

2

RECEIVED
COUNTY CLERK'S OFFICE

Travis County Commissioners Court Agenda Request

08 AUG -4 PM 3:00
Voting Session 08/19/08
(Date)

Work Session _____
(Date)

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

B. Requested Text:

Approve setting the public hearing for September 9, 2008 to receive comments on:

A. Jacobson Estates Resubdivision of Lot 7, Block A in Precinct Four (Resubdivision of Jacobson Estates Lot 7, Block A: 1 single family lot into 2 single family lots – 5.02 Acres – 8709 Linden Road – Parkland fess of \$426.00 have been paid – Sewage service to be provided by on site septic – City of Austin 5 mile ETJ).

C. Approved by:

Commissioner Margaret Gomez, Precinct Four

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

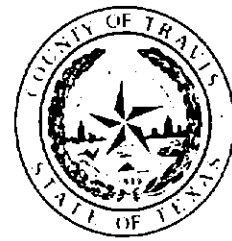
B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of the Agenda Request and backup to them:

AS Sarah C. Sumner: 854-7563 _____ Gayla Dembkowski: 854-7642 _____
Anna Bowlin: 854-7561 _____
Dennis Wilson: 854-4217 _____

III. Required Authorizations: Please check if applicable:

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

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

August 1, 2008

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Division Director, Development Services

SUBJECT: Jacobson Estates Resubdivision of Lot 7, Block A in Precinct Four

PROPOSED MOTION:

A. Jacobson Estates Resubdivision of Lot 7, Block A in Precinct Four (Resubdivision of Jacobson Estates Lot 7, Block A: 1 single family lot into 2 single family lots – 5.02 Acres – 8709 Linden Road - Parkland fees of \$426.00 have been paid – Sewage service to be provided by on site septic – City of Austin 5 mile ETJ).

SUMMARY AND STAFF RECOMMENDATION:

This resubdivision will change the 1 existing single family lot into 2 single family lots. Parkland fees have been paid for the increase in density. Notification for the resubdivision was completed and a sign will be posted at the site.

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

ISSUES:

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

BUDGETARY AND FISCAL IMPACT:

None.

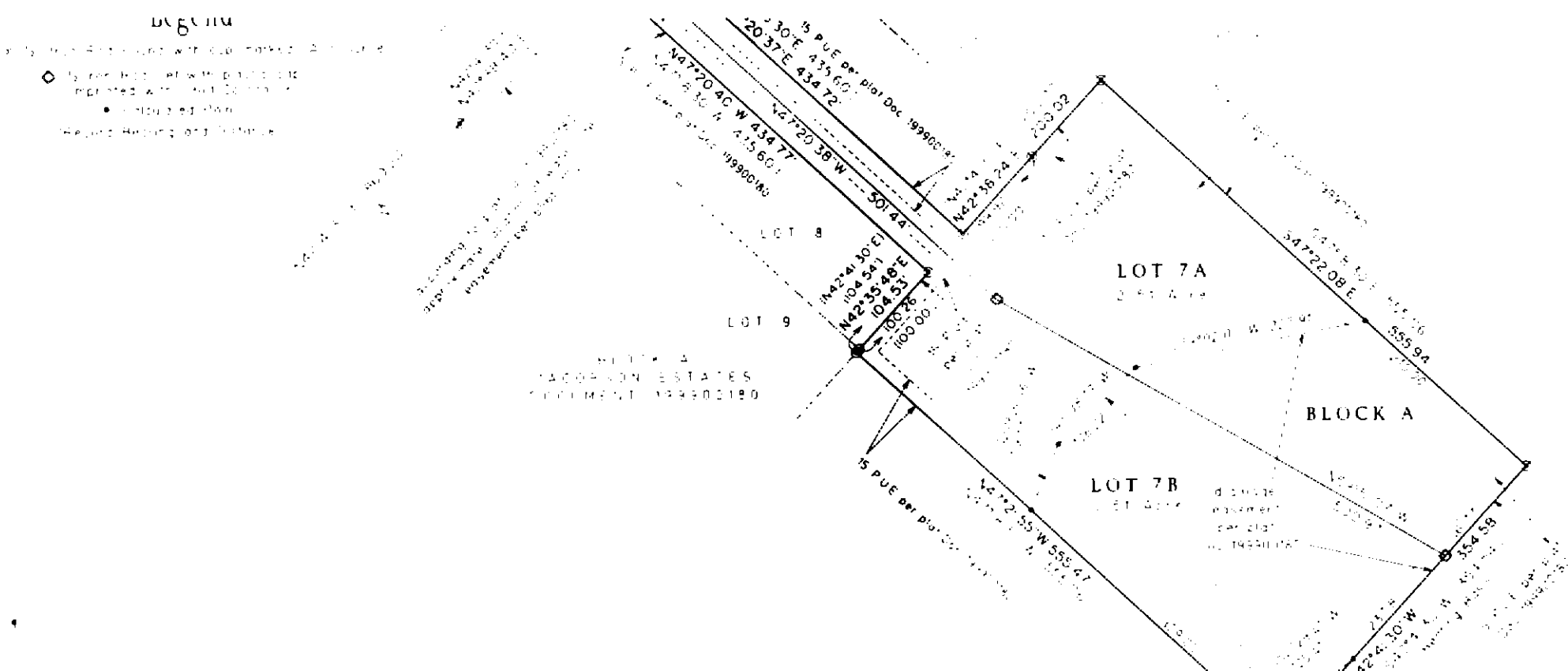
REQUIRED AUTHORIZATIONS:

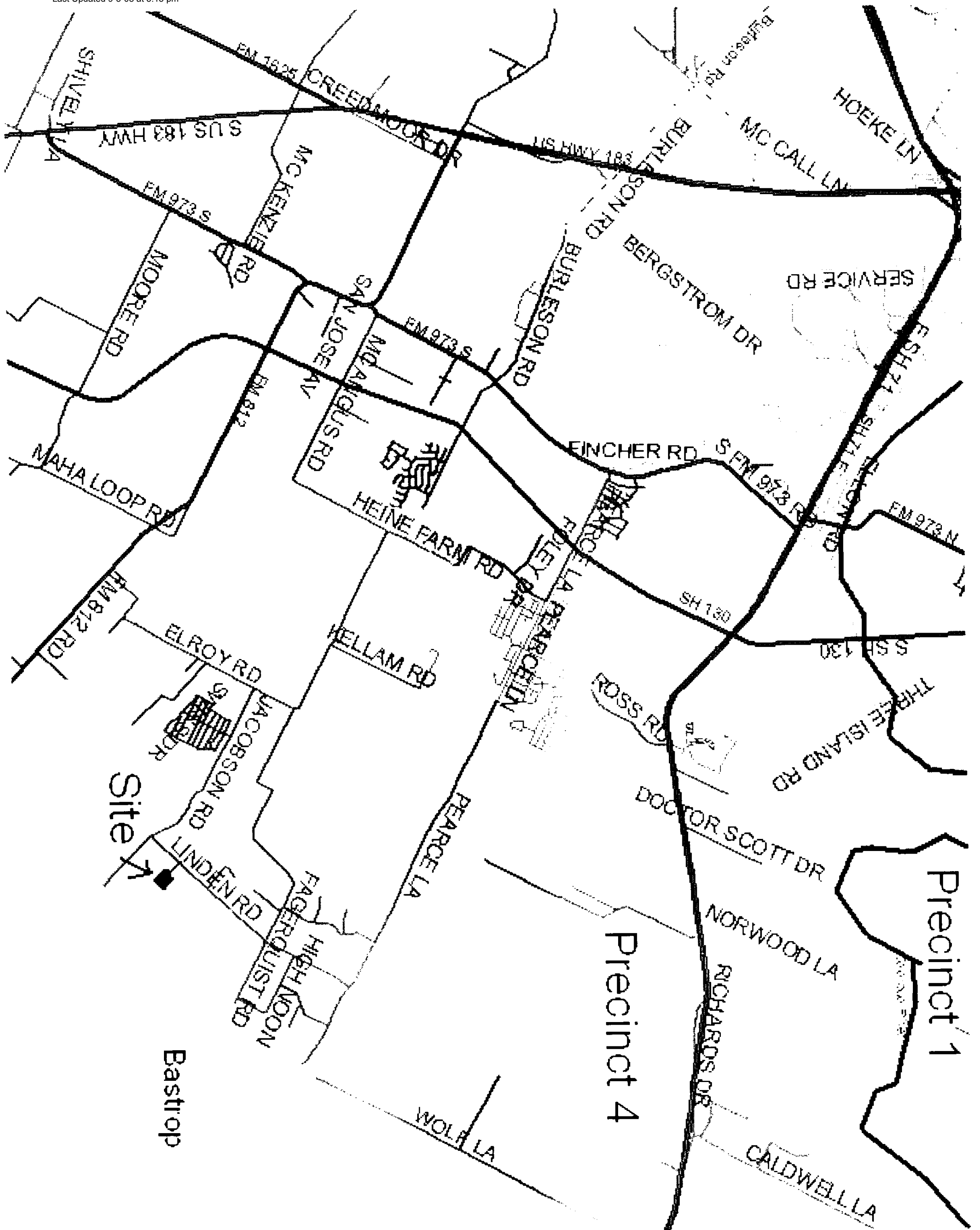
None.

EXHIBITS:

Location map, Original Plat, Final Plat, Precinct Map

SCS 0508





Site

Bastrop

Precinct 4

Precinct 1



BUDGET AMENDMENTS AND TRANSFERS

FY 2008

08 SEP -4 PM 4:32

9/9/2008

AMENDMENTS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1		001	9800	981	9892	Reserves	Allocated Reserves		\$ 49,110	1
		001	1415	525	8123	Facilities	Infrastructure/Imprvt	\$ 49,110		
A2		001	9800	981	9892	Reserves	Allocated Reserves		\$ 425,418	5
		001	2020	532	0801	Co. Clerk	Reg Salaries-Temp Empl	\$ 383,028		
		001	2020	532	3001	Co. Clerk	Office Equip,Furn & Supp	\$ 42,390		
A3		001	9800	981	9892	Reserves	Allocated Reserves		\$ 58,842	8
		001	1405	525	8102	Facilities	Purchsd Serv-Bldg Impvt	\$ 58,842		

TRANSFERS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
T1		001	1405	824	8126	Facilities	Leasehold Imprvts		\$ 116,160	8
		001	1405	824	8102	Facilities	Purchsd Serv-Bldg Impvt	\$ 116,160		
T2		001	3202	567	0701	Cons.Pct.2	Reg Salaries-Permnt Empl		\$ 1,200	10
		001	3202	567	1101	Cons.Pct.2	Regular Overtime Pay	\$ 1,200		
T3		001	3202	567	0701	Cons.Pct.2	Reg Salaries-Permnt Empl		\$ 14,350	10
		001	3202	567	3055	Cons.Pct.2	Law Enforcement Eq & Supp	\$ 14,350		
T4		001	3202	567	0701	Cons.Pct.2	Reg Salaries-Permnt Empl		\$ 7,191	10
		001	3201	567	3021	Cons.Pct.2	Auto Repair & Equip Supp	\$ 7,191		
T5		001	3202	567	0701	Cons.Pct.2	Reg Salaries-Permnt Empl		\$ 1,120	10
		001	3202	567	2002	Cons.Pct.2	FICA Tax - OASDI	\$ 141		
		001	3202	567	2003	Cons.Pct.2	Hospitalization	\$ 629		
		001	3202	567	2004	Cons.Pct.2	Life Insurance	\$ 7		
		001	3202	567	2005	Cons.Pct.2	Retirement Contribution	\$ 260		
		001	3202	567	2006	Cons.Pct.2	Worker's Compensation	\$ 47		
		001	3202	567	2007	Cons.Pct.2	FICA Tax - Medicare	\$ 36		
T6		001	1230	523	4104	ITS	Communication-Trunk Lines		\$ 75,000	16
		001	1230	523	6099	ITS	Other Purchased Services	\$ 75,000		
T7		001	3102	566	0712	Cons.Pct.1	POPS Salaries		\$ 6,000	16
		001	3101	566	3001	Cons.Pct.1	Office Equip,Furn & Supp	\$ 6,000		
T8		001	3102	566	0712	Cons.Pct.1	POPS Salaries		\$ 9,000	19
		001	3101	566	3035	Cons.Pct.1	Clothing, Uniforms	\$ 9,000		



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court

FROM: Diana A. Ramirez, Sr. Budget Analyst *DAR Ramirez*

DATE: August 29, 2008

RE: Request from Facilities Management Department (FMD) for \$49,110 from Allocated Reserve for Construction of ADA Ramp at Precinct 3 Office Building

Due to Capital Metro's decision to initiate bus service to the Precinct 3 Office Building, there is a need for an additional handicapped accessible ramp to one of the buildings. The West Rural Community Center/Clinic building has the appropriate ramp to the East entrance of the building. However, the bus stop will be located at the west entrance to the building.

Originally, FMD requested to transfer the \$49,110 in CAR funds from the Palm Square Sewer Line Upgrade project which was originally funded in FY 07 and is currently encumbered in the financial system. The attached FMD memo details the reasons why the funds are no longer needed for the original project at Palm Square.

Budget Rule #9 states, in part, that "Any canceled prior year encumbrance may result in the County Auditor moving these funds from the budget of the department/office to the County's Allocated Reserve for reappropriation by the Commissioners Court." To avoid any confusion, PBO recommended to FMD (and FMD concurred) to disencumber the funds and let them fall to ending fund balance and request that this new project be funded from the Allocated Reserve.

PBO recommends approval of this request.

cc: Rodney Rhoades, Leroy Nellis, Jessica Rio, PBO
Roger El Khoury, Amy Draper, John Carr, FMD
Alicia Perez, Jim Boyd, Administrative Operations



FACILITIES MANAGEMENT DEPARTMENT

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

08 AUG 22 AM 7: 59

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

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

MEMORANDUM

FMD Project: PCT3-03-08R-3R

File: 102

TO: Rodney Rhoades, Executive Manager, Planning and Budget Office

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

FROM: John F. Carr, Administrative Director

DATE: August 21, 2008

SUBJECT: Accessible ADA Ramp to Precinct Three Office Building
Funding Transfer Request

Facilities Management Department (FMD) requests transfer of \$49,110 in CAR funds from Palm Square Sewer Line Upgrade project to this project to install an accessible ADA ramp at the Precinct Three Office Buildings. The Palm Square sewer line upgrade was funded to replace all the sewer lines coming from the building to the main sewer line. There were poor records of the sewer lines. FMD dug potholes to confirm the location and sizes and ran sewer line camera to locate the sewer lines coming from the building. FMD found that the sewer line problem was coming from a line serving one restroom. FMD closed this restroom for more than twelve months and investigated, monitored and confirmed that the sewer lines at Palm Square are operational except one sewer line which serves one small restroom. This sewer line is under the SE section of the building. This section of the building was constructed over the sewer line many years ago. To replace the sewer line under the extended section of the building would be very expensive and again it serves one restroom. Therefore, FMD does not need to replace all the sewer lines coming from the building to the main sewer line. In consultation with HHS, they concurred that this restroom was not required and could be converted into a storage room. The expense to reroute the sewer line to support this one restroom is not necessary or a wise use of County resources. The project was originally funded at \$51,000 of which only \$1,890 has been expended. The remaining balance is not required as describe above.

Capital Metro has confirmed their intention to initiate bus service to the Precinct Three Office complex. The bus route and stop will be to the lower parking lots to the west and north of the buildings. It is therefore necessary to provide an accessible ADA ramp to the west entrance of the West Rural Community Center/Clinic building, since the current accessible route into this building is located on the opposite side of the structure. The other facility, which houses the JP and Constable and Tax Office, already has an appropriate ramp on the lower parking lot side of the building. FMD has designed the necessary ramps. Construction would be by one of the existing minor construction job order contractors. Estimated cost for the required ramp structure and curb modifications is \$45,000 plus \$4,110 contingency.

Budget adjustment #12113 has been entered for this request. Your support to obtain the necessary approval is appreciated. Thank you for your assistance.

COPY TO:

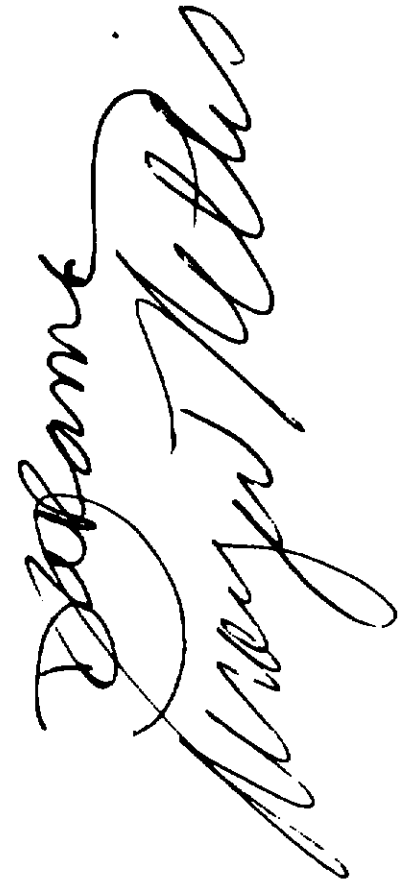
Alicia Perez, Executive Manager, Administrative Operations
Amy Draper, CPA, Financial Manager, FMD
Gabriel Stock, Sr. Architectural Associate, FMD
Diana Ramirez, Sr. Budget Analyst, PBO

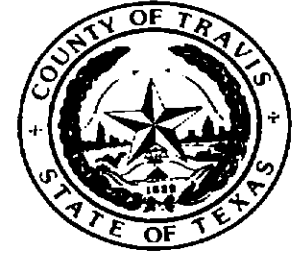
Budget Adjustment: 12331

Fyr _ Budget Type: 2008-Reg Author: 14 - DRAPER, AMY Created: 8/29/2008 5:01:32 PM
 PBO Category: Amendment Court Date: Tuesday, Sep 9 2008 Dept: RESERVES
 Just: Other Transfer funds from allocated reserve for Accessible ADA Ramp at Precinct 3 buildings

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			49,110
To Account				Amount
001-1415-525-8123	INFRASTRUCTURE/IMPROVEMET	Project		49,110

Approvals	Dept	Approved By	Date Approved
Originator	14	AMY DRAPER	8/29/2008 05:01:38 PM
DepOffice	14	AMY DRAPER	8/29/2008 05:01:38 PM
DepOfficeTo	14	AMY DRAPER	8/29/2008 05:01:39 PM





PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Randy Lott, Planning and Budget Analyst

A handwritten signature in black ink, appearing to read "Randy Lott", is written over the "FROM:" line.

DATE: September 2, 2008

RE: Request to transfer from the Allocated Reserve for expenses related to Primary Election Runoff

During the FY 08 budget process, the Commissioners Court approved establishment of an Elections Runoff Reserve to provide resources for a potential runoff election resulting from the March Primaries. This reserve was established at \$639,170. This amount would cover election-day workers, polling locations, printing and mailing costs and equipment based on previous runoff elections. The results of the Primary election made it necessary for only the Democratic Party to hold a runoff. Those costs amounted to \$425,418. Therefore, the department is requesting \$425,418 be transferred from Allocated Reserves to various Elections Division line items and does not anticipate any further requirements against this reserve.

PBO recommends approval of the request.

cc: The Honorable Dana DeBeauvoir, County Clerk
Susan Bell, Gail Fisher, Denise Carter, County Clerk's Office
Leroy Nellis, Rodney Rhoades, PBO

From: Susan Bell
To: Randy Lott
Date: 8/25/2008 7:27 PM
Subject: Request for Transfer for 2008 Primary Runoff Election

CC: Cindy Bohanan; Gail Fisher
Randy,

During the FY08 budget, we requested \$641,015 to conduct a Primary Runoff Election. It was determined that this amount was to be placed in a reserve account until it was known whether or not a runoff election would be needed. The results of the Primary election made it necessary for only the Democratic Party to hold a runoff. We are therefore requesting the following funds be transferred from the County allocated reserve fund (001-9800-981-98-98) to the following line items.

001-2020-532-08-01	\$383,028.52
001-2020-532-30-01	\$ 42,390.00
TOTAL	\$425,418.51

Please let us know if you require additional information.

Thanks,
Susan

Budget Adjustment: 12252

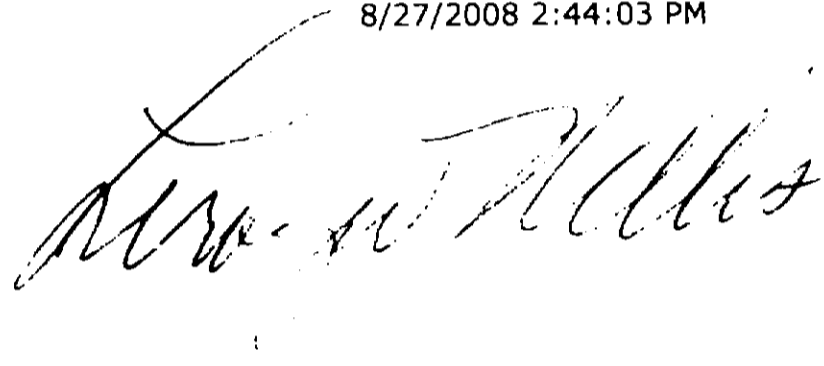
Fyr _ Budget Type: 2008-Reg
PBO Category: Amendment
Just: Other

Author: 20 - CARTER, OLIVIA
Court Date: Tuesday, Sep 9 2008
funds from reserve account due to runoff

Created: 8/27/2008 10:51:07 AM
Dept: RESERVES

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			425,418
				<hr/>
				425,418
To Account		Project		Amount
001-2020-532-0801	REG SALARIES-TEMP EMPL			383,028
001-2020-532-3001	OFFICE EQUIP,FURN, & SUPP			42,390
				<hr/>
				425,418

Approvals	Dept	Approved By	Date Approved
Originator	20	OLIVIA CARTER	8/27/2008 2:44:00 PM
DepOffice	20	OLIVIA CARTER	8/27/2008 2:44:01 PM
DepOfficeTo	20	OLIVIA CARTER	8/27/2008 2:44:03 PM



Budget Adjustment: 12214

Fyr _ Budget Type: 2008-Reg Author: 14 - DRAPER, AMY Created: 8/26/2008 7:52:09 AM
 PBO Category: Amendment Court Date: Tuesday, Sep 9 2008 Dept: RESERVES
 Just: Other Transfer funds from Allocated Reserve earmark for lease for CSCD Day Treatment program to

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			58,842
To Account				Amount
001-1405-525-8102	PURCHSD SERV-BLDG IMPROVM	Project		58,842

Approvals	Dept	Approved By	Date Approved
Originator	14	AMY DRAPER	8/27/2008 04:38:21 PM
DepOffice	14	AMY DRAPER	8/27/2008 04:38:22 PM
DepOfficeTo	14	AMY DRAPER	8/27/2008 04:38:25 PM

PBO concurs. This project was approved by Court on 9/2/08. Item #6.

Draper
AMY DRAPER

Budget Adjustment: 12213

Fyr _ Budget Type: 2008-Reg

Author: 14 - DRAPER, AMY

Created: 8/26/2008 7:52:00 AM

PBO Category: Transfer

Court Date: Tuesday, Sep 9 2008

Dept: FACILITIES MANAGEMENT

Just: Other

Transfer funds for cabling/ITS at leased property to renovations/cabling/ITS at Ray Martinez Building

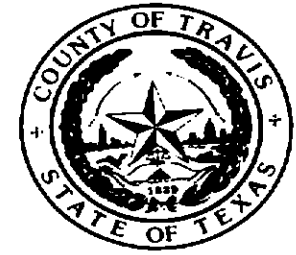
From Account	Acct Desc	Project	Proj Desc	Amount
001-1405-824-8126	LEASEHOLD IMPROVEMENTS			116,160
To Account		Project		116,160
001-1405-824-8102	PURCHSD SERV-BLDG IMPROVM			Amount
				116,160

Approvals	Dept	Approved By	Date Approved
Originator	14	AMY DRAPER	8/26/2008 07:52:17 AM
DepOffice	14	AMY DRAPER	8/26/2008 07:52:18 AM

PBO concurs. This project was approved by Court on 9/2/08.

Item #6.

Draper
Ray Martinez



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Randy Lott, Planning and Budget Analyst

A handwritten signature in black ink, appearing to read "Randy Lott", is written over the printed name.

DATE: September 2, 2008

RE: Request by Constable, Precinct 2 to transfer temporary salary savings for to various personnel and operating line items.

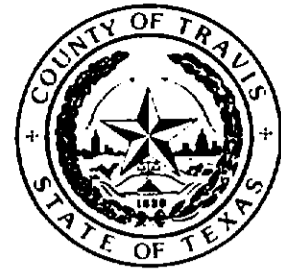
The office is requesting Commissioners Court approval to transfer one-time salary savings in the amount of \$23,861 to other personnel and operating line items to cover expenses for the Leander ISD SRO Officer and purchase various law enforcement equipment and supplies. PBO has verified that these temporary salary savings are available.

PBO recommends approval of this request.

cc: The Honorable Bob Vann, Constable, Precinct 2
Carol Buesing, Charles Sanchez, CN2
Leroy Nellis, Rodney Rhoades, PBO



BOB VANN
CONSTABLE
Travis County, Precinct 2



10409 Burnet Road, Suite 150
Austin, Tx 78758-4427

Constable2@Co.Travis.Tx.Us
Carol Buesing, Chief Deputy

Phone: (512) 854-9697
Fax : (512) 854-9196

August 27, 2008

To: Randy Lott

From: Carol Buesing, Chief Deputy

Subject: Request of Funds Transfer

Attached to this is a budget adjustment form to coincide with the request.
Below is an explanation of the items that this Office would like to purchase with remaining funds and/or transfer to appropriate line items.

1. From one time funds (0701) – moneys to cover one month of pay for SRO Officer for Leander ISD. They paid in total \$46,105 for the year and deputy was paid \$44,758. Her current salary is \$3,842 per month which means this Office needed to come up with \$2,429 in salary for one month, FICA \$141, Insurance \$629, Life ins. 6.55, Retirement \$260, WC \$47 and Medicare \$36. The benefits will be shown as transfers out of one time into appropriate line items. (\$1,120)
2. From one time funds (0701) to law enforcement equipment and supplies (3055) the following:

Light bars and sirens for 2 new vehicles approved in FY09 budget	\$7,191
(to 3021)	
Docking stations for 2 new vehicles approved in FY09 budget	2,800
Throw down spikes for 2 vehicles @\$499 each	1,000
Radar equipment for 3 vehicles @ \$2,300 each	6,900
Blackhawk entry kit for Writs of Possession	530
Amunition and targets for duty and training	2,500
Less than lethal distraction device 10 @\$60	620
3. For new multi-user printer to 3001 563

From: 3201/4107.....	\$120
From 3201/4202.....	\$188
From 3201/6022.....	\$264
4. Moving DVT to new area to make room for 2 persons at front desk..... \$300

60 32-1/6099	
From 3202/4107.....	\$120
From 3202/4401.....	\$180
4. From one time (0701)to 3202/1101 (overtime to allow clerks to work on new warrants
\$1,200

Budget Adjustment: 12256

Fyr_ Budget Type: 2008-Reg

Author: 32 - SANCHEZ, CHARLES

Created: 8/27/2008 10:59:29 AM

PBO Category: Transfer

Court Date: Tuesday, Sep 9 2008

Dept: CONSTABLE 2

Just: Other

Special Request to PBO Analyst Randy Lott to transfer one-time salary funds to cover expenses for overtime to allow Warrant Clerks to work on new warrants

From Account	Acct Desc	Project	Proj Desc	Amount
001-3202-567-0701	REG SALARIES-PERMNT EMPL			1,200
				1,200
To Account		Project		Amount
001-3202-567-1101	REGULAR OVERTIME PAY			1,200
				1,200

Approvals	Dept	Approved By	Date Approved
Originator	32	CHARLES SANCHEZ	8/27/2008 11:00:03 AM
DepOffice	32	CHARLES SANCHEZ	8/27/2008 11:00:03 AM



Budget Adjustment: 12253

Fyr _ Budget Type: 2008-Reg

Author: 32 - SANCHEZ, CHARLES

Created: 8/27/2008 10:52:58 AM

PBO Category: Transfer

Court Date: Tuesday, Sep 9 2008

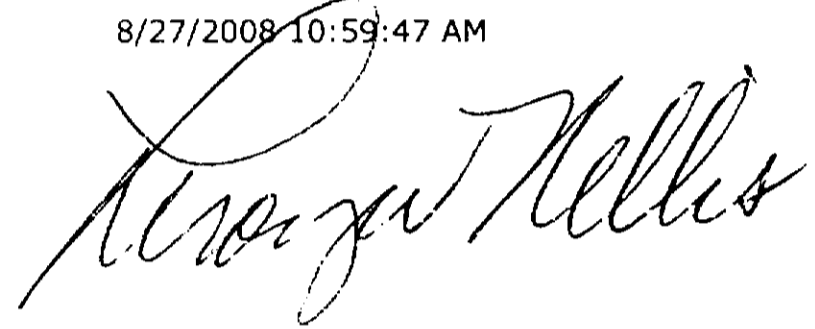
Dept: CONSTABLE 2

Just: Other

Special Request to PBO Analyst Randy Lott to transfer one-time salary funds to cover expenses for Law Enforcement Equipment and Supplies (Details supplied to PBO Analyst by Chief Buesing in Memo Dated 8/27/08)

From Account	Acct Desc	Project	Proj Desc	Amount
001-3202-567-0701	REG SALARIES-PERMNT EMPL			14,350
				14,350
To Account		Project		Amount
001-3202-567-3055	LAW ENFORCEMENT EQ & SUPP			14,350
				14,350

Approvals	Dept	Approved By	Date Approved
Originator	32	CHARLES SANCHEZ	8/27/2008 10:59:46 AM
DepOffice	32	CHARLES SANCHEZ	8/27/2008 10:59:47 AM



Budget Adjustment: 12250

Fyr _ Budget Type: 2008-Reg

Author: 32 - SANCHEZ, CHARLES

Created: 8/27/2008 10:45:02 AM

PBO Category: Transfer

Court Date: Tuesday, Sep 9 2008

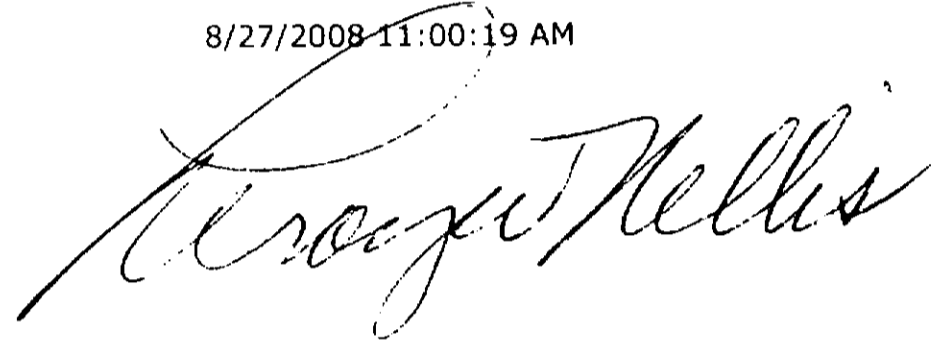
Dept: CONSTABLE 2

Just: Other

Special Request to PBO Analyst Randy Lott to transfer one-time salary funds to cover expenses for Lights and Sirens for 2 Vehicles Approved for FY09 Budget

From Account	Acct Desc	Project	Proj Desc	Amount
001-3202-567-0701	REG SALARIES-PERMNT EMPL			7,191
				7,191
To Account		Project		Amount
001-3201-567-3021	AUTO REPAIR & EQUIP SUPP			7,191
				7,191

Approvals	Dept	Approved By	Date Approved
Originator	32	CHARLES SANCHEZ	8/27/2008 11:00:18 AM
DepOffice	32	CHARLES SANCHEZ	8/27/2008 11:00:19 AM



Budget Adjustment: 12249

Fyr _ Budget Type: 2008-Reg

Author: 32 - SANCHEZ, CHARLES

Created: 8/27/2008 10:43:17 AM

PBO Category: Transfer

Court Date: Tuesday, Sep 9 2008

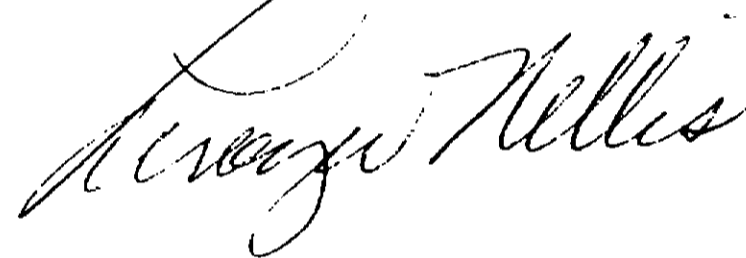
Dept: CONSTABLE 2

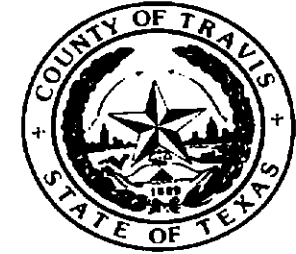
Just: Other

Special Request to PBO Analyst Randy Lott to transfer one-time salary funds to cover expenses for Deputy J Horta-Leander ISD-Contracted Services (One month of FICA, Insurance, etc)

From Account	Acct Desc	Project	Proj Desc	Amount
001-3202-567-0701	REG SALARIES-PERMNT EMPL			1,120
				1,120
To Account		Project		Amount
001-3202-567-2002	FICA TAX - OASDI			141
001-3202-567-2003	HOSPITALIZATION			629
001-3202-567-2004	LIFE INSURANCE			7
001-3202-567-2005	RETIREMENT CONTRIBUTION			260
001-3202-567-2006	WORKER'S COMPENSATION			47
001-3202-567-2007	FICA TAX - MEDICARE			36
				1,120

Approvals	Dept	Approved By	Date Approved
Originator	32	CHARLES SANCHEZ	8/27/2008 11:00:15 AM
DepOffice	32	CHARLES SANCHEZ	8/27/2008 11:00:16 AM



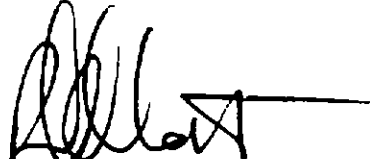


PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Randy Lott, Planning and Budget Analyst 

DATE: September 4, 2008

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

ITS requests Commissioners Court approval to transfer funds from the centrally budgeted Communication-Trunkline line item (001-1230-523.41-04) in the amount of \$75,000 to pay additional services in the outside services line item for internet service bandwidth growth. PBO has confirmed the savings with the department. Commissioners Court approval is required for these types of transfers.

PBO recommends approval of the request.

cc: Leroy Nellis, PBO
Alicia Perez, Executive Manager Admin Ops
Joe Harlow, Nick Macik, RMCR

From: Nick Macik
To: Randy Lott
Date: 9/4/2008 1:38 PM
Subject: Budget Adjustment No. 12321

CC: Joe Harlow; Lynn Harper; Walter Lagrone

Please process budget adjustment no. 12321 for additional requirements in the outside services line item. The primary cause of this additional requirement is an increase in demand for internet service bandwidth. This increase has generated a requirement for expansion of Travis County internet service bandwidth at an additional cost from its service provider.

ITS is proposing funding from its Trunkline line item. During FY 08, Travis County received a one time credit from AT&T for frame relay service. Additionally, it appears that there will be a reduction in the amount of the FY 08 I-NET charges. Both of these transactions created a savings in the Trunkline line item. Pursuant to Budget rules this transfer requires Commissioner Court approval.

Budget Adjustment: 12321

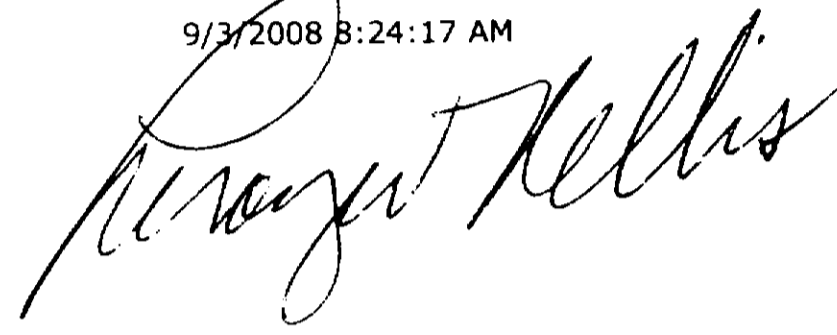
Fyr _ Budget Type: 2008-Reg
PBO Category: Transfer
Just: CommCodeRq

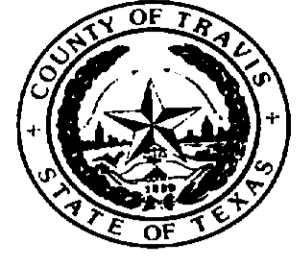
Author: 12 - FLEMMINGS, TERRI
Court Date: Tuesday, Sep 9 2008

Created: 8/29/2008 2:14:37 PM
Dept: INFORMATION & TELECOMMUNI

From Account	Acct Desc	Project	Proj Desc	Amount
001-1230-523-4104	COMMUNICATION-TRUNK LINES			75,000
				75,000
To Account		Project		Amount
001-1230-523-6099	OTHER PURCHASED SERVICES			75,000
				75,000

Approvals	Dept	Approved By	Date Approved
Originator	12	TERRI FLEMMINGS	8/29/2008 2:14:45 PM
DepOffice	12	NICHOLAS MACIK	9/3/2008 8:24:17 AM






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: September 4, 2008

RE: Request by Constable, Precinct 1 to transfer temporary salary savings to various operating line items.

The office is requesting Commissioners Court approval to transfer one-time salary savings in the amount of \$15,000 for new uniforms and office equipment and furniture. PBO has verified that these temporary salary savings are available.

PBO recommends approval of this request.

cc: The Honorable Luke Mercer, Constable, Precinct 1
Willie Madison, Gwendolyn Davis, CN1
Leroy Nellis, Rodney Rhoades, PBO

From: Gwen Davis
To: Randy Lott
Date: 9/4/2008 8:26 AM
Subject: Budget adjustment

Hello Randy,

I would like to take \$9000 from temporary salary savings (001-3102-566-0712) and put in clothing uniforms (001-566-3035) for the department for uniforms for the upcoming Constable.

I would also like to take \$5000 from temporary salary savings(001-3102-566-0712) and put it in office, equipment,furniture (001-566-3101-3001) to buy office furniture for the upcoming Constables.

Thanks

Gwendolyn Davis
Office Manager
Constable, Pct 1
Travis County, Texas
Office (512) 854-7519
Fax (512) 929-0981
gwen.davis@co.travis.tx.us

Budget Adjustment: 12399

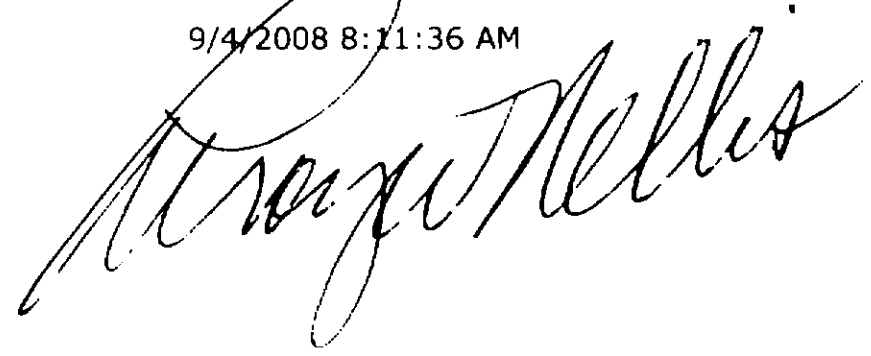
Fyr _ Budget Type: 2008-Reg
PBO Category: Transfer
Just: CommCodeRq

Author: 31 - DAVIS, GWENDOLYN
Court Date: Tuesday, Sep 9 2008

Created: 9/4/2008 8:11:26 AM
Dept: CONSTABLE 1

From Account	Acct Desc	Project	Proj Desc	Amount
001-3102-566-0712	POPS SALARIES			6,000
				6,000
To Account		Project		Amount
001-3101-566-3001	OFFICE EQUIP,FURN, & SUPP			6,000
				6,000

Approvals	Dept	Approved By	Date Approved
Originator	31	GWENDOLYN DAVIS	9/4/2008 8:11:35 AM
DepOffice	31	GWENDOLYN DAVIS	9/4/2008 8:11:36 AM



Budget Adjustment: 12398

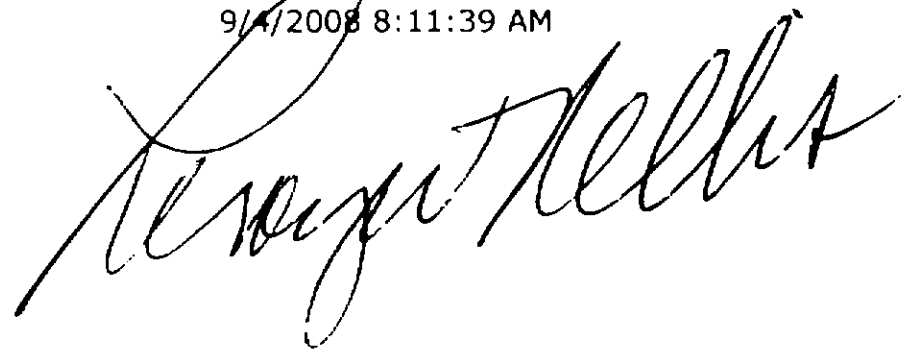
Fyr _ Budget Type: 2008-Reg
PBO Category: Transfer
Just: CommCodeRq

Author: 31 - DAVIS, GWENDOLYN
Court Date: Tuesday, Sep 9 2008

Created: 9/4/2008 8:09:51 AM
Dept: CONSTABLE 1

From Account	Acct Desc	Project	Proj Desc	Amount
001-3102-566-0712	POPS SALARIES			9,000
				9,000
To Account		Project		Amount
001-3101-566-3035	CLOTHING, UNIFORMS			9,000
				9,000

Approvals	Dept	Approved By	Date Approved
Originator	31	GWENDOLYN DAVIS	9/4/2008 8:11:38 AM
DepOffice	31	GWENDOLYN DAVIS	9/4/2008 8:11:39 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 Appriaisal Dist. 3rd Qtr. Fees
(\$74,452)	PBO	4/22/08	Establ Temp Slot, Exec Mgr. PBO Succession
\$802,500	Facilities	5/12/08	Reimbursement 910 Rusk Bldg Purchase
(\$5,000)	Medical Examiner	5/13/08	Medical Examiners Accreditation Expense
(\$46,000)	Facilities	5/27/08	CJC 3rd Floor Moves
(\$110,000)	Emergency Services	6/10/08	Fuel STAR Flight
(\$450,000)	TNR	6/10/08	Centralized Fuel
(\$12,000)	County Attorney	7/15/08	Outside Counsel
(\$24,999)	TNR	7/22/08	Technical Correction to Interlocal Agreement
(\$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
(\$809,500)	Criminal Courts	9/2/08	Criminal Indigent Attorney Fees
\$759	Various	9/2/08	Departmental Encumbrance Release
(\$99,720)	County Clerk	9/2/08	Presidential Election-Early Voting
\$1,676,484	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

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

(\$100,000)	Inmate Psychiatric Services
(\$1,808,925)	Total Possible Future Expenses (Earmarks)
(\$132,441)	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		

RECEIVED
COUNTY CLERK
08 SEP -3 PM 1:30

4 ✓

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:

Voting Session:

September 9, 2008

I. A. Request made by:

Rodney Rhoades, Executive Manager, Planning & Budget (49106)

CONSIDER AND TAKE APPROPRIATE ACTION ON FY '09 BUDGET RULES.

Approved by:

Signature of Commissioner(s) or County Judge

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

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

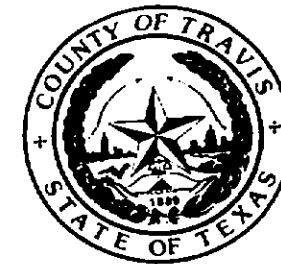
Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- _____ Contract, Agreement, Policy & Procedure

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




PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

Back-Up to Budget Rules Agenda Item on September 9

September 2, 2008

TO: The Members of Commissioners Court

FROM: Jessica Rio, Assistant Budget Manager 

RE: Request approval of the FY 09 Budget Rules.

Every year as part of the budget process, PBO drafts for Commissioners Court approval a set of Budget Rules for the County. PBO has reviewed the current Budget Rules and has consulted and received comments from the County Auditor's Office. PBO is requesting that the Commissioners Court review the proposed FY 09 Budget Rules on September 9th, 2008. However, given that budget mark-up is scheduled for September 3rd – 5th, PBO recommends that any action wait until September 16th to allow for review by the Commissioners Court and County departments. I have attached the Budget Rules both in legislative format as well as a clean updated file for your review. Please note that the legislative format file does not contain updated page number information.

The changes for FY 09 are summarized below. You will find that most of these changes are minor. PBO will be working with the County Auditor's Office to thoroughly review and re-organize the budget rules for ease of use for the FY 10 budget process. PBO welcomes any thoughts or comments that departments have on improving the budget rules.

FY 09 Proposed Changes:

- Additional flexibility of moving budget between court ordered services and other operating line items unless PBO believes Commissioners Court review and approval is beneficial. However, PBO has left the restriction in place specifically for Courts' Attorney Fees given the large sums of dollars added to these line items.
- A restriction on automatic transfers from "transfers to other funds" line items. These would now require Commissioners Court approval, with the exception of 90-01 (County Contribution to Grants).
- Clarifying language has been added to the rules to underscore the departments' responsibility for making personnel decisions within their total appropriation in the Adopted Budget to include internal POPs and non-POPs promotions.
- The addition that projects submitted to the Travis County Reprographics Service Center (TCRSC) will be printed as 2 sided unless 1 sided is specified and justified.

- Changes in the Travel Section are included that improve the organization of that section and better clarify the requirements by the Auditor's Office for reimbursement of travel related expenses. The suggested changes include: the requirement of an Employee ID number for reimbursement requests; modifications to the advance payments made by employees with a personal credit card; requirement to submit mileage reimbursement requests on authorized form within 30 days from the end of the mileage month (as opposed to 90 days currently allowed).
- Additional language to clarify the County's policy not to pay for food and/or beverages provided at County meetings.
- An increase in the standard per diem rate (including gratuities) from \$34 to \$39 due to rising costs of meals and incidentals. This rate has been \$34 since FY 00. The rate paid with receipts is not proposed to change from the current \$50 per day.
- Changes in the grant section allowing PBO to act on behalf of an authorized official for administrative functions in online systems under certain circumstances such as budget adjustments when 1) the official is a member of the Commissioners Court; 2) the grant has already been approved by the Commissioners Court; and 3) the change does not significantly change the scope from what Commissioners Court previously approved. This change is meant to allow minor administrative changes to proceed in a timely manner.
- Clarification that if an invoice exceeds the amount budgeted in a line item by less than \$10, the County Auditor is authorized to transfer funds automatically to cover the amount from the first operating expense line item within the department with sufficient funds.

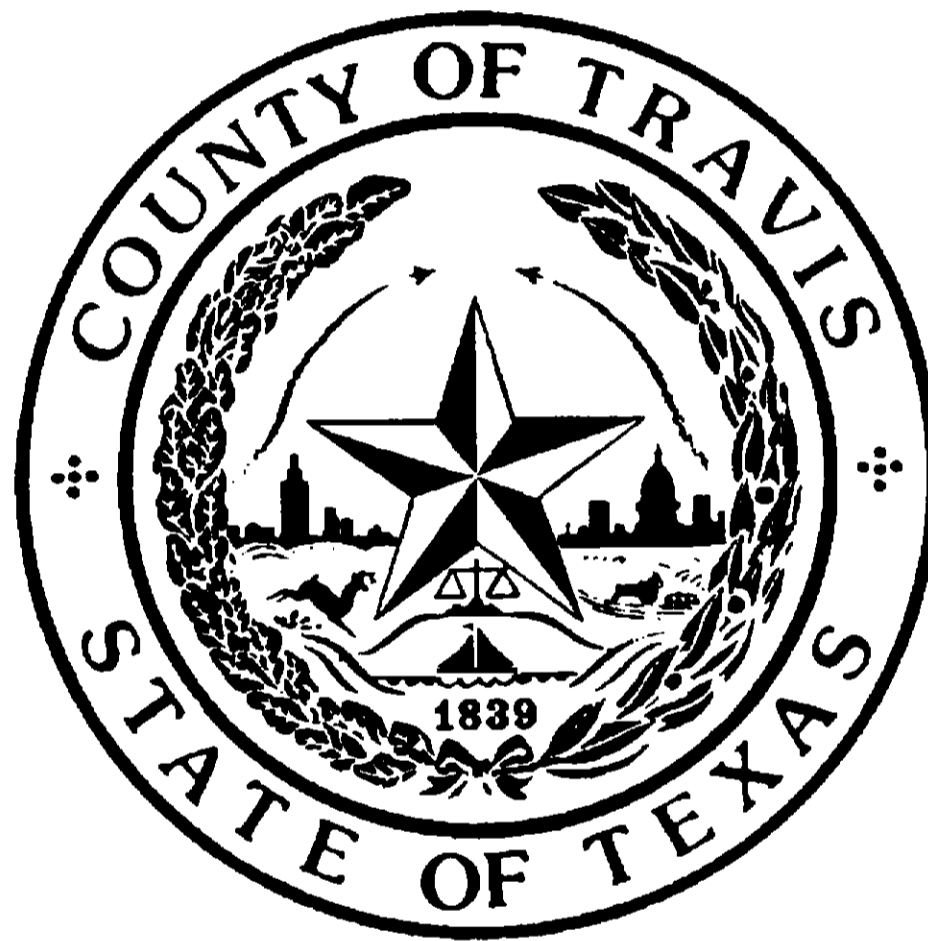
Please note that while PBO has updated the Budget Rules as of August 31st, there may need to be further updates prior to the adoption of the budget depending on actions of the Commissioners Court in the coming weeks.

We look forward to reviewing this matter at your September 9th meeting.

CC: Leroy Nellis
Rodney Rhoades
County Auditor
Appointed & Elected Officials
County Financial Staff

GUIDE TO LIVING WITH THE FY 2009 TRAVIS COUNTY BUDGET

**Also Known As:
Travis County Budget Rules**



**Office of Planning & Budget
314 W. 11th Street, Suite 540
Austin, Texas 78701**

GUIDE TO LIVING WITH THE FY 2009 TRAVIS COUNTY BUDGET TABLE OF CONTENTS

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INTRODUCTION

This document contains the Fiscal Year 2009 budget rules and policies adopted by the Travis County Commissioners Court. The rules and policies were adopted to ensure that the implementation of the budget is consistent with Commissioners Court policy and applicable laws.

The Planning and Budget Office (PBO) and the Auditor's Office wish to minimize frustration and confusion as you work within the rules and policies. Please contact either office for assistance or to convey ideas for improving the rules and the guide.

For FY 09, there only are a few substantial changes to the Budget Rules. The Planning and Budget Office and the Auditor's Office will be working together over the next year to substantially review these rules in order to present an easier to follow format for Court approval in FY 10.

Most of the changes this year involve modifications of existing wording to ensure compliance with existing practices and rules (such as an update to the mileage reimbursement per the latest IRS rates); changes in the presentation of information to ensure clarity as well as a few proposed changes to lift restrictions or provide additional restrictions on line items as deemed necessary. The most significant changes are outlined below:

- Delete the restriction of moving between Court ordered services (63xx) and other operating line items. These budget adjustments would be allowed to proceed as Automatic budget adjustments except in the case where PBO believes that the adjustment should be considered by Commissioners Court either as a Transfer, Amendment or Discussion item. Nevertheless, Civil and Criminal Courts' Attorney Fees line item (63-01 and 63-02) continue to be restricted.
- The addition of transfers to other funds line items (90XX) as line items that do not qualify for automatic budget adjustments, with the exception of 90-01 (County Contribution to Grants).
- The addition of clarification language related to departments' responsibility for making personnel decisions within their total appropriation in the Adopted Budget to include internal POPs and non-POPs promotions.
- The addition that projects submitted to the Travis County Reprographics Service Center (TCRSC) will be printed as 2 sided unless 1 sided is specified and justified.
- Changes in the Travel Section that better organize the information and clarification of requirements by the Auditor's Office for reimbursement of travel related expenses. Some of the changes include: the requirement of an Employee ID number for reimbursement requests; modifications to the advance payments made by employees with a personal credit card; requirement to submit mileage reimbursement requests on authorized form within 30 days from the end of the mileage month (as opposed to 90 days).
- Additional language to clarify the County's policy not to pay for food and/or beverages provided at County meetings.
- Change the standard per diem rate (including gratuities) from \$34 to \$39 due to rising costs. This rate has been \$34 since FY 00. The rate paid with receipts is not proposed to change from the current \$50 per day.
- Changes in the grant section allowing PBO to act on behalf of an authorized official for administrative functions in online systems under certain circumstances such as budget adjustments when 1) the official is a member of the Commissioners Court; 2) the grant has already been approved by the Commissioners Court; and 3) the change does not significantly change the scope from what Commissioners Court previously approved.
- Clarification that if an invoice exceeds the amount budgeted in a line item by less than \$10, the County Auditor is authorized to transfer funds automatically to cover the amount from the first operating expense line item within the department with sufficient funds.

RECAPITULATION OF RULES

Basis for the Budget:

The Travis County Budget Order is the sole and complete authority during Travis County Fiscal Year 2009 for expenditure of those funds and for the use of those County resources that are subject to appropriation by the Travis County Commissioners Court.

Primary Rule:

Rule #1. Expenditures and FY 2009 contractual obligations in excess of the amount authorized in a department or office budget are prohibited. In addition, departments and offices cannot expend more funds in any line item than the amount adopted in the budget. If additional funding is desired, the office or department must have the budget amended.
..... p. 9

Budget Adjustments:

Rule #2. All changes to the Adopted Budget require the submission of budget adjustment to PBO. An elected or appointed official or an authorized employee must **approve the submission of the budget adjustment.** p. 9

Rule #3. The table entitled "Budget Authority Responsibility" lists the title of the elected or appointed official who may authorize expenditures, budget adjustments, or financial system access for the budget of their office or department. County or District elected or appointed officials may designate employees in their offices or departments to execute Personnel Action Forms, Expenditure Requisitions, and Budget Adjustments, and to provide financial system access on their behalf. That authority is recognized by PBO, the County Auditor, the County Treasurer, the Purchasing Office, and the Human Resources Management Department upon written notification from the elected or appointed official.
..... p. 9

Rule #4. Offices and departments must submit transfers, amendments, and discussion items to PBO at least 12 days before the Commissioners Court voting session during which they are to be considered..... p. 12

Personnel Budgets:

Rule #5. A department's or office's personnel budget must stay within the amount appropriated in the Adopted Budget on an annualized basis..... p. 13

Capital Funds: (Capital Acquisition Reserves, Certificates of Obligation, Permanent Improvement Road Bonds.)

Rule #6. If appropriated funds are left over after a capital project is completed or a capital item is purchased, a department or office cannot automatically transfer the unused funds to another project or purchase without Commissioners Court approval. In addition, funds cannot be transferred between projects or used to purchase items not specifically approved and itemized during the FY 09 Budget process without approval of Commissioners Court. If the capital funds are debt proceeds, they can only be used in accordance with the covenants in the Official Statement..... p. 15

Rule #7. If bond funds are left over after the completion of all of the 1984 Voter Approved Road Capital Improvement Projects, including right-of-way litigation associated with those

projects, the remaining funds shall be expended on Road and Bridge Projects in Precinct One. p. 15

Encumbrances:

Rule #8. Keep track of your encumbrances and keep them timely. Please refrain from tying up County resources with unnecessary encumbrances. p. 15

Prior Year Encumbrance Reserve:

Rule #9. A reserve for encumbrances is established to pay for contractual obligations made in the previous fiscal year for goods and services to be received in the new fiscal year. The amount budgeted for this reserve is the maximum, not to exceed amount, estimated at the time this budget was adopted.

After the previous fiscal year's accounting records are closed, a portion of the estimated budgeted reserve is applied by the County Auditor to pay for the previous fiscal year's accrued expenditures for goods and services received in that year; the remaining amount becomes the actual amount available for the new fiscal year expenditures for contractual obligations made during the previous fiscal year.

The reserve for encumbrances may be reappropriated by the Commissioners Court to the new fiscal year as budget amendments in the individual office or department budget line items for the purpose and for the vendor to which the contractual obligation and encumbrances were originally applied. Any canceled prior year encumbrance may result in the County Auditor moving these funds from the budget of the department/office to the County's Allocated Reserve for reappropriation by the Commissioners Court.

..... p. 16

Prior Year Pre-Encumbrance Reserve:

Rule #10: A reserve for pre-encumbrances is established to reserve funds for projects initiated in the previous fiscal year and to be expended in the new fiscal year, but for which no contractual obligation yet exists. The reserve for pre-encumbrances may be reappropriated by the Commissioners Court in the new fiscal year as budget adjustments in the individual office or department budget line items. The County Auditor submits the list of pre-encumbrances to PBO for review and recommendations to the Commissioners Court for reappropriations. Any canceled pre-encumbrances over \$50 automatically result in the County Auditor's funds verification approval being revoked, with these funds being moved from the budget of the office or department to the County's Allocated Reserve and made available for reappropriation by the Commissioners Court..... p. 16

Printing/Mailing Rule:

Rule #11. Use of the central support services line items to produce mailing labels, address mailings or print lists of more than 500 names or items is restricted unless the mailing is: (1) required by law; or (2) specifically approved by the Commissioners Court.

..... p. 16

Travel:

Rule #12. All travel expenses must be encumbered on a County authorized travel encumbrance form prior to traveling. If funds are not encumbered, the County Auditor may require approval by Commissioners Court before disbursement. To receive reimbursement, travelers must file an expense report, using the County's authorized Travel Reimbursement Form, and all required receipts with the County Auditor within 30

days after the last day of travel. The employee and employee's supervisor must approve the report. The County Auditor may request Commissioners Court approval for reimbursement requests received over 30 days after the last day of travel. The Auditor will interpret any requests for deviations within the intent of the travel rules and sound fiscal policy. Elected and appointed officials have the right to establish travel procedures and policies for their own departments, which may reimburse at a rate less than the County's established reimbursement rates. p. 17

Rule #12A. International business travel and travel to Alaska & Hawaii must be approved by Commissioner's Court prior to travel and encumbering of funds

This rule does not apply to international travel and travel to Alaska and Hawaii that relates to criminal investigations, prosecutions, extradition or similar criminal justice purposes where prior approval by Commissioners Court could thwart the purpose due to delay or public disclosure of the purpose of the trip. p. 17

Rule #12B. International travel that includes renting a vehicle, either in a foreign country or rented to travel into a foreign country, are required to select vehicle rental insurance offered by the rental agency. Insurance coverage should include damage to the rental vehicle and to a third party vehicle and bodily injury. p. 17

Rule #13. Travel advances may be paid at the discretion of the County Auditor. p. 21

Recruiting and Hiring for High Level Positions:

Rule #14. The Commissioners Court may approve the use of County funds to pay for travel arrangements and food/non-alcoholic beverages to entertain applicants when recruiting nationally for top level positions. Commissioners Court approval must be granted prior to the travel for the applicant to be reimbursed. The job applicants are reimbursed at the same rates used for current County personnel. Moving expenses and employment agency fees may also be paid for these positions if approved in advance by the Commissioners Court. Moving expenses must be supported by receipts. Departments and offices must notify Payroll before any expenses are paid. p. 22

Long Distance and Cellular Phone Expenses:

Rule # 15. All County personnel must certify that long distance toll charges and cellular phone air time charges on County telecommunication equipment were for official County business. If any charges are not for official business, the official or employee must reimburse the County immediately after they are notified of the charges and are determined to be for personal use. p. 22

Grants:

Rule #16. Grants from public or private sources received during the fiscal year are budgeted by the Commissioners Court upon certification of the revenue by the County Auditor. Application for grants must be submitted in accordance with the following rules. p. 22

Vehicle Take-Home Policy:

Rule #17. Use of County vehicles is authorized by this budget for county business and in accordance with Chapter 40 of the Travis County Code. p. 27

County Auditor's Budget Adjustment Authority:

Rule #18. The County Auditor has the authority, under the following circumstances, to adjust budgets without prior approval from the office or department, but included on the weekly consent motion submitted to Commissioners Court. p. 28

Authorization for Reimbursed Agreements - Fund 475

Rule #19. Some approved agreements budgeted in Fund 475 (Contractual Capital Projects) by the County require expenditure of County funds until those expenditures are reimbursed by the funding entity. All expenditures for reimbursable agreements within Fund 475 that have been approved by Commissioners Court and for which revenue has been certified by the County Auditor are authorized until resources from the funding entity are available for reimbursement. Offices and departments should request an advance payment rather than agree to a reimbursement arrangement whenever possible. If the total of expenditures and encumbrances of the fund result in a deficit fund balance, the office/department will be required to request a transfer into the fund from other office/departmental resources. p. 30

Travis County Budget Rules

PRIMARY RULE

Rule #1. Expenditures and FY 2009 contractual obligations in excess of the amount authorized in a department or office budget are prohibited. In addition, departments and offices cannot expend more funds in any line item than the amount adopted in the budget. If additional funding is desired, the office or department must have the budget amended.

The Commissioners Court wishes to grant offices and departments significant flexibility in managing the funds that are appropriated as long as the office or department does not exceed its total budget. Expenditures and contractual obligations in excess of the amount authorized in a budget are prohibited. If a department or office incurs an expenditure for which they do not have a valid budget, they will be expected to reallocate funds internally to fund the shortfall. This may require actions as extreme as reducing staff. Mandated services must be given highest priority. The Commissioners Court does not intend to fund budget shortfalls retroactively from Allocated Reserves or Unallocated Reserves.

BUDGET ADJUSTMENTS

Budget adjustments are any changes to the Adopted Budget. Adjustments generally involve moving funds from one account to another, but can also include budgeting new inter-governmental contracts, grant contracts, gifts, or donations.

All adjustments shall be processed through the automated budget adjustment application found on the Travis County intranet with the exception of any adjustment determined by the County Auditor or PBO to require a paper adjustment form (such as the LCRA Fund Transfers approved quarterly). Instructions for using the automated budget adjustment system can be found at <http://tcnet/depts/aud/budgetadjustmentusermanual070329.pdf>

Rule #2. All changes to the Adopted Budget require the submission of a budget adjustment to PBO. An elected or appointed official or an authorized employee must approve the submission of the budget adjustment.

Rule #3. The table entitled "Budget Authority Responsibility" lists the title of the elected or appointed official who may authorize expenditures, budget adjustments, or financial system access for the budget of their office or department. County or District elected or appointed officials may designate employees in their offices or departments to execute Personnel Action Forms, Expenditure Requisitions, and Budget Adjustments, and to provide system financial access on their behalf. That authority is recognized by PBO, the County Auditor, the County Treasurer, the Purchasing Office and the County Human Resources Management Department upon written notification from the elected or appointed official. (The Budget Authority Responsibility table is in the Appendix.)

Budget adjustments fall into two categories: those that need specific review and approval by Commissioners Court and those that the Commissioners Court has authorized PBO to process without further Commissioners Court review. Based on the guidelines below, PBO determines if the budget adjustment needs specific Commissioners Court approval.

Budget Adjustments That Can Be Approved “Automatically” - Automatic Budget Adjustments:

House Bill 2458 approved in the 79th Regular Session of the Texas Legislature allows the Commissioners Court to authorize PBO to sign budget adjustments and send them directly to the County Auditor's Office for auditing and updating to the financial system without further approval if they involve moving money within a department's or office's Adopted Budget (at the Executive Manager level for those departments), **and**

- The Commissioners Court must approve any transfers from any allocated reserve, unallocated reserve, or other reserve line item within a Fund or a department, save for arbitrage rebate disbursements exempted by the exception to rule # 6.
- Do not commit the County to additional funding in the next fiscal year;
- Do not use one-time funding for on-going commitments;
- Do not use one-time savings for on-going commitments;
- Do not move monies between funds (a reclassification of expenditures may be warranted in these special cases);
- In the case of capital funds (either Capital Acquisition Resources Account or Certificates of Obligation), do not purchase items or projects that are inconsistent with those approved by Commissioners Court in the budget process;
- In the case of Bond funds (or Certificates of Obligation), do not purchase items or projects that are inconsistent with the covenant in the bond documents as well as the language in the corresponding Official Statement (including transfers from reserves);
- Do not involve moving money out of a line item that PBO believes may have insufficient funding to meet the obligations of the department or office through the remainder of the fiscal year;
- Do not involve moving money out of a Centrally Budgeted Line Item (see page 35 for list);
- Do not involve moving money into or out of the Wellness Clinic Division (#46) in the Employee Health Benefits Fund (526);
- Do not involve money out of transfer to other funds #90XX, with the exception of 90-01 (County Contribution to Grants) without Commissioners Court approval;
- Do not involve moving funds from the following line items or programs that have received significant additional resources in the last few years. Funds may be moved within these programs without Commissioners Court approval, but no funds can be moved from these programs without Commissioners Court approval:

Utilities & Leases
#4801—Utilities
#6102—Leases

Sheriff Medical Services
#6033—Medical Services
#6015—Housing Prisoners

District Clerk Jury Fees
#6310—Grand Jury Fees
#6314—Petit Jury Fees

Criminal and Civil Courts Attorney Fees

#6301—Attorney Fees - Civil

#6302— Attorney Fees - Criminal

- Do not involve moving funds from the #2003 Hospitalization line item except to another Hospitalization account;
- Do not involve moving money into or out of the following General Fund, or Special Fund, line items:
 - #0101—Regular Salaries – Elected Officials**
 - #0401—Regular Salaries - Appointed Employees**
 - #0701—Regular Salaries - Permanent Employees**
 - #0712—Regular Salaries – POPS Employees**
 - #0713—Regular Salaries - Associate Judges**
 - #1301—Regular Salaries - Visiting Judges**

There are six exceptions to this rule:

1. If documentation of a slot vacancy, such as a slot number that can be verified as vacant by Human Resources Management, accompanies adjustments from 0701, 0712 or 0713, offices and departments can automatically move funds budgeted in 0701—Regular Salaries - Permanent Employees, 0712—Regular Salaries - POPS Employees, or 0713—Regular Salaries – Associate Judges and the associated fringe benefit line-items if it involves moving them:
 - a) to 0701—Regular Salaries- Regular Employees, 0712—Regular Salaries - POPS Employees or 0713—Regular Salaries – Associate Judges in another division when a slot is reassigned to another division;
 - b) to 0801—Regular Salaries-Temporary Employees to temporarily fill a vacant regular position;
 - c) to a Contract Employment Service line item (such as 6008, 6033, 6035 and 4014 etc.) to temporarily fill a vacant regular position.
 - d) to 1101—Overtime for employees performing the duties of positions that are vacant.
 - e) to 1301— Visiting Judge- if backfilling for a vacant Judge position.
2. Offices and departments can automatically transfer funds from salary and benefit line items to correct projected negative balances in other salary and benefit line items and to make technical corrections. This includes moving from #1501 Performance Based Pay to salary line items based on approved compensation awards. However, sufficient funds must exist in the line item from which funds are moved to accommodate the remainder of the fiscal year.
3. If the funds requested to be moved are from Grant accounts and/or Bond fund accounts, and the change is allowed by the grantor and/or bond provisions, then the transfer may be treated as an automatic adjustment.
4. Funds may be moved automatically to accommodate changes in line items related to Interlocal agreements.
5. If a department provides documentation of a change in duty rotation from one division to another within a department, personnel budget adjustments can be made as automatics to reflect the move.
6. If a department is transferring from a cell phone line item to a benefit line item to implement a cell phone allowance within a department.

Automatic budget adjustments may also be made at PBO's discretion to correct administrative or technical errors. PBO has the authority to process as automatic budget adjustments needed to correct projected negative line items in personnel accounts.

Automatic budget adjustments may also be made at PBO's discretion to correct administrative errors to budget transfers previously submitted to and approved by Commissioners Court. Because the Court has already ordered the transfer according to the misinformation presented in the original transfer request, an automatic adjustment can correct the error only if the Court's intent in approving the appropriate transfer is clearly documented and the correction is consistent with the order. For example, a budget transfer request included a line item number containing a typographical error and the support documentation provided with the transfer included a description of the proper account location. As the court's intent to transfer from the proper location can be presumed from the totality of the documentation, the error can be corrected.

Automatic budget adjustments also include budget adjustments between departments if the adjustment is related to a centrally budgeted line item or if one department procures a service or item on behalf of another department. These inter-departmental budget adjustments must adhere to the guidelines outlined above for all automatic budget adjustments.

Please plan that automatic budget adjustments are generally processed in two working days from receipt by PBO to allow for PBO review (24 hours) and County Auditor's Office auditing and system update (24 hours). Budget adjustments could take longer if there are any questions or issues that arise during the review process.

Budget Adjustments That Need Specific Review by Commissioners Court:

Budget Adjustments that are classified as Transfers, Amendments, or Discussion items are posted on a Commissioners Court voting session for Commissioners Court approval before they are audited and updated by the County Auditor's Office.

Rule #4. Offices and Departments must submit transfers, amendments, and discussion items to PBO at least 12 days before the Commissioners Court voting session during which they are to be considered.

Departmental requests for a budget adjustment (transfer, amendment, or discussion item) must be submitted to PBO with sufficient documentation of the issue to ensure that it is placed on the agenda at the earliest possible time. Lack of sufficient back-up information may delay the posting of the item.

In emergencies, the Executive Manager for PBO or the PBO Budget Manager may schedule a transfer, amendment, or discussion as an add-on budget adjustment. Emergency budget adjustments can be placed on the agenda no later than 72 hours before the item is to appear before Commissioners Court. For example, emergency budget adjustments must be placed on the agenda no later than the Friday prior to the Tuesday that the item is to appear on Commissioners Court.

The types of budget adjustments that need Commissioners Court approval are described below:

Transfer Budget Adjustments. Transfers are budget adjustments within an office or department that do not meet the criteria for an Automatic Budget Adjustment outlined above. Such transfers include movement from the programmatic line items and salary line items outlined above that do not meet the criteria for automatic budget adjustments. If PBO concurs with these items, PBO places them on the Commissioners Court agenda as Transfers. If PBO does not concur or if there are issues that need to be discussed with Commissioners Court, PBO places them on the Commissioners Court agenda as Discussion items.

Budget Transfers can also include modifications to the adopted capital projects or purchases list regardless of the need to move the funds to another line item.

Amendment Budget Adjustments. Amendments are budget adjustments involving the movement of funds from any reserve account to a departmental expenditure account. For example, adjustments from any Allocated Reserve to a departmental operating line item are considered amendments. In addition, budget adjustments from special fund reserves or from Capital Fund reserves (otherwise known as the 400's funds) are amendments and need Commissioners Court approval. Also, budget adjustments between departments that do not meet the criteria outlined above for automatic budget adjustments are considered budget amendments.

Budget Amendments also include budget augmentations that occur after the beginning of the fiscal year. Budget augmentations proposed after the beginning of the fiscal year are considered for funding if the Commissioners Court indicated during the budget mark-up process that the proposal was not yet fully developed and should be considered for funding from Allocated Reserve. This is traditionally accomplished by the Commissioners Court approving an earmark on the Allocated Reserve or the Capital Acquisition Resource (CAR) Reserve. Such proposals are also considered if they are of an emergency nature, funding cannot be identified internally, and it cannot be delayed until the following fiscal year without a very significant negative impact on the department or office or its service.

If PBO concurs with these items, PBO places them on the Commissioners Court agenda as Amendments. If not, or if there are issues that need to be discussed with Commissioners Court, PBO places them on the Commissioners Court agenda as Discussion items.

Discussion Budget Adjustments. Budget adjustments become discussion items on the Commissioners Court agenda when PBO determines that the request warrants further consideration. These items could fall into the category of Automatic Budget Adjustments, Transfers, or Amendments. Typically, these are items that do not have PBO's concurrence.

Items that are often included as discussion items are budget adjustments

- that appear to make a programmatic change not consistent with Commissioners Court policy;
- that warrant further consideration due to the financial condition of the department, office, or County;
- that raise issues which may need additional programmatic or policy review before a decision is made.

General Budget Adjustment Guidance:

Budget adjustments from a salary line item must include the slot number of the vacant position associated with the resources being requested to be transferred.

If you have a program change, a new grant, or any other item to discuss with the Commissioners Court that affects the budget, please work with your PBO analyst to make sure the appropriate budget adjustment is on the same Commissioners Court session as the agenda item to expedite the process.

Budget adjustments are not allowed to or from line items with specialized CAR activity numbers to line items with different activity numbers.

PERSONNEL BUDGETS

Departments and offices are appropriated a fixed amount of funding for the fiscal year and are expected to make expenditure decisions including personnel actions within the confines of that allocation.

Rule #5. A department's or office's personnel budgets must stay within the amount appropriated in the Adopted Budget on an annualized basis.

Departments are encouraged to utilize permanent salary savings to increase green-circled positions to the minimum of the pay grade or implement other high priority compensation issues.

The budget base for subsequent fiscal years is the same as the prior year unless Commissioners Court has approved permanent modifications to the budget. Departments and offices are responsible for

making overall hiring decisions as well as other personnel decisions such as internal POPs and non-POPs promotions within the total appropriation in the Adopted Budget and are encouraged to regularly monitor the status of the personnel budget.

Negative Salary and Benefit Line Items

Although the County has an obligation to pay employees for the time they work, negative balances in salary and related benefit line items violate Budget Rules #1 and #5. Offices and departments should monitor their projected expenditures in their salary and benefit line items and make the appropriate budget adjustments prior to a balance becoming negative. In addition, if an office or department is notified that it has incurred a negative balance in a salary or benefit line item, it must submit a budget adjustment to PBO as soon as possible to correct the problem for the remainder of the fiscal year.

Overtime

All elected and appointed officials, executive managers and department heads are expected to manage their payroll budgets. Employees should not be authorized to work when there is not a budgeted appropriation to pay for that work unless there is an emergency.

Unbudgeted overtime is prohibited, except when the Commissioners Court or an elected county or district officer declares an emergency, and Emergency overtime must be reported to the County Auditor, PBO and the Commissioners Court within 5 days of the occurrence.

Budget transfers must be made by the office/department through PBO to cover shortages prior to the subsequent payroll. If the payroll line items are still negative at the time the subsequent payroll tape is processed, the County Auditor will make an automatic budget transfer(s) to cover the negative balances from any line item that has sufficient funds to cover the shortage.

Vacation Time in lieu of Compensation

An employee's maximum vacation time earned may be modified in lieu of compensation at the discretion of the Commissioners Court without increasing the maximum vacation allowed to be carried forward.

Unspent Hospitalization Funds to the Employee Health Benefits Fund-County Employees

Any year-end balances in the hospitalization premium line items (line items 2003 and 2103) after consideration of any hospitalization contra accounts will remain within the fund in which they are budgeted and fall to the ending fund balance. In some previous years, the General Fund hospitalization premium savings were transferred to the Employee Health Benefits Fund as a strategy to stabilize the fund. This transfer is not anticipated to be required in the near future but the need will continue to be evaluated on an annual basis during the budget process. Restricted fund sources, such as grants, special revenue funds and bond funds will only be transferred to the extent allowed by the rules governing the use of the funds.

CAPITAL FUNDS

The County invests in capital assets through appropriations from the General Fund and Special Revenue funds, and in Capital Project funds through revenue from the sale of bonds and Certificates of Obligation. Capital assets are defined in the Travis County Code Chapter 27, Capital Assets.

The County generally pays for capital assets with funds from debt issues (Road Bonds, Permanent Improvement Bonds, or Certificates of Obligation) or from funds in the CAR account. The CAR account is used for most capital projects or items and is also used to pay for one-time equipment expenditures that do not fit within the definition of capital assets, such as computers that have a unit cost of less than \$5,000. Capital project funds, including all CAR account funds, can be used only for purchases approved by the Commissioners Court. In addition, if the capital funds are debt proceeds, they can only be used in accordance with the covenants in the Official Statement.

Rule #6. If appropriated funds are left over after a capital project is completed or a capital item is purchased, a department or office cannot automatically transfer the unused funds to another project or purchase without Commissioners Court approval. In addition, funds cannot be transferred between projects or used to purchase items not specifically approved and itemized during the FY 09 Budget process without approval of Commissioners Court. If the capital funds are debt proceeds, they can only be used in accordance with the covenants in the Official Statement.

Rule #7. If bond funds are left over after the completion of all of the 1984 Voter Approved Road Capital Improvement Projects, including right of way litigation associated with those projects, the remaining funds shall be expended on Road and Bridge Projects in Precinct One.

Exception to rule #6:

The Planning and Budget Office (PBO) has the authority to process budget transfers that do not exceed \$15,000 as automatic transfers for capital projects resulting from actual realized savings (not projected savings), unless a policy issue surfaces that PBO believes requires the attention of the Commissioners Court. The Court is interested in being informed about and approving the use of existing savings for capital projects in excess of \$15,000. For purposes of arbitrage rebate disbursements to the IRS, PBO may transfer unused funds, including reserves, within a bond fund, but must notify the Commissioners Court at its next regular scheduled meeting.

ENCUMBRANCES

Encumbrances are reservations of funds made with purchase orders, contracts, or salary commitments and must be covered by an appropriation. The encumbrances are liquidated when these claims are paid.

Rule #8. Keep track of your encumbrances and keep them timely. Please refrain from tying up County resources with unnecessary encumbrances.

On a quarterly basis, departments and offices shall submit to the County Auditor an "Over 90 Day Old Encumbrance Report." Departments/Offices should review this encumbrance report and mark any encumbrances that can legally be unencumbered. Reports should be signed by authorized personnel and submitted no later than 30 days following the end of the quarter. This report can be generated from the custom options menu (GMBA) on the HTE financial system.

PRIOR YEAR ENCUMBRANCE RESERVE

Rule #9. A reserve for encumbrances ¹ is established to pay for contractual obligations made in the previous fiscal year for goods and services to be received in the new fiscal year. The amount budgeted for this reserve is the maximum, not to exceed amount, estimated at the time the budget was adopted.

After the previous fiscal year's accounting records are closed, a portion of the estimated budgeted reserve is applied by the County Auditor to pay for the previous fiscal year's accrued expenditures for goods and services received in that year; the remaining amount becomes the actual amount available for the new fiscal year expenditures for contractual obligations made during the previous fiscal year.

¹ For the purposes of Rule # 9 and #10, the term "encumbrance" and "pre-encumbrance" shall mean "rollover" and "rebudgeted" items.

The reserve for encumbrances may be reappropriated by the Commissioners Court to the new fiscal year as budget amendments in the individual office or department budget line items for the purpose and for the vendor to which the contractual obligation and encumbrances were originally applied. Any canceled prior year encumbrance may result in the County Auditor moving these funds from the budget of the department/office to the County's Allocated Reserve for reappropriation by the Commissioners Court.

PRIOR YEAR PRE-ENCUMBRANCE RESERVE

Rule #10: A reserve for pre-encumbrances is established to reserve funds for projects initiated in the previous fiscal year and to be expended in the new fiscal year, but for which no contractual obligation yet exists. The reserve for pre-encumbrances may be reappropriated by the Commissioners Court in the new fiscal year as budget adjustments in the individual office or department budget line items. The County Auditor submits the list of pre-encumbrances to PBO for review and recommendations to the Commissioners Court for reappropriations. Any canceled pre-encumbrances over \$50 automatically result in the County Auditor's funds verification approval being revoked, with these funds being moved from the budget of the office or department to the County's Allocated Reserve and made available for reappropriation by the Commissioners Court.

PRINTING/MAILING RESTRICTIONS:

Rule #11. Use of the central support services line items to produce mailing labels, address mailings or print lists of more than 500 names or items is restricted unless the mailing is: (1) required by law; or (2) specifically approved by the Commissioners Court.

The Travis County Reprographics Service Center (TCRSC) must keep one file copy of all documents printed and indicate the number of copies made. You cannot use TCRSC resources to print more than 500 copies a month of the same letter, newsletter or notice unless the additional copies are: (1) required by law; or (2) specifically approved by the Commissioners Court.

The TCRSC may only print official documents of Travis County government or those authorized by the Commissioners Court. Projects shall be printed as 2 sided unless 1 sided is specified and justified. Outside agency contractual authorization for printing must accompany each work order. Persons placing printing orders must affirm on the work order that the materials ordered are for official use.

TRAVEL

Travis County will pay vendors and/or reimburse employees and officials who travel for County business. Travel expenditures for non-County employees and or volunteers, for professional development, must be approved by the Commissioners Court prior to the actual travel unless the department has a policy that has been previously approved by Commissioners Court. The policy must be on file with the Auditor's office. The travel expenditure rules cannot cover every travel variation. Securing travel arrangements at the lowest cost may result in a loss of flexibility should emergencies arise. Booking policies of a specific travel industry vendor may require an exception to standard county travel procedures. The County Auditor will interpret, audit and approve travel expenses and reimbursements to facilitate the timely conduct of county business in the current climate of rapidly changing travel industry requirements. The Auditor will make travel payment decisions in accordance with the following rules:

Rule #12. All travel expenses must be encumbered, on a County authorized travel encumbrance form, prior to traveling. If funds are not encumbered, the County Auditor may require approval by Commissioners Court before disbursement. To receive reimbursement, travelers must file an expense report, using the County's authorized Travel Reimbursement Form, and all required receipts with the County Auditor within 30 days after the last day of travel. The employee and employee's supervisor must approve the report. The County Auditor may request Commissioners Court approval for reimbursement requests received over 30 days after the last day of travel. The Auditor will interpret any requests for deviations within the intent of the travel rules and sound fiscal policy. Elected and appointed officials have the right to establish travel procedures and policies for their own departments which may reimburse at a rate less than the County's established reimbursement rates.

Rule #12A: International business travel and travel to Alaska & Hawaii must be approved by Commissioner's Court prior to travel and encumbering of funds.

This rule does not apply to international travel and travel to Alaska and Hawaii that relates to criminal investigations, prosecutions, extradition or similar criminal justice purposes where prior approval by Commissioners Court could thwart the purpose due to delay or public disclosure of the purpose of the trip.

Rule #12B: International travel that includes renting a vehicle, either in a foreign country or rented to travel into a foreign country, are required to select vehicle rental insurance offered by the rental agency. Insurance coverage should include damage to the rental vehicle and to a third party vehicle and bodily injury.

Travis County government is exempt from sales taxes in the state of Texas, but not from hotel taxes. A sales tax exemption form may be obtained from the Purchasing Office. Reimbursement requests must be submitted on the County's authorized Travel Reimbursement Request Form within 30 days after the last day of travel. This request form must have detailed receipts attached, including receipts for pre-paid expenses.

All Reimbursement requests and encumbrance forms must have the Employee ID# of the traveler.

Advance payments by employees with personal credit card for business travel, will get reimbursed per the disbursement schedule if all travel rules were followed. Department/Offices will be responsible to track these pre payments and ensure the County will reimbursed for the advance payments if the travel does not take place.

Cancelled business travel must be reported to the County Auditor. If expenses were paid in advance such as for airfare, lodging, etc., the traveling employee/official will be responsible for ensuring the County will be refunded these amounts.

REGISTRATION FEES:

- **Paid in advance, Pick up check and encumber only requests must have a completed registration form and/or confirmation of registration with employee and vendor information as support for the expense.**
- **Pay when billed if requested on the encumbrance form. Department/Official must submit bill with Travel ID/PO number for processing.**

- Reimbursement requests must be submitted on the County's authorized Travel Reimbursement Request Form within 30 days after the last day of travel.
- Payments will be processed in accordance with the disbursement schedule.
- If the conference/seminar/training was cancelled and/or the travel did not take place, and if the employee/official failed to timely cancel the registration according to conference/seminar/training vendor's refund policy, the employee/official will be liable for the advanced registration payment and/or any cancelled registration fees.
- Employee/official responsibility can be waived if the failure to use the pre-paid registrations fees is a result of an unanticipated emergency.

ACCOMMODATIONS:

- The County will pay for travel accommodations within the USA, based on the rates, plus taxes (no sales taxes) as follows:
 - Government rates as quoted by the lodging facility.
 - Conference/seminar group rates
 - Best available rates for standard accommodations. Deluxe or Luxury accommodations will be responsibility of employee/official traveling.
 - Single occupancy rate
 - Double or multiple occupancy rates will be paid if two or more employees are sharing a room while on the business trip.
 - Supporting documentation of the lodging facility with the quoted rates must be provided before disbursement.
- Paid in advance. Pick up check, and encumber only requests must have a confirmation of reservation from the lodging facility with employee and lodging facility name/address. If no confirmation, support must be brochure or document with vendor name and address for payment.
- Pay when billed if requested on the encumbrance form. Department/Official must submit bill with Travel ID/PO number for processing.
- Payments will be processed in accordance with the disbursement schedule.
- If the conference/seminar/training was cancelled and/or the travel did not take place, and if the employee/official failed to timely cancel the lodging reservation according to hotel's refund policy, the employee/official will be liable for the advanced lodging payment and/or any cancelled lodging night penalties.
- Employee/official responsibility can be waived for the pre-paid first night lodging only, if the failure to is a result of an unanticipated emergency.
- The night before start of conference/meeting (does not include pre-registration times) and the night after end of conference/meeting will be allowed as part of the business travel expense.
- Saturday night stays not relevant to the travel event requested to be paid/reimbursed, must be justified that the airfare would be less expensive. Justification would be all lodging cost plus the airfare is less than the airfare would be if returning after the end of the training/seminar/conference. Meals would be the responsibility of the traveler.

TRANSPORTATION:

MILEAGE:

- Mileage for business use of a private vehicle is reimbursed at the annual standard rate set by the Internal Revenue Services (currently 58.5 cents per mile for employees, and 14 cents per mile for volunteers, but subject to change as the IRS adjusts the rates). Mileage shall start from the employee's or volunteer's regular work place on business workdays and from the employee's/volunteer's home on non-work days and holidays.
- Only one employee/volunteer may claim mileage reimbursement when more than one employee/volunteer travels in the same vehicle.
- Routine mileage reimbursement requests must be submitted on the authorized mileage form prescribed by the Auditor's office. Form must be submitted to the County Auditor within 30 days from the end of the mileage month.
- The County Auditor will disburse mileage reimbursement requests for combined months provided each month's reimbursement is subtotaled.
- When travel out of county is greater than 1000 miles round-trip, transportation expenses are reimbursed in an amount not to exceed the cost of round-trip coach airfare in effect at the time of the travel encumbrance. Transportation expenses include lodging, meals, and mileage incurred as a result of driving rather than flying. The Commissioners Court must approve exceptions unless the travel involves extradition of prisoners and/or juveniles.
- Grant employees are reimbursed for mileage at the rate specified by the grant.
- The compensation package approved by the Commissioners Court for the following elected and appointed officials makes them ineligible to use a county-owned vehicle on a routine basis and ineligible to assign themselves a County owned vehicle under the Travis County Take Home Vehicle Policy but they can claim reimbursement for local mileage.

Constables 1-5
County Attorney
County Commissioners 1-4
County Judge
County Treasurer

Justices of the Peace 1-5
Purchasing Agent
Tax Assessor-Collector
Medical Examiner

AIRFARE:

- Air fare must not exceed the rate of a non-refundable coach fare in effect at the time of the travel encumbrance. According to various airline policies, changing non-refundable tickets could result in the County buying an additional ticket or paying an additional fee. If the change was to facilitate County business or was out of the control of the traveling employee/official, such as illness or emergency, the employee/official will not be held responsible for the cost of the change. The airline ticket (or comparable electronic document) must be attached to a reimbursement expense report if the trip was not taken. Written notice from Elected/Appointed Official, Executive Manager, or Department Head will be required to be submitted with expense report.
- In order that County staff make necessary business trips at the least possible cost, some tickets may be conditioned upon use for only the date and time purchased.

- The County Auditor will pay for airline tickets when billed by a vendor or as requested by the traveler on the encumbrance report in accordance with the disbursement schedule. The employee or official will be liable for the payment if the airline ticket is not used for the intended travel.
- If the airline ticket is paid in advance, the boarding pass, check in documentation, or certification that the ticket was used, must be attached to the reimbursement expense report.

OTHER TRANSPORTATION:

- The County Auditor will pay for the actual cost of a rental car for the business use when billed by a rental car vendor or as requested by the traveler on the encumbrance form. Payment will be processed in accordance with the disbursement schedule. Justification for the rental car will be required.
- The County will reimburse for the actual cost of a rental car for the business use or if used in conjunction with personal use, prorated days of business use. Justification for rental car will be required.
- Rental of luxury vehicles including but not limited to Hummers, Cadillacs, and Convertibles, will not be paid and/or reimbursed by the County unless justified and approved by Commissioners Court.
- The County reimburses for the actual costs of taxi fares, parking fees, and bus fares if receipts are attached to the reimbursement form.
- Travelers may choose to obtain a ride to Austin-Bergstrom International Airport instead of parking there. In that case, the County reimburses the mileage costs for two round trips to the airport, if the total mileage does not exceed the cost of parking at the airport. The County also reimburses cab fare to and from the airport.
- Other means of transportation, such as Motorcycles, Bicycles, Recreational Vehicles, etc, must be approved by Commissioners' Court.

MEALS:

- The County will reimburse an employee/official for meals in one of the following methods. Only one method of reimbursement is allowed for each trip.
 - Per Diem: \$39.00 per day (includes gratuities) for meals is reimbursed without any receipts required. Partial day per diem is at the discretion of the Department/Office.
 - Actual Pay: Up to \$50.00 per day for meals plus up to 15% gratuities is reimbursed if itemized receipts are submitted with the reimbursement form.
- Banquets, Award Ceremonies, Luncheons, etc will be reimbursed at one of the reimbursement methods above unless included in the Registration Fee.
- The County does not reimburse employees for alcoholic beverages.
- Consistent with the Internal Revenue Code, meal expenses will be reimbursed only when the employee is required to be out of the County overnight, except in the case of Jury Sequestration.
- Department funds may be expended to provide necessary food and beverage expenditures related to emergency or time critical public safety deployments where personnel is prohibited by command staff from leaving the site of the deployment. Deployment must be projected to extend at least two hours

beyond a standard meal break and the law enforcement activity will be compromised if personnel leave the premises before resolution of the activity. Funds are not to be used for solo assignments or individual meals, but to service the group of operational and support staff restricted to a command/staging location or the associated target location. These rules will be strictly enforced, and any disallowed expenditures will be a pro rata taxable employee benefit to the assigned employees. The expenditure documentation must include the original receipts, the names of the deployed employees, and certification of incident and restricted assignment by command staff on a certification form designed by the Auditor's Office. Nothing in this rule prohibits or limits the purchase of water or military style Meals Ready to Eat (MRE's) for employees assigned to outdoor activities if determined by command staff to be necessary for the health and safety of the employees during the assignment

INCIDENTAL EXPENSES:

- The County does not reimburse for extracurricular activities such as golf, tennis, entertainment, movies, tours, sport events, or non business events along with any related costs for such extracurricular activities.
- The County will not pay for fines for violation of the law such as parking tickets, speeding tickets, etc.
- The County will not pay for food and/or beverages provided at meetings, training for County Staff, retreats or training provided on County property. Does not apply if grant allows this type of expense..

Rule # 13. Travel advances may be paid at the discretion of the County Auditor.

- Travel expenses paid directly to employees in advance for Registration, Airfare, Lodging, & Meals, will be considered travel advances. Advance payments to vendors in behalf of a County traveling employee/volunteer/non-County personnel, for registration, airfare and lodging, will considered in the future, when Auditor develops proper procedures for this type of disbursement.
- If a travel advance is requested, employee/official must sign an agreement that will allow the County Auditor to deduct the full advance from the employee's paycheck if the Expense Report is not submitted within 15 days from end of trip.
- The advance form must be signed by both Employee/official and the Department Head/elected official and/or appointed official.
- The County Auditor will develop and publish procedures for employees receiving travel advances, which will account for all advances as expenses and/or reimbursements as appropriate.

TRAVEL EXPENSES IN CONTRACTS:

Contracts for goods, services, and training that require the County to reimburse for travel expenditures to the contractor must include provisions in the contract that will require the travel reimbursements not to exceed the allowances provided to County personnel. Any exceptions to these rates must be brought to Commissioners Court for approval.

ALTERNATE TRAVEL:

Travelers may be reimbursed for alternate travel arrangements (transportation mode, accommodations, or schedule) provided that the cost is not greater than the least expensive alternative. Alternate travel and the associated costs and savings must be approved by the employee's supervisor and fully documented before travel begins. The Commissioner's Court must approve all exceptions.

JURY SEQUESTRATION, & JURY MEALS IN CRIMINAL CASES

A cash fund may be set up for each Judge hearing criminal cases. The fund will be used for jury meals where the Judge determines that an impaneled jury should not separate during mealtime. The County Auditor will determine the amount maintained in each fund. Reimbursement will be paid upon a statement signed by the Judge, and which includes a certification by each juror that they received a meal. If the amount spent for each meal is \$9.00 or less, no receipt is required.

In the event of jury sequestration, the County Auditor is authorized to advance the cost of sequestering in the amount ordered by the sequestering Judge in order to secure lodging. The amount expended for food and lodging shall follow the guidelines approved by Commissioners Court covering travel reimbursement for county employees. The need for jury sequestration may occur after the normal business hours of the county and without sufficient time to call an emergency session of the Court. The normal procedures for claims processing may be adjusted accordingly.

RECRUITING AND HIRING FOR HIGH LEVEL POSITIONS

Rule #14. The Commissioners Court may approve the use of County funds to pay for travel arrangements and food/non-alcoholic beverages to entertain applicants when recruiting nationally for top level positions. Commissioners Court approval must be granted prior to the travel for the applicant to be reimbursed. The job applicants are reimbursed at the same rates used for current County personnel. Moving expenses and employment agency fees may also be paid for these positions if approved in advance by the Commissioners Court. Moving expenses must be supported by receipts. Departments and offices must notify Payroll before any expenses are paid.

LONG DISTANCE AND CELLULAR PHONE EXPENSES

Rule # 15. All County personnel must certify that long distance toll charges and cellular phone air time charges on County telecommunications equipment were for official County business. If any charges are not for official business, the official or employee must reimburse the County immediately after they are notified of the charges and charges are determined to be for personal use.

- All cellular phone airtime charges and cell phone purchases must be made in accordance with Chapter 39 of the Travis County Code, Wireless Communications Policy.
- All long distance phone certifications must be submitted to the Auditor's Office within 30 days after notification of the charges from ITS.
- Any questions surrounding the implementation of the above budget rule or of the appropriateness of any reimbursement or disbursement of long distance phone charges and cellular air time charges may be referred to the Commissioners Court at the discretion of the County Auditor.

GRANTS

In an effort to better coordinate the grant-seeking activities of the County and track the outstanding commitments to provide County matching funds, PBO, the County Attorney, and the County Auditor must review grant applications and contracts before a grant is placed on the agenda for Commissioners Court approval.

Rule #16. Grants from public or private sources received during this fiscal year are budgeted by the Commissioners Court upon certification of the revenue by the County Auditor. Application for grants must be submitted in accordance with the following rules.

For information on the complete grants process, please refer to the Grants Handbook available from the County Auditor.

In the event that a grantor utilizes an online system for approval/modifications to grants, PBO is authorized to act on behalf of the authorized official for grant approving/modifying grants under the following guidelines:

- 1) The grant authorized official is member of the Commissioners Court.
- 2) The grant contract/application has been approved by Commissioners Court.
- 3) The change does not significantly change the scope of service of the grant from what has been approved by Commissioners Court.

Grant Application Approval:

The grant summary sheet must be submitted to PBO electronically as well as three originals of the grant application and one copy of the original (to facilitate multiple copying for Court members) must be submitted to PBO by **Thursday at 5:00 PM**, 12 days prior to the planned Commissioners Court meeting at which the office or department wishes the grant to be included on the agenda. By the same deadline, one copy of the grant summary sheet and one copy of the application, as well as electronic versions, must be submitted to the County Auditor and the County Attorney's Office for review. One copy of the grant summary and one copy of the application must also be submitted to Information & Telecommunications Systems, (ITS) Facilities Management, (FM) and Human Resources Management Department if any new FTEs are involved.

The County Auditor reviews the application for fiscal requirements and the County Attorney reviews it for legal requirements. After receiving approval from these offices, PBO reviews and submits the summary, with a recommendation, for inclusion on the Commissioners Court agenda. PBO's recommendation includes the fiscal impact of FTE contained in the grant, if any. This information will be submitted to PBO by ITS, FM, & HRMD after the review of the information provided by the requesting department or office. The grant summary form is available as a file from PBO and is shown on the next page.

If any changes are made to the grant application, three final originals must be submitted to PBO by Friday at 5:00 PM, two days prior to the Commissioners Court meeting at which the grant is to be considered. If approved, the grant application is signed by the County Judge and is available for pick-up by the office or department in the County Judge's Office.

Direct Cost of Accounting: Please contact the County Auditor for assistance in estimating the direct cost of accounting. Include the estimate in the grant application if the cost is reimbursable. Departments and offices should seek reimbursement for direct accounting costs when applicable.

New Positions: When an office or department applies for a grant which includes new FTEs, the office or department should send a copy of the grant application to HRMD, ITS and FM for their review. It is essential that this is accomplished early in the grant process so that HRMD can match the new proposed position to similar positions or existing job descriptions and ITS and FM can implement any network or space accommodations required. If the transfer of information to HRMD is delayed until after the grant award is accepted, there may be a significant delay before a person can be hired for that new position, particularly if the County has never had a position like the one being requested.

Performance Measures: All grants should have performance measures, including relevant outcome measures. These measures should reflect the current activity of the department or office in the area where grant assistance is requested, as well as the expected impact of the grant on the department's activities. If the grant is for a new program, performance measures should be supplied for the new program. Departments and offices are expected to report to PBO on the performance of a grant six months into the grant period, when applying to continue the grant, and when approval of a renewal contract is requested by Commissioners Court.

GRANT SUMMARY SHEET

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

Department/Division:	
Contact Person:	
Title:	
Phone Number:	

Grant Title:			
Grant Period:	From:		To:
Grantor:			

Check One:	New: <input 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	County Match	In-Kind	<u>TOTAL</u>
Personnel:						0
Operating:						0
Capital Equipment:						0
Indirect Costs:						0
Total:	0	0	0	0	0	0
FTEs:						0.00

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/30/09	9/30/09	
Applicable Depart. Measures						
Measures For Grant						

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

PBO Recommendation:

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

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

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

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.

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

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.

Outstanding Grant Applications: PBO maintains a summary of outstanding grant applications and matching fund commitments. This summary is submitted to Commissioners Court every week as an attachment to the regular Grant Agenda Item. Departments that are notified of the denial of a grant application should inform PBO so that the outstanding grant application summary reflects pending County commitments.

Indirect Costs: The Commissioners Court has adopted an indirect cost plan that includes an indirect cost rate for each department or office. All grant applications should request the appropriate indirect cost as part of any grant application. The requirement to include an indirect cost rate as part of an application may be waived annually if:

- A) The total amount requested, without including indirect costs is less than \$50,000.
- B) If a department or office can provide evidence that including an indirect cost rate will result in rejection of a grant application.

See the Appendix for the approved indirect cost rate for most departments and offices as of July 31, 2007. This information is updated during the year and PBO notifies the departments of any changes. If your department is not listed in the Appendix, please contact your Planning and Budget Analyst.

Grant Contract Approval

When an office or department receives a grant contract, the office or department must first secure authorization from the County Auditor's Office and then forward three originals of the contract, with all required signatures except the County Judge's, to the County Attorney's Office. At the same time, the office or department must submit one copy of the contract, with an electronic copy of the grant summary sheet to PBO, ITS, FM and the County Auditor.

After receiving the three originals with any amendments from the County Attorney's Office, PBO submits the contract for inclusion on the Commissioners Court agenda. If approved, the grant contract is signed by the County Judge and available for pick-up by the office or department in the County Judge's Office.

Revenue Certification: Once the contract has been signed by all parties (including the grantor, if that was not done prior to Commissioners Court approval), the office or department must forward the originals of the contract signed by all parties to the County Clerk and the grantor. A copy of the fully executed contract must be submitted to the County Attorney, the County Auditor, and the Purchasing Office. The County Auditor certifies revenue upon receipt of the fully executed contract.

Budget Amendments: Budget amendments are processed as automatic budget adjustments after approval of the contract by Commissioners Court and certification of revenue by the County Auditor.

Permission to Continue: If a grant renewal contract is not received prior to the effective date of the grant and grant employees are requested to continue on the payroll, offices or departments must submit a Permission to Continue memo to Commissioners Court at least four weeks prior to the end of the grant that is to be renewed. This memo notifies the Commissioners Court that payroll expenses are requested to continue and indicate the expected date that the contract will be signed. This rule applies only to the renewal of grants that have been received in previous years, and for which verbal assurance of continuation from the grantor has been received. A Permission to Continue is only appropriate to allow offices/departments to continue to fund payroll for employees where the grant has an ongoing commitment and there is an unusual, non-recurring delay in receiving a final executed contract. At the time a Permission to Continue memo is submitted to the Commissioners' Court for approval, the office/department should contact PBO to request a budget adjustment to move existing office/department resources to the grant fund, or request an allocation from reserves to the grant fund, until the grant is finalized. Revenue will be certified by the County Auditor when all the normal requirements for a grant contract have been met. Revenue for new grants will not be certified and expenditures cannot be made until a grant contract has been signed.

Budget Adjustments: All budget adjustments must comply with the grantor's requirements for budget adjustments. Any budget adjustments requiring prior grantor approval are not processed until that approval is received. If a grantor de-obligates funding or a portion of funding, a budget adjustment must immediately be sent to PBO reducing each affected revenue and expenditure line item.

Purchasing: Grant purchases are not exempt from County purchasing laws. Offices or departments must coordinate with the Purchasing Office when procuring either services or commodities using grant funds. In addition to County purchasing laws, purchases must comply with all applicable federal or state laws and contractual restrictions required in the grant. Purchase of items with a unit cost exceeding \$5,000 must be incorporated into the fixed asset management system. This applies to any items located on County property for which the County is liable, regardless of the source of funding. Items are tagged with a color code denoting the source of funding.

Authorization for Reimbursed Grants: Many of the grants received by the County require expenditures of County funds until those expenditures are accepted and reimbursed by the grantor. All expenditures for reimbursable grants that have been approved by the Commissioners Court and for which revenue has been certified by the County Auditor are authorized until grant funds are available for reimbursement. Offices or departments should request an advance payment rather than agree to a reimbursement arrangement whenever possible.

Expenditures funded from grant funds that are not allowed under the General Fund require a written letter of approval/authorization from the grantor.

Vehicles funded through Grant Funds: If a department plans on purchasing a vehicle using grant funds, all the associated costs for the vehicle, such as fuel and maintenance, need to be covered by the grant funds. In the event that the grant will not cover such costs, the department should either reallocate resources to TNR to fund the fuel and maintenance or request additional funding from Commissioners Court. Any additional funding requests for fuel and maintenance should be coordinated with the approval of the grant contract.

VEHICLE TAKE-HOME POLICY

Rule #17. Use of County vehicles is authorized by this budget for county business and in accordance with Chapter 40 of the Travis County Code.

PERFORMANCE BASED PAY AND EMPLOYEE RECOGNITION

The Performance Based Pay (PBP) system is a mechanism for providing financial compensation for outstanding performance, experience and achievement. Departments and offices award PBP consistent with the rules established by the Commissioners Court.

If an office/department has funds in an employee recognition line item, the recognition expense is not to exceed \$50.00 per employee. Amount of recognition expense should be limited to the cost of a plaque including engraving, lapel pins or other token of recognition. Food, refreshments, decorations, entertainment or other expenses associated with a ceremony, reception or dinner are not allowed.

COMPUTER SOFTWARE TRAINING

All computer software training for Windows and Microsoft Office products is performed by ITS. No other office or department is authorized to solicit services for this training unless training sessions are not provided by ITS within 60 days. No payment for this training is made by the County Auditor without an accompanying written authorization from ITS.

COUNTY AUDITOR'S BUDGET ADJUSTMENT AUTHORITY

Rule #18. The County Auditor has the authority, under the following circumstances, to adjust budgets without prior approval from the office or department,.

End of Year Personnel Balances:

For expenditures incurred during the last two pay periods of the fiscal year, the County Auditor may transfer funds automatically to cover projected shortages in salary and fringe benefits line items. The County Auditor may transfer:

- (1) projected surplus salary and fringe funds within and among offices or departments;
- (2) funds from the General Fund reserve, Special Revenue Fund reserves, Capital Projects reserves, and Internal Service Fund reserve, whichever is appropriate; and

The County Auditor must present a list of the adjustments to PBO for approval by Commissioners Court.

During the year, the County Auditor's Payroll Division may override negative balances to process payroll. Offices or departments should promptly submit budget adjustments to PBO to cover negative balances. See the Budget Rules for PBO's authority to transfer funds if the office or department allows a payroll line item to remain negative. As it relates to Overtime, budget transfers must be made by the office/department through PBO to cover shortages prior to the subsequent payroll. If the payroll line items are still negative at the time the subsequent payroll is processed, the County Auditor will make an automatic budget transfer(s) to cover the negative balances from any line item that has sufficient funds to cover the shortage.

Insurance and FSA Administration Fees:

The County Auditor is authorized to pay insurance and FSA administration fees and reimbursements as approved by the Commissioners Court in the employee benefit contract.

Termination Pay:

The County Auditor may transfer funds from the appropriate Salary line item in an office or department to the Termination Pay line item to cover termination pay. All payments for accrued vacation, sick leave, and compensatory time are charged to the Termination Pay line item. No funds are budgeted in the Termination Pay account until the expenditures are made. The Termination Pay transfer should occur at least monthly to balance the line item.

Adjustments for Expenditures Less Than \$10:

If an invoice exceeds the amount budgeted in a line item by less than \$10, the County Auditor is authorized to transfer funds automatically to cover the budget deficit and avoid delay in processing the invoice. These funds are transferred from the first operating expense line item with sufficient funds. In the case of Grants, the transfer must be approved by the Auditor's Grant Financial Analyst.

Payment of Interest:

The County Auditor is authorized to transfer funds automatically to line item 7510—(Interest) within the budget of an office or department to cover the cost of interest on overdue invoices per the Prompt Payment Act. These funds are transferred from the first operating expense line item with sufficient funds. In the case of Grants, Bond funds, and other funds that do not allow interest payments, the interest will be charged to the department/office general fund budget.

TAX REFUNDS

The County Auditor automatically debits contra revenue accounts (General Fund and Debt Service) to refund current and prior year tax appeals of appraised values. Interest refunds for prior year taxes shall be paid from a budgeted line item in General Administration.

The Tax Assessor Collector calculates the expenditure requirements for tax refunds and submits these amounts to PBO for approval by the Commissioners Court.

CONTINGENT LIABILITIES

The County Auditor has the authority to record contingent liabilities as defined by generally accepted accounting principles to accurately reflect the financial position of the County. The Commissioners Court, County Attorney, Risk Manager, and other elected or appointed officials should notify the County Auditor in a timely manner of any potential contingent liabilities affecting any of the County funds on the County's financial records. The County Auditor notifies the Commissioners Court, and the County Attorney and, where applicable, the Risk Manager of significant contingent liabilities that are recorded on the County's financial records.

INTERFUND TRANSFERS

Interfund transfers are movements of money between budgetary funds. Those that are adopted in the budget process are summarized in the Budget Recapitulation as "Other Financing Sources." The transfers are subject to the following rules:

- The County Auditor may make "transfers in" the funds controlled by Commissioners Court from non-budgetary government funds that are at the discretion of elected officials, the Corporations' Boards of Directors, or the State of Texas (i.e., CAPSO, DAPSO, CSCD, etc.) as directed by the appropriate official.
- The County Auditor may only make "transfers out" of funds if approved by Commissioners Court (budgetary funds) or approved by the responsible official (non-budgetary discretionary funds).
- The County Auditor transfers funds at 1/12 of the budgeted amount on a monthly basis, unless otherwise specifically notified by PBO. If a calculation of the transfer must be made during the fiscal year, PBO performs the calculation and provides the County Auditor the amount to be transferred.
- The transfer is limited to funds available in the transferring fund. If funds are not available in the transferring fund, a transfer is made only up to the amount of available funds. If the receiving fund is at a deficit, the County Auditor, after review and approval by PBO, is authorized to transfer in a sufficient amount to cover the deficit up to the budgeted amount.

MID-YEAR CERTIFICATION OF REVENUES

State law limits revenue which can be certified mid-year for immediate appropriation and expenditure. The County Auditor may certify public or private grant or aid money, donations and intergovernmental contract revenue which was not included in the budget for use in the current fiscal year. Offices or departments wishing to request certification of such money during the fiscal year should contact the County Auditor for assistance.

Authorization for Reimbursed Agreements - Fund 475

Rule #19. Some approved agreements budgeted in Fund 475 (Contractual Capital Projects) by the County require expenditure of County funds until those expenditures are reimbursed by the funding entity. All expenditures for reimbursable agreements within Fund 475 that have been approved by Commissioners Court and for which revenue has been certified by the County Auditor are authorized until the resources from the funding entity are available for reimbursement. Offices and departments should request an advance payment rather than agree to a reimbursement arrangement whenever possible. If the total of expenditures and encumbrances of the fund result in a deficit fund balance, the office/department will be required to request a transfer into the fund from other office/departmental resources or reserves.

APPENDICES

I. Personnel Slot List

A list of the budgeted personnel slots for Fiscal Year 09 is attached to the copy of the approved budget filed with the County Clerk. The list contains the following information for each slot within an office or department: job title, whether the position is full-time or part-time, and effective date. Offices or departments may only hire for regular positions according to this slot list unless otherwise allowed by law or approved by Commissioners Court.

II. County Benefits

Fringe benefits of offices and departments are budgeted based on the County Benefits Policy. A copy of the policy is on file at the County Clerk's Office. The current benefit calculation rates as of October 1, 2008 are shown below.

Base Salary	
FICA OASDI (line item 2002)	Base Salary (up to \$102,300) x 0.062
Hospitalization (line item 2003)	Months on Payroll x \$629
Life Insurance (line item 2004)	Months on Payroll x \$6.55
Retirement (line item 2005)	Base Salary x .1071
Workers Compensation Insurance (line item 2006)	Base Salary x 0.75 x "WCI Factor" Shown below
FICA Medicare (line item 2007)	Base Salary x 0.0145

Please contact your Planning and Budget Analyst for Workers Compensation Insurance "WCI Factor" for position types not shown below:

Job Description	"WCI Factor"
PRINTING	0.0187
INSECT CONTROL	0.0237
INSULATION WORK & DRIVERS	0.0463
ROAD EMPLOYEES - PAVING	0.0346
ROAD MAINT MGMT PERSONNEL	0.0092
DRIVERS	0.0362
AIRPORT, HELICOPTER OPR	0.0226
LAW ENFORCEMENT, AMBULANC	0.0179
AUTO MECHANICS	0.0175
ENGINEERS, SURVEYORS	0.0032
CLERICAL	0.0026
VET HOSP & ANIMAL CONTROL	0.0096
CLINICAL PROFESSIONALS	0.0028
HOSP PROFESSIONAL & CLERK	0.0071
BUILDING MAINT & JANITOR	0.0226
PARKS & RECREATION	0.0257

III. Budget Authority Responsibility

Below is a list of officials (or their designee, authorized in writing to the County Auditor, Purchasing Office, PBO, and HRMD) who are responsible for and may authorize expenditures from the budgets of their office or department.

Dept #	Office or Department Name	Responsible Official
01	County Judge	County Judge
02	Commissioner - Precinct 1	Commissioner Precinct 1
03	Commissioner - Precinct 2	Commissioner Precinct 2
04	Commissioner - Precinct 3	Commissioner Precinct 3
05	Commissioner - Precinct 4	Commissioner Precinct 4
06	County Auditor	County Auditor
07	County Treasurer	County Treasurer
08	Tax Assessor-Collector	Tax Assessor-Collector
09	Planning & Budget	Executive Manager, Planning and Budget
10	General Administration	County Judge/Commissioners Court
11	Human Resource Management	Executive Manager, Administrative Operations
12, 90	Information and Telecommunication Systems	Executive Manager, Administrative Operations
1413	Travis County Exposition Center	Executive Manager, Administrative Operations
14, 91	Facilities Management	Executive Manager, Administrative Operations
15	Purchasing & Inventory Management.	Purchasing Agent
16	Veterans Service Office	Executive Manager Health, Human and Veterans Services
17	Historical Commission	Chairperson, Hist. Comm.
18	Agricultural Extension Svc.	Executive Manager Health, Human and Veterans Services
19	County Attorney	County Attorney
20	County Clerk	County Clerk
21	District Clerk	District Clerk
22, 93	Civil Courts	Administrative Judge/Civil Courts.
23	District Attorney	District Attorney
24, 94	Criminal Courts	Administrative Judge/Criminal Courts
25	Probate Court	Probate Judge
26	Justice of Peace - Precinct 1	Justice of the Peace, Precinct 1
27	Justice of Peace - Precinct 2	Justice of the Peace, Precinct 2
28	Justice of Peace - Precinct 3	Justice of the Peace, Precinct 3
29	Justice of Peace - Precinct 4	Justice of the Peace, Precinct 4
30	Justice of Peace - Precinct 5	Justice of the Peace, Precinct 5
31	Constable - Precinct 1	Constable, Precinct 1
32	Constable - Precinct 2	Constable, Precinct 2
33	Constable - Precinct 3	Constable, Precinct 3
34	Constable - Precinct 4	Constable, Precinct 4
35	Constable - Precinct 5	Constable, Precinct 5
36	Dispute Resolution Center	Director, Dispute Resolution Center
37	Sheriff	County Sheriff
38	Medical Examiner	Executive Manager, Emergency Services
39	Community Supervision & Corrections	Director, Community Supervision & Corrections

40	Travis County Counseling and Educational Services (TCCES)	Executive Manager, Justice and Public Safety
42	Pretrial Services	Director, Community Supervision & Corrections
43	Juvenile Public Defender	Executive Manager, Justice and Public Safety
45	Juvenile Probation	Chief, Juvenile Probation Officer
47	Emergency Services	Executive manager, Emergency Services
49, 92	Transportation and Natural Resources	Executive Manager, TNR
54	Civil Service Commission	Civil Service Officer
55	Criminal Justice Planning	Executive Manager, Justice and Public Safety
57	Records Management and Communication Resources	Executive Manager, Administrative Operations
58	Health and Human Services	Executive Manager Health, Human and Veterans Services
59	Emergency Medical Services	Executive Manager, Emergency Services

IV. Indirect Cost Rates

Below is the list of indirect cost rates for each department or office to be used for applying for grants.

Approved by Commissioners Court on July 31, 2007

Dpt #	Department Name	Calculated Rate
01	County Judge	190.66%
02	Commissioner - Precinct 1	40.94%
03	Commissioner - Precinct 2	40.32%
04	Commissioner - Precinct 3	52.08%
05	Commissioner - Precinct 4	32.58%
08	Tax Assessor-Collector	71.13%
13	Exposition Center	0%
16	Veterans Service Office	69.20%
18	Agricultural Extension Service	61.66%
19	County Attorney	46.08%
20	County Clerk	49.32%
21	District Clerk	44.72%
22	Civil Courts	39.35%
23	District Attorney	22.12%
24	Criminal Courts	46.46%
25	Probate Court	27.74%
26	Justice of Peace – Precinct 1	37.02%
27	Justice of Peace – Precinct 2	21.82%
28	Justice of Peace – Precinct 3	23.89%
29	Justice of Peace – Precinct 4	28.04%
30	Justice of Peace – Precinct 5	41.81%
31	Constable - Precinct 1	38.41%
32	Constable - Precinct 2	35.86%
33	Constable - Precinct 3	26.50%
34	Constable - Precinct 4	29.94%
35	Constable - Precinct 5	36.24%
37	Sheriff	18.53%
38	Medical Examiner	55.17%
39	Community Supervision & Corrections	19.91%
40	Counseling and Educational Services	22.59%
42	Pretrial Services	40.50%
43	Juvenile Public Defender	24.90%
45	Juvenile Court	21.87%
47	Emergency Services	88.61%
49	Transportation and Natural Resources	50.36%
54	Civil Service Commission	23.89%
55	Criminal Justice Planning	54.06%
58	Health and Human Services	45.48%
	Composite Travis County Rate	29.68%

V. Central Line Items

Centrally Budgeted Line Items are expenses that are budgeted in one support department instead of being allocated to each user department. The following line items generally are centrally budgeted:

Dept/Div

- 11-41—HRMD Risk Management Ergonomic Improvements**
 - #3001—Office Equipment & Supply**
 - #3011—Building Maintenance**
 - #6033—Medical Services**

- 12-30—Information and Telecommunication Systems/Technical Support**
 - #5002—Maintenance Agreements**
 - #5012—Repairs - Telephone Equipment**

- 12-30—Information and Telecommunication Systems/Technical Support**
 - #4104—Communication - Trunk Lines**

- 12-50—Information and Telecommunication Systems/Network Support**
 - #5002—Maintenance Agreements**

- 47-05—Emergency Services/Communications**
 - #5008—Repairs - Radios**

- 15-10—Purchasing**
 - #6029—Advertising/Public Notices**

- 49-52—Transportation and Natural Resources/County Fleet Maintenance**
 - #3023—Fuel, Oil, Lubricants**
 - #3021—Repairs - Autos & Trucks**

- 57-15—Records Management and Communication Resources/
Copiers/Central Repair**
 - #5001—Maintenance Agreements**
 - #5005—Repairs - Furniture & Office Equipment**
 - #5007—Repairs - Other Equipment**
 - #6103—Rent or Lease Equipment (Copiers)**

- 57-50—Records Management and Communication Resources/Mail Services**
 - #4102—Postage/Freight Out**

- 57-70—Records/Consulting**
 - #6099—Other Purchased Services**

- 90-XX—Centralized Computer Services**

- 91-XX—Centralized Rent and Utilities**
 - #4801—Utilities**
 - #6102—Rent-Land & Buildings**

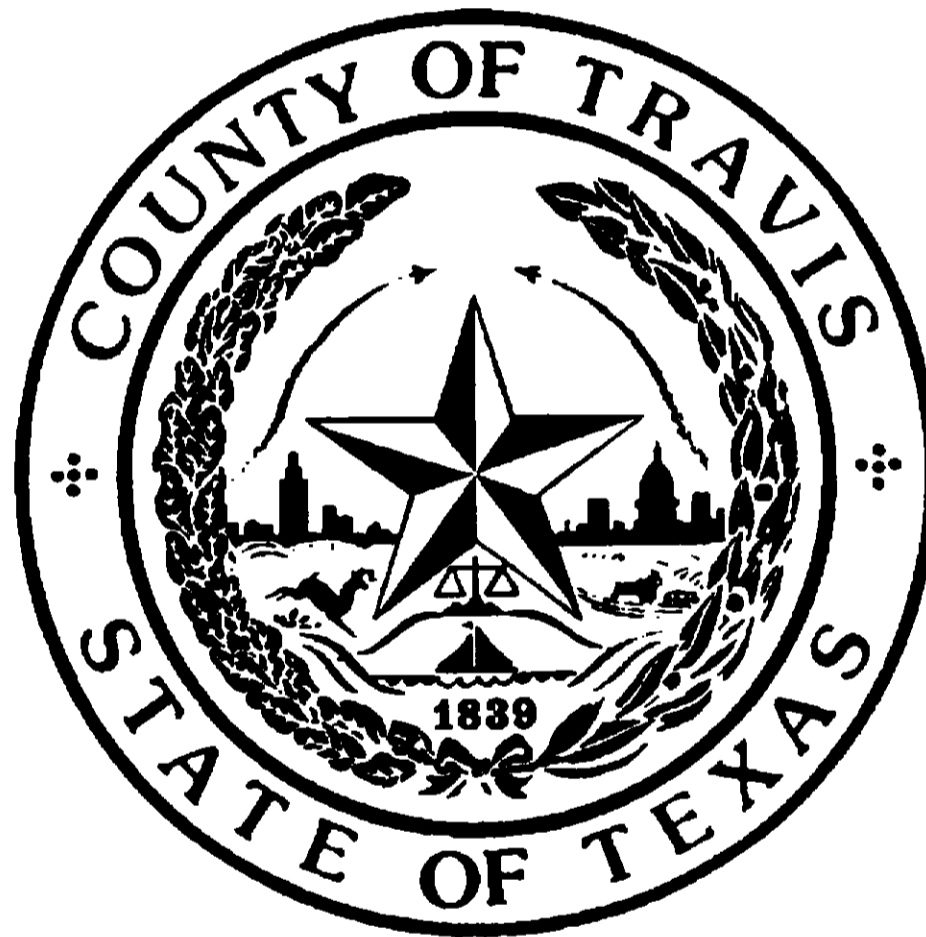
- 92-XX—Centralized Fleet Services**

Contact List for Centrally Budgeted Line Items

Type of Expenditure	Department	Contact #
Ergonomic Improvements	HRMD	854-9165
Communications Trunk & Computer Repairs	ITS	854-9666
Radio Repairs	ES	854-4785
Utilities, Rent, and Building Repairs	Facilities Mgt.	854-9661
Public Notice Advertising	Purchasing	854-9700
Vehicle Fuel or Repairs	TNR	854-9383
All Records Management Central Line Items (Paper, Law Library Services, Printing, Television Services, Records Storage, Records Management Consulting, Imaging Services, and Postage)	RMCR	854-9575

**GUIDE TO LIVING WITH THE FY
20082009
TRAVIS COUNTY BUDGET**

**Also Known As:
Travis County Budget Rules**



**Office of Planning & Budget
314 W. 11th Street, Suite 540
Austin, Texas 78701**

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INTRODUCTION

This document contains the Fiscal Year 2008~~2009~~ budget rules and policies adopted by the Travis County Commissioners Court. The rules and policies were adopted to ensure that the implementation of the budget is consistent with Commissioners Court policy and applicable laws.

The Planning and Budget Office (PBO) and the Auditor's Office wish to minimize frustration and confusion as you work within the rules and policies. Please contact either office for assistance or to convey ideas for improving the rules and the guide.

For FY 0809, there only are a few substantial changes to the Budget Rules. The Planning and Budget Office and the Auditor's Office will be working together over the next year to substantially review these rules in order to present an easier to follow format for Court approval in FY 10.

Most of the changes this year involve modifications of existing wording to ensure compliance with existing practices and rules (such as an update to the mileage reimbursement per the latest IRS rates); changes in the presentation of information to ensure clarity as well as a few proposed changes to lift restrictions or provide additional restrictions on line items as deemed necessary. The most significant changes are outlined below:

- Delete restriction of moving between Court ordered services (63xx) and other operating line items. These budget adjustments would be allowed to proceed as Automatic budget adjustments except in the case where PBO believes that the adjustment should be considered by Commissioners Court either as a Transfer, Amendment or Discussion item. Nevertheless, Civil and Criminal Courts' Attorney Fees line item (63-01 and 63-02) continue to be restricted.
 - The addition of transfers to other funds line items (90XX) as line items that do not qualify for automatic budget adjustments, with the exception of 90-01 (County Contribution to Grants).
 - The addition of clarification language related to departments' responsibility for making personnel decisions within their total appropriation in the Adopted Budget to include internal POPs and non-POPs promotions.
 - The addition that projects submitted to the Travis County Reprographics Service Center (TCRSC) will be printed as 2 sided unless 1 sided is specified and justified.
 - Changes in the Travel Section that better organize the information and clarification of requirements by the Auditor's Office for reimbursement of travel related expenses. Some of the changes include: the requirement of an Employee ID number for reimbursement requests; modifications to the advance payments made by employees with a personal credit card; requirement to submit mileage reimbursement requests on authorized form within 30 days from the end of the mileage month (as opposed to 90 days).
 - Additional language to clarify the County's policy not to pay for food and/or beverages provided at County meetings.
 - Change the standard per diem rate (including gratuities) from \$34 to \$39 due to rising costs. This rate has been \$34 since FY 00. The rate paid with receipts is not proposed to change from the current \$50 per day.
 - Changes in the grant section allowing PBO to act on behalf of an authorized official for administrative functions in online systems under certain circumstances such as budget adjustments when 1) the official is a member of the Commissioners Court, 2) the grant has already been approved by the Commissioners Court, and 3) the change does not significantly change the scope from what Commissioners Court previously approved.
 - Clarification that if an invoice exceeds the amount budgeted in a line item by less than \$10, the County Auditor is authorized to transfer funds automatically to cover the amount from the first operating expense line item within the department with sufficient funds.
- Additional language in the Budget Adjustment section requiring use of the electronic budget adjustment system unless otherwise required by the County Auditor or PBO.

- One additional restriction involving the ~~transfer of monies~~ between funds with a caveat noting that reclassifications of expenditures ~~may be an acceptable~~ alternative.
- The addition of District Clerk Jury Fees ~~to the list of line~~ items not qualified for automatic budget adjustments.
- Change in the handling of year-end balances ~~in the hospitalization premium line items~~. In some previous years ~~the General Fund hospitalization premium savings were transferred to the Employee Health Benefits Fund as a strategy to stabilize the fund~~. This transfer is not anticipated to be required in the near future ~~but the need will continue to be evaluated on an annual basis during the budget process~~.
- A reorganization of the Travel section ~~including additional language explicitly restricting the use of luxury rental vehicles~~.
- A new Grant Summary Sheet ~~has been included that includes a "Permission to Continue" check-off box~~. In addition, the ~~permission to continue grant~~ section now includes language addressing budget amendments or adjustments ~~required to cover the grant related payroll expenditures related to these grant renewals~~.
- A new requirement to first secure County Auditor approval prior to seeking Commissioners Court approval of grant contracts. This requirement ~~has been~~ in place informally since mid-year FY 07.
- A new rule relating to emergency or time-critical public safety deployments and the purchase of food and/or beverages ~~for such emergency assignments~~.

RECAPITULATION OF RULES

Basis for the Budget:

The Travis County Budget Order is the sole and complete authority during Travis County Fiscal Year ~~2008~~2009 for expenditure of those funds and for the use of those County resources that are subject to appropriation by the Travis County Commissioners Court.

Primary Rule:

Rule #1. Expenditures and FY ~~2008~~2009 contractual obligations in excess of the amount authorized in a department or office budget are prohibited. In addition, departments and offices cannot expend more funds in any line item than the amount adopted in the budget. If additional funding is desired, the office or department must have the budget amended.
..... p. 9

Budget Adjustments:

Rule #2. All changes to the Adopted Budget require the submission of budget adjustment to PBO. An elected or appointed official or an authorized employee must **approve the submission of the budget adjustment.** p. 9

Rule #3. The table entitled "Budget Authority Responsibility" lists the title of the elected or appointed official who may authorize expenditures, budget adjustments, or financial system access for the budget of their office or department. County or District elected or appointed officials may designate employees in their offices or departments to execute Personnel Action Forms, Expenditure Requisitions, and Budget Adjustments, and to provide financial system access on their behalf. That authority is recognized by PBO, the County Auditor, the County Treasurer, the Purchasing Office, and the Human Resources Management Department upon written notification from the elected or appointed official.
..... p. 9

Rule #4. Offices and departments must submit transfers, amendments, and discussion items to PBO at least 12 days before the Commissioners Court voting session during which they are to be considered..... p. 12

Personnel Budgets:

Rule #5. A department's or office's personnel budget must stay within the amount appropriated in the Adopted Budget on an annualized basis..... p. 13

Capital Funds: (Capital Acquisition Reserves, Certificates of Obligation, Permanent Improvement Road Bonds.)

Rule #6. If appropriated funds are left over after a capital project is completed or a capital item is purchased, a department or office cannot automatically transfer the unused funds to another project or purchase without Commissioners Court approval. In addition, funds cannot be transferred between projects or used to purchase items not specifically approved and itemized during the FY ~~0809~~ Budget process without approval of Commissioners Court. If the capital funds are debt proceeds, they can only be used in accordance with the covenants in the Official Statement..... p. 15

Rule #7. If bond funds are left over after the completion of all of the 1984 Voter Approved Road Capital Improvement Projects, including right-of-way litigation associated with those

projects, the remaining funds shall be expended on Road and Bridge Projects in Precinct One. p. 15

Encumbrances:

Rule #8. Keep track of your encumbrances and keep them timely. Please refrain from tying up County resources with unnecessary encumbrances. p. 15

Prior Year Encumbrance Reserve:

Rule #9. A reserve for encumbrances is established to pay for contractual obligations made in the previous fiscal year for goods and services to be received in the new fiscal year. The amount budgeted for this reserve is the maximum, not to exceed amount, estimated at the time this budget was adopted.

After the previous fiscal year's accounting records are closed, a portion of the estimated budgeted reserve is applied by the County Auditor to pay for the previous fiscal year's accrued expenditures for goods and services received in that year; the remaining amount becomes the actual amount available for the new fiscal year expenditures for contractual obligations made during the previous fiscal year.

The reserve for encumbrances may be reappropriated by the Commissioners Court to the new fiscal year as budget amendments in the individual office or department budget line items for the purpose and for the vendor to which the contractual obligation and encumbrances were originally applied. Any canceled prior year encumbrance may result in the County Auditor moving these funds from the budget of the department/office to the County's Allocated Reserve for reappropriation by the Commissioners Court.

..... p. 16

Prior Year Pre-Encumbrance Reserve:

Rule #10: A reserve for pre-encumbrances is established to reserve funds for projects initiated in the previous fiscal year and to be expended in the new fiscal year, but for which no contractual obligation yet exists. The reserve for pre-encumbrances may be reappropriated by the Commissioners Court in the new fiscal year as budget adjustments in the individual office or department budget line items. The County Auditor submits the list of pre-encumbrances to PBO for review and recommendations to the Commissioners Court for reappropriations. Any canceled pre-encumbrances over \$50 automatically result in the County Auditor's funds verification approval being revoked, with these funds being moved from the budget of the office or department to the County's Allocated Reserve and made available for reappropriation by the Commissioners Court..... p. 16

Printing/Mailing Rule:

Rule #11. Use of the central support services line items to produce mailing labels, address mailings or print lists of more than 500 names or items is restricted unless the mailing is: (1) required by law; or (2) specifically approved by the Commissioners Court.

..... p. 16

Travel:

Rule #12. All travel expenses must be encumbered on a County authorized travel encumbrance form prior to traveling. If funds are not encumbered, the County Auditor may require approval by Commissioners Court before disbursement. To receive reimbursement, travelers must file an expense report, using the County's authorized Travel Reimbursement Form, and all required receipts with the County Auditor within 30

days after the last day of travel. The employee and employee's supervisor must approve the report. The County Auditor may request Commissioners Court approval for reimbursement requests received over 30 days after the last day of travel. The Auditor will interpret any requests for deviations within the intent of the travel rules and sound fiscal policy. Elected and appointed officials have the right to establish travel procedures and policies for their own departments, which may reimburse at a rate less than the County's established reimbursement rates. p. 17

Rule #12A. International business travel and travel to Alaska & Hawaii must be approved by Commissioner's Court prior to travel and encumbering of funds

This rule does not apply to international travel and travel to Alaska and Hawaii that relates to criminal investigations, prosecutions, extradition or similar criminal justice purposes where prior approval by Commissioners Court could thwart the purpose due to delay or public disclosure of the purpose of the trip. p. 17

Rule #12B. International travel that includes renting a vehicle, either in a foreign country or rented to travel into a foreign country, are required to select vehicle rental insurance offered by the rental agency. Insurance coverage should include damage to the rental vehicle and to a third party vehicle and bodily injury. p. 17

Rule #13. Travel advances may be paid at the discretion of the County Auditor. p. 21

Recruiting and Hiring for High Level Positions:

Rule #14. The Commissioners Court may approve the use of County funds to pay for travel arrangements and food/non-alcoholic beverages to entertain applicants when recruiting nationally for top level positions. Commissioners Court approval must be granted prior to the travel for the applicant to be reimbursed. The job applicants are reimbursed at the same rates used for current County personnel. Moving expenses and employment agency fees may also be paid for these positions if approved in advance by the Commissioners Court. Moving expenses must be supported by receipts. Departments and offices must notify Payroll before any expenses are paid. p. 22

Long Distance and Cellular Phone Expenses:

Rule # 15. All County personnel must certify that long distance toll charges and cellular phone air time charges on County telecommunication equipment were for official County business. If any charges are not for official business, the official or employee must reimburse the County immediately after they are notified of the charges and are determined to be for personal use. p. 22

Grants:

Rule #16. Grants from public or private sources received during the fiscal year are budgeted by the Commissioners Court upon certification of the revenue by the County Auditor. Application for grants must be submitted in accordance with the following rules. p. 22

Vehicle Take-Home Policy:

Rule #17. Use of County vehicles is authorized by this budget for county business and in accordance with Chapter 40 of the Travis County Code. p. 27

County Auditor's Budget Adjustment Authority:

Rule #18. The County Auditor has the authority, under the following circumstances, to adjust budgets without prior approval from the office or department, but included on the weekly consent motion submitted to Commissioners Court. p. 28

Authorization for Reimbursed Agreements - Fund 475

Rule #19. Some approved agreements budgeted in Fund 475 (Contractual Capital Projects) by the County require expenditure of County funds until those expenditures are reimbursed by the funding entity. All expenditures for reimbursable agreements within Fund 475 that have been approved by Commissioners Court and for which revenue has been certified by the County Auditor are authorized until resources from the funding entity are available for reimbursement. Offices and departments should request an advance payment rather than agree to a reimbursement arrangement whenever possible. If the total of expenditures and encumbrances of the fund result in a deficit fund balance, the office/department will be required to request a transfer into the fund from other office/departmental resources. p. 30

Travis County Budget Rules

PRIMARY RULE

Rule #1. Expenditures and FY 2008~~2009~~ contractual obligations in excess of the amount authorized in a department or office budget are prohibited. In addition, departments and offices cannot expend more funds in any line item than the amount adopted in the budget. If additional funding is desired, the office or department must have the budget amended.

The Commissioners Court wishes to grant offices and departments significant flexibility in managing the funds that are appropriated as long as the office or department does not exceed its total budget. Expenditures and contractual obligations in excess of the amount authorized in a budget are prohibited. If a department or office incurs an expenditure for which they do not have a valid budget, they will be expected to reallocate funds internally to fund the shortfall. This may require actions as extreme as reducing staff. Mandated services must be given highest priority. The Commissioners Court does not intend to fund budget shortfalls retroactively from Allocated Reserves or Unallocated Reserves.

BUDGET ADJUSTMENTS

Budget adjustments are any changes to the Adopted Budget. Adjustments generally involve moving funds from one account to another, but can also include budgeting new inter-governmental contracts, grant contracts, gifts, or donations.

All adjustments shall be processed through the automated budget adjustment application found on the Travis County intranet with the exception of any adjustment determined by the County Auditor or PBO to require a paper adjustment form (such as the LCRA Fund Transfers approved quarterly). Instructions for using the automated budget adjustment system can be found at <http://tcnet/depts/aud/budgetadjustmentusermanual070329.pdf>

Rule #2. All changes to the Adopted Budget require the submission of a budget adjustment to PBO. An elected or appointed official or an authorized employee must approve the submission of the budget adjustment.

Rule #3. The table entitled "Budget Authority Responsibility" lists the title of the elected or appointed official who may authorize expenditures, budget adjustments, or financial system access for the budget of their office or department. County or District elected or appointed officials may designate employees in their offices or departments to execute Personnel Action Forms, Expenditure Requisitions, and Budget Adjustments, and to provide system financial access on their behalf. That authority is recognized by PBO, the County Auditor, the County Treasurer, the Purchasing Office and the County Human Resources Management Department upon written notification from the elected or appointed official. (The Budget Authority Responsibility table is in the Appendix.)

Budget adjustments fall into two categories: those that need specific review and approval by Commissioners Court and those that the Commissioners Court has authorized PBO to process without further Commissioners Court review. Based on the guidelines below, PBO determines if the budget adjustment needs specific Commissioners Court approval.

Budget Adjustments That Can Be Approved "Automatically" - Automatic Budget Adjustments:

House Bill 2458 approved in the 79th Regular Session of the Texas Legislature allows the Commissioners Court to authorize PBO to sign budget adjustments and send them directly to the County Auditor's Office for auditing and updating to the financial system without further approval if they involve moving money within a department's or office's Adopted Budget (at the Executive Manager level for those departments), and

- The Commissioners Court must approve any transfers from any allocated reserve, unallocated reserve, or other reserve line item within a Fund or a department, save for arbitrage rebate disbursements exempted by the exception to rule # 6.
- Do not commit the County to additional funding in the next fiscal year;
- Do not use one-time funding for on-going commitments;
- Do not use one-time savings for on-going commitments;
- Do not move monies between funds (a reclassification of expenditures may be warranted in these special cases);
- In the case of capital funds (either Capital Acquisition Resources Account or Certificates of Obligation), do not purchase items or projects that are inconsistent with those approved by Commissioners Court in the budget process;
- In the case of Bond funds (or Certificates of Obligation), do not purchase items or projects that are inconsistent with the covenant in the bond documents as well as the language in the corresponding Official Statement (including transfers from reserves);
- Do not involve moving money out of a line item that PBO believes may have insufficient funding to meet the obligations of the department or office through the remainder of the fiscal year;
- Do not involve moving money out of a Centrally Budgeted Line Item (see page 35 for list);
- Do not involve moving money into or out of the Wellness Clinic Division (#46) in the Employee Health Benefits Fund (526);
- Do not involve money out of transfer to other funds #90XX with the exception of 90-01 (County Contribution to Grants) without Commissioners Court approval.
- Do not involve moving funds from the following line items or programs that have received significant additional resources in the last few years. Funds may be moved within these programs without Commissioners Court approval, but no funds can be moved from these programs without Commissioners Court approval:

~~Court-ordered line items beginning with an element object code of 6300 through 6399 may be transferred to another line item within 6300 and 6399, but may not be transferred out of a 6300 through 6399 line item without Commissioners Court approval.~~

Utilities & Leases

#4801—Utilities

#6102—Leases

Sheriff Medical Services

#6033—Medical Services

#6015—Housing Prisoners

District Clerk Jury Fees
#6310—Grand Jury Fees
#6314—Petit Jury Fees

Criminal and Civil Courts Attorney Fees
#6301—Attorney Fees - Civil
#6302— Attorney Fees - Criminal

- Do not involve moving funds from the #2003 Hospitalization line item except to another Hospitalization account;
- Do not involve moving money into or out of the following General Fund, or Special Fund, line items:
 - #0101—Regular Salaries – Elected Officials
 - #0401—Regular Salaries - Appointed Employees
 - #0701—Regular Salaries - Permanent Employees
 - #0712—Regular Salaries – POPS Employees
 - #0713—Regular Salaries - Associate Judges
 - #1301—Regular Salaries - Visiting Judges

There are six exceptions to this rule:

1. If documentation of a slot vacancy, such as a slot number that can be verified as vacant by Human Resources Management, accompanies adjustments from 0701, 0712 or 0713, offices and departments can automatically move funds budgeted in 0701—Regular Salaries - Permanent Employees, 0712—Regular Salaries - POPS Employees, or 0713—Regular Salaries – Associate Judges and the associated fringe benefit line-items if it involves moving them:
 - a) to 0701—Regular Salaries- Regular Employees, 0712—Regular Salaries - POPS Employees or 0713—Regular Salaries – Associate Judges in another division when a slot is reassigned to another division;
 - b) to 0801—Regular Salaries-Temporary Employees to temporarily fill a vacant regular position;
 - c) to a Contract Employment Service line item (such as 6008, 6033, 6035 and 4014 etc.) to temporarily fill a vacant regular position.
 - d) to 1101—Overtime for employees performing the duties of positions that are vacant.
 - e) to 1301— Visiting Judge- if backfilling for a vacant Judge position.
2. Offices and departments can automatically transfer funds from salary and benefit line items to correct projected negative balances in other salary and benefit line items and to make technical corrections. This includes moving from #1501 Performance Based Pay to salary line items based on approved compensation awards. However, sufficient funds must exist in the line item from which funds are moved to accommodate the remainder of the fiscal year.
3. If the funds requested to be moved are from Grant accounts and/or Bond fund accounts, and the change is allowed by the grantor and/or bond provisions, then the transfer may be treated as an automatic adjustment.
4. Funds may be moved automatically to accommodate changes in line items related to Interlocal agreements.
5. If a department provides documentation of a change in duty rotation from one division to another within a department, personnel budget adjustments can be made as automatics to reflect the move.

6. If a department is transferring from a cell phone line item to a benefit line item to implement a cell phone allowance within a department.

Automatic budget adjustments may also be made at PBO's discretion to correct administrative or technical errors. PBO has the authority to process as automatic budget adjustments needed to correct projected negative line items in personnel accounts.

Automatic budget adjustments may also be made at PBO's discretion to correct administrative errors to budget transfers previously submitted to and approved by Commissioners Court. Because the Court has already ordered the transfer according to the misinformation presented in the original transfer request, an automatic adjustment can correct the error only if the Court's intent in approving the appropriate transfer is clearly documented and the correction is consistent with the order. For example, a budget transfer request included a line item number containing a typographical error and the support documentation provided with the transfer included a description of the proper account location. As the court's intent to transfer from the proper location can be presumed from the totality of the documentation, the error can be corrected.

Automatic budget adjustments also include budget adjustments between departments if the adjustment is related to a centrally budgeted line item or if one department procures a service or item on behalf of another department. These inter-departmental budget adjustments must adhere to the guidelines outlined above for all automatic budget adjustments.

Please plan that automatic budget adjustments are generally processed in two working days from receipt by PBO to allow for PBO review (24 hours) and County Auditor's Office auditing and system update (24 hours). Budget adjustments could take longer if there are any questions or issues that arise during the review process.

Budget Adjustments That Need Specific Review by Commissioners Court:

Budget Adjustments that are classified as Transfers, Amendments, or Discussion items are posted on a Commissioners Court voting session for Commissioners Court approval before they are audited and updated by the County Auditor's Office.

Rule #4. Offices and Departments must submit transfers, amendments, and discussion items to PBO at least 12 days before the Commissioners Court voting session during which they are to be considered.

Departmental requests for a budget adjustment (transfer, amendment, or discussion item) must be submitted to PBO with sufficient documentation of the issue to ensure that it is placed on the agenda at the earliest possible time. Lack of sufficient back-up information may delay the posting of the item.

In emergencies, the Executive Manager for PBO or the PBO Budget Manager may schedule a transfer, amendment, or discussion as an add-on budget adjustment. Emergency budget adjustments can be placed on the agenda no later than 72 hours before the item is to appear before Commissioners Court. For example, emergency budget adjustments must be placed on the agenda no later than the Friday prior to the Tuesday that the item is to appear on Commissioners Court.

The types of budget adjustments that need Commissioners Court approval are described below:

Transfer Budget Adjustments. Transfers are budget adjustments within an office or department that do not meet the criteria for an Automatic Budget Adjustment outlined above. Such transfers include movement from the programmatic line items and salary line items outlined above that do not meet the criteria for automatic budget adjustments. If PBO concurs with these items, PBO places them on the Commissioners Court agenda as Transfers. If PBO does not concur or if there are issues that need to be

discussed with Commissioners Court, PBO places them on the Commissioners Court agenda as Discussion items.

Budget Transfers can also include modifications to the adopted capital projects or purchases list regardless of the need to move the funds to another line item.

Amendment Budget Adjustments. Amendments are budget adjustments involving the movement of funds from any reserve account to a departmental expenditure account. For example, adjustments from any Allocated Reserve to a departmental operating line item are considered amendments. In addition, budget adjustments from special fund reserves or from Capital Fund reserves (otherwise known as the 400's funds) are amendments and need Commissioners Court approval. Also, budget adjustments between departments that do not meet the criteria outlined above for automatic budget adjustments are considered budget amendments.

Budget Amendments also include budget augmentations that occur after the beginning of the fiscal year. Budget augmentations proposed after the beginning of the fiscal year are considered for funding if the Commissioners Court indicated during the budget mark-up process that the proposal was not yet fully developed and should be considered for funding from Allocated Reserve. This is traditionally accomplished by the Commissioners Court approving an earmark on the Allocated Reserve or the Capital Acquisition Resource (CAR) Reserve. Such proposals are also considered if they are of an emergency nature, funding cannot be identified internally, and it cannot be delayed until the following fiscal year without a very significant negative impact on the department or office or its service.

If PBO concurs with these items, PBO places them on the Commissioners Court agenda as Amendments. If not, or if there are issues that need to be discussed with Commissioners Court, PBO places them on the Commissioners Court agenda as Discussion items.

Discussion Budget Adjustments. Budget adjustments become discussion items on the Commissioners Court agenda when PBO determines that the request warrants further consideration. These items could fall into the category of Automatic Budget Adjustments, Transfers, or Amendments. Typically, these are items that do not have PBO's concurrence.

Items that are often included as discussion items are budget adjustments

- that appear to make a programmatic change not consistent with Commissioners Court policy;
- that warrant further consideration due to the financial condition of the department, office, or County;
- that raise issues which may need additional programmatic or policy review before a decision is made.

General Budget Adjustment Guidance:

Budget adjustments from a salary line item must include the slot number of the vacant position associated with the resources being requested to be transferred.

If you have a program change, a new grant, or any other item to discuss with the Commissioners Court that affects the budget, please work with your PBO analyst to make sure the appropriate budget adjustment is on the same Commissioners Court session as the agenda item to expedite the process.

Budget adjustments are not allowed to or from line items with specialized CAR activity numbers to line items with different activity numbers.

PERSONNEL BUDGETS

Departments and offices are appropriated a fixed amount of funding for the fiscal year and are expected to make expenditure decisions including personnel actions within the confines of that allocation.

Rule #5. A department's or office's personnel budgets must stay within the amount appropriated in the Adopted Budget on an annualized basis.

Departments are encouraged to utilize permanent salary savings to increase green-circled positions to the minimum of the pay grade or implement other high priority compensation issues.

The budget base for subsequent fiscal years is the same as the prior year unless Commissioners Court has approved permanent modifications to the budget. Departments and offices are responsible for making overall hiring decisions as well as other personnel decisions such as internal POPs and non-POPs promotions within the total appropriation in the Adopted Budget and are encouraged to regularly monitor the status of the personnel budget.

Negative Salary and Benefit Line Items

Although the County has an obligation to pay employees for the time they work, negative balances in salary and related benefit line items violate Budget Rules #1 and #5. Offices and departments should monitor their projected expenditures in their salary and benefit line items and make the appropriate budget adjustments prior to a balance becoming negative. In addition, if an office or department is notified that it has incurred a negative balance in a salary or benefit line item, it must submit a budget adjustment to PBO as soon as possible to correct the problem for the remainder of the fiscal year.

Overtime

All elected and appointed officials, executive managers and department heads are expected to manage their payroll budgets. Employees should not be authorized to work when there is not a budgeted appropriation to pay for that work unless there is an emergency.

Unbudgeted overtime is prohibited, except when the Commissioners Court or an elected county or district officer declares an emergency, and Emergency overtime must be reported to the County Auditor, PBO and the Commissioners Court within 5 days of the occurrence.

Budget transfers must be made by the office/department through PBO to cover shortages prior to the subsequent payroll. If the payroll line items are still negative at the time the subsequent payroll tape is processed, the County Auditor will make an automatic budget transfer(s) to cover the negative balances from any line item that has sufficient funds to cover the shortage.

Vacation Time in lieu of Compensation

An employee's maximum vacation time earned may be modified in lieu of compensation at the discretion of the Commissioners Court without increasing the maximum vacation allowed to be carried forward.

Unspent Hospitalization Funds to the Employee Health Benefits Fund-County Employees

Any year-end balances in the hospitalization premium line items (line items 2003 and 2103) after consideration of any hospitalization contra accounts will remain within the fund in which they are budgeted and fall to the ending fund balance. In some previous years, the General Fund hospitalization premium savings were transferred to the Employee Health Benefits Fund as a strategy to stabilize the fund. This transfer is not anticipated to be required in the near future but the need will continue to be evaluated on an annual basis during the budget process. Restricted fund sources, such as grants, special revenue funds and bond funds will only be transferred to the extent allowed by the rules governing the use of the funds.

CAPITAL FUNDS

The County invests in capital assets through appropriations from the General Fund and Special Revenue funds, and in Capital Project funds through revenue from the sale of bonds and Certificates of Obligation. Capital assets are defined in the Travis County Code Chapter 27, Capital Assets.

The County generally pays for capital assets with funds from debt issues (Road Bonds, Permanent Improvement Bonds, or Certificates of Obligation) or from funds in the CAR account. The CAR account is used for most capital projects or items and is also used to pay for one-time equipment expenditures that do not fit within the definition of capital assets, such as computers that have a unit cost of less than \$5,000. Capital project funds, including all CAR account funds, can be used only for purchases approved by the Commissioners Court. In addition, if the capital funds are debt proceeds, they can only be used in accordance with the covenants in the Official Statement.

Rule #6. If appropriated funds are left over after a capital project is completed or a capital item is purchased, a department or office cannot automatically transfer the unused funds to another project or purchase without Commissioners Court approval. In addition, funds cannot be transferred between projects or used to purchase items not specifically approved and itemized during the FY 0809 Budget process without approval of Commissioners Court. If the capital funds are debt proceeds, they can only be used in accordance with the covenants in the Official Statement.

Rule #7. If bond funds are left over after the completion of all of the 1984 Voter Approved Road Capital Improvement Projects, including right of way litigation associated with those projects, the remaining funds shall be expended on Road and Bridge Projects in Precinct One.

Exception to rule #6:

The Planning and Budget Office (PBO) has the authority to process budget transfers that do not exceed \$15,000 as automatic transfers for capital projects resulting from actual realized savings (not projected savings), unless a policy issue surfaces that PBO believes requires the attention of the Commissioners Court. The Court is interested in being informed about and approving the use of existing savings for capital projects in excess of \$15,000. For purposes of arbitrage rebate disbursements to the IRS, PBO may transfer unused funds, including reserves, within a bond fund, but must notify the Commissioners Court at its next regular scheduled meeting.

ENCUMBRANCES

Encumbrances are reservations of funds made with purchase orders, contracts, or salary commitments and must be covered by an appropriation. The encumbrances are liquidated when these claims are paid.

Rule #8. Keep track of your encumbrances and keep them timely. Please refrain from tying up County resources with unnecessary encumbrances.

On a quarterly basis, departments and offices shall submit to the County Auditor an "Over 90 Day Old Encumbrance Report." Departments/Offices should review this encumbrance report and mark any encumbrances that can legally be unencumbered. Reports should be signed by authorized personnel and submitted no later than 30 days following the end of the quarter. This report can be generated from the custom options menu (GMBA) on the HTE financial system.

PRIOR YEAR ENCUMBRANCE RESERVE

Rule #9. A reserve for encumbrances ¹ is established to pay for contractual obligations made in the previous fiscal year for goods and services to be received in the new fiscal year. The amount budgeted for this reserve is the maximum, not to exceed amount, estimated at the time the budget was adopted.

After the previous fiscal year's accounting records are closed, a portion of the estimated budgeted reserve is applied by the County Auditor to pay for the previous fiscal year's accrued expenditures for goods and services received in that year; the remaining amount becomes the actual amount available for the new fiscal year expenditures for contractual obligations made during the previous fiscal year.

The reserve for encumbrances may be reappropriated by the Commissioners Court to the new fiscal year as budget amendments in the individual office or department budget line items for the purpose and for the vendor to which the contractual obligation and encumbrances were originally applied. Any canceled prior year encumbrance may result in the County Auditor moving these funds from the budget of the department/office to the County's Allocated Reserve for reappropriation by the Commissioners Court.

PRIOR YEAR PRE-ENCUMBRANCE RESERVE

Rule #10: A reserve for pre-encumbrances is established to reserve funds for projects initiated in the previous fiscal year and to be expended in the new fiscal year, but for which no contractual obligation yet exists. The reserve for pre-encumbrances may be reappropriated by the Commissioners Court in the new fiscal year as budget adjustments in the individual office or department budget line items. The County Auditor submits the list of pre-encumbrances to PBO for review and recommendations to the Commissioners Court for reappropriations. Any canceled pre-encumbrances over \$50 automatically result in the County Auditor's funds verification approval being revoked, with these funds being moved from the budget of the office or department to the County's Allocated Reserve and made available for reappropriation by the Commissioners Court.

PRINTING/MAILING RESTRICTIONS:

Rule #11. Use of the central support services line items to produce mailing labels, address mailings or print lists of more than 500 names or items is restricted unless the mailing is: (1) required by law; or (2) specifically approved by the Commissioners Court.

The Travis County Reprographics Service Center (TCRSC) must keep one file copy of all documents printed and indicate the number of copies made. You cannot use TCRSC resources to print more than 500 copies a month of the same letter, newsletter or notice unless the additional copies are: (1) required by law; or (2) specifically approved by the Commissioners Court.

The TCRSC may only print official documents of Travis County government or those authorized by the Commissioners Court. Projects shall be printed as 2 sided unless 1 sided is specified and justified. Outside agency contractual authorization for printing must accompany each work order. Persons placing printing orders must affirm on the work order that the materials ordered are for official use.

¹ For the purposes of Rule # 9 and #10, the term "encumbrance" and "pre-encumbrance" shall mean "rollover" and "rebudgeted" items.

TRAVEL, JURY SEQUESTRATION, & JURY MEALS IN CRIMINAL CASES

Travis County will pay vendors and/or reimburses employees and officials who travel for County business. Travel expenditures for non-County employees and or volunteers, for professional development, must be approved by the Commissioners Court prior to the actual travel unless the department has a policy that has been previously approved by Commissioners Court. The policy must be on file with the Auditor's office. The travel expenditure rules cannot cover every travel variation. Securing travel arrangements at the lowest ~~price~~ cost may result in a loss of flexibility should emergencies arise. Booking policies of a specific travel industry vendor may require an exception to standard county travel procedures. The County Auditor will interpret, audit and approve travel expenses and reimbursements to facilitate the timely conduct of county business in the current climate of rapidly changing travel industry requirements. The Auditor will make travel payment decisions in accordance with the following rules:

Rule #12. All travel expenses must be encumbered, on a County authorized travel encumbrance form, prior to traveling. If funds are not encumbered, the County Auditor may require approval by Commissioners Court before disbursement. To receive reimbursement, travelers must file an expense report, using the County's authorized Travel Reimbursement Form, and all required receipts with the County Auditor within 30 days after the last day of travel. The employee and employee's supervisor must approve the report. The County Auditor may request Commissioners Court approval for reimbursement requests received over 30 days after the last day of travel. The Auditor will interpret any requests for deviations within the intent of the travel rules and sound fiscal policy. Elected and appointed officials have the right to establish travel procedures and policies for their own departments which may reimburse at a rate less than the County's established reimbursement rates.

Rule #12A: International business travel and travel to Alaska & Hawaii must be approved by Commissioner's Court prior to travel and encumbering of funds.

This rule does not apply to international travel and travel to Alaska and Hawaii that relates to criminal investigations, prosecutions, extradition or similar criminal justice purposes where prior approval by Commissioners Court could thwart the purpose due to delay or public disclosure of the purpose of the trip.

Rule #12B: International travel that includes renting a vehicle, either in a foreign country or rented to travel into a foreign country, are required to select vehicle rental insurance offered by the rental agency. Insurance coverage should include damage to the rental vehicle and to a third party vehicle and bodily injury.

Travis County government is exempt from sales taxes in the state of Texas, but not from hotel taxes. A sales tax exemption form may be obtained from the Purchasing Office. Reimbursement requests must be submitted on the County's authorized Travel Reimbursement Request Form within 30 days after the last day of travel. This request form must have detailed receipts attached, including receipts for pre-paid expenses.

All Reimbursement requests and encumbrance forms must have the Employee ID# of the traveler.

Advance payments by employees with personal credit card for business travel, will get reimbursed per the disbursement schedule if all travel rules were followed. Department/Offices will be responsible to track these pre payments and ensure the County will reimbursed for the advance payments if the travel does not take place.

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Cancelled business travel must be reported to the County Auditor. If expenses were paid in advance such as for airfare, lodging, etc., the traveling employee/official will be responsible for ensuring the County will be refunded these amounts.

REGISTRATION FEES:

- ~~• Reimbursement requests must be submitted on the County's authorized Travel Reimbursement Request Form within 30 days after the last day of travel. This request form must have detailed receipts attached, including receipts for pre-paid expenses. The County Auditor will pay for registration fees in advance or when billed by conference/seminar/training vendor or as requested by the traveler on the encumbrance form. Payment will be processed in accordance with the disbursement schedule. For refundable and/or non-refundable cancelled registration fees, the employee/official will be liable for the advanced registration payment if the conference/seminar/training and/or travel did not take place, and if the employee/official failed to timely cancel the registration according to conference/seminar/training vendor's refund policy. Employee/official responsibility can be waived if the failure to use the pre-paid registration fees is as a result of an unanticipated emergency.~~
- Paid in advance, Pick up check and encumber only requests must have a completed registration form and/or confirmation of registration with employee and vendor information as support for the expense.
- Pay when billed if requested on the encumbrance form. Department/Official must submit bill with Travel ID/PO number for processing.
- Reimbursement requests must be submitted on the County's authorized Travel Reimbursement Request Form within 30 days after the last day of travel.
- Payments will be processed in accordance with the disbursement schedule.
- If the conference/seminar/training was cancelled and/or the travel did not take place, and if the employee/official failed to timely cancel the registration according to conference/seminar/training vendor's refund policy, the employee/official will be liable for the advanced registration payment and/or any cancelled registration fees.
- Employee/official responsibility can be waived if the failure to use the pre-paid registrations fees is a result of an unanticipated emergency.

ACCOMMODATIONS:

- ~~• The County pays for in-state and out-of-state travel accommodations based on the rates, plus taxes, quoted by the lodging place if government rates or conference group rates are not available. Supporting documentation of the lodging place and the quoted rates must be provided before payment can be processed.~~
- ~~• The County Auditor will pay for accommodations when billed by a lodging vendor or as requested by the traveler on the encumbrance report in accordance with the disbursement schedule. For non-refundable accommodations the employee/official will be liable for the advanced lodging payment if the travel did not take place, and if the employee failed to timely cancel reservations according to vendor policy. Employee/official responsibility can be waived if the failure to use the pre-paid accommodations is as a result of an unanticipated emergency.~~
- ~~• Travel accommodations will be paid on a single occupancy rate if the lodging place designates a higher rate for double or multiple occupancy rates. Double or multiple occupancy rates will be paid if two or more employees are rooming together while on a business trip.~~

- The County will pay for travel accommodations within the USA, based on the rates, plus taxes (no sales taxes) as follows:
 - Government rates as quoted by the lodging facility.
 - Conference/seminar group rates
 - Best available rates for standard accommodations. Deluxe or Luxury accommodations will be responsibility of employee/official traveling.
 - Single occupancy rate
 - Double or multiple occupancy rates will be paid if two or more employees are sharing a room while on the business trip.
 - Supporting documentation of the lodging facility with the quoted rates must be provided before disbursement.
- Paid in advance. Pick up check, and encumber only requests must have a confirmation of reservation from the lodging facility with employee and lodging facility name/address. If no confirmation, support must be brochure or document with vendor name and address for payment.
- Pay when billed if requested on the encumbrance form. Department/Official must submit bill with Travel ID/PO number for processing.
- Payments will be processed in accordance with the disbursement schedule.

- If the conference/seminar/training was cancelled and/or the travel did not take place, and if the employee/official failed to timely cancel the lodging reservation according to hotel's refund policy, the employee/official will be liable for the advanced lodging payment and/or any cancelled lodging night penalties.
- Employee/official responsibility can be waived for the pre-paid first night lodging only, if the failure to is a result of an unanticipated emergency.
- The night before start of conference/meeting (does not include pre-registration times) and the night after end of conference/meeting will be allowed as part of the business travel expense.

- Saturday night stays not relevant to the travel event requested to be paid/reimbursed, must be justified that the airfare would be less expensive. Justification would be all lodging cost plus the airfare is less than the airfare would be if returning after the end of the training/seminar/conference. Meals would be the responsibility of the traveler.

TRANSPORTATION:

MILEAGE:

- Mileage for business use of a private vehicle is reimbursed at the annual standard rate set by the Internal Revenue Services (currently ~~48.5~~ 58.5 cents per mile for employees, and 14 cents per mile for volunteers, but subject to change as the IRS adjusts the rates). Mileage shall start from the employee's or volunteer's regular work place on business workdays and from the employee's/volunteer's home on non-work days and holidays.
- Only one employee/volunteer may claim mileage reimbursement when more than one employee/volunteer travels in the same vehicle.

- **Routine mileage reimbursement requests must be submitted on the authorized mileage form prescribed by the Auditor's office. Form must be submitted to the County Auditor within 90 30 days from the end of the mileage month.**
- **The County Auditor will disburse mileage reimbursement requests for combined months provided each month's reimbursement is subtotaled.**
- **When travel out of county is greater than 1000 miles round-trip, transportation expenses are reimbursed in an amount not to exceed the cost of round-trip coach airfare in effect at the time of the travel encumbrance. Transportation expenses include lodging, meals, and mileage incurred as a result of driving rather than flying. The Commissioners Court must approve exceptions unless the travel involves extradition of prisoners and/or juveniles.**
- **Grant employees are reimbursed for mileage at the rate specified by the grant.**
- **The compensation package approved by the Commissioners Court for the following elected and appointed officials makes them ineligible to use a county-owned vehicle on a routine basis and ineligible to assign themselves a County owned vehicle under the Travis County Take Home Vehicle Policy but they can claim reimbursement for local mileage.**

Constables 1-5
County Attorney
County Commissioners 1-4
County Judge
County Treasurer

Justices of the Peace 1-5
Purchasing Agent
Tax Assessor-Collector
Medical Examiner

AIRFARE:

- **Air fare must not exceed the rate of a non-refundable coach fare in effect at the time of the travel encumbrance. According to various airline policies, changing non-refundable tickets could result in the County buying an additional ticket or paying an additional fee. If the change was to facilitate County business or was out of the control of the traveling employee/official, such as illness or emergency, the employee/official will not be held responsible for the cost of the change. The airline ticket (or comparable electronic document) must be attached to a reimbursement expense report if the trip was not taken. Written notice from Elected/Appointed Official, Executive Manager, or Department Head will be required to be submitted with expense report.**
- **In order that County staff make necessary business trips at the least possible cost, some tickets may be conditioned upon use for only the date and time purchased.**
- **The County Auditor will pay for airline tickets when billed by a vendor or as requested by the traveler on the encumbrance report in accordance with the disbursement schedule. The employee or official will be liable for the payment if the airline ticket is not used for the intended travel.**
- **If the airline ticket is paid in advance, the boarding pass, check in documentation, or certification that the ticket was used, must be attached to the reimbursement expense report.**

OTHER TRANSPORTATION:

- **The County Auditor will pay for the actual cost of a rental car for the business use when billed by a rental car vendor or as requested by the traveler on the encumbrance form. Payment will be processed in accordance with the disbursement schedule. Justification for the rental car will be required.**

- The County will reimburse for the actual cost of a rental car for the business use or if used in conjunction with personal use, prorated days of business use. Justification for rental car will be required.
- Rental of luxury vehicles including but not limited to Hummers, Cadillacs, and Convertibles, will not be paid and/or reimbursed by the County unless justified and approved by Commissioners Court.
- The County reimburses for the actual costs of taxi fares, parking fees, and bus fares if receipts are attached to the reimbursement form.
- Travelers may choose to obtain a ride to Austin-Bergstrom International Airport instead of parking there. In that case, the County reimburses the mileage costs for two round trips to the airport, if the total mileage does not exceed the cost of parking at the airport. The County also reimburses cab fare to and from the airport.
- Other means of transportation, such as Motorcycles, Bicycles, Recreational Vehicles, etc, must be approved by Commissioners' Court.

MEALS:

- The County will reimburse an employee/official for meals in one of the following methods. Only one method of reimbursement is allowed for each trip.
 - Per Diem: ~~\$3439~~.00 per day (includes gratuities) for meals is reimbursed without any receipts required. Partial day per diem is at the discretion of the Department/Office.
 - Actual Pay: Up to \$50.00 per day for meals plus up to 15% gratuities is reimbursed if itemized receipts are submitted with the reimbursement form.
- Banquets, Award Ceremonies, Luncheons, etc will be reimbursed at one of the reimbursement methods above unless included in the Registration Fee.
- The County does not reimburse employees for alcoholic beverages.
- Consistent with the Internal Revenue Code, meal expenses will be reimbursed only when the employee is required to be out of the County overnight, except in the case of Jury Sequestration.
- Department funds may be expended to provide necessary food and beverage expenditures related to emergency or time critical public safety deployments where personnel is prohibited by command staff from leaving the site of the deployment. Deployment must be projected to extend at least two hours beyond a standard meal break and the law enforcement activity will be compromised if personnel leave the premises before resolution of the activity. Funds are not to be used for solo assignments or individual meals, but to service the group of operational and support staff restricted to a command/staging location or the associated target location. These rules will be strictly enforced, and any disallowed expenditures will be a pro rata taxable employee benefit to the assigned employees. The expenditure documentation must include the original receipts, the names of the deployed employees, and certification of incident and restricted assignment by command staff on a certification form designed by the Auditor's Office. Nothing in this rule prohibits or limits the purchase of water or military style Meals Ready to Eat (MRE's) for employees assigned to outdoor activities if determined by command staff to be necessary for the health and safety of the employees during the assignment

~~JURY SEQUESTRATION AND JURY MEALS IN CRIMINAL CASES:~~

~~A cash fund may be set up for each Judge hearing criminal cases. The fund will be used for jury meals where the Judge determines that an impaneled jury should not separate during mealtime. The County Auditor will determine the amount maintained in each fund. Reimbursement will be paid upon a statement signed by the Judge, and which includes a certification by each juror that they received a meal. If the amount spent for each meal is \$9.00 or less, no receipt is required.~~

~~In the event of jury sequestration, the County Auditor is authorized to advance the cost of sequestering in the amount ordered by the sequestering Judge in order to secure lodging. The amount expended for food and lodging shall follow the guidelines approved by Commissioners Court covering travel reimbursement for county employees. The need for jury sequestration may occur after the normal business hours of the county and without sufficient time to call an emergency session of the Court. The normal procedures for claims processing may be adjusted accordingly.~~

INCIDENTAL EXPENSES:

- The County does not reimburse for extracurricular activities such as golf, tennis, entertainment, movies, tours, sport events, or non business events along with any related costs for such extracurricular activities.
- The County will not pay for fines for violation of the law such as parking tickets, speeding tickets, etc.
- The County will not pay for food and/or beverages provided at meetings, training for County Staff, retreats or training provided on County property. Does not apply if grant allows this type of expense, or in-house training.

Rule # 13. Travel advances may be paid at the discretion of the County Auditor.

- Travel expenses paid directly to employees in advance for Registration, Airfare, Lodging, & Meals, will be considered travel advances. Advance payments to vendors in behalf of a County traveling employee/volunteer/non-County personnel, for registration, airfare and lodging, will considered in the future, when Auditor develops proper procedures for this type of disbursement.
- If a travel advance is requested, employee/official must sign an agreement that will allow the County Auditor to deduct the full advance from the employee's paycheck if the Expense Report is not submitted within 15 days from end of trip.
- The advance form must be signed by both Employee/official and the Department Head/elected official and/or appointed official.
- The County Auditor will develop and publish procedures for employees receiving travel advances, which will account for all advances as expenses and/or reimbursements as appropriate.

TRAVEL EXPENSES IN CONTRACTS:

Contracts for goods, services, and training that require the County to reimburse for travel expenditures to the contractor must include provisions in the contract that will require the travel reimbursements not to exceed the allowances provided to County personnel. Any exceptions to these rates must be brought to Commissioners Court for approval.

ALTERNATE TRAVEL:

Travelers may be reimbursed for alternate travel arrangements (transportation mode, accommodations, or schedule) provided that the cost is not greater than the least expensive alternative. Alternate travel and

the associated costs and savings must be approved by the employee's supervisor and fully documented before travel begins. The Commissioner's Court must approve all exceptions.

JURY SEQUESTRATION, & JURY MEALS IN CRIMINAL CASES

A cash fund may be set up for each Judge hearing criminal cases. The fund will be used for jury meals where the Judge determines that an impaneled jury should not separate during mealtime. The County Auditor will determine the amount maintained in each fund. Reimbursement will be paid upon a statement signed by the Judge, and which includes a certification by each juror that they received a meal. If the amount spent for each meal is \$9 00 or less, no receipt is required.

In the event of jury sequestration, the County Auditor is authorized to advance the cost of sequestering in the amount ordered by the sequestering Judge in order to secure lodging. The amount expended for food and lodging shall follow the guidelines approved by Commissioners Court covering travel reimbursement for county employees. The need for jury sequestration may occur after the normal business hours of the county and without sufficient time to call an emergency session of the Court. The normal procedures for claims processing may be adjusted accordingly.

RECRUITING AND HIRING FOR HIGH LEVEL POSITIONS

Rule #14. The Commissioners Court may approve the use of County funds to pay for travel arrangements and food/non-alcoholic beverages to entertain applicants when recruiting nationally for top level positions. Commissioners Court approval must be granted prior to the travel for the applicant to be reimbursed. The job applicants are reimbursed at the same rates used for current County personnel. Moving expenses and employment agency fees may also be paid for these positions if approved in advance by the Commissioners Court. Moving expenses must be supported by receipts. Departments and offices must notify Payroll before any expenses are paid.

LONG DISTANCE AND CELLULAR PHONE EXPENSES

Rule # 15. All County personnel must certify that long distance toll charges and cellular phone air time charges on County telecommunications equipment were for official County business. If any charges are not for official business, the official or employee must reimburse the County immediately after they are notified of the charges and charges are determined to be for personal use.

- All cellular phone airtime charges and cell phone purchases must be made in accordance with Chapter 39 of the Travis County Code, Wireless Communications Policy.
- All long distance phone certifications must be submitted to the Auditor's Office within 30 days after notification of the charges from ITS.
- Any questions surrounding the implementation of the above budget rule or of the appropriateness of any reimbursement or disbursement of long distance phone charges and cellular air time charges may be referred to the Commissioners Court at the discretion of the County Auditor.

GRANTS

In an effort to better coordinate the grant-seeking activities of the County and track the outstanding commitments to provide County matching funds, PBO, the County Attorney, and the County Auditor must review grant applications and contracts before a grant is placed on the agenda for Commissioners Court approval.

Rule #16. Grants from public or private sources received during this fiscal year are budgeted by the Commissioners Court upon certification of the revenue by the County Auditor. Application for grants must be submitted in accordance with the following rules.

For information on the complete grants process, please refer to the Grants Handbook available from the County Auditor.

In the event that a grantor utilizes an online system for approval/modifications to grants, PBO is authorized to act on behalf of the authorized official for grant approving/modifying grants under the following guidelines.

- 1) The grant authorized official is member of the Commissioners Court.
- 2) The grant contract/application has been approved by Commissioners Court.
- 3) The change does not significantly change the scope of service of the grant from what has been approved by Commissioners Court.

Grant Application Approval:

The grant summary sheet must be submitted to PBO electronically as well as three originals of the grant application and one copy of the original (to facilitate multiple copying for Court members) must be submitted to PBO by **Thursday at 5:00 PM**, 12 days prior to the planned Commissioners Court meeting at which the office or department wishes the grant to be included on the agenda. By the same deadline, one copy of the grant summary sheet and one copy of the application, as well as electronic versions, must be submitted to the County Auditor and the County Attorney's Office for review. One copy of the grant summary and one copy of the application must also be submitted to Information & Telecommunications Systems, (ITS) Facilities Management, (FM) and Human Resources Management Department if any new FTEs are involved.

The County Auditor reviews the application for fiscal requirements and the County Attorney reviews it for legal requirements. After receiving approval from these offices, PBO reviews and submits the summary, with a recommendation, for inclusion on the Commissioners Court agenda. PBO's recommendation includes the fiscal impact of FTE contained in the grant, if any. This information will be submitted to PBO by ITS, FM, & HRMD after the review of the information provided by the requesting department or office. The grant summary form is available as a file from PBO and is shown on the next page.

If any changes are made to the grant application, three final originals must be submitted to PBO by Friday at 5:00 PM, two days prior to the Commissioners Court meeting at which the grant is to be considered. If approved, the grant application is signed by the County Judge and is available for pick-up by the office or department in the County Judge's Office.

Direct Cost of Accounting: Please contact the County Auditor for assistance in estimating the direct cost of accounting. Include the estimate in the grant application if the cost is reimbursable. Departments and offices should seek reimbursement for direct accounting costs when applicable.

New Positions: When an office or department applies for a grant which includes new FTEs, the office or department should send a copy of the grant application to HRMD, ITS and FM for their review. It is essential that this is accomplished early in the grant process so that HRMD can match the new proposed position to similar positions or existing job descriptions and ITS and FM can implement any network or space accommodations required. If the transfer of information to HRMD is delayed until after the grant award is accepted, there may be a significant delay before a person can be hired for that new position, particularly if the County has never had a position like the one being requested.

Performance Measures: All grants should have performance measures including relevant outcome measures. These measures should reflect the current activity of the department or office in the area where grant assistance is requested, as well as the expected impact of the grant on the department's activities. If the grant is for a new program, performance measures should be supplied for the new program. Departments and offices are expected to report to PBO on the performance of a grant six months into the grant period, when applying to continue the grant, and when approval of a renewal contract is requested by Commissioners Court.

GRANT SUMMARY SHEET

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

Department/Division:	
Contact Person:	
Title:	
Phone Number:	

Grant Title:			
Grant Period:	From:		To:
Grantor:			

Check One:	New: <input 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	County Match	In-Kind	<u>TOTAL</u>
Personnel:						0
Operating:						0
Capital Equipment:						0
Indirect Costs:						0
Total:	0	0	0	0	0	0
FTEs:						0.00

Performance Measures	Projected FY 0809 Measure	Progress To Date:				Projected FY 0910 Measure
		12/31/070 8	3/31/080 9	6/30/080 9	9/30/080 9	
Applicable Dept. Measures						
Measures For Grant						

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

Auditor's Office Comments:

PBO Recommendation:

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

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

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

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.

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

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.

Outstanding Grant Applications: PBO maintains a summary of outstanding grant applications and matching fund commitments. This summary is submitted to Commissioners Court every week as an attachment to the regular Grant Agenda Item. Departments that are notified of the denial of a grant application should inform PBO so that the outstanding grant application summary reflects pending County commitments.

Indirect Costs: The Commissioners Court has adopted an indirect cost plan that includes an indirect cost rate for each department or office. All grant applications should request the appropriate indirect cost as part of any grant application. The requirement to include an indirect cost rate as part of an application may be waived annually if:

- A) The total amount requested, without including indirect costs is less than \$50,000.
- B) If a department or office can provide evidence that including an indirect cost rate will result in rejection of a grant application.

See the Appendix for the approved indirect cost rate for most departments and offices as of July 31, 2007. This information is updated during the year and PBO notifies the departments of any changes. If your department is not listed in the Appendix, please contact your Planning and Budget Analyst.

Grant Contract Approval

When an office or department receives a grant contract, the office or department must first secure authorization from the County Auditor's Office and then forward three originals of the contract, with all required signatures except the County Judge's, to the County Attorney's Office. At the same time, the office or department must submit one copy of the contract, with an electronic copy of the grant summary sheet to PBO, ITS, FM and the County Auditor.

After receiving the three originals with any amendments from the County Attorney's Office, PBO submits the contract for inclusion on the Commissioners Court agenda. If approved, the grant contract is signed by the County Judge and available for pick-up by the office or department in the County Judge's Office.

Revenue Certification: Once the contract has been signed by all parties (including the grantor, if that was not done prior to Commissioners Court approval), the office or department must forward the originals of the contract signed by all parties to the County Clerk and the grantor. A copy of the fully executed contract must be submitted to the County Attorney, the County Auditor, and the Purchasing Office. The County Auditor certifies revenue upon receipt of the fully executed contract.

Budget Amendments: Budget amendments are processed as automatic budget adjustments after approval of the contract by Commissioners Court and certification of revenue by the County Auditor.

Permission to Continue: If a grant renewal contract is not received prior to the effective date of the grant and grant employees are requested to continue on the payroll, offices or departments must submit a Permission to Continue memo to Commissioners Court at least four weeks prior to the end of the grant that is to be renewed. This memo notifies the Commissioners Court that payroll expenses are requested to continue and indicate the expected date that the contract will be signed. This rule applies only to the renewal of grants that have been received in previous years, and for which verbal assurance of continuation from the grantor has been received. A Permission to Continue is only appropriate to allow offices/departments to continue to fund payroll for employees where the grant has an ongoing commitment and there is an unusual, non-recurring delay in receiving a final executed contract. At the time a Permission to Continue memo is submitted to the Commissioners' Court for approval, the office/department should contact PBO to request a budget adjustment to move existing office/department resources to the grant fund, or request an allocation from reserves to the grant fund, until the grant is finalized. Revenue will be certified by the County Auditor when all the normal requirements for a grant contract have been met. Revenue for new grants will not be certified and expenditures cannot be made until a grant contract has been signed.

Budget Adjustments: All budget adjustments must comply with the grantor's requirements for budget adjustments. Any budget adjustments requiring prior grantor approval are not processed until that approval is received. If a grantor de-obligates funding or a portion of funding, a budget adjustment form must immediately be sent to PBO reducing each affected revenue and expenditure line item.

Purchasing: Grant purchases are not exempt from County purchasing laws. Offices or departments must coordinate with the Purchasing Office when procuring either services or commodities using grant funds. In addition to County purchasing laws, purchases must comply with all applicable federal or state laws and contractual restrictions required in the grant. Purchase of items with a unit cost exceeding \$5,000 must be incorporated into the fixed asset management system. This applies to any items located on County property for which the County is liable, regardless of the source of funding. Items are tagged with a color code denoting the source of funding.

Authorization for Reimbursed Grants: Many of the grants received by the County require expenditures of County funds until those expenditures are accepted and reimbursed by the grantor. All expenditures for reimbursable grants that have been approved by the Commissioners Court and for which revenue has been certified by the County Auditor are authorized until grant funds are available for reimbursement. Offices or departments should request an advance payment rather than agree to a reimbursement arrangement whenever possible.

Expenditures funded from grant funds that are not allowed under the General Fund require a written letter of approval/authorization from the grantor.

Vehicles funded through Grant Funds: If a department plans on purchasing a vehicle using grant funds, all the associated costs for the vehicle, such as fuel and maintenance, need to be covered by the grant funds. In the event that the grant will not cover such costs, the department should either reallocate resources to TNR to fund the fuel and maintenance or request additional funding from Commissioners Court. Any additional funding requests for fuel and maintenance should be coordinated with the approval of the grant contract.

VEHICLE TAKE-HOME POLICY

Rule #17. Use of County vehicles is authorized by this budget for county business and in accordance with Chapter 40 of the Travis County Code.

PERFORMANCE BASED PAY AND EMPLOYEE RECOGNITION

The Performance Based Pay (PBP) system is a mechanism for providing financial compensation for outstanding performance, experience and achievement. Departments and offices award PBP consistent with the rules established by the Commissioners Court.

If an office/department has funds in an employee recognition line item, the recognition expense is not to exceed \$50.00 per employee. Amount of recognition expense should be limited to the cost of a plaque including engraving, lapel pins or other token of recognition. Food, refreshments, decorations, entertainment or other expenses associated with a ceremony, reception or dinner are not allowed.

COMPUTER SOFTWARE TRAINING

All computer software training for Windows and Microsoft Office products is performed by ITS. No other office or department is authorized to solicit services for this training unless training sessions are not provided by ITS within 60 days. No payment for this training is made by the County Auditor without an accompanying written authorization from ITS.

COUNTY AUDITOR'S BUDGET ADJUSTMENT AUTHORITY

Rule #18. The County Auditor has the authority, under the following circumstances, to adjust budgets without prior approval from the office or department,.

End of Year Personnel Balances:

For expenditures incurred during the last two pay periods of the fiscal year, the County Auditor may transfer funds automatically to cover projected shortages in salary and fringe benefits line items. The County Auditor may transfer:

- (1) projected surplus salary and fringe funds within and among offices or departments;
- (2) funds from the General Fund reserve, Special Revenue Fund reserves, Capital Projects reserves, and Internal Service Fund reserve, whichever is appropriate; and

The County Auditor must present a list of the adjustments to PBO for approval by Commissioners Court.

During the year, the County Auditor's Payroll Division may override negative balances to process payroll. Offices or departments should promptly submit budget adjustments to PBO to cover negative balances. See the Budget Rules for PBO's authority to transfer funds if the office or department allows a payroll line item to remain negative. As it relates to Overtime, budget transfers must be made by the office/department through PBO to cover shortages prior to the subsequent payroll. If the payroll line items are still negative at the time the subsequent payroll is processed, the County Auditor will make an automatic budget transfer(s) to cover the negative balances from any line item that has sufficient funds to cover the shortage.

Insurance and FSA Administration Fees:

The County Auditor is authorized to pay insurance and FSA administration fees and reimbursements as approved by the Commissioners Court in the employee benefit contract.

Termination Pay:

The County Auditor may transfer funds from the appropriate Salary line item in an office or department to the Termination Pay line item to cover termination pay. All payments for accrued vacation, sick leave, and compensatory time are charged to the Termination Pay line item. No funds are budgeted in the Termination Pay account until the expenditures are made. The Termination Pay transfer should occur at least monthly to balance the line item.

Adjustments for Expenditures Less Than \$10:

If an invoice exceeds the amount budgeted in a line item by less than \$10, the County Auditor is authorized to transfer funds automatically to cover the budget deficit and avoid delay in processing the invoice. These funds are transferred from the first operating expense line item with sufficient funds. In the case of Grants, the transfer must be approved by the Auditor's Grant Financial Analyst, applicable fund reserve. However, the General Fund Unallocated Reserve (001-9800-981-9898) shall not be considered an applicable fund reserve and transfers under this rule shall not be made from the General Fund Unallocated Reserve.

Payment of Interest:

The County Auditor is authorized to transfer funds automatically to line item 7510—(Interest) within the budget of an office or department to cover the cost of interest on overdue invoices per the Prompt Payment Act. These funds are transferred from the first operating expense line item with sufficient funds.

In the case of Grants, Bond funds, and other funds that do not allow interest payments, the interest will be charged to the department/office general fund budget.

TAX REFUNDS

The County Auditor automatically debits contra revenue accounts (General Fund and Debt Service) to refund current and prior year tax appeals of appraised values. Interest refunds for prior year taxes shall be paid from a budgeted line item in General Administration.

The Tax Assessor Collector calculates the expenditure requirements for tax refunds and submits these amounts to PBO for approval by the Commissioners Court.

CONTINGENT LIABILITIES

The County Auditor has the authority to record contingent liabilities as defined by generally accepted accounting principles to accurately reflect the financial position of the County. The Commissioners Court, County Attorney, Risk Manager, and other elected or appointed officials should notify the County Auditor in a timely manner of any potential contingent liabilities affecting any of the County funds on the County's financial records. The County Auditor notifies the Commissioners Court, and the County Attorney and, where applicable, the Risk Manager of significant contingent liabilities that are recorded on the County's financial records.

INTERFUND TRANSFERS

Interfund transfers are movements of money between budgetary funds. Those that are adopted in the budget process are summarized in the Budget Recapitulation as "Other Financing Sources." The transfers are subject to the following rules:

- The County Auditor may make "transfers in" the funds controlled by Commissioners Court from non-budgetary government funds that are at the discretion of elected officials, the Corporations' Boards of Directors, or the State of Texas (i.e., CAPSO, DAPSO, CSCD, etc.) as directed by the appropriate official.
- The County Auditor may only make "transfers out" of funds if approved by Commissioners Court (budgetary funds) or approved by the responsible official (non-budgetary discretionary funds).
- The County Auditor transfers funds at 1/12 of the budgeted amount on a monthly basis, unless otherwise specifically notified by PBO. If a calculation of the transfer must be made during the fiscal year, PBO performs the calculation and provides the County Auditor the amount to be transferred.
- The transfer is limited to funds available in the transferring fund. If funds are not available in the transferring fund, a transfer is made only up to the amount of available funds. If the receiving fund is at a deficit, the County Auditor, after review and approval by PBO, is authorized to transfer in a sufficient amount to cover the deficit up to the budgeted amount.

MID-YEAR CERTIFICATION OF REVENUES

State law limits revenue which can be certified mid-year for immediate appropriation and expenditure. The County Auditor may certify public or private grant or aid money, donations and intergovernmental contract revenue which was not included in the budget for use in the current fiscal year. Offices or departments wishing to request certification of such money during the fiscal year should contact the County Auditor for assistance.

Authorization for Reimbursed Agreements - Fund 475

Rule #19. Some approved agreements budgeted in Fund 475 (Contractual Capital Projects) by the County require expenditure of County funds until those expenditures are reimbursed by the funding entity. All expenditures for reimbursable agreements within Fund 475 that have been approved by Commissioners Court and for which revenue has been certified by the County Auditor are authorized until the resources from the funding entity are available for reimbursement. Offices and departments should request an advance payment rather than agree to a reimbursement arrangement whenever possible. If the total of expenditures and encumbrances of the fund result in a deficit fund balance, the office/department will be required to request a transfer into the fund from other office/departmental resources or reserves.

APPENDICES

I. Personnel Slot List

A list of the budgeted personnel slots for Fiscal Year ~~0809~~ is attached to the copy of the approved budget filed with the County Clerk. The list contains the following information for each slot within an office or department: job title, whether the position is full-time or part-time, and effective date. Offices or departments may only hire for regular positions according to this slot list unless otherwise allowed by law or approved by Commissioners Court.

II. County Benefits

Fringe benefits of offices and departments are budgeted based on the County Benefits Policy. A copy of the policy is on file at the County Clerk's Office. The current benefit calculation rates as of October 1, ~~2006~~ 2008 are shown below.

Base Salary (general line item 0701)	
FICA OASDI (line item 2002)	Base Salary (up to \$102,300) x 0.062
Hospitalization (line item 2003)	Months on Payroll x \$629
Life Insurance (line item 2004)	Months on Payroll x \$6.55
Retirement (line item 2005)	Base Salary x .1071
Workers Compensation Insurance (line item 2006)	Base Salary x 0.75 x "WCI Factor" Shown below
FICA Medicare (line item 2007)	Base Salary x 0.0145

Please contact your Planning and Budget Analyst for Workers Compensation Insurance "WCI Factor" for position types not shown below:

Job Description	"WCI Factor"
PRINTING	0.0187
INSECT CONTROL	0.0237
INSULATION WORK & DRIVERS	0.0463
ROAD EMPLOYEES - PAVING	0.0346
ROAD MAINT MGMT PERSONNEL	0.0092
DRIVERS	0.0362
AIRPORT, HELICOPTER OPR	0.0226
LAW ENFORCEMENT, AMBULANC	0.0179
AUTO MECHANICS	0.0175
ENGINEERS, SURVEYORS	0.0032
CLERICAL	0.0026
VET HOSP & ANIMAL CONTROL	0.0096
CLINICAL PROFESSIONALS	0.0028
HOSP PROFESSIONAL & CLERK	0.0071
BUILDING MAINT & JANITOR	0.0226
PARKS & RECREATION	0.0257

III. Budget Authority Responsibility

Below is a list of officials (or their designee, authorized in writing to the County Auditor, Purchasing Office, PBO, and HRMD) who are responsible for and may authorize expenditures from the budgets of their office or department.

Dept #	Office or Department Name	Responsible Official
01	County Judge	County Judge
02	Commissioner - Precinct 1	Commissioner Precinct 1
03	Commissioner - Precinct 2	Commissioner Precinct 2
04	Commissioner - Precinct 3	Commissioner Precinct 3
05	Commissioner - Precinct 4	Commissioner Precinct 4
06	County Auditor	County Auditor
07	County Treasurer	County Treasurer
08	Tax Assessor-Collector	Tax Assessor-Collector
09	Planning & Budget	Executive Manager, Planning and Budget
10	General Administration	County Judge/Commissioners Court
11	Human Resource Management	Executive Manager, Administrative Operations
12, 90	Information and Telecommunication Systems	Executive Manager, Administrative Operations
1413	Travis County Exposition Center	Executive Manager, Administrative Operations
14, 91	Facilities Management	Executive Manager, Administrative Operations
15	Purchasing & Inventory Management.	Purchasing Agent
16	Veterans Service Office	Executive Manager Health, Human and Veterans Services
17	Historical Commission	Chairperson, Hist. Comm.
18	Agricultural Extension Svc.	Executive Manager Health, Human and Veterans Services
19	County Attorney	County Attorney
20	County Clerk	County Clerk
21	District Clerk	District Clerk
22, 93	Civil Courts	Administrative Judge/Civil Courts.
23	District Attorney	District Attorney
24, 94	Criminal Courts	Administrative Judge/Criminal Courts
25	Probate Court	Probate Judge
26	Justice of Peace - Precinct 1	Justice of the Peace, Precinct 1
27	Justice of Peace - Precinct 2	Justice of the Peace, Precinct 2
28	Justice of Peace - Precinct 3	Justice of the Peace, Precinct 3
29	Justice of Peace - Precinct 4	Justice of the Peace, Precinct 4
30	Justice of Peace - Precinct 5	Justice of the Peace, Precinct 5
31	Constable - Precinct 1	Constable, Precinct 1
32	Constable - Precinct 2	Constable, Precinct 2
33	Constable - Precinct 3	Constable, Precinct 3
34	Constable - Precinct 4	Constable, Precinct 4
35	Constable - Precinct 5	Constable, Precinct 5
36	Dispute Resolution Center	Director, Dispute Resolution Center
37	Sheriff	County Sheriff
38	Medical Examiner	Executive Manager, Emergency Services
39	Community Supervision & Corrections	Director, Community Supervision & Corrections

40	Travis County Counseling and Educational Services (TCCES)	Executive Manager, Justice and Public Safety
42	Pretrial Services	Director, Community Supervision & Corrections
43	Juvenile Public Defender	Executive Manager, Justice and Public Safety
45	Juvenile Probation	Chief, Juvenile Probation Officer
47	Emergency Services	Executive manager, Emergency Services
49, 92	Transportation and Natural Resources	Executive Manager, TNR
54	Civil Service Commission	Civil Service Officer
55	Criminal Justice Planning	Executive Manager, Justice and Public Safety
57	Records Management and Communication Resources	Executive Manager, Administrative Operations
58	Health and Human Services	Executive Manager Health, Human and Veterans Services
59	Emergency Medical Services	Executive Manager, Emergency Services

IV. Indirect Cost Rates

Below is the list of indirect cost rates for each department or office to be used for applying for grants.

Approved by Commissioners Court on July 31, 2007

Dpt #	Department Name	Calculated Rate
01	County Judge	190.66%
02	Commissioner - Precinct 1	40.94%
03	Commissioner - Precinct 2	40.32%
04	Commissioner - Precinct 3	52.08%
05	Commissioner - Precinct 4	32.58%
08	Tax Assessor-Collector	71.13%
13	Exposition Center	0%
16	Veterans Service Office	69.20%
18	Agricultural Extension Service	61.66%
19	County Attorney	46.08%
20	County Clerk	49.32%
21	District Clerk	44.72%
22	Civil Courts	39.35%
23	District Attorney	22.12%
24	Criminal Courts	46.46%
25	Probate Court	27.74%
26	Justice of Peace – Precinct 1	37.02%
27	Justice of Peace – Precinct 2	21.82%
28	Justice of Peace – Precinct 3	23.89%
29	Justice of Peace – Precinct 4	28.04%
30	Justice of Peace – Precinct 5	41.81%
31	Constable - Precinct 1	38.41%
32	Constable - Precinct 2	35.86%
33	Constable - Precinct 3	26.50%
34	Constable - Precinct 4	29.94%
35	Constable - Precinct 5	36.24%
37	Sheriff	18.53%
38	Medical Examiner	55.17%
39	Community Supervision & Corrections	19.91%
40	Counseling and Educational Services	22.59%
42	Pretrial Services	40.50%
43	Juvenile Public Defender	24.90%
45	Juvenile Court	21.87%
47	Emergency Services	88.61%
49	Transportation and Natural Resources	50.36%
54	Civil Service Commission	23.89%
55	Criminal Justice Planning	54.06%
58	Health and Human Services	45.48%
	Composite Travis County Rate	29.68%

V. Central Line Items

Centrally Budgeted Line Items are expenses that are budgeted in one support department instead of being allocated to each user department. The following line items generally are centrally budgeted:

Dept/Div

11-41—HRMD Risk Management Ergonomic Improvements

#3001—Office Equipment & Supply

#3011—Building Maintenance

#6033—Medical Services

12-30—Information and Telecommunication Systems/Technical Support

#5002—Maintenance Agreements

#5012—Repairs - Telephone Equipment

12-30—Information and Telecommunication Systems/Technical Support

#4104—Communication - Trunk Lines

12-50—Information and Telecommunication Systems/Network Support

#5002—Maintenance Agreements

47-05—Emergency Services/Communications

#5008—Repairs - Radios

15-10—Purchasing

#6029—Advertising/Public Notices

49-52—Transportation and Natural Resources/County Fleet Maintenance

#3023—Fuel, Oil, Lubricants

#3021—Repairs - Autos & Trucks

57-15—Records Management and Communication Resources/

Copiers/Central Repair

#5001—Maintenance Agreements

#5005—Repairs - Furniture & Office Equipment

#5007—Repairs - Other Equipment

#6103—Rent or Lease Equipment (Copiers)

57-50—Records Management and Communication Resources/Mail Services

#4102—Postage/Freight Out

57-70—Records/Consulting

#6099—Other Purchased Services

90-XX—Centralized Computer Services

91-XX—Centralized Rent and Utilities

#4801—Utilities

#6102—Rent-Land & Buildings

92-XX—Centralized Fleet Services

Contact List for Centrally Budgeted Line Items

Type of Expenditure	Department	Contact #
Ergonomic Improvements	HRMD	854-9165
Communications Trunk & Computer Repairs	ITS	854-9666
Radio Repairs	ES	854-4785
Utilities, Rent, and Building Repairs	Facilities Mgt.	854-9661
Public Notice Advertising	Purchasing	854-9700
Vehicle Fuel or Repairs	TNR	854-9383
All Records Management Central Line Items (Paper, Law Library Services, Printing, Television Services, Records Storage, Records Management Consulting, Imaging Services, and Postage)	RMCR	854-9575

#6

RECEIVED
COUNTY JUDGE'S OFFICE

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

08 SEP -4 PM 3:23

Please consider the following item for:

Voting Session:

September 9, 2008

I. A. Request made by:

Rodney Rhoades, Executive Manager, Planning & Budget (49106)

Consider and take appropriate action on setting the Calendar Year 2009 Sheriff's and Constables' Fee Schedule.

Approved by:

Signature of Commissioner(s) or County Judge

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

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

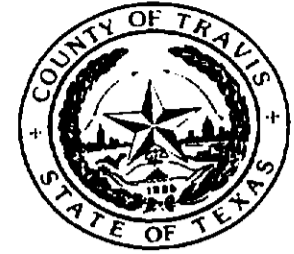
Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- _____ Contract, Agreement, Policy & Procedure


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



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court
FROM: Randy Lott, Budget Analyst 
DATE: September 05, 2008
RE: Setting Fees Charged by the Constables and Sheriff of Travis County in 2009

Under Section 118.131 of the TEXAS LOCAL GOVERNMENT CODE, the Commissioners Court must set the fees to be charged for services by the offices of the Sheriff and Constables before October 1 of each year to be effective January 1 of the following year. The last time Commissioners Court approved a fee increase was in FY 07. At the time, the approved increases ranged from \$1 for a criminal record/warrant letter to \$20 for a writ of possession.

For calendar year 2009, PBO is recommending small changes to the fee schedule. The PBO recommendation is based upon input from the Constables' and Sheriff's offices and result in increases to several fees ranging from \$5 to \$15 (a 5 to 10% increase).

I have attached a copy of a recommended order and schedule of fees for your review and consideration. These documents were reviewed by the County Attorney's Office and Auditor's Office earlier this week. If you have any questions or comments, please call me at 854-9726.

cc: Luke Mercer, Constable, Precinct 1
Bob Vann, Constable, Precinct 2
Richard McCain, Constable, Precinct 3
Maria Canchola, Constable, Precinct 4
Bruce Elfant, Constable, Precinct 5
Greg Hamilton, Sheriff
Rodney Rhoades, Leroy Nellis, Bill Derryberry, PBO
Blain Keith, Carolyn Damron, Joanne Englund, County Auditor's Office
Jim Connolly, Assistant County Attorney

ORDER OF THE COMMISSIONERS COURT
SETTING FEES TO BE CHARGED BY THE OFFICES
OF THE SHERIFF AND CONSTABLES IN 2009

STATE OF TEXAS

COUNTY OF TRAVIS

Pursuant to Section 118.131 of the TEXAS LOCAL GOVERNMENT CODE, it is hereby ORDERED that the fees to be charged for services by the offices of the Sheriff and Constables of Travis County in 2009 be and the same are hereby set in the amounts set out in the Schedule of Fees to Be Charged for Services by the Offices of the Sheriff and Constables of Travis County in 2009 which is attached hereto and made a part hereof.

ORDERED THIS 9th DAY OF SEPTEMBER 2008.

TRAVIS COUNTY COMMISSIONERS COURT

Samuel T. Biscoe, County Judge

Ron Davis
Commissioner, Precinct One

Sarah Eckhardt
Commissioner, Precinct Two

Gerald Daugherty
Commissioner, Precinct Three

Margaret Gómez
Commissioner, Precinct Four

Revised #6

SCHEDULE OF FEES TO BE CHARGED
FOR SERVICES† BY THE OFFICES OF THE SHERIFF
AND CONSTABLES OF TRAVIS COUNTY IN 2009
Effective January 1, 2009

CITATION (County and District Court)	\$ 70.00
CITATION (Small Claims and Justice Court)	70.00
CITATION (Probate, by posting)	70.00
SUBPOENA (Civil)	70.00
SUMMONS (Civil)	70.00
FORCIBLE DETAINER	70.00
INJUNCTION	105.00
TURNOVER ORDER*	105.00
WRIT OF EXECUTION*	205.00
ORDER OF SALE*	205.00
TEMPORARY RESTRAINING ORDER	105.00
WRIT OF POSSESSION	150.00
PROTECTIVE ORDER (to be charged to respondent)	130.00
WRIT OF ATTACHMENT	145.00
WRIT OF SEQUESTRATION	145.00
WRIT OF GARNISHMENT	105.00
DISTRESS WARRANT	205.00
WRIT OF RE-ENTRY	150.00
PROPERTY CODE SHOW CAUSE ORDER	70.00
OTHER WRITS	105.00
MENTAL/ALCOHOL/DRUG COMMITMENT	15.00
PEACE BOND	15.00
POSTING WRITTEN NOTICE (each)	55.00
TAKING AND APPROVING BOND	30.00
EXECUTING A DEED	30.00
EXECUTING A BILL OF SALE	30.00
CRIMINAL RECORD/WARRANT LETTER	15.00

(†) The fees listed above apply to an unsuccessful attempt to provide this service as well as a successful attempt.

(*) County commission due based on percent of monies collected is 10% of 1st \$20,000; and 4% of amounts greater than \$20,000.

For a Writ of Possession served which exceeds two hours and for Writs served out of county that exceed two hours, an additional fee of \$50/hour/deputy is required for an officer to perform the service.

Other fees: Issuance, renewal or reinstatement of Alarm Permit: Residential, \$25.00; Commercial, \$50.00. Response to false alarm, if more than five false alarms have occurred within the preceding 12-month period, \$75.00. Sexually Oriented Businesses: Initial registration for exemption, \$50.00; Renewal of exemption, \$25.00; Initial or renewal application for Sexually Oriented Business License, \$500.00; Initial or renewal application for Operator's License, \$50.00; issuance of duplicate registration or license, \$15.00.

Approved by Travis County Commissioners Court on September 09, 2008.

TRAVIS COUNTY, TEXAS

BY: _____
Samuel T. Biscoe, Travis County Judge

8

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

RECEIVED

Please consider the following item for:
9-9-08

08 SEP -3 PM 3:56

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 Department of Labor for Health and Human Services and Veterans Services to host a Stand Down event for homeless veterans to enhance employment and training opportunities or promote self-sustainment.
- b) Approve grant contract with the Texas Department of Transportation to continue Comprehensive Underage Drinking Prevention program in the County Attorney's Office.
- c) Approve grant contract with the Texas Commission on Environmental Quality for Transportation and Natural Resources to support clean air projects proposed by the County through the Low Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP).
- d) Approve grant contract amendment with the Texas Department of Housing and Community Affairs, Low Income Home Energy Assistance Program (LIHEAP) for Health and Human Services and Veterans Services to provide assistance to an additional eight residences within Travis County.
- e) Approve grant contract amendment with the Texas Department of Housing and Community Affairs for Health and Human Services and Veterans Services to provide weatherization repairs for low income persons.
- f) Approve grant contract with Austin/Travis County Mental Health Mental Retardation (MHMR) for Community Resource Coordinator in Juvenile Probation Department.
- g) Request to authorize Criminal Courts to continue the Drug Court Program grant position through the end of September 2008. This allows continuation of the grant program until a fully executed contract can be completed.

Approved by:

Signature of Commissioner(s) or County Judge

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

_____ Additional funding for any department or for any purpose

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



_____ Grant

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
 FY 2008

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

Dept	Grant Title	Grant Period	Grant Amount	Local Funds (Donation)	County Match	Indirect Costs	FTEs	Notes	Page #
Applications									
a 58	Veterans Employment and Training Service (Stand Down)	11/15/2008 - 11/15/2008	\$7,000	\$3,000			1		10
Contracts									
b 19	Underage Drinking Prevention Program	10/1/2008 - 9/30/2011	\$177,976		\$107,282		3		23
c 49	TCEQ LIRAP Local Initiative Projects	5/6/2008 - 8/31/2009	\$443,325.66		\$443,326.55		1		94
d 58	LIHEAP Weatherization Assistance Program Amendment 1	4/1/2008 - 3/31/2009	\$193,067				1		102
e 58	DOE Weatherization Assistance Program Amendment 1	4/1/2008 - 3/31/2009	\$146,751				1		111
f 45	Community Resource Coordinator Contract	9/1/2008 - 8/31/2009	\$69,587				1		120
Permission to Continue									
g 24	Drug Diversion Court	9/1/2008 - 8/31/2009	\$188,474				1		140

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)			0.25	\$4,000	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
37	Internal Affairs Software Upgrade	\$50,000				9/2/2008
Total Outstanding		\$ 57,537,301	\$ 2,673,512		\$65,000	48.30

F

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	

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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		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				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
20	Help America Vote Act Making Polling Places Accessible	\$7,500			9/2/2008
20	Help America Vote Act Provide the Same Opportunity for Access and Participation to Individuals with Disabilities	\$2,000			9/2/2008
20	Help America Vote Act Grant Texas Election Administration Management "TEAM" Compatibility Grant Award Agreement	\$15,000			9/2/2008
20	TXDOT Selective Traffic Enforcement Program - FY 2009 STEP Wave	\$19,997	\$3,816		9/2/2008
37	Juvenile Accountability Block Grant (JABG)-Discretionary Funds Drug Court/In-Home Family Services Grant	\$117,500	\$13,100	0.25	9/2/2008
45	Integrated Child Support Cooperative Agreement	\$154,322			9/2/2008
		\$ 21,433,842	\$ 5,402,142	\$ 536,896	\$ 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 3		\$ 2,088,021			5/6/2008
Total Outstanding		\$ 1,219,572	\$ 2,125,693	\$ -	1.00	

* Original Grant Column shows Beginning FY'08 Amount

FY 2008 Grants Summary Report

Permission to Continue

Dept Grant	Name of Grant	Original Amount	Original County Match	Continuation Amount	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:	Travis County Health and Human Services and Veterans Service
Contact Person:	John C. Bradshaw
Title:	Contract Specialist
Phone Number:	854-4277

Grant Title:	Veterans' Employment and Training Service (Stand Down Grant)		
Grant Period:	From: 11/15/2008	To: 11/15/2008	
Grantor:	Department of Labor		

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	<i>County Match</i>	In-Kind	TOTAL
Personnel:						0
Operating:	7,000		3,000			10,000
Capital Equipment:						0
Indirect Costs:						0
Total:	7,000	0	3,000	0	0	10,000
FTEs:						

Performance Measures Applicable Dept. Measures*	Projected FY 08 Measure	Progress To Date:				Projected FY 09 Measure
		12/31/07	3/31/08	6/31/08	9/30/08	
Veteran contacts	12,840	3744	3275	3576		15,075
Measures For Grant						
Number of veteran's served	150					150

*The performance measure totals are not cumulative. They represent the totals for each quarter.

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

EH

PBO Recommendation:

Health and Human Services and Veterans Services (HHS & VS) is requesting Commissioners Court approval of an application to the Department of Labor to provide grant funds for the department to host a Stand Down event for homeless veterans at the pan American Recreation Center in East Austin on November 15, 2008. The activities must enhance employment and training opportunities or promote self-sustainment for homeless veterans. The grant totals \$7,000 and no County match is required. The Ending Community Homelessness Coalition (ECHO) is contributing \$3,000 to the event.

The original application was previously submitted without Commissioners Court approval. Additional information has been requested by the Grantor so the department wanted to present the requested new information and the original application to the Commissioners Court per our grant procedures.

PBO recommends Commissioner Court approval of this request.

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

Grant funds will be used to host a Stand Down for homeless veterans. This is a community event where a variety of services and referrals for services are provided to homeless veterans. The services provided at a Stand Down are often the catalyst that enables homeless veterans to get back into mainstream society. Stand Down activities must enhance employment and training opportunities or promote self-sustainment for homeless veterans. Typical services include temporary shelter, showers, haircuts, meals, clothing, health screenings, immunizations, legal services, benefits information, employment and training opportunities, etc. This grant enhances existing Veterans Service programs.

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.

The grant does not require a cash or in-kind match.

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

The current indirect cost rate assigned to TCHHSVS by the consultant Maximus is .4548%. At this rate, the administrative cost would be \$3,184. The \$7,000 federal grant will be used to buy

supplies for homeless veterans. There is not enough money elsewhere in the Veterans Service budget to makeup the shortfall that would occur if administrative costs were charged to the grant.

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

Yes.

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

NA

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.

Helping veterans is the core mission of Veterans Service. This grant will fund outreach services for homeless veterans.



**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 13, 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: Veterans Service Grant Application to Department of Labor

Proposed Motion:

Consider and take appropriate action to approve a \$7,000 grant application by Veterans Service to the Department of Labor for funds to help homeless veterans.

Summary and Staff Recommendation:

Grant funds will be used to host a Stand Down event for homeless veterans at the Pan American Recreation Center in East Austin on November 15. This event will offer a variety of services and referrals for homeless veterans. Stand Down activities must enhance employment and training opportunities or promote self-sustainment for homeless veterans. Typical services include temporary shelter, showers, haircuts, meals, clothing, health screenings, immunizations, legal services, benefits information, employment and training opportunities, etc.

TCHHSVS staff recommends approving this application.

Budgetary and Fiscal Impact:

The grant application is for \$7,000. Travis County is not required to provide a cash or in-kind match. The Ending Community Homelessness Coalition (ECHO) is contributing \$3,000 to this event.

Issues and Opportunities:

The services provided at a Stand Down event are often the catalyst that enables homeless veterans to get back into mainstream society.

Background:

After receiving notification of the grant availability in early June, Veterans Service staff proceeded to put together the required letters of support and other documentation and submitted an application by the June 30 deadline. This application did not receive prior approval from the Commissioners Court due to Veterans Service not being aware of this requirement. A representative from the Department of Labor has contacted Veterans Service and stated the application requires additional backup information. The application now before the court contains all of the documents in the original application as well as the additional information requested by the Department of Labor.

Cc: Olie Pope, Director, Travis County Veterans Service
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant 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

Equal Employment Opportunity Certification

Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs

OMB Control No. 2502-0029
(exp. 7/31/2009)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor 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; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor 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 its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination 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 contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.


The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address **TRAVIS COUNTY THROUGH TRAVIS COUNTY VETERANS SERVICE 100 N. INTERREGIONAL, SUITE 2400 AUSTIN, TX 78701**

By: 
Title **SAMUEL T. BISLOE TRAVIS COUNTY JUDGE**

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410 Definition of term "applicant".

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by reference to the equal opportunity clause.

200.425 Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

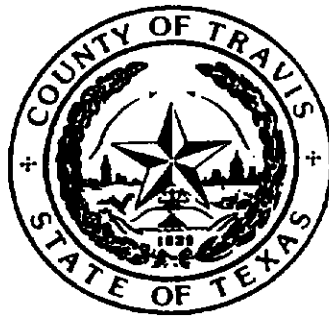
(1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.

(2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

(3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

(4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

(5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.



OLIE L. POPE, JR.
DIRECTOR,
TRAVIS COUNTY
VETERANS SERVICE
OFFICE

SUSAN N. LEWIS
SENIOR VETERANS
SERVICE SPECIALIST

**TRAVIS COUNTY
VETERANS SERVICE OFFICE
100 N. INTERREGIONAL, SUITE 2400
AUSTIN, TX 78701
P.O. BOX 1748, AUSTIN, TX 78767
512-854-9340 / FAX 512-854-4453**

BEVERLY GAINER
ASST. SERVICE OFFICER

GEORGE RUIZ
ASST. SERVICE OFFICER

RANDY MARSHALL
ASST. SERVICE OFFICER

June 30, 2008

John McKinney
Veterans Employment
The U.S. Department of Labor
1117 Trinity St.
Austin, Texas 78701

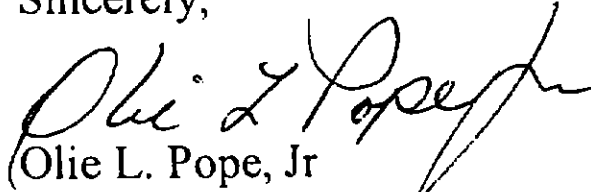
Dear Mr. John McKinney:

Please find enclosed the application for the U.S. Department of Labor's funding opportunity 17-805. Homelessness among our veterans are reaching catastrophic numbers; the outreach that can be attained with a grant from the Department of Labor and its partners such as "ECHO" Ending Community Homeless Coalition will go a long way of information proliferation to the targeted population as to where certain services can get obtained throughout the City of Austin and Travis County.

Please be advised that the County Judge is the authorized official to sign all grant applications and contracts for Travis County.

Your positive consideration toward this application will be greatly appreciated by those it will serve.

Sincerely,


Olie L. Pope, Jr
Veterans Service Officer

Budget Narrative
November 15, 2008
VA Stand Down

Budget Narrative of VA Stand Down Expenses by category:

This request will not have any Personnel Expenses.

1. The Stand Down will provide approximately **150** Back Packs for **150** Homeless Veterans for a total cost of **\$16.00** each x **150** units for a total of funds needed of **\$2400.00**
2. **150** 3 pack t-shirts different sizes cost **\$6.89** each unit for a total cost of **\$1033.50**
3. **150** units of 3-pack underwear at a cost of **\$3.99** each unit for a total cost of **\$598.50**
4. 150 units of 3-pack socks at a cost of **\$2.49** each unit for a total cost of **\$373.50**
5. 150 units of walking tennis shoes at a cost of \$17.00 each unit for a total cost of **\$2550.00**
6. The Total costs for the VA Stand Down **\$6955.50; \$44.50** will be used in case of unforeseen expenses for a total Budget of **\$7000.00** as requested by the Travis County Veterans services. The **\$3000.00** that will be matched by "ECHO" will be used to buy **150** meals at **\$8.00** a unit for a total cost of **\$1200.00** and the need to buy **150** hygiene units will exhaust the remainder of the **\$1800.00** for a **Grand Total expense for the Stand Down being \$10000.00**
7. The items listed above will be distributed to homeless veterans only and not to the general homeless population.

Program Narrative for Stand Down Grant Request.(FON 17-805)
From: Travis County Veterans Service Office, Austin, TX.

Requesting support for local Stand Down event that will be conducted on November 15, 2008 in Austin, Texas for one(1) day. The Stand Down will address the needs of approximately 150 homeless veterans in Travis County; this event held in a local community where homeless Veterans are provided with a wide variety of social services. Services provided at the Stand Down event will include showers, haircuts, meals, drinking water, clothing, sleeping bags, supplying hygiene care kits, reading glasses, medical examinations, immunizations, legal advice, State identification cards for participants, veterans benefit information, training program information, employment services, and referral to various supportive services. The critical services provided at a Stand Down event are often the catalyst that enables homeless veterans to return to mainstream society. The funds provided by the U.S. Department of Labor will be providing 150 3 pack cotton socks, 3 pack cotton t-shirts, 3 pack cotton underwear, a backpack and 150 pairs of walking tennis shoes. The distribution of the items noted above will be for homeless veterans only and not for the general homeless population

Your assistance for the Stand Down will be greatly appreciated.

Central Contract Confirmation Number

827154852

TEXAS VETERANS COMMISSION

Stephen F. Austin Building, Suite 620
P.O. Box 12277, Austin, Texas 78711-2277
(Phone) 512/ 463-6564; (FAX) 512/ 475-2395
Veterans' HOTLINE: 1-800-252-VETS (8387)
E-Mail: info@tvc.state.tx.us
Web: www.tvc.state.tx.us



KAREN S. RANKIN
Brigadier General, USAF (Retired)
Chair

T.P. O'MAHONEY
Vice Chairman

EZELL WARE, JR.
(BG) (CA) (Retired)
Secretary

ELISEO "AL" CANTU, JR.
Member

JOHN B. McKINNEY
Member

JAMES E. NIER
Executive Director

CHARLES BUERSCHINGER
Deputy Executive Director

JAMES O. RICHMAN
Director, Claims
Representation & Counseling

BILL WILSON
Director
Veterans Employment Services

CONSUELO M. JACKSITS
Director
Veterans Education

August 4, 2008

Mr. George Ruiz
Assistant Service Officer
Travis County
100 N. Interregional, Ste 2400
Austin, TX 78701

Dear Mr. Ruiz:

It is my pleasure to write a letter in support of Travis County's United States Department of Labor Veterans' Employment and Training Services (DOL-VETS) Solicitation for Grant Applications #17-905.

The Texas Veterans Commission (TVC) is dedicated to providing services to Texas veterans with an added emphasis on our homeless veteran population. The TVC is the advocate for Texas veterans, their families, and their survivors and takes great pride in providing quality service.

The significant services provided at this Stand Down to be conducted on November 15, 2008 in Austin will go along way in enabling homeless veterans to return to mainstream society. Services offered along with the funds providing socks, tennis shoes, t-shirts, underwear, and a backpack will be a tremendous help. We will support this event by providing Veterans Employment Representatives to ensure assistance is available to veterans seeking employment.

The TVC fully supports the Travis County Stand Down event designed to assist the homeless veteran population in Travis County. If you have any questions please feel free to contact me.

Sincerely,

Bill Wilson
Director, Veterans Employment Services



ECHO

Ending Community Homelessness Coalition

P.O. Box 1088
Austin, Texas
78767

512-972-6156

Chair
Edward McHorse

Co Vice-Chairs
John Nyfeler
Rick Rivera

Members-at-large
Kathy Anderson
Donna Carter
Frank Fernandez
John Rosato
Coni Stogner

**Co-Chairs, Planning
and Evaluation**

Vince Cobalis
Susan Szaniszló

Co-Chairs, Prevention

David Gomez
Kris Linenberger

Chair, Exiting
Helen Varty

**Co-Chairs, Community
Events/Education**
Mike McIntire
Tina Slayton

Ex-Officio
Sherr Fleming
David Lurie
Margaret Shaw
Vanessa Sarria

Staff
Gilja Koo

June 30, 2008

John McKinny
Veterans Employment
The U.S. Department of Labor
1117 Trinity St
Austin, TX 78701

Dear Mr. John McKinny:

On behalf of the Ending Community Homelessness Coalition (ECHO), I am writing this letter to indicate our strong support for Travis County HHSVS's grant proposal in response to the United States Department of Labor (DOL) Veterans Employment and Training Service's (VETS) Solicitation for Grant Applications #17-905.

ECHO is a community planning partnership that is responsible for addressing issues related to homelessness and fostering the implementation of the 10 Year Plan to end homelessness in Austin/Travis County. ECHO has been supportive of the Stand Down event, organized by a group of community volunteers, which links homeless veterans to agencies and resources. The critical services provided at a Stand Down event are often the catalyst that enables homeless veterans to return to mainstream society.

Travis County HHSVS's proposal is to support the Stand Down event, in Austin/Travis County, that will be held on November 15, 2008. The services and resources offered at the event will include assistance with job procurement, veterans benefit information, training program information, showers, haircuts, meals, drinking water, clothing, sleeping bags, supplying hygiene care kits, reading glasses, medical examinations, immunizations, legal advice, State identification cards for participants, and referral to various supportive services.

Please consider strongly the application for funding this proposal. The project will assist our community in moving closer toward achieving the goals of ending homelessness.

Sincerely yours,

Ed McHorse, Chair
Ending Community Homelessness Coalition

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:	County Attorney's Office, Underage Drinking Prevention Program
Contact Person:	Gloria Souhami
Title:	Program Director
Phone Number:	854-4229

Grant Title:	Underage Drinking Prevention Program		
Grant Period:	From: 10/1/2008	To: 9/30/2011	
Grantor:	Texas Department of Transportation		

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:	170,107	0	0	34,715	0	204,822
Operating:	7,869	0	0	1,000	71,567	80,436
Capital Equipment:	0	0	0	0	0	0
Indirect Costs:	0	0	0	0	0	0
Total:	177,976	0	0	35,715	71,567	285,258
FTEs:	3.00					3.00

Performance Measures Applicable Dept. Measures	Projected FY 08 Measure	Progress To Date:				Projected FY 09 Measure
		12/31/07	3/31/08	6/31/08	9/30/08	
Measures For Grant						
Presentations and community events	700	259	426	620	710	700
Involvement with other organizations and agencies	150	40	80	120	150	150
Media coverage	70	23	43	60	80	70
Number of material distributed	115,000	53,412	70,000	85,000	115,000	115,000

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

PBO Recommendation:

This is the grant contract to continue the Underage Drinking Prevention Program in the County Attorney's Office. The grant has a cash match of \$35,715. \$17,600 is from the General Fund and \$18,115 is from a transfer of CAPSO funds. The full match is included in the FY09 Preliminary budget.

PBO recommends approval of this grant contract.

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 existing program is to discourage illegal underage alcohol consumption in Travis County.

The County Attorney's Office is responsible for the prosecution of DWI/DUI cases and other alcohol related offenses in Travis County. The Comprehensive Underage Drinking Prevention Program provides prevention resources for the department and Travis County citizens.

The grant is enhancing an existing program by expanding community prevention activities to middle school youth while continuing education efforts to high school and college students as well as hosting information booths at community events and collaborating with other agencies.

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

The General Fund contributes \$17,600 toward the full time community educator's salary & mileage to meet match requirements. The County Attorney's Office contributes the remaining \$18,351 through CAPSO funds.

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.

Yes, a county match is required -- \$1,000 county commitment for mileage, \$15,750 contribution for school educator salary, \$17,231 portion of FTE salary and \$1,734 toward two FTE salaries and approximately \$72,000 in-kind services such as media, print shop, computer and network services, office space, fax, volunteer services, earned media credit, and telephone service.

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

They are not permitted and costs are included in matching funds.

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.

No, the program will not discontinue. The UDPP will request additional funding via grant extension.

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

N/A -- This program is a continuation of an existing program.

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

This program will expand community prevention activities to middle school age youth and 6th grade elementary school youth while continuing ongoing education efforts to Travis County high school and under 21 college students as well as parents. Will also expand community collaborations.

Texas Traffic Safety eGrants

Fiscal Year 2009

Organization Name: Travis County Attorney's UDPP

Legal Name: County of Travis

Payee Identification Number: 17460001922000

Project Title: Comprehensive Underage Drinking
Prevention Program

ID: 2009-Travis C-G-MYG-Yr1-0055

Period: 10/01/2008 to 09/30/2009

County of Travis
Comprehensive Underage Drinking Prevention Program

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **County of Travis** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2009.

Project Title: **Comprehensive Underage Drinking Prevention Program**

Project Description: To conduct a comprehensive underage drinking prevention program through educational efforts and peer to peer interaction to reduce underage alcohol consumption and underage drinking and driving.

Grant Period: This Grant becomes effective on **10/01/2008** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2011** unless terminated or otherwise modified.

Total Awarded: **\$1,042,428.60**

Amount Eligible for Reimbursement: **\$576,771.60**

Match Amount: **\$465,657.00**

Program Income: **\$0.00**

County of Travis
Comprehensive Underage Drinking Prevention Program

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

THE SUBGRANTEE

THE STATE OF TEXAS

County of Travis

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

[Legal Name of Agency]

By:

By:

[Authorized Signature]

[District Engineer Texas Department of
Transportation]

[Name]

[Name]

[Title]

[Title]

Date: _____

Date: _____

Under the authority of Ordinance or
Resolution Number (for local
government):
(If Applicable)

By:

Director, Traffic Operations Division Texas
Department of Transportation (Not required for
local project grants under \$100,000.00)

[Resolution Number]

Date: _____

County of Travis
Comprehensive Underage Drinking Prevention Program

General Information

Project Title Comprehensive Underage Drinking Prevention Program

Project Description To conduct a comprehensive underage drinking prevention program through educational efforts and peer to peer interaction to reduce underage alcohol consumption and underage drinking and driving.

How many years has your organization received funding for this project?

This will be our second year.

Project Director Name Gloria Souhami

Organization Address PO Box 1748
Austin, TX 78767

Mailing Address

Multi Year Proposal Selection

County of Travis
Comprehensive Underage Drinking Prevention Program

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of its compliance therewith.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 49 CFR (Code of Federal Regulations), Part 18; 49 CFR, Part 19 (OMB [Office of Management and Budget] Circular A-110); OMB Circular A-87; OMB Circular A-102; OMB Circular A-21; OMB Circular A-122; OMB Circular A-133; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)
- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- F. It will establish safeguards to prohibit employees from using their positions for a

County of Travis
Comprehensive Underage Drinking Prevention Program

- purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.
 - H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
 - I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulation, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any such federal requirements as the federal government may now or in the future promulgate.
 - J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
 - K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
 - L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person described in Section 573.062 of the Texas Government Code.
 - M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code,

County of Travis
Comprehensive Underage Drinking Prevention Program

unless otherwise expressly provided by law.

- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

- A. The method of payment for this Agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in the Project Budget will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B hereunder. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.
- B. All payments will be made in accordance with the Project Budget.

The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent per year of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants) messaging system, prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this Agreement.

For Selective Traffic Enforcement Program (STEP) grants *only*: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the 5 percent flexibility, with

County of Travis
Comprehensive Underage Drinking Prevention Program

- underrun funds from Budget Categories II or III.
- C. To be eligible for reimbursement under this Agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this Agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
 - D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.
 - E. Payment of costs incurred under this Agreement is further governed by one of the following cost principles, as appropriate, outlined in the Federal Office of Management and Budget (OMB) Circulars:
 - A-21, Cost Principles for Educational Institutions;
 - A-87, Cost Principles for State, Local, and Indian Tribal Governments; or,
 - A-122, Cost Principles for Nonprofit Organizations.
 - F. The Subgrantee agrees to submit monthly or quarterly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.
 - G. The Subgrantee agrees to submit the final Request for Reimbursement under this Agreement within forty-five (45) days of the end of the grant period.
 - H. Payments are contingent upon the availability of appropriated funds.
 - I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial Agreement period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred hereunder is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall so notify the Subgrantee, giving notice of intent to terminate this Agreement, as specified in Article 11 of this Agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may so notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This Agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

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ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

If the Subgrantee is of the opinion that any assigned work is beyond the scope of this Agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants system messaging. If the Department finds that such work does constitute additional work, the Department shall so advise the Subgrantee and a written amendment to this Agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

If the Subgrantee has submitted work in accordance with the terms of this Agreement but the Department requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under this Agreement, the Subgrantee shall make such revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

If the Subgrantee submits work that does not comply with the terms of this Agreement, the Department shall instruct the Subgrantee to make such revisions as are necessary to bring the work into compliance with this Agreement. No additional compensation shall be paid for this work.

The Subgrantee shall make revisions to the work authorized in this Agreement, which are necessary to correct errors or omissions appearing therein, when required to do so by the Department. No additional compensation shall be paid for this work.

The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. For short-term projects, only one report submitted by the Subgrantee at the end of the project may be required. For longer projects, the Subgrantee will submit reports at least quarterly and preferably monthly. The frequency of the performance reports is established through negotiation between the Subgrantee and the program or project manager.

For Selective Traffic Enforcement Programs (STEPs), performance reports must be submitted monthly.

The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns,

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overruns, or high unit costs.

The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

The Subgrantee shall promptly advise the Department in writing, through eGrants messaging, of events that will have a significant impact upon this Agreement, including:

- A. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
- B. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, (hereinafter called the records), and shall make such records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain said records for four (4) years from the date of final payment under this Agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the records. This right of access is not limited to the four (4) year period but shall last as long as the records are retained.

ARTICLE 9. INDEMNIFICATION

To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting such claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

Further, to the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all

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claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries or death to such employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

If the Subgrantee is a government entity, both parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This Agreement supercedes any prior oral or written agreements. If a conflict arises between this Agreement and the Traffic Safety Program Manual, this Agreement shall govern.

The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of Agreement work. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

This Agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described herein and these have been accepted by the Department, unless:

- This Agreement is terminated in writing with the mutual consent of both parties; or
- There is a written thirty (30) day notice by either party; or
- The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement which are directly attributable to the completed portion of the work covered by this Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

The Department and, when federal funds are involved, the US DOT, or any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

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If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

ARTICLE 13. AUDIT

The Subgrantee shall comply with the requirements of the Single Audit Act of 1984, Public Law (PL) 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133, "Audits of States, Local Governments, and Other Non-Profit Organizations."

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this Agreement. No subcontract will relieve the Subgrantee of its responsibility under this Agreement.

ARTICLE 15. GRATUITIES

Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this Agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

Any person doing business with or who reasonably speaking may do business with the Department under this Agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this Agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a

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bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this Agreement, or will be able to obtain such personnel from sources other than the Department.

All employees of the Subgrantee shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this Agreement in accordance with its own property management procedures, provided that the procedures are not in conflict with the Department's property management procedures or property management standards and federal standards, as appropriate, in:

- 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or
- 49 CFR, Part 19 (OMB Circular A-110), "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties hereto, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. *All rights to Department.* The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. *All rights to Subgrantee.* Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this Agreement without written consent of the Department through eGrants messaging.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

- A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the USDOT: 49 CFR, Part 21; 23 CFR, Subchapter C; and 41 CFR, Parts 60-74, as they may be amended periodically (hereinafter referred to as the Regulations). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).
- B. Nondiscrimination: The Subgrantee, with regard to the work performed during the period of this Agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.
- C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified

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by the Subgrantee of the Subgrantee's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

- D. Information and reports: The Subgrantee shall provide all information and reports required by the regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall so certify to the Department or the US DOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.
- E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this Agreement, the Department shall impose such sanctions as it or the US DOT may determine to be appropriate.
- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take such action with respect to any subcontract or procurement as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, apply to this Agreement as follows:

- The Subgrantee agrees to insure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with federal funds. In this regard, the Subgrantee shall make good faith efforts in accordance with 49 CFR Part 26, to insure that Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.
- The Subgrantee and any subcontractor shall not discriminate on the basis of race, color, sex, national origin, or disability in the award and performance of agreements funded in whole or in part with federal funds.

These requirements shall be included in any subcontract.

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Failure to carry out the requirements set forth above shall constitute a breach of this Agreement and, after the notification of the Department, may result in termination of this Agreement by the Department, or other such remedy as the Department deems appropriate.

ARTICLE 24. DEBARMENT/SUSPENSION

A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3) year period preceding this Agreement 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 federal, state, or local public 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;
3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
4. Have not, within a three (3) year period preceding this Agreement, had one or more federal, state, or local public transactions terminated for cause or default.

B. Where the Subgrantee is unable to certify to any of the statements in this Article, such Subgrantee shall attach an explanation to this Agreement.

C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension.

D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

ARTICLE 25. LOBBYING CERTIFICATION

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

A. No federally appropriated funds have been paid or will be paid by or on behalf of the

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Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal 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.

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

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

ARTICLE 26. CHILD SUPPORT STATEMENT

Unless the Subgrantee is a governmental or non-profit entity, the Subgrantee certifies that it either will go to the Department's website noted below and complete the Child Support Statement or already has a Child Support Statement on file with the Department. The Subgrantee is responsible for keeping the Child Support Statement current and on file with that office for the duration of this Agreement period. The Subgrantee further certifies that the Child Support Statement on file contains the child support information for the individuals or business entities named in this grant. Under Section 231.006, Family Code, the Subgrantee certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified grant or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

The form for the Child Support Statement is available on the Internet at:
<http://www.dot.state.tx.us/cso/default.htm>.

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RESPONSIBILITIES OF THE SUBGRANTEE:

- A. Carry out the objectives and performance measures of this Grant Agreement by implementing all activities in the Action Plan.
- B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).
- C. Attend Department-approved grant management training.
- D. Attend meetings according to the following:
1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and schedule for the following quarter's work.
 2. The project director or other qualified person will be available to represent the Subgrantee at meetings requested by the Department.
- E. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants) system messaging, prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.
- F. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement. For Department district-managed grants, the Subgrantee must have written Department district approval for travel and related expenses if outside of the Department district's boundaries.
- G. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.
- H. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or an activity already supported by local or state funds.
- I. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented during the grant year.

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RESPONSIBILITIES OF THE DEPARTMENT:

A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:

- review of periodic reports
- physical inspection of project records and supporting documentation
- telephone conversations
- e-mails and letters
- quarterly review meetings
- eGrants system messaging

B. Provide program management and technical assistance.

C. Attend appropriate meetings.

D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

E. Perform an administrative review of the project at the close of the grant period to:

- Ascertain whether or not the project objectives were met
- Review project accomplishments (performance measures completed, targets achieved)
- Document any progress towards self-sufficiency
- Account for any approved Program Income earned and expended
- Identify exemplary performance or best practices

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Alcohol and Other Drug Counter Measures

Select a goal:

To reduce the number of DWI-related crashes where the driver is under age 21

Select a strategy:

Develop innovative ways and programs to combat underage drinking and driving
Increase public education and information, concentrating on youth age 5-13 and 14-20, including parent education on drinking and driving
Improve education programs on alcohol and driving for youth
Improve anti-DWI public information and education campaigns

Select a Goal:

To reduce the number of DWI-related crashes, injuries, and fatalities

Select a strategy:

Develop innovative ways and programs to combat underage drinking and driving
Increase public education and information, concentrating on youth age 5-13 and 14-20, including parent education on drinking and driving
Improve education programs on alcohol and driving for youth
Improve anti-DWI public information and education campaigns

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Problem Identification and Solution

I. Problem Identification

Alcohol is the number one drug of choice among youth under 21 and 25% of alcohol consumed in the US is done so by youth under 21 (2008 Columbia University National Center on Addiction and Substance Abuse). In 2006, the Texas Department of Transportation reported Texas had over 1,670 fatalities that involved drivers under the influence of alcohol or drugs (Austin American-Statesman, December 12, 2007). In 2006, Texas led the nation with 227 teen drivers killed (National Highway Traffic Safety Administration).

The availability and use of alcohol resulting in underage drinking and driving crashes and fatalities has been identified as a significant community traffic safety problem and a quality of life issue for youth in Travis, Hays and Williamson counties. In 2007, the Austin Police Department reported that 48% of Austin's fatal car crashes were alcohol-related. Underage impaired driving and other illegal alcohol-related behaviors such as Minor in Possession (MIP) and making available continue to challenge parents, teachers, law enforcement and the community at large. From September 2006 to August 2007, the Texas Alcoholic Beverage Commission reports 420 Minor in Possession (MIP) cases were filed in Travis County, 31 in Williamson County and 40 in Hays County. With a growing population of over 900,000 in Travis County, over 350,000 in Williamson County, over 130,000 in Hays County and approximately 25% of the population in those three counties under age 18 (2006 US Census), the student population continues to grow each year, and so do new teen drivers, with a new crop of students each fall who have not been exposed to the UDPPs presentations. In 2006-2007, there were approximately 133,933 students in Travis County, 25,052 students in Hays County, and 84,980 students in Williamson County (Texas Education Agency).

The average age of first use in Texas is 12.4 years. Studies show that 47% of those who begin drinking alcohol before age 14 become dependent at some time in their lives. It is noted that 8th and 9th grade girls now drink as much as boys, but the physiological impact on them is greater (National Center for Addiction and Substance Abuse 2006).

Underage youth are attracted to the tri-county area by higher education institutions, and recreational and entertainment activities, and the 11th Annual Back-to-School Survey reports youth readily purchase alcohol or have it provided by an adult. The survey also shows that almost 1/2 of teens attend house parties where parents are present and teens are drinking (National Center for Addiction and Substance Abuse, September 2006).

DPS cites that a fatal DWI crash has the highest probability of occurring on a rural part of a US or state route between 1-2 AM and most likely involves an 18-year-old

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male driver. Travis, Hays and Williamson counties have many rural areas (populations under 5,000) where youth are drinking because there is not much else to do and youth are driving at the earliest legal age. A lack of activities and opportunities are cited as prime factors in the prevalence of underage drinking (Center for Enforcing Underage Drinking Laws).

In Austin, 18% of high school students report attending class high or drunk during the 2004-2005 school year (National Youth Anti-Drug Media Campaign). Alcohol was once again the most prevalent substance students reported using (Austin Independent School District 2003-2004). In the Eanes Independent School District (Travis County), their 2007 PRIDE Survey revealed that sixth-grade students reported an average age for first alcohol use at 10.2 years. The 2006 Texas School Survey revealed 10% of high school students admitted driving after having several alcoholic drinks during the past school year.

With resources and community collaborations in place, including the UDPP task force which celebrates a decade of community service in 2007, the Comprehensive Underage Drinking Prevention Program is in a unique position to reduce alcohol-related harm in the contiguous tri-county area by providing education and outreach prevention services as well as being a vehicle for changing social norms and perceptions about youth and alcohol. Efforts to reduce underage drinking must focus on adults as well as youth and must engage the community as a whole. Continuing the UDPP into year two provides the continuity to build on year one successes and makes a significant contribution in saving the lives of teenagers in the tri-county area by discouraging alcohol consumption.

II. Project Plan

Problem Solution

In order to resolve underage drinking issues in Travis, Williamson, and Hays counties, a program proposal for a comprehensive five-year plan is in place. This year two proposal for the FY'09 Comprehensive Travis County Underage Drinking Prevention Program, an award-winning project addressing underage drinking issue using the following measures:

UDPP will provide "Why Risk It?" presentations to high schools and "Busted!" presentation to middle schools. Both videos are locally produced and presentations are conducted by staff as well as community and law enforcement volunteers. UDPP will provide youth with the tools and resources to discourage alcohol involvement, MIPs, and future incidents of alcohol-related motor vehicle crashes, injuries and fatalities. It will also increase the awareness of risk, thereby reducing the number and severity of motor vehicle crashes among drivers under 21. Teen drinking has predictable and preventable patterns and conditions. UDPP assessments provide tools to tailor presentations to youth behaviors.

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Underage drinking cannot be successfully addressed by focusing on youth alone. Youth often obtain alcohol directly or indirectly from adults. Efforts to reduce underage drinking must focus on adults as well as youth and engage the community as a whole. The UDPP addresses this issue by providing adult/parent presentations that include the "Consequences/ Jacqueline Saburido" video. Adults are also targeted during the program's anti-DWI Emphasis Patrols, which currently include the Christmas/New Year's Emphasis Patrol in Travis County and the Valentine's Day Emphasis Patrol in Williamson County. The program will attend employee orientations, open enrollments and employee health fair events sponsored by local employers such as the United States Post Office, the State Attorney General's Office, the Texas Department of Agriculture, and State Farm Insurance.

Other educational program components will include media campaigns and participation in community grassroots projects such as Safe Homes. High-risk times such as spring break, prom and graduation and major holidays will be targeted. Increase participation and collaboration with groups such as the Ready by 21 Coalition, Austin Parks and Recreation Department, Girl Scouts, First Night Austin (alcohol-free New Year's Eve celebration), National Night Out (APD/TCSO), Hispanic Health Fair, St. Edward's University Alcohol and Other Drug Task Force, SoberRide, and the Safe Kids Coalition. Continue task force efforts by increasing membership and providing quality programs and speakers to the community. Will also utilize Travis County Television Cable Channel 17 for monthly public affairs show "Focus on Youth and Alcohol", as well as cablecast of Public Service Announcements.

The program has developed a cooperative effort with other law enforcement youth-alcohol programs including the TABC Fake ID program and the Travis County Sheriff's Office (TCSO) Teen Dating Violence Prevention Program. TABC, TCSO, Travis County Constables Office (TCCO), and the Texas Department of Public Safety (DPS) work directly with the UDPP in education efforts. The program also coordinates its anti-DWI Emphasis Patrols with the Travis County Sheriff's Office, the City of Austin Police Department, the Round Rock Police Department, and other law enforcement agencies. This media event during the holidays is reinforced by teen anti-DWI alcohol awareness presentations. It will solicit and maintain cooperative multi-jurisdictional law enforcement efforts addressing underage impaired driving.

UDPP strengths include name recognition, staff longevity, ongoing working relationships with school districts, train-the-trainer program, established task force and strong working relationships with local law enforcement agencies (Texas Alcoholic Beverage Commission (TABC), Travis County Sheriff's Office (TCSO) and the Austin Police Department [APD]) and media. In the past, the UDPP has responded to a number of requests for speaking engagements. For example, in FY '07, the UDPP presented at the Lifesavers Conference in Chicago and in FY '08, the program director was the presenter for a National Electronic Seminar (Internet/Audio Conference) for the Underage Drinking Training Enforcement Center. The UDPP will continue to respond to these requests. The train-the-trainer program will expand to

County of Travis
Comprehensive Underage Drinking Prevention Program

include additional Texas counties. To date, more than 20 U.S. counties have been trained and/or provided with training materials. The "Why Risk It?" program will expand to driver's education schools and faith-based youth programs. The anti-DWI high school program will be supported by the middle school prevention program, "Busted!", especially to 8th graders as they transition to high school.

UDPP will form a partnership with a local firm for media branding of the program.

County of Travis
 Comprehensive Underage Drinking Prevention Program

Objectives, PI&E, Performance Measures and Activities

Action Verb To Conduct

Target Number 160

Baseline Measure

Performance Measure "Why Risk It?" presentations to high school age youth in Travis (160), Hays (10) and Wilco (10)

Completion Date 9/30/2009

Activity	Responsible	Project Month													
		OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO
1. Contact high schools for presentations.	Subgrantee	P	P	P	P	P	P	P	P						
2. Contact community youth groups for programs.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P		
3. Conduct "Why Risk It?" presentations in high schools.	Subgrantee	P	P	P	P	P	P	P	P				P		
4. Conduct "Why Risk It?" presentations for youth agencies.	Subgrantee		P		P		P		P	P	P		P		
5. Participate in age appropriate community events.	Subgrantee	P	P		P		P		P	P	P		P		
6.															
7.															
8.															
9.															
10.															

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County of Travis
 Comprehensive Underage Drinking Prevention Program

Objectives, PI&E, Performance Measures and Activities

Action Verb To Conduct
Target Number 280
Baseline Measure
Performance Measure "Busted!" presentations to "tween" through 8th grade youth in Travis (230), Hays (25) and Wilco (25)
Completion Date 9/30/2009

	Activity	Responsible	Project Month													
			OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO
1.	Contact middle schools for presentations.	Subgrantee	P	P	P	P	P	P	P	P						
2.	Contact community youth groups for programs.	Subgrantee	P		P		P			P			P			
3.	Conduct "Busted!" presentations to "tween" and 6th through 8th grade youth.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P		
4.	Participate in age appropriate community events.	Subgrantee		P		P		P		P		P		P		
5.																
6.																
7.																
8.																
9.																
10.																

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County of Travis
Comprehensive Underage Drinking Prevention Program

Objectives, PI&E, Performance Measures and Activities

Action Verb To Collect

Target Number 12

Baseline Measure

Performance Measure months of UDPP statistics in Travis, Hays and Williamson Counties

Completion Date 9/30/2009

Activity	Responsible	Project Month													
		OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO
1. Identify/list agencies that collect data on underage drinking issues/offenses and violations in each county.	Subgrantee	P													
2. Compile data and determine any trends for each county.	Subgrantee			P					P						
3. Identify violator programs offered to youth offenders.	Subgrantee			P											
4. Identify and report on how each county processes MIP, DWI and DUI.	Subgrantee			P											
5. Identify youth community service options for each county.	Subgrantee							P	P						
6. Identify links between underage drinking and other social issues.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P	P	P
7. Compile information and data collected. Report findings on underage drinking statistics at end of year meeting with each county.	Subgrantee	P													
8.															
9.															

County of Travis
Comprehensive Underage Drinking Prevention Program

Objectives, PI&E, Performance Measures and Activities

Action Verb To Conduct

Target Number 1

Baseline Measure

Performance Measure year round public information and education (PI&E) campaign in the tri-county area

Completion Date 9/30/2009

Activity	Responsible	Project Month													
		OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO
1. Determine and develop types of materials needed.	Subgrantee		P	P											
2. Submit proposed materials and the PI&E plan to the Department for approval.	Subgrantee		P	P											
3. Produce/distribute materials & maintain records of all PI&E materials received and distributed.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P	P	
4. Report on activities.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P	P	
5. Participate in seasonal community campaigns: Christmas/New Year's, Spring Break and Graduation in coordination with federal and state campaigns.	Subgrantee	P	P												
6. Contact PTAs and other parent groups in all three counties on underage drinking and driving issues.	Subgrantee							P	P						
7. Utilize UDPP web site to convey information and utilize Internet to find statistics, resources, data and trends.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P	P	
8. Utilize public access TV for public service and community billboard announcements and	Subgrantee	P	P					P						P	

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County of Travis
Comprehensive Underage Drinking Prevention Program

	produce "Focus on Youth and Alcohol" TV show for TCTV.																			
9.	Submit press releases to exiting news sources (print & broadcast) in all three counties.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
10.	Update press kit & update program fact sheet with current data for distribution to task force, agencies and the public.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P

County of Travis
Comprehensive Underage Drinking Prevention Program

Objectives, PI&E, Performance Measures and Activities

Action Verb To Expand

Target Number 40

Baseline Measure

Performance Measure community events in Travis (30), Hays (5) and Williamson (5) County

Completion Date 9/30/2009

Activity	Responsible	Project Month													
		OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO
1. Identify and participate in school events, community and/or agency health fairs and employer initiatives.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P		
2. Collaborate with other agencies to prevent duplication of efforts.	Subgrantee	P		P		P		P		P		P			
3. Coordinate events in conjunction with local, state and federal campaigns.	Subgrantee		P			P		P							
4. Contact and work with local colleges and universities on underage drinking and driving prevention efforts.	Subgrantee	P	P	P		P		P		P		P			
5. Attend the "Safe Homes" initiative meetings in Travis County.	Subgrantee		P		P		P		P				P		
6. Provide presentations to and staff information booths at recreation centers.	Subgrantee									P	P	P			
7. Evaluate current outreach and distribute program information packets to schools, youth centers, churches, and other youth organizations.	Subgrantee	P			P		P				P	P			
8. Work with education centers in each county.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P	P	P

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Comprehensive Underage Drinking Prevention Program

9. Contact PTAs and other parent groups in three counties on underage drinking/driving issues.	Subgrantee			P	P	P	
10.							

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County of Travis
Comprehensive Underage Drinking Prevention Program

Objectives, PI&E, Performance Measures and Activities

Action Verb To Conduct
 Target Number 5

Baseline Measure

Performance Measure Underage Drinking Prevention Task Force meetings

Completion Date 9/30/2009

Activity	Responsible	Project Month													
		OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO
1. Maintain a database of coalition task force members.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P	P	
2. Determine speakers and agenda for task force meetings.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P	P	
3. Invite representatives from Williamson and Hays Counties to attend task force meetings.	Subgrantee	P													
4. Conduct and attend task force meetings.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P	P	
5. Provide statistics to task force members.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P	P	
6. Utilize print and broadcast media and Internet to announce task force meetings and activities.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P	P	
7. Coordinate activities with other groups and agencies to prevent duplication of efforts.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P	P	
8. Partner with Hays and Williamson Counties on task force activities.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P	P	
9.															
10.															

County of Travis
Comprehensive Underage Drinking Prevention Program

Budget Summary

Budget Category	TxDOT	Match	Program Income	Total
Category I - Labor Costs				
(100) Salaries:	\$116,456.00	\$20,364.00	\$0	\$136,820.00
(200) Fringe Benefits:	\$58,143.74	\$0	\$0	\$58,143.74
Sub-Total:	\$174,599.74	\$20,364.00	\$0	\$194,963.74
Category II - Other Direct Costs				
(300) Travel:	\$2,682.89	\$1,000.00	\$0	\$3,682.89
(400) Equipment:				\$0
(500) Supplies:	\$0	\$950.00	\$0	\$950.00
(600) Contractual Services:	\$0	\$71,745.00	\$0	\$71,745.00
(700) Other Miscellaneous:	\$4,400.00	\$21,160.00	\$0	\$25,560.00
Sub-Total:	\$7,082.89	\$94,855.00	\$0	\$101,937.89
Total Direct Costs:	\$181,682.63	\$115,219.00	\$0	\$296,901.63
Category III - Indirect Costs				
(800) Indirect Cost Rate:				\$0
Summary				
Total Labor Costs:	\$174,599.74	\$20,364.00	\$0	\$194,963.74
Total Direct Costs:	\$7,082.89	\$94,855.00	\$0	\$101,937.89
Total Indirect Costs:				\$0
Grand Total:	\$181,682.63	\$115,219.00	\$0	\$296,901.63
Fund Sources: (Percent Share)	61.19%	38.81%	0.00%	

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

County of Travis
Comprehensive Underage Drinking Prevention Program

Texas Traffic Safety eGrants

Fiscal Year 2009

Organization Name: Travis County Attorney's UDPP

Legal Name: County of Travis

Payee Identification Number: 17460001922000

Project Title: Comprehensive Underage Drinking
Prevention Program

ID: 2010-Travis C-G-MYG-Yr2-0073

Period: 10/01/2009 to 09/30/2010

County of Travis
Comprehensive Underage Drinking Prevention Program

General Information

Project Title Comprehensive Underage Drinking Prevention Program

Project Description To conduct a comprehensive underage drinking prevention program through educational efforts and peer to peer interaction to reduce underage alcohol consumption and underage drinking and driving.

How many years has your organization received funding for this project?

This will be our third year.

Project Director Name Gloria Souhami

Organization Address PO Box 1748
Austin, TX 78767

Mailing Address

Multi Year Proposal Selection
2009-Travis C-G-MYG-Yr1-0055

County of Travis
Comprehensive Underage Drinking Prevention Program

Alcohol and Other Drug Counter Measures

Select a goal:

To reduce the number of DWI-related crashes where the driver is under age 21

Select a strategy:

Develop innovative ways and programs to combat underage drinking and driving
Increase public education and information, concentrating on youth age 5-13 and 14-20, including parent education on drinking and driving
Improve education programs on alcohol and driving for youth
Improve anti-DWI public information and education campaigns

Select a Goal:

To reduce the number of DWI-related crashes, injuries, and fatalities

Select a strategy:

Develop innovative ways and programs to combat underage drinking and driving
Increase public education and information, concentrating on youth age 5-13 and 14-20, including parent education on drinking and driving
Improve education programs on alcohol and driving for youth
Improve anti-DWI public information and education campaigns

County of Travis
Comprehensive Underage Drinking Prevention Program

Problem Identification and Solution

I. Problem Identification

Alcohol is the number one drug of choice among youth under 21 and 25% of alcohol consumed in the U.S. is done so by youth under 21 (2008 Columbia University National Center on Addiction and Substance Abuse). In 2006, the Texas Department of Transportation reported Texas had over 1,670 fatalities that involved drivers under the influence of alcohol or drugs (Austin American-Statesman, December 12, 2007). In 2006, Texas led the nation with 227 teen drivers killed (National Highway Traffic Safety Administration).

The availability and use of alcohol resulting in underage drinking and driving crashes and fatalities has been identified as a significant community traffic safety problem and a quality of life issue for youth in Travis, Hays and Williamson counties. In 2007, the Austin Police Department reported that 48% of Austin's fatal car crashes were alcohol-related. Underage impaired driving and other illegal alcohol-related behaviors such as Minor in Possession (MIP) and making available continue to challenge parents, teachers, law enforcement and the community at large. From September 2006 to August 2007, the Texas Alcoholic Beverage Commission reports 420 Minor in Possession (MIP) cases were filed in Travis County, 31 in Williamson County and 40 in Hays County. With a population of over 900,000 in Travis County, over 350,000 in Williamson County, over 130,000 in Hays County and approximately 25% of the population in those three counties under age 18 (2006 US Census), the student population continues to grow each year, and so do new teen drivers, with a new crop of students each fall who have not been exposed to the UDPPs presentations. In 2006-2007, there were approximately 133,933 students in Travis County, 25,052 students in Hays County, and 84,980 students in Williamson County (Texas Education Agency).

The average age of first use in Texas is 12.4 years. Studies show that 47% of those who begin drinking alcohol before age 14 become dependent at some time in their lives. It is noted that 8th and 9th grade girls now drink as much as boys, but the physiological impact on them is greater (National Center for Addiction and Substance Abuse 2006).

Underage youth are attracted to the tri-county area by higher education institutions, and recreational and entertainment activities, and the 11th Annual Back-to-School Survey reports youth readily purchase alcohol or have it provided by an adult. The survey also shows that almost 1/2 of teens attend house parties where parents are present and teens are drinking (National Center for Addiction and Substance Abuse, September 2006).

DPS cites that a fatal DWI crash has the highest probability of occurring on a rural part of a U.S. or state route between 1-2 AM and most likely involves an 18-year-old

County of Travis
Comprehensive Underage Drinking Prevention Program

male driver. Travis, Hays and Williamson counties have many rural areas (populations under 5,000) where youth are drinking because there is not much else to do and youth are driving at the earliest legal age. A lack of activities and opportunities are cited as prime factors in the prevalence of underage drinking (Center for Enforcing Underage Drinking Laws).

"Prevention strategies help children in Travis County resist the use of substances. Children and adolescents are especially vulnerable to substance use and dependence. Considering the early age at which many students begin experimenting with substances, prevention efforts must start early, definitely before the age of 21, " Travis County 2001 CAN Assessment Report. In Austin, 18% of high school students report attending class high or drunk during the 2004-2005 school year (National Youth Anti-Drug Media Campaign). Alcohol was once again the most prevalent substance students reported using (Austin Independent School District 2003-2004). In the Eanes Independent School District (Travis County), their 2008 PRIDE Survey revealed that sixth-grade students reported an average age for first alcohol use at 10.2 years. The 2006 Texas School Survey revealed 10% of high school students admitted driving after having several alcoholic drinks during the past school year.

With resources and community collaborations in place, including the UDPP task force which celebrates a decade of community service in 2007, the Comprehensive Underage Drinking Prevention Program is in a unique position to reduce alcohol-related harm in the contiguous tri-county area by providing education and outreach prevention services as well as being a vehicle for changing social norms and perceptions about youth and alcohol. Efforts to reduce underage drinking must focus on adults as well as youth and must engage the community as a whole. Continuing the UDPP into year three provides the continuity to build on year one and two successes and makes a significant contribution in saving the lives of teenagers in the tri-county area by discouraging alcohol consumption.

II. Project Plan

Problem Solution

In order to resolve underage drinking issues in Travis, Williamson, and Hays counties, a program proposal for a comprehensive five-year plan is in place. This year three proposal for the FY'10 Comprehensive Travis County Underage Drinking Prevention Program, an award-winning project uses the following measures:

UDPP will provide "Why Risk It?" and "Busted!" presentation to high schools and middle schools. Both videos are locally produced and presentations are conducted by staff as well as community and law enforcement volunteers. UDPP will provide youth with the tools and resources to discourage alcohol involvement. It will also increase risk awareness, thereby reducing the number and severity of motor vehicle crashes among drivers under 21. Teen drinking has predictable and preventable patterns and

County of Travis
Comprehensive Underage Drinking Prevention Program

conditions. UDPP assessments provide tools to tailor presentations to youth behaviors.

Underage drinking cannot be successfully addressed by focusing on youth alone. Youth often obtain alcohol directly or indirectly from adults. Efforts to reduce underage drinking must engage the entire community. The UDPP addresses this issue by providing adult/parent presentations that include the "Consequences/Jacqueline Saburido" video, conducted for PTAs, teacher staff/development trainings and other parent groups. Adults are also targeted during the program's anti-DWI Emphasis Patrols, which currently include the Christmas/New Year's Emphasis Patrol in Travis County and the Valentine's Day Emphasis Patrol in Williamson County. The program will attend orientations, open enrollments and health fairs sponsored by employers such as the U.S. Post Office, the Texas Department of Agriculture, and State Farm Insurance.

Other educational program components will include media campaigns and participation in grassroots projects such as Safe Homes. High-risk times such as spring break, prom and graduation and major holidays will be targeted. Increase participation and collaboration with groups such as the Ready by 21 Coalition, Austin/Travis County Suicide Prevention Coalition, Behavioral Health Partnership, Child/Youth Mental Planning Partnership, Austin Parks and Recreation Department, First Night Austin (alcohol-free New Year's Eve celebration), National Night Out (APD/TCSO), Hispanic Health Fair, St. Edward's University Alcohol and Other Drug Task Force, SoberRide, and the Safe Kids Coalition. Continue task force efforts by increasing membership and providing quality programs and speakers. Will also utilize Travis County Television for public affairs show "Focus on Youth and Alcohol", as well as cablecast of Public Service Announcements.

The program has developed a cooperative effort with law enforcement youth-alcohol programs including the TABC Fake ID program and the Travis County Sheriff's Office (TCSO) Teen Dating Violence Prevention Program. TABC, TCSO, Travis County Constables Office (TCCO), and the Texas Department of Public Safety (DPS) work directly with the UDPP in education efforts

UDPP strengths include name recognition, staff longevity, train-the-trainer program, established task force and strong working relationships with independent school districts and local law enforcement agencies (Texas Alcoholic Beverage Commission (TABC), Travis County Sheriff's Office (TCSO) and the Austin Police Department [APD]) and media. In the past, the UDPP has responded to requests for speaking engagements. For example, in FY '07, the UDPP presented at the Lifesavers Conference in Chicago and in FY '08, the program director was the presenter for a National Electronic Seminar (Internet/Audio Conference) for the Underage Drinking Training Enforcement Center. The UDPP will continue to respond to these requests. The train-the-trainer program will expand to include additional Texas counties. To date, more than 20 U.S. counties have been trained and/or provided with training materials. The "Why Risk It?" program will expand to driver's education and faith-

County of Travis
Comprehensive Underage Drinking Prevention Program

based youth programs. The anti-DWI high school program will be supported by the middle school prevention program, "Busted!", especially to 8th graders as they transition to high school.

Per recommendations of the 2006 Capital Area Community Agenda Project (United Way and the Ray Marshall Center for Human Resource Studies), UDPP efforts are aligned with findings that stated:

There was a need for specialized "niche" organizations providing community services as well as larger organizations providing "comprehensive" services.

Community stakeholders found youth issues "most pressing". One key recommendation is to promote a comprehensive community plan for wellness and prevention. The UDPP continues to implement its comprehensive program as a result of these and other findings.

The UDPP will utilize branded materials to enhance marketing efforts and its mission statement: to create a community consensus that underage drinking is illegal, unhealthy and unacceptable.

County of Travis
 Comprehensive Underage Drinking Prevention Program

Objectives, PI&E, Performance Measures and Activities

Action Verb To Conduct
Target Number 280
Baseline Measure "Busted!" presentations to "tween" through 8th grade youth in Travis (230), Hays (25) and Wilco (25)
Performance Measure (25)
Completion Date 9/30/2010

Activity	Responsible	Project Month													
		OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO
1. Contact middle schools for presentations.	Subgrantee	P	P	P	P	P	P	P							
2. Contact community youth groups for programs.	Subgrantee	P							P						
3. Conduct "Busted!" presentations to "tween" and 6th through 8th grade youth.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P		
4. Participate in age appropriate community events.	Subgrantee													P	
5.															
6.															
7.															
8.															
9.															
10.															

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County of Travis
Comprehensive Underage Drinking Prevention Program

Objectives, PI&E, Performance Measures and Activities

Action Verb To Conduct
Target Number 160
Baseline Measure
Performance Measure "Why Risk It?" presentations to high school age youth in Travis (160), Hays (10) and Wilco (10)
Completion Date 9/30/2011

Activity	Responsible	Project Month													
		OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO
1. Contact high schools for presentations.	Subgrantee	P	P	P	P	P	P	P	P						
2. Contact community youth groups for programs.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P			
3. Conduct "Why Risk It?" presentations in high schools.	Subgrantee	P	P	P	P	P	P	P	P				P		
4. Conduct "Why Risk It?" presentations for youth agencies.	Subgrantee				P					P	P	P			
5. Participate in age appropriate community events.	Subgrantee					P						P			
6.															
7.															
8.															
9.															
10.															

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County of Travis
Comprehensive Underage Drinking Prevention Program

Objectives, PI&E, Performance Measures and Activities

Action Verb To Expand
Target Number 40
Baseline Measure
Performance Measure community events in Travis (30), Hays (5) and Williamsoun (5) County
Completion Date 9/30/2010

Activity	Responsible	Project Month													
		OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO
1. Identify and participate in school events, community and/or agency health fairs and employer initiatives.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P		
2. Collaborate with other agencies to prevent duplication of efforts.	Subgrantee		P		P		P		P		P		P		
3. Coordinate events in conjunction with local, state and federal campaigns.	Subgrantee			P		P		P							
4. Contact and work with local colleges and universities on underage drinking and driving prevention efforts.	Subgrantee	P		P		P			P				P		
5. Attend the "Safe Homes" initiative meetings in Travis County.	Subgrantee		P		P		P							P	
6. Provide presentations to and staff information booths at recreation centers.	Subgrantee									P	P	P			
7. Evaluate current outreach and distribute program information packets to schools, youth centers, churches, and other youth organizations.	Subgrantee	P			P		P				P				
8. Work with education centers in each county.	Subgrantee	P		P		P		P		P		P			

County of Travis
Comprehensive Underage Drinking Prevention Program

	Subgrantee		P	P	P				
9. Contact PTAs and other parent groups in three counties on underage drinking/driving issues.			P	P	P				
10.									

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8/28/2008

County of Travis
Comprehensive Underage Drinking Prevention Program

Objectives, PI&E, Performance Measures and Activities

Action Verb To Collect

Target Number 12

Baseline Measure

Performance Measure months of UDPP statistics in Travis, Hays and Williamson Counties

Completion Date 9/30/2010

Activity	Responsible	Project Month													
		OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO
1. Identify/list agencies that collect data on underage drinking issues/offenses and violations in each county.	Subgrantee	P													
2. Compile data and determine any trends for each county.	Subgrantee			P					P						
3. Identify violator programs offered to youth offenders.	Subgrantee			P											
4. Identify and report on how each county processes MIP, DWI and DUI.	Subgrantee			P											
5. Identify youth community service options for each county.	Subgrantee						P								
6. Identify links between underage drinking and other social issues.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P	P	P
7. Compile information and data collected. Report findings on underage drinking statistics at end of year meeting with each county.	Subgrantee	P													
8.															
9.															

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County of Travis
 Comprehensive Underage Drinking Prevention Program

Objectives, PI&E, Performance Measures and Activities

Action Verb To Conduct
Target Number 5
Baseline Measure
Performance Measure Underage Drinking Prevention Task Force meetings
Completion Date 9/30/2010

Activity	Responsible	Project Month													
		OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO
1. Maintain a database of coalition task force members.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P		
2. Determine speakers and agenda for task force meetings.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P		
3. Invite representatives from Williamson and Hays Counties to attend task force meetings.	Subgrantee	P			P				P				P		
4. Conduct and attend task force meetings.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P		
5. Provide statistics to task force members.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P		
6. Utilize print and broadcast media and Internet to announce task force meetings and activities.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P		
7. Coordinate activities with other groups and agencies to prevent duplication of efforts.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P		
8. Partner with Hays and Williamson Counties on task force activities.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P		
9.															
10.															

County of Travis
Comprehensive Underage Drinking Prevention Program

Objectives, PI&E, Performance Measures and Activities

Action Verb To Conduct
Target Number 1

Baseline Measure

Performance Measure year round public information and education (PI&E) campaign in the tri-county area

Completion Date 9/30/2010

Activity	Responsible	Project Month													
		OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO
1. Determine and develop types of materials needed.	Subgrantee		P	P											
2. Submit proposed materials and the PI&E plan to the Department for approval.	Subgrantee		P	P											
3. Produce/distribute materials & maintain records of all PI&E materials received and distributed.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P	P	
4. Report on activities.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P	P	
5. Participate in seasonal community campaigns: Christmas/New Year's, Spring Break and Graduation in coordination with federal and state campaigns.	Subgrantee	P	P												
6. Contact PTAs and other parent groups in all three counties on underage drinking and driving issues.	Subgrantee							P	P						
7. Utilize UDPP web site to convey information and utilize Internet to find statistics, resources, data and trends.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P	P	
8. Utilize public access TV for public service and community billboard announcements and	Subgrantee	P	P					P						P	

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County of Travis
Comprehensive Underage Drinking Prevention Program

produce "Focus on Youth and Alcohol" TV show for TCTV.										
9. Submit press releases to exiting news sources (print & broadcast) in all three counties.	Subgrantee	P	P	P	P	P	P	P	P	P
10. Update press kit & update program fact sheet with current data for distribution to task force, agencies and the public.	Subgrantee	P	P	P	P	P	P	P	P	P

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County of Travis
Comprehensive Underage Drinking Prevention Program

Budget Summary

Budget Category		TxDOT	Match	Program Income	Total
Category I - Labor Costs					
(100)	Salaries:	\$121,173.00	\$20,364.00	\$0	\$141,537.00
(200)	Fringe Benefits:	\$65,043.89	\$0	\$0	\$65,043.89
	Sub-Total:	\$186,216.89	\$20,364.00	\$0	\$206,580.89
Category II - Other Direct Costs					
(300)	Travel:	\$3,133.10	\$1,000.00	\$0	\$4,133.10
(400)	Equipment:				\$0
(500)	Supplies:	\$0	\$950.00	\$0	\$950.00
(600)	Contractual Services:	\$0	\$111,745.00	\$0	\$111,745.00
(700)	Other Miscellaneous:	\$4,400.00	\$21,160.00	\$0	\$25,560.00
	Sub-Total:	\$7,533.10	\$134,855.00	\$0	\$142,388.10
Total Direct Costs:		\$193,749.99	\$155,219.00	\$0	\$348,968.99
Category III - Indirect Costs					
(800)	Indirect Cost Rate:				\$0
Summary					
	Total Labor Costs:	\$186,216.89	\$20,364.00	\$0	\$206,580.89
	Total Direct Costs:	\$7,533.10	\$134,855.00	\$0	\$142,388.10
	Total Indirect Costs:				\$0
Grand Total:		\$193,749.99	\$155,219.00	\$0	\$348,968.99
	Fund Sources: (Percent Share)	55.52%	44.48%	0.00%	

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

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County of Travis
Comprehensive Underage Drinking Prevention Program

Texas Traffic Safety eGrants

Fiscal Year 2009

Organization Name: Travis County Attorney's UDPP

Legal Name: County of Travis

Payee Identification Number: 17460001922000

Project Title: Comprehensive Underage Drinking
Prevention Program

ID: 2011-Travis C-G-MYG-Yr3-0075

Period: 10/01/2010 to 09/30/2011

County of Travis
Comprehensive Underage Drinking Prevention Program

General Information

Project Title Comprehensive Underage Drinking Prevention Program

Project Description To conduct a comprehensive underage drinking prevention program through educational efforts and peer to peer interaction to reduce underage alcohol consumption and underage drinking and driving.

How many years has your organization received funding for this project?

This will be our fourth year.

Project Director Name Gloria Souhami

Organization Address PO Box 1748
Austin, TX 78767

Mailing Address

Multi Year Proposal Selection
2009-Travis C-G-MYG-Yr1-0055

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County of Travis
Comprehensive Underage Drinking Prevention Program

Alcohol and Other Drug Counter Measures

Select a goal:

To reduce the number of DWI-related crashes where the driver is under age 21

Select a strategy:

Develop innovative ways and programs to combat underage drinking and driving
Increase public education and information, concentrating on youth age 5-13 and 14-20, including parent education on drinking and driving
Improve education programs on alcohol and driving for youth
Improve anti-DWI public information and education campaigns

Select a Goal:

To reduce the number of DWI-related crashes, injuries, and fatalities

Select a strategy:

Develop innovative ways and programs to combat underage drinking and driving
Increase public education and information, concentrating on youth age 5-13 and 14-20, including parent education on drinking and driving
Improve education programs on alcohol and driving for youth
Improve anti-DWI public information and education campaigns

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County of Travis
Comprehensive Underage Drinking Prevention Program

Problem Identification and Solution

I. Problem Identification

Alcohol is the number one drug of choice among youth under 21 and 25% of alcohol consumed in the U.S. is done so by youth under 21 (2008 Columbia University National Center on Addiction and Substance Abuse). In 2006, the Texas Department of Transportation reported Texas had over 1,670 fatalities that involved drivers under the influence of alcohol or drugs (Austin American-Statesman, December 12, 2007. In 2006, Texas led the nation with 227 teen drivers killed (National Highway Traffic Safety Administration).

The availability and use of alcohol resulting in underage drinking and driving crashes and fatalities has been identified as a significant community traffic safety problem and a quality of life issue for youth in Travis, Hays and Williamson counties. In 2007, the Austin Police Department reported that 48% of Austin's fatal car crashes were alcohol-related. Underage impaired driving and other illegal alcohol-related behaviors such as Minor in Possession (MIP) and making available continue to challenge parents, teachers, law enforcement and the community at large. From September 2006 to August 2007, the Texas Alcoholic Beverage Commission reports 420 Minor in Possession (MIP) cases were filed in Travis County, 31 in Williamson County and 40 in Hays County. With a population of over 900,000 in Travis County, over 350,000 in Williamson County, over 130,000 in Hays County and approximately 25% of the population in those three counties under age 18 (2006 US Census), the student population continues to grow each year, and so do new teen drivers, with a new crop of students each fall who have not been exposed to the UDPPs presentations. In 2006-2007, there were approximately 133,933 students in Travis County, 25,052 students in Hays County, and 84,980 students in Williamson County (Texas Education Agency).

The average age of first use in Texas is 12.4 years. Studies show that 47% of those who begin drinking alcohol before age 14 become dependent at some time in their lives. It is noted that 8th and 9th grade girls now drink as much as boys, but the physiological impact on them is greater (National Center for Addiction and Substance Abuse 2006).

Underage youth are attracted to the tri-county area by higher education institutions, and recreational and entertainment activities, and the 11th Annual Back-to-School Survey reports youth readily purchase alcohol or have it provided by an adult. The survey also shows that almost 1/2 of teens attend house parties where parents are present and teens are drinking (National Center for Addiction and Substance Abuse, September 2006).

Department of Public Safety (DPS) cites that a fatal DWI crash has the highest probability of occurring on a rural part of a U.S. or state route between 1-2 AM and

County of Travis
Comprehensive Underage Drinking Prevention Program

most likely involves an 18-year-old male driver. Travis, Hays and Williamson counties have many rural areas (populations under 5,000) where youth are drinking because there is not much else to do and youth are driving at the earliest legal age. A lack of activities and opportunities are cited as prime factors in the prevalence of underage drinking (Center for Enforcing Underage Drinking Laws).

"Prevention strategies help children in Travis County resist the use of substances. Children and adolescents are especially vulnerable to substance use and dependence. Considering the early age at which many students begin experimenting with substances, prevention efforts must start early, definitely before the age of 21, " Travis County 2001 CAN Assessment Report. In Austin, 18% of high school students report attending class high or drunk during the 2004-2005 school year (National Youth Anti-Drug Media Campaign). Alcohol was once again the most prevalent substance students reported using (Austin Independent School District 2003-2004). In the Eanes Independent School District (Travis County), their 2008 PRIDE Survey revealed that sixth-grade students reported an average age for first alcohol use at 10.2 years. The 2006 Texas School Survey revealed 10% of high school students admitted driving after having several alcoholic drinks during the past school year.

With resources and community collaborations in place, including the UDPP task force which celebrates a decade of community service in 2007, the Comprehensive Underage Drinking Prevention Program is in a unique position to reduce alcohol-related harm in the contiguous tri-county area by providing education and outreach prevention services as well as being a vehicle for changing social norms and perceptions about youth and alcohol. Efforts to reduce underage drinking must focus on adults as well as youth and must engage the community as a whole. Continuing the UDPP into year four provides the continuity to build on year one, two and three successes and makes a significant contribution in saving the lives of teenagers in the tri-county area by discouraging alcohol consumption.

II. Project Plan

Problem Solution

In order to resolve underage drinking issues in Travis, Williamson, and Hays counties, a program proposal for a comprehensive five-year plan is in place. This year four proposal for the FY'11 Comprehensive Travis County Underage Drinking Prevention Program, an award-winning project uses the following measures:

UDPP will provide "Why Risk It?" and "Busted!" presentation to high schools and middle schools. Both videos are locally produced and presentations are conducted by staff as well as community and law enforcement volunteers. UDPP will provide youth with the tools and resources to discourage alcohol involvement. It will also increase risk awareness, thereby reducing the number and severity of motor vehicle crashes among drivers under 21. Teen drinking has predictable and preventable patterns and

County of Travis
Comprehensive Underage Drinking Prevention Program

conditions. UDPP assessments provide tools to tailor presentations to youth behaviors.

Underage drinking cannot be successfully addressed by focusing on youth alone. Youth often obtain alcohol directly or indirectly from adults. Efforts to reduce underage drinking must engage the entire community. The UDPP addresses this issue by providing adult/parent presentations that include the "Consequences/ Jacqueline Saburido" video, conducted for PTAs, teacher staff/development trainings and other parent groups. Adults are also targeted during the program's anti-DWI Emphasis Patrols, which currently include the Christmas/New Year's Emphasis Patrol in Travis County and the Valentine's Day Emphasis Patrol in Williamson County. The program will attend orientations, open enrollments and health fairs sponsored by employers such as the U.S. Post Office, the Texas Department of Agriculture, and State Farm Insurance.

Other educational program components will include media campaigns and participation in grassroots projects such as Safe Homes. High-risk times such as spring break, prom and graduation and major holidays will be targeted. Increase participation and collaboration with groups such as the Ready by 21 Coalition, Austin/Travis County Suicide Prevention Coalition, Behavioral Health Partnership, Child/Youth Mental Planning Partnership, Austin Parks and Recreation Department, First Night Austin (alcohol-free New Year's Eve celebration), National Night Out, Hispanic Health Fair, MADD, Teen Parenting Prevention Network, Austin Community College Student Life Activities, St. Edward's University Alcohol and Other Drug Task Force, SoberRide, and the Safe Kids Coalition. Continue task force efforts by increasing membership and providing quality speakers to the community. Will also utilize Travis County Television for public affairs show "Focus on Youth and Alcohol", as well as cablecast of Public Service Announcements.

The program has developed a cooperative effort with law enforcement youth-alcohol programs including the TABC Fake ID program and the Travis County Sheriff's Office (TCSO) Teen Dating Violence Prevention Program. TABC, TCSO, Travis County Constables Office (TCCO), and the Texas Department of Public Safety (DPS) work directly with the UDPP in education efforts.

UDPP strengths include name recognition, staff longevity, train-the-trainer program, established task force and strong working relationships with independent school districts and local law enforcement agencies (Texas Alcoholic Beverage Commission (TABC), Travis County Sheriff's Office (TCSO) and the Austin Police Department [APD]) and media. In the past, the UDPP has responded to requests for speaking engagements. For example, in FY '07, the UDPP presented at the Lifesavers Conference in Chicago and in FY '08, the program director was the presenter for a National Electronic Seminar (Internet/Audio Conference) for the Underage Drinking Training Enforcement Center. The UDPP will continue to respond to these requests. The train-the-trainer program will expand to include additional Texas counties. To date, more than 20 U.S. counties have been trained and/or provided with training

County of Travis
Comprehensive Underage Drinking Prevention Program

materials. The "Why Risk It?" program will expand to driver's education and faith-based youth programs. The anti-DWI high school program will be supported by the middle school prevention program, "Busted!", especially to 8th graders as they transition to high school.

Per recommendations of the 2006 Capital Area Community Agenda Project (United Way and the Ray Marshall Center for Human Resource Studies), UDPP efforts are aligned with findings that stated:

There was a need for specialized "niche" organizations providing community services as well as larger organizations providing "comprehensive" services.

Community stakeholders found youth issues "most pressing". One key recommendation report is to promote a comprehensive community plan for wellness and prevention. The UDPP continues to implement its comprehensive program as a result of these and other findings.

The UDPP will expand branded materials to reflect new laws and community needs.

County of Travis
Comprehensive Underage Drinking Prevention Program

Objectives, PI&E, Performance Measures and Activities

Action Verb To Conduct
Target Number 280
Baseline Measure
Performance Measure "Busted!" presentations to "tween" through 8th grade youth in Travis (230), Hays (25) and Wilco (25)
Completion Date 9/30/2011

Activity	Responsible	Project Month													
		OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO
1. Contact middle schools for presentations.	Subgrantee	P	P	P	P	P	P	P							
2. Contact community youth groups for programs.	Subgrantee	P		P		P		P		P		P			
3. Conduct "Busted!" presentations to "tween" and 6th through 8th grade youth.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P		
4. Participate in age appropriate community events.	Subgrantee		P		P		P		P		P		P		
5.															
6.															
7.															
8.															
9.															
10.															

DC

County of Travis
 Comprehensive Underage Drinking Prevention Program

Objectives, PI&E, Performance Measures and Activities

Action Verb To Conduct
Target Number 160
Baseline Measure
Performance Measure "Why Risk It?" presentations to high school age youth in Travis (160), Hays (10) and Wilco (10)
Completion Date 9/30/2011

Activity	Responsible	Project Month													
		OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO
1. Contact high schools for presentations.	Subgrantee	P	P	P	P	P	P	P	P						
2. Contact community youth groups for programs.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P			
3. Conduct "Why Risk It?" presentations in high schools.	Subgrantee	P	P	P	P	P	P	P					P		
4. Conduct "Why Risk It?" presentations for youth agencies.	Subgrantee		P		P		P		P	P	P				
5. Participate in age appropriate community events.	Subgrantee	P			P		P		P		P				
6.															
7.															
8.															
9.															
10.															

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County of Travis
Comprehensive Underage Drinking Prevention Program

Objectives, PI&E, Performance Measures and Activities

Action Verb To Expand
Target Number 40
Baseline Measure
Performance Measure community events in Travis (30), Hays (5) and Williamssoun (5) County
Completion Date 9/30/2011

Activity	Responsible	Project Month													
		OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO
1. Identify and participate in school events, community and/or agency health fairs and employer initiatives.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P		
2. Collaborate with other agencies to prevent duplication of efforts.	Subgrantee		P				P		P	P					
3. Coordinate events in conjunction with local, state and federal campaigns.	Subgrantee		P				P		P						
4. Contact and work with local colleges and universities on underage drinking and driving prevention efforts.	Subgrantee	P		P			P			P					
5. Attend the "Safe Homes" initiative meetings in Travis County.	Subgrantee		P				P		P						
6. Provide presentations to and staff information booths at recreation centers.	Subgrantee									P	P				
7. Evaluate current outreach and distribute program information packets to schools, youth centers, churches, and other youth organizations.	Subgrantee	P					P				P				
8. Work with education centers in each county.	Subgrantee	P		P			P					P			

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County of Travis
Comprehensive Underage Drinking Prevention Program

9. Contact PTAs and other parent groups in three counties on underage drinking/driving issues.	Subgrantee						
10.							

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County of Travis
Comprehensive Underage Drinking Prevention Program

Objectives, PI&E, Performance Measures and Activities

Action Verb To Collect
 Target Number 12

Baseline Measure

Performance Measure months of UDPP statistics in Travis, Hays and Williamson Counties

Completion Date 9/30/2011

Activity	Responsible	Project Month													
		OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO
1. Identify/list agencies that collect data on underage drinking issues/offenses and violations in each county.	Subgrantee	P													
2. Compile data and determine any trends for each county.	Subgrantee			P					P						
3. Identify violator programs offered to youth offenders.	Subgrantee			P	P										
4. Identify and report on how each county processes MIP, DWI and DUI.	Subgrantee			P	P										
5. Identify youth community service options for each county.	Subgrantee						P	P							
6. Identify links between underage drinking and other social issues.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P			
7. Compile information and data collected. Report findings on underage drinking statistics at end of year meeting with each county.	Subgrantee	P													
8.															
9.															

County of Travis
Comprehensive Underage Drinking Prevention Program

Objectives, PI&E, Performance Measures and Activities

Action Verb To Conduct
 Target Number 5

Baseline Measure

Performance Measure Underage Drinking Prevention Task Force meetings

Completion Date 9/30/2011

Activity	Responsible	Project Month													
		OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO
1. Maintain a database of coalition task force members.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P	P	
2. Determine speakers and agenda for task force meetings.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P	P	
3. Invite representatives from Williamson and Hays Counties to attend task force meetings.	Subgrantee	P		P			P				P			P	
4. Conduct and attend task force meetings.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P	P	
5. Provide statistics to task force members.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P	P	
6. Utilize print and broadcast media and Internet to announce task force meetings and activities.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P	P	
7. Coordinate activities with other groups and agencies to prevent duplication of efforts.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P	P	
8. Partner with Hays and Williamson Counties on task force activities.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P	P	
9.															
10.															

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County of Travis
Comprehensive Underage Drinking Prevention Program

Objectives, PI&E, Performance Measures and Activities

Action Verb To Conduct
Target Number 1
Baseline Measure
Performance Measure year round public information and education (PI&E) campaign in the tri-county area
Completion Date 9/30/2011

Activity	Responsible	Project Month													
		OC	NO	DE	JA	FE	MR	AP	MY	JN	JL	AU	SE	OC	NO
1. Determine and develop types of materials needed.	Subgrantee		P	P											
2. Submit proposed materials and the PI&E plan to the Department for approval.	Subgrantee		P	P											
3. Produce/distribute materials & maintain records of all PI&E materials received and distributed.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P		
4. Report on activities.	Subgrantee	P	P	P	P	P	P	P		P	P	P			
5. Participate in seasonal community campaigns: Christmas/New Year's, Spring Break and Graduation in coordination with federal and state campaigns.	Subgrantee	P													
6. Contact PTAs and other parent groups in all three counties on underage drinking and driving issues.	Subgrantee							P	P						
7. Utilize UDPP web site to convey information and utilize Internet to find statistics, resources, data and trends.	Subgrantee	P	P	P	P	P	P	P	P	P	P	P	P		
8. Utilize public access TV for public service and community billboard announcements and	Subgrantee	P	P		P			P							

County of Travis
Comprehensive Underage Drinking Prevention Program

produce "Focus on Youth and Alcohol" TV show for TCTV.	Subgrantee	P	P	P	P	P	P	P	P	P
9. Submit press releases to exiting news sources (print & broadcast) in all three counties.	Subgrantee	P	P	P	P	P	P	P	P	P
10. Update press kit & update program fact sheet with current data for distribution to task force, agencies and the public.	Subgrantee	P	P	P	P	P	P	P	P	P

County of Travis
Comprehensive Underage Drinking Prevention Program

Budget Summary

Budget Category		TxDOT	Match	Program Income	Total
Category I - Labor Costs					
(100)	Salaries:	\$126,074.00	\$20,364.00	\$0	\$146,438.00
(200)	Fringe Benefits:	\$67,643.90	\$0	\$0	\$67,643.90
	Sub-Total:	\$193,717.90	\$20,364.00	\$0	\$214,081.90
Category II - Other Direct Costs					
(300)	Travel:	\$3,221.08	\$1,000.00	\$0	\$4,221.08
(400)	Equipment:				\$0
(500)	Supplies:	\$0	\$950.00	\$0	\$950.00
(600)	Contractual Services:	\$0	\$151,745.00	\$0	\$151,745.00
(700)	Other Miscellaneous:	\$4,400.00	\$21,160.00	\$0	\$25,560.00
	Sub-Total:	\$7,621.08	\$174,855.00	\$0	\$182,476.08
	Total Direct Costs:	\$201,338.98	\$195,219.00	\$0	\$396,557.98
Category III - Indirect Costs					
(800)	Indirect Cost Rate:				\$0
Summary					
	Total Labor Costs:	\$193,717.90	\$20,364.00	\$0	\$214,081.90
	Total Direct Costs:	\$7,621.08	\$174,855.00	\$0	\$182,476.08
	Total Indirect Costs:				\$0
	Grand Total:	\$201,338.98	\$195,219.00	\$0	\$396,557.98
	Fund Sources: (Percent Share)	50.77%	49.23%	0.00%	

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

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:	Transportation and Natural Resources/Natural Resources & Env. Quality
Contact Person:	Melinda Mallia/ Adele Noel
Title:	Environmental Project Manager/ Air Quality Project Manager
Phone Number:	854-4460 / 854-7211

Grant Title:	TCEQ LIRAP Local Initiative Projects		
Grant Period:	From: 5/6/08	To:	8/31/2009
Grantor:	Texas Commission on Environmental Quality		

Check One:	New: <input type="checkbox"/>	Continuation: <input 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	County Match	In-Kind	TOTAL
Personnel:						0
Operating:		443,325.66		443,325.66		0
Capital Equipment:						0
Indirect Costs:		(a)				0
Total:		443,325.66		443,325.66		0.00
FTEs:						

(a) – an indirect cost rate of 10% of salaries, wages and benefits of those personnel involved in contract activities is allowed.

(b) – matching funds may involve cash/in-kind resources: these will be identified on a project specific basis.

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						2
Devise and implement air quality improvement projects (number of expected projects)	2					
Measures For Grant						2
Identify and implement eligible cost-sharing projects (number of expected projects)	2					

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

Auditor's Office Comments:

PBO Recommendation:

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

The grant funds are related to the Low Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP), with funding authorized under the Texas Health and Safety Code, Section 382.220 for Local Initiative Projects for those participants in the LIRAP. Travis County is a participant in the LIRAP and is therefore eligible for this supplemental funding. The goal of the program is to support clean air projects proposed by the County. This grant contract simply establishes County eligibility for grant reimbursement of costs for specific projects – yet to be determined – related to air quality improvement, with \$443,325.66 in potential matching funds available from TCEQ in FY09. This grant contract enables the County to submit specific project proposals, under eligibility criteria developed for the program, for TCEQ approval and subsequent reimbursement of 50% of the project cost. Existing County projects for which funding or work activities have already been authorized will be reviewed to determine if funds from this grant may be utilized to supplement existing resources; therefore, no new programs will be created.

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

This grant will not incur a long-term funding commitment by the County.

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

The grant contract provides a 50% reimbursement of costs associated with specific projects that can demonstrate a quantifiable improvement in air quality. Individual project proposals will be submitted to TCEQ for pre-approval of eligibility requirements, and then be subject to 50% reimbursement of the cost upon implementation. Matching funds provided by the County may be in cash, in-kind, or both. The required match utilizing available resources as appropriate will be identified upon preparation of the individual project proposal(s).

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

The program allows for a ten percent (10%) indirect cost rate to be applied to salaries, wages, and fringe benefits of personnel performing work directly related to the contract activities.

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.

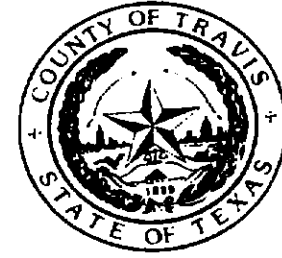
This program would end upon discontinuance of the grant funding.

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

This program is related to efforts by the County to reduce the generation of harmful air emissions and remain in attainment of air quality standards as mandated by the Environmental Protection Agency and administered by the Texas Commission on Environmental Quality. This program is subsidiary to the TCEQ LIRAP grant in which the County participates and is therefore eligible for program funds under state legislative action.

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 help supplement funding for projects designed to address air quality issues in the County, a general goal supported by the Commissioners Court. Specific to TNR goals, grant funding will assist in achieving air quality improvement projects, a function of the Air Quality program within the Natural Resources and Environmental Quality Division.



**PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS**

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

MEMORANDUM

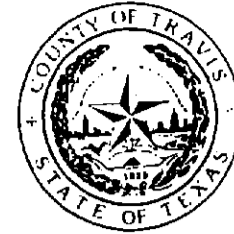
TO: Commissioners Court
FROM: Jessica Rio, Assistant Budget Manager *JR*
DATE: September 2, 2008
SUBJECT: Transportation and Natural Resources LIRAP Grant Amendment

The attached Grant Contract Amendment adds the FY 09 funds, totaling \$443,326 to the FY 08 grant funds for a total of \$816,543 to develop projects that improve air quality in Travis County. TNR states that this grant contract provides a 50% reimbursement of costs associated with specific projects that can demonstrate a quantifiable improvement in air quality. The grant summary form indicates that matching funds can be a cash match or an in-kind match. TNR has listed the purchase of hybrid or alternative fuel vehicles as one of the projects that could be partially funded from this grant. The FY 09 Preliminary Budget currently contains seven hybrid vehicles for Constable Precinct 5 and one alternative fuel vehicle for TNR. The Preliminary Budget currently has \$202,500 budgeted for these eight vehicles. After revisions by TNR on the cost of the vehicles (revised cost is \$215,400), it is anticipated that the general fund would expend \$107,700 for these vehicles and that this grant would reimburse the General Fund for \$107,700 related to these more fuel efficient vehicles.

Dept	Descrip.	Unit Cost	Qty	Total	Revised Unit Cost	Total Add'n Cost	Revised Total	Grant Reimburse
Constable 5	Hybrid	\$25,000	7	\$175,000	\$26,700	\$11,900	\$186,900	\$93,450
TNR	Alt. fuel	\$27,500	1	\$27,500	\$28,500	\$1,000	\$28,500	\$14,250
Total				\$202,500			\$215,400	\$107,700

TNR is currently working to determine if other FY 09 approved vehicles can be purchased as hybrid vehicles. In addition, the department may propose to purchase up to seven additional vehicles not currently on the FY 09 Preliminary vehicle list. While PBO does not recommend additional vehicles be purchased solely to take advantage of grant funds, PBO encourages the department to maximize the use of grant funds to improve air quality in Travis County. PBO recommends approval of this grant modification.

cc: Michelle Gable, County Auditor's Office
Mary Etta Gerhardt, County Attorney's Office
Joseph Gieselman, TNR
Cynthia McDonald, TNR
Melinda Malia, TNR
Leroy Nellis, PBO
Adele Noel, TNR
Rodney Rhoades, PBO



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

August 28, 2008

MEMORANDUM

TO: Members of the Commissioner's Court

FROM: Joseph P. Gieselman, Executive Manager TNR

SUBJECT: Amendment Number 1 for the Local Initiative Projects contract with Texas Commission on Environmental Control.

Posting:

Consider and take appropriate action on the proposed Amendment Number 1 to the Intergovernmental Cooperative Reimbursement Contract with the Texas Commission on Environmental Quality (TCEQ) for Local Initiative Projects.

Summary and Staff Recommendations:

This amendment modifies the existing contract to add FY09 funds in the amount of \$443,325.66 for a total maximum amount of \$816,543.14. The purpose of these funds is to develop projects that improve air quality in Travis County.

TCEQ will provide funds to Travis County in the same amount that the county dedicates to an eligible project. All or part of the county's match may be an in-kind contribution of services, or tangible property.

Examples for projects include, but are not limited to the following:

- Purchase hybrid or other alternative fueled vehicles for the Travis County;
- Purchase of clean burning school buses;
- Implementation of a sticker fraud program; and
- Purchase of materials for an alternative fueling station.

TCEQ must approve all projects in advance of implementing the project. TNR will return to Commissioner's Court to seek approval for all projects.

Staff recommends approval.

Budgetary and Fiscal Impact:

Matching funds in the amount of \$443,325 are required. However, the match can be in-kind donations, match from another entity, or funds already designated for an approved project (like purchasing hybrid vehicles for the county) will be the source of the local matching funds.

Background:

The Local Initiative Projects (LIP) program is an enhancement to the Low Income Vehicle Repair Assistance, Retrofit and Accelerated Vehicle Retirement Program (LIRAP). In August 2005, the Commissioners Court committed to administer the LIRAP as part of the Early Action Compact Agreement. The TCEQ provides grant funds to Travis County to assist qualifying individuals who own vehicles that are registered in the county and fail a mandatory emissions inspection.

In 2007, the 80th Texas Legislature, passed Senate Bill 12, amending the Texas Health and Safety Code, Chapter 382 to add Section 382.220 titled, Use of Funding for Local Initiative Projects. This section authorizes the spending of accumulated funds on clean air projects proposed by counties that participate in LIRAP.

On May 6, 2008, Travis County agreed to sign the Inter-Governmental Cooperative Reimbursement Agreement Between The Texas Commission on Environmental Quality and Travis County for the LIP. As a result, TCEQ will provide funds to Travis County in the same amount that the county dedicates to an eligible project. All or part of the county's match may be an in-kind contribution of services, or tangible property.

Required Authorizations: Jessica Rio, Planning & Budget Office

- cc: Jon White, TNR, NREQ
- Adele Noel, TNR, NREQ
- Mary Etta Gerhardt, CAO
- Jessica Rio, PBO
- Michelle Gable, Auditor's Office
- Cynthia McDonald, TNR, Financial Services
- Melinda Mallia, TNR, NREQ

CONTRACT NUMBER 582-8-89964

CONTRACT AMENDMENT TO THE INTER-GOVERNMENTAL
 COOPERATIVE REIMBURSEMENT AGREEMENT BETWEEN
 THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)
 AND TRAVIS COUNTY

STATE OF TEXAS
 COUNTY OF TRAVIS

AMENDMENT NUMBER 1

Pursuant to Article 7 (AMENDMENTS) in the GENERAL CONDITIONS of the Agreement, the Texas Commission on Environmental Quality (TCEQ) and Travis County (GRANTEE), hereby agree to amend Contract Number 582-8-89964 to add \$443,325.66 bringing the total Maximum TCEQ Obligation to \$816,543.14 (for the period FY08 through FY09) replacing the Maximum TCEQ Obligation shown on the Contract Signature Page (page 1 of 18). With this amendment, the Maximum TCEQ Obligation over the Term of the Contract is:

<u>Fiscal Year</u>	<u>Contract Amount</u>
FY08	\$373,217.48
FY09	\$443,325.66
Total Maximum TCEQ Obligation	\$816,543.14

In accord with the Agreement between TCEQ and Travis County, FY08 funds may be used by the GRANTEE in FY08 and FY09 through August 31, 2009. However, all funds, both FY08 and FY09 funds, must be spent by August 31, 2009 unless otherwise determined by the TCEQ.

Also effective with this Amendment, the addition of the specific amount of FY09 funding, \$443,325.66, replaces the estimated funding amount, \$373,200.00, for FY09 shown in Article V. AMOUNT OF FUNDING on page 5 of 18 of the Agreement.

All other conditions and requirements of Contract Number 582-8-89964 remain unchanged, and shall apply to all services specified herein just as if those services had been included in the original scope of services of this Contract.

TCEQ:
Texas Commission on Environmental Quality

Grantee:
Travis County

By: _____
 (Signature)

By: _____
 (Signature)

Carlos Rubinstein
 (Printed Name)

Honorable Samuel T. Biscoe
 (Printed Name)

Deputy Executive Director, TCEQ
 (Title)

Travis County Judge
 (Title)

Date: _____

Date: _____

GRANT SUMMARY SHEET

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

Department/Division:	58/57
Contact Person:	Lisa Sindermann
Title:	Contract Specialist
Phone Number:	854-4594

Grant Title:	LIHEAP Weatherization Assistance Program Amendment 1		
Grant Period:	From: 4/1/2008	To: 3/31/2009	
Grantor:	Texas Department of Housing and Community Affairs		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	TOTAL
Personnel:		61,883				61,883
Operating:		117,425				117,425
Capital Equipment:						0
Indirect Costs:		13,759				13,759
Total:	0	193,067	0	0	0	193,067
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						
Number of referrals required to support Housing programs from emergency assistance centers (includes DOE, LIHEAP, CEAP and Home Repair only)	215	45	81	106	45 projected	215
Measures For Grant						
# of Households receiving LIHEAP Weatherization Assistance Program	67	NA for this grant period	NA for this grant period	5	17 projected	67

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

Health and Human Services and Veterans Services (HHS & VS) is requesting Commissioners Court approval of an amendment to the grant contract with Texas Department of Housing and Community Affairs for the Low Income Home Energy Assistance Program (LIHEAP) weatherization program. This program utilizes grant funds from the Texas Department of Housing and Community Affairs to provide weatherization repairs for low income persons. The amendment increases the grant award by \$17,421 and will provide assistance to an additional eight more residences within Travis County.

This agreement does not require a County match or a specific level of service upon termination of the grant.

PBO recommends Commissioner Court approval of this request.

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

The department has received this grant for a number of years. These additional funds totalling \$14,921 will be utilized to assist low-income approximately 7 more households to achieve a level of energy efficiency by providing weatherization assistance and minor roof repair to the residences. The benefit of weatherizing these households and reducing their home energy needs will further improve the ability to become energy self-sufficient.

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

No additional funds are required.

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

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

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

This grant's funding source (Texas Department of Housing and Community Affairs) only allows for indirect costs at the rate of 7.22% of the total allowable 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.

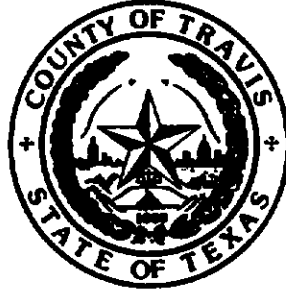
Yes

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

N/A

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

Travis County Health and Human Services & Veterans Service Family Support Services division staff will perform the client eligibility interviews for assistance provided by this program and other programs available through the department. The Family Support Services staff will make referrals to the Housing Services division staff of those households deemed eligible for weatherization assistance. This grant funding helps the department meet the requests of low-income clients who are seeking basic needs services, minor home repair, roof repair and weatherization services.



**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 25, 2008

TO: MEMBERS OF THE COMMISSIONERS COURT

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

SUBJECT: Acceptance of 2008 – 09 LIHEAP Weatherization Assistance Program
Contract Amendment 1

Proposed Motion: Consider and take appropriate action to approve the contract amendment 1 with Texas Department of Housing and Community Affairs for the LIHEAP Weatherization Assistance Program for 2008 - 09.

Summary and Staff Recommendation: Staff requests the acceptance of this amendment from the Texas Department of Housing and Community Affairs (TDHCA). This amendment will add an additional amount of \$17,421 to the grant award. This equals to \$14,921 being added as weatherization assistance and \$2,500 being added for training and technical assistance costs. The total grant funding for this contract will be \$193,067. The LIHEAP grant funds awarded to Travis County are used to provide weatherization services and minor home and roof repair assistance for low-income households. Some examples of the program's weatherization services are providing attic and wall insulation, repair or replacement of the heating and cooling household appliances, minor household repairs such as replacing doors or patching interior walls, minor roof repair, addressing health and safety issues by adding or replacing smoke and carbon monoxide detectors and replacing household natural gas stoves as necessary. The distribution of assistance will be to qualified Travis County residents with household income levels at or below 125% of the current Federal Poverty Income

Guidelines with household weatherization needs. This additional funding will be used to assist approximately 7 more low-income households.

Budgetary and Fiscal Impact: We use the LIHEAP funds for administration, materials, and labor. The funds for materials will be budgeted in the line items for contracted services and supplies and funding for labor will be budgeted in the corresponding salaries and benefit line items. No matching funds are required for this grant. This contract period is 04/01/08 through 03/31/09.

Issues and Opportunities: In this program period, we were able to provide weatherization services for 8 household units with use of these grant funds. The department utilizes this program to obtain a goal of assisting low-income households in achieving a level of energy efficiency, giving priority to households with one or more persons age 60 or above and/or an individual with a disability. Priority also is given to those households with young children age six and under and to those with the lowest incomes that pay the highest portion of their incomes for home energy.

It should be noted that this contract amendment is made available electronically to Travis County from the Texas Department of Housing and Community Affairs. Therefore, in addition to the Commissioners Court authorizing Judge Biscoe to sign the hard copy of the amendment, it is also necessary for the Judge to authorize the County Purchasing Agent to sign off on the electronically transmitted amendment.

cc: Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst III, Planning and Budget Office
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Ellen Heath, Financial Analyst III, Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Cyd Grimes C.P.M., Travis County Purchasing Agent
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office
Scott Worthington, Business Analyst II, Travis County Purchasing Office
Roberto Ortiz, Interim Housing Manager, Housing Services

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER: 818070 FOR THE
LIHEAP WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 93.568)

AMENDMENT NUMBER: 1

SECTION 1.

This contract (hereinafter "Contract") is made by and between the Texas Department of Housing and Community Affairs, an agency of the State of Texas (hereinafter the "Department") and TRAVIS COUNTY (hereinafter the "Subrecipient").

SECTION 2.

The period for performance of this contract, unless earlier terminated, is April 1, 2008 through March 31, 2009 (hereinafter the "Contract Term").

SECTION 3.

The Contract is amended by deleting the Attachment A - Budget and Performance Document in it's entirety and substituting in lieu thereof the Amended Attachment A - Budget and Performance Document as attached to this Amendment.

The Contract is amended by deleting Section 13. Department Information Action Items in it's entirety and substituting in lieu thereof the following:

SECTION 13. NON-BINDING GUIDANCE

Department may issue non-binding guidance to explain the rules and provide directions on the terms of this Contract. Such non-binding guidance shall not alter the terms of this Contract so as to relieve Department of any obligation of reimbursement of an allowable cost incurred by Subrecipient prior to the effective date of the non-binding guidance.

SECTION 4. AGREEMENT

The parties hereto agree that all other terms of the Contract shall remain in effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this amendment. In the event any conflict in terms exists, this amendment shall control, unless it can not be read consistently with the entirety of the contract or is made void by operation of law. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

SECTION 5.

This amendment shall be effective on the date of execution.

SECTION 6.

By signing this amendment, the parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein. This amendment shall be binding upon the parties hereto and their respective successors and assigns.

AGREED TO AND EXECUTED BY

TRAVIS COUNTY

BY: Travis County Judge, Samuel T. Biscoe

on _____ Date



TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

BY:

Michael Gerber, Executive Director

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
 CONTRACT NUMBER: 818070 FOR THE
 LIHEAP WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 93.568)
 AMENDMENT NUMBER: 1

ATTACHMENT A - BUDGET AND PERFORMANCE DOCUMENT

DEPARTMENT FINANCIAL OBLIGATIONS

\$190,567.00 LIHEAP FUNDS CURRENTLY AVAILABLE
 \$.00 TRAINING & TECHNICAL ASSISTANCE FUNDS CURRENTLY AVAILABLE

\$190,567.00 TOTAL ANTICIPATED LIHEAP FUNDS
 \$.00 TOTAL ANTICIPATED TRAINING & TECHNICAL ASSISTANCE FUNDS

Additional funds may be obligated via Amendment(s). Funds may only be obligated and expended during the current contract year. Unexpended fund balances will be recaptured.

BUDGET FOR AVAILABLE ALLOCATIONS*

CATEGORIES	AVAILABLE AMOUNT
ADMINISTRATION**	\$13,759.00
MATERIALS/PROGRAM SUPPORT/LABOR***	\$159,127.00
HEALTH AND SAFETY****	\$17,681.00
SUB-TOTAL	\$190,567.00
TRAINING AND TECHNICAL ASSISTANCE*****	\$2,500.00
TOTAL	\$193,067.00

FOOTNOTES:

- * Denotes that the subrecipient must request in writing any adjustment needed to a budget category before TDHCA will make any adjustments to the budget categories. The only categories that can be reduced are the Administration and/or in the Health and Safety categories. Subrecipients are limited to two (2) requested budget revisions during the current contract term. Only those written request(s) from the subrecipients received at least 90 days prior to the end of the contract term (by December 31, 2008) will be reviewed. TDHCA may decline to review written request received during the final 90 days of the contract term.
- ** Denotes maximum for administration based on 7.22% of total allowable expenditures.
- *** Expenses incurred under Roof Repair will come out of your Materials / Program Support / Labor budget.
- **** Denotes the maximum allowed for Health and Safety expenditures.
- ***** Department approved training / travel only.

PERFORMANCE

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

Subrecipient shall provide weatherization program services sufficient to expend the contract funds during the contract term. WAP costs per unit, excluding health and safety expenses and roof repair as allowed by the state regulation, shall not exceed \$4,000 without prior written approval from the Department.

By signing this Contract the parties expressly understand and agree to the terms set forth word for word therein. This Contract shall be binding upon the parties hereto and their respective successors and assigns.

EFFECTIVE: 07/01/2008

GRANT SUMMARY SHEET

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

Department/Division:	58/57
Contact Person:	Lisa Sindermann
Title:	Contract Specialist
Phone Number:	854-4594

Grant Title:	DOE Weatherization Assistance Program Amendment 1		
Grant Period:	From:	4/1/2008	To: 3/31/2009
Grantor:	Texas Department of Housing and Community Affairs		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:		44,423				44,423
Operating:		87,853				87,853
Capital Equipment:						0
Indirect Costs:		14,475				14,475
Total:	0	146,751	0	0	0	146,751
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						
Number of referrals required to support Housing programs from emergency assistance centers (includes DOE, LIHEAP, CEAP and Home Repair only)	215	45	81	106	45 projected	215
Measures For Grant						
# of Households receiving DOE Weatherization Assistance Program	60	NA for this grant period	NA for this grant period	5	15 projected	60

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Auditor's Office Contract Approval: Staff Initials: _____

Auditor's Office Comments:
EH

PBO Recommendation:

Health and Human Services and Veterans Services (HHS & VS) is requesting Commissioners Court approval of an amendment to the grant contract with Texas Department of Housing and Community Affairs for the Department of Energy (DOE) weatherization program. This program utilizes grant funds from the Texas Department of Housing and Community Affairs that originate from the DOE to provide weatherization repairs for low income persons. The amendment increases the grant award by \$13,943 and will provide assistance to approximately eight more residences within Travis County.

This agreement does not require a County match or a specific level of service upon termination of the grant.

PBO recommends Commissioner Court approval of this request.

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

The department has received this grant for a number of years. These additional funds totalling \$13,943. will be utilized to assist approximately 8 more low-income households to achieve a level of energy efficiency by providing weatherization assistance to the residences than the original grant award. The benefit of weatherizing these households and reducing their home energy needs will further improve the ability to become energy self-sufficient.

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

No additional funds are required.

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

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

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

This grant's funding source (Texas Department of Housing and Community Affairs) only allows for indirect costs at the rate of 10% of the total allowable expenditures excluding funds for travel and training (\$1994).

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

Yes

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

N/A

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

Travis County Health and Human Services & Veterans Service Family Support Services division staff will perform the client eligibility interviews for assistance provided by this program and other programs available through the department. The Family Support Services staff will make referrals to the Housing Services division staff of those households deemed eligible for weatherization assistance. This grant funding helps the department meet the requests of low-income clients who are seeking basic needs services, minor home repair and weatherization services.



**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 25, 2008

TO: MEMBERS OF THE COMMISSIONERS COURT

FROM:

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

SUBJECT: Acceptance of 2008 – 09 DOE Weatherization Assistance Program
Contract Amendment 1

Proposed Motion: Consider and take appropriate action to approve the contract amendment 1 with Texas Department of Housing and Community Affairs for the DOE Weatherization Assistance Program for 2008 - 09.

Summary and Staff Recommendation: Staff requests the acceptance of this amendment from the Texas Department of Housing and Community Affairs (TDHCA). This amendment will add an additional amount of \$13,943 to the grant award. The total grant funding for this contract will be \$146,751. The DOE grant funds awarded to Travis County are used to provide weatherization services and minor home repair assistance for low-income households. Some examples of the program's weatherization services are providing attic and wall insulation, repair or replacement of the heating and cooling household appliances, minor household repairs such as replacing doors or patching interior walls, addressing health and safety issues by adding or replacing smoke and carbon monoxide detectors and replacing household natural gas stoves. The distribution of assistance will be to qualified Travis County residents with household income levels at or below 125% of the current Federal Poverty Income Guidelines with household weatherization needs. This additional funding will be used to assist approximately 8 more low-income households.

Budgetary and Fiscal Impact: We use the DOE funds for administration, materials, labor, insurance, single audits costs and training. The funds for materials will be budgeted in the line items for contracted services and supplies and funding for labor will be budgeted in the corresponding salaries and benefit line items. The insurance, single audit costs and training will be budgeted in the corresponding insurance, audit, travel, and training line items. No matching funds are required for this grant. This contract period is 04/01/08 through 03/31/09.

Issues and Opportunities: In this program period, we were able to provide weatherization services for 7 household units with use of these grant funds. The department utilizes this program to obtain a goal of assisting low-income households in achieving a level of energy efficiency, giving priority to households with one or more persons age 60 or above and/or an individual with a disability. Priority also is given to those households with young children age six and under and to those with the lowest incomes that pay the highest portion of their incomes for home energy.

It should be noted that this contract amendment is made available electronically to Travis County from the Texas Department of Housing and Community Affairs. Therefore, in addition to the Commissioners Court authorizing Judge Biscoe to sign the hard copy of the amendment, it is also necessary for the Judge to authorize the County Purchasing Agent to sign off on the electronically transmitted amendment.

cc: Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst III, Planning and Budget Office
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Ellen Heath, Financial Analyst III, Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Cyd Grimes C.P.M., Travis County Purchasing Agent
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office
Scott Worthington, Business Analyst II, Travis County Purchasing Office
Roberto Ortiz, Interim Housing Manager, Housing Services

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER: 568070 FOR THE
DOE WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 81.042)

AMENDMENT NUMBER: 1

SECTION 1.

This contract (hereinafter "Contract") is made by and between the Texas Department of Housing and Community Affairs, an agency of the State of Texas (hereinafter the "Department") and TRAVIS COUNTY (hereinafter the "Subrecipient").

SECTION 2.

The period for performance of this contract, unless earlier terminated, is April 1, 2008 through March 31, 2009 (hereinafter the "Contract Term").

SECTION 3.

The Contract is amended by deleting the Attachment A - Budget and Performance Document in it's entirety and substituting in lieu thereof the Amended Attachment A - Budget and Performance Document as attached to this Amendment.

The Contract is amended by deleting Section 13. Department Information Action Items in it's entirety and substituting in lieu thereof the following:

SECTION 13. NON-BINDING GUIDANCE

Department may issue non-binding guidance to explain the rules and provide directions on the terms of this Contract. Such non-binding guidance shall not alter the terms of this Contract so as to relieve Department of any obligation of reimbursement of an allowable cost incurred by Subrecipient prior to the effective date of the non-binding guidance.

SECTION 4. AGREEMENT

The parties hereto agree that all other terms of the Contract shall remain in effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this amendment. In the event any conflict in terms exists, this amendment shall control, unless it can not be read consistently with the entirety of the contract or is made void by operation of law. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

SECTION 5.

This amendment shall be effective on the date of execution.

SECTION 6.

By signing this amendment, the parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein. This amendment shall be binding upon the parties hereto and their respective successors and assigns.

AGREED TO AND EXECUTED BY

TRAVIS COUNTY

BY: Travis County Judge, Samuel T. Biscoe on _____ Date



TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

BY:

Michael Gerber, Executive Director

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
 CONTRACT NUMBER: 568070 FOR THE
 DOE WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 81.042)
 AMENDMENT NUMBER: 1

ATTACHMENT A - BUDGET AND PERFORMANCE DOCUMENT

SUBRECIPIENT NAME: TRAVIS COUNTY

DEPARTMENT FINANCIAL OBLIGATIONS

\$144,757.00 DOE WAP FUNDS CURRENTLY AVAILABLE
 \$1,994.00 TRAINING & TECHNICAL ASSISTANCE FUNDS CURRENTLY AVAILABLE

 \$144,757.00 TOTAL ANTICIPATED DOE WAP FUNDS
 \$1,994.00 TOTAL ANTICIPATED TRAINING & TECHNICAL ASSISTANCE FUNDS

Additional funds may be obligated via Amendment(s). Funds may only be obligated and expended during the current contract period. Unexpended fund balances will be recaptured.

BUDGET FOR AVAILABLE ALLOCATIONS*

CATEGORIES	DEPARTMENT SHARE
ADMINISTRATION**	\$14,475.00
LIABILITY/POLLUTION OCCURRENCE INSURANCE***	\$2,563.00
FISCAL AUDIT	\$800.00
MATERIALS/PROGRAM SUPPORT/LABOR	\$114,227.00
HEALTH AND SAFETY****	\$12,692.00
SUB-TOTAL	\$144,757.00
TRAINING AND TECHNICAL ASSISTANCE*****	\$1,994.00
TOTAL	\$146,751.00

FOOTNOTES:

- * Denotes that the subrecipient must request in writing any adjustments needed to a budget category before TDHCA will make any adjustments to the budget categories. The only categories that can be reduced are the Administration, Insurance, Fiscal Audit and/or in the Health and Safety categories. Subrecipients are limited to (2) requested budget revisions during the current contract term. Only those written request(s) from the subrecipients at least 90 days prior to the end of the contract term (by December 31, 2008) will be reviewed. TDHCA may decline to review written requests received during the final 90 days of contract term.
- ** Denotes maximum for administration based on 10% of the total allowable expenditures excluding travel for training.
- *** Denotes \$1,500 for liability insurance and the remaining balance for pollution occurrence insurance.
- **** Denotes the maximum for Health and Safety expenditures.
- ***** Department approved training / travel only.

PERFORMANCE

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

Subrecipient shall provide weatherization program services sufficient to expend the contract funds during the contract term. WAP costs per unit, excluding health and safety expenses, shall not exceed \$2,966 without prior written approval from the Department.

EFFECTIVE: 07/01/2008

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/Probation Services Division
Contact Person:	Ruthanne Shockley
Title:	Grant Coordinator
Phone Number:	(512)854-7110

Grant Title:	Community Resource Coordinator Contract		
Grant Period:	From: 9/1/08	To: 8/31/09	
Grantor:	Austin/ Travis County Mental Health and Mental Retardation		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	TOTAL
Personnel:	\$69,587					\$69,587
Operating:						
Capital Equipment:						
Indirect Costs:						
Total:	\$69,587	0	0	0	0	\$69,587
FTEs:	1					1

Performance Measures	Projected FY 08 Measure	Progress To Date:				Projected FY 09 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Applicable Depart. Measures						
Number of youth served.	53	N/A	N/A	N/A	N/A	63
Number discharged and percent of youth who successfully completed the program.	25/40%	N/A	N/A	N/A	N/A	38/45%
Number and percent of youth re-referred to TCJPD or arrested as an adult.	6/25%	N/A	N/A	N/A	N/A	16/25%
Applicable Grant Measures						
Not applicable	N/A	N/A	N/A	N/A	N/A	N/A

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

PBO Recommendation:

Juvenile Probation is requesting approval of an agreement with the Austin/Travis County Mental Health Mental Retardation Center (A/TCMHMR). A/TCMHMR will provide funds to support one staff person who serves as the Community Resource Coordination Group Coordinator that will serve as the single point of access and referral for children and families with complex needs who meet criteria for receiving services through A/TCMHMR. Funding is providing through the Children's Partnership Agreement.

The grant provides \$69,587 and requires no County match. The grant does not require the program to continue after termination, but the department has indicated that should funding discontinue, they will seek additional resources to continue the position. The grant term is from September 1, 2008 to August 31, 2009.

PBO recommends approval of the contract.

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 Community Resource Coordinator Contract (Children's Partnership Contractor Agreement) with Austin/Travis County Mental Health Mental Retardation Center is to provide a single point of access to youth and families receiving services through TCJPD by connecting them to services provided by A/TCMHMR. Through this contract, A/TCMHMR agrees to provide \$69,587 to the Juvenile Probation Department. This contract supports one full time staff person who serves as the Community Resource Coordination Group Coordinator. This staff will continue to coordinate care and serve as the single point of access and referral for children and families with complex needs who meet the determined criteria for receiving services through A/TCMHMR.

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

There are no long term County funding requirements associated with this contract.

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 county match is required.

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

Not applicable.

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

directly associated to this agreement. Instead, the activities that are supported through this agreement represent progressive efforts to streamline access to services that are already in existence and that are funded through other sources.

6. If this is a new program, please provide information why the County should expand into this area. Not applicable.

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 activities supported through this contract affect TCJPD's current services in that they provide for a single point of access and referral to services provided by A/TCMHMR.




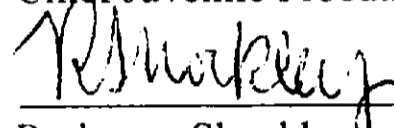
TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

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
Chief Juvenile Probation Officer

THROUGH: 
Ruthanne Shockley
Grant Coordinator

SUBJECT: FY08 Children's Partnership Contract Agreement

DATE: August 28, 2008

I am pleased to inform you that the Austin/Travis County Mental Health Mental Retardation Center has renewed our Children's Partnership Contract Agreement. Through this contract, A/TCMHMR agrees to provide \$69,587 to the Juvenile Probation Department. This contract supports one full time staff person who serves as the Community Resource Coordination Group Coordinator. This staff will continue to coordinate care and serve as the single point of access and referral for children and families with complex needs who meet the determined criteria for receiving services through A/TCMHMR.

Please review this item and place it on the **September 9th** Commissioner's Court agenda for their consideration and signature. If you have any questions, please contact me directly via email or phone (ext. 47110).

Thank you in advance for your attention to this request.

CC: Jim Connolly
Ellen Heath
Barbara Swift
Gail Penney-Chapmond
Alan Miller
Sylvia Mendoza
Michael Williams
Grant File





Austin Travis County
Mental Health Mental Retardation Center

August 22, 2008

Travis County Juvenile Probation Department
Sylvia Mendoza, Financial Manager
2515 S. Congress Ave.
Austin, TX 78704

Dear Ms. Mendoza:

Per your request, we have revised page 11 and 15 of the Agreement for Services with Austin Travis County Mental Health Mental Retardation Center ("the Agreement") to have two places for signatures. Enclosed are two originals of the Agreement.

Please sign and return both sets of the Agreement within ten (10) business days to my attention at the address below. Once the Center's representative has signed the Agreement, we will forward one fully signed original of the Agreement to you.

If you have any questions, please feel free to contact me at (512) 440-4062.

Sincerely,

Arianna Ramos
Network Contracting Assistant

Enclosures

AGREEMENT FOR SERVICES
between
AUSTIN TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION CENTER
and
TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

THIS AGREEMENT is made and entered into by and between the Austin Travis County Mental Health Mental Retardation Center, a community center under the provisions of Chapter 534 of the Texas Health & Safety Code Ann., as amended, (the "Local Authority") and Travis County Juvenile Probation Department ("Contractor"), a(n) political subdivision of the State of Texas, for the purpose of providing the services described below.

RECITALS

WHEREAS, pursuant to the Texas Health & Safety Code § 533.035(a) and House Bill 2292 §1.19(a)(2), the Texas Department of State Health Services (DSHS) delegates to Local Authority the authority and responsibility for planning, policy development, coordination, including coordination with criminal justice entities, and resource development and allocation for and oversight of mental health services in the most appropriate and available setting to meet individual needs in Travis County, Texas; and

WHEREAS, pursuant to the Texas Health & Safety Code § 533.035(a) and House Bill 2292 §1.20(a)(3), the Texas Department of Aging and Disability Services (DADS) delegates to Local Authority the authority and responsibility for planning, policy development, coordination, and resource development and allocation for and oversight of mental retardation services in the most appropriate and available setting to meet individual needs in Travis County, Texas; and

WHEREAS, as the local mental health/mental retardation authority, Local Authority has the authority and responsibility for the planning, policy development, coordination, resource allocation and resource development for and oversight of mental health and mental retardation services for Travis County; and

WHEREAS, Contractor desires to contract with Local Authority to provide certain services more particularly described herein.

WHEREAS, this Agreement sets forth the terms and conditions evidencing the agreement of the parties hereto;

NOW THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth herein, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

I.
LOCAL AUTHORITY PERSONNEL

The Local Authority staff member responsible for monitoring this Agreement is Arturo Hernandez or his/her successor or designee (s).

The Local Authority staff member authorized to approve billing hereunder is Arturo Hernandez or his/her successor or designee (s).

**II.
INDEPENDENT CONTRACTOR RELATIONSHIP
BETWEEN THE PARTIES**

1. Independent Contractor.

A. The relationship between the Local Authority and Contractor shall be that of an independent contractor. It is agreed that Contractor and Contractor's personnel will not be considered an employee, agent, partner, joint venturer, ostensible or apparent agent, servant, or borrowed servant of the Local Authority.

B. Contractor understands and agrees that Local Authority will not:

- (i) Withhold on behalf of Contractor any sum for income tax, unemployment insurance, social security, or any other withholding; or
- (ii) Give to Contractor any of the benefits given to employees of Local Authority.

2. Professional Judgment. Contractor and its personnel shall exercise its own professional judgment in the performance of the services described herein.

**III.
OBLIGATIONS OF CONTRACTOR**

- 1. Services.** The services to be provided by Contractor are set forth in **Exhibit A** (the "Services").
- 2. Qualifications.** Any required Professional and educational qualifications of Contractor and/or Contractor's personnel are set forth in **Exhibit B**.
- 3. Work Made for Hire.** All work developed or prepared by Contractor pursuant to this Agreement (the "Work Product") is the exclusive property of the Local Authority. All right, title and interest in and to the Work Product shall vest in the Local Authority upon creation and the Work Product shall be deemed to be a work made for hire and made in the course of the services rendered pursuant to this Agreement. To the extent that title to either any such Work Product or such work may not, by operation of law, vest in the Local Authority, or either such Work Product or such work may not be considered a work made for hire, all rights, title and interest thereto are irrevocably assigned to the Local Authority. The Local Authority shall have the right to obtain and to hold in its own name any and all patents, copyrights, registrations, or such other protection as may be appropriate to any particular portion of the Work Product, and any extensions and renewals thereof. Contractor shall give Local Authority, as well as any person designated by the Local Authority, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to Contractor for the Services.

4. **Copyright Infringement.** Contractor warrants and represents that no property protected by copyright will be reproduced or used in performance of this Agreement without the Local Authority's prior written consent, and only then provided that Contractor has previously obtained written permission from the copyright holder(s), or has otherwise demonstrated to the satisfaction of the Local Authority its right to use such property, each to the full extent necessary in Local Authority's sole judgment.
5. **Local Authority Approval of Contractor Personnel.** Contractor agrees not to subcontract or assign any Services to any third party without the Local Authority's prior written approval. Any subcontractors or employees of Contractor are the direct and sole responsibility of Contractor.
6. **Representations.**
 - (a) Contractor represents and warrants that its employees or personnel are not currently employees of the Local Authority.
 - (b) Contractor represents and warrants that it is not more than 30 days delinquent in child support payments and is eligible to receive payments from state funds as required by Texas Family Code Section 231.006.
7. **Receipts and Records.** Contractor agrees to provide the Local Authority upon request with original receipts for the purchases of all goods and services involving the use of Local Authority funds as well as all other financial and supporting documents and statistical records.
8. **Disclosure.** Contractor agrees to disclose to the Local Authority if it or any of its subcontractors or employees rendering Services pursuant to this Agreement is currently barred from the award of a federal or state contract, or if such occurs anytime during the term of this Agreement.
9. **Immigration Reform and Control Act.** Contractor agrees to maintain appropriate identification and employment eligibility documents to meet requirements of the Immigration Reform and Control Act of 1986.
10. **AIDS/HIV Workplace Guidelines.** Contractor agrees to adopt and implement AIDS/HIV workplace guidelines and AIDS/HIV confidentiality guidelines, consistent with state and federal law.
11. **Required Reporting Regarding Licensure.** Contractor agrees that it shall report to Local Authority any allegations that either Contractor or any professional licensed or certified by the State of Texas and employed by or contracted with the Contractor and is or may provide any Services has either (a) committed an action that constitutes grounds for the denial or revocation of certification or licensure, or (b) had his/her license revoked. If Contractor or Contractor's employee has such a denial or revocation, and thereafter provides Services, then this Agreement may be terminated without prior notice.
12. **Reports of Abuse, Neglect and Exploitation.** Contractor agrees that it shall report any allegations of abuse and neglect in accordance with applicable law including, without

limitation, rules of the Texas Department of Family and Protective Services, and rules of the Texas Department of Health.

13. **Contractor's Governing Body.** Contractor agrees to provide Local Authority with a list of the members of Contractor's governing body, if applicable.

14. **Confidentiality/Protected Health Information.** If either party receives any Protected Health Information ("PHI") from the other, or creates or receives any PHI in the course of its performance under this Agreement, such party shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the regulations promulgated thereunder, and applicable state law, each as may be amended from time to time. Without limiting the foregoing, Contractor agrees to the following:

A. Use of PHI. Contractor shall not and shall ensure that its directors, officers, employees, and agents, do not use PHI other than as expressly permitted by this Agreement, or as required by law. Further, Contractor shall not use PHI in any manner that would constitute a violation of the Privacy Rule if so used by Local Authority, except that Contractor may use PHI for the purposes of managing and administering its internal business processes relating to its responsibilities under this Agreement.

B. Disclosure of PHI.

(i) **Disclosure to Third Parties.** Contractor shall not and shall provide that its directors, officers, employees, contractors, subcontractors and agents, do not disclose PHI to any other person (other than members of their respective workforces as specified in subsection (b) of this subsection), unless disclosure is required by law or authorized by either the express provisions of this Agreement or in writing the person whose PHI is to be disclosed. Any such disclosure other than as required by law shall be made only if such disclosee has previously signed a written agreement that:

(a) binds the disclosee to the provisions of this Agreement pertaining to PHI, for the express benefit of Local Authority, Contractor and, if disclosee is other than Contractor, the disclosee;

(b) contains reasonable assurances from disclosee that the PHI will be held confidential as provided in this Agreement, and only disclosed as required by law or for the purposes for which it was disclosed to disclosee; and

(c) obligates disclosee to immediately notify Contractor of any breaches of the confidentiality of the PHI, to the extent disclosee has obtained knowledge of such breach.

(ii) **Disclosure to Workforce.** Contractor shall not disclose PHI to any member of its workforce and shall provide that its subcontractors and agents do not disclose PHI to any member of their respective workforces,

unless Contractor or such subcontractor or agent has advised such person of his/her obligations under this Agreement, and of the consequences for such person and for Contractor or such subcontractor or agent of violating them. Contractor shall take and shall provide that each of its subcontractors and agents take, appropriate disciplinary action against any member of its respective workforce who uses or discloses PHI in contravention of this Agreement.

- C. Safeguards. Contractor shall implement all appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement.
- D. Accounting of Disclosures.
 - (i) Contractor shall maintain a record of all PHI disclosures made other than as permitted by this Agreement, including the date of disclosure, the name and, if known, the address of the recipient of PHI, a brief description of the PHI disclosed, and purpose(s) of the disclosure.
 - (ii) Within (10) days of notice by Local Authority to Contractor that Local Authority has received a request for an accounting of disclosures of PHI regarding an individual, Contractor and its agents or subcontractors shall each make available to Local Authority such information as is in its possession and that is required for Local Authority to make the accounting.
 - (iii) In the event that the request for an accounting is delivered directly to Contractor or its agents or subcontractors, Contractor shall prepare and deliver any such accounting requested in accordance with the requirements of 45 CFR Section 164.528, as may be amended from time to time.
- E. Reporting of Disclosures of PHI. Contractor shall, upon becoming aware of a use or disclosure of PHI in violation of this Agreement by Contractor or Contractor's officers, directors, employees, contractors, subcontractors, or agents, report such disclosure to Local Authority and the remedial action taken or proposed to be taken with respect to such use or disclosure.
- F. Agreements by Third Parties. Contractor shall not enter into any agreement with any agent or subcontractor that will have access to PHI that is received from, or created or received by Contractor on behalf of Local Authority unless such agent or subcontractor agrees to be bound by the same restrictions, terms, and conditions that apply to Contractor pursuant to this Agreement with respect to such PHI.
- G. Disclosure to U.S. Department of Health and Human Services. Contractor shall make its internal practices, books, and records relating to the use and disclosures of PHI available to the Secretary of the United States Department of Health and Human Services, for purposes of determining compliance with HIPAA.
- H. Access by Individuals. Within five (5) days of Contractor's receipt of a request from either Local Authority or any individual for access to PHI that is maintained by Contractor or Contractor's agents or subcontractors, Contractor or its agents or

subcontractors, as applicable, shall permit the individual whose PHI is the subject of such request to have access to and to copy his or her PHI, in the format requested, unless it is not readily producible in such format, in which case it shall be produced in hard copy format. Contractor shall notify Local Authority of the response to any such request within ten (10) days after Contractor receives the request. If any individual requests from Contractor access to PHI that is maintained solely by Local Authority, Contractor shall notify Local Authority of such request (such notice to include a complete copy of such request) within five (5) days after Contractor receives it.

- I. Amendment of PHI. Within five (5) days of Contractor's receipt of a request from either Local Authority or any individual for an amendment of PHI or a record about an individual contained in a Designated Record Set maintained by Contractor or Contractor's agents or subcontractors, Contractor or its agents or subcontractors, as applicable, shall incorporate any such amendment to enable Local Authority to fulfill its obligations under the Privacy Rule, including, but not limited to 45 CFR Section 164.526, as may be amended from time to time. Contractor shall notify Local Authority of its response to any such request (including a complete copy of the request) within ten (10) days after Contractor receives the request. If any individual requests that Contractor amend PHI that is contained in a Designated Record Set maintained solely by Local Authority, Contractor shall notify Local Authority in writing of the response to any such request (including a complete copy of such request) within five (5) days after Contractor receives it.
- J. Minimum Necessary. Contractor and its contractors, subcontractors and agents, shall only request, use, and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use, or disclosure.
- K. Termination. If Local Authority becomes aware of a pattern of activity or practice of Contractor that constitutes a material breach or violation of the Contractor's obligations under the provisions of this Agreement, Local Authority has the option to terminate this Agreement pursuant to the applicable provisions of its Section VII ("TERM AND TERMINATION").
- L. Procedure Upon Termination. Upon termination of this Agreement, if feasible, Contractor, and its subcontractors or agents, shall immediately return or destroy all PHI that it maintains in any form, and shall retain no copies of such information; or, if Local Authority determines that return or destruction is not feasible, Contractor shall continue to extend the protections of this Agreement to such information, and limit further use of the information to those purposes that make the return or destruction of the information infeasible. If Contractor destroys the PHI, Contractor shall certify in writing to Local Authority within thirty (30) days after such destruction that such PHI has been destroyed.
- M. Contractor Subject to Applicable Laws. Contractor agrees and acknowledges that in receiving, storing, processing or otherwise dealing with patient/client information, if any, accessed or generated as a result of providing the Services it is bound by the provisions of all laws, statutes, and regulations and other requirements protecting the confidentiality of this information and Title 25 Texas Administrative Code Chapter 414, Subchapter A (relating to Client-Identifying Information). Contractor shall comply with all applicable Health Insurance Portability and Accountability Act

regulations and other requirements. Contractor further agrees and acknowledges that in the event Contractor receives, stores, processes or otherwise deals with information pertaining to or about a person with respect to substance abuse, it is bound by the provisions of 42 C.F.R., Part 2 and, if necessary, will resist in judicial proceedings any efforts to obtain access to such information except as permitted by 42 C.F.R., Part 2.

N. **Definitions.** For purposes of the Agreement and this Amendment, the term "Designated Record Set" shall have the meaning given to it under the Privacy Rule, including, but not limited to, 45 CFR Section 160.501; the term "Privacy Rule" shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164; and the terms "Protected Health Information" or "PHI" shall each mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. Protected Health Information or PHI shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501 [45 CFR §§160.103 and 164.501] and 25 TAC, Chapter 414A, as amended.

15. **Access.** Pursuant to Health and Safety Code 534.060, Contractor agrees to allow the Local Authority, its representatives, including independent financial auditors, or other authorized governmental agencies unrestricted access to all facilities, data, and other information under the control of the Contractor, as necessary, to enable such agencies and the Local Authority to audit, monitor, and review all financial or programmatic activities in services associated with this Agreement.
16. **Retention of Records.** Except as expressly provided otherwise in this Agreement, Contractor agrees to retain all records pertinent to the Agreement for a period of five (5) years after the date of termination or expiration of this Agreement.
17. **Lobbying and Political Activity.** Contractor shall not use funds received under this Agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, federal or state, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any contract or grant or the extension, continuation, renewal, amendment, or modification of any contract or grant (31 USC §1352, as amended, and UGMS).

Contractor shall execute Exhibit D, "Certification Regarding Lobbying". If applicable, Contractor shall submit to Center Standard Form LLL (Disclosure of Lobbying Activities), containing the name(s) of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of Contractor in connection with that contract or grant, a certification that none of the funds received under this Agreement have been or will be used for payment to lobbyists, and disclosure of the names of any and all registered lobbyists with whom Contractor has an agreement.

**IV.
RESPONSIBILITIES OF THE LOCAL AUTHORITY**

1. Payment.

A. In consideration of the obligations undertaken by Contractor, the Local Authority agrees to pay Contractor, in accordance with the fee schedule attached as **Exhibit C**. The maximum amount to be paid to Contractor under this Agreement is \$69,587.00.

B. Payment will be made as reflected in **Exhibit C** based upon a completed invoice approved either by Local Authority's Executive Director, or by the Local Authority employee(s) authorized to approve billing(s).

C. Payment for Services is conditioned upon the Contractor completing the documentation necessary for the Local Authority to process the invoice(s). Such documentation must be complete, legible, and properly signed with title, date, and time as required. The contents must meet applicable standards, reporting requirements and rules set forth by any governmental agency and/or the Local Authority. Contractor shall prepare a separate invoice for each Local Authority division requesting Services, and submit invoices to such division(s) on a monthly basis for the Services provided during the immediately preceding month. The standard invoice form will be used for all Services.

D. The Local Authority agrees to pay the Contractor for expenses that are incurred in performing services authorized by this Agreement as specified in writing and approved in writing in advance of such incurrence by the Local Authority employee authorized to approve billings.

2. **Franchise Tax.** If Contractor is a corporation and becomes delinquent in the payment of its Texas Franchise tax, then payments to the Contractor due under this Agreement may be withheld until such delinquency is fully cured.

**V.
INSURANCE**

1. Contractor agrees to maintain and to cause its personnel providing services under this Agreement to maintain, at its sole cost and expense or the cost and expense of its personnel, such policies of general, professional liability and worker's compensation insurance coverage as required by Local Authority in order to insure Contractor and Local Authority against any claim for damages arising in connection with Contractor's responsibilities or the responsibilities of Contractor's personnel under this Agreement.
2. Contractor shall furnish copies of all the above-described insurance policies and a certificate of insurance pertaining to each such policy to the Local Authority upon request. All such insurance shall be secured and maintained with an insurance company, or companies, satisfactory to the Local Authority and shall name the Local Authority as an additional insured. The Local Authority may withhold payments under the terms of this Agreement until the Contractor furnishes the Local Authority copies of all such

policies and certificates of insurance from the insurance carrier(s), showing that such insurance is in full force and effect. Contractor shall give the Local Authority 30 days' prior written notice of any proposed cancellation of any of the above-described insurance policies.

**VI.
INDEMNIFICATION**

Contractor hereby agrees to the fullest extent permitted under the laws of the State of Texas to indemnify and hold harmless the Local Authority, its trustees, officers, employees, and agents from and against all liabilities, claims, actions, expenses (including attorney's fees and costs related to the investigation of any such claim, action, or proceeding), obligations, losses, fines, penalties, and assessments resulting from or arising out of the (a) performance or non-performance of Contractor's obligations under this Agreement, (b) negligence, or (c) willful misconduct; whether by the Contractor, its directors, officers, employees, or agents.

**VII.
TERM AND TERMINATION**

1. **Term.** This Agreement shall become effective on August 31, 2008 (the "Effective Date"), and shall terminate one (1) year after the Effective Date.
2. **Immediate Termination.** Local Authority may terminate this Agreement immediately if (a) Local Authority does not receive the full anticipated funding to pay for the Services under this Agreement from any funding source; (b) Local Authority has cause to believe that termination of the Agreement is in the best interests of the health and safety of any persons served under this Agreement; (c) Contractor has become ineligible to receive Local Authority funds; or (d) Contractor or its employees has its Texas or other state license or certification suspended or revoked.
3. **Termination Upon Default.** Either party may terminate this Agreement after 30 days' written notice if the other party is in default of any of the provisions herein.
4. **Termination without Cause.** Local Authority may terminate this Agreement without cause on thirty (30) days' written notice to Contractor.
5. **Termination by Mutual Consent.** This Agreement may be terminated by the mutual consent of both parties.

**VIII.
MISCELLANEOUS**

1. **Nondiscrimination.** Each party to this Agreement agrees that no person, on the basis of race, ethnicity, color, national origin, religion, sex, sexual orientation, age, disability, or political affiliation, will be excluded from participation, be denied the benefits of, or be subject to discrimination in the provision of any Services hereunder. The parties hereto agree to comply with the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the Civil Rights Act of 1991, and

the Age Discrimination in Employment Act of 1967, all amendments to each and all requirements imposed by the regulations issued pursuant to these Acts.

2. **Amendment.** Unless otherwise specifically provided herein, this Agreement may be amended or changed only by mutual written consent of an authorized representative of the Local Authority and Contractor, respectively.
3. **Entire Agreement.** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, written or oral agreement between the parties respecting the subject matter herein.
4. **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
5. **Notices.** Any required notice hereunder shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to Local Authority or Contractor at the address for such recipient shown below. The notice shall be effective on the date of delivery indicated on the return receipt.

If to the Local Authority:

Austin Travis County Mental Health Mental Retardation Center
David Evans, Executive Director
P.O. Box 3548
Austin, Texas 78764-3548

With a copy to the Local Authority's General Counsel.

If to Contractor:

Travis County Juvenile Probation Department
Sylvia Mendoza, Financial Manager
2515 S. Congress Ave.
Austin, Texas 78704

6. **Severability.** The invalidity or unenforceability of any term of provision hereof shall not affect the validity or enforceability of any other terms or provisions.
7. **Authority to bind Local Authority.** This Agreement is not binding upon the Local Authority unless and until it has been executed by Local Authority's Executive Director or his designee.
8. **Survival.** The provisions of this Agreement which, by their nature, are intended to survive termination or expiration of this Agreement shall so survive including, without limitation, Sections III.3., III.4., III.6., III.14, III.16., V., VI. and VIII.
9. **Contractor's Authority.** The person or persons executing and signing this Agreement on behalf of the Contractor guarantee that they have been fully authorized by the Contractor to execute the Agreement and to legally bind the Contractor to all the terms and provisions of the Agreement.

10. **Exhibits.** All Exhibits referred to in this Agreement and attached hereto are incorporated herein by this reference.

AUSTIN TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION CENTER

By: _____
Arturo Hernandez, Director of Child and Family Services

Date: _____

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

Signature

Printed Name

Title: _____

Date: _____

Signature

Printed Name

Title

Date: _____

EXHIBIT A

SERVICES TO BE PROVIDED

The services to be provided by Contractor (collectively, the "Services") include (a) hiring one (1) full-time person to serve as a Community Partners For Children Coordinator (such Community Partners For Children Coordinator sometimes hereinafter referred to as "Staff"), and (b) providing Staff with appropriate office space, supplies and furniture. Staff's responsibilities shall include, but may not be limited to (a) determining and identifying the strengths and needs of those persons with complex needs, and (b) coordinating care and serving as the single point of access, information and referral to other community-based providers for children and families with complex needs. Staff will be involved in training with appropriate community partners.

EXHIBIT B

QUALIFICATIONS OF CONTRACTOR

Staff must have a minimum of a bachelor's degree and either (a) have at least five (5) years of experience with children and families with complex needs, or (b) be a parent of a child with disabilities who is or has been involved in any child serving system providing services in Travis County, Texas.

EXHIBIT C

Contractor will be paid on an actual cost reimbursement basis for costs of Staff including salary, fringe benefits, auto mileage, training and seminar expenses, and training/seminar-related travel, meals and lodging.

EXHIBIT D

CERTIFICATION REGARDING LOBBYING

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 congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients 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.

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

Signature

Signature

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

GRANT SUMMARY SHEET

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

Department/Division:	Criminal Courts - Drug Court #2430
Contact Person:	Debra Hale
Title:	Court Management Director
Phone Number:	(512) 854-9432

Grant Title:	Drug Diversion Court		
Grant Period:	From: 9/1/2008	To: 8/31/2009	
Grantor:	Office of the Governor 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	Grants Match	In-Kind	TOTAL
Personnel	0	58,194	0	0	0	58,194
Operating	0	126,584	0	0	0	126,584
Capital Equipment	0	0	0	0	0	0
Indirect Costs	0	3,696	0	0	0	3,696
Total:	0	188,474	0	0	0	188,474
FTEs:		1.00	0.00	0.00	0.00	1.00

Performance Measures Applicable Depart. Measures	Projected FY 08 Measure	Progress To Date:				Projected FY 09 Measure
		12/31/07	3/31/08	6/30/08	9/30/08	
# of people assessed for eligibility to participate in the program.	3,017	1,063	1,906	2,733	3,017 Proj.	3,017
# of new enrollments in the program.	193	48	83	117	193 Proj.	193
# of participants that have graduated from the program.	100	35	65	89	100 Proj.	100
Measures For Grant						
Provide intensive case management for African American participants.	50	50	50	50	50 Proj.	50
Provide intensive case management for dually diagnosed participants.	20	20	20	20	20 Proj.	20
Provide intensive outpatient treatment services for dually diagnosed participants	5	2	3	4	5 Proj.	5

Auditor's Office Contract Approval: 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 Criminal Justice Division (CJD) of the Governor's Office announced the availability of ongoing funds for eligible drug court programs. Eligible applicants are counties in Texas that have incorporated the ten essential characteristics as outlined in section 469.001 Health and Safety Code. This grant is available to jurisdictions to improve the delivery of services or to enhance the existing Drug Court Program with additional services that will allow the Travis County Drug Court to more fully meet the goals of the Drug Court Program.

The purpose of the grant is to enhance the resources available to the Travis County Drug Court by upgrading supervision services provided to offenders to increase the likelihood of successful graduation, thereby reducing further criminal activity and reliance on the state correctional system, community supervision or local jails.

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

The County is not obligated to maintain the expenditure level requested in the 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.

A County match is not required.

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

Yes, the grant allows a 2% indirect cost reimbursement.

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.

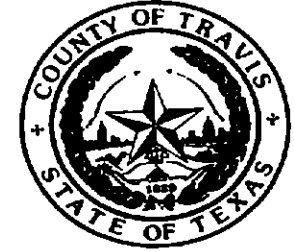
No, the Drug Court program will not discontinue upon discontinuance of grant funding. If the grant is not awarded, the department may request to incorporate the grant funded FTE into the County Budget. If, however, funding for enhanced treatment and case management services is unavailable, the department would reduce the static capacity, which could create a waiting list for potential participants and discontinue services for specialized populations (or look for other funding sources).

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

The Travis County Drug Court /SHORT program is not a new program. We are asking to enhance services for two specific target populations.

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 ongoing grant will allow the Drug Court program to continue to serve two specific populations which typically do not receive drug treatment services. A specialized population of up to 50 African American offenders will continue to receive intensive case management from Clean Investments and the grant funded Chemical Dependency Counselor. Due to the need for specialized mental health services, 25 dually diagnosed individuals will continue to receive intensive case management services from MHMR. A total of 10 dually diagnosed clients will receive intensive outpatient treatment services from MHMR as well.




**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: September 2, 2008

SUBJECT: FY 09 Budget Adjustments Related to Criminal Courts Request for Permission to Continue Drug Court Program Grant Position

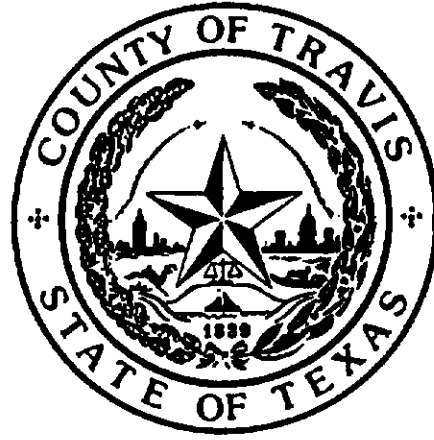
The Criminal Courts are requesting a permission to continue the Drug Court Program grant position (slot 171) through the end of September of 2008. The department states that this grant has been received from the Governor's Office since FY 02; however, the Governor's Office has not yet announced the FY 09 Drug Court grant awards. The department has told PBO that the grant may not be renewed in its entirety (\$184,778), but instead partially renewed, with sufficient funding for the current position. The department is currently working with the granting agency to ensure that a grant is received soon.

The requested expenditures total \$4,324 and are available from salary savings above budgeted salary savings within the department. In the event that the grant is not renewed at all, the General Fund would be responsible for one month of funding for the position. A budget adjustment will be needed to fund the proposed salary budget within the fund as required by the Budget Rules. The department is also able to cover this requirement from FY 08 temporary salary savings. PBO notes that the department has already requested General Fund dollars in an August 29th email to Commissioners Court to support the program in the event that this grant is not received. However, a review of the program would be needed prior to a recommendation by PBO for additional funds. In the meantime, PBO recommends approval of this one month permission to continue to ensure funding for the current position while the expected partial grant is received.

cc: Debra Hale, Criminal Courts
Joe Kertz, Criminal Courts
Leroy Nellis, PBO
Rodney Rhoades, Executive Manager PBO
Nisha Sharma, County Auditor's Office
Kimberly Walton, County Auditor's Office

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 29, 2008
To: Members of the Commissioners Court
From: Debra Hale, Director of Court Management *Debra*
Re: Permission to Continue Drug Court Grant Position, Project # M08622

The Travis County Drug Court Program initially received a Drug Court Enhancement Grant from the Governor's Office in Fiscal Year 2002. Funding for this grant has been continued each Fiscal Year since FY02. Again for FY09, a continuation grant application was submitted to the Governor's Office. The Criminal Courts anticipate the grant will be partially renewed, however, the Governor's Office has been delayed with announcing the FY09 Drug Court grant awards.

Among other things, the Drug Court Enhancement Grant funds a Chemical Dependency Counselor position (slot # 171) who works directly with the high risk, target population. Since the Governor's office has not yet announced the Drug Court grant awards for FY09, the Travis County Criminal Courts are requesting permission to continue funding for the Chemical Dependency Counselor for one month.

A budget adjustment in the amount of \$4,324 has been prepared. The funds will be transferred from account 001-2410-546-0701. This will pay for the salary and benefits of the grant Chemical Dependency Counselor for the month of September 2008. We anticipate the grantor to continue the grant for FY09 at which point the grant will reimburse the General Fund for this amount.

0701

2002

2003

2004

2005

2006

2007

25

A. Personnel												
Employee	Slot #	Pay Grade	Monthly Cost			FICA	Hospitalization	Life Insurance	Retirement	WC(Clerical)	Medicare	Total Benefits
			Monthly Salary	Benefit	Total							
Ava Lewis	171	15	\$ 3,109	\$ 1,215	\$ 4,324	193.00	629.00	7.00	333.00	7.00	46.00	1,215.00
			\$ -	\$ -	\$ -	-	-	-	-	-	-	-
			\$ -	\$ -	\$ -	-	-	-	-	-	-	-
			\$ -	\$ -	\$ -	-	-	-	-	-	-	-
TOTAL PERSONNEL			\$ 3,109	\$ 1,215	\$ 4,324	193.00	629.00	7.00	333.00	7.00	46.00	1,215.00

9

Travis County Commissioners Court Agenda Request

Voting Session September 9, 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 \$496,473.74, for the period of August 22, 2008 to August 28, 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)

COUNTY RECEIVED
08 SEP - 4 PM 11-28



**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: September 9, 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 22, 2008 to August 28, 2008

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$496,473.74

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 \$496,473.74.

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 22, 2008 TO AUGUST 28, 2008**

-

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

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

PERIOD OF PAYMENTS PAID:

FROM: August 22, 2008
 TO: August 28, 2008

REIMBURSEMENT REQUESTED:

\$ 496,473.74

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,286,124.07
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: September 2, 2008	\$ (789,650.50)
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 496,473.74
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 496,473.74

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


All claims over \$25,000 (3 this week totaling \$230,781.42) 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.

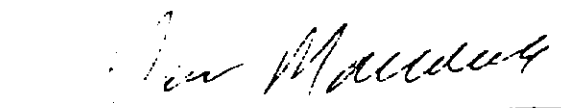
Fifteen percent (15%) of all claims under \$25,000 (\$40,632.14) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount 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 \$223,602.03.


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.

 9-3-08
 Linda Moore Smith, Director Date

 9-3-08
 Dan Mansour, Risk Manager Date

 9-3-08
 Cindy Purinton, Benefit Contract Administrator Date

 9/3/08
 Norman McRee, Financial Analyst Date

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

CUSTOMERS WHO NORMALLY FUND ON MONDAY WILL BE ASKED TO DO SO ON FRIDAY ACCORDING TO THE LABOR DAY HOLIDAY ACCELERATED SYSTEM FEED SCHEDULE.

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: 2008-08-29 REQUEST AMOUNT: \$1,286,124.07

CUSTOMER ID: 00000701254
 CONTRACT NUMBER: 00701254 00709445
 BANK ACCOUNT NUMBER: 0475012038
 FUNDING ABA NUMBER: 02:000021
 FREQUENCY: FRIDAY INITIATOR: CUST METHOD: ACH ADVISE FREQUENCY: DAILY
 BASIS: BALANCE

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2008-08-28	\$196,751.65
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
- UNDER DEPOSIT:	\$1,241,966.35
+ CURRENT DAY NET CHARGE:	\$44,157.72
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	\$1,286,124.07

ACTIVITY FOR WORK DAY: 2008-08-22

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$48,803.33	\$00.00	\$48,803.33
TOTAL:	\$48,803.33	\$00.00	\$48,803.33

ACTIVITY FOR WORK DAY: 2008-08-25

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$39,643.78-	\$00.00	\$39,643.78-

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2008_08_28

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	-52.55	O9	87591421	AH	1	9/17/2007	50	8/25/2008	8/28/2008
701254	632	-52.55	O9	87591421	AH	1	9/17/2007	50	8/27/2008	8/28/2008
701254	632	-75.9	UU	8359316	AH	9	8/20/2008	50	8/26/2008	8/28/2008
701254	632	-84	Q3	35945053	AH	8	8/25/2008	50	8/29/2008	8/28/2008
701254	632	-112	NN	SSN0000CAL		0	8/19/2008	600	8/25/2008	8/28/2008
701254	632	-121.34	NN	SSN0000CAL		0	8/19/2008	600	8/25/2008	8/28/2008
701254	632	-124	Q3	26216561	AH	6	8/25/2008	50	8/29/2008	8/28/2008
701254	632	-125.28		3373151	AF	2	8/25/2008	50	8/27/2008	8/28/2008
701254	632	-128.07	Q3	7412171	AA	8	5/23/2008	50	8/25/2008	8/28/2008
701254	632	-170	Q3	43945471	AH	6	8/25/2008	50	8/29/2008	8/28/2008
701254	632	-179.26	NN	SSN0000CAL		0	8/25/2008	600	8/29/2008	8/28/2008
701254	632	-375.36	NN	SSN0000CAL		0	8/22/2008	600	8/28/2008	8/28/2008
701254	632	-1209	Q2	80482111	AH	6	8/22/2008	50	8/28/2008	8/28/2008
701254	632	-1556.36	UT	80232671	AH	1	2/5/2008	50	8/29/2008	8/28/2008
701254	632	-2846.99	NN	SSN0000CAL		0	8/25/2008	600	8/29/2008	8/28/2008
701254	632	-3504.55	UV	4351521	AA	6	8/25/2008	50	8/27/2008	8/28/2008
701254	632	-4495.5	NN	SSN0000CAL		0	8/25/2008	600	8/29/2008	8/28/2008
701254	632	-71638.02	NN	SSN0000CAL		0	8/22/2008	600	8/28/2008	8/28/2008
701254	632	-136732.57	NN	SSN0000CAL		0	8/20/2008	600	8/26/2008	8/28/2008

496,473.74

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

For the payment week ending: 08/28/2008

<i>CONTR #</i>	<i>TRANS_AMT</i>	<i>SRS</i>	<i>CHK_#</i>	<i>GRP</i>	<i>ACCT#</i>	<i>ISS_DATE</i>	<i>TRANS_CODE</i>	<i>TRANS_DATE</i>
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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: 8/28/2008

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
	EE	
	526-1145-522.45-28	65,292.76
	RR	
	526-1145-522.45-29	2,319.30
Total CEPO		\$67,612.06
EPO		
	EE	
	526-1145-522.45-20	148,733.44
	RR	
	526-1145-522.45-21	16,688.64
Total EPO		\$165,422.08
PPO		
	EE	
	526-1145-522.45-25	239,668.60
	RR	
	526-1145-522.45-26	23,771.00
Total PPO		\$263,439.60
Grand Total		\$496,473.74

10

Travis County Commissioners Court Agenda Request

Voting Session 9/9/08
(Date)

Work Session _____
(Date)

I. Request made by:


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

Routine Personnel Actions

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

II. Additional Information

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

III. Required Authorizations: Please check if applicable:

_____ Planning and Budget Office (854-9106)

_____ Human Resources Management Department (854-9165)

_____ Purchasing Office (854-9700)

_____ County Attorney's Office (854-9415)

_____ County Auditor's Office (854-9125)



Human Resources Management Department

1010 Lavaca Street, 2nd Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203

September 9, 2008

ITEM # :

DATE: August 29, 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.

Routine Personnel Actions – Pages 2 – 5.

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	121	Law Clerk I (Part-time)	14 / Minimum / \$15,778.26	14 / Minimum / \$15,778.26
County Atty	175	Office Specialist	10 / Midpoint / \$29,499.39	10 / Midpoint / \$29,499.39
County Clerk	50	Court Clerk Asst*	11 / Level 2 / \$27,310.40	11 / Level 2 / \$27,310.40
District Clerk	103	Court Clerk I	13 / Minimum / \$29,501.26	13 / Minimum / \$29,501.26
ITS	75	Planner Sr	20 / \$55,000.00	20 / \$55,000.00
ITS	129	Systems Engineer II	23 / \$63,334.75	23 / \$63,334.75
Juvenile Court	497	Juvenile Res Trt Ofcr I	11 / Level 2 / \$27,310.40	11 / Level 2 / \$27,310.40
Sheriff	1417	Cadet	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	1631	Security Coord	12 / Level 4 / \$30,888.00	12 / Level 4 / \$30,888.00
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
ITS	20003	Customer Support Analyst II	20 / \$25.49	20 / \$25.49	02
Juvenile Court	50113	Juvenile Res Trt Ofcr Asst*	10 / \$11.58	10 / \$11.58	05
Juvenile Public Defender	20023	Office Asst	8 / \$10.10	8 / \$10.10	02
*Regular to Temporary		**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).			

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
TNR	20059	Park Tech I	6 / \$10.00	6 / \$10.00	02
TNR	20077	Park Tech I	6 / \$10.00	6 / \$10.00	02
TNR	20078	Park Tech I	6 / \$10.00	6 / \$10.00	02
TNR	20090	Park Tech I	6 / \$10.00	6 / \$10.00	02
TNR	20104	Risk / Safety Spec Asst II	12 / \$13.26	12 / \$13.26	02
TNR	50063	School Crossing Guard I	5 / \$10.00	5 / \$10.00	05
TNR	50108	School Crossing Guard I	5 / \$10.00	5 / \$10.00	05
TNR	50109	School Crossing Guard I	5 / \$10.00	5 / \$10.00	05
TNR	50110	School Crossing Guard I	5 / \$10.00	5 / \$10.00	05
*Regular to Temporary			**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).		

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	95	Juvenile Res Trt Ofcr I* / Grd 11	Juvenile Res Trt 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 72 / Court Reporter / Grd 22 / \$72,082.66	Juvenile Court	Slot 531 / Court Reporter / Grd 22 / \$72,082.66	Lateral transfer. Employee transferred to different slot, same position, different department, same pay grade, retains current pay.
County Atty	Slot 69 / Office Specialist / Grd 10 / \$27,865.86	County Atty	Slot 66 / Legal Secretary / Grd 15 / \$33,764.43	Promotion. Pay is at minimum of pay grade.
County Atty	Slot 182 / Attorney III / Grd 24 / \$62,086.34	District Atty	Slot 124 / Attorney III* / Grd 24 / \$63,939.20 (Authorized slot is green-circled.)	Lateral transfer. Employee transferred to different slot, same position, different department. Pay is between min and midpoint of pay grade.
Emergency Services	Slot 39 / Fire Marshal Asst Deputy II* / Grd 18 / \$47,921.33	Emergency Services	Slot 39 / Fire Marshal Asst Deputy II* / Grd 18 / \$51,685.50	Salary adjustment. Pay is midpoint of pay grade.
Juvenile Court	Slot 46 / Business Analyst II / Grd 21 / \$63,853.21	ITS	Slot 106 / Project Mgr I / Grd 25 / \$74,401.60	Promotion. Pay is between min and midpoint of pay grade.
Juvenile Court	Slot 521 / Juvenile Case Work Mgr / Grd 17 / \$57,973.34	Juvenile Court	Slot 582 / Social Svcs Prgm Coord / Grd 17 / \$57,973.34	Lateral transfer. Employee transferred to different slot, different position, same department, same pay grade, retains current pay.
Juvenile Court	Slot 582 / Social Svcs Prgm Coord / Grd 17 / \$46,489.53	Juvenile Court	Slot 447 / Social Svcs Prgm Coord / Grd 17 / \$46,489.53	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1755 / Deputy Sheriff Law Enforcement / Grd 72 / \$45,485.02	Sheriff	Slot 1485 / Corrections Officer* / Grd 81 / \$38,737.92	Voluntary job change. Peace Office 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
JP Pct 3	6	Court Clerk II / 15747	NE	15	Court Clerk II Sr / 16748	NE	16
JP Pct 3	11	Court Clerk II / 15747	NE	15	Court Clerk II Sr / 16748	NE	16
Facilities Management	146	Custodial Svcs Supv / 10804	NE	10	Building Maintenance Coordinator / 13052	NE	13
Departments requested in order to meet departmental needs. PBO has confirmed funding.							

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

12

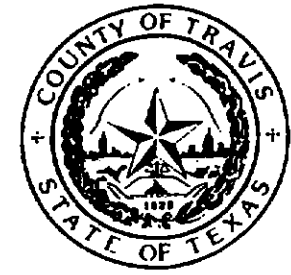
From: Danny Hobby
To: Velasquez, Melissa
Subject: Agenda Item for August 9th

Please post this following item for the August 9th Agenda Meeting:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THIRTEENTH PAYMENT TO THE CITY OF AUSTIN FOR FY-2007 OPERATIONS AND MAINTENANCE OF THE COMBINED TRANSPORTATION, EMERGENCY & COMMUNICATIONS CENTER ("CTECC"), INTERLOCAL AGREEMENT IL030285LC. (TCES)

Thanks.

Danny



EMERGENCY SERVICES

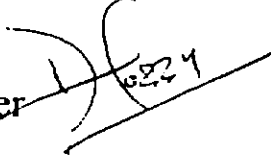
DANNY HOBBY, EXECUTIVE MANAGER
P.O. Box 1748 , AUSTIN, TEXAS 78767
(512) 854-4416, FAX (512) 854-4786

*Emergency Management
Pete Baldwin, Emergency Mgmt.
Coordinator*

*Fire Marshal
Brad Beauchamp*

*Chief Medical Examiner
Dr. David Dolinak*

*STAR Flight
Casey Ping, Program Manager
Technology & Communications*

To: Travis County Commissioners Court
From: Danny Hobby, Emergency Services Executive Manager 
Date: August 28, 2008
Subject: Final City of Austin invoice to Travis County for FY07 CTECC O&M

Proposed Motion:

September 9, 2008, Commissioners Court Voting Session –
APPROVE THIRTEENTH PAYMENT TO CITY OF AUSTIN FOR FY-2007 OPERATIONS AND MAINTENANCE OF THE COMBINED TRANSPORTATION, EMERGENCY & COMMUNICATIONS CENTER (“CTECC”), INTERLOCAL AGREEMENT IL030285LC. (TCES)

Summary & Staff Recommendation:

The CTECC program is an interlocal cooperative effort involving partners from the City of Austin, Texas Department of Transportation, Capital Metro, and Travis County. All four entities, along with citizens of central Texas currently benefit from ongoing operations at CTECC. The facility houses regional public safety/service systems related to two-way radio communications, computer-aided dispatch, 9-1-1, 3-1-1, mobile data, emergency operations, and intelligent transportation. County emergency management activities presently operate out of CTECC, as do Sheriff dispatch functions.

The City of Austin (“City”), as the program’s managing partner, is responsible for procurement and financial activities related to CTECC and billing the partners for percentage-share reimbursements on a monthly basis.

In FY07, several capital expenditures occurred for the partnered program that were not captured and recorded before year-end close. This 13th and final invoice is the City’s true-up request for recouping these partnered expenses and therefore represents shared capital expenditures incurred during the 2007 fiscal period that have gone unbilled until now.

The TCES recommendation is for Commissioners Court to approve and authorize the 13th and final payment. County representatives on the Operating and Governing Boards, the CTECC General Manager, and other City and County resource staff support this recommendation.

There appear to be no issues or concerns with approving the requested action, as all charges are within budget and appear to be for legitimate program expenditures due for County reimbursement to City.

Budgetary Impact & Financial Summary:

Sufficient residual FY07 CTECC O&M funds to pay this \$147,577.54 bill are currently available in TCES accounts 001-4705-823-5004 and 001-4705-579-5004, as shown in the attached purchase requisition. These surplus funds were previously tied to purchase order 357176, the original FY07 CTECC O&M authorization that was liquidated in February of 2008.

A summary of Travis County's FY07 CTECC O&M financial activities is as follows:

• FY07 County contractual NTE amount	\$1,611,280.00
• FY07 County paid-to-date total (payments 1-12)	\$1,190,221.25
• FY07 County obligation due under invoice-13	<u>\$ 147,577.54</u>
	\$1,337,798.79
• FY07 County funds remaining (under-budget, after payments 1-13)	\$ 273,481.21

Attachment(s):

Clarification Memo by CTECC General Manager – August 21, 2008
City of Austin Invoice 56CECTCTUP1 – August 12, 2008
Travis County Purchase Requisition 448373

Cc, County Staff:

CTECC Board Members – Capt. Paul Knight, TCSO; Pete Baldwin, TCOEM
Audit – Jose Palacios, Mike Crawford
Legal – Barbara Wilson
PBO – Randy Lott
Purchasing – Lori Clyde
TCES – Christine Lego, Toby Fariss



City of Austin

Communications & Technology Management

August 21, 2008

Travis County
Attn: Toby Farris, Contracts Administrator
P.O. BOX 1748
Austin, TX 78767

RE: CTECC FY2007 Capital Expenditures – Invoice: 56CECTCTUP1

Dear Mr. Farris:

The Communications and Technology Management Department (CTM) invoice and supportive documentation represent Travis County shared capital expenditures from the City of Austin for the Combined Transportation, Emergency and Communications Center (CTECC) incurred during the 2007 fiscal period.

Expenses for last fiscal year (prior to October 1, 2007) were allocated per Final/Approved FY2007 Exhibit B pro forma budget as defined by the Interlocal Agreement for Operations and Maintenance of the Combined Emergency Communications Facility and Supported Systems. Travis County's pro forma capital expenditures budget for the period is noted at \$192,500. Travis County is responsible for \$147,577.54 of actual expenses.

Actual expenses represent capital costs incurred to maintain, upgrade, and/or replace systems, hardware and software. Pertaining to this discussion, these expenses comprise the replacement of administrative desktop computers, upgrades to the Computer Aided Dispatch (CAD) infrastructure, replacement of CAD machines (production and training), enhancements to the fundamental integrity of the CTECC network, and deployment of CAD mobile access software.

The delay in invoicing these items is resultant of one principal factor, timing. In brief, the City of Austin is the custodian of any shared purchases, capital or non-capital, for CTECC yet, as capital assets are concerned the portions of non-City assets must be recorded before the fiscal period close in order to be accounted for properly. Due to unforeseen circumstances this did not occur. This oversight was made known to management, agency representatives, and members of CTECC Governing Board as it became apparent.

If you have any questions regarding this information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Teresa Reel'.

Teresa Reel
General Manager, CTECC
(512) 974-0762



City of Austin

Communications & Technology Management

August 12, 2008

Travis County Emergency Services
Attn: Toby Farris, Contracts Administrator
P.O. BOX 1748
Austin, TX 78767

Re: CTECC Services - FY2007 Capital Expenditures Invoice; 56CECTCTUP1

The attached documentation illustrates CTECC agency partner shared capital expenditures incurred during the FY2007 period. Of the shared capital expectations represented per FY2007 CTECC Exhibit B, Travis County is responsible for \$147,577.54. The FY2007 CTECC CapEx True-Up summary provides further details, by reference number, of these expenditures during this period.

Please remit payment per City of Austin, Communications and Technology Management, invoice #56CECTCTUP1 upon your review.

Please contact me at 512-974-0788 (CTECC) or 512-974-1646 (CTM) to discuss any questions or concerns you may have.

A handwritten signature in black ink, appearing to read 'Tom Gabel', written over a horizontal line.

Thomas J. Gabel, MBA
Business Systems Analyst
CTECC / CTM-Waller Creek



CITY OF AUSTIN - INVOICE

Invoice Number: 5600 - 56CECTCTUP1
Invoice Date: 08-12-08
Customer Number: TRA4717750
Amount Due: \$147,577.54
Payment Due Date: 09-11-08
Amount Enclosed:

Invoice #13 For
FY07 CTECC O&M
Rcvd by TF
08/15/08

ORIGINAL

Bill to:
TRAVIS COUNTY
P O BOX 1748
AUSTIN Texas 78767

Please make check or
money order payable to
CITY OF AUSTIN and mail to:
Communications and Technology Management
Finance Division
P.O. Box 2920
Austin Texas 78768

Please check if address has changed and write correct
address on back of stub.

RETURN THIS TOP PORTION WITH YOUR PAYMENT
CUT HERE AND RETAIN THIS LOWER PORTION FOR YOUR RECORDS



CITY OF AUSTIN - INVOICE

Invoice Number: 5600 - 56CECTCTUP1
Invoice Date: 08-12-08

Table with 5 columns: Description, Quantity, Item, Price, Amount. Row 1: CTECC SERVICES - TRAVIS COUNTY PARTNER SHARE CIP TRUEUP, \$147,577.54. Row 2: Credit, (\$0.00). Row 3: Total Amount Due, \$147,577.54.

CTECC SERVICES - TRAVIS COUNTY PARTNER SHARE CIP TRUEUP

Please include the payment stub with the invoice number along with your payment.

Billing Summary for 13th COA invoice to TC for FY07 CTECC O&M
of previously unbilled capital expenditures; invoice# 56CECTCTUP1, 08/12/08

Reference#	Vendor	Invoice#	Inv Date	Program Inv Total	Travis Co. Percentage Share	Charge to TC	Note
2a	Dell	T25920191	12/12/06	\$17,220.19	0.0819670	\$1,411.49	replacement of admin desktop computers charged @ 8.20% share
2b	Dell	T26742629	12/12/06	\$63,582.24	0.1212122	\$7,706.94	replacement of admin desktop computers charged @ 12.12% share
4a	Dell	T10125544	12/03/06	\$5,918.72	25.00%	\$1,479.68	replacement of admin laptop computers charged @ 25% share
4b	Dell	T16929521	12/07/06	\$2,046.77	25.00%	\$511.69	replacement of admin laptop computer charged @ 25% share
5a	Calence	0016444	06/30/07	\$2,038.40	25.00%	\$509.60	upgrade of CTECC computer network charged @ 25% share
5b	Calence	0016321	06/29/07	\$375.20	25.00%	\$93.80	upgrade of CTECC computer network charged @ 25% share
5c	Calence	0016733	07/05/07	\$64,954.40	25.00%	\$16,238.60	upgrade of CTECC computer network charged @ 25% share
5d	Calence	0016319	06/29/07	\$35,112.00	25.00%	\$8,778.00	upgrade of CTECC computer network charged @ 25% share
5e	Calence	0016830	07/03/07	\$1,024.00	25.00%	\$256.00	upgrade of CTECC computer network charged @ 25% share
5f	Calence	0016616	07/01/07	\$65.60	25.00%	\$16.40	upgrade of CTECC computer network charged @ 25% share
5g	Calence	0016614	07/01/07	\$4,760.00	25.00%	\$1,190.00	upgrade of CTECC computer network charged @ 25% share
5h	Calence	0016514	06/30/07	\$3,763.20	25.00%	\$940.80	upgrade of CTECC computer network charged @ 25% share
5i	Calence	0019844	08/17/07	\$5,811.20	25.00%	\$1,452.80	upgrade of CTECC computer network charged @ 25% share
5j	Calence	0016074	06/26/07	\$781.20	25.00%	\$195.30	upgrade of CTECC computer network charged @ 25% share
6a	Dell	XC67J22W8	09/17/07	\$7,226.00	25.00%	\$1,806.50	enhancement of CTECC computer backup system charged @ 25% share
6aa	Dell	XC69TFXX8	09/19/07	\$9,192.00	25.00%	\$2,298.00	enhancement of CTECC computer backup system charged @ 25% share
6b	Dell	R54978336	10/27/06	\$212,186.04	25.00%	\$53,046.51	enhancement of CTECC computer backup system charged @ 25% share
6ba	Dell	T25415926	12/11/06	\$6,407.40	25.00%	\$1,601.85	enhancement of CTECC computer backup system charged @ 25% share
6bb	Dell	R50853520	10/24/06	\$4,998.36	25.00%	\$1,249.59	enhancement of CTECC computer backup system charged @ 25% share
6bc	Dell	R72235072	11/07/06	\$3,671.32	25.00%	\$917.83	enhancement of CTECC computer backup system charged @ 25% share
6bd	Dell	R66431124	11/02/06	\$6,607.65	25.00%	\$1,651.91	enhancement of CTECC computer backup system charged @ 25% share
8a	Dell	T31613807	12/14/06	\$22,815.94	25.00%	\$5,703.99	enhancement of CTECC virtual computer file server charged @ 25% share
8b	Dell	T19208132	12/08/06	\$121.68	25.00%	\$30.42	enhancement of CTECC virtual computer file server charged @ 25% share
8c	Dell	T44837377	12/22/06	\$24,582.50	25.00%	\$6,145.63	enhancement of CTECC virtual computer file server charged @ 25% share
10a	Dell	T89919003	01/25/07	\$93,587.52	Direct Cost and/or CAD% Share	(see below)	replacement of CAD computers; see lines 10 Sub-Con A, 10 Sub-Con B
10b	Dell	T82825895	01/21/07	\$66,291.16	Direct Cost and/or CAD% Share	(see below)	replacement of CAD computers; see lines 10 Sub-Con A, 10 Sub-Con B
10c	Dell	T70176315	01/12/07	\$93,587.52	Direct Cost and/or CAD% Share	(see below)	replacement of CAD computers; see lines 10 Sub-Con A, 10 Sub-Con B
10d	Dell	T27180160	12/12/06	\$9,555.39	Direct Cost and/or CAD% Share	(see below)	replacement of CAD monitors; see line 10 Sub-Con C
10e	Dell	T27175477	12/12/06	\$12,250.50	Direct Cost and/or CAD% Share	(see below)	replacement of CAD monitors; see line 10 Sub-Con C
10f	Dell	T27164467	12/12/06	\$12,250.50	Direct Cost and/or CAD% Share	(see below)	replacement of CAD monitors; see line 10 Sub-Con C
10g	Dell	T27154810	12/12/06	\$12,250.50	Direct Cost and/or CAD% Share	(see below)	replacement of CAD monitors; see line 10 Sub-Con C
10 Sub-Con A	Dell				CAD Direct Cost	\$25,346.62	replacement of 13EA CAD computers charged @ 100%; see lines 10a-c
10 Sub-Con B	Dell				CAD 17% Share Cost	\$3,314.56	replacement of 10EA CAD computers charged @ 17%; see lines 10a-c
10 Sub-Con B	Dell				CAD 17% Share Cost	\$833.03	replacement of 20EA CAD monitors charged @ 100%; see lines 10d-g
13	TriTech	7807	09/25/07	\$2,850.00	100.00%	\$2,850.00	VisiCAD licensing; who, what, when, QTY?
						\$147,577.54	

CITY OF AUSTIN
 COMMUNICATIONS & TECHNOLOGY MANAGEMENT DEPT.
 '2007 CTECC CAPEX TRUE-UP *
 UN-BILLED TO EXTERNAL AGENCY PARTNERS
 AS OF: April 3, 2008
 Reference: CTECC FY2007 CIP - Electronics, H/W, S/W (FY2007 CTECC Exhibit B & Capital Forms)
 This summary of FY2007 CTECC CAPEX excludes COA ONLY portions for the period

Approved FY2007 CIP Budget (inc. COA only) 7 Budgeted Capital - H/W & S/W Expenditures: \$ 950,558.00 \$ 718,838.00 \$ 192,500.00 \$ 13,700.00 \$ 25,520.00										FY07 CIP Allocation Percentages			
Ref No.	Description	Reference Transaction Record (non-subtotal view only)	Expensed to FDU	Total Expense	COA	TC	TXDOT	CMTA	COA	TC	TXDOT	CMTA	
2	Administrative PCs	5600	07010909261	\$ 17,220.19	\$ 14,679.51	\$ 1,411.49		\$ 1,129.19	85.25%	8.20%	0.00%	6.56%	
2	Administrative PCs Total			\$ 17,220.19	\$ -	\$ -		\$ -					
2	Administrative Monitors	5600	07011009631	\$ 63,582.24	\$ -	\$ -		\$ -					
2	Administrative Monitors Total			\$ 63,582.24	\$ 52,792.53	\$ 7,706.94		\$ 3,082.78	83.03%	12.12%	0.00%	4.85%	
4	Administrative Laptops	5600	07011810544	\$ 5,918.72	\$ -	\$ -		\$ -					
4	Administrative Laptops	5600	07010909260	\$ 2,046.77	\$ -	\$ -		\$ -					
4	Administrative Laptops Total			\$ 7,965.49	\$ 5,177.57	\$ 1,991.37		\$ 796.55	65.00%	25.00%	0.00%	10.00%	
5	CTECC Network Upgrade	5600	07080142021	\$ 7,840.00	\$ -	\$ -		\$ -					
5	CTECC Network Upgrade	5600	07080142021	\$ 11,200.00	\$ -	\$ -		\$ -					
5	CTECC Network Upgrade	5600	07080142021	\$ 13,428.80	\$ -	\$ -		\$ -					
5	CTECC Network Upgrade	5600	07080142021	\$ 1,024.00	\$ -	\$ -		\$ -					
5	CTECC Network Upgrade	5600	07080142021	\$ 308.00	\$ -	\$ -		\$ -					
5	CTECC Network Upgrade	5600	07080142021	\$ 330.40	\$ -	\$ -		\$ -					
5	CTECC Network Upgrade	5600	07080142021	\$ 1,321.60	\$ -	\$ -		\$ -					
5	CTECC Network Upgrade	5600	07080142021	\$ 44.80	\$ -	\$ -		\$ -					
5	CTECC Network Upgrade	5600	07080142021	\$ 224.00	\$ -	\$ -		\$ -					
5	CTECC Network Upgrade	5600	07080142021	\$ 65.60	\$ -	\$ -		\$ -					
5	CTECC Network Upgrade	5600	07080142021	\$ 3,124.80	\$ -	\$ -		\$ -					
5	CTECC Network Upgrade	5600	07080142021	\$ 560.00	\$ -	\$ -		\$ -					
5	CTECC Network Upgrade	5600	07080142021	\$ 277.20	\$ -	\$ -		\$ -					
5	CTECC Network Upgrade	5600	07080142021	\$ 638.40	\$ -	\$ -		\$ -					
5	CTECC Network Upgrade	5600	07080142021	\$ 2,456.00	\$ -	\$ -		\$ -					
5	CTECC Network Upgrade	5600	07080142021	\$ 17,920.00	\$ -	\$ -		\$ -					
5	CTECC Network Upgrade	5600	07080142021	\$ 3,357.20	\$ -	\$ -		\$ -					
5	CTECC Network Upgrade	5600	07080142021	\$ 5,597.20	\$ -	\$ -		\$ -					
5	CTECC Network Upgrade	5600	07080142021	\$ 7,840.00	\$ -	\$ -		\$ -					
5	CTECC Network Upgrade	5600	07080142021	\$ 20,137.60	\$ -	\$ -		\$ -					

PURCHASE REQUISITION NBR: 0000448373

REQUISITION BY: LEGOC X44855
 STATUS: DEPARTMENT APPROVAL
 REASON: UNBILLED FY07 CTECC O&M PER COMM COURT APPROVAL
 DATE: 8/25/08

SHIP TO LOCATION: EMERGENCY SERVICES
 SUGGESTED VENDOR: 53547 CITY OF AUSTIN
 DELIVER BY DATE: 8/25/08

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	FY07 CTECC OPER & MATIN EXPENSE NTE \$1,611,280 COMMODITY: BLDG MAINT & REPAIRS SVCS SUBCOMMOD: GEN BLDG MAINT & REPAIR INVENTORY BUILDING: E3 STOCK NO: 910-028-00033	147577.54	DOL	1.0000	147577.54	

REQUISITION TOTAL: 147577.54

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

LINE #	ACCOUNT	PROJECT	AMOUNT
1	00147055795004	REPR & MINC-SERVCS PURCHD	43018.85
1	00147058235004	REPR-BLDG STRUCT & EQUIP	104558.69
		REPR & MTNC-SERVCS PURCHD	
		REPR--BLDG STRUCT & EQUIP	
			147577.54

REQUISITION IS IN THE CURRENT FISCAL YEAR.

13



TRAVIS COUNTY PURCHASING OFFICE

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

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

Approved by: _____

Cyd V. Grimes 9/4/08

Voting Session: Tuesday, September 9, 2008

REQUESTED ACTION: DECLARE LISTING OF EQUIPMENT AS SURPLUS AND SELL AT PUBLIC AUCTION PURSUANT TO SECTION 263.151 OF THE TEXAS LOCAL GOVERNMENT CODE. (FIXED ASSETS)

Points of Contact:

- Purchasing:** Ron Dube, Fixed Assets Mgr., Dan Rollie, Fixed Assets Warehouse Mgr., and Patricia Estrada, Administration
- County Attorney (when applicable):** John Hille
- County Planning and Budget Office:** Leroy Nellis
- County Auditor's Office:** Susan Spataro and Jose Palacios
- Other:** N/A

- **Purchasing Recommendation and Comments:** Purchasing recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.
- The court will note that some of the items on the list have purchase dates of 1984 through 2008 with an acquisition method of F/A which means "Found At Inventory". That does not necessarily mean the items were bought during those years and now they are no longer useable. In nearly every case, the year reflects when the item was found within the department and entered into the HTE tracking system. Despite our best efforts, not all departments totally comply with our inventory policies and procedures.
- Pursuant to Section 263.151, declare the attached list of equipment as Surplus Property.

APPROVED () DISAPPROVED ()

BY COMMISSIONERS COURT ON

DATE

COUNTY JUDGE

LOT#	AQ	TYPE	YEAR	TAG	IMP	DESCRIPTION	SERIAL	COST	INS	DEPT	DIV	P.O.	ASSET	LOC	STA	FUND
LOT#001	PO	RHE	1991	138726	0	SWEPPER/SCRUBBER INDUSTRIAL	4730091	\$25,970.00	\$0.00	14	13	16147	8813	TCAUC3	A	8031
LOT#002	N/A	N/A	N/A	N/A	N/A	HOMASOTE SOUND BARRIERS (EXPO CENTER)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC3	A	N/A
LOT#003	N/A	N/A	N/A	N/A	N/A	OLD LIVESTOCK PENS (EXPO CENTER)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC3	A	N/A
LOT#004	N/A	N/A	N/A	N/A	N/A	14 MISC LIGHT BARS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC3	A	N/A
LOT#005	FA	OGH	2008	143130	0	TRUE BEER COOLER	933796	\$0.00	\$2,005.00	14	13		88144	TCAUC3	A	8015
LOT#006	FA	OGH	2008	143131	0	BEVERAGEAIRE BEER COOLER	5404445	\$0.00	\$2,005.00	14	13		88143	TCAUC3	A	8015
LOT#007	FA	OGH	2008	143132	0	TRUE BEER COOLER	560915	\$0.00	\$2,005.00	14	13		88145	TCAUC3	A	8015
LOT#008	PO	OGH	2001	143127	0	BEVERAGE-AIR DIRECT DRAW BEER DISPENSER	5909468	\$0.00	\$2,150.00	14	13	218171	54848	TCAUC3	A	8015
LOT#009	PO	IEK	2000	103053	0	SUPERIOR BEER DISPENSER	5110963	\$0.00	\$1,950.00	14	13	197548	52818	TCAUC3	A	8036
LOT#010	FA	OGH	2006	130133	0	DIRECT DRAW DRAFT BEER BOX	3364092	\$0.00	\$2,005.00	14	13		78822	TCAUC3	A	8015
LOT#011	FA	IEK	2008	143133	0	DISHWASHER, HOBART	12080106	\$0.00	\$2,800.00	14	35		88146	TCAUC3	A	8036
LOT#012	PO	CAM	2000	100372	0	PATROL CAR VIDEO SYSTEMS, CAMERA	NEED	\$0.00	\$2,307.50	37	30	187879	60272	TCAUC3	A	8013
LOT#012	PO	CAM	2000	100384	0	PATROL CAR VIDEO SYSTEMS, TRUNK UNIT	NEED	\$0.00	\$2,307.50	37	12	187879	60275	TCAUC3	A	8013
LOT#012	PO	LEF	2002	104781	0	PATROL CAR VIDEO SYSTEMS	VGH002688	\$0.00	\$3,582.00	37	12	221336	55674	TCAUC3	A	8055
LOT#012	PO	LEF	2002	104793	0	PATROL CAR VIDEO SYSTEMS	VGH002609	\$0.00	\$3,582.00	37	12	221336	55674	TCAUC3	A	8055
LOT#012	PO	LEF	2002	104793	0	PATROL CAR VIDEO SYSTEMS	VGH002609	\$0.00	\$3,582.00	37	12	221336	55661	TCAUC3	A	8055
LOT#012	PO	LEF	2002	105008	0	PATROL CAR VIDEO SYSTEMS	VGH002746	\$0.00	\$3,582.00	15	10	221336	55691	TCAUC3	A	8055
LOT#012	PO	LEF	2002	105008	0	PATROL CAR VIDEO SYSTEMS	VGH002746	\$0.00	\$3,582.00	15	10	221336	55691	TCAUC3	A	8055
LOT#012	PO	LEF	2002	105014	0	PATROL CAR VIDEO SYSTEMS	VGH002759	\$0.00	\$3,582.00	37	25	221336	55697	TCAUC3	A	8055
LOT#012	PO	LEF	2002	105032	0	PATROL CAR VIDEO SYSTEMS	VGH002829	\$0.00	\$3,582.00	15	10	221336	55705	TCAUC3	A	8055
LOT#012	PO	LEF	2002	105032	0	PATROL CAR VIDEO SYSTEMS	VGH002829	\$0.00	\$3,582.00	15	10	221336	55705	TCAUC3	A	8055
LOT#012	PO	LEF	2002	105048	0	PATROL CAR VIDEO SYSTEMS	VGH002826	\$0.00	\$3,582.00	37	12	221336	55721	TCAUC3	A	8055
LOT#013	PO	RAD	2001	102096	0	GE S-550 CONTROL SYSTEM	5614134	\$0.00	\$100.00	37	25	213848	57280	TCAUC3	A	8013
LOT#013	PO	RAD	2001	102096	0	GE S-550 CONTROL SYSTEM	5614134	\$0.00	\$100.00	37	25	213848	57280	TCAUC3	A	8013
LOT#013	PO	RAD	2001	102097	0	GE S-550 CONTROL SYSTEM	5612117	\$0.00	\$100.00	37	25	213848	57281	TCAUC3	A	8013
LOT#013	PO	RAD	2001	102097	0	GE S-550 CONTROL SYSTEM	5612117	\$0.00	\$100.00	37	25	213848	57281	TCAUC3	A	8013
LOT#014	N/A	N/A	N/A	N/A	N/A	PALLET MISC CAR SPEAKERS & MISC	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC3	A	N/A
LOT#015	PO	EEE	2000	98238	0	GENERATOR, 2500 WATT; JOHN DEERE	JAZ2970200	\$0.00	\$820.00	15	10	182759	49505	TCAUC3	A	8012
LOT#016	N/A	N/A	N/A	N/A	N/A	3 VAN PEDESTAL SEATS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC3	A	N/A
LOT#017	N/A	N/A	N/A	N/A	N/A	4 VAN BENCH SEATS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC3	A	N/A
LOT#018	N/A	N/A	N/A	N/A	N/A	PALLET MISC ELECTRICAL BOXES & CONNECTOR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC3	A	N/A
LOT#019	PO	CAM	2000	100365	0	PATROL CAR VIDEO SYSTEMS, CAMERA	BOSB10367	\$0.00	\$2,307.50	37	12	187479	60069	TCAUC3	A	8013
LOT#019	PO	CAM	2000	100367	0	PATROL CAR VIDEO SYSTEMS, CAMERA	NEED	\$0.00	\$2,307.50	37	12	187879	60264	TCAUC3	A	8013
LOT#019	PO	CAM	2000	100368	0	PATROL CAR VIDEO SYSTEMS, CAMERA	BOSB10366	\$0.00	\$2,307.50	15	10	187479	60058	TCAUC3	A	8013
LOT#019	PO	CAM	2000	100370	0	PATROL CAR VIDEO SYSTEMS, CAMERA	NEED	\$0.00	\$2,307.50	37	12	187879	60257	TCAUC3	A	8013
LOT#019	PO	CAM	2000	100383	0	PATROL CAR VIDEO SYSTEMS, CAMERA	NEED	\$0.00	\$2,307.50	37	12	187479	60076	TCAUC3	A	8013
LOT#019	PO	CAM	2000	100430	0	PATROL CAR VIDEO SYSTEMS, CAMERA	NEED	\$0.00	\$2,307.50	37	12	187879	60263	TCAUC3	A	8013
LOT#019	PO	CAM	2000	100435	0	PATROL CAR VIDEO SYSTEMS, TRUNK UNIT	NEED	\$0.00	\$2,307.50	37	12	187479	60100	TCAUC3	A	8013
LOT#019	PO	CAM	2000	100436	0	PATROL CAR VIDEO SYSTEMS, CAMERA	NEED	\$0.00	\$2,307.50	37	12	187479	60081	TCAUC3	A	8013
LOT#020	N/A	N/A	N/A	N/A	N/A	AUDIOBAHN SPEAKERS & Q POWER 700 WMAX	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TCAUC3	A	N/A



TRAVIS COUNTY PURCHASING OFFICE

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

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

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Approved by: _____

Cyd V. Grimes 9/4/08

Voting Session: Tuesday, September 9, 2008

REQUESTED ACTION: REJECT SOLE BID RECEIVED FOR IFB B080241-DR, RESIDENTIAL ROOF REPAIR/REPLACEMENT SERVICES. (HHS)

Points of Contact:

Purchasing: Donald Rollack, 854-9700

Department: David Notario, 479-8355; Roberto Ortiz, 479-8355; Sherri Fleming, Executive Director, Health and Human Services and Veteran Services

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

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

This contract provides residential roof repair/replacement services to qualified Travis County residents.

On June 30, 2008, IFB B080241-DR was issued through RFP Depot. One bid was received on July 21, 2008, from Valdez Remodeling and Weatherization Inc. for \$120,758.00. Housing Services recommends that the bid be rejected because the cost is over budget. The current contract with Valdez Remodeling and Weatherization Inc. still has one option year available and will be extended.

➤ **Contract Expenditures:** Within the last 13 months \$54,999.08 has been spent against this requirement.

Not applicable

➤ **Contract Modification Information:**

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 478

Responses Received: 1

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 HTE
- *Funding Account(s) 001-5857-611-6277
- Comments:

➤ **Statutory Verification of Funding:**

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

* At least one of these must be included

APPROVED ()

DISAPPROVED ()

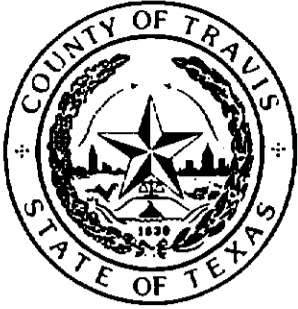
BY COMMISSIONERS COURT ON:

DATE

COUNTY JUDGE

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

CVG:DR:dr



Travis County Health and Human Services and Veterans Services
P.O. Box 1748, Austin, Texas 78767
(512) 854-4100 Fax 854-4115

M E M O R A N D U M

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

THROUGH: Sherri E. Fleming, Executive Manager
Health & Human Services & Veteran Services

FROM: Roberto Ortiz, Interim Housing Services Manager

DATE: August 19, 2008

SUBJECT: IFB B080241-DR, Residential Roof Repair

Housing Services has reviewed the (IFB) Invitation for Bid B080241-DR Residential Roof Repair cited above and rejected the IFB as it is above our budgetary cost. We request that you exercise the option clause in Contract 06T00167DR and extend the performance period for another year.

The requested information is listed below:

The fund account number -- 001-5857-611-6277
Commodity Code -- 952
Sub-commodity Code -- 039

The employees who will be involved with the procurement are Roberto Ortiz, Interim Housing Manager; Ramon Martinez, Purchasing Assistant; David Notario and Darwin Mann, Supervisors.

Please feel free to contact me at 854-7250 should you require any additional information.

CC: Michelle Small, Housing Services
Donald Rollack, Purchasing Office
Kathleen Haas, HHS & VS Finance

B080241-DR-4-03 CATEGORY D – MOBILE HOME ROOFS (DOMESTIC MATERIALS ONLY): D2. Charge per square for Replacement or New Installment of Mobile Home Roof

Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
valdez remodeling weatherization inc	First Offer - \$225.00	50 / square foot	\$11,250.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes:		

B080241-DR-4-04 CATEGORY D – MOBILE HOME ROOFS (DOMESTIC MATERIALS ONLY): D3. Labor rate per hour to repair roof structure

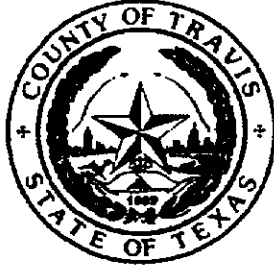
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
valdez remodeling weatherization inc	First Offer - \$60.00	50 / hour	\$3,000.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes:		

Vendor Totals

valdez remodeling weatherization inc	\$120,758.00 (16/16 items)
Bid Contact josie valdez jvaldez18@austin.rr.com Ph 512-926-5700 Fax 512-929-7807	Address 3700 B munson st austin, TX 78721
Agency Notes:	Vendor Notes:

* * All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.

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TRAVIS COUNTY PURCHASING OFFICE

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

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

Approved by: _____

Cyd V. Grimes 9/3/08

Voting Session: Tuesday, September 9, 2008

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR ROAD RECYCLING, IFB NO. B080261-RG, TO THE LOW BIDDER, AARON CONCRETE CONTRACTORS. (TNR)

Points of Contact:

- Purchasing: Rosalinda Garcia
Department: TNR, Joe Gieselman, Executive Manager
County Attorney (when applicable): John Hille
County Planning and Budget Office: Leroy Nellis
County Auditor's Office: Susan Spataro And Jose Palacios
Other: Christina Jensen

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 will provide road recycling services for TNR.

A total of twenty-three (23) vendors were solicited; three bids were received. The TNR department recommends award to the low bidder, Aaron Concrete Contractors.

Contract Expenditures: Within the last 11 months \$0 has been spent against this requirement.

Not applicable

Contract-Related Information:

- Award Amount: Estimated requirements, as needed basis
Contract Type: Annual Contract
Contract Period: September 24, 2008 through September 23, 2009

Solicitation-Related Information:

- Solicitations Sent: 23 Responses Received: 3
HUB Information: % HUB Subcontractor:

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- Purchase Requisition in H.T.E.:
- Funding Account(s) 099-4941-621-6099
- Comments: Requisitions are processed at time of requirement

➤ **Statutory Verification of Funding:**

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

APPROVED ()

DISAPPROVED ()

BY COMMISSIONERS COURT ON:

DATE

COUNTY JUDGE

GM200I13

TRAVIS COUNTY

8/27/08

Fiscal Year 2008

Account Balance Inquiry

13:49:40

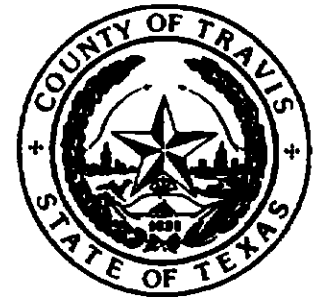
Account number : 99-4941-621.60-99
Fund : 099 ROAD & BRIDGE FUND
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 41 ROAD & BRIDGE MAINTENANCE
Activity basic : 62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity : 1 TNR (TRANS & NATRL RESRC)
Element : 60 OTHER PURCHASED SERVICES
Object : 99 OTHER PURCHASED SERVICES

Original budget : 367,320
Revised budget : 453,961 07/17/2008
Actual expenditures - current . . : 3,992.00
Actual expenditures - ytd . . . : 58,845.51
Unposted expenditures : .00
Encumbered amount : 15,549.24
Unposted encumbrances : .00
Pre-encumbrance amount : 100,000.00
Total expenditures & encumbrances: 178,386.75 39.3%
Unencumbered balance : 275,574.25 60.7

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

RECEIVED
TRAVIS COUNTY

2008 AUG 25 PM 3: 53



TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

**PURCHASING
OFFICE**

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

August 22, 2008

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
FROM: Joseph P. Gieselman, Executive Manager
SUBJECT: Award of Solicitation B080261-RG – **Road Recycling**

TNR has reviewed the above referenced bids and recommends award to the low responsive bidder, Aaron Concrete Contractors.

The commodity/sub-commodity code for this contract is 962/036 and the budget line item is 099-4941-621-6099.

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

CJ:JPG:cj
Contract File

Bid #B080261-RG - ROAD RECYCLING

Creation Date **Jul 8, 2008**

End Date **Aug 13, 2008 2:00:00 PM CDT**

Start Date **Jul 17, 2008 9:38:09 AM CDT**

Awarded Date **Not Yet Awarded**

B080261-RG-1-01 Road Recycling					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Aaron Concrete Contractors, LP	<input checked="" type="checkbox"/> First Offer - \$0.45	100000 / square yard	\$45,000.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes:		
Performance Equipment Service	<input checked="" type="checkbox"/> First Offer - \$0.96	100000 / square yard	\$96,000.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes:		

B080261-RG-1-02 Planing/Texturing, 0"-2"					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Aaron Concrete Contractors, LP	<input checked="" type="checkbox"/> First Offer - \$1.00	30000 / square yard	\$30,000.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes:		
TexOp Construction LP	First Offer - \$1.72	30000 / square yard	\$51,600.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes: Our Price Includes Milling, Loading, Trucking, Sweeping and Detailing. Price Excludes Sawcuts, Engineering, Base Repair, Traffic Control, Water, AGC Dues, Message Boards and Barricades. City or County must provide a meter to get Water.		

B080261-RG-1-03 Planing/Texturing, 2"-4"					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Aaron Concrete Contractors, LP	<input checked="" type="checkbox"/> First Offer - \$1.10	20000 / square yard	\$22,000.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes:		
TexOp Construction LP	First Offer - \$2.32	20000 / square yard	\$46,400.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes: Our Price Includes Milling, Loading, Trucking, Sweeping and Detailing. Price Excludes Sawcuts, Engineering, Base Repair, Traffic Control, Water, AGC Dues, Message Boards and Barricades. City or County must provide a meter to get Water.		

B080261-RG-1-04 Planing/Texturing, 4"-6"					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Aaron Concrete Contractors, LP	<input checked="" type="checkbox"/> First Offer - \$1.40	10000 / square yard	\$14,000.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes:		
TexOp Construction LP	First Offer - \$3.97	10000 / square yard	\$39,700.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes:		

Our Price Includes Milling, Loading, Trucking, Sweeping and Detailing. Price Excludes Sawcuts, Engineering, Base Repair, Traffic Control, Water, AGC Dues, Message Boards and Barricades. City or County must provide a meter to get Water.

Vendor Totals

Aaron Concrete Contractors, LP		\$111,000.00 (4/4 items)
Bid Contact Dale Detten dale@aaronconcrete.com Ph 512-926-7326 x307	Address P.O. Box 27107 Austin, TX 78755-2107	
Agency Notes:	Vendor Notes:	
TexOp Construction LP		\$137,700.00 (3/4 items)
Bid Contact James Davis jdavis@texop.com Ph 940-648-1455	Address PO Box 427 Roanoke, TX 76262	
Agency Notes:	Vendor Notes:	
Performance Equipment Service		\$96,000.00 (1/4 items)
Bid Contact Kelly Durham Ph 210-452-7682 Fax 210-254-9299	Address 11939 Coletto Creek San Antonio, TX 78253	
Agency Notes:	Vendor Notes:	

**



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 9/2/08 ylb

Approved by: _____

Voting Session: Tuesday, September 9, 2008

REQUESTED ACTION: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING INTERLOCAL AGREEMENT NO. IL020037RE, TEXAS DEPARTMENT OF AGING AND DISABILITY SERVICES:

- A. MODIFICATION NO. 9 TO INCREASE FY 2008 REVENUE FUNDS
- B. MODIFICATION NO. 10 TO RENEW THE AGREEMENT FOR AN ADDITIONAL TWELVE MONTH PERIOD. (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:**

08 SEP -4 AM 9:11
COUNTY PURCHASING OFFICE
RECEIVED

- **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 Texas Department of Aging and Disability Services (DADS) pays interpreters from Travis County Services for the Deaf and Hard of Hearing (TCDSDDH) to provide case management services to low-income deaf adults with multiple disabilities, enabling them to live independently in the community. No other local agency in the community provides similar services.
- Modification 10 renews the agreement for an additional twelve month period from September 1, 2008 through August 31, 2009 with estimated revenue of \$23,040.
- Modification 9 adds an additional \$2,280 to the FY 2008 contract for a new total revenue amount of \$21,000.
- Modification 8 renewed the agreement for an additional twelve month period from September 1, 2007 through August 31, 2008.
- Modification 7 renewed the agreement from September 1, 2006 through August 31, 2007
- Modification 6 added state required language to the contract.

- Modification 5 renewed the interlocal for an additional 12-month period, from September 01, 2005 through August 31, 2006. Also, the agency name had changed from The Department of Human Services (DHS) to The Department of Aging and Disability Services (DADS).
- Modification 4 renewed the interlocal for an additional 12-month period from September 1, 2004 through August 31, 2005.
- Modification 3 renewed the interlocal for an additional 12-month period from September 01, 2003 through August 31, 2004 and changed the rate structure. Services are being provided on a “per unit of services” basis rather than a set amount of reimbursement per month.
- Modification 2 renewed the interlocal for an additional 12-month period, from September 01, 2002 through August 31, 2003.
- Modification 1 corrected the scrivener’s error by changing the ending date of the interlocal to August 31, 2004 in lieu of August 31, 2001.
- Since Texas Department of Aging and Disability drafts this agreement, it is asked that Travis County sign the agreement first.
- **Contract Expenditures:**
 - Not applicable- Revenue Generating
- **Contract-Related Information:**
 - Award Amount: Revenue generating \$40,320
 - Contract Type: Professional Services
 - Contract Period: September 1, 2006 through August 31, 2007
- **Contract Modification Information:**
 - Modification Amount: \$23,040.00
 - Modification Type: Bilateral
 - Modification Period: September 1, 2008 through August 31, 2009
- **Solicitation-Related Information:**

Solicitations Sent: <u>N/A</u>	Responses Received: <u>N/A</u>
HUB Information: <u>N/A</u>	% HUB Subcontractor: <u>N/A</u>
- **Special Contract Considerations:**
 - Award has been protested; interested parties have been notified.
 - Award is not to the lowest bidder; interested parties have been notified.
 - Comments:

➤ **Funding Information:**

Purchase Requisition in H.T.E.: NA

Funding Account(s):

Comments: N/A Revenue Generating


➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified Not Verified by Auditor. N/A



**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 26, 2008
TO: Members of the Commissioners Court
FROM: 
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service
SUBJECT: Revenue contract with the Texas Department of Aging and
Disability Services

Proposed Motions:

- 1) Consider and take appropriate action to approve an amendment increasing the amount of the FY'08 contract.
- 2) Consider and take appropriate action to approve renewing the contract for FY'09.

Summary and Staff Recommendations:

The Texas Department of Aging and Disability Services (DADS) pays interpreters from Travis County Services for the Deaf and Hard of Hearing (TCSDHH) to provide case management services to low-income deaf adults with multiple disabilities, enabling them to live independently in the community. No other local agency in the community provides similar services.

DADS has increased the amount of the FY'08 contract by \$2,280 due to an increase in the number of clients needing service.

TCHHSVS staff recommends approving the FY'08 amendment and FY'09 renewal.

Budgetary and Fiscal Impact:

The original amount of the FY'08 contract was \$18,720. The amendment increases the amount to \$21,000.

The FY'09 contract is for \$23,040. Current county staff provides the services under this contract. The revenue will be placed in account 001-5861-611-3010. This contract runs from 9/1/08 – 8/31/09. The contract number is IL020037RE.

Issues and Opportunities:

The DADS contract provides a source of revenue for Travis County.

Background:

This contract has been renewed each year for more than twenty 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



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

17

Approved by: _____

Cyd V. Grimes 9/2/08
MS

Voting Session: Tuesday, September 9, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 1 TO CONTRACT NO. PS070371JW, ESPEY CONSULTANTS, INC., CONSULTING SERVICES FOR HAMILTON POOL POLLUTION (COUNTY ATTORNEY)

Points of Contact:

- Purchasing:** Jason G. Wiker
- Department:** (COUNTY ATTORNEY), John Hille
- County Attorney (when applicable):** John Hille
- County Planning and Budget Office:** Leroy Nellis
- County Auditor's Office:** Susan Spataro, Jose Palacios
- Other:**

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

This modification renews the agreement for an additional one (1) year period, effective October 1, 2008 through September 30, 2009.

This contract provides evaluation of water quality concerns in Hamilton Pool and the surrounding watershed, as a result of construction activities upstream of the pool that resulted in the accumulation of sediment, including fine sediment along the receiving stream and along the bottom and within the water column of the pool. The not-to-exceed amount of this contract is \$11,000.00

➤ **Contract Expenditures:** Within the last 12 months \$11,000.00 has been spent against this contract.

Not applicable

➤ **Contract-Related Information:**

- Award Amount: \$11,000.00 (Not-to-Exceed)
- Contract Type: (Professional Services Agreement)
- Contract Period: 8/28/07 - 9/30/08

➤ **Contract Modification Information:**

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

Modification Type: N/A

Modification Period: 8/28/07 - 9/30/08

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Not Applicable

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

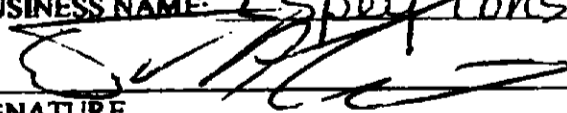

Purchase Requisition in H.T.E.:

Funding Account(s):

Comments: No funds involved with this modification. Time extension only.

➤ **Statutory Verification of Funding:**

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

MODIFICATION OF CONTRACT NUMBER: PS070371JW		PAGE 1 OF 1 PAGES
ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Jason G. Walker TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: August 18, 2008
ISSUED TO: Espey Consultants, Inc. 3809 South 2 nd St., Suite B-300 Austin, TX 78704	MODIFICATION NO.: <p style="text-align: center;">1</p>	EXECUTED DATE OF ORIGINAL CONTRACT: August 28, 2007
ORIGINAL CONTRACT TERM DATES: 8-28-07 - 9-30-08		CURRENT CONTRACT TERM DATES: 8-28-07 - 9-30-08
FOR TRAVIS COUNTY INTERNAL USE ONLY: Original Contract Amount: \$11,000.00 Current Modified Amount \$11,000.00.		
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.		
1. Pursuant to Section 1.0 AGREEMENT PERIOD, this agreement is renewed for an additional one (1) year period, effective October 1, 2008 through September 30, 2009.		
Note to Vendor: T 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>Espey Consultants, Inc.</u>		<input type="checkbox"/> DBA <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER
BY:  SIGNATURE		DATE: 8-26-08
BY: <u>David Harkins, Ph.D., P.E.</u> PRINT NAME		
TITLE: <u>Vice President</u> ITS DULY AUTHORIZED AGENT		
TRAVIS COUNTY, TEXAS BY:  CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT		DATE: 9/2/08
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE		DATE:



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

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Approved by: _____

Cyd V. Grimes 9/2/08

Voting Session: Tuesday, September 9, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 2, AN ASSIGNMENT OF CONTRACT NO. MA030284LC FROM COMPLETE COMMUNICATION SERVICE, INC. d/b/a CO COM CABLING SYSTEMS TO TITUS SYSTEMS, LP d/b/a CO COM CABLING SYSTEMS. (ITS)

Points of Contact:

Purchasing: Scott Wilson, 854-9451

Department: ITS: Walter LaGrone, 854-4890; David Harlow, Director; Alicia Perez, Executive Manager,

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

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

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

This contract, which is associated with the Greater Austin Area Telecommunications Network (GAATN), provides high-speed connections between county buildings. The GAATN network was set up in 1991 by Interlocal Agreement to construct a high technology communications network to interconnect the various facilities of its constituent partners, including different County buildings.

This modification will change the contractor name from Complete Communication Services, Inc., d/b/a Co Com Cabling Systems to Titus Systems LP, d/b/a Co Com Cabling Systems. In effect, Titus Systems will assume all rights and responsibilities of Complete Communication Services in regards to Contract No. MA030284LC, for cabling installation services associated with the GAATN network.

Modification No. 1, approved by Commissioner's Court on June 6, 2006, approved a Sole Source Exemption from the Competitive Procurement Process pursuant to section 262.024(a) (7)(A) of the County Purchasing Act.

Contract Expenditures: Within the last 12 months \$11,993 has been spent against this contract.

MODIFICATION OF CONTRACT NUMBER: MA030284LC, GAATN Network, ITS

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST. RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Scott Wilson TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: August 28, 2008
ISSUED TO: Complete Communication Service, Inc. dba Co Com Cabling Systems 16021 North IH 35 Pflugerville, TX 78660	MODIFICATION NO.: 2	EXECUTED DATE OF ORIGINAL CONTRACT: August 19, 2003
ORIGINAL CONTRACT TERM DATES: August 19, 2003 through August 18, 2004		CURRENT CONTRACT TERM DATES: <u>September 5, 2007 through September 4, 2012</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: \$ _____ Current Modified Amount _____

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

The above referenced contract is hereby modified to reflect the following changes:

- 1) Effective September 9, 2008, the Contractor's name on Contract No. MA030284LC is changed as follows:

From: Complete Communication Service, Inc.
dba Co Com Cabling Systems
16021 North IH 35
Pflugerville, TX 78660

To: Titus Systems, LP
dba Co Com Cabling Systems
1821 Central Commerce Court, Ste#100
Round Rock, TX 78664-8546

(See court order)

Signature

Printed Name

Jeff Phipps

Signature
JEFF PHIPPS

Printed Name

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>Titus Systems, LP</u>	<input type="checkbox"/> DBA
BY: <i>Jeff Phipps</i> SIGNATURE	<input type="checkbox"/> CORPORATION
BY: JEFF PHIPPS PRINT NAME	<input checked="" type="checkbox"/> OTHER
TITLE: GM ITS DULY AUTHORIZED AGENT	DATE: 8-28-08

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

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

ASSIGNMENT OF CONTRACT

The parties to this Assignment of Contract (this "Assignment") are Complete Communication Service, Inc., dba Co Com Cabling Systems a corporation duly authorized and operating under the laws of the State of Texas ("Assignor"), and Titus Systems, LP, dba Co Com Cabling Systems a corporation duly authorized and operating under the laws of the State of Texas ("Assignee").

RECITALS:

- A. Travis County and Complete Communication Service, Inc., dba Co Com Cabling Systems entered into a written Contract for the provision of GAATN Network Services (Contract No. MA030284LC) on August 19, 2003, which is hereby incorporated by reference herein for all purposes as if fully copied and set forth herein at length, (the "Contract"); and
- B. Assignor desires by this Assignment to assign all of its right, title and interest in and to the Contract to Assignee subject to the terms of the Contract and this Assignment.

TERMS:

In consideration of the mutual agreements set forth in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Assignor assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Contract effective as August 19, 2008 (the "Effective Date of Assignment").
- 2. Assignee accepts such assignment, and assumes and is bound by and shall perform all terms, conditions, covenants, obligations, and duties of Assignor under the Contract as of the Effective Date of Assignment.
- 3. Assignor and Assignee acknowledge that nothing in this Assignment waives or modifies any of the provisions of the Contract.
- 4. The provisions of this Assignment are binding on and inure to the benefit of the heirs, representatives, successors and assigns of the parties.
- 5. This Assignment shall be construed and enforced in accordance with the laws of the State of Texas. Venue for any action arising hereunder or connected herewith shall lie exclusively in Travis County, Texas.
- 6. All references in this Assignment to the Contract encompass the original Contract, No MA030284LC, and modification 2 thereto. Said modifications are hereby incorporated by reference herein for all purposes as if fully copied and set forth herein at length.

COMPLETE COMMUNICATION SERVICE, INC.
dba CO COM CABLING SYSTEMS

By: (See court order)

Printed Name: _____

Title & Date: _____

Attest: _____

Date: _____

TITUS SYSTEMS, LP
dba CO COM CABLING SYSTEMS

By: Jeff Phipps

Printed Name: JEFF PHIPPS

Title & Date: GM 8-28-08

Attest: Debra Tucker

Date: 8-28-08

By its signature below, Travis County signifies its consent to and approval of this Assignment from Complete Communication Service, Inc. to Titus Systems, LP.

TRAVIS COUNTY, TEXAS

By: _____

Samuel T. Biscoe
Travis County Judge

Date: _____



IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.

Dated: February 11, 2008

**FRANK R. MONROE
UNITED STATES BANKRUPTCY JUDGE**

**IN THE UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

IN RE:

COMPLETE COMMUNICATION
SERVICES, INC.,

DEBTOR

§
§
§
§
§
§

CASE NO. 07-11549-FRM
CHAPTER 11

**AMENDED¹ ORDER ON DEBTOR'S EXPEDITED MOTION FOR ORDER ESTABLISHING
BIDDING PROCEDURES AND OVERBID PROTECTIONS
FOR SALE OF ASSETS FREE AND CLEAR OF LIENS**

On this day, the Court considered the Expedited Motion For Order Establishing Bidding Procedures And Overbid Protections For Sale Of Assets Free And Clear Of Liens ("Motion") filed by Complete Communication Services, Inc. ("Debtor").

This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. Venue is proper pursuant to 11 U.S.C. § 1409(a). This matter is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A), (E), (G) and (O). The relief herein is authorized by 11 U.S.C. §§ 105 & 363 and FED.

¹ The original Order is amended to remove a party from the debtor signature block recitation below.

R. BANKR. P. 9006(b)(1). Notice was appropriate given the exceptional circumstances that the Debtor finds itself in at this time.

Based on the arguments of counsel, the pleadings and the circumstances of the Debtor, the Debtor proposed to the Court that the auction contemplated by the Motion be immediately conducted at the February 6, 2008 hearing. Given the highly unusual circumstances of the Debtor and its Estate, the Court agreed to allow the auction to proceed at that hearing.

By agreement of the respective parties, the Debtor's debtor-in-possession lender – Dynex Capital, Inc. – sold its secured claim against the Debtor to Titus Systems, L.P. (“Titus”), which agreed to cause to be paid to Dynex \$1.5 million (\$1,500,000.00) by wire transfer on the morning of February 7, 2008. Titus then proceeded to credit-bid the secured claim under Bankruptcy Code § 363(k) for the purchase of the Dynex collateral consisting of all of the Debtor's assets including, but not limited to cash, cash accounts, all rights to such cash, prepaids, postpetition accounts receivables and proceeds therefrom, contracts, which shall also include equipment leases, and all of the Debtor's general intangibles, including but not limited to contract rights, intellectual property, trademarks, patents, licenses, permits, books and records relating to Assets, exclusive right to the company's name, its telephone numbers, web sites, and web addresses; and tangible personal property including, but not limited to, supplies, tools and tooling, (collectively, the “Assets”) but not including all prepetition and postpetition causes of action (collectively, the “Causes of the Action”) nor the equipment, inventory, furniture, vehicles or fixtures on which First State Bank of Texas holds a lien or is otherwise owned by a non-debtor party. No other entity bid on these assets. By agreement of the parties, including the Debtor, Titus has the right to return contracts to the Debtor within thirty days of the date of this order to

the Debtor without any liability on Titus' part. If Titus returns any contracts or contract rights, such contracts shall be deemed rejected by the Debtor as of the date of this Order.

By agreement of the respective parties, including the Debtor, Dynex agreed that one of the Debtor's prepetition secured creditors – First State Bank of Central Texas – had a first lien on all of the Debtor's prepetition and postpetition causes of action. First State Bank proceeded to credit-bid its secured claim under Bankruptcy Code § 363(k) for the purchase of all of its collateral consisting of all of the Debtor's furniture, fixtures, equipment and inventory, inventory as well as all of the Debtor's prepetition and postpetition causes of action, which the Debtor acknowledges includes causes of action under Chapter 5 of the Bankruptcy Code.

The Court finds that the negotiations between the Debtor, Titus and its creditors have been arm's length negotiations and the all parties have proceeded in good faith.

THEREFORE, the Court ORDERS that the credit-bids of both Titus Electrical Contracting, Inc. and First State Bank of Central Texas are approved as the winning bids for the Debtor's assets and that such sales are free and clear of all liens claims and encumbrances pursuant to Bankruptcy Code 363; however, to the extent the Debtor's assets are encumbered by any contractual obligations pursuant to any bonding agreements with SureTec Insurance Company or any other surety, such encumbrances and obligations will accompany the assets transferred.

No property belonging to entities other than the Debtor, including property owned by the Debtor's customers, is intended to be transferred by this Order, nor are the terms of this Order meant to affect any property rights to such property that such entities may have.

This Order is effective immediately and the 10-day time period in Bankruptcy Rule 6004(h) is hereby waived.

###

Order submitted (after consultation with counsel for Dynex, Titus, the United States Trustee's Office, and SureTec) by:

BROWN MCCARROLL, L.L.P.
111 Congress Ave., Suite 1400
Austin, Texas 78701
(512) 472-5456
(512) 226-7318 (Fax)
Email: lbutler@mailbmc.com

By: /s/ Lynn Hamilton Butler
Lynn Hamilton Butler
Texas Bar No. 03527350

ATTORNEYS FOR DEBTOR



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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REVISED

Cyd V. Grimes 9/5/08

Approved by: _____

Voting Session: Tuesday, September 9, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 6 TO CONTRACT NO. 05AE0176JJ, LOCKWOOD, ANDREWS AND NEWNAM, INC., FOR EASTSIDE SERVICE CENTER PROJECT. (FM)

Points of Contact:

Purchasing: Lee Perry

Department: FM, Roger El Khoury, P.E, Director; Carolyn O'Hara, Project Manager

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, Adm. 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.
- Facilities Management requests the approval of modification number five (6) to contract No. 05AE0176JJ to provide the following services: Civil Engineering services at TNR's East Service Center for Site Development Permit Fee and for additional engineering work to comply with the City of Austin Site Development Permit requirement. This modification will change the amount of the contract from \$136,300.00 to 173,133.00, an increase of \$36,833.00.
- Modification No. 5 was approved November 27, 2007 and increased the contract from \$109,300.00 to \$136,300.00, an increase of \$27,000.00.
- Modification No. 4 was approved July 24, 2007 and increased the contract from \$101,100.00 to \$109,300.00, an increase of \$8,200.00.
- Modification No. 3 was approved March 13, 2007 and increased the contract amount from \$83,500.00 to \$101,100.00 an increase of \$17,600.00.
- Modification No. 2 was approved, May 16, 2006 and increased the contract amount from \$59,000.00 to \$83,500.00 an increase of \$24,500.00.
- Modification No. 1 was approved, February 28, 2006 and increased the contract amount from \$20,000.00 to \$59,000.00 an increase of \$39,000.000.

➤ Each modification has caused an increase in the contract which exceeds 25% of the original contract amount, thereby requiring court approval.

➤ **Contract Expenditures:** To date, \$108,981.95 has been spent against this contract.

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$20,000.00 (Not-to-Exceed)

Contract Type: Architect/Engineer

Contract Period: October 15, 2004 through Construction completion

➤ **Contract Modification Information:**

Modification Amount: \$36,833.00 (Firm Amount) (Add'l. comments)

Modification Type: Engineering

Modification Period: N/A

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Not Applicable

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments: N/A

➤ **Funding Information:**

Purchase Requisition in H.T.E.: 441124

Funding Account(s) 510-1405-801-8105

Comments: N/A

➤ **Statutory Verification of Funding:**

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

MODIFICATION OF CONTRACT NUMBER: 05AE0176JJ Eastside Service Center PAGE 1 OF 3 PAGES

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: J. Lee Perry TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: August 29, 2008
---	---	---------------------------------------

ISSUED TO: Lockwood, Andrews and Newnam, Inc. 10801 North Mopac, Bldg. 1 Ste. 120 Austin, Texas 78759	MODIFICATION NO.: 6	EXECUTED DATE OF ORIGINAL CONTRACT: April 27, 2005
---	-----------------------------------	---

ORIGINAL CONTRACT TERM DATES: April 27, 2005 – Through Completion CURRENT CONTRACT TERM DATES: April 27, 2005 – Through Completion

FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: \$59,000.00 Current Modified Amount \$173,133.00

DESCRIPTION OF CHANGES: The above referenced contract is modified to reflect the changes as set forth below:

- A. Reference EXHIBIT I, Section 1, "Basis for Compensation." The Not-to-Exceed (NTE) fee is changed from \$136,300.00 (as approved by Modification number five dated, November 27, 2007) to \$173,133.00, an increase of \$36,833.00.
- B. The attached two page Scope of Services, (Attachment I), submitted by Lockwood, Andrews & Newnam, Inc., dtd August 12, 2008, is made a part of the contract.
- C. The Basic Services and reimbursables now read as follows:
 - 1. Basic Services: \$35,150.00
 - 2. Reimbursables NTE: \$1,683.00 (ACTUAL COST ONLY ** NO MARK UP)

New NTE Contract Total: \$173,133.00

PROCEDURE
 TRAVIS COUNTY
 2008 SEP -5 PM 12:29
 PURCHASING
 OFFICE

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.

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>Lockwood Andrews and Newnam Inc.</u> BY: <u>Brian D Rice</u> SIGNATURE BY: <u>Brian D Rice</u> PRINT NAME TITLE: <u>Vice President</u> ITS DULY AUTHORIZED AGENT	<input type="checkbox"/> DBA <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER DATE: <u>9/4/08</u>
--	---

TRAVIS COUNTY, TEXAS BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: _____
--	-------------

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



August 12, 2008

Mr. Roger A. El Khoury, M.S., P.E., Director
Travis County Facilities Management Division
1010 Lavaca St., Ste. 400
Austin, TX 78767

RE: Eastside Service Center Project – Contract No. 05AE0176JJ
Scope of Services: Site Development Construction Plans – Item 3

Dear Mr. El Khoury:

This letter constitutes LAN's request for additional services authorization. This request is submitted based upon the County's need to obtain a site development permit through the City of Austin's Site Plan process for the purpose of obtaining potable water and electric service from the City. Additionally, LAN has assisted the County through the bidding process of the water service and fire line, and fire pump system.

The following is a description of the items to be completed for compliance with the City's site plan review process:

1. Prepare Site Plan Application and related forms.
2. Prepare a Project Report in accordance with Suburban Watershed requirements.
3. Add Cover Sheet information required for Site Plan Application.
4. Add Site Plan notes required by City and Water/Wastewater Utility (Utility).
5. Modify site boundary to include bearings and distances in compliance with City's site plan requirements.
6. Modify plans set to combine roadway and County site plan sets into single set of plans for compliance with City site plan requirements.
7. Modify Plans to include Critical Environmental Features (CEF) and attendant setbacks contained within project limits; and add two additional CEF's identified by City staff.
8. Assess water quality requirements of site and add sedimentation trap adjacent to spoil site (Sheet 42 of 42) to address City staff concerns and meet City's Land Development Code (LDC) requirements.
9. Determine limits of Critical Water Quality Zone (CWQZ) and Water Quality Transition Zone (WQTZ) of Elm Creek and its tributary as affecting the project site per City's LDC.
10. Determine areas falling into defined slope categories affecting site in accordance with City's LDC.
11. Determine impervious cover, net site area, areas affected by CWQZ and WQTZ, and prepare forms Q-1 and Q-2 in accordance with City's Environmental Criteria Manual (ECM).
12. Add septic drain fields to site plans.
13. Determine 2-year, 10-year, 25-year and 100-year storm frequency events for each drainage area defined on Drainage Area Map for ultimate development conditions in Elm Creek watershed (e.g. – 65 percent impervious cover per July 14 meeting w/ City staff (Kevin Selfridge, P.E.)).
14. Assess design of Culverts 3 through 7 for runoff determined in Item 10 above, and to meet City Drainage Criteria Manual (DCM) requirements.
15. Add culvert hydraulic information for Q25 and Q100 storm events to Culverts 3 through 7.
16. Assess design of Ponds A and B for runoff determined in Item 10 above, and attendant attenuation of runoff to pre-development levels to meet City DCM requirements.
17. Prepare Drainage Area Map for Ponds A and B; Sheet 30 of 42.
18. Modify design of Pond B volume and outlet structure to attenuate 100-year storm event.

Mr. Roger A. El Khoury, M.S., P.E.
Travis County Facilities Management Division
August 12, 2008

19. Modify design of water service line from Blue Bluff Road connection to accommodate CEF setback limits.
20. Modify limits of construction based upon City staff site visit to reduce silt fence, re-vegetation and possible installation of tree fencing, and attendant letter of credit or bond requirement for erosion/sedimentation control items.
21. Prepare estimate of erosion/sedimentation control and re-vegetation items in compliance with City's site plan requirements.
22. Prepare site plan submittal package for Completeness Check submittal through City's Watershed Protection and Development Review Department (WPDRD) Intake Center.
23. Prepare site plan submittal package for initial submittal through City's WPDRD Intake Center.
24. Modify plans to incorporate phasing to obtain site development permit in more expeditious fashion as suggested by City staff in July 14th meeting (e.g. – access drive from FM 969 and Culverts 1 and 2 are deferred to Phase 2; all other improvements are Phase 1).
25. Attend four (4) meetings with County FMD staff to coordinate site plan submittal.
26. Address City staff review comments, prepare comments response letter, prepare re-submittal package and make submittal to City's WPDRD Intake Center.

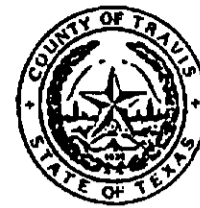
The proposed fees for additional services associated with City of Austin Site Development Permit identified in preceding items 1 through 26 are \$25,150. The anticipated cost associated with addressing City WPDRD staff review comments associated with Update "U1" is approximately \$10,000. These services will be completed on an hourly basis. The proposed total modification is a sum of \$35,150 and is not to be exceeded without prior authorization from the County.

If you have any questions regarding this request for additional services authorization please contact Steven Widacki, P.E. at 338-2738 or via email at sdwidacki@lan-inc.com.

Sincerely,



Brian D. Rice, P.E.
Vice President



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

Project No.: ESCC-01-06C-1N
File: 402

TO: Cyd V. Grimes, CPM, Purchasing Agent

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

FROM: Carolyn O'Hara, R.A., Project Manager

DATE: August 27, 2008

SUBJECT: Eastside Service Center Project - Contract # 05AE0176JJ
Contract Modification Number 6

Facilities Management recommends approval of Contract Modification Number 6 (CM #6) for civil engineering services at TNR Eastside Service Center for Site Development Permit Fee and for additional engineering work to comply with the City of Austin Site Development Permit requirement as described in the attached documents from Lockwood Andrews & Newnam, Inc. (LAN). The current contract with LAN consists of the following services:

- Feasibility Study = \$20,000
- Civil Engineering (Roadway, Grading, Drainage, Waterline and Fireline Systems) = \$66,000
- Structural Engineering (Fleet + Admin + Public Assembly + Crew + Warehouse + Sign Shop, Covered Parking A and B, Wash Bay Buildings) = \$50,300
- Total Current Engineering Services (Feasibility + Civil + Structural) = \$136,300.

This CM #6 will increase the contract by \$36,8³⁴3 from \$136,300 to \$173,1³⁴3. The amount requested in CM #6 is fair and reasonable. The fund for this CM#6 is in account number is ~~500-~~⁵¹⁰ 1405-801-8105 and encumbered under the requisition number 441124. FMD requests that Purchasing Office place this item on September 9, 2008 on the Commissioners Court's agenda.

In accordance with the procedure to secure this CM #6, this request is being forwarded along with the supporting documents for Commissioners' Court approval. If approved, please issue a fully executed contract modification to Lockwood Andrews & Newnam, Inc. If you have any questions or need additional information, please call Carolyn O'Hara, AIA at extension 44285. Your assistance in this request will be appreciated.

ATTACHMENTS:

LAN documents for site plan fee and for additional engineering services

COPY TO:

- Alicia Perez, Executive manager, Administrative Operations
- Amy Draper, Financial Manager, FMD
- Richard Villareal, Purchasing Assistant Agent, Purchasing Office

May 30, 2008



Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY

Ms. Carolyn O'Hara
Travis County
FACILITIES MANAGEMENT DEPARTMENT
1010 Lavaca Street, Suite 400
Austin, Texas 78767

**RE: Proposal to Submit Site Plan Application
Eastside Service Center
Travis County, Texas
LAN Project Number: 01FAC06-0092**

Dear Ms. O'Hara:

This proposal is in response to a request from you to submit permit application for the site plan review for the Eastside Service Center.

SCOPE OF SERVICES

Based on our discussions, our understanding of the scope of services is as follows:

Submittal of Permit Application to City of Austin.

COMPENSATION

Based on the scope of work outlined above, we propose the following fee:

<u>Description</u>	<u>Fee Amount</u>	<u>Basis</u>
B. Permit Approvals	\$1,683.00	Lump Sum
TOTAL	\$1,683.00	

This proposal shall become a contractual agreement between the parties effective on the date accepted. If this meets with your approval, please sign and return one (1) copy of this letter. Thank you for this opportunity to serve you.

We appreciate the opportunity to propose our services. Please feel free to contact me if you have any questions.

Sincerely,

LOCKWOOD, ANDREWS & NEWNAM, INC.

Brian D. Rice, PE
Vice President

BDR:lc

Attachment: Terms & Conditions



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

20

Cyd V. Grimes 9/2/08

Approved by: _____

Voting Session: Tuesday, September 09, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 1 TO CONTRACT NO. PS080068VR, SOUTHWEST KEY PROGRAMS, INC., FOR DAY TREATMENT SERVICES FOR JUVENILE OFFENDERS. (JUVENILE PROBATION)

Points of Contact:

Purchasing: Vania Ramaekers

Department: (Juvenile Probation) Estela Medina, Chief Juvenile Probation Officer; Sylvia Mendoza

County Attorney (when applicable): Jim Connolly

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other: N/A

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

Travis County Juvenile Probation Department (TCJPD) Substance Abuse Services Division (SASD) implemented the Day Treatment Program (DTP) in 2003. The DTP is committed to cost effective substance abuse services and the reduction in criminal behavior of juvenile offenders through developing an integrated and comprehensive treatment network, which addresses recidivism, compliance and responsibility to society. The DTP is an intensive substance abuse treatment program for male and female youth between the ages of 13 to 16 that have been adjudicated and placed on probation at home with co-occurring disorders, extensive drug use histories and behavioral and educational challenges. The DTP is also utilized as part of a continuum of care for youth who have successfully completed residential treatment or need to be stepped up from an intensive outpatient treatment program.

The Juvenile Probation Department evaluated the program's first year and has determined that the current scope of services need to be modified to reflect the educational section to be provided by AISD, leaving the GED educational section to be provided by the contractor. Modification number one (1) deletes "Attachment A Scope of Services", and "Attachment B Fee Schedule" in its entirety and replaces it with the revised "Attachment A Scope of Services" and "Attachment B Fee Schedule" dated August 26, 2008. The new scope of

service will reduce the monthly rate fee from \$2,834.80 to \$1,714.80 per day for up to 40 kids enrolled in the program. The daily rate per child has been reduced from \$70.87 to \$42.87. The original contract estimated cost for year two has been reduced from \$618,856.00 to \$440,703.60.

➤ **Contract Expenditures:** Within the last 12 months \$394,037.20 has been spent against this contract.

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$394,037.20 (Estimated quantity)

Contract Type: (Professional Services Agreement)

Contract Period: 01/29/08 - 8/31/08 (auto renewal)

➤ **Contract Modification Information:**

Modification Amount: \$440,703.60 (Estimated) (Add'l. comments)

Modification Type: Scope and Fee reduction

Modification Period: 9/1/08 - 9/30/09

➤ **Solicitation-Related Information:**

Solicitations Sent: NA

Responses Received: NA

HUB Information: Not Applicable

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s): 174-4565-593-6099, 174-4572-593-6099 & 001-4514-593-6099

Comments:

➤ **Statutory Verification of Funding:**

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

Treatment Services

ISSUED BY: PURCHASING OFFICE 314 W 11TH ST. RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Vania Ramaekers TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: August 26, 2008
ISSUED TO: Southwest Key Programs, Inc. 6002 Jane lane Austin, Texas 78721 Attn: Melody Chung	MODIFICATION NO.: 1	EXECUTED DATE OF ORIGINAL CONTRACT: January 29, 2008
ORIGINAL CONTRACT TERM DATES: 01/29/2008 - 9/30/08		CURRENT CONTRACT TERM DATES: 09/01/2008- 09/30/09

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: As Needed Basis Current Modified Amount As Needed Basis

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

- Existing Attachment A, Scope of Services, is hereby deleted in its entirety and replaced with attached Attachment A, Scope of Services, revised as of 8/22/08, which is made a part of the contract. Changes to be effective 9/1/08 for the new school year calendar
- Existing Attachment B, Fee Schedule is hereby deleted in its entirety and replaced with attached Attachment B, Fee Schedule revised as of 8/22/08, which is made a part of the contract. Changes to be effective 9/1/08 for the new school year calendar

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>Southwest Key Programs</u>	<input type="checkbox"/> DBA
BY: <u><i>Juan Sanchez</i></u> SIGNATURE	<input type="checkbox"/> CORPORATION
BY: <u>Dr. Juan Sanchez</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>CEO / El Presidente</u> ITS DULY AUTHORIZED AGENT	DATE: <u>8/28/08</u>

TRAVIS COUNTY, TEXAS	DATE:
BY: <u><i>Cyd V. Grimes</i></u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	<u>9/2/08</u>

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

ATTACHMENT A
SCOPE OF SERVICES / REVISED AS OF 8/22/08
As Per Contractor's Proposal

ORGANIZATION HISTORY

Southwest Key Programs, Inc. is a private, non-profit agency that has positively impacted the lives of youth and their families for over 21 years. Our organization was established in 1987 with the specific aim of providing community-based alternatives to detention and incarceration for youth involved in the juvenile justice system. Since then, we have built an outstanding reputation in the area of juvenile justice by designing and implementing innovative and effective youth treatment programs for federal, state, and local agencies throughout the United States.

Southwest Key's mission is to advocate for children worldwide and to impact children, youth, and their families by empowering them to succeed. We strongly believe that children belong at home with their families and that youth are most effectively treated in their own communities. Our expert staff takes pride in providing high-risk adolescents and their families with the emotional support, structured supervision, and guidance needed to empower them to make positive changes in their lives.

Southwest Key's programs have made a world of difference in the lives of thousands of youth and families throughout the United States since 1987. For more than two decades, Southwest Key has been committed to the development of community-based alternatives that reduce the reliance on traditional residential services for at-risk, delinquent, and/or emotionally disturbed children and their families. Southwest Key was founded out of a belief that youth do not fare well in traditional institutions and are helped much more significantly by community-based organizations that work with entire families and develop community support systems.

Since our inception in 1987, Southwest Key has expanded our program models to include wrap around programs, residential treatment facilities, transitional living programs, emergency shelters, day treatment programs, day care brokerage services, alternative schools, and prevention programs for at-risk youth, all of which are centered on the idea that children flourish when they are able to remain with their families and within their communities. Southwest Key programming effectively combines the concepts of behavior management and intensive supervision, with case management, crisis intervention, youth development, and family involvement, creating a holistic approach to youth support services. Ultimately, our unique combination of family centered and strength-based services guide youth and their families in the direction towards positive and productive lives.

Southwest Key currently operates 55 community-based treatment programs for delinquent and/or emotionally disturbed youth and their families throughout the country, serving over 6,000 children and their families each day. Southwest Key currently operates programs in major cities throughout Arizona, California, Georgia, Louisiana, New York, Texas, and Wisconsin. Each of our youth and family support programs are fine-tuned to meet the specific needs of those we serve – youth, families and the funding source.

GED Instruction

Southwest Key is proposing to provide General Educational Development (GED) services for students attending the Travis County Day Treatment Program (TCDTP). Students who are over the age of sixteen (16) and eligible will have the option of earning a GED. Under the direction of the Program Coordinator, a Southwest Key GED teacher will provide one-on-one educational instruction for GED students with the goal of supporting each student in their quest to pass the exam and obtain a GED.

GED classes will be held during the time that other Day Treatment students are participating in academic instruction. The GED teacher will provide one-on-one educational instruction to students for approximately three (3) hours per day. Like their Day Treatment peers, GED students will have an Individualized Educational Plan (IEP) that will lay the foundation for each student's educational instruction. An IEP will be completed for each student during the intake process and will assist the teacher in tracking educational performance daily. The IEP will provide information regarding a student's academic status, as well as learning needs and deficiencies.

GED instruction will focus on English/Language Arts, Mathematics, Science, and Social Studies. The curriculum and the instructional approach will address individual student academic deficiencies. Teachers may remediate or accelerate GED instruction to ensure student success in core academic subjects. Individualized GED instruction will support students in gaining competencies in core and enrichment curricular areas (Reading, Language Arts, Mathematics, Social Studies, Science) and work toward earning a GED. Emphasis will be placed on developing a strong foundation in reading and mathematics.

GED students will participate in one-to-one instruction, small group sessions, and individualized learning situations, depending upon their optimal learning environment. Instruction will also be supported with supplementary materials including online instruction, practice tests, and study guides. While the youth work through their coursework, they will spend time reviewing and studying basic skills, practicing with actual questions that can be expected on the test, and learning helpful test-taking skills and tips to help achieve a passing score. The flexibility of the curriculum and support materials enables the teacher to provide the students individual attention and to implement a variety of instructional methods and approaches to meet the individual student's needs. This enables the teacher to be creative and innovative in implementing different instructional methodologies and techniques to enhance the student's ability to learn and master the GED exam.

GED Practice Preparation

The GED exam attempts to determine whether an individual has attained standard high school level academic skills. This exam is designed for people who have not obtained their high school diploma. Individuals who pass the exam are awarded a Certificate of General Educational Development.

Once the teacher has determined that a student has mastered each core subject, the youth will be administered a GED practice test created by Steck Vaughn Publishing. The practice exam is half the length and half the time of the real GED exam and is designed to prepare the student and help him/her become more comfortable with the test format. Once a student has achieved 80% mastery in the practice exams, the Program Coordinator will work with the student to register them for the actual GED exam.

GED Exam

The GED exam is a seven (7) hour exam which is broken down into five (5) separate smaller tests. The smaller tests are based on various subject areas including Math, Social Studies, Science, Language Arts Reading, and Language Arts Writing. A student must pass each of the five (5) tests to pass the entire exam. Most school districts do not require that all five exams be taken on the same day.

The majority of the exam consists of answering questions using a multiple-choice format. Each correct answer is worth one (1) point. For each individual test, these points are totaled and then converted to a standard score which ranges from 200 to 800. Candidates need a standard score of at least 410 in each of the GED tests in order to pass the GED exam and an overall average score of 450 for the five-test GED

battery. Part II of the language arts exam is the writing section. Students are required here to write an essay that must contain at least five paragraphs supporting a thesis statement assigned by the test itself.

Once the student has completed the GED exam, the Program Coordinator will work one-on-one with the student to assist him/her to transition from the program to a local university, community or vocational college, and/or job placement.

SUPPLEMENTAL SERVICES

Parenting Program

Parental involvement in their child's activities and progress at the TCDTP is critical to each youth's success. Southwest Key views parents and guardians as partners in educating the youth academically and behaviorally. There are instances where the parents/guardians do not have the training or the experience to effectively parent, or provide support and age appropriate discipline. Therefore, Southwest Key is including a parent involvement component that will assist parents through support and education as they relate to their child. Informational speakers and workshops will be presented in an effort to provide resources for parents.

Parenting support groups for parents of the clients will be geared to our specific age groups to most efficiently and effectively address age appropriate issues, rewards, and consequences. An incentive program will be in place to encourage parents to attend. Southwest Key will utilize parenting philosophies and lessons in addition to other resources in order to meet the needs of the clients and their families. The parenting groups will also provide the forum for parents to share strategies that they have found to be successful. It is an opportunity for parents to experience success and share it with others.

Vocational Readiness Support

Youth who are of working age will be provided with vocational readiness training, including preparing a resume, job interviewing skills, and searching for employment opportunities. If a youth who is of age to work is not employed when he/she enters the program, Southwest Key will provide the youth with the skills needed to conduct his or her own job search. The Program Coordinator will discuss the youth's career interests in terms of realistic job opportunities and offer guidance to further increase the youth's chances for a successful employment experience. The Program Coordinator will assist in coordinating on the job training, placement, and partnerships with potential employers.

Coordination of Enrichment Programs

The Program Coordinator will be responsible for coordinating enrichment programs for TCDTP students. This will include providing opportunities for guest speakers to present current information to our students including career speakers and topical speakers who may address key issues that teens traditionally face (addiction, teen violence, peer pressure, etc.). The Program Coordinator will also make efforts to bring cultural activities to the program including writing, art, and music workshops as well as Spoken Word (spoken poetry) activities.

As feasible, the Program Coordinator will look for community service and service learning opportunities for students who are in good standing at the TCDTP. Through community service a young person can learn new skills, develop greater personal awareness, practice social skills, and experience new means of success. Community service enables young people to develop a greater understanding of their responsibility and obligation to the community in which they live. The Program Coordinator, in partnership with TCDTP

staff, will develop a variety of community service opportunities that allow for short-term volunteer activities such as highway clean up, community beautification, or meal preparation with Meals on Wheels.

The Program Coordinator will also attempt to secure external funding to provide service learning activities for TCDTP students. Service learning activities support students by allowing them to practice their daily class instruction in real world applications. Activities incorporate both cognitive skills building and core academic curriculum and provide students with a multitude of skills-building and educational programming designed to engage them in positive experiences. Through service learning opportunities a young person can learn new skills, develop greater personal awareness, practice social skills, and experience new means of success. The teacher works with students to identify and carry out a specific project of their choosing such as working with the Humane Society, visiting with the elderly, feeding the homeless, etc. Youth gather data, learn about the particular issue and participate in some kind of activity over a period of a number of weeks. Once the project is completed the group of youth will report on their project to a group of students and staff. The Program Coordinator will work in partnership with TCDTP teachers to identify community service and service learning projects that would be most suitable for their current population of students.

Transition of Non-AISD Students to Home Schools

The Southwest Key Program Coordinator will be responsible for assisting non-AISD students in their transition back to their home schools. The Program Coordinator will work with the youth and family to in the development of an individualized plan to facilitate each student's transition from TCDTP back to his/her home school. In preparation for transition of the student back to the home campus, a transition meeting will be scheduled at the most two (2) weeks prior to the student's scheduled return with the student, family, home school staff, and TCDTP staff to discuss the student's transition back into the school. The meeting will include an exchange of information and recommendations for continued improvement and/or additional services. A written report and information packet that includes daily attendance will be provided to the home school no more than one (1) week following the transition meeting.

Food Services

Southwest Key will continue to provide food services that are adequate for students under existing state guidelines. Youth will be provided both breakfast and lunch. Youth requiring special diets for health or religious reasons will be accommodated. Whenever possible, food services will be provided under the National School Lunch Program.

Coordination of Quarterly Stakeholder Meetings

The Program Coordinator will be responsible for overseeing and organizing a quarterly stakeholder meeting for all AISD and non-AISD school districts that send students to the TCDTP. Stakeholder meetings will be held quarterly and serve as a cooperative that includes school district representatives and liaisons as well as program partners that have an investment in this program. The Program Coordinator will initiate communications with school district personnel to solicit interest and participation in stakeholder meetings. Meeting topics will include a review of program policies and procedures as well as updates regarding student populations and activities. Stakeholder meetings will also provide a place in which stakeholders can express concerns, ideas, and opportunities through which our students can benefit. While participation in stakeholder meetings is not mandatory, the Program Coordinator will make a concerted effort to engage the interests of local school districts and partners in this initiative. This may include the Program Coordinator making personal visits to particular school districts to address their issues, concerns, needs, and recommendations.

PERFORMANCE MEASURES AND REPORTING

Southwest Key is committed to the importance of maintaining an agency wide system of data collection and analysis in order to capture our staff efforts in programs and the resulting outcomes of the services we provide. We have instituted a web-based data tool called *Effort to Outcomes (ETO) with Social Solutions* and have contracted with a research and data expert. We are currently conducting studies on our programs in order to inform us on the effectiveness of our approaches and the positive impact they have on the youth and families we serve. As a result of these efforts we have developed a consistent approach to data collection agency wide. In addition, we will use the information gathered to inform further program development and enhancements.

Data collection of outcome measures is an essential component of effective programs. Ongoing evaluation is critical to ensure policies and procedures are observed and programs are implemented as designed. Ongoing assessment and evaluation provides necessary information to assist in proactive, rather than reactive, policies and management decisions. Potential problems can be identified early so that programming procedures may be refined.

STAFFING PLAN

Southwest Key will employ fully qualified administrative and instructional staff necessary to provide appropriate GED and supplemental services to students in attendance at the TCDTP. Roles and responsibilities for Southwest Key TCDTP staff include the following:

Program Coordinator (1):

The Program Coordinator will be responsible for monitoring, planning, organizing and coordinating all GED and supplemental support services. The Program Coordinator will work in partnership with TCJPD staff and Probation Officers to facilitate each youth's participation in the program. The Program Coordinator will oversee the implementation of GED curriculum and programming as well as the development of a parenting program. The Program Coordinator will also oversee transition services for non-AISD students, vocational readiness activities (includes, but not limited to, job search, employment skills, and follow-up with employers), and student enrichment programming for all TCDTP youth. The Program Coordinator will be responsible for developing cooperative contacts and communication with local school districts and will act as the initial point of contact for all programs and daily operations concerns. The program coordinator will serve as a back-up for teachers in the classroom, as the need arises. During the summer, this person will facilitate GED curriculum for the program.

GED Teacher / Teacher Assistant (1):

The GED Teacher/T.A. will be responsible for developing and facilitating GED curricula for the program during the school year. The GED Teacher/T.A. will be responsible for providing both small group and one-on-one instruction in core GED instruction areas including English/ Language Arts, Mathematics, Social Studies, and Science. The individual will also be responsible for providing supplemental test preparation including providing practice exams, monitoring student mastery of core subject areas, and connecting students with supplemental GED resources and materials. In addition to GED implementation, this teacher will coordinate and support the development of individualized, tutorial instructional plans.

Teaching Assistant (1):

The Teaching Assistant will support classroom instruction. This individual will assist classroom teachers in monitoring and supervising students, curriculum preparation and development, and completing and submitting required educational documentation to designated personnel. The Teaching Assistant will also assist with clerical support and serve as administrative back up, as needed.

While Southwest Key staff will oversee provision of GED instruction and supplemental services to TCDTP students, TCJPD will maintain the responsibility of providing all traditional educational services as well as clinical and substance abuse treatment services to the youth. Southwest Key staff will work cooperatively with TCJPD staff to facilitate each youth's participation in the program and to ensure that the conditions of probation are honored. Southwest Key staff will compliment youth supervision by closely monitoring each youth while at the TCDTP.

Service Schedule for Year Two (Sept. 1, 2008 through August 31, 2009)

Month	School, Food, Treatment, Facility
Sept 1 - Sept 30	19
Oct 1 - Oct 31	24
Nov 1 - Nov 30	21
Dec 1 - Dec 31	20
Jan 1 - Jan 31	23
Feb 1-Feb28	21
March 1 - March 31	21
April 1 - April 30	22
May 1 - May 31	21
June 1 - June 30	22
July 1 - July 31	22
August 1 - August 31	21
Total Number of Days for Year two of the contract	257

SUMMARY

Southwest Key has devoted the past 21 years to building an outstanding reputation in the area of juvenile justice by designing and implementing cost-effective youth treatment and educational programs in Texas and throughout the United States. Southwest Key has enjoyed a collaborative partnership with Travis County in several juvenile justice initiatives throughout the past decade. Our current collaborations include the Travis County Juvenile Justice Alternative Education Program (JJAEP), Outreach and Tracking Program, and Community Connections Program. Through these collaborations, Southwest Key and Travis County have effectively served thousands of Travis County's at-risk youth and families. We look forward to working in partnership with Travis County to provide GED and supplemental support services to students attending the Travis County Day Treatment Program.

Vaia
8-1-08
MB



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
PROBATION SERVICES
RESIDENTIAL SERVICES
SUBSTANCE ABUSE SERVICES
DOMESTIC RELATIONS OFFICE
JUVENILE JUSTICE
ALTERNATIVE EDUCATION PROGRAM

MEMORANDUM

TO: Cyd Grimes, CPM, Purchasing Agent
Purchasing Agent

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

DATE: July 25, 2008

RE: Modification to contract with Southwest Key for Day Treatment Program

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

The Travis County Juvenile Probation Department is currently contracting with Southwest Key Program, Inc. for Day Treatment Services.

The department would like to modify the contract to change the types of services to be offered by the provider. Attached is a Scope of Services. In addition, the provider has proposed a daily rate of ~~\$46.96~~ for these services.

\$42.87

If you have questions or need additional information, please do not hesitate to contact me.

cc: Britt Canary
Emmitt Hayes
Sylvia Mendoza
Michael Williams

EPM: gc

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

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

Approved by: _____

Cyd V Grimes 9/4/08

Voting Session: Tuesday, September 9, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 2 TO CONTRACT NO. CM060287LC, COGENT SYSTEMS, FOR COGENT HARDWARE, SOFTWARE AND SUPPORT. (TCSO)

Points of Contact:

Purchasing: Lori Clyde, 854-4205

Department: TCSO: Robin Osborn, 854-4809; Linda Hollis, 854-5219; Maria Wedhorn, 854-4474; Sheriff Greg Hamilton

County Attorney (when applicable): Tamara Armstrong

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

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

In 2006, Travis County entered into a contract with Cogent Systems for a Cogent ID Workstation to interface with Austin Police Departments Automated Palm and Fingerprint Identification System (APFIS) to capture, process, store, search and verify palm prints and fingerprints. At this time the Sheriff's department recommends adding the Cogent LiveID solution to the contract. LiveID solution will provide real time identification and authentication of individuals prior to booking. The benefit of this system includes a positive identification of persons prior to the booking process. This allows for better data quality and entry into the integrated justice system database. It also allows for rapid responses to inquires concerning potential misuse of identity issues regarding warrants of arrest. The cost for this modification is \$10,000. The annual maintenance will increase \$1,500.00. (The initial year the maintenance may be prorated.)

Modification No. 1 dated October 5, 2006 changed the contract number.

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

➤ **Contract Modification Information:**

Modification Amount: \$10,000

Modification Type:

Modification Period: Beginning September 9, 2008

➤ **Funding Information:**

Purchase Requisition in H.T.E.: 435581

Funding Account(s) 614-3728-562-8002

Comments:

➤ **Statutory Verification of Funding:**

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



GREG HAMILTON
TRAVIS COUNTY SHERIFF

P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcsheiff.org

DARREN LONG
Major - Corrections

SCOTT BURROUGHS
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

JAMES N. SYLVESTER
Chief Deputy

Date: September 2, 2008

MEMORANDUM

To: Lori Clyde, Purchasing

From: Linda Hollis, TCSO Accountant Assoc.

Subj: LiveID Client scanner With Software & Hardware Warranty

The Travis County Sheriff's Office request a modification to Contract CM060287LC , vendor #67676- Cogent systems, to include the LiveID scanners.

The Cogent LiveID software with the CSD301 scanner devices can interface with a backend Cogent AFIS with no additional capabilities required. The Cogent AFIS can support search requests and provide search results without additional hardware and software.

The requisition information is as follows:

Req# 435581 Vendor: Cogent Systems Inc. Amount: \$10,000

The approved Justice Assistance Grant (JAG)I funding line item is 614-3728-562-8002

If you have any additional questions, please contact me at 854-5219.



Safety, Integrity, Tradition of Service

PURCHASE REQUISITION NBR: 0000435581

STATUS: READY FOR BUYER PROCESS
REASON: GRANT M06614/CBF/CPT HILL/JIM DAVIS/854-4508

DATE: 3/17/08

SUGGESTED VENDOR: 67676 COGENT SYSTEMS

DELIVER BY DATE: 3/31/08

REQUISITION BY: LINDA HOLLIS

SHIP TO LOCATION: CORRECTION COMPLEX

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	SOFTWARE/LIVEID CLIENT/WITH CSD301 SCANNER 1 YEAR SOFTWARE AND HARDWARE WARRANTY INCLUDED COMMODITY: COMPUTER SOFTWARE/MICRO SUBCOMMOD: DATABASE	2.00	EA	5000.0000	10000.00	

REQUISITION TOTAL: 10000.00

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	61437285628002	M06614	100.00	10000.00
		JUSTICE ASSISTANCE 2005		10000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

GM200I13

TRAVIS COUNTY

9/03/08

Fiscal Year 2008

Account Balance Inquiry

18:08:16

Account number : 614-3728-562.80-02
Fund : 614 JUSTICE ASSISTANCE GRANT
Department : 37 SHERIFF
Division : 28 GRANTS ADMINISTRATION
Activity basic : 56 PUBLIC SAFETY (LAW ENF)
Sub activity : 2 SHERIFF'S SUPPORT
Element : 80 CAPITAL EQUIPMENT
Object : 02 SOFTWARE

Original budget : 0
Revised budget : 0 07/09/2008
Actual expenditures - current : .00
Actual expenditures - ytd : 10,000.09-
Unposted expenditures : .00
Encumbered amount : .00
Unposted encumbrances : .00
Pre-encumbrance amount : 10,000.00
Total expenditures & encumbrances: : .09- 0.0%
Unencumbered balance : .09 0.0

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

MODIFICATION OF CONTRACT NUMBER: CM060287LC Purch/Maint Cogent Software and Support
PAGE 1 OF 10 PAGES

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Lori Clyde TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: August 5, 2008
ISSUED TO: Cogent Systems Attn: Chris Kopcsak 209 Fair Oaks Avenue South Pasadena, CA 91030	MODIFICATION NO.: 2	EXECUTED DATE OF ORIGINAL CONTRACT: September 28, 2006
ORIGINAL CONTRACT TERM DATES: <u>Sept. 28, 2006-Sept. 27, 2007</u>		CURRENT CONTRACT TERM DATES: <u>Sept. 28, 2007-Sept. 27, 2008</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$16,000.00 Current Modified Amount \$26,000.00.

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

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

SUPPLEMENTAL AGREEMENT AMENDMENT NUMBER 2 SOFTWARE LICENSE AGREEMENT BETWEEN COGENT SYSTEMS, INC. AND TRAVIS COUNTY, TEXAS

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: _____

BY: _____
SIGNATURE

BY: James Xie
PRINT NAME

TITLE: VP
ITS DULY AUTHORIZED AGENT

- DBA
- CORPORATION
- OTHER

DATE: _____

TRAVIS COUNTY, TEXAS

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

DATE: _____

9/4/08

TRAVIS COUNTY, TEXAS

BY: _____
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE: _____

**SUPPLEMENTAL AGREEMENT AMENDMENT NUMBER 2
SOFTWARE LICENSE AGREEMENT BETWEEN COGENT
SYSTEMS, INC. AND TRAVIS COUNTY, TEXAS**

This Supplemental Agreement, Amendment Number 2 ("Amendment"), to the Software License Agreement between Cogent Systems, Inc. and Travis County, Texas ("Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("Licensee" or "County") and Cogent Systems, Inc., located at 639 North Rosemead Boulevard, Building 1, Pasadena, California 91107 ("Licensor," "Cogent" or "Contractor").

Whereas, on September 28, 2006, the County and Cogent entered into a software license agreement covering an identification workstation software module for the Travis County Sheriff's Office ("TCSO"), including related documentation and related support and maintenance services; and

Whereas, the County and Cogent desire to amend this Agreement so that it also encompasses Cogent's LiveID solutions Systems; and

Whereas, Cogent desires to license to County and County desires to license from Cogent, Cogent's LiveID solutions Systems described in Exhibit A attached hereto; and

Whereas, the Agreement provides that any amendments or modifications thereto must be by written instrument, signed by both County and Contractor and dated subsequent to the date of the Agreement.

Now, therefore, in consideration of the mutual promises contained herein and other good and valuable consideration as stated herein, County and Cogent hereby amend the Agreement as follows:

1. Amendments.

1.1 The Agreement is hereby amended so that its terms, conditions and provisions, where feasible and when not in clear conflict with this Amendment, shall encompass and apply to the Cogent LiveID solutions Systems, including Cogent LiveID Software and CSD301 scanners, described in Exhibit A, attached hereto and hereby incorporated by reference herein for all purposes as if fully copied and set forth herein verbatim.

1.2 Cogent hereby licenses to County and County hereby licenses from Cogent the Cogent LiveID solutions Software described in this Agreement and Exhibit A attached hereto ("Software"). The licensing and related provisions set forth in Section 1 of the Agreement shall encompass and apply to the LiveID solutions Software.

1.3 The Cogent LiveID solutions systems ("Systems") provide real time identification and authentication of individuals as described in Exhibit A attached hereto. The Parties agree that the Software may be configured, at no additional charge to TCSO to operate on handheld

devices, notebook computers, stand-alone workstations, and enterprise systems, and to meet TCSO's requirements for application services, response times, and database sizing. The general functionality of the Systems (both hardware and software), including additional features, is further described in Subsection 1.4 hereof and Exhibit A attached hereto.

1.4 The Systems shall work directly with the Austin Police Department's Automated Palm and Fingerprint Information System ("AFIS") maintained by Cogent. The Systems will connect directly to the existing database at the Austin Police Department ("APD") AFIS workstation, to enable TCSO to scan fingerprints from arrested persons and send the fingerprints to the Cogent database at APD to search for matching fingerprints on file. When matches are found, the AFIS at APD will return a message to TCSO containing the biographical data associated with the fingerprints.

1.5 The LiveID CSD301 scanners shall interface directly with the APD AFIS, so that no additional interface capabilities shall be required for the LiveID solutions Systems to function properly as described in Subsections 1.3 and 1.4 hereof.

1.6 Cogent shall provide support and maintenance services for the Cogent LiveID Solutions Systems (hardware and software), in accordance with Section 5 of the Agreement and Exhibit C attached thereto, except that such support and maintenance services for the Cogent LiveID Solutions Systems shall be provided twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, and except that the support and maintenance fee for the Systems shall be Fifteen Hundred Dollars (\$1500) or a prorated portion thereof as provided in this Subsection 1.6. Cogent shall provide such support and maintenance services at no additional charge for the initial one-year maintenance period, as part of Cogent's one-year warranty covering the hardware and Software. For the second year following the initial one-year maintenance period, the support and maintenance fee shall be Fifteen Hundred Dollars (\$1500); provided, however, the second year maintenance period for the Systems may be prorated so that subsequent maintenance periods coincide with the maintenance periods for the Software licensed under the Agreement; and, in such event, the Fifteen Hundred Dollar (\$1500) support and maintenance fee for the Systems shall be prorated accordingly.

2. Fees and Charges.

2.1 This Amendment covers the County's purchase of two (2) Cogent LiveID CSD301 scanners and the license of the Cogent LiveID Software for such scanners. The County agrees to purchase two scanners, including Software, for Five Thousand Dollars (\$5,000) each, for a total cost not to exceed Ten Thousand Dollars (\$10,000).

2.2 The Ten Thousand Dollar (\$10,000) total cost encompasses the purchase of the hardware and license of the Software comprising the Cogent LiveID solutions Systems, as well as one year of support and maintenance services for the hardware and Software. Except for the initial one-year maintenance period and the prorated maintenance period, fees and charges for support and maintenance services covering the Systems are annual fees and charges. All fees and charges are subject to the Three Percent (3%) maximum annual increase prescribed in Subsections 5.9 and 10.1 of the Agreement.

2.3 Payment of fees and charges under this Amendment is subject to the invoicing and payment provisions set forth in Section 10 of the Agreement and the Purchase Order method described in Section 11 thereof.

3. Terms and Conditions of Agreement.

Except as otherwise specifically amended by this supplemental agreement, all the terms, conditions and provisions of the Agreement, as heretofore amended, remain unchanged and in full force and effect. The terms, conditions and provisions of the Agreement, as heretofore amended, are hereby incorporated by reference into this supplemental agreement for all purposes as if fully copied and set forth herein verbatim.

4. Effect.

This Amendment shall take effect immediately upon approval by Commissioners Court.

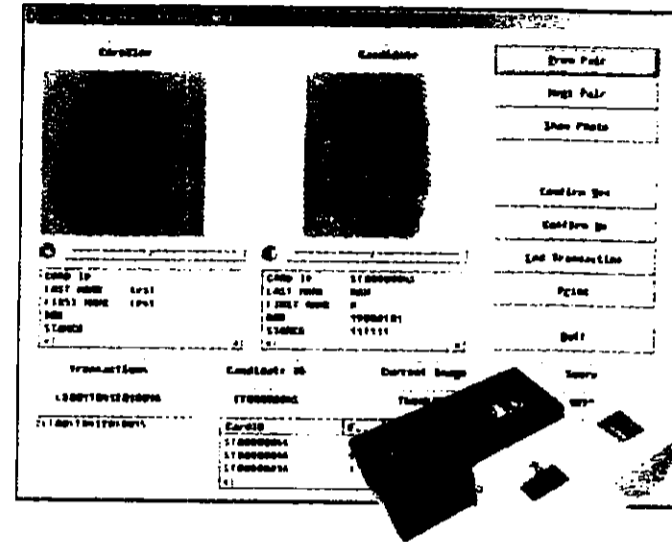
RECEIVED
TRAVIS COUNTY
2008 SEP -2 AM 9: 58
PURCHASING
OFFICE

COGENT SYSTEMS

LiveID for Fast Identification Stations

LiveID is a fast identification stations which enables Law Enforcement Agency to perform a single finger search to the Law Enforcement Agency prior to a criminal booking process to establish the true identity of a potential repeat offender. This process will prevent a repeat offender to be booked under another alias name.

LiveID is an easy-to-use, automated, client/server fingerprint identification system for law enforcement officers and other personnel. With LiveID, user can compare live fingerprints to a database of stored prints to quickly identify an individual. The software is customizable, so that access permissions and other preferences can be configured to meet the future needs of Law Enforcement Agency facility.

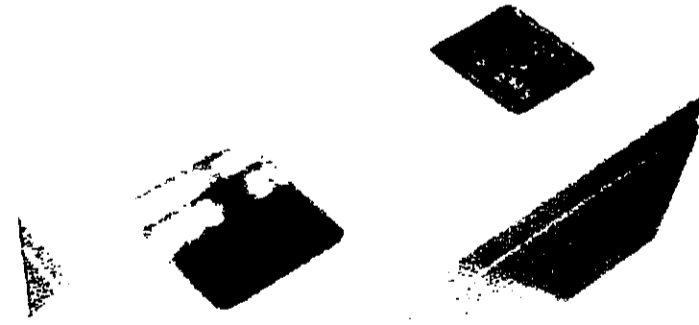


Users can simply have a subject place his/her finger onto a fingerprint scanning device for fast and easy identification. The software provides you with an assortment of tools for viewing, verifying, identifying, and saving records, allowing a one-to-one comparison of existing fingerprint records to verify identity. LiveID is not stand-alone software; it works together with the proposed Cogent database, available on either a desktop PC at your facility, or in a remote location such as a patrol car laptop computer.

Required LiveID Hardware

Single Finger Capturing Device: Cogent CSD 301 Optical Sensor

The CSD 301 Cogent Single Digit Fingerprint Scanner is housed in a ruggedized, compact full aluminum casing. It captures single digit flat or rolled impressions in a fast, reliable, easy-to-learn and inkless way. Its features include live image display providing real-time feedback while capturing fingerprints, a standard USB PC interface, no moving parts, and solid reliability in daily use.



Cogent's CSD301 Single-Digit Fingerprint Scanner and its associated software allow image enhancement calibration for dry and wet fingers providing amongst the best images in the industry. The large optical quality glass platen is hardened and guarantees durability (scratch resistant) and image quality consistency over a long period of time.

COGENT SYSTEMS

Technical Specification of CSD 301

Resolution	500 DPI
Platen Size:	29mm x 29mm
Grayscale	256
Geometric Distortion	<1%
Operating Temperature Range	0 – 45°C (32°F – 113°F)
Operating Humidity Range	20-80%
Power Supply	5V USB power with 500 mA maximum – 2.5 VA power consumption. No internal or external power adaptor required – scanner is operated via the USB interface. The PC USB port or a powered USB hub provides the supply current to the scanner device.
Output	USB 2.0
USB cable	Mounted to the scanner device – 6 feet cable, with standard USB plug
Weight	550 g (1.2 lbs)
Overall dimensions:	W x H x D = 60 mm x 53 mm x 138 mm (2.4" x 2.1" x 4.7")
Computer Minimum Requirement	CPU: Intel Pentium II Operating System: Window 2000/XP Interface: USB 2.0 Memory: 64 MB

Cogent LiveID Software will be required in order to capture subject demographic and 2 fingerprints. The user can submit a LiveID search for rapid identification of an individual of subjects. This rapid response capability will be beneficial are as follows:

- Confirmation of an identification of a subject with known demographic credentials; such as State identification number and Department of Correction number
- Rapid identification search of persons of interest without known demographic credentials; such as, traffic stop of uncooperative subject.

With LiveID, Law Enforcement Agency can perform a one to one verification or one to many search of the identity of a subject on Law Enforcement Agency without going through the entire booking process. Many law enforcement agencies, has been adopting this approach to speed up subject identification and improve operational effectiveness.

LiveID system can be configured to run on notebook computers, stand-alone workstations, and enterprise systems serving users at thousands of sites. LiveID is available in desktop software version and in web based solution; allowing users to submit search transactions and receive results with a standard web browser.

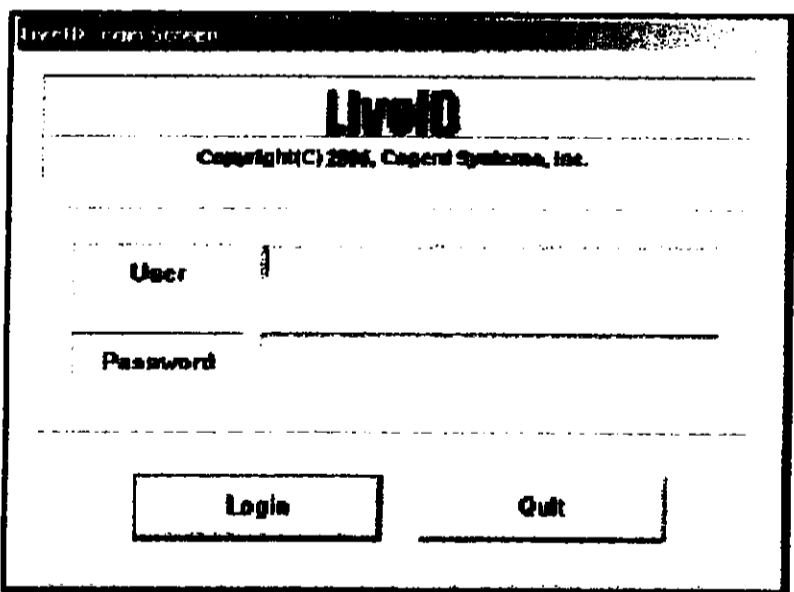
COGENT SYSTEMS

The U.S. Immigration and Naturalization Service uses LiveID application software at over 500 border crossing points to determine if individuals apprehended illegally entering the U.S. have ever done so before, or have been deported for criminal activity.

In Venezuela, a web based version of LiveID is implemented for the nationwide, fingerprint-based voter authentication system to prevent any voter from casting more than one vote. To assure each person only votes once, every voter is enrolled in the system and their fingerprints are checked against all other enrolled voters. The central site was sized to perform 1.2 million 1:n search transactions per hour. On the day of the referendum, approximately one million persons per hour had fingerprints captured, searched, and enrolled over a period of ten hours. Response time was less than 20 seconds. The system has since been expanded and has been used for other elections.

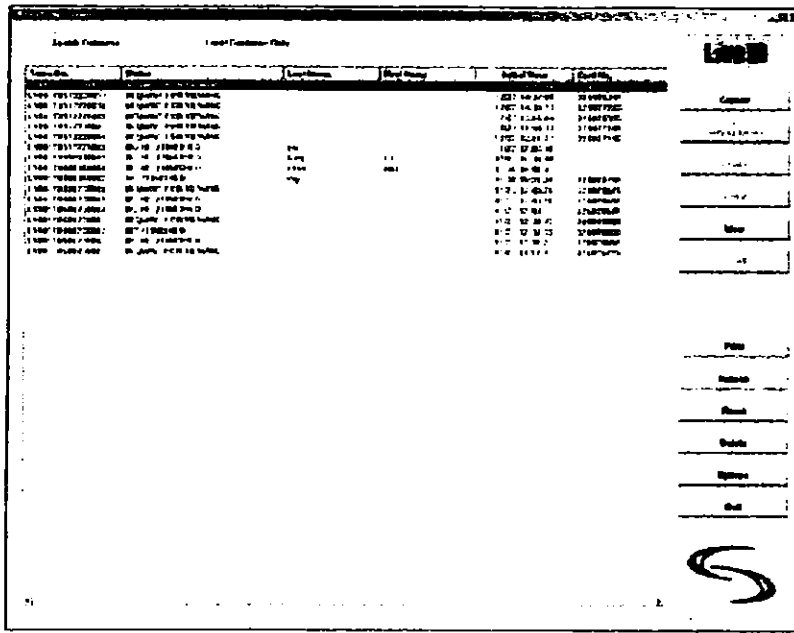
LiveID provides the following capabilities:

- User access control
- Capture subject's demographic, picture and fingerprint data
- Submit query to retrieve and to view record
- Submit perform one to one verification or one to many search on a local database
- Review search results and do side by side comparison
- View transaction information

User Access Control	
	Users will need to enter their valid user name and password in order to access to LiveID. Based on their rights and privileges, users will be able to use certain functions of LiveID

COGENT SYSTEMS

LiveID Main Window

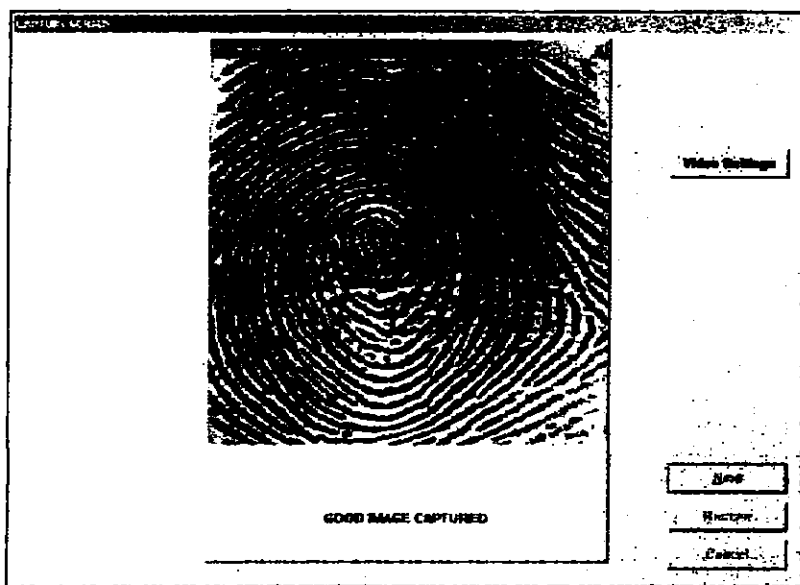


Users can view all transactions and view the status. The Main window displays high level information regarding each transaction.

The following are job status messages which may be displayed in the Status column:

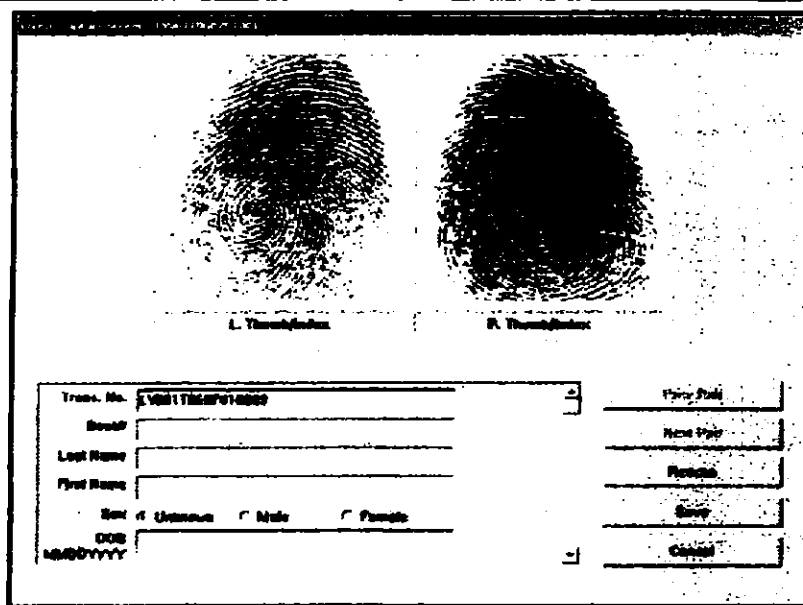
- NO HIT/FINISHED - No match was found in the Cogent AFIS (CAFIS) 10-Print database.
- HIT/WAIT FOR VIEWING - A possible match was found in the CAFIS 10-Print database. The system is waiting for hit verification by a 10-Print technician.
- HIT/FINISHED - A match was found in the CAFIS 10-Print database.

Capture Window



LiveID is configured to capture two fingerprints. A message will be displayed to confirm that each fingerprint is properly captured and processed.

Demographic Window



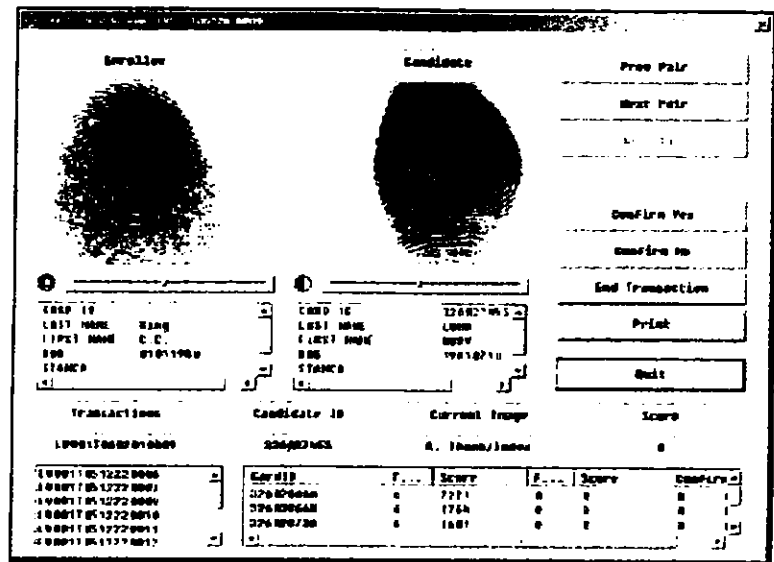
In this window, users can enter the following information:

- the subject's last name into the Last Name field.
- the subject's first name into the First Name field.
- the subject's Sex from the radio button options.
- the subject's date of birth in the DOB MMDDYYYY field.

COGENT SYSTEMS

When the system is finished saving the fingerprint images, the system will launch a search for the subject's fingerprints against the CAFIS 10-Print database.

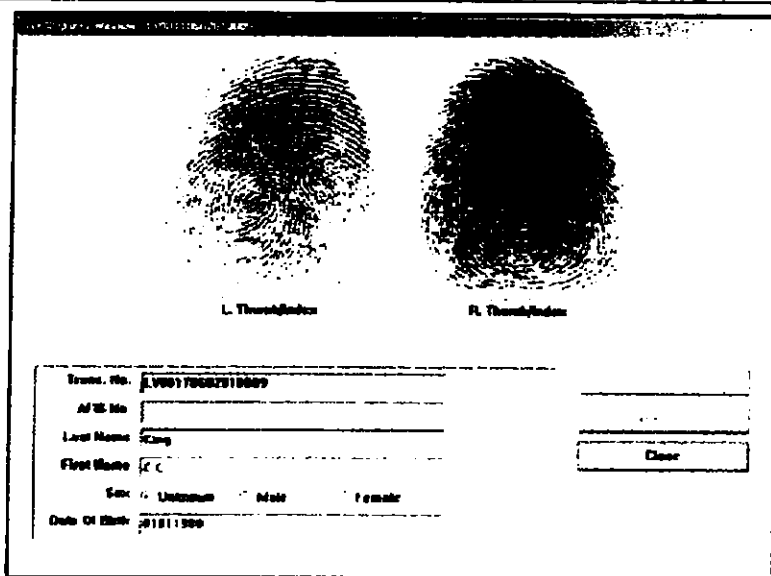
Verification Window



In this window, users can:

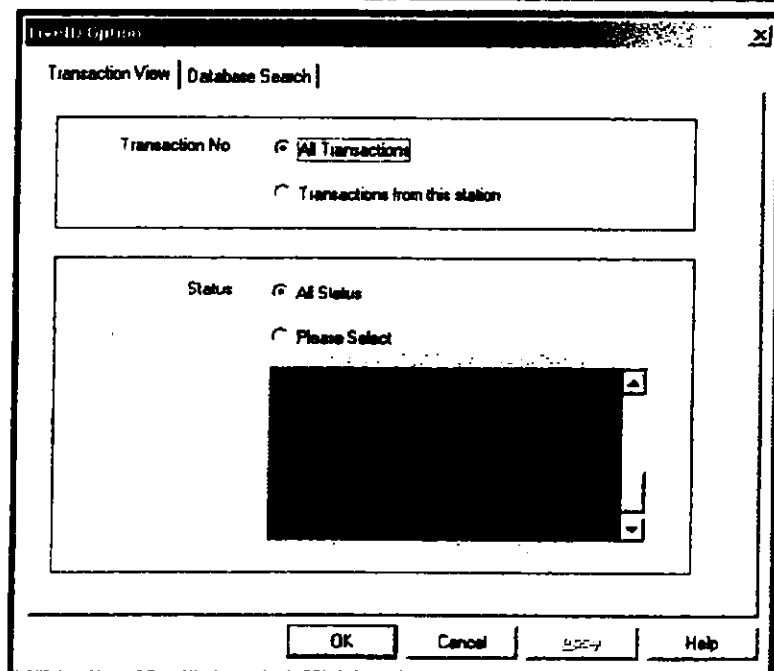
- compare - Compare other fingerprint pairs that were searched and possibly matched by clicking the Next Pair or Prev Pair button.
- print Identification Records - Click on the Print button to print a record of the candidate's fingerprints.

Query Window



Users can view the fingerprint images and demographic information for any transaction in the LiveID Main window by simply double-clicking on the transaction in the queue.

Transaction View Setting Window

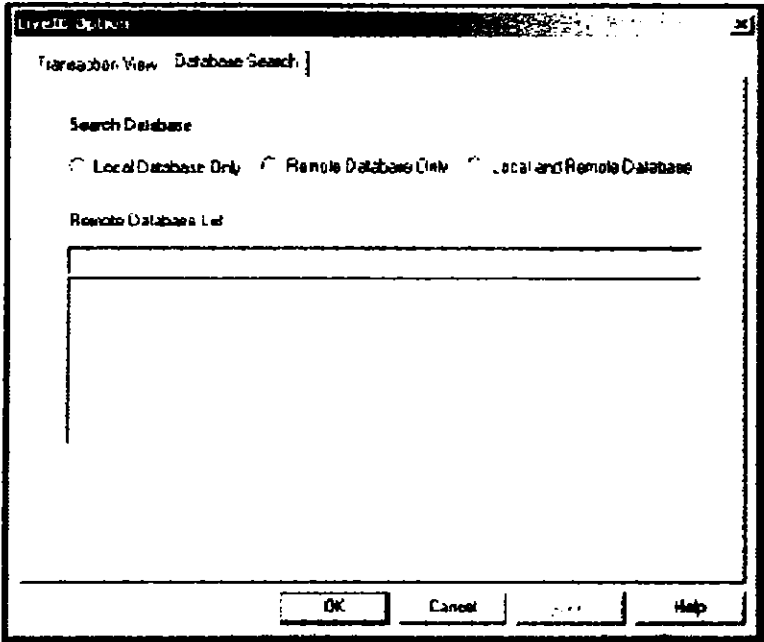


Depending on the access permissions and the configuration of LiveID software, users or System Administrators can set options to determine:

- if LiveID will display all transactions or only transactions sent from the respective workstation
- if LiveID will display all transaction status messages or only specifically selected ones
- if LiveID will search only the local (default) database, or one in a remote location such as the SAFIS

COGENT SYSTEMS

Database Search Window

	<p>From the Database Search window, users can change the database against which LiveID performs searches.</p>
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RECEIVED
COUNTY JUDGE'S OFFICE
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23

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TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Voting Session: September 9, 2008

Work Session: _____

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

B. Requested Text:
Discuss and take appropriate action on proposed motion to approve License Agreement with Pirate Race Productions to hold bike races at East Metropolitan Park, Richard Moya Park, and Southeast Metropolitan Park

C. Approved by: _____
Robert Davis, Precinct 1 Commissioner

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

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

John Hille, County Attorney	854-9415
Tenley Aldridge, County Attorney	854-9415
Charles Bergh, Division Director, Parks	854-9408
Robert Armistead, Parks Division Manager	854-9831
Kurt Nielsen, District Manager, Parks	854-7218
J.D. Taylor, Park Supervisor	276-9770
Tanya Thornhill, Park Supervisor	247-7937
Robert Davis	278-9966

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Policy & Procedure

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.



TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

205 W. 9th Street, Suite 220
PO Box 1748
Austin, Texas 78767
(512) 854-9437
FAX (512) 854-6474

August 28, 2008

MEMORANDUM

TO: Members of the Commissioners' Court
FROM: Joseph P. Gieselman, Executive Manager, TNR
SUBJECT: Cyclocross Bike Races at East District Parks

A handwritten signature in black ink, appearing to be "JPG", is written over the "FROM:" line of the memorandum.

Proposed Motion:

Discuss and take appropriate action regarding proposed motion to approve License Agreement for Pirate Race Productions to hold bike races at East Metropolitan Park, Richard Moya Park, and Southeast Metropolitan Park.

Summary and Recommendation:

Mr. Stackhouse has requested use of our parks to conduct Cyclocross bike races on three (3) consecutive Saturdays, October 18th, October 25th, and November 8th 2008, at East Metropolitan Park, Richard Moya Park, and Southeast Metropolitan Park.

Cyclocross is the fastest growing bicycling discipline in Texas. Competitors ride heavy-duty road bikes on short courses that consist of grass, dirt and pavement. A unique feature of cyclocross is requiring competitors to hop off their bike and carry it over obstacles, deep sand, or steep inclines. Race courses are usually one to two miles in length, and racers do laps for 20 to 70 minutes.

In our parks the race courses will use grass and gravel surfaces with a small section on the paved trails. The course design maximizes the park areas without affecting amenities that will remain available to other park users during the event. (See attached course maps) The number of race participants will be capped at 150 for each race to minimize the impact on the parks.

Background:

This type of bike race has been held at Webberville Park and Richard Moya Park in the past. However, this is the first time we will enter into a License Agreement. By formalizing this arrangement we open the opportunity to host this exciting form of bicycling event in our county parks on a regular basis. If successful, we anticipate that these bike races could become annual events in our parks during this time of year when normal park visitation is slower. This licensing agreement will help to assure responsible oversight of these events in our parks.

Required Authorization:

Travis County Commissioners' Court

Attachments:

License Agreement
Race Course Maps
Liability Insurance

JPG:kn

4504 Cyclocross Bike Races

cc: John Hille, County Attorney
Charles Bergh, Division Director, Parks
Robert Armistead, Division Manager, Parks
Kurt Nielsen, District Park Manager
Dan Chapman, Chief Park Ranger
J.D. Taylor, Park Supervisor, Richard Moya Park
Tanya Thornhill, Park Supervisor, Southeast Metro Park
Robert Davis, Park Supervisor, East Metro Park

LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS§

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and Pirate Race Productions, a Texas organization ("Licensee").

WITNESSETH

THAT WHEREAS, Licensee desires to use certain property located in those Travis County parks known as East Metropolitan Park, Richard Moya Park, and Southeast Metropolitan Park (collectively, the "County Parks") for the purpose of holding Licensee's annual bicycle races (the "Events"), and County desires to allow Licensee use of the County Parks for such purpose; and

WHEREAS, Licensee fully understands the fragile nature of the habitat of the County Parks and intends to fully cooperate and take whatever steps are necessary to minimize all impacts upon the various habitats during Licensee's use of the County Parks and to restore the County Parks to their original condition after Licensee has completed the Events.

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

I. GRANT OF LICENSE

1.1 County hereby grants a license to Licensee and its employees, agents, sponsors, contractors and suppliers, and to Event participants, to enter and use approved areas within the County Parks in connection with the Events (the "License"). Approved areas include those roadways, trails, and park areas, together with their associated rights-of-way, shown on **Exhibit A**, attached hereto and made a part hereof for all purposes. The County Parks will remain open to the public during the Events. The License includes the following rights and privileges: (a) during the License Term, as defined in paragraph 2.1, below, the right to hold a series of bicycle races, each of which will last approximately 8 hours, at a location to be approved in advance by the Travis County Parks Division of the Transportation and Natural Resources Department ("the Parks

Division"); (b) the right to pass out fliers to Event attendees and participants (and to other interested County Park visitors) describing the Events and emphasizing the need to comply with County Park rules and regulations; and (c) the right to place a sufficient (as determined by the Parks Division) number of port-a-potties (portable restrooms) into the County Park so as to satisfy the restroom needs of anticipated Events participants, sponsors and attendees/spectators.

1.2 All publicity, promotion and distribution rights arising out of or in connection with the Events, including all exhibition, advertising and exploitation products or services created or produced in connection therewith, shall be the sole property of Licensee or its independent contractors, without exception and in perpetuity, and may be exploited in all media and markets and in all forms, whether known, unknown, or hereafter created. The License includes the right to bring onto the County Parks and to utilize thereon personnel, personal property, materials and equipment during the term of the License.

1.3 Licensee agrees to make no structural changes to the County Parks. However, the License allows for superficial preparation to be made to the County Parks to facilitate Licensee's Events needs, including the right to place temporary signage throughout the licensed areas of the County Parks; provided, however, the location and appearance of such signage shall be subject to the pre-approval of the Parks Division, as defined below. Licensee agrees to leave the County Parks in the same and as good a condition as when it was received, normal wear and tear excepted as determined by existing County parks policy.

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

1.5 Licensee agrees to use only designated parking areas, as determined by the Travis County Parks Division of the Transportation and Natural Resources Department ("the Parks Division") representative, to transport and park all vehicles and equipment brought into or onto the County Parks by Licensee and its employees, agents, independent contractors and suppliers. At no time will Licensee be permitted to bring onto or into the County Parks a number of vehicles that exceeds the capacity of the County Parks parking lot, as determined by the Parks Division staff in its sole discretion.

1.6 During the License Term, as such term is defined below, Licensee agrees to take all reasonable measures to minimize noise and any other type of

interference with or disruption of normal County Park business, including the use and enjoyment of the County Parks by regular County Park visitors.

II. TERM OF LICENSE

2.1 The License is granted for three days, commencing at approximately 8:00 a.m. and concluding at approximately 4:00 p.m. on three consecutive Saturdays, as follows: October 18, 2008, October 25, 2008 and November 8, 2008 (the "License Term"). Licensee acknowledges and agrees that such dates and times are subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary by County.

III. PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall provide, at its own expense, all utilities such as electricity, water, garbage removal and wastewater during Licensee's use of the County Parks. In addition, all vehicles brought into the County Parks for purposes authorized under this Agreement, and all persons entering the County Parks for the purpose of participating in, sponsoring, conducting or viewing the licensed activities, will be charged, and Licensee will pay, prior to County Park entry, all normal and customary fees charged to the public.

3.2 During the License Terms, Licensee shall provide, at its own additional expense, security through employment of Travis County Park Rangers as reasonably necessary (to be solely determined by the Parks Division) to ensure the safety and integrity of the persons and property brought onto the County Parks for the purposes authorized under this Agreement.

3.3 With respect to any additional expenses incurred by County above the expenses set forth herein, County shall invoice Licensee for the actual costs so incurred, and Licensee shall remit payment to County for the invoice amounts within thirty (30) days of receipt of invoice(s).

IV. PERMITS

4.1 Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin, the Lower Colorado River Authority, or other governmental entities.

V. CONTROL OF TRAVIS COUNTY

5.1 Licensee and its agents shall at all times obey the direction and commands of the Executive Manager of the Travis County Transportation and Natural Resources Department, or his designees (including the Director of the Parks Division and any and all Travis County Park Rangers), while in the County Parks.

5.2 Licensee agrees to attend a pre-site meeting with TNR representatives prior to commencement of the Events. Licensee shall be responsible for contacting Kurt Nielsen, or other authorized Parks Division representative, in order to arrange a time and location for such pre-site meeting that is mutually agreeable to the parties.

5.3 Licensee and its agents shall at all times follow the Travis County Parks Rules, which TNR staff shall provide to Licensee prior to commencement of the activities licensed hereunder.

5.4 Licensee and its agents acknowledge and agree that disorderly conduct or assault, as defined by the Texas Penal Code, will not be tolerated. Such actions include, but are not limited to, abusive, indecent, profane or vulgar language that might cause a breach of the peace, or threatening or causing physical contact with someone else who might consider the contact offensive.

5.5 Any disregard of the directions, restrictions, rules or regulations referenced in this section shall be grounds for immediate revocation of the License by the Executive Manager of the Travis County Transportation and Natural Resources Department, the Director of the Parks Division, or their designated representatives, and such action is expressly authorized herein by the Travis County Commissioners Court.

VI. USE AND REPAIRS

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

VII. INDEMNIFICATION

7.1 LICENSEE AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY LICENSEE, OR FOR DAMAGE TO ANY PROPERTY,

ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE COUNTY PARKS.

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

VIII. SAFETY

8.1 County reserves the right to prohibit persons from entering the County Parks at any time safety may be a concern.

IX. AMENDMENTS

9.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY TO CHANGE OR AMEND THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT OR TO WAIVE ANY BREACH OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

X. NON-ASSIGNMENT OF RIGHTS

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

XI. NOTICES

11.1 Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery, in writing, or registered or certified mail, return receipt requested. Notices shall be sufficient if made or addressed as follows:

If to Licensee: Andrew Stackhouse
Founder

Pirate race Productions
913 East 53rd Street
Austin, Texas 78751
(512) 350-6314
pirateraceproductions@gmail.com

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

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

XII. VENUE AND CHOICE OF LAW

12.1 THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, AND THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

XIII. MEDIATION

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

XIV. ENTIRETY OF AGREEMENT

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below.

TRAVIS COUNTY:

By: _____

Samuel T. Biscoe
Travis County Judge

Date: _____

LICENSEE:

By: _____

Andrew Stackhouse
Title: Founder
Pirate Race Productions, LLC

Date: 2008

EXHIBIT A

Licensed Areas in East Metropolitan Park, Richard Moya Park and Southeast Metropolitan Park

Lonestar Cyclocross Series #3 Manor

Course Guide (Red Line):

- A: Start—sprint along pavement
- B: Turn at limestone block
- C: Merge onto path
- D: U-turn in volleyball court
- E: High speed descent
- F: 90 degree turn at waters edge
- G: Run-up to summit
- H: Sweeping downhill turns
- I: Follow path between pond and tennis courts
- J: Turn at playground
- K: Uphill to basketball court (finish line)
- L: Turn and follow grass inside road to limestone block

Texas Short Track Series #2 Manor



Lonestar Cyclocross Series #4 - Mc

Last Updated 9-5-08 at 3:15 pm

A: Start on dirt road

B: Cross road

C: U-turn at pavilion

D: Off-camber hill turn

E: Run up

F: Dirt road

G: U-turn in field

H: Dirt road

I: Slalom through pecan trees

J: Cross road

K: Run through volleyball court

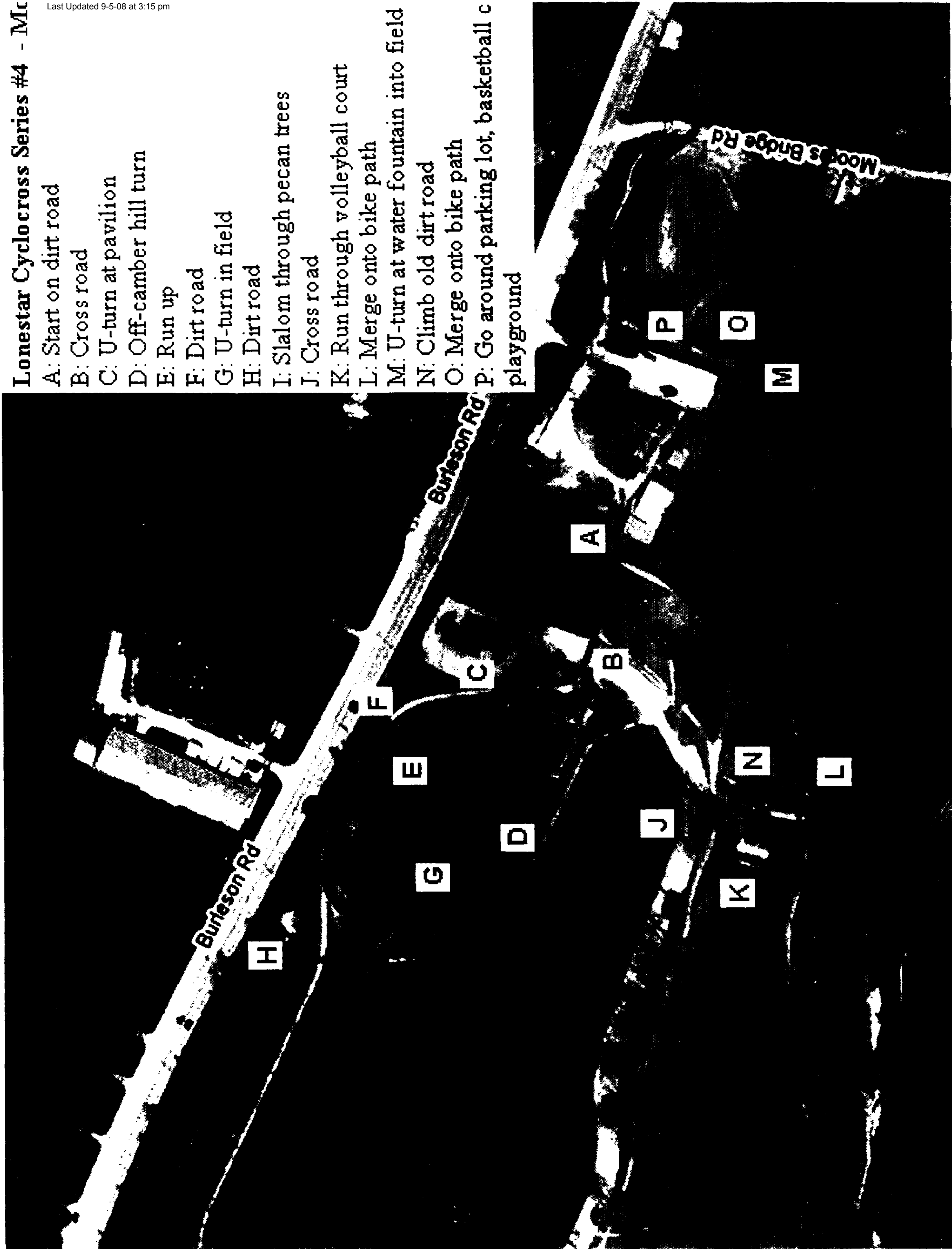
L: Merge onto bike path

M: U-turn at water fountain into field

N: Climb old dirt road

O: Merge onto bike path

P: Go around parking lot, basketball c
playground



Lonestar Cyclocross Series #6 Del Valle

- A: Start sprint on pavement
- B: Lap/finish line at service road gate
- C: U-Turn at garage with barriers
- D: Climb up dirt hill
- E: Dirt Road
- F: Merge onto bike path
- G: U-Turn on top of berm
- H: Run-up and off camber turns
- I: Merge onto bike path
- J: Follow berm behind concession stand



EXHIBIT B
INSURANCE CERTIFICATE OF LICENSEE
(to be attached)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/20/2008

PRODUCER
FRICKEY INSURANCE AGENCY
 17300 El Camino Real #102
 Houston, TX 77058
 (281) 461-8707

INSURED
Pirate Race Productions
Andrew Stackhouse

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Mount Vernon	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BINDER	09/02/08	01/08/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E L EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E L DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E L DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E L EACH ACCIDENT	\$	E L DISEASE - EA EMPLOYEE	\$	E L DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER													
E L EACH ACCIDENT	\$													
E L DISEASE - EA EMPLOYEE	\$													
E L DISEASE - POLICY LIMIT	\$													
		OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder listed as an additional insured.

CERTIFICATE HOLDER

Travis County Transportation and Natural Resources Department
 PO Box 1748
 Austin, TX 78767

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/20/2008

PRODUCER FRICKEY INSURANCE AGENCY 17300 El Camino Real #102 Houston, TX 77058 (281) 461-8707	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Pirate Race Productions Andrew Stackhouse	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURERS AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Mount Vernon</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Mount Vernon		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
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INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	BINDER	09/02/08	01/08/09	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 1,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMPIOP AGG	\$ 2,000,000
						GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALLOWED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	GARAGE LIABILITY					AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO					OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
	EXCESS/UMBRELLA LIABILITY					EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					AGGREGATE	\$
							\$
							\$
							\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below					E L EACH ACCIDENT	\$
						E L DISEASE - EA EMPLOYEE	\$
						E L DISEASE - POLICY LIMIT	\$
	OTHER						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder listed as an additional insured.

CERTIFICATE HOLDER

Travis County Transportation and Natural Resources Department
 PO Box 1748
 Austin, TX 78767

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE


24

RECEIVED
COUNTY JUDGE'S OFFICE

Travis County Commissioners Court Agenda Request

08 SEP -4 PM 1:09

Voting Session 09/09/08
(Date)

Work Session _____
(Date)

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

B. Requested Text:
Consider and take appropriate action on a plat for recording in Precinct One: Balli Subdivision (Short form plat – 4 Lots – 3.00 acres – 5401 Cadillac Drive – No Fiscal required – Sewage service to be provided by On Site Septic System– City of Austin 2 mile ETJ).

C. Approved by:

Commissioner Ron Davis, Precinct One

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

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

AB Sarah C. Sumner: 854-7687 Dennis Wilson: 854-4217
Anna Bowlin: 854-7561

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- ___ Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

August 22, 2008

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director, Development Services

SUBJECT: Balli Subdivision, Precinct One

PROPOSED MOTION:

Consider and take appropriate action on a plat for recording in Precinct One: Balli Subdivision (Short form plat – 4 Lots – 3.00 acres – 5401 Cadillac Drive – No Fiscal required – Sewage service to be provided by On Site Septic System– City of Austin 2 mile ETJ).

SUMMARY AND STAFF RECOMMENDATION:

This subdivision consists of 4 commercial lots most likely to have metal type buildings that will be used for commercial type warehouse or business; however, there is not a confirmed client at this time. Non residential notice was sent on July 22, 2008 to all homeowners' association/neighborhood association within 1,000 feet. No parkland dedication or fiscal is required.

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

ISSUES:

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

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

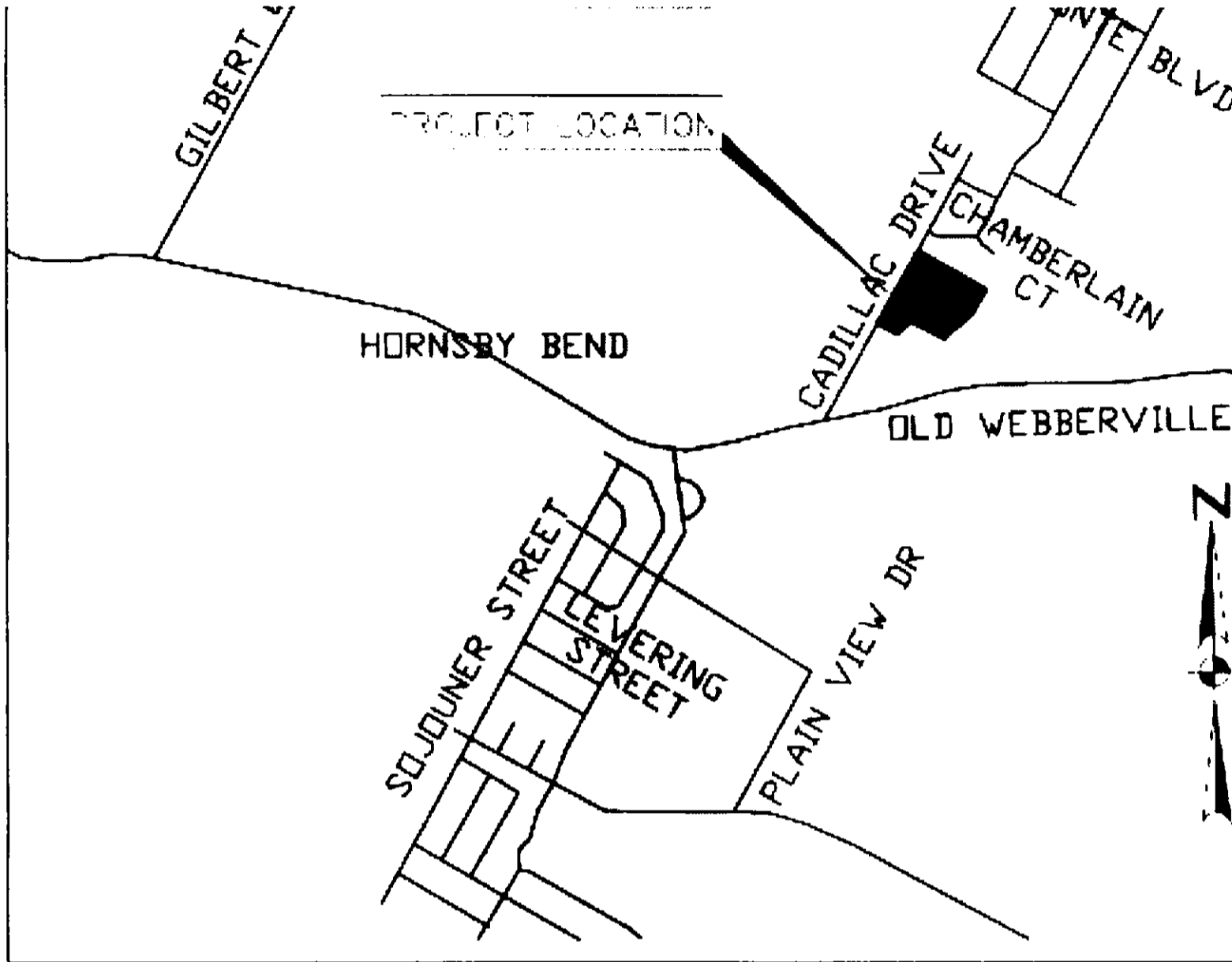
None.

EXHIBITS:

Location map, Final Plat, Precinct Map

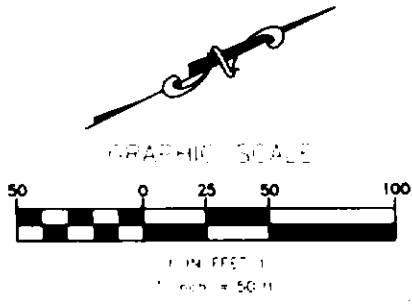
SCS 08/08

Balli Subdivision Location Map



VICINITY MAP
NTS

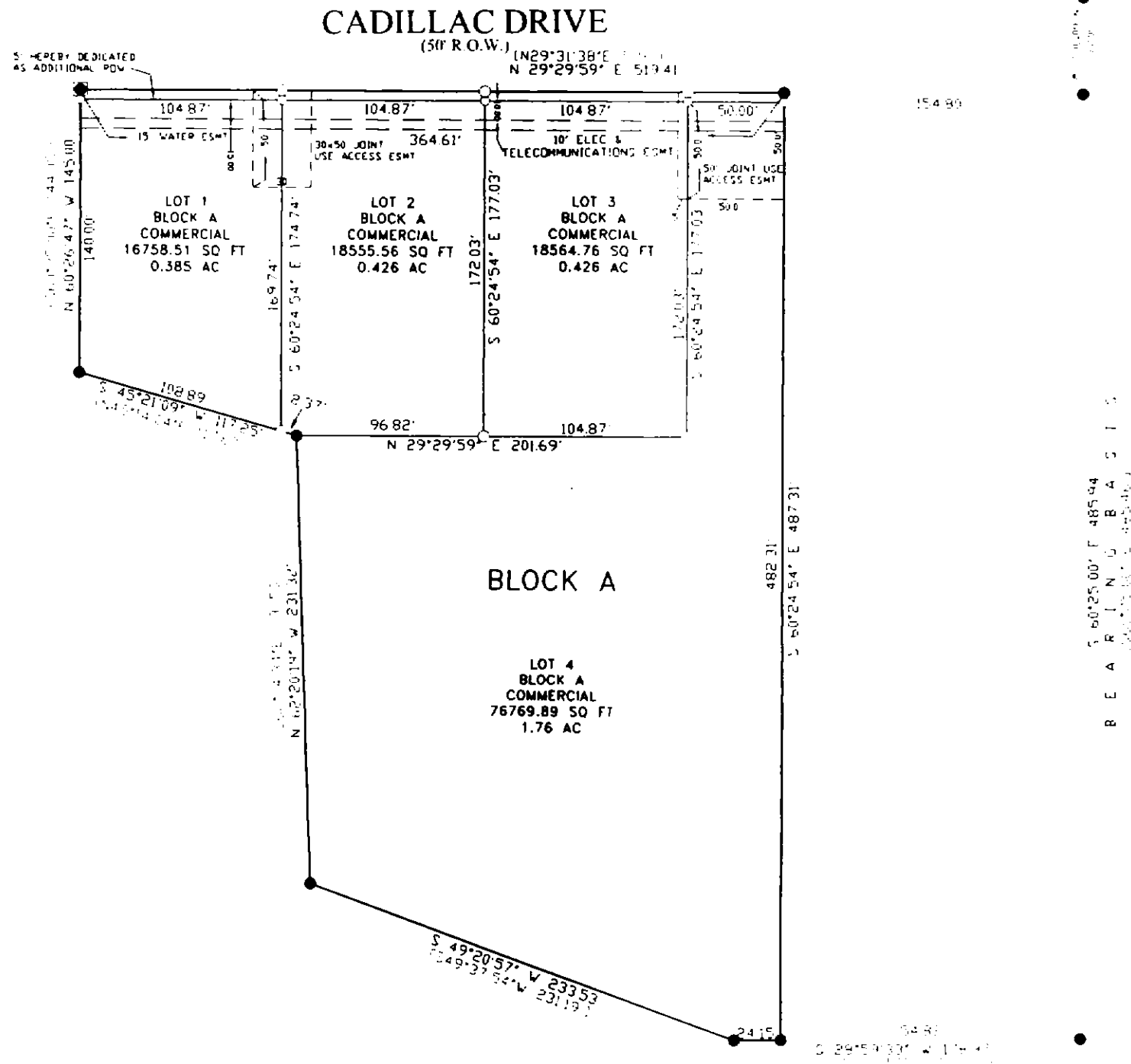
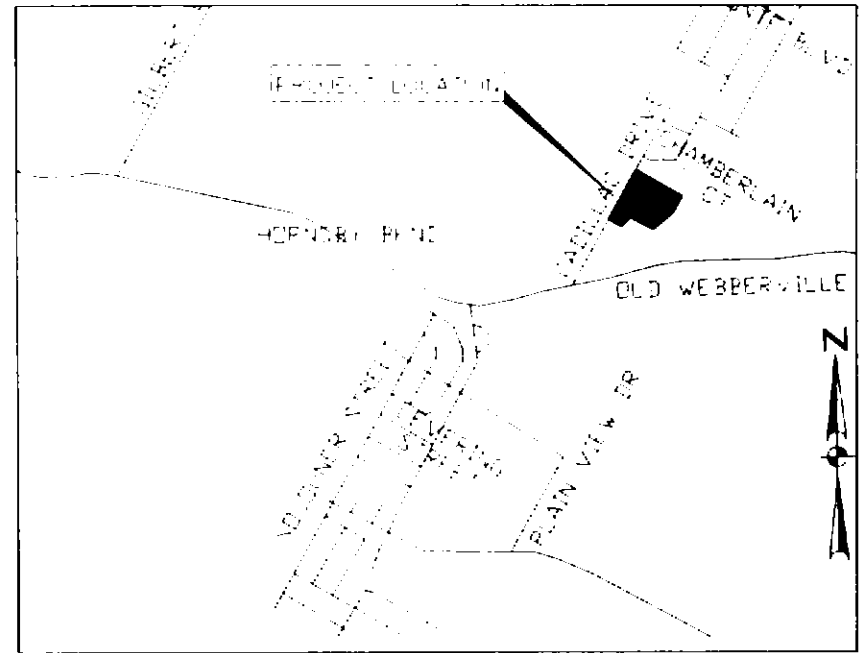
FINAL PLAT OF BALLI SUBDIVISION



1. SURVEYED BY:
ALL STAR LAND SURVEYING
3020 ANDERSON MILL ROAD
AUSTIN, TEXAS 78759
PHONE (512) 249-8149
FAX (512) 331-5217
2. TOTAL ACRES: 3.0
3. TOTAL NUMBER OF LOTS: 4
4. 0 LF OF NEW STREET

- LEGEND**
- = CONCRETE MONUMENT SET
 - = IRON ROD SET
 - = IRON ROD FOUND
 - = IRON PIPE FOUND
 - = CONCRETE MONUMENT FOUND
 - () = DOC NO. 2003151536
 - [] = DOC NO. 2006012572
 - BL = BUILDING LINE
 - P.U.E. = PUBLIC UTILITY EASEMENT

LOT INFORMATION			
LOT	SF	AC	USE
LOT 1	16758.51	0.385	COMMERCIAL
LOT 2	18555.56	0.426	COMMERCIAL
LOT 3	18564.76	0.426	COMMERCIAL
LOT 4	76769.89	1.76	COMMERCIAL



RECEIVED
COUNTY CLERK'S OFFICE
Travis County Commissioners Court Agenda Request

Voting Session September 9, 2008

08 SEP 11 10
Work Session 1:10

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

B. Requested Text:

Consider and take appropriate action on request to hold Public Meetings on September 24 and 25, 2008, for the purpose of informing the public and taking comments on the results of the Travis County Drainage Study.

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

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

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

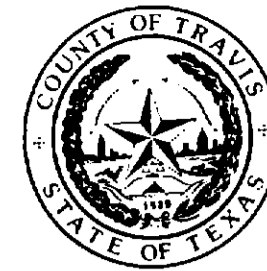
- Joseph Gieselman, 854-9434
- Carol Joseph, 854-9418
- Anna Bowlin, 854-7561
- Don Ward, 854-9317 *DW*
- Steve Schiewe, 854-7580

III. Required Authorizations: Please check if applicable:

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

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

(See reverse side for legal citation of Open Meetings Exceptions)



TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 W. 13th St.
Eleventh Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

Voting Session Agenda Item No. ____
September 9, 2008
Supplemental Information

DATE: August 27, 2008

MEMORANDUM

TO: Members of Commissioners Court

THROUGH: Joseph P. Gieselman, TNR Executive Manager

FROM: Donald W. Ward, P.E., TNR Road Maintenance & Fleet Services
Division Director

SUBJECT: Public Meetings for Travis County Drainage Study

Proposed Motion:

Consider and take appropriate action on request to hold Public Meetings on September 24 and 25, 2008, for the purpose of informing the public and taking comments on the results of the Travis County Drainage Study.

Summary and Staff Recommendations:

HDR Engineering is completing its study of flooding problems related to County transportation infrastructure, and TNR staff proposes to hold two meetings to inform the public and take comments. One would be held on the evening of September 24, 2008 at the Travis County Road and Bridge Satellite 1 Office, and the other on the evening of September 25, 2008 at the Travis County West Service Center.

Staff recommends approving this request to proceed with the public meetings, including public notices and media releases advertising them.

Budgetary and Fiscal Impacts:

The approved contract for this study includes costs associated with these public meetings.

Issues and Opportunities:

This project has been partially funded by a grant from the Texas Water Development Board. The meetings fulfill a condition of the grant to allow public comment on the project.

Background:

Travis County has the responsibility to maintain an enormous system of roadways (over 1,200 miles) and bridge/culvert crossings. Over 72 miles of roads are within the 100-year floodplain, and many stream crossings in the County are prone to overtopping even during minor storm events. In addition, there are numerous older subdivisions that were created before County-required drainage standards existed, which periodically sustain flood damage.

Past flood protection projects have frequently been undertaken in response to specific rain events in very localized areas rather than planned on an overall watershed basis. This drainage study involves an assessment of flood prone areas on a watershed basis, identification of solutions, and an implementation plan to address the problem areas that pose the most significant risk to public health and safety and are the most economical on a benefit/cost basis.

The budget for this project is \$695,000. Of that total, \$500,000 was approved by the Commissioners' Court and \$195,000 funded by a grant from the Texas Water Development Board.

DWW/SLS:sls

Copy: Joe Gieselman
 Carol Joseph
 Anna Bowlin
 Steve Schiewe

26

RECEIVED
COUNTY JUDGE'S OFFICE

Travis County Commissioners Court Agenda Request

Voting Session 09/09/08
(Date)

Work Session 08 SEP -4 PM 1:11
(Date)

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

B. Requested Text:

A. Consider and take appropriate action on a Final Plat in Precinct One: Hornsby Glen (Small Lot), Phase 1 (126 Total Lots: 119 Single-Family. 4 PUE, Drainage, A. E. and 3 Landscape Lots – 23.354 acres – FM 973 – Sewage service to be provided by City of Austin – City of Austin ETJ).

B. Subdivision Construction Agreement for Hornsby Glen, Phase 1.

C. Approved by:

Commissioner Ron Davis, Precinct 1

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:

Joe Arriaga: 854-7562
Anna Bowlin: 854-7561

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

___ Additional funding for any department or for any purpose

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

___ Grant

Human Resources Department (854-9165)

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

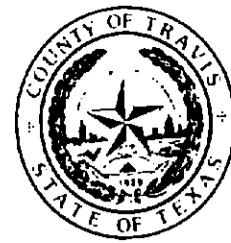
Purchasing Office (854-9700)

___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

___ Contract, Agreement, Policy & Procedure

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





TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

January 7, 2005

TO: Members of the Commissioners Court
THROUGH: Joseph P. Gieselman, Executive Manager
FROM:  Anna Bowlin, Division Director, Development Services Division 

SUBJECT: Hornsby Glen (Small Lot), Phase 1

PROPOSED MOTION:

- A. Consider and take appropriate action on a Final Plat in Precinct One: Hornsby Glen, Phase 1 (126 Total Lots: 119 Single-Family, 4 PUE, Drainage, A. E. and 3 Landscape Lots – 23.354 acres – FM 973 – Sewage service to be provided by City of Austin – City of Austin ETJ).**
- B. Subdivision Construction Agreement for Hornsby Glen, Phase 1.**

SUMMARY AND STAFF RECOMMENDATION:

This subdivision consists of 126 total lots: 119 single-family lots, 4, OUE, Drainage, A. E. and 3 landscape lots. The applicant negotiated an agreement with TXDoT on a re-alignment plan for FM 973. This subdivision is considered a Small Lot Subdivision under Title 30. This final plat has been under Alternate Fiscal since December 19, 2006. The applicant has completed all the required infrastructure related to this subdivision and is ready to record the plat. There are 3673 linear feet of public streets being built with this subdivision. Parkland requirements have been satisfied for the amount of \$5354.00 paid to Travis County.

This final plat meets Travis County standards and has been approved by the City of Austin, therefore; TNR staff recommends approval of this plat.

ISSUES AND OPPORTUNITIES:

Staff has not received any inquiries from any association or property owner as of the date of this memo.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

Location/Information map, plat, and agreements.

AMB: ja

8.25.08

Location Map

REVISIONS

08/15/2003 ASV

JURISDICTIONS

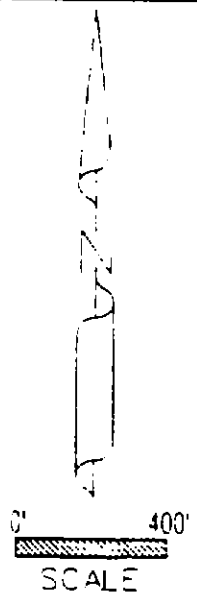
CITY OF AUSTIN
DEL VALLE CD
TCECD NO 11
TCECD NO 4
TRAVIS COUNTY

TRAVIS CENTRAL APPRAISAL DISTRICT

8314 Cross Park Drive
Austin, Tx 78754

Internet Address WWW.TRAVISCAD.ORG

Main Telephone Number (512)834-9317
Appraisal Information (512)834-9138
Fax Number (512)834-3528



1"=100' MAP REFERENCES

3 430	13 433
3 431	13 434
3 432	13 435
3 433	13 436
3 434	13 437

MAP NO.

3 153	1
3 072	13 073
3 074	13 075
3 152	13 154
3 032	13 033
13 034	13 035



2 SITE

TX OPERATIONS L.P.
TR1999124797
52,999 A
03/53/0207

BILLY & BETTY PLATT FAMILY LTD
TR2000184894
168,861 A
TOTAL 84,317
03/53/0202

PATRICIA J. HORNSBY
TOTAL 39,563 A
03/53/0214

TX OPERATIONS L.P.
TR1999152326
39,355 A
03/53/0217

JOHN J. MCKEITHAN
8344 W. 755
3RD
2B

TX OPERATIONS L.P.

COLORADO RIVER

4
VALLE DEL RIO
ADDN

NEW INTERPORT LTD
0322410101

BURGSTROM
COMMERCIAL
0323310101

CITY OF AUSTIN
50' SLOPE EASEMENT
VOLUME 12821, PAGE 833
D.R.T.C.T.

CITY OF AUSTIN
20' P.U.E.
VOLUME 9044, PAGE 812
D.R.T.C.T.

CITY OF AUSTIN
10' INGRESS, EGRESS AND
REGRESS EASEMENT
VOLUME 9614, PAGE 430
D.R.T.C.T.

CITY OF AUSTIN
100' ELECTRIC
TRANSMISSION EAS
VOLUME 12821, PA
D.R.T.C.T.

(GRID)
N 10052536.6834
E 3148778.7425

N62°39'22"W
(N62°36'04"W)

(GRID)
N 10052351.6763
E 3148681.8462

S62°40'38"E
50.00'

1554.73'
(S27°38'46"W
2173.14')

S27°38'35"W
(S27°38'46"W
1266.79')

(20' P.U.E. DE & AF LOT)
0.053 ACRES

(3.023 AC P.U.E. DE & AE LOT)
77

(25' P.U.E. DE & AC LOT)
0.069 ACRES

REUBEN HORNSBY
ABSTRACT

MARY
TX1 OPE
DOCUMENT 1
O.F.
(55.2'
T
OCTOBE

HORNSBY SUBDIVISION

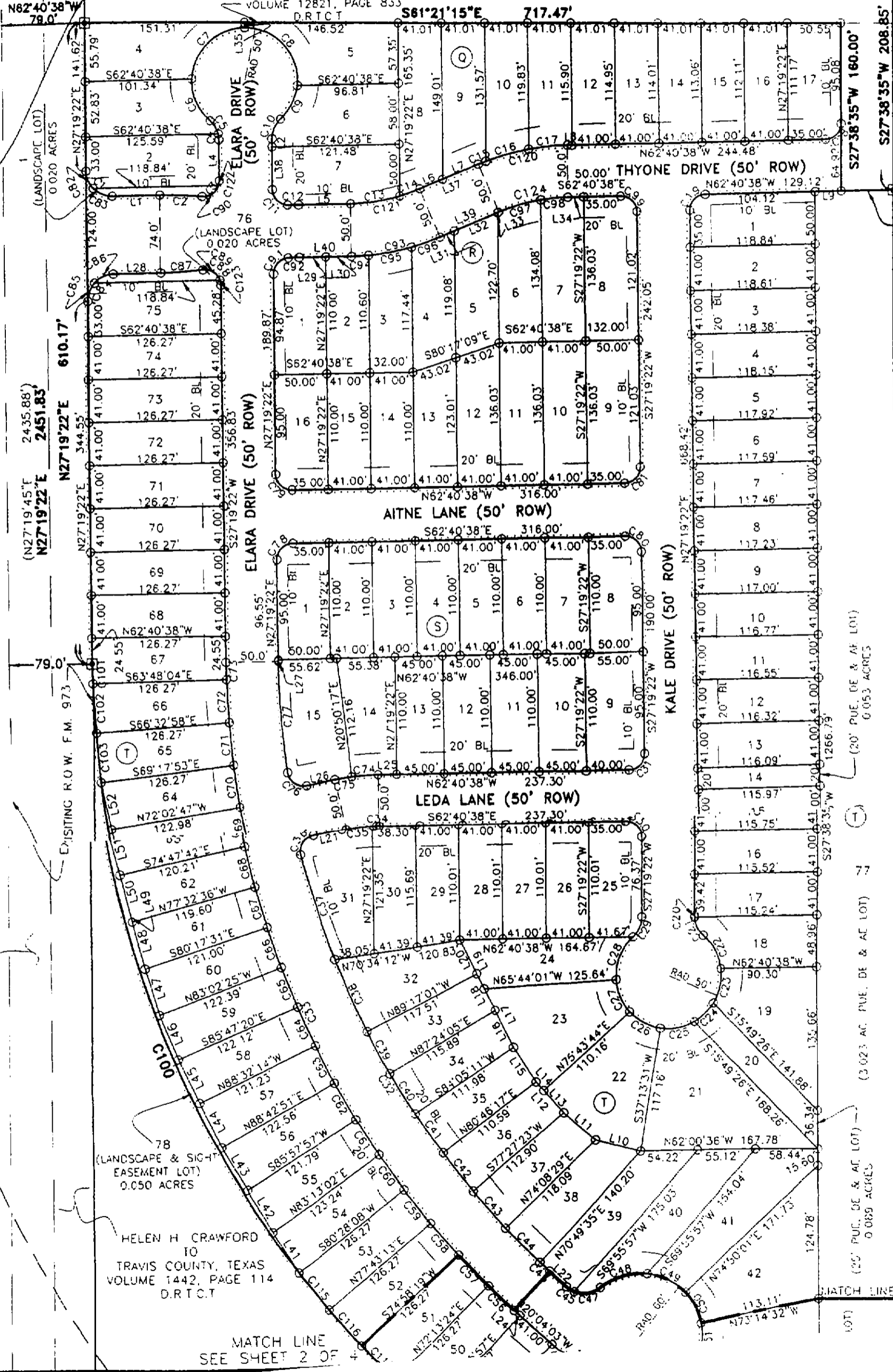
OWNER: MAIN STREET, LTD.,
C/O STEPHEN D. B/
7447 BEE CAVES R/
AUSTIN, TEXAS 78'

ACREAGE: 23.354 ACRES
SURVEY: REUBEN HORNSBY S
ABSTRACT NO. 15

NUMBER OF BLOCKS: 4
NUMBER OF LOTS: 119 SF LOTS, 4 P.U
& 2 LANDSCAPE LO
LOT. (126 TOTAL

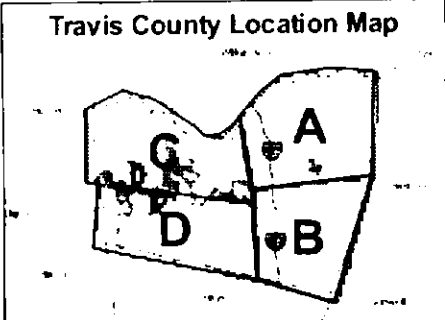
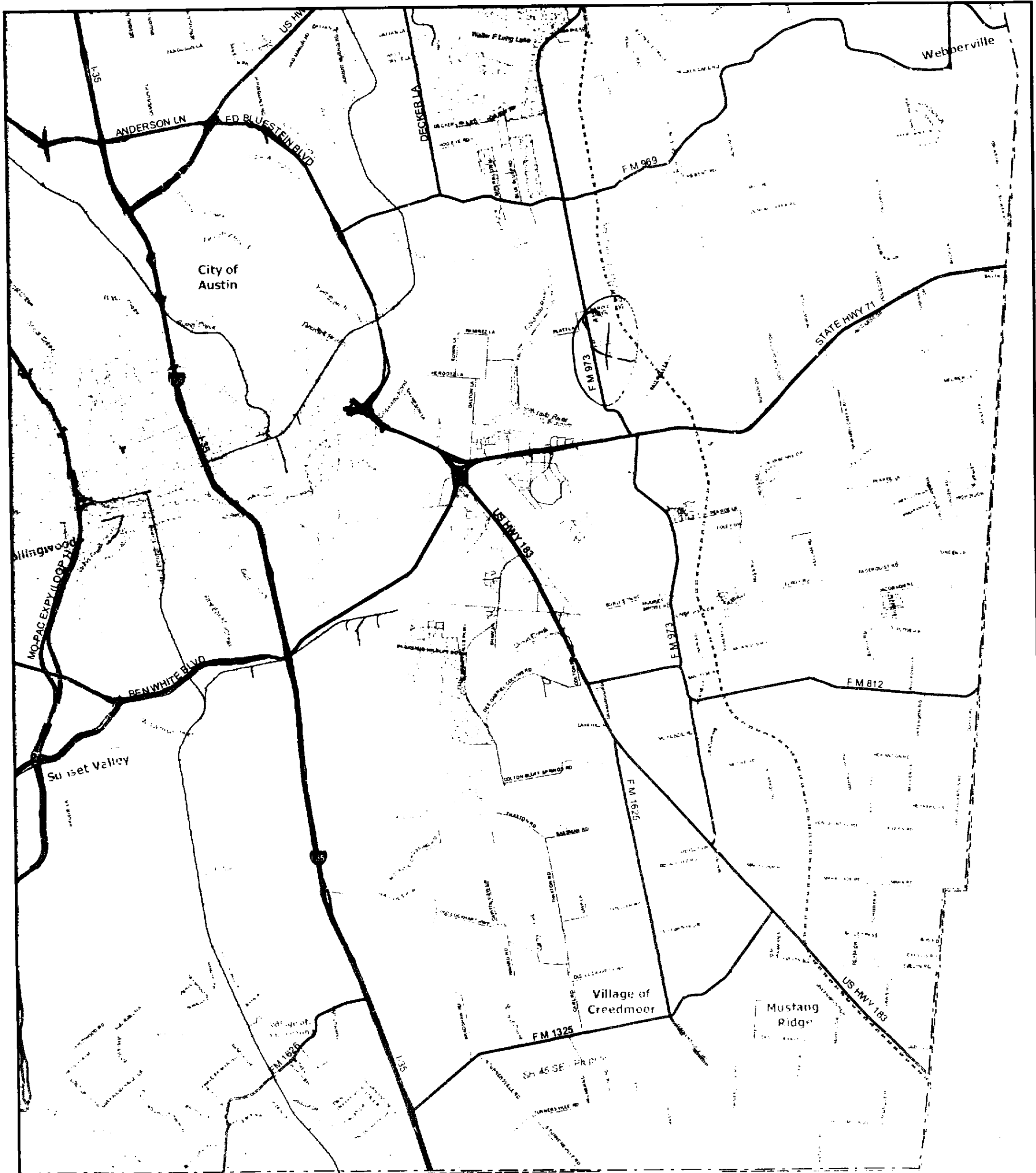
LINEAR FEET OF
NEW STREETS: 3673 LF
DATE: JANUARY, 2005
SURVEYOR: ZAMORA-WARRICK,
3737 EXECUTIVE CE
AUSTIN, TEXAS 787
PHONE: (512) 241-
ENGINEER: GRAY, JANSING &
8217 SHOAL CREEK
AUSTIN, TEXAS 787
PHONE: (512) 452-

BENCH MARK:

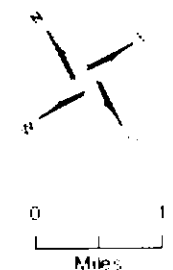


TIONS
ALL

MATCH LINE
SEE SHEET 2 OF 4



Source(s): CoA Roads - CoA 11-05; Unincorporated Roads - Travis County 11-05; Proposed Roads - Various sources; Creeks - NHD 05; Parks - Travis County 04; CoA Parks - CoA 12-05; Commissioner Precincts - Travis County Voter Registrar 2002



Legend	
Roadway Type	Commissioner Precinct
State Maintained	Proposed/In-Progress Roadway
Incorporated	Railroad
Travis County Maintained	County Boundaries
Not Maintained	Creek
Private	Water Body
Revolving Dedication	Park
Undedicated - Private	Incorporated Area
	Project 1
	Project 2
	Project 3
	Project 4

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

Map Disclaimer: This map was created by the Travis County Sign Crew to identify Travis County maintained roadways. The data is provided "as is" with no warranties of any kind. Please contact the Travis County GIS Coordinator at 854-9231 for questions.

Travis County Roadways, Map B



Map Prepared by: Travis County, Dept. of Transportation & Natural Resources Date: 11-03-2006 <http://www.co.travis.texas.gov/maps>

27

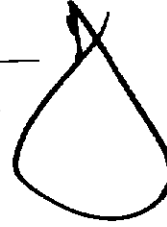
Travis County Commissioners Court Agenda Request

Voting Session 09/09/08
(Date)

Work Session _____
(Date)

I. A. Request made by: Joseph P. Gieselman
Executive Manager, TNR

Phone # 854-9383



B. Requested Text:

Approve a variance to Chapter 82.401 (c)(4), Standards for Construction of Streets and Drainage in Subdivisions to allow the acceptance of dedication of a portion of the street and drainage facilities in Bee Creek Hill, Sections One and Two, specifically a portion of Bee Hive Lane and a portion of Bumble Bee Drive - two subdivisions in Precinct Three.

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

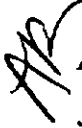

II. A. Is backup material attached*: Yes X No _____

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

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

Yes X No _____

Please list those contacted and their phone numbers:

 Anna Bowlin	- 854-9383	Don Ward 	- 854-9383
Jamie Mancillas	- 854-9383	Scott Lambert	- 854-9383
Gayla Dembkowski	- 854-9383	Howard Herrin	- 854-9383

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

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

Human Resources Department (473-9165)

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

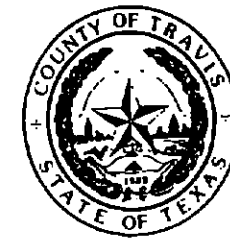
Purchasing Office (473-9700)

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

County Attorney's Office (473-9415)

- _____ Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

DATE: August 25, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, TNR Executive Manager

FROM: Don Ward, P.E. - Director of Road Maintenance & Fleet Services

SUBJECT: Approve a variance to Chapter 82.401 (c)(4), Standards for Construction of Streets and Drainage in Subdivisions to allow the acceptance of dedication of a portion of the street and drainage facilities in Bee Creek Hill, Sections One and Two, specifically a portion of Bee Hive Lane and a portion of Bumble Bee Drive -- two streets as part of two subdivisions in Precinct Three.

Summary and TNR Staff Recommendation

Bee Creek Hill, Section One was recorded May 11, 1970 at Volume 50, Page 5. Bee Creek Hill, Section Two was recorded August 5, 1970 at Volume 50, Page 99. The developer has requested that, at this time, the County only accept two portions of Bee hive Lane and Bumble Bee Drive. Therefore, a variance needs to be given to the subdivision rule that states a subdivision must be completed in its entirety and that all "Requirements for Approval..." must be submitted to be accepted. The purpose of this variance is so that portions of the two subject streets can be accepted.

The public streets to be accepted at this time are a portion of Bee Hive Lane and Bumble Bee Drive. These streets will be accepted under the regulations of the Standards for Construction of Streets and Drainage in Subdivisions approved by Commissioners Court August 28, 1997, in which the subdivision is accepted before the one-year Performance Period has ended. Fiscal will be retained for the balance of the Performance Period.

The stop signs are in the process of being approved under Chapter 251 of the Texas Transportation Code. There are no sidewalks along these portions of Bee Hive Lane and Bumble Bee Drive.

The portion of Bee Hive Lane connects to R O Drive, a street accepted for maintenance. The portion of Bumble Bee Drive connects to Bee Creek Road, a street accepted for maintenance. Bee Hive Lane and Bumble Bee Drive eventually intersect each other. This action will add 0.52 miles to the Travis County road system. TNR staff recommends approval of the proposed motion.

August 25, 2008

Page 2

Budgetary and Fiscal Impacts:

None.

Issues and Opportunities:

For some extra background, on 11/23/04 and 12/28/04 two large portions of Bee Creek Hill, Sections One and Two were vacated. The Pedernales River United Methodist Church requested the vacation of 74 Lots and approximately 2,600 feet of ROW, which was approved on 11/23/04. The purpose of the vacation was to develop a campus-like facility on the vacated area. The Bee Creek Hill, L.P. requested the vacation of 84 Lots and approximately 2,700 feet of ROW, which was approved on 12/28/04. The purpose of this vacation was to redevelop the vacated area so that current standards could be met.

In the backup material for the 12/28/04 vacation, it was stated that, "as part of the overall roadway improvements, which includes rights-of-way adjacent to the Church property, Bumble Bee Drive will be realigned through Tract 1 as it connects with Bee Creek Road. Once realigned, the applicant will request that the portion of the platted Bumble Bee Drive not improved and unused be vacated."

The realigned portion of Bumble Bee Drive has since been dedicated through document #2007195268. Also, an additional 10' has been dedicated along other portions of Bee Hive Lane and Bumble Bee Drive so that the portions of ROW being accepted are now 60' wide. This additional 10' was dedicated through documents #2008041018 and #2008041019. The vacation of the unused portion of Bumble Bee Drive was approved and recorded at document #2008016314.

Required Authorizations:

Road Maintenance and Fleet Services Department.

Exhibits:

- TNR Approval Letter
- List of streets
- Requirements for Approval
- Attached maps (5)

PS:DW:ps

1105 Bee Creek Hill, Sec 1 & 2 Bee Hive Lane & Bumble Bee Drive



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

APPROVAL OF CONSTRUCTION

DATE: January 29, 2008

DEVELOPER:

Mac Spellman
Bee Creek Hill, Ltd.
8220 Hwy. 71 West
Austin, TX 78735

ENGINEER:

David Smith, P.E.
3937 Ranch Road 620 South
Austin, TX 78738


SUBJECT: Bee Creek Hills – Bumble Bee Drive and Bee Hive Lane

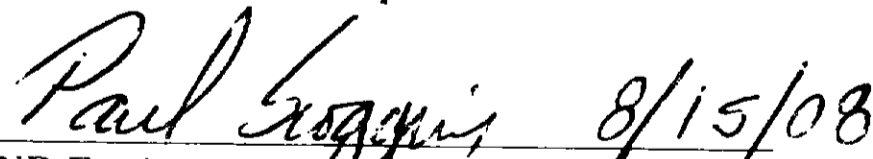
Effective this date, street and drainage construction within this project appears to be in conformance with the approved Construction Documents. This construction has entered into a one (1) year Performance Period. Prior to the end of this Period, Travis County will inspect the streets and/or drainage construction to determine if the subdivision appears to be in a condition substantially equal to that at the beginning of the Performance Period. If not, the developer/owner shall take corrective actions, which are acceptable to the County.

The Developer is required to maintain Performance Period fiscal of 10% of the actual street and drainage cost, until the end of the Performance Period, plus 100% of the un-constructed residential sidewalks until all of the sidewalks are constructed and have a positive inspection by a Registered Accessibility Specialist.

All items have been received

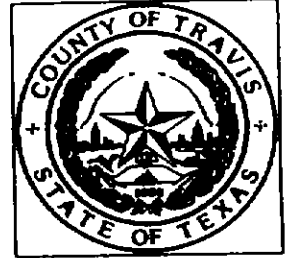
BY:


TNR Construction Inspector – Dennis Case


TNR Engineering Specialist – Paul Scoggins

1102 fiscal file
1105 Subdivision File

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION
Mapsc0 No. 487Z
& 488W

Bee Creek Hill, Sections 1 & 2 - Specifically
Portions of Bee Hive Lane and Bumble Bee Drive

Pct.# 3
Atlas No. L-03

SECTION 12 & 13 RECORDED AT DOC#200600387 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY 12/15/06
 LEXINGTON STREET RECORDED AT DOC#200600386 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY 12/15/06

ACCEPTING 2 STREETS CONTAINED WITHIN TWO SUBDIVISIONS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF WIDTH OF CURB & PVMNT GUTTER		
						PVMNT	PVMNT	GUTTER
SECTION 2								
1	Bee Hive Lane	RO Drive north, northwest ~1,150' to Bumble Bee Drive	1150	0.22	60'	HMAC	30'	NO
SECTIONS 1 & 2								
2	Bumble Bee Drive	Bee Creek Road south, southwest ~1,600' to Bee Hive Lane	1600	0.30	60'	HMAC	30'	NO
Total Footage/Mileage			2750	0.52				

THE TOTAL NUMBER OF ORIGINAL LOTS IN THESE SUBDIVISIONS SECTION 1 - 79 & SECTION 2 - 149 N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-2

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-2 TOTALING 0.52 MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 3.

Don Ward, PE
 Division Director
 Road Maintenance & Fleet Services

9-Sep-08
 DATE

DP = DOUBLE PENETRATION
 HMAC = HOT MIX ASPHALT
 C = CONCRETE
 UPP = UNPAVED, PIT RUN
 UPS = UNPAVED, SELECT

DATE APPROVED BY COMMISSIONERS' COURT



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

BEE CREEK HIL – BEE HIVE LANE & BUMBLE BEE DRIVE REQUIREMENTS FOR APPROVAL OF CONSTRUCTION PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

- RCVD 1. Professional Engineer's certification of quantities of work completed (**Engineer's Concurrence Letter**). § 82.401(c)(1)(A) § 82.604(c)(2)
- NA 2. Construction Summary Report, if in COA ETJ, **signed** by COA inspector. §82.604(c)(1)
- RCVD 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- RCVD 4. Reproducible Plans, certified as "**Record Drawings**" or "**As-Builts**", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrants sheets for each sign.
- TNR will reduce 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4)
- NA 6. **If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- NA 7. A letter from a **Registered Accessibility Specialist** approving sidewalk construction, within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required at time of street acceptance for maintenance. § 82.202(q)(2)
- RCVD 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds, and sidewalks). § 82.401(c)(2)(C) **Road Maintenance will have to approve construction before recommending acceptance to Commissioners Court.**
- RCVD 9. Approval of other agencies and/or cities, **if in their ETJ**; Municipal or other Utility Districts.
- NA 10. License Agreement (**If there are private improvements in Public ROW.**)

Page 1

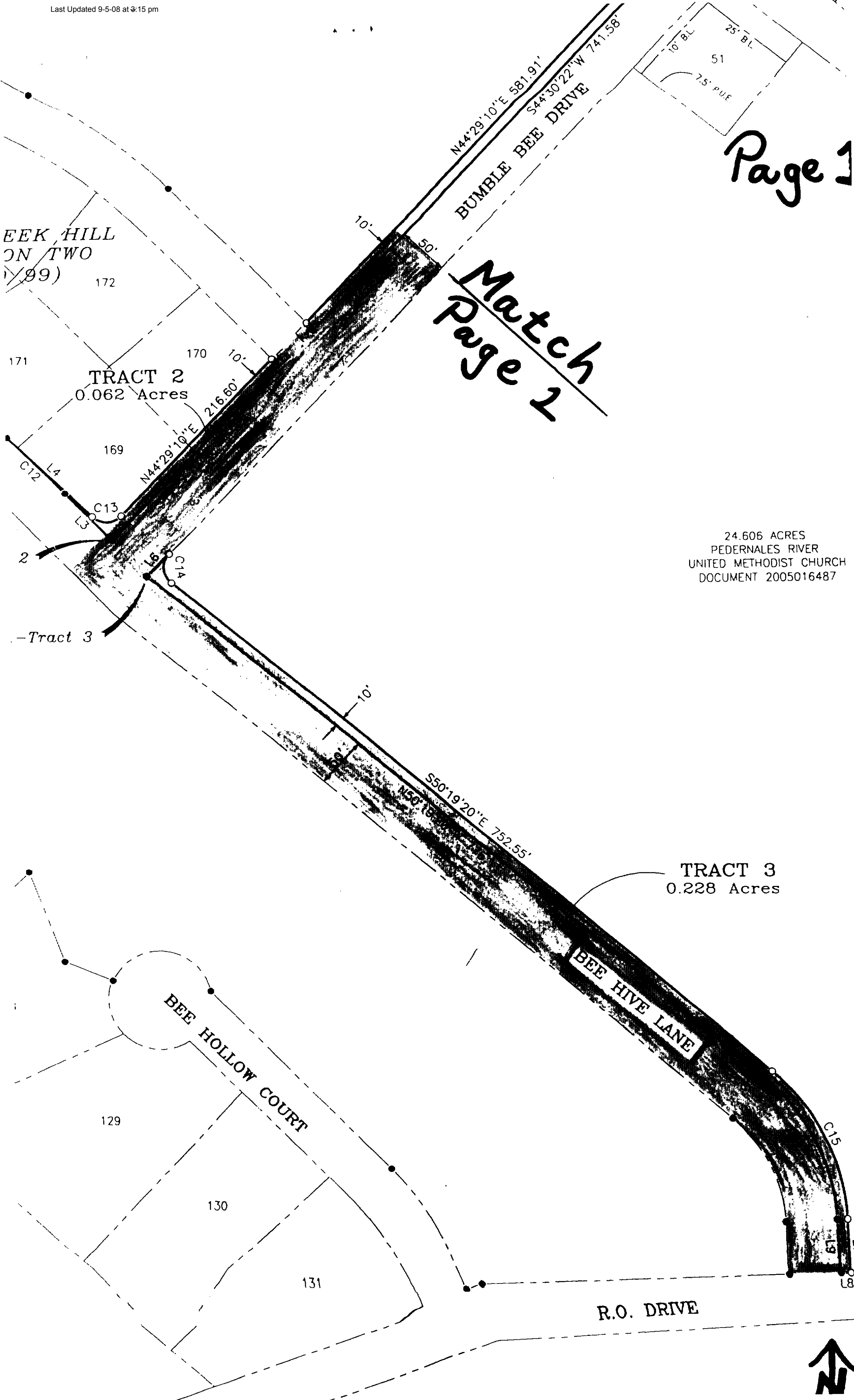
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Page 2

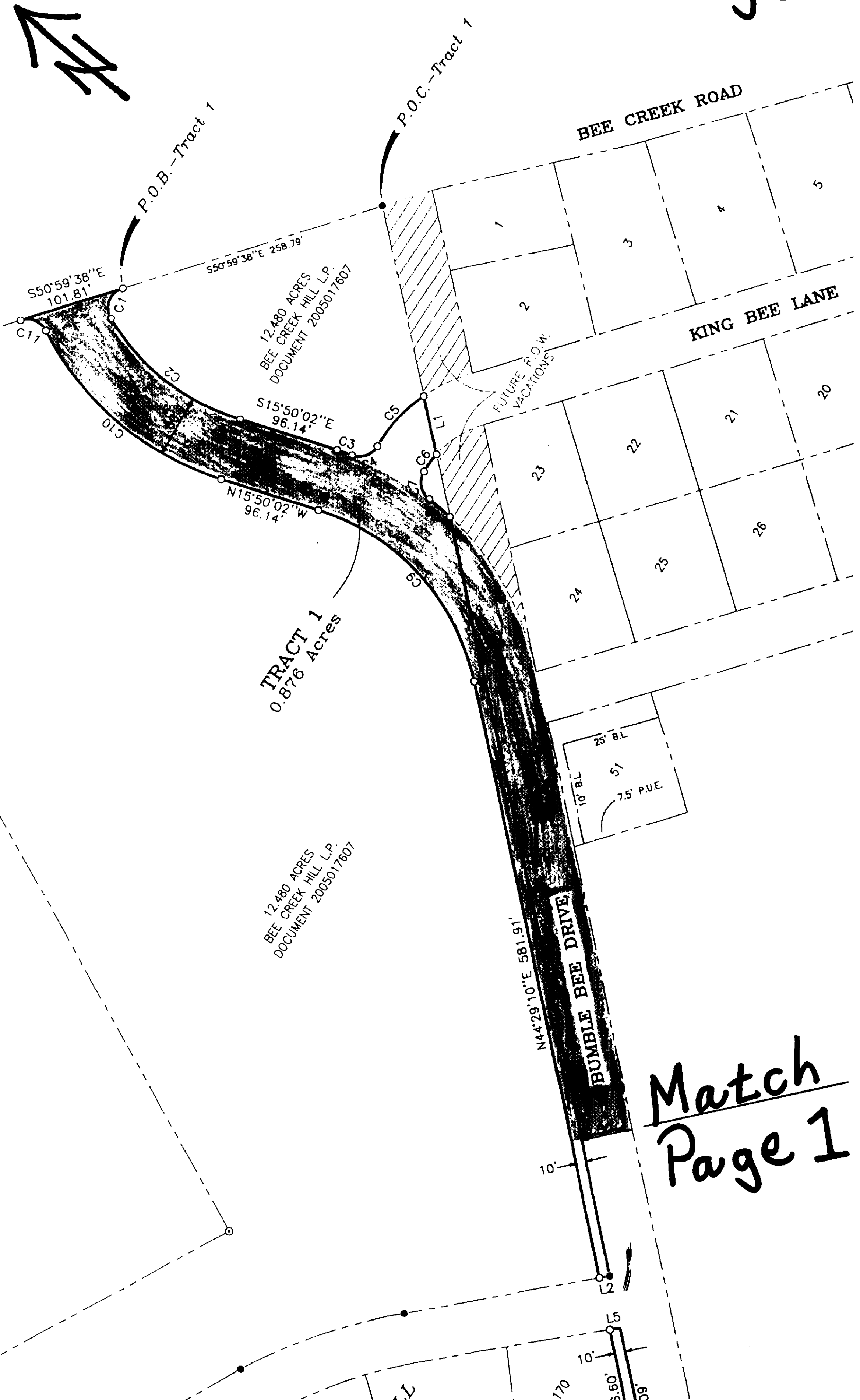
EEK HILL
ON TWO
(199)

TRACT 2
0.062 Acres

24.606 ACRES
PEDERNALES RIVER
UNITED METHODIST CHURCH
DOCUMENT 2005016487

TRACT 3
0.228 Acres

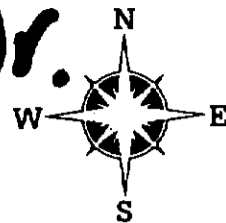




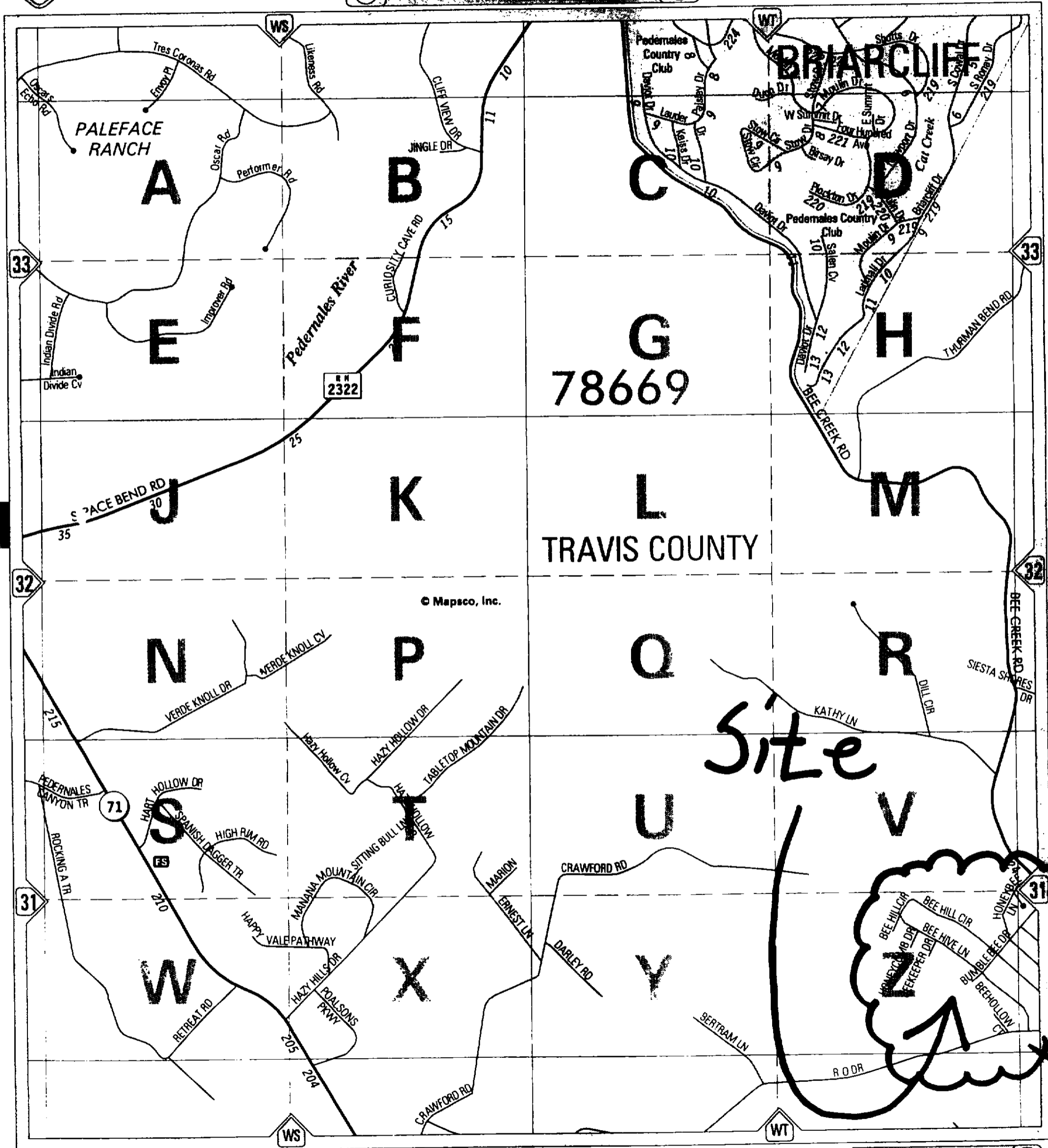
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Page 1

Bee Creek Hills, Sections 1 & 2 Bee Hive Ln & Bumble Bee Dr.

487



CONTINUED



78669

TRAVIS COUNTY

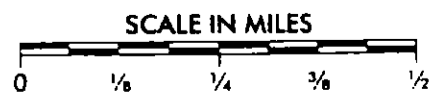
Site

© Mapsc, Inc.

CONTINUED ON MAP 486

CONTINUED ON MAP 517

CONTINUED ON MAP 488

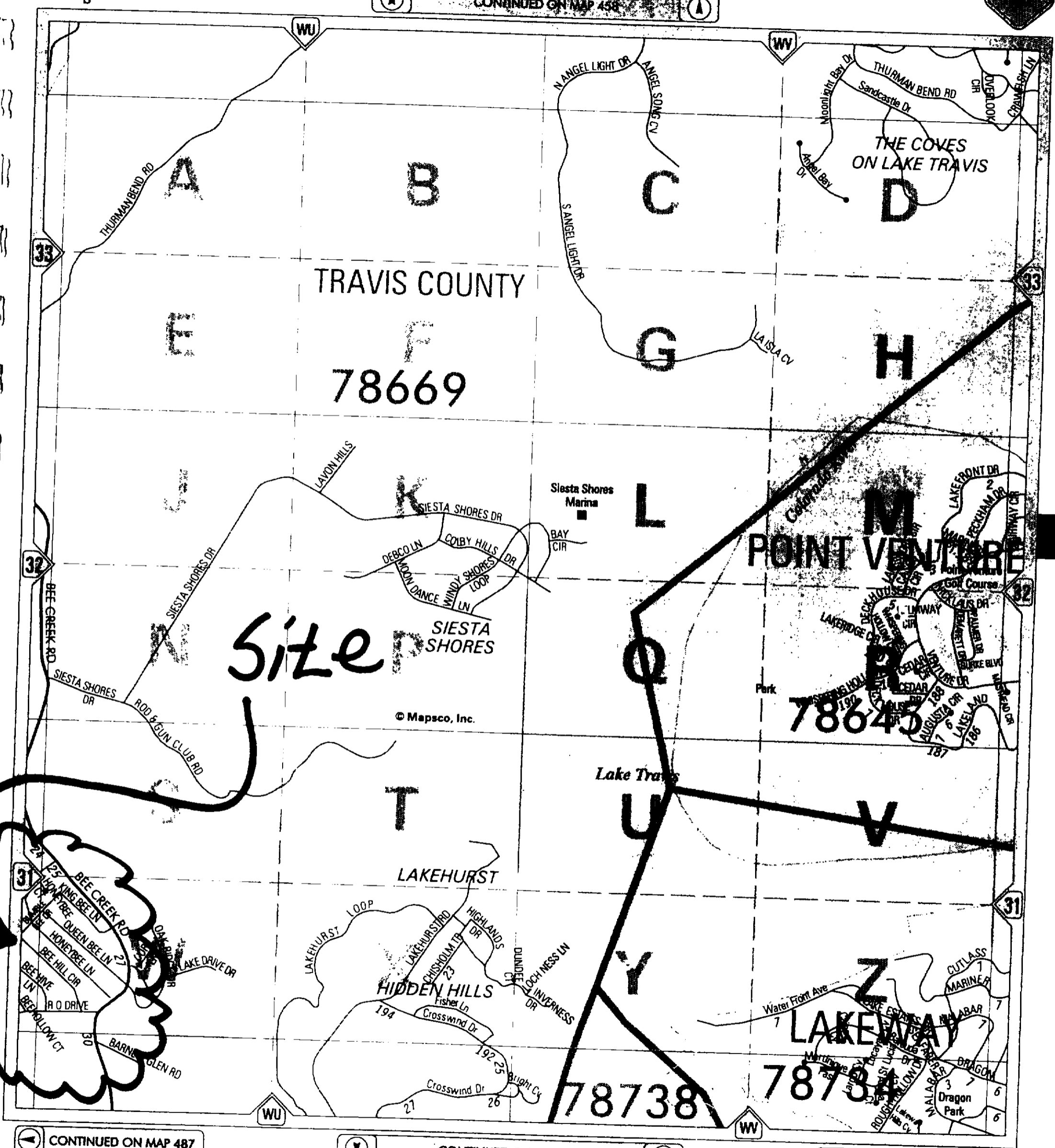


COPYRIGHT 1993, 2006 by MAPSCO INC. - ALL RIGHTS RESERVED

Bee Creek Hill, Sections 1 & 2 Bee Hive Ln & Bumble Bee Dr



CONTINUED ON MAP 458



Site

© Mapsco, Inc.

CONTINUED ON MAP 487

CONTINUED ON MAP 518

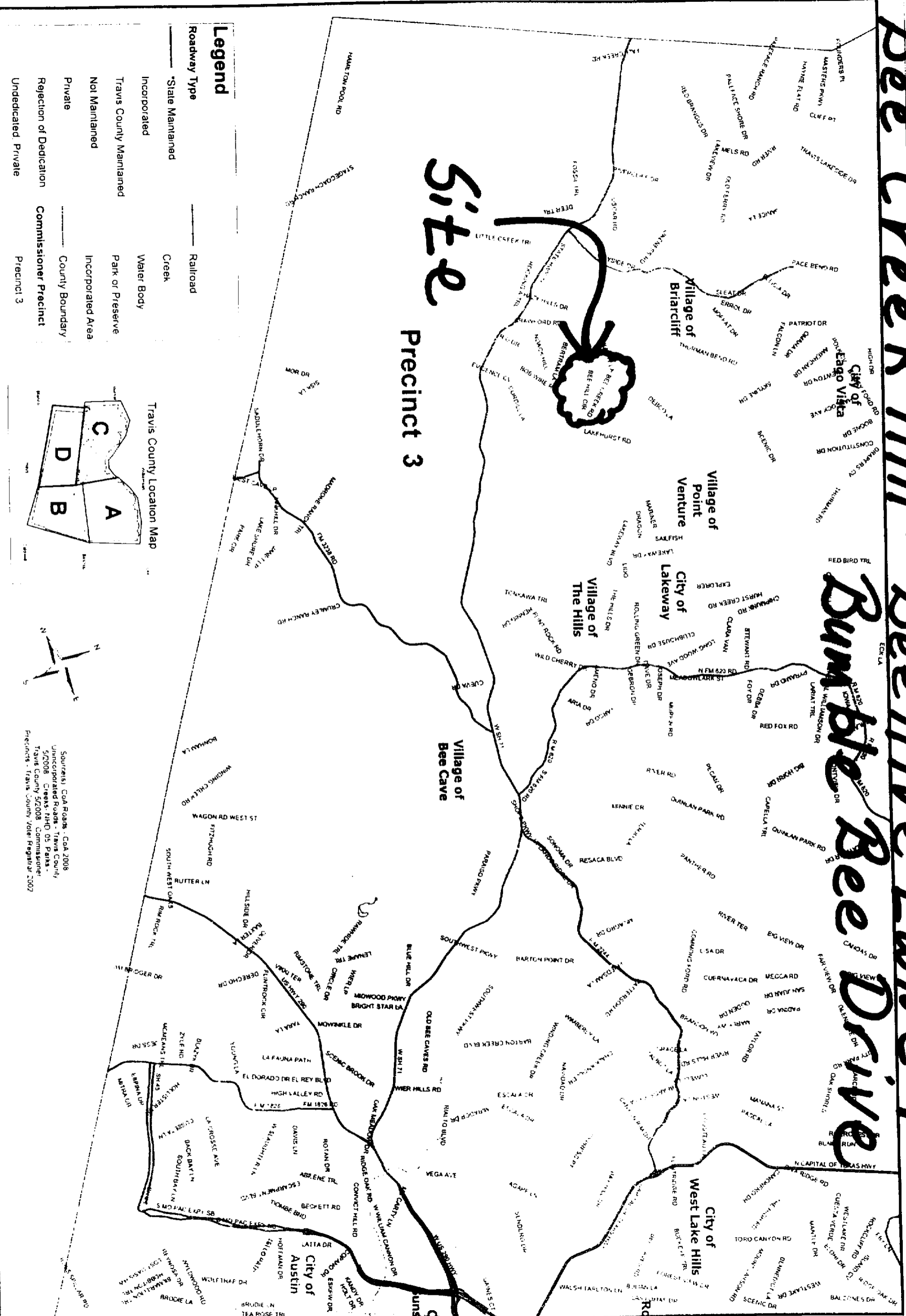
CONTINUED ON MAP 489



Bee Creek Hill - Beehive Lane & Bumble Bee Drive

Site

Precinct 3



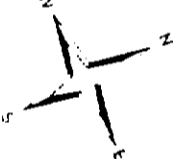
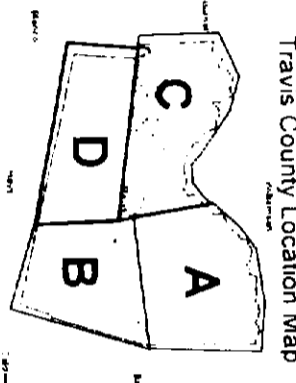
Legend

Roadway Type

- State Maintained
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated Private

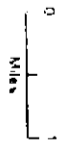
Roadway Type

- Railroad
- Creek
- Water Body
- Park of Preserve
- Incorporated Area
- County Boundary
- Commissioner Precinct
- Precinct 3



Source(s): CoA Roads: CoA 2008
 Unincorporated Roads: Travis County
 5/2008, Creeks: RHD 05 Parks:
 Travis County 5/2008, Commissioner:
 Precincts: Travis County Year Register 2007

Travis County Roadways, Map D



Map prepared by: Travis County
 Dept. of Transportation & Natural
 Resources Date: 05/20/08
 File: 080508_040425_080808

Map Disclaimer: This map was created for the Travis County Sign Crew for identifying Travis County's maintained roadways. The data is provided as is with no warranties of any kind. For questions, contact the Travis County GIS Coordinator at 512.854.9443

28

Travis County Commissioners Court Agenda Request

Voting Session 9/09/08
(Date)

Work Session _____
(Date)

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

B. Requested Text:

1. Approve the acceptance of dedication of street and drainage facilities in Shadowglen Phase 1, Section 12 & 13 and Shadowglen Phase 1, Lexington Street - two subdivisions in Precinct One; and
2. Consider and take appropriate action on a proposed amendment to a license agreement with the Shadowglen HOA for improvements in public ROW - Precinct One.

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

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

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

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

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

<u>AB</u> Anna Bowlin	- 854-9383	Don Ward <u>DW</u>	- 854-9383
Jamie Mancillas	- 854-9383	Scott Lambert	- 854-9383
Gayla Dembkowski	- 854-9383	Howard Herrin	- 854-9383

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

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

Human Resources Department (473-9165)

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

Purchasing Office (473-9700)

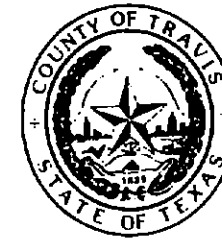
- _____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)

- _____ Contract, Agreement, Policy & Procedure

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

28



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

DATE: August 18, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, TNR Executive Manager

FROM: Don Ward, P.E., Division Director – Road Maintenance and Fleet Services

SUBJECT: **A.** Approve the acceptance of dedication of street and drainage facilities in Shadowglen Phase 1, Section 12 & 13 and Shadowglen Phase 1, Lexington Street – two subdivisions in Precinct One; and
B. Consider and take appropriate action on a proposed amendment to a license agreement with the Shadowglen HOA for improvements in public ROW - Precinct One.

Summary and TNR Staff Recommendation

Part A.

Shadowglen Phase 1, Section 12 & 13 and Shadowglen Phase 1, Lexington Street were recorded on December 15, 2006. These subdivisions have been inspected for conformance with approved plans and specifications as listed. These subdivisions will be accepted under the regulations of the Standards for Construction of Streets and Drainage in Subdivisions approved by Commissioners Court August 28, 1997, in which the subdivision is accepted before the one-year Performance Period has ended.

The completed sidewalks within these subdivisions have been inspected by a Registered Accessibility Specialist and found to be in substantial compliance with the Texas Architectural Barriers Act. The stop signs are in the process of being approved under Chapter 251 of the Texas Transportation Code.

Shadowglen Phase 1, Section 12 & 13 is accessed from Shadowglen Boulevard, a street accepted for maintenance. Shadowglen Phase 1, Lexington Street is accessed through Shadowglen Phase 1, Section 12 & 13, a subdivision that is being accepted as part of this agenda item. This action will add a total of 1.06 miles to the Travis County road system. TNR staff recommends approval of the proposed motion.

August 18, 2008

Page 2

Part B.

The applicant requests to amend an already existing license agreement, which covers improvements in the right-of-way of Shadowglen Boulevard and Shadowglen Trace within Shadowglen Phase One, Section 1-4A and Shadowglen Phase One, Sections 1-4B. The original license agreement is recorded at Document #2006211873.

The amendment will cover improvements in the right-of-way of Lexington Street. The covered improvements do not reduce sight distance conditions or place unacceptable hazards in the clear recovery zone. TNR staff recommends approval of the proposed motion.

Budgetary and Fiscal Impacts:

Two Cashiers Check totaling \$12,000.00 have been posted as a security deposit for the licensed property that is described in the attached license agreement.

Issues and Opportunities:

In regards to the proposed License Agreement, "...the ASSOCIATION agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the ASSOCIATION's construction, maintenance or use of the Licensed Property." The Shadowglen HOA has provided insurance that adds Travis County as an additional insured for the improvements as described in the attached new Agreement. The improvements will maintain the 7' clear zone in order to adequately address the safety of the traveling public.

Required Authorizations:

The proposed License Agreement utilizes the standard form.

Exhibits:

- TNR Approval Letter (2)
- RAS Inspection Approval (2)
- TC MUD #2 Approval (2)
- List of streets (1)
- Requirements for Approval (2)
- License Agreement Amendment (1)
- Attached maps (5)

PS:DW:ps

1105 Shadowglen Phase 1, Section 12 & 13
1105 Shadowglen Phase 1, Lexington Street
1102 Shadowglen HOA License Agreement



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

APPROVAL OF CONSTRUCTION

DATE: August 6, 2008

DEVELOPER:

Shadowglen Residential
Community, Ltd
8015 Shoal Creek Blvd,
Suite 113
Austin, TX 78757

ENGINEER:

Turner, Collie, & Braden
Attn: Dan Edwards
400 West 15th
Street, Suite 500
Austin, TX 78653

SUBJECT: Shadowglen Phase 1, Sections 12 & 13

Effective this date, street and drainage construction within this project appears to be in conformance with the approved Construction Documents. This construction has entered into a one (1) year Performance Period. Prior to the end of this Period, Travis County will inspect the streets and/or drainage construction to determine if the subdivision appears to be in a condition substantially equal to that at the beginning of the Performance Period. If not, the developer/owner shall take corrective actions, which are acceptable to the County.

The Developer is required to maintain Performance Period fiscal of 10% of the actual street and drainage cost, until the end of the Performance Period, plus 100% of the un-constructed residential sidewalks until all of the sidewalks are constructed to Travis County Standards.

All items have been received

BY: *Lucious Henderson* 08-07-08
TNR Construction Inspector - Lucious Henderson

Paul Scoggins 8-12-08
TNR Engineering Specialist - Paul Scoggins

Scott Lambert, P.E.
TNR Road Maintenance - Scott Lambert

1102 fiscal file
1105 Subdivision File



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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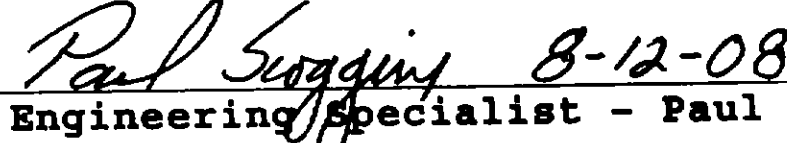
SUBJECT: Shadowglen Phase 1, Lexington Street

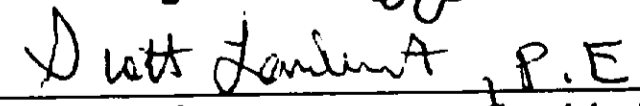
Effective this date, street and drainage construction within this project appears to be in conformance with the approved Construction Documents. This construction has entered into a one (1) year Performance Period. Prior to the end of this Period, Travis County will inspect the streets and/or drainage construction to determine if the subdivision appears to be in a condition substantially equal to that at the beginning of the Performance Period. If not, the developer/owner shall take corrective actions, which are acceptable to the County.

The Developer is required to maintain Performance Period fiscal of 10% of the actual street and drainage cost, until the end of the Performance Period, plus 100% of the un-constructed residential sidewalks until all of the sidewalks are constructed to Travis County Standards.

All items have been received

BY:  08 07-08
TNR Construction Inspector - Lucious Henderson

 8-12-08
TNR Engineering Specialist - Paul Scoggins

 P.E.
TNR Road Maintenance - Scott Lambert

1102 fiscal file
1105 Subdivision File

LONE STAR ACCESS, INC.

Accessibility Plan Reviews, Inspections and Consulting Services

Mr. Nathan Gentry
Cash Construction Co, Inc.
P.O. box 1279
Pflugerville, TX 78691

March 26, 2008

Re: Shadowglen Phase I Section 12 & 13
Shadowglen Trace Blvd.
Manor, TX 78653

EABPRJA7810209

CORRECTIVE MODIFICATIONS – NO VIOLATIONS

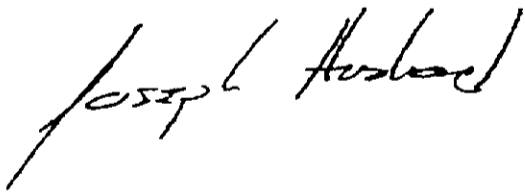
Dear Mr. Gentry:

Your submittal regarding the referenced submittal has been reviewed. We are pleased to inform you that all items cited in the inspection report now appear to be in substantial compliance with requirements of the Texas Government Code, Chapter 469.

The corrective modifications results will be forwarded to the Texas Department of Licensing and Regulation for issuance of the final approval letter. For newly constructed buildings and facilities, the Department will provide a Notice of Substantial Compliance (Certificate and Decal) to the owner upon receipt of a completed Notice of Substantial Compliance Request Form.

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

Sincerely,



Joseph Husband
Registered Accessibility Specialist

Note: The review of documents as contract documents and field inspections by this Registered Accessibility Specialist for the Texas Department of Licensing and Regulation (TDLR) is based on a best effort endeavor following instructions and license by TDLR. Plan review and/or inspection in no way warrants complete compliance with the Texas Accessibility Standards. By accepting this report the business, the professional, his employees, engineers, and client for whom the review or inspection is made agree to hold harmless and indemnify this Registered Accessibility Specialist and Lone Star Access, Inc from and against any liability arising from performance of the work.

LONE STAR ACCESS, INC.

Accessibility Plan Reviews, Inspections and Consulting Services

INSPECTION REPORT

The following report identifies deficiencies with the Texas Accessibility Standards (TAS). All items noted as "Violation" must be corrected to comply with the Architectural Barriers Act, Texas Government Code, Chapter 469.

Date of INSPECTION: 03/14/2008
Revised: 04/14/2008

PROJECT INFORMATION		
Project Name:	Shadowglen Phase 1 Section 12 & 13	EABPRJA7810209
Facility Name:	Shadowglen Phase 1 Section 12 & 13	
Project Address:	Shadowglen Trace Blvd.	
Project Scope:	4.1.2	
Project Description: Construction of new sidewalks and curb ramps in a residential subdivision. Elements installed and inspected include sidewalks on both sides of Lexington Street/Shadowglen Blvd extension, curb ramps and top landings at intersection of Lexington Street and Edwin Reinhardt Drive, curb ramps and top landings at the intersection of Edwin Reinhardt Drive and Craven Lane, curb ramps and top landings at the intersection of Craven Lane and Jonse Court, curb ramps and top landings at the intersection of Craven Lane and John Michael Lane, curb ramps and top landings at the intersection of Craven Lane and Christina Garza Drive, and the sidewalk constructed on the Lot 4 portion of Craven Lane cul-de-sac.		

Owner Information			
Name:	Shadowglen Residential Community Ltd.		
Address:	7676 Woodway, Suite 104		
City:	Houston	State: TX	Zip:78706

RAS Name: Joseph Husband	RAS Number: 0027
--------------------------	------------------

Comment: No Violations, per Inspection Response Form dated 03/26/2008.

Additional Comments:

1. Where item numbers are followed by an asterisk (*) reference the Appendix Section of the Texas Accessibility Standards for more information.
2. Reference the Texas Accessibility Standards for the corresponding figures that are listed in this report.
3. The Texas Accessibility Standards may be viewed on our website at www.lonestaraccess.com
4. Items noted as "unacceptable" or a "violation" which are beyond the scope of work for the Architect, Designer or Contractor shall be forwarded to the Owner for action.

End of report.

LONE STAR ACCESS, INC.

Accessibility Plan Reviews, Inspections and Consulting Services

SITE SURVEY REPORT

The following report identifies deficiencies with the Texas Accessibility Standards (TAS). All items noted as "Violation" must be corrected to comply with the Architectural Barriers Act, Texas Government Code, Chapter 469.

Date of Site Survey: 07/16/2008

PROJECT INFORMATION	
Project Name:	Shadowglen Phase One – Lexington
Project Address:	Lexington Street, Manor, TX
Project Description: Construction of new sidewalks and curb ramps in a residential subdivision. Elements installed and inspected include sidewalks on both sides of Lexington Street from Edwin Reinhardt Drive to the plat boundary of the subdivision, and curb ramps and top landings at the intersection of Lexington Street and Christina Garza Drive. All curb ramps and sidewalks indicated on the preliminary plan review plans were installed at the time of inspection.	

Owner Information			
Name:	Shadowglen Residential Community Ltd.		
Address:	7676 Woodway, Suite 104		
City:	Houston	State: TX	Zip:78706

RAS Name: Joseph Husband	RAS Number: 0027
Engineer: Turner, Collie & Braden, Inc.	Contact: Christopher R. Wolter

Comment: No violations found.

Additional Comments:

1. Where item numbers are followed by an asterisk (*) reference the Appendix Section of the Texas Accessibility Standards for more information.
2. Reference the Texas Accessibility Standards for the corresponding figures that are listed in this report.
3. The Texas Accessibility Standards may be viewed on our website at www.lonestaraccess.com
4. Items noted as "unacceptable" or a "violation" which are beyond the scope of work for the Architect, Designer or Contractor shall be forwarded to the Owner for action.

End of report.

SCHROEDER ENGINEERING COMPANY

1015 Bee Cave Woods, Suite 203
Austin, Texas 78746
Phone (512) 469-7990 Fax (512) 347-0998

April 2, 2008

Board of Directors
Travis County M.U.D. No. 2
c/o Armbrust & Brown, L.L.P.
100 Congress Avenue, Suite 1300
Austin, Texas 78701

Re: Travis County Municipal Utility District No. 2
ShadowGlen Phase 1 Sections 12 and 13

Dear Board Members:

I have now received all of the items required for the District's acceptance of the water, wastewater, and drainage facilities in the referenced subdivisions for operation and maintenance. As authorized by the Board, this letter serves as the District's approval and acceptance of the water, wastewater, and drainage facilities in the referenced subdivisions for operation and maintenance.

Sincerely,



Ken Schroeder, P.E.
District Engineer

cc: Sue Brooks Littlefield – Armbrust & Brown, L.L.P.
Margret Wingrove – Southwest Water Company
Danny Burnett – ShadowGlen Residential Community, Ltd.
Dan Edwards, P. E. – Turner Collie & Braden, Inc.

SCHROEDER ENGINEERING COMPANY

1015 Bee Cave Woods, Suite 203
Austin, Texas 78746
Phone (512) 469-7990 Fax (512) 347-0998

July 22, 2008

Board of Directors
Travis County M.U.D. No. 2
c/o Armbrust & Brown, L.L.P.
100 Congress Avenue, Suite 1300
Austin, Texas 78701

Re: Travis County Municipal Utility District No. 2
ShadowGlen Phase One Lexington Street

Dear Board Members:

I have now received all of the items required for the District's acceptance of the water and drainage facilities in the referenced subdivision for operation and maintenance. As authorized by the Board, this letter serves as the District's approval and acceptance of ShadowGlen Phase One Lexington Street for operation and maintenance.

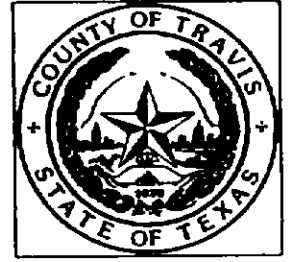
Sincerely,



Ken Schroeder, P.E.
District Engineer

cc: Sue Brooks Littlefield – Armbrust & Brown, L.L.P.
Margret Wingrove – Southwest Water Company
Danny Burnett – ShadowGlen Residential Community, Ltd.
Dan Edwards, P. E. – Turner Collie & Braden, Inc.

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE



SUBDIVISION
Mapsco No. 529H

Shadowglen Phase One, Section 12 & 13
Shadowglen Phase One, Lexington Street

Pct.# 1
Atlas No. L-11

SECTION 12 & 13 RECORDED AT DOC#200600387 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY 12/15/06
 LEXINGTON STREET RECORDED AT DOC#200600386 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY 12/15/06

TWO SUBDIVISIONS CONTAINING 6 STREETS AS LISTED BELOW:

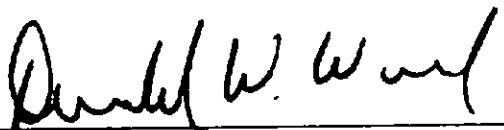
#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF WIDTH OF CURB &		
						PVMNT	PVMNT	GUTTER
PHASE ONE SECTION 12 & 13								
1	John Michael Lane	Intersection w/Craven Ln East to cul-de-sac w/Craven Ln	1410	0.27	50'	HMAC	30' F-F	YES
2	Craven Lane	John Michael Ln West ~1,671' to cul-de-sac at Lot 4, Blk N	1671	0.32	50'	HMAC	30' F-F	YES
3	Jonse Court	Craven Ln South to cul-de-sac	139	0.03	50'	HMAC	30' F-F	YES
4	Christina Garza Drive	Craven Ln North to Lexington Street	145	0.03	50'	HMAC	30' F-F	YES
5	Edwin Reinhardt Drive	Craven Ln North to Lexington Street	207	0.04	50'	HMAC	30' F-F	YES
6	Lexington Street	The overall length of 834', from Shadowglen Trace West to	190	0.04	90'	HMAC	2 @ 24' F-F	YES
6	Lexington Street	NE cor of Lot 11, Blk X	644	0.12	90'	HMAC	44' F-F	YES
PHASE ONE LEXINGTON STREET								
6	Lexington Street	NE cor of Lot 11, Blk X West to NW cor of Lot 3 Blk N - all bei within Shadowglen Phase 1, Section 12 & 13	1195	0.23	90'	HMAC	44' F-F	YES
Total Footage/Mileage			5601	1.06				

THE TOTAL NUMBER OF LOTS IN THESE SUBDIVISIONS - 71 & 0 respectively N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-6

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-6 TOTALING 1.06 MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 1.

2-Sep-08
 DATE


 Don Ward, PE
 Division Director
 Road Maintenance & Fleet Services

DP = DOUBLE PENETRATION
 HMAC = HOT MIX ASPHALT
 C = CONCRETE
 UPP = UNPAVED, PIT RUN
 UPS = UNPAVED, SELECT

DATE APPROVED BY COMMISSIONERS' COURT



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

**SHADOWGLEN PHASE 1, SECTION 12 & 13
REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF
STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997**

- 4/01/08 1. Professional Engineer's certification of quantities of work completed (**Engineer's Concurrence Letter**). § 82.401(c)(1)(A) § 82.604(c)(2)
- NA 2. Construction Summary Report, if in COA ETJ, **signed** by COA inspector. §82.604(c)(1)
- 4/3/08 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 4/03/08 4. Reproducible Plans, certified as "**Record Drawings**" or "**As-Builts**", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying **Stop Sign Warrant** sheets for each sign.
- TC will reduce 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4)
- NA 6. **If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- 4/14/08 7. A letter from a **Registered Accessibility Specialist** approving sidewalk construction, within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required at time of street acceptance for maintenance. § 82.202(q)(2)
- 8/7/08 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds, and sidewalks). § 82.401(c)(2)(C) **Road Maintenance will have to approve construction before recommending acceptance to Commissioners Court.**
- 4/3/08 9. Approval of other agencies and/or cities, **if in their ETJ**; Municipal or other Utility Districts.
- 8/11/08 10. License Agreement (**If there are private improvements in Public ROW.**)



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

**SHADOWGLEN PHASE 1, LEXINGTON STREET
 REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
 PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF
 STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997**

- 7/15/07 1. Professional Engineer's certification of quantities of work completed (**Engineer's Concurrence Letter**). § 82.401(c)(1)(A) § 82.604(c)(2)
- NA 2. Construction Summary Report, if in COA ETJ, **signed** by COA inspector. §82.604(c)(1)
- 7/15/07 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 7/15/07 4. Reproducible Plans, certified as "**Record Drawings**" or "**As-Builts**", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying **Stop Sign Warrant** sheets for each sign.
- TC will reduce 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4)
- NA 6. **If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- 7/22/08 7. A letter from a **Registered Accessibility Specialist** approving sidewalk construction, within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required at time of street acceptance for maintenance. § 82.202(q)(2)
- 8/7/08 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds, and sidewalks). § 82.401(c)(2)(C) **Road Maintenance will have to approve construction before recommending acceptance to Commissioners Court.**
- 7/22/08 9. Approval of other agencies and/or cities, **if in their ETJ**; Municipal or other Utility Districts.
- 8/11/08 10. License Agreement (**If there are private improvements in Public ROW.**)

SECOND AMENDMENT TO LICENSE AGREEMENT

STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

This Second Amendment to License Agreement (the "Second Amendment") is entered into effective as of the _____ day of _____, 2008, (the "Effective Date") by and between Travis County, Texas, a duly organized county and political subdivision of the State of Texas, (the "COUNTY") and the ShadowGlen Home Owner's Association Inc., a Texas non-profit corporation, (the "ASSOCIATION"), hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, the Parties entered into that certain License Agreement dated as of October 16, 2006 and recorded November 01, 2006 as Document No. 2006211873 in the Official Public Records of Travis County, Texas (the "License Agreement") whereby the COUNTY granted the ASSOCIATION a license to use those portions of the rights of way of roads dedicated to the COUNTY and located in ShadowGlen Residential Community, Phase One, a subdivision located in Travis County, being more particularly described in that certain plat (the "Section 1(A), 2 (A), 3(A), 4(A) Plat" and the "Section 4(B) Final Plat") recorded at 200300126 and 200300345, of the Plat Records of Travis County ("ShadowGlen Phase One Section 1(A), 2(A), 3(A), 4(A)," and "ShadowGlen Phase One Section 4 (B) Final Plat") defined in the License Agreement as the "Licensed Property; further, a First Amendment was entered into March 27, 2007 and recorded , April 11, 2007 as Document No. 2007065218 in the Official Public Records of Travis, County, Texas (the " First Amendment to the License Agreement") whereby the COUNTY extended the agreement with the ASSOCIATION for the ShadowGlen Residential Community.

WHEREAS, pursuant to the License Agreement, the COUNTY granted the ASSOCIATION permission to install, maintain and repair certain landscaping and improvements (defined in the License Agreement as the "Improvements") in the Licensed Property upon the terms and conditions set forth in the License Agreement; and

WHEREAS, the ASSOCIATION has requested and the COUNTY has agreed to expand the Licensed Property to include portions of the rights of way of roads dedicated to the PUBLIC and located in ShadowGlen, a subdivision located in Travis County, being more particularly described in that certain plat (the "Section 12 & 13 Final Plat," and " Lexington Street") recorded as Document No. 200700250 ("ShadowGlen Section 12 & 13" Final Plat and "Lexington Street" Final Plat); and

WHEREAS, the ASSOCIATION has requested and the COUNTY has agreed to grant the ASSOCIATION a license to construct, install and maintain such sidewalks, landscaping and irrigation systems as the Association deems advisable in the "Non-Vehicular Portions" (as defined below) of the right of way (the "Right of Way") of any road dedicated to the PUBLIC (each such road shall be defined herein as a "Dedicated Road" and all such roads shall be referred to herein collectively as the "Dedicated Roads") on the ShadowGlen Phase One Section

1(A), 2(A), 3(A), 4(A) Plat, ShadowGlen Phase One Section 4 (B) Final Plat, ShadowGlen Phase 2 ShadowGlen Trace Final Plat, ShadowGlen Phase 2 Section 14a Final Plat, ShadowGlen Phase 2 Section 15a Final Plat, ShadowGlen Phase 2 Section 15b, ShadowGlen Section 12 & 13 Final Plat and Lexington Street Final Plat; and

WHEREAS, the Parties desire to amend the License Agreement to (i) modify the definition of Subdivision to include Section 12 and Section 13; (ii) expand the definition of "Licensed Property" as set forth below; and (iii) modify the definition of "Improvements" to include the "Additional Improvements" (as defined below), all as set forth below.

NOW, THEREFORE, for security deposit in the amount of Twelve Thousand and No/100 Dollars (\$12,000.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the License Agreement is amended as follows:

1. The definition of "Subdivision" is hereby amended to include ShadowGlen Section 12 & 13 and Lexington Street in ShadowGlen, the location and configuration of which are shown on Exhibit "A" attached hereto and made a part hereof for all purposes. From and after the Effective Date, the License Agreement shall be deemed to include Exhibit "A" attached to this Second Amendment.
2. The Licensed Property is hereby amended to include the property shown on Exhibit "B" attached to the License Agreement as well as the Non-Vehicular Portions of the Right of Way of all Dedicated Roads in the Subdivision. As used herein, the term "Non-Vehicular Portions" shall mean the unpaved portion of the Right of Way for each Dedicated Road.
3. Words and phrases having defined meanings in the License Agreement shall have the same meaning in this Second Amendment unless expressly modified in this Second Amendment. All references to the License Agreement and First Amendment to License Agreement from and after the Effective Date shall be to the License Agreement as modified by this Second Amendment.
4. This Second Amendment may be executed in any number of counterparts, each of which so executed shall be deemed original; such counterparts together shall constitute but one agreement.
5. The Parties ratify and affirm the License Agreement in all respects as amended by this Second Amendment.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment on the dates of the acknowledgments set forth below to be effective as of the Effective Date.

TRAVIS COUNTY, TEXAS

By: _____
Printed Name: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2008, by _____ of Travis County, Texas, a duly organized county and political subdivision of the State of Texas, on behalf of said County.

(Seal)

Notary Public in and for the State of Texas

Printed/Typed Name

My commission expires: _____

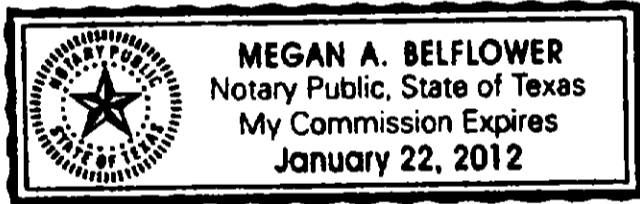
SHADOWGLEN HOMEOWNER'S
ASSOCIATION, INC., a Texas non-profit
corporation

By: *Danny Burnett*
Name: Danny Burnett
Title: Board Member
Authorized Representative

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 5th day of June, 2008, by Danny Burnett, Board Member of the ShadowGlen Homeowner's Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

(Seal)



Megan A. Belflower
Notary Public in and for the State of Texas

Megan A. Belflower
Printed/Typed Name

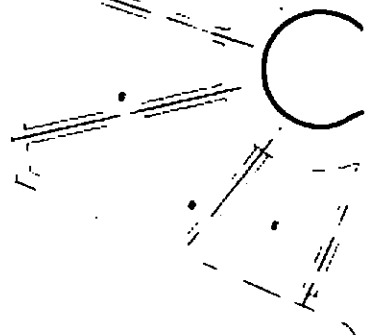
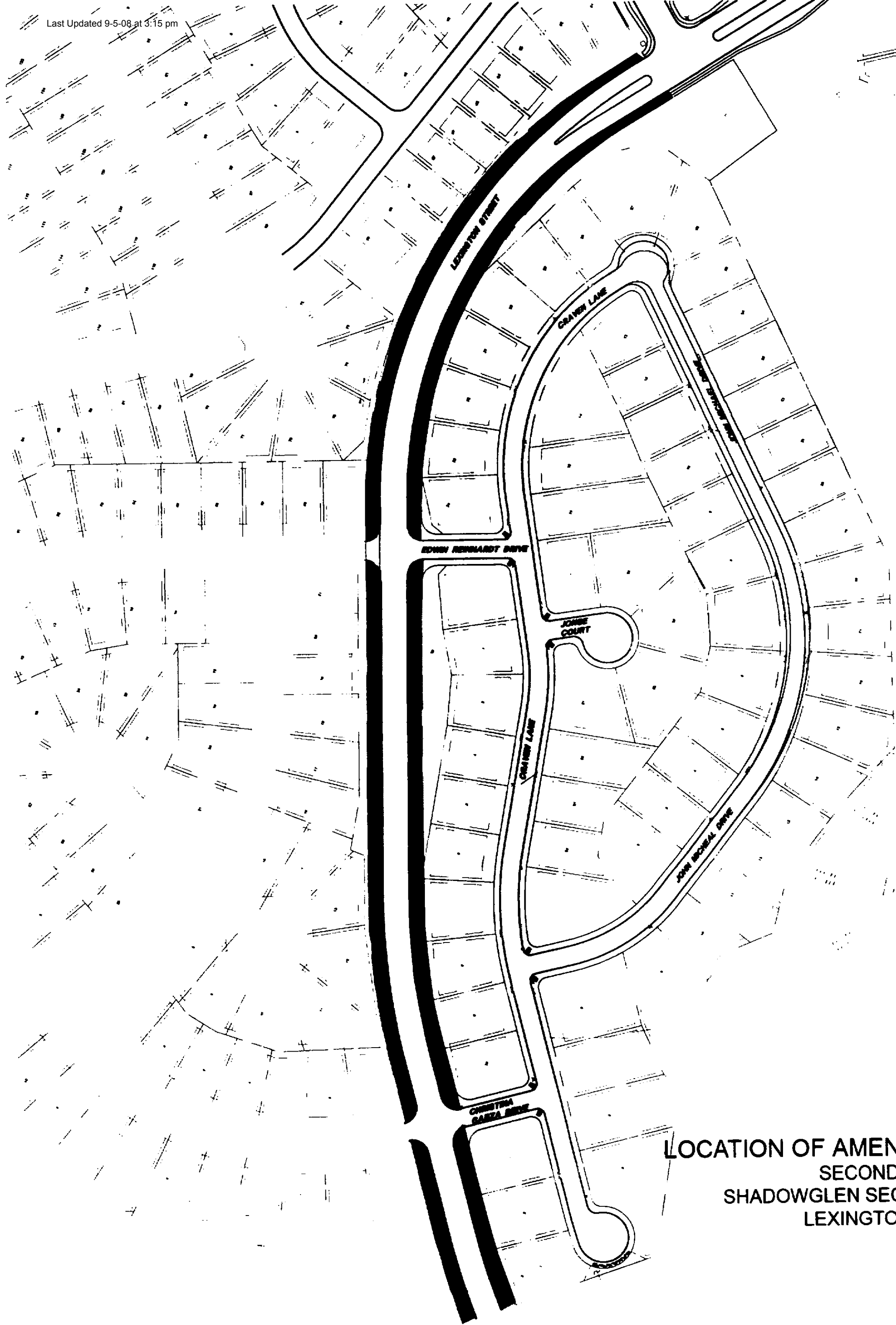
My commission expires: 01.22.2012

ADDRESS OF ASSOCIATION:

11149 Research, Suite 100
Austin, Texas 78759

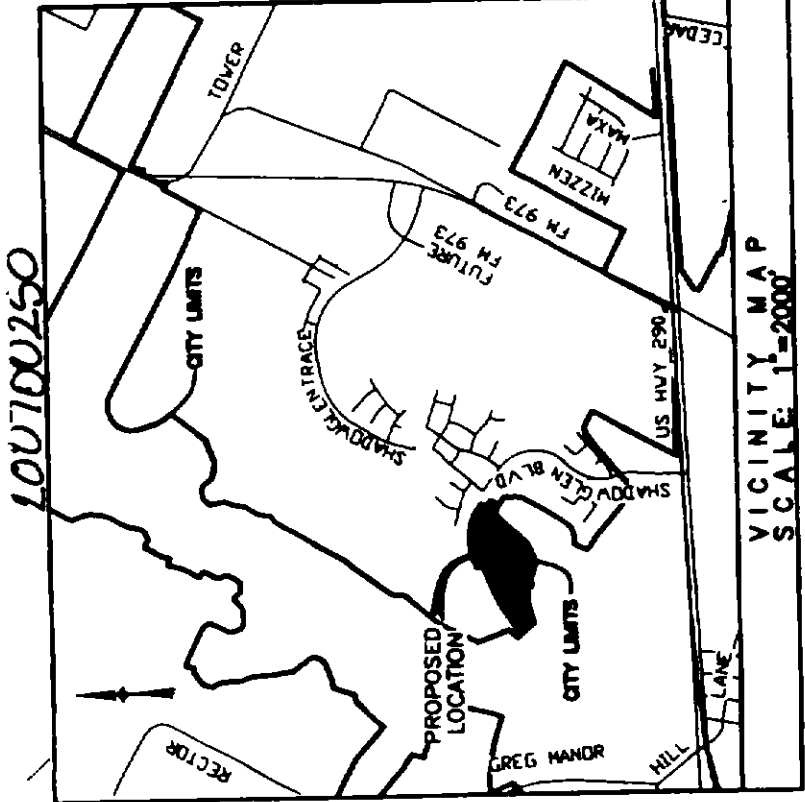
EXHIBIT A

Location of Amended Area



LOCATION OF AMENDED AREA
SECOND AMENDMENT
SHADOWGLEN SECTIONS 12&13
LEXINGTON EXTENSION
SCALE 1"=200'
← NORTH

EXHIBIT B
Plat of Subdivision



PROPOSED ACRES AND USAGE

NEW STREETS	LINEAR FEET	R.O.W. WIDTH
JOHN MICHAEL LANE/CHAVEN LANE	3081	50'
JONHE COURT	139	50'
CHRISTINA GARZA DRIVE	145	50'
EDWIN NEHRHARDT DRIVE	207	50'
LEWINGTON STREET	834	60'
TOTAL	4,406	0.245

ACRES	DESCRIPTION / USE
0.245	RESIDENTIAL LOTS BLOCK D
0.245	RESIDENTIAL LOTS BLOCK N
1.750	RESIDENTIAL LOTS BLOCK X
TOTAL	2.240

ACRES	DESCRIPTION / USE
0.024	OPEN SPACE 4 BLOCK N
0.313	OPEN SPACE 11 BLOCK X
0.021	OPEN SPACE 36 BLOCK N
0.207	OPEN SPACE 38 BLOCK N
1.288	OPEN SPACE 38 BLOCK N
TOTAL	18.433
TOTAL	24.668

SHADOWGLEN PHASE 1 SECTIONS 12 & 13 FINAL PLAT

24.668 TOTAL ACRES OUT OF 228.4626 ACRES OF
THE COTTONWOOD HOLDINGS, LTD. (2001189128).

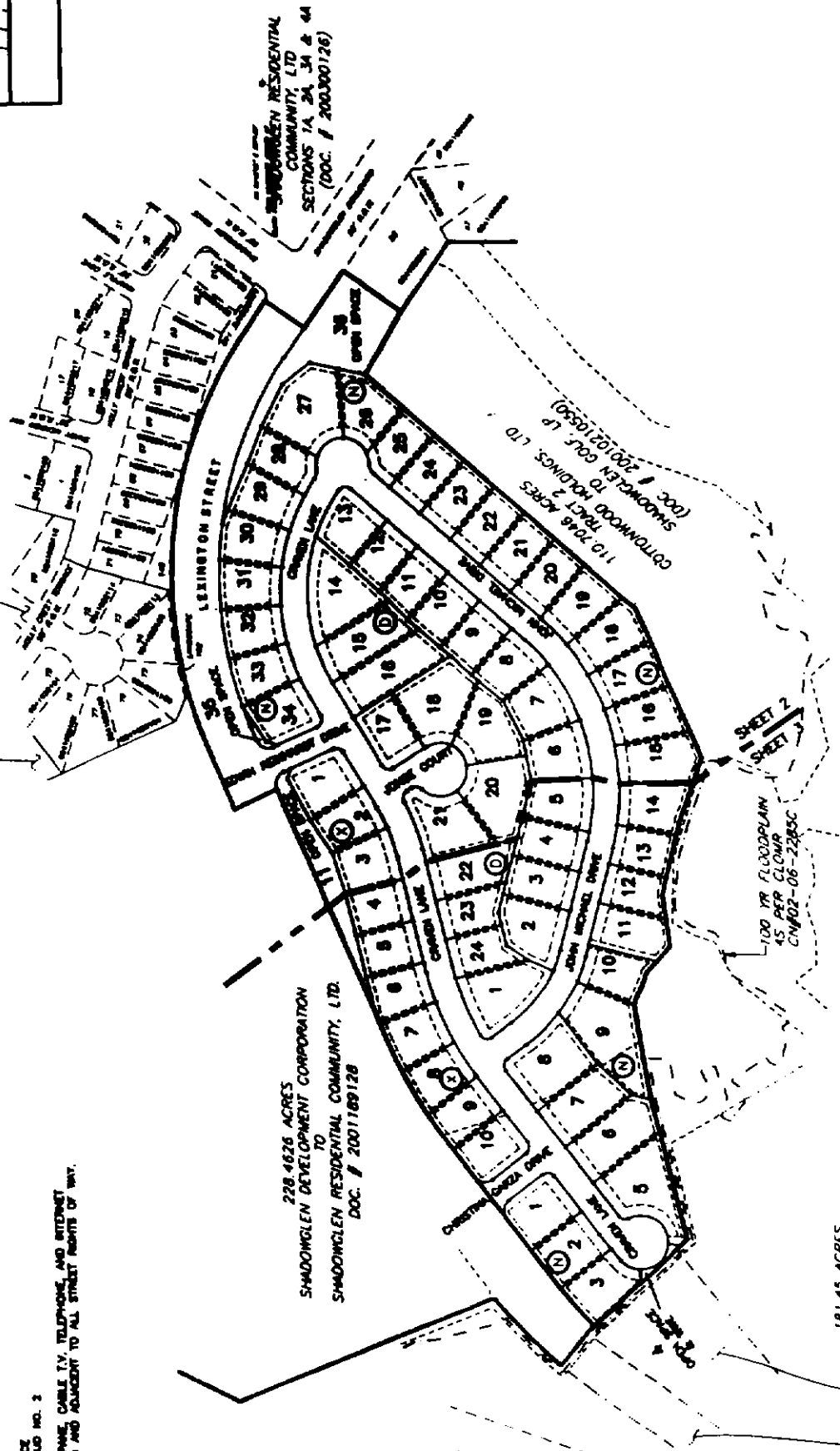
71 LOTS 3 BLOCKS

OWNER:
SHADOWGLEN RESIDENTIAL COMMUNITY, LTD
7878 WOODWAY, SUITE 104
HOUSTON, TEXAS 77063
PHONE (713) 988-6797
FAX (713) 974-2884

- LEGEND**
- SET IRON ROD
 - FOUND CONCRETE MONUMENT
 - FOUND IRON ROD
 - SIDEWALK

SCALE: 1"=200'

- NOTES:**
- BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE DESIGN GUIDELINES OF SHADOWGLEN RESIDENTIAL COMMUNITIES, LTD AND HILL/CITY ORDINANCES.
 - LOT SETBACKS:
 - FRONT YARD SETBACK 20 FT.
 - REAR YARD SETBACK 10 FT.
 - REAR YARD SETBACK 10 FT.
 - WATER SERVICE AND WASTEWATER SERVICE TO BE PROVIDED BY TRAVIS COUNTY BLDG. NO. 2.
 - A 18" ELECTRICAL, NATURAL GAS, PROGRAMME CABLE T.V. TELEPHONE, AND INTERNET CABLEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.

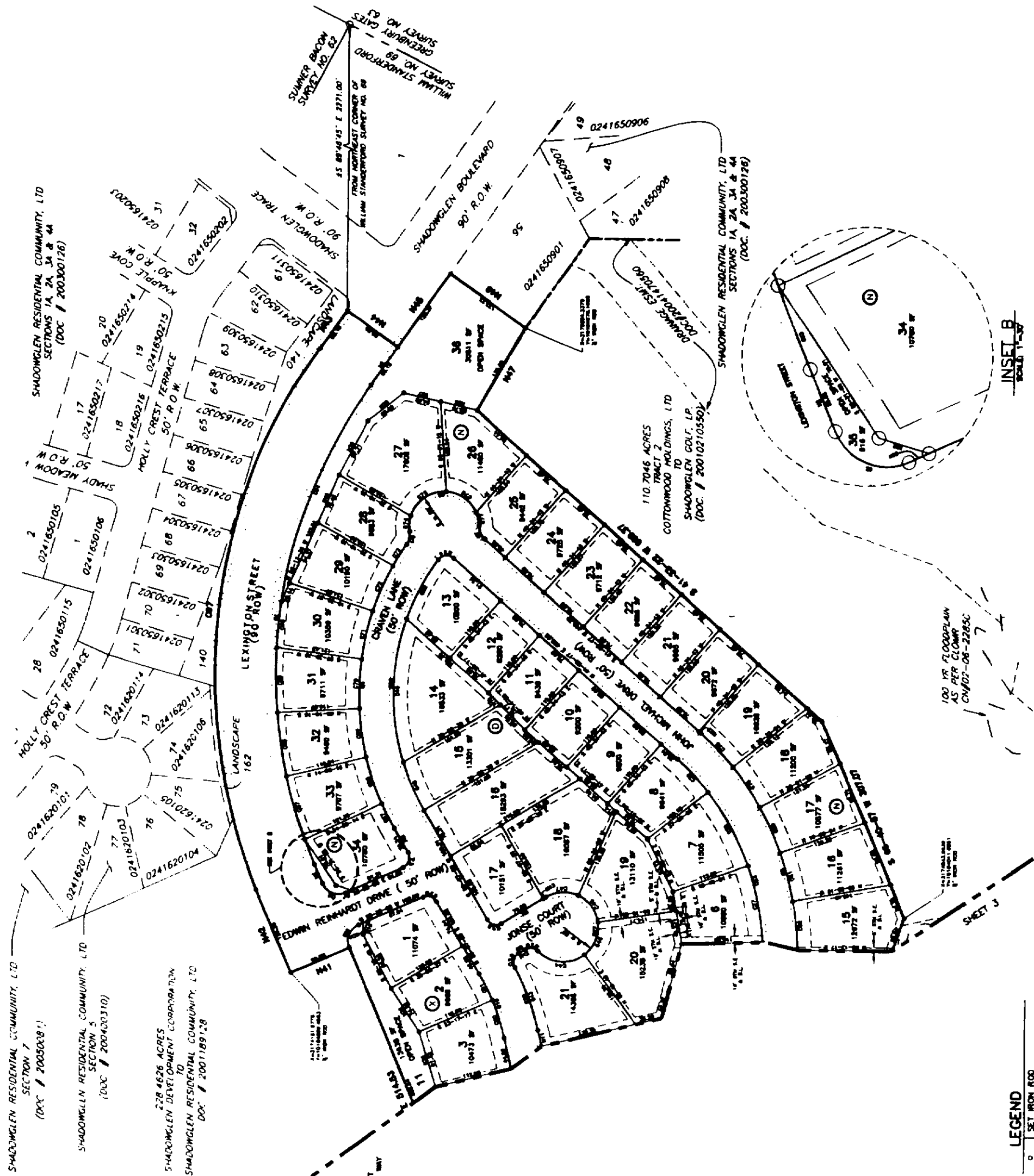


TCB

TCB
400 WEST 15th STREET, SUITE 500
AUSTIN, TEXAS 78701
T 512.472.4519
JOB NO. 60004721 OCTOBER 2006

SURVEYOR
SURVCON INC.
400 WEST 15th STREET, SUITE 1030
AUSTIN, TEXAS 78701
(512) 457-7870 FAX (512) 320-0898
SURVCON INC.
PROFESSIONAL SURVEYORS

200700250



SHADOWGLEN PHASE 1
SECTION 12 & 13
FINAL PLAT
SHEET 2 OF 5

100 YR FLOODPLAIN
AS PER CLMAY
CM/07-08-2285C

INSET B
SCALE 1"=100'

LEGEND
○ SET IRON ROD
● FOUND CONCRETE MONUMENT
● FOUND IRON ROD
— SIDEWALK

SCALE: 1"=100'

- NOTES:
1. BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE DESIGN GUIDELINES OF SHADOWGLEN RESIDENTIAL COMMUNITIES, LTD AND HIS/HER ASSOCIATE.
 2. LOT SETBACK REQUIREMENTS:
FRONT YARD SETBACK 30 FT.
SIDE YARD SETBACK 5 FT.
STREET SIDE YARD SETBACK 15 FT.
REAR YARD SETBACK 10 FT.
 3. WATER SERVICE AND WASTEWATER SERVICE WILL BE PROVIDED BY TRIMBLE COUNTY ROAD NO. 3.
 4. A 18" ELECTRICAL METER, GAS METER, CABLE TV TELEPHONE, AND INTERNET CABLEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.

SHADOWGLEN PHASE 1, PROPERTY OWNERS

LOT NUMBER	OWNER
0241620101	ROY G. JUNKER
0241620102	STEPHEN K. COFF
0241620103	ATLANTIC HOMES
0241620104	TRILBY WINDSOR
0241620105	ANN AMYNTROPOULOS LTD
0241620106	ANN AMYNTROPOULOS LTD
0241620107	WILSON & DENISE L. HARRINGTON
0241620108	SHADOWGLEN RESIDENTIAL
0241620109	SHADOWGLEN RESIDENTIAL
0241620110	SHADOWGLEN RESIDENTIAL
0241620111	SHADOWGLEN RESIDENTIAL
0241620112	SHADOWGLEN RESIDENTIAL
0241620113	SHADOWGLEN RESIDENTIAL
0241620114	SHADOWGLEN RESIDENTIAL
0241620115	SHADOWGLEN RESIDENTIAL
0241620116	SHADOWGLEN RESIDENTIAL
0241620117	SHADOWGLEN RESIDENTIAL
0241620118	SHADOWGLEN RESIDENTIAL
0241620119	SHADOWGLEN RESIDENTIAL
0241620120	SHADOWGLEN RESIDENTIAL
0241620121	SHADOWGLEN RESIDENTIAL
0241620122	SHADOWGLEN RESIDENTIAL
0241620123	SHADOWGLEN RESIDENTIAL
0241620124	SHADOWGLEN RESIDENTIAL
0241620125	SHADOWGLEN RESIDENTIAL
0241620126	SHADOWGLEN RESIDENTIAL
0241620127	SHADOWGLEN RESIDENTIAL
0241620128	SHADOWGLEN RESIDENTIAL
0241620129	SHADOWGLEN RESIDENTIAL
0241620130	SHADOWGLEN RESIDENTIAL
0241620131	SHADOWGLEN RESIDENTIAL
0241620132	SHADOWGLEN RESIDENTIAL
0241620133	SHADOWGLEN RESIDENTIAL
0241620134	SHADOWGLEN RESIDENTIAL
0241620135	SHADOWGLEN RESIDENTIAL
0241620136	SHADOWGLEN RESIDENTIAL
0241620137	SHADOWGLEN RESIDENTIAL
0241620138	SHADOWGLEN RESIDENTIAL
0241620139	SHADOWGLEN RESIDENTIAL
0241620140	SHADOWGLEN RESIDENTIAL
0241620141	SHADOWGLEN RESIDENTIAL
0241620142	SHADOWGLEN RESIDENTIAL
0241620143	SHADOWGLEN RESIDENTIAL
0241620144	SHADOWGLEN RESIDENTIAL
0241620145	SHADOWGLEN RESIDENTIAL
0241620146	SHADOWGLEN RESIDENTIAL
0241620147	SHADOWGLEN RESIDENTIAL
0241620148	SHADOWGLEN RESIDENTIAL
0241620149	SHADOWGLEN RESIDENTIAL
0241620150	SHADOWGLEN RESIDENTIAL

200700250

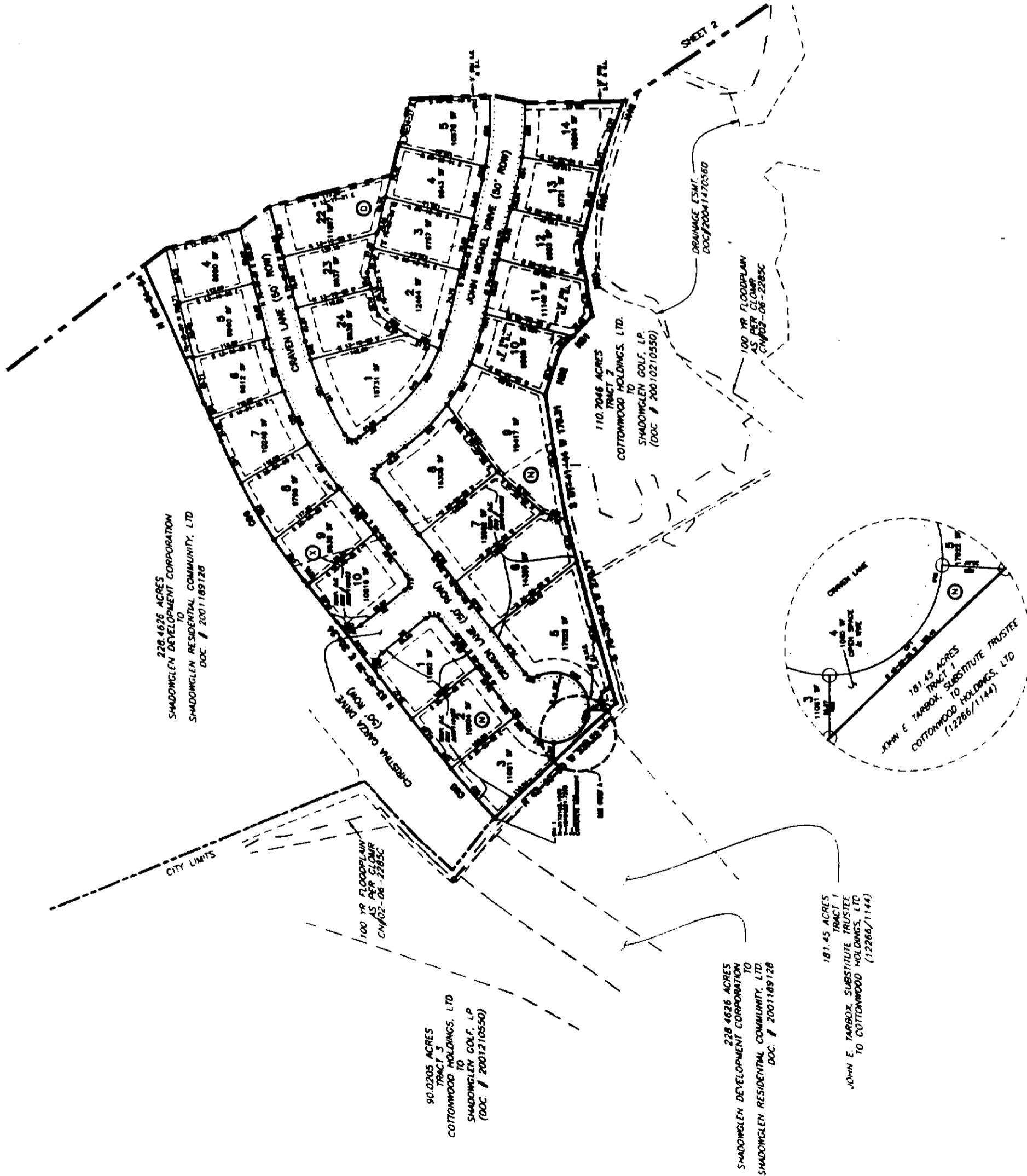


SCALE: 1"=100'

- NOTES:
1. BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE DEEDS GUIDELINES OF SHADOWGLEN RESIDENTIAL COMMUNITY, LTD AND MAY/VARY AROUND.
 2. LOT SETBACK DIMENSIONS:
FRONT YARD SETBACK 20 FT.
SIDE YARD SETBACK 5 FT.
STREET SIDE YARD SETBACK 15 FT.
REAR YARD SETBACK 10 FT.
 3. UTILITY SERVICES AND INTERFERING SERVICES WILL BE PROVIDED BY TARRANT COUNTY S.D.O. NO. 2.
 4. A 1/4" ELECTRICAL, METERS, AND FIREWORKS CABLE TV, TELEPHONE, AND INTERNET CABLES ARE TO BE INSTALLED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY. CABLES ARE TO BE INSTALLED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.

- LEGEND
- SET IRON ROD
 - SET CONCRETE MONUMENT
 - FOUND IRON ROD
 - SIDEWALK

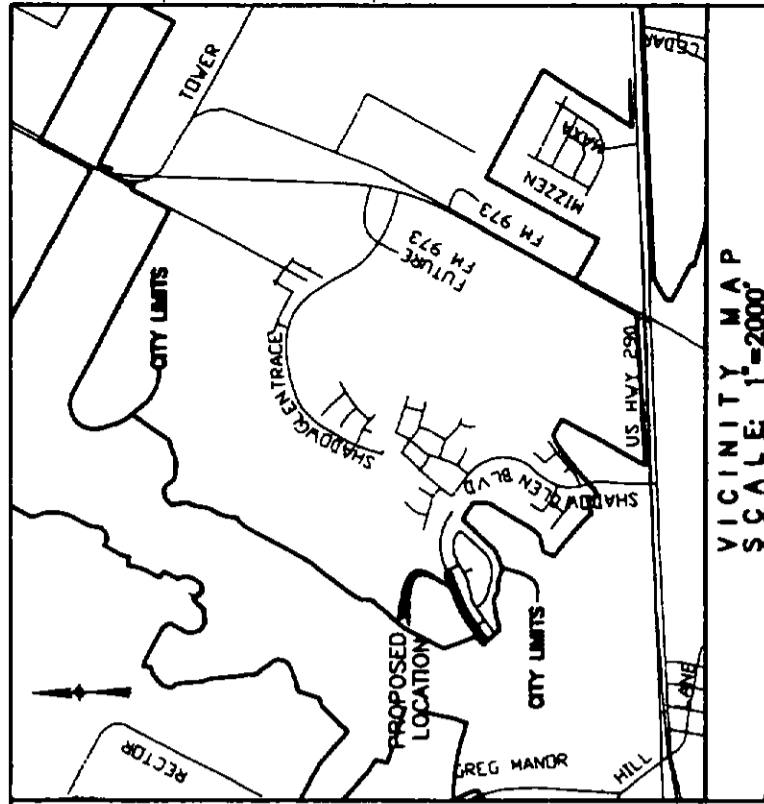
SHADOWGLEN PHASE 1
SECTION 12 & 13
FINAL PLAT
SHEET 3 OF 5



200700250

SHADOWGLEN PHASE 1
SECTIONS 12 & 13
FINAL PLAT
SHEET 4 OF 5

NOTE	DISTANCE OR ARC LENGTH	BEARING OR DELTA	RADIUS	NOTE	ARC LENGTH	DELTA	RADIUS	BEARING	CHORD DISTANCE
1	64.18	M64-25-00W	705.00	1	71.77	58-38-18	705.00	M63-45-20W	890.81
2	26.84	M65-04-54W	25.00	2	39.38	80-18-07	25.00	M71-44-28W	35.44
3	36.24	M66-07-23E	25.00	3	25.53	87-30-34	15.00	M72-07-30E	22.84
4	40.81	M67-13-10W	375.00	4	430.40	85-45-34	15.00	M77-06-50E	407.18
5	80.00	M68-06-22W	25.00	5	19.22	44-02-56	25.00	M77-08-30E	18.78
6	80.00	M69-06-22W	25.00	6	184.74	108-46-36	50.00	M80-04-30E	99.71
7	44.80	M70-06-22E	25.00	7	21.03	48-11-23	25.00	M80-30-00W	20.41
8	71.89	M71-03-18E	289.00	8	472.70	83-36-33	425.00	M85-15-04W	448.28
9	11.10	M72-03-37E	15.00	9	202.88	38-21-05	289.00	M85-14-17W	194.72
10	24.67	M73-03-37E	15.00	10	23.82	81-23-08	15.00	M81-14-48W	21.47
11	11.10	M74-03-37E	15.00	11	201.80	78-42-08	15.00	M73-42-34W	19.02
12	23.86	M75-03-37E	15.00	12	63.44	254-20-52	60.00	M78-28-00W	78.68
13	11.10	M76-03-37E	15.00	13	23.86	4-31-17	60.00	M80-03-30E	63.48
14	3.89	M77-03-37E	25.00	14	21.80	90-00-00	15.00	M80-03-30E	21.21
15	16.82	M78-03-37E	25.00	15	39.27	90-00-00	25.00	M81-56-23W	35.34
16	24.31	M79-03-37E	15.00	16	23.86	90-00-00	15.00	M81-56-23W	35.34
17	20.48	M80-03-37E	15.00	17	218.91	23-40-18	925.00	M84-03-48E	218.37
18	17.87	M81-03-37E	15.00	18	99.89	17-38-34	325.00	M87-06-40E	99.48
19	4.36	M82-03-37E	15.00	19	21.80	82-28-26	15.00	M87-06-40E	18.78
20	9.25	M83-03-37E	24.00	20	39.15	88-43-03	25.00	M88-13-34W	33.27
21	24.38	M84-04-04E	375.00	21	186.33	38-21-08	240.00	M88-13-34W	188.04
22	21.81	M85-04-04E	15.00	22	418.80	63-38-33	375.00	M73-15-04E	385.50
23	3.31	M86-04-04E	15.00	23	24.80	85-08-33	15.00	M73-15-04E	22.14
24	21.08	M87-04-04E	15.00	24	381.17	87-11-22	325.00	M73-15-04E	389.85
25	48.83	M88-04-04E	15.00	25	222.98	258-38-28	15.00	M74-07-23W	21.21
26	26.87	M89-04-04E	15.00	26	20.07	78-38-27	15.00	M74-07-23W	18.81
27	20.44	M90-04-04E	15.00	27	22.84	87-13-44	15.00	M74-28-29W	20.89
28	34.41	M91-04-04E	15.00	28	87.12	14-80-18	375.00	M74-28-29W	78.45
29	26.87	M92-04-04E	15.00	29	143.41	17-17-54	475.00	M82-32-04W	142.88
30	18.04	M93-04-04E	15.00	30	24.87	84-58-19	15.00	M86-00-01W	94.85
31	20.44	M94-04-04E	15.00	31	64.74	17-03-16	325.00	M86-00-01W	142.88
32	20.44	M95-04-04E	15.00	32	41.48	9-43-13	240.00	M82-12-63W	94.38
33	81.33	M96-04-04E	15.00	33	17.81	2-43-18	375.00	M70-04-03E	17.81
34	23.81	M97-04-04E	15.00	34	101.73	15-23-36	375.00	M80-24-44E	101.42
35	8.74	M98-04-04E	15.00	35	111.47	17-01-53	375.00	M80-24-44E	118.08
36	65.08	M99-04-04E	15.00	36	65.83	10-03-28	375.00	M80-24-44E	65.74
37	75.46	M100-04-04E	15.00	37	129.43	28-38-42	240.00	M80-24-44E	125.42
38	18.04	M101-04-04E	15.00	38	116.96	14-08-29	475.00	M80-24-44E	118.84
39	75.46	M102-04-04E	15.00	39	24.40	3-11-29	375.00	M80-24-44E	24.44
40	128.26	M103-04-04E	15.00	40	72.38	62-57-10	50.00	M80-18-18E	94.82
41	128.26	M104-04-04E	15.00	41	53.38	81-17-46	50.00	M80-18-18E	94.82
42	128.26	M105-04-04E	15.00	42	53.38	81-17-46	50.00	M80-18-18E	94.82
43	128.26	M106-04-04E	15.00	43	53.38	81-17-46	50.00	M80-18-18E	94.82
44	128.26	M107-04-04E	15.00	44	53.38	81-17-46	50.00	M80-18-18E	94.82
45	128.26	M108-04-04E	15.00	45	53.38	81-17-46	50.00	M80-18-18E	94.82
46	128.26	M109-04-04E	15.00	46	53.38	81-17-46	50.00	M80-18-18E	94.82
47	128.26	M110-04-04E	15.00	47	53.38	81-17-46	50.00	M80-18-18E	94.82
48	128.26	M111-04-04E	15.00	48	53.38	81-17-46	50.00	M80-18-18E	94.82
49	128.26	M112-04-04E	15.00	49	53.38	81-17-46	50.00	M80-18-18E	94.82
50	128.26	M113-04-04E	15.00	50	53.38	81-17-46	50.00	M80-18-18E	94.82
51	128.26	M114-04-04E	15.00	51	53.38	81-17-46	50.00	M80-18-18E	94.82
52	128.26	M115-04-04E	15.00	52	53.38	81-17-46	50.00	M80-18-18E	94.82



VICINITY MAP
SCALE: 1"=2000'

SHADWIGLEN PHASE 1 LEXINGTON STREET FINAL PLAT

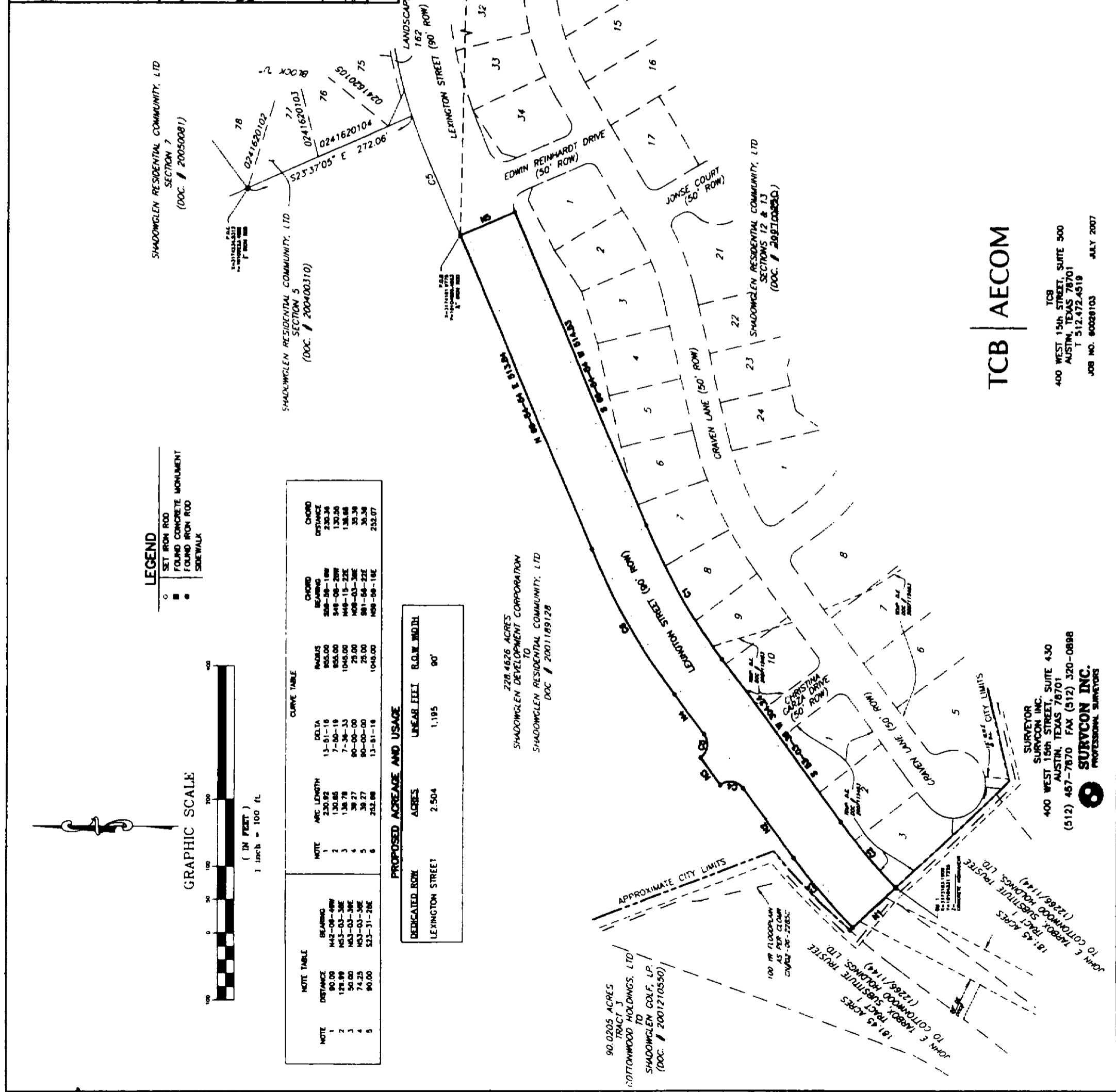
2.504 TOTAL ACRES OUT OF 228.4626 ACRES OF THE
COTTONWOOD HOLDINGS, LTD. (2001189128).

OWNER
SHADWIGLEN RESIDENTIAL COMMUNITY, LTD
7676 WOODWAY, SUITE 104
HOUSTON, TEXAS 77063
PHONE (713) 888-6767
FAX (713) 874-3894

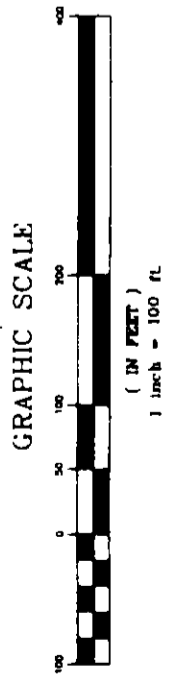
SHADWIGLEN RESIDENTIAL COMMUNITY, LTD
SECTION 7
(DOC. # 20050081)

SHADWIGLEN RESIDENTIAL COMMUNITY, LTD
SECTION 5
(DOC. # 200400310)

SHADWIGLEN RESIDENTIAL COMMUNITY, LTD
SECTIONS 12 & 13
(DOC. # 200100200)



LEGEND
○ SET IRON ROD
■ FOUND CONCRETE MONUMENT
● FOUND IRON ROD
● SIDEWALK



NOTE	BEARING	ARC LENGTH	DELTA	CHORD BEARING	CHORD DISTANCE
1	M42-04-49W	230.92	13-01-16	S08-58-16W	230.34
2	M43-03-36E	130.85	7-50-19	S48-08-20W	130.50
3	M43-03-36E	136.78	7-34-33	M48-15-22E	136.68
4	M43-03-36E	38.27	90-00-00	N08-03-36E	35.38
5	M43-03-36E	38.27	90-00-00	S81-54-22E	35.38
6	S53-31-28E	232.88	13-01-16	N08-59-16E	232.07

PROPOSED ACREAGE AND USAGE

DEDICATED ROW	ACRES	LINEAR FEET	R.O.W. WIDTH
LEXINGTON STREET	2.504	1,195	90'

228.4626 ACRES
SHADWIGLEN DEVELOPMENT CORPORATION
TO
SHADWIGLEN RESIDENTIAL COMMUNITY, LTD
DOC. # 2001189128

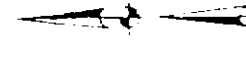
TCB | AECOM

400 WEST 15th STREET, SUITE 300
AUSTIN, TEXAS 78701
T 512.472.4519
JOB NO. 60028103 JULY 2007

SURVEYOR
SURVCON INC., SUITE 430
400 WEST 15th STREET, SUITE 430
AUSTIN, TEXAS 78701
(512) 457-7870 FAX (512) 320-0898

SURVCON INC.
PROFESSIONAL SURVEYORS

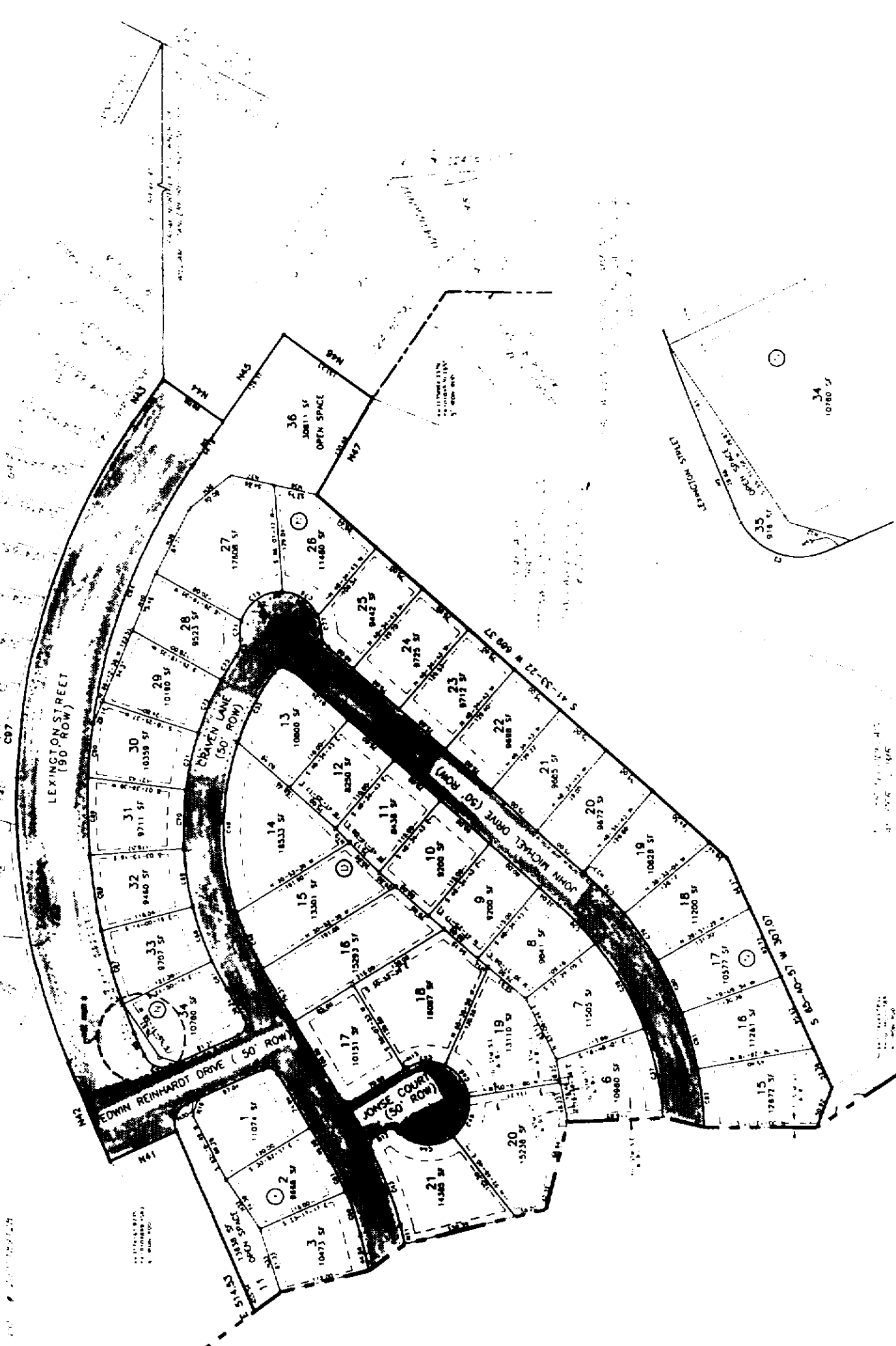
20080007



SCALE 1" = 100'

- NOTES
- BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE DESIGN GUIDELINES OF SHADOWGLEN RESIDENTIAL COMMUNITIES LTD AND HIS/HER ASSIGNS
 - LOT SLIDBACK REQUIREMENTS
 - FRONT YARD SETBACK 20 FT
 - REAR YARD SETBACK 10 FT
 - STREET SIDE YARD SETBACK 10 FT
 - REAR YARD SETBACK 10 FT
 - WATER SERVICE AND WASTEWATER SERVICE SHALL BE PROVIDED BY TRAVIS COUNTY ROAD NO. 7
 - ALL ELECTRICAL, NATURAL GAS, PROPHONE, CABLE TV, TELEPHONE, AND INTERNET FACILITIES TO BE LAYED OUT ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY

THIS PLAN IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. THE ARCHITECT ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT OR FOR THE CONSEQUENCES OF ANY ACTION TAKEN OR NOT TAKEN IN RELIANCE ON THIS PLAN. THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AS SHOWN ON THIS PLAN. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT OR FOR THE CONSEQUENCES OF ANY ACTION TAKEN OR NOT TAKEN IN RELIANCE ON THIS PLAN. THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AS SHOWN ON THIS PLAN.



INSET B
SCALE 1" = 30'

SHADOWGLEN PHASE 1
SECTION 12 & 13
FINAL PLAN
SHEET 2 OF 5

- LEGEND
- SETBACK
 - FOUND CONCRETE MURKUM
 - FOUND POH KIN
 - FOR WAY



SCALE 1" = 100'

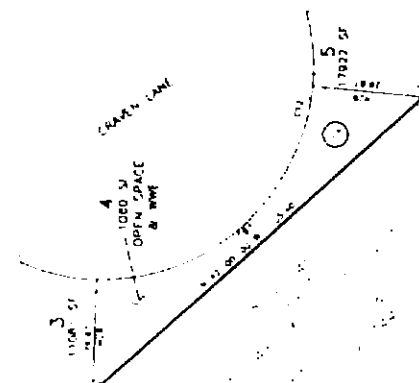
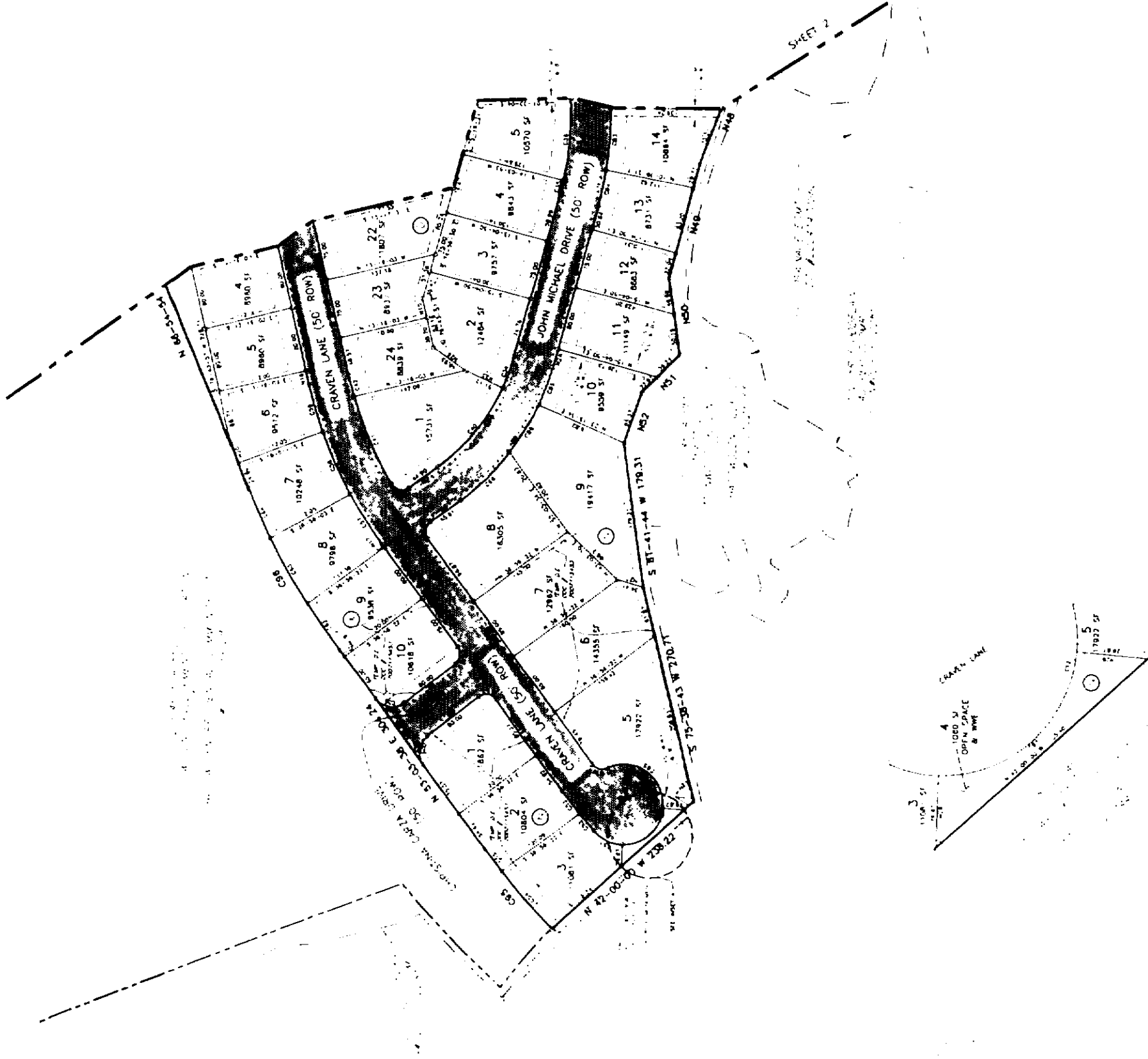
NOTES

1. BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE DESIGN GUIDELINES OF SHADOWGLEN RESIDENTIAL COMMUNITIES LTD AND RES/NEP ASSUMES
2. LOT SETBACK REQUIREMENTS
 FRONT YARD SETBACK 20 FT
 SIDE YARD SETBACK 5 FT
 STREET SETBACK 15 FT
 REAR YARD SETBACK 10 FT
3. WATER SERVICE AND WASTEWATER SERVICE WILL BE PROVIDED BY TRAVIS COUNTY MUD NO 2
4. ALL ELECTRICAL, NATURAL GAS, PROPANE, CABLE TV, TELEPHONE, AND INTERNET CABLEMENTS SHALL BE LOCATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY

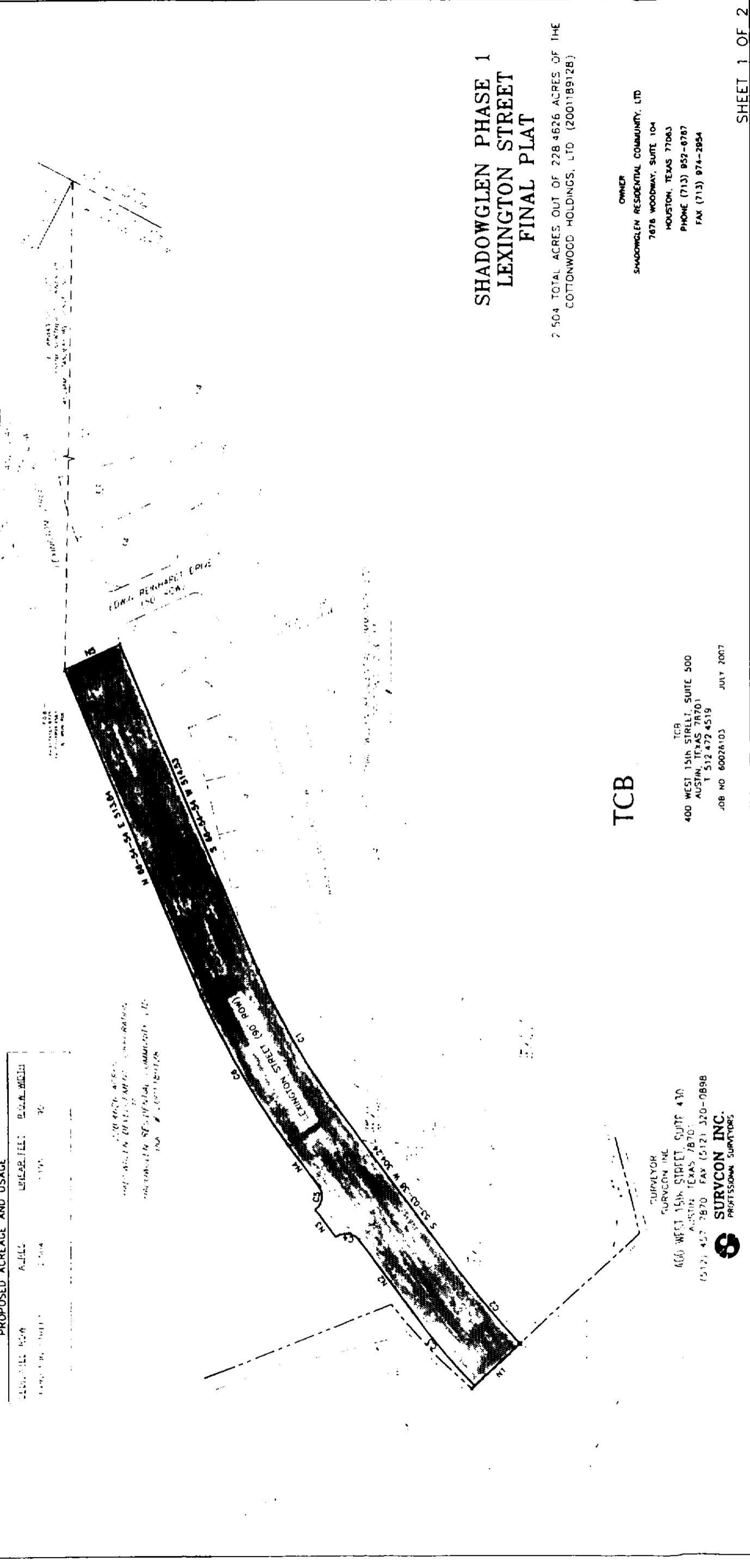
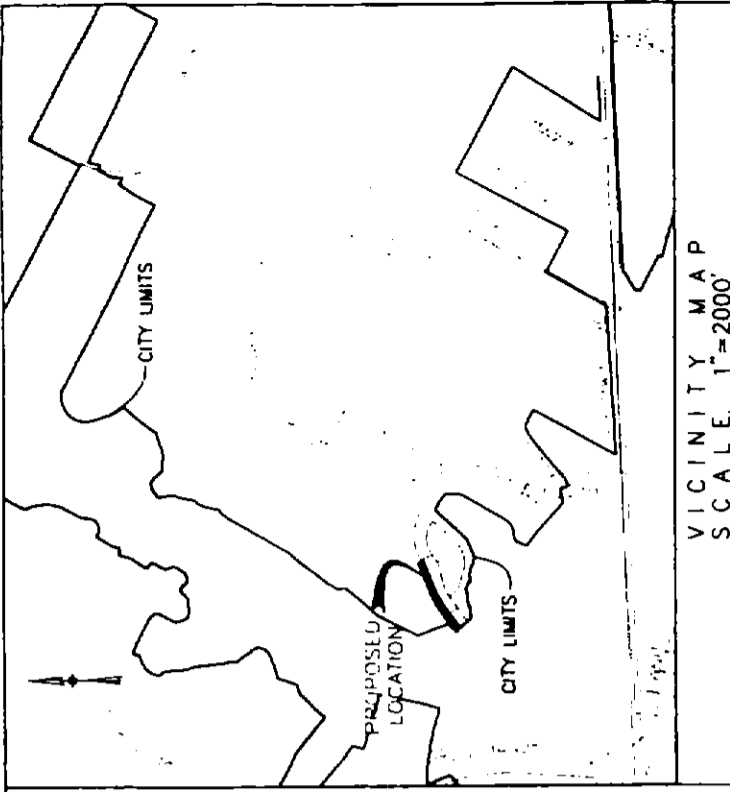
LEGEND

- SEWER MAIN
- SET CONCRETE MINIMUM
- FOUND. BRM. RHT
- SIDEWALK

SHADOWGLEN PHASE 1
 SECTION 12 & 13
 FINAL PLAT
 SHEET 3 OF 5



INSET A
 SCALE 1" = 200'



- LEGEND**
- 4" IRON ROD
 - 1" IRON ROD
 - FOUND CONCRETE MONUMENT
 - FOUND IRON ROD
 - 1" SIDEWALK



STATION	BEARING	DISTANCE	CURVE	BEARING	DISTANCE
1	S 52° 50' 15" W	230.35		S 52° 50' 15" W	230.35
2	S 89° 00' 28" W	130.45		S 89° 00' 28" W	130.45
3	S 89° 00' 28" W	130.45		S 89° 00' 28" W	130.45
4	S 89° 00' 28" W	130.45		S 89° 00' 28" W	130.45
5	S 89° 00' 28" W	130.45		S 89° 00' 28" W	130.45
6	S 89° 00' 28" W	130.45		S 89° 00' 28" W	130.45
7	S 89° 00' 28" W	130.45		S 89° 00' 28" W	130.45
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50	S 89° 00' 28" W	130.45		S 89° 00' 28" W	130.45

PROPOSED ACREAGE AND USAGE

ACREAGE	USAGE	FEET	FEET	FEET
2.504	RESIDENTIAL	230.35	130.45	230.35

EDWARD BENHARDT (P/R) AND SONS

SHADOWGLEN PHASE 1 LEXINGTON STREET FINAL PLAT

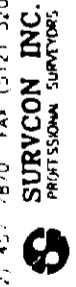
2.504 TOTAL ACRES OUT OF 228.4626 ACRES OF THE
COTTONWOOD HOLDINGS, LTD (2001189128)

OWNER
SHADOWGLEN RESIDENTIAL COMMUNITY, LTD
7878 WOODWAY, SUITE 104
HOUSTON, TEXAS 77063
PHONE (713) 952-0767
FAX (713) 974-2854

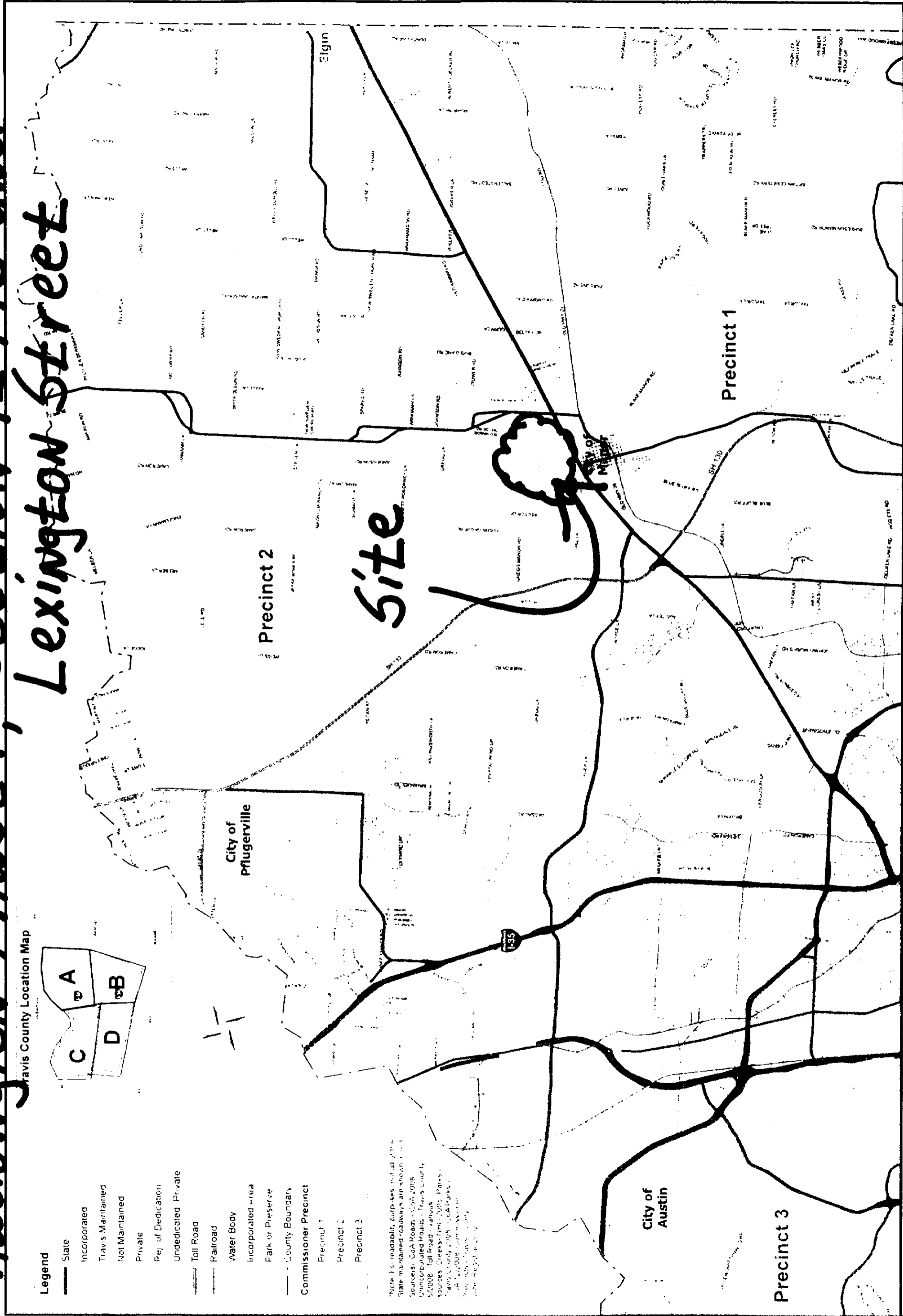
TCB

TCB
400 WEST 15TH STREET, SUITE 500
AUSTIN, TEXAS 78701
T 512 472 4519
JOB NO 60076103 JULY 2007

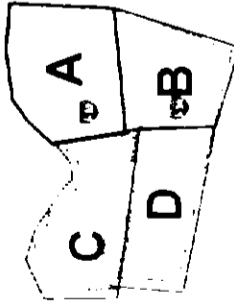
SURVEYOR
SURVCON INC
400 WEST 15TH STREET, SUITE 430
AUSTIN, TEXAS 78701
(512) 472-7870 FAX (512) 320-0898



Shadowglen Phase 1, Section 12 & 13 and Lexington Street



Travis County Location Map



- Legend**
- State
 - Incorporated
 - Travis Maintained
 - Not Maintained
 - Private
 - Proj. of Dedication
 - Undedicated Private
 - Toll Road
 - Railroad
 - Water Body
 - Incorporated Area
 - Park or Preserve
 - County Boundary
 - Commissioner Precinct
 - Precinct 1
 - Precinct 2
 - Precinct 3

Note: For readability purposes, not all of the state-maintained roadways are shown on this map. Sources: CoA Roadway - CoA 2008; Unincorporated Roadway - Travis County 5/2008; Toll Road - various; Precincts - Travis County 2008; City of Pflugerville - City of Pflugerville 2008; City of Austin - City of Austin 2008; Precincts - Travis County 2008; Precincts - Travis County 2008.

Map Disclaimer: This map was created by the Travis County Geographic Information System (GIS) and is intended for informational purposes only. The data is provided "as is" with no warranty of any kind, including accuracy, reliability, or completeness. The data is not intended for use in any legal proceeding.

Feet Scale

1 inch equals 1,000 feet
1 centimeter equals 25.4 feet

0 1 Miles

Map Prepared by: Travis County
Dept. of Transportation & Natural Resources
Date: 6/9/2008
http://www.co.travis.tx.us/maps

Travis County Roadways, Map A

29
RECEIVED
COUNTY CLERK'S OFFICE
09-05-08 11:12 AM

Travis County Commissioners Court Agenda Request

Voting Session September 9, 2008

Work Session

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

B. Requested Text:

Consider and take appropriate action on a request to:

- A) Approve a proposed update to the CAMPO Mobility 2035 Plan for the alignment of William Cannon Drive along a southern route, from McKinney Falls Parkway to FM 812; and,
- B) Authorize TNR to review and approve right-of-way dedications, plats, and construction documents based upon the proposed realignment in advance of the CAMPO Mobilty 2035 Plan update approval.

C. Approved by: Commissioner Margaret Gomez, Precinct 4

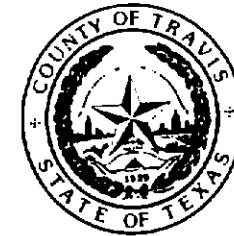
II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight (8) copies of agenda request and backup).

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

III. Required Authorizations: Please check if applicable:

- Planning and Budget Office (473-9106)
- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any budget line item
- Grant
- Human Resources Department (473-9165):
- A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (473-9700)
- Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

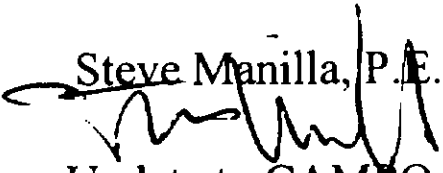
411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383

Date: September 2, 2008

MEMORANDUM

To: Members of the Commissioners' Court

Through: Joseph P. Gieselman, Executive Manager

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

Subject: Update to CAMPO Mobility 2035 Plan for William Cannon Drive, from McKinney Falls Parkway to FM 12, in Precinct 4

Proposed Motion:

Consider and take appropriate action on a request to:

- A) Approve a proposed update to the CAMPO Mobility 2035 Plan for the alignment of William Cannon Drive along a southern route, from McKinney Falls Parkway to FM 812; and,
- B) Authorize TNR to review and approve right-of-way dedications, plats, and construction documents based upon the proposed realignment in advance of the CAMPO Mobility 2035 Plan update approval.

Summary and Staff Recommendation:

Carma Texas, Inc., has requested an update to the CAMPO Mobility 2030 Plan to revise the alignment of William Cannon Drive between McKinney Falls Parkway and FM 812 to go south of Pilot Knob rather than north and to make a more direct connection to FM 812 near its interchange with SH 130 (see attached map).

TNR supports the proposed realignment and under normal circumstances would recommend that the Court sponsor an update to the CAMPO Mobility 2030 Plan to reflect agreed upon changes and, as voting members of the Transportation Policy Board of CAMPO, the Travis County Commissioners Court may sponsor both amendments and updates to the Plan. However, TNR learned earlier this year that CAMPO is advocating for incorporating any requested Plan updates and amendments into the Mobility 2035 Plan rather than the Mobility 2030 Plan. The 2035 Plan is not expected to be adopted until late 2009 or early 2010. This creates a temporary bottleneck for developers or governmental agencies that need plan amendments or updates for a variety of reasons. To minimize this problem TNR is working with developers to provide them with an

opportunity to move their projects forward at a reduced risk of plan or plat rejections when they deviate significantly from the CAMPO Plan.

Local Government Code 242.001 (g) reads: "If a regulation or agreement adopted under this section relating to plats and subdivisions of land or subdivision development establishes a plan for future roads that conflicts with a proposal or plan for future roads adopted by a metropolitan planning organization, the proposal or plan of the metropolitan planning organization prevails." TNR's interpretation of this is that, even if the Commissioners Court approved a change to the CAMPO plan it will have no effect until CAMPO also adopts the change because the CAMPO plan rules when it comes to subdivision platting. There is therefore a risk of rejections or delays for the developers if they base their master planning, platting, and construction documents upon changes approved by the Court but not by the CAMPO Policy Board. The Developers have indicated they are willing to take this risk in order to move forward with their planning and platting.

If approved, right-of-way and proportionate cost share for the realigned 6-lane facility will be required from developers of abutting property during the platting process and a plan update will be submitted to the CAMPO Policy Board during the 2035 plan amendment and update process.

The benefits of the realignment are discussed on Exhibit A. A public meeting was held on August 28, 2008 to gauge support for, or opposition to, the realignment. None of the attendees opposed the realignment and several indicated support for it because it provides a more direct route to FM 812 and will require right-of-way in the future from the fewest number of property owners. TNR has also discussed this with TxDot and City of Austin planning staff and they have indicated no opposition to the realignment.

TNR recommends approval of an update to be included in the CAMPO Mobility 2035 Plan for the re-alignment of William Cannon Drive along a southern route, from McKinney Falls Parkway to FM 812.

Because the Carma alignment of William Cannon Drive will deviate significantly from the alignment shown in current CAMPO Plan, TNR also recommends the Court authorize TNR to review and approve Carma's plans and plats that include the realigned William Cannon Drive.

Budgetary and Fiscal Impact:

CAMPO Arterials such as William Cannon get built piece-meal through the platting process, as public improvement projects, or a combination of the two. Shifting the alignment off of one property onto another can enhance the value of property by providing frontage to a major roadway, but it can also increase the cost of developing property because right-of-way dedications and cost sharing are exacted when the property is developed. In this case, Carma is proposing to shift part of the roadway onto their property but at the same time a portion is being shifted off of existing state-owned right-of-way and onto private property. The County is often asked by TxDot to acquire right-of-way for their improvement projects within Travis County, so this alteration could result in higher right-of-way costs to the County. However, the original CAMPO alignment will impact more property owners, which could require more expensive

acquisitions as well. From a construction perspective, Carma is actively furthering their development plans and the construction of the portion of William Cannon on their property between McKinney Falls Parkway and US 183 will happen much sooner than a County bond project for the same road. However, Carma has indicated to TNR their desire to cost share with the County. As such, this will likely be a candidate for a Public-Private project in a future County bond referendum.

Issues and Opportunities:

- If approved by Court, TNR will process plans and plats based upon the realignment, including obtaining right-of-way dedications and proportionate cost shares from developers.
- Changes to ETJ and annexation boundaries may occur while awaiting the CAMPO plan update.
- TNR will need to obtain concurrence from agencies whose jurisdiction the roadway falls within.
- Travis County adopted the CAMPO Mobility Plan as its transportation planning document and utilizes it for obtaining right-of-way and proportionate cost share from developers. This request is a means for working around the temporary delay in processing amendments and updates. TNR does not anticipate the need to present requests such as this once the CAMPO updating/amendment process resumes.

Required Authorizations: Assistant County Attorney Chris Gilmore

Attachments

Site Map

Exhibit A- 2-22-08 Jacobs Carter-Burgess Letter

cc: Maureen Daniel, CAMPO
Terry McManus, City of Austin Planning
Ed Collins, Planning Director, TXDoT Austin District
Terry McCoy, P.E., TxDot Area Engineer
Chris Gilmore, County Attorney
Charlie Watts & Leroy Click, TNR Planning

VICINITY MAP



EXHIBIT A

CODE: 705

RECEIVED

FEB 27 2008

TNR



2705 Bee Cave Road, Suite 300
Austin, Texas 78746 U.S.A.
(512) 314-3100 Fax: (512) 314-3135

February 22, 2008

Steve Manilla, P.E.
Public Works Director
Travis County TNR
411 W. 13th Street
Austin, TX 78767-1748

RE: Proposed William Cannon Alignment Alternatives

Dear Mr. Manilla,

Thank you for your recent meetings with us concerning our proposal to alter the planned alignment of the proposed William Cannon extension east of McKinney Falls Parkway. As we have discussed, our client, Carma Texas Inc. ("Carma"), a master planned community developer, proposes to develop a large mixed-use development southeast of downtown Austin. The development will include a town center, single-family residential, schools, and community and civic amenities. As a part of the development planning, Carma desires to alter the planned alignment of William Cannon to improve circulation to, from, and through the development, reduce environmental impact and accommodate an expedited completion of the portions of the roadway through Carma's property.

Per your request at our last meeting, we are providing the following findings in support of our client's proposed William Cannon realignment for your consideration.

BENEFITS OF THE ALIGNMENT MODIFICATIONS

See the attached Figure 1 for the William Cannon alignment we are requesting as compared to the current CAMPO alignment. The alignment is being requested to route the future traffic along the perimeter of a proposed town center, which will be located along US 183 between the proposed extensions of William Cannon and Slaughter Lane. In order to make the town center viable, the major arterials must have direct connections with the town center. Routing William Cannon to the north of Pilots Knob as currently planned will compromise the planning for this project and any potential for economic benefits associated with the town center.

We believe the proposed alternative alignment is superior to the existing alignment set forth in the CAMPO and City plans for the following reasons:

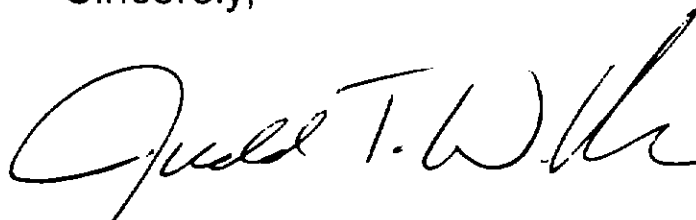
- The CAMPO plan dictates the extension of William Cannon would ultimately connect to FM 812, but allows for the City and the County to set the specific alignment. The Carma plan proposes an alignment that makes the FM 812 connection in a more direct route.
- The proposed alignment creates a better arterial spacing of William Cannon and Slaughter Lane with US 183 at the ideal spacing distance of 1 mile, as opposed to a spacing distance of 2 miles in the existing CAMPO plan.

- The proposed William Cannon connection provides a more direct route to SH 130.
- The distance of floodplain crossings for the proposed William Cannon alternative as compared to the current CAMPO plan is unchanged at 1,300 feet.
- The proposed alternative alignment would require approximately 3.8 miles of new roadway, while the CAMPO plan would require approximately 4.0 miles of new or reconstructed roadway.
- Approximately 1 mile of the CAMPO alignment for William Cannon is not owned by Carma and will have to be acquired for completion of the roadway. To the contrary, Carma does own or control all of the property needed for the proposed alternative alignment. Carma is prepared to dedicate the ROW necessary for a MAD-6 street section as part of an overall development agreement.
- The southern shift of the William Cannon alignment east of US 183 will reduce the impact of construction activities on the existing businesses along FM 812.
- The Carma alignment will simplify the ROW acquisition for a MAD-6 section, which is not currently available along the existing FM 812 route.
- As part of their corridor study for FM 812, TxDOT has determined that the existing ROW will not accommodate a MAD 6 section. TxDOT estimated that improving the current alignment will cost \$14.8M and impact 50 parcels. The proposed southern alignment will cost \$13.2M and impact 11 parcels.
- Carma will consider participation in the up-front cost of construction for the alternative alignment if agreements can be reached between all parties for a reasonable reimbursement of their cost participation. The cost participation will substantially accelerate the construction of the roadway.
- The CAMPO planned alignment of William Cannon indicates that the roadway will be located between Pilot Knob and Cottonmouth Creek. Based on our evaluation of this CAMPO planned route, there will be a substantial impact to either the volcanic formation or the water quality buffers along Cottonmouth Creek due to the space limitations along this alignment. The Carma proposed alignment for William Cannon eliminates these concerns by routing the road south of Pilot Knob.
- Representatives from the City of Austin, CAMPO staff, and TxDOT have indicated that they would not take any exceptions to the proposed southern alignment for William Cannon.

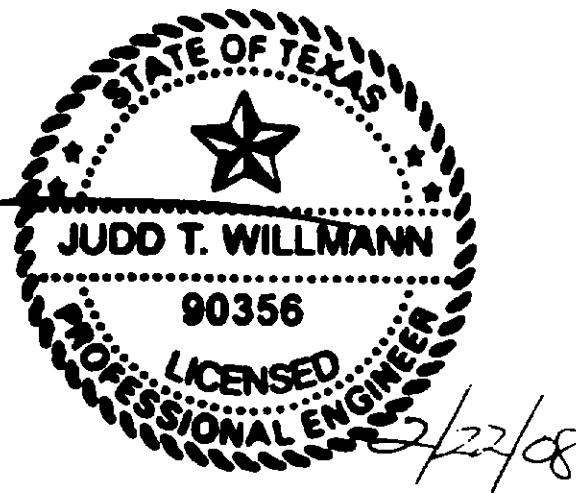
The resolution of the alignment for the William Cannon extension is critical to the development of the Carma project. Our project planning and design efforts are ongoing at this time, and we plan to submit formal submittals for the extension of William Cannon later this year.

Please contact me at 512-732-7515 with any questions.

Sincerely,



Judd T. Willmann, P.E.
Jacobs Carter Burgess





Agenda Item No. 32

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Work Session _____

Voting Session: **September 9, 2008**

- I. A. Request made by: **Dana DeBeauvoir, County Clerk**
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested Text:

Take appropriate action to set a public hearing on September ~~16~~²³, 2008 to discuss the annual written plans for the 028 Records Management Preservation Fund and 057 County Clerk's Records Archival Fund and publish the appropriate notice as required by 118.025 of the Local Government Code.

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).

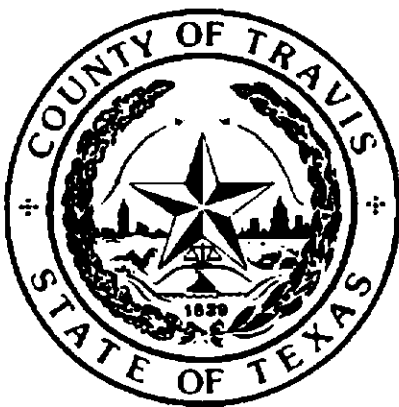
SEE ATTACHED

- 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:

Planning and Budget	49694
RMCR	49575
County Attorney	49415
Purchasing	49700
Auditor	49125

RECEIVED
COUNTY CLERK'S OFFICE
08 SEP -4 11:17

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: September 4, 2008

RE: Agenda Request to consider and take appropriate action on an order to designate locations and hours for temporary branch early voting polling places for the mobile early voting program for the November 4, 2008 Joint General and Special Elections.

The Travis County Clerk is sending you a list of the 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.

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09 SEP 04 PM 1:54

Agenda Item No. _____

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Work Session _____

Voting Session: **September 9, 2008**

- I. A. Request made by: **Dana DeBeauvoir, County Clerk** (Elected Official)
- B. Requested Text:

Consider and take appropriate action on an order to designate locations and hours for temporary branch early voting polling places for the mobile early voting program for the November 4, 2008 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.

**ORDER DESIGNATING LOCATIONS AND HOURS FOR TEMPORARY BRANCH
EARLY VOTING POLLING PLACES FOR THE MOBILE EARLY VOTING PROGRAM
FOR NOVEMBER 4, 2008 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 85.062(b), a temporary branch polling place may be located in a movable structure in a general election for state and county officers; and

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;

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 temporary branch early voting polling places for the mobile early voting program as set forth in Exhibit A, 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 temporary branch early voting polling places set forth in Exhibit A for the mobile early voting program will be open for early voting by personal appearance during those days and hours specified in Exhibit A.

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

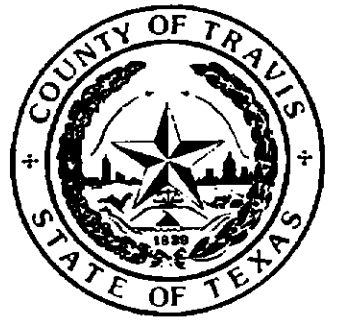
Honorable Gerald Daugherty
Commissioner, Precinct Three

Honorable Margaret Gómez
Commissioner, Precinct Four

EXHIBIT A



Travis County Elections Guide to 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 StreetNoon/*Medio día* - 4 pm

Brighton Gardens

4401 Spicewood Springs Road

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 – 6 pm

LBJ Building

111 East 17th Street

8 am – 6 pm

Stephen F. Austin Building

1700 North Congress Avenue

8 am – 6 pm

RBJ Residential Tower

21 Waller Street

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

Brackenridge Hospital

601 East 15th Street

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

Westminster Manor

4100 Jackson Avenue

8 am – Noon/*Medio día*

Criss Cole Rehabilitation Center

4800 North Lamar Boulevard

9 am – 6 pm

South Rural Community Center

3518 South FM 973, Del Valle

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

Continental

4604 South Lamar Boulevard

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 StreetNoon/*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**

Sam Houston Building

201 East 14th Street

8 am – 6 pm

Tuesday, October 28**martes, 28 de octubre**

Seton Main Hospital

1201 West 38th Street

8 am – 6 pm

Wednesday, October 29**miércoles, 29 de octubre**

Seton Northwest Hospital

11113 Research Boulevard

8 am – 6 pm

Thursday, October 30**jueves, 30 de octubre**

Huston-Tillotson University

900 Chicon Street

9 am – 6 pm

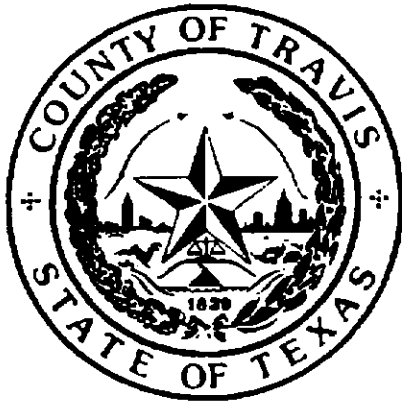
Friday, October 31**viernes, 31 de octubre**

Austin State Hospital

4110 Guadalupe Street

7 am – 5 pm

34



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: September 4, 2008

RE: Agenda Request to Consider and take appropriate action regarding an order to designate election day 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.

RECEIVED
COUNTY CLERK'S OFFICE
08 SEP -4 PM 1:54

Agenda Item No. _____

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Work Session _____

Voting Session: September 9, 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 day 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.

**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

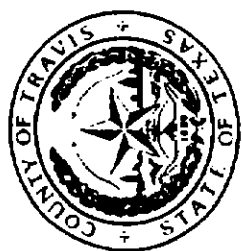
Honorable Ron Davis
Commissioner, Precinct One

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

Secretaría del Condado de Travis Dana DeBeauvoir - División de Elecciones

101	Hornsby - Dunlap Elementary School 13901 FM 969	140	Dobie Middle School 1200 East Rundberg Lane	209	Blackhawk Amenity Center - NEW 3111 Speidel Drive	238	Murchison Middle School 3700 North Hills Drive	268	Grant AME Worship Center 1701 Kramer Lane
105	Manor ISD Administration Building 312 Murray Avenue	141	Reagan High School 7104 Berkman Drive	210	O. Henry Middle School 2610 West 10th Street	239	Gullet Elementary School 6310 Treadwell Boulevard	271	Doss Elementary School 7005 Northledge Drive
106	Travis County Sheriff's Office (East/Este) 7811 Burlison-Manor Road	145	Red River Church 4425 Red River Street	211	Walnut Creek Elementary School 401 West Braker Lane	240	Highland Park Elementary School 4900 Fairview Drive	272	Combined @ 274 First English Lutheran Church 3001 Whittis Avenue
107	New Sweden Lutheran Church 12809 New Sweden Church Road	146	Lee Elementary School 3308 Hampton Road	213	Graham Elementary School 11211 Tom Adams Drive	241	Brentwood Elementary School 6700 Arroyo Seco	273	Trinity Lutheran Church 1207 West 45th Street
108	Copperfield Elementary School 12135 Thompkins Drive	148	Flawn Academic Center (Lobby) - NEW West Mall, University of Texas Campus	214	Bryker Woods Elementary School 3309 Kerbey Lane	242	Crestview Methodist Church - NEW 1300 Morrow Street	274	First English Lutheran Church 3001 Whittis Avenue
109	Parmer Lane Elementary School 1806 Parmer Lane	149	Reilly Elementary School 405 Denson Drive	215	Wells Branch Community Center 2106 Klattenhoff Drive	243	Ben Hur Shriners Hall - NEW 7811 Rockwood Lane	275	Baker Center School 3908 Avenue B (Enter off 39th Street)
110	River Oaks Elementary School 12401 Scofield Farms Drive	150	Brown Elementary School 505 West Anderson Lane	216	Northwest Elementary School 14014 Thermal Drive	246	Hill Elementary School 8601 Tallwood Drive	277	University Co-op - NEW 2246 Guadalupe Street
111	Westview Middle School 1805 Scofield Lane	151	Northeast Health Center - NEW 7112 Ed Bluestein Boulevard	217	Wells Branch MUD Rec. Center 3000 Shoreline Drive	247	Combined @ 271 Doss Elementary School 7005 Northledge Drive	278	St. Luke United Methodist Church 1306 West Lynn Street
112	Dessau Elementary School 1501 Dessau Ridge Lane	152	Maplewood Elementary School 3808 Maplewood Avenue	218	ACC Northridge Campus 11928 Stonehollow Drive	248	Burnet Middle School 8401 Hathaway Drive	279	Combined @ 267 Great Hills Baptist Church 10500 Jollyville Road
113	Wieland Elementary School - NEW 900 Tudor House Road	153	Woodcliff Baptist Church 11015 Dessau Road	219	Caldwell Elementary School 1718 Picadilly Drive	249	St. Matthew's Episcopal Church 8134 Mesa Drive	301	Sunset Valley City Hall 3205 Jones Road
121	LBJ High School 7309 Lazy Creek Drive	154	Bluebonnet Trail Elementary School 11316 Farmhaven Road	220	Fire Station # 31 5507 FM 2222	250	Mathews Elementary School 906 West Lynn Street	302	Bailey Middle School 4020 Lost Oasis Hollow
122	YMCA East Community Branch 5315 Ed Bluestein Boulevard	156	Virginia Brown Recreation Center 7500 Blessing Avenue	222	Windermere Elementary School 1100 Picadilly Drive	251	O. Henry Middle School 2610 West 10th Street	303	Oak Hill Primitive Baptist Church 11408 FM 1826
123	Johnston High School 1012 Arthur Stiles Road	160	YMCA North Park Branch 9616 North Lamar Boulevard	223	Pflugerville ISD Administration Building 1401 West Pecan Street	252	Pillow Elementary School 3025 Crosscreek Drive	304	Kiker Elementary School 5913 LaCross Avenue
124	Carver Library 1161 Angelina Street	161	Lanier High School 1201 Payton Gin Road	224	County Tax Office(Community Room) - NEW 15822 Foothill Farms Loop (Just off of Pecan Street)	253	First Presbyterian Church - NEW 8001 Mesa Drive	306	Lakeway Justice Center 104 Cross Creek Drive
126	David Chapel Portable 2211 East MLK Jr. Boulevard	163	Cook Elementary School 1511 Cripple Creek Road	225	Wells Branch MUD Rec. Center 3000 Shoreline Drive	254	Davis Elementary School 5214 Duval Road	307	Rollingwood Municipal Building 403 Nixon Drive
129	Sims Elementary School 1203 Springdale Road	164	Barrington Elementary School 400 Cooper Drive	226	Brookhollow Elementary School 1200 North Railroad Avenue	256	Casis Elementary School 2710 Exposition Boulevard	308	Briarcliff POA Community Center 22801 Briarcliff Drive
130	Memorial United Methodist Church 6100 Berkman Drive	200	St. Elizabeth's Catholic Church 1520 North Railroad Avenue	227	Spring Hill Elementary School 600 South Heatherwide Boulevard	258	McBee Elementary School 1001 West Braker Lane	309	Kocurek Elementary School 9800 Curlew Drive
132	Pecan Springs Elementary School 3100 Rogge Lane	202	Murchison Elementary School 2215 Kelly Lane	228	Pure Austin Fitness 4210 West Braker Lane	259	Summitt Elementary School 12207 Brigadoon Lane	310	Manchaca Elementary School 12120 Manchaca Road
133	Blanton Elementary School 5408 Westminster Drive	203	Boulder Ridge Community Room 3300 Killingsworth Lane, Lot 277	229	Sheriff's Office at Wells Branch 2106 Klattenhoff Drive	260	Austin Brethren Church 1800 Payton Gin Road	312	Travis County Sheriff's Office at Hudson Bend 3800 Hudson Bend Road
135	Messiah Lutheran Church 5701 Cameron Road	205	Camden Huntingdon Apartments 12349 Metric Boulevard	231	Combined @ 238 Murchison Middle School - NEW 3700 North Hills Drive	262	Anderson High School 8403 Mesa Drive	314	St. Christopher's Episcopal Church 8724 Travis Hills Drive
136	Ridgetop Elementary School 5005 Caswell Avenue	206	TCESD#2 Education Building 201-B East Pecan Street (formerly Pfluger Hall)	235	McCallum High School 5600 Sunshine Drive	263	United Christian Church 3500 West Parmer Lane	315	Villages Amenities Center 12006 Gatling Gun Lane
137	Winters Building 701 West 51st Street	207	YMCA Northwest Branch 5807 McNeil Road	236	Rosedale Elementary School 2117 West 49th Street	266	Senior Activity Center 2874 Shoal Crest Avenue	316	Travis County Parks Office 14624 Hamilton Pool Road
139	Bernice Hart Elementary School 8301 Furness Drive	208	Triumph Love Lutheran Church 9508 Great Hills Trail	237	Highland Park Baptist Church 5206 Balcones Drive	267	Great Hills Baptist Church 10500 Jollyville Road	317	Eanes ISD Administration Building 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
 Secretaria 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 Tarlton 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 Galindo 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 Kentish Drive	378	Austin Christian Fellowship 6401 River Place Boulevard	431	City View Apartments - NEW 4900 East Oltorf Street	463	Williams Elementary School 500 Mairo 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 Oltorf Street		
323	Texas Oaks Baptist Church 9910 Bilbrook 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 Pointe Elementary School 11801 Sonoma Drive	354	Travis Country Office 4504 Travis Country Circle	402	Eiroy 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	Cantu/Pan 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 15600 Lanat 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 Cartwood)	360	Bowie 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	Galindo Elementary School 3800 South 2nd Street	444	Austin City Hall 301 West 2nd Street, 1st Floor		
333	Canyon Creek Elementary School 10210 Ember Glen Drive	362	Will 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	Canyon Vista Middle School 8455 Spicewood Springs Road	364	Valley View Elementary School 1201 South Capital of Texas Highway	412	Combined @ 454 Joslin Elementary School 4500 Manchaca 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 Ainez 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 Ponciana Drive		
342	Barton Hills Elementary School 2108 Barton Hills Drive	372	Northwest Rural Community Center 18649 FM 1431, Suite 6A	423	Montopolis Recreation Center 1200 Montopolis Drive	454	Joslin Elementary 4500 Manchaca Road		
343	Alara Canyon 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	Cunningham 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 Stassney Lane		

35 ✓

Agenda Item No. _____

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Work Session _____

Voting Session: **September 9, 2008**

- I. A. Request made by: **Dana DeBeauvoir, County Clerk** (Elected Official)
- B. Requested Text:
 CONSIDER AND TAKE APPROPRIATE ACTION ON ELECTION SERVICES AGREEMENTS BETWEEN TRAVIS COUNTY AND VISTA MUD AND TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 2.

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

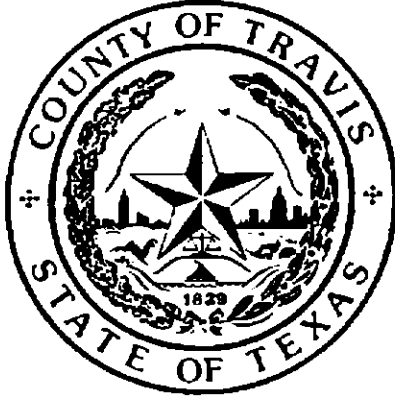
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

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.

RECEIVED
COUNTY PROJECTS OFFICE
08 SEP -2 AM 10:41



Dana DeBeauvoir

Travis County Clerk
PO Box 149325
5501 Airport
Austin, Texas 78751

Elections Division
854-4996

To: Judge Samuel Biscoe, Travis County Judge

From: Dana DeBeauvoir, County Clerk

Date: September 2, 2008

RE: Agenda Request to consider and take appropriate action on additional Elections Services Agreements.

The Travis County Clerk Elections Division is requesting that you consider and take appropriate action on elections services agreements with Vista Municipal Utilities District and Travis County Emergency Services District No. 2 during the Court's regular voting session on September 9, 2008.

36 ✓

Agenda Item No. _____

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Work Session _____

Voting Session: **September 9, 2008**

*Every week from
9-9-08 to Nov 2008*

- I. A. Request made by: **Dana DeBeauvoir, County Clerk** (Elected Official)
- B. Requested Text:

Consider and take appropriate action on issues related to the conduct of 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

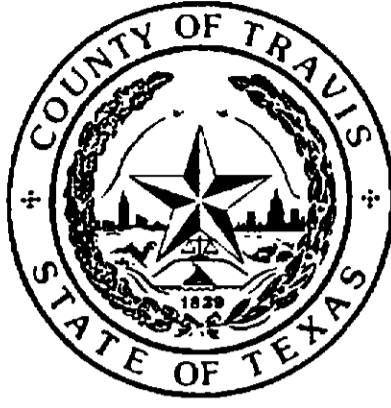
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

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.

RECEIVED
COUNTY JUDGE'S OFFICE
08 SEP -2 AM 9:20



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 29, 2008

RE: Agenda item request

This is an ongoing agenda request to consider and take appropriate action on issues related to the conduct of the November 4, 2008 Joint General and Special Elections. This agenda item would allow us to bring to the Court any last minute items or changes that may need court approval.

Travis County Commissioners' Court Agenda Request

Meeting Date: September 9, 2008

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

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM THE AUSTIN TOWING ASSOCIATION TO INCREASE THE NON-CONSENT TOWING RATE.

C. Sponsor: _____
County Commissioner or County Judge

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

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

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

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

COUNTY RECEIVED
08 SEP - 11 AM 11.21

RECEIVED
 COUNTY JUDGE'S OFFICE
 08 JUL 30 PM 2: 19

**TCSO Proposal
 Non-consent Towing Fees**

Vehicles 10,000 lbs. or less	\$ 200.00	
Vehicles in excess of 10,000 lbs. but less than 26,000 lbs	\$ 600.00	
Vehicles in excess of 26,000 lbs	\$1200.00	
Additional vehicle	\$1000.00	
Fully Prepared for Transport fee	50.00	Class A
	125.00	Class B
	200.00	Class C
Use of Dollies (Dolly fee may not be charged for Flatbed and Rollback Except when 2x loaded)	35.00	
Exceptional labor for clean up not including 1 st thirty minutes	25.00 per man per 15 min.	
Worktime prepare/wincing vehicle tow not including 1 st thirty minutes	25.00 per man per 15 min.	
Additional manpower	25.00 per hr. per man	
Air bags	\$4000.00 show up with bags 150.00 per bag per hour	
Rented Equipment plus rental	125.00 per hour per man	
Haul Trailers	500.00 show up & 100.00 per hour	
Trailer dollies	300.00 show up & 100.00 per hour	
Large slide	250.00 show up & 100.00 per hour	
Fuel surcharge per mile per National average diesel price at the first day of each month		

Sam Biscoe - Re: Commissioners Court Agenda

From: Jackie Milhim <jmilhim@sbcglobal.net>
To: Sam Biscoe <Sam.Biscoe@co.travis.tx.us>
Date: 4/21/2008 12:26 PM
Subject: Re: Commissioners Court Agenda

The Towing Association has its regular monthly meeting tomorrow, Tuesday, April 22. We will be able to submit a written justification to the court to see before they put it on the agenda to vote on. Thank you for your assistance.

Jackie Milhim

----- Original Message -----

From: Sam Biscoe <Sam.Biscoe@co.travis.tx.us>
To: Jackie Milhim <jmilhim@sbcglobal.net>
Sent: Friday, April 18, 2008 11:40:26 AM
Subject: Re: Commissioners Court Agenda

Ms. Milhim, I will be able to assist you by telephone on Monday. I'm not sure of the answer to your question offhand, but I will know on Monday. I know the court will want to see a written justification before taking action. However, the backup provided the City of Austin may suffice.

>>> Jackie Milhim <jmilhim@sbcglobal.net> 4/17/2008 3:33 PM >>>

My name is Jackie Milhim. I am the secretary of the Austin Towing Association. I contacted your office about three weeks ago to find out how to get on the agenda for the Commissioners Court. I did not hear from anyone. I would like someone from your office to contact me to let me know the procedure to get on the agenda. We would like to get the Commissioners Court to approve a rate increase for towing in the county. The City of Austin approved a rate increase in 2006. We never went before the court to get them to approve a rate increase.

You can contact me either by email or by phone at my office at 873-7899 or my cell phone is 659-9767.

Thank you.

Sincerely,

Jackie Milhim, Secretary
Austin Towing Association

38

Travis County Commissioners Court Agenda Request

Please consider the following item for:

Voting Session: September 9, 2008

I. A. Request made by: Constable Bob Vann Phone 854-9697

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

II. A. All backup material needs to be attached to the Agenda 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 and send a copy of this Agenda Request and backup to them:

Planning and Budget- Randy Lott; Auditor's Office – Blain Kieth

III. BUDGET OR PERSONNEL REQUESTS. Please check if applicable:

- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any budget
- A change in your department's personnel (reclassifications, etc.)

Please coordinate through the County Planning and Budget Office (473-9106) or the Human Resources Department BEFORE submitting any agenda item that involves any budget or personnel issue.

AGENDA REQUEST DEADLINES

All Agenda Requests and supporting materials **MUST** be submitted to the County Judge's Office in writing by 5:00 PM on Monday for the next week's meeting. Agenda Requests missing this deadline will be considered for the next subsequent Commissioners Court meeting, as will Agenda Items without appropriate back-up material, including a signed budget transfer form.

INTERLOCAL COOPERATION AGREEMENT
BETWEEN TRAVIS COUNTY AND
THE LEANDER INDEPENDENT SCHOOL DISTRICT

This Interlocal Cooperation Agreement is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and the LEANDER Independent School District (the "LISD").

WHEREAS, the LISD and COUNTY, acting through the Travis County Constable's Office, Precinct 2, desire to enter into an interlocal cooperation agreement pursuant to which Constable's deputies will be assigned to LISD campuses as School Resource Officers ("SRO's") under the terms and conditions stated herein:

WHEREAS, the LISD and COUNTY, have agreed to a cooperative approach in response to the problems with drugs and alcohol in which the SRO positions are an integral part:

NOW, THEREFORE, the COUNTY and the LISD agree as follows:

I.

A. The goals of this collaborative effort include, but are not limited to, the following:

1. Provide for the safety of students and staff;
2. Provide problem resolution and enforcement of laws when necessary;
3. Reduce delinquent behavior amongst youth in and around the schools;
4. Prevent and/or reduce incidents of school violence;
5. Form better communication between youth and law enforcement;
6. Establish officers as integral participants in planning efforts related to the prevention, management, and follow-up efforts related to campus crime response and emergency response;
7. Establish officers as a resource and educational tool for campus / district staff on the recognition and consequences of criminal conduct;
8. Educate youth by providing relevant and informative educational programs.

B All law enforcement officers, dispatchers and other personnel, who provide services pursuant to this interlocal cooperation agreement are employees of the Constable, and the Constable shall maintain supervisory control and command over such employees. This Agreement shall not be construed to constitute an illegal restraint upon or delegation of the Constable's authority with regard to the performance of his/her duties and responsibilities under Texas law.

C. The Constable shall:

1. Engage in necessary law enforcement actions.
2. Provide for necessary officer supervision and training.
3. Provide, if desired, law enforcement related training to students by the officer in subjects agreed upon by Constable Office and LISD personnel.

4. Provide for replacement officers for those times when the primary officer assigned pursuant to this agreement is absent due to extended sick time, vacation time, FMLA, Workers Compensation, etc. Routine absences may not be covered due to staffing demands within the Constable's Office.

D. Each SRO is responsible for and subject to the following:

1. Reports to the campus / district administrator and is subject to assignments and duties and calendar as agreed upon by the campus / district administrator and the Constable.
2. Notify the campus / district administration in advance, when possible, regarding absences, court appearances and training.
3. During duty hours remain on school campus and attend to school activities.
4. Responses to local area law enforcement calls are to be limited to extreme emergencies and observation of criminal acts. Notification of campus administrators will be made upon departure and return when responding to local calls, circumstances permitting.
5. Provide the campus / district administration with a copy of activity reports weekly and monthly. This data will then be forwarded to the Constable's Office for compilation and reporting.
6. Attend campus meetings, briefings and training as requested by the campus / district administration.
7. Assist with the coordination of security for major school events and extracurricular activities.
8. Assist school officials in drills and simulations related to crises management, emergency response and threat mediation.
9. Perform duties consistent with law enforcement including administrative reports and duties, classroom visits and presentations, traffic enforcement and direction, security monitoring and consulting, investigation of campus crimes, parking lot monitoring, etc.
10. Participate in school safe behavior programs as appropriate.
11. Maintaining confidentiality as it relates to student privacy under the Family Educational Rights and Privacy Act (FERPA).

II.

A. LISD agrees to pay COUNTY EIGHT THOUSAND EIGHT HUNDRED TWENTY-THREE AND 78/100 DOLLARS (\$8,823.78) per deputy per month for services rendered by the Constable's Office pursuant to this Agreement, calculated in accordance with the itemization of costs of providing the required services set forth in Exhibit "A" which is attached hereto and made a part hereof. Services will be provided from August 15 through June 15 of each year. Any services rendered outside of these dates will be paid at the deputy's daily rate of pay. Payment for services shall be on a monthly basis, with the months of August and June billed at half the regular monthly rate. The monthly charge includes "straight time" pay only; it does not include overtime pay required when an SRO officer works more than 40 hours in a week pursuant to this Agreement. LISD shall pay for services rendered by the COUNTY from current revenue funds available to LISD.

B. It is contemplated that ONE (1) full-time deputy will be assigned to provide the law enforcement services described herein and that this deputy shall be assigned to areas as agreed upon by the Constable's Office and the LISD.

C. In addition to the monthly charge set out in section A above, LISD will be responsible for any overtime charges associated with the provision of services under this Agreement in accordance with the rates set forth in Exhibit "A".

D. LISD shall pay the COUNTY at the rates set forth in Exhibit "A" for the actual time spent by any substitute deputy as if they were the standard assigned deputy.

E. COUNTY shall invoice LISD monthly for the services rendered and the LISD shall pay COUNTY for the services rendered within thirty (30) days of the date the invoice is received by LISD.

F. The Parties acknowledge that the cost to the COUNTY of providing the services described herein may change over time. Hence, the Parties agree that the COUNTY may change the monthly compensation rates stated in this section II by giving LISD a written Notice of Rate Change delivered in accordance with section IV.B at least sixty (60) days prior to the effective date of the rate change. Such Notice of Rate Change shall include an itemization of costs as set forth in Exhibit A. If LISD does not desire to continue to receive services at the rates stated in the Notice of Rate Change, it may terminate this Agreement prior to the effective date of the rate change by giving the COUNTY written notice delivered in accordance with section IV.B. If LISD does not terminate this Agreement, LISD will be deemed to have accepted the rate change and shall pay the rates stated in the Notice of Rate Change for any services provided by the Constable's Office pursuant to this Agreement on or after the effective date of the rate change.

III.

A. Initial Term. The Initial Term of this Agreement shall commence on the date of execution and shall continue in full force and effect through August 14, 2009, unless sooner terminated by either party in accordance with this Agreement.

B. Renewal Terms. Subject to continued funding, this Agreement shall thereafter automatically renew each August 15 for subsequent one (1) year periods.

C. Termination. Either party may terminate this Agreement for any reason by giving the other party written notice at least thirty (30) days prior to the effective date of termination.

IV.

A. This is the entire agreement between the COUNTY and the LISD. No other agreements, statements, or promises relating to the subject matter of this agreement which are not contained herein shall be valid or binding. This agreement may not be amended, except in writing signed by both parties. NO OFFICIAL, AGENT, EMPLOYEE, OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY TO ALTER, AMEND, OR MODIFY THE TERMS OF THIS CONTRACT, EXCEPT IN ACCORDANCE WITH SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE TRAVIS COUNTY COMMISSIONERS COURT.

B. All notices under this Agreement shall be in writing and may be either hand-delivered or sent by certified mail, postage prepaid, return receipt requested to the following:

COUNTY:
Constable Bob Vann (or his successor)
Travis County Constable's Office, Precinct 2
10409 Burnet Rd., #150
Austin, Texas 78758

LISD:
Dr Tom Glenn (or his successor)
P.O. Box 218
Leander, TX 78646

C. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of the Interlocal Agreement.

EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

By: Bob Vann
Constable Bob Vann

Date: 8/8/08

LEANDER ISD

By: Bret A. Champion

Name: Bret A. Champion

Title: Superintendent

Date: 8/22/08

EXHIBIT "A"

I. The cost of providing full-time deputies is \$8,823.78 per month, per deputy, calculated on the basis of the following annual costs totaling \$88,233.60 per deputy, effective as of the date of this Agreement:

A. Salary - \$60,738.81 for a deputy, including a base salary of \$44,111.48 and a benefit package of \$16,627.33

B. Indirect Personnel Costs - \$2123.80 based on 3.5% of base salary, includes administrative costs of payroll, personnel, fiscal, training, and computer support.

C. Supplies: \$8070.66, including cost of uniforms, weapons and office supplies.

D. Vehicles: \$12,333.33, including purchase price of vehicle and associated equipment annualized over three years.

E. Vehicle Maintenance: \$4,967, including fuel, lubricants, and routine maintenance.

II. If an extra deputy is required on a temporary basis, LISD shall reimburse the County at the following hourly rates: straight time rate of \$25.49 and overtime rate of \$38.24.

III. If an extra patrol vehicle is required on a temporary basis, LISD shall reimburse the County \$20 per hour for the use of the patrol vehicle.

Travis County Commissioners Court Agenda Request

Voting Session 9/9/08
(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 Lakeside Water Control and Improvement District No. 2A

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
LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2A**

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 Lakeside Water Control and Improvement District No. 2A, 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 GOV'T 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: c/o Ms. Lauren Kalisek, Lloyd Gosselink Blevins Rochelle & Townsend, PC, 816 S. Congress Avenue, Suite 1900, 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.

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.

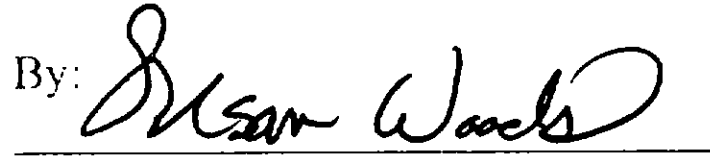
13.09 Gender and Number. As used in this Agreement, unless the context indicates otherwise, a masculine, feminine, or neuter gender shall each be deemed to include the other, and the singular or plural number shall each be deemed to include the other.

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 Lakeside Water Control and Improvement District on this the _____ day of _____, 2008

LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2A

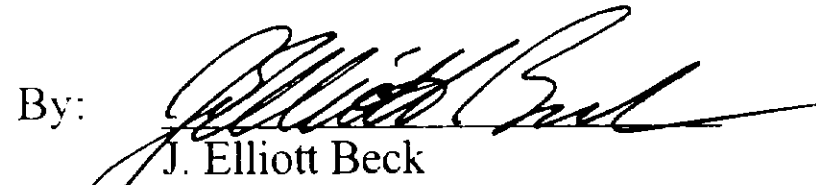
By: 
David Buchanan, President
Date: 8-11-08

By: 
Susan Woods, Secretary
Date: 8-11-08

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 9/9/08
(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 Ranch at Cypress Creek Municipal Utility District No. 1

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
RANCA AT CYPRESS CREEK MUNICIPAL UTILITY DISTRICT NO. 1**

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 ^{Ranch at} Cypress Creek 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.

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: c/o Ms. Lauren Kalisek, Lloyd Gosselink Blevins Rochelle & Townsend P.C., 816 Congress Avenue, Suite 1900, Austin, Texas.

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.

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.

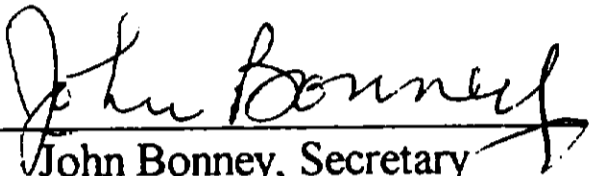
EXECUTED in triplicate by the County of Travis and by the ^{Ranch at} Cypress Creek Municipal Utility District No. 1 on this the _____ day of _____, 2008

RANCH AT CYPRESS CREEK MUNICIPAL UTILITY DISTRICT NO. 1

By: 

Max Moss, President

Date: 8.22.08

By: 

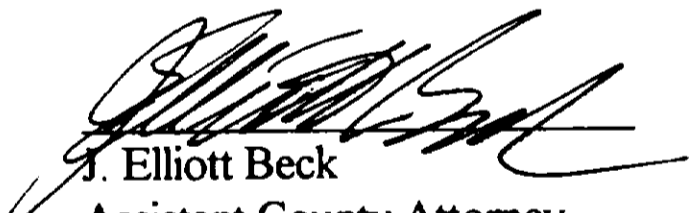
John Bonney, Secretary

Date: _____

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 9/9/08
(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 Williamson Travis Counties Municipal Utility District No. 1

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
WILLIAMSON-TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO. 1**

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 Williamson-Travis Counties 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.

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: c/o Kristi Hester, Severn Trent Environmental Services, 14050 Summit Dr., Suite 113, Austin, Texas 78728-7122. 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.

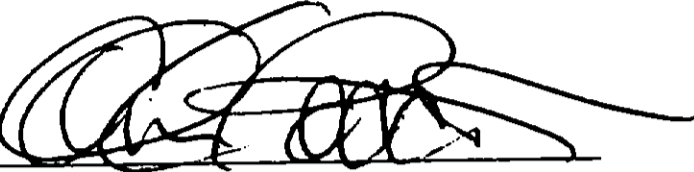
13.08 Titles, Headings and Subheadings. The titles, headings and subheadings set forth in this Agreement are intended for the convenience of the parties hereto and are not intended for use in the construction or interpretation of the provisions contained herein.

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.

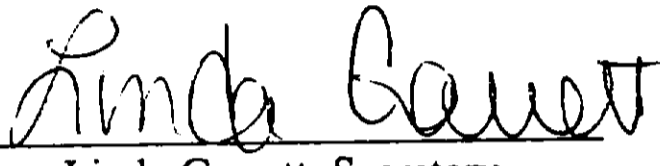
13.10 Instruments. Each party hereto agrees that it will execute, in a timely manner, all instruments and documents needed for implementation of the terms, conditions, and provisions of this Agreement or needed for the other party's performance of its duties and responsibilities hereunder.

EXECUTED in triplicate by the County of Travis and by the Williamson-Travis Counties
Municipal Utility District No. 1 on this the _____ day of _____, 2008.

WILLIAMSON-TRAVIS COUNTIES MUNICIPAL
UTILITY DISTRICT NO. 1

By: 
Chris Rocco, President

Date: 8-20-08

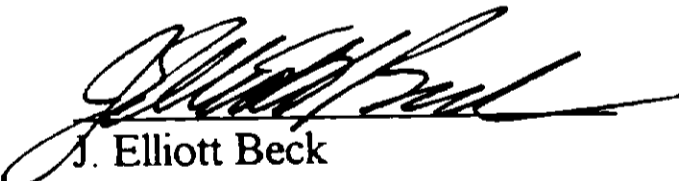
By: 
Linda Garrett, Secretary

Date: 8/20/08

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

42

Voting Session 9/9/08
(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 the City of Leander

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
THE CITY OF LEANDER**

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 Leander, a local governmental 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

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 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.

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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.

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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.

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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.

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- 12.01.04 Correction of clerical errors in tax rolls;
- 12.01.05 Collection of tax liabilities; and
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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: Ms. Sharon G. Johnson, Assistant City Manager, City of Leander, 200 West Willis, Leander, Texas 78646. 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.

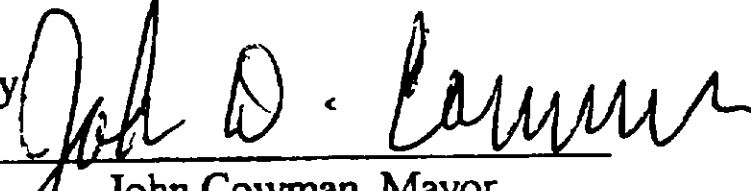
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13.10 Instruments. Each party hereto agrees that it will execute, in a timely manner, all instruments and documents needed for implementation of the terms, conditions, and provisions of this Agreement or needed for the other party's performance of its duties and responsibilities hereunder.

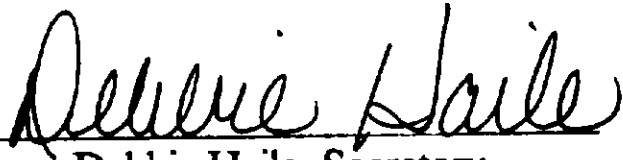
EXECUTED in triplicate by the County of Travis and by the City of Leander on this the _____ day of _____, 2008

CITY OF LEANDER

By: 

John Cowman, Mayor

Date: 8/22/08

By: 

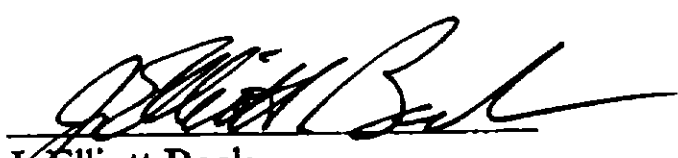
Debbie Haile, Secretary

Date: 8/22/08

TRAVIS COUNTY, TEXAS

By: _____
Honorable Samuel T. Biscoe
Travis County Judge

Date: _____

By: 

Elliott Beck
Assistant County Attorney

Date: _____

For: David Escamilla
Travis County Attorney

43

Travis County Commissioners Court Agenda Request

Voting Session 9/9/08
(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 Pflugerville Independent School 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.

DAVID A. ESCAMILLA
COUNTY ATTORNEY

RANDY T. LEAVITT
FIRST ASSISTANT

JAMES W. COLLINS
EXECUTIVE ASSISTANT

314 W. 11TH. STREET
GRANGER BLDG., SUITE 420
AUSTIN, TEXAS 78701

P. O. BOX 1748
AUSTIN, TEXAS 78767

(512) 854-9513
FAX: (512) 854-4808



TRANSACTIONS DIVISION

JOHN C. HILLE, JR., DIRECTOR †

BARBARA J. WILSON

MARY ETTA GERHARDT

STACY WILSON

TAMARA ARMSTRONG

JAMES M. CONNOLLY

TENLEY A. ALDREDGE

JULIE JOE

DANIEL BRADFORD

*CHRISTOPHER GILMORE

SARAH F. CHURCHILL

† Member of the College
of the State Bar of Texas
*Board Certified
Commercial Real Estate Law
Texas Board of Legal Specialization

CONFIDENTIAL COMMUNICATION
ATTORNEY CLIENT PRIVILEGE

September 2, 2008

Honorable Samuel T. Biscoe, County Judge
Honorable Members of the Commissioners Court
314 W. 11th Street
Austin, Texas 78701

Re: New Tax Assessment and Collection Agreement Between
Travis County and Pflugerville ISD; File 5.43

Dear Judge and Commissioners:

The new Tax Assessment and Collection Agreement attached hereto replaces the original Tax Assessment and Collection Agreement between Travis County and Pflugerville ISD. The new Agreement is updated and provides for tax assessment and collection services for that portion of the entity located in Travis County.

Sincerely yours,

Tamara Armstrong
Tamara Armstrong (as authorized)
Assistant County Attorney

Ch
Attachments

**AGREEMENT FOR ASSESSMENT AND COLLECTION SERVICES
BETWEEN TRAVIS COUNTY AND
PFLUGERVILLE INDEPENDENT SCHOOL 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 Pflugerville Independent School 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 GOV'T CODE, which is known as the Interlocal Cooperation Act.

WHEREAS, the parties hereto agree that this Agreement supersedes and replaces the original contract for assessment and collection between Travis County and Pflugerville Independent School District dated July 8, 1982 including any and all amendments thereto, 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 lawsuits for the collection of delinquent taxes on properties located outside of Travis County as provided in Subsection 9.02. 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. David Anderson, Chief Financial Officer, 1401 West Pecan, Pflugerville, Texas 78660. 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.

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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.

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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.

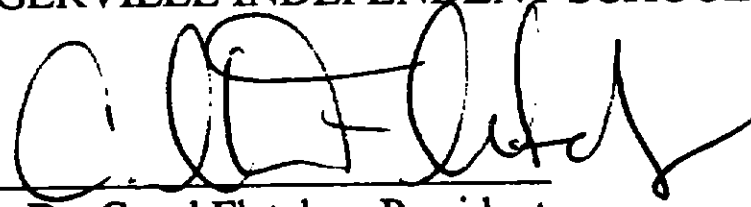
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13.10 Instruments. Each party hereto agrees that it will execute, in a timely manner, all instruments and documents needed for implementation of the terms, conditions, and provisions of this Agreement or needed for the other party's performance of its duties and responsibilities hereunder.

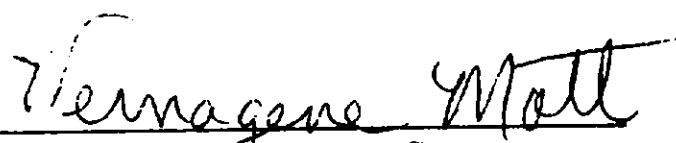
EXECUTED in triplicate by the County of Travis and by the Pflugerville Independent School District on this the _____ day of _____, 2008

PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT

By: 

Dr. Carol Fletcher, President

Date: August 21, 2008

By: 

Vernagene Mott, Secretary

Date: August 21, 2008

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

44

Travis County Commissioners Court Agenda Request

Voting Session 9/9/08
(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 Travis County Bee Cave Road District No. 1 (Galleria)

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
TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1 (GALLERIA)**

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 Travis County Bee Cave Road District No. 1 (Galleria), 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;

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, by Section 257.002, Subsection (c), Texas Transportation Code, and by Chapter 791 of the TEXAS GOV'T 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 District, with regard to all properties on District's tax roll. The County shall also collect the delinquent taxes owing to District as hereinafter provided in this Agreement, including the enforcement of the collection of said delinquent taxes. 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 District all the duties related to the assessment and collection of taxes for 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 District, 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 taxes. The County shall mail said tax statements to each taxpayer or authorized agent of property within District.

2.03 Tax Assessor/Collector for District. 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 District.

2.04 Copy of Tax Roll. The County shall provide the governing body of 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 District and the other taxing units contracting for assessment and collection services in the same manner so that 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, District shall pay the rate approved by the Travis County Commissioners Court in 2008, per parcel for all parcels located in District and on District's tax roll; and, for each year thereafter during this Agreement, 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 District and on District's tax roll.

3.01.02 The County shall, by written notice, notify District in subsequent years of this Agreement of the amount that 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 District the amount of money necessary to pay for the cost of assessing and collecting current taxes for District, until the amount of payment authorized under Subsection 3.01 above has been received by the County.

3.03 Additional Consideration. For collection of delinquent taxes, County shall recover costs, expenses and fees as provided under Section 5.0 of this Agreement.

4.0 REMITTANCE OF COLLECTION. The taxes collected for District shall be remitted

to 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 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. Refunds may become necessary because of changes which include, but are not limited to, late exemption claims, clerical errors, overpayment, etc. Refunds from District to the property owners within District shall be deducted from the collections and withheld from 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 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 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 Samuel T. Biscoe, Travis County Judge (or his successor in office), Travis County, 314 West 11th Street, Suite 520, Austin, Texas 78751. For purposes of sending notice under this Agreement, the address of the District is: Honorable Samuel T. Biscoe, Travis County Judge (or his successor in office), Travis County, 314 West 11th Street,

Suite 520, Austin, Texas 78751. 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 of 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 **Travis County Bee Cave Road District Number 1 (Galleria)** on this, the _____ day of _____, 2008.

**TRAVIS COUNTY BEE CAVE ROAD
DISTRICT NUMBER 1 (GALLERIA)**

By:

Samuel T. Biscoe

Date:

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

Item # 45

Travis County Commissioners' Court Agenda Request

Meeting Date: September 9, 2008

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

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM THE TRAVIS COUNTY FIRE ACADEMY FOR A REDUCED FEE TO USE THE TRAVIS COUNTY EXPOSITION CENTER FOR CADET GRADUATION.

C. Sponsor: _____
County Commissioner or County Judge

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

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

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

RECEIVED
COUNTY CLERK'S OFFICE
08 SEP -11 AM 11:16

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

From: Sam Biscoe
To: Don Smith; Gerald Daugherty; Margaret Gomez; Ron Davis; Sarah Eckhardt
CC: Art Maple; 'Carla Emery-Culberson'; Commissioner Carolyn Lewis; Commi...
Date: 8/29/2008 9:56 AM
Subject: Re: Fire Academy Class IX Graduation

I will place it on the September 9 agenda. Thank you.

>>> "Don Smith" <dsmith@esd4.org> 8/29/2008 9:35 AM >>>
Judge Biscoe and Commissioners,

The Travis County Fire Academy/ESD4 would like to request a discounted rate for the use of the Expo Center Banquet Hall on April 15, 2009.

In the last three years the amount was \$275 for facility to cover the cost of utilities and custodial services.

This request is a similar set-up of tables, chairs and public address system.

Marianna Massad with the Expo Center has stated the date is clear, however she can not confirm that date until she has contract in place.

We would like to request that this item be placed on your agenda for action.

Sincerely

Don Smith, Fire Chief
TCFC/ESD#4

C2

Travis County Commissioners Court Agenda Request


Voting Session Tuesday, September 9, 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 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 Voting Session at 9:16 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court recessed the Voting Session at 12:00 PM.

The Commissioners Court, meeting as the Travis County Bee Caves Road District #1 (Galleria), convened at 1:34 PM and adjourned at 1:42 PM.

The Commissioners Court reconvened the Voting Session at 1:42 PM.

The Commissioners Court retired to Executive Session at 2:11 PM.

The Commissioners Court reconvened the Voting Session at 3:05 PM.

The Commissioners Court adjourned the Voting Session at 3:06 PM.

PUBLIC HEARINGS

- 1. RECEIVE COMMENTS ON THE FOLLOWING: (9:17 AM)
 - A. TOTAL CANCELATION OF WINDY WALK ESTATES SUBDIVISION (A 15 LOT RESIDENTIAL SUBDIVISION AND WINDY WALK COVE PUBLICLY DEDICATED RIGHT OF WAY); AND
 - B. REPLAT OF WINDY WALK ESTATES SUBDIVISION (16 TOTAL LOTS), IN PRECINCT THREE. (COMMISSIONER DAUGHERTY) (ACTION ITEM #10)

Clerk's Note: This Item is a public hearing to receive comments. Please refer to Agenda Item 10 for a summary of the action item.

Motion by Commissioner Daugherty and seconded by Commissioner Gómez to open the public hearing.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Members of the Court heard from: Anna Bowlin, Program Manager, Planning and Engineering, Transportation and Natural Resources (TNR).

Motion by Commissioner Daugherty and seconded by Commissioner Gómez to close the public hearing.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

CITIZENS COMMUNICATION

Members of the Court heard from: Jimmy Castro, Travis County Resident; Gus Peña, Travis County Resident; Margaret Sammis, Travis County Resident; Karen Renick, Founder, VoteRescue; Vickie Karp, Director, Public Relations, VoteRescue; David Kobierowski, Travis County Resident; and Jennifer Gale, Travis County Resident. (9:18 AM)

Clerk's Note: The Court observed a moment of silence in memory of Mae Marion.

CONSENT ITEMS

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to approve the following Consent Items: C1-C3 and Items 3.A&B, 4, 5, 6, 7, 8, 9, 10.A&B, 12, 13, 14.A&B, 15, 16.A&B, 17, 18, 19, 22, 23, and 27.A-C. (9:42 AM)

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.
- C2. APPROVE SETTING A PUBLIC HEARING DATE ON SEPTEMBER 9, 2008 TO RECEIVE COMMENTS ON JACOBSON ESTATES RESUBDIVISION OF LOT 7, BLOCK A, A SUBDIVISION IN PRECINCT FOUR. (COMMISSIONER GÓMEZ)
- C3. APPROVE SETTING A PUBLIC HEARING DATE ON SEPTEMBER 23, 2008 TO RECEIVE COMMENTS ON A PLAT FOR RECORDING IN PRECINCT THREE: RESUBDIVISION OF LOT 2, BLOCK F, RESUBDIVISION OF BEBY'S RANCH SUBDIVISION NO. 1, BLOCK F (4 TOTAL LOTS). (COMMISSIONER DAUGHERTY)

SPECIAL ITEMS

2. CONSIDER AND TAKE APPROPRIATE ACTION ON AN ORDER PROHIBITING OUTDOOR BURNING IN THE UNINCORPORATED AREAS OF TRAVIS COUNTY. (9:44 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 2 to be reposted on August 26, 2008.

PURCHASING OFFICE ITEMS

3. APPROVE TWELVE-MONTH EXTENSIONS (MODIFICATION NO. 1) TO THE FOLLOWING CONTRACTS FOR MINOR CONSTRUCTION AND RENOVATION SERVICES: (9:42 AM)
 - A. NO. 07K00307RV, ARCHITECTURAL HABITAT OF AUSTIN, INC.; AND
 - B. NO. 07K00308RV, TRIMBUILT CONSTRUCTION, INC. (COUNTYWIDE)

Clerk's Note: Items 3.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

4. APPROVE NEW CONTRACT NO. PS970029VR WITH AUSTIN CHILD GUIDANCE CENTER FOR PROVISION OF INTENSIVE MULTI-FAMILY COUNSELING SERVICES. (JUVENILE PROBATION) (9:42 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. APPROVE NEW CONTRACT NO. PS960295VR WITH AUSTIN CHILD GUIDANCE CENTER FOR MENTAL HEALTH TREATMENT AND CONSULTATION SERVICES TO JUVENILE OFFENDERS. (JUVENILE PROBATION) (9:42 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. APPROVE MODIFICATION NO. 13 TO CONTRACT NO. PS960075JW, AUSTIN-TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION, FOR FAMILY PRESERVATION PROGRAM SERVICES TO JUVENILE OFFENDERS. (JUVENILE PROBATION) (9:42 AM)

Clerk's Note: Item 6 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

7. APPROVE MODIFICATION NO. 2 TO CONTRACT NO. MA070380LC, HAMER ENTERPRISES, FOR A LICENSE AND MAINTENANCE AGREEMENT FOR EJUSTICE SOFTWARE SYSTEM. (TAX OFFICE/INFORMATION AND TELECOMMUNICATIONS SYSTEMS) (9:42 AM)

Clerk's Note: Item 7 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

8. APPROVE MODIFICATION NO. 1 TO CONTRACT NO. PS050249ML, D. LADD PATILLO, FOR FINANCIAL ADVISORY SERVICES. (COMMISSIONERS COURT) (9:42 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. APPROVE INTERLOCAL AGREEMENT NO. IL080292RE, TEXAS AGRILIFE EXTENSION, FOR WILDLIFE SERVICES. (HEALTH AND HUMAN SERVICES AND VETERANS SERVICE) (9:42 AM)

Clerk's Note: Item 9 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

10. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
(9:42 AM)

A. TOTAL CANCELATION OF WINDY WALK ESTATES SUBDIVISION (A 15 LOT RESIDENTIAL SUBDIVISION AND WINDY WALK COVE PUBLICLY DEDICATED RIGHT OF WAY); AND

B. REPLAT OF WINDY WALK ESTATES SUBDIVISION (16 TOTAL LOTS), IN PRECINCT THREE. (COMMISSIONER DAUGHERTY)

Clerk's Note: Items 10.A&B are the action items for the public hearing on Agenda Item 1.

Clerk's Note: Items 10.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

11. CONSIDER AND TAKE APPROPRIATE ACTION ON NOTICE OF CHAPTER 11 BANKRUPTCY BY SEMMATERIALS, LP AND RESULTING IMPACT ON COUNTY ROAD MAINTENANCE OPERATIONS. (2:09 PM)

Members of the Court heard from: Don Ward, Manager, Road and Bridge Division, TNR.

Discussion only. No formal action taken.

12. CONSIDER AND TAKE APPROPRIATE ACTION ON A PLAT FOR RECORDING IN PRECINCT FOUR: BERDOLL COMMERCIAL SUBDIVISION (10 TOTAL LOTS), AND A CASH SECURITY AGREEMENT WITH REEVES DEVELOPMENT, LLC. (COMMISSIONER GÓMEZ) (9:42 AM)

Clerk's Note: Item 12 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

13. CONSIDER AND TAKE APPROPRIATE ACTION ON A PLAT FOR RECORDING IN PRECINCT THREE: THE RESERVE AT LAKE TRAVIS, FINAL PLAT (129 TOTAL LOTS). (COMMISSIONER DAUGHERTY) (9:42 AM)

Clerk's Note: Item 13 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

14. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
(9:42 AM)
- A. REQUEST TO TERMINATE THE INTERLOCAL AGREEMENTS WITH LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT AND LEANDER INDEPENDENT SCHOOL DISTRICT PERTAINING TO SCHOOL CROSSING GUARD SUPPLEMENTAL PAY; AND
 - B. REQUEST THAT \$11,670 BE ADDED TO THE TRANSPORTATION AND NATURAL RESOURCES FISCAL YEAR 2009 OPERATING BUDGET FOR THE SALARY INCREASE FOR TRAVIS COUNTY SCHOOL CROSSING GUARDS LOCATED IN LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT AND LEANDER INDEPENDENT SCHOOL DISTRICT.

Clerk's Note: Items 14.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

PLANNING AND BUDGET DEPT. ITEMS

15. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:42 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. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:
(9:42 AM)
- A. GRANT CONTRACT WITH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE HEALTH AND HUMAN SERVICES DEPARTMENT TO PROVIDE HOUSEHOLD HEATING AND COOLING ENERGY ASSISTANCE TO HELP LOW INCOME FAMILIES OR INDIVIDUALS BECOME ENERGY SELF-SUFFICIENT; AND
 - B. PERMISSION TO CONTINUE THE CIVIL COURTS FAMILY DRUG TREATMENT COURT TO CONTINUE THE PAYROLL DURING THE MONTH OF SEPTEMBER, 2008.

Clerk's Note: Items 16.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

ADMINISTRATIVE OPERATIONS ITEMS

17. REVIEW AND APPROVE THE IMMEDIATE RELEASE OF REIMBURSEMENT PAYMENT TO UNITED HEALTH CARE FOR CLAIMS PAID FOR PARTICIPANTS IN THE TRAVIS COUNTY EMPLOYEE HEALTH CARE FUND FOR PAYMENT OF \$567,156.23 FOR THE PERIOD OF AUGUST 1 TO AUGUST 7, 2008. (9:42 AM)

Clerk's Note: Item 17 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

18. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (9:42 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. CONSIDER AND TAKE APPROPRIATE ACTION ON LICENSE AGREEMENT WITH TREE OF LIFE CHURCH TO FILM IN THE "OLD COUNTY JAIL" PROPERTY FOR A VIDEO PRODUCTION IN CONNECTION WITH CHURCH-BASED EDUCATIONAL ACTIVITIES ON AUGUST 22, 2008. (9:42 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. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
(10:58 AM) (2:11 PM) (3:05 PM)
- A. RECOMMENDATION OF DEFERRED COMPENSATION PLAN OVERSIGHT COMMITTEE FOR THIRD PARTY ADMINISTRATOR OF DEFERRED COMPENSATION PLAN; AND
 - B. AUTHORIZE DEFERRED COMPENSATION PLAN OVERSIGHT COMMITTEE, DEFERRED COMPENSATION CONSULTANT AND COUNTY ATTORNEY TO BEGIN SPECIFIC CONTRACT DEVELOPMENT WITH GREAT WEST RETIREMENT SERVICES FOR PLAN ADMINISTRATION SERVICES FOR THE TRAVIS COUNTY DEFERRED COMPENSATION 457(B) PLAN, INCLUDING GUARANTEES RELATED TO PROVIDING PRODUCTS AND SERVICES AS PROPOSED. (THIS ITEM MAY BE DISCUSSED IN EXECUTIVE SESSION PURSUANT TO GOV'T CODE ANN. 551.071, CONSULTATION WITH ATTORNEY)

Clerk's Note: Items 20.A&B are associated with one another and were called for concurrent discussion.

Clerk's Note: Judge Biscoe announced that Items 20.A&B would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Clerk's Note: The Court directed Staff to educate all Travis County Employees regarding the proposed move from Nationwide Retirement Services to Great West Retirement Services between today, August 19, 2008 and August 26, 2008, with a view to receiving feedback by using the Intranet, email, public announcements, setting meetings at various County offices, sending out a prepared fact sheet, and including contact numbers for any questions.

Members of the Court heard from: Alicia Perez, Executive Manager, Administrative Operations; Norman McRee, Financial Analyst, Lead, Human Resources Management Department (HRMD); Al DiCristifaro, President, The Retirement Store; Mary Mayes, Investment Manager, Cash/Investment Management, Member, Deferred Compensation Plan Oversight Committee; Greg Jacobs, Travis County Auditor's Office, Member, Deferred Compensation Plan Oversight Committee; Vicki Skinner, Director, District Attorney's Office, Member, Deferred Compensation Plan Oversight Committee; Michelle Brinkman, Chief Deputy, Travis County District Clerk's Office, Member, Deferred Compensation Plan Oversight Committee; Elliot Beck, Assistant County Attorney; Barbara Wilson, Assistant County Attorney, Member, Deferred Compensation Plan Oversight Committee; Kim Wilder, Deferred Compensation, Nationwide Retirement Solutions; and Amy Draper, Travis County Employee.

ITEM 20 CONTINUED

Motion by Judge Biscoe and seconded by Commissioner Davis that we authorize the Committee to take any and all steps to notify all of the County workforce of the change that the Commissioners Court is considering, and that we follow all of the methods that we discussed previously, and any others that we conjure up that make sense and are doable between now and next Tuesday, August 26, 2008.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Items 20.A&B to be reposted on August 26, 20008.

Clerk's Note: The Court agreed without objection to authorize Staff to;

- 1) Put together a simple side-by-side comparison for County employees to look at; and,
- 2) Do what is appropriate to notify all County employees of the issues that we will be looking at next Tuesday, August 26, 2008.

21. **CONSIDER AND TAKE APPROPRIATE ACTION REGARDING SPACE OPTIONS FOR 910 LAVACA AND RELATED SPACE IMPACTS. (1:45 PM)**

Item 21 postponed until August 26, 2008.

OTHER ITEMS

22. **APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (9:42 AM)**

Clerk's Note: Item 22 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

23. **RECEIVE REVENUE AND EXPENDITURE REPORTS FOR THE MONTH OF JULY, 2008. (9:42 AM)**

Clerk's Note: Item 23 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

24. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
(1:42 PM)

A. ORDER TO AMEND TRAVIS COUNTY CODE CHAPTERS 17, 27, 31, 33 AND 69, AS REQUIRED TO REFLECT THE ADOPTION OF THE PROVISIONS OF GOVERNMENT CODE CHAPTER 2264 (HOUSE BILL 2365) FOR THE ACCOUNTING AND REPORTING STANDARDS BY TRAVIS COUNTY; AND

B. ORDER INTERPRETING SECTION 23.050, QUARTERLY PERFORMANCE ANALYSIS AND REPORTING, TRAVIS COUNTY CODE CHAPTER 23, INVESTMENT POLICY AND PROCEDURES MANUAL, AS A RESULT OF HOUSE BILL 2365. (COUNTY AUDITOR)

Clerk's Note: Items 24.A&B are associated with one another and were called for concurrent discussion.

Motion by Judge Biscoe and seconded by Commissioner Gómez to approve Item 24.A.

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

Motion by Judge Biscoe and seconded by Commissioner Eckhardt to approve Item 24.B.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	abstain
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- 25. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FOR ADDITIONAL RESOURCES FOR THE NOVEMBER 4, 2008 PRESIDENTIAL ELECTION, INCLUDING THE NEED FOR ADDITIONAL TEMPORARY PERSONNEL AND ELECTION EQUIPMENT. (COUNTY CLERK) (1:51 PM)

Clerk’s Note: The County Clerk asked the Court for permission for:

- 1) Facilities Management to supply a generator for the early voting location at 5501 Airport Boulevard; and,
- 2) Information and Telecommunications Systems (ITS) to supply their training rooms and phone lines for a call center;

Both departments can accommodate these requests within their current budgets.

Members of the Court heard from: Dana DeBeauvoir, Travis County Clerk.

Motion by Judge Biscoe and seconded by Commissioner Gómez for the departments to proceed – ITS with the extra telephone lines, Facilities Mangement with the generator. Both of these requests will be from existing budgets.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- 26. RECEIVE AND DISCUSS THE PROPOSED BUDGET OF THE TRAVIS COUNTY HEALTHCARE DISTRICT FOR FISCAL YEAR 2009 AND THE ASSOCIATED TAX RATE. (9:45 AM)

Members of the Court heard from: Trish Young, President and Chief Executive Officer, Travis County Healthcare District; Carolyn Konecny, Chief Financial Officer, Travis County Healthcare District; Stacy Wilson, Assistant County Attorney; Christine Garbe, Chief Communications Officer, Travis County Healthcare District; Jimmy Castro, Travis County Resident; Margaret Sammis, Travis County Resident; and Jennifer Gales, Travis County Resident.

Discussion only. No formal action taken.

Item 26 to be reposted on September 16, 2008.

- 27. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING CONTRACTS: (9:42 AM)
 - A. DEFENSIVE DRIVING COURSE PUBLIC SUB-AGENCY TRAINING AGREEMENT;
 - B. COLORADO STATE PATROL FAMILY FOUNDATION ALIVE@25 DVD LEASE; AND
 - C. COLORADO STATE PATROL FAMILY FOUNDATION ALIVE@25 WEBSITE LICENSE AGREEMENT.

Clerk's Note: Items 27.A-C approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 28. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM THE TRAVIS COUNTY SHERIFF'S OFFICE TO USE FISCAL YEAR 2008 PERFORMANCE BASED PAY MONIES FOR ONE-TIME LUMP SUM PAYMENTS TO CIVILIAN, NON-SUPERVISORY EMPLOYEES WITHIN THE SHERIFF'S OFFICE. (10:10 AM)

Members of the Court heard from: Debbie Rich, Human Resources Coordinator, Travis County Sheriff's Office (TCSO); and Charles Vaughan, Chief Assistant County Auditor, Travis County Auditor's Office.

Motion by Commissioner Daugherty **and seconded by** Commissioner Eckhardt to approve Item 28.

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

- 29. RECEIVE BRIEFING AND TAKE APPROPRIATE ACTION ON THE TRAVIS COUNTY SHERIFF'S OFFICE'S DRIVING DISTANCE ANALYSIS FOR TAKE HOME VEHICLES AND APPROPRIATE POLICY CHANGES. (10:22 AM)

Members of the Court heard from: Mike Hemby, Senior Planner, TCSO; and Scott Burroughs, Major, TCSO.

Discussion only. No formal action taken.

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.

30. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING ISSUES RELATED TO CONTRACT BETWEEN TRAVIS COUNTY AND AUSTIN TRAVIS COUNTY LIVESTOCK SHOW AND CLAIMS RESULTING FROM THE 2008 STAR OF TEXAS FAIR AND RODEO. ¹
(9:16 AM)

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.

Item 30 postponed until August 26, 2008.

31. RECEIVE LEGAL BRIEFING REGARDING BUDGET AND COMPENSATION FUNDING FOR DEPARTMENTS HEADED BY CERTAIN APPOINTED OFFICIALS. ¹ (9:17 AM)

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.

Item 31 postponed until August 26, 2008.

32. 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 (2:11 PM) (3:05 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.

Discussion only. No formal action taken.

Item 32 to be reposted on August 26, 2008.

- 33. CONSIDER AND TAKE APPROPRIATE ACTION ON A PROPOSED FIRST AMENDMENT TO CONTRACT FOR THE EXISTING IMPROVED PROPERTY COMMERCIAL CONTRACT BETWEEN TRAVIS COUNTY AND BALCONES RESOURCES, INC. FOR THE SALE OF PROPERTY LOCATED ON JOHNNY MORRIS ROAD, IN PRECINCT ONE. ^{1 AND 2} (2:11 PM) (3:06 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 and Gov't. Code Ann. 551.072, Real Property.

Motion by Commissioner Davis and seconded by Commissioner Gómez that we allow Balcones Resources Inc. until October 6, 2008 to allow them to do the necessary due diligence, and also, if necessary, allow our County Staff, the County Attorney's Office, and anybody else that may be necessary to allow for the assistance if needed.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

ADDED ITEMS

- A1. RECEIVE REVISED FISCAL YEAR 2009 BUDGET AGENDA WORKSHEET THAT INCLUDES TOPICS DISCUSSED DURING BUDGET HEARINGS AND THAT SERVES TO IDENTIFY POTENTIAL TOPICS TO BE ADDRESSED DURING THE FISCAL YEAR 2009 BUDGET MARK-UP SCHEDULED FOR SEPTEMBER 3, 4 AND 5, 2008. (1:45 PM)

Members of the Court heard from: Rodney Rhoades, Executive Manager, Planning and Budget Office (PBO); and Chris Broussard, Business System Consultant, PBO

Discussion only. No formal action taken.

- A2. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM FAMILY CONNECTIONS TO USE COUNTY OWNED PARKING LOT AT CHAIR KING PROPERTY LOCATED AT 5335 AIRPORT BOULEVARD. (1:44 PM)

Item A2 postponed until August 26, 2008.

Clerk's Note: The County Judge directed the Constable not to write any more tickets until the Commissioners Court has had a chance to address this.

ADJOURNMENT

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to adjourn the Voting Session. (3:06 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

C3

WS # _____

VS # _____

TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Work Session _____

Voting Session 09/09/08

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

B. Requested Text:

Approve setting a Public Hearing on September 30, 2008 to receive comments regarding a request to authorize the filing of an instrument to vacate two 5' public utility easements located along either side of the common lot line between Lots 22 and 23, Block HH of Valley lake Hills, Section One – a subdivision in Travis County, Precinct 3.

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

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

*Any backup material to be presented to the court must be submitted with this Agenda Request – 1 original and 8 copies

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

Yes X No _____ Please list those contacted and their phone number

John Hille - 854-9415 Austin American-Statesman
Anna Bowlin - 854-9383 Joe Arriaga - 854-9383

III. PERSONNEL

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

IV. BUDGET REQUESTS

If your request involves any of the following please check appropriately:

- ___ Additional funding for your department
- ___ Transfer of funds within your department budget
- ___ A change in your department's personnel

The County Personnel (473-9165) and/or the Budget and Research Office (473-9171) must be notified prior to submission of this agenda request.

AGENDA REQUEST DEADLINES

All Agenda Requests and supporting materials must be submitted to the County Judge's Office in writing by 5:00 p.m. on Tuesdays for the next week's meeting.



TRANSPORTATION AND NATURAL RESOURCES

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

MEMORANDUM

DATE: August 29, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

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

SUBJECT: Approve setting a Public Hearing on September 30, 2008 to receive comments regarding a request to authorize the filing of an instrument to vacate two 5' public utility easements located along either side of the common lot line between Lots 22 and 23, Block HH of Valley lake Hills, Section One – a subdivision in Travis County, Precinct 3.

Summary and Staff Recommendation:

TNR has received a request to vacate two 5' public utility easements (PUEs) located along either side of the common lot line of Lots 22 and 23, Block HH of Valley Lake Hills, Section One. Lots 22 and 23 front on Thomas Lane, a street not maintained by Travis County. The purpose for this vacation is so that the property owner can build a house, garage, and driveway without encroaching on the subject PUEs.

The utility companies operating in the area have stated that they have no objection to vacating this portion of the easement. TNR recommends the vacation as described in the attached Order of Vacation and as shown on the attached field notes and sketch.

Budgetary and Fiscal Impact:

None.

Issues and Opportunities:

Travis County has no need for these easements and would not benefit from vacating or not vacating. It has been the responsibility of the applicant to contact the utility companies operating in the area. Travis County has relied on the utility companies to decide if the easements need to be retained for the surrounding property owners. TNR staff foresees no reason for opposition to this vacation.

Page 2
August 29, 2008

Required Authorizations:

All responding utility companies known to be serving this area have stated that they have no need to retain the easements as described in the attached field notes and sketch.

Exhibits:

Order of Vacation
Letter of Request
Field Notes and Sketch
Statements from utility companies (4)
Maps

PS:AB:ps

1105 Thomas Lane

08-PUE-08

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of two 5' public utility easements located along either side of the common lot line of Lots 22 and 23, Block HH of Valley Lake Hills, Section One as recorded in Volume 48, Page 45 of the Plat Records of Travis County, Texas, so that the proposed improvements are not encroaching on the subject public utility easements; and

WHEREAS, utility providers serving the area have indicated that they have no need for the two 5' public utility easements requested to be vacated as described in the attached field notes and sketch; and

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the two 5' public utility easements as described in the attached field notes and sketch; and

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on September 30, 2008 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the two 5' public utility easements located along either side of the common lot line of Lots 22 and 23, Block HH of the Valley Lake Hills, Section One, as shown on the attached sketch and described in the attached field notes, is hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2008.

SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

COMMISSIONER GERALD DAUGHERTY
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

CODE: 0102

RECEIVED

JUL 16 2008

TNR

To: Joseph P. Gieselman

From: Jonathan McCabe

Fax: 512.854.4697

I, Jonathan McCabe, am requesting that Travis County allows a "vacate" of public utility easement located between lots 22 and 23, Blk HH, Valley Lake Hills (10006 and 10008 Thomas Ln., Dripping Springs, Tx, 78620). I want to build a driveway, house, and garage on the two lots. There will be several places the building area will cross the easement area.

Please contact me with any questions at 512.924.6665. Thank you.

Jonathan McCabe

P.S. I have mailed a check to Transportation & Natural Resources
Joseph P. Gieselman
411 West 13th St
P.O. Box 1748
Austin

78767

Thank You.
Jonathan McCabe

**STATE OF TEXAS
COUNTY OF TRAVIS**

**0.08 ACRE
EASEMENT AREA**

A DESCRIPTION OF A 0.08 ACRE TRACT OF LAND BEING A PORTION OF LOT 22 AND LOT 23, BLOCK "HF", VALLEY LAKE HILLS, SECTION #1, A SUBDIVISION RECORDED IN VOLUME 48, PAGE 45, PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.08 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Commencing at a 3/8 inch iron rod found in the westerly right of way of Thomas Lane (50' right of way), said iron rod being the northeast corner of Lot 23 and the southeast corner of Lot 22, Thence N 76°05'00"W, with the common lot line of Lot 22 and Lot 23, a distance of 6.86 feet to the **POINT OF BEGINNING;**

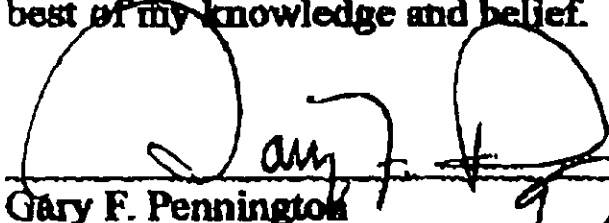
THENCE crossing Lot 23, the following three (3) courses and distances:

- 1) with the arc of a curve to the left 6.88 feet, said curve having a radius of 260.57 feet, a chord bearing of S 29°30'14"E, and a chord distance of 6.88 feet, to a point,
- 2) N 76°05'00"W, a distance of 336.41 feet to a point, and
- 3) N 29°45'13"W, passing at a distance of 6.91 feet the common lot line of Lot 23 and Lot 22, and continuing on crossing through Lot 22, a total distance of 8.60 feet to a point;

THENCE continuing to cross Lot 22, the following three (3) courses and distances:

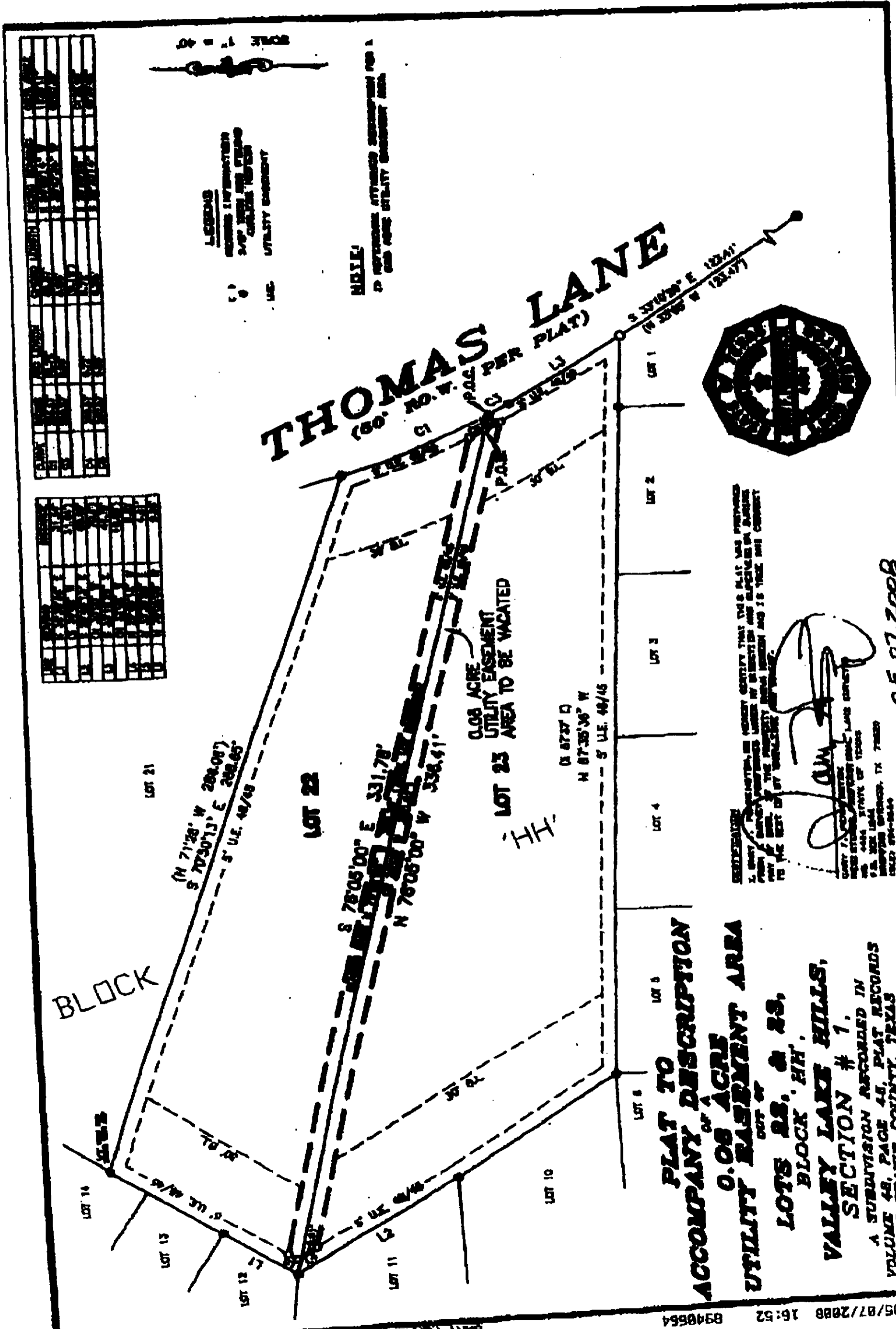
- 1) N 33°36'56"E, a distance of 4.01 feet to a point,
- 2) S 76°05'00"E, a distance of 331.78 feet to a point, and
- 3) with the arc of a curve to the left a distance of 6.72 feet, said curve having a radius of 260.57 feet, a chord bearing of S 28°00'29"E, and a chord distance of 6.72 feet, to the **POINT OF BEGINNING**, containing 0.08 acre of land.

I, Gary F. Pennington, do hereby certify that this description and associated sketch to accompany the description was prepared from a survey made on the ground, May of 2008, under my direction and supervision and is true and correct to the best of my knowledge and belief.


 Gary F. Pennington
 Registered Professional Land Surveyor
 No. 4404- State of Texas
 P.O. Box 1244, Dripping Springs, Texas 78620
 (512) 894-0664

05-07-2008







TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIEBELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building, 11th Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-8383
FAX (512) 854-4807

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 10006 + 10008 Thomas Ln (address) and/or Lot 22 + 23 B15 NH Valley Lake Hills Sec. 1 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement, your prompt reply is requested.

STATEMENT

We do not have need for an easement on the property as described in the accompanying document.

We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Laurie Schumpert

Signature

Laurie Schumpert

Printed Name

Designer

Title

Time Warner Cable - Central TX

Utility Company or District

May 12, 2008

Date

Please return this completed form to:

JONATHAN McCABE

Name

17408 Deer Creek Skyview

Address

Dripping Springs/TX / 78620

City/State/Zip

CONSENT TO VARIANCE

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

KNOW ALL PERSONS BY THESE PRESENTS:

This Consent to Variance is made this 3rd day of June 2008, by DEER CREEK RANCH, INC., hereinafter referred to as the "Declarant" and DEER CREEK RANCH WATER CO., LLC, hereinafter referred to as the "Water Company."

WHEREAS, the Declarant is that same entity referred to as "Owner" in that document dated 11th day of May, 1973, and filed of record at Volume 4648, Page 824 of the Deed Records of Travis County, Texas, being declarations and covenants (the "Declarations") for VALLEY LAKE HILLS (the "Subdivision"), a subdivision in Travis County, Texas, according to the map or plat thereof filed of record at Volume 48, Page 45, Plat Records of Travis County, Texas; the Declarations and the plat are jointly referred to herein as the "Restrictive Covenants."

WHEREAS, the owners of Lots 22 and 23 (the "Lots"), Block HH of the Subdivision desire to construct a single improvement on the two Lots combined, building across the lot line shared by the Lots (the "Interior Lot Line");

WHEREAS, the Restrictive Covenants prohibit the construction of improvements within a certain distance from each lot line and the Water Company has the right to use the easement for public utilities along either side of the Interior Lot Line;


NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, to the extent that Declarant and Water Company have the right and authority to do so, and as long as the Lots are being developed as a single lot, combined, Declarant and Water Company

- a. Consent to improvements being built over and across the Interior Lot Line;
- b. Waive the Restrictive Covenants as to the distance improvements may be erected or constructed from the Interior Lot Line; and
- c. Waive any easement for public utilities along either side of the Interior Lot Line.

Nothing herein shall be taken to affect the set back requirements along the front, rear, and other sides of the Lots.

Dated this 3rd day of June 2008.

DEER CREEK RANCH, INC.

By: 

Sam L. Hammett, President

DEER CREEK RANCH WATER COMPANY, LLC

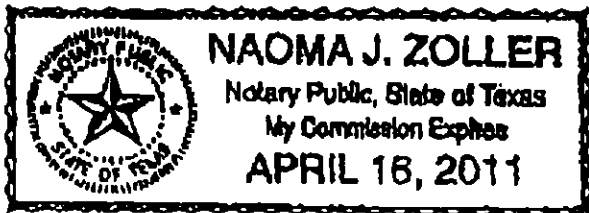
By ~~DEER~~ CREEK RANCH, INC., Member

By: 

Sam L. Hammett, President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

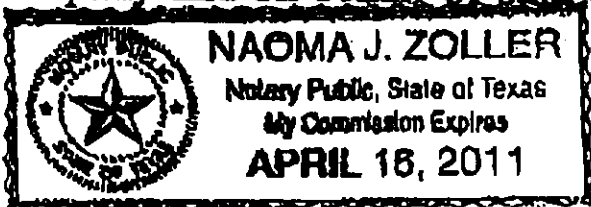
This instrument was acknowledged before me on the 3rd day of June 2008, by Sam J. Hammett, as President of Deer Creek Ranch, Inc., a Texas corporation and on behalf of said corporation.



Naoma J. Zoller
Notary Public, State of TEXAS

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 3rd day of June 2008, by Sam J. Hammett, as President of Deer Creek Ranch Water Co., LLC, a Texas limited liability company and on behalf of said company.



Naoma J. Zoller
Notary Public, State of TEXAS

After Recording, Return to:

Jonathan McCabe
17408 Deer Creek Skyview
Dripping Springs, TX 78620

RELEASE OF EASEMENT

STATE OF TEXAS ∞
COUNTY OF TRAVIS ∞

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Earl N. Jackson, as previous owner/developer of all lots in Valley Lake Hills, Section 1, a subdivision in Travis County, Texas according to the map or plat thereof, heretofore granted a public utility easement to Pedernales Electric Cooperative, Inc., a corporation for public utility purposes covering property situated within Valley Lake Hills, said public utility easement being recorded in Volume 48, Page 45 of the Plat Records in Travis County, Texas; and,

WHEREAS, said public utility easement referred to hereinabove includes and is comprised of all lots within Valley Lake Hills, Section 1, Travis County, Texas; and,

WHEREAS, Jonathan McCabe and Jennifer Moayedi, as current owners, desire that said public utility easement along the common boundary line between Lots 22 and 23, Valley Lake Hills, Section 1, Travis County, Texas, be abandoned and released in full; and,

WHEREAS, Pedernales Electric Cooperative, Inc. provides electric service to the aforementioned area and will continue to have an adequate easement to said property through the remaining public utility easement as granted above;

NOW, THEREFORE, be it known that Pedernales Electric Cooperative, Inc., a corporation whose post office address is Johnson City, Texas, for and in consideration of One Dollar (\$1.00), does hereby release the public utility easement along the common boundary line between Lots 22 and 23, Valley Lake Hills, Section 1, Travis County, Texas, and referred to hereinabove.

EXECUTED: May 15, 2008

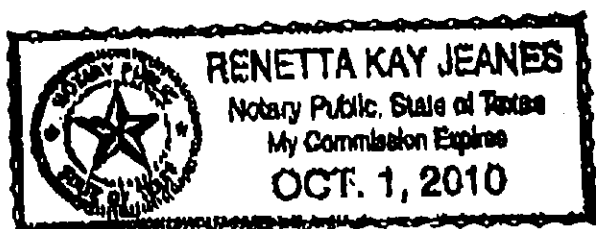
PEDERNALES ELECTRIC COOPERATIVE, INC.

BY: Trey Grebe
Trey Grebe
District Manager

THE STATE OF TEXAS ∞
COUNTY OF TRAVIS ∞

BEFORE ME, the undersigned authority, on this day personally appeared Trey Grebe, District Manager of Pedernales Electric Cooperative, Inc., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE May 15, 2008.



Renetta Kay Jeanes
Notary Public in and for the State of Texas

**STATE OF TEXAS
COUNTY OF TRAVIS**

RELEASE OF EASEMENT

WHEREAS, the plat of Valley Lake Hills, Section 1, Bee Caves, Texas, a subdivision in the County of Travis, of record in Volume 48, Page 45, of the Plat Records of Travis County, Texas, and said record reflects a 5 foot PUE on the common side property lines of Lots 22 and 23, Block HH, of said subdivision, of record in Documents 2007015105 and 2005022400, Property Records of Travis County, Texas, and as applicant requests the release of said easements on said property, said property located at 10006 and 10008 Thomas Lane, AND:

WHEREAS, all utilities are in place within other dedicated easements, and no further need exists for the above easements as reflected on said plat:

NOW, THEREFORE, in consideration of the premises and in order to adjust because of proposed encroachment upon these easements, the undersigned do hereby abandon all right, title and interest in and to these easements, as described, on the above addressed property, in said subdivision.

EXECUTED this 5th day of August, 2008

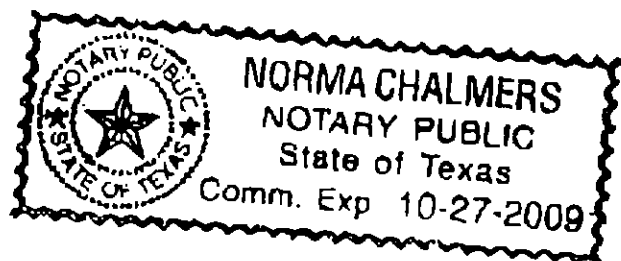

MGR.-ENG. DESIGN

SOUTHWESTERN BELL TELEPHONE, L.P., a Texas limited partnership,
d/b/a AT&T Texas

By: SBC TEXAS, L.L.C.,
a Delaware limited liability company,
its general partner

BEFORE ME, the undersigned authority, on this day personally appeared Marc Potter, Manager-Engineering Design, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration there expressed, as the act and deed of **SOUTHWESTERN BELL TELEPHONE COMPANY** and in the capacity therein stated.

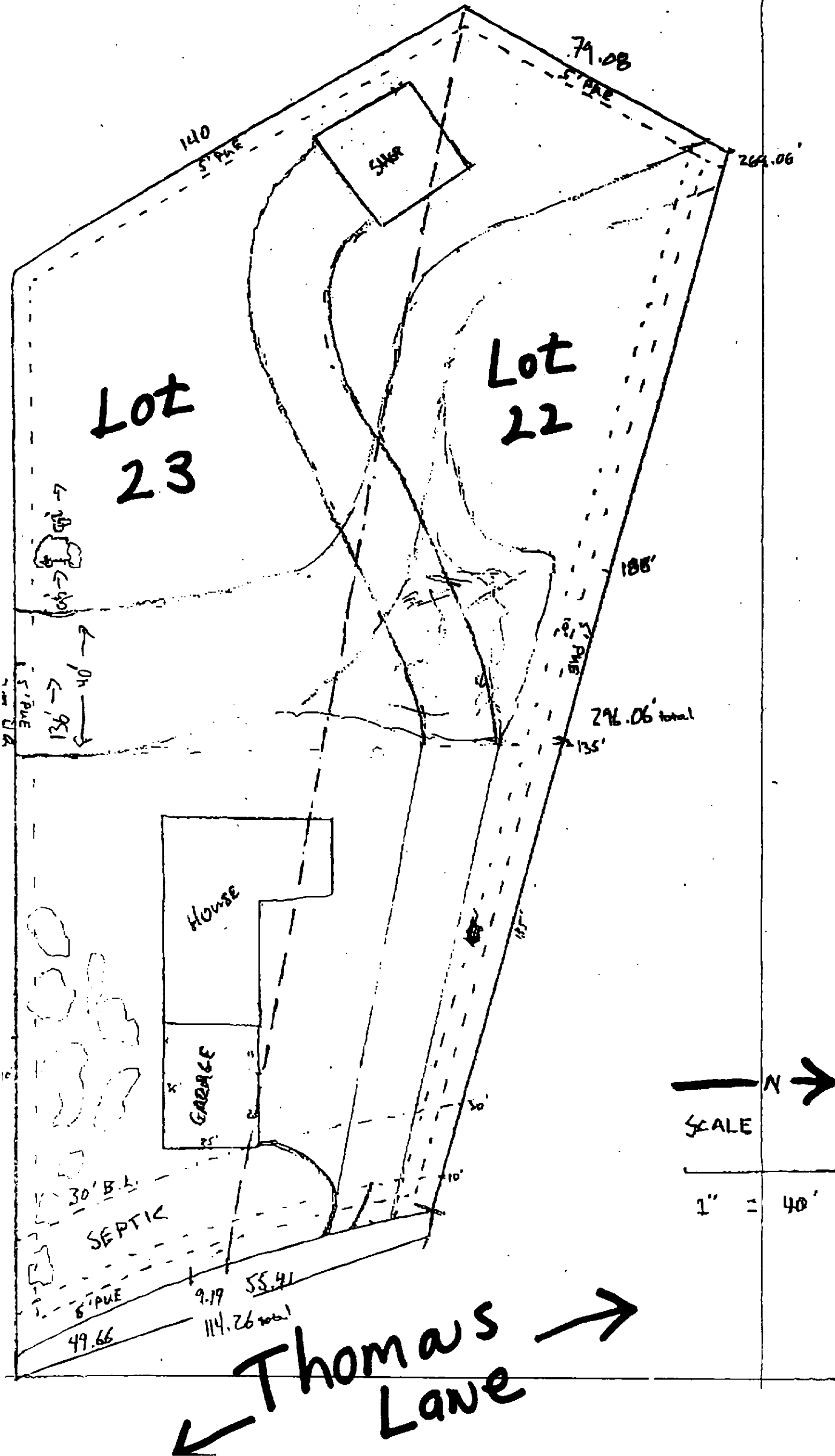
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 7th day of August, 2008




Notary Public, State of Texas

My commission expires 10-27-2009

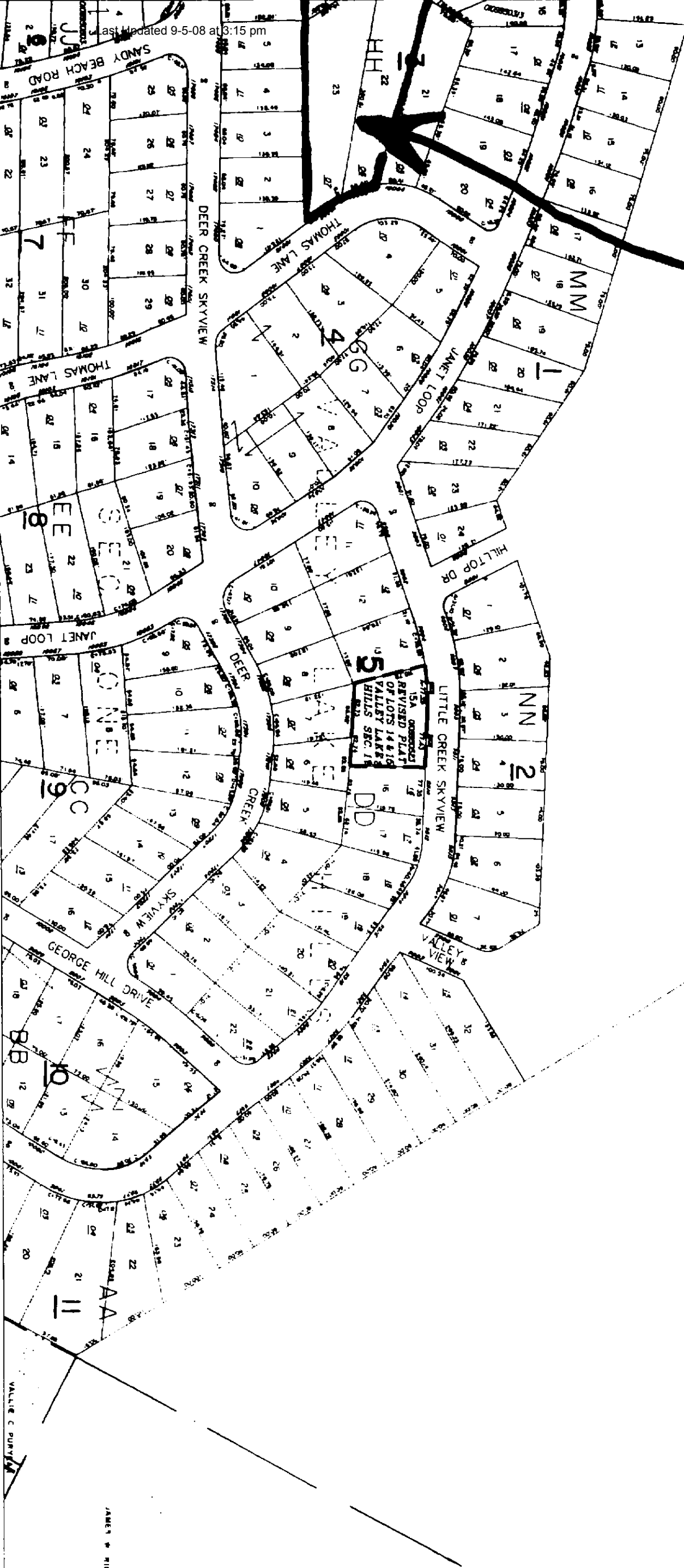
Lot 22 + 23
BIK HH
Valley Lake Hills
10006 Thomas Ln.
10008 Thomas Ln.



Lots 22 & 23, BIK HH, Valley Lake Hills Section One Vaccate two 5' PUEs

PUEs' Location

REFER TO 1.0996



0' 100'

SCALE

MAP NO. 10995

1197
10997
10797 | 10795

1" = 400' MAP REFERENCE 10996

TRAVIS CENTRAL APPRAISAL DISTRICT
8314 Cross Park Drive
Austin, Tx 78754
Internet Address: WWW.TRAVISCAD.ORG

Main Telephone Number (512)834-9317
Fax Number (512)835-5371

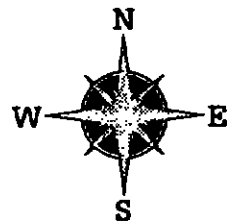
P.O. Box 149012
Austin, Tx 78714
Appraisal Information (512)834-9138
TDD (512)836-3328

REVISIONS
04/15/2003 LAMJ

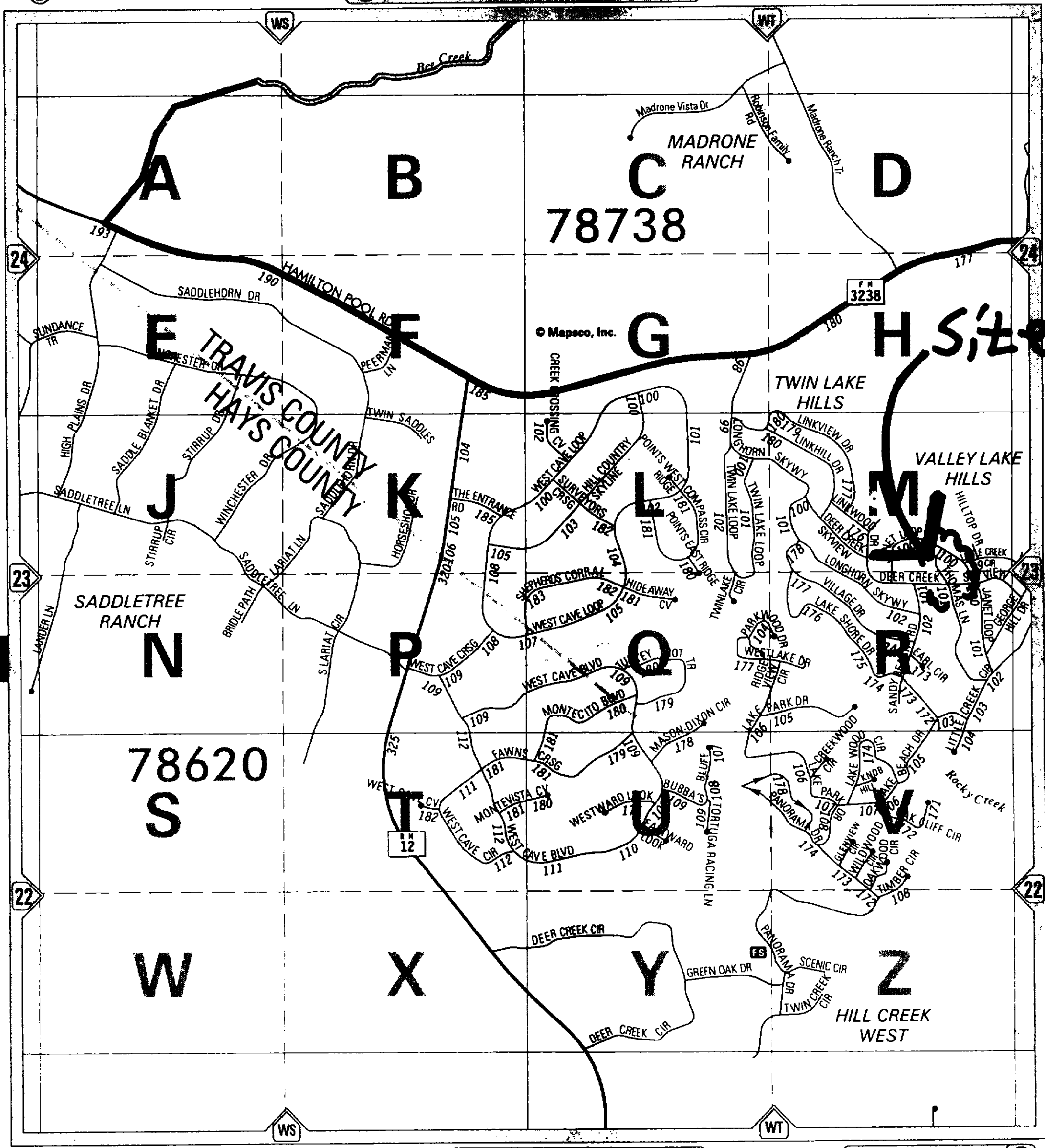
ASSOCIATIONS
LAKE TRAVIS ISD
TCECD NO. 6
TRAVIS COUNTY

Lots 22 & 23, Blk HH, Valley Lake Hills Section One Vacate two 5' PUEs

THIS PAGE ALSO APPEARS IN THE
MAPSCO HAYS COUNTY STREET GUIDE
AS PAGE HAYS 8.



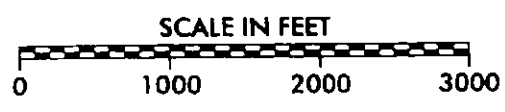
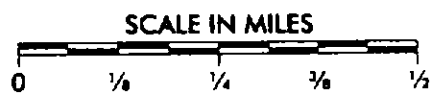
CONTINUED ON MAP 576



CONTINUED ON MAP 576

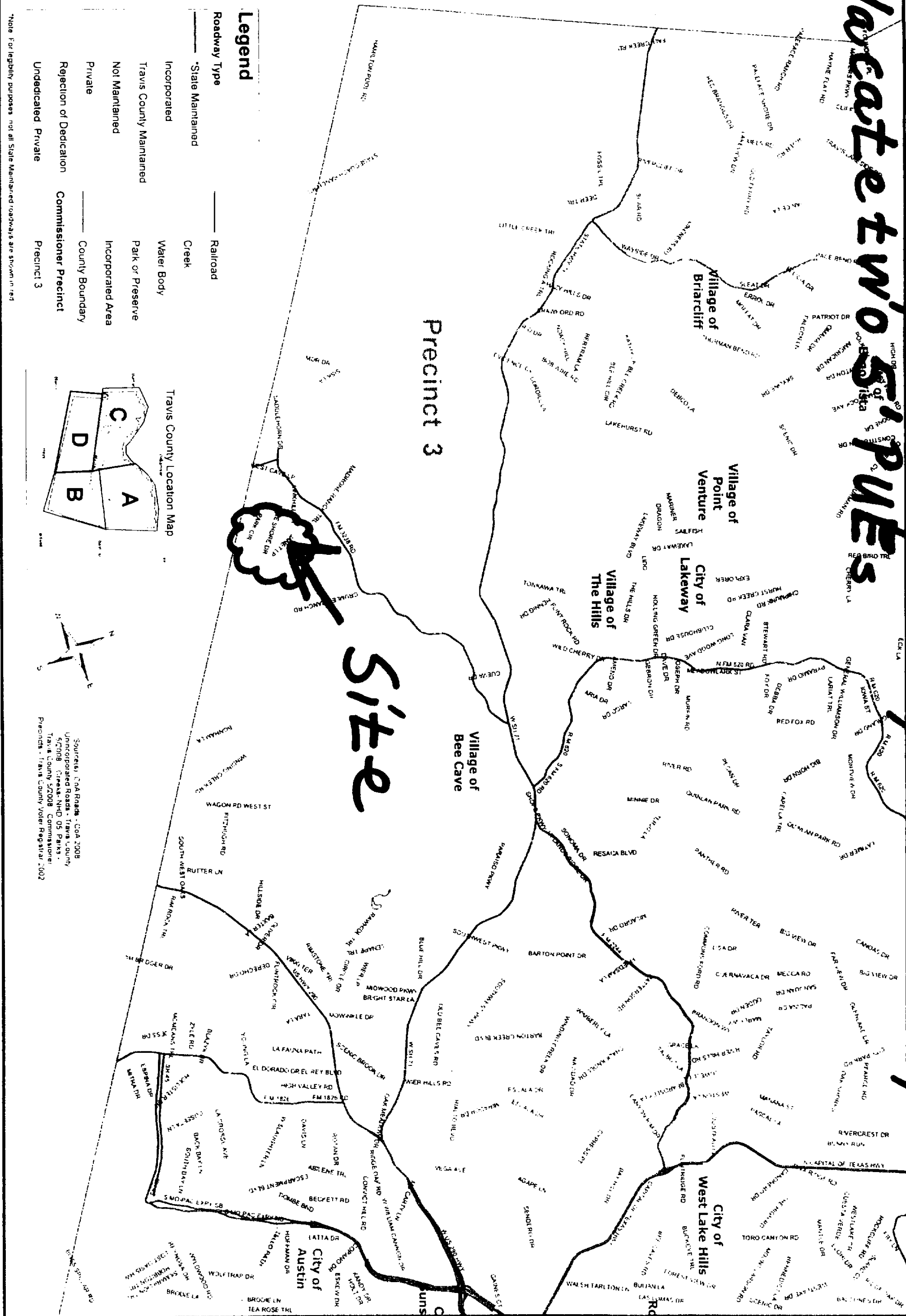
CONTINUED ON MAP 607

CONTINUED ON MAP 578



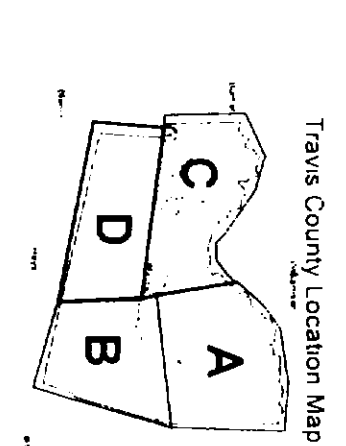
COPYRIGHT 1993, 2006 by MAPSCO INC. - ALL RIGHTS RESERVED

Lot 22 & 23, Blk HH Valley Lake Hills, Section 1 Vocatee Two's PUEs



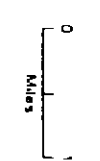
Legend

Roadway Type	Symbol
State Maintained	Thick solid line
Incorporated	Thin solid line
Travis County Maintained	Dashed line
Not Maintained	Thin solid line with dashes
Private	Thin solid line with dots
Rejection of Dedication	Thin solid line with crosses
Undedicated Private	Thin solid line with triangles
Railroad	Line with cross-ticks
Creek	Wavy line
Water Body	Blue area
Park or Preserve	Green area
Incorporated Area	Thick solid line
County Boundary	Dashed line
Commissioner Precinct	Thick solid line
Precinct 3	Thin solid line



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

Travis County Roadways, Map D



Map Prepared by Travis County
 Dept of Transportation & Natural
 Resources
 Date: 5/12/2008
 File: www.co.tx.travis.gov

Map Disclaimer: This map was created for the Travis County Sign Crew for identifying Travis County's maintained roadways. The data is provided "as is" with no warranties of any kind. For questions, contact the Travis County GIS Coordinator at (512) 854-9383.

C4

WS # _____

VS # _____

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Work Session _____

Voting Session 09/09/08

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

B. Requested Text:

Approve setting a Public Hearing on September, 30 2008 to receive comments regarding a request to authorize the filing of an instrument to vacate a 5' public utility & drainage easement located along rear lot line of Lot 15, Block C of Valle Verde Beach Subdivision – a subdivision in Travis County, Precinct 3.

C. Approved by: _____

Commissioner Gerald Dougherty, Precinct Three

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

*Any backup material to be presented to the court must be submitted with this Agenda Request – 1 original and 8 copies

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

Yes X No _____ Please list those contacted and their phone number

AB
JVB

John Hille - 854-9415

Austin American-Statesman

Anna Bowlin - 854-9383

Joe Arriaga - 854-9383

Don Grigsby - 854-9383

III. PERSONNEL

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

IV. BUDGET REQUESTS

If your request involves any of the following please check appropriately:

____ Additional funding for your department

____ Transfer of funds within your department budget

____ A change in your department's personnel

The County Personnel (473-9165) and/or the Budget and Research Office (473-9171) must be notified prior to submission of this agenda request.

AGENDA REQUEST DEADLINES

All Agenda Requests and supporting materials must be submitted to the County Judge's Office in writing by 5:00 p.m. on Tuesdays for the next week's meeting.



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER




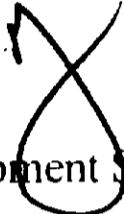
411 West 13th Street
Executive Office Building, 11th Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

MEMORANDUM

DATE: August 27, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director - Development Services 

SUBJECT: Approve setting a Public Hearing on September, 30 2008 to receive comments regarding a request to authorize the filing of an instrument to vacate a 5' public utility & drainage easement located along rear lot line of Lot 15, Block C of Valle Verde Beach Subdivision -- a subdivision in Travis County, Precinct 3.

Summary and Staff Recommendation:

TNR has received a request from the property owner to vacate a 5' public utility & drainage easements located along the rear lot line of Lot 15, Block C of Valle Verde Beach Subdivision. Lot 15 fronts on Beach Road, a street maintained by Travis County. The purpose for this vacation is so that the lot owner can construct a concrete slab around a proposed pool. The slab would encroach on the subject easement if the easement was not vacated.

In regards to the drainage easements, Registered Professional Engineer, Curtis L. Morriss, has inspected the subject property. Based on his investigation, he states, "In my professional opinion, there is no need for the drainage easement in question. There are currently no concentrated flows either entering the easement from an adjacent lot nor are concentrated flows being conveyed within the easement to another lot. Further, I anticipate no future drainage needs for this easement as all runoff should be conveyed directly into Lake Fravis rather than parallel to it."

In regards to the public utility easements, utility companies known to be serving the area have signed off on the vacation of the public utility easement. TNR recommends the vacation of the public utility and drainage easement as described in the attached Order of Vacation and as shown on the attached field notes and sketch.

Budgetary and Fiscal Impact:

None.

Page 2

August 27, 2008

Issues and Opportunities:

Travis County has no need for the easement and would not benefit from vacating or not vacating them. Travis County has relied on the utility companies and the reviewing Engineer to decide if the public utility and drainage easements need to be retained for the surrounding property owners.

Required Authorizations:

All known utility companies operating in the area have approved the vacation of the public utility easement. A Registered Professional Engineer has stated that the vacation of the drainage easement will not present any problem to the public in the future.

Exhibits:

Order of Vacation
Letter of Request
Field Notes and Sketch
Engineer's letter
Utility sign-off letters
Location Maps

PS;AB:ps

1105 Beach Road

08-DE/PUE-02

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of a 5' public utility & drainage easement located along the rear lot line of Lot 15, Block C of Valle Verde Beach Subdivision, as recorded in Volume 16, Page 14, of the Plat Records of Travis County, Texas, so that the proposed concrete patio is not encroaching on the subject easement; and

WHEREAS, the utility companies serving the area have indicated that they have no need for the 5' public utility easement requested to be vacated as described in the attached field notes and sketch; and

WHEREAS, a Professional Engineer, in his judgment, has recommended the vacation of the 5' drainage easement; and

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the 5' public utility & drainage easement as described in the attached field notes and sketch; and

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on September 30, 2008 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the 5' public utility & drainage easement located along the rear lot line of Lot 15 of Valle Verde Beach Subdivision, as shown on the attached sketch and described in the attached field notes, is hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2008.

SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

COMMISSIONER GERALD DAUGHERTY
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR



July 9, 2008

Dear Travis County,

This letter is in coordination with the application submitted for the easement release at the property 10800 Beach Rd., Leander, TX. 78641. Legal Description of property known as Lot 15, Block C of Valle Verde Beach Subdivision. We are requesting the easement be vacated in order to finalize and receive a permit on the pool construction. We'd like to stress that the pool was not built over the easement we are requesting to be vacated, only the decking/cement area. Per the attached letter from Pedernales Electric, they have approved the release of the easement. Outlined below is the representative you may contact in regards to this request.

Please don't hesitate to call us if you need additional information.

Thank You,

A handwritten signature in black ink, appearing to read "Angela Jimenez", is written over a faint, larger version of the signature.

Angela Jimenez
Office Coordinator

Cody Pools

Direct : (512) 835-4966

Austin - Corporate
2300 Parmer Lane
Austin TX, 78727
(512) 835-4966 Office
(512) 835-8059 Fax

Buda/Kyle
15300 S. IH-35, #400
Buda TX, 78610
(512) 312-3973 Office
(512) 312-2309 Fax

Georgetown/Killeen
5115 S. IH35
Georgetown TX, 78626
(512) 948-0036 Office
(512) 930-0600 Fax

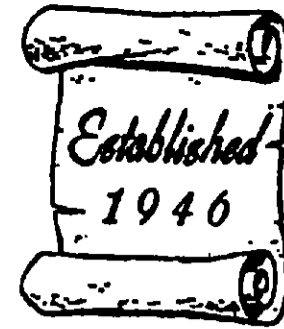
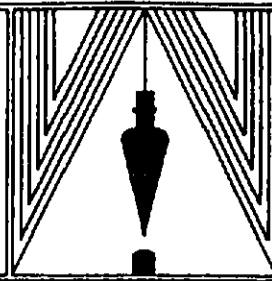
Lakeway/Bee Caves
12307 Hwy. 71
Austin TX, 78738
(512) 835-6541 Office
(512) 263-0029 Fax

San Antonio
19422 US Hwy 281 N., #101
San Antonio TX, 78259
(210) 249-9129 Office
(210) 835-5555 Fax



WATSON SURVEYING

9501 CAPITAL OF TEXAS HWY.
SUITE 303 AUSTIN, TX 78759
346-8566 FAX 346-8568



FIELD NOTES FOR 447 SQUARE FEET OF LAND OUT OF LOT 15, BLOCK C, VALLE VERDE BEACH SUBDIVISION, A SUBDIVISION RECORDED IN BOOK 16, PAGE 14, PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SAID 447 SQUARE FEET BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the southwest corner of said Lot 15, also the northwest corner of Lot 16, for the southwest corner hereof;

THENCE N18°59'00"E 89.27 feet with the west line of said Lot 15 to its northwest corner, also southwest corner of Lot 14, for the northwest corner hereof;

THENCE S70°14'00"E 5.00 feet with the north line of said Lot 15 to a calculated point in said line, for the northeast corner hereof;


THENCE S18°59'00"W 89.51 feet through said Lot 15, parallel to and maintaining a distance of 5.00 feet from the west line of Lot 15, to a calculated point in the south line of Lot 15, for the southeast corner hereof;

THENCE N67°40'00"W 5.01 feet with the south line of Lot 15 to the POINT OF BEGINNING, containing 447 square feet of land, more or less.

All bearings are record
Bearing basis is plat (16/14)

See accompanying sketch for more information

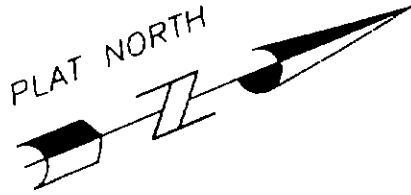
Field notes prepared 4 August 2008 by:


Stuart Watson, RPLS 4550



SKETCH TO ACCOMPANY FIELD NOTES FOR 447 SQUARE FEET OUT OF LOT 15,
BLOCK C, VALLE VERDE BEACH SUBDIVISION, A SUBDIVISION RECORDED IN
VOL. 16, PAGE 14, PLAT RECORDS OF TRAVIS COUNTY, TEXAS

LOCAL ADDRESS:
10800 BEACH ROAD



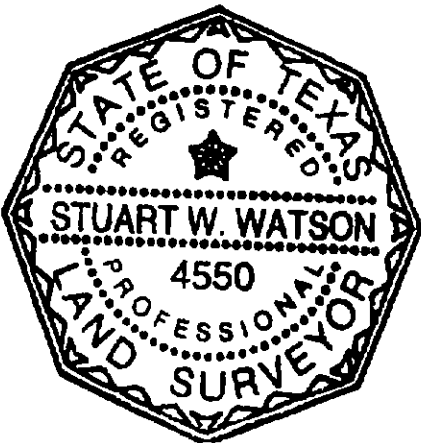
SCALE: 1" = 30'

BEARING BASIS IS
FROM PLAT

ALL COURSES ARE
RECORD, UNLESS
OTHERWISE NOTED.

LEGEND

- 1/2" STEEL PIN FOUND
- 1/2" STEEL PIN FOUND W/CAP
- 1/2" STEEL PIN SET W/CAP
- ⊕ 60D NAIL FOUND
- ⊕ RED FLAG FOUND
- B.L. BUILDING SETBACK LINE
- U.E. UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- X- FENCE
- E- OVERHEAD UTILITIES
- () RECORD INFORMATION

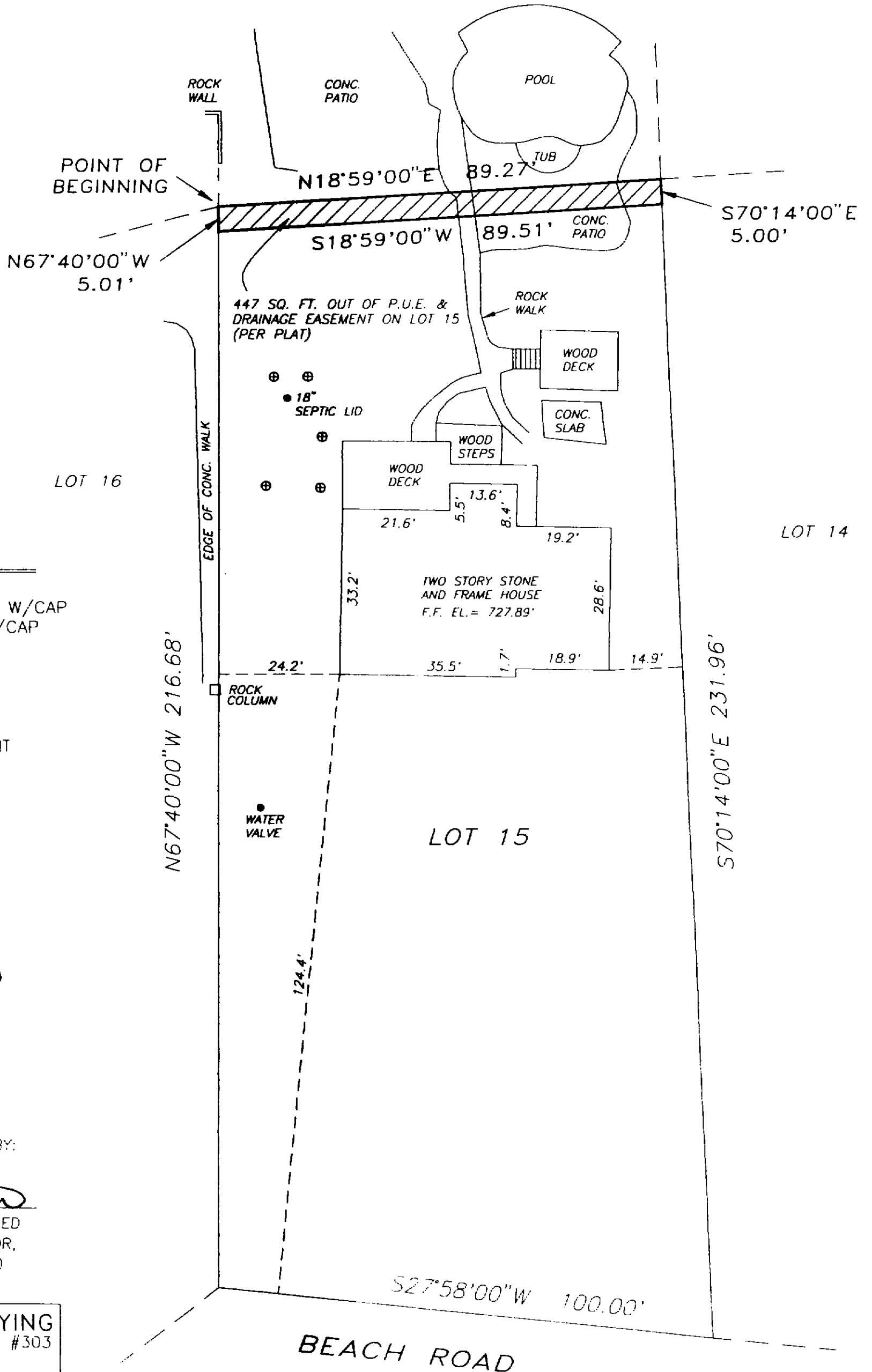


PREPARED 4 AUGUST 2008 BY:

Stuart Watson

STUART W. WATSON, REGISTERED
PROFESSIONAL LAND SURVEYOR,
TEXAS LICENSE NUMBER 4550

WATSON SURVEYING
9501 CAP OF TEX HWY. #303
AUSTIN, TEXAS 78759
PHONE (512) 346-8566





BAKER-AICKLENS
ASSOCIATES, INC.

204 South Hill Street, Suite 101 • Georgetown, Texas 78626
Office: 512.761.1100 • Fax: 512.761.1101
www.baker-aicklen.com

August 4, 2008

Mr. Dave Dawson
10800 Beach Road
Leander, Texas 78641

Re: Drainage Easement Vacation
Lot 15, Block C
Valle Verde Subdivision
Volume 16, Page 14 TCP

Dear Mr. Dawson,

This letter is written in regards to the existing 5' P.U.E. and Drainage Easement which is located at the rear of the your residential lot referenced above and adjacent to your second tract (0.347 acres out of the Samuel Hayford Survey No. 53) which is an otherwise inaccessible tract extending your property to the centerline of the Sandy Creek arm of Lake Travis. Per our meeting on-site, you are in the process of having this particular 5' P.U.E. and Drainage Easement vacated. You have already begun the process with all utility providers having jurisdiction in your area to verify that there are currently no public utilities within the easement and that there are no plans to place utilities within the easement. This letter is written to address the "Drainage" issues relating to this easement.

The legal lot which contains the 5' drainage easement in question (Lot 15, Blk. C, Valle Verde Subdivision) has frontage on the Sandy Creek arm of Lake Travis with the 716' contour associated with Lake Travis running approximately parallel to and approximately 45' uphill from the rear lot line. This places the rear of your legal lot, and the 5' drainage easement in question, below the 716' contour of Lake Travis. Your second tract simply extends your acreage further downslope (west) all the way to the centerline of the Sandy Creek arm of Lake Travis. The easement in question runs north and south parallel to the existing topography (and parallel to the lake). There are neither storm sewer culverts nor a ditch of any description within this easement: storm water runoff from your residential lot runs straight downhill as either sheet or shallow concentrated flow directly across (rather than within) the easement in question to your second tract and thence directly into Lake Travis.

It is neither desirable nor even feasible to use the drainage easement in question to convey storm water within the easement. First, it is too narrow to actually contain any kind of conveyance structure (whether it is an underground culvert or an open channel). Typically, Travis County requires a minimum easement width of 15' for storm sewer and 25' for any kind of open channels. Second, all runoff in this area is being conveyed directly TO the lake rather than either north or south parallel to it. Neither of the neighboring lots (Lot 14 to the north nor Lot 16 to the south) show evidence of any kind of ditch or other drainage conveyance which could discharge water to, or receive water from, the easement in question.

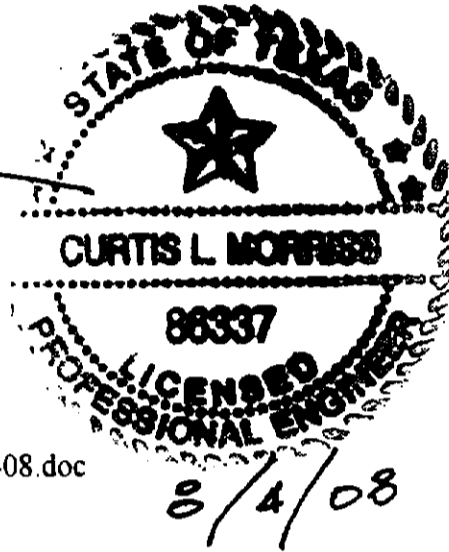
In my professional opinion, there is no need for the drainage easement in question. There are currently no concentrated flows either entering the easement from an adjacent lot nor are concentrated flows being conveyed within the easement to another lot. Further, I anticipate no future drainage needs for this easement as all runoff should be conveyed directly into Lake Travis rather than parallel to it.

I hope that this letter addresses any drainage questions which may arise concerning this drainage easement. Should you have any further questions or comment, please call.

Respectfully,



Curtis L. Morriss, P.E.



NA1836-5-001 (Dave Dawson)\drainage easement 080408.doc

RELEASE OF EASEMENT

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TRAVIS §

WHEREAS, Lake Travis Development Group, LLC, as previous owners of all lots in Valle Verde Beach, a subdivision in Travis County, Texas according to the map or plat thereof, heretofore granted certain easements to Pedernales Electric Cooperative, Inc., a corporation for public utility purposes covering property situated within Valle Verde Beach Subdivision, said easement being recorded in Volume 16, Page 14 of the Plat Records of Travis County, Texas, and;

WHEREAS, said dedicated easements referred to herein above include and are comprised in part by a strip of land five feet in width along the lot lines of all lots within Valle Verde Beach Subdivision, in Travis County, Texas; and,

WHEREAS, David P. Dawson and Amy R. Dawson, as current owners of Lot 15, Block C, Tracts 1 and 2 in Valle Verde Beach Subdivision, desire that the said five foot public utility easement along the common boundary line of Lot 15, Block C, Tracts 1 and 2 in Valle Verde Beach Subdivision, be abandoned and released in full; and

WHEREAS, Pedernales Electric Cooperative, Inc. provides electric service to the aforementioned area and will continue to have an adequate easement to said property;

NOW, THEREFORE, be it known that Pedernales Electric Cooperative, Inc., a corporation whose post office address is Johnson City, Texas, for and in consideration of One Dollar (\$1.00), does hereby release the said five foot public utility easement along the common boundary line of Lot 15, Block C, Tracts 1 and 2 in Valle Verde Beach Subdivision, in Travis County, Texas, and referred to hereinabove.

EXECUTED: June 24, 2008

PEDERNALES ELECTRIC COOPERATIVE, INC.

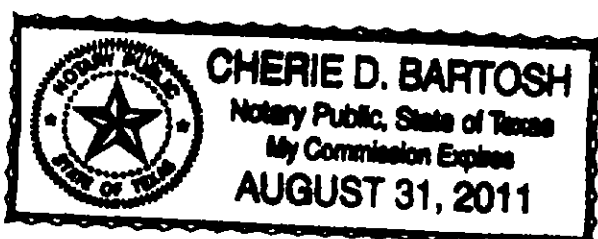
BY: DiAnn Hamilton
DiAnn Hamilton
District Engineering Supervisor

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared DiAnn Hamilton, District Engineering Supervisor of Pedernales Electric Cooperative, Inc., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE June 24, 2008.

Cherie D. Bartosh
Notary Public in and for
The State of Texas





**STATE OF TEXAS
COUNTY OF TRAVIS**


RELEASE OF EASEMENT

WHEREAS, the plat of Lot 15, Block C, Valle Verde Beach, Leander, Texas, a subdivision in the County of Travis, of record in Volume 16, Page 14, of the Plat Records of Travis County, Texas, and said plat record reflects a five foot public utility and drainage easement between Tract 1 and Tract 2 of the lot of said subdivision for the installation of public utilities and drainage; AND

WHEREAS, all utilities are in place within other dedicated easements on said lots and no further need exists for the above easements as reflected on said plat:

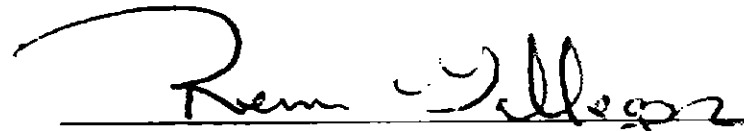
NOW, THEREFORE, in consideration of the premises and in order to adjust because of proposed encroachment upon these easements, the undersigned do hereby abandon all right, title and interest in and to these easements, as described, in the above addressed lots in said subdivision.

EXECUTED this 5th **day of** August, 2008.

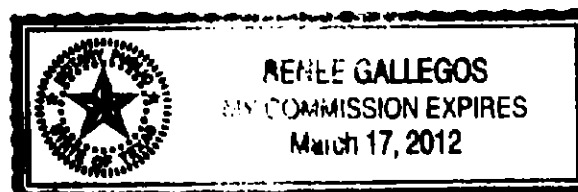

**Laurie Schumpert, Designer
Time Warner Cable**

BEFORE ME, the undersigned authority, on this day personally appeared Laurie Schumpert, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and consideration therein expressed, as the act and deed for Time Warner Cable, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 5th **day of** August, 2008.


Notary Public, State of Texas

My commission expires: 3/17/08



RELEASE OF EASEMENT

STATE OF TEXAS X
COUNTY OF TRAVIS X

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, David and Amy Dawson, or the previous owner of lot 15, Tract 1 and Tract 2, located within that tract of land known as Vale Verde Subdivision, a subdivision in Travis County, Texas according to the map or plat thereof, heretofore granted certain easements, as evidenced by the Plat Records of Travis County, Texas, to Jonestown Water Supply Corporation, a Corporation for public utility purposes covering property situated within Vale Verde Subdivision, said easements being set recorded in Volume 16, Page 14, of the Plat Records of Travis County, Texas; and

WHEREAS, said dedicated easements referred to hereinabove include and are comprised in part by a strip of land five (5) feet in width along the side lot lines of all lots in Vale Verde Subdivision in Travis County, Texas; and

WHEREAS, David and Amy Dawson, as current owners of lot 15, Tract 1 and Tract 2 of Val Verde Subdivision, desires that the said five (5) foot public utility easements along the common lot line of lot 15, Tract 1 and Tract 2, of Val Verde Subdivision, as described in the survey field notes for said property, be released in full; and

WHEREAS, Jonestown Water Supply Corporation provides water service to the aforementioned area and will continue to have an adequate easement to said property;

NOW THEREFORE, be it known that JONESTOWN WATER SUPPLY CORPORATION, a corporation whose post office address is P.O. Box 5096, Jonestown, Texas 78645, for and in consideration of Fifty Dollars (\$50.00) does hereby release said five (5) foot public utility easements along the common lot line of lot 15, Tract 1 and Tract 2, of Val Verde Subdivision, as described in the survey field notes for said properties, in Travis County, Texas as referred to hereinabove.

EXECUTED THIS 6TH DAY OF AUGUST, A.D., 2008.

JONESTOWN WATER SUPPLY CORPORATION

BY: 
John Tichi
General Manager

THE STATE OF TEXAS X
 X
COUNTY OF TRAVIS X

BEFORE ME, the undersigned authority, on this day personally appeared John Tichi, General Manager of the Jonestown Water Supply Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 6th DAY
OF AUGUST , A.D. 2008.


Susan Barnett

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS.

SEAL:



**STATE OF TEXAS
COUNTY OF TRAVIS**

RELEASE OF EASEMENT

WHEREAS, the plat of Valle Verde, Leander, Texas, a subdivision in the County of Travis, of record in Volume 16, Page 14, of the Plat Records of Travis County, Texas, and said record reflects a 5 foot PUE on the common property lines of Tract 1, Lot 15, Block C and Tract 2, of said subdivision, of record in Document 2005151653, Property Records of Travis County, Texas, and as applicant requests the release of said easement on said property, said property located at 10800 Beach Road, AND:

WHEREAS, all utilities are in place within other dedicated easements, and no further need exists for the above easement as reflected on said plat:

NOW, THEREFORE, in consideration of the premises and in order to adjust because of proposed encroachment upon this easement, the undersigned do hereby abandon all right, title and interest in and to this easement, as described, on the above addressed property, in said subdivision.

EXECUTED this 4 day of August, 2008

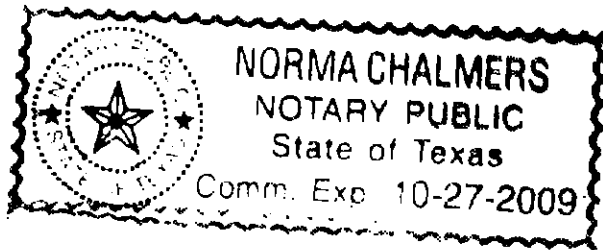

MGR.-ENG. DESIGN


SOUTHWESTERN BELL TELEPHONE, L.P., a Texas limited partnership,
d/b/a AT&T Texas

By: SBC TEXAS, L.L.C.,
a Delaware limited liability company,
its general partner

BEFORE ME, the undersigned authority, on this day personally appeared Anthony Michetich, Manager-Engineering Design, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration there expressed, as the act and deed of **SOUTHWESTERN BELL TELEPHONE COMPANY** and in the capacity therein stated.

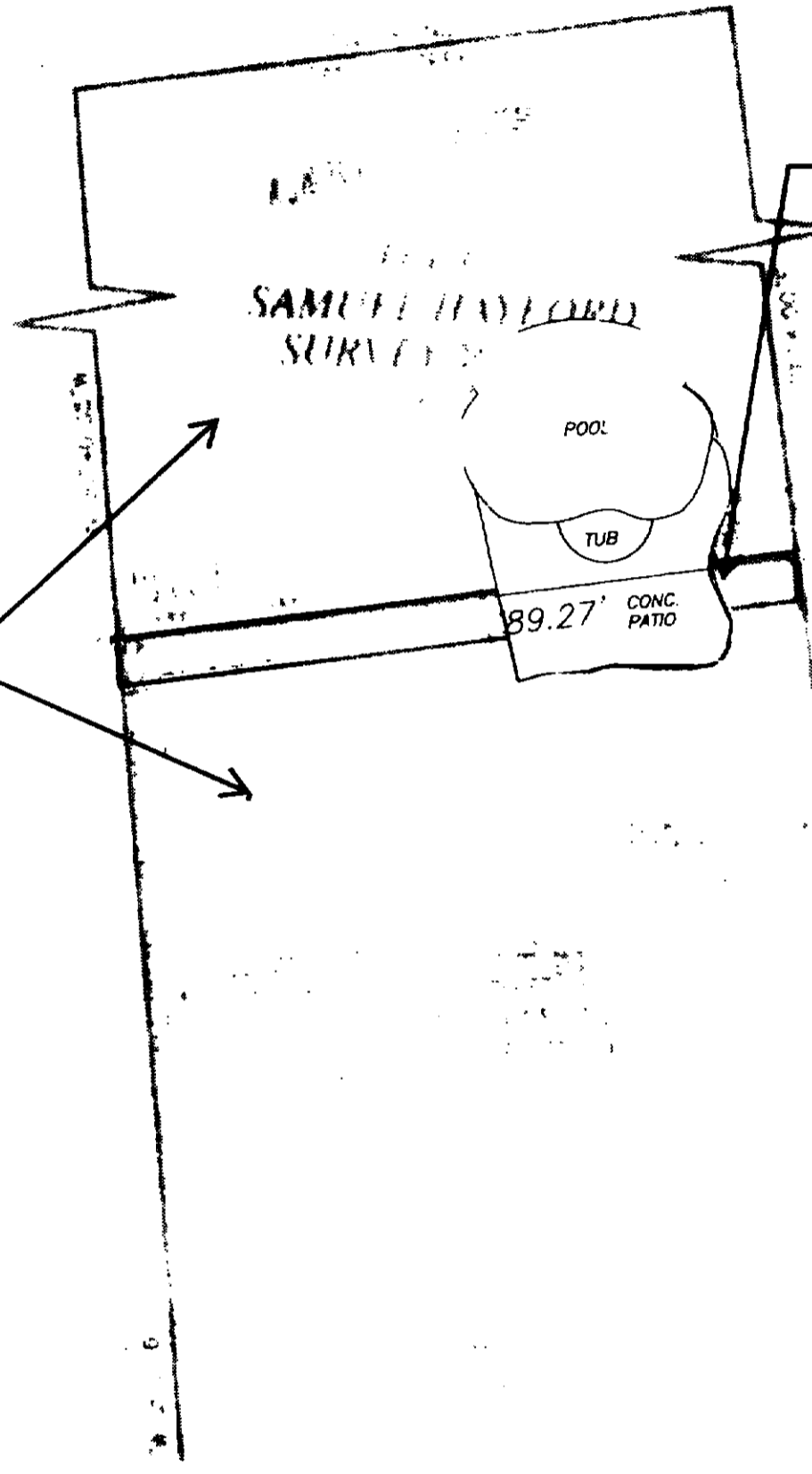
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 7th day of August, 2008




Notary Public, State of Texas

My commission expires 10-27-2009

REFERENCE# 05-281 REFERENCE NAME DAVID P. DAWSON AND AMY R. DAWSON
 STREET ADDRESS 10800 BEACH ROAD
 TRACT 1 LOT 19, BLOCK C SURVEY VAL VERDE BEACH SUBDIV
 SECTION PHASE VOL 16 PAGE 14
 ACRES 0.147 more out of the SAMUEL HAYLORD SURVEY NO 53, ABSTRACT NO.
 COUNTY TARRANT STATE OF TEXAS CITY LANDER
 TRAVIS COUNTY PUBLIC UTILITY RECORD



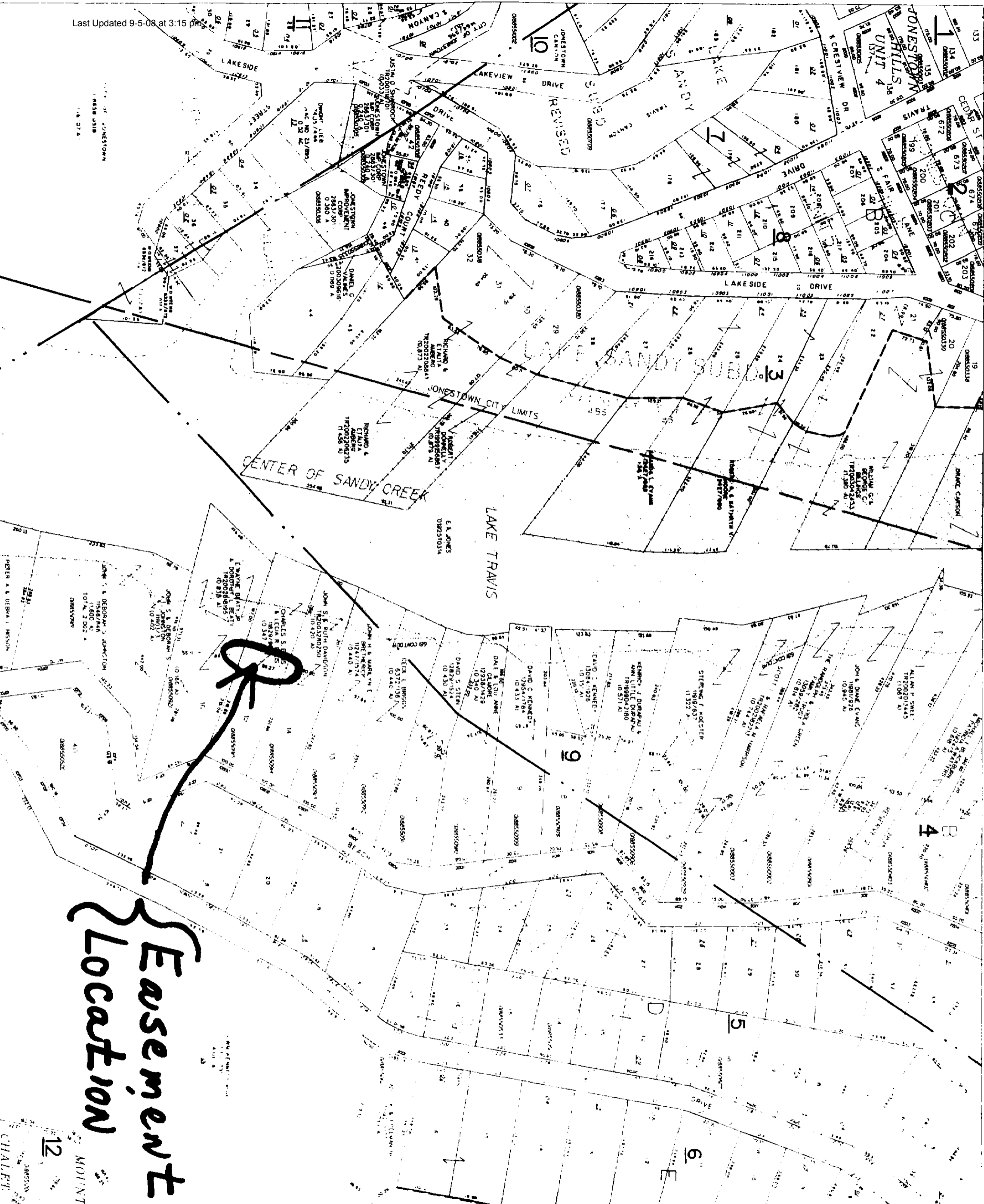
Request vacation of this portion of Public Utility Easement

David and Amy Dawson own both lots described on this survey. Tract 2 is a backyard lot that intersects with Lake Travis and cannot be accessed via road or other easement (e.g. it will never be used for construction/building).

The Dawson's would like to install a patio in their back yard in an area that spans the PUE between the two lots. They request a vacation of the PUE that borders the two properties.

LEGEND

SUBJECT TO PERPETUAL INDEMNITY



Easement Location

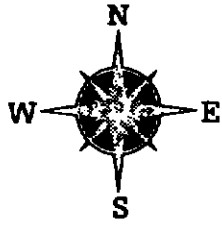
12 MOUNT CHALEFF

TRAVIS COUNTY APPRAISAL DISTRICT
 8314 Cross Fox Drive Austin, TX 78714
 Internet Address: WWW.TRAVISCAD.ORG
 Main Telephone Number: 512-834-3331
 Fax Number: 512-834-3328

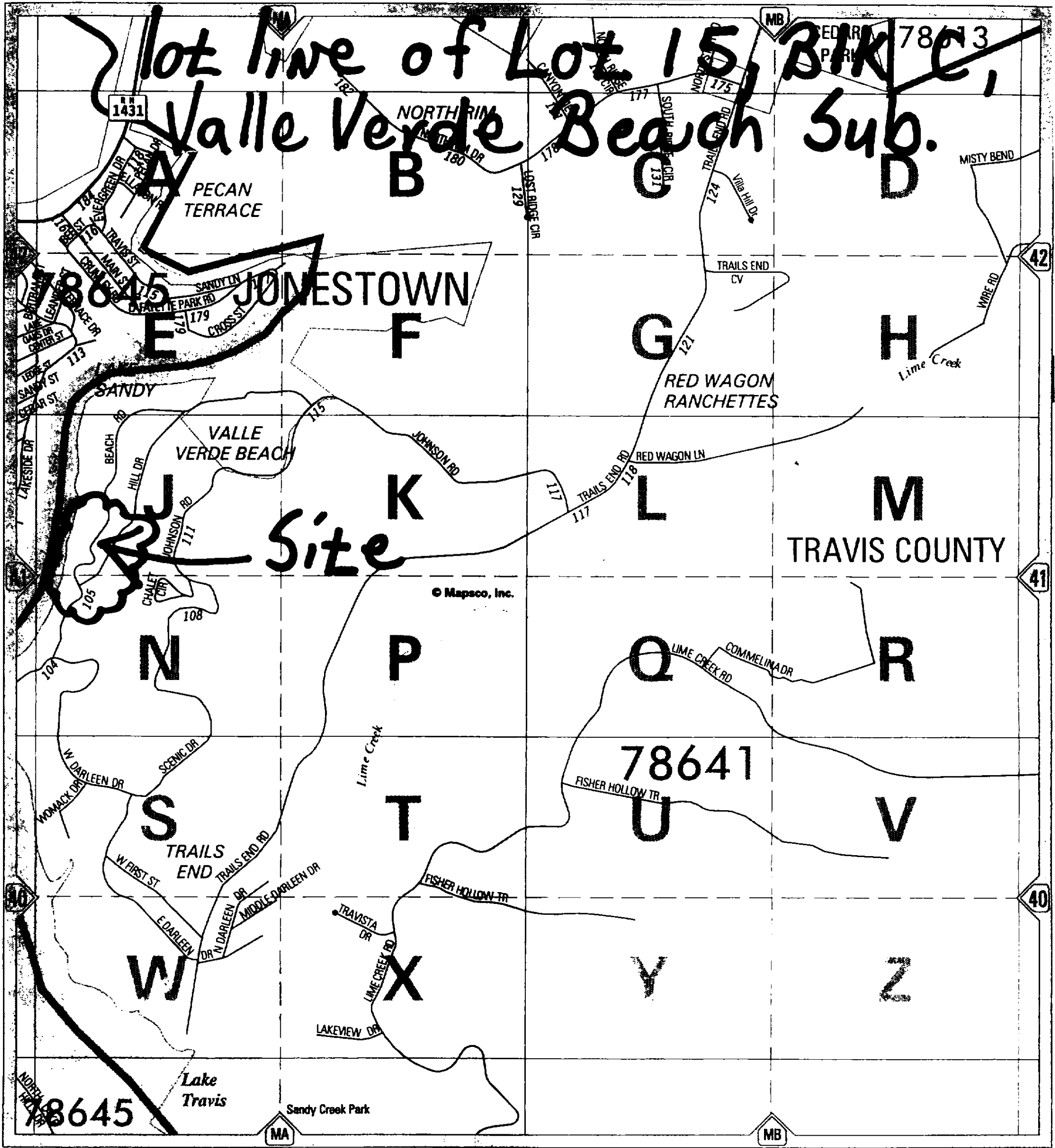
RECORDS SECTION
 AUSTIN COUNTY CLERK
 1100 W. 17TH ST.
 AUSTIN, TEXAS 78703

Vacate a 5' RUE / DE Located along the rear

401



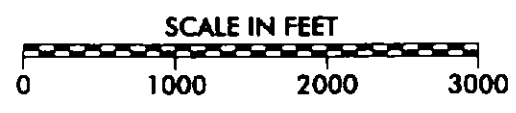
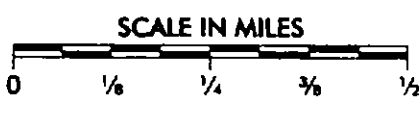
ON MAP 371



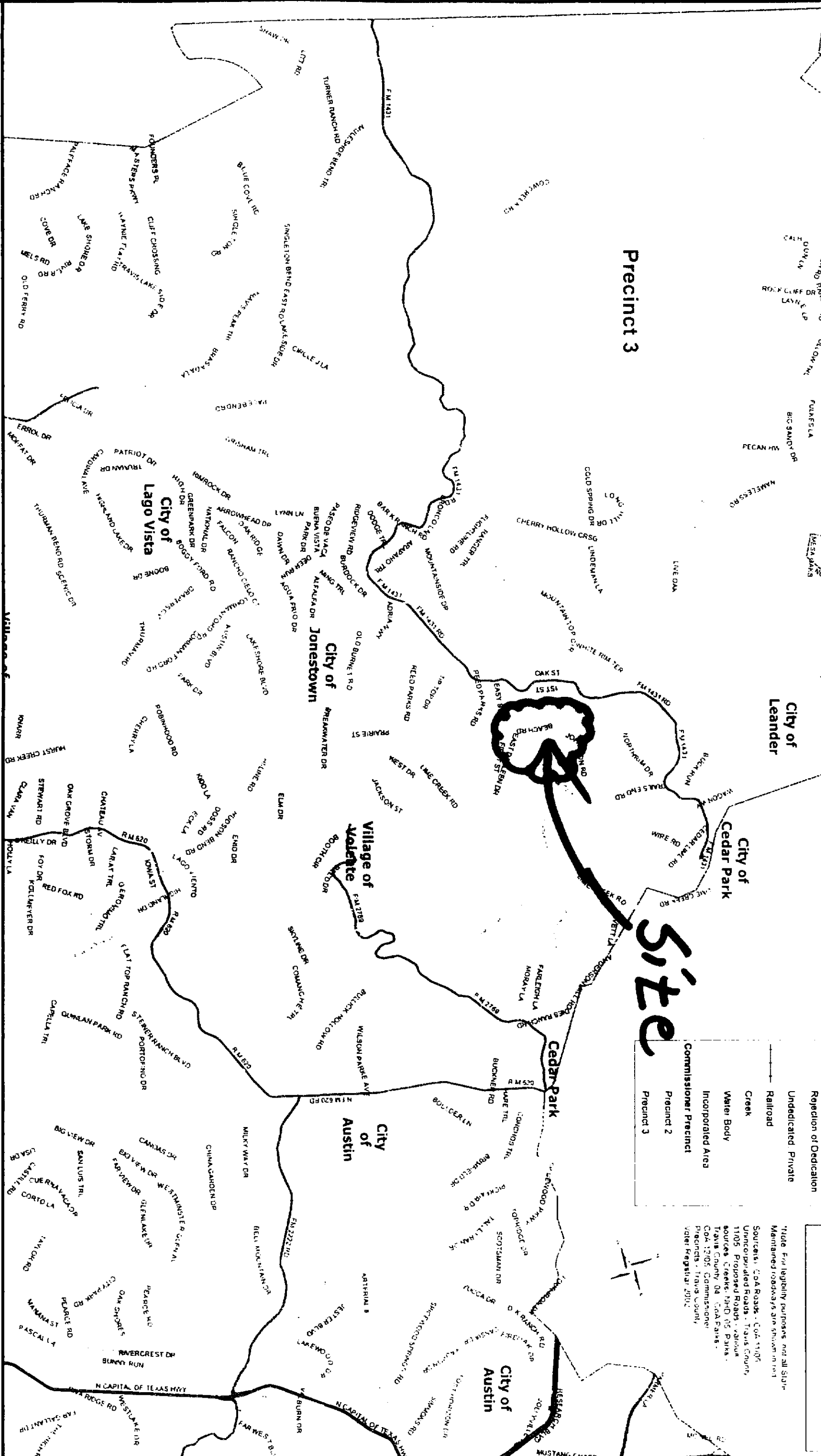
CONTINUED ON MAP 400

CONTINUED ON MAP 431

CONTINUED ON MAP 402



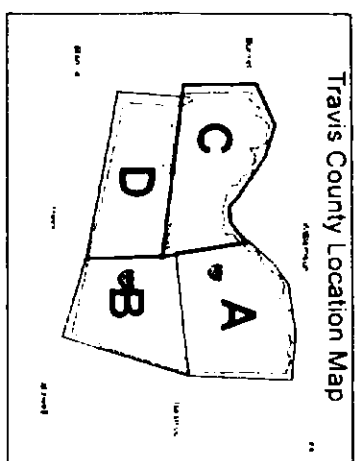
Lot 15, Blk C, Valle Verde Beach Sub. Vacate a 5' PUE/DE along the rear lot line.



Precinct 3

Site

Legend	
—	State Maintained
—	Incorporated
—	Travis County Maintained
—	Not Maintained
—	Private
—	Rejection of Dedication
—	Undedicated Private
—	Railroad
—	Creek
—	Water Body
—	Incorporated Area
—	Commissioner Precinct
—	Precinct 2
—	Precinct 3



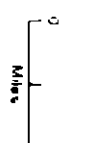
Title: For legislative purposes, not all State Maintained roadways are shown on this map.

Sources: CDA Roads - Code 1105
 Unincorporated Roads - Travis County
 1105 Proposed Roads - Various
 Sources: Creeks: RHD 05 Parks -
 Travis County 04 CDA Parks -
 CDA 1205 Commissioner
 Precincts - Travis County
 Voter Registrar 2002

Map Disclaimer: This map was created for the Travis County Sign Crew for identifying Travis County's maintained roadways. The data is provided "as is" with no warranties of any kind. For questions, contact the Travis County GIS Coordinator at (512) 854-9383.

Text Scale
 1 inch equals 1,000 miles
 1 inch equals 5,292 feet

Travis County Roadways, Map C



Map Prepared by: Travis County
 Dept. of Transportation & Natural
 Resources Code 01/04/2006
 http://www.co.travis.tx.us/maps

CS

WS # _____

VS # _____

TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Work Session _____

Voting Session 09/09/08

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

B. Requested Text:

Approve setting a Public Hearing on September 30, 2008 to receive comments regarding a request to authorize the filing of an instrument to vacate a 22 square foot portion of a public utility easement located along the northwest lot line of Lot 295 of Apache Shores, 1st Installment – a subdivision in Travis County, Precinct 3.

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

II. A. Is backup material attached*: Yes X No _____
*Any backup material to be presented to the court must be submitted with this Agenda Request – 1 original and 8 copies

B. Have the agencies affected by this request been invited to attend?
Yes X No _____ Please list those contacted and their phone number

AB John Hille - 854-9415 Austin American-Statesman
Anna Bowlin - 854-9383 Joe Arriaga - 854-9383

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

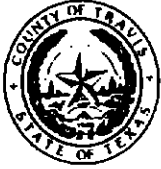
IV. BUDGET REQUESTS
If your request involves any of the following please check appropriately:

- ____ Additional funding for your department
- ____ Transfer of funds within your department budget
- ____ A change in your department's personnel

The County Personnel (473-9165) and/or the Budget and Research Office (473-9171) must be notified prior to submission of this agenda request.

AGENDA REQUEST DEADLINES

All Agenda Requests and supporting materials must be submitted to the County Judge's Office in writing by 5:00 p.m. on Tuesdays for the next week's meeting.



TRANSPORTATION AND NATURAL RESOURCES


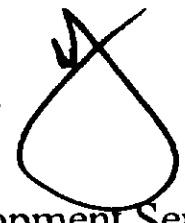
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER
411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

MEMORANDUM

DATE: August 27, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director – Development Services 

SUBJECT: Approve setting a Public Hearing on September 30, 2008 to receive comments regarding a request to authorize the filing of an instrument to vacate a 22 square foot portion of a public utility easement located along the northwest lot line of Lot 295 of Apache Shores, 1st Installment – a subdivision in Travis County, Precinct 3.

Summary and Staff Recommendation:

TNR has received a request to vacate a 22 square foot portion of a public utility easement (PUE) located along the northwest lot line of Lot 295 of Apache Shores, 1st Installment. Lot 295 fronts on Geronimo Trail, a street not considered maintained by Travis County. The purpose for this vacation is so that the already existing house is not encroaching on the PUE.

The utility companies operating in the area have stated that they have no objection to vacating this portion of the easement. TNR recommends the vacation as described in the attached Order of Vacation and as shown on the attached field notes and sketch.

Budgetary and Fiscal Impact:

None.

Issues and Opportunities:

Travis County has no need for this portion of the easement and would not benefit from vacating or not vacating. It has been the responsibility of the applicant to contact the utility companies operating in the area. Travis County has relied on the utility companies to decide if the portion of the easement needs to be retained for the surrounding property owners. At the time of the submittal TNR staff foresees no reason for opposition to this vacation.

Page 2

August 27, 2008

Required Authorizations:

All responding utility companies known to be serving this area have stated that they have no need to retain the portion of the easement as described in the attached field notes and sketch.

Also, even though not an official requirement of Travis County, we have requested that the constituent contact their HOA in regards to this vacation. The constituent has stated that the HOA has no objections.

Exhibits:

Order of Vacation

Letter of Request

Field Notes and Sketch

Statements from utility companies (4)

Maps

PS:AB:ps

1105 Geronimo Trail

08-PUE-07

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of a 22 square foot portion of a 5' public utility easement located along the northwest lot line of Lot 295 of Apache Shores, 1st Installment as recorded in Volume 43, Page 29 of the Plat Records of Travis County, Texas, so that the already existing house is not encroaching on the public utility easement; and

WHEREAS, utility providers serving the area have indicated that they have no need for the portion of the 5' public utility easement requested to be vacated as described in the attached field notes and sketch; and

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the portion of the 5' public utility easement as described in the attached field notes and sketch; and

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on September 30, 2008 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the 22 square foot portion of the 5' public utility easement located along the northwest lot line of Lot 295 within Apache Shores, 1st Installment, as shown on the attached sketch and described in the attached field notes, is hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2008.

SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

COMMISSIONER GERALD DAUGHERTY
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

Luxor Custom Homes

1804 Koenig Ln

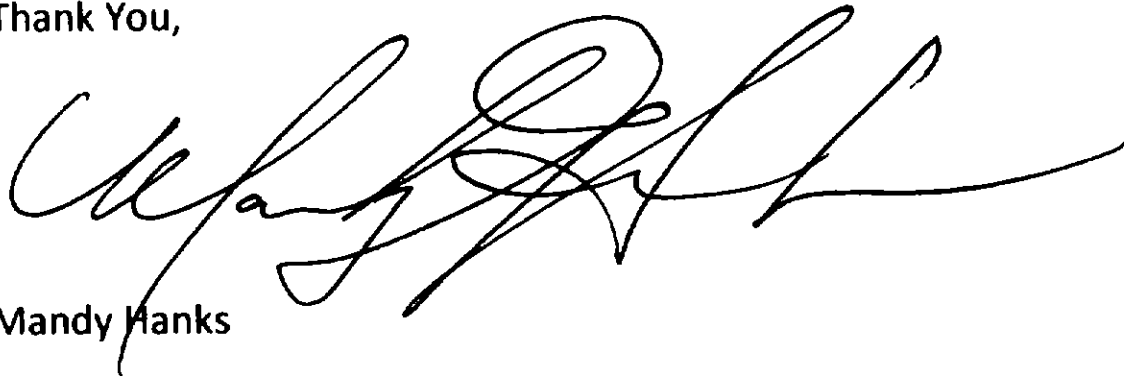
Austin TX 78756

512-215-4571

To Whom It May Concern:

In this application we are asking for a release of a 22 square foot portion of the PUE at 3025 Geronimo Trail, Austin Texas 78734 Lot 295, Apache Shores First Installment. We are requesting this release because the foundation and the roof of the residential structure is built overlapping the easement. It is only a small portion of the easement and should not pose any problem for the surrounding properties. We have included letters from all appropriate utility companies stating that the release of this portion of the easement will not interfere. Also included is a sketch and notes by a certified engineer with a complete description and drawing of the area to be released. Please address any questions or concerns to Mandy Hanks, Luxor Custom Homes (512)215-4571. Thank You.

Thank You,

A handwritten signature in black ink, appearing to read 'Mandy Hanks', written in a cursive style.

Mandy Hanks

Luxor Custom Homes

EXHIBIT "A"
LEGAL DESCRIPTION

BEING 22 SQUARE FEET OF LAND SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, SAME BEING OUT OF LOT 295, APACHE SHORES FIRST INSTALLMENT, A SUBDIVISION RECORDED IN VOLUME 43 PAGE 29 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS. SAID 22 SQUARE FEET BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rebar found in the northeasterly right of way of Geronimo Trail, same being the southwest corner of the aforementioned Lot 295, same being the southeast corner of Lot 294 of said subdivision.

THENCE, with the common lot line of said Lot 295 and said Lot 294, N 42°40'18" E a distance of 20.14 feet to a calculated point;

THENCE, over and across said Lot 295, S 47°19'42" E a distance of 5.00 feet to a calculated point in the east line of a 5' wide Easement for Public Utilities and Drainage, said calculated point being the south corner and PLACE OF BEGINNING hereof;

THENCE over and across said Lot 295 and over and across said easement the following three (3) courses:

1. N 38°07'01" E a distance of 23.25 feet to a calculated point for the northwest corner hereof;
2. S 51°53'40" E a distance of 1.85 feet to a calculated point for the northeast corner hereof;
3. with the east line of said easement, S 42°40'18" W a distance of 23.33 feet to the PLACE OF BEGINNING hereof, containing a calculated area of 22 square feet, more or less.

THIS LEGAL DESCRIPTION IS TO BE USED WITH THE ATTACHED SURVEY PLAT ONLY.


Victor M. Garza, R.P.L.S. 4740

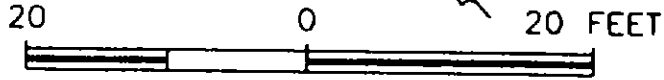
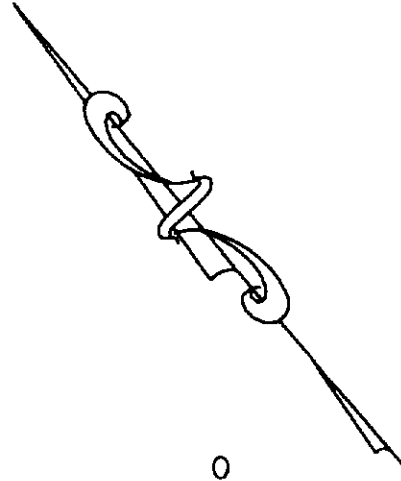


Dewey H. Burris & Associates, Inc.
1404 W. North Loop Blvd.
Austin, Texas 78756
Phone (512) 458-6969
Fax (512) 458-1129
www.burrisandassociates.biz

CITY OF AUSTIN GRID: WZ32

SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION EASEMENT RELEASE

Lake Apache



LEGEND

- 1/2" REBAR FOUND
- MAG NAIL SET
- B.L. BUILDING LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- () RECORD INFORMATION
- C.M. CONTROL MONUMENT

Lot 294

Lot 295

Lot 296

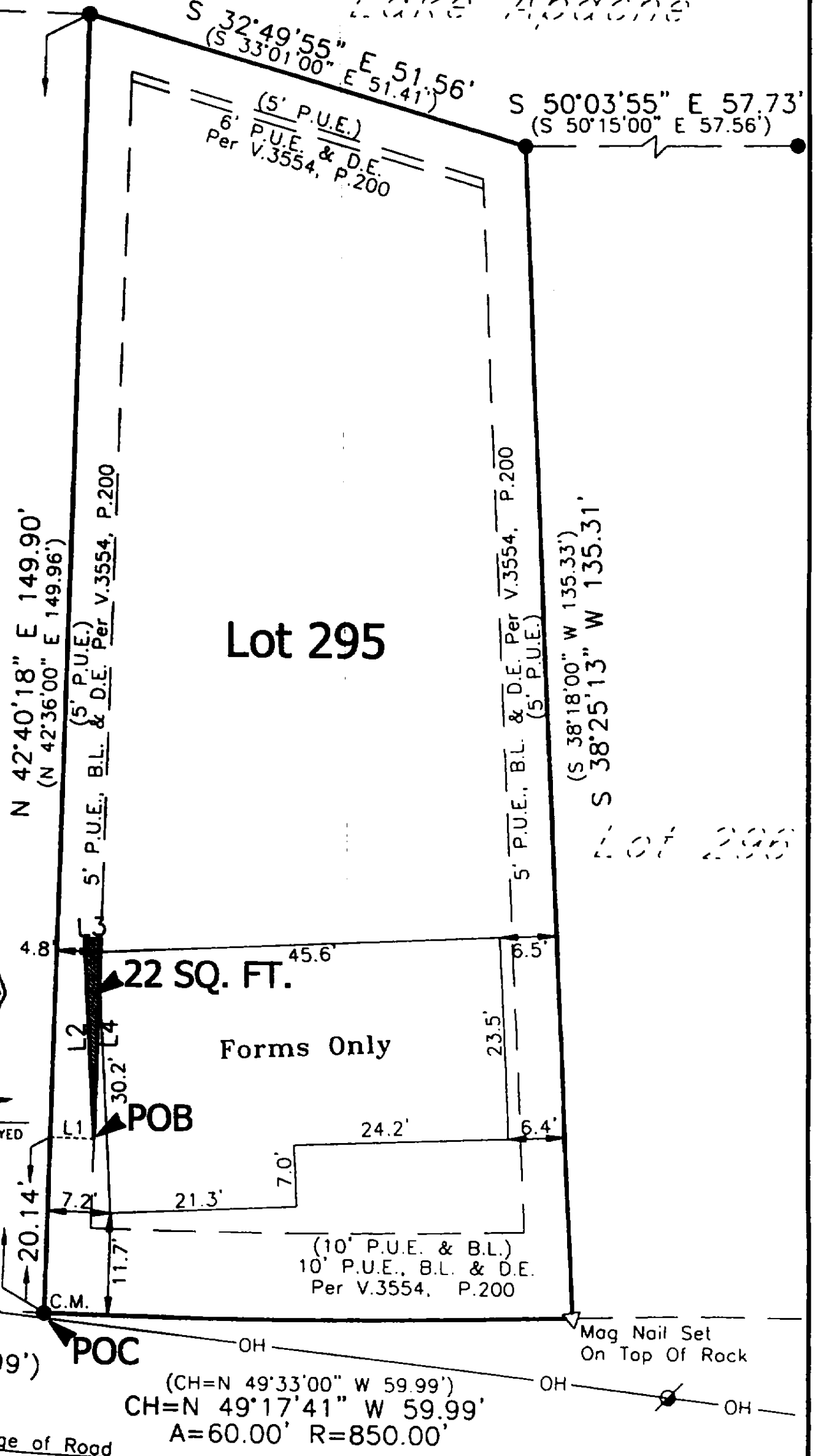


Dewey H. Burris & Associates, Inc.
Land Surveying Services

1404 West North Loop Blvd. 512-458-6969
Austin, Texas 78756 Fax 512-458-9848



TO THE LIENHOLDER AND / OR PRESENT OWNERS OF THE PREMISES SURVEYED



BEARING BASIS
CH=N 45°15'00" W 60.00' (59.99')
A=60.01' R=850.00'

(CH=N 49°33'00" W 59.99')
CH=N 49°17'41" W 59.99'
A=60.00' R=850.00'

LINE TABLE	
L1	S 47°19'42" E 5.00'
L2	N 38°07'01" E 23.25'
L3	S 51°53'40" E 1.85'
L4	S 42°40'18" W 23.33'

AUSTIN CITY GRID: WZ32

SUBDIVISION APACHE SHORES FIRST INSTALLMENT

LOT: 295 BLOCK: _____ VOLUME 43 PAGE 29 PLAT RECORDS _____

COUNTY: TRAVIS STATE OF TEXAS STREET ADDRESS 3025 GERONIMO TRAIL

CITY: AUSTIN REFERENCE NAME BETH HAGENDORF and VALERIE TAIT

R0404008 TA
R0206707 TA



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH GIBSELMAN, EXECUTIVE MANAGER

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

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 3025 Geronimo Trl, Austin TX 78734 (address) and/or Lot 295, Apache Shores First Installment (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement, your prompt reply is requested.

STATEMENT

We do not have need for an easement on the property as described in the accompanying document

We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

**Travis County WCID #17
3812 Eck Lane
Austin, TX 78734**

Deborah S. Gernes

Signature

Deborah S. Gernes

Printed Name

General Manager

Title

Travis County WCID #17

Utility Company or District

8/6/08

Date

Please return this completed form to:

Mandy Hanks

Nexus Custom Homes

Address

City/State/Zip

STATE OF TEXAS
COUNTY OF TRAVIS

PARTIAL RELEASE OF EASEMENT

WHEREAS, the plat of Apache Shores, First Installment, Austin, Texas, a subdivision in the County of Travis, of record in Volume 43, Page 29, of the Property Records of Travis County, Texas, and said record reflects a five (5) foot PUE and drainage easement on the Northwest side property line of Lot 295, of said subdivision, of record in Document 2007204440, of the Property Records of Travis County, Texas, and, and as applicant requests partial release of said easement on said property, affecting a specific 22 square foot area, beginning at a point 20.14 feet from the front property line, continuing Northeast a distance of 23.25 feet, then 1.85 feet Southeast, then 23.33 feet Southwest, to the point of beginning, said lot being located at 3025 Geronimo Trail, AND

WHEREAS, all utilities are in place within other dedicated easements, and no further need exists for the above part of said easement as reflected on said plat:

NOW, THEREFORE, in consideration of the premises and in order to adjust because of an existing encroachment upon this easement, the undersigned do hereby abandon all right, title and interest in and to this partial easement, as described, in the above addressed lot in said subdivision.

EXECUTED this 8 day of August, 2008

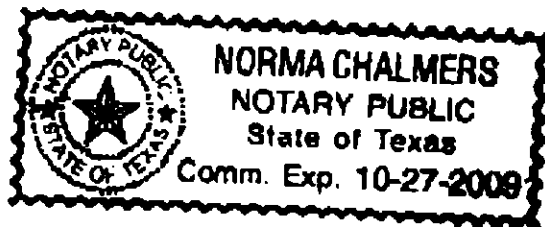

MGR.-ENG.DESIGN

SOUTHWESTERN BELL TELEPHONE, L.P., a Texas partnership,
d/b/a AT&T Texas

By: SBC TEXAS, L.L.C.
a Delaware limited liability company,
its general partner

BEFORE ME, the undersigned authority, on this day personally appeared James Martin, Manager - Engineering Design, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration there expressed, as the act and deed of SOUTHWESTERN BELL TELEPHONE COMPANY and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 11th day of August, 2008




Notary Public, State of Texas

My commission expires 10-27-2009



**STATE OF TEXAS
COUNTY OF TRAVIS**

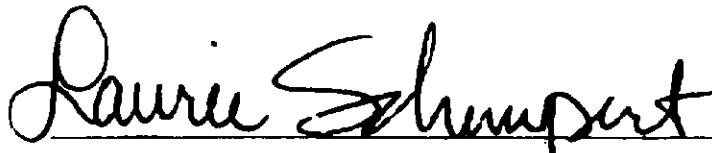
RELEASE OF EASEMENT

WHEREAS, the plat of Lot 295, Apache Shores First Installment, Lakeway, Texas, a subdivision in the County of Travis, of record in Volume 43, Page 29, of the Plat Records of Travis County, Texas, and said plat record reflects a 22 square foot portion of the five foot public utility and drainage easement along the northeast lot line of said subdivision for the installation of public utilities and drainage; AND

WHEREAS, all utilities are in place within other dedicated easements on said lots and no further need exists for the above easements as reflected on said plat:

NOW, THEREFORE, in consideration of the premises and in order to adjust because of proposed encroachment upon these easements, the undersigned do hereby abandon all right, title and interest in and to these easements, as described, in the above addressed lots in said subdivision.

EXECUTED this 8th day of August, 2008.


Laurie Schumpert, Designer
Time Warner Cable

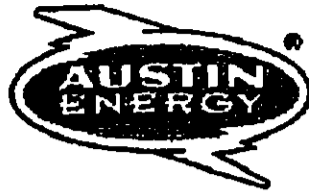
BEFORE ME, the undersigned authority, on this day personally appeared Laurie Schumpert, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and consideration therein expressed, as the act and deed for Time Warner Cable, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 8th day of August, 2008.


Notary Public, State of Texas

My commission expires: 3/17/12





City of Austin

Austin's Community-Owned Electric Utility

www.austinenergy.com

Town Lake Center • 721 Barton Springs Road • Austin, Texas • 78704

kathy.strittmatter@austinenergy.com

August 20, 2008

Ms. Mandy Hanks
Luxor Custom Homes
1804 Koenig Lane
Austin, Texas 78756

RE: 3025 Geronimo Trail

Dear Ms. Hanks:

Enclosed please find the Easement Requirement Statement for Vacation of Property form for a portion of the public utility easement on Lot 295, Apache Shores First Installment, a subdivision in Travis County, Texas, according to the map or plat recorded in Volume 43, Page 29 of the Plat Records of Travis County, Texas.

If you have questions regarding this matter, I can be reached at 322-6410.

Sincerely,

A handwritten signature in black ink, appearing to read "Kathy Marie Strittmatter".

Kathy Marie Strittmatter

South Supervisor

Public Involvement/Real Estate Services

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) 473-9383
FAX (512) 473-9436
Engineering Services FAX (512) 708-4649

Case # 490M, WZ-32
3025 Geronimo Trail

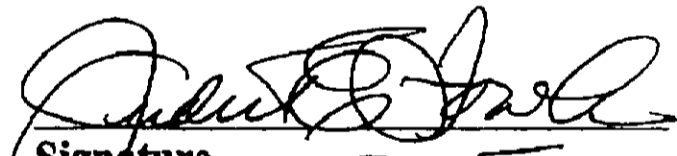
EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the release of **22 square feet of land in the City of Austin being out of Lot 295, Apache Shores First Installment a Subdivision Recorded in Volume 43 Page 29 of the plat records of Travis County** and as described on the enclosed drawing or document. An action of the Commissioner's Court of Travis County is pending your return of this statement; your prompt reply is requested.

STATEMENT

 X We (Austin Energy) do not have need for an easement on the property described above and on the accompanying document.

 We (Austin Energy) do have a need for an easement on the property described above and on the accompanying document.

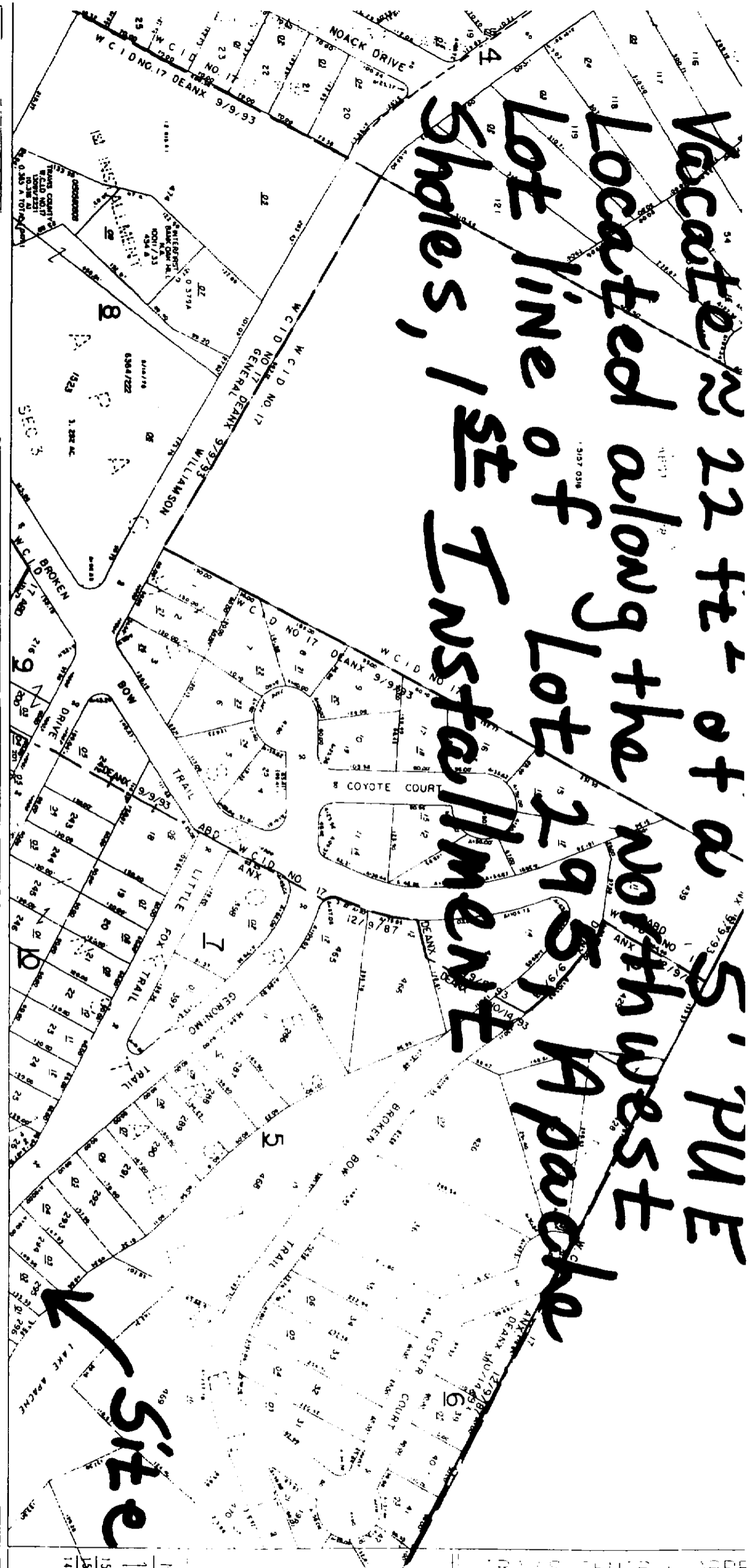
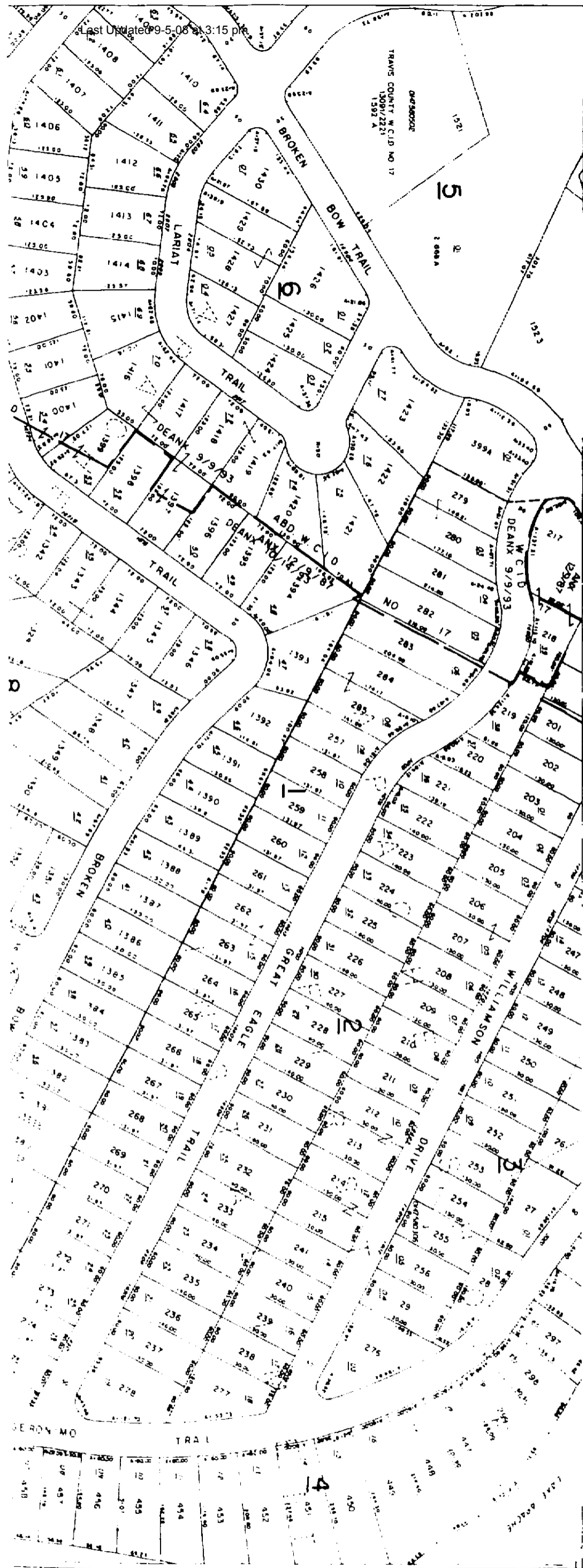

Signature
 JUDITH E. FOWLER
Printed Name
Process Manager
Title
 Austin Energy
Utility Company or District
 8-20-2008
Date

Please return this completed form to:

Mandy Hanks
Luxor Custom Homes, Inc
www.myluxorhome.com
Phone: 512-215-4571

**Vacated ~ 22 ft - of a S. PUE
 Located along the northwest
 Lot line of Lot 295, Apache
 Shores, 1st Installment**

Site

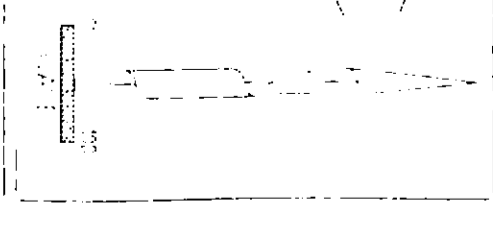


PHYSICAL DISTRICT
 149312
 78774
 W. TRAVIS ROAD ORG
 Address Information: 512-834-9138
 100-512-836-3528

APPLICANTS
 W. TRAVIS ROAD
 TRIM NO. 8
 TRAVIS COUNTY

REVISIONS
 DATE/REVISIONS
 15058

15058
 15760 | 15758 | 15755
 15860 | 15055
 14760 | 14758 | 14755
 1" = 400' MAP
 REFERENCE
 15157

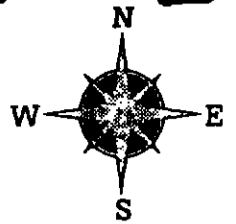


TRAVIS COUNTY APPR
 824 Cross Park Drive
 Austin, TX 78724
 Internet Address: WWW.TC
 Main Telephone Number: 512-834-9317
 Fax Number: 512-836-5371

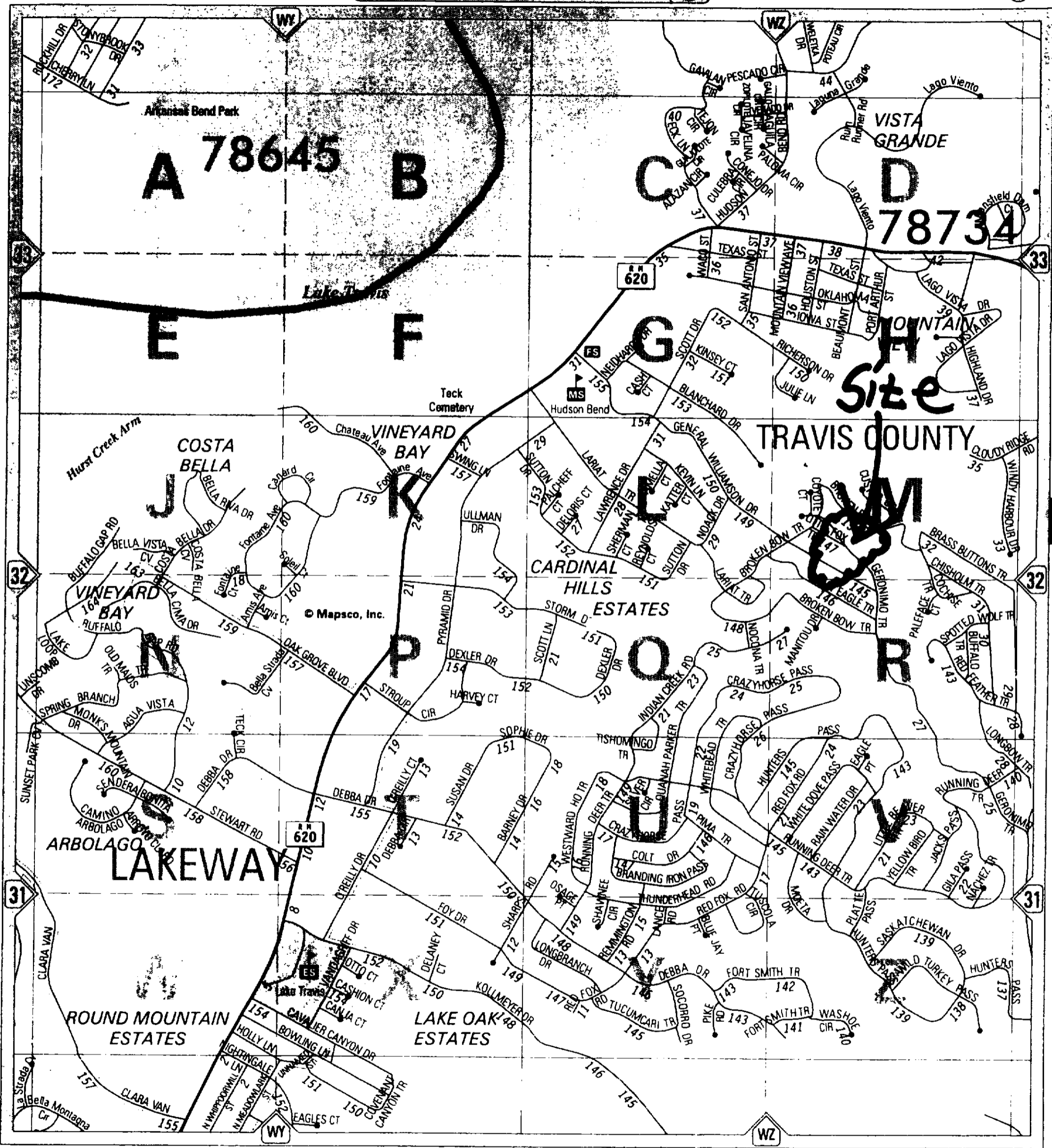
PUE Vacation - Lot 295, Apache Shores, 1st Inst.

490

Last Updated: 5-18 at 3:15 pm



CONTINUED ON MAP 460



CONTINUED ON MAP 489

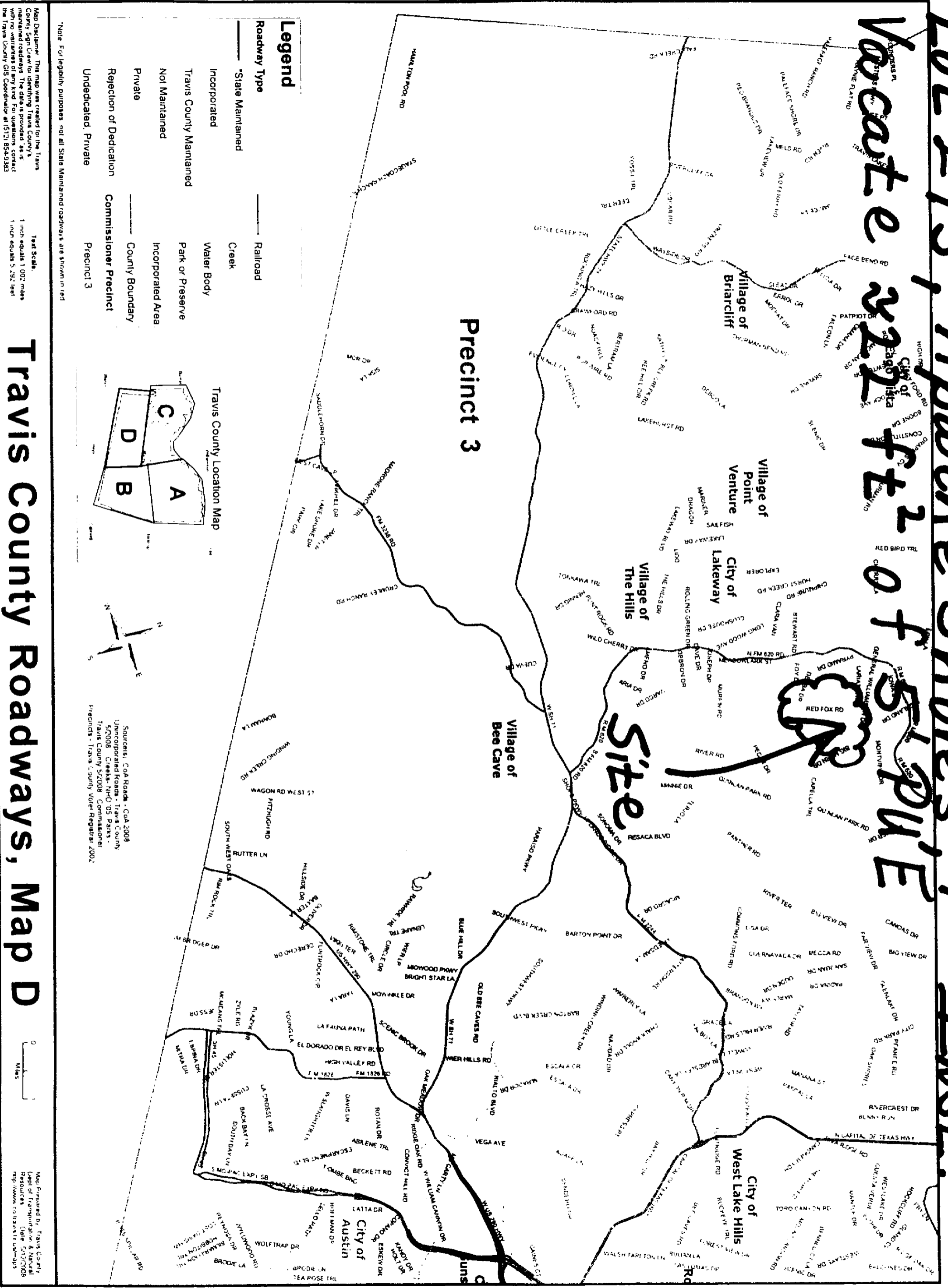
CONTINUED ON MAP 520

CONTINUED ON MAP 491



COPYRIGHT 1993, 2006 by MAPSCO INC. - ALL RIGHTS RESERVED

Lot 295, Apache Shores, 1st Last.
 Vocaste #22 of 51 PUE



Travis County Roadways, Map D

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session September 9, 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 invoice for legal services rendered and expenses incurred.

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 9, 2008

TO: Board of Directors

FROM: Harvey L. Davis, Manager



SUBJECT: Invoice for legal services

Summary and Background Information:

The attached invoice for \$10,312.50 represents legal services provided by Naman, Howell, Smith & Lee (Cliff Blount) through August 1, 2008. I have carefully reviewed the invoice and believe that all services have been provided and the number of hours appears reasonable.

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Leroy Nellis, Budget Manager
Mary Mayes, Assistant Manager



**NAMAN HOWELL
SMITH & LEE**

A REGISTERED LIMITED LIABILITY PARTNERSHIP
ATTORNEYS AT LAW

RECEIVED

08 AUG 27 AM 10:30

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

8310 N. Capitol of Texas Highway
Suite 490
Austin, Texas 78731
(512) 479-0300
Fax (512) 474-1901

August 18, 2008

Travis County Housing Finance Corporation
314 West 11th Street, 5th Floor
Austin, Texas 78701

Offices in:

- Austin
- Fort Worth
- Harker Heights
- Temple
- Waco

www.namanhowell.com

STATEMENT

For Legal Services Rendered in connection with the following matters:

1. IRS Audit of Lakeview Apartments transaction – For legal services rendered from May 1, 2006 to August 1, 2008 related to IRS examination. Review Notice of Examination from IRS; Review files and documents for transaction; Telephone conferences with Harvey Davis, Jay Bode and IRS agent. Prepare IRS Form 2848; attend meetings of Board of Directors concerning audit; Research rates of tax counsel.

Blount – 7.7 hours @ \$125.00 per hour = \$962.50

2. Visitors Center at TDCJ – For legal services rendered from March 1, 2006 through August 1, 2008 related to contracts to fund and construct visitor’s center including attendees at Board of Directors meetings; Research regarding use of Housing Finance Corporation’s funds, competitive bidding requirements and prevailing wage statutes; review of Construction and Donation Agreement and numerous revisions thereto; Attend meetings with Harvey Davis, Jim Connolly, Kimberly Pierce and other County personnel concerning design and construction of building; Telephone conferences with Mike McManus, counsel for TDCJ, and Charlotte Jones of TDCJ regarding agreement and requested revisions and TDCJ construction guidelines; correspond with Austin Community Foundation regarding donations.

Blount – 30.75 hours @ \$125.00 per hour = \$3,843.75

Bowling – 14.0 hours @ \$125.00 per hour = \$1,750.00

Hood – 15.75 hours @ \$125.00 per hour = \$1,968.75

Subtotal this matter = \$7,562.50

3. Center for Child Protection - Review contract and provide comments to Harvey Davis.

Blount – 1.1 hours @ \$125.00 per hour = \$137.50

4. Southwest Key – Conference call regarding programs at facility and financing of same: attend meetings with Southwest Key personnel regarding requested financing; Research Housing Finance Corporation Account.

Blount – 3.5 hours @ \$125.00 per hour = \$437.50

5. Park at Wells Branch – Review and comment on contract regarding reservations of units.

Blount 0.9 hours @ \$125.00 per hour = \$112.50

6. Family Eldercare – Prepare revised contract and forward to Harvey Davis.

Blount 2.1 hours @ \$125.00 per hour = \$262.50

7. Oak Hill Fire Academy – Review and comment on draft of Grant Agreement.

Blount 0.6 hours @ \$125.00 per hour = \$75.00

8. Mountain Ranch – Prepare and finalize Cure letter.

Blount 0.6 hours @ \$125.00 per hour = \$75.00

9. Bent Oaks Apartments – Telephone conferences with staff and research regarding compliance information supplied by owner.

Blount 1 hour @ \$125.00 per hour = \$125.00

10. Miscellaneous – Matters including preparation of resolution for unclaimed property fund and attendance at Board work session.

Blount 3.1 hours @ \$125.00 per hour = \$387.50

Bowling 1.4 hours @\$125.00 per hour = \$175.00

Subtotal this matter = \$562.50

TOTAL NOW DUE:

\$10,312.50