing systems throughout their life cycle. This policy also applies to all users (manager, employees, contractors, etc.) of OAG information assets.

1.3 Issue-Specific Policy:

The following are the policies that cover specific issues as they relate to the security of information within the OAG.

1.3.1 Use of OAG Information Resources:

State information resources will be used only for official State purposes. Compliance with this policy will be monitored via periodic maintenance, scheduled and random audits. The individual user of OAG information resources shall have no expectation of privacy for information contained within or processed by an OAG information resource.

1.3.2 Classification of Information (Data) Assets:

All information processed by or for the OAG is of value and therefore will be classified. The OAG has three levels of data classification. They are confidential, sensitive and unclassified. Further detailed descriptions of these classifications can be found in the "Information Classifications" section of the Information Security Procedure Manual.

1.3.3 Information Asset Protection:

Information which is confidential or sensitive will be protected from unauthorized access or modification. Data which is essential to critical State functions must be

protected from loss, contamination or destruction. The expense of security safeguards will be appropriate to the value of the assets being protected.

1.3.4 Access to OAG Information Assets:

Access to OAG information resources must be strictly controlled. State law requires that State owned information resources be used only for official State purposes. Read access to OAG information is on a need-to-know basis. When access by the user requires the use of a password, or other security measure, that security measure must be kept confidential by the intended user.

1.3.5 Data Integrity:

The integrity of data, its source, its destination and processes applied to it must be assured. The creation or modification of OAG information may only be performed by authorized personnel. Each user will be individually accountable for his/her actions when handling, processing, or otherwise using OAG information.

1.3.6 E-Mail:

Electronic mail (e-mail) is a form of communication which uses information assets. However, as with the use of phones (excluding long distance) employees may use the e-mail system for communicating with OAG employees on non official business provided such communication does not disrupt or interfere with official State business, is kept to a minimum duration and frequency, and is not political in nature.

1.3.7 Copyright:

OAG information assets shall not be used to produce illegal copies of copyrighted information. Illegal copies of software shall not be loaded or executed on OAG information systems. Regular audits will be conducted to search for unauthorized software installed on machines.

1.3.8 Personal Hardware and Software:

No personal programs of any kind are to be loaded onto any State computer. Hardware provided by the user may not be used at the OAG or connected to the OAG's networks.

1.3.9 Shareware and Freeware:

Shareware and freeware will not be loaded or otherwise used on OAG systems unless specifically approved by the Information Resource Manager.

1.3.10 Asset Protection:

Managing information security within the OAG requires commitment and support on the part of executive, technical and program management. The protection of information assets is a management responsibility. All managers should be involved in the security awareness program and should actively promote security awareness among their staff and enforce OAG policies and procedures.

1.3.11 Voice/Phone Mail:

Voice or phone mail is a form of communication which uses information assets. However, employees may use the voice mail system for communicating with other OAG employees and personal business provided such communication does not disrupt or interfere with official State business, is kept to a minimum duration and frequency, and is not political in nature.

1.3.12 Data Encryption and Key Management:

It is not a requirement at this time for agencies to use data encryption techniques for storage and transmission of data. However, those agencies who choose to employ data encryption shall adopt the data encryption standard, also referred to as the DES algorithm, which is defined in the Federal Information Processing Standard Publication 46-2 (FIPS PUB 46-2). Any use of encryption by OAG staff must be approved in advance by their Division Director. For systems employing encryption as described, procedures shall be prescribed for secure handling, distribution, storage and construction of DES key variables used for encryption and decryption. Protection of the key shall be at least as stringent as the protection required for the information encrypted with the key. Copies of the FIPS PUB 46-2 are available from the Information Security Officer (ISO).

1.3.13 Security Awareness:

The OAG will provide an ongoing awareness and training program in information security and in the protection of State information resources for all personnel whose duties bring them into contact with confidential or sensitive data. New employee orientation will be used to establish security awareness and inform new employees and contractors information security policies and procedures. Information security programs must be responsive and adaptable to changing vulnerabilities and technologies affecting State information resources.

1.3.14 Risk Analysis and Risk Management:

Risks to information resources must be managed. The OAG will perform a comprehensive risk analysis of all information processing systems on a periodic basis. Risk analysis results will be presented to the owner of the information resource for risk management.

1.3.15 Contingency Planning:

All information resources determined by agency management to be essential to the agency's critical mission and functions, shall have a written and cost-effective contingency plan. The contingency plan shall be tested and updated annually to assure that it is valid and current. Backups of data and software will be maintained to mitigate the impact of such a disaster. A disaster declaration will be issued by the Attorney General in the event that a disaster destroys or makes inoperable a significant portion of the processing capability of the OAG. This declaration will authorize the Information Resource Manager to make timely decisions in the recovery of the information assets.

1.3.16 Termination and Transfers:

Computer user identifications (User ID's) for employees that have terminated employment with the OAG must be removed from the computer system immediately following termination notification. If the agency is terminating the employee, the ID should be removed prior to or at the same time of the employee being notified of the termination. For employees transferring to another position and/or section within the OAG, the user ID should also be removed immediately.

1.3.17 Bulletin Board Access:

Users of OAG information assets are authorized to access electronic bulletin boards in performance of their duties, but they remain responsible for ensuring that all security precautions and policies are followed. Policies 1.3.6 & 1.3.7 on personal software and freeware and shareware still apply to anything that is downloaded from bulletin boards (including Texas State bulletin boards).

1.3.18 Internet Policy:

The OAG has provided e-mail access to the Internet for all employees. Employees should use caution and are responsible for his or her actions when using this medium. Web browser access should be limited to those areas relevant to your job functions. Web access to non-job related sites represents an unauthorized use of government

time, property and facilities. Employees violating this policy are subject to disciplinary action, up to and including dismissal from the Agency.

CAVEAT: The OAG has implemented reasonable security measures to protect staff when using the Internet. However, the OAG cannot guarantee the security when using this system. Therefore, confidential and sensitive information will not be transferred using this medium.

1.3.19 Passwords:

Systems which use passwords, shall follow the OAG guidelines based upon the federal standard on password usage contained in the Federal Information Processing Standard Publications 112 (FIPS PUB 112), which specifies minimum criteria and provides guidance for selecting additional password security criteria, when appropriate. Copies of FIPS PUB 112 are available from the Information Security Officer. Disclosure of an individual's password or use of an unauthorized password or access device may be punishable under both State and Federal law.

1.3.20 Security Breaches:

Any event which results in loss, disclosure, unauthorized modification, or unauthorized destruction of information resources constitutes a security incident or breach. Users should report any security breaches immediately to the ISO, who will promptly investigate the incident. If criminal action is suspected, the agency must contact the appropriate local law enforcement and investigative authorities immediately.

1.3.21 Data Communications Systems:

Network resources (LAN-WAN-Mainframe) that access confidential or sensitive information will assume the security level of that information for the duration of the session. All network components under State control must be identified and restricted to their intended use.

1.3.22 Dial-up Access:

For services other than those authorized for the public, authorized users of dial-up access shall be positively and uniquely identifiable and their identity authenticated to the systems being accessed.

1.3.23 User Identification:

Except for public users of systems where such access is authorized, or for situations where risk analysis demonstrates no need for individual accountability of users, each user of a multiple-user automated system shall be assigned a unique personal identifier or user identification.

1.3.24 Warning Statements:

System identification screens will be provided at the time of initial logon to the mainframe or LAN/WAN. These screens will provide the following warning statements:

- (i) unauthorized use is prohibited;
- (ii) usage may be subject to security testing and monitoring; and
- (iii) abuse is subject to criminal prosecution.

1.3.25 System Development and Testing:

Security needs must be considered and addressed in all phases of development or acquisition of new information processing systems. Test functions shall be kept either physically or logically separate from production functions.

1.3.26 Statement of Responsibility:

All OAG personnel shall be required to provide written acknowledgment that they have received, read and understand the Information Security Policy Manual.

1.3.27 Automatic Suspension / Deletion of User ID's:

Mainframe, LAN and Remote Access ID's will be monitored for usage. Unused ID's pose a security threat and will be subject to suspension after 30 days and deletion after 60 days, without notice to the user.

1.3.28 Physical Security:

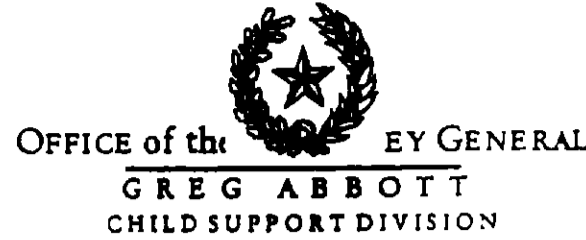
Management reviews of physical security measures will be conducted annually, and when significant modifications are made to the facilities or security procedures.

Physical access to mainframe computer and file server rooms will be restricted to authorized personnel. Authorized visitors will be required to record their visits via a sign-in / sign-out log.

1.3.29 Positions of Special Trust:

The OAG will establish procedures for reviewing information resource functions to determine which positions require special trust or responsibilities.





AUTOMATED COMPUTER SYSTEM ACCESS – STATEMENT OF RESPONSIBILITY

Name:	Agency Employed By:
Position:	Work Location (Address, City, Country):
Phone:	
FAX:	

If given access to the automated computer system maintained by the Office of the Attorney General of Texas, I agree to the following:

1. All information maintained in the files and records of the Office of the Attorney General of Texas (OAG), Child Support Division are privileged and confidential.
2. Information that I obtain about anyone while using the computer system of the OAG must be held in strictest confidence and may not be disclosed except as used exclusively for purposes directly connected with the administration of programs under Titles IV-A, IV-D, IV-E and XIX of the federal Social Security Act and in accordance with the OAG Confidentiality Policy and Procedures.
3. Only authorized personnel may view, add, modify and/or delete information.
4. I may not perform any work, review, update or otherwise act to obtain information about my own, or any relative's, friend's, or business associate's child support case, even if the case is closed.
5. The computer password(s) I receive or devise are confidential, and must not be disclosed to anyone.
6. I am responsible for computer transactions performed through misuse of my password(s).
7. Use of a password not issued or devised specifically for me is expressly prohibited and is a violation of Texas and United States law.
8. I will not load unauthorized software, personal computer programs, shareware or freeware of any kind onto the OAG computer equipment.
9. Copyrighted material, including commercial computer software, which may be made available to me for use by the OAG is protected by copyright laws and is not to be copied for any reason without written permission from the owner of the copyright and the OAG.
10. United States federal tax return or return information may not be disclosed to any individual or agency
11. It is unlawful to offer or receive anything of value in exchange for United States federal tax return or return information.

CIVIL AND CRIMINAL PENALTIES

I acknowledge that if I fail to observe this agreement, the following civil and criminal penalties apply:

1. A violation will be reported to appropriate personnel for disciplinary action, including termination and referral for prosecution.
2. Failure to observe the above conditions may constitute a "breach of computer security" as defined in the TEXAS PENAL CODE, CHAPTER 33, Section 33.02 (b), and that such an offense may be classified as a felony. Similar United States federal statutes may also be applicable.
3. Unauthorized disclosure or exchange of federal tax information is punishable by fine up to \$5,000, or imprisonment up to 5 years, or both, under United States Internal Revenue Code 7213 and 7213 A
4. Accessing federal tax information without a "need-to-know" is a federal misdemeanor punishable by not more than one year imprisonment, or a \$1000 fine or both, plus costs of prosecution under 7213 A, United States Internal Revenue Code.
5. I may be civilly liable for damages of not less than \$1000 per violation for unauthorized disclosure of federal tax information, together with costs of prosecution under Section 7431 of the United States Internal Revenue Code.

SIGNATURE: _____ DATE: _____

FAX completed form to HelpDesk at FAX number 512-460-6027

WARNING DISCLOSURE LIMITATIONS

Unauthorized disclosure, printing, or publishing of any Federal return or return information, or any information therefrom, is punishable by fine up to \$5,000 or imprisonment up to 5 years, or both, together with costs of prosecution. See Sec. 7213 of the Internal Revenue Code (IRC) and 18 U.S.C. Sec. 1905. A person authorized to access IRS return or return information can be prosecuted under the federal "Anti- Browsing" Law, see IRC Sec, 7213A, if the information was accessed without a need to know. The offense constitutes a federal misdemeanor punishable by not more than 1 year in prison, or a \$1,000 fine, or both, plus cost of prosecution. In addition, IRC Sec. 7431 provides for civil damages of not less than \$1,000 per violation for unauthorized disclosure of such information, together with costs of prosecution.

It is unlawful for any person willfully to offer any item of material value in exchange for any return or return information and to receive as a result of such solicitation any such return or return information. Such action is punishable by fine up to \$5,000 or imprisonment up to 5 years, or both, together with costs of prosecution. See Sec, 7213 of the IRC and 18 U.S.C. Sec. 1905. Section 6103 (1) (8) of the IRC permits the SSA to disclose tax return information to IV-D agencies subject to the same restrictions on disclosure above.

I acknowledge that I am aware of the above civil and criminal liabilities.

Name (please print) _____ Date _____

Signature _____ SSN _____

Please check the appropriate box below that indicates your current Employment Status or your affiliation with the Attorney General of Texas agency:

Child Support Full-Time Equivalent (FTE) Staff

External Entity Staff (e.g., DHS, TWC, County, etc.)

Child Support Part-Time Staff

Intern

Contractor/Vendor Staff

Temporary Staff

County Enforcement Staff

Volunteer

For Field staff, please follow your local or Regional procedures when submitting this form for processing. For State Office staff, please forward completed form to: Brenda Staehr, Child Support Division, Procedures and Training Section, Mail Code 053, P.O. Box 12017, Austin, Texas 78711-2017.

ITS Department Security Incident Response Plan For OAG Data

Version: Draft .00.01.01

Prepared by:

Shannon Clyde
Information Security Manager

Last Update: November 06, 2007

A. REVISION HISTORY

Contributors	Date	Reason For Changes	Version
Shannon Clyde	October 01, 2007	Initial Draft	00.01.00
Shannon Clyde	November 06, 2007	Final Author Draft - corrected Security Analyst contact information - corrected table of content reference	00.01.01

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C. INTRODUCTION

1.0 Objectives and Scope

The Travis County ("County") Information and Telecommunications Systems Department (ITS) Security Incident Response Plan for Office of the Attorney General (OAG) Data supplements the Travis County ITS Department Incident Response Standards and Procedures.

This Security Incident Response Plan is intended to provide the specific requirements that must be met to comply with SFY 2008/2009 Community Supervision Contract # _____, §5.1.4.1.

2.0 Audience

Those who need to participate in the ITS Incident Response efforts involving OAG Data including Community Supervision staff, ITS Department staff and those who need to interact with the incident management efforts involving OAG Data.

3.0 Keywords Defining Requirements

The following keywords "MUST", "MUST NOT", "REQUIRED", "SHALL", "SHALL NOT", "SHOULD", "SHOULD NOT", "RECOMMENDED", "MAY", and "OPTIONAL" are utilized within this document to indicate requirement levels and are to be interpreted as described below:

SHALL: This word, or the terms "REQUIRED" or "MUST", means that the definition is an absolute requirement of the specification.

SHALL NOT: This phrase, or the phrase "MUST NOT", means that the definition is an absolute prohibition of the specification.

SHOULD: This word, or the adjective "RECOMMENDED", means that there may exist valid reasons in particular circumstances to ignore a particular item, but the full implications must be understood and carefully weighed before choosing a different course.

SHOULD NOT: This phrase, or the phrase "NOT RECOMMENDED" means that there may exist valid reasons in particular circumstances when the particular behavior is acceptable or even useful, but the full implications must be understood and the case carefully weighed before implementing any behavior described with this label.

MAY: This word, or the adjective "OPTIONAL", means that an item is truly optional. An implementation, which does not include a particular option, MUST be prepared to interoperate with another implementation that does

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include the option, though perhaps with reduced functionality. In the same vein, an implementation, which does include a particular option, MUST be prepared to interoperate with another implementation that does not include the option (except, of course, for the feature the option provides.)

4.0 Requirement Priorities

Requirements that use the key word MUST or SHALL have the highest priority.

Those described as RECOMMENDED, as indicated by the use of the key word SHOULD, have a secondary priority to those requirements using the key words SHALL or MUST.

Those described as OPTIONAL, as indicated by the use of the key word MAY, have a tertiary priority. All first priority requirements represent core functionality critical to the project and must be met.

As many secondary priority requirements should be met if allotted time, human resources and funding permit.

Tertiary priorities should be completed only after all first and secondary priorities have been met.

5.0 Document Change Management

Requests for changes to this document should be made in writing to the Information Security Manager or the Chief Information Officer.

D. INCIDENT RESPONSE CONTACT INFORMATION

1.0 Office of Attorney General (OAG) Contacts

Position	Name	Phone Number	Email address
OAG Chief of Information Security Officer	Walt Foulz	512-936-1320	<u>Walt.Foulz@OAG.State.TX.US</u>
OAG Community Supervision Contract Manager	Allen Broussard	512-460-6373	<u>Allen.Broussard@CS.OAG.State.TX.US</u>

2.0 Travis County Contacts

Position	Name	Phone Number	Email address
Chief Information Officer	Joe Harlow	512-854-9372	<u>Joe.Harlow@co.travis.tx.us</u>
ITS Department Information Security Manager	Shannon Clyde	512-854-7846	<u>Shannon.Clyde@co.travis.tx.us</u>
ITS Department Sr. Information Security Analyst	David Stanton	512-854-4024	<u>David.Stanton@co.travis.tx.us</u>
ITS Department Help Desk		512-854-9175	<u>ITS.Helpdesk@co.travis.tx.us</u>
County Contract Manager			
County Community Supervision Contract Manager			

E. OAG DATA INCIDENT MANAGEMENT REQUIREMENTS

1.0 General Requirements

County shall respond to security incidents involving OAG Data in accordance with ITS Department Incident Management Standards and Procedures and specific OAG requirements as stated within this Incident Response Plan for OAG Data.

2.0 Responsibility for Notifications and Reports

The Information Security Officer or designate is responsible for the data collection, document creation, and delivering of the required notices and reports identified within this plan.

3.0 Notification Requirements

3.1. Initial Incident Notification to OAG

3.1.1. OAG Notification Time Frame, Recipients, Method

The OAG CISO and the OAG Contract Manager must be notified by telephone and electronic mail *within one (1) hour of determination that OAG Data is involved in the incident.*

3.1.2. OAG Notification Content

Content of the notification must include:

Notice of incident

Description of Affected Information System

Initial damage assessment and potential scope of incident

Containment/Eradication/Recovery steps taken to date

Any changes in County contact information

4.0 Reporting Requirements

4.1. Initial Written Report to OAG

4.1.1. Initial OAG Report Time Frame, Recipients, Method

The Information Security Manager or designate must provide a written report to the OAG CISO and the OAG Contract Manager by electronic mail *within twenty-four (24) hours of determination that OAG Data is involved in the incident.*

4.1.2. Report Content

Disclosure of all information relating to the incident

Results of preliminary damage analysis

Time, nature of incident; mitigation efforts; corrective actions; estimated recovery time

4.2. Daily Status Report to OAG:

4.2.1. Daily OAG Status Report Time Frame, Recipients, Method

The Information Security Manager or designate must provide a *daily* oral status report to the OAG CISO or designate and an electronic mail message follow up to the OAG CISO and the OAG Contract Manager

4.2.2. Report Content

Current damage analysis

Status of containment, eradication, recovery efforts

4.3. Final Report to OAG:

4.3.1. Final OAG Report Time Frame, Recipients, Method

The Information Security Manager or designate must provide a final written report by electronic mail to the OAG CISO and the OAG Contract Manager *within five (5) days of the completion of the final damage analysis and the completion of the eradication/recovery phases but prior to incident closure.*

4.3.2. Report Content

Cause of security incident

Travis County Government
ITS Department
Confidential & Proprietary

Security Incident Response Plan for OAG Data
Version .00.01.01
November 06, 2007

Nature of security incident

Description of cure, effective date, description of how cure protects from recurrence

Certification Statement: County's security program is operating with the effectiveness required to assure that the confidentiality and integrity of OAG Data are protected

**CERTIFICATION REGARDING LOBBYING
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES**

**PROGRAM: CHILD SUPPORT ENFORCEMENT PROGRAM PURSUANT TO TITLE IV-D
OF THE SOCIAL SECURITY ACT OF 1935 AS ADMINISTERED BY THE OFFICE OF THE
ATTORNEY GENERAL OF TEXAS**

PERIOD: September 1, 2007 - August 31, 2009

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds haven been paid or will be paid to any person for influencing or attempting to influence an office or employee of any agency, a Member of congress, an officer or employee of Congress, or an employee of Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

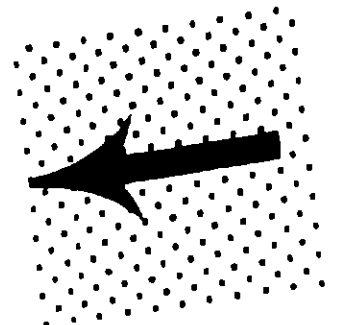
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to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

Signature

Date

Agency/Organization

Date



ATTACHMENT TWELVE

Travis County IV-D Enforcement Office
Individual Employee Time and Attendance Record

Employee Name: _____ SSN: _____

Title: _____ Position: _____

Month Ending: _____

Chargeable Time	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	Total
Description of Task Performed																																
IV-D Child Support Enforcement																																
Project Management																																
Training																																
Project Design/Testing																																
Sick Leave																																
Vacation																																
Holiday																																
Total Leave and Holiday Time																																

All hours submitted as chargeable to OAG for reimbursement pursuant to the cooperative agreement were devoted exclusively to implementatin of the County IV-D Office. Employee present on all state work days except as noted above. I certify that this is true and correct to the best of my knowledge.

Employee Signature _____ Date _____ Supervisor _____ Date _____ Approved by: AG Project Owner _____ Date _____



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT
CHILD SUPPORT DIVISION

WARNING

DISCLOSURE LIMITATIONS

It is unlawful for any person willfully to disclose, print, or publish, except as authorized, any Federal return or return information, or any information therefrom. Such action is punishable by fine up to \$5,000 or imprisonment up to 5 years, or both, together with costs of prosecution. See section 7213 of the Internal Revenue Code. In addition Internal Revenue Code section 7431 provides for civil damages of not less than \$1000 per violation for knowing or negligent disclosure of such information plus in the case of a willful disclosure or a disclosure which is the result of gross negligence, punitive damages, plus the costs of the action.

It is unlawful for any person willfully to offer any item of material value in exchange for any return or return information and to receive as a result of such solicitation any such return or return information. Such action is punishable by fine up to \$5000 or imprisonment up to 5 years, or both, together with costs of prosecution. See section 7213 of the Internal Revenue Code.

It is unlawful for any person willfully to inspect, except as authorized, any Federal return or return information. Such action is punishable by a fine up to \$1000 or imprisonment up to 1 year, or both, together with the costs of prosecution. See section 7213A of the Internal Revenue Code. In addition Internal Revenue Code section 7431 provides for civil damages of not less than \$1000 per violation for knowing or negligent inspection of such information plus in the case of a willful inspection or an inspection which is the result of gross negligence, punitive damages, plus the costs of the action.

**TRAVIS COUNTY IV-D ENFORCEMENT OFFICE
TERMINATION TRANSITION PLAN
OAG Contract Number 08-C0063**

Pursuant to State of Texas Contract Number 08-C0063, the Attorney General of Texas (OAG) and the County of Travis agree to follow the transition plan described below should the contract be terminated. Either party shall provide to the other written notice of intent to terminate at least ninety (90) calendar days prior to the effective date of the termination. In addition, County will continue to provide services under this agreement, if requested by the OAG, for an additional thirty (30) calendar days beyond the termination effective date. In such event, the original termination effective date shall be extended pursuant to this provision.

Travis County and the OAG agree to follow the plan described below if Contract 08-C0063 is terminated:

- 1) **Effective date of termination.** Effective date of termination will fall on the first working day of the week.
- 2) **Transfer of case files**
 - a) County will make the 1010 Lavaca Street Building and the Travis County ICSS case file areas available to OAG staff on the weekend preceding the effective date of termination agreed to by County and the OAG.
 - b) County will allow the OAG to remove all Travis County ICSS case files from the 1010 Lavaca Street Building in their existing file folders. File folders and all case file contents will be recovered at no cost to the OAG.
- 3) **Notification of Customers**
 - a) During and after the transition period, County will be responsible for notifying walk-in clients of the closure of the County office and the transfer of case enforcement responsibilities to the OAG.
 - b) The OAG will be responsible for notifying in writing all custodial parents on former County Full Service Enforcement Office cases of the transfer of the CP's case to a specified OAG field office in Travis County.
- 4) **Return of OAG equipment.** All OAG equipment provided to County under the contract will be removed by OAG staff during the first week that all Travis County ICSS cases have been transferred to the OAG.

5) Interim Measures

- a) New cases opened on TXCSES in the Travis County ICSS Office during the transition period will be processed through Case Initiation by County staff, then transferred within two business days to the designated OAG field office.
 - b) During the transition period, all existing ICSS cases will continue to be serviced by County according to OAG policy and procedures until the transfer of all case files is complete.
- 6) Reimbursement for last month of operation.** The OAG shall reimburse County on a pro-rata basis for services provided during the final month of the contract if the contract termination effective date does not fall on the last day of the month. Reimbursement shall include new cases worked through the Case Initiation process by County, then transferred within 2 business days to the designated OAG field office.
- 7) New case referral decision.** County and the OAG must agree if new child support obligations established after the effective date of termination will continue to be referred for Title IV-D services under the operation of the existing Local Rule.
- a) **Option 1--Terminate new case referral process.** If County decides that its new county child support obligations will no longer be referred for IV-D services, County must:
 - i) Revoke the existing Local Rule effective on the agreed-upon termination effective date.
 - ii) Post advance public notice of the effective date of the revocation of the Local Rule in accordance with state law.
 - b) **Option 2--Continue new case referral process.** If County decides to continue to refer new child support obligations for Title IV-D services, the OAG and County must agree on the referral method a minimum of 30 calendar days in advance of the effective termination date of the contract:
 - i) **Case Referral Option 1—Automated referral by daily electronic file.** County may decide to transfer new case information to the OAG via generation and transmission of a daily electronic file.
 - ii) **Case Referral Option 2—Access by OAG to County's Imaged Document System.** County may allow OAG to access the County's Imaged Document System to find information on new county child support obligations.

ATTACHMENT FOURTEEN

iii) Case Referral Option 3—Paper copies of new child support orders. County provides paper copies of all new child support obligations to OAG upon the finalization of the orders for support.

If County ever opts to change the referral process, it must provide the OAG at least 30 days notice prior to the proposed change and the OAG must agree to the change. If County ever opts to discontinue the referral process, it must provide the OAG at least 30 days notice prior to the discontinuation.

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TERMINATION TRANSITION PLAN
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GRANT SUMMARY SHEET

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

Department/Division:	Travis County Attorney's Office, Family Violence Division
Contact Person:	M. Ellen L. Parsons LMSW
Title:	Victim Counselor Senior
Phone Number:	512-854-3200 or 512-854-9415

Grant Title:	Family Violence Accelerated Prosecution Program		
Grant Period:	From:	09/01/2007	To: 11/30/2008
Grantor:			

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	TOTAL
Personnel:	0	90,837.00	0	48,860.00	14,000.40	154,097.00
Operating:	0	0	0	0	0	0
Capital Equipment:	0	0	0	0	0	0
Indirect Costs:	0	0	0	0	0	0
Total:	0	0	0	48,860.00	14,400.00	154,097.00
FTEs:	0.00	1.00	0.00	1.00		

Performance Measures Applicable Depart. Measures	Projected FY 08 Measure	Progress To Date:				Projected FY 09 Measure
		12/31/06	3/31/07	6/31/07	9/30/07	
Average number of days to file a family violence type criminal case	50	N/a	2 months	Under 20 days	Under 20 Days	55
Measures For Grant	1/2/07-8/31/07					
Number of FV cases received	3497					
Number of cases where FV Misd filed	3007					
Number of cases decision made not to file charges	27					
Number of Cases transferred to a higher court	232					

Auditor's Office Contract Approval: <input checked="" type="checkbox"/>	Staff Initials: <u>D. Bell</u>
Auditor's Office Comments:	

PBO Recommendation:

PBO recommends this extension. No additional funds are needed from the General Fund at this time. Please see department memo for additional details.

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 Travis County Attorney's Office is asking for the Governor's Office, Criminal Justice Division to consider our request for a 90-day extension on our VAWA grant through 11/30/08. This is due to the fact that we have excess funds of \$29,432.21 remaining at the end of the contract. Our excess funds are a result of death of one of our past employees on the grant and difficulty filling the employees' position.**

It is our intention to use the remaining funds till 11/30/08. If Travis County receives funding from our FY 2009 VAWA application, we will defer from drawing down funds from that contract until the funds from the 90-day extension have been exhausted or the deadline comes due. We would like the Commissioner's court to approve this extension request

The Travis County Attorney's Office seeks to enhance its victim outreach services and increase the efficiency of prosecuting family violence criminal cases.

The high volume of family violence cases, each with a victim needing outreach, combined with a slow intake process and the request for trials have contributed to a large backlog of trials in recent years.

With VAWA grant funds, the County Attorney was able implement a vertical prosecution program this year in March 2007. Vertical prosecution is the process of using the same prosecutorial team from the time a complaint is reviewed until a final disposition in the case is reached. Utilizing vertical prosecution avoids the traditional intake process and its inherent time delays. Instead of two departments reviewing one case, family violence cases will be comprehensively reviewed and prosecuted by the same team of family violence prosecutors. With a streamlined intake process, the County Attorney will reduce the family violence filing days by from 38 days to 20 days. Currently, our attorneys report that cases are being filed in under 2 weeks. Vertical prosecution has made a significant impact on the filing process.

Furthermore, vertical prosecution allows for prosecutors to plan case strategy earlier. Recommendations for punishment can be made sooner and evidence such as 911 tapes, photographs and medical records can be obtained earlier, before such evidence might be lost. Vertical prosecution would also allow for the prosecutorial staff and the victim to build rapport earlier, giving the victim more faith in the criminal justice system and making it less likely that the victim will recant.

Expanding personnel is a critical component of creating a family violence vertical prosecution program. Implementing a vertical prosecution program increased the rate of disposition of family violence cases and enhance victim outreach services. Through the VAWA grant, we have been allotted funding to hire 1.0 FTE prosecutors for this next contract period from 9/1/07-8/31/09.

Another vital component of vertical prosecution is providing victim advocacy in-court year-round. With the match funded victim counselor and volunteer victim counselor interns providing services it is anticipated that up to 600 family violence victims could be provided outreach services per year.

Through the assistance of grant funds, the Family Violence Division of the Travis County Attorney's Office is taking a multi-disciplinary approach, employing victim counselors and prosecutors, to address the issue of domestic violence. While we seek to increase our prosecution efforts through the implementation of vertical prosecution, we also recognize the need to provide services to the victims involved in each family violence case the County prosecutes.

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

This current VAWA grant is available 1-year at a time. If the TCAO performs adequately then we have priority eligibility to re-apply for an additional year. We are required to provide a match and office space, equipment, and supplies for grant funded employees. The info in the next section provides information about the meatch 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.

A 35% match for this new VAWA grant contract.

The TCAO provides an in-kind match of UT Social Work Volunteer Victim Counselor Interns. Their work provides a total of \$14,400 of in-kind match.

The TCAO also provides a cash-match of 1.0 FTE Victim Counselor position. This position provides \$48,860.00 of a cash-match.

The FTE Victim Counselor provided supervision to the Victim Counselor Interns which overall is related to the impact of the victim services provided for the outcoem of this grant as well.

Should costs result from activities not covered by the grant then the the TCAO will access discretionary funds.

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

Yes, this grant contract offers an 2% 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.

Using vertical prosecution is a program for the County Attorney that was implemented as a pilot as a result of the last VAWA grant contract.

The effectiveness of vertical prosecution has been positive and effective. If this program does not meet the needs of our agency and the community, in the future, then we will likely return to the traditional intake method. The traditional intake method, a primary function of our agency, would not incur additional costs or use of departmental resources

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

It would benefit TCAO to continue with this vertical prosecution due to its effectiveness mentioned in question number 1.

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.

Continuing a a vertical prosecution program (and 1.0 FTE Attorney's) funded by VAWA, the County Attorney seeks to reduce the family violence filing days by from 38 days to 14 days. Additionally, 1.0 FTE Attorney's will assist with managing the ever-increasing family violence caseload; the FY08 expected caseload is over 3,500 family violence cases.

Vertical prosecution creates an opportunity for punishment recommendations and case strategy that start at the date of filing, rather than waiting until the defense attorney places the case on a particular docket, which traditionally has been the jury docket. Utimately, vertical prosecution will continue to speed up the disposition of a criminal case with faster filing and continuity of the prosecutorial staff from intake to disposition. Vertical prosecution is proving to be a vital part of our agency.

DAVID ESCAMILLA
COUNTY ATTORNEY



COUNTY ATTORNEY'S OFFICE
314 W. 11TH ST.
SUITE 300
AUSTIN, TEXAS 78701
Phone: (512) 854-9415
Fax: (512) 854-9316

*****HIGH PRIORITY*****

TO: Katie Peterson, PBO and DeDe Bell, Auditor's Office
Cc: David Escamilla, TCAO
Randy Leavitt, TCAO
Mack Martinez, TCAO
Chantelle Abruzzo, TCAO
Amanda Valdez, TCAO
Nisha Sharma, Auditor's Office
FROM: Ellen Parsons LMSW, TCAO
DATE: 8/26/2008
RE: VAWA Grant Extension Request **till 11/30/08**

Dear Katie,

The Travis County Attorney's Office is asking for the Governor's Office, Criminal Justice Division to consider our request for a 90-day extension on our VAWA grant through 11/30/08. This is due to the fact that we have excess funds of \$29,432.21 remaining at the end of the contract. Our excess funds are a result of death of one of our past employees on the grant and difficulty filling the employees' position.

It is our intention to use the remaining funds till 11/30/08. If Travis County receives funding from our FY 2009 VAWA application, we will defer from drawing down funds from that contract until the funds from the 90-day extension have been exhausted or the deadline comes due.

We would like the Commissioner's court to approve this extension request.

Enclosed for your review are the following documents:

Grant Review Summary Sheet

Should you have any questions regarding this grant, please contact me at (512) 854-3200.

Sincerely,

Ellen Parsons LMSW

To whom it may concern,

Travis County would like for the Governor's Office, Criminal Justice Division to consider our request for a 90-day extension through 11/30/08. This is due to the fact that we have excess funds of ~~40,714.87~~ remaining at the end of the contract.

\$ 29,452.21

Our excess funds are a result of death of one of our past employees on the grant and difficulty filling the employees' position.

It is our intention to use the remaining funds till 11/30/08. If Travis County receives funding from our FY 2009 VAWA application, we will defer from drawing down funds from that contract until the funds from the 90-day extension have been exhausted or the deadline comes due.

Thank you in advance for your consideration of our request.

Sincerely, *Samuel T. Biscoe*

The Honorable Judge Samuel T. Biscoe

20

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

RECEIVED

Please consider the following item for: ~~08-26-2008~~ ^{9/2}

08 AUG -7 PM 4:33

Review and Approve a Contract Between Travis County Juvenile Probation, Domestic Relations Office and the Office of the Attorney General (OAG) for the OAG to Process Travis County Child & Medical Support Payments.

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

I. A. Request made by: Travis County Juvenile Probation Department

Estela P. Medina, Chief Juvenile Probation Officer
Cecelia Burke, Domestic Relations Office Director

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 (473-9106)

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

Human Resources Department (473-9165)

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

Purchasing Office (473-9700)

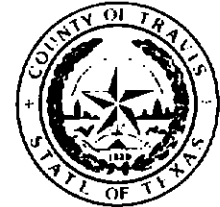
- _____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)

- _____ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY CLERK'S OFFICE
08 AUG 25 AM 11:07

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: The Honorable Samuel T. Biscoe, County Judge
The Honorable Ron Davis, Commissioner Precinct 1
The Honorable Sarah Eckhardt, Commissioner Precinct 2
The Honorable Gerald Daughtery, Commissioner, Precinct 3
The Honorable Margaret J. Gomez, Commissioner, Precinct 4

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

SUBJECT: Contract Between Travis County Juvenile Probation, Domestic Relations Office and the Office of the Attorney General (OAG) for the OAG to Process All Pre-94 Child & Medical Support Payments At No Cost to Travis County

DATE: July 31, 2008

Travis County Juvenile Probation, Domestic Relations Office is asking the Commissioners Court to approve an agreement between the Domestic Relations Office and the Office of the Attorney General (OAG), Child Support Division, State Disbursement Unit (SDU), for the OAG to process all of the pre-1/1/94 child and medical support payments through the State Disbursement Unit (SDU), at no cost to the County. This would assist with questions regarding where to make payments and confusion for parents, attorneys, prosecutors and the courts. Staff from the payment processing area will move into the Integrated Child Support System (ICSS) project with no additional staff needed for either project.

The Domestic Relations Office has acted as the child support registry for Travis County since 1952. Currently, DRO processes all spousal support payments, all DRO fees and all child and medical support payments on cases with a final order date prior to 1/1/94. Several years ago, federal law required that payments in private orders after 1/1/94 and all IV-D case payments be processed through the State Disbursement Unit.

Redirection of the private pre-94 child and medical support payments would start immediately and the transition is expected to take a year or more. As the payment processing caseload declines, positions can be reclassified and moved to the ICSS program. Over time, redirecting all of the pre-94 child and medical payments to the SDU will eliminate maintaining two computer systems. Over time, it will serve to provide one pay record for each child support account instead of split pay records.

It is projected that this contract and the ICSS contract, will increase the overall collection of child and medical support for Travis County families and will provide cost efficiencies for the County. It is also anticipated that payment processing will be more efficient and more timely.

Thank you for your review and consideration of this request.

CC: Cecelia Burke
Scot Doyal
Jim Connolly
Dede Bell

Travis Gatlin
Sylvia Mendoza
Etta Jarmon





ATTORNEY GENERAL OF TEXAS
GREG ABBOTT
CHILD SUPPORT DIVISION

November 14, 2007

Contract No. 08-C0065

Cecilia Burke, Director
Travis County Domestic Relations Office
P.O. Box 1495
Austin, TX 78767

Dear Ms. Burke:

Pursuant to your request regarding the redirection of child support payments from the local registry to the State Disbursement Unit (SDU), I am sending you a procedures document that outlines the requirements and processes for redirecting child support payments in orders established prior to January 1, 1994.

As you know, we are able to offer this process to you because the OAG negotiated a new SDU contract that includes substantially lower payment processing rates than the previous contract.

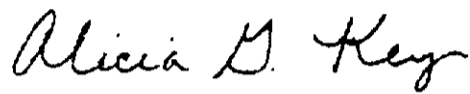
If you accept our offer to redirect and process pre-1994 child support payments, please indicate your acceptance by signing and returning the *Acceptance Statement* to the address listed below:

Office of the Attorney General
Attn: Iris Vanover
P.O. Box 12017, MC 062
Austin, Texas 78711

Please retain the additional counterpart of this letter for your files. You may also contact the following staff if you have questions.

Name	Phone	Email
Debbie Mullen	(512) 460-6376	debbie.mullen@cs.oag.state.tx.us
Debbie Symmes	(512) 460-6768	debbie.symmes@cs.oag.state.tx.us
Laurie Alderete	(512) 460-6393	laurie.alderete@cs.oag.state.tx.us

Sincerely,



Alicia G. Key
Deputy Attorney General for Child Support

Acceptance Statement

Travis County accepts the offer of the Office of the Attorney General of Texas to redirect and process all child support payments in orders established prior to January 1, 1994, from the local registry to the State Disbursement Unit.

The Honorable Sam Biscoe
County Judge, Travis County

Date: _____



OFFICE *of the* ATTORNEY GENERAL

GREG ABBOTT

Child Support Division

**Redirecting Child Support Payments from Pre-1994 Orders to the
State Disbursement Unit**

May 21, 2007

State Disbursement Unit (SDU)

Pre-1994 Child Support Orders

Overview

The Office of the Attorney General (OAG) offers to process child support payments in orders established prior to January 1, 1994. County participation in this project is voluntary.

What the OAG will pay for...

The OAG will pay all expenses associated with the following functions of processing child support payments in orders established prior to January 1, 1994 (pre-1994 cases):

Category	Description
Data gathering	The OAG will pay the counties a \$5.00/case data gathering fee when the case is redirected to the SDU.
Child support payments	The OAG will pay for the receipting and disbursing of the child support payments – including postage.
Notice of Place of Payment	The OAG will pay for producing and mailing the Notice of Place of Payment that is mailed to the: <ul style="list-style-type: none"> - non-custodial parent - non-custodial parent’s employer - custodial parent - District Clerk or DRO
Customer Introduction Packet (includes the direct deposit application and Customer Identification Number)	The OAG will pay for producing and mailing the Customer Introduction packet.
Customer Calls	The OAG will pay for customer calls to the SDU and the OAG’s Interactive Voice Response (IVR) system.

What the OAG cannot pay for...

The OAG will not reimburse counties for the following actions:

- updates to case records
- customer service activities

Continued on next page

Pre-1994 Child Support Orders, Continued

Contacting the OAG...

Counties may contact the following staff if they have questions:

Name	Phone	Email
Debbie Mullen	(512) 460-6376	debbie.mullen@cs.oag.state.tx.us
Debbie Symmes	(512) 460-6768	debbie.symmes@cs.oag.state.tx.us
Laurie Alderete	(512) 460-6393	laurie.alderete@cs.oag.state.tx.us

Case Requirements

Pre-1994 cases must meet the following criteria in order to be redirected to the State Disbursement Unit (SDU):

- case has a current order
- payment has been received within the last six (6) months
- valid address for the custodial parent is available
- valid or last known address for the non-custodial parent is available

If the case...	then...
<ul style="list-style-type: none"> • has a current order • has received a payment within the last six (6) months • has a valid address for the custodial parent • has a valid or last known address for the non-custodial parent 	update the case record to TXCSES Web
does not meet the criteria listed above	do not update the case record to TXCSES Web

Note: Electronic case files cannot be accepted for this project.

Updating Pre-1994 Orders to TXCSES Web

Cases entered on STRADUS prior to February 2006 were not converted to TXCSES during TSI. County staff will enter all case data onto TXCSES Web.

Continued on next page

Pre-1994 Child Support Orders, Continued

Updating Pre-1994 Cases to TXCSES Web (Continued)

Staff should enter the following case data directly into TXCSES Web:

Category	Data Element	Required/If Available
Non-custodial parent	Name	Required
	Current or last known address	Required
	Social security number	If available
	Date of birth	If available
	Gender	If available
	Domestic violence indicator (Y or Blank [for no])	Required
Custodial parent	Name	Required
	Current address	Required
	Social security number	If available
	Date of birth	If available
	Gender	If available
	Domestic violence indicator (Y or Blank [for no])	Required
Dependent(s)	Name	Required
	Social security number	If available
	Date of birth	If available
	Gender	If available
	Domestic violence indicator (Y or Blank [for no])	Required
Order Information	Cause number	Required
	Court number	Required
	Start date of cause	Required
	Registry Type **	Required

Note:

** In order to facilitate the redirection process, counties must enter a "L" (local) in the 'Registry_Type' field.

**Redirection
Process**

Once the cases have been entered on TXCSES Web, the County should notify the SDU of all known employers by emailing the employer information to the following address:

txsduhelp.fc-sls@acs-inc.com

Continued on next page

Pre-1994 Child Support Orders, Continued

**Redirection
Process
(Continued)**

The SDU will enter the employer information and the payments will be redirected. If employers cannot be identified, a redirection notice will only be sent to the obligor.

**Counties
without Access
to TXCSES
Web**

Counties that did not have access to STRADUS in the past:

- faxed a copy of the court order to the SDU @ 210-924-4104, or
- forwarded the attached Data Gathering Form to the SDU

Counties without access to TXCSES Web may use the above procedures for the pre-1994 court orders.

Questions

Please contact the Problem Resolution Call Center (PRCC) at 1-877-474-4463 if you have questions regarding data entry or the redirection process.



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT
CHILD SUPPORT DIVISION

To:
Fax: 210-924-4104

From: County Contact
Phone: (877) 474-4463
Ext. 6540, 6557 or 6677

DATA GATHERING FORM

This form is used for data gathering by counties that do not have TXWEB Portal access. Please indicate if the data on this sheet is New, Modified or not in TXCSES. The completed information should be sent to the County Contact Team by fax or mail. TxCSUDU P.O. Box 659400, San Antonio, TX 78265

County Name: _____

New, Modified or Not in TXCSES
(Please circle)

Payable to: County _____ SDU _____

Court Number: _____
(Court where case was established)

Cause Number: _____

Start Date: _____
(Date when original order signed by Judge)

Domestic Violence:
(Please write Y for each individual that is a victim of Domestic Violence)

Custodial Parent: _____

Drivers License No. _____

Custodial Parent SSN: _____

Domestic Violence _____

Sex: M F

Custodial Parent:

Address:
City:
Zip:
Phone:

Non-Custodial Parent Name: _____

Drivers License No. _____

Non-Custodial Parent SSN: _____

Domestic Violence _____

Sex: M F

Non-Custodial Parent:

Address:
City:
Zip:
Phone:

Employer Name: _____ (if available)

Employer FEIN: _____

Employer Phone: _____

Employer Address: Primary Address

Secondary Address

Address:
City:
Zip:

Address:
City:
Zip:



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT
CHILD SUPPORT DIVISION

Dependent Name: _____

DP SSN: ____/____/____ DV__

DOB: _____

SEX: Male or Female
(Please Circle)

Dependent Name: _____

DP SSN: ____/____/____ DV__

DOB: _____

SEX: Male or Female
(Please Circle)

Dependent Name: _____

DP SSN: ____/____/____ DV__

DOB: _____

SEX: Male or Female
(Please Circle)

Dependent Name: _____

DP SSN: ____/____/____ DV__

DOB: _____

SEX: Male or Female
(Please Circle)

Dependent Name: _____

DP SSN: ____/____/____ DV__

DOB: _____

SEX: Male or Female
(Please Circle)

Dependent Name: _____

DP SSN: ____/____/____ DV__

DOB: _____

SEX: Male or Female
(Please Circle)

Dependent Name: _____

DP SSN: ____/____/____ DV__

DOB: _____

SEX: Male or Female
(Please Circle)

Dependent Name: _____

DP SSN: ____/____/____ DV__

DOB: _____

SEX: Male or Female
(Please Circle)

ITEM # 21

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 \$15,788,000.00 in legally authorized securities as stipulated in the Travis County Investment Policy for the periods as indicated in Attachment A which consists of 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: September 2, 2008

COUNTY JUDGE

COMMISSIONER, PRECINCT 1

COMMISSIONER, PRECINCT 2

COMMISSIONER, PRECINCT 3

COMMISSIONER, PRECINCT 4

RECEIVED
COUNTY JUDGE'S OFFICE
08 AUG 29 AM 11:12

ATTACHMENT A

TRAVIS COUNTY
 INVESTMENT DEPARTMENT
 SECURITY TRANSACTION FORM

DATE: 8/29/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	<u>TEXPOOL</u>	FUND NAME:	<u>INTEREST & SINKING</u>
PAR VALUE:	<u>12,000.00</u>	SAFEKEEPING NO:	<u>N/A</u>
CPN/DISC RATE:	<u>N/A</u>	PRICE:	<u>100%</u>
MATURITY DATE:	<u>N/A</u>	BOND EQ. YIELD:	<u>2.2925%</u>
PRINCIPAL:	<u>12,000.00</u>	PURCHASED THRU:	<u>TEXPOOL</u>
ACCRUED INT:	<u>N/A</u>	BROKER:	<u>N/A</u>
TOTAL DUE:	<u>12,000.00</u>	CUSIP #:	<u>N/A</u>
TRADE DATE:	<u>8/29/2008</u>	SETTLEMENT DATE:	<u>8/29/2008</u>

AUTHORIZED BY:


 CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION:	TEXPOOL		
PAR VALUE:	\$12,000.00		
SETTLEMENT DATE:	08/29/08	INTEREST RATE:	2.2925%
FUND# FUND NAME	AMOUNT INVESTED		
394 CONS.DEBT SERVICE	\$12,000.00		
TOTAL DUE:	\$12,000.00		

ATTACHMENT A

TRAVIS COUNTY
 INVESTMENT DEPARTMENT
 SECURITY TRANSACTION FORM

DATE: 8/28/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TexasDAILY	FUND NAME:	OPERATING ACCOUNT
PAR VALUE:	\$ 289,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE:	N/A	BOND EQ. YIELD:	2.4200%
PRINCIPAL:	\$ 289,000.00	PURCHASED THROUGH:	TexasDAILY
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	\$ 289,000.00 =====	CUSIP #:	N/A
TRADE DATE:	8/28/2008	SETTLEMENT DATE:	8/28/2008

AUTHORIZED BY:


 CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION:	Texas Daily		
PAR VALUE:	\$289,000.00		
SETTLEMENT DATE:	08/28/08	INTEREST RATE:	2.4200%
FUND#	FUND NAME	AMOUNT INVESTED	
899	OPERATING ACCOUNT	\$289,000.00	
TOTAL DUE:	\$289,000.00		

ATTACHMENT A

TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 8/21/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	FHLB CALLABLE	FUND NAME:	POOLED BOND
PAR VALUE:	\$ 6,000,000.00	SAFEKEEPING NO:	386004333
COUPON RATE:	3.35%	PRICE:	100.0000000
MATURITY DATE:	8/27/2010	US TREASURY CONVENTION YLD	3.35%
PRINCIPAL:	\$ 6,000,000.00	PURCHASED THROUGH:	MORGAN KEEGAN
ACCRUED INT:	\$ 0.00	BROKER:	POLLY MOORE
TOTAL DUE:	\$ 6,000,000.00	CUSIP #:	3133XS2Z0
TRADE DATE:	8/21/2008	SETTLEMENT DATE:	8/27/2008

AUTHORIZED BY:



ATTACHMENT A

DESCRIPTION:	FHLB CALLABLE	BROKER:	MORGAN KEEGAN POLLY MOORE
PAR VALUE:	\$ 6,000,000.00	CUSIP:	3133XS2Z0
SETTLEMENT DATE:	8/27/2008	YIELD:	3.3500%
MATURITY DATE:	8/27/2010	COUPON RATE:	3.350%

FUND#	FUND NAME	AMOUNT INVESTED
897	POOLED BOND \$	6,000,000.00
TOTAL DUE:		\$ 6,000,000.00

ATTACHMENT A

TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 08/27/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TEXPOOL	FUND NAME:	INTEREST & SINKING
PAR VALUE:	12,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE	N/A	BOND EQ. YIELD:	2.2856%
PRINCIPAL:	12,000.00	PURCHASED THRU:	TEXPOOL
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	12,000.00	CUSIP #:	N/A
TRADE DATE:	08/27/2008	SETTLEMENT DATE:	08/27/2008

AUTHORIZED BY:


CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TEXPOOL

PAR VALUE:\$12,000.00

SETTLEMENT DATE:08/27/2008

INTEREST RATE:2.2856

FUND#	FUND NAME	AMOUNT INVESTED
394	CONS.DEBT SERVICE	\$12,000.00

TOTAL DUE: \$12,000.00

TRAVIS COUNTY
 INVESTMENT DEPARTMENT
 SECURITY TRANSACTION FORM

DATE: 08/25/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TexasDAILY	FUND NAME:	OPERATING ACCOUNT
PAR VALUE:	\$ 322,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE:	N/A	BOND EQ. YIELD:	2.41%
PRINCIPAL:	\$ 322,000.00	PURCHASED THROUGH:	TexasDAILY
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	\$ 322,000.00	CUSIP #:	N/A
TRADE DATE:	08/25/2008	SETTLEMENT DATE:	08/25/2008

AUTHORIZED BY:


 CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TexasDAILY

PAR VALUE:\$322,000.00

SETTLEMENT DATE:08/25/2008

INTEREST RATE:2.41

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

899	OPERATING ACCOUNT	\$322,000.00
-----	-------------------	--------------

TOTAL DUE:		\$322,000.00
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ATTACHMENT A

TRAVIS COUNTY
 INVESTMENT DEPARTMENT
 SECURITY TRANSACTION FORM

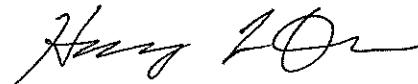
DATE: 08/26/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TEXPOOL	FUND NAME:	INTEREST & SINKING
PAR VALUE:	9,000,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE:	N/A	BOND EQ. YIELD:	2.2805%
PRINCIPAL:	9,000,000.00	PURCHASED THRU:	TEXPOOL
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	9,000,000.00	CUSIP #:	N/A
TRADE DATE:	08/26/2008	SETTLEMENT DATE:	08/26/2008

AUTHORIZED BY:



CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TEXPOOL

PAR VALUE:\$9,000,000.00

SETTLEMENT DATE:08/26/2008

INTEREST RATE:2.2805

FUND#	FUND NAME	AMOUNT INVESTED
394	CONS.DEBT SERVICE	\$9,000,000.00

TOTAL DUE: \$9,000,000.00

ATTACHMENT A

TRAVIS COUNTY
 INVESTMENT DEPARTMENT
 SECURITY TRANSACTION FORM

DATE: 08/26/2008

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	TexasDAILY	FUND NAME:	OPERATING ACCOUNT
PAR VALUE:	\$ 153,000.00	SAFEKEEPING NO:	N/A
CPN/DISC RATE:	N/A	PRICE:	100%
MATURITY DATE:	N/A	BOND EQ. YIELD:	2.46%
PRINCIPAL:	\$ 153,000.00	PURCHASED THROUGH:	TexasDAILY
ACCRUED INT:	N/A	BROKER:	N/A
TOTAL DUE:	\$ 153,000.00	CUSIP #:	N/A
TRADE DATE:	08/26/2008	SETTLEMENT DATE:	08/26/2008

AUTHORIZED BY:


 CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TexasDAILY

PAR VALUE:\$153,000.00

SETTLEMENT DATE:08/26/2008

INTEREST RATE:2.46

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

899	OPERATING ACCOUNT	\$153,000.00
-----	-------------------	--------------

TOTAL DUE:		\$153,000.00
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TRAVIS COUNTY INVESTMENT REPORT
 PORTFOLIO STATISTICS
 DATE: August 29, 2008

By Fund Type		
Operating	\$ 292,049,535.75	57.82%
Debt Service	25,655,714.03	5.08%
Pooled Bond Fund	187,316,865.30	37.09%
Other	65,992.35	0.01%
Total Portfolio	<u>\$ 505,088,107.43</u>	<u>100.00%</u>

By Security Type		
Operating-		
Government Agencies	\$ 188,453,683.02	64.53%
Government Treasuries	9,942,951.76	3.40%
Certificates of Deposit	2,097.52	0.00%
TexasDAILY	48,590,513.30	16.64%
TexSTAR	3,732,157.16	1.28%
TexPool	41,328,132.99	14.15%
Total	<u>\$ 292,049,535.75</u>	<u>100.00%</u>

Debt Service-		
Government Agencies	0.00	0.00%
TexSTAR	2,018,424.72	7.87%
TexPool	23,637,289.31	92.13%
Total	<u>\$ 25,655,714.03</u>	<u>100.00%</u>

Pooled Bond Fund-		
Government Agencies	\$ 126,565,212.78	67.57%
Government Treasuries	21,866,167.05	11.67%
TexSTAR	2,582,241.74	1.38%
TexPool	36,303,243.73	19.38%
Total	<u>\$ 187,316,865.30</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	315,018,895.80	62.37%	75.00%
Government Treasuries	31,809,118.81	6.30%	100.00%
Texas DAILY	48,590,513.30	9.62%	20.00%
TexSTAR	8,332,823.62	1.65%	20.00%
TexPool	101,268,666.03	20.05%	60.00%
Total	<u>\$ 505,088,107.43</u>	<u>100.00%</u>	

TRAVIS COUNTY COMMISSIONERS COURT
AGENDA REQUEST

Work Session _____ Voting Session September 2, 2008 Executive Session _____
Date Date Date

I. A. Request made by: Samuel T. Biscoe, County Judge
Elected Official

B. Requested Text: Approve setting a Public Hearing date for September 23, 2008 to receive comments regarding a proposed issuance of the Crawford Education Facilities Corporation Adjustable Rate Demand Revenue Bonds, Series 2008 (Hyde Park Baptist School Project).

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

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

III. Required Authorizations: Please check if applicable.

- Planning and Budget Office (473-9106)
- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item
- Grant
- Human Resources Department (473-9165)
- A change in your department's personnel (reclassifications, etc)
- Purchasing Office (473-9700)
- Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Mondays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

08 AUG 22 AM 9:03

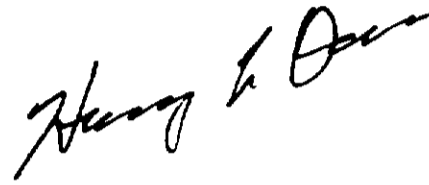
RECEIVED
COUNTY JUDGE'S OFFICE

**TRAVIS COUNTY CULTURAL EDUCATION FACILITIES
FINANCE CORPORATION**

DATE: September 2, 2008

TO: Commissioners Court

FROM: Harvey L. Davis, Manager



SUBJECT: Hyde Park School

Hyde Park Baptist School wishes to borrow an amount not to exceed \$17 million from tax-exempt bonds to be issued by the Crawford Education Facilities Corporation

The project entails construction of a new high school facility at the Quarries location, just north of the intersection of Braker Lane and Mopac in North Austin, to allow the School to relocate the high school (grades 9-12) from the main Hyde Park Baptist Church facilities on Speedway in Central Austin. The Quarries site has already been improved with the athletics fields and the Church's Christian Life Center, as well as initial site preparation work, including installation of utilities, drainage, roads and parking. The project will be undertaken in two phases, with Phase 1 including finishing site preparation work and parking for both phases, construction of the initial 62,000 sq ft high school facility, and construction of a new Athletics Complex. Phase 1 is scheduled to begin in Summer 2008, with construction being complete in time for the 2009-2010 academic year.

In addition to state-of-the art classrooms and labs with a total capacity of approximately 450 students, the new facility will include a dedicated two-story Library, as well as the Leadership Hall, which will serve as both an auditorium and cafeteria and will include an adjacent full-service catering kitchen. Administrative and support facilities will also be included in Phase 1. In addition to the high school building, Phase 1 will include an Athletics Complex to complement the existing facilities. The complex will include

locker rooms with shower areas and restrooms, laundry facilities, weight rooms, and coaches' offices.

Phase 2 will add an additional 12,000 sq ft, increasing total capacity by 150 students. Currently, there is no construction schedule for phase 2, and work is not projected to begin until the extra capacity is needed.

TCCEFFC is unable to issue the bonds due to state law restrictions.

Crawford is a small town (pop. 789) located near Waco and is best known for George W. Bush's ranch, located just outside the town.

Hyde Park has agreed to pay TCCEFFC a \$3,000 processing fee.

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Leroy Nellis, Budget Manager
John Hille, Jr., Asst. County Attorney, Director of Transactions
Cliff Blount, Attorney
Mary Mayes, Investment Manager
Mike Gonzalez, Sr. Financial Analyst

Agenda Item No. _____

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Work Session _____

Voting Session: September 2, 2008

- I. A. Request made by: **Dana DeBeauvoir, County Clerk** (Elected Official)
- B. Requested Text:

Consider and take appropriate action regarding an order to designate election polling places for the November 4, 2008 Joint General and Special Elections.

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).

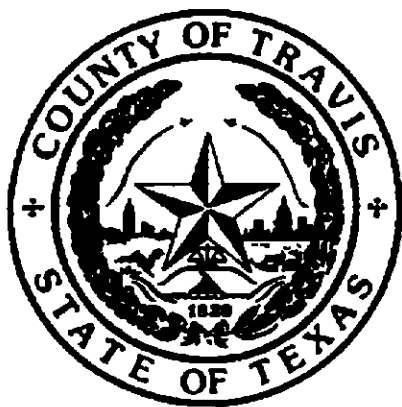
SEE ATTACHED

- 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:

John Hille, County Attorney

49415

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.



Dana DeBeauvoir
Travis County Clerk
5501 Airport Boulevard
Austin TX 78751

Elections Division
854-4996

To: Judge Samuel Biscoe, Travis County Judge

From: Dana DeBeauvoir, County Clerk

Date: August 22, 2007

RE: Agenda Request to consider and take appropriate action regarding an order to designate election polling places for the November 4, 2008 Joint General and Special Elections.

The Travis County Clerk is sending the Election Day polling places to be certified by the Commissioners Court. The certification will be valid for the November 4, 2008 Joint General and Special Elections.

**ORDER DESIGNATING ELECTION DAY POLLING PLACES FOR
NOVEMBER 4, 2008 ELECTIONS**

WHEREAS, pursuant to Section 43.002, Texas Election Code, the Travis County Commissioners Court designates election day polling places for County election precincts; and

WHEREAS, pursuant to Section 42.008, Texas Election Code, the Travis County Commissioners Court may consolidate Election Precincts in Special Elections, including the upcoming November 4, 2008 Joint General and Special Elections to be held in Travis County;

NOW, THEREFORE, the Travis County Commissioners Court hereby orders for the November 4, 2008 General and Special Elections to be conducted jointly by Travis County and other entities, the establishment of new polling places, including those polling places for consolidated precincts, as set forth in Exhibit A, attached hereto and hereby incorporated by reference herein for all purposes, for those new County election precincts listed in Exhibit A. In addition to the new polling places listed in Exhibit A, Travis County will use, for the upcoming November 4, 2008 Joint General and Special Elections, those election day polling places which were previously established by the Travis County Commissioners Court and which have not been changed by this order.

This order shall take effect immediately.

BE IT SO ORDERED ON THIS, the ____ day of September, 2008.

By: _____
Honorable Samuel T. Biscoe
Travis County Judge

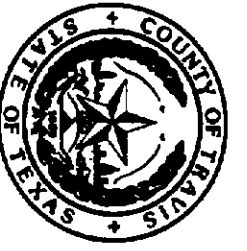
Honorable Ron Davis
Commissioner, Precinct One

Honorable Sarah Eckhardt
Commissioner, Precinct Two

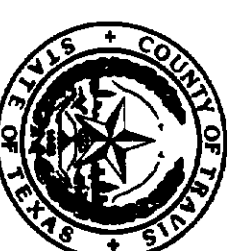
Honorable Gerald Daugherty
Commissioner, Precinct Three

Honorable Margaret Gómez
Commissioner, Precinct Four

EXHIBIT A



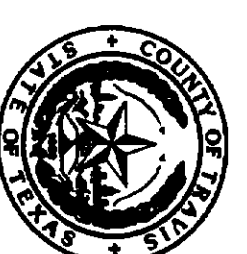
Tuesday, November 4, 2008 - Joint General and Special Elections - Election Day Polling Places
martes, 4 de noviembre, 2008 - Elecciones Generales y Especiales Conjuntas - Casillas Electorales para el Día de Elección
Travis County Clerk Dana DeBeauvoir - Elections Division
Secretaria del Condado de Travis Dana DeBeauvoir - División de Elecciones



101	Hornsbay - Durlap Elementary School	140	Doble Middle School	209	Blackhawk Amenity Center - NEW	238	Murchison Middle School	268	Grant AME Worship Center
	13901 FM 989		1200 East Rundberg Lane		3111 Spedel Drive		3700 North Hills Drive		1701 Kramer Lane
105	Manor ISD Administration Building	141	Reagan High School	210	O. Henry Middle School	239	Lamar Middle School - NEW	271	Doss Elementary School
	312 Murray Avenue		7104 Berkman Drive		2610 West 10th Street		6201 Wynaona Avenue		7005 Northledge Drive
106	Travis County Sheriff's Office (East/Este)	145	Red River Church	211	Walnut Creek Elementary School	240	Highland Park Elementary School	272	Combined @ 274 First English Lutheran Church
	7811 Burfeson-Manor Road		4425 Red River Street		401 West Braker Lane		4900 Fairview Drive		3001 Whitts Avenue
107	New Sweden Lutheran Church	146	Lee Elementary School	213	Graham Elementary School	241	Brentwood Elementary School	273	Trinity Lutheran Church
	12809 New Sweden Church Road		3308 Hampton Road		11211 Tom Adams Drive		6700 Arroyo Seco		1207 West 45th Street
108	Copperfield Elementary School	148	Jester East	214	Bryker Woods Elementary School	242	Crestview Methodist Church - NEW	274	First English Lutheran Church
	12135 Thompkins Drive		201 East 21st Street, 1st Floor		3309 Kerbey Lane		1300 Morrow Street		3001 Whitts Avenue
109	Parmer Lane Elementary School	149	Reilly Elementary School	215	Wells Branch Community Center	243	Ben Hur Shriners Hall - NEW	275	Baker Center School
	1806 Parmer Lane		405 Denson Drive		2106 Klattenhoff Drive		7811 Rockwood Lane		3908 Avenue B (Enter off 39th Street)
110	River Oaks Elementary School	150	Brown Elementary School	216	Northwest Elementary School	246	Hill Elementary School	277	University Co-op - NEW
	12401 Scofield Farms Drive		505 West Anderson Lane		14014 Thermal Drive		8801 Tailwood Drive		2246 Guadalupe Street
111	Westview Middle School	151	Northeast Health Center - NEW	217	Wells Branch MUD Rec. Center	247	Combined @ 271 Doss Elementary School	278	St. Luke United Methodist Church
	1805 Scofield Lane		7112 Ed Bluestein Boulevard		3000 Shoreline Drive		7005 Northledge Drive		1306 West Lynn Street
112	Dessau Elementary School	152	Maplewood Elementary School	218	ACC Northridge Campus	248	Burnet Middle School	279	Combined @ 267 Great Hills Baptist Church
	1501 Dessau Ridge Lane		3808 Maplewood Avenue		11928 Storehollow Drive		8401 Hedthaway Drive		10500 Jollyville Road
113	Wieland Elementary School - NEW	153	Woodcliff Baptist Church	219	Caldwell Elementary School	249	St. Matthew's Episcopal Church	301	Sunset Valley City Hall
	900 Tudor House Road		11015 Dessau Road		1718 Picadilly Drive		8134 Mesa Drive		3205 Jones Road
121	LEJ High School	154	Bluebonnet Trail Elementary School	220	Fire Station # 31	250	Matthews Elementary School	302	Bailey Middle School
	7309 Lazy Creek Drive		11316 Farnhaven Road		5507 FM 2222		906 West Lynn Street		4020 Lost Oasis Hollow
122	YMCA East Community Branch	156	Virginia Brown Recreation Center	222	Windermere Elementary School	251	O. Henry Middle School	303	Oak Hill Primitive Baptist Church
	5315 Ed Bluestein Boulevard		7500 Blessing Avenue		1100 Picadilly Drive		2610 West 10th Street		11408 FM 1826
123	Johnston High School	160	YMCA North Park Branch	223	Pflugerville ISD Administration Building	252	Pillow Elementary School	304	Kiker Elementary School
	1012 Arthur Siles Road		9816 North Lamar Boulevard		1401 West Pecan Street		3025 Crosscreek Drive		5913 LaCross Avenue
124	Carver Library	161	Lanier High School	224	County Tax Office(Community Room)-NEW	253	First Presbyterian Church - NEW	306	Lakeway Justice Center
	1161 Angelina Street		1201 Payton Gin Road		15822 Foothill Farms Loop (Just off of Pecan Street)		8001 Mesa Drive		104 Cross Creek Drive
126	David Chapel Portable	163	Cook Elementary School	225	Wells Branch MUD Rec. Center	254	Davis Elementary School	307	Rollingwood Municipal Building
	2211 East MLK Jr. Boulevard		1511 Cripple Creek Road		3000 Shoreline Drive		5214 Duval Road		403 Nixon Drive
129	Sims Elementary School	164	Barrington Elementary School	226	Brookhollow Elementary School	256	Casis Elementary School	308	Briarcliff POA Community Center
	1203 Springdale Road		400 Cooper Drive		1200 North Railroad Avenue		2710 Exposition Boulevard		22801 Briarcliff Drive
130	Memorial United Methodist Church	200	St. Elizabeth's Catholic Church	227	Spring Hill Elementary School	258	McBee Elementary School	309	Kocurek Elementary School
	6100 Berkman Drive		1520 North Railroad Avenue		600 South Heatherwilde Boulevard		1001 West Braker Lane		9800 Curlew Drive
132	Pecan Springs Elementary School	202	Murchison Elementary School	228	Pure Austin Fitness	259	Summitt Elementary School	310	Menchaca Elementary School
	3100 Rogge Lane		2215 Kelly Lane		4210 West Braker Lane		12207 Brigadoon Lane		12120 Manchaca Road
133	Blanton Elementary School	203	Boulder Ridge Community Room	229	Sheriff's Office at Wells Branch	260	Austin Brethren Church	312	Travis County Sheriff's Office at Hudson Bend
	5408 Westminster Drive		3300 Killingsworth Lane, Lot 277		2106 Klattenhoff Drive		1800 Payton Gin Road		3800 Hudson Bend Road
135	Messiah Lutheran Church	205	Camden Huntingdon Apartments	231	Combined @ 238 Murchison Middle School - NEW	262	Anderson High School	314	St. Christopher's Episcopal Church
	5701 Cameron Road		12349 Metric Boulevard		3700 North Hills Drive		8403 Mesa Drive		8724 Travis Hills Drive
136	Ridgetop Elementary School	206	TCESD#2 Education Building	235	McCallum High School	263	United Christian Church	315	Villages Amenities Center
	5005 Caswell Avenue		201-B East Pecan Street (formerly Pfluger Hall)		5600 Sunshine Drive		3500 West Parmer Lane		12006 Galling Gun Lane
137	Winters Building	207	YMCA Northwest Branch	236	Church of Glad Tidings - NEW	266	Senior Activity Center	316	Travis County Parks Office
	701 West 51st Street		5807 McNeil Road		2700 Northland Drive		2874 Shoal Crest Avenue		14624 Hamilton Pool Road
139	Bernice Hart Elementary School	208	Triumphant Love Lutheran Church	237	Highland Park Baptist Church	267	Great Hills Baptist Church	317	Eanes ISD Administration Building
	8301 Furness Drive		9508 Great Hills Trail		5206 Balcones Drive		10500 Jollyville Road		601 Camp Craft Road



Tuesday, November 4, 2008 - Joint General and Special Elections - Election Day Polling Places
martes, 4 de noviembre, 2008 - Elecciones Generales y Especiales Conjuntas - Casillas Electorales para el Día de Elección
Travis County Clerk Dana DeBeauvoir - Elections Division
 Secretaría del Condado de Travis Dana DeBeauvoir - División de Elecciones



318	West Ridge Middle School 9201 Scenic Bluff Drive	347	Hill Country Middle School 1300 Walsh Tartton Lane	376	Steiner Ranch Elementary School 4001 Quinlan Park Road North	429	Dan Ruiz Branch Public Library 1600 Grove Boulevard	461	Ann Richards School 2206 Prather Lane (formerly Porter Middle School)
319	Lakeway Activity Center 105 Cross Creek Drive	349	ACC Pinnacle Campus 7748 Highway 290 West	377	Shepherd of the Hills Christian Church 6909 West Courtyard Drive	430	Combined @ 409 Gallindo Elementary School 3800 South 2nd Street	462	Austin Travis County MHMR 1700 South Lamar Boulevard, Suite 101
320	The River In the Hills Church 1310 RR 620 S. Suite C-9 (Lakeway Plaza)	350	Cowan Elementary School 2817 Kenish Drive	378	Austin Christian Fellowship 6401 River Place Boulevard	431	City View Apartments - NEW 4900 East Olorf Street	463	Williams Elementary School 500 Malvo Street
321	Jackie's Performing Arts School 11530 Manchaca Road	351	Small Middle School - NEW 4801 Monterey Oaks Boulevard	379	Steiner Ranch Elementary School 4001 Quinlan Park Road North	433	Travis High School 1211 East Olorf Street		
323	Texas Oaks Baptist Church 9910 Billbrook Place	352	Covington Middle School 3700 Convict Hill Road	401	Del Valle ISD Administration Building 5301 Ross Road	437	Becker Elementary School 906 West Milton Street		
324	Lake Polite Elementary School 11801 Sonoma Drive	354	Travis County Office 4504 Travis County Circle	402	Eitroy Community Library 13512 FM 812	438	Sanchez Elementary School 73 San Marcos Street		
326	Laurel Mountain Elementary School 10111 DK Ranch Road	355	Southwest Church of Christ 8900 Manchaca Road	403	Creedmoor Elementary School - NEW 5604 FM 1327	439	Camtupan Am Recreation Center 2100 East 3rd Street		
327	Fire Station # 33 9409 Bluegrass Drive	356	Casey Elementary School 9400 Texas Oaks Drive	404	Pleasant Valley Baptist Church 11224 Thaxton Road	440	Camden Briar Oaks Apartments 3209 IH-35 South		
328	Renaissance Retirement Center 11279 Taylor Draper Lane	358	Boone Elementary School 8101 Croftwood Drive	405	Travis County Precinct 4 Road and Bridge Office 5412 Lockhart Highway 183 South	441	St. John's Lutheran Church 409 West Ben White Boulevard		
330	One World Theatre - NEW 7701 Bee Caves Road	359	Hudson Bend Middle School 15800 Lariat Trail	406	St. Alban's Episcopal Church 11819 IH-35 South	442	Dawson Elementary School 3001 South 1st Street		
331	Kathy Caraway Elementary School 11104 Oak View Drive (Enter off Carwood)	360	Bowle High School 4103 West Slaughter Lane	407	South Rural Community Center 3518 South FM 973	443	Mendez Middle School 5106 Village Square Drive		
332	Zilker Elementary School 1900 Bluebonnet Lane	361	West Rural Community Center 8656 Highway 71 West	409	Gallindo Elementary School 3800 South 2nd Street	444	Austin City Hall 301 West 2nd Street, 1st Floor		
333	Carryon Creek Elementary School 10210 Ember Glen Drive	362	Willi Hampton Branch Public Library 5125 Convict Hill Road	410	Science & Health Resource Center - NEW 305 North Bluff Drive (Formerly Pleasant Hill Elementary)	445	Travis County Courthouse 1000 Guadalupe Street, 1st Floor		
334	Pickfair Community Center 10904 Pickfair Drive	363	Shepherd of the Hills Presbyterian Church 5226 West William Cannon Drive	411	Akins High School 10701 South 1st Street	446	St. Elmo Elementary School 600 West St. Elmo Road		
335	Carryon Vista Middle School 8455 Spicewood Springs Road	364	Valley View Elementary School 1201 South Capital of Texas Highway	412	T. Burger Center - NEW 3200 Jones Road	447	Odom Elementary School 1010 Turtle Creek Boulevard		
336	Hallmark Baptist Church 9023 Old Lampasas Trail	366	Mills Elementary School 6200 Davis Lane	413	Combined @ 406 St. Alban's Episcopal Church 11819 IH-35 South	448	Langford Elementary School 2206 Blue Meadow Drive		
337	Lakewood Homeowner's Association 7317 Lakewood Drive	367	Kiker Elementary School 5913 LaCross Avenue	420	Pleasant Hill Apartments 2501 Anken Drive	450	Dove Springs Recreation Center 5801 Alneiz Drive		
338	Travis County WCID #18 1502 San Juan Drive	370	Round Mountain Community Ctr - NEW 14003 Rock Cliff Drive (Leander)	421	Congress Avenue Baptist Church 1511 South Congress Avenue	451	Bedichek Middle School 6800 Bill Hughes Road		
339	Western Hills Church of Christ - NEW 6211 Parkwood Drive	371	Lago Vista High School 8039 Bar-K Ranch Road	422	Fulmore Middle School - NEW 201 East Mary Street	452	Houston Elementary School 5409 Ponclana Drive		
342	Barton Hills Elementary School 2108 Barton Hills Drive	372	Northwest Rural Community Center 18649 FM 1431, Suite 6A	423	Allison Elementary School 515 Vargas Road	454	Combined @ 412 T. Burger Center - NEW 3200 Jones Road		
343	Alara Carryon Creek Apartments 8225 FM 620 North (formerly Vistas)	373	Rolling Hills Community Church - NEW 6200 Lohman Ford	424	South Austin Recreation Center 1100 Cumberland Road	455	Cumtupham Elementary School 2200 Berkeley Avenue		
345	Bridge Point Elementary School 6401 Cedar Street	374	Deer Creek Elementary School - NEW 2420 Zeppelin Drive	426	Govalle Elementary School 3601 Govalle Avenue	458	Mockingbird Post Office 7310 Manchaca Road		
346	Serene Hills Elementary School - NEW 3301 Serene Hills Drive (Lakeway) 78738	375	Volente Firehouse & City Hall 15406 FM 2769	427	Allan Elementary School 4900 Gonzales Street	460	ACC South Austin Campus 1820 West Slassney Lane		

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Agenda Item No. _____

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Work Session _____

Voting Session: **September 2, 2008**

- I. A. Request made by: **Dana DeBeauvoir, County Clerk** (Elected Official)
- B. Requested Text:

Consider and take appropriate action regarding an order to designate the main early voting polling place, early voting permanent polling places, and early voting mobile polling places for the November 4, 2008 Joint General and Special Elections.

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).

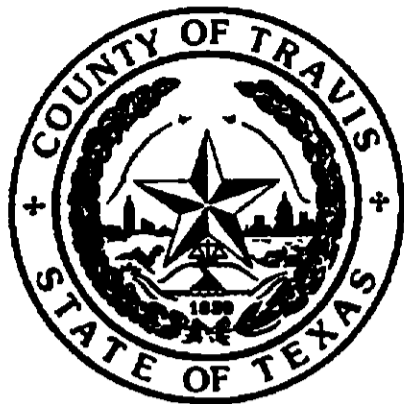
SEE ATTACHED

- 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:

John Hille, County Attorney

49415

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.



Dana DeBeauvoir
Travis County Clerk
5501 Airport Boulevard
Austin TX 78751

Elections Division
854-4996

To: Judge Samuel Biscoe, Travis County Judge

From: Dana DeBeauvoir, County Clerk

Date: August 22, 2008

RE: Agenda Request to consider and take appropriate action regarding an order to designate the main early voting polling place, early voting permanent polling places, and early voting mobile polling places for the November 4, 2008 Joint General and Special Elections.

The Travis County Clerk is sending you a list of the Early Voting main, permanent, and mobile polling locations to be certified by the Commissioners Court. The certification will be valid for the November 4, 2008 Joint General and Special Elections.

**ORDER DESIGNATING MAIN EARLY VOTING POLLING PLACE,
TEMPORARY BRANCH EARLY VOTING POLLING PLACES, AND
HOURS FOR EARLY VOTING ON WEEKDAYS
FOR NOVEMBER 4, 2008 ELECTIONS**

WHEREAS, pursuant to Texas Election Code Section 85.002(b), the Travis County Commissioners Court may designate the main early voting polling place for county-wide elections;

WHEREAS, pursuant to Texas Election Code Section 85.062(a)(1), the Travis County Commissioners Court may designate temporary branch early voting polling places for an election in which the county clerk is the early voting clerk;

WHEREAS, pursuant to Texas Election Code Section 85.005, subsections (a) and (c), early voting shall be conducted at the main early voting polling place for at least twelve (12) hours on each weekday of the last week of the early voting period, and for other weekdays during the early voting period, the days and hours the county clerk's office is regularly open for business;

WHEREAS, pursuant to Texas Election Code, Section 85.064(b), early voting by personal appearance at each temporary branch early voting polling place established under Section 85.062(d) shall be conducted on the days that early voting is required to be conducted at the main early voting polling place, and the authority establishing those temporary branch early voting polling places shall determine the hours during which voting is to be conducted on those days;

WHEREAS, pursuant to Texas Election Code, Section 85.064(c), early voting by personal appearance at temporary branch early voting polling places, other than those polling places designated pursuant to Section 85.062(d), may be conducted on any one or more days and during any hours of the period for early voting by personal appearance; and

WHEREAS, the temporary branch early voting polling places designated by this Order are located as prescribed by Texas Election Code Section 85.062, Subsections (b), (c), (d), (e), and (f).

NOW, THEREFORE, in accordance with subsections (a) and (c) of Texas Election Code Section 85.001 and in accordance with the above-referenced legal authorities, the Travis County Commissioners Court hereby designates for the November 4, 2008 Joint General and Special Elections the main early voting polling place, the temporary branch early voting polling places, and the temporary branch early voting polling places designated for the mobile early voting program, as set forth in Exhibits A and B attached hereto and incorporated by reference herein for all purposes as if fully copied and set forth herein at length.

For the elections to be held on November 4, 2008, the main early voting polling place and the temporary branch early voting polling places will be open for early voting by personal appearance on weekdays from 7:00 a.m. to 7:00 p.m., beginning on Monday, October 20, 2008, and

continuing through Friday, October 31, 2008, except that:

- (1) the main early voting polling place at 5501 Airport Boulevard and a temporary branch early voting polling place at West Tower Village will be open for early voting by appearance beginning on Wednesday, October 29, 2008 and continuing through Friday, October 31, 2008 from 7:00 a.m. to 9:00 p.m.;
- (2) temporary branch early voting polling locations established at Howson Public Library, Dan Ruiz Public Library, MT Supermarket, and Parque Zaragosa Recreation Center will be open for early voting by personal appearance on weekdays from 10:00 a.m. until 7:00 p.m., beginning on Monday, October 20, 2008, and continuing through Friday, October 31, 2008;
- (3) a temporary branch early voting polling place established at Washington Mutual Bank will be open for early voting by personal appearance on weekdays from 10:00 a.m. until 6:00 p.m., beginning on Monday, October 20, 2008, and continuing through Friday, October 31, 2008; and
- (4) those temporary branch early voting polling places designated for the mobile early voting program specified in Exhibit B will be open for early voting by personal appearance during those days and hours specified in Exhibit B.

BE IT SO ORDERED on this, the _____ day of September, 2008.

Honorable Samuel T. Biscoe
Travis County Judge

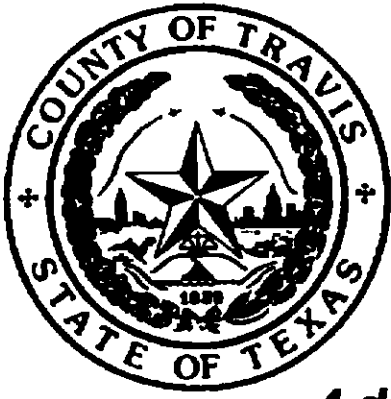
Honorable Ron Davis
Commissioner, Precinct One

Honorable Sarah Eckhardt
Commissioner, Precinct Two

Honorable Gerald Daugherty
Commissioner, Precinct Three

Honorable Margaret Gómez
Commissioner, Precinct Four

EXHIBIT A



**Travis County Elections
Guide to Early Voting Sites
November 4, 2008 Joint General & Special Elections**

**Elecciones del Condado de Travis
Guía de Sitios para Votación Adelantada
4 de noviembre de 2008 Elecciones Generales y Especiales Conjuntas**

Early Voting operates:

Monday, October 20, 2008 – Friday, October 31, 2008

Período de la Votación Adelantada:

lunes, 20 de octubre, 2008 – viernes, 31 de octubre, 2008

CENTRAL

Travis County Airport Blvd Offices *EXTENDED HOURS*

5501 Airport Blvd (Main)

Hours: Mon, October 20 – Sat, October 25 7 am – 7 pm,
Sun, October 26 Noon – 6 pm, Mon, October 27 – Tue, October 28
7 am – 7 pm, Wed October 29 – Fri, October 31 7 am – 9 pm
**Horas prolongadas * Horas: Lunes, 20 de octubre – Sab, 25 de
octubre 7 am – 7 pm, Dom, 26 de octubre Mediodía – 6 pm,
Lunes, 27 de octubre – Martes, 28 de octubre 7am – 7 pm,
Miércoles, 29 de octubre – Viernes, 31 de octubre 7 am – 9 pm*

Travis County Courthouse

1000 Guadalupe Street

Hours: Mon – Sat 7 am – 7 pm, Sun Noon – 6 pm
Horas: Lunes – Sab 7 am – 7 pm, Dom Mediodía – 6 pm

Fiesta Mart Central

3909 North IH-35 @ Delwood Shopping Center

Hours: Mon – Sat 7 am – 7 pm, Sun Noon – 6 pm
Horas: Lunes – Sab 7 am – 7 pm, Dom Mediodía – 6 pm

University of Texas

Flawn Academic Center Lobby, West Mall, UT Campus

Hours: Mon – Sat 7 am – 7 pm, Sun Noon – 6 pm
Horas: Lunes – Sab 7 am – 7 pm, Dom Mediodía – 6 pm

Howson Public Library

2500 Exposition Boulevard

Hours: Mon – Fri 10 am – 7 pm, Sat 10 am – 5 pm, Sun closed
*Horas: Lunes – Viernes 10 am – 7 pm, Sab 10 am – 5 pm,
Dom cerrado*

Washington Mutual Bank (WaMu)

1000 East 41st Street, Suite 710

Hours: Mon – Fri 10 am – 6 pm, Sat 10 am – 1 pm, Sun closed
*Horas: Lunes – Viernes 10 am – 6 pm, Sab 10 am – 1 pm,
Dom cerrado*

NORTH / NORTE

Ben Hur Shriners Hall

7811 Rockwood Lane

Hours: Mon – Sat 7 am – 7 pm, Sun Noon – 6 pm
Horas: Lunes – Sab 7 am – 7 pm, Dom Mediodía – 6 pm

Round Rock ISD Performing Arts Center

5800 McNeil Drive

Hours: Mon – Sat 7 am – 7 pm, Sun Noon – 6 pm
Horas: Lunes – Sab 7 am – 7 pm, Dom Mediodía – 6 pm

NORTHEAST / NORESTE

MT Supermarket

10901 N. Lamar Blvd., Bldg G at Chinatown Center

Hours: Mon – Sat 10 am – 7 pm, Sun Noon – 6 pm
Horas: Lunes – Sab 10 am – 7 pm, Dom Mediodía – 6 pm

County Tax Office, Pflugerville (Community Room)

15822 Foothill Farms Loop

Hours: Mon – Sat 7 am – 7 pm, Sun Noon – 6 pm
Horas: Lunes – Sab 7 am – 7 pm, Dom Mediodía – 6 pm

Goodwill Industries

1015 Norwood Park Boulevard

THIS IS A NEW POLLING LOCATION.
ESTE ES NUEVO SITIO DE VOTACIÓN.

Hours: Mon – Sat 7 am – 7 pm, Sun Noon – 6 pm
Horas: Lunes – Sab 7 am – 7 pm, Dom Mediodía – 6 pm

NORTHWEST / NOROESTE

Randall's Research and Braker

10900-D Research Boulevard @ Braker Lane

Hours: Mon – Sat 7 am – 7 pm, Sun Noon – 6 pm
Horas: Lunes – Sab 7 am – 7 pm, Dom Mediodía – 6 pm

HEB Four Points, 620 and 2222

7301 FM 620 North (temp building in parking lot)

Hours: Mon – Sat 7 am – 7 pm, Sun Noon – 6 pm
Horas: Lunes – Sab 7 am – 7 pm, Dom Mediodía – 6 pm

SOUTH / SUR

Travis County Juvenile Probation Department Annex

2501 South Congress Avenue

Hours: Mon – Sat 7 am – 7 pm, Sun Noon – 6 pm
Horas: Lunes – Sab 7 am – 7 pm, Dom Mediodía -- 6 pm

Randalls Ben White and Manchaca

2025 West Ben White @ Manchaca Boulevard

Hours: Mon – Sat 7 am – 7 pm, Sun Noon – 6 pm
Horas: Lunes – Sab 7 am – 7 pm, Dom Mediodía -- 6 pm

West Tower Village, Suite 112 *EXTENDED HOURS*

4534 West Gate Boulevard

Hours: Mon, October 20 – Sat, October 25 7 am – 7 pm,
Sun, October 26 Noon – 6 pm, Mon, October 27 – Tue, October 28
7 am – 7 pm, Wed October 29 – Fri, October 31 7 am – 9 pm
**Horas prolongadas * Horas: Lunes, 20 de octubre -- Sab, 25 de
octubre 7 am – 7 pm, Dom, 26 de octubre Mediodía – 6 pm,
Lunes, 27 de octubre – Martes, 28 de octubre 7am – 7 pm,
Miércoles, 29 de octubre – Viernes, 31 de octubre 7 am – 9 pm*

SOUTHEAST / SURESTE

Dan Ruiz Public Library

1600 Grove Blvd

Hours: Mon – Fri 10 am – 7 pm, Sat 10 am – 5 pm, Sun closed
*Horas: Lunes – Viernes 10 am – 7 pm, Sab 10 am – 5 pm,
Dom cerrado*

Fiesta Mart Stassney

5510 S. IH-35 @ Stassney

Hours: Mon – Sat 7 am – 7 pm, Sun Noon – 6 pm
Horas: Lunes – Sab 7 am – 7 pm, Dom Mediodía -- 6 pm

SOUTHWEST / SUROESTE

Randalls South Mopac and William Cannon

6600 South Mopac @ William Cannon

Hours: Mon – Sat 7 am – 7 pm, Sun Noon – 6 pm
Horas: Lunes – Sab 7 am – 7 pm, Dom Mediodía -- 6 pm

Randalls Brodie and Slaughter

9911 Brodie Lane @ Slaughter Lane

Hours: Mon – Sat 7 am – 7 pm, Sun Noon – 6 pm
Horas: Lunes – Sab 7 am – 7 pm, Dom Mediodía -- 6 pm

EAST / ESTE

Parque Zaragoza Recreation Center

2608 Gonzales Street @ East 7th

Hours: Mon – Fri 10 am – 7 pm, Sat 10 am – 5 pm,
Sun Closed
*Horas: Lunes – Viernes 10 am – 7 pm, Sab 10 am – 5 pm,
Dom Cerrado*

Northeast Health Center

7112 Ed Bluestein Boulevard, Suite 155

(Springdale Shopping Center)

Hours: Mon – Sat 7 am – 7 pm, Sun Noon – 6 pm
Horas: Lunes – Sab 7 am – 7 pm, Dom Mediodía – 6 pm

WEST / OESTE

Flagship Randalls at Westlake Hills

3300 Bee Caves Road

Hours: Mon – Sat 7 am – 7 pm, Sun Noon – 6 pm
Horas: Lunes – Sab 7 am – 7 pm, Dom Mediodía – 6 pm

Randalls Lakeway

2301 RR 620 South

Hours: Mon – Sat 7 am – 7 pm, Sun Noon – 6 pm
Horas: Lunes – Sab 7 am – 7 pm, Dom Mediodía – 6 pm

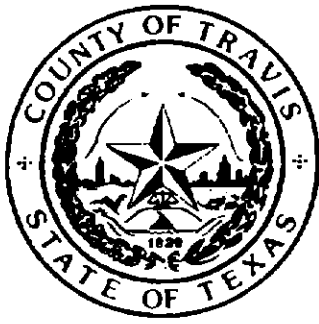
Bee Cave City Hall

4000 Galleria Parkway

Hours: Mon – Sat 7 am – 7 pm, Sun Noon – 6 pm
Horas: Lunes – Sab 7 am – 7 pm, Dom Mediodía – 6 pm

www.TravisCountyElections.org

EXHIBIT B



Travis County Elections
Guide to Mobile Early Voting Sites
November 4, 2008 Joint General & Special Elections



Elecciones del Condado de Travis
Guía de Sitios Móvil para votación Adelantada
4 de noviembre de 2008 Elecciones Generales y Especiales Conjuntas

Monday, October 20
lunes, 20 de octubre

Winters Building
 701 West 51st Street
 8 am – 6 pm

Conley-Guerrero Senior Center
 808 Nile Street
 8 am – 10 am

Grace House
 11825 Bee Cave Road
 8 am – 10 am

Lago Vista City Hall
 5803 Thunderbird Street, Lago Vista
 9 am – 6 pm

Town Lake Center
 721 Barton Springs Road
 10 am – 6 pm

Park Bend Health Center
 2122 Park Bend Drive
 Noon/*Medio día* - 2 pm

Austin Resource Center for the Homeless (ARCH)
 500 East 7th Street
 Noon/*Medio día* - 4 pm

Continental
 4604 South Lamar Boulevard
 4 pm – 6 pm

Tuesday, October 21
martes, 21 de octubre

Travis Building
 1701 North Congress Ave
 8 am – 6 pm

Parsons House
 1130 Camino La Costa
 2 pm – 7 pm

Lago Vista City Hall
 5803 Thunderbird Street, Lago Vista
 9 am – 6 pm

St. Edward's University
 3001 South Congress Avenue
 9 am – 7 pm

Gus Garcia Recreation Center
 1201 East Rundberg Lane
 10 am – 8 pm

Loyalton of Austin
 5310 Duval Road
 Noon/*Medio día* – 2 pm

Heritage Pointe
 1950 Webberville Rd
 2 pm – 6 pm

Wednesday, October 22
miércoles, 22 de octubre

Dell Children's Medical Center of Central Texas
 4900 Mueller Boulevard
 8 am – 5pm

LBJ Building
 111 East 17th Street
 8 am – 6 pm

Stephen F. Austin Building
 1700 North Congress Avenue
 8 am – 6 pm

Brighton Gardens
 4401 Spicewood Springs Road
 8:00 am – 10 am

Lago Vista City Hall
 5803 Thunderbird Street, Lago Vista
 9 am – 6 pm

Summit at Westlake Hills
 1034 Liberty Park Drive
 Noon/*Medio día* – 2 pm

Heartland Health Care Center
 11406 Rustic Rock Drive
 4 pm – 6 pm

Thursday, October 23
jueves, 23 de octubre

Austin City Hall
 301 West 2nd Street, 1st Floor
 8 am – 6 pm

Central Services Building
 1711 San Jacinto Boulevard
 8 am – 6 pm

Seton Northwest Hospital
 11113 Research Boulevard
 8 am – 6 pm

Lakeside Senior Center
 85 Trinity
 8 am – 10 am

Lago Vista City Hall
 5803 Thunderbird Street, Lago Vista
 9 am – 6 pm

Conservatory at Wells Branch
 14320 Tandem Boulevard
 Noon/*Medio día* – 2 pm

Park at Beckett Meadows
 7709 Beckett Road
 4 pm – 6 pm

Friday, October 24
viernes, 24 de octubre

Austin City Hall
 301 West 2nd Street, 1st Floor
 8 am – 6 pm

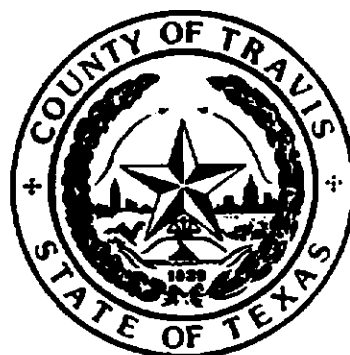
Seton Main Hospital
 1201 West 38th Street
 8 am – 5 pm

Westminster Manor
 4100 Jackson Avenue
 8 am – Noon/*Medio día*

Criss Cole Rehabilitation Center
 4800 North Lamar Boulevard
 9 am – 6 pm

Manor ISD Administration Building
 312 Murray Avenue, Manor
 10 am – 6 pm

Summit at Lakeway
 1915 Lohman's Crossing Road,
 Lakeway
 3 pm – 5 pm



Saturday, October 25

sábado, 25 de octubre
 South Congress Care & Rehab
 110 East Live Oak Street
 8 am – 10 am

Briarcliff Property Owner's Association
 22801 Briarcliff Drive, Briarcliff
 9 am – 6 pm

Volente Volunteer Fire Department
 15406 FM 2769, Volente
 9 am – 6 pm

Mitchie's Fine Black Art Community Center
 6406 North IH35, Suite 2800
 10 am – 6 pm

Southwest Keys Program
 6002 Jain Lane
 10 am – 6 pm

Heatherwilde Assisted Living
 401 South Heatherwilde Boulevard,
 Pflugerville
 Noon/*Medio día* – 2 pm

RBJ Residential Tower
 21 Waller Street
 4 pm – 6 pm

Sunday, October 26

domingo, 26 de octubre
 Del Valle ISD Administration Bldg
 5301 Ross Road, Del Valle
 Noon/*Medio día* – 6 pm

Heritage Park Center
 2806 Real Street
 Noon/*Medio día* – 2 pm

Deer Creek Elementary School
 2420 Zeppelin Drive, Cedar Park
 Noon/*Medio día* – 6 pm

Givens Recreation Center
 3811 East 12th Street
 Noon/*Medio día* – 4 pm

Northwest Rural Community Center
 18649 FM 1431, Suite 6A, Jonestown
 Noon/*Medio día* – 6 pm

Englewood Estates
 2603 Jones Road
 4 pm – 6 pm

Monday, October 27
lunes, 27 de octubre

Austin State Hospital
 4110 Guadalupe Street
 8 am – 6 pm

Brackenridge Hospital
 601 East 15th Street
 8 am – 6 pm

Sam Houston Building
 201 East 14th Street
 8 am – 6 pm

Huston-Tillotson University
 900 Chicon Street
 9 am – 6 pm

South Rural Community Center
 3518 South FM 973, Del Valle
 9 am – 6 pm

25

Travis County Commissioners Court Agenda Request

Voting Session 9/2/08
(Date)

Work Session _____
(Date)

1. A. Request made by: County Attorney (Tenley Aldredge) Phone # 854-9513

Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: Consider and Approve Release of Liability and Indemnity in Connection with Right of Entry upon Travis County Property for Purpose of Performing Electric Utility Work

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:

Elliott Beck, Div. Dir., Collections, TCAO	854-9513
Tenley Aldredge, Asst. Co. Atty., TCAO	854-9513

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Policy & Procedure

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

STATE OF TEXAS

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COUNTY OF TRAVIS

RELEASE OF LIABILITY AND INDEMNITY IN CONNECTION WITH RIGHT OF ENTRY UPON TRAVIS COUNTY PROPERTY FOR PURPOSE OF PERFORMING ELECTRIC UTILITY WORK

In consideration of Travis County, Texas, allowing Pedernales Electric Cooperative (the "Utility Company"), a utility cooperative whose address is 302 South Ave. F, Johnson City, Texas, to enter upon and perform electric utility work on that certain County-owned parcel of land located in Travis County, Texas and more fully described in the attached Exhibit A (the "County Property"), on or before October 1, 2008, in connection with the installation of electric utility lines, the Utility Company agrees to and hereby does release, waive, discharge and covenant not to sue Travis County, Texas, and its officers, agents, employees or servants for all personal injury, death or property damage that may occur while the Utility Company is utilizing the County Property and to indemnify County as provided herein.

Subject to the conditions stated below, Travis County grants to the Utility Company the right to enter upon the County Property for the purpose stated above and, in furtherance of said purpose, to cut down and remove trees and other brush or foliage as needed to perform the electric utility work. The right of access and use herein granted shall be subject to the following conditions: (a) the Utility Company shall perform all tree, brush and foliage cutting and removal work in a good and workmanlike manner; (b) upon completion of the utility work, the Utility Company shall restore as much of the surface of the County Property as possible to the same or better condition in which the same was received before the work was undertaken; and (c) upon completion of the utility work, the Utility Company shall leave the County Property in a clean, orderly and safe condition, and, at the Utility Company's sole expense, shall remove and dispose of all surplus excavation, debris or other trash from the County Property.

The Utility Company agrees that this release and indemnity shall bind the Utility Company and its representatives, agents, and employees as well as its assigns and successors. This release and indemnity extends to any premises or special defects arising from the County Property, real or personal, and also includes any injuries related to or caused by the operation of any motor driven vehicles. The Utility Company also agrees to release Travis County, its officers, agents, employees or servants from any claim whatsoever on account of first aid or medical treatment rendered for injuries sustained when the Utility Company is treated for any purpose.

The Utility Company agrees that the County Property is being made available for entry by the undersigned on an "AS IS" basis, with all faults and without representations or warranties of any kind or nature (express, implied or otherwise), including, but not limited to, any representation or warranty concerning the physical condition of the property (including, but not limited to, the condition of the soil or the improvements), the environmental condition of the property (including, but not limited to, the presence or absence of hazardous substances on or respecting the property and/or the presence or absence on or near the property of any flood zone).

In addition to the foregoing, the Utility Company AGREES TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS, AND DEFEND TRAVIS COUNTY AND 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 THE UTILITY COMPANY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE UTILITY COMPANY'S USE OF THE COUNTY 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 THE UTILITY COMPANY OR COUNTY.

The Utility Company agrees that this release and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The right of entry granted herein shall expire, and shall be of no further force or effect, on the date specified in the first paragraph above.

The Utility Company representative whose name appears below further states that he understands the contents of this document and signs this release of his own free act.

PEDERNALES ELECTRIC UTILITY

By: Kimberly Paffe
Kimberly Paffe
General Counsel

Title: _____

Date: AUGUST 15, 2008

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

EXHIBIT A

Legal Description

All that certain property located in Travis County, Texas, known as LOT 7, HONEYCOMB HILLS, a subdivision in Travis County, Texas, according to the map or plat of record in Book 70, Page 100 of the Plat Records of Travis County, Texas.

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Travis County Commissioners Court Agenda Request

Voting Session 9/2/08
(Date)

Work Session _____
(Date)

1. A. Request made by: County Attorney (Tamara Armstrong) Phone # 854-9513

Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: Consider and Approve Agreement for Assessment and Collection Services between Travis County and Wells Branch Municipal Utility District

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:

Nelda Wells-Spears, Tax Assessor/Collector	854-9742
Elliott Beck, Div. Dir., Collections, TCAO	854-9513
Tamara Armstrong, Asst. Co. Atty., TCAO	854-9513
Renea Deckard, Tax Office	854-9632
Tien Dao, Tax Office	854-9269

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

**AGREEMENT FOR ASSESSMENT AND COLLECTION SERVICES
BETWEEN TRAVIS COUNTY AND
WELLS BRANCH MUNICIPAL UTILITY DISTRICT**

THIS AGREEMENT is made and entered into by and between the County of Travis (hereinafter called "County"), a political subdivision of the State of Texas, the Travis County Attorney, and Wells Branch Municipal Utility District (formerly known as North Austin Growth Corridor Municipal Utility District No. 1), a local governmental entity, duly organized and existing under the laws of the State of Texas, (hereinafter called "District"), each acting herein by and through its duly authorized officials.

RECITALS

WHEREAS, the parties to this Agreement wish to consolidate the assessment and collection of property taxes into one agency, the Tax Assessor/Collector of Travis County, except for those taxes on property located outside of Travis County;

WHEREAS, the parties enter into this Agreement in order to eliminate the duplication of the existing system for collection of taxes and to promote governmental efficiency;

WHEREAS, the parties intend that the County, through its Tax Assessor/Collector, assess and collect the ad valorem property taxes owing to District and that the Travis County Attorney represent the District in the enforcement of said taxes; and

WHEREAS, the parties enter into this Agreement pursuant to the authority granted by Sections 6.23, 6.24 and 6.30, TEXAS PROPERTY TAX CODE, and by Chapter 791 of the GOVT CODE, which is known as the Interlocal Cooperation Act.

WHEREAS, the parties hereto agree that this Agreement supersedes and replaces that certain "Contract for Assessment and Collection of Services" between the County and North Austin Growth Corridor Municipal Utility District No. 1 dated August 16, 1982, including any and all amendments thereto (the "Original Contract"), and said agreement and amendments are hereby terminated, replaced and superseded in their entirety by this Agreement, on the effective date of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the terms, provisions, and mutual promises herein contained, the parties hereto mutually agree as follows:

1.0 PERFORMANCE. Performance by the County of the assessment and collection of each year's property taxes shall commence not earlier than October 1 of the current tax year and shall be completed not later than September 30 of the following tax year unless the County finds extension to be necessary.

2.0 SERVICES TO BE PERFORMED

2.01 Assessment and Collection of Ad Valorem Property Taxes and Delinquent Taxes. The County shall assess and collect the ad valorem property taxes owing to the District, with regard to all properties on the District's tax roll except for those properties on the District's tax roll that are located outside of Travis County. The County shall also collect the delinquent taxes owing to the District as hereinafter provided in this Agreement, including the enforcement of the collection of said delinquent taxes, except for delinquent taxes on properties located outside of Travis County; provided, however, the County shall continue to handle Pending Cases (as defined in Section 9.02) for the collection of delinquent taxes on properties located outside of Travis County which are in existence as of the effective date of this Agreement. With respect to the ad valorem property taxes, including delinquent taxes, which the County collects as specified in this Subsection 2.01, the County further agrees to perform for the District all the duties related to the assessment and collection of taxes for the District provided by the laws of the State of Texas for the collection of said taxes.

2.02 Performance of Functions and Consolidated Tax Statements. With respect to the ad valorem property taxes, including delinquent taxes, which the County collects within the District, except for that portion of the District located outside of Travis County, as specified in Subsection 2.01 hereof, the County shall perform all the functions set out in Subsection 12.01 of this Agreement. In connection therewith, the County agrees to prepare consolidated tax statements for each taxpayer. The tax statement shall include taxes owed to all taxing units to which the taxpayer owes taxes, except those units which have not contracted with the County for the assessment and collection of its taxes, and except for taxes owed to the District on properties located outside of Travis County. The County shall mail said tax statements to each taxpayer or authorized agent of property within the District, except for those taxpayers or authorized agents of property which is located outside of Travis County.

2.03 Tax Assessor/Collector for District. The District hereby designates the Tax Assessor-Collector of the County of Travis as its tax assessor and tax collector for all purposes under the Texas Property Tax Code, with respect to the collection of ad valorem taxes on property within the District except for property located outside of Travis County.

2.04 Copy of Tax Roll. The County shall provide the governing body of the District with a copy of the tax roll for each year that this Agreement is in effect, with respect to ad valorem property taxes covered by this Agreement.

3.0 PAYMENT

3.01 Amount of Payment. District agrees to pay the County the costs of performing the services specified in this Agreement, as prescribed in this Section 3.0. These costs shall be allocated among the District and the other taxing units contracting for assessment and collection services in the same manner so that the District and each of the other taxing units pay the same rates approved by the Travis County Commissioners Court.

3.01.01 For the 2008 tax year, the District shall pay the rate approved by the Travis County Commissioners Court in 2008, per parcel for all parcels located in Travis County and on the District's tax roll; and, for each year thereafter during this Agreement, the District shall pay the rate approved by the Travis County Commissioners Court for the tax year in question, per parcel for all parcels located in Travis County and on the District's tax roll.

3.01.02 The County shall, by written notice, notify the District in subsequent years of this Agreement of the amount that the District shall pay to the County for performing tax assessment and collection services pursuant to this Agreement.

3.02 Method of Payment. The County shall withhold from the remittances to the District the amount of money necessary to pay for the cost of assessing and collecting current taxes for the District, until the amount of payment authorized under Subsection 3.01 above has been received by the County.

4.0 REMITTANCE OF COLLECTION. The taxes collected for the District shall be remitted to the District daily, after the proper amount of payment authorized under Subsection 3.01 above and/or taxpayer refunds have been withheld. Taxes collected shall be remitted to the District on the day after they are processed and credited by the County Tax Office, but no later than when the taxes collected for the County have been remitted to the County Treasurer.

5.0 DELINQUENT TAXES

5.01 Collection of Delinquent Taxes. Pursuant to Section 6.24 of the Texas Property Tax Code, District hereby authorizes the County, by and through the County's Tax Assessor/Collector, to collect delinquent taxes covered by Subsection 2.01 of this Agreement for District as the County deems necessary. In addition, the District hereby authorizes the County, by and through the County's Tax Assessor/Collector, to waive penalties and interest for the District in delinquent tax cases where the County, by and through the County's Tax Assessor/Collector, determines that Section 33.011 of the Texas Property Tax Code requires or authorizes such waiver as advised by the Travis County Attorney's Office.

5.02 Delinquent Tax Suits.

5.02.01 Pursuant to Section 6.30 of the Texas Property Tax Code, District hereby authorizes the Travis County Attorney's Office to institute delinquent tax suits for the collection of delinquent taxes covered by Subsection 2.01 of this Agreement. All legal services rendered by the Travis County Attorney shall be included as part of the services to be performed under the terms and provisions of this Agreement, for the consideration given by District pursuant to this Agreement, and for the costs, expenses and fees recovered by County under Subsection 5.03 of this Agreement.

5.02.02 If the County chooses to have the Tax Office represented by a private attorney, District hereby agrees that the private attorney selected by the County shall also represent District in delinquent tax cases. District is not directly responsible for compensation of the private attorney selected by the County, although such attorney will receive compensation in accordance with the Texas Property Tax Code for representing District in delinquent tax cases. If District selects an attorney to represent it in delinquent tax cases, other than the County Attorney or a private attorney selected by the County, District shall notify the County in writing of such fact at least thirty (30) days before implementing such decision, in accordance with the Notice provisions set forth in Subsection 13.01 of this Agreement.

5.03 Costs, Expenses and Fees in Delinquent Tax Suits. All legal services rendered by the Travis County Attorney shall be included as part of the services to be performed under the terms and provisions of this Agreement, for the consideration given by District pursuant to this Agreement, and for the costs, expenses and fees recovered by County under this Subsection 5.03 of this Agreement. Pursuant to Section 33.48 of the Texas Property Tax Code, the County, in collecting delinquent taxes for District, may recover, in addition to other costs authorized by law, the following costs, expenses, and fees in a suit to collect a delinquent tax:

5.03.01 All usual court costs, including the cost of serving process;

5.03.02 Costs of filing for record a notice of lis pendens against property;

5.03.03 Expenses of foreclosure sale;

5.03.04 Reasonable expenses that are incurred by the taxing unit in determining the name, identity, and location of necessary parties and in procuring necessary legal descriptions of property on which a delinquent tax is due;

5.03.05 Attorney's fees in the amount of fifteen percent (15%) of the total amount of taxes, penalties, and interest due District; and

5.03.06 Reasonable attorney ad litem fees approved by the Court that are incurred in a suit in which the Court orders the appointment of an attorney to represent the interests of a defendant served with process by means of citation by publication or posting.

The costs, expenses, and fees recovered by the County pursuant to Section 33.48 of the Texas Property Tax Code shall be payment to the County for the County's collection of delinquent taxes for District under Subsection 2.01 of this Agreement; provided, however, pursuant to Sections 33.71, 33.72 and 33.73 of the Texas Property Tax Code, the County, for collecting delinquent taxes for District under Subsection 2.01 of this Agreement, may also recover the reasonable costs of a tax master for any tax suits instituted by the County pursuant to this Agreement.

6.0 ADMINISTRATIVE PROVISIONS

6.01 Books and Records. All expenses incurred by the County for the assessment and collection of taxes hereunder shall be clearly kept on the books and records of the County. District or its designated representatives, upon written request submitted to the Travis County Tax Assessor/Collector, are authorized to examine the books and records to be kept by the County at such reasonable times and intervals as District deems fit. Such books and records will be kept in the office of the Travis County Tax Assessor/Collector.

6.02 Surety Bond. If District requires the County to obtain a surety bond for the Tax Assessor/Collector acting in her capacity as assessor/collector for District as provided herein, District agrees to pay the premium for such bond.

6.03 Change in Tax Rate. In case District's tax rate is rolled back or otherwise changed after the County begins collections for District in any given year, the County will continue to act for District in providing refunds to taxpayers or sending corrected billing statements only if District assumes all additional costs of collection arising from such rollback or other change in the tax rate. These costs shall be the actual costs of providing those extra services required by the rollback or other change in the tax rate, and such costs shall be withheld in the same manner as provided in Subsection 3.02 of this Agreement.

7.0 GENERAL PROVISIONS

7.01 Books and Records Held by District. District agrees to transfer to the possession and control of the County, without charge, copies of all books and records necessary for the performance of the duties and responsibilities of the

County pursuant to this Agreement. These books and records shall include all tax records, including existing tax rolls or other records available to District.

7.02 Limit on Liability. The County shall not be liable to District for any failure to collect taxes under this Agreement; nor shall the County Tax Assessor/Collector be liable to District for any failure to collect taxes, unless the Tax Assessor/Collector's failure to collect taxes results from her failure to perform the duties imposed upon the Tax Assessor/Collector by law and by this Agreement; provided, however, the Tax Assessor/Collector shall not be liable to District for any failure to collect taxes where her failure to perform duties imposed by law and by this Agreement arises out of circumstances beyond her control.

7.03 Current Revenue Funds. Payments by the parties for services under this Agreement shall be made from current revenues available to the parties.

7.04 Agreement Voidable. For each year during the term of this Agreement, if District has not established the tax rate as required by law for District and notified the Tax Assessor/Collector accordingly within sixty (60) days after the Central Appraisal District Appraisal Review Board has certified to District the assessed values on the property in District, or by September 30, whichever is later, this Agreement becomes voidable by action of the County at the County's option. In the event this Agreement becomes voidable by action of the County, the County may, at its option, declare this Agreement null and void by giving written notice from the Tax Assessor/Collector to District, in accordance with the notice provisions set forth in Subsection 13.01 of this Agreement.

7.05 Authorized Refunds. Authorized refunds to property owners will be made so that each property owner receiving refunds will receive a single check covering all refunds for all taxing units contracting for assessment and collection services, except for any refunds applicable to property located outside of Travis County. Refunds may become necessary because of changes which include, but are not limited to, late exemption claims, clerical errors, overpayment, etc. Refunds from the District to the property owners within the District, except for refunds applicable to property located outside of Travis County, shall be deducted from the collections and withheld from the District in the same manner as provided in Subsection 3.02 of this Agreement; or, if no collections are available, such refunds shall be remitted by the District to the County within seven (7) days of notification of such sums due.

8.0 SOVEREIGN IMMUNITY. It is expressly understood and agreed that, in the execution of this Agreement, neither the County nor the District waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

9.0 TERMINATION.

9.01 Termination of Agreement. Unless the County declares this Agreement null and void pursuant to Subsection 7.04 of this Agreement, this Agreement shall continue in full force and effect from year to year until such time as either party to this Agreement, by written notice to the other party under Subsection 13.01 hereof, terminates this Agreement, such termination to be effective only if notice is given to the other party on or before July 1 of the year in which the party intends this Agreement to terminate, and, only if, notice is given at least thirty (30) days prior to the effective date of termination. **Provided, however, the District may, at its option, declare this Agreement null and void by giving written notice from the District to the Tax Assessor/Collector, in accordance with the Notice provisions set forth in Subsection 13.01 hereof, in the event the County chooses to have the Tax Office represented by a private attorney and, the District does not agree with the County's choice. If this Agreement is terminated by either party, as authorized under this Agreement, this Agreement shall terminate in its entirety, except as otherwise expressly provided in Subsection 9.02 hereof.**

9.02 Pending Cases. In the event this Agreement is terminated by either party for any reason, the County reserves the right to continue to handle pending cases for the collection of delinquent taxes on properties located in the District, for a six (6) month period following the effective date of termination. As used in this Subsection 9.02, "Pending Cases" are cases where the District is the taxing unit and include the following:

9.02.01 - Each case for which the County has sent a demand letter to the delinquent taxpayer;

9.02.02 - Each delinquent tax suit filed in court or intervened in court by County; or

9.02.03 - Each case in which the County and the delinquent taxpayer have agreed that the delinquent taxpayer will pay the delinquent tax in partial payments over a specified period of time.

9.03 Transfer. Upon the expiration of the six (6) month period specified in Subsection 9.02 above, the County will transfer all remaining, pending cases to the District's new legal representative, and upon such transfer, this Agreement shall terminate in its entirety.

10.0 AMENDMENTS. Any amendments, alterations, deletions or waiver of the provisions of this Agreement shall be valid only when expressed in writing and agreed to by official action of the governing bodies of both parties, and will be effective only if they do not adversely affect the prompt fulfillment of contract obligations. However, in the performance of services under this Agreement, the County, the County Tax

Assessor/Collector, and/or the County Attorney's Office may institute changes, as required or authorized by applicable law.

11.0 REGULATIONS AND LAWS. This Agreement shall be governed, interpreted, construed and enforced in accordance with all applicable laws of the United States of America and all applicable laws of the State of Texas, (statutory law, case law, rules and regulations), including but not limited to the provisions of the Texas Property Tax Code, including amendments to such applicable laws.

12.0 DEFINITIONS.

12.01 Assessment and Collection. For purposes of this Agreement, the terms "assessment" and "collection" shall include the following:

12.01.01 Calculation of tax;

12.01.02 Preparation of tax rolls;

12.01.03 Proration of taxes;

12.01.04 Correction of clerical errors in tax rolls;

12.01.05 Collection of tax liabilities; and

12.01.06 Issuance of refunds and calculation of an effective tax rate as required by Section 26.04 of the Texas Property Tax Code for the years covered by this Agreement.

The term "assessment" shall not include those functions defined as "appraisal" by the Texas Property Tax Code.

12.02 Current Taxes. For purposes of this Agreement, the term "current taxes" shall include only those taxes legally due and payable without penalty and interest.

12.03 Delinquent Taxes. For purposes of this Agreement, the term "delinquent taxes" shall include any taxes which have not been received by the County on or before January 31st of any given tax year and on which penalty and interest are due.

12.04 Tax Year. For purposes of this Agreement, the term "tax year" refers to the twelve (12) month period which runs from October 1 of one year through September 30 of the following year.

13.0 MISCELLANEOUS PROVISIONS.

13.01 Notice. Except as otherwise provided in this Agreement, all notice required or permitted under this Agreement shall be in writing and shall be hand delivered or sent by certified or registered mail, postage prepaid, return receipt required. For purposes of sending notice under this Agreement, the address of the County is: Honorable Nelda Wells-Spears (or her successor in office), Travis County Tax

Assessor/Collector, 5501 Airport Boulevard, Austin, Texas 78751. For purposes of sending notice under this Agreement, the address of the District is: c/o John Bartram, Attorney, Armbrust & Brown LLP, 100 Congress Avenue, Suite 1300, Austin, Texas 78701. Either party may change its address by giving written notice as provided in this Subsection 13.01 or by notifying the District and all other entities by a general mass mail-out. In the case of notice sent by registered or certified mail, notice shall be deemed effective three days after deposit in a United States mailbox or a United States post office. In the case of notice made by hand delivery, notice shall be deemed effective immediately. This Section shall not preclude the County Tax Assessor/Collector from providing the District and all other entities general notice concerning the Tax Assessment and Collection Agreements or any related matter through general mass mail-outs by regular mail.

13.02 Parties Bound. This Agreement shall be binding upon the parties hereto and their executors, heirs, legal representatives, successors and assigns.

13.03 Copies. This Agreement is executed in multiple copies, any one of which is a true copy hereof, having the same evidentiary value.

13.04 Integration. It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all prior agreements and negotiations, either written or oral, between the parties relating to the subject matter hereof, including the Original Contract.

13.05 Severability. The provisions of this Agreement are severable. If any paragraph, section, subsection, sentence, clause, or phrase of this Agreement is held by a court of competent jurisdiction, for any reason, to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement; provided, however, upon the occurrence of such event, either party may terminate this Agreement forthwith upon providing written notice of termination to the other party in accordance with Subsections 9.0 and 13.01 of this Agreement.

13.06 Venue. All obligations and undertakings pursuant to this Agreement are fully performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the courts of appropriate jurisdiction in Travis County, Texas exclusively.

13.07 Effective Date. This Agreement shall take effect on the date this Agreement is approved by the Travis County Commissioners Court.

13.08 Titles, Headings and Subheadings. The titles, headings and subheadings set forth in this Agreement are intended for the convenience of the parties hereto and are not intended for use in the construction or interpretation of the provisions

contained herein.

13.09 Gender and Number. As used in this Agreement, unless the context indicates otherwise, a masculine, feminine, or neuter gender shall each be deemed to include the other, and the singular or plural number shall each be deemed to include the other.

13.10 Instruments. Each party hereto agrees that it will execute, in a timely manner, all instruments and documents needed for implementation of the terms, conditions, and provisions of this Agreement or needed for the other party's performance of its duties and responsibilities hereunder.

EXECUTED in triplicate by the County of Travis and by the Wells Branch Municipal Utility District on this the _____ day of _____, 2008

WELLS BRANCH MUNICIPAL UTILITY DISTRICT

By: Charles R. Walters
Charles R. Walters, President

Date: 8-19-08

By: Janet Maxey
Janet Maxey, Secretary

Date: 8-19-08

TRAVIS COUNTY, TEXAS

By: _____
Honorable Samuel T. Biscoe
Travis County Judge

Date: _____

By: _____
J. Elliott Beck
Assistant County Attorney

Date: _____
For: David Escamilla
Travis County Attorney

Travis County Commissioners Court Agenda Request

27

Voting Session 9/2/08
(Date)

Work Session _____
(Date)

1. A. Request made by: County Attorney (Tamara Armstrong) Phone # 854-9513

Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: Consider and Approve Agreement for Assessment and Collection Services between Travis County and Anderson Mill Municipal Utility District

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:

Nelda Wells-Spears, Tax Assessor/Collector	854-9742
Elliott Beck, Div. Dir., Collections, TCAO	854-9513
Tamara Armstrong, Asst. Co. Atty., TCAO	854-9513
Renea Deckard, Tax Office	854-9632
Tien Dao, Tax Office	854-9269

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

**AGREEMENT FOR ASSESSMENT AND COLLECTION SERVICES
BETWEEN TRAVIS COUNTY AND
ANDERSON MILL MUNICIPAL UTILITY DISTRICT**

THIS AGREEMENT is made and entered into by and between the County of Travis (hereinafter called "County"), a political subdivision of the State of Texas, the Travis County Attorney, and Anderson Mill Municipal Utility District, a local governmental entity, duly organized and existing under the laws of the State of Texas, (hereinafter called "District"), each acting herein by and through its duly authorized officials.

RECITALS

WHEREAS, the parties to this Agreement wish to consolidate the assessment and collection of property taxes into one agency, the Tax Assessor/Collector of Travis County, except for those taxes on property located outside of Travis County;

WHEREAS, the parties enter into this Agreement in order to eliminate the duplication of the existing system for collection of taxes and to promote governmental efficiency;

WHEREAS, the parties intend that the County, through its Tax Assessor/Collector, assess and collect the ad valorem property taxes owing to District and that the Travis County Attorney represent the District in the enforcement of said taxes; and

WHEREAS, the parties enter into this Agreement pursuant to the authority granted by Sections 6.23, 6.24 and 6.30, TEXAS PROPERTY TAX CODE, and by Chapter 791 of the GOVT CODE, which is known as the Interlocal Cooperation Act.

NOW, THEREFORE, in consideration of the premises and of the terms, provisions, and mutual promises herein contained, the parties hereto mutually agree as follows:

1.0 PERFORMANCE. Performance by the County of the assessment and collection of each year's property taxes shall commence not earlier than October 1 of the current tax year and shall be completed not later than September 30 of the following tax year unless the County finds extension to be necessary.

2.0 SERVICES TO BE PERFORMED

2.01 Assessment and Collection of Ad Valorem Property Taxes and Delinquent Taxes. The County shall assess and collect the ad valorem property taxes owing to the District, with regard to all properties on the District's tax roll except for those properties on the District's tax roll that are located outside of Travis County. The County shall also collect the delinquent taxes owing to the District as hereinafter provided in this Agreement, including the enforcement of the collection of said

delinquent taxes, except for delinquent taxes on properties located outside of Travis County. With respect to the ad valorem property taxes, including delinquent taxes, which the County collects as specified in this Subsection 2.01, the County further agrees to perform for the District all the duties related to the assessment and collection of taxes for the District provided by the laws of the State of Texas for the collection of said taxes.

2.02 Performance of Functions and Consolidated Tax Statements. With respect to the ad valorem property taxes, including delinquent taxes, which the County collects within the District, except for that portion of the District located outside of Travis County, as specified in Subsection 2.01 hereof, the County shall perform all the functions set out in Subsection 12.01 of this Agreement. In connection therewith, the County agrees to prepare consolidated tax statements for each taxpayer. The tax statement shall include taxes owed to all taxing units to which the taxpayer owes taxes, except those units which have not contracted with the County for the assessment and collection of its taxes, and except for taxes owed to the District on properties located outside of Travis County. The County shall mail said tax statements to each taxpayer or authorized agent of property within the District, except for those taxpayers or authorized agents of property which is located outside of Travis County.

2.03 Tax Assessor/Collector for District. The District hereby designates the Tax Assessor-Collector of the County of Travis as its tax assessor and tax collector for all purposes under the Texas Property Tax Code, with respect to the collection of ad valorem taxes on property within the District except for property located outside of Travis County.

2.04 Copy of Tax Roll. The County shall provide the governing body of the District with a copy of the tax roll for each year that this Agreement is in effect, with respect to ad valorem property taxes covered by this Agreement.

3.0 PAYMENT

3.01 Amount of Payment. District agrees to pay the County the costs of performing the services specified in this Agreement, as prescribed in this Section 3.0. These costs shall be allocated among the District and the other taxing units contracting for assessment and collection services in the same manner so that the District and each of the other taxing units pay the same rates approved by the Travis County Commissioners Court.

3.01.01 For the 2008 tax year, the District shall pay the rate approved by the Travis County Commissioners Court in 2008, per parcel for all parcels located in Travis County and on the District's tax roll; and, for each year thereafter during this Agreement, the District shall pay the rate approved by the Travis County

Commissioners Court for the tax year in question, per parcel for all parcels located in Travis County and on the District's tax roll.

3.01.02 The County shall, by written notice, notify the District in subsequent years of this Agreement of the amount that the District shall pay to the County for performing tax assessment and collection services pursuant to this Agreement.

3.02 Method of Payment. The County shall withhold from the remittances to the District the amount of money necessary to pay for the cost of assessing and collecting current taxes for the District, until the amount of payment authorized under Subsection 3.01 above has been received by the County.

4.0 REMITTANCE OF COLLECTION. The taxes collected for the District shall be remitted to the District daily, after the proper amount of payment authorized under Subsection 3.01 above and/or taxpayer refunds have been withheld. Taxes collected shall be remitted to the District on the day after they are processed and credited by the County Tax Office, but no later than when the taxes collected for the County have been remitted to the County Treasurer.

5.0 DELINQUENT TAXES

5.01 Collection of Delinquent Taxes. Pursuant to Section 6.24 of the Texas Property Tax Code, District hereby authorizes the County, by and through the County's Tax Assessor/Collector, to collect delinquent taxes covered by Subsection 2.01 of this Agreement for District as the County deems necessary. In addition, the District hereby authorizes the County, by and through the County's Tax Assessor/Collector, to waive penalties and interest for the District in delinquent tax cases where the County, by and through the County's Tax Assessor/Collector, determines that Section 33.011 of the Texas Property Tax Code requires or authorizes such waiver as advised by the Travis County Attorney's Office.

5.02 Delinquent Tax Suits.

5.02.01 Pursuant to Section 6.30 of the Texas Property Tax Code, District hereby authorizes the Travis County Attorney's Office to institute delinquent tax suits for the collection of delinquent taxes covered by Subsection 2.01 of this Agreement. All legal services rendered by the Travis County Attorney shall be included as part of the services to be performed under the terms and provisions of this Agreement, for the consideration given by District pursuant to this Agreement, and for the costs, expenses and fees recovered by County under Subsection 5.03 of this Agreement.

5.02.02 If the County chooses to have the Tax Office represented by a private attorney, District hereby agrees that the private attorney selected by the County shall also represent District in delinquent tax cases. District is not directly responsible for compensation of the private attorney selected by the County, although such attorney

will receive compensation in accordance with the Texas Property Tax Code for representing District in delinquent tax cases. If District selects an attorney to represent it in delinquent tax cases, other than the County Attorney or a private attorney selected by the County, District shall notify the County in writing of such fact at least thirty (30) days before implementing such decision, in accordance with the Notice provisions set forth in Subsection 13.01 of this Agreement.

5.03 Costs, Expenses and Fees in Delinquent Tax Suits. All legal services rendered by the Travis County Attorney shall be included as part of the services to be performed under the terms and provisions of this Agreement, for the consideration given by District pursuant to this Agreement, and for the costs, expenses and fees recovered by County under this Subsection 5.03 of this Agreement. Pursuant to Section 33.48 of the Texas Property Tax Code, the County, in collecting delinquent taxes for District, may recover, in addition to other costs authorized by law, the following costs, expenses, and fees in a suit to collect a delinquent tax:

5.03.01 All usual court costs, including the cost of serving process;

5.03.02 Costs of filing for record a notice of lis pendens against property;

5.03.03 Expenses of foreclosure sale;

5.03.04 Reasonable expenses that are incurred by the taxing unit in determining the name, identity, and location of necessary parties and in procuring necessary legal descriptions of property on which a delinquent tax is due;

5.03.05 Attorney's fees in the amount of fifteen percent (15%) of the total amount of taxes, penalties, and interest due District; and

5.03.06 Reasonable attorney ad litem fees approved by the Court that are incurred in a suit in which the Court orders the appointment of an attorney to represent the interests of a defendant served with process by means of citation by publication or posting.

The costs, expenses, and fees recovered by the County pursuant to Section 33.48 of the Texas Property Tax Code shall be payment to the County for the County's collection of delinquent taxes for District under Subsection 2.01 of this Agreement; provided, however, pursuant to Sections 33.71, 33.72 and 33.73 of the Texas Property Tax Code, the County, for collecting delinquent taxes for District under Subsection 2.01 of this Agreement, may also recover the reasonable costs of a tax master for any tax suits instituted by the County pursuant to this Agreement.

6.0 ADMINISTRATIVE PROVISIONS

6.01 Books and Records. All expenses incurred by the County for the assessment and collection of taxes hereunder shall be clearly kept on the books and records of the County. District or its designated representatives, upon written request submitted to the Travis County Tax Assessor/Collector, are authorized to examine the books and records to be kept by the County at such reasonable times and intervals as District deems fit. Such books and records will be kept in the office of the Travis County Tax Assessor/Collector.

6.02 Surety Bond. If District requires the County to obtain a surety bond for the Tax Assessor/Collector acting in her capacity as assessor/collector for District as provided herein, District agrees to pay the premium for such bond.

6.03 Change in Tax Rate. In case District's tax rate is rolled back or otherwise changed after the County begins collections for District in any given year, the County will continue to act for District in providing refunds to taxpayers or sending corrected billing statements only if District assumes all additional costs of collection arising from such rollback or other change in the tax rate. These costs shall be the actual costs of providing those extra services required by the rollback or other change in the tax rate, and such costs shall be withheld in the same manner as provided in Subsection 3.02 of this Agreement.

7.0 GENERAL PROVISIONS

7.01 Books and Records Held by District. District agrees to transfer to the possession and control of the County, without charge, copies of all books and records necessary for the performance of the duties and responsibilities of the County pursuant to this Agreement. These books and records shall include all tax records, including existing tax rolls or other records available to District.

7.02 Limit on Liability. The County shall not be liable to District for any failure to collect taxes under this Agreement; nor shall the County Tax Assessor/Collector be liable to District for any failure to collect taxes, unless the Tax Assessor/Collector's failure to collect taxes results from her failure to perform the duties imposed upon the Tax Assessor/Collector by law and by this Agreement; provided, however, the Tax Assessor/Collector shall not be liable to District for any failure to collect taxes where her failure to perform duties imposed by law and by this Agreement arises out of circumstances beyond her control.

7.03 Current Revenue Funds. Payments by the parties for services under this Agreement shall be made from current revenues available to the parties.

7.04 Agreement Voidable. For each year during the term of this Agreement, if District has not established the tax rate as required by law for District and notified the Tax Assessor/Collector accordingly within sixty (60) days after the Central Appraisal

District Appraisal Review Board has certified to District the assessed values on the property in District, or by September 30, whichever is later, this Agreement becomes voidable by action of the County at the County's option. In the event this Agreement becomes voidable by action of the County, the County may, at its option, declare this Agreement null and void by giving written notice from the Tax Assessor/Collector to District, in accordance with the notice provisions set forth in Subsection 13.01 of this Agreement.

7.05 Authorized Refunds. Authorized refunds to property owners will be made so that each property owner receiving refunds will receive a single check covering all refunds for all taxing units contracting for assessment and collection services, except for any refunds applicable to property located outside of Travis County. Refunds may become necessary because of changes which include, but are not limited to, late exemption claims, clerical errors, overpayment, etc. Refunds from the District to the property owners within the District, except for refunds applicable to property located outside of Travis County, shall be deducted from the collections and withheld from the District in the same manner as provided in Subsection 3.02 of this Agreement; or, if no collections are available, such refunds shall be remitted by the District to the County within seven (7) days of notification of such sums due.

8.0 **SOVEREIGN IMMUNITY.** It is expressly understood and agreed that, in the execution of this Agreement, neither the County nor the District waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

9.0 **TERMINATION.**

9.01 Termination of Agreement. Unless the County declares this Agreement null and void pursuant to Subsection 7.04 of this Agreement, this Agreement shall continue in full force and effect from year to year until such time as either party to this Agreement, by written notice to the other party under Subsection 13.01 hereof, terminates this Agreement, such termination to be effective only if notice is given to the other party on or before July 1 of the year in which the party intends this Agreement to terminate, and, only if, notice is given at least thirty (30) days prior to the effective date of termination. Provided, however, the District may, at its option, declare this Agreement null and void by giving written notice from the District to the Tax Assessor/Collector, in accordance with the Notice provisions set forth in Subsection 13.01 hereof, in the event the County chooses to have the Tax Office represented by a private attorney and, the District does not agree with the County's choice. If this Agreement is terminated by either party, as authorized under this Agreement, this Agreement shall terminate in its entirety, except as otherwise expressly provided in Subsection 9.02 hereof.

9.02 Pending Cases. In the event this Agreement is terminated by either party for

any reason, the County reserves the right to continue to handle pending cases for the collection of delinquent taxes on properties located in the District, for a six (6) month period following the effective date of termination. As used in this Subsection 9.02, "Pending Cases" are cases where the District is the taxing unit and include the following:

9.02.01 - Each case for which the County has sent a demand letter to the delinquent taxpayer;

9.02.02 - Each delinquent tax suit filed in court or intervened in court by County; or

9.02.03 - Each case in which the County and the delinquent taxpayer have agreed that the delinquent taxpayer will pay the delinquent tax in partial payments over a specified period of time.

9.03 Transfer. Upon the expiration of the six (6) month period specified in Subsection 9.02 above, the County will transfer all remaining, pending cases to the District's new legal representative, and upon such transfer, this Agreement shall terminate in its entirety.

10.0 AMENDMENTS. Any amendments, alterations, deletions or waiver of the provisions of this Agreement shall be valid only when expressed in writing and agreed to by official action of the governing bodies of both parties, and will be effective only if they do not adversely affect the prompt fulfillment of contract obligations. However, in the performance of services under this Agreement, the County, the County Tax Assessor/Collector, and/or the County Attorney's Office may institute changes, as required or authorized by applicable law.

11.0 REGULATIONS AND LAWS. This Agreement shall be governed, interpreted, construed and enforced in accordance with all applicable laws of the United States of America and all applicable laws of the State of Texas, (statutory law, case law, rules and regulations), including but not limited to the provisions of the Texas Property Tax Code, including amendments to such applicable laws.

12.0 DEFINITIONS.

12.01 Assessment and Collection. For purposes of this Agreement, the terms "assessment" and "collection" shall include the following:

- 12.01.01 Calculation of tax;
- 12.01.02 Preparation of tax rolls;
- 12.01.03 Proration of taxes;
- 12.01.04 Correction of clerical errors in tax rolls;
- 12.01.05 Collection of tax liabilities; and

12.01.06 Issuance of refunds and calculation of an effective tax rate as required by Section 26.04 of the Texas Property Tax Code for the years covered by this Agreement.

The term "assessment" shall not include those functions defined as "appraisal" by the Texas Property Tax Code.

12.02 Current Taxes. For purposes of this Agreement, the term "current taxes" shall include only those taxes legally due and payable without penalty and interest.

12.03 Delinquent Taxes. For purposes of this Agreement, the term "delinquent taxes" shall include any taxes which have not been received by the County on or before January 31st of any given tax year and on which penalty and interest are due.

12.04 Tax Year. For purposes of this Agreement, the term "tax year" refers to the twelve (12) month period which runs from October 1 of one year through September 30 of the following year.

13.0 MISCELLANEOUS PROVISIONS.

13.01 Notice. Except as otherwise provided in this Agreement, all notice required or permitted under this Agreement shall be in writing and shall be hand delivered or sent by certified or registered mail, postage prepaid, return receipt required. For purposes of sending notice under this Agreement, the address of the County is: Honorable Nelda Wells-Spears (or her successor in office), Travis County Tax Assessor/Collector, 5501 Airport Boulevard, Austin, Texas 78751. For purposes of sending notice under this Agreement, the address of the District is: Mr. Michael Bamer, General Manager, 11500 El Salido Parkway, Austin, Texas 78750. Either party may change its address by giving written notice as provided in this Subsection 13.01 or by notifying the District and all other entities by a general mass mail-out. In the case of notice sent by registered or certified mail, notice shall be deemed effective three days after deposit in a United States mailbox or a United States post office. In the case of notice made by hand delivery, notice shall be deemed effective immediately. This Section shall not preclude the County Tax Assessor/Collector from providing the District and all other entities general notice concerning the Tax Assessment and Collection Agreements or any related matter through general mass mail-outs by regular mail.

13.02 Parties Bound. This Agreement shall be binding upon the parties hereto and their executors, heirs, legal representatives, successors and assigns.

13.03 Copies. This Agreement is executed in multiple copies, any one of which is a true copy hereof, having the same evidentiary value.

13.04 Integration. It is understood and agreed that the entire Agreement of the

parties is contained herein and that this Agreement supersedes all prior agreements and negotiations, either written or oral, between the parties relating to the subject matter hereof.

13.05 Severability. The provisions of this Agreement are severable. If any paragraph, section, subsection, sentence, clause, or phrase of this Agreement is held by a court of competent jurisdiction, for any reason, to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement; provided, however, upon the occurrence of such event, either party may terminate this Agreement forthwith upon providing written notice of termination to the other party in accordance with Subsections 9.0 and 13.01 of this Agreement.

13.06 Venue. All obligations and undertakings pursuant to this Agreement are fully performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the courts of appropriate jurisdiction in Travis County, Texas exclusively.

13.07 Effective Date. This Agreement shall take effect on the date this Agreement is approved by the Travis County Commissioners Court.

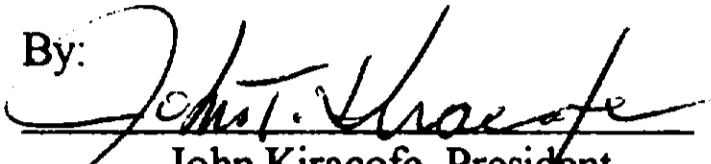
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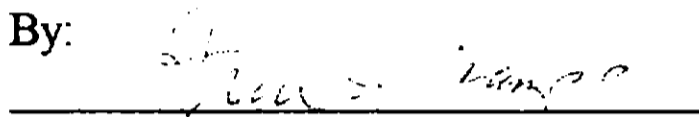
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13.10 Instruments. Each party hereto agrees that it will execute, in a timely manner, all instruments and documents needed for implementation of the terms, conditions, and provisions of this Agreement or needed for the other party's performance of its duties and responsibilities hereunder.

EXECUTED in triplicate by the County of Travis and by the Anderson Mill Municipal Utility District on this the _____ day of _____, 2008

ANDERSON MILL MUNICIPAL UTILITY DISTRICT

By: 
John Kiracofe, President
Date: 8/14/08

By: 
Fred Grampp, Secretary
Date: 8/14/08

TRAVIS COUNTY, TEXAS

By: _____
Honorable Samuel T. Biscoe
Travis County Judge

Date: _____

By: _____
J. Elliott Beck
Assistant County Attorney

Date: _____

For: David Escamilla
Travis County Attorney

Travis County Commissioners Court Agenda Request

#

28 ✓

Voting Session 9/2/08
(Date)

Work Session _____
(Date)

1. A. Request made by: County Attorney (Tenley Aldredge) Phone # 854-9513

Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: Consider and Approve Agreement for Assessment and Collection Services between Travis County and the City of Cedar Park

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:

Nelda Wells-Spears, Tax Assessor/Collector	854-9742
Elliott Beck, Div. Dir., Collections, TCAO	854-9513
Tenley Aldredge, Asst. Co. Atty., TCAO	854-9513
Renea Deckard, Tax Office	854-9632
Tien Dao, Tax Office	854-9269

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

08 AUG 26 PM 4:05
COUNTY CLERK

**AGREEMENT FOR ASSESSMENT AND COLLECTION SERVICES
BETWEEN TRAVIS COUNTY AND
THE CITY OF CEDAR PARK**

THIS AGREEMENT is made and entered into by and between the County of Travis (hereinafter called "County"), a political subdivision of the State of Texas, the Travis County Attorney, and the City of Cedar Park, a local government entity, duly organized and existing under the laws of the State of Texas (hereinafter called "City"), each acting herein by and through its duly authorized officials.

RECITALS

WHEREAS, the parties to this Agreement wish to consolidate the assessment and collection of property taxes into one agency, the Tax Assessor/Collector of Travis County, except for those taxes on property located outside of Travis County;

WHEREAS, the parties enter into this Agreement in order to eliminate the duplication of the existing system for collection of taxes and to promote governmental efficiency;

WHEREAS, the parties intend that the County, through its Tax Assessor/Collector, assess and collect the ad valorem property taxes owing to City and that the Travis County Attorney represent the City in the enforcement of said taxes; and

WHEREAS, the parties enter into this Agreement pursuant to the authority granted by Sections 6.23, 6.24 and 6.30, TEXAS PROPERTY TAX CODE, and by Chapter 791 of the GOVT CODE, which is known as the Interlocal Cooperation Act.

NOW, THEREFORE, in consideration of the premises and of the terms, provisions, and mutual promises herein contained, the parties hereto mutually agree as follows:

1.0 PERFORMANCE. Performance by the County of the assessment and collection of each year's property taxes shall commence not earlier than October 1 of the current tax year and shall be completed not later than September 30 of the following tax year unless the County finds extension to be necessary.

2.0 SERVICES TO BE PERFORMED

2.01 Assessment and Collection of Ad Valorem Property Taxes and Delinquent Taxes. The County shall assess and collect the ad valorem property taxes owing to the City, with regard to all properties on the City's tax roll except for those properties on the City's tax roll that are located outside of Travis County. The County shall also collect the delinquent taxes owing to the City as hereinafter provided in this

Agreement, including the enforcement of the collection of said delinquent taxes, except for delinquent taxes on properties located outside of Travis County. With respect to the ad valorem property taxes, including delinquent taxes, which the County collects as specified in this Subsection 2.01, the County further agrees to perform for the City all the duties related to the assessment and collection of taxes for the City provided by the laws of the State of Texas for the collection of said taxes.

2.02 Performance of Functions and Consolidated Tax Statements. With respect to the ad valorem property taxes, including delinquent taxes, which the County collects within the City, except for that portion of the City located outside of Travis County, as specified in Subsection 2.01 hereof, the County shall perform all the functions set out in Subsection 12.01 of this Agreement. In connection therewith, the County agrees to prepare consolidated tax statements for each taxpayer. The tax statement shall include taxes owed to all taxing units to which the taxpayer owes taxes, except those units which have not contracted with the County for the assessment and collection of its taxes, and except for taxes owed to the City on properties located outside of Travis County. The County shall mail said tax statements to each taxpayer or authorized agent of property within the City, except for those taxpayers or authorized agents of property which is located outside of Travis County.

2.03 Tax Assessor/Collector for City. The City hereby designates the Tax Assessor-Collector of the County of Travis as its tax assessor and tax collector for all purposes under the Texas Property Tax Code, with respect to the collection of ad valorem taxes on property within the City except for property located outside of Travis County.

2.04 Copy of Tax Roll. The County shall provide the governing body of the City with a copy of the tax roll for each year that this Agreement is in effect, with respect to ad valorem property taxes covered by this Agreement.

3.0 PAYMENT

3.01 Amount of Payment. City agrees to pay the County the costs of performing the services specified in this Agreement, as prescribed in this Section 3.0. These costs shall be allocated among the City and the other taxing units contracting for assessment and collection services in the same manner so that the City and each of the other taxing units pay the same rates approved by the Travis County Commissioners Court.

3.01.01 For the 2008 tax year, the City shall pay the rate approved by the Travis County Commissioners Court in 2008, per parcel for all parcels located in Travis County and on the City's tax roll; and, for each year thereafter during this Agreement, the City shall pay the rate approved by the Travis County Commissioners Court for the tax year in question, per parcel for all parcels located in Travis County and on the City's tax roll.

3.01.02 The County shall, by written notice, notify the City in subsequent years of this Agreement of the amount that the City shall pay to the County for performing tax assessment and collection services pursuant to this Agreement.

3.02 Method of Payment. The County shall withhold from the remittances to the City the amount of money necessary to pay for the cost of assessing and collecting current taxes for the City, until the amount of payment authorized under Subsection 3.01 above has been received by the County.

4.0 REMITTANCE OF COLLECTION. The taxes collected for the City shall be remitted to the City daily, after the proper amount of payment authorized under Subsection 3.01 above and/or taxpayer refunds have been withheld. Taxes collected shall be remitted to the City on the day after they are processed and credited by the County Tax Office, but no later than when the taxes collected for the County have been remitted to the County Treasurer.

5.0 DELINQUENT TAXES

5.01 Collection of Delinquent Taxes. Pursuant to Section 6.24 of the Texas Property Tax Code, City hereby authorizes the County, by and through the County's Tax Assessor/Collector, to collect delinquent taxes covered by Subsection 2.01 of this Agreement for City as the County deems necessary. In addition, the City hereby authorizes the County, by and through the County's Tax Assessor/Collector, to waive penalties and interest for the City in delinquent tax cases where the County, by and through the County's Tax Assessor/Collector, determines that Section 33.011 of the Texas Property Tax Code requires or authorizes such waiver as advised by the Travis County Attorney's Office.

5.02 Delinquent Tax Suits.

5.02.01 Pursuant to Section 6.30 of the Texas Property Tax Code, City hereby authorizes the Travis County Attorney's Office to institute delinquent tax suits for the collection of delinquent taxes covered by Subsection 2.01 of this Agreement. All legal services rendered by the Travis County Attorney shall be included as part of the services to be performed under the terms and provisions of this Agreement, for the consideration given by City pursuant to this Agreement, and for the costs, expenses and fees recovered by County under Subsection 5.03 of this Agreement.

5.02.02 If the County chooses to have the Tax Office represented by a private attorney, City hereby agrees that the private attorney selected by the County shall also represent City in delinquent tax cases. City is not directly responsible for compensation of the private attorney selected by the County, although such attorney will receive compensation in accordance with the Texas Property Tax

Code for representing City in delinquent tax cases. If City selects an attorney to represent it in delinquent tax cases, other than the County Attorney or a private attorney selected by the County, City shall notify the County in writing of such fact at least thirty (30) days before implementing such decision, in accordance with the Notice provisions set forth in Subsection 13.01 of this Agreement.

5.03 Costs, Expenses and Fees in Delinquent Tax Suits. All legal services rendered by the Travis County Attorney shall be included as part of the services to be performed under the terms and provisions of this Agreement, for the consideration given by City pursuant to this Agreement, and for the costs, expenses and fees recovered by County under this Subsection 5.03 of this Agreement. Pursuant to Section 33.48 of the Texas Property Tax Code, the County, in collecting delinquent taxes for City, may recover, in addition to other costs authorized by law, the following costs, expenses, and fees in a suit to collect a delinquent tax:

5.03.01 All usual court costs, including the cost of serving process;

5.03.02 Costs of filing for record a notice of lis pendens against property;

5.03.03 Expenses of foreclosure sale;

5.03.04 Reasonable expenses that are incurred by the taxing unit in determining the name, identity, and location of necessary parties and in procuring necessary legal descriptions of property on which a delinquent tax is due;

5.03.05 Attorney's fees in the amount of fifteen percent (15%) of the total amount of taxes, penalties, and interest due City; and

5.03.06 Reasonable attorney ad litem fees approved by the Court that are incurred in a suit in which the Court orders the appointment of an attorney to represent the interests of a defendant served with process by means of citation by publication or posting.

The costs, expenses, and fees recovered by the County pursuant to Section 33.48 of the Texas Property Tax Code shall be payment to the County for the County's collection of delinquent taxes for City under Subsection 2.01 of this Agreement; provided, however, pursuant to Sections 33.71, 33.72 and 33.73 of the Texas Property Tax Code, the County, for collecting delinquent taxes for City under Subsection 2.01 of this Agreement, may also recover the reasonable costs of a tax master for any tax suits instituted by the County pursuant to this Agreement.

6.0 ADMINISTRATIVE PROVISIONS

6.01 Books and Records. All expenses incurred by the County for the assessment and collection of taxes hereunder shall be clearly kept on the books and records of the County. City or its designated representatives, upon written request submitted to the Travis County Tax Assessor/Collector, are authorized to examine the books and records to be kept by the County at such reasonable times and intervals as City deems fit. Such books and records will be kept in the office of the Travis County Tax Assessor/Collector.

6.02 Surety Bond. If City requires the County to obtain a surety bond for the Tax Assessor/Collector acting in her capacity as assessor/collector for City as provided herein, City agrees to pay the premium for such bond.

6.03 Change in Tax Rate. In case City's tax rate is rolled back or otherwise changed after the County begins collections for City in any given year, the County will continue to act for City in providing refunds to taxpayers or sending corrected billing statements only if City assumes all additional costs of collection arising from such rollback or other change in the tax rate. These costs shall be the actual costs of providing those extra services required by the rollback or other change in the tax rate, and such costs shall be withheld in the same manner as provided in Subsection 3.02 of this Agreement.

7.0 GENERAL PROVISIONS

7.01 Books and Records Held by City. City agrees to transfer to the possession and control of the County, without charge, copies of all books and records necessary for the performance of the duties and responsibilities of the County pursuant to this Agreement. These books and records shall include all tax records, including existing tax rolls or other records available to City.

7.02 Limit on Liability. The County shall not be liable to City for any failure to collect taxes under this Agreement; nor shall the County Tax Assessor/Collector be liable to City for any failure to collect taxes, unless the Tax Assessor/Collector's failure to collect taxes results from her failure to perform the duties imposed upon the Tax Assessor/Collector by law and by this Agreement; provided, however, the Tax Assessor/Collector shall not be liable to City for any failure to collect taxes where her failure to perform duties imposed by law and by this Agreement arises out of circumstances beyond her control.

7.03 Current Revenue Funds. Payments by the parties for services under this Agreement shall be made from current revenues available to the parties.

7.04 Agreement Voidable. For each year during the term of this Agreement, if City has not established the tax rate as required by law for City and notified the Tax

Assessor/Collector accordingly within sixty (60) days after the Central Appraisal District Appraisal Review Board has certified to City the assessed values on the property in City, or by September 30, whichever is later, this Agreement becomes voidable by action of the County at the County's option. In the event this Agreement becomes voidable by action of the County, the County may, at its option, declare this Agreement null and void by giving written notice from the Tax Assessor/Collector to City, in accordance with the notice provisions set forth in Subsection 13.01 of this Agreement.

7.05 Authorized Refunds. Authorized refunds to property owners will be made so that each property owner receiving refunds will receive a single check covering all refunds for all taxing units contracting for assessment and collection services, except for any refunds applicable to property located outside of Travis County. Refunds may become necessary because of changes which include, but are not limited to, late exemption claims, clerical errors, overpayment, etc. Refunds from the City to the property owners within the City, except for refunds applicable to property located outside of Travis County, shall be deducted from the collections and withheld from the City in the same manner as provided in Subsection 3.02 of this Agreement; or, if no collections are available, such refunds shall be remitted by the City to the County within seven (7) days of notification of such sums due.

8.0 **SOVEREIGN IMMUNITY.** It is expressly understood and agreed that, in the execution of this Agreement, neither the County nor the City waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

9.0 **TERMINATION.**

9.01 Termination of Agreement. Unless the County declares this Agreement null and void pursuant to Subsection 7.04 of this Agreement, this Agreement shall continue in full force and effect from year to year until such time as either party to this Agreement, by written notice to the other party under Subsection 13.01 hereof, terminates this Agreement, such termination to be effective only if notice is given to the other party on or before July 1 of the year in which the party intends this Agreement to terminate, and, only if, notice is given at least thirty (30) days prior to the effective date of termination. Provided, however, the City may, at its option, declare this Agreement null and void by giving written notice from the City to the Tax Assessor/Collector, in accordance with the Notice provisions set forth in Subsection 13.01 hereof, in the event the County chooses to have the Tax Office represented by a private attorney and, the City does not agree with the County's choice. If this Agreement is terminated by either party, as authorized under this Agreement, this Agreement shall terminate in its entirety, except as otherwise expressly provided in Subsection 9.02 hereof.

9.02 Pending Cases. In the event this Agreement is terminated by either party for

any reason, the County reserves the right to continue to handle pending cases for the collection of delinquent taxes on properties located in the City, for a six (6) month period following the effective date of termination. As used in this Subsection 9.02, "Pending Cases" are cases where the City is the taxing unit and include the following:

9.02.01 - Each case for which the County has sent a demand letter to the delinquent taxpayer;

9.02.02 - Each delinquent tax suit filed in court or intervened in court by County; or

9.02.03 - Each case in which the County and the delinquent taxpayer have agreed that the delinquent taxpayer will pay the delinquent tax in partial payments over a specified period of time.

9.03 Transfer. Upon the expiration of the six (6) month period specified in Subsection 9.02 above, the County will transfer all remaining, pending cases to the City's new legal representative, and upon such transfer, this Agreement shall terminate in its entirety.

10.0 AMENDMENTS. Any amendments, alterations, deletions or waiver of the provisions of this Agreement shall be valid only when expressed in writing and agreed to by official action of the governing bodies of both parties, and will be effective only if they do not adversely affect the prompt fulfillment of contract obligations. However, in the performance of services under this Agreement, the County, the County Tax Assessor/Collector, and/or the County Attorney's Office may institute changes, as required or authorized by applicable law.

11.0 REGULATIONS AND LAWS. This Agreement shall be governed, interpreted, construed and enforced in accordance with all applicable laws of the United States of America and all applicable laws of the State of Texas (statutory law, case law, rules and regulations), including but not limited to the provisions of the Texas Property Tax Code, including amendments to such applicable laws.

12.0 DEFINITIONS.

12.01 Assessment and Collection. For purposes of this Agreement, the terms "assessment" and "collection" shall include the following:

- 12.01.01 Calculation of tax;
- 12.01.02 Preparation of tax rolls;
- 12.01.03 Proration of taxes;
- 12.01.04 Correction of clerical errors in tax rolls;
- 12.01.05 Collection of tax liabilities; and
- 12.01.06 Issuance of refunds and calculation of an effective tax rate as

required by Section 26.04 of the Texas Property Tax Code for the years covered by this Agreement.

The term "assessment" shall not include those functions defined as "appraisal" by the Texas Property Tax Code.

12.02 Current Taxes. For purposes of this Agreement, the term "current taxes" shall include only those taxes legally due and payable without penalty and interest.

12.03 Delinquent Taxes. For purposes of this Agreement, the term "delinquent taxes" shall include any taxes which have not been received by the County on or before January 31st of any given tax year and on which penalty and interest are due.

12.04 Tax Year. For purposes of this Agreement, the term "tax year" refers to the twelve (12) month period which runs from October 1 of one year through September 30 of the following year.

13.0 MISCELLANEOUS PROVISIONS.

13.01 Notice. Except as otherwise provided in this Agreement, all notice required or permitted under this Agreement shall be in writing and shall be hand delivered or sent by certified or registered mail, postage prepaid, return receipt required. For purposes of sending notice under this Agreement, the address of the County is: Honorable Nelda Wells-Spears (or her successor in office), Travis County Tax Assessor/Collector, 5501 Airport Boulevard, Austin, Texas 78751. For purposes of sending notice under this Agreement, the address of the City is: Attention: City Manager, City of Cedar Park, City Hall, 600 North Bell Boulevard, Cedar Park, Texas 78613. Either party may change its address by giving written notice as provided in this Subsection 13.01 or by notifying the City and all other entities by a general mass mail-out. In the case of notice sent by registered or certified mail, notice shall be deemed effective three days after deposit in a United States mailbox or a United States post office. In the case of notice made by hand delivery, notice shall be deemed effective immediately. This Section shall not preclude the County Tax Assessor/Collector from providing the City and all other entities general notice concerning the Tax Assessment and Collection Agreements or any related matter through general mass mail-outs by regular mail.

13.02 Parties Bound. This Agreement shall be binding upon the parties hereto and their executors, heirs, legal representatives, successors and assigns.

13.03 Copies. This Agreement is executed in multiple copies, any one of which is a true copy hereof, having the same evidentiary value.

13.04 Integration. It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all prior agreements and

negotiations, either written or oral, between the parties relating to the subject matter hereof.

13.05 Severability. The provisions of this Agreement are severable. If any paragraph, section, subsection, sentence, clause, or phrase of this Agreement is held by a court of competent jurisdiction, for any reason, to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement; provided, however, upon the occurrence of such event, either party may terminate this Agreement forthwith upon providing written notice of termination to the other party in accordance with Subsections 9.0 and 13.01 of this Agreement.

13.06 Venue. All obligations and undertakings pursuant to this Agreement are fully performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the courts of appropriate jurisdiction in Travis County, Texas exclusively.

13.07 Effective Date. This Agreement shall take effect on the date this Agreement is approved by the Travis County Commissioners Court.

13.08 Titles, Headings and Subheadings. The titles, headings and subheadings set forth in this Agreement are intended for the convenience of the parties hereto and are not intended for use in the construction or interpretation of the provisions contained herein.

13.09 Gender and Number. As used in this Agreement, unless the context indicates otherwise, a masculine, feminine, or neuter gender shall each be deemed to include the other, and the singular or plural number shall each be deemed to include the other.

13.10 Instruments. Each party hereto agrees that it will execute, in a timely manner, all instruments and documents needed for implementation of the terms, conditions, and provisions of this Agreement or needed for the other party's performance of its duties and responsibilities hereunder.

EXECUTED in triplicate by the County of Travis and by the City of Cedar Park on this the _____⁷ day of _____, 2008.

CITY OF CEDAR PARK:

By: Brenda Eivans
Brenda Eivans, Manager

Date: 7-24-08

By: LeAnn Quinn
LeAnn Quinn, Secretary

Date: 7-24-08

TRAVIS COUNTY, TEXAS

By: Honorable Samuel T. Biscoe
Travis County Judge

Date: _____

By: J. Elliott Beck
Assistant County Attorney

Date:
For: David Escamilla
Travis County Attorney

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Travis County Commissioners Court Agenda Request

Voting Session 9/2/08
(Date)

Working Session 9/2/08
(Date)

I. A. Request made by: **COUNTY ATTORNEY (TIM LABADIE)** Phone # **854-9513**

Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: **RECEIVE BRIEFING FROM COUNTY ATTORNEY REGARDING SETTLEMENT OFFER IN VALDEZ/NAUTILUS CASE (OPHELIA MALICIA CLAIM); EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOV'T CODE ANN. § 551.071(1)(B).**

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

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

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

Alicia Perez, Exec. Mgr., Admin. Operations 854-9343

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

08 AUG 25 PM 2:05
RECEIVED
COUNTY CLERK'S OFFICE

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

Travis County Commissioners Court Agenda Request

Voting Session 09/02/08 Work Session 09/02/08
(Date) (Date)

A.. Request made by: COUNTY ATTORNEY LESLIE W. DIPPEL Phone # 854-9513 Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: RECEIVE BRIEFING FROM COUNTY ATTORNEY AND/OR TAKE APPROPRIATE ACTION CONCERNING THE EXTENSION OF ADMINISTRATIVE LEAVE WITH PAY FOR HRMD EMPLOYEE, SLOT 2. PURSUANT TO TEX. GOV'T CODE ANN. 551.071 and 551.074.

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:

Client: Alicia Perez 854-9343

III. Required Authorizations: Please check if applicable:

- Planning and Budget Office (473-9106)
- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant
- Human Resources Department (473-9165)
- A change in your department's personnel (reclassification, etc.)
- Purchasing Office (473-9700)
- Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY CLERK'S OFFICE
08 AUG 28 AM 10:17

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

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Travis County Commissioners Court Agenda Request

Voting Session 09/02/08 Work Session 09/02/08
(Date) (Date)

I. A. Request made by: COUNTY ATTORNEY LESLIE W. DIPPEL Phone # 854-9513
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION REGARDING CLAIMS BY KAREN STEITL, INCLUDING THE CLAIMS MADE IN EEOC CHARGE NO. 31C-2008-01470. (THIS ITEM MAY BE DISCUSSED IN EXECUTIVE SESSION PURSUANT TO GOV'T CODE ANN. 551.071, CONSULTATION WITH ATTORNEY)

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

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

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

Client: Alicia Perez 854-9343

III. Required Authorizations: Please check if applicable:

- Planning and Budget Office (473-9106)
- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant
- Human Resources Department (473-9165)
- A change in your department's personnel (reclassification, etc.)
- Purchasing Office (473-9700)
- Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGES OFFICE
03 AUG 28 AM 10:17

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

C2

Travis County Commissioners Court Agenda Request

Voting Session Tuesday, September 2, 2008
(Date)

Work Session _____
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Commissioners Court Minutes for the**

Voting Session of August 12, 2008

C. Approved By: 
Dana DeBeauvoir, Travis County Clerk

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

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

III. Is back-up material attached? YES

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum
and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on
Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the
next meeting.

MINUTES OF MEETING AUGUST 12, 2008

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 12th day of August 2008, the Commissioners' Court convened the Voting Session at 9:15 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court retired to Executive Session at 11:12 AM.

The Commissioners Court reconvened the Voting Session at 12:05 PM.

The Commissioners Court recessed the Voting Session at 12:05 PM.

The Commissioners Court, meeting as the Northwest Travis County Road District #3 (Golden Triangle), convened at 1:41 PM and adjourned at 1:42 PM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation, convened at 1:42 PM and adjourned at 1:55 PM.

The Commissioners Court reconvened the Voting Session at 1:55 PM.

The Commissioners Court retired to Executive Session at 2:46 PM.

The Commissioners Court reconvened the Voting Session at 4:54 PM.

The Commissioners Court adjourned the Voting Session at 5:01 PM.

CITIZENS COMMUNICATION

Members of the Court heard from: Gus Peña, Travis County Resident; Alan Roddy, Travis County Resident; and Jennifer Gale, Travis County Resident.
(9:15 AM)

CONSENT ITEMS

Members of the Court heard from: John Hille, Assistant County Attorney.

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to approve the following Consent Items: C1-C2 and Items 2, 3, 4, 5, 6.A&B, 8, 9.A-F, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, and 27. (9:27 AM) (2:32 PM)

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.

C2. APPROVE COMMISSIONERS COURT MINUTES FOR VOTING SESSION OF JULY 29, 2008.

Clerk's Note: The Court revisited the Consent Items at 2:32 PM.

Motion by Judge Biscoe **and seconded by** Commissioner Davis to reconsider the Consent Items.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

Motion by Commissioner Eckhardt **and seconded by** Judge Biscoe to correct the vote on the Consent Items within the Minutes of July 29, 2008 to indicate Commissioner Eckhardt's absence from the Voting Session.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

CONSENT ITEMS CONTINUED

Motion by Commissioner Eckhardt **and seconded by** Commissioner Davis to reconsider the Consent Items so that Commissioner Eckhardt may be shown voting in favor of them with the exclusion of C2.

Motion carried: County Judge Samuel T. Biscoe	no
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

Motion by Judge Biscoe **and seconded by** Commissioner Gómez to approve the previously mentioned Consent Items with the exclusion of C2.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

SPECIAL ITEMS

1. CONSIDER AND TAKE APPROPRIATE ACTION ON AN ORDER PROHIBITING OUTDOOR BURNING IN THE UNINCORPORATED AREAS OF TRAVIS COUNTY. (9:26 AM)

Members of the Court heard from: Pete Baldwin, Emergency Management Coordinator, Travis County Emergency Services.

Clerk's Note: The Court noted that by taking no action the prohibition against outdoor burning stays in place.

Item 1 to be reposted on August 19, 2008.

TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

2. CONSIDER AND TAKE APPROPRIATE ACTION ON AMENDMENTS TO TITLE 30, TRAVIS COUNTY CODE, JOINT TRAVIS COUNTY/CITY OF AUSTIN SUBDIVISION CODE FOR EXTRATERRITORIAL JURISDICTION REGARDING THE CRITICAL WATER QUALITY ZONE (BUFFER) ON THE COLORADO RIVER AND PUBLIC NOTIFICATION REQUIREMENTS. (9:27 AM)

Clerk's Note: Item 2 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

3. CONSIDER AND TAKE APPROPRIATE ACTION ON A REQUEST FOR A VARIANCE TO TITLE 30, LDC, SECTION 30-3-191, SIDEWALK INSTALLATION IN SUBDIVISIONS FOR VINCENT SUBDIVISION, IN PRECINCT THREE. (COMMISSIONER DAUGHERTY) (9:27 AM)

Clerk's Note: Item 3 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

4. CONSIDER AND TAKE APPROPRIATE ACTION ON A REQUEST FOR A VARIANCE TO SECTION 30-3-191, SIDEWALK INSTALLATION IN SUBDIVISIONS, FOR BALLI SUBDIVISION, IN PRECINCT ONE. (9:27 AM)

Clerk's Note: Item 4 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

5. CONSIDER AND TAKE APPROPRIATE ACTION ON A REQUEST TO APPROVE AMENDMENT NO. 1 TO TEXAS DEPARTMENT OF TRANSPORTATION ADVANCE FUNDING AGREEMENT FOR GILLELAND CREEK TRAIL, PHASE III, IN PRECINCT TWO. (COMMISSIONER ECKHARDT) (9:27 AM)

Clerk's Note: Item 5 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 6. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
(9:27 AM)
 - A. A PLAT FOR RECORDING IN PRECINCT TWO: GREENRIDGE PHASE 5
(93 TOTAL LOTS); AND
 - B. A SUBDIVISION CONSTRUCTION AGREEMENT WITH PARMER RIDGE
LTD. (COMMISSIONER ECKHARDT)

Clerk's Note: Items 6.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 7. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FOR FOX HILL PRELIMINARY PLAN (476 TOTAL LOTS), IN PRECINCT FOUR.
(COMMISSIONER GÓMEZ) (10:14 AM)

Members of the Court heard from: Anna Bowlin, Program Manager, Planning and Engineering, Transportation and Natural Resources (TNR).

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to approve this preliminary plan of Fox Hill.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

PLANNING AND BUDGET DEPT. ITEMS

- 8. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:27 AM)

Clerk's Note: Item 8 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

9. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:
(9:27 AM)

- A. GRANT APPLICATION TO THE CORPORATION FOR NATIONAL AND COMMUNITY SERVICE FOR HEALTH AND HUMAN SERVICES RSVP PROGRAM TO SUPPORT A PORTION OF STAFF'S SALARY AND PROGRAM OPERATIONS;
- B. GRANT CONTRACT WITH THE TEXAS TASK FORCE ON INDIGENT DEFENSE TO CONTINUE MENTAL HEALTH PUBLIC DEFENDERS OFFICE GRANT IN FISCAL YEAR 2009;
- C. GRANT CONTRACT WITH NATIONAL INSTITUTE OF CORRECTIONS FOR OFFENDER WORKFORCE DEVELOPMENT SPECIALIST TRAINING PROGRAM IN CRIMINAL JUSTICE PLANNING;
- D. GRANT CONTRACT WITH TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES FOR HEALTH AND HUMAN SERVICES TO BE REIMBURSED FOR EXPENDITURES UNDER TITLE IV-E OF THE FEDERAL SOCIAL SECURITY ACT;
- E. GRANT CONTRACT WITH THE OFFICE OF ATTORNEY GENERAL FOR JUVENILE PROBATION TO PROMOTE COMPLIANCE WITH TRAVIS COUNTY COURT ORDERS REGARDING CHILD ACCESS AND VISITATION; AND
- F. GRANT CONTRACT WITH THE OFFICE OF THE GOVERNOR'S CRIMINAL JUSTICE DIVISION FOR CIVIL COURTS TO CREATE AND IMPLEMENT A FAMILY DRUG TREATMENT COURT PROGRAM FOR CHILD WELFARE INVOLVED PARENTS WITH SUBSTANCE ABUSE ISSUES.

Clerk's Note: Items 9.A-F approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 10. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO INCREASE THE HOURLY CONTRIBUTION BY THE TRAVIS COUNTY SHERIFF AND CONSTABLES FOR USE OF COUNTY OWNED VEHICLES WHILE PERFORMING OFF-DUTY WORK. (10:23 AM) (11:12 AM) (4:55 PM)

Clerk's Note: Judge Biscoe announced that Item 10 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Members of the Court heard from: Rodney Rhoades, Executive Manager, Planning and Budget Office (PBO); Jim Connolly, Assistant County Attorney; and Stacy Suits, Chief Deputy, Constable Precinct 3.

Motion by Commissioner Davis and seconded by Commissioner Daugherty that we go with the recommendation that was made by PBO of \$20.00, as opposed to the \$15.00.

Motion carried:

County Judge Samuel T. Biscoe	abstain
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

ADMINISTRATIVE OPERATIONS ITEMS

- 11. 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 \$412,792.13 FOR THE PERIOD OF JULY 25 TO JULY 31, 2008. (9:27 AM)

Clerk's Note: Item 11 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 12. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (9:27 AM)

Clerk's Note: Item 12 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

AUGUST 12, 2008 VOTING SESSION

- 13. CONSIDER AND TAKE APPROPRIATE ACTION ON RECOMMENDED FISCAL YEAR 2009 COMPENSATION ITEMS FOR NON-TRAVIS COUNTY SHERIFF'S OFFICE PEACE OFFICER PAY SCALE: (10:36 AM)
 - A. WHETHER TO ESTABLISH INTERNAL EQUITY RELATIONSHIP BETWEEN TCSO AND NON-TCSO PEACE OFFICERS JOB CLASSIFICATIONS; AND
 - B. ADD PAY FOR PARK RANGERS WHO POSSESS ACTIVE EMERGENCY MEDICAL TECHNICIAN - BASIC CERTIFICATION.

Clerk's Note: Items 13.A&B are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Alicia Perez, Executive Manager, Administrative Operations; Linda Moore Smith, Director, Human Resources Management Department (HRMD); Todd Osborne, Consultant, Evergreen Solutions; Joe Gieselman, Executive Manager, TNR; Travis Gatlin, Budget Analyst, PBO; and Dan Chapman, Chief Park Ranger, TNR.

Motion by Commissioner Daugherty **and seconded by** Commissioner Gómez to approve Item 13.A.

A Friendly Amendment to the previous Motion was offered by Commissioner Eckhardt to set a trigger for revisiting the calibration for Constable Lieutenant on Peace Officer Pay Scale (POPS); that the Evergreen recommendation was that the creation of the Constable Lieutenant position wasn't appropriate at this time, but it might be right for revisiting once the command scope increased to 30 sworn officers.

Acceptance of the Friendly Amendment was made by Commissioner Daugherty.

A Clarification of the Friendly Amendment was made by Judge Biscoe was to approve the recommended relationships, the pay grade differentials; and to revisit that issue when we get to that threshold of 30 sworn officers.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

ITEM 13 CONTINUED

Motion by Commissioner Daugherty **and seconded by** Commissioner Davis to approve Item 13.B.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Clerk's Note: The Court noted that the previous motion for Item 13.B includes that the County will waive the Emergency Technician Basic (EMT-B) Certification for prospective park rangers, and they would be given one year to attain the EMT-B certification. If they do not, the employee would be terminated.

PURCHASING OFFICE ITEMS

14. APPROVE CONTRACT AWARD FOR UNIFORM RENTAL AND RELATED SERVICES, IFB NO. B080242LD, TO THE LOW RESPONSIVE BIDDER ARAMARK UNIFORM SERVICES. (TRANSPORTATION AND NATURAL RESOURCES, COUNTYWIDE) (9:27 AM)

Clerk's Note: Item 14 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

15. APPROVE MODIFICATION NO. 7, TERMINATION OF CONTRACT NO. PS010047JW, YOUTH AND FAMILY ALLIANCE, INC., D/B/A LIFEWORKS. (JUVENILE PROBATION) (9:27 AM)

Clerk's Note: Item 15 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

16. RATIFY MODIFICATION NO. 2 TO CONTRACT NO. PS070292ML, ARMSTRONG FORENSIC LABORATORY, INC, FOR DRUG TESTING SERVICES. (CRIMINAL JUSTICE PLANNING) (9:27 AM)

Clerk's Note: Item 16 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

AUGUST 12, 2008 VOTING SESSION

17. APPROVE CONTRACT AWARD FOR TRANSPORTATION AND NATURAL RESOURCES EASTSIDE SERVICE CENTER NEW POTABLE WATER LINE, FIRE LINE AND FIRE PUMP ASSEMBLY, IFB NO. B080245RV, TO THE LOW BIDDER, SEGURA CONSTRUCTION, LLC. (FACILITIES MANAGEMENT) (9:27 AM)

Clerk's Note: Item 17 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

18. APPROVE MODIFICATION NO. 1 TO CONTRACT NO. PS050117JJ, GRANT DEVELOPMENT SERVICES, NORTH RIDGE ACRES WATER LINE IMPROVEMENTS PROJECT. (TRANSPORTATION AND NATURAL RESOURCES) (9:27 AM)

Clerk's Note: Item 18 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

19. APPROVE CONTRACT AWARD FOR AN INTERACTIVE VOICE RESPONSE SYSTEM FOR TRAVIS COUNTY, RFP NO. P080107LC, TO THE HIGHEST RANKED PROPOSER, MITEL TECHNOLOGIES, INC. (COUNTY CLERK, ELECTIONS) (9:27 AM)

Clerk's Note: Item 19 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

20. REJECT ALL BIDS RECEIVED FOR IFB NO. B080224SW, TELECOMMUNICATIONS CABLING SERVICES, AND REBID. (INFORMATION AND TELECOMMUNICATIONS SYSTEMS) (9:27 AM)

Clerk's Note: Item 20 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

OTHER ITEMS

21. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (9:27 AM)

Clerk's Note: Item 21 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 22. **CONSIDER AND TAKE APPROPRIATE ACTION ON ITEMS ASSOCIATED WITH THE 2008 TRAVIS COUNTY COMBINED CHARITIES CAMPAIGN. (COUNTY CLERK) (2:13 PM)**

Members of the Court heard from: Dana DeBeauvoir, Travis County Clerk; and John Hille, Assistant County Attorney.

Motion by Judge Biscoe and seconded by Commissioner Gómez that we approve Russell Anderson as the fiscal agent as soon as he's bonded; that we accept the list of federations and charities available; that we approve the use of e-mail to communicate with County employees about the campaign; that we authorize the print shop to print the brochures and forms necessary to implement the 2008 Combined Charities Program; and that we encourage ourselves to try to put together a promotional piece that will help the effort; also to broaden the spectrum for people to participate.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- 23. **CONSIDER AND TAKE APPROPRIATE ACTION ON ORDER APPOINTING PRESIDING AND ALTERNATE PRESIDING ELECTION JUDGES FOR A TERM OF TWO YEARS BEGINNING AUGUST 1, 2008. (COUNTY CLERK) (2:11 PM)**

Members of the Court heard from: Dana DeBeauvoir, Travis County Clerk.

Motion by Judge Biscoe and seconded by Commissioner Davis to approve Item 23.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Clerk's Note: The Court encouraged residents who are over 18 and registered to vote in Travis County to sign up to work the November, 2008 election. If you are interested, call 512-238-VOTE.

AUGUST 12, 2008 VOTING SESSION

- 24. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM THE CAPITAL AREA TRANSPORTATION COALITION REGARDING THE HERO (ROADSIDE ASSISTANCE) PROGRAM. (9:29 AM)

Members of the Court heard from: Howard Faulkenburg, Chairman, Capital Area Transportation Coalition (CATA); Bruce Byron, Director, CATA; Jodie Carson, Texas Transportation Institute; and Jeremy Martin, Greater Austin Chamber of Commerce.

Discussion only. No formal action taken.

- 25. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING: (1:56 PM)

- A. REQUEST FROM THE TRAVIS COUNTY SHERIFF'S OFFICE TO ESTABLISH A WORKING RELATIONSHIP WITH THE COLORADO STATE PATROL FAMILY FOUNDATION IN ORDER TO OFFER THE "ALIVE @ 25" DEFENSIVE DRIVING COURSE TO THE TRAVIS COUNTY COMMUNITY;
- B. SOLICITATION OF GRANTS AND PRIVATE FUNDING FOR FINANCIAL SUPPORT OF THE "ALIVE @ 25" PROGRAM; AND
- C. REQUEST TO OFFER THE PROGRAM TO TRAVIS COUNTY RESIDENTS AS AN EQUAL PARTNER IN THE MULTI-AGENCY TRAVIS COUNTY ALIVE TEAM. (SHERIFF'S OFFICE)

Clerk's Note: Items 25.A-C are associated with one another and were called for concurrent discussion.

Members of the Court heard from: John Brady, Risk and Safety Consultant, HRMD; Gloria Souhami, Program Director, Travis County Underage Drinking Prevention Program; Michael Canales, Sergeant, Travis County Sheriff's Office (TCSO); and Barbara Wilson, Assistant County Attorney.

Motion by Judge Biscoe and seconded by Commissioner Davis to approve Items 25.A-C.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

26. CONSIDER AND TAKE APPROPRIATE ACTION ON THIRD AMENDMENT OF LEASE BETWEEN TR AUSTIN RETAIL CORPORATION AS LESSOR AND THE CITY OF AUSTIN AS LESSEE IN WHICH THE TRAVIS COUNTY HEALTHCARE DISTRICT WILL BE RECEIVING AN ASSIGNMENT FOR THE NORTHEAST COMMUNITY HEALTH CENTER LOCATED IN THE SPRINGDALE SHOPPING CENTER. (2:40 PM)

Members of the Court heard from: Gary Martin, Assistant County Attorney.

Motion by Judge Biscoe **and seconded by** Commissioner Gómez to approve Item 26.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

27. CONSIDER AND TAKE APPROPRIATE ACTION ON AN AGREEMENT FOR ASSESSMENT AND COLLECTION SERVICES BETWEEN TRAVIS COUNTY AND WILLIAMSON COUNTY WATER CONTROL IMPROVEMENT DISTRICT NO. 1D. (9:27 AM)

Clerk's Note: Item 27 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

EXECUTIVE SESSION ITEMS

- Note 1 Gov't Code Ann 551.071, Consultation with Attorney
- Note 2 Gov't Code Ann 551.072, Real Property
- Note 3 Gov't Code Ann 551.074, Personnel Matters

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

- 28. RECEIVE BRIEFING AND TAKE APPROPRIATE ACTION ON REQUEST TO HIRE OUTSIDE COUNSEL FOR OFFICER C. HOTARD REGARDING MONTEZ V. TRAVIS COUNTY, ET AL. ¹ (11:12 AM)

Clerk's Note: Judge Biscoe announced that Item 28 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Item 28 postponed until August 19, 2008.

- 29. RECEIVE LEGAL BRIEFING FROM THE COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING REQUEST TO ATTORNEY GENERAL NO. RQ-0664-GA FROM COMAL COUNTY, DENSITY OF DEVELOPMENT ISSUES. ¹ (11:12 AM) (4:56 PM)

Clerk's Note: Judge Biscoe announced that Item 29 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

No action required on Item 29.

Item 29 will be reposted when ready.

- 30. RECEIVE LEGAL BRIEFING REGARDING BUDGET AND COMPENSATION FUNDING FOR DEPARTMENTS HEADED BY CERTAIN APPOINTED OFFICIALS. ¹ (11:12 AM) (2:46 PM) (4:56 PM)

Clerk's Note: Judge Biscoe announced that Item 30 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe and seconded by Commissioner Eckhardt that we authorize the County Judge to have a follow up discussion with the County Auditor, and if necessary with the District Judges regarding some concerns that we have.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

- 31. DISCUSS AND TAKE APPROPRIATE ACTION ON AVAILABLE LEASE SPACE IN CENTRAL DOWNTOWN AREA. ² (11:12 AM) (2:46 PM) (4:56 PM)

Clerk's Note: Judge Biscoe announced that Item 31 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Motion by Judge Biscoe and seconded by Commissioner Daugherty that we authorize the County Judge and/or Commissioner Daugherty to have a follow-up conversation with the property owner about the rate, the amount of space available, and other relevant issues that we discussed; and to also to express our deep appreciation for the property owners' willingness to work with us.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

AUGUST 12, 2008 VOTING SESSION

- 32. RECEIVE BRIEFING FROM THE COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION IN TRAVIS COUNTY, ET AL V. JACK E. STULTS, JR. AND TOMMYE STULTS (RAUL GONZALEZ RESALE DEED). ¹ (11:12 AM) (4:57 PM)

Clerk's Note: Judge Biscoe announced that Item 32 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe and seconded by Commissioner Daugherty that we authorize the County Judge to sign the prepared tax resale deed to Raul Gonzalez, who has paid Travis County the sum of \$10,000.00 in cash.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

- 33. RECEIVE BRIEFING FROM THE COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION IN TRAVIS COUNTY, ET AL V. FEDERAL DEPOSIT INSURANCE CORPORATION (ERIK GONZALEZ RESALE DEED). ¹ (11:12 AM) (4:57 PM)

Clerk's Note: Judge Biscoe announced that Item 33 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe and seconded by Commissioner Daugherty that we authorize the County Judge to sign the prepared tax resale deed to Erik Gonzalez, who has paid Travis County the sum of \$3,130.41 in cash.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

34. CONSIDER AND TAKE APPROPRIATE ACTION ON AN OFFER TO SELL A .0160 ACRE EASEMENT FROM A&J LEASING, LLC TO TRAVIS COUNTY, NEEDED FOR CONSTRUCTION OF THE GATTIS SCHOOL ROADWAY IMPROVEMENT PROJECT AS PART OF THE 2005 BOND PROGRAM, IN PRECINCT TWO. (COMMISSIONER ECKHARDT) ² (11:12 AM) (2:46 PM) (4:58 PM)

Clerk's Note: Judge Biscoe announced that Item 34 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Motion by Judge Biscoe and seconded by Commissioner Davis that we accept the offer to sell this tract of land to Travis County for the sum of \$5,000.00.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

35. CONSIDER AND TAKE APPROPRIATE ACTION ON AN OFFER TO SELL A .275 ACRE DRAINAGE EASEMENT AND A TEMPORARY CONSTRUCTION AREA EASEMENT FROM THOMAS CARDWELL AND CYNTHIA WEBER TO TRAVIS COUNTY, NEEDED FOR CONSTRUCTION OF THE HOWARD LANE EAST ROADWAY IMPROVEMENT PROJECT AS PART OF THE 2005 BOND PROGRAM, IN PRECINCT ONE. ² (11:12 AM) (2:46 AM) (4:58 PM)

Clerk's Note: Judge Biscoe announced that Item 35 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

Motion by Commissioner Davis and seconded by Commissioner Daugherty that we pay the sum of \$25,000.00 for 0.275 acres, for the purpose of a drainage easement and also a temporary construction easement, to Thomas Cardwell and Cynthia Webber, and this is for the Howard Lane I Road Project.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

- 36. RECEIVE BRIEFING FROM THE COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION ON PROCEEDINGS BEFORE THE STATE OFFICE OF ADMINISTRATIVE HEARINGS REGARDING THE REQUESTED EXPANSION OF THE BROWNING FERRIS INTERNATIONAL (BFI) LANDFILL LOCATED ON GILES ROAD NEAR STATE HIGHWAY 290 EAST (TEXAS COMMISSIONER ON ENVIRONMENTAL QUALITY (TCEQ PROPOSED MUNICIPAL SOLID WASTE PERMIT AMENDMENT NO. 1447A). ¹ (11:12 AM) (2:46 PM) (4:59 PM)

Clerk's Note: Judge Biscoe announced that Item 36 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe and seconded by Commissioner Davis that we authorize the sum of \$10,000.00 in the Transportation and Natural Resources (TNR) budget from Allocated Reserve in order to cover expenses to proceed with this matter.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

Clerk's Note: The County Judge noted that the amounts transferred in Items 36 and 37 are intended to cover the remainder of FY '08, and that sometime in the FY '09 budget process we need take a look at it, and early next year we will need to do a similar transfer to cover expenses in FY '09.

- 37. RECEIVE BRIEFING FROM THE COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION ON PROCEEDINGS BEFORE THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) AND THE STATE OFFICE OF ADMINISTRATIVE HEARINGS REGARDING THE REQUESTED EXPANSION OF THE WASTE MANAGEMENT OF TEXAS, INC. LANDFILL LOCATED ON GILES ROAD NEAR STATE HIGHWAY 290 EAST (TCEQ PROPOSED MUNICIPAL SOLID WASTE PERMIT AMENDMENT NO. 249D). ¹
(11:12 AM) (2:46 PM) (5:00 PM)

Clerk's Note: Judge Biscoe announced that Item 37 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe and seconded by Commissioner Davis that we authorize the sum of \$15,000.00 to be taken from Allocated Reserve and placed in the TNR budget, to be used to cover expenses in this matter including consultants necessary.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

Clerk's Note: The County Judge noted that the amounts transferred in Items 36 and 37 are intended to cover the remainder of FY '08, and that sometime in the FY '09 budget process we need take a look at it, and early next year we will need to do a similar transfer to cover expenses in FY '09.

- 38. RECEIVE BRIEFING FROM THE COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING THE PENDING LITIGATION IN TRAVIS COUNTY, TEXAS AND STATE OF TEXAS VS. COLDWATER DEVELOPMENT, LTD. AND RODMAN EXCAVATION, INC. ET AL. ¹ (11:12 AM) (2:46 PM) (5:01 PM)

Clerk's Note: Judge Biscoe announced that Item 38 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Discussion only. No formal action taken.

Item 38 to be reposted on August 19, 2008.

ADJOURNMENT

Motion by Commissioner Davis **and seconded by** Commissioner Daugherty to adjourn the Voting Session. (5:01 PM)

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

MINUTES APPROVED BY THE COMMISSIONERS' COURT

Date of Approval

Samuel T. Biscoe, Travis County Judge

C2

Travis County Commissioners Court Agenda Request

Voting Session Tuesday, September 2, 2008
(Date)

Work Session _____
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Commissioners Court Minutes for the
Special Voting Session of August 14, 2008**

C. Approved By: 
Dana DeBeauvoir, Travis County Clerk

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

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

III. Is back-up material attached? YES

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum
and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on
Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the
next meeting.

MINUTES OF MEETING AUGUST 14, 2008

TRAVIS COUNTY COMMISSIONERS' COURT

On Thursday, the 14th day of August 2008, the Commissioners' Court convened the Special Voting Session at 9:10 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court retired to Executive Session at 9:10 AM.

The Commissioners Court reconvened the Voting Session at 11:45 AM.

The Commissioners Court adjourned the Voting Session at 11:48 AM.

1. CONDUCT HEARING AND TAKE APPROPRIATE ACTION ON APPEAL FROM APRIL 18, 2008 TRAVIS COUNTY GRIEVANCE PANEL DECISION REGARDING TRAVIS COUNTY HUMAN RESOURCES MANAGEMENT DEPARTMENT EMPLOYEE SLOT NO. 7, PURSUANT TO TRAVIS COUNTY CODE SECTION 9.257(K). (THIS ITEM MAY BE DISCUSSED IN EXECUTIVE SESSION PURSUANT TO GOV'T CODE ANN. 551.074, PERSONNEL MATTERS) (9:10 AM) (11:45 AM)

Clerk's Note: Judge Biscoe announced that Item 1 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.074, Personnel Matters.

Members of the Court heard from: Carol Guthrie, Union Representative, American Federation of State, County and Municipal Employees (AFSCME); and Sherine Thomas, Assistant County Attorney.

Motion by Judge Biscoe and seconded by Commissioner Eckhardt that based on the record, including the panel hearing, additional evidence and presentations provided, that we affirm the Grievance Panel's decision, and that we place on the Court's Agenda on August 26, 2008 a specific item that enables us to implement six of the seven recommendations that the panel provided, and that the County Judge work with the Executive Manager and David Escamilla, Travis County Attorney between now and then to put in place specific steps that we take to implement the counseling/mediation recommendation.

A Substitute Motion was made by Commissioner Davis and Seconded by Commissioner Gómez that until August 26, 2008, don't take any action.

Clerk's Note: The Court took a vote on whether to vote on the Substitute Motion before the Standing Motion.

Motion failed:

County Judge Samuel T. Biscoe	no
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	no
Precinct 3, Commissioner Gerald Daugherty	no
Precinct 4, Commissioner Margaret J. Gómez	yes

Clerk's Note: The Court took a Vote on the Standing Motion at this time.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	no
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	no

ADJOURNMENT

Motion by Commissioner Daugherty and seconded by Commissioner Gómez to adjourn the Voting Session. (11:48 AM)

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

MINUTES APPROVED BY THE COMMISSIONERS' COURT

Date of Approval

Samuel T. Biscoe, Travis County Judge

C2


Travis County Commissioners Court Agenda Request

Voting Session Tuesday, September 2, 2008
(Date)

Work Session _____
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Commissioners Court Minutes for the
Special Voting Session of August 19, 2008**

C. Approved By: 
Dana DeBeauvoir, Travis County Clerk

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

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

III. Is back-up material attached? YES

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum
and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on
Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the
next meeting.

MINUTES OF MEETING AUGUST 19, 2008

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 19th day of August 2008, the Commissioners' Court convened the Special Voting Session at 3:12 PM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court adjourned the Voting Session at 4:57 PM.

1. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
(3:12 PM)
 - A. CONDUCT INTERVIEWS OF THE TOP TWO RANKED FIRMS, C&R (RANDY C. CAIN AND SUSAN C. ROCHA) AND SANTOS ALLIANCES (GREGG W. KNAUPE), RFS NO. S080215VR FOR LEGISLATIVE ADVOCACY SERVICES; AND
 - B. AUTHORIZE PURCHASING AGENT TO COMMENCE NEGOTIATIONS WITH TOP RANKED FIRM. (COMMISSIONERS COURT)

Members of the Court heard from: Susan Rocha, C&R; Randy Cain, C&R; Greg Knaupe, Santos Alliances; Frank Santos, Founder, Santos Alliances; and Laura Matz, Public Policy Strategist, Santos Alliances.

Discussion only. No formal action taken.

Item 1 to be reposted on August 26, 2008.

ADJOURNMENT

Motion by Commissioner Daugherty and seconded by Commissioner Davis to adjourn the Voting Session. (4:57 PM)

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

MINUTES APPROVED BY THE COMMISSIONERS' COURT

Date of Approval

Samuel T. Biscoe, Travis County Judge

Board of Directors
Travis County Bee Caves Road District No. 1 Agenda Request

Voting Session Tuesday, September 2, 2008
(Date)

Work Session _____
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Travis County Bee Caves Road District No. 1 Minutes for the Voting Sessions of July 29 and August 19, 2008.**

C. Approved By: 
Dana DeBeauvoir, Travis County Clerk

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

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

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COUNTY CLERK'S OFFICE
09 SEP 22 PM 3:24

MINUTES OF MEETING – JULY 29, 2008

TRAVIS COUNTY BEE CAVES ROAD DISTRICT NO. 1

On Tuesday, the 29th day of July, 2008, the Commissioners' Court, meeting as the Travis County Bee Caves Road District No. 1 (Galleria) Board of Directors, convened the Voting Session at 11:57 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Road District Board of Directors record notes that Precinct Two Commissioner Sarah Eckhardt was not present during the Voting Session.

The Road District Board of Directors adjourned the Voting Session of the Travis County Bee Caves Road District No. 1 (Galleria) at 11:57 AM.

1. APPROVE TRAVIS COUNTY BEE CAVES ROAD DISTRICT #1 MINUTES FOR VOTING SESSION OF JULY 15, 2008. (11:57 AM)

Motion by Commissioner Gómez and seconded by Commissioner Davis to approve Item 1.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

ADJOURNMENT

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to adjourn the Voting Session of the Travis County Bee Caves Road District No. 1. (11:57 AM)

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

MINUTES APPROVED BY THE ROAD DISTRICT BOARD

Date of Approval

Samuel T. Biscoe, Travis County Judge

MINUTES OF MEETING – AUGUST 19, 2008

TRAVIS COUNTY BEE CAVES ROAD DISTRICT NO. 1

On Tuesday, the 19th day of August, 2008, the Commissioners' Court, meeting as the Travis County Bee Caves Road District No. 1 (Galleria) Board of Directors, convened the Voting Session at 1:34 PM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Road District Board of Directors record notes that Precinct Two Commissioner Sarah Eckhardt was not present during the Voting Session.

The Road District Board of Directors adjourned the Voting Session of the Travis County Bee Caves Road District No. 1 (Galleria) at 1:42 PM.

1. **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. (1:34 PM)**

Members of the Court heard from: Ladd Pattillo, Travis County Financial Adviser; Cheryl Allen, Southwest Securities; and Glenn Opel, Bond Counsel, Vinson and Elkins.

Clerk's Note: Glenn Opel, Bond Counsel, Vinson and Elkins noted that by approving Item 1 the Court would be adopting the order to authorize the issuance of the \$14,725,000.00 Travis County Bee Cave Road District No.1 unlimited tax road bonds, series 2008.

Motion by Commissioner Daugherty and seconded by Commissioner Gómez to approve Item 1.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	abstain
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

ADJOURNMENT

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to adjourn the Voting Session of the Travis County Bee Caves Road District No. 1. (1:42 PM)

Motion carried: County Judge Samuel T. Biscoe yes
 Precinct 1, Commissioner Ron Davis yes
 Precinct 2, Commissioner Sarah Eckhardt absent
 Precinct 3, Commissioner Gerald Daugherty yes
 Precinct 4, Commissioner Margaret J. Gómez yes

MINUTES APPROVED BY THE ROAD DISTRICT BOARD

Date of Approval

Samuel T. Biscoe, Travis County Judge

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session September 2, 2008 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official
- B. Requested Text: Consider and take appropriate action on request to approve payment for the State Jail Visitor Center project,.

Approved by: _____
Signature of Samuel T. Biscoe, President

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

III. Required Authorizations: Please check if applicable.

- Planning and Budget Office (473-9106)
- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item
- Grant
- Human Resources Department (473-9165)
- A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (473-9700)
- Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- Contract, Agreement, Policy & Procedure

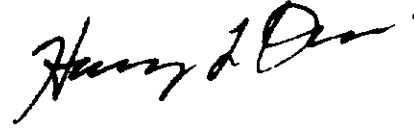
AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

TRAVIS COUNTY HOUSING FINANCE CORPORATION

DATE: September 2, 2008

TO: Board of Directors

FROM: Harvey L. Davis, Manager



SUBJECT: State Jail Visitation Center

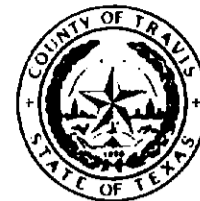
Payment for State Jail Project

Facilities Management Department sent the second payment request for the construction of the Visitor Center. The total is \$1,205.50 for PSI, Inc., the material testing firm.

Attached is the invoice and a memorandum from the Facilities Management Department.

Staff recommends approval of the request.

cc: Cliff Blount, Attorney
Rodney Rhoades, Executive Manager, Planning and Budget
Alicia Perez, Executive Manager, Administrative Operations
Roger El-Khory, M.S., P.E., Director, Facilities Management
Kimberly Pierce, Criminal Justice Planning Manager
John Hille, County Attorney's Office
Jim Barr, AIA, Sr. Project Manager
Leroy Nellis, Budget Manager
Mary Mayes, Assistant Manager
Miguel Gonzalez, Sr. Financial Analyst



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

RECEIVED

08 AUG 20 AM 9:56

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

TRAVIS COUNTY
PLANNING & BUDGET OFFICE
FMD Project: SJAIL-01-08X-1N
FILE: 102

MEMORANDUM

TO: Harvey Davis, Manager, Housing Finance Corporation

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

FROM: Jim Barr, AIA, Sr. Project Manager

DATE: August 19, 2008

SUBJECT: State Jail Visitor Center
Payment Request

Facilities Management Department requests that payment be made to PSI, Inc. in the amount of \$1,205.50. The attached invoice from PSI, Inc., the materials testing firm for the project, has been reviewed and is fair and reasonable.

PSI, Inc. provided foundation soils and compaction testing for the base beneath the slab. This is a standard series of tests that provide quality assurance that the concrete foundation is being constructed on a stable base.

If you have questions or need additional information please contact Jim Barr, AIA, at 854-9190.

ATTACHMENTS:

- 1) Invoice No. 570761 from PSI, Inc.

COPY TO:

Alicia Perez, Executive Manager, Administrative Operations
Richard Avery, Architectural Associate



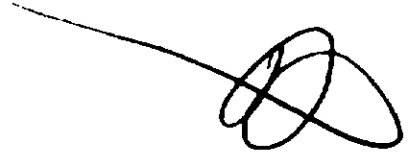
Engineering • Consulting • Testing

Professional Service Industries, Inc.

www.psiusa.com

PSI
Austin, TX USA
(512) 491-0200

Federal ID 37-0962090



Mail To: ATTN: ROGER ELKHOURY, PE
COUNTY AUDITOR
PO BOX 1748
AUSTIN TX 78767

Bill To: TRAVIS COUNTY FACILITIES MGMT
1010 LAVACA STREET
SUITE 400
AUSTIN TX 78701

Customer #	Purchase Order	Project Number	Date	Invoice #	Page
584687		301-80084	07/31/08	570761	0001

Project: TRAVIS COUNTY STATE JAIL VISITORS CENTER

Date	Rpt #	Description	Quantity	Unit Cost	Amount
07/03/08	0001	ADMINISTRATIVE ASSISTANT (HR)	2.00	49.00	98.00
07/03/08	0001	NEW PROJECT FILE SET-UP	0.00	0.00	0.00
07/03/08	0001	SOIL INSPECTION - PER HOUR	3.00	54.50	163.50
07/03/08	0001	TRIP CHARGE (PER DAY)	1.00	38.00	38.00
07/03/08	0001	NUCLEAR DENSITY TEST EA /MIN 3	3.00	27.50	82.50
07/03/08	0001	NUCLEAR GAUGE EQUIPMENT /DAY	1.00	35.00	35.00
07/03/08	0001	PREP & REVIEW OF REPORT (EA)	1.00	30.00	30.00
07/03/08	0002	SO, ATTERBERG LIMITS (EA)	1.00	59.50	59.50
07/03/08	0002	SO, M-D RELATION/TEX-113-E(EA)	1.00	203.50	203.50
07/03/08	0002	SIEVE ANALYSIS	1.00	62.00	62.00
07/03/08	0002	SO, #200 WASH (EA)	1.00	54.50	54.50
07/03/08	0002	PREP & REVIEW OF REPORT (EA)	1.00	30.00	30.00
07/17/08	0003	SOIL INSPECTION - PER HOUR	3.00	54.50	163.50
07/17/08	0003	TRIP CHARGE (PER DAY)	1.00	38.00	38.00
07/17/08	0003	NUCLEAR DENSITY TEST EA /MIN 3	3.00	27.50	82.50
07/17/08	0003	NUCLEAR GAUGE EQUIPMENT /DAY	1.00	35.00	35.00
07/17/08	0003	PREP & REVIEW OF REPORT (EA)	1.00	30.00	30.00
				Invoice Total:	1,205.50

TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL PAST DUE ACCOUNTS.

To assure proper credit to your account, please return this remittance stub with your check made payable to Professional Service Industries, Inc.

Please mail remittance to:

Professional Service Industries, Inc.
PO Box 71168
Chicago, IL 60694-1168

Customer #	Invoice #	Project Number	Amount Enclosed
584687	570761	301-80084	

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session September 2, 2008 Executive Session _____
Date Date Date

I. A. Request made by: Samuel T. Biscoe, President
Elected Official

B. Requested Text: Consider and take appropriate action on request to approve an invoice from the wellness budget.

Approved by: _____
Signature of Samuel T. Biscoe, President

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

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

III. Required Authorizations: Please check if applicable.

- Planning and Budget Office (473-9106)
- ___ Additional funding for any department or for any purpose
- ___ Transfer of existing funds within or between any line item
- ___ Grant
- Human Resources Department (473-9165)
- ___ A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (473-9700)
- ___ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- ___ Contract, Agreement, Policy & Procedure

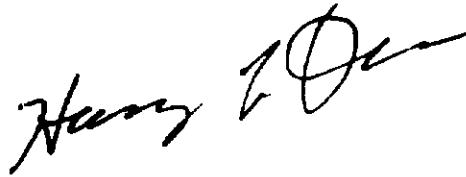
AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION

DATE: September 2, 2008

TO: Board of Directors

FROM: Harvey L. Davis, Manager



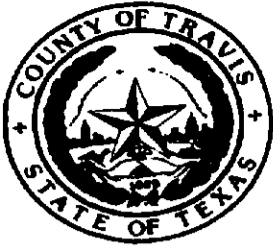
SUBJECT: Wellness Program

Summary and Background Information:

The wellness program request Board approval to pay Purple Crayon \$652.50 for 150 T-shirts to be given to employees who sign up for the Travis 1000 Challenge and the Virgin Health Miles Challenge.

The current balance for the wellness budget line item is \$14,188.24.

cc: Dan Mansour, Risk and Benefits Manager
Leroy Nellis, Budget Manager
Mary Mayes, Assistant Manager
Miguel Gonzalez, Sr. Financial Analyst



Human Resources Management Department

RECEIVED

09 AUG 20 PM 3:53

1010 Lavaca Street

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX (512) 854-9757

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

August 20, 2008

TO: Harvey Davis, Corporations Administrator

FROM: Dan Mansour, Risk and Benefits Manager *DM*

SUBJECT: Wellness Program Expense

Attached is quote from Purple Crayon for the purchase of T-shirts to be given to employees who signed up for the Travis 1000 Challenge and the Virgin Health Miles Challenge. I am requesting a check in the amount of \$ 652.50 payable to Purple Crayon.

Please let me know if you need additional information.



For: Zetta Garnett P.O. BOX 829

Leander, Texas 78646
Ph. (512) 259-4984
Fax (512) 259-2341

ORDER FORM

DATE 8/20/08
DUE DATE 8/29/08
INVOICE No. _____

BILL TO: Travis County HR MD
ADDRESS _____
CITY _____ STATE _____ ZIP _____

ORDERED BY Zetta
PHONE # _____

QTY	SHIRT STYLE	COLOR	ADULT					YOUTH			PRICE	EXT.	
			S	M	L	XL	2X	S	M	L			
75	SU/40	Caroline Blue	10	20	30	15					3.70	277	50
20	"	"					20				5.20	104	00
5	"	"			XXXX						5.70	28	50
45	SU/50	Red	5	10	20	10					4.20	189	00
5	"	"					5				5.70	28	50
1	Out Setup										25.00	25	00

SPECIAL INSTRUCTIONS

2 - different designs
white Ink / Front Only

SUB TOTAL		
SCREENS		
ARTWORK		
FILM		
SUB TOTAL	652	50
TAX		
SUB TOTAL	652	50
DEPOSIT		
BALANCE	652	50