

1



RECEIVED
COUNTY JUDGE'S OFFICE

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

08 SEP 18 PM 1:12

Please consider the following item for:

Voting Session:

September 23, 2008

I. A. Request made by:

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

A. **RECEIVE COMMENTS ON FISCAL YEAR 2009 TAX RATE AND BUDGET.**

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.

RECEIVED
COUNTY JUDGE'S OFFICE

08 AUG 12 PM 3:53

Travis County Commissioners Court Agenda Request

Voting Session 9-23
~~08-19-08~~
(Date)

Work Session _____
(Date)

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

B. Requested Text:
C.

A. Approve setting a public hearing on September 23, 2008 to discuss a plat for recording in Precinct 3: Resubdivision plat for Lot 2, Block F, of Beby's Ranch Subdivision (Short Form plat - 4 Single Family Lots - 9.3 Acres - Hornsby Hill Road - Fiscal has been posted with Travis County - Sewage service to be provided by on-site septic - City of Austin ETJ).

B. Subdivision Construction Agreement for the Resubdivision of Lot 2, Block F, Beby's Ranch Subdivision

C. Approved by:

Commissioner Gerald Daugherty, Precinct Three

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

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

for Anna Bowlin: 854-7561
Don Perryman: 974-2786 Sarah Sumner: 854-7687

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

____ Contract, Agreement, Policy & Procedure

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

TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

August 5, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director, Development Services Division

SUBJECT: Resubdivision of Lot 2, Block F, Beby's Ranch Subdivision, , in
Precinct 3

PROPOSED MOTION:

- A. Approve setting a public hearing on September 23, 2008 to discuss a plat for recording in Precinct 3: Resubdivision plat for Lot 2, Block F, of Beby's Ranch Subdivision (Short Form plat – 4 Single Family Lots – 9.3 Acres – Hornsby Hill Road – Fiscal has been posted with Travis County – Sewage service to be provided by on-site septic – City of Austin 5-Mile ETJ).
- B. Subdivision Construction Agreement for the Resubdivision of Lot 2, Block F, Beby's Ranch Subdivision.

SUMMARY AND STAFF RECOMMENDATION:

This resubdivision plat proposes to resubdivide 1 existing lot into 4 lots for residential use on a 9.30 acre tract. On May 13, 2008, the Travis County Commissioner's Court did approve a variance request from the requirement of Subdivision Regulations Section § 30-3-191(A), SIDEWALKS, which requires sidewalks constructed for all new subdivisions.

As this resubdivision application has been approved by the City of Austin's Zoning and Platting Commission on June 17, 2008 and meets all Title 30 standards, the Single Office recommends approval.

ISSUES:

There have been numerous telephone inquiries from adjacent property owners regarding the resubdivision plat. The following adjacent land owners have contacted the City staff and attended the Zoning and Platting Commission meeting: Megan Meyer, Harvey Worchel, Jo Ann Hornsby, Jim Reed and Charles Robinson. Their concerns were the potential impacts on their private access road, proposed land use, and concerns over increased drainage.

Only July 15, 2008 the City of Austin Zoning and Platting Commission did approve the request for resubdivision. Counsel for the Neighborhood, Mr. John Joseph, and counsel for the applicant, Mr. Jim Nias, agreed to work on a private restrictive covenant that would address many of the neighborhood's concerns. The staff's understanding is that an agreement between these two parties has been reached. A restrictive covenant, (see attached) has been executed by both parties and staff is un-aware of any additional opposition to this resubdivision request. However, there is a possibility that the landowners may wish to speak at the upcoming public hearings on this resubdivision case.

BUDGETARY AND FISCAL IMPACT:

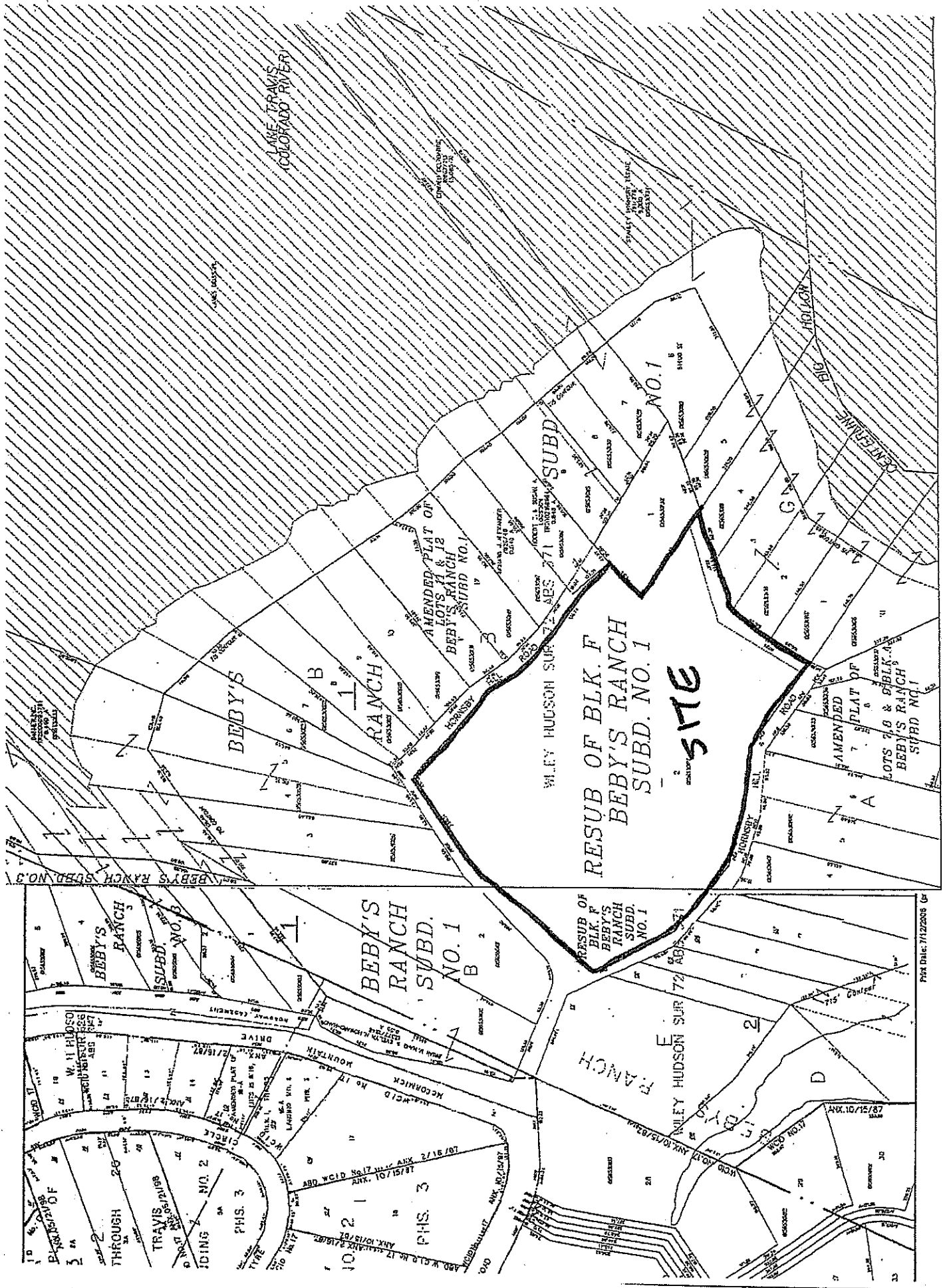
None.

REQUIRED AUTHORIZATIONS:

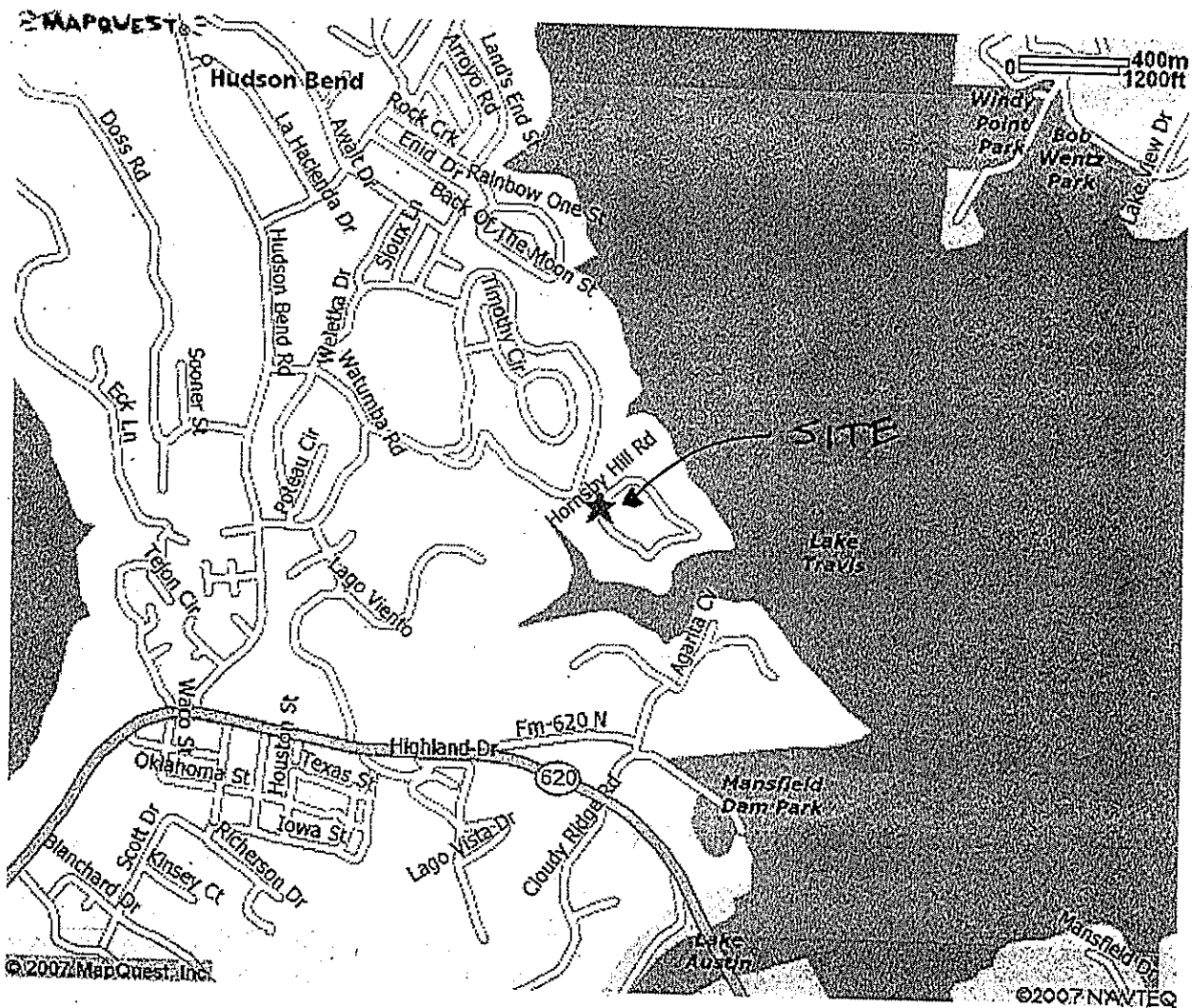
None.

EXHIBITS:

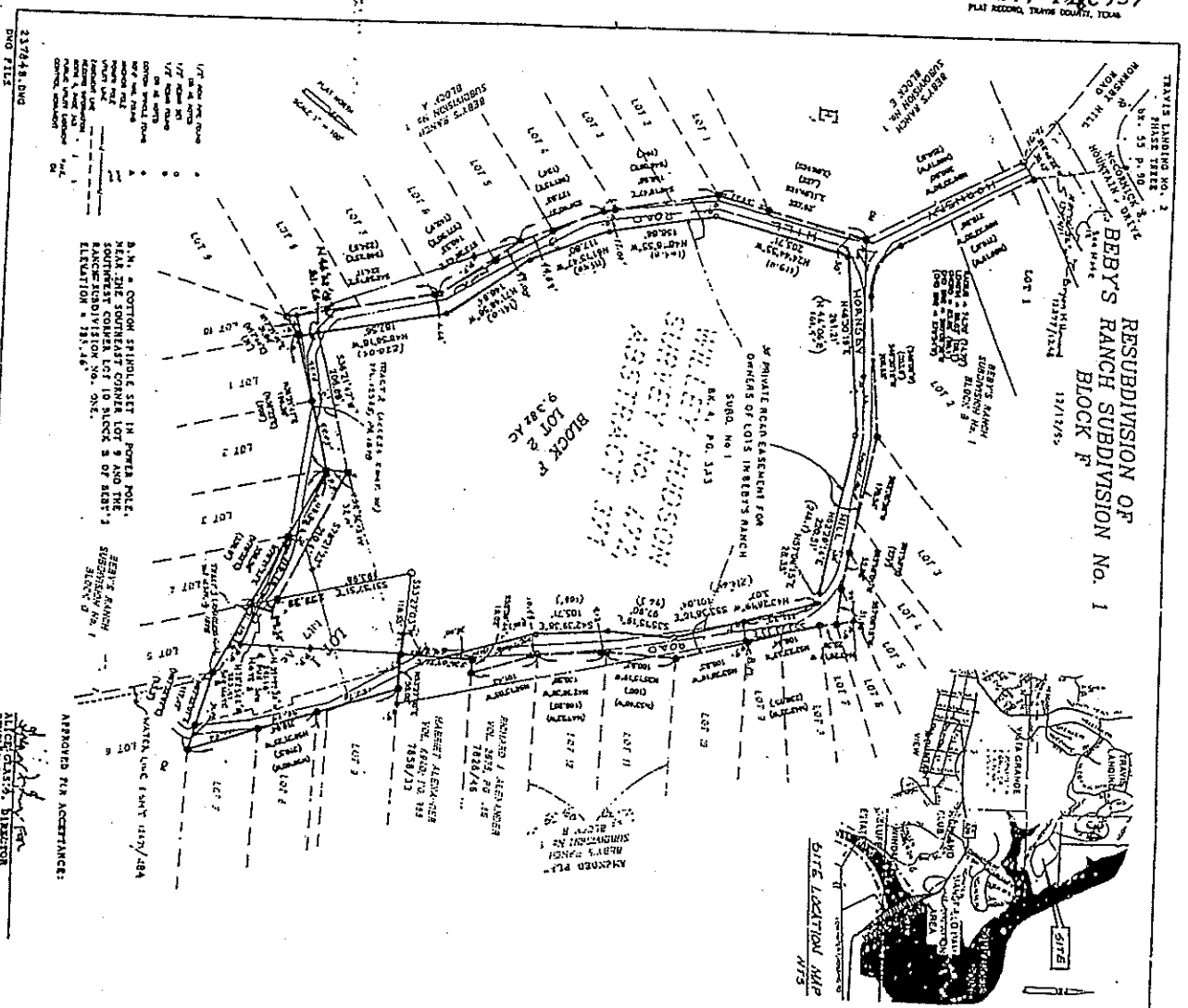
Location map
Proposed Plat
Restrictive Covenant



VICINITY MAP



Original Subdivision creating lot 2, Block F, Betsy's Ranch



RESUBDIVISION OF
BEB'S RANCH SUBDIVISION No. 1
BLOCK F
12/17/25

3. N. a COTTAGE SITUATED SET IN POWER POLE,
NEAR THE SOUTHWEST CORNER LOT 2, BLOCK F,
RANCH RESUBDIVISION NO. ONE,
ELEVATION = 131.16

APPROVED FOR ACCEPTANCE:
ALICE K. JONES, DIRECTOR
DEPARTMENT OF REVENUE AND INSPECTION DEPARTMENT

337641.DWG
PLOT FILE

STATE OF TEXAS
COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

THAT THE FOLLOWING OWNERS OF BLOCK F, BEB'S RANCH
SUBDIVISION, NO. 1, AS RECORDED IN BOOK 6, PAGE 10, TRAVIS
RECORDS OF TARRANT COUNTY, TEXAS, CHURCHMAN, MCDONALD & TRIMBULL, 508-422
1) THOMAS HANPTON JOHNSON AS CONVERTED TO HIM BY INSTRUMENTS
RECORDED IN VOL. 12290, PG 35; VOL. 13399, PG 40; VOL. 13791, PG 36;
THE FACTS OF RECORD; PG 62; PG 40; PG 41; PG 42; PG 43; PG 44; PG 45; PG 46;
2) STANLEY GORRIVAN JOHNSON AS CONVERTED TO HIM BY INSTRUMENTS
RECORDED IN VOL. 490, PG 41; AND VOL. 490, PG 42;
3) BRANTON GORRIVAN JOHNSON AS CONVERTED TO HIM BY INSTRUMENTS
RECORDED IN VOL. 490, PG 41; AND VOL. 490, PG 42;
4) THAT ALL INTERESTS AS SET FORTH FOR SAID BLOCK F ARE JOINTLY
OWNED BY SAID PARTIES AS PARTNERSHIP PARTNERS IN VOL. 490, PG 41;
5) JOHN JOHNSON AS CONVERTED TO HIM BY INSTRUMENTS RECORDED IN VOL.
RECORDS OF TARRANT COUNTY, TEXAS.

ACTING WITNESS: AT AND THROUGH THOMAS HANPTON JOHNSON, AS
11119 AND 11120, FRENCHMAN, VOL. 11, PAGE 10, TRAVIS
RECORDS OF TARRANT COUNTY, TEXAS AND INDIVIDUALLY BY AT THE
SET FORTH ABOVE;

THE SAID PROPERTY HAVING BEEN APPROVED FOR RESUBDIVISION BY THE CITY
OR TARRANT, TARRANT COUNTY, TEXAS, PLUMBLANT TO THE PUBLIC NOTICE AND
AS PROVIDED BY CHAPTER 212.013, TEXAS LOCAL GOVERNMENT CODE,
THE SAID PRIVATE AGREEMENT IS FOR THE USE OF THE PARTIES AND FOR THE
OWNERS OF THE LOT1 AGREEMENT UPON AND THE EXCEPT THIS AGREEMENT
THERE IS NO OBJECTION TO THE PUBLIC FOR ANY PURPOSE WHATSOEVER. THAT
THEIR IS NO OBJECTION TO THE PUBLIC FOR ANY PURPOSE WHATSOEVER. THAT
THE SAID PRIVATE AGREEMENT IS FOR THE USE OF THE PARTIES AND FOR THE
OWNERS OF THE LOT1 AGREEMENT UPON AND THE EXCEPT THIS AGREEMENT
THERE IS NO OBJECTION TO THE PUBLIC FOR ANY PURPOSE WHATSOEVER.

TO SURETY WHICH WITNESS MY HAND, THIS THE 17 DAY OF
1925.

Thomas Hanpton Johnson
THOMAS HANPTON JOHNSON
1423 HONORARY HILL ROAD
ASTIN, TEXAS 76714

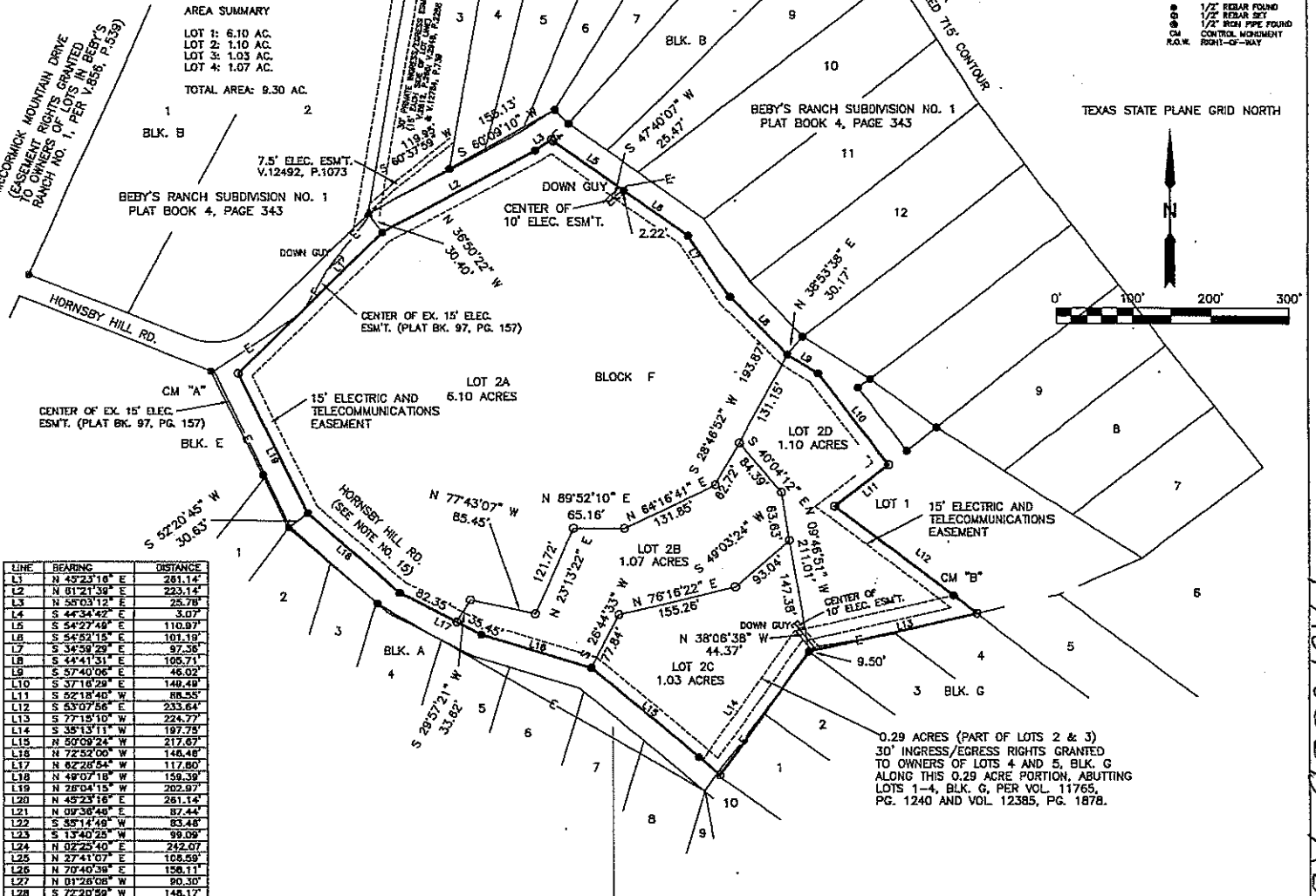
Stanley GorriVan Johnson
STANLEY GORRIVAN JOHNSON
1423 HONORARY HILL ROAD
ASTIN, TEXAS 76714

Branton GorriVan Johnson
BRANTON GORRIVAN JOHNSON
1423 HONORARY HILL ROAD
ASTIN, TEXAS 76714

RESUBDIVISION OF LOT 2, BLOCK F, RESUBDIVISION OF BEBY'S RANCH SUBDIVISION NO. 1, BLOCK F

BEARING BASIS
(CM "A" TO CM "B"):
S 73°03'27" E 1001.24'
(S 73°03'27" E 1000.86')

MAP SYMBOLS:
-E- UTILITY LINE
-P.U.E. PUBLIC UTILITY EASEMENT
-R- 1/2" REBAR FOUND
-R.S. 1/2" REBAR SET
-R.P. 1/2" IRON PIPE FOUND
-C.M. CONTROL MEASUREMENT
-O.A.M. POINT-OF-WAY

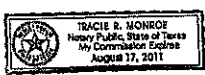


LINE	BEARING	DISTANCE
L1	N 49°25'18" E	281.14'
L2	N 81°21'50" S	223.14'
L3	N 58°03'12" E	25.78'
L4	S 44°34'42" E	3.07'
L5	S 54°27'49" E	110.97'
L6	S 54°52'15" E	101.19'
L7	S 34°59'29" E	97.36'
L8	S 44°41'51" E	105.71'
L9	S 57°40'06" E	46.02'
L10	S 37°16'29" E	149.49'
L11	S 62°18'40" W	88.55'
L12	S 53°07'56" E	233.64'
L13	S 77°15'10" W	224.77'
L14	S 35°13'11" W	197.79'
L15	N 50°09'24" W	217.67'
L16	N 72°52'00" W	148.48'
L17	N 62°28'54" W	117.80'
L18	N 49°07'18" W	159.39'
L19	N 28°04'15" W	202.97'
L20	N 46°23'16" E	281.14'
L21	N 09°36'48" E	87.44'
L22	S 55°14'49" W	83.48'
L23	S 13°40'25" W	99.09'
L24	N 02°25'40" E	242.07'
L25	N 27°41'07" E	108.59'
L26	N 70°40'58" E	158.11'
L27	N 01°28'08" W	80.30'
L28	S 72°20'59" W	148.17'

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS
THAT I, GREGORY SMITH, OWNER OF "LOT 2, BLOCK F, RESUBDIVISION OF BEBY'S RANCH SUBDIVISION NO. 1, BLOCK F", ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 97, PAGE 157 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AS CONVEYED TO ME BY DOCUMENT NO. 2007014160 OF THE TRAVIS COUNTY OFFICIAL PUBLIC RECORDS, SAID SUBDIVISION HAVING BEEN APPROVED FOR RESUBDIVISION PURSUANT TO THE PUBLIC NOTIFICATION AND HEARING PROVISION OF CHAPTER 212.015, OF THE LOCAL GOVERNMENT CODE, DO HEREBY RESUBDIVIDE SAID TRACT OF LAND IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, TO BE KNOWN AS "RESUBDIVISION OF LOT 2, BLOCK F, RESUBDIVISION OF BEBY'S RANCH SUBDIVISION NO. 1, BLOCK F", AND I DO HEREBY DEDICATE TO THE PUBLIC USE THE EASEMENTS SHOWN. THE 30' PRIVATE EASEMENT (HORNSBY HILL ROAD) IS FOR THE USE OF THE PRESENT AND FUTURE OWNERS OF THE LOTS ABUTTING UPON THE EASEMENT, THEIR HEIRS AND ASSIGNS, SOLELY AS A PRIVATE ROAD, AND IT IS EXPRESSLY STIPULATED THAT THERE IS NO DEDICATION TO THE PUBLIC FOR ANY PURPOSE WHATSOEVER. THE FEE TITLE TO THE AREA COVERED BY THE EASEMENT IS UNDER INDIVIDUAL PRIVATE OWNERSHIP.

GREGORY SMITH
14701 HORNSBY HILL ROAD
AUSTIN, TEXAS 78734



STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED GREGORY SMITH, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 14th DAY OF May, 2008.
Tracie R. Monroe
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
PRINTED NAME: Tracie R. Monroe

I, JAMES M. GRANT, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED PORTIONS OF TITLE 30 OF THE AUSTIN/TRAVIS COUNTY SUBDIVISION REGULATIONS, IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACUTAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION ON THE GROUND.

James M. Grant
JAMES M. GRANT, RPLS 1919
HARRIS-GRANT SURVEYING, INC.
1700 SOUTH LAMAR, SUITE 332
AUSTIN, TEXAS, 78704
PH: (512) 444-1781
FAX (512) 444-5123
E-MAIL: james.grant@harrisgranturveying.com

AUGUST 7, 2007
REVISED 09-10-2007 & 11-01-2007
April 8, 2008



KURT PROESSNER
REGISTERED PROFESSIONAL ENGINEER
REGISTRATION NO. 58191
13377 POND SPRINGS RD. STE. 104

4/10/08
DATE



LOWER COLORADO RIVER AUTHORITY NOTES
ALL PROPERTY HEREIN IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S HIGHLAND LAKES WATERSHED ORDINANCE. WRITTEN NOTIFICATION AND/OR PERMITS ARE REQUIRED PRIOR TO COMMENCING ANY DEVELOPMENT ACTIVITIES. CONTACT LCRA WATERSHED MANAGEMENT AT 1-800-778-5272, EXTENSION 2324 FOR MORE INFORMATION.

EACH AND EVERY ON-SITE SEWAGE FACILITY INSTALLED WITHIN THIS SUBDIVISION MUST BE PERMITTED, INSPECTED AND LICENSED FOR OPERATION UNDER THOSE TERMS, STANDARDS AND REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND LOWER COLORADO RIVER AUTHORITY AS ARE IN EFFECT AT THE TIME SUCH APPLICATIONS FOR PERMITS AND LICENSES ARE MADE. THESE LOTS MAY REQUIRE PROFESSIONALLY DESIGNED WASTEWATER DISPOSAL SYSTEMS DUE TO TOPOGRAPHICAL AND GEOLOGICAL CONSIDERATIONS.

Tracie R. Monroe
LCRA OSSF REPRESENTATIVE June 7, 2008
DATE 4/28/08

ACCEPTED, AND AUTHORIZED FOR RECORD BY THE DIRECTOR, WATERSHED PROTECTION AND DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS,

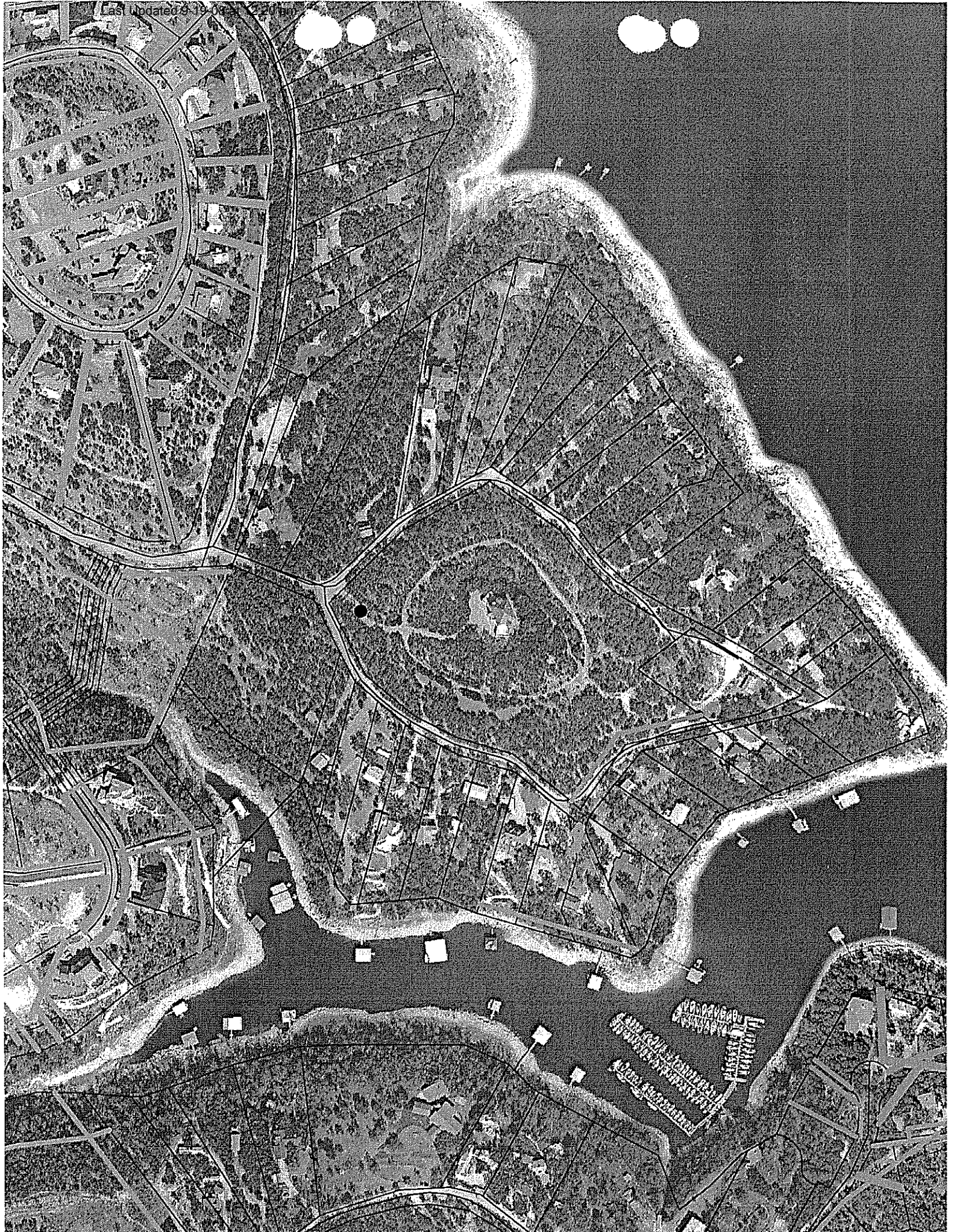
THIS THE 15th DAY OF July, 2008, A.D.
Victoria J. Li
VICTORIA J. LI, ESQ., DIRECTOR,
WATERSHED PROTECTION AND DEVELOPMENT REVIEW DEPARTMENT

THIS SUBDIVISION PLAT IS WITHIN THE 2-MILE ETJ OF THE CITY OF AUSTIN ON THIS THE 15th DAY OF July, 2008.
ACCEPTED AND AUTHORIZED FOR RECORD BY THE ZONING AND PLATTING COMMISSION OF THE CITY OF AUSTIN, TEXAS, THIS THE 15th DAY OF July, 2008, A.D.

Betty Baker
BETTY BAKER, CHAIRPERSON
Clarke Hammond
CLARKE HAMMOND, SECRETARY

PROPOSED RESUBDIVISION





PLANNED
COMMUNITY
DEVELOPMENT
ACTING
MANAGER



JACKSON WALKER L.L.P.
ATTORNEYS & COUNSELORS

August 1, 2008

James M. Nias
(512) 236-2350 (Direct Dial)
(512) 391-2136 (Direct Fax)
jnias@jw.com

Via Hand Delivery

Mr. Don Perryman
Watershed Protection and Development Review Dept.
City of Austin
505 Barton Springs Rd.
c/o 4th Floor Reception
Austin, Texas 78704

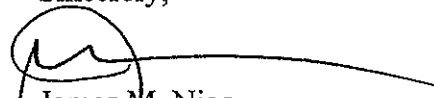
Re: Case No. C8J-2007-0089.0A; Resubdivision of Lot 2, Block F, Resubdivision of
Beby's Ranch Subdivision No. 1, Block F

Dear Don:

Enclosed is the Restrictive Covenant containing the agreements reached with the surrounding property owners in connection with the above-referenced matter. You will recall that this agreement was announced to the City Zoning and Platting Commission at its meeting of July 15, 2008. It is my understanding that you will hold this document to be recorded along with the final subdivision plat after it has been approved by the Travis County Commissioner's Court.

Thank you for your assistance.

Sincerely,



James M. Nias

JMN/tm
Enclosure

cc: (w/enclosures via email)
Mr. Greg Smith
Mr. Richard Crank
Mr. John Joseph
Mr. Conrad Werkenthin
County Commissioner Gerald Daugherty
Mr. Bob Moore (Commissioner Daugherty's office)

RESTRICTIVE COVENANT

Date: August 1, 2008

Owner: Gregory Smith

Owner's Address: 14701 Hornsby Hill Road, Austin, Texas 78734

Consideration: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the owners of Lots 1 through 10 of Block A, Lots 1 through 12 of Block B, Block C, Block D, Block E, and Lots 1 through 9 of Block G in Beby's Ranch Subdivision No. 1, according to the plat thereof recorded at Book 4, Page 343 of the Travis County Plat Records, or any amendments thereto; and Lot 1 of the Resubdivision of Beby's Ranch Subdivision No. 1, Block F, according to the plat thereof recorded at Volume 97, Page 157 of the Travis County Plat Records, or any amendments thereto (collectively the "Beby's Ranch Owners").

Property: Lots 2A, 2B, 2C and 2D of the Resubdivision of Lot 2, Block F, Resubdivision of Beby's Ranch Subdivision No. 1, Block F, according to the plat thereof recorded at Document No. _____, Official Public Records of Travis County, Texas, or any amendments thereto.

WHEREAS, the Owner of the Property and the Beby's Ranch Owners have agreed that the Property should be impressed with certain covenants and restrictions as a condition of obtaining the support of the Beby's Ranch Owners for the resubdivision of the Property;

NOW, THEREFORE, for the consideration described above, the receipt and sufficiency of which is acknowledged by the Owner, it is declared that the Owner of the Property shall hold, sell and convey the Property subject to the following covenants and restrictions impressed upon the Property by this Restrictive Covenant. These covenants and restrictions shall run with the land and shall be binding on the Owner of the Property, his heirs, successors and assigns, and shall inure to the benefit of the Beby's Ranch Owners, and their respective heirs, successors and assigns.

1. Prior to the construction of any new structure on any portion of the Property, drainage plans must be prepared and approved by the applicable governmental authority which shall provide for on-site detention facilities or other approved methods of stormwater runoff control which limit the rate of stormwater runoff from the Property to that which existed prior to the construction of any of such new structures. The detention facilities or other approved methods of stormwater runoff control shall be installed in accordance with written plans prepared by a registered professional engineer and approved by the appropriate governmental authority, and shall be maintained by the property owners' association formed in accordance with the "Declaration of Covenants, Conditions and Restrictions for the Resubdivision of Lot 2, Block F, Resubdivision of Beby's Ranch Subdivision No. 1, Block F", or its successor organizations. However, nothing in this Paragraph 1 shall be construed to limit, bar or otherwise negatively

affect the rights or remedies under applicable law of any Beby's Ranch Owner in connection with drainage, flooding or other water diversion onto or away from their property.

2. There shall be no driveway or other vehicular access to Lot 2D of the Property from the right (south) leg of Hornsby Hill Road.

3. If requested in writing by a majority of the Beby's Ranch Owners within 120 days after the recordation of the final plat of the Property with the Travis County Clerk, then the Owner of the Property shall within 60 days after receipt of such request, (a) trim existing trees 8" caliper and greater, and remove existing trees less than 8" caliper within the private right-of-way of Hornsby Hill Road, as determined to be necessary or desirable to improve sight distance, particularly at curves, and (b) install signage such as "SLOW", "NARROW ROAD", or similar signage within the private right-of-way of Hornsby Hill Road, according to the reasonable directives contained in said written request made to the Owner of the Property.

4. Construction access for large trucks and equipment for the construction of the initial dwellings and the concurrent accessory improvements on Lots 2B, 2C and 2D of the Property, respectively, will be provided only through Lot 2A of the Property, with the access to Lot 2A for such purposes being limited to the area of Hornsby Hill Road shown as "Approximate Location of Temporary Construction Access" on the attached Exhibit "A", subject to applicable governmental approval.

5. The owners of Lots 2B, 2C and 2D of the Property are responsible for the repair of any material damage to Hornsby Hill Road which is caused by construction traffic related to the construction of the initial dwellings and the concurrent accessory improvements on their respective Lots. As security for, but not in limitation of, the performance of this obligation, each owner of such Lots must, prior to the initial construction of improvements on the Lot, either (a) deposit the sum of \$5,000 with an escrow agent for such purpose pursuant to an escrow agreement with the Beby's Ranch Owners, or (b) provide a corporate surety bond to the Beby's Ranch Owners for such purpose, or (c) provide a letter of credit from a federally insured financial institution to the Beby's Ranch Owners for such purpose, with the choice among these options being at the election of the respective Lot owner. Not later than 120 days after the recordation of the final plat of the Property with the Travis County Clerk, a representative or committee of the Beby's Ranch Owners shall be appointed to approve the terms of any such escrow, bond or letter of credit. Such appointment shall be made by a majority of the Beby's Ranch Owners who choose to participate in such decision, with written notice of the identity of the appointee(s) being given to the present Owner of all the Property.

6. The Owner of all the Property shall, prior to the construction of improvements on Lots 2B or 2C of the Property, either contribute \$20,000 for new improvements to the right (south) leg of Hornsby Hill Road by the Beby's Ranch Owners on the right (south) leg of Hornsby Hill Road, or reimburse the Beby's Ranch Owners on the right (south) leg of Hornsby Hill Road in the amount of \$20,000 for their prior expenditures for such improvements, as may be directed by a written notice to the Owner of the Property from or on behalf of a majority of the Beby's Ranch Owners on the right (south) leg of Hornsby Hill Road. Such written notice shall be delivered within 120 days after the recordation of the final plat of the Property with the Travis

County Clerk. If the notice is not timely delivered, construction may commence before the payment is made, but the payment obligation of the Owner will still exist.

The Owner of all the Property shall, prior to the construction of improvements on Lot 2D of the Property, either contribute \$10,000 for new improvements to the left (north) leg of Hornsby Hill Road by the Beby's Ranch Owners on the left (north) leg of Hornsby Hill Road, or reimburse the Beby's Ranch Owners on the left (north) leg of Hornsby Hill Road in the amount of \$10,000 for their prior expenditures for such improvements, as may be directed by a written notice to the Owner of the Property from or on behalf of a majority of the Beby's Ranch Owners on the left (north) leg of Hornsby Hill Road. Such written notice shall be delivered within 120 days after the recordation of the final plat of the Property with the Travis County Clerk. If the notice is not timely delivered, construction may commence before the payment is made, but the payment obligation of the Owner will still exist.

Nothing herein shall be construed to prohibit the Owner of the Property from requiring reimbursement of the amounts mentioned from the future owners of Lots 2B, 2C or 2D as a condition of the sale of such Lots, or from assigning the obligations mentioned above to the future owners of Lots 2B, 2C or 2D, provided that they assume such obligations by a written instrument that is expressly enforceable by the Beby's Ranch Owners.

7. The occupants of the Property shall not park vehicles on Hornsby Hill Road. The owners of Lots 2B, 2C and 2D of the Property shall provide adequate room on such Lots for construction related parking and vehicles related to construction of the homes on such Lots shall not park on Hornsby Hill Road. If any construction related vehicles park on Hornsby Hill Road, any of the Beby's Ranch Owners shall have the right to cause them to be towed without being liable therefor. The Owner of the Property shall support any effort by the Beby's Ranch Owners to have Hornsby Hill Road designated as a fire lane where no vehicular parking is allowed.

8. The Property shall never be subdivided into more than four (4) lots, and no lot within the Property shall have more than one (1) single family residence and customary accessory improvements located thereon.

9. If any person or entity shall violate or attempt to violate this agreement and covenant, it shall be lawful for the Beby's Ranch Owners, individually or collectively, to prosecute proceedings, at law or in equity, against such person or entity violating or attempting to violate such agreement or covenant, to prevent the person or entity from such actions, and to collect damages for such actions.

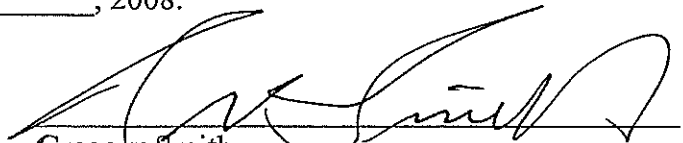
10. If any part of this agreement or covenant shall be declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full effect.

11. This agreement may be modified, amended, or terminated only by joint action of both (a) all the owner(s) of the Property at the time of such modification, amendment or termination, and (b) the affirmative vote of three-fourths (3/4) of the then owners of all the other lots or blocks shown by the plat of the said Beby's Ranch Subdivision No. 1, voting according to front footage holdings on the 715 foot contour line as established by the Lower Colorado River Authority

(each such front foot counting as one vote), evidenced by a written agreement signed and acknowledged by such three-fourths (3/4) of said owners.

When the context requires, singular nouns and pronouns include the plural.


EXECUTED this 1st day of August, 2008.



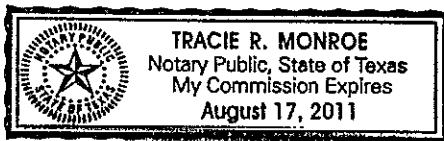
Gregory Smith

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on August 1, 2008
by Gregory Smith.



Notary Public - State of Texas



TRAVIS COUNTY COMMISSIONERS COURT
AGENDA REQUEST

Work Session _____ Voting Session September 23, 2008 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, County Judge
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested Text: Public Hearing with regard to the proposed issuance of Tax Exempt Bonds by Crawford Education Facilities Corporation for Hyde Park Baptist School, Inc. in a principal amount not to exceed \$17,000,000.

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

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (473-9106)

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

Human Resources Department (473-9165)

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

Purchasing Office (473-9700)

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

County Attorney's Office (473-9415)

- ___ Contract, Agreement, Policy & Procedure

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

08 SEP 16 AM 9:32
RECEIVED COUNTY JUDGE'S OFFICE

**TRAVIS COUNTY CULTURAL EDUCATION FACILITIES
FINANCE CORPORATION**

DATE: September 23, 2008

TO: Commissioners Court

FROM: Harvey L. Davis, Manager



SUBJECT: Hyde Park School

Hyde Park Baptist School, Inc. wishes to borrow an amount not to exceed \$17 million from tax-exempt bonds to be issued by the Crawford Education Facilities Corporation

The project entails construction of a new high school facility at the Quarries location, just north of the intersection of Braker Lane and Mopac in North Austin, to allow the School to relocate the high school (grades 9-12) from the main Hyde Park Baptist Church facilities on Speedway in Central Austin. The Quarries site has already been improved with the athletics fields and the Church's Christian Life Center, as well as initial site preparation work, including installation of utilities, drainage, roads and parking. The project will be undertaken in two phases, with Phase 1 including finishing site preparation work and parking for both phases, construction of the initial 62,000 sq ft high school facility, and construction of a new Athletics Complex. Phase 1 is scheduled to begin in Summer 2008, with construction being complete in time for the 2009-2010 academic year.

In addition to state-of-the art classrooms and labs with a total capacity of approximately 450 students, the new facility will include a dedicated two-story Library, as well as the Leadership Hall, which will serve as both an auditorium and cafeteria and will include an adjacent full-service catering kitchen. Administrative and support facilities will also be included in Phase 1. In addition to the high school building, Phase 1 will include an Athletics Complex to complement the existing facilities. The complex will include

locker rooms with shower areas and restrooms, laundry facilities, weight rooms, and coaches' offices.

Phase 2 will add an additional 12,000 sq ft, increasing total capacity by 150 students. Currently, there is no construction schedule for phase 2, and work is not projected to begin until the extra capacity is needed.

TCCEFFC is unable to issue the bonds due to state law restrictions.

Crawford is a small town (pop. 789) located near Waco and is best known for George W. Bush's ranch, located just outside the town.

Hyde Park has agreed to pay TCCEFFC a \$3,000 processing fee.

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Leroy Nellis, Budget Manager
John Hille, Jr., Asst. County Attorney, Director of Transactions
Cliff Blount, Attorney
Mary Mayes, Investment Manager
Mike Gonzalez, Sr. Financial Analyst

NOTICE OF A PUBLIC HEARING

The public is hereby notified that the Commissioner's Court of Travis County will hold a public hearing in the Travis County Commissioners' Courtroom, 314 West 11th Street, First Floor, Austin, Texas, 78701, on Tuesday, September 23, 2008, at 9:00 a.m., with regard to the proposed issuance by the Crawford Education Facilities Corporation of its Adjustable Rate Demand Revenue Bonds, Series 2008 (Hyde Park Baptist School Project) (the "Bonds"). The Bonds will be issued in a maximum principal amount not to exceed \$17,000,000. The purpose for which the Bonds will be issued is to (a) finance the acquisition, construction and equipping of (i) an approximately 62,000 square foot secondary education facility, which will include classrooms and labs with a total capacity not to exceed 600 students, a dedicated two-story library, a multipurpose hall that will serve as an auditorium and cafeteria, and administrative and support facilities, (ii) an approximately 10,000 square foot athletics complex that will include locker rooms with shower areas and restrooms, laundry facilities, weight rooms and coaches' offices and (iii) related site preparation work, including installation of utilities, drainage, roads, landscaping and parking, all for the school known as Hyde Park Baptist School, such facilities to be owned by Hyde Park Baptist School, Inc., a Texas nonprofit corporation (the "Borrower"), and all to be located at 11400 N. MoPac Expressway in Austin, Texas (such address also known as 4400 Mesa Woods Drive) (the "Project"), (b) refinance certain existing indebtedness of the Borrower, the proceeds of which were used for initial costs of the acquisition, construction and equipping of the Project, (c) finance any capitalized interest on the Bonds, (d) fund any required reserves and (e) pay costs of issuing the Bonds, including costs of credit enhancement. The sole user of the proceeds, initial owner and operator of the Project will be the Borrower.

THE BONDS DO NOT CONSTITUTE A LIABILITY OF THE CITY OF CRAWFORD, TRAVIS COUNTY, OR OF ANY OTHER MUNICIPAL CORPORATION OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS WHATSOEVER. THE SOLE OBLIGATION TO REPAY THE BONDS COMES FROM FUNDS PROVIDED BY HYDE PARK BAPTIST SCHOOL, INC.. PAYMENT ON THE BONDS IS NOT TO BE MADE FROM TAXES OR ANY OTHER PUBLIC FUNDS.

The public is invited to attend this hearing.

Interested persons wishing to express their views on the issuance of the Bonds or on the nature or location of the Project proposed to be financed may attend the public hearing or, prior to the time of the hearing, submit written comments to William C. Blount, Naman, Howell, Smith & Lee, L.L.P., 8310 Capital of Texas Highway North, Suite 490, Austin, Texas, 78731.



Agenda Item No. #4 / #39

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Work Session _____

Voting Session: **September 23, 2008**

I. A. Request made by: **Dana DeBeauvoir, County Clerk**
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested Text:

Public hearing to discuss and decide on the annual written plans for the 028 Records Management Preservation Fund and 057 County Clerk's Records Archival Fund.

(Purchasing has been notified to 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 |

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.

#4 / #39



Dana DeBeauvoir
Travis County Clerk
P.O. Box 1748
Austin, TX 78767
512-854-9188

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COUNTY JUDGE'S OFFICE
08 SEP 18 PM 4:17

**TRAVIS COUNTY CLERK FY09 PLAN FOR USE OF THE
028 RECORDS MANAGEMENT AND PRESERVATION FUND
AND THE 057 RECORDS ARCHIVE FUND**

BACKGROUND

The Records Management and Preservation Fund, outlined in Section 118.0216 of the Texas Local Government Code, is for, "the records management and preservation services performed by the county clerk after the filing and recording of a document in the records of the office of the clerk." This section also states, "the county clerk shall prepare an annual written plan for funding the automation projects and records management and preservation services performed by the clerk."

The County Clerk's Records Archive Fund, outlined in 118:025 of the Local Government Code, states that the fee for "Records Archive" under Section 118.011(f) is for, "the preservation and restoration services performed by the county clerk in connection with maintaining a county clerk's records archive." This section states, "the county clerk shall prepare an annual written plan for funding the preservation and restoration of the county clerk's records archive."

This document serves as the written plan for both of these funds.

Long Term Plan for the Use of these Funds

The Travis County Clerk's library of permanent real property records dates prior to 1836 and contains over 30,000,000 pages of documents. There are three important categories of these documents:

- April 1999 – present Documents are electronically imaged and have a computerized index.
- 1987 – 1999 Documents are microfilmed and have a computerized index.
- 1836 – 1987 Documents are microfilmed and have microfilmed copies of handwritten indexes.

Our primary goals are to use these funds to:

- **Provide computerized indexes for all real property records filed prior to 1990**
Computerizing indexes is a priority since index records prior to 1987 exist as microfilmed copies of handwritten indexes. In addition to the indexes being inefficient to research, handwriting styles and poor microfilm images can sometimes make reading the indexes difficult. New technology now allows inexpensive, highly accurate creation of

indexes. Previously, this task was tedious, expensive, and often contracted overseas with risks of transport.

- **Make certain that appropriate disaster recovery and business resumption systems are in place**

Ensuring that a detailed structure is in place to prevent loss of these records in the event of a disaster is directly associated with protecting the archive and therefore, related to the primary intent of this legislation.

- **Digitize County Clerk records and redact personal identifiers**

Digitizing records increases protection of documents from disaster, dramatically increases the ability to track and locate documents, provides a clearer more readable image of documents, and greatly improves efficiency for the retrieval of documents by the public. To help reduce the risk of identity theft, personal identifiers are being removed from images before they are presented for public view on the Internet. Additional redaction measures may need to be taken depending on actions from the legislature and Attorney General.

- **Ensure that appropriate electronic storage and retrieval systems are in place to protect the records**

Maintaining these millions of images will require a large-scale electronic storage system. A system for maintaining a replicated copy of this database is needed to minimize risk. It will also help to ensure that Internet access to the records will not be occurring on the same system as the storage/main production database.

- **Implement a system for securing, inventorying, tracking, and retrieving paper records filed with the Clerk**

This project is particularly important for protecting and tracking the location of court documents filed with the County Clerk's Office. This automated inventory check-in/check-out process allows these documents to be viewed by the necessary parties while minimizing the risk of being lost or stolen. It also coordinates the inventories of onsite and offsite records storage areas.

- **Apply special preservation methods to documents of significant historic value**

Modern preservation techniques should be applied to paper documents that merit special consideration, such as Sam Houston's will.

FY09 PLAN FOR THE USE OF THE 057 RECORDS ARCHIVE FUND

To reach the goals previously described, we are requesting the following resources for FY09:

1. FULL TIME EMPLOYEES

Total: \$368,499

We are asking that the employees funded in FY08 be continued in FY09. The new totals contain performance based pay awards, benefit adjustments, and a continuing transfer of \$7,702 to the General Fund.

2. MICROFILM DIGITIZING PROJECT II

Total: \$700,000

During FY04, we began the task of converting microfilm to digital images and creating computer indexes for each image for all records recorded between 1836 and 1987. For FY09, we are planning to expend \$700,000 for this project. This project has expanded to include the redaction of personal identifiers from images.

3. MAINTENANCE AGREEMENT FOR ANTHEM DEED INDEXING/IMAGING SYSTEM

Total: \$140,000

We are requesting that the fund be used to pay the annual maintenance costs for systems and software related to records management. The annual amount is approximately \$140,000.

4. RESERVES

Any unused funds will be classified as allocated reserves and will be held for future use. During FY09, these funds may be used for items such as additional temporary personnel resources, equipment, or professional services necessary for the projects listed above; replacement computer equipment; or a supplement to salaries following actions such as performance based pay increases, reclassifications, or pay adjustments.

FY09 PLAN FOR THE USE OF THE 028 RECORDS MANAGEMENT FUND

To reach the goals previously described, we are requesting the following resources for FY09:

1. FULL TIME EMPLOYEES WITH BENEFITS AND TEMPORARY EMPLOYEES

Total: \$627,804

We are asking that the employees funded in FY08 be continued in FY09.

2. TRAINING FOR EMPLOYEES

Total: \$25,000

3. OPERATING SUPPLIES

Total: \$35,000

4. COMPUTER HARDWARE AND SOFTWARE

Total: \$51,000

We are requesting one-time capital funds for computer hardware and software. A break down of these items is as follows:

Server FS1 (Replacement) \$12,000

This server is scheduled for replacement in FY09. Maintenance on this server expires in October 2008. This is our main Novel file server where word documents, spreadsheets, and departmental databases are kept. The availability and reliability of this server is critical to our operations. We need to replace this server that is at the end of its useful life in order to maintain availability and reliability.

Tapes for LTO-3 (Replacement) \$2,200

These cartridges are used to back up the servers at Airport and the Courthouse. Frequent use wears these tapes down and they must be periodically replaced. The tapes are used for holding backups critical to disaster recovery and business continuity.

Two Tape Backup Units for the 136T \$9,900

Our tape backup unit has a capacity for 6 tape backup units. We currently have two with two additional units planned for this year (currently on order). This will max out the expansion and allow for faster backup of an ever-expanding Anthem/SAN. \$9900. Continued growth of Recording images that must be kept in perpetuity requires more time to perform backups and more tapes to hold the backups.

Memory Expansion of Anthem Image/DB Servers \$1,200

Additional memory is required to meet the Oracle database requirements and provide adequate processing power to the auto indexing and redaction systems.

SAN Disk Array Expansion – 5 additional TB \$23,000

Continued growth of Recording images requires addition disk storage.

Additional Client Software for CommVault Server \$1,500

Increased demands on the backup system and additional backup clients require additional Client software.

Helpdesk Software

\$1,200

Increasing demands for user support require more efficient methods of managing, expediting, and tracking helpdesk requests.

5. TRAVIS COUNTY RECORDS MANAGEMENT AND COMMUNICATION RESOURCES DEPARTMENT EXPENSES

Total: \$221,713

We recommend that the 028 fund be used to cover the salary of an Imaging Tech and the Clerk's portion of offsite storage costs.

6. PLAT PROJECT

Total: \$50,000

We are asking for funds to image and index approximately 10,000 subdivision plats that date back to the 1800's. These plats require special handling and high resolution imaging since they are of a nonstandard size and usually contain intricate drawings and small lettering. Needing even greater care and attention are those that are printed on cloth. These documents are especially vulnerable because customers frequently need to view and handle the originals when the existing microfilm images are not useable. Details on the microfilm are often unreadable because of the limitations of the older microfilm process and the deterioration of the quality of the film over the years. With this project, customers will be able to view clear images of these plats on the internet and on the computers in our research area.

7. MAINTENANCE AGREEMENT AND COST FOR HOSTED INTERNET SITE FOR ANTHEM DEED INDEXING/IMAGING SYSTEM

Total: \$142,000

We are requesting that the fund be used to pay the annual maintenance costs for systems and software related to records management. This includes a \$26,000 maintenance cost and \$116,000 cost for the hosted Internet site.

8. RESERVES

Any unused funds will be classified as allocated reserves and will be held for future use. During FY09, these funds may be used for items such as additional temporary personnel resources, equipment, or professional services necessary for the projects listed above; replacement computer equipment; or a supplement to salaries following actions such as performance based pay increases, reclassifications, or pay adjustments.



AGENDA REQUEST INFORMATION:

- **Session/Date:** Voting Session: September 23, 2008
- **Requested Action:** Consider and Take Appropriate Action on Approving an Order Prohibiting Outdoor Burning in the Unincorporated Areas of Travis County

PROGRAMMATIC INFORMATION:

- **Points of Contact for additional information:** Pete Baldwin, Emergency Management Coordinator 974-0472; Debbie Ties, Administrative Assistant 854-6472.
- **Summary of Program Objective/Staff Recommendation:** Travis County has not received any significant rainfall in the past 30 days. As a result of this lack of moisture, the grasses that benefited from the earlier rains have begun to die and present a significant fire danger. The other mitigating factor is the strong winds which tend to make a fire more difficult to control. The KBDI in Travis County has slowly climbed to over 650 in the past week. The Fire Chiefs voted on 9/15/08 in favor of reinstating the burn ban. The current drought monitors indicate that Travis County is in a severe drought category. The long range forecasts do not indicate any significant moisture over the next several weeks which will only make the fire conditions get worse. The Office of Emergency Management and the Fire Marshal's Office recommend approval of the Order Prohibiting Outdoor Burning in the Unincorporated Areas of Travis County
- **Additional programmatic issues/concerns:**

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COUNTY JUDGE'S OFFICE
08 SEP 16 AM 8:59

COUNTY OF TRAVIS §
 §
STATE OF TEXAS §

**ORDER PROHIBITING
OUTDOOR BURNING**

WHEREAS, Section 352.081 of the Local Government Code provides that the commissioners court of a county by order may prohibit outdoor burning in the unincorporated area of the county if the commissioners court makes a finding that circumstances present in the unincorporated area create a public safety hazard that would be exacerbated by outdoor burning; and,

WHEREAS, the Travis County Commissioners Court does hereby find that circumstances present in all of the unincorporated area of Travis County create a public safety hazard that would be exacerbated by outdoor burning;

NOW, THEREFORE, it is ORDERED that outdoor burning is prohibited in all of the unincorporated areas of Travis County as follows:

- (1) Actions prohibited:
 - (a) A person violates this order if he/she burns any combustible material outside of an enclosure which serves to contain all flames and/or sparks, or orders such burning by others.
 - (b) A person violates this order if he/she engages in any activity outdoors which could allow flames or sparks that could result in a fire unless done in an enclosure designed to protect the spread of fire, or orders such activities by others.
- (2) Enforcement:
 - (a) Upon notification of suspected outdoor burning, the fire department with jurisdiction for the location of the fire shall respond to the scene and take immediate measures to contain and/or extinguish the fire.
 - (b) As soon as possible, a duly commissioned peace officer shall be sent to the scene to investigate the nature of the fire.
 - (c) If, in the opinion of the officer on the scene, the goal of this order can be attained by informing the responsible party about the prohibitions established by this order, the officer may, at his or her discretion, request compliance with it. In such instances, an entry of this notification containing the date, time and place of the warning, along with the name of the party receiving the warning, shall be forwarded to the office of County Judge.
 - (d) In accordance with Section 352.081 of the Local Government Code, a person who knowingly or intentionally violates this order commits a Class C Misdemeanor, punishable by a fine up to \$500.
- (3) This order does not apply to outdoor burning activities:
 - (a) related to public health and safety that are authorized by the Texas Commission on Environmental Quality for:
 - (A) firefighter training;
 - (B) public utility, natural gas pipeline, or mining operations; or

- (C) planting or harvesting of agriculture crops.
- (b) that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resources Code, and meet the standards of Section 153.047, Natural Resources Code.
- (c) that involve the performance of **outdoor** combustible operations, including but not limited to, outdoor welding, cutting or grinding operations and outdoor hot works operations, by any person (i) if the Travis County Fire Marshal has issued a permit for the welding or hot works operations in compliance with the Fire Code or (ii) if the operations are performed in compliance with the following requirements creating a controlled environment and safeguards on each day when operations are performed:
 - (A) Areas where welding, cutting or grinding operations or hot works operations are being performed are free of vegetation for at least twenty-five feet in all directions;
 - (B) Surfaces around welding or hot works area are wetted down;
 - (C) Each location where welding, cutting or grinding operations or hot works operations are being performed must have cellular telephone communications for emergency response;
 - (D) Before beginning any operations, the person performing the welding, cutting or grinding operations or hot works operations must notify the local fire department or Emergency Services District which serves the location where the welding, cutting or grinding operations or hot works operations are planned.
 - (E) A dedicated fire watch person attends each welder, cutter, grinder, or worker performing hot works operations or any activity that causes a spark;
 - (F) At least one (1) water pressure fire extinguisher per fire watch person is located within 10 feet of the location where welding, cutting or grinding operations or hot works operations are being performed;
 - (G) No welding, cutting or grinding operations or hot works operations is allowed on days designated as red flag warning days by the National Weather Service;
 - (H) If all welding, cutting and grinding operations or hot works operations are performed only in a total welding or hot works enclosure, or "welding box" or "hot works box", that is sufficiently high to control sparks, including a fire retardant cover over the top, the operations must comply with requirements E, F, and G in this list and is encouraged to comply with requirements A-D inclusive, if feasible and appropriate, and;
 - (I) If all welding, cutting and grinding operations or hot works operations are performed only in sub-surface, or "bell hole", welding and grinding operations or hot works operations within approved excavations, the operations must comply with requirements E, F, and G in this list and is encouraged to comply

with requirements A-D inclusive, if feasible and appropriate.

Be it also ORDERED that the purpose of this order is the mitigation of the public safety hazard posed by wild fires during the current dry weather by curtailing the practice of outdoor burning, which purpose is to be taken into account in any enforcement action based upon this order.

This order prohibiting outdoor burning shall expire on October 22, 2008 or upon such date as the Travis County Commissioners Court by order determines that the circumstances present in the unincorporated areas of Travis County no longer create a public safety hazard that would be exacerbated by outdoor burning, whichever occurs earlier.

ORDERED THIS 23rd DAY OF SEPTEMBER 2008.

TRAVIS COUNTY COMMISSIONERS COURT

By: _____
Samuel T. Biscoe, County Judge

Travis County Commissioners' Court Agenda Request

Meeting Date: September 23, 2008

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

B. Specific Agenda Wording:

APPROVE PROCLAMATION SUPPORTING THE TRAVIS COUNTY SHERIFF'S OFFICE 6TH ANNUAL COMMUNITY EXTRAVAGANZA ON OCTOBER 4, 2008.

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

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COUNTY JUDGE'S OFFICE
08 SEP 18 PM 2:18

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.

8 ✓

RECEIVED
COUNTY JUDGE'S OFFICE
TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

08 SEP 18 PM 1:12

Please consider the following item for:

Voting Session:

September 23, 2008

I. A. Request made by:

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



A. **CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO ADOPT ORDER SETTING THE TRAVIS COUNTY TAX RATES FOR THE YEAR BEGINNING JANUARY 1, 2008.**

Approved by:

Signature of Commissioner(s) or County Judge

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

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- _____ Contract, Agreement, Policy & Procedure

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

COMMISSIONERS COURT ORDER
MAKING TAX LEVIES FOR TRAVIS COUNTY, TEXAS
FOR THE YEAR 2009

STATE OF TEXAS §
COUNTY OF TRAVIS §

It is necessary to levy Ad Valorem taxes on each \$100 valuation of all taxable property in Travis County for Travis County for the 2008 tax year and it is moved that property taxes be increased by the adoption of a tax rate of the following:

MAINTENANCE AND OPERATIONS

\$.3394 Total Maintenance and Operations Tax

DEBT SERVICE:

\$.0728 Total Debt Service Tax

I. On motion by: _____,

Seconded by: _____,

The following was adopted by the Commissioners Court on September 23, 2008:

It is moved that property taxes be increased by the adoption of a tax rate of \$.3394 for maintenance and operations and there is hereby levied for the current tax year an ad Valorem tax of \$.3394 for each \$100 valuation of all taxable property for general operating purposes.

Voting in favor of the Motion:

Samuel T. Biscoe, County Judge

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Gerald Daugherty
Commissioner, Precinct 3

Margaret Gómez
Commissioner, Precinct 4

II. On motion by: _____,

Seconded by: _____,

The following was adopted by the Commissioners Court on September 23, 2008:

There is hereby levied for the current tax year an ad valorem tax of \$.0728 for each \$100 valuation of all taxable property for debt service and to provide sinking funds and to pay interest on the above mentioned

bond issues.

Voting in favor of the motion:

Samuel T. Biscoe, County Judge

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Gerald Daugherty
Commissioner, Precinct 3

Margaret Gómez
Commissioner, Precinct 4

III. On motion by: _____,

Seconded by: _____,

The following was adopted by the Commissioners Court on September 23, 2008:

The two components of the County tax rate for the current year having been approved in this order, property taxes are increased by the adoption of a tax rate of \$.3394 for maintenance and operations and there is hereby levied for the current tax year a total County ad valorem tax of \$.4122 for each \$100 valuation of all taxable property.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL DECREASE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$1.10.

Voting in favor of the motion:

Samuel T. Biscoe, County Judge

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Gerald Daugherty
Commissioner, Precinct 3

Margaret Gómez
Commissioner, Precinct 4

9 ✓

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TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

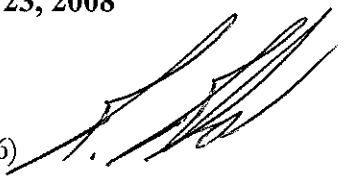
Please consider the following item for:

Voting Session:

September 23, 2008

I. A. Request made by:

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



A. **CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO ADOPT ORDER APPROVING THE TRAVIS COUNTY BUDGET FOR FISCAL YEAR 2009.**

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.

COMMISSIONERS COURT ORDER
SETTING BUDGET FOR TRAVIS COUNTY
FOR FISCAL YEAR ENDING SEPTEMBER 30, 2009

DATE: _____

STATE OF TEXAS §
COUNTY OF TRAVIS §

RECITALS

By Commissioners Court Order dated September 23, 2008, the Commissioners Court has set the tax rates and levied taxes based on the tax requirements identified in the County budget for the fiscal year beginning October 1, 2008.

In this order, "Proposed Budget" means the budget that the Executive Manager, Planning and Budget of Travis County prepared for the period beginning October 1, 2008 and ending September 30, 2009 and filed with this Commissioners Court, the County Clerk and the County Auditor on September 19, 2008.

Pursuant to Sections 1.0051 and 1.0052 of the Travis County Code, the Commissioners Court may amend that manual.

In accordance with TEX. LOC. GOV'T CODE, Chapters 111.063 through 111.073, the Executive Manager, Planning and Budget of Travis County, has prepared the Proposed Budget and filed it with this Court, the County Clerk and the County Auditor on September 19, 2008.

By order made and entered into the Minutes of this Commissioners Court, a public hearing on the Proposed Budget was called to be held on September 23, 2008, at 9:00 a.m., in the Commissioners Courtroom, 314 West 11th Street, Ned Granger Building.

The Commissioners Court intends that the Proposed Budget includes certain interpretations about and restrictions on the use of the funds budgeted in the Proposed Budget. These interpretations and restrictions are included in the following documents:

- a) Budget Rules,
- b) Personnel Slot List which shows all authorized positions including New Positions,
- c) Revenue Estimate prepared by the County Auditor,
- d) Complete Financial Statement, and
- e) Changes to the Proposed Budget, which the Commissioners Court has made since it was filed.

After careful consideration of the Proposed Budget as modified by these restrictions, it appears to the Court that this Proposed Budget is in the best interests of the County for the period for which appropriations are made in it, and that this Proposed Budget should be adopted and approved.

ORDER

The Commissioners Court of Travis County, Texas, makes the following orders that relate to the adoption and implementation of the Travis County Budget for the fiscal year beginning October 1, 2008 and ending September 30, 2009:

1. Chapter 22 of the Travis County Code is deleted,
2. The Budget Rules for FY 09 are added to the Travis County Code as Chapter 22 in the form approved on September 16, 2008, and
3. The budget for Travis County, Texas, for the period beginning October 1, 2008 and ending September 30, 2009 includes the following documents, which were filed with the County Clerk and County Auditor on September 19, 2008 and are incorporated in it by reference:
 - 3.1 Proposed Budget at the department level which is managed at the line item level,
 - 3.2 Current Proposed Budget for Certificates of Obligation for FY 09 Issuances,
 - 3.3 Current Proposed Budget for voter authorized bonds,
 - 3.4 Personnel Slot List which includes New Positions
 - 3.5 Elected Officials salaries as stated in Order dated August 5, 2008, setting these salaries,
 - 3.6 Chapter 22 of the Travis County Code which governs the expenditures of funds under the Proposed Budget,
 - 3.7 Auditor's Revenue Estimate and Complete Financial Statement,
 - 3.8 Reappropriated grant funds for the end of Fiscal Year 2008 not to exceed \$60,000,000 in accordance with the terms of the grant contracts, and

- 3.9 Motions to Amend the Fiscal Year 2009 Proposed Budget and Chapter 22 of the Travis County Code shown in Attachment B.
4. The budget for Travis County, Texas, for the period beginning October 1, 2008 and ending September 30, 2009 includes the following documents, which are not yet available and will be filed with the County Clerk on or before November 30, 2008, and are incorporated in this order by this reference:
 - 4.1 Properly encumbered balances at the end of the Fiscal Year 2008 to the extent that they do not exceed \$95,000,000 and are used for the purpose encumbered on or before September 30, 2008.
 - 4.2 Properly pre-encumbered balances at the end of the Fiscal Year 2008 to the extent that they do not exceed \$15,000,000 and are used for the purpose pre-encumbered on or before September 30, 2008.
 - 4.3 Capital account balances as of September 30, 2008 to the extent that they do not exceed \$120,000,000.
 - 4.4 An amount of voter approved bonds and certificates of obligation to be issued that does not exceed \$35,000,000.
5. The total of adding the amounts referenced in 3.1, 3.2, 3.3, 3.7, 3.8, and 3.9 and in 4.1, 4.2, 4.3, and 4.4 of this order shall establish the total adopted budget for expenditures and is not to exceed \$986,330,320.
6. The budget for Travis County for the period beginning October 1, 2008 and ending September 30, 2009 includes employee and retiree health and other benefits that are determined annually. The budget for Travis County for the period beginning October 1, 2008 and ending September 30, 2009 is finally approved and adopted for that time period.
7. After receiving direction from the County Judge to do so, the Executive Manager, Planning and Budget shall file an official and approved copy of the Budget with the County Auditor and the County Clerk.
8. Expenditures of the funds of Travis County shall not be made, approved or paid from this date until September 30, 2009, unless the expenditures are in strict compliance with this budget, unless it is amended in compliance with the laws of Texas.

This order was adopted at an open meeting of Commissioners Court of Travis County, Texas held on September 23, 2008,

on motion made by: _____,

and seconded by: _____ .

and those voting in favor of the motion have signed their names below:

Samuel T. Biscoe, County Judge

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Gerald Daugherty
Commissioner, Precinct 3

Margaret Gómez
Commissioner, Precinct 4

Motions to Amend the Fiscal Year 2009 Proposed Budget

Motion 1:

↑

10

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

RECEIVED
JUDGE'S OFFICE

08 SEP 18 AM 8:37

Please consider the following item for:
9-23-08

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

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

- a) Approve grant application to the U.S. Fish and Wildlife Service through Texas Parks and Wildlife Department for Transportation and Natural Resources to acquire land with endangered species habitat for the Balcones Canyonlands Preserve (BCP).
- b) Approve grant contract with the State of Texas Office of the Attorney General for Juvenile Probation to provide child support case data to meet Federal State Case Registry requirements, process the federal redirection of cases with changed case status, and provide local customer service.
- c) Approve grant contract with the Supreme Court of Texas Task Force on foster care for Civil Courts to provide legal representation for primary parents in pending child abuse and neglect cases in Travis County.
- d) Approve grant contract with the Supreme Court of Texas Task Force on foster care for Civil Courts to establish a Child Public Defender's Office to provide legal representation to children in child protective services.
- e) Permission to Continue the Family Violence Protection Team grant from Department of Justice in the District Attorney's Office, County Attorney's Office and Travis County Sheriff's Office.

Approved by:

Signature of Commissioner(s) or County Judge

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

9/23/2008

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
FY 2008

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

Dept	Grant Title	Grant Period	Grant Amount	County Match	Indirect Costs	FTEs	Notes	Page #
<i>Applications</i>								
<i>a</i>	49	FY09 HCP Land Acquisition Assistance Grant	1/1/2009 - 12/31/2012	\$6,885,000	\$2,295,000		1	10
<i>Contracts</i>								
<i>b</i>	45	State Case Registry and Local Customer Service Contract	9/1/2008 - 3/31/2010	\$16,532			1	30
<i>c</i>	22	Office of Parental Representation	10/1/2008 - 9/30/2009	\$300,000	\$173,703	8		94
<i>d</i>	22	Office of Child Representation	10/1/2008 - 9/30/2009	\$300,000	\$167,773	8	1	107
<i>Permission to Continue</i>								
<i>e</i>	19	Family Violence Protection Team	10/1/2005 - 9/30/2008	\$496,594		3	1	120

Notes:

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

1.

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	County	Local	FTEs	Cm. Ct.
		Amount	Match	Funds (Donation)		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
59	Emergency Management Performance Grant (Language amended on 4/1/2008)	\$ 60,215	\$ 60,215			12/21/2007
49	CAPCOG FY08 Solid Waste Enforcement	\$ 31,356				1/2/2008
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
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
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
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	\$50,000		4/1/2008
37	State Criminal Alien Assistance Program - SCAAP 08 (applied for \$49,894,309)	\$	1,000,000				4/29/2008
45	Mental Health Court Expansion- Collaborative Opportunities for Positive Experiences (COPE)	\$	200,000	\$50,434		1.5	4/29/2008
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
58	Veterans Employment & Training Service (Stand Down)		\$7,000		\$3,000		9/9/2008
Total Outstanding		\$	6,155,715	\$ 1,550,987	\$64,000	17.55	

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	Cm. Ct. Approval Date
58	AmeriCorps	\$ 230,020	\$223,358			16.00	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			8.00	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			2.00	11/13/2007
23	Project Safe Neighborhoods	\$ 95,000				1.00	11/13/2007
24	Drug Diversion Court	\$ 160,041				1.00	11/13/2007
45	Juvenile Assessment Center [Juvenile Accountability Block Grant (JABG)-Local Funds]	\$ 80,943	\$8,994			1.00	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				1.00	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			2.00	1/29/2008
58	Parenting in Recovery Project	\$500,000	\$88,000			1.00	1/29/2008
45	Court Order Parent Education Project (COPE)	\$41,800				0.50	2/19/2008

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45	Approved Visitation	\$56,958	\$5,696		
49	Travis Co. East Metropolitan Park, TPWD Project #5000338-Amendment	\$500,000		\$500,000	2/26/2008
49	Northridge Acres Non-Border Colonia Fund Application Non-Border Colonia Fund, Texas Community Development Program, Office of Rural Community Affairs	\$250,000	\$139,980		3/4/2008
58	SVCI (Seniors and Volunteers for Childhood Immunization)	\$8,424			0.25 4/8/2008
17	Manor Historic Resources Survey	\$6,000	\$3,000	\$1,000	4/8/2008
45	National School Lunch Program/School Breakfast Program	\$240,000			4/15/2008
45	Global Youth Services Day Mini Grant	\$400			4/15/2008
58	Retired and Seniors Volunteer Program (RSVP)	\$23,800	\$23,800		4/22/2008
49	TCEQ LIRAP Local Initiative Projects	\$ 373,217	\$373,217		5/6/2008
58	2008 Phase XXVI Emergency Food and Shelter Program #08104	\$ 101,533			5/6/2008
58	SVCI (Seniors and Volunteers for Childhood Immunization)			\$4,000	0.25 5/6/2008
58	RSVP	\$ 61,281			0.50 5/6/2008
45	USDA School Commodities Program	\$11,665			5/20/2008
12	SAVNS Statewide Automated Victim Notification Service	\$25,817			5/20/2008
49	Hazard Mitigation Grant - Thoroughbred Farms Buyout, DR-1697-007 (original was to DR-1709)	\$588,307	\$196,102		6/10/2008
59	2006 Law Enforcement Terrorism Planning Program Grant	\$20,000			6/10/2008
58	LIHEAP Weatherization Assistance Program	\$175,646			6/24/2008
58	DOE Weatherization Assistance Program	\$132,808			6/24/2008
58	Oncor Project			\$35,896	7/15/2008
37	SCATTF - Sheriff's Combined Auto Theft Task Force	\$591,236	\$303,856		12.00 7/15/2008
23	Title IV-E	\$1,572,446			8/5/2008

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55	LaTravis County Mental Health Public Defenders Office	\$375,000	\$250,000	8.00	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	16.00	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	8.00	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
19	Underage Drinking Prevention Program	\$177,976	\$107,282	3.00	9/9/2008
49	TCEQ LIRAP Local Initiative Projects	\$443,326	\$443,327		9/9/2008
45	Community Resource Coordinator Contract	\$69,587		1.00	9/9/2008
49	LIRAP Program	\$3,971,311		1.80	9/9/2008
45	Juvenile Drug Court Grant	\$400,000		3.00	9/16/2008
45	Court Order Parent Education Project (COPE)	\$41,800		0.05	9/16/2008
		\$ 27,073,873	\$6,325,968	\$540,896	\$ 14,837 87.60

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

58	LIHEAP Weatherization Assistance Program Amendment 1	\$193,067			9/16/2008
58	DOE Weatherization Assistance Program Amendment 1	\$146,751			9/16/2008

Total Outstanding	\$ 1,219,572	\$ 2,125,693	\$ -	1.00
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* Original Grant Column shows Beginning FY'08 Amount

FY 2008 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Original Grant Amount	Original County Match	Continuation Amount Total	Total FTEs	Cm. Ct. Original Approval Date	Cm. Ct. Approval Date for Continuation
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
24	Drug Diversion Court			\$ 188,474	1		9/9/2008
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:	Transportation & Natural Resources
Contact Person:	Melinda Mallia
Title:	Environmental Project Manager
Phone Number:	854-4460

Grant Title:	FY09 HCP Land Acquisition Assistance Grant			
Grant Period:	From:	1/1/09	To:	12/31/12
Grantor:	U.S. Fish and Wildlife Service through Texas Parks and Wildlife Dept.			


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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:						0
Operating:	6,885,000			2,295,000		9,180,000
Capital Equipment:						0
Indirect Costs:						0
Total:	6,885,000	0	0	2,295,000	0	9,180,000
FTEs:						0.00

Performance Measures	Projected FY 08 Measure	Progress To Date:				Projected FY 09 Measure
		12/31/07	3/31/08	6/31/08	9/30/08	
Applicable Depart. Measures						
Acquire 30,428 acres with BCP partners to meet terms of FWS permit for endangered species protection	28,001					28,331
Measures For Grant						
Protect 50 acres for BCP						50

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

PBO Recommendation:

PBO concurs. Please see memo. 

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?

Federal grant funds in the amount of \$9,000,000 are requested through the Section 6 Habitat Conservation Plan Land Acquisition Assistance Program to acquire land with endangered species habitat for the Balcones Canyonlands Preserve (BCP). The Texas Parks and Wildlife Department (TPWD) is the pass-through agent and grant administrator for this U.S. Fish and Wildlife Service (USFWS) program. Awards were selected by the USFWS in a national competition among entities with approved Habitat Conservation Plans.

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

The County is required to maintain properties purchased with HCP grant funds according to land management plans approved by the U.S. Fish and Wildlife Service.

2. 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 requires a minimum match of 25% or \$2,295,000. Matching funds are available in the approved budget, account 038-4909-629-8112.

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

The grant does not provide funding for the county's indirect costs; it is limited to funding for land purchases and associated costs, such as appraisals, surveys and title work. Funding for TPWD administrative costs as a pass-through entity have been waived for FY09.

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

The BCP partners must protect 30,428 acres plus 62 additional cave properties by 2016 under the terms of Regional Permit #PRT-788841. These obligations remain whether or not grant funding continues.

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.


The grant will help the county meet its acquisition goals for the BCP and permit requirements for the Balcones Canyonlands Conservation Plan (BCCP).



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 17, 2008
SUBJECT: Transportation and Natural Resources Grant Application for Land Acquisition for the Balcones Canyonlands Preserve

The attached Grant Application from the Texas Parks and Wildlife Department is for the purchase of land in the Balcones Canyonlands Preserve. The grant totals \$9,180,000 in federal (\$6,885,000) and local monies (\$2,295,000). TNR reports that federal funding for these grants has diminished and competition for the funds has increased rapidly.

The department states that this grant program is intended to complement the efforts made by both Travis County and the City of Austin in the implementation of their regional endangered species permit. TNR states that the Texas Parks and Wildlife Department will rank and score grant applications from Texas and forward its recommendation to the U.S. Fish and Wildlife Service for national competition. The BCP partners must protect 30,428 acres plus 62 cave properties under the permit. TNR states that the BCP partners have protected 28,001 acres and 43 caves to date.

This grant award would require a 25% grant match of the total grant, or \$2,295,000. The department states that matching funds will come from the BCP Fund (Fund 038). The matching funds are available in the BCP Fund (Fund 038). The FY 09 budget for this Special Fund will be \$10,784,488. PBO recommends approval of this grant application.

cc: Michelle Gable, County Auditor's Office
Joseph Gieselman, TNR
Cynthia McDonald, TNR
Melinda Malia, TNR
Rodney Rhoades, PBO
Leroy Nellis, PBO
Donna Williams-Jones, TNR



TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

September 12, 2008

MEMORANDUM

TO: Members of the Commissioners' Court
FROM: Joseph P. Gieselman, Executive Manager, TNR
SUBJECT: Grant Application for FY09 HCP Land Acquisition Assistance

Proposed Motion: Consider grant application to the Texas Parks and Wildlife Department (TPWD) for land acquisition assistance grant funds and take appropriate action.

Summary and Staff Recommendation: Federal grant funds in the amount of \$6,885,000 are requested to acquire land with endangered species habitat for the Balcones Canyonlands Preserve (BCP). The Texas Parks and Wildlife Department (TPWD) will rank and score grant applications from Texas in conjunction with the Austin District Office of the U.S. Fish and Wildlife Service (USFWS). Habitat Conservation Plan (HCP) Land Acquisition Assistance grants are nationally competitive, with final scoring and selection done at the USFWS in Washington, DC. Staff recommends approval.

Budgetary and Fiscal Impact: The grant requires a minimum match of 25% or \$2,295,000. Matching funds are available in the approved budget, account 038-4909-629-8112.

Background: The BCP partners must protect a minimum of 30,428 acres and 62 caves under the terms of Regional Permit #PRT-788841. To date 28,001 acres and 43 caves have been protected. Another 2,427 acres and 19 caves are needed by 2016 to comply with the terms of the permit.

Issues and Opportunities: The BCP has received \$59,253,794 in federal assistance through the HCP Land Acquisition Assistance Program and provided \$22,917,931 in matching funds. This brings the cumulative total of grant funds for this program to \$82,171,725. A contract for the most recent award of \$5,250,000 million was approved by the Commissioners' Court on August 26, 2008.

Exhibits: Section 6 Grant Application Proposal
Attachment A to Grant Proposal

HCP Awards for BCP

Required Authorizations: Jessica Rio, PBO

MSM:JPG:msm

cc: John Hille, CA
Jessica Rio, PBO
Michelle Gable, Auditor
Jon White, TNR
Donna Williams-Jones, TNR
Rose Farmer, TNR
Kevin Connally, TNR
Melinda Mallia, TNR

**HCP Grant Awards
for Balcones Canyonlands Preserve Acquisition
9/12/08**

Award Year	Award Date	Recipient	Federal Funds 75%	Minimum Local Match* 25%	Total
FY97	Sep-97	COA	1,000,000	333,333	1,333,333
FY98	7/22/1998	TC	2,000,000	666,667	2,666,667
FY99	5/5/1999	TC	1,500,000	500,000	2,000,000
FY00	4/26/2000	TC	4,140,000	1,380,000	5,520,000
FY01	6/5/2001	TC & COA	14,140,000	4,713,333	18,853,333
FY02	10/31/2002	TC	10,000,000	3,333,333	13,333,333
FY03	7/14/2003	TC	4,993,794	1,664,598	6,658,392
FY04	11/16/2004	TC	3,375,000	1,125,000	4,500,000
FY05	10/25/2005	TC	6,890,000	2,296,667	9,186,667
FY07	5/15/2007	TC	5,700,000	1,900,000	7,600,000
FY08	6/4/2008	TC	5,250,000	1,750,000	7,000,000
			59,253,794	22,917,931	82,171,725

* Overmatches, paid in excess of the minimum required match, are not included in this calculation. The City of Austin overmatched on the Ivanhoe acquisition and Travis County overmatched on the Nootsie tract.

SECTION 6 GRANT PROPOSAL

HABITAT CONSERVATION PLAN LAND ACQUISITION ASSISTANCE PROGRAM

Balcones Canyonlands Conservation Plan
Travis County, Texas

FY09 PROJECT STATEMENT

September 1, 2008

Prepared By:

Travis County
Transportation & Natural Resources Department
Natural Resources & Environmental Quality Division
PO Box 1748
Austin, TX 78767

Contact: Melinda Mallia (512)854-4460

1. Need. Why is the project being undertaken? (NOT TO EXCEED ONE PAGE; include attachments, if necessary, to expand on this section)

The Balcones Canyonlands Conservation Plan (BCCP) is a multi-species regional Habitat Conservation Plan for the protection of 8 endangered species and 27 species of concern found in Travis County. Located in an urban county with tremendous development pressure, completion of the Balcones Canyonlands Preserve (BCP) is an integral component of recovery plans for these species. Without the protections sought in the BCCP, the recovery goals for these species cannot be successfully achieved ^{1,2,3}.

In the years since the U. S. Fish and Wildlife Service (USFWS) issued a regional permit for the BCCP in 1996, 92% of the acreage required under the permit has been protected. Forty-three out of 62 required caves have some amount of protection.

Land costs continue to increase dramatically in Travis County, making it imperative to secure protection of the remaining acreage as quickly as possible. An overwhelming majority of the acreage protected in the BCP has been acquired with locally-generated funds through a partnership among private landowners, non-profit conservation organizations, a regional conservation and reclamation district, and local, state and federal agencies. The availability of federal grant funds is essential to the success in completing the preserve design. It will continue to allow partners to leverage local funds to purchase available lands for inclusion in the BCP.

From its inception, the BCCP was created to achieve the recovery goals and objectives outlined by the U.S. Fish and Wildlife Service for the locally-listed species, with the ultimate goal of recovering species to the extent that they no longer need federal protection. Continued federal assistance is vital to protect imperiled species, relieve affected landowners and complete the efforts of the public agencies, private entities, and individuals that have worked to implement the BCCP.

Acreage to be protected under the permit	30,428 acres
Acreage protected to date	28,001 acres
Remaining acreage to protect	2,427 acres

Please see Attachment A for additional details

2. Objective. What is to be accomplished during the period of the grant pursuant to the stated need? Specify what is to be accomplished within the time, money, and staffing allocated; identify a recognizable end point; and be quantifiable or verifiable. (NOT TO EXCEED ONE SENTENCE)

Objective: To acquire lands for the Balcones Canyonlands Preserve as funding permits towards the BCCP goal of 30,428 acres and 62 caves.

3. **Expected Results or Benefits.** What will be the results or benefits of accomplishing the objective? Try to provide quantifiable or verifiable resource benefits. (NOT TO EXCEED ONE-HALF PAGE).

Accomplishing the protection goals of the regional Habitat Conservation Plan for the BCP will ensure the protection of eight endangered species and 27 species of concern. The priority tracts for acquisition in FY09 are a key to meeting this objective.

A list of species protected by the BCCP is included in Attachment A, Table 7.

4. **Approach.** How will the objective be attained? Include only specific, numbered procedures. Keep procedures brief, simple and understandable. Final procedure should refer to Annual and/or Final Reports and their due dates. Provide telephone numbers and email addresses of key project personnel and cooperators.

Procedures	
1	Receive award notice
2	Appraise property
3	Obtain appraisal review
4	Amend Interlocal Agreement to add FY08 grant funds
5	Negotiate purchase contract with seller(s)
6	Survey property
7	Conduct environmental site assessment
8	Acquire property
9	Obtain title policy and closing documents
10	Submit annual report summarizing acquisition status
11	Submit final reports and acquisition documents to the USFWS and TPWD within 90 days of closing or upon receipt

Key Personnel for Grant Implementation

Functional Title	Name	Phone	Email
Environmental Project Manager / Grant Manager	Melinda Mallia	512 854-4460	Melinda.Mallia@co.travis.tx.us
Real Estate Specialist	Lisa Dean	512 854-7616	Lisa.Dean@co.travis.tx.us
Grants Accountant	Donna Williams-Jones	512 854-7677	Donna.Williams-Jones@co.travis.tx.us

Additional Contacts for BCP Administration

Natural Resources Program Manager	Rose Farmer	512 854-7214	Rose.Farmer@co.travis.tx.us
Environmental Resource Management Specialist Sr.	Kevin Connally	512 854-7213	Kevin.Connally@co.travis.tx.us
Environmental Specialist	Jennifer Brown	512 854-7215	Jennifer.Brown@co.travis.tx.us

5. Location. Where will the work (address) be done? Attach location map if needed.

All properties to be acquired are located in Travis County, Texas. A map is attached showing the location of priority and alternate tracts within the preserve.

Physical Address: Travis County TNR
 Natural Resources and Environmental Quality Division
 1010 Lavaca, Suite 314
 Austin, Texas 78701

6. Estimated Cost. Provide breakdown of what it will cost to attain the objective.

		Federal Share 75%	Non-federal Share 25%	Total 100%
1	Personnel	0	0	0
2	Travel	0	0	0
3	Equipment	0	0	0
4	Supplies	0	0	0
5	Contractual Associated costs, including: appraisal, appraisal review, land plan, title policy, environmental site assessment, etc.	135,000	45,000	180,000
6	Other Land cost	6,750,000	2,250,000	9,000,000
7	Totals	6,885,000	2,295,000	9,180,000
	<i>Percentages</i>	<i>75%</i>	<i>25%</i>	<i>100%</i>

7. Milestone Schedule. Timetable for initiation and completion of procedures outlined in Approach. Years based upon project period.

Procedures	2009	2010	2011
1	X		
2	X	X	
3	X	X	
4	X	X	
5		X	X
6		X	X
7		X	X
8		X	X
9		X	X
10		X	X
11		X	X

8. Literature Cited:

1. Grzybowski, Joseph A., Black-Capped Vireo (*Vireo atricapillus*) Recovery Plan, Approved by U.S. Fish and Wildlife Service, 1991, 74pp.
2. Keddy-Hector, Dean P., Golden-cheeked Warbler (*Dendroica chrysoparia*) Recovery Plan, Approved by U.S. Fish and Wildlife Service, 1992, 88pp.
3. O'Donnell, Lisa and Elliott, William R., Endangered Karst Invertebrates (Travis and Williamson Counties, Texas) Recovery Plan, Approved by U.S. Fish and Wildlife Service, 1994, 154pp.

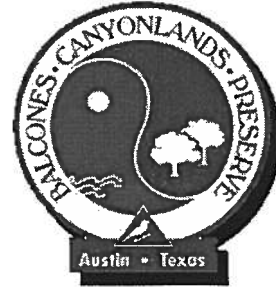
ATTACHMENT A: Proposal for FY09 Land Acquisition Assistance

ATTACHMENT B: Willing Seller Letters
Priority Tract: Parke North/Nootsie Development Tract
New Alternative Tracts: New Life International
Webb

ATTACHMENT A

PROPOSAL FOR FY09 LAND ACQUISITION ASSISTANCE

**Balcones Canyonlands Preserve
Austin/Travis County, Texas**



September 1, 2008

PART 1: SELECTION CRITERIA

- ◆ Quality of habitat for endangered species
- ◆ Landowner willingness to sell property
- ◆ Affordability of property
- ◆ Availability of funds
- ◆ Location of property
 - ◆ Inside or adjacent to Preserve boundaries
 - ◆ Contiguous to other BCP lands and habitat
- ◆ Degree of threat from development
- ◆ Manageability and accessibility
- ◆ USFWS concurrence
- ◆ Ability of landowners to deliver clear title

PART 2: BCP PARTNERS IN A COMMUNITY-BASED SOLUTION

The BCP has been assembled through the collaborative efforts of private landowners, non-profit groups, a regional power and utility provider and government entities:

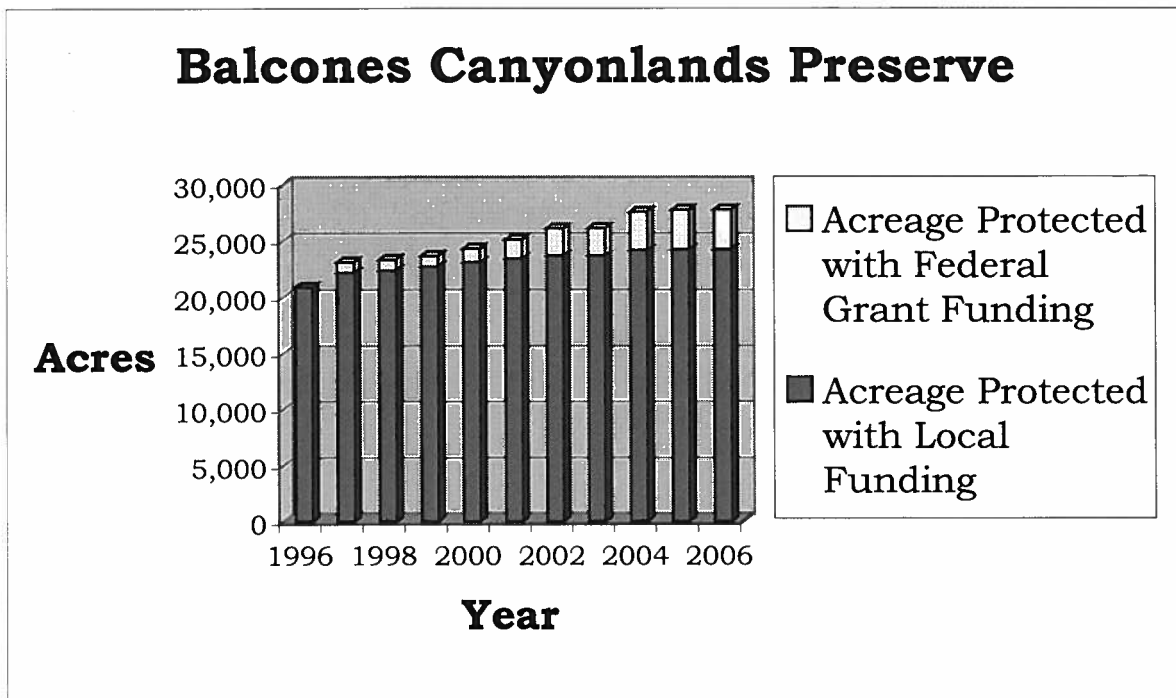
Permit Holders:

City of Austin
Travis County

Partners:

Private sector landowners
The Nature Conservancy of Texas
Travis Audubon Society
Lower Colorado River Authority

PART 3: FUNDING SOURCES FOR LAND ACQUIRED



A large majority of lands in the Balcones Canyonlands Preserve today were protected with local funds by government entities, non-profits and private sector donors. Local partners funded 87.5% of the preserve to date, representing 24,488 acres out of 28,001 acres assembled. Federal grant dollars (with the corresponding local match) have funded 12.5% of the current preserve, or 3,513 acres.

**PART 4: FY09 PRIORITY TRACT
PROPERTY DESCRIPTION**

Parke North/Nootsie Development Tract

49.29 acres

Seller's Asking Price: \$9,000,000

This property is located in the Cypress Creek macrosite on RM 620 and is contiguous with existing protected BCP lands in the Jollyville Preserve Unit managed by Travis County, including parcels that were acquired with HCP grant funds. The Parke North/Nootsie Development Tract would provide additional habitat for the benefit of the golden-cheeked warbler that is known occupy the upland areas and wooded canyons on this tract. Although the Parke North/Nootsie Development Tract is located just outside the BCP Preserve Acquisition Area, the HCP allows land located outside but immediately adjacent to the BCP Preserve Acquisition boundaries to be counted towards the required acreage goal and incorporated into the Preserve if habitat is present.

The threat of development is high for this tract since it is located along and fronts RM 620. It has access to utilities and has full development entitlements. The owners are actively working to sell the land for development and have a preliminary plat for multi-family residential and retail developments that allows for more than 60% impervious cover. This amount of impervious cover could impact the canyons and springs of adjacent preserve land downhill from the potential development. The preserve wildlife that may be affected by these impacts include habitat for golden-cheeked warbler, endangered and rare karst invertebrates, and Jollyville Plateau Salamander (“Warranted but Precluded” for listing by USFWS). Acquisition would expand the protected block of habitat in the Jollyville Preserve Unit and will therefore reduce fragmentation and increase protection of endangered species habitat.

PART 5: FY09 ALTERNATE TRACTS PROPERTY DESCRIPTIONS

Bowman

85.92 Acres

Seller’s Asking Price: \$5.5 million

This property provides habitat for the golden-cheeked warbler in the North Lake Austin macrosite. This tract consists primarily of dense oak-juniper woodland and riparian vegetation associated with Coldwater Creek and the several intermittent creeks located on the property.

Lemens Tract

30.26 Acres

Seller’s Asking Price: \$3,955,000

This property contains steep canyons and plateaus of oak-juniper woodlands providing habitat for the golden-cheeked warbler. Acquisition of this tract would expand protected habitat and prevent further fragmentation of the North Lake Austin macrosite.

New Life Foundation

260 acres

Seller’s Asking Price: \$8,646,994

The New Life Foundation tract is located within the Cypress Creek macrosite and provides habitat for both golden-cheeked warbler and black-capped vireo. The property is adjacent to BCP land managed by the Lower Colorado River Authority and a conservation easement on the Crossings 10(a) mitigation tract managed by Travis County. This tract would expand the large block of protected habitat in the macrosite determined by USFWS to be among the highest priority areas for species protection. The tract is characterized by steep slopes with continuous canopy coverage of oak-juniper mixed hardwood forest and plateaus of previously cleared areas currently growing into the mid-successional woody patch mosaics typical of nesting habitat for black-capped vireos, which have been documented on the tract within the last year. The tract also provides a spring within the area known to be habitat for the Jollyville Plateau Salamander (“Warranted but Precluded” for endangered listing by USFWS).

Spezia

109 acres

Seller's Asking Price: not available

The Spezia tract is contiguous with existing protected BCP lands managed by Travis County, the Lower Colorado River Authority and the Nature Conservancy in the BCCP's Cypress Creek Macrosite. This parcel contains high quality habitat for the golden-cheeked warbler, and acquisition of this tract would expand the large block of protected habitat in the macrosite determined by USFWS to be among the highest priority areas for species protection. The tract consists of deeply incised canyons with some upland areas, all of which provide mature mixed oak-hardwood-Ashe juniper forest utilized by golden-cheeked warblers. Protection of this site would directly protect a number of breeding pairs of golden-cheeked warblers and reduce the edge effects created by surrounding development in the rapidly developing northwestern portion of Travis County.

The Spezia family had not provided a willing seller letter or given the County an asking price by the grant deadline. Therefore, the tract is shown on the map as an alternate acquisition tract, but is not included in the budget.

Tomen Section 9 Tract

172.38 Acres

Seller's Asking Price: \$6,000,000

This property is located in the Cypress Creek macrosite adjacent to Travis County's Jollyville Preserve Unit and Tomen Caves Tract acquired with previous HCP grants. Its inclusion in the BCP would provide contiguous habitat for the benefit of the golden-cheeked warbler and endangered karst invertebrates. The tract contains Amber Cave, which provides habitat for the Tooth Cave pseudoscorpion and the Kretschmarr Cave mold beetle.

In October 2001, Travis County accepted a conservation easement on a 145.458-acre portion of this tract. The easement was transferred to the county as a mitigation requirement under the USFWS permit PRT-815447 issued to Tomen-Parke, the developer. Out of this total acreage, a 27.974-acre buffer area was allowed in which no buildings could be constructed, however, the landowner could carry out a variety of activities including constructing drainage ponds, trimming undergrowth vegetation or building trails and picnic areas. Development is allowed on the remaining 26.922 acres of upland plateau land under the permit.

The original assumption, during the USFWS permit process, was that the golden-cheeked warblers occupied only the preserved canyons but not the buffer or development areas. Surveys by Travis County staff in 2002 and 2003 demonstrated that golden-cheeked warblers are using the buffer and proposed development areas. Construction within the development tract would result in take of those golden-cheeked warblers nesting within the upland development areas and the buffers. The acquisition of the Tomen Section 9 Tract would contribute to the existing large contiguous block of preserve land, and prevent habitat fragmentation.

Webb

168 Acres

Seller's Asking Price: \$16.5 Million

This property is located in the North Lake Austin macrosite and surrounds the Franzetti Preserve, a conservation easement managed by Travis County. Acquisition of this tract would bridge a gap between other Preserve tracts in the macrosite, providing contiguous protected habitat areas managed for the benefit of the species. The property is characterized by steep canyons and plateaus of oak-juniper woodlands providing dense habitat for the golden-cheeked warbler. Acquisition is essential to prevent fragmentation. Property values in this macrosite are among the highest in Travis County, placing the tract under tremendous development pressure. USFWS is in the process of completing a Section 10(a) "Incidental Take" permit for this tract indicating that the proposed development plan would adversely impact approximately 196 acres of golden-cheeked warbler habitat. Issuance of this permit therefore will dramatically increase the degree of development threat to the habitat on this and surrounding preserve tracts.

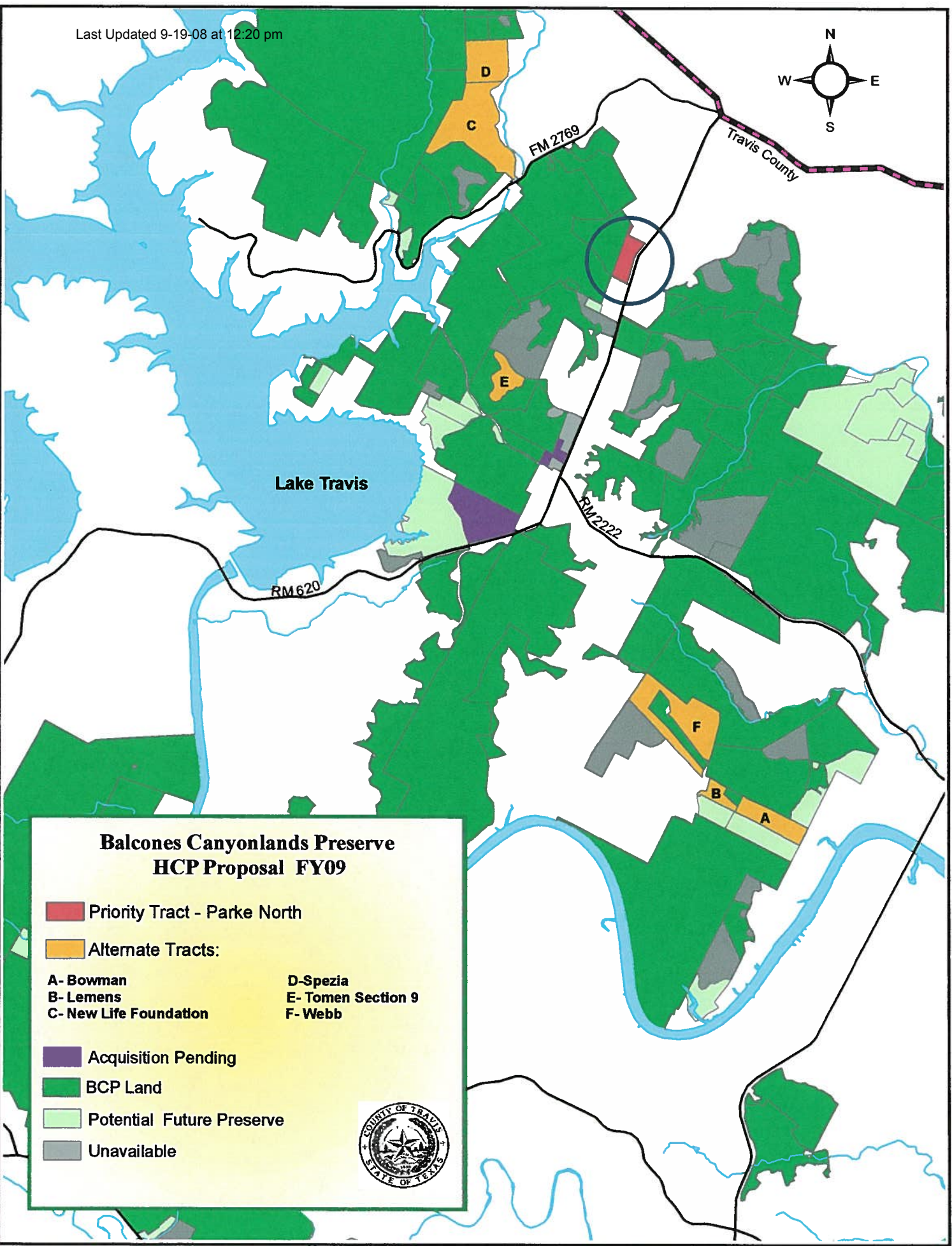
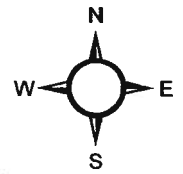
PART 6: SUMMARY OF PROPOSED TRACTS FOR FY09

FY09 Priority Tract	Acreage	Price Per Acre	Land Costs	Associated Costs*	Federal Share (75%)	County Match (25%)	Total Cost
Parke North/Nootsie Development Tract	49.29	182,593	9,000,000	180,000	6,885,000	2,295,000	9,180,000
Total Grant Request			9,000,000	180,000	6,885,000	2,295,000	9,180,000

Alternate Tracts	Acreage	Price Per Acre	Asking Price	Associated Costs*	Federal Share (75%)	County Match (25%)	Total Cost
Bowman	85.92	64,013	5,500,000	110,000	4,207,500	1,402,500	5,610,000
Lemens	30.26	130,701	3,955,000	79,100	3,025,575	1,008,525	4,034,100
New Life Foundation	260	33,258	8,646,994	172,940	6,614,950	2,204,983	8,819,934
Tomen Section 9	172.38	34,807	6,000,000	120,000	4,590,000	1,530,000	6,120,000
Webb	168	98,214	16,500,000	330,000	12,622,500	4,207,500	16,830,000
Total	716.56		40,601,994	812,040	31,060,525	10,353,508	41,414,034

PART 7: FEDERALLY LISTED SPECIES WITHIN THE BCP

Common name	Scientific name	Status
Black-capped vireo	<i>Vireo atricapillus</i>	Endangered
Golden-cheeked warbler	<i>Dendroica chrysoparia</i>	Endangered
Tooth Cave pseudoscorpion	<i>Tartarocreagris texana</i>	Endangered
Tooth Cave spider	<i>Neoleptoneta myopica</i>	Endangered
Bee Creek harvestman	<i>Texella reddelli</i>	Endangered
Bone Cave harvestman	<i>Texella reyesi</i>	Endangered
Tooth Cave ground beetle	<i>Rhadine persephone</i>	Endangered
Kretschmarr Cave mold beetle	<i>Texamaurops reddelli</i>	Endangered
Canyon mock-orange	<i>Philadelphus ernestii</i>	species of concern
Texabama croton	<i>Croton alabamensis</i>	species of concern
Flatworm	<i>Sphalloplana mohri</i>	species of concern
Ostracod	<i>Candona</i> sp. nr. <i>stagnalis</i>	species of concern
Isopod	<i>Caecidotea reddelli</i>	species of concern
Isopod	<i>Trichoniscinae</i> N. S.	species of concern
Isopod	<i>Miktoniscus</i> N. S.	species of concern
Spider	<i>Cicurina wartoni</i>	species of concern
Spider	<i>Cicurina ellioti</i>	species of concern
Spider	<i>Cicurina bandida</i>	species of concern
Spider	<i>Cicurina reddelli</i>	species of concern
Spider	<i>Cicurina reyesi</i>	species of concern
Spider	<i>Cicurina cueva</i>	species of concern
Spider	<i>Cicurina travisae</i>	species of concern
Spider	<i>Neoleptoneta cocinna</i>	species of concern
Spider	<i>Neoleptoneta devia</i>	species of concern
Spider	<i>Eidmannella reclusa</i>	species of concern
Pseudoscorpion	<i>Aphrastochthonius</i> N. S.	species of concern
Pseudoscorpion	<i>Tartarocreagris reddelli</i>	species of concern
Pseudoscorpion	<i>Tartarocreagris intermedia</i>	species of concern
Pseudoscorpion	<i>Tartarocreagris</i> N. S. 3	species of concern
Harvestman	<i>Texella spinoperca</i>	species of concern
New Comanche Trail Cave Harvestman	<i>Texella comanche</i>	species of concern
Millipede	<i>Speodesmus</i> N. S.	species of concern
Ground beetle	<i>Rhadine s. subterranea</i>	species of concern
Ground beetle	<i>Rhadine s. mitchelli</i>	species of concern
Ground beetle	<i>Rhadine austinica</i>	species of concern



Balcones Canyonlands Preserve HCP Proposal FY09

Priority Tract - Parke North

Alternate Tracts:

A- Bowman

B- Lemens

C- New Life Foundation

D- Spezia

E- Tomen Section 9

F- Webb

Acquisition Pending

BCP Land

Potential Future Preserve

Unavailable



GRANT SUMMARY SHEET

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

Department/Division:	Travis County Juvenile Probation/Domestic Relations Office 4560
Contact Person:	Alan Miller
Title:	Financial Analyst
Phone Number:	854-5628

Grant Title:	State Case Registry and Local Customer Service Contract		
Grant Period:	From:	9/1/2008	To: 8/31/2010
Grantor:	Office of the Attorney General, State of Texas		

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 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	TOTAL
Personnel:		0				0
Operating:		16,532				16,532
Capital Equipment:		0				0
Indirect Costs:		0				0
Total:	0	16,532	0	0	0	16,532
FTEs:		0.00				0.00

*The amount of state funding is only an annual estimate of additional revenue based on the prior year's history. The grant currently supports the activity of a part time staff person, utilizing existing grant rollover balances.

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Applicable Depart. Measures						
# New Accounts	1,200					1,200
# Updates & Modifications	2,800					2,800
Measures For Grant						
N/A						

Auditor's Office Contract Approval: Staff Initials: DB

Auditor's Office Comments:

PBO Recommendation:

The Juvenile Probation Departments requests approval of a contract with the Office of the Attorney General for the department to provide child support case data to meet Federal State Case Registry requirements, process the federal redirection of cases with changed case status, and provide local customer service. This agreement has been in place since 2000. Grant resources are provided by the State on a per case basis.

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?

Federal law requires that each County enter new and modified court order information into the State Case Registry maintained by the Office of the Attorney General (OAG). This information is also used by the State Disbursement Unit (SDU) to process all child support payments with an original order date after 1/1/94. In Travis County the Domestic Relations Office fulfills this federal mandate. In addition, the OAG pays the Domestic Relations office to provide local customer on any account that has payments going through the SDU and pays for any account that is redirected to the SDU because of a change in case status.

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

There are no additional General Fund commitments resulting from this grant.

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

There is no match associated with this grant.

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

A specific amount for indirect costs is not included.

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

The department expects that the grant will continue to be renewed in perpetuity.

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

This is not a new program nor an expansion of a current program.

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

This grant does not affect current program operations and is a federal requirement that the County must meet.



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

RECEIVED

ESTELA P. MEDINA
Chief Juvenile Probation Officer

08 SEP 11 PM 4:46

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
PROBATION SERVICES
RESIDENTIAL SERVICES
SUBSTANCE ABUSE SERVICES
DOMESTIC RELATIONS OFFICE
JUVENILE JUSTICE
ALTERNATIVE EDUCATION PROGRAM

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

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

SUBJECT: Renewal of contract between the Office of the Attorney General and Travis County for Community Supervision Services through the Domestic Relations Office

DATE: September 4, 2008

Travis County Juvenile Probation Department is respectfully requesting that the attached contract renewing the existing State Case Registry and Local Customer Service Contract be placed before Commissioners Court for review and approval. Through this contract, the Domestic Relations Office is reimbursed by the Office of the Attorney General (OAG) to meet the Federal State Case Registry requirements, federal redirection of cases with changed cases status and to provide local customer service. This federally required function has generated an estimated \$16,531 in additional revenue for FY 08. This contract will renew the contract with the Office of the Attorney General for the period September 1, 2008 through August 31, 2010.

CC: Cecelia Burke
 Etta Jarmon
 Jim Connolly
 Dede Bell
 Sylvia Mendoza

**Cooperative Agreement
between
The Office of the Attorney General
of the State of Texas
and
Travis County, Texas**

CONTRACT NO. 09-C0073

1. INTRODUCTION & PURPOSE

- 1.1. This document encompasses furnishing Registry Only court order information relating to Child Support, Protective Orders and Family Violence under the Texas Family Code, Title 4, Subtitle B and Suits Affecting the Parent-Child Relationship under the Texas Family Code, Title 5, Subtitle B for use in the State and Federal Case Registries ("State Case Registry") and local handling of inquiries on (including any necessary research) and receiving information about Child Support Cases where child support payments are remitted to the Texas Child Support State Disbursement Unit (TxCSDU) ("Local Customer Service"). A County may contract to provide State Case Registry services only. However a county contracting to provide Local Customer Service must also contract to provide State Case Registry.
- 1.2. Travis ("County") is contracting with the Office of the Attorney General ("OAG") to furnish Registry Only court order information relating to Child Support, Protective Orders and Family Violence under the Texas Family Code, Title 4, Subtitle B and Suits Affecting the Parent-Child Relationship under the Texas Family Code, Title 5, Subtitle B for use in the State and Federal Case Registries and handle inquiries on (including any necessary research) and receive information about Child Support Cases where child support payments are remitted to the TxCSDU.
- 1.3. This Contract and its attachments (all of which are made a part hereof and expressly included herein) is entered into under the authority of Texas Family Code Section 231.002.
- 1.4. The term "OAG Systems" when used in this Contract encompasses the OAG Child Support Case Management System (commonly referred to as TXCSES and TXCSES Web) and any applicable automated systems used by the OAG's Vendor for the TxCSDU including all of their subsystems, functions, processes, and security requirements.
- 1.5. Unless specified otherwise in this Contract, all procedures required to be followed by the County will be made available to the County on the OAG child support portal at <http://portal.cs.oag.state.tx.us>.

2. CONTRACT PERIOD

- 2.1. This Contract shall commence on September 1, 2008 and shall terminate on August 31, 2010, unless terminated earlier by provisions of this Contract.

3. REQUIREMENTS OF THE OAG AND THE COUNTY

3.1. State Case Registry Activities

- 3.1.1. County shall provide to OAG new and modified child support court orders entered after the effective date of the Contract for Registry Only child support court order information relating to Suits Affecting the Parent-Child Relationship.
 - 3.1.1.1. County shall use the original court ordered documents to obtain the relevant information for entry to the OAG Systems or may use the "Record of Support" published in the Texas Family Law Manual, or a similar form completed by the District Clerk or Local Registry's office that summarizes the relevant court ordered child support information.
 - 3.1.1.2. County must provide, if available, the following data elements:

- 3.1.1.2.1. participant type (dependent, custodial parent, non-custodial parent)
 - 3.1.1.2.2. family violence indicator
 - 3.1.1.2.3. name of each participant (last and first)
 - 3.1.1.2.4. sex code for each participant
 - 3.1.1.2.5. social security number for each custodial parent and non-custodial parent and/or date of birth for each participant
 - 3.1.1.2.6. cause number
 - 3.1.1.2.7. cause county code
 - 3.1.1.2.8. start date of cause
 - 3.1.1.2.9. order modification date
 - 3.1.1.2.10. address lines 1, 2, and 3, City, State, Zip (custodial parent only).
 - 3.1.1.2.11. sex code for each participant
 - 3.1.1.2.12. family violence indicator, if applicable
- 3.1.1.3. County shall provide data elements and/or information updates to the OAG Systems for Registry Only child support court orders signed on or after October 1, 1998.
- 3.1.1.4. County shall enter updates on OAG Systems for new case and /or member information provided by the custodial parent, non-custodial parent, employer, court or attorney of record to the County. This includes but is not limited to address information, changes in custody, court order terminations of all types, child emancipation, multiple payees or payors, case deactivation and order transfers.
- 3.1.1.5. County shall provide new order information within either five (5) working days of the judge signing the order or five (5) working days of the date that the County is notified by the Texas State Disbursement Unit ("TxCSDU") that a payment has been received at the TxCSDU; whichever is earlier.
- 3.1.1.6. County shall provide update order information within three (3) working days of receipt.
- 3.1.1.7. County shall provide new and updated order information by data entry directly onto OAG Systems, unless agreed to otherwise in writing by the OAG Contract Manager.
- 3.1.1.8. County shall ensure that payments on cases that have been redirected from the County registry to the TxCSDU are paid to the TxCSDU and that disbursements on such cases are no longer made by the County. The District Clerk or the Domestic Relations Office (as applicable) shall send all erroneously received child support payments to the TxCSDU within one day of receipt.
- 3.1.1.9. County agrees that all court orders must direct child support payments to the (TxCSDU) in accordance with Section 154.004 of the Texas Family Code and 42 USC 654b of the Code of Federal Regulations. Where the County identifies a pattern of court orders from a particular court or attorney that fail to comply with Section 154.004 of the Texas Family Code and 42 USC 654b of the Code of Federal Regulations, the County will notify the OAG of same.
- 3.1.1.10. County shall work with the TxCSDU to perform the required due diligence to place child support payments into the hands of custodial parents.

3.2. LOCAL CUSTOMER SERVICE

3.2.1. County Customer Service Unit Resources and Services

- 3.2.1.1. The term "Child Support Cases" when used in this Section and its Subsections means: Registry Only cases (a Registry Only case is a case where the payment is remitted to the State Disbursement Unit by an employer pursuant to an original order signed on or after January 1, 1994) and all IV-D cases (also known as "Full Service Cases").
- 3.2.1.2. County shall provide the resources necessary to accomplish the following allowable categories of customer service activity on Child Support Cases in accordance with the requirements of the Confidentiality and Security Section below: Payment Inquiry, Payment Research, Employer

Payment Related Calls, OAG Payment Related Calls, Withholding Inquiry (Employer, Custodial Parent, Non-Custodial Parent). These activities include but are not limited to:

- 3.2.1.2.1. Researching payments on Child Support Cases that should have been but were not received by the OAG.
 - 3.2.1.2.2. Researching disbursements on Child Support Cases that should have been but were not received by the custodial parent.
 - 3.2.1.2.3. Providing payment records on Child Support Cases to the court, the guardian ad litem for the child, the custodial and non-custodial parent and their attorneys, a person authorized by the custodial or non-custodial parent to have the payment history information, and a District or County attorney for purposes of pursuing prosecution for criminal non-support of a child.
 - 3.2.1.2.4. The County Customer Service unit shall take inquiries and receive information by, but not limited to, e-mail, letters, phone calls, facsimiles and walk-ins.
- 3.2.2. Resources as used in this Customer Service Unit Resources and Services section include, but are not limited to, personnel, office space, equipment, phones and phone lines.
- 3.2.3. Customer Service Unit Documentation
- 3.2.3.1. County shall follow OAG procedures relating to data integrity, set forth in Attachment D, when accepting changes to case information *i.e.*, procedures to properly identify the caller.
 - 3.2.3.2. County shall perform the Customer Service Unit services using the following guidelines: Respond to written inquiries within five (5) County work days, take action on information received within three (3) County work days, document case record of action or information received at time of receipt, follow up to a telephone inquiry within three (3) County work days, return phone calls within three (3) County work days, see a customer the same day or schedule appointment within three (3) County work days of request.
 - 3.2.3.3. County shall use OAG processes and procedures for forwarding misdirected inquiries between the County, and the OAG and the OAG's designated agent where necessary by providing the toll free number to the OAG's Call Center.
 - 3.2.3.4. The electronic files associated with customer service activity that the County may receive and process are:
 - 3.2.3.4.1. Full Service and Registry Only Collections, technical document name: Interface Control Document 012 (ICD012).
 - 3.2.3.4.2. Registry Only Disbursement Data, technical document name: Interface Control Document 013 (ICD013).
 - 3.2.3.4.3. Full Service and Registry Only Collection Adjustments, technical document name Interface Control Document 015 (ICD015).
 - 3.2.3.4.4. Registry Only Case Data from Local Registries, technical document name: Interface Control document 050 (ICD050).
- 3.2.4. The electronic file associated with customer service activity that the County may transmit is:
- 3.2.4.1. OAG Systems and Local Registries Customer Service Activities, technical document name: Interface Control Document 035 (ICD035).
- 3.2.5. In the event of a failed transmission, or if an unprocessable electronic file is produced, County shall correct the problem and retransmit within one (1) working day of notification by the OAG.

- 3.2.6. County shall record on its automated system all financial data available from the OAG required to support the accurate dissemination of payment record information contemplated by this Contract or the County shall access, as needed, an OAG/TXCSES payment history record, as available, from the OAG TXCSES Web application.

3.3. ACCESSING OAG SYSTEMS

3.3.1. County Responsibilities

- 3.3.1.1. Work with the OAG or its designated agent to acquire, when needed, (at no cost to the County) from the OAG or its designated agent one personal computer, including the necessary software, to access the OAG Systems. County will work with the OAG or its designated agent to obtain the database access required. County is responsible for connecting the hardware to its own County network and for the cost associated therewith.
- 3.3.1.2. County must make necessary programming changes to its own automated child support system to accomplish the local customer service activities in this Contract. If the County employs a Vendor for maintenance and changes to its automated child support system, County must coordinate efforts between the County Vendor and the OAG or its designated agent.
- 3.3.1.3. Should the County desire to retain their legacy case management system, whether in-house or vendor based, the County is required to maintain strict data synchronization with the OAG Systems. To accomplish this, the County must demonstrate sufficient resources and ability to receive and process into the County legacy system daily data updates from the OAG in ICD050 format.
- 3.3.1.4. County will be authorized to implement the data synchronization process upon completion of demonstrated ability and a documented system test.
- 3.3.1.5. Whether the County retains their legacy case management system or if data synchronization with the OAG Systems is not feasible the County shall enter all case/member information directly onto the designated OAG System unless agreed to otherwise in writing by the OAG Contract Manager.
- 3.3.1.6. The ICD050 computer file specifications and format will be made available to the County on the OAG child support portal. If these specifications change during the term of the Contract, the changes will be made available on the OAG child support portal and an e-mail notice of such availability will be sent to the County liaison. The County shall be responsible for implementing the changes to the electronic file specifications when and as required for OAG Systems processing, within a reasonable time frame.
- 3.3.1.7. To the extent necessary to fulfill its obligations under this Contract, County shall maintain, at no cost to the OAG, County hardware and software compatibility with the OAG Computer Systems and OAG file format needs, to include OAG software and OAG computer hardware and related equipment upgrades. OAG will provide County with as much notice as possible of intended OAG Computer Systems upgrades.
- 3.3.1.8. County is responsible for all the necessary phone lines. For those counties that do not have internet access the OAG will ensure that internet service is established for at least one personal computer. However, if the County is not covered by a local Internet Service Provider local telephone coverage area, then the County is responsible for any unavoidable long distance telephone charges that occur.

3.4. OAG Responsibilities

- 3.4.1. OAG will work with the County to make sure the County has one personal computer, including the necessary software, to access the OAG Systems. For those counties that do not have internet access, the OAG will ensure that internet service is established for at least one personal computer. However, if the County is not covered by a local Internet Service Provider local telephone coverage area, then the County is responsible for any unavoidable long distance telephone charges that occur.

4. REIMBURSEMENT

4.1. OAG shall monitor County OAG Systems State Case Registry and, if applicable, Local Customer Service activities (direct data entry or electronic file) and summarize for monthly reimbursement amounts.

4.2. OAG shall forward a Summary and Reimbursement Voucher to the County for review and approval.

4.3. If the County approves the Summary and Reimbursement Voucher, the County signs the voucher and returns it to OAG for payment within ten (10) County work days. County's signature constitutes approval of the voucher and certification that all services provided during the period covered by the voucher are included on the voucher. The OAG shall process the invoice for payment in accordance with the state procedures for issuing state payments and the Texas Prompt Payment Act.

4.3.1. County shall submit the invoice to:

Contract Manager, State Case Registry and Local Customer Service
Mail Code: 062
Office of the Attorney General
P.O. Box 12017
Austin, Texas 78711-2017

4.4. If County does not approve the Summary and Reimbursement Voucher, it shall return the voucher to the OAG within ten (10) County work days of receipt, detailing the basis of any disputed item, and include supporting documentation. The OAG shall review the returned voucher. If the dispute is resolved in the County's favor the OAG shall make payment as set forth in the preceding subsection. If the dispute is not resolved in the County's favor, the OAG shall make payment in accordance with the voucher originally sent to the County and forward a letter of explanation to the County.

4.4.1. OAG Rights Upon Loss of Funding

4.4.1.1. Legislative Appropriations

4.4.1.1.1. All obligations of the OAG are subject to the availability of legislative appropriations and, for federally funded procurements, to the availability of federal funds applicable to this procurement (see Provision of Funding by the United States, subsection below). The parties acknowledge that the ability of the OAG to make payments under this Contract is contingent upon the continued availability of funds for the Child Support Enforcement Strategy and the State Disbursement Unit Strategy (collectively "Strategies"). The parties acknowledge that funds are not specifically appropriated for this Contract and the OAG's continual ability to make payments under this Contract is contingent upon the funding levels appropriated to the OAG for the Strategies for each particular appropriation period. The OAG will use all reasonable efforts to ensure that such funds are available. The parties agree that if future levels of funding for the OAG Child Support Enforcement Strategy and/or the State Disbursement Unit Strategy are not sufficient to continue operations without any operational reductions, the OAG, in its discretion, may terminate this Contract, either in whole or in part. In the event of such termination, the OAG will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. The OAG shall make best efforts to provide reasonable written advance notice to County of any such termination. In the event of such a termination, County shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the County has completed, delivered to the OAG, and which has been accepted by the OAG. All such work shall have been completed, per the Contract requirements, prior to the effective date of termination.

4.4.2. Provision of Funding by the United States

4.4.2.1. It is expressly understood that any and all of the OAG's obligations and liabilities hereunder are contingent upon the existence of a state plan for child support enforcement approved by the United States Department of Health and Human Services providing for the statewide program of child

support enforcement, pursuant to the Social Security Act, and on the availability of Federal Financial Participation for the activities described herein. In the event that such approval of the state plan or the availability of Federal Financial Participation should lapse or otherwise terminate, the OAG, in its discretion, may terminate this contract, either in whole or in part. In the event of such termination, the OAG will not be considered to be in default or breach under this contract, nor shall it be liable for any further payments ordinarily due under this contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. The OAG shall make best efforts to provide reasonable written advance notice to Contractor of any such termination. In the event of such a termination, County shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the County has completed, delivered to the OAG, and which has been accepted by the OAG. All such work shall have been completed, per the Contract requirements, prior to the effective date of termination.

4.5. Reimbursement Rates

4.5.1. State Case Registry

4.5.1.1. The OAG shall be financially liable to the County for the federal share of the County's Contract associated cost. Federal share means the portion of the County's Contract associated cost that the federal Office of Child Support Enforcement reimburses the state as federal financial participation under Title IV-D; for purpose of reference only the federal share on the effective date of this Contract is 66%. The County agrees that for the purposes of this Contract all of the County's Contract associated costs for any given calendar month is equal to the number of new and modified Registry Only Court Orders (together with all required data elements) provided to the OAG during the calendar month multiplied by a per new and modified Registry Only Court Order fee of \$12.25 plus the number of Registry Only Court Orders updated during the calendar month multiplied by a per Registry Only Court Order updated fee of \$3.89 per Registry Only Court Order updated. Thus: $[(\text{Calendar Month new and modified Registry Only Court Orders provided} \times \$12.25) + (\text{Calendar Month Registry Only Court Orders updated} \times \$3.89)] \times \text{Federal Share} = \text{OAG Liability}$.

4.5.2. Local Customer Service

4.5.2.1. The OAG shall be financially liable to the County for the federal share of the County's Contract associated cost. Federal share means the portion of the County's Contract associated cost that the federal Office of Child Support Enforcement reimburses the state as federal financial participation under Title IV-D; for purpose of reference only the federal share on the effective date of this Contract is 66%. The County agrees that for the purposes of this Contract all of the County's Contract associated costs for any given calendar month is equal to the number of inquiries on IV-D cases handled by County personnel during the calendar month, plus the number of inquiries on Registry Only cases (See Section 3.2.1 for the meaning of Registry Only cases) minus the Federal Disallowance Percentage, multiplied by a per inquiry fee of \$4.01 per inquiry. For purpose of reference only the Federal Disallowance Percentage for SFY 2008 annualized is 18%. Thus: $(\text{Calendar Month IV-D Inquiries Handled by County Personnel}) + (\text{Calendar Month Registry Only Inquiries Handled by County Personnel} - \text{Federal Disallowance Percentage}) \times (\$4.01) \times (\text{Federal Share}) = \text{OAG Liability}$.

4.6. Limitation of OAG Liability

- 4.6.1. The OAG shall be liable only for Contract associated costs incurred after commencement of this Contract and before termination of this Contract.
- 4.6.2. The OAG may decline to reimburse Allowable Costs which are submitted for reimbursement more than sixty (60) calendar days after the State Fiscal Year calendar quarter in which such costs are incurred.
- 4.6.3. County shall refund to the OAG within thirty (30) calendar days any sum of money which has been paid to the County which the OAG and County agree has resulted in an overpayment to County, provided that such sums may be offset and deducted from any amount owing but unpaid to County.

- 4.6.4. The OAG shall not be liable for reimbursing the County if the County fails to comply with the State Case Registry Activities, the County Customer Service Unit Resources and Services, and/ or the Customer Service Unit Documentation Sections above in accordance with the requirements of those sections.
- 4.6.5. The OAG shall not be liable for reimbursing the County for any activity currently eligible for reimbursement as of right without the necessity for a prior existing contract e.g. sheriff/processor fees. Nor shall the OAG be liable for reimbursing the County for any activities eligible for reimbursement under another contract or Cooperative Agreement with the OAG e.g. customer service related to cases in the same County's Integrated Child Support System ("ICSS") caseload, when the County has an ICSS contract with the OAG. Nor shall the OAG be liable for reimbursing the County for information correcting erroneous information previously provided by the County.
- 4.6.6. Notwithstanding any other provision of this Contract, the maximum liability of the OAG under this Contract is **Sixty Thousand Dollars and No Cents (\$60,000.00)**.

4.7. Assignment of Claims

- 4.7.1. County hereby assigns to the OAG any claims for overcharges associated with this Contract under 15 U.S.C. §1, et seq., and Tex. Bus. & Comm. Code §15.01, et seq.

5. CONTRACT MANAGEMENT

5.1. Written Notice Delivery

- 5.1.1. Any notice required or permitted to be given under this Contract by one party to the other party shall be in writing and shall be addressed to the receiving party at the address hereinafter specified. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address hereinafter specified. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

5.1.1.1. County

- 5.1.1.1.1. The address of the County for all purposes under this Contract and for all notices hereunder shall be:

- 5.1.1.1.1.1. Ms. Cecelia Burke (or his/her successor in office)
Travis County Director, Domestic Relations
P.O. Box 1495
Austin TX 78767-1495

5.1.1.2. OAG

- 5.1.1.2.1. The address of the OAG for all purposes under this Contract and for all notices hereunder shall be:

- 5.1.1.2.1.1. Alicia G. Key (or her successor in office)
Deputy Attorney General for Child Support
Office of the Attorney General
P.O. Box 12017
Austin, Texas 78711-2017

- 5.1.1.2.2. With copies to:

- 5.1.1.2.2.1. Joseph Fiore (or his successor in office)
Managing Attorney, Contracts Attorneys, Child Support Division
Office of the Attorney General
P. O. Box 12017
Austin, Texas 78711-2017

- 5.1.1.2.2.2. Allen Broussard (or his successor in office)

Manager, Government Contracts
Office of the Attorney General
P. O. Box 12017
Austin, Texas 78711-2017

5.2. Inspections, Monitoring and Audits

5.2.1. The OAG may monitor and/or conduct fiscal and/or program audits and/or investigations of the County's program performance at reasonable times. The OAG may at its option or at the request of County provide technical assistance to assist County in the operation of this program. County shall provide physical access without prior notice to all sites used for performance of service under this Contract to the OAG, United States Department of Health and Human Services, Comptroller General of the United States, and State Auditor of Texas. County shall grant to the OAG, the United States Department of Health and Human Services, Comptroller General of the United States, and State Auditor of Texas access, without prior notice, to all books, documents, and records of the County pertinent to this Contract. The County books, documents, and records may be inspected, monitored, evaluated, audited and copied. County shall cooperate fully with the OAG, United States Department of Health and Human Services, Comptroller General of the United States, and State Auditor of Texas in the conduct of any audit and/or investigation including the providing of any requested books, documents, and records. County shall retain all financial records, supporting documents, statistical records, and any other records, documents, papers, logs, audit trails or books (collectively referred to as records) relating to the performances called for in this Contract. County shall retain all such records for a period of three (3) years after the expiration of the term of this Contract, or until the OAG or the United States are satisfied that all audit claim, negotiation, and litigation matters are resolved, whichever period is longer. Reports or other information relating to this program prepared by the County or at the request of the County shall be furnished to the OAG within ninety (90) days of availability. The requirements of this Subsection shall be included in all subcontracts.

5.2.2. In order to comply with the monitoring and auditing requirements governing this Contract, the fiscal duty officer duly appointed by the County shall submit a Certification of Local Expenditures Report (Attachment H); attached hereto and incorporated herein) that certifies local expenditures made by the County for contract services for the period October 1 through September 31 of the fiscal year. This figure includes direct costs in support of the services, does not include allocated costs, or the costs of indirect services provided by County in support of the contracted services. This Certification is due no later than six months following the fiscal year end of the County for which the expenditures are certified.

5.2.2.1. County shall submit two (2) copies of the supporting detail annually to:

5.2.2.1.1. Office of the Attorney General – Child Support Division
Government Contracts Section
PO Box 12017
Mail Code 062
Austin, TX 78711-2017

5.3. Reimbursement of Audit Penalty

5.3.1. If funds are disallowed as a result of an audit finding contained in an audit (by County or County's independent auditor, the OAG, the State Auditor, the U.S. Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives) that County has failed to follow federal requirements for the IV-D program, then County agrees that the County shall refund to OAG the amount disallowed within thirty (30) calendar days of the date of the written OAG request for refund; provided further that such amounts may be offset and deducted from any funds payable under this Agreement.

5.4. Remedies for Non-Performance

5.4.1. Failure of the County to perform the contracted for services as required by this Contract shall be considered unsatisfactory performance. Any finding of unsatisfactory performance shall be communicated to the County in writing by the OAG Contract Manager. If the County wants to dispute the finding, a written

dispute must be received by the OAG Contract Manager no later than fifteen (15) calendar days from the date the County received the written finding of unsatisfactory performance. The written dispute must detail why the County believes the finding is erroneous and must contain all supporting documentation. The OAG Contract Manager will review the dispute submission to determine the validity of the original finding of unsatisfactory performance. The determination of the OAG Contract Manager shall be final and shall conclude the review process. The OAG Contract Manager's determination shall be communicated to the County in writing. If a written dispute of the original finding of unsatisfactory performance is not received by the OAG Contract Manager by the time set forth above, the finding of unsatisfactory performance shall be deemed validated and the County shall have waived its right to dispute the finding.

5.4.2. If the finding of unsatisfactory performance is validated, the County shall be requested to provide the OAG Contract Manager with a corrective action plan. A corrective action plan, acceptable to the OAG Contract Manager, must be provided within a reasonable time period as specified by the OAG Contract Manager. Failure to provide an acceptable corrective action plan within the specified time period shall result in a withholding of payments due to County under this Contract until such time that an acceptable corrective action plan is provided.

5.4.3. If the County does not return to satisfactory status within four months of receiving notice that an unsatisfactory performance finding has been validated, OAG may withhold payments due to County under this Contract until the County is once again performing satisfactorily. If the unsatisfactory status persists for a total of six months after receiving notice of the validated unsatisfactory performance finding, OAG may terminate this Contract (in accordance with the Termination Section below) without payment to County for any costs incurred by County from the time that OAG commenced withholding payments due to County being in an unsatisfactory status. Where payments are to resume due to County having provided an acceptable corrective action plan or having attained satisfactory performance status the first payment after resumption shall include all costs accrued during the period when payments to the County were withheld.

5.5. Training on OAG Systems

5.5.1. Any County staff performing functions under this Contract must be trained on OAG Systems. Classroom Training on OAG Systems will be scheduled upon request from the County, by the end of the quarter following such request. Classroom Training will be provided by OAG Regional Trainers at each of the OAG Regional Training Centers. County shall be responsible for any and all costs associated with this training, including, but not limited to, costs for travel, lodging, meals and per diem; provided, however that the OAG shall be responsible for the cost of training materials and equipment required to complete the training class. County is responsible for scheduling the training with the OAG and shall direct training requests to:

5.5.1.1. Larry Acevedo
Office of the Attorney General
Mail Code 053
P.O. Box 12017
Austin, Texas 78711-2017
email address: CSD-TRN@cs.oag.state.tx.us

5.6. Assignment

5.6.1. County will not assign its rights under this Contract or delegate the performance of its duties under this Contract without prior written approval from the OAG.

5.7. Liaison

5.7.1. County and OAG each agree to maintain specifically identified liaison personnel for their mutual benefit during the term of the Contract. The liaison(s) named by County shall serve as the initial point(s) of contact for any inquiries made pursuant to this Contract by OAG and respond to any such inquiries by OAG. The liaison(s) named by OAG shall serve as the initial point(s) of contact for any inquiries made pursuant to this Contract by County and respond to any such inquiries by County. The liaison(s) shall be named in writing at the time of the execution of this Contract. Subsequent changes in liaison personnel shall be communicated by the respective parties in writing.

5.8. Subcontracting

- 5.8.1. It is contemplated by the parties hereto that County shall conduct the performances provided by this Contract substantially with its own resources and through the services of its own staff. In the event that County should determine that it is necessary or expedient to subcontract for any of the performances specified herein, County shall subcontract for such performances only after County has transmitted to the OAG a true copy of the subcontract County proposes to execute with a subcontractor and has obtained the OAG's written approval for subcontracting the subject performances in advance of executing a subcontract. County, in subcontracting for any performances specified herein, expressly understands and acknowledges that in entering into such subcontract(s), the OAG is in no manner liable to any subcontractor(s) of County. In no event shall this provision relieve County of the responsibility for ensuring that the performances rendered under all subcontracts comply with all terms of this Contract.

5.9. Dispute Resolution Process for County Breach of Contract Claim

- 5.9.1. The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the OAG and County to attempt to resolve any claim for breach of contract made by County.
- 5.9.2. County's claim for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the County shall submit written notice, as required by subchapter B, to the Director, Child Support Division, Office of the Attorney General, P.O. Box 12017 (Mail Code 033), Austin, Texas 78711-2017. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the OAG and the County otherwise entitled to notice under this Contract. Compliance by the County with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.
- 5.9.3. The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the County's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the OAG if the parties are unable to resolve their disputes under the immediate preceding subsection.
- 5.9.4. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by the OAG nor any other conduct of any representative of the OAG relating to the Contract shall be considered a waiver of sovereign immunity to suit.
- 5.9.5. The submission, processing and resolution of the County's claim is governed by the published rules adopted by the OAG pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.
- 5.9.6. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the County, in whole or in part.

5.10. Reporting Fraud, Waste or Abuse

- 5.10.1. County must report any suspected incident of fraud, waste or abuse associated with the performance of this Contract to any one of the following listed entities:
 - 5.10.1.1. the Contract Manager
 - 5.10.1.2. the Deputy Director for Contract Operations, Child Support Division
 - 5.10.1.3. the Director, Child Support Division the Deputy Director, Child Support Division
 - 5.10.1.4. the OAG Ethics Advisor
 - 5.10.1.5. the Director of the OAG Office of Special Investigations

- 5.10.1.6. the OAG's Agency Integrity Program ("AIP") Hotline (866-552-7937) or the AIP E-mailbox (AIP@oag.state.tx.us)
- 5.10.1.7. the State Auditor's Office hotline for fraud (1-800-892-8348); or the Texas State Auditor's Special Investigation Unit, (512) 936-9500.
- 5.10.2. The report of suspected misconduct shall include (if known):
 - 5.10.2.1. the specific suspected misconduct
 - 5.10.2.2. the names of the individual(s)/entity(ies) involved
 - 5.10.2.3. the date(s)/location(s) of the alleged activity(ies)
 - 5.10.2.4. the names and all available contact information (phone numbers, addresses) of possible witnesses or other individuals who may have relevant information; and
 - 5.10.2.4.1. any documents which tend to support the allegations.
- 5.10.3. The words fraud, waste or abuse as used in this Section have the following meanings:
 - 5.10.3.1. Fraud is the use of one's occupation for obtaining personal benefit (including benefit for family/friends) through the deliberate misuse or misapplication of resources or assets.
 - 5.10.3.2. Waste is the extravagant careless or needless expenditure of funds or consumption of property that results from deficient practices, system controls, or decisions.
 - 5.10.3.3. Abuse, being distinct from fraud, encompasses illegal acts or violations of policy or provisions of contracts or grant agreements. When abuse occurs, no law, regulation or provision of a contract or grant agreement is necessarily violated. Rather, the conduct of an individual falls short of behavior that is expected to be reasonable and necessary business practice by a prudent person. An example of abuse would be misuse of the power or authority of an individual's position.

6. CONFIDENTIALITY AND SECURITY

6.1. Confidentiality and Security Provisions

6.1.1. General

- 6.1.1.1. Both OAG and County recognize and assume the duty to protect and safeguard confidential information. Confidential information specifically includes personally identifiable information such as Social Security Number, full name, date of birth, home address, account number, and case status. Each entity acknowledges that the loss of confidentiality, integrity and availability of information assets is a risk which can be minimized by effective security safeguards and enforced compliance with information security policies, standards and procedures.
- 6.1.1.2. OAG recognizes that County has existing statutory responsibilities to maintain confidentiality of records related to state district courts (juvenile, family, probate, civil and criminal), county courts and national and state criminal records (FBI, NCIC, TCIC). OAG also recognizes that County has existing processes and procedures that ensure the security and confidentiality of this information and data and is subject to security audits or assessments by these authorities.
- 6.1.1.3. This agreement requires County to retrieve data from the courts and other sources and create data within TXCSES or TXCSES Web.
- 6.1.1.4. County acknowledges and agrees to protect OAG Data as confidential. All references to "OAG Data" shall mean all data and information (i) originated by OAG and/or submitted to County by or on behalf of OAG, or (ii) which County accesses from OAG systems in connection with provision of

the Agreement Services. OAG Data does not include data and information originated by County in the performance of its duties. Upon request by OAG, County shall execute and deliver any documents that may be necessary or desirable under any law to preserve or enable OAG to enforce its rights with respect to OAG Data. Tex. Gov't Code Chapter 552 defines the exclusive mechanism for determining whether OAG Data are subject to public disclosure. However, data that is publicly known and generally available to the public is not subject to these Confidentiality and Security Provisions.

- 6.1.1.5. If any term or provision of this Confidentiality and Security Provision, shall be found to be illegal or unenforceable, it shall be deemed independent and divisible, and notwithstanding such illegality or unenforceability, all other terms or provisions in this Confidentiality and Security Provision, shall remain in full force and effect and such illegal or unenforceable term or provision shall be deemed to be deleted.
- 6.1.1.6. County shall develop and implement access protection lists. The access protection lists shall document the name and other identifying data for any individual, authorized pursuant to County's request, to access, use or disclose OAG Data, as well as any special conditions and limitations applicable to each authorization. County shall remove individuals from or change the access rights of individuals on the access protection list immediately upon such individual no longer requiring access. At least quarterly, OAG shall send County a list of TXCSES Web users and County shall review and update its access protection lists and ensure that the access protection lists accurately reflect the individuals and their access level currently authorized. County shall notify OAG of the authorized personnel that should have access rights to OAG Data and information in the method prescribed by OAG. County will immediately notify OAG when an individual's access to OAG systems is no longer relevant. OAG, in its sole discretion, may deny or revoke an individual's access to OAG Data and information and any of its systems.
- 6.1.1.7. County shall perform background reviews, to include a criminal history record review, on all County employees who will have access to OAG Data and information, and any OAG system. County shall certify to OAG that such reviews have been conducted and that in County's opinion the aforesaid employees are deemed trustworthy. County may request OAG to perform such reviews. In such an instance, County shall provide OAG with any required information, consent and authorization to perform the reviews and OAG shall perform the reviews at its own expense.
- 6.1.1.8. All references to "Agreement Services" shall include activities within the scope of this Agreement.
- 6.1.1.9. County shall comply with all applicable statutory and regulatory provisions requiring that information be safeguarded and kept confidential. These statutes and regulatory provisions include but are not limited to 42 U.S.C. §§ 653 and 654; 45 CFR §§ 307.10, 307.11 and 307.13; 26 U.S.C. 6103 (IRC 6103); IRS Publication 1075 (Rev. 10-2007) and § 231.108 of the Texas Family Code, each as currently written or as may be amended, revised or enacted. County shall also comply with OAG policy, processes and procedures concerning the safeguarding and confidentiality of information, and computer security (including any requirements set forth in Attachment F, entitled "United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information"). The requirements of these Confidentiality and Security Provisions shall be included in, and apply to, subcontracts and agreements the County has with anyone performing Agreement Services on County's behalf.
- 6.1.1.10. This Agreement is between County and OAG, and is not intended to create any independent cause of action by any third party, individual, or entity against OAG or County.

6.2. OAG Data Usage and Storage

- 6.2.1. County agrees to maintain physical security for OAG data by maintaining an environment designed to prevent loss or unauthorized removal of data. County shall ensure that all persons having access to data obtained from OAG Systems are thoroughly briefed on related security procedures, use restrictions, and instructions requiring their awareness and compliance. County shall ensure that all County personnel having access to OAG Data receive annual reorientation sessions when offered by the OAG and all County personnel that perform or are assigned to perform Agreement Services shall re-execute, and/or renew their

acceptance of, all applicable security documents and to ensure that they remain alert to all security requirements. County personnel shall only be granted access to OAG Systems after they have received all required security training, read the OAG Data Security Policy Manual (Attachment A), signed the acknowledgment (and County has given the signed acknowledgment to the OAG Contract Manager) and read and accepted the OAG Automated Computer System Access Statement of Responsibility and the Child Support online Login Policy (Attachment C).

6.2.2. OAG Data are not allowed on mobile/remote/portable storage devices; nor may storage media be removed from the facility used by County. Any exception to this prohibition must have OAG prior approval. Such approval may only be granted by Controlled Correspondence or Contract amendment. This prohibition does not apply to County Information Systems backup procedure. County Information Systems backup procedure is subject to the United States Internal Revenue Service requirements set forth in IRS Publication 1075 (Rev.2-2007) and Attachment F entitled "United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information".

6.2.3. County stipulates, covenants, and agrees that it will not access, use or disclose OAG Data beyond its limited authorization, or for any purpose not necessary for the performance of its duties under this Agreement. Without OAG's approval (in its sole discretion), County will not: (i) use OAG Data other than in connection with providing the Agreement Services; (ii) disclose, sell, assign, lease, or otherwise provide OAG Data to third parties, including any local, state, or Federal legislative body; (iii) commercially exploit OAG Data or allow OAG Data to be commercially exploited; or (iv) create, distribute or use any electronic or hard copy mailing list of OAG Customers for purposes other than in connection with providing the Agreement Services. However, nothing in this agreement is intended to restrict County from performing its other authorized duties. For example, the duty to disseminate copies of court orders to requesting parties that necessarily includes data such as names and addresses. In the event that County fails to comply with this subsection, OAG may exercise any remedy, including immediate termination of this Agreement.

6.2.3.1. County agrees that it shall comply with all state and federal standards regarding the protection and confidentiality of OAG Data as currently effective, subsequently enacted or as may be amended. OAG Data accessed shall always be maintained in a secure environment (with limited access by authorized personnel both during work and non-work hours) using devices and methods such as, but not limited to: alarm systems, locked containers of various types, fireproof safes, restricted areas, locked rooms, locked buildings, identification systems, guards, or other devices reasonably expected to prevent loss or unauthorized removal of manually held data. County shall also protect against unauthorized use of passwords, keys, combinations, access logs, and badges. Whenever possible, computer operations must be in a secure area with restricted access. In situations such as remote terminals, or office work sites where all of the requirements of a secure area with restricted access cannot be maintained, the equipment shall receive the highest level of protection.

6.3. OAG Data Retention and Destruction, and Public Information Requests

6.3.1. Any destruction or purging of OAG Data shall be destroyed and/or purged in accordance with state and federal statutes, rules and regulations. Within ten (10) business days of destruction or purging, County will provide the OAG with a signed statement(s) containing the date of destruction or purging, description of OAG Data destroyed or purged, and the method(s) used.

6.3.2. In the event of Agreement expiration or termination for any reason, County shall ensure the security of any OAG Data remaining in any storage component to prevent unauthorized disclosures. Within twenty (20) business days of Agreement expiration or termination, County shall provide OAG with a signed statement detailing the nature of the OAG Data retained, type of storage media, physical location(s), and any planned destruction date.

6.3.3. County expressly does not have any actual or implied authority to determine whether any OAG Data are public or exempted from disclosure. County is not authorized to respond to public information requests which would require disclosure of otherwise confidential information on behalf of the OAG. County agrees to forward to the OAG, by facsimile within one (1) business day from receipt all request(s) for information associated with the County's services under this Agreement. County shall forward via fax any information requests to:

6.3.3.1. Public Information Coordinator
Office of the Attorney General
Fax (512) 494-8017

6.4. Security Incidents

6.4.1. Response to Security Incidents

6.4.1.1. County shall respond to detected security incidents. The term "security incident" means an occurrence or event where the confidentiality of OAG Data may have been compromised. County shall maintain an internal incident response plan to facilitate a quick, effective and orderly response to information security incidents. The incident response plan should cover such topics as:

- 6.4.1.1.1. Initial responders
- 6.4.1.1.2. Containment
- 6.4.1.1.3. Management Notification
- 6.4.1.1.4. Documentation of Response Actions
- 6.4.1.1.5. Expedient confirmation of system integrity
- 6.4.1.1.6. Collection of audit trails and similar evidence
- 6.4.1.1.7. Cause analysis
- 6.4.1.1.8. Damage analysis and mitigation
- 6.4.1.1.9. Internal Reporting Responsibility
- 6.4.1.1.10. External Reporting Responsibility
- 6.4.1.1.11. OAG Contract Manager's and OAG CISO's name, phone number and email address

6.4.2. Attachment G is County's current internal incident response plan. Any changes to this incident response plan require OAG approval (which approval shall not be unreasonably withheld) and may be made by Controlled Correspondence.

6.5. Notice

6.5.1. Within one (1) hour of concluding that there has been, any OAG Data security incident County shall initiate damage mitigation and notify the OAG Chief Information Security Officer ("OAG CISO") and the OAG Contract Manager, by telephone and by email, of the security incident and the initial damage mitigation steps taken. Current contact information shall be contained in the Incident Response Plan.

6.5.2. Within twenty-four (24) hours of the discovery, County shall conduct a preliminary damage analysis of the security incident; commence an investigation into the incident; and provide a written report to the OAG CISO, with a copy to the OAG Contract Manager fully disclosing all information relating to the security incident and the results of the preliminary damage analysis. This initial report shall include, at a minimum: time and nature of the incident (e.g., OAG data loss/corruption/intrusion); cause(s); mitigation efforts; corrective actions; and estimated recovery time.

6.5.3. Each day thereafter until the investigation is complete, County shall: (i) provide the OAG CISO, or the OAG CISO's designee, with a daily oral or email report regarding the investigation status and current damage analysis; and (ii) confer with the OAG CISO, or the OAG CISO's designee, regarding the proper course of the investigation and damage mitigation.

6.5.4. Whenever daily oral reports are provided, County shall provide, by close of business each Friday, an email report detailing the foregoing daily requirements.

6.6. Final Report

6.6.1. Within five (5) business days of completing the damage analysis and investigation, County shall submit a written Final Report to the OAG CISO with a copy to the OAG Contract Manager, which shall include:

- 6.6.1.1. a detailed explanation of the cause(s) of the security incident;
- 6.6.1.2. a detailed description of the nature of the security incident, including, but not limited to, extent of

intruder activity (such as files changed, edited or removed; Trojans), and the particular OAG Data affected; and

6.6.1.3. a specific cure for the security incident and the date by which such cure shall be implemented, or if the cure has been put in place, a certification to OAG that states the date County implemented the cure, a description of how the cure protects against the possibility of a recurrence, and that County's security program is operating with the effectiveness required to assure that the security, confidentiality and integrity of OAG Data are protected.

6.6.2. If the cure has not been put in place by the time the report is submitted, County shall within five (5) business days after submission of the final report, provide a certification to OAG that states the date County implemented the cure, a description of how the cure protects against the possibility of a recurrence, and that County's security program is operating with the effectiveness required to assure that the security, confidentiality and integrity of OAG Data are protected.

6.6.3. If County fails to provide a Final Report or Certification within fifteen (15) calendar days of the security incident, County agrees that OAG may exercise any right, remedy or privilege which may be available to it under applicable law of the State and any other applicable law. The exercise of any of the foregoing remedies will not constitute a termination of this Agreement unless OAG notifies County in writing prior to the exercise of such remedy.

6.7. Independent Right to Investigate

6.7.1. OAG reserves the right to conduct an independent investigation of any security incident, and should OAG choose to do so, County shall cooperate fully, making resources, personnel and systems access available. If at all possible, OAG will provide reasonable notice to County that it is going to conduct an independent investigation.

6.8. Security Audit

6.8.1. Right to Audit, Investigate and Inspect the Facilities, Operations, and Systems Used in the Performance of Agreement Services.

6.8.1.1. County shall permit OAG, the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services and the Comptroller General of the United States to:

6.8.1.1.1. monitor and observe the operations of, and to perform security investigations, audits and reviews of the operations and records of, the County;

6.8.1.1.2. inspect its information system in order to access security at the operating system, network, and application levels; provided, however, that such access shall not interfere with the daily operations of managing and running the system; and

6.8.1.1.3. enter into the offices and places of business of County and County's subcontractors for a security inspection of the facilities and operations used in the performance of Agreement Services. Specific remedial measures may be required in cases where County or County's subcontractors are found to be noncompliant with physical and/or OAG data security protection.

6.8.1.2. When OAG performs any of the above monitoring, observations, and inspections, OAG will provide County with reasonable notice that conforms to standard business audit protocol. However prior notice is not always possible when such functions are performed by the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services and the Comptroller General of the United States. In those instances the OAG will endeavor to provide as much notice as possible but the right to enter without notice is specifically reserved.

6.8.1.3. Any audit of documents shall be conducted at County's principal place of business and/or the

location(s) of County's operations during County's normal business hours and at OAG's expense. County shall provide on County's premises, (or if the audit is being performed of a County's subcontractor, the County's subcontractor's premises, if necessary) the physical and technical support reasonably necessary for OAG auditors and inspectors to perform their work

6.9. Remedial Action

6.9.1. Remedies Not Exclusive and Injunctive Relief

6.9.1.1. The remedies provided in this section are in addition to, and not exclusive of, all other remedies available within this Agreement, or at law or in equity. OAG's pursuit or non-pursuit of any one remedy for a security incident(s) does not constitute a waiver of any other remedy that OAG may have at law or equity.

6.9.1.2. If injunctive or other equitable relief is available, then County agrees that OAG shall not be required to post bond or other security as a condition of such relief.

6.10. Notice to Third Parties

6.10.1. Subject to OAG review and approval, County shall provide notice to individuals whose personal, confidential, or privileged data were compromised or likely compromised as a result of the security incident, with such notice to include: (i) a brief description of what happened; (ii) to the extent possible, a description of the types of personal data that were involved in the security breach (e.g., full name, SSN, date of birth, home address, account number, etc.); (iii) a brief description of what is being done to investigate the breach, mitigate losses, and to protect against any further breaches; (iv) contact procedures for those wishing to ask questions or learn additional data, including a telephone number, website, if available, and postal address; and, (v) instructions for accessing the Consumer Protection Identity Theft section of the OAG website. County and OAG shall mutually agree on the methodology for providing the notice.

6.10.2. County shall be responsible for responding to and following up on inquiries and requests for further assistance from persons notified under the preceding section.

6.10.3. If County does not provide the required notice, OAG may elect to provide notice of the security incident. County and OAG shall mutually agree on the methodology for providing the notice. Costs (excluding personnel costs) associated with providing notice shall be reimbursed to OAG by County. If County does not reimburse such cost within thirty (30) calendar days of request, OAG shall have the right to collect such cost. Additionally, OAG may collect such cost by offsetting or reducing any future payments owed to County.

6.11. Commencement of Legal Action

6.11.1. County shall not commence any legal proceeding on OAG's behalf outside the scope of the Agreement Services without OAG's express written consent. OAG shall not commence any legal proceedings on County's behalf without County's express written consent.

7. AMENDMENT

7.1. This Contract shall not be amended or modified except by written amendment executed by duly authorized representatives of both parties. Any alterations, additions or deletions to the terms of this Contract which are required by changes in federal or state law are automatically incorporated into this Contract without written amendment to this Contract and shall be effective on the date designated by said federal or state law.

8. TERMINATION OF CONTRACT

8.1. Termination

8.1.1. Either party to this Contract shall have the right to either terminate this Contract in its entirety or in part. However, a County continuing to contract to provide Local Customer Service services must also continue to contract to provide State Case Registry services. The Contract, or portion of the Contract, may be terminated by the terminating party notifying the other party in writing of such termination and the proposed date of the termination no later than thirty (30) calendar days prior to the effective date of such termination.

8.2. Survival of Terms

8.2.1. Termination of this Contract for any reason shall not release the parties from any liability or obligation set forth in this Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination.

9. TERMS AND CONDITIONS

9.1. Federal Terms and Conditions

9.1.1. Compliance with Law, Policy and Procedure

9.1.1.1. County shall perform its obligations hereunder in such a manner that ensures its compliance with OAG, policy, processes and procedure. It shall also comply with all state and federal laws, rules, regulations, requirements and guidelines applicable to County: (1) performing its obligations hereunder and to assure with respect to its performances hereunder that the OAG is carrying out the program of child support enforcement pursuant to Title IV, Part D of the federal Social Security Act of 1935 as amended; (2) providing services to the OAG as these laws, rules, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract County understands and agrees that from time to time OAG may need to change its policy, processes or procedures and that such change shall not entitle County to any increased cost reimbursement under this Contract; provided, however, that County may exercise its right to terminate the Contract in accordance with the Termination Section below. OAG shall provide County e-mail notice of any change in OAG policy, processes or procedures.

9.1.2. Civil Rights

9.1.2.1. County agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds provided by this Contract. County shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity" and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." County shall ensure that all subcontracts comply with the above referenced provisions.

9.1.3. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding \$100,000.00

9.1.3.1. County certifies by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

9.1.3.2. The certification requirement of this provision shall be included in all subcontracts that exceed \$100,000.

9.1.4. Environmental Protection (Contracts in Excess of \$100,000.00)

9.1.4.1. County shall be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)) Section 508 of the Clean Water Act (33 USC 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

The requirements of this provision shall be included in all subcontracts that exceed \$100,000.

9.1.5. Certain Disclosures Concerning Lobbying [Contracts in excess of \$100,000]

9.1.5.1. Certain Counties shall comply with the provisions of a federal law known generally as the Lobbying Disclosure Acts of 1989, and the regulations of the United States Department of Health and Human Services promulgated pursuant to said law, and shall make all disclosures and certifications as required by law. County must submit at the time of execution of this Contract a Certification Regarding Lobbying (Attachment E). This certification certifies that the County will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. It also certifies that the County will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by completing and submitting Standard Form LLL.

9.1.5.2. The requirements of this provision shall be included in all subcontracts exceeding \$100,000.

9.2. News Releases or Pronouncements

9.2.1. News releases, advertisements, publications, declarations, and any other pronouncements pertaining to this Contract by County, using any means or media, must be approved in writing by the OAG prior to public dissemination.

9.3. Date Standard

9.3.1. Four-digit year elements will be used for the purposes of electronic data interchange in any recorded form. The year shall encompass a two digit century that precedes, and is contiguous with, a two digit year of century (e.g. 1999, 2000, etc.). Applications that require day and Month information will be coded in the following format: CCYYMMDD. Additional representations for week, hour, minute, and second, if required, will comply with the international standard ISO 8601: 1988, "Data elements and interchange formats--Information interchange--Representation of dates and times."

9.4. Headings

9.4.1. The headings for each section of this Contract are stated for convenience only and are not to be construed as limiting.

9.5. Agreement Relating to Debts or Delinquencies Owed to the State

9.5.1. As required by §2252.903, Government Code, the County agrees that any payments due under this Contract shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

9.6. Non-Waiver of Rights

9.6.1. Failure of a party to require performance by another party under this Contract will not affect the right of such party to require performance in the future. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under this Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a party of any breach of any term of this Contract will not be construed as a waiver of any continuing or succeeding breach. Should any provision of this Contract be invalid or unenforceable, the remainder of the provisions will remain in effect.

9.7. No Waiver of Sovereign Immunity

9.7.1. The parties expressly agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

9.8. Severability

- 9.8.1. If any provision of this contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

9.9. Applicable Law and Venue

- 9.9.1. Applicable Law and Venue: County agrees that this Contract in all respects shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. County also agrees that the exclusive venue and jurisdiction of any legal action or suit brought by County concerning this Contract is, and that any such legal action or suit shall be brought, in a court of competent jurisdiction in Travis County, Texas. OAG agrees that any legal action or suit brought by OAG concerning this Contract shall be brought in a court of competent jurisdiction in Travis County. All payments under this Contract shall be due and payable in Travis County, Texas.

9.10. Entire Contract

- 9.10.1. This instrument constitutes the entire Contract between the parties hereto, and all oral or written contract between the parties relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained herein.

9.11. Counterparts

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

9.12. Attachments

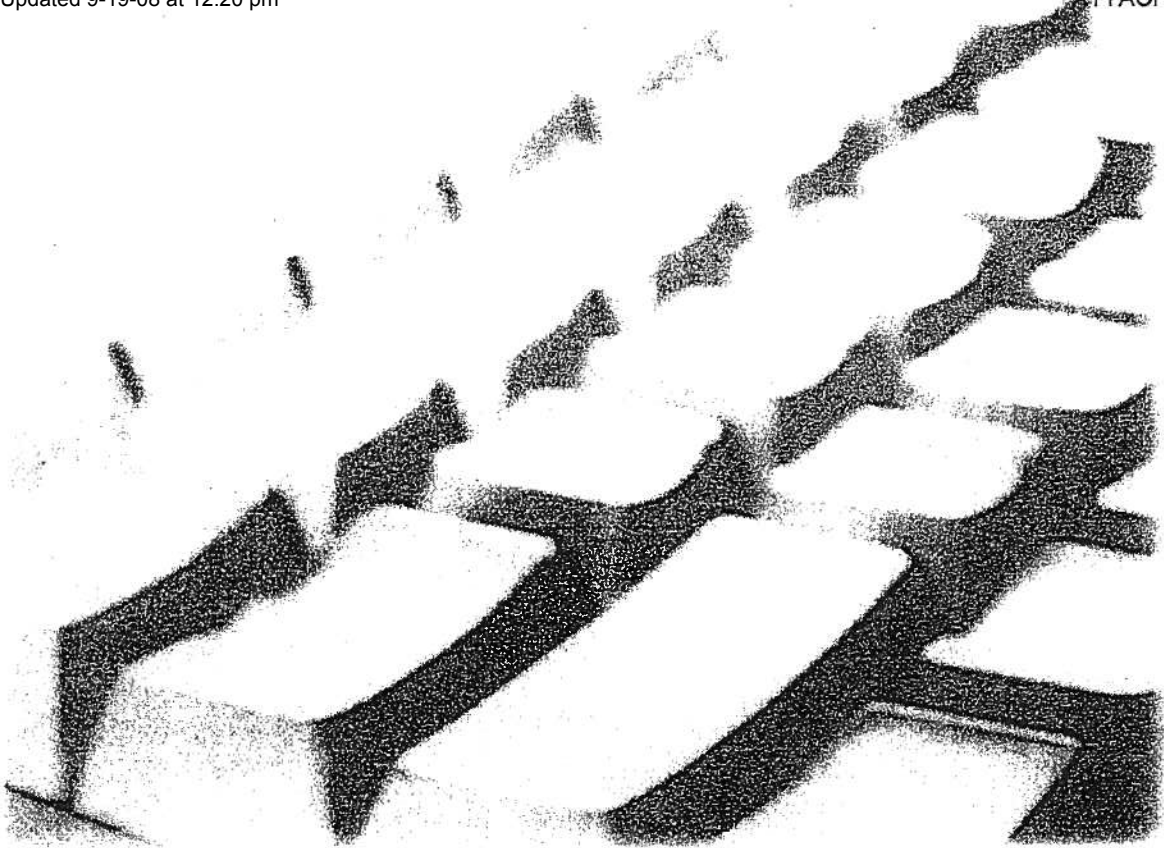
- 9.12.1. Attachment A: OAG Information Security Policy Manual
- 9.12.2. Attachment B: OAG Automated Computer System Access - Statement of Responsibility
- 9.12.3. Attachment C: Child Support Online Login Policy
- 9.12.4. Attachment D: Data Integrity Procedures Changes to Case Information
- 9.12.5. Attachment E: Certification Regarding Lobbying
- 9.12.6. Attachment F: IRS Publication 1075 (Rev.10-2007)
- 9.12.7. Attachment G: Incident Response Plan
- 9.12.8. Attachment H: Certification of Local Expenditures

THIS CONTRACT IS HEREBY ACCEPTED

Office of the Attorney General

Alicia G. Key
Deputy Attorney General for Child Support

The Honorable Samuel T. Biscoe
County Judge, Travis County



Information Security Policy Manual

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0. Executive Summary

The Office of Attorney General [OAG] has a commitment to the citizens of Texas to ensure that the information entrusted to them will be reasonably secure and protected. Unauthorized use of any kind must not be tolerated and such use should be punishable to the fullest extent of the law. An effective information security program takes a lot of work, commitment and cooperation among the employees of OAG. We are all involved in the well-being of this strategic effort. The Information Security Officer for your division (i.e., CSD or A&L) may be contacted for further information as required.

Purpose

The intent of the *OAG Information Security Policy Manual* is threefold:

- 2) comprehensive documentation of the current information security and contingency planning policies as determined by management;
- 3) education for the users on the proper usage of OAG information assets; and
- 4) legal ramifications of the misuse of information assets.

The Challenging OAG Environment

Information asset protection and contingency planning are becoming two of the more complex challenges of the modern automated environment. Our automation systems consist of large central databases, over one hundred (100) Local Area Networks (LAN) and one of the largest Wide Area Networks (WAN) in the State of Texas. Our network is now tied to the Internet, and other State and federal agencies as required.

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Finally, the OAG is charged with providing a comprehensive contingency plan and disaster recovery procedures for all data center, and field operations. Information security "ownership," classification, access and controls, resulting risk assessment and criticality analyses are used as a basis for business resumption planning.

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1.1 Program Policy:

Information and information resources residing in the Office of the Attorney General (OAG) are strategic and vital assets belonging to the people of Texas. These assets require a degree of protection commensurate with their value. Measures will be taken to protect these assets against accidental or unauthorized disclosure, modification or destruction, as well as to assure the security, reliability, integrity and availability of information.

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1.3 Issue-Specific Policy:

The following are the policies that cover specific issues as they relate to the security of information within the OAG.

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State information resources will be used only for official State purposes. Compliance with this policy will be monitored via periodic maintenance, scheduled and random audits. The individual user of OAG information resources shall have no expectation of privacy for information contained within or processed by an OAG information resource.

1.3.2 Classification of Information (Data) Assets:

All information processed by or for the OAG is of value and therefore will be classified. The OAG has three levels of data classification. They are confidential, sensitive and unclassified. Further detailed descriptions of these classifications can be found in the "Information Classifications" section of the Information Security Procedure Manual.

1.3.3 Information Asset Protection:

Information which is confidential or sensitive will be protected from unauthorized access or modification. Data which is essential to critical State functions must be protected from loss, contamination or destruction. The expense of security safeguards will be appropriate to the value of the assets being protected.

1.3.4 Access to OAG Information Assets:

Access to OAG information resources must be strictly controlled. State law requires that State owned information resources be used only for official State purposes. Read access to OAG information is on a need-to-know basis. When access by the user requires the use of a password, or other security measure, that security measure must be kept confidential by the intended user.

1.3.5 Data Integrity:

The integrity of data, its source, its destination and processes applied to it must be assured. The creation or modification of OAG information may only be performed by authorized personnel. Each user will be individually accountable for his/her actions when handling, processing, or otherwise using OAG information.

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Division Director. For systems employing encryption as described, procedures shall be prescribed for secure handling, distribution, storage and construction of DES key variables used for encryption and decryption. Protection of the key shall be at least as stringent as the protection required for the information encrypted with the key. Copies of the FIPS PUB 46-2 are available from the Information Security Officer (ISO).

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Risks to information resources must be managed. The OAG will perform a comprehensive risk analysis of all information processing systems on a periodic basis. Risk analysis results will be presented to the owner of the information resource for risk management.

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All information resources determined by agency management to be essential to the agency's critical mission and functions, shall have a written and cost-effective contingency plan. The contingency plan shall be tested and updated annually to assure that it is valid and current. Backups of data and software will be maintained to mitigate the impact of such a disaster. A disaster declaration will be issued by the Attorney General in the event that a disaster destroys or makes inoperable a significant portion of the processing capability of the OAG. This declaration will authorize the Information Resource Manager to make timely decisions in the recovery of the information assets.

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CAVEAT: The OAG has implemented reasonable security measures to protect staff when using the Internet. However, the OAG cannot guarantee the security when using this system. Therefore, confidential and sensitive information will not be transferred using this medium.

1.3.19 Passwords:

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Network resources (LAN-WAN-Mainframe) that access confidential or sensitive information will assume the security level of that information for the duration of the session. All network components under State control must be identified and restricted to their intended use.

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For services other than those authorized for the public, authorized users of dial-up access shall be positively and uniquely identifiable and their identity authenticated to the systems being accessed.

1.3.23 User Identification:

Except for public users of systems where such access is authorized, or for situations where risk analysis demonstrates no need for individual accountability of users, each user of a multiple-user automated system shall be assigned a unique personal identifier or user identification.

1.3.24 Warning Statements:

System identification screens will be provided at the time of initial logon to the mainframe or LAN/WAN. These screens will provide the following warning statements:

- (i) unauthorized use is prohibited;
- (ii) usage may be subject to security testing and monitoring; and
- (iii) abuse is subject to criminal prosecution.

1.3.25 System Development and Testing:

Security needs must be considered and addressed in all phases of development or acquisition of new information processing systems.

Test functions shall be kept either physically or logically separate from production functions.

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1.3.28 Physical Security:

Management reviews of physical security measures will be conducted annually, and when significant modifications are made to the facilities or security procedures.

Physical access to mainframe computer and file server rooms will be restricted to authorized personnel. Authorized visitors will be required to record their visits via a sign-in / sign-out log.

1.3.29 Positions of Special Trust:

The OAG will establish procedures for reviewing information resource functions to determine which positions require special trust or responsibilities.





ATTORNEY GENERAL OF TEXAS GREG ABBOTT

My Account Logout

Agreements

Statement

OFFICE OF THE ATTORNEY GENERAL: AUTOMATED COMPUTER SYSTEM ACCESS STATEMENT OF RESPONSIBILITY

General Information:

All information maintained in the files and records of the Child Support Division are privileged and confidential. The unauthorized use or release of the information can result in criminal prosecution and civil liability. Only authorized personnel may add, modify and/or delete information.

Statements:

I understand that the information concerning any person, customer or client that may come to my knowledge while using the computer system of the TxCSDU or TXCSES or any other OAG computer shall be held in strictest confidence and may not be disclosed except as used exclusively for purposes directly connected with the administration of programs under Title IV-A, IV-D and XIX of the federal Social Security Act and the OAG Confidentiality Policy and Procedures.

Notwithstanding the above, I understand that I may not disclose to any individual or agency any federal tax return or return information. I further understand that it is unlawful to offer or receive anything of value in exchange for federal tax return or return information. Such unauthorized disclosure or exchange is punishable by fine up to \$5,000, or imprisonment up to 5 years, or both, under Internal Revenue Code 7213 and 7213 A. Accessing federal tax information without a "need to know" is a federal misdemeanor punishable by not more than one year imprisonment, or a \$1000 fine or both, plus costs of prosecution, under 7213 A, Internal Revenue Code. I also understand that I may be civilly liable for damages of not less than \$1000 per violation, together with costs of prosecution under Section 7431 of the Internal Revenue Code.

I also understand that I may not release information to any committee or legislative body (federal, state, or local) that identifies by name or address any such applicant or recipient of services. Use of such information by a local government or component thereof for any other purpose, including but not limited to, collecting a fee is prohibited.

I understand that I may not perform any work, review, update or otherwise act to obtain information upon my own, or any relative's, friend's, or business associate's child support case, regardless if the case is open or closed. My failure to comply with the OAG Confidentiality Policy will result in immediate termination of my computer access. I also understand that a violation will be reported to my supervisor or other appropriate personnel in my agency for disciplinary action, which may include termination and/or referral for prosecution.

In addition, if applicable, I understand that the computer password(s) I receive or devise is confidential, and must not be disclosed to anyone. I understand that it is my responsibility to safeguard such password(s) by not allowing it to be viewed by anyone. I understand that I am responsible for computer transactions performed through misuse of my password(s).

I agree I will not load unauthorized software, personal computer programs, shareware or freeware of any kind onto the OAG computer equipment without the express written approval of the Office of the Attorney General, Information Resource Manager or designee, or the contract manager or designee. I understand that use of a password not issued or devised specifically for me is expressly prohibited and is a violation of state and federal law.

I also understand that failure to observe the above conditions may constitute a "breach of computer security" as defined in the TEXAS PENAL CODE, CHAPTER 33, Section 33.02 (b), and that such an offense may be classified as a felony. Similar federal statutes may also be applicable.

I certify that I understand that any copyrighted material, including but not limited to commercial computer software, which may be made available to me for use by the OAG is protected by copyright laws and is not to be copied for any reason without written permission from the owner of the copyright and the OAG.

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Last Updated 9-19-08 at 12:20 pm

https://portal.cs.ogc.state.tx.us/wps/myportal/agreements (2 of 2) [7/14/2008 4:29:46 PM]

Portal Tips | Accessibility | Privacy & Security Policy

I Disagree

I Agree

- agree to abide by all written conditions imposed by the OAG regarding information security;
- understand my responsibilities as described above;
- have received, read and understand the OAG security information policy manual; and
- if applicable, I have read all applicable software licenses and agree to abide by all restrictions.

By agreeing to this statement I certify that I:



ATTORNEY GENERAL OF TEXAS GREG ABBOTT

My Account Logout

Agreements

Policy

When you register for the OAG Portal Service, we may ask you to give us certain identifying information ("Registration"), such as your name, address, and e-mail or the company's name and address and the company representative's name and e-mail address. This information will be used solely for Child Support IV-D purposes.

You agree to provide true, accurate, current and complete information about yourself. You also agree not to impersonate any person or entity, misrepresent any affiliation with another person, entity or association, use false headers or other means to conceal your identity from the OAG for any purpose.

For your protection and the protection of our other members and Web site users, you agree that you will not share your Registration information (including passwords, User Names, and screen names) with any other person for the purpose of facilitating their access and unauthorized use of OAG Portal Services. You alone are responsible for all transactions initiated, messages posted, statements made, or acts or omissions that occur within any OAG Portal Service through the use of Registration information. Your failure to honor any portion of this agreement can result in termination of access to Portal Services.

I Agree

I Disagree

[Portal Tips](#) | [Accessibility](#) | [Privacy & Security Policy](#)

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Data Integrity Procedures Changes to Case Information

Before updating member/ case information, such as home address, phone number, etc., verify the caller's identity. Ask the caller for the following identifiers:

- Name
- Date of Birth
- Home address

If there is any doubt about the caller's identity after these identifier's have been obtained, ask for the children names and date of birth.

When pertinent information is unavailable on registry-only (RO) cases, county staff are prevented from verifying a caller's identity. Once all attempts to verify the caller's identity have been exhausted, instruct the caller to take one of the following actions in order to have the member/case information updated on TXCSESWeb:

• **Mail:**

- a copy of a photo ID
- information to be updated
- proof/verification of the information to be updated (ie., home address, SSN card, drivers license, etc.) to the county address

• **FAX:**

- a photo ID
- information to be updated
- proof/verification of the information to be updated (ie., home address, SSN card, drivers license, etc.) to the county FAX number

- **E-mail the information** to be updated with a scanned copy of the proof/verification information to be updated (ie., home address, SSN card, drivers license, etc.) to the county email address

• **In Person (District Clerk Office or Domestic Relations Office):**

- a photo ID
- information to be updated
- proof/verification of the information to be updated (ie., home address, SSN card, drivers license, etc.)

• **Visit the local child support office** that is assigned to work the RO case and provide:

- a photo ID
- information to be updated
- proof/verification of the information to be updated (ie., home address, SSN card, drivers license, etc.)

**CERTIFICATION REGARDING LOBBYING
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES**

**PROGRAM: CHILD SUPPORT ENFORCEMENT PROGRAM PURSUANT TO TITLE IV-D
OF THE SOCIAL SECURITY ACT OF 1935 AS ADMINISTERED BY THE OFFICE OF THE
ATTORNEY GENERAL OF TEXAS**

PERIOD: September 1, 2007 - August 31, 2009

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds haven been paid or will be paid to any person for influencing or attempting to influence an office or employee of any agency, a Member of congress, an officer or employee of Congress, or an employee of Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature

Date

Agency/Organization

Date

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0. Executive Summary

The Office of Attorney General [OAG] has a commitment to the citizens of Texas to ensure that the information entrusted to them will be reasonably secure and protected. Unauthorized use of any kind must not be tolerated and such use should be punishable to the fullest extent of the law. An effective information security program takes a lot of work, commitment and cooperation among the employees of OAG. We are all involved in the well-being of this strategic effort. The Information Security Officer for your division (i.e., CSD or A&L) may be contacted for further information as required.

Purpose

The intent of the *OAG Information Security Policy Manual* is threefold:

- 2) comprehensive documentation of the current information security and contingency planning policies as determined by management;
- 3) education for the users on the proper usage of OAG information assets; and
- 4) legal ramifications of the misuse of information assets.

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All information maintained in the files and records of the Child Support Division are privileged and confidential. The unauthorized use or release of the information can result in criminal prosecution and civil liability. Only authorized personnel may add, modify and/or delete information.

Statements:

I understand that the information concerning any person, customer or client that may come to my knowledge while using the computer system of the TxCSDU or TXCSES or any other OAG computer shall be held in strictest confidence and may not be disclosed except as used exclusively for purposes directly connected with the administration of programs under Title IV-A, IV-D and XIX of the federal Social Security Act and the OAG Confidentiality Policy, and Procedures.

Notwithstanding the above, I understand that I may not disclose to any individual or agency any federal tax return or return information. I further understand that it is unlawful to offer or receive anything of value in exchange for federal tax return or return information. Such unauthorized disclosure or exchange is punishable by fine up to \$5,000, or imprisonment up to 5 years, or both, under Internal Revenue Code 7213 and 7213 A. Accessing federal tax information without a "need to know" is a federal misdemeanor punishable by not more than one year imprisonment, or a \$1000 fine or both, plus costs of prosecution, under 7213 A, Internal Revenue Code. I also understand that I may be civilly liable for damages of not less than \$1000 per violation, together with costs of prosecution under Section 7431 of the Internal Revenue Code.

I also understand that I may not release information to any committee or legislative body (federal, state, or local) that identifies by name or address any such applicant or recipient of services. Use of such information by a local government or component thereof for any other purpose, including but not limited to, collecting a fee is prohibited.

I understand that I may not perform any work, review, update or otherwise act to obtain information upon my own, or any relative's, friend's, or business associate's child support case, regardless if the case is open or closed. My failure to comply with the OAG Confidentiality Policy will result in immediate termination of my computer access. I also understand that a violation will be reported to my supervisor or other appropriate personnel in my agency for disciplinary action, which may include termination and/or referral for prosecution.

In addition, if applicable, I understand that the computer password(s) I receive or devise is confidential, and must not be disclosed to anyone. I understand that it is my responsibility to safeguard such password(s) by not allowing it to be viewed by anyone. I understand that I am responsible for computer transactions performed through misuse of my password(s).

I agree I will not load unauthorized software, personal computer programs, shareware or freeware of any kind onto the OAG computer equipment without the express written approval of the Office of the Attorney General, Information Resource Manager or designee, or the contract manager or designee. I understand that use of a password not issued or devised specifically for me is expressly prohibited and is a violation of state and federal law.

I also understand that failure to observe the above conditions may constitute a "breach of computer security" as defined in the TEXAS PENAL CODE, CHAPTER 33, Section 33.02 (b), and that such an offense may be classified as a felony. Similar federal statutes may also be applicable.

I certify that I understand that any copyrighted material, including but not limited to commercial computer software, which may be made available to me for use by the OAG is protected by copyright laws and is not to be copied for any reason without written permission from the owner of the copyright and the OAG.

By agreeing to this statement I certify that I:

- agree to abide by all written conditions imposed by the OAG regarding information security;
- understand my responsibilities as described above;
- have received, read and understand the OAG security information policy manual; and
- if applicable, I have read all applicable software licenses and agree to abide by all restrictions.

I Agree

I Disagree

[Portal Tips](#) | [Accessibility](#) | [Privacy & Security Policy](#)



ATTORNEY GENERAL OF TEXAS GREG ABBOTT

My Account Logout

Agreements

Policy

When you register for the OAG Portal Service, we may ask you to give us certain identifying information ("Registration"), such as your name, address, and e-mail or the company's name and address and the company representative's name and e-mail address. This information will be used solely for Child Support IV-D purposes.

You agree to provide true, accurate, current and complete information about yourself. You also agree not to impersonate any person or entity, misrepresent any affiliation with another person, entity or association, use false headers or otherwise conceal your identity from the OAG for any purpose.

For your protection and the protection of our other members and Web site users, you agree that you will not share your Registration information (including passwords, User Names, and screen names) with any other person for the purpose of facilitating their access and unauthorized use of OAG Portal Services. You alone are responsible for all transactions initiated, messages posted, statements made, or acts or omissions that occur within any OAG Portal Service through the use of Registration information. Your failure to honor any portion of this agreement can result in termination of access to Portal Services.

[Portal Tips](#) | [Accessibility](#) | [Privacy & Security Policy](#)

Data Integrity Procedures Changes to Case Information

Before updating member/ case information, such as home address, phone number, etc., verify the caller's identity. Ask the caller for the following identifiers:

- Name
- Date of Birth
- Home address

If there is any doubt about the caller's identity after these identifier's have been obtained, ask for the children names and date of birth.

When pertinent information is unavailable on registry-only (RO) cases, county staff are prevented from verifying a caller's identity. Once all attempts to verify the caller's identity have been exhausted, instruct the caller to take one of the following actions in order to have the member/case information updated on TXCSESWeb:

• **Mail:**

- a copy of a photo ID
- information to be updated
- proof/verification of the information to be updated (ie., home address, SSN card, drivers license, etc.) to the county address

• **FAX:**

- a photo ID
- information to be updated
- proof/verification of the information to be updated (ie., home address, SSN card, drivers license, etc.) to the county FAX number

- **E-mail the information** to be updated with a scanned copy of the proof/verification information to be updated (ie., home address, SSN card, drivers license, etc.) to the county email address

• **In Person (District Clerk Office or Domestic Relations Office):**

- a photo ID
- information to be updated
- proof/verification of the information to be updated (ie., home address, SSN card, drivers license, etc.)

• **Visit the local child support office** that is assigned to work the RO case and provide:

- a photo ID
- information to be updated
- proof/verification of the information to be updated (ie., home address, SSN card, drivers license, etc.)

**CERTIFICATION REGARDING LOBBYING
DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES**

**PROGRAM: CHILD SUPPORT ENFORCEMENT PROGRAM PURSUANT TO TITLE IV-D
OF THE SOCIAL SECURITY ACT OF 1935 AS ADMINISTERED BY THE OFFICE OF THE
ATTORNEY GENERAL OF TEXAS**

PERIOD: September 1, 2007 - August 31, 2009

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds haven been paid or will be paid to any person for influencing or attempting to influence an office or employee of any agency, a Member of congress, an officer or employee of Congress, or an employee of Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature

Date

Agency/Organization

Date

United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information

#.1. PERFORMANCE

#.1.1. In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

#.1.2. All work will be done under the supervision of the contractor or the contractor's employees.

#.1.3. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.

#.1.4. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

#.1.5. The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

#.1.6. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

#.1.7. All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

#.1.8. No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.

#.1.9. The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information

#.1.10. The agency will have the right to void the contract if the contractor fails to provide the safeguards described above. (NOTE TO DRAFTER: Include any additional safeguards that may be appropriate.)

#.2. CRIMINAL/CIVIL SANCTIONS

#.2.1. Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

#.2.2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

#.2.3. Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in

United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

#.3. INSPECTION

#.3.1. The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

SAMPLE
INCIDENT RESPONSE PLAN
_____ COUNTY
Adopted _____, 2008

Overview..... 3
Incident Response Team..... 3
Incident Response Team Roles and Responsibilities..... 4
Incident Contact List..... 5
 OAG Contact Information 5
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ATTACHMENTS
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Incident Containment..... 8
Incident Eradication..... 9

SAMPLE

_____ County Incident Response Plan

Overview

Pursuant to the 2009 SCR/LCS Contract # _____, § _____, this Incident Response Plan is designed to provide a general guidance to county staff, both technical and managerial, to:

- enable quick and efficient recovery in the event of security incidents which may threaten the confidentiality of OAG Data;
- respond in a systematic manner to incidents and carry out all necessary steps to handle an incident;
- prevent or minimize disruption of mission-critical services; and,
- minimize loss or theft of confidential data.

The plan identifies and describes the roles and responsibilities of the Incident Response Team and outlines steps to take upon discovery of unauthorized access to confidential data. The Incident Response Team is responsible for putting the Plan into action.

Incident Response Team

The Incident Response Team is established to provide a quick, effective and orderly response to any threat to confidential data. The Team's mission is to prevent a serious loss of information assets or public confidence by providing an immediate, effective and skillful response to any unexpected event involving computer information systems, networks or databases. The Team is responsible for investigating suspected security incidents in a timely manner and reporting findings to management and the appropriate authorities as appropriate.

Incident Response Team Roles and Responsibilities

Position	Roles and Responsibilities
Chief Information Security Officer (CISO)	<ul style="list-style-type: none"> • Immediately report incident directly to OAG CISO and OAG Contract Manager pursuant to § • Determine nature and scope of the incident • Contact members of the Incident Response Team • Determine which Team members play an active role in the investigation • Escalate to executive management as appropriate • Contact other departments as appropriate • Monitor and report progress of investigation to OAG CISO pursuant to § • Ensure evidence gathering and preservation is appropriate • Prepare and provide a written summary of the incident and corrective action taken to OAG CISO pursuant to §
Information Technology Operations Center	<ul style="list-style-type: none"> • Central point of contact for all computer incidents • Notify CISO to activate Incident Response Team • Complete Incident Identification form (Attachment One) and Incident Survey (Attachment Two) and forward to County CISO
Information Privacy Office	<ul style="list-style-type: none"> • Document the types of personal information that may have been breached • Provide guidance throughout the investigation on issues relating to privacy of customer and employee personal information • Assist in developing appropriate communication to impacted parties • Assess the need to change privacy policies, procedures and/or practices as a result of the breach
Network Architecture	<ul style="list-style-type: none"> • Analyze network traffic for signs of external attack • Run tracing tool and event loggers • Look for signs of firewall breach • Contact external internet service provider for assistance as appropriate • Take necessary action to block traffic from suspected intruder • Complete Incident Containment Forms (Attachment Three), as appropriate, and forward to County CISO
Operating Systems Architecture	<ul style="list-style-type: none"> • Ensure all service packs and patches are current on mission-critical computers • Ensure backups are in place for all critical systems • Examine system logs of critical systems for unusual activity • Complete Incident Containment Forms (Attachment Three), as appropriate, and forward to County CISO
Business Applications	<ul style="list-style-type: none"> • Monitor business applications and services for signs of attack • Review audit logs of mission-critical servers for signs of suspicious activity • Contact the Information Technology Operations Center with any information relating to a suspected breach • Collect pertinent information regarding the incident at the request of the CISO
Internal Auditing	<ul style="list-style-type: none"> • Review systems to ensure compliance with information security policy and controls • Perform appropriate audit test work to ensure mission-critical systems are current with service packs and patches • Report any system control gaps to management for corrective action • Complete Incident Eradication Form (Attachment Four) and forward to County CISO

Incident Contact List

OAG Contact Information

Position	Name	Phone Number	Email address
OAG Chief of Information Security Officer	Walt Fultz		
OAG SCR/LCS Contract Manager	Allen Broussard		

County Contact Information

Position	Name(s)	Phone Number	Email address
Chief of Information Security Offices			
County SCR/LCS Contract Manager			
Information Technology Operations Center			
Information Privacy Office			
Network Architecture			
Operating Systems Architecture			
Business Applications			
Internal Auditing			

SAMPLE



Incident Identification

Date Updated: _____

General Information

Incident Detector's Information:

Name: _____	Date and Time Detected: _____
Title: _____	_____
Phone: _____	Location Incident Detected From: _____
Email: _____	_____
Detector's Signature: _____	Date Signed: _____

Incident Summary

Type of Incident Detected:

- Denial of Service
- Malicious Code
- Unauthorized Use
- Unauthorized Access
- Espionage
- Other _____
- Probe
- Hoax

Incident Location: _____

Site: _____

Site Point Of Contact: _____

Phone: _____

Email: _____

How was the Intellectual Property Detected: _____

Additional Information: _____

Incident Survey

Date Updated: _____

Location(s) of affected systems: _____

Date and time incident handlers arrived at site: _____

Describe affected information system(s): _____

Is the affected system connected to a network? YES NO

Is the affected system connected to a modem? YES NO

Describe the physical security of the location of affected information systems (locks, security alarms, building access, etc.):

Incident Containment

Date Updated: _____

Isolate Affected Systems:

CISO approved removal from network? YES NO

If YES, date and time systems were removed: _____

If NO, state reason: _____

Backup Affected Systems:

Successful backup for all systems? YES NO

Name of person(s) performing backup: _____

Date and time backups started: _____

Date and time backups complete: _____

SAMPLE

Incident Eradication

Date Updated: _____

Name of person(s) performing forensics on systems:

Was the vulnerability identified: YES NO

Describe: _____

SAMPLE

**STATE CASE REGISTRY/LOCAL CUSTOMER SERVICE
SFY 200____
Certification of Local Expenditures**

County of _____, Fiscal Year 200____

From _____ To _____

Actual Local Expenditures for SFY 200____

Salaries and Fringe Benefits	\$
Travel	\$
Operating Expenses	\$
Non-Residential Services	\$
Residential Services	\$
Other (Please Describe)	\$
Fiscal Year Total	\$

Verification

I DO SOLEMNLY SWEAR THAT the foregoing Financial Statement filed herewith is in all things true and correct, and fully shows all information required to be reported pursuant to TEXAS HUMAN RESOURCE CODE Sec. 141.082.

Signature of Affiant

SWORN AND SUBSCRIBED BEFORE ME BY _____ this
_____ day of _____, 200____, to certify which, witness my hand and seal.

Notary Public in and for

_____ County, Texas

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GRANT SUMMARY SHEET

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

Department/Division:	Civil Courts
Contact Person:	Judge Darlene Byrne
Title:	Judge, 126 th District Court
Phone Number:	854-9313

Grant Title:	Office of Parental Representation			
Grant Period:	From:	10/1/2008	To:	9/30/2009
Grantor:	The Supreme Court of Texas, Task Force on Foster Care			

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 type="checkbox"/>	


Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	TOTAL
Personnel:	0	206,840	0	119,762	0	326,602
Operating:	0	93,161	0	53,940	0	147,101
Capital Equipment:	0	0	0	0	0	0
Indirect Costs:	0	0	0	0	0	0
Total:	0	300,000	0	173,703	0	473,703
FTEs:	0.00	0.00	0.00	0.00	0.00	8.00

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Applicable Depart. Measures						
Number of clients served per attorney.	TBD					TBD
Number of incarcerated parents serviced with notice.	TBD					TBD
Reduction in time to resolve cases.	TBD					TBD
Reduction in time to serve incarcerated parents.	TBD					TBD

The program will establish baselines for its identified performance measures and will identify quantitative and qualitative benchmarks for achievement. For example, successful performance of the goal of earlier representation would be evaluated by establishing the current average appointment time after case initiation (baseline), and tracking the assignments of public defenders to establish the reduction of appointment time toward the identified goal (the benchmark).

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

PBO Recommendation:

PBO recommends Approval. Program approved at Mark-up 

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

This new public defender's office for parental representation in Child Protective Services (CPS) cases would provide quality, efficient legal representation for primary parents in child abuse and neglect cases pending in Travis County. This request is intended to improve compliance with Section 107.013 of the Texas Family Code by providing early, consistent legal representation to indigent primary parents by attorneys who have subject area expertise, institutional knowledge, and experience with the CPS docket in Travis County. By improving access to highly qualified legal services in this difficult area of law, the program should increase parent participation in identifying appropriate outcomes for their children, and improve overall efficiency of the court process.

Historically, the growth in civil indigent attorney costs has largely been driven upward by an increase in the number and complexity of cases in addition to the ever increasing population growth.

The Civil Courts request that Commissioners' Court consider establishing a public defender's office for parental representation in CPS cases that would provide quality, efficient legal representation for primary parents in child abuse and neglect cases pending in Travis County.

The activities of the Office of Parental Representation would be those of a small law office. The attorneys on staff would investigate cases on behalf of their clients, conduct thorough and independent investigations of their client's cases, conduct discovery and respond to discovery, file pleadings and respond to pleadings, prepare for all court hearings, develop a theory of their client's case, attend all hearings and trials, prepare their cases for appeal and draft all documents necessary for an appeal, and counsel their clients throughout the pendency of their client's case. Additionally, they would be able to utilize the assistance of an office specialist, a legal secretary, a paralegal and social worker as needed. Attorneys would maintain case statistics for evaluation and continuing improvement of their court related processes. The managing public defender would periodically compile, evaluate, and report on performance measures with recommendations for improvements in efficiency that do not sacrifice quality representation. The attorney would receive continuing legal education in the area of child abuse and neglect.

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

This grant is for one year, however the grantor has indicated that the funding will be made available to Travis County for two subsequent years.

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

The grant requires a 25% match. This match met by applying a portion of the General Fund commitment to the overall office of Parental Representation. No additional funds, outside of the FY 09 budget request are required to support this grant.

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

Indirect costs are not part of the grant. The grant is off setting the costs of a larger budget proposal.

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

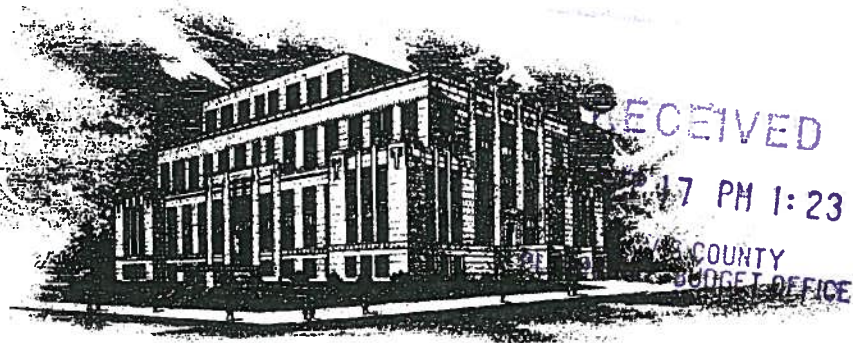
The grant does not require program continuation. However, this grant is to provide start-up costs for a larger Office of Parental Representation. On termination of the grant, these funds will be requested to be continued as part of the General Fund. Efforts will be made to find additional funding from additional grants, if possible to support the program.

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

The County is required to provide indigent attorney assistance and currently allocates significant General Fund dollars toward this program, this grant as well as the larger general fund FY 09 request, provides a cost effective alternative for the provision of these services.

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

This grant and the larger program request will provide an alternative method of providing indigent attorney assistance. It is hoped that through the use of a public defender office, cases can be handled in a more efficient manner.



Office of the District Judges
Heman Marion Sweatt Courthouse
P.O. Box 1748
Austin, Texas 78767

TO: Jessica Rio, Assistant Budget Manager
Planning and Budget Office

FROM: Darlene Byrne
Judge, 126th Judicial District Court

SUBJECT: **Contract Approval Request for Grant Funding for Travis County's proposed Office of Parental Representation and Child Public Defender's Office, The Supreme Court of Texas, Court Improvement Program (CIP)**

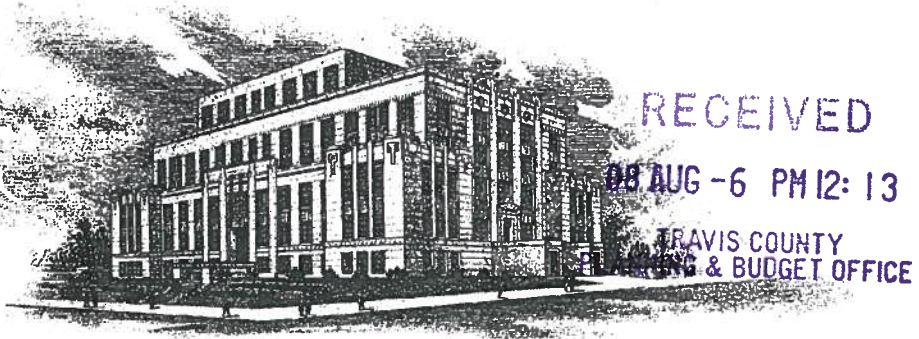
DATE: September 17, 2008

We are pleased to inform you that the Supreme Court Permanent Judicial Commission for Children Youth and Families (Children's Commission) has awarded \$600,000 in funding for a proposed Office of Parental Representation and Child Public Defender's Office (\$300,000 per office). This grant award will provide a percentage of the total outlay up to \$300,000 per office for the creation and operation of these two proposed offices beginning October 1, 2008.

A new Child Public Defender's Office in Child Protective Services (CPS) cases would provide quality, efficient legal representation for children in child abuse and neglect cases pending in Travis County. By improving access to highly qualified legal services in this difficult area of law, the program should improve outcomes for children, and improve the overall efficiency of the court process. A new public defender's office for parental representation would provide quality, efficient legal representation for primary parents in child abuse and neglect cases. This grant is intended to leverage the County General fund dollars and these grant funds for an expedited implementation of the two proposed offices.

Please review this item and place it on the Commissioner's Court agenda for their consideration and approval. Thank you in advance for your attention to this request. If you have any questions or concerns feel free to contact me at ext. 4-9313.

cc: Judge John K. Dietz, Local Administrative Judge
Judge Jeanne Meurer, 98th District Court
Peg Liedtke, Director of Court Management



Office of the District Judges
Heman Marion Sweatt Courthouse
P.O. Box 1748
Austin, Texas 78767

TO: Jessica Rio, Assistant Budget Manager
Planning and Budget Office

FROM: Darlene Byrne
Judge, 126th Judicial District Court

SUBJECT: **Contract Approval Request for Grant Funding for Travis County's proposed Office of Parental Representation and Child Public Defender's Office, The Supreme Court of Texas, Court Improvement Program (CIP)**

DATE: August 6, 2008

We are pleased to inform you that the Supreme Court Permanent Judicial Commission for Children Youth and Families (Children's Commission) has awarded \$600,000 in funding for a proposed Office of Parental Representation and Child Public Defender's Office (\$300,000 per office). This grant award will provide a percentage of the total outlay up to \$300,000 per office for the creation and operation of these two proposed offices beginning October 1, 2008.

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Please review this item and place it on the Commissioner's Court agenda for their consideration and approval. Thank you in advance for your attention to this request. If you have any questions or concerns feel free to contact me at ext. 4-9313.


Darlene Byrne
Judge, 126th District Court
Travis County, Texas

cc: Judge John K. Dietz, Local Administrative Judge
Judge Jeanne Meurer, 98th District Court



**THE SUPREME COURT OF TEXAS
PERMANENT JUDICIAL COMMISSION FOR CHILDREN, YOUTH AND FAMILIES**

CHAIR:
HON. HARRIET O'NEILL
VICE CHAIR:
HON. JOHN SPECIA

201 WEST 14TH STREET, ROOM 104 • P. O. BOX 12248 • AUSTIN, TEXAS 78711-2066
TELEPHONE (512) 463-9352 • FACSIMILE (512) 463-8854

EXECUTIVE DIRECTOR:
TINA AMBERBOY

**STATEMENT OF GRANT AWARD
COURT IMPROVEMENT PROGRAM
FY 2009**

Grant Number: 201-09-0015
 Grantee Name: Travis County
 Program Title: Office of Parental Representation
 Grant Period: 10/1/2008-9/30/2009
 Grant Award Amount: \$300,000

The Supreme Court Permanent Judicial Commission for Children Youth and Families (Children's Commission) has awarded the above-referenced grant from the Texas Court Improvement Program (CIP). The individual authorized to apply for and accept grant funds (subgrantee) must sign this Statement of Grant Award and return it to the CIP Grant Administrator. The signed Statement of Grant award must be on file with the CIP Grant Administrator in order for the subgrantee to receive reimbursements for authorized expenditures. Funding is provided as listed below:

Texas CIP Grant					
		Total Program	Amount of CIP Funds Awarded	Cash Match	In-Kind Match
a	Personnel	\$245,465	\$155,455	\$90,010	
b	Fringe Benefits	\$81,137	\$51,385	\$29,752	
c	Travel	\$8,700	\$5,510	\$3,190	
d	Equipment	\$92,675	\$58,692	\$33,983	
e	Supplies	\$14,110	\$8,936	\$5,174	
f	Contractual	\$31,616	\$20,022	\$11,594	
g	Construction	\$0	\$0	\$0	
h	Other	\$0	\$0	\$0	
i	Total Direct Charges (sum a-h)				
j	Indirect Charges	\$0			
k	Totals	\$473,703	\$300,000	\$173,703	

By his signature, the subgrantee agrees to the following:

Standard Grant Conditions:

- To accept the grant award.
- To abide by all terms and conditions as stated in the Final Application (attached) issued by CIP and incorporated into this Statement of Grant Award by reference for all purposes.
- That a violation of any term of the Final Application or any applicable OMB Circular may result in the CIP Grant Administrator placing a temporary hold on grant funds, and subject to Children’s Commission approval, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- That disbursement is subject to the availability of funds, and disbursed quarterly on a reimbursement basis unless otherwise stated in the subgrantee’s Final Application.

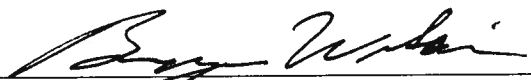
Special Grant Conditions

- The County must maintain a written policy that includes caseload standards for each attorney and for the operation of this program. In developing caseload standards, nationally recognized standards and standards used by other states shall be taken into consideration. The policy on the caseload standard must require the Chief Public Defender to review the caseload status at least quarterly and document that the caseloads meet policy standards.. The Chief Public Defender may make overrides or under-rides based on overall complexity of cases, overall type of cases, attorney experience, support staff experience, court needs, available technology augmenting services, or other factors affecting the delivery of legal services. The Chief Public Defender must notify the oversight board and the Court Improvement Program in writing if an exception to the caseload standards is authorized.
- The Chief Public Defender must develop an office procedures manual which will include basic practice standards. It is recommended that a basic manual be completed prior to representation commencing and be updated at least annually.

Signature of Subgrantee

The Honorable Samuel T. Biscoe, County Judge
Name & Title (must print or type)

Date



Signature of Grant Administrator

Bryan Wilson, Grant Administrator
Name & Title (must print or type)

August 5, 2008
Date

100

CIP is required to ensure that all CIP subgrantees certify to the best of their knowledge and belief that the subgrantee will comply with the certifications listed below:

Certification Regarding Lobbying

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(1) The subgrantee certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) If the subgrantee is unable to certify to the statement above, such subgrantee shall attach an explanation to this proposal.

Certification Regarding Environmental Tobacco Smoke

Public Law 103227, the Pro Children Act of 1994, prohibits smoking in any portion of any indoor facility owned, leased or contracted for by an entity and used routinely or regularly to provide health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in a fine of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

Additional Certifications

Applicant understands that CIP grants awarded to a governmental entity are governed by OMB Circular A-87 and that CIP grants awarded to a non profit organization are governed by OMB Circular A-110.

Applicant understands that CIP funds expended must be reasonable and necessary to carry out the objectives of the program for which funding is sought.

Applicant understands that CIP funds are paid on a reimbursement basis and must be supported by appropriate documentation.

Applicant understands that funding is subject to approval by the Supreme Court Children's Commission or its successor entity.

Applicant understands that projects funded by CIP must involve meaningful and on-going collaboration of local or statewide stakeholders.

Subgrantee certifies to all of the above

Signature

COURT IMPROVEMENT PROGRAM

Award Terms

Final Application

Grant Fund Category Requested: New Continued

Subgrantee

Name: Samuel T. Biscoe

Title: Constitutional County Judge

Organization: Travis County, Texas

Address: 314 West 11th Street, Suite 520
Austin, Texas 78701

Phone: 512-854-9555

Fax: 512-854-9535

E-mail: sam.biscoe@co.travis.tx.us

Requestor is designated as a(n):

- State Agency
- Unit of Local Government
- Other (describe): _____
- Non-Profit Organization
- Educational Institution

Program Type Requested: Basic Program Data Training

Program Title: Office of Parental Representation

1. Program Issue or Problem:

This program is submitted under section 2.1 of the Court Improvement Project, intended to improve compliance with Tex. Family Code § 107.013 by providing early, consistent legal representation to indigent primary parents by attorneys who have subject area expertise, institutional knowledge, and experience with the CPS dockets of Travis County and monitor the fiscal impact of Tex. Family Code § 107.013.

Travis County has been seeing an increase in the number of Child Protective Service Abuse and Neglect cases entering the system in the County. Many of the parents are indigent and require court appointed counsel. However these cases require consistent legal representation by attorneys who have subject area expertise, institutional knowledge, and experience with the CPS docket in Travis County. By improving access to highly qualified legal services in this difficult area of law, the program should increase parent participation in identifying safety, permanency, and well-being outcomes for the children, improve outcomes for their children, and improve overall efficiency of the court process.

Historically, the growth in the number of Child Protective Service Abuse and Neglect cases has largely been driven upward by an increase in the number and complexity of cases in addition to the ever increasing population growth. Listed below are the Total Number of cases that required indigent parent representation in Travis County from 2004 through 2007:

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Last Updated 9-19-08 at 12:20 pm	Total Number of Primary Parent Cases
Fiscal Year 2004	402
Fiscal Year 2005	450
Fiscal Year 2006	461
Fiscal Year 2007	557

These cases have had the following estimated fiscal impact on the County:

	Primary Parent Costs (Both Mothers and Fathers)
Fiscal Year 2004	\$ 584,066
Fiscal Year 2005	\$ 601,681
Fiscal Year 2006	\$ 600,012
Fiscal Year 2007	\$ 754,569

* Through March of Fiscal Year 2008, expenditures for primary parent representation is \$445,151.

A new public defender's office for parental representation (PDO-PR) in CPS cases would provide quality, efficient legal representation for primary parents in child abuse and neglect cases pending in Travis County.

The funds requested would provide initial funding for part of the costs of a larger public defender's office for parental representation.

By improving access to highly qualified legal services in this difficult area of law, the program should increase parent participation in identifying appropriate outcomes for their children, and improve the overall efficiency of the court process.

This Office would have the following benefits:

- improved quality and consistency of representation due to smaller number of more qualified attorneys with a supervising attorney.
- office will develop institutional resources and subject-area expertise.
- office can hire trained support professionals.

The Office of Parental Representation would be a small law office. The attorneys on staff would:

- investigate cases on behalf of their clients;
- conduct thorough and independent investigations of their client's cases, conduct discovery and respond to discovery;
- meet with their clients regularly, and prior to each hearing;
- ensure their clients understand the case planning process and are actively involved in their case planning;
- file pleadings and respond to pleadings, prepare for all court hearings, mediations, and trials, and develop a theory of their client's case;
- as appropriate, attend CPS family group conferences, family team meetings, and case planning meetings of which the attorney has notice, statutory hearings and other hearings of which the attorney has notice, mediations, and trials;
- attend all hearings and trials;

- prepare their cases for appeal and draft all documents necessary for an appeal, and counsel their clients throughout the pendency of their client's case.

Through this grant, the County will leverage County General Fund and Grant resources to begin to implement the creation of this new office starting in October of 2008.

2. Program Objective:

Goals for the office would be:

- To provide legal counsel as lead attorney for approximately 400 Abuse and neglect cases for the office as a whole and 100 cases for the grant funded position.
- For all attorneys employed by the PDO-PR to attend at least 8 hours of CLE each year on Abuse and Neglect related topics.

These objectives for the grant would be achieved by September 30th 2009.

3. Activities:

The County will establish and maintain an office of parental representation consistent with county purchasing, HR, and departmental operating policies. The County will determine the best way to organize the management of this office consistent with the sound practice of law and in coordination with the needs of the judiciary. An oversight committee would be formed to provide operational oversight & guidance to the PDO-PR and to resolve any conflicts of interest that may occur between the PDO-PR and the Public Defender's Office of Child Representation. (PDO-CR) This Committee will consist of (1) two County Commissioners or their appointees (2) two Civil Judges (3) one private attorney with a background in CPS cases; and (4) one representative of the Texas Department of Family and Protective Services. This Committee would be established by October 2008.

This committee would meet as needed but at least twice per year on issues affecting the PDO-CR and the PDO-PR, as well as participate in an informal annual evaluation of the PDO-CR and the PDO-PR.

The County would employ a managing attorney, and three (3) staff attorneys as well as a paralegal, a legal secretary, an office specialist, and a social worker. The managing attorney would be hired by November 2008. The remainder of the positions would be filled by the managing attorney as soon as possible. The Chief PD once hired may adjust salaries or determine other positions are more appropriate to meet the needs of representation.

Using the standards to be established by the Public Defender's Office in Travis County, the PDO-PR would develop written policies and procedures for the office that will govern the operations of the PDO-PR. These policies would include how any conflicts of interest between the PDO-PR & the PDO-CR would be resolved.

CPS cases would be referred to the PDO-PR based on the method currently in place to establish indigence in the Civil Courts to receive Court appointed Counsel. The present process typically is once a parent appears in Court for the first time after service of process, the parent fills out an affidavit requesting a court appointed counsel and provides information regarding their assets, liabilities, number of dependents, and any government assistance that they receive. Upon review of this information, if the parent is at 150 percent of the federal poverty guideline, the Court appoints them an attorney as soon as practicable and provides them with the name, address, and phone numbers for their legal counsel. The PDO-PR would not be part of the indigence determination process. An added assessment would have to be made by the PDO-PR regarding whether a conflict of interest exists that would preclude the appointment of the PDO-PR. If such a conflict exists then a private attorney on the Court's appointment list would be appointed for the parent instead of the PDO-PR.

In addition to progress reports required by the CIP grant, the County will contract with a professional evaluation agency to establish an MOU with a public or private higher education agency to conduct an evaluation of the outcomes and efficiency of the establishment of this office. The results will be provided to the commissioners court and CIP.

4. **Method of Evaluation:**

This grant requires progress reports to provide information on the effectiveness of the program. The CIP grant administrator will work with the subgrantee to construct a progress report that best reflects the actual work being performed in this program and is consistent with the FY2009 application. The program performance of the grant funded portion of the PDO-PR will be evaluated through a CIP Program Monitoring by the CIP Grant Administrator and an informal assessment of the Office by the oversight committee, which will measure:

Grant implementation milestones (i.e., finding office location, hiring Chief, support staff, etc.) for which implementation have been met.

The number of cases referred to the grant funded position to ensure that number meets the expectations of the grant.

A survey of District Court Judges & Associate Judges showing how they rate the attorneys appointed to abuse and neglect cases. The goal will be to have 80% of the judges rate the attorneys' representation as "satisfactory" or better.

The percentage of PD counsel assigned to abuse and neglect cases that have completed at least 8 hours of CLE each year on specialized training applicable to abuse and neglect cases. The goal would be 100% compliance by September 30, 2009.

The fiscal impact of the grant on the County. The impact will be assessed by comparing the cost per case of cases handled by the PDO-PR with a historical average cost per case and by comparison to current court appointed abuse and neglect cases not represented by the PDO-PR.

5. **Future Funding:**

This grant is intended to support the creation of a larger PDO-PR program by leveraging County General Fund dollars along with CIP grant funds to allow for an expedited execution of the program. It is the intent of the County to make a good faith effort to continue the programming during all years the project receives any funding from the CIP, and after the grant expires.

Travis County will also pursue alternative funding sources, including grants from private foundations and/or other State/Federal government grants available for indigent defense.

6. **Budget Narrative** (Include information on match):

This grant would provide a percentage of the total outlay up to \$300,000 for the creation and operation of a Public Defender Office for Parental Representation. The budget categories below are for the operation of the department.

\$245,465 – Personnel - Managing attorney, and three (3) staff attorneys as well as a paralegal, a legal secretary, an office specialist, and a Social Worker.

\$81,137 – Estimated Travis County Fringe

\$8,700 – Travel (and Training) expenses for the attorneys and staff

\$92,675 – Equipment - Furniture, computers and other electronic equipment

\$14,110 – Supplies – General cost associated with office operations (telephone, office supplies, subscriptions, photocopies, membership, etc...)

\$31,616 – Contractual - Program evaluation and other contractual relationships.

Budget

Texas CIP Grant		Requested			
		Total Program	Amount of CIP Funds Requested	Cash Match	In-Kind Match
a	Personnel	\$245,465	\$155,455	\$90,010	
b	Fringe Benefits	\$81,137	\$51,385	\$29,752	
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g	Construction	\$0	\$0	\$0	
h	Other	\$0	\$0	\$0	
i	Total Direct Charges (sum a-h)				
j	Indirect Charges	\$0			
k	Totals	\$473,703	\$300,000	\$173,703	

Requested Grant Period: The Grant becomes effective October 1, 2008 and ends September 30, 2009 unless terminated or otherwise modified.

Required Program Reports: The sub-grantee shall submit a program progress report on April 1, 2009, September 1, 2009, and a final program report on November 15, 2009.

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GRANT SUMMARY SHEET

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

Department/Division:	Civil Courts
Contact Person:	Judge Darlene Byrne
Title:	Judge, 126 th District Court
Phone Number:	854-9313

Grant Title:	Office of Child Representation		
Grant Period:	From:	10/1/2008	To: 9/30/2009
Grantor:	The Supreme Court of Texas, Task Force on Foster Care		

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 type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	0	223,707	0	125,107	0	348,814
Operating:	0	76,294	0	42,666	0	118,960
Capital Equipment:	0	0	0	0	0	0
Indirect Costs:	0	0	0	0	0	0
Total:	0	300,000	0	167,773	0	467,773
FTEs:	0.00	0.00	0.00	0.00	0.00	8.00

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Applicable Depart. Measures	TBD					TBD
Number of children in permanent managing conservatorship participating in the program.	TBD					TBD
Reduction in time to final order.	TBD					TBD
Reduction in the number of cases requesting to extend the statutory deadline.	TBD					TBD

The program will establish baselines for its identified performance measures and will identify quantitative and qualitative benchmarks for achievement. For example, successful performance of the goal of earlier representation would be evaluated by establishing the current average appointment time after case initiation (baseline), and tracking the assignments of public

defenders to establish the reduction of appointment time toward the identified goal (the benchmark).

Auditor's Office Contract Approval:

Staff Initials: _____

Auditor's Office Comments:

PBO Recommendation:

PBO recommends approval Program approved at mark up.

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?

Section 107.012 of the Texas Family Code requires a Judge to appoint an attorney ad litem to represent the interests of children in Child Protective Services (CPS) suits. This request is intended to improve compliance with the Code by recommending the establishment of a Child Public Defender's Office. This new office would provide quality and consistent legal representation to children in CPS cases using qualified attorneys who have subject area expertise, institutional knowledge and experience with the CPS dockets of Travis County in child abuse and neglect cases.

Historically, the growth in civil indigent attorney costs has largely been driven upward by an increase in the number and complexity of cases, and due to population growth. The Civil Courts request that Commissioners' Court consider establishing a public defender's office that will provide children in Child Protective Services (CPS) cases with quality, efficient legal representation in child abuse and neglect cases pending in Travis County.

The activities of a Child Public Defender's Office would be those of a small law office. They would investigate their cases on behalf of their clients, conduct thorough and independent investigations of their client's cases, conduct all court hearings, develop a theory of their client's case, attend all hearings and trials, prepare their cases for appeal and draft all documents necessary for the appeal, and counsel their clients throughout the pendency of their client's case.

Additionally, they would be able to utilize the assistance of two legal secretaries, a paralegal, and an investigator when needed. The managing child public defender would also ensure total office quality, develop the annual budget for the office, and develop and follow a recruiting and hiring program for attorneys and office staff. The attorneys on staff would be able to receive continuing legal education in the area of child abuse and neglect.

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

This grant is for one year, however the grantor has indicated that the funding will be made available to Travis County for two subsequent years.

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

The grant requires a 25% match. This match met by applying a portion of the General Fund commitment to the overall office of Child Representation. No additional funds, outside of the FY 09 budget request are required to support this grant.

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

Indirect costs are not part of the grant. The grant is off setting the costs of a larger budget proposal.

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

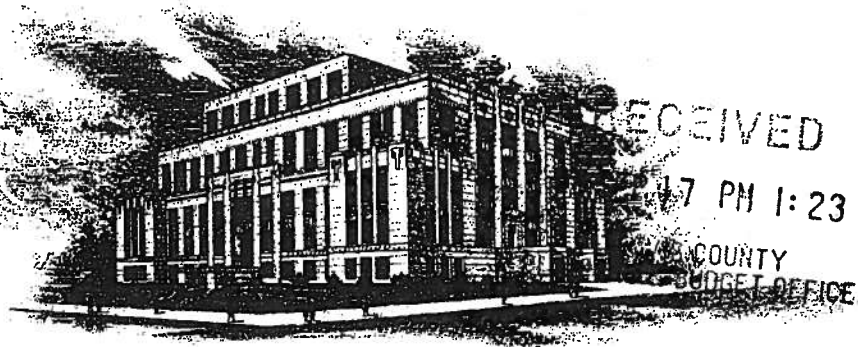
The grant does not require program continuation. However, this grant is to provide start-up costs for a larger Office of Child Representation. On termination of the grant, these funds will be requested to be continued as part of the General Fund. Efforts will be made to find additional funding from additional grants, if possible to support the program.

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

The County is required to provide indigent attorney assistance and currently allocates significant General Fund dollars toward this program, this grant as well as the larger general fund FY 09 request, provides a cost effective alternative for the provision of these services.

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

This grant and the larger program request will provide an alternative method of providing indigent attorney assistance. It is hoped that through the use of a public defender office, cases can be handled in a more efficient manner.



Office of the District Judges
Heman Marion Sweatt Courthouse
P.O. Box 1748
Austin, Texas 78767

TO: Jessica Rio, Assistant Budget Manager
Planning and Budget Office

FROM: Darlene Byrne
Judge, 126th Judicial District Court

SUBJECT: **Contract Approval Request for Grant Funding for Travis County's proposed Office of Parental Representation and Child Public Defender's Office, The Supreme Court of Texas, Court Improvement Program (CIP)**

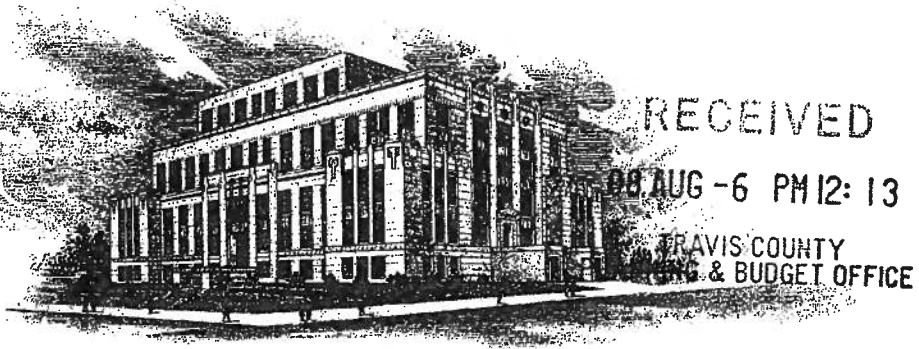
DATE: September 17, 2008

We are pleased to inform you that the Supreme Court Permanent Judicial Commission for Children Youth and Families (Children's Commission) has awarded \$600,000 in funding for a proposed Office of Parental Representation and Child Public Defender's Office (\$300,000 per office). This grant award will provide a percentage of the total outlay up to \$300,000 per office for the creation and operation of these two proposed offices beginning October 1, 2008.

A new Child Public Defender's Office in Child Protective Services (CPS) cases would provide quality, efficient legal representation for children in child abuse and neglect cases pending in Travis County. By improving access to highly qualified legal services in this difficult area of law, the program should improve outcomes for children, and improve the overall efficiency of the court process. A new public defender's office for parental representation would provide quality, efficient legal representation for primary parents in child abuse and neglect cases. This grant is intended to leverage the County General fund dollars and these grant funds for an expedited implementation of the two proposed offices.

Please review this item and place it on the Commissioner's Court agenda for their consideration and approval. Thank you in advance for your attention to this request. If you have any questions or concerns feel free to contact me at ext. 4-9313.

cc: Judge John K. Dietz, Local Administrative Judge
Judge Jeanne Meurer, 98th District Court
Peg Liedtke, Director of Court Management



Office of the District Judges
Heman Marion Sweatt Courthouse
P.O. Box 1748
Austin, Texas 78767

TO: Jessica Rio, Assistant Budget Manager
Planning and Budget Office

FROM: Darlene Byrne
Judge, 126th Judicial District Court

SUBJECT: **Contract Approval Request for Grant Funding for Travis County's proposed Office of Parental Representation and Child Public Defender's Office, The Supreme Court of Texas, Court Improvement Program (CIP)**

DATE: August 6, 2008

We are pleased to inform you that the Supreme Court Permanent Judicial Commission for Children Youth and Families (Children's Commission) has awarded \$600,000 in funding for a proposed Office of Parental Representation and Child Public Defender's Office (\$300,000 per office). This grant award will provide a percentage of the total outlay up to \$300,000 per office for the creation and operation of these two proposed offices beginning October 1, 2008.

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Darlene Byrne
Judge, 126th District Court
Travis County, Texas

cc: Judge John K. Dietz, Local Administrative Judge
Judge Jeanne Meurer, 98th District Court

111



**THE SUPREME COURT OF TEXAS
PERMANENT JUDICIAL COMMISSION FOR CHILDREN, YOUTH AND FAMILIES**

CHAIR:
HON. HARRIET O'NEILL
VICE CHAIR:
HON. JOHN SPECIA

201 WEST 14TH STREET, ROOM 104 • P. O. BOX 12248 • AUSTIN, TEXAS 78711-2066
TELEPHONE (512) 463-9352 • FACSIMILE (512) 463-8854

EXECUTIVE DIRECTOR:
TINA AMBERBOY

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FY 2009**

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c	Travel	\$5,700	\$3,656	\$2,044	
d	Equipment	\$93,375	\$59,885	\$33,490	
e	Supplies	\$9,385	\$6,019	\$3,366	
f.	Contractual	\$10,500	\$6,733	\$3,767	
g	Construction	\$0	\$0	\$0	
h	Other	\$0	\$0	\$0	
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k	Totals	\$467,774	\$300,000	\$167,774	

By his signature, the subgrantee agrees to the following:

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- To accept the grant award.
- To abide by all terms and conditions as stated in the Final Application (attached) issued by CIP and incorporated into this Statement of Grant Award by reference for all purposes.
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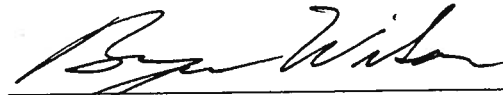
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- The Chief Public Defender must develop an office procedures manual which will include basic practice standards. It is recommended that a basic manual be completed prior to representation commencing and be updated at least annually.

Signature of Subgrantee

The Honorable Samuel T. Biscoe, County Judge
Name & Title (must print or type)

Date



Signature of Grant Administrator

Bryan Wilson, Grant Administrator
Name & Title (must print or type)

August 5, 2008

Date

Grant Certifications:

CIP is required to ensure that all CIP subgrantees certify to the best of their knowledge and belief that the subgrantee will comply with the certifications listed below:

Certification Regarding Lobbying

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- (1) The subgrantee certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) If the subgrantee is unable to certify to the statement above, such subgrantee shall attach an explanation to this proposal.

Certification Regarding Environmental Tobacco Smoke

Public Law 103227, the Pro Children Act of 1994, prohibits smoking in any portion of any indoor facility owned, leased or contracted for by an entity and used routinely or regularly to provide health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in a fine of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

Additional Certifications

Applicant understands that CIP grants awarded to a governmental entity are governed by OMB Circular A-87 and that CIP grants awarded to a non profit organization are governed by OMB Circular A-110.

Applicant understands that CIP funds expended must be reasonable and necessary to carry out the objectives of the program for which funding is sought.

Applicant understands that CIP funds are paid on a reimbursement basis and must be supported by appropriate documentation.

Applicant understands that funding is subject to approval by the Supreme Court Children's Commission or its successor entity.

Applicant understands that projects funded by CIP must involve meaningful and on-going collaboration of local or statewide stakeholders.

Subgrantee certifies to all of the above

Signature

114

COURT IMPROVEMENT PROGRAM

Award Terms

Final Application

Grant Fund Category Requested: New Continued

Subgrantee

Name: Samuel T. Biscoe

Title: Constitutional County Judge

Organization: Travis County, Texas

Address: 314 West 11th Street, Suite 520
Austin, Texas 78701

Phone: 512-854-9555

Fax: 512-854-9535

E-mail: sam.biscoe@co.travis.tx.us

Requestor is designated as a(n):

- State Agency Non-Profit Organization
- Unit of Local Government Educational Institution
- Other (describe): _____

Program Type Requested: Basic Program Data Training

Program Title: Office of Child Public Defender

1. Program Issue or Problem:

This program is submitted to improve compliance with Tex. Family Code § 107.012 by providing early, consistent legal representation to children by attorneys who have subject area expertise, institutional knowledge, and experience with the CPS dockets of Travis County and monitor the fiscal impact of Tex. Family Code §107.012.

Travis County has been seeing an increase in the number of Child Protective Service Abuse and Neglect cases entering the system in the County. Texas Family Code §107.012 requires the Court to appoint counsel for each child who is the subject of a petition filed by a governmental entity in which conservatorship or termination of parental rights is requested.. These cases require consistent legal representation by attorneys who have subject area expertise, institutional knowledge, and experience with the CPS docket in Travis County. By improving access to highly qualified legal services in this difficult area of law, the program should assist in providing safety, permanency, and well-being outcomes for the children, and improve overall efficiency of the court process.

Historically, the growth in the number of Child Protective Service Abuse and Neglect cases has largely been driven upward by an increase in the number and complexity of cases in addition to the ever increasing population growth. Listed below are the Total Number of cases that required child representation in Travis County from 2004 through 2007:

115

Last Updated 9-19-08 at 12:20 pm	Total Number of Child Cases
Fiscal Year 2004	483
Fiscal Year 2005	492
Fiscal Year 2006	551
Fiscal Year 2007	487

These cases have had the following estimated fiscal impact on the County:

	Child Costs
Fiscal Year 2004	\$ 723,837
Fiscal Year 2005	\$ 689,367
Fiscal Year 2006	\$ 810,328
Fiscal Year 2007	\$ 779,730

** Through March of Fiscal Year 2008, expenditures for child representation is \$414,630.*

A new Office of Child Public Defender (PDO-CR) in CPS cases would provide quality, efficient legal representation for children in child abuse and neglect cases pending in Travis County.

The funds requested would provide initial funding for part of the costs of a larger Office of Child Public Defender.

By improving access to highly qualified legal services in this difficult area of law, the program should improve outcomes for children, and improve the overall efficiency of the court process.

This Office would have the following benefits:

- improved quality and consistency of representation due to smaller number of more qualified attorneys with a supervising attorney.
- office will develop institutional resources and subject-area expertise.
- office can hire trained support professionals.

The Office of Child Public Defender would be a small law office. The attorneys on staff would:

- investigate cases on behalf of their clients;
- conduct thorough and independent investigations of their client's cases, conduct discovery and respond to discovery;
- file pleadings and respond to pleadings, prepare for all court hearings, mediations, and trials and develop a theory of their client's case;
- meet with their clients prior to each hearing or ask for an exception in accordance with the Texas Family Code 107.004(d);
- visit each of the child's placements at least once;
- ensure their client is involved in their case planning, if age appropriate;
- as appropriate, attend CPS family group conferences, family team meetings, and case planning meetings of which the attorney has notice, statutory hearings and other hearings of which the attorney has notice, mediations, and trials;
- ensure all clients attend each permanency hearing unless excused by court order and ensure all clients four and older are given the opportunity to meet with the judge privately, if the child so desires and if the court determines it is in the best interest of the child;
- prepare their cases for appeal and draft all documents necessary for an appeal, and counsel their clients throughout the pendency of their client's case.

Through this grant, the County will leverage County General Fund and Grant resources to begin to implement the creation of this new office starting in October of 2008.

Last Updated 9-19-08 at 12:20 pm

2. Program Objective:

Goals for the office would be:

- To provide legal counsel as lead attorney for approximately 400 Abuse and neglect cases for the office as a whole and 100 cases for the grant funded position.
- For all attorneys employed by the PDO-CR to attend at least 8 hours of CLE each year on Abuse and Neglect related topics.

These objectives for the grant would be achieved by September 30th 2009.

3. Activities:

The County will establish and maintain an office of child representation consistent with county purchasing, HR, and departmental operating policies. The County will determine the best way to organize the management of this office consistent with the sound practice of law and in coordination with the needs of the judiciary. An oversight committee would be formed to provide operational oversight & guidance to the PDO-CR and to resolve any conflicts of interest that may occur between the PDO-CR and the Office of Parental Representation. (PDO-PR) This Committee will consist of (1) two County Commissioners or their appointees (2) two Civil Judges (3) one private attorney with a background in CPS cases; and (4) one representative of the Texas Department of Family and Protective Services. This Committee would be established by October 2008.

This committee would meet as needed but at least twice per year on issues affecting the PDO-CR and the PDO-PR as well as participate in an informal annual evaluation of the PDO-CR and the PDO-PR.

The County would employ a managing attorney, and three (3) staff attorneys as well as a paralegal, two legal secretaries, and an investigator. The managing attorney would be hired by November 2008. The remainder of the positions would be filled by the managing attorney as soon as possible. The Chief PD once hired may adjust salaries or determine other positions are more appropriate to meet the needs of representation.

Using the standards to be established by the Public Defender's Office in Travis County, the PDO-CR would develop written policies and procedures for the office that will govern the operations of the PDO-CR. These policies would include how any conflicts of interest between the PDO-CR & the PDO-PR would be resolved.

CPS cases would be referred to the PDO-CR by the Court in accordance with the Texas Family Code's statutory requirement to appoint counsel for the child immediately after the filing of the petition, but before the full adversary hearing.

In addition to progress reports required by the CIP grant, the County will contract with a professional evaluation agency or establish an MOU with a public or private higher education agency to conduct an evaluation of the outcomes and efficiency of the establishment of this office. The results will be provided to the commissioners court and CIP.

4. Method of Evaluation:

This grant requires progress reports to provide information on the effectiveness of the program. The CIP grant administrator will work with the subgrantee to construct a progress report that best reflects the actual work being performed in this program and is consistent with the FY2009 application. The program

performance of the PDO-CR will be evaluated through CIP Program Monitoring by the CIP Grant Administrator and an informal assessment of the Office by the oversight committee, which will measure:

Grant implementation milestones (i.e., finding office location, hiring Chief, support staff, etc...)for which implementation have been met.

The number of cases referred to the grant funded position to ensure that number meets the expectations of the grant.

A survey of District Court Judges & Masters showing how they rate the attorneys appointed to abuse and neglect cases. The goal will be to have 80% of the judges rate the attorneys' representation as "satisfactory" or better.

The percentage of PD counsel assigned to abuse and neglect cases that have completed at least 8 hours of CLE each year on specialized training applicable to abuse and Neglect cases. The goal would be 100% compliance.

The fiscal impact of the grant on the County. This impact will be assessed by comparing the cost per case of cases handled by the PDO-CR with a historical average cost per case and by comparison to current court appointed abuse and neglect cases not represented by the PDO-CR.

5. Future Funding:

This grant is intended to support the creation of a larger PDO-CR program by leveraging County General Fund dollars along with CIP grant funds to allow for an expedited execution of the program. It is the intent of the County to make a good faith effort to continue the programming during all years the project receives any funding from the CIP, and after the grant expires.

Travis County will also pursue alternative funding sources, including grants from private foundations and/or other State/Federal government grants available for representation of children in abuse and neglect cases.

6. Budget Narrative (Include information on match):

This grant would provide a percentage of the total outlay up to \$300,000 for the creation and operation of a Public Defender Office for Child Representation. The budget categories below are for the operation of the department.

\$263,890 – Personnel - Managing attorney, and three (3) staff attorneys as well as a paralegal, two legal secretaries, and an investigator.

\$84,924 – Estimated Travis County Fringe

\$5,700 – Travel (and Training) expenses for the attorneys and staff

\$93,375 – Equipment - Furniture, computers and other electronic equipment

\$9,385 – Supplies – General cost associated with office operations (telephone, office supplies, subscriptions, licenses, membership, etc...)

\$10,500 – Contractual - Program evaluation and other contractual (ex...investigators)

Budget

	Texas CIP Grant	Requested			
		Total Program	Amount of CIP Funds Requested	Cash Match	In-Kind Match
a	Personnel	\$263,890	\$169,242	\$94,648	
b	Fringe Benefits	\$84,924	\$54,465	\$30,459	
c	Travel	\$5,700	\$3,656	\$2,044	
d	Equipment	\$93,375	\$59,885	\$33,490	
e	Supplies	\$9,385	\$6,019	\$3,366	
f	Contractual	\$10,500	\$6,733	\$3,767	
g	Construction	\$0	\$0	\$0	
h	Other	\$0	\$0	\$0	
i	Total Direct Charges (sum a-h)	\$467,774	\$300,000	\$167,774	
j	Indirect Charges	\$0			
k	Totals	\$467,774	\$300,000	\$167,774	

Requested Grant Period: The Grant becomes effective October 1, 2008 and ends September 30, 2009 unless terminated or otherwise modified.

Required Program Reports: The sub-grantee shall submit a program progress report on April 1, 2009, September 1, 2009, and a final program report on November 15, 2009.

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:	County Attorney's Office/District Attorney's Office/Sheriff's Office
Contact Person:	Vicki Skinner
Title:	Director of Administration, District Attorney's Office
Phone Number:	854-9522

Grant Title:	Family Violence Protection Team		
Grant Period:	From:	10/1/05	To: 9/30/08
Grantor:	The funding for the Agreement for Professional Services Between Travis County and SafePlace comes from a grant award to the City of Austin from the U.S. Department of Justice, Office of Justice Programs, Violence Against Women Grants Office.		

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:	496,594					496,594
Operating:						0
Capital Equipment:						0
Indirect Costs:						0
Total:	496,594	0	0	0	0	496,594
FTEs:	3.00					3.00

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						
Will be submitted with the new contract approval request						
Measures For Grant						
The reporting measures have been revised for the new grant and will be submitted with the new contract approval request						

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

PBO Recommendation:

The District Attorney's Office, County Attorney's Office and Sheriff's Office request permission to continue the Family Violence Protection Team grant. The current contract ends September 30, 2008 and the offices wish to continue the program until a new contract is awarded in two or three months. When and if grant funding is exhausted in this time period the DA's office will use temporary salary savings from vacancies from 001-2311-545.07-01 and the CA's office will also use salary savings from 001-1920-541.07-01. The Sheriff's Office should have an adequate amount from their current grant funding to cover any shortfall. The exact amount of any transfer is unknown at this time until there is a better sense of when the grant contract will be finalized. Any General Fund expenditures should be reimbursed by the grant after new funding is secured.

PBO recommends approval of this permission to continue. See below for additional details.

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

This request is for permission to continue the existing staff currently funded through an Agreement for Professional Services Between Travis County and Safeplace. The funds for the agreement come from a grant award to the City of Austin from the U.S. Department of Justice, Office of Justice Programs, Violence Against Women Grants Office. The current agreement ends September 30, 2008. The City has applied for a new grant to continue funding the program but has not yet received award notification. The three departments involved (District Attorney's Office, County Attorney's Office and Sheriff's Office) will transfer funds from their respective General Fund salary budgets each pay period to cover the expenses until the grant is awarded and a new agreement is considered by the Commissioners Court in approximately two to three months. The departmental budgets will then be reimbursed by the grant.

The Family Violence Protection Team (FVPT) was founded in 1997 to create a comprehensive and coordinated approach to family violence. FVPT members include the Austin Police Department, Travis County Sheriff's Office, Travis County District Attorney's Office, Travis County Attorney's Office, SafePlace, Texas RioGrande Legal Aid and the Women's Advocacy Project. The City of Austin received a grant in 1997 that provided funding for most of the partners. In 2002, the City received a continuation grant that added funding to provide a part-time Assistant District Attorney.

In FY05, the City of Austin received a new Grant to Encourage Arrest Policies to continue FVPT's work in developing and strengthening effective responses to violence against women and encouraging the treatment of domestic violence and sexual assault as serious violations of criminal law. In addition to the full-time Assistant County Attorney and half-time Assistant District Attorney funded by the previous grant, the new grant included funding for a half-time Assistant County Attorney and a Detective in the Sheriff's Office. The City of Austin later received a supplemental budget award that continued the grant funding for these positions through September 30, 2008.

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

None.

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

No County match was required for the District Attorney's Office and the County Attorney's Office. The Sheriff's Office budgeted a match of \$47,226.

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

Only salary and fringe benefits are allowed in 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.

There is no County commitment to funding if the grant is discontinued. The work of the team would have to be absorbed back into the large general caseloads and handled by staff who do not have time to give specialized attention to domestic violence cases.

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

This is not a new program but a continuation and expansion of services previously provided by the Family Violence Protection Team.

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 full-time Assistant County Attorney files civil enforcement cases for violations of protective orders, the half-time Assistant County Attorney staffs misdemeanor cases with APD and TCSO law enforcement officers and they meet with victims seeking protective orders. The part-time Assistant District Attorney staffs felony domestic violence cases with APD and TCSO law enforcement officers, presents felony family violence cases to the Grand Jury and participates in training for law enforcement, prosecutors, victim advocate groups and the community. The Sheriff's Office Detective assists smaller local law enforcement agencies in Travis County in the investigation of family violence crimes. The focus is through technical and educational assistance to those agencies so that historically under-reported and under-prosecuted crimes are handled in an appropriate manner.

The work of the Assistant County Attorneys is tied to three of the County Attorney's Office program measures: total protective order applications filed, total protective order enforcement actions filed and number of assault family violence violation of protective order cases filed. The work of the Assistant District Attorney impacts the District Attorney's Office program measures: number of family violence cases indicted and number of family violence cases staffed with law enforcement. The work of the Detective in the Sheriff's Office allows for the incorporation of smaller agencies into the Family Violence and adds valuable investigative assistance.

BUDGET AMENDMENTS AND TRANSFERS FY 2008

RECEIVED
COUNTY JUDGE'S OFFICE
08 SEP 18 PM 1:56
9/23/2008

Please do not place on consent.

TRANSFERS

BA #	Project Code FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
T1	001 3102	566 0712	566	0712	Cons. Pct. 1	POPS Salaries		\$5,000	1
	001 3102	566 3001	566	3001	Cons. Pct. 1	Office Equip, Furn & Supp	\$5,000		
T2	001 4540	593 0701	593	0701	Juv.Prob.	Reg Salaries-Perm Empl		\$139,700	3
	001 4530	593 6205	593	6205	Juv.Prob.	Child Care Institutions	\$139,700		

DISCUSSION

D1	001 1101	522 0701	522	0701	HRMD	Reg Salaries-Perm Empl		\$ 25,000	6
	001 1130	522 7522	522	7522	HRMD	Employment Recruiting	\$ 25,000		

Budget Adjustment: 12705

Fyr _ Budget Type: 2008-Reg

Author: 31 - DAVIS, GWENDOLYN

Created: 9/11/2008 2:09:21 PM

PBO Category: Transfer

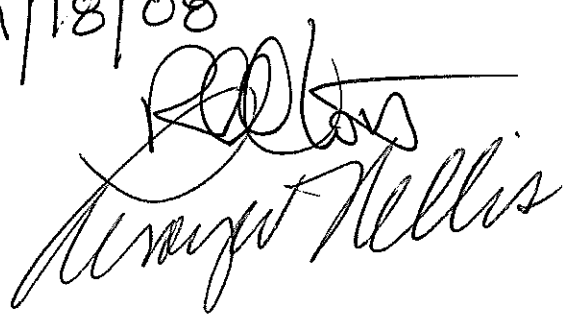
Court Date: Tuesday, Sep 23 2008

Dept: CONSTABLE 1

Just: CommCodeRq

From Account	Acct Desc	Project	Proj Desc	Amount
001-3102-566-0712	POPS SALARIES			5,000
				5,000
To Account		Project		Amount
001-3102-566-3001	OFFICE EQUIP,FURN, & SUPP			5,000
				5,000

Approvals	Dept	Approved By	Date Approved
Originator	31	GWENDOLYN DAVIS	9/11/2008 2:09:27 PM
DepOffice	31	GWENDOLYN DAVIS	9/11/2008 2:09:30 PM

PBD concurs
9/18/08


From: Gwen Davis
To: Randy Lott
Date: 9/11/2008 2:43 PM
Subject: Hello Randy,

Hello Randy,

Per our conversation I would like take \$5000 from our temporary salary savings (001-3102-566-0712) and put into our office furniture for the new elected official (001-3102-566-3001).

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



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court
Travis R. Gatlin
FROM: Travis R. Gatlin, Sr. Planning and Budget Analyst
DATE: September 17, 2008
RE: Juvenile Probation's request to use Temporary Salary Savings for
FY 08 Accruals for Residential Placement

Juvenile Probation has submitted a request to use \$139,700 of temporary salary savings to partially cover the FY 08 accrual of \$719,000 for residential placement for juveniles who would have otherwise been referred to the Texas Youth Commission (TYC). The remaining portion of the accrual will be covered with one-time resources from the State. The requested transfer amount is above the department's budgeted salary savings and has already been incorporated into PBO's expenditure projections included in the 5th Revenue Estimate. The transfer will not impact the projected General Fund ending fund balance.

Since internal resources are being used, the \$750,000 one-time Juvenile Justice TYC Reserve will not be used and will fall to the ending fund balance. The 5th Revenue Estimate has also already taken this into account. PBO recommends the approval of transfer for these mandated services.

cc: Judge Jeanne Meurer, 98th District Court
Estela P. Medina, Chief Juvenile Probation Officer
Sylvia Mendoza, Juvenile Probation
Rodney Rhoades, Planning and Budget Office
Leroy Nellis, Planning and Budget Office



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

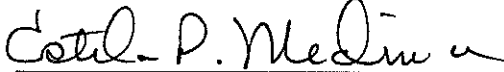
08 SEP 16 PM 4:38

ESTELA P. MEDINA
Chief Juvenile Probation Officer

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
PROBATION SERVICES
RESIDENTIAL SERVICES
SUBSTANCE ABUSE SERVICES
DOMESTIC RELATIONS OFFICE
JUVENILE JUSTICE
ALTERNATIVE EDUCATION
PROGRAM

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

FROM: 
Estela P. Medina
Chief Juvenile Probation Officer

SUBJECT: Request to Utilize Projected Salary Savings
RE: Residential Placement Costs.

DATE: September 16, 2008

Due to the continuing impact of the changes to the Texas Youth Commission, Travis County has increased our usage of residential placement for Juveniles who would have otherwise been referred to TYC.

Currently Juvenile Probation is working to accrue FY 08 expenditures and we have identified approximately \$719,000 of August and September placement expenses that will need to be accrued for FY 08. As the General Fund allocation for placement is exhausted, the department intends to continue to rely on one-time state funds to provide the majority of this accrual.

We are requesting that Commissioners Court allow the department to utilize \$139,700 of salary savings to partially offset the placement accrual needs.

The department has worked closely with PBO to ensure that this request will not have an adverse impact on the County ending fund balance.

Thank you for your review of this request.

CC: Dede Bell,
Travis Gatlin,
Sylvia Mendoza



Budget Adjustment: 12652

Fyr_ Budget Type: 2008-Reg

Author: 45 - MILLER, ALAN

Created: 9/10/2008 3:52:28 PM

PBO Category: Transfer

Court Date: Tuesday, Sep 23 2008

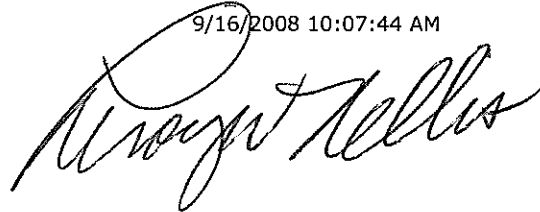
Dept: JUVENILE PROBATION

Just: Other

Request to utilize Salary Savings to meet Fy 08 residential Services Accrual needs.

From Account	Acct Desc	Project	Proj Desc	Amount
001-4540-593-0701	REG SALARIES-PERMNT EMPL			139,700
				139,700
To Account		Project		Amount
001-4530-593-6205	CHILD CARE INSTITUTIONS			139,700
				139,700

Approvals	Dept	Approved By	Date Approved
Originator	45	ALAN MILLER	9/10/2008 3:52:33 PM
DepOffice	45	SYLVIA MENDOZA	9/16/2008 10:07:44 AM





PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court *Travis R. Gatlin*
FROM: Travis R. Gatlin, Sr. Planning and Budget Analyst
DATE: September 17, 2008
RE: HRMD Request to use Temporary Salary Savings for the Recruitment of the Assistant HR Director Position

The FY 08 Job Family Study included the reclassification of Human Resource Management Department's (HRMD) HRIS & Budget Analyst Position to a Human Resources Manager II. The department intends to use this position as the Assistant HRMD Director. The change is effective October 1, 2009. HRMD has submitted a request to use \$25,000 of FY 08 temporary salary savings to recruit for the position. The requested amount is above the department's budgeted salary savings, but PBO has been projecting these savings to fall to the ending fund balance. Using the funds would negatively impact the fund balance by the requested amount.

Given that there are approximately two weeks before the end of the fiscal year and the expense does not appear to be related to an unanticipated emergency or mandated expense, PBO does not recommend the internal transfer at this time. PBO has placed the request as a discussion item, as the Commissioners Court may wish to approve the request or discuss with the department if there are no cost or lower cost alternatives. PBO is aware that the County has approved the request for recruitment resources in the past, but these requests have been for Executive Manager level positions so additional policy direction may be helpful.

cc: Alicia Perez, Administrative Operations
Linda Moore Smith, HRMD
Norman McRee, HRMD
Rodney Rhoads, Planning and Budget Office
Leroy Nellis, Planning and Budget Office

Budget Adjustment: 12973

Fyr_ Budget Type: 2008-Reg

Author: 11 - MCREE, NORMAN

Created: 9/17/2008 1:27:27 PM

PBO Category: Discussion

Court Date: Tuesday, Sep 23 2008

Dept: HUMAN RESOURCE MANAGEMENT

Just: Other

Budget adjustment requested to transfer salary savings to employment recruitment account to recruit for Asst. Dir. position

From Account	Acct Desc	Project	Proj Desc	Amount
001-1101-522-0701	REG SALARIES-PERMNT EMPL			25,000
				25,000
To Account		Project		Amount
001-1130-522-7522	EMPLOYMENT RECRUITING			25,000
				25,000

Approvals	Dept	Approved By	Date Approved
Originator	11	NORMAN MCREE	9/17/2008 1:27:39 PM
DepOffice	11	NORMAN MCREE	9/17/2008 1:27:42 PM



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

Amount	Dept Transferred Into	Date	Explanation
\$4,254,933			Beginning Balance
(\$9,414)	Facilities	10/2/07	Lease Contracts, Drug Court and Parking
(\$350,000)	TNR	10/10/07	Eastside Service Center
(\$20,000)	Records Management	10/16/07	Partial Use of Secure Shredding Earmark
(\$10,000)	Records Management	10/16/07	Partial Use of Internet Live Streaming Earmark
(\$32,879)	Constable Pct. 2	11/6/07	IT & Office Equipment & Furniture
(\$5,400)	Medical Examiner	11/8/07	Parking Leases
(\$36,000)	County Attorney	11/13/07	Legal Services - Hamilton Pool
(\$35,000)	Facilities	11/27/07	Earnest money for Building Purchase
(\$160,000)	TNR	11/30/07	Park Rangers Mobile Data Computers
(\$19,900)	EMS	12/11/07	Line Item Correction
(\$1,796)	Constable Pct. 1	1/15/08	POPS Promotion
(\$25,000)	TNR	2/12/08	Envision Central Texas
(\$802,500)	Facilities	2/19/08	Purchase Bldg 5335 Airport Blvd.
(\$5,520)	PBO	3/11/08	Executive Manager Recruitment
(\$2,000)	Records Management	4/8/08	Partial Use of Internet Live Streaming Earmark
(\$34,620)	General Admin	4/15/08	Travis Central Appriaisal Dist. 3rd Qtr. Fees
(\$74,452)	PBO	4/22/08	Establ Temp Slot, Exec Mgr. PBO Succession
\$802,500	Facilities	5/12/08	Reimbursement 910 Rusk Bldg Purchase
(\$5,000)	Medical Examiner	5/13/08	Medical Examiners Accreditation Expense
(\$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
(\$49,110)	Facilities	9/9/08	ADA Ramp - Precinct 3 Office Building
(\$425,418)	County Clerk	9/9/08	Primary Election Runoff Expenses
(\$58,842)	Facilities	9/9/08	CSCD Day Treatment Program
\$30,055	Various	9/5 to 9/10/08	Departmental Encumbrance Release
(\$11,700)	Purchasing	9/16/08	Advertisement of upcoming Elections
(\$40,252)	Legally Mandated Fees	9/16/08	Civil Indigent Attorney Fees
\$25,959	Various	9/11 to 9/17/08	Departmental Encumbrance Release
\$1,147,176	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
(\$40,000)	Offsite Storage
(\$182,875)	County Court at Law #8
(\$100,000)	Civil Courthouse Planning/Programming

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

(\$80,000)	FACTS Data Mgmt
(\$100,000)	Inmate Psychiatric Services

(\$696,925) Total Possible Future Expenses (Earmarks)

\$450,251 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		

12

Travis County Commissioners Court Agenda Request

Voting Session 9/23/08
(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:

- 1) **Consider and grant an exemption from platting requirements for, and/or take other appropriate action on, Shady Hollow Gardens Condominiums – one hundred forty-five (145) detached single-family structures (34.94 acres located at 2601 & 2605 Frate Barker Road – water and sewage service to be provided by City of Austin.)**
- 2) **Approve a cash security agreement in the amount of \$80,179.00 for turn lane improvements to Frate Barker Road**
- 3) **Approve a Phasing agreement for Shady Hollow Gardens Condominiums.**

C. Approved by:

Commissioner Gerald Daugherty, Precinct Three

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

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

Teresa Calkins: 854-7569 Don Grigsby: 854-7560 Steve Manilla 854-9429

AB Anna Bowlin: 854-7561 Chris Gilmore: 854-9415

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 18, 2008

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

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

SUBJECT: Shady Hollow Gardens Condominium Project

PROPOSED MOTION:

- 1) Consider and grant an exemption from platting requirements for, and/or take other appropriate action on, Shady Hollow Gardens Condominium Project – one hundred forty-five (145) detached single-family units (34.94 acres located at 2601 & 2605 Frate Barker Road – water and sewage service to be provided by City of Austin.)
- 2) Approve a cash security agreement in the amount of \$80,179.00 for turn lane improvements to Frate Barker Road.
- 3) Approve a construction agreement for Shady Hollow Gardens Condominium Project

SUMMARY AND STAFF RECOMMENDATION:

The condominium development consists of 145 detached single-family units on 34.94 acres and will take direct access to Frate Barker Road by two gated entrances. All access drives will be private with maintenance and taxes being the responsibility of the condominium association. There are no on-site sewage facility, drainage, or floodplain issues associated with the development. Water and sewage services have been approved and will be provided by the City of Austin. The Travis County Fire Marshall Office has also reviewed and approved the proposed site plan.

Since June of 2000, the Commissioners Court has taken the position that condominiums are subdivisions and that the law requires the developer of a condominium to prepare a plat, obtain its approval from the County, and file it in the plat records before lots may be sold. The Attorney General upheld that position in a July 2004 opinion that resulted from a dispute between Hays County and a condominium

developer. Although the County can legally apply all subdivision platting requirements to condominiums, the County has not required condominiums to comply. Instead, the County's practice has been to allow developers of condominiums to submit a site plan instead of a plat. Staff review involves applying standards in Chapter 82, Travis County Code. If TNR reviews the site plan and determines that the condominium doesn't pose major threats to public, health, safety, and welfare, the Commissioners Court has granted the condominium an exemption from platting requirements.

This condominium project will be constructed in three phases with water quality improvements included in the first two phases. Detention and water quality are being provided by the development. In order to provide assurance to the Court that infrastructure and drainage improvements will be completed prior to occupancy of the residences, the developer has executed and provided a Condominium Construction Agreement. A copy of construction agreement is attached to this memorandum.

The development is providing \$80,179.00 to mitigate its impact to Frate Barker Road and the money will be used to construct turn lane improvements when the CIP project for Frate Barker Road is constructed.

The applicant has paid parkland fees to Travis County when the plat was approved by the Court on 11/08/2006 in the amount of \$28,800.00 and construction inspection fees in the amount of \$10,276.05.

As this condominium site plan application meets Travis County standards, TNR staff recommends:

- 1) granting an exemption to platting for the proposed condominium project;
- 2) approval of a cash security agreement;
- 3) approval of the construction agreement.

ISSUES:

None.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:

Location map
Condominium Construction Agreement
Cash Security Agreement
Site Plan

AMB: dlg 808

§ EXHIBIT 82.401 (C)

(c) CASH SECURITY AGREEMENT

TO: Travis County, Texas

DEVELOPER: Shady Hollow Gardens, Ltd.

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: *\$80,179.00*

SUBDIVISION: Shady Hollow Gardens

DATE OF POSTING: *September 2, 2008*

EXPIRATION DATE: Three Years, or more, from Date of Posting

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

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

This Agreement is conditioned on the performance of the duties of the DEVELOPER prior to the EXPIRATION DATE to provide for the construction and completion of the street and drainage Improvements in the SUBDIVISION to current Travis County Standards for the construction of Roads and Drainage in Subdivisions ("the "Standards"), so that the Improvements are performing to the Standards upon the approval of the construction of the Improvements and the acceptance of the public Improvements by the Commissioners Court and at the end of the public Improvement construction Performance Period, which commences upon the acceptance.

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

Cash Security Agreement

Cash Security Agreement
Page 2

The Developer must indicate by signing the appropriate line, below, whether or not he wishes the escrowed funds to be invested, with interest earned at the rate Travis County receives for its 90-day accounts, and be charged a \$25.00 investment fee every 90 days. The minimum amount, of cash security, that will be considered for the investment in Two Thousand Dollars (\$2,000.00).

DEVELOPER

ADDRESS OF

By: SHADY HOLLOW GARDENS LLC

6001 West William Cannon Dr

Name: DAVID C MAHN

SUITE 201

Title: V.P.

AUSTIN, TX 78749

Date: 8/18/08

Phone: (512) 472-7455

SIGN ONLY ONE

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

Name

8/18/08
Date

SHADY HOLLOW GARDENS, LTD.,
a Texas limited partnership

By: SHADY HOLLOW GARDENS GP, LLC., General Partner
a Texas limited liability company

By: BENCHMARK LAND & EXPLORATION, INC., A Member/Manager
A Texas corporation

By: [Signature]
David C. Mahn, Vice President

Funds shall not be invested and no interest shall be accrued to the Developer/Builder.

Name

Date

SHADY HOLLOW GARDENS, LTD.,
a Texas limited partnership

By: SHADY HOLLOW GARDENS GP, LLC., General Partner
a Texas limited liability company

By: BENCHMARK LAND & EXPLORATION, INC., A Member/Manager
A Texas corporation

By: _____
David C. Mahn, Vice President

Cash Security Agreement
Page 3

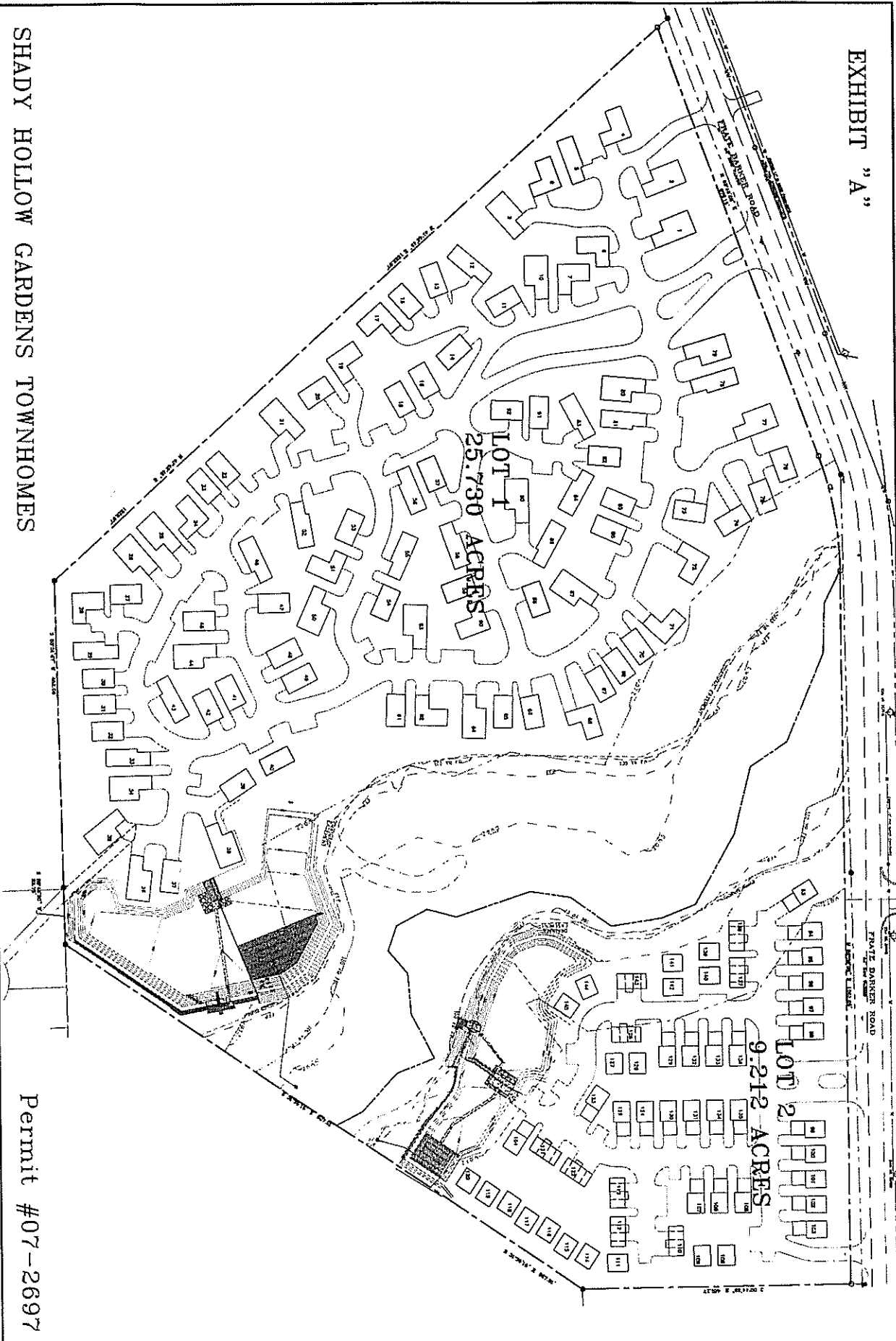
APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS


Date

SHADY HOLLOW GARDENS TOWNHOMES

EXHIBIT "A"

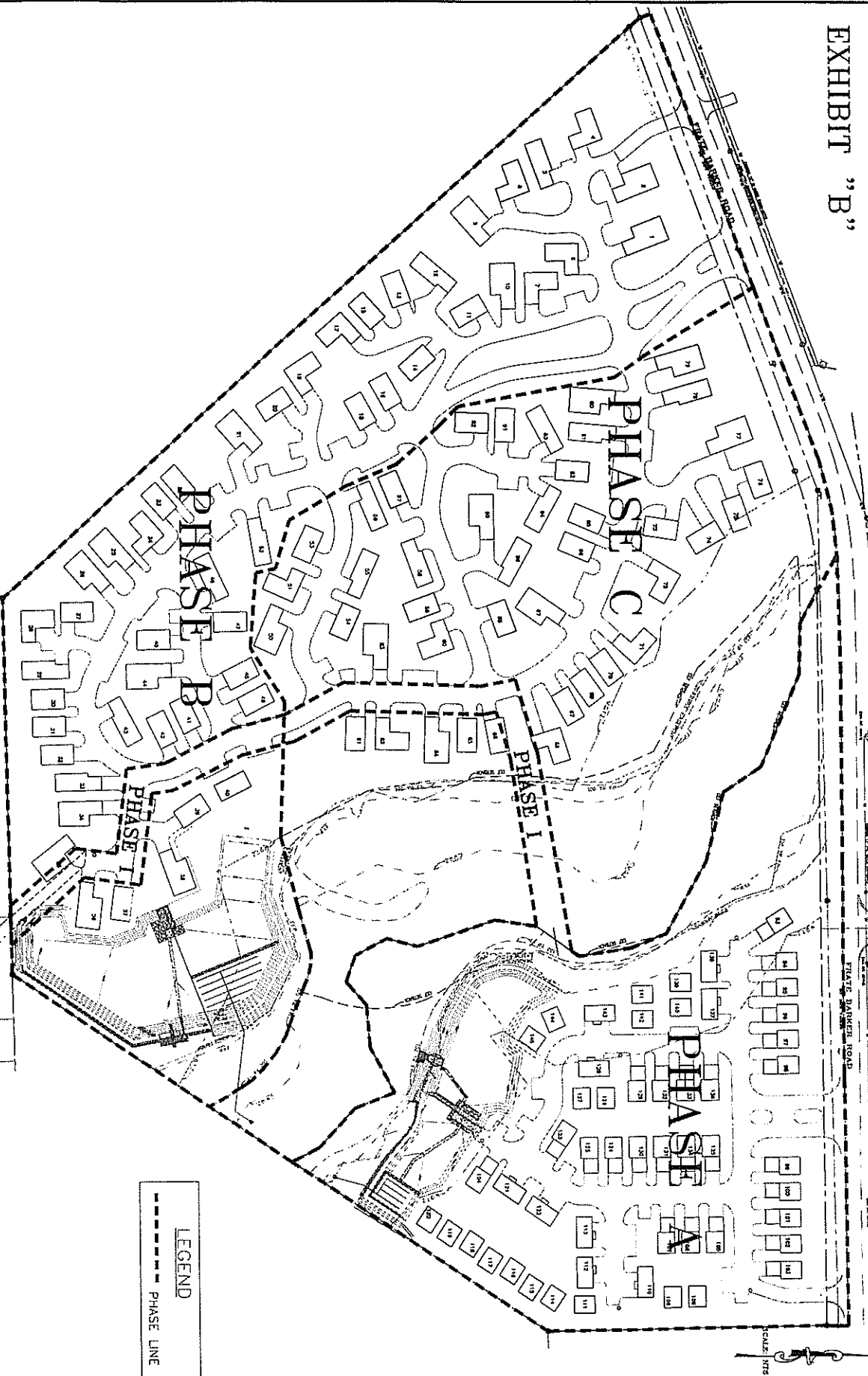


Permit #07-2697

SHEET 1 OF 1	OWNER	SHADY HOLLOW GARDENS TOWNHOMES 2611 X 2015 STATE PARKER, ALBANY, NY 12219	SHEET		EXHIBIT "A"	DATE AUGUST 2008	 C&D Cates, Bregante & Downing, Inc. Land Engineering & Surveying 144 West 40th Street, Albany, NY 12206 Phone No. 518.255.1100 • Fax No. 518.255.1101
	PROJECT	SITE DEVELOPMENT PLAN	DRAWN BY JAE	CHECKED BY JAE	DATE AUGUST 2008		

SHADY HOLLOW GARDENS TOWNHOMES

EXHIBIT "B"



LEGEND
 - - - - - PHASE LINE

Permit #07-2697

1/4" = 1' SHADY HOLLOW GARDENS TOWNHOMES 2601 & 2619 FRATE BARBER ALSTON TEXAS		SHEET EXHIBIT "B"		CCB Carlson, Bricker & Dearing, Inc. Civil Engineering • Surveying 1105 West 11th Street • Austin, Texas 78703 Phone: (512) 452-8800 • Fax: (512) 452-8801	
DATE 4/29/08	DRAWN BY JVC	CHECKED BY NM	DATE JUN 2008	TITLE SITE DEVELOPMENT PLAN	

**SHADY HOLLOW TOWNHOMES
CONDOMINIUM PHASING AGREEMENT**

Travis County, Texas

GOODNIGHT ENTERPRISES, INC.

THIS CONDOMINIUM PHASING AGREEMENT is made and entered into by and between C. Dean Goodnight, President, General Partner of CMG Partnership, Ltd., a Texas Limited partnership and Wayne J. Riddell, Individual (the "Developer"), and Travis County, Texas, P.O. Box 1748, Austin, Texas 78767 (the "County"), hereinafter collectively referred to as the "Parties", for the purposes and consideration stated.

A. The Developer is in the process of developing a condominium regime on approximately 35.55 acres of real property located in Travis County, Texas, more particularly described on Exhibit "A" (the "Regime") and desires to develop the Regime in phases.

B. The Developer and the County desire to provide for the orderly development of the Regime, including the completion of the private roadway (the "Private Roadway") and drainage improvements (the "Drainage Improvements") described in the Consolidated Administrative Site Plan for Shady Hollow Townhomes County File No. 07-2697 ("Construction Plans").

C. The Private Roadway will be constructed in three (3) phases, as described in the Construction Plans and as depicted on Exhibit "B" as "Phase I", "Phase II", and "Phase III". Each phase is sometimes referred to herein as a "Phase".

D. The Developer and the County desire to establish a process to coordinate the improvement of the Private Roadway with the phased development of the Property;

NOW, THEREFORE, in consideration of these premises and the promises contained herein, the Developer and the County agree as follows:

1. Subject to the terms in this Agreement, Travis County hereby grants the Developer an exemption from the requirement that the Developer prepare, obtain County approval for, and file in the official public records of the County a subdivision plat for the Regime.

2. Subject to the conditions contained in this paragraph and beginning with Phase I, the County will sequentially issue individual development permits to the Developer for construction of the Private Roadway located in and the Drainage Improvements serving each of the two Phases. Prior to the occupancy of any residential unit in the permitted Phase and prior to the Developer conveying any units in the next Phase in the sequence, Developer will be required to complete the Private Roadway located in and the Drainage Improvements serving such permitted Phase. For example, in Phase I, Developer will be required to complete the portion of the Private Roadway located in Phase I and the Drainage Improvements serving Phase I before occupancy of any residential unit within Phase I and before conveying any units in Phase II. Completion will be evidenced by a letter of concurrence from a licensed professional engineer that the portion of the Private Roadway constructed within a phase has been

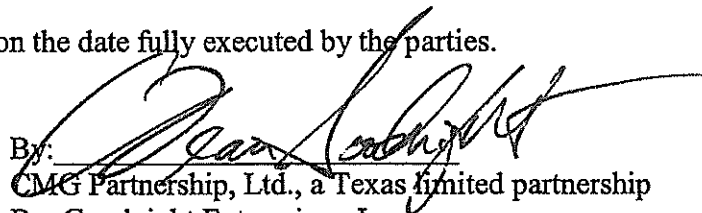
completed in accordance with the Construction Plans. Upon delivery to and approval by the County of a letter of concurrence from a licensed professional engineer that the portion of the Private Roadway constructed within a phase has been completed in accordance with the Construction Plans, the County shall execute, acknowledge and deliver to the then current owner of the phase, an instrument in the form of Exhibit "C" for recordation in the Official Public Records of Travis County, Texas, releasing the phase from all of the terms, provisions and requirements of this Condominium Phasing Agreement.

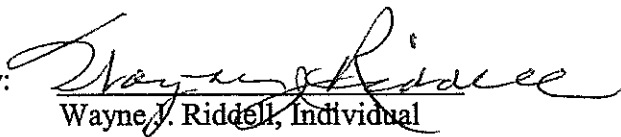
3. If the Developer makes any revision to the Construction Plans modifying the Private Roadway or Drainage Improvements or the phasing plan reflected on such Construction Plans, and such revision is revised and approved, the County and the Developer will, to the extent required, either amend this Agreement or enter into an additional or supplemental agreement(s) to coordinate the phasing process and the future improvements of the Private Roadway.

4. Prior to the County's issuance of the development permit for Phase I, the Developer shall pay inspection fees in the amount of \$_____.

5. Miscellaneous Provisions. All rights, privileges, and remedies afforded the Parties are cumulative and not exclusive and the exercise of any remedy will not be deemed a waiver of any other right, remedy, or privilege. The Parties agree that the granting of equitable remedies may, and probably will, be necessary in the event of a violation of the restriction. If any provision of this agreement is unenforceable, to the extent the unenforceability does not destroy the basis of the bargain between the Parties, this agreement will be construed as if the unenforceable provision had never been a part of this agreement.

EXECUTED to be effective on the date fully executed by the parties.

By: 
CMG Partnership, Ltd., a Texas limited partnership
By: Goodnight Enterprises, Inc.
Its: General Partner
By: C. Dean Goodnight
Its: President

By: 
Wayne J. Riddell, Individual

Date: September 3, 2008

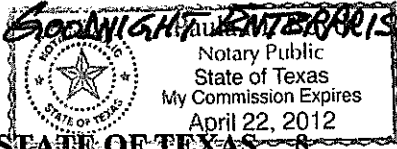
TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

Date: _____

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

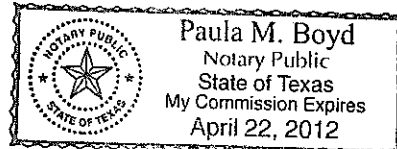
This instrument was acknowledged before me this 3rd day of September, 2008, by C Dean Goodnight, President of C. Dean Goodnight, President, General Partner of CMG Partnership a Texas limited partnership, on behalf of said corporation and partnership.



Paula M Boyd
Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 3rd day of September, 2008, by Wayne J Riddell, _____, of Wayne J. Riddell, Individual, on behalf of said corporation and partnership.



Paula M Boyd
Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 2008, by _____ of Travis County, Texas, in the capacity stated.

Notary Public, State of Texas

After Recording Return To:
Travis County, Texas
Attn: Transportation and Natural Resources Department
P.O. Box 1748
Austin, Texas 78767

EXHIBIT "A"
DESCRIPTION OF PROPERTY

EXHIBIT "B"
DEPICTION OF PHASES

EXHIBIT "C"

Partial Release of Condominium Phasing Agreement

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TRAVIS §

THAT Travis County, Texas, the beneficiary of that certain "Condominium Phasing Agreement" which is filed of record as Document No. _____ in the Official Public Records of Travis County, Texas (the "Phasing Agreement") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby release that certain real property in Travis County, Texas, which is described on Exhibit "A" attached hereto and incorporated herein by reference (the "Released Property") from all of the terms, provisions and requirements of the Phasing Agreement. From and after the date of this instrument, the Phasing Agreement shall no longer affect or encumber the Released Property in any way. It is expressly agreed and understood, however, that this is a partial release and that the same shall not in any way release, affect or impair the Phasing Agreement as it relates to any property other than the Released Property.

Executed by the undersigned on the date set forth hereinbelow.


TRAVIS COUNTY, TEXAS

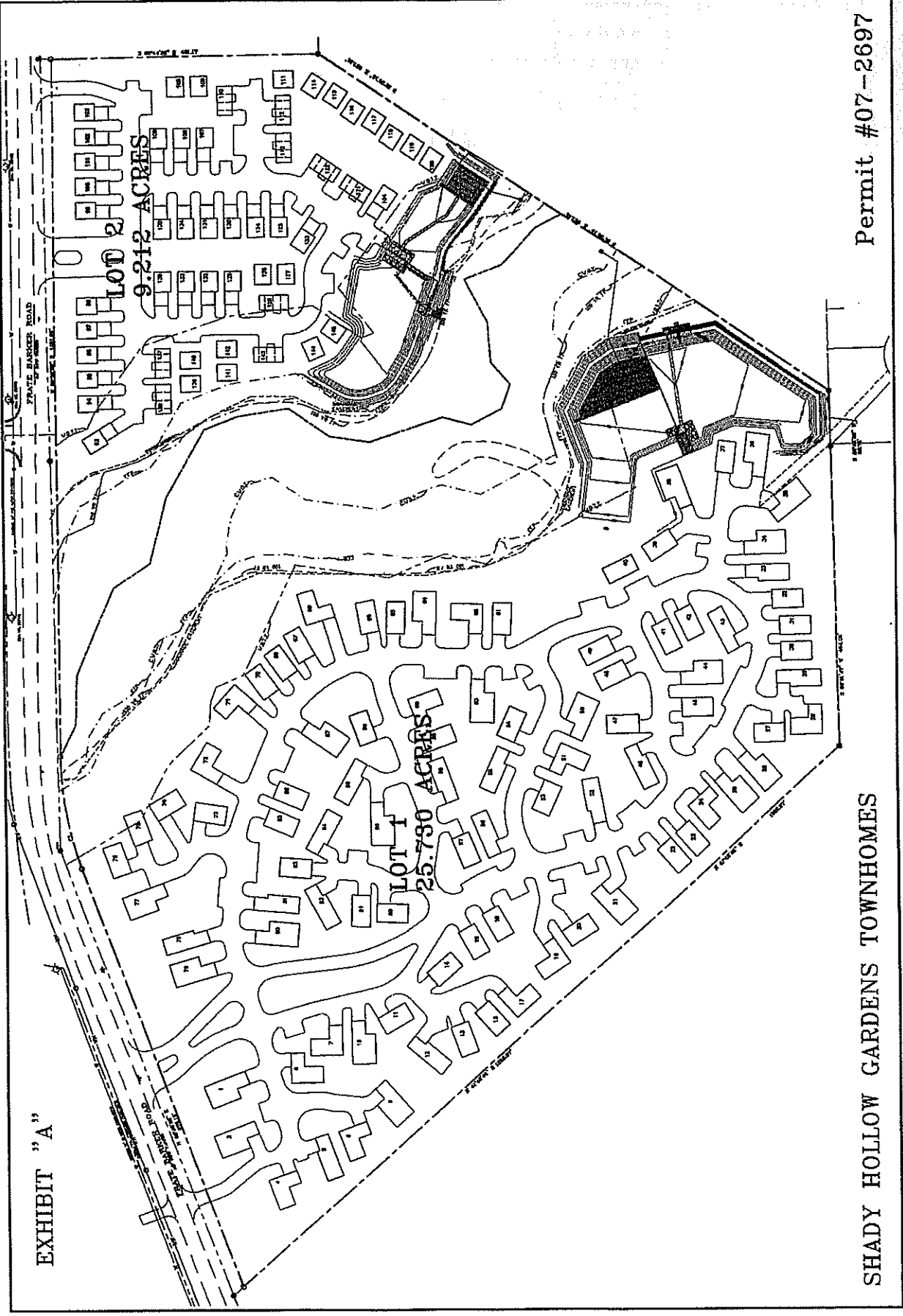
By: _____
Printed Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ___ day of _____, 2008 by _____, _____ of Travis County, Texas, a political subdivision of the State of Texas, on behalf of said County.

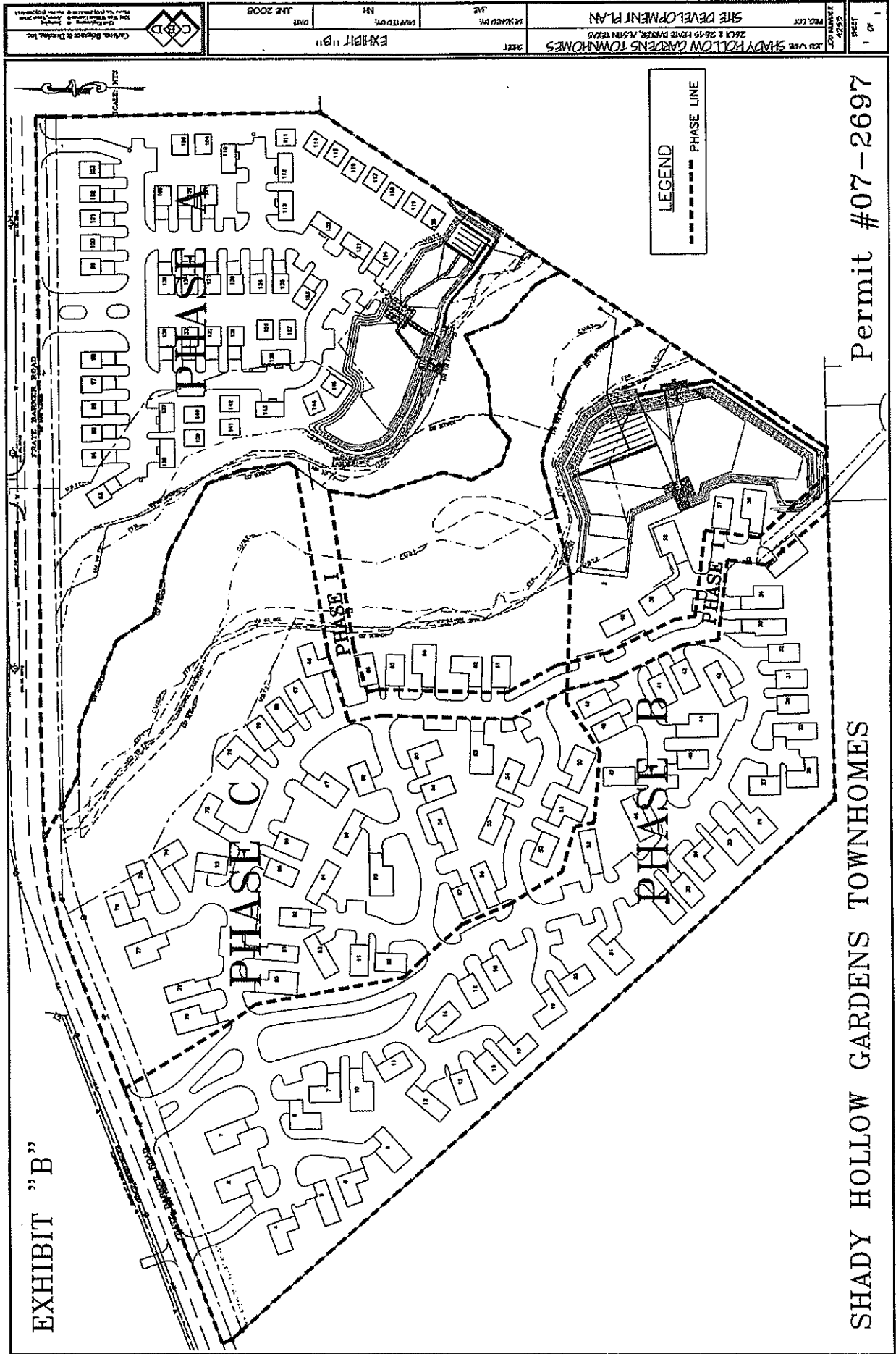
Notary Public Signature

 CDD City of Danvers 2001 City Engineer & Planning Director 1000 North Main Street, 3rd Floor Danvers, MA 01923 Tel: 978-780-1000 Fax: 978-780-1001	DATE	SCALE	PROJECT	SHEET
	APRIL 2008	1/8" = 1'-0"	SITE DEVELOPMENT PLAN	
EXHIBIT "A"		PROJECT NAME: SHADY HOLLOW GARDENS TOWNHOMES 2601 & 2645 FRANKLIN AVENUE, DANVERS, MA 01923		



Permit #07-2697

SHADY HOLLOW GARDENS TOWNHOMES



DATE: JUN 2008	SCALE: 1/8" = 1'-0"	PROJECT NO. 2601 & 2615	PROJECT NAME: SHADY HOLLOW GARDENS TOWNHOMES
DESIGNED BY: [blank]	DRAWN BY: [blank]	CHECKED BY: [blank]	DATE: [blank]
EXHIBIT "B"			
SITE DEVELOPMENT PLAN			
2601 & 2615 PRIVATE MARKET, AUSTIN TEXAS			
JOB NO. SHADY HOLLOW GARDENS TOWNHOMES			
SHEET [blank]			
FOR MARKET			
SHEET 1 OF 1			

Permit #07-2697

SHADY HOLLOW GARDENS TOWNHOMES

EXHIBIT "B"

15

Travis County Commissioners Court Agenda Request

Voting Session September 23 ,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 approve recommendation to accept 4063' of Crosswind Drive, from Bee Creek Road to its northernmost intersection with Tradewind Drive, and all 3742' of Tradewind Drive, in Precinct 3

C. Approved by: Commissioner Gerald Daugherty, Precinct 3

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)

X 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)

X Contract, Agreement, Policy & Procedure

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



TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER


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

MEMORANDUM

DATE: September 5, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

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

SUBJECT: Acceptance of a portion of Crosswind Drive and all of Tradewind Drive, in Precinct 3

Proposed Motion:

Consider and take appropriate action on a request to approve recommendation to accept 4063' of Crosswind Drive, from Bee Creek Road to its northernmost intersection with Tradewind Drive, and all 3742' of Tradewind Drive, in Precinct 3

Summary and Staff Recommendation:

On June 3, 2008 the County Commissioners Court approved a Participation Agreement with the Crosswind Property Owners Association to facilitate the improvement and acceptance of a portion of Crosswind Drive, from Bee Creek Road to its northernmost intersection with Tradewind Drive, and all of Tradewind Drive, approximately 4063' of 20' wide roadway and 3742' of 18' wide roadway, respectively (see attached map). The Participation Agreement established that the Property Owners Association would provide cash to share the project costs with Travis County. Since the majority of the required improvement is pavement work, TNR recommends utilizing the annual HMAC contract to take advantage of economies-of-scale to obtain a lower cost. A Change Order to include this work in the HMAC contract is forthcoming under a Purchasing Department agenda request. Non-paving work items will be performed by Road & Bridge crews, which will be reimbursed for their costs. The work required to make the road meet minimum county standards will be performed after acceptance of the street onto the county-maintained system. The recommendation to accept is based upon TNR's determination that the roadway will meet the minimum requirements set forth in Travis County Chapter 84, Unaccepted Substandard Roadway Specifications, once the improvements are completed.

TNR recommends acceptance of 4063' of Crosswind Drive and 3742' of Tradewind Drive.

Budgetary and Fiscal Impact:

The Commissioners Court approved \$500,000 for substandard road projects in the FY 2007 budget process. The Property Owners Association has provided \$82,500 cash.

The Change Order costs for paving work will be \$165,590.20. Road & Bridge estimates that its costs will be \$46,644.00 for non-paving work items. The Participation Agreement assumed that the project would cost \$275,000.00. Using the annual HMAC contract and Road & Bridge forces the project can be completed for \$212,234.20, assuming there are no change orders. This results in a savings of up to \$62,765.80. Per the terms of the agreement, the County will return to the Property Owners Association its pro-rata share of the savings.

Issues and Opportunities:

The acceptance of these streets onto the Travis County roadway system will allow TNR to fulfill its responsibility in the Participation Agreement to complete the minimum necessary improvements. The work will be completed through a change order request to the FY08 HMAC Overlay Program and the Road & Bridge street and drainage program.

This section of Crosswind Drive will connect to county maintained roadways at each end. Tradewind Drive connects to the currently unaccepted section of Crosswind at each end. The section of Crosswind recommended for acceptance must therefore be approved before Tradewind can be accepted.

The acceptance of this road is premised on the subsequent completion of minimum improvements detailed in construction plans prepared by TNR. The POA has fulfilled its responsibilities outlined in the Participation Agreement and it is now the County's responsibility to get the roadway accepted and improved.

This action will add 1.48 miles to the Travis County road system.

Required Authorizations:

None

Exhibits:

Vicinity Map

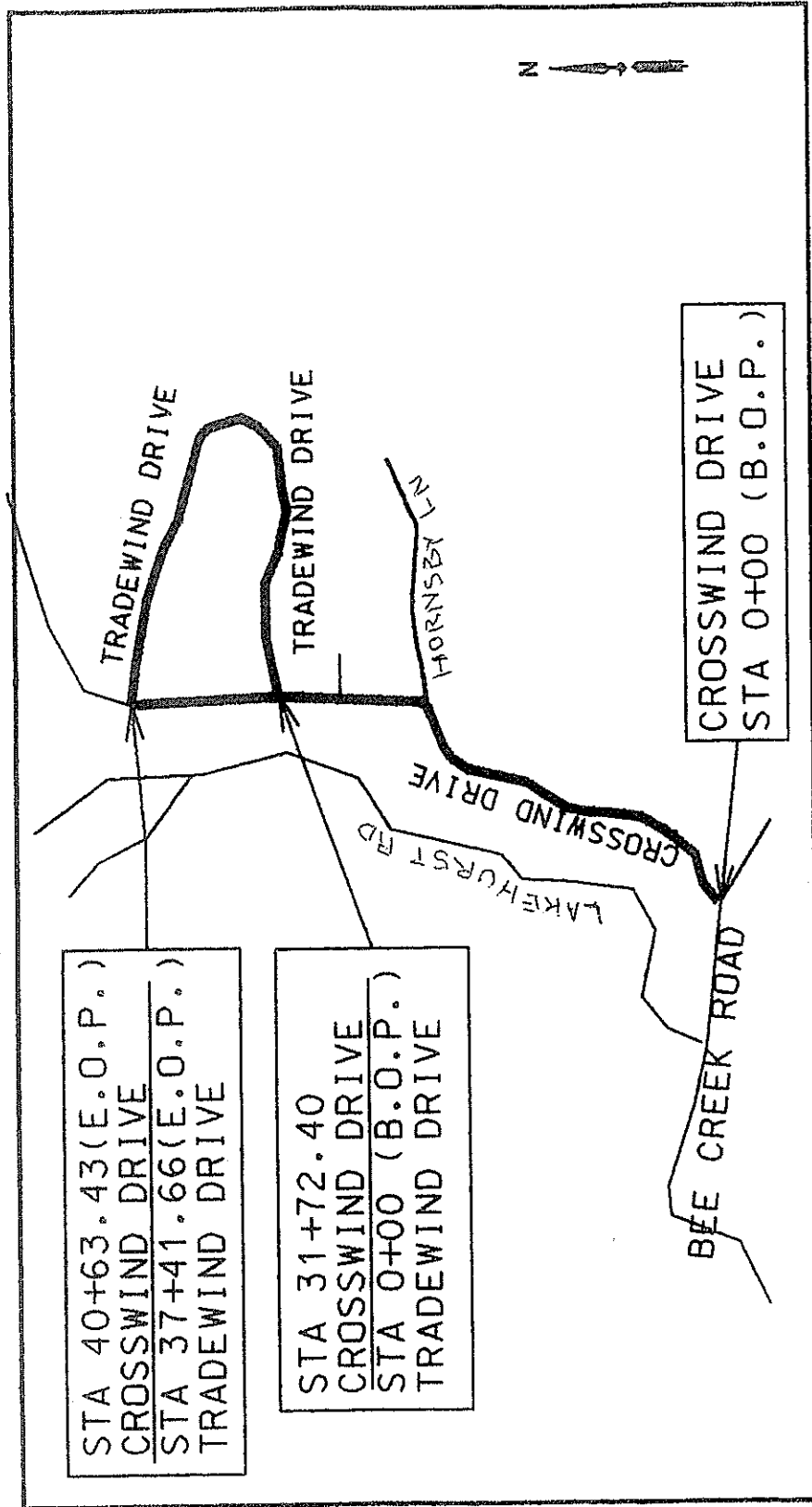
Large Scale map showing limits of acceptance

Street Acceptance Form Executed by TNR

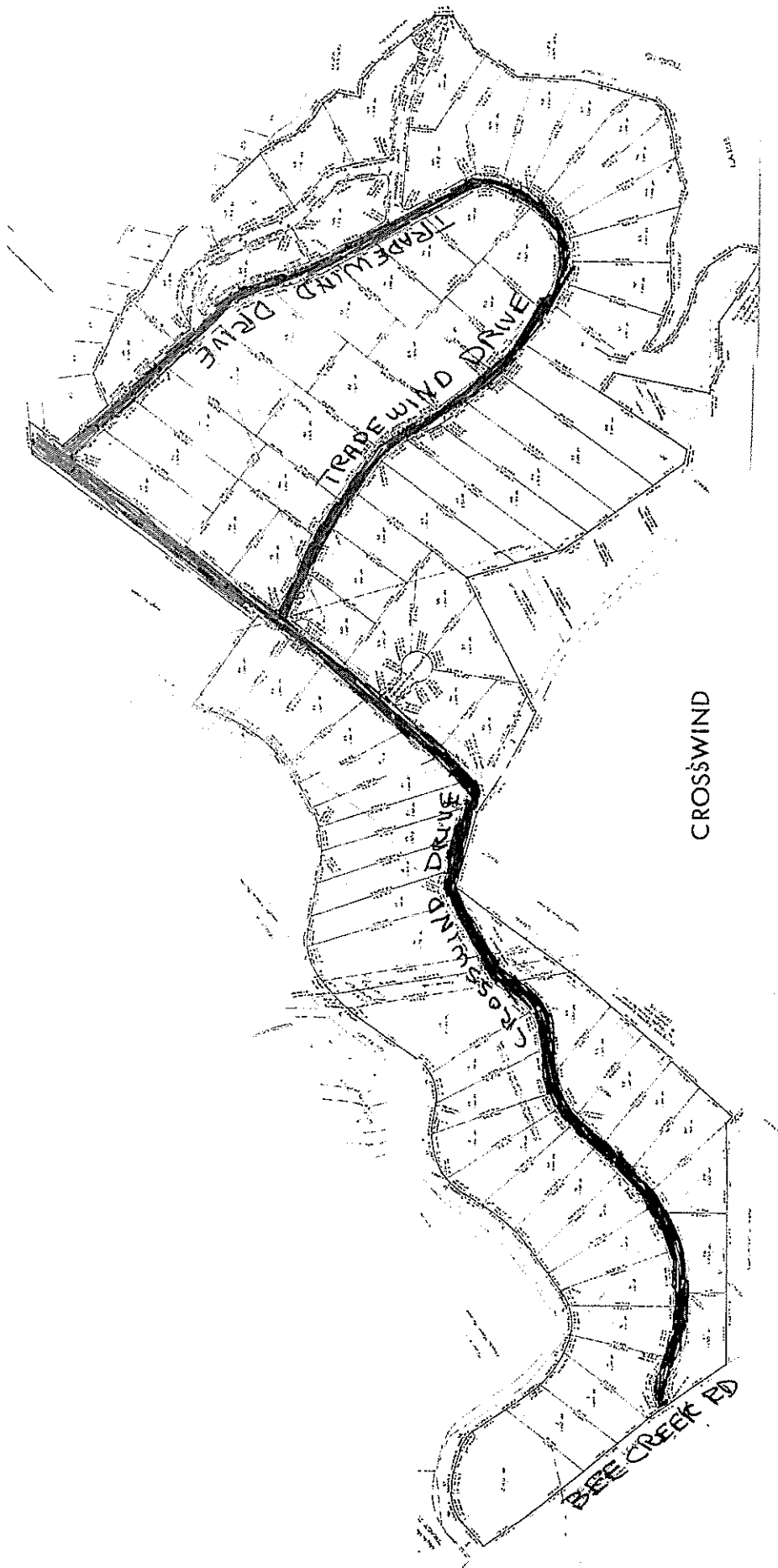
cc: Don Ward, P.E., Road & Bridge Division Director
Scott Lambert, P.E., Pavement Management Engineer
Miguel Villarreal, P.E., Project Manager
Cyd Grimes, Marvin Brice, Purchasing
Gayla Dembkowski, TNR GIS
Darla Vasterling, TNR Development Services
Cynthia McDonald, Brunilda Cruz, Donna Williams-Jones, Financial Services
TNR Central Files

1105 Crosswind Subdivision
4100 Crosswind Drive
4100 Tradewind Drive

NET LENGTH OF PROJECT = 7805 FEET



LOCATION MAP
N.T.S.



ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE

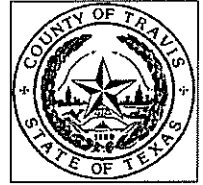
SUBDIVISION

Crosswind Subdivision

Pct.# 3

Mapsco No. 518B, 518F, 518K

Atlas I L-03



RECORDED AT Vol. 34 Page 32 IN THE PLAT RECORDS OF TRAVIS COUNTY 7/3/67

CONTAINS 2 STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF VIDTH OF CURB &		
						PVMNT	PVMNT	GUTTER
1	Crosswind Drive	Bee Creek Rd to northern intersection w/Tradewind Dr	4063	0.77	50'	HMAC	20'	No
2	Tradewind Drive	Crosswind Drive to Crosswind Drive	3742	0.71	50'	HMAC	18'	No
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1 and 2

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1 and 2 TOTALING 1.48 MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 3

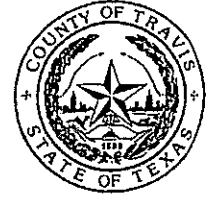
23-Sep-08

DATE

Steve Manilla, P. E.
Public Works Director

- 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

September 10, 2008

MEMORANDUM

TO: Cyd Grimes, Purchasing Agent

FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: Modification #2 – FY08 HMA Overlay Project – Precinct 3 and 4
Contract #08K00275LP
PO #400443

TNR requests the approval of change order number two (2) for the above contract. This modification is for work required to make Tradewind Drive and Crosswind Drive meet minimum county standards to convert this from a substandard road onto a county maintained road. This change order will increase the contract by \$165,590.20 from \$1,798,642.30 to \$1,964,232.50.

The \$165,590.20 is encumbered under requisition number 450014. The account numbers are 475-4994-750-8164 (\$82,500.00) and 506-4931-808-8164 (\$83,090.20) and commodity/sub-commodity is 968/053.

TNR will be posting a concurrent agenda item for acceptance of this road. Steve Manilla will be in Court to make sure that road acceptance is done prior to approval of this change order by Commissioner's Court.

If you have any questions or require additional information, please contact Brunilda Cruz at extension 47679 or Don Ward at extension 49317.

BC: JPG: bc

xc: Lee Perry, Purchasing
Don Ward, TNR
Brunilda Cruz, TNR

16

TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Voting Session: 9/23/2008

Work Session: _____

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

B. Requested Text: Discuss and take appropriate action regarding the approval of License Agreement with John O. Limon for purposes having exclusive use of Webberville Park for the annual Limon Reunion.

C. Approved by: _____
Ron Davis, County Commissioner, Precinct 1

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 official's 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
Jorge Contreras, Park Supervisor	276-9770

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.)

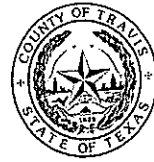
Purchasing Office (854-9700)

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

County Attorney's Office (854-9415)

- x Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Tuesday for the following week's meeting. Late or incomplete 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
FAX (512) 854-9436

September 11, 2008

MEMORANDUM

TO: Members of the Commissioner's Court
FROM: Joseph P. Gieselman, Executive Manager
SUBJECT: Proposed motion to approve License Agreement with John O. Limon.

Proposed Motion:

Approve licensing agreement with John O. Limon for purposes of having exclusive use of Webberville Park to host the annual Limon family reunion for the weekend of October 11th and 12th, 2008.

Summary and Staff Recommendation:

For the past 22 years the Limon family has celebrated their annual reunion at Travis County's Webberville Park. The reunion has always been held in mid October, a time when normal park usage has declined.

In October of 2006 the Commissioner's Court approved a rule prohibiting the display of the consumption of alcoholic beverages. Mr. Limon has requested entering into a License Agreement with Travis County to allow them exception to the rule. The Limon family has traditionally enjoyed the responsible consumption of alcoholic beverages during their annual reunion festivities. Considering the size of the Limon family reunion and its 22-year use of Webberville Park for this annual event, park staff recommends a licensing agreement be approved to allow the Limon family to have exclusive use of the park for the weekend of October 11 & 12, 2008.

Budgetary and Fiscal Impact:

There would be no budgetary or fiscal impact associated with this request. The Limon Family would pay the normal fees for shelter rental and would pay to have an off duty Ranger for security purposes during the Rangers normally unscheduled hours.

Issues and Opportunities:

This is an opportunity to continue with this traditional use of Webberville Park for this family event. This licensing agreement will continue to allow the Limon family to host their annual reunion at Webberville Park and to responsibly consume alcoholic beverages without violating park rules.

Background:

The Limon Family has celebrated their Annual reunion at Travis County's Webberville Park in Precinct 1 for the past 22 years. The individual family members have been patronizing and enjoying the use of Webberville Park since it opened in the early 1980's.

Required Authorizations:

None

Exhibits:

License Agreement
Webberville Map

JPG:kn

4505 Limon Reunion

xc: John Hille, County Attorney
 Charles Bergh, Division Director, Parks
 Robert Armistead, Division Manager, Parks
 Kurt Nielsen, District Park Manager
 Dan Chapman, Chief Park Ranger
 Jorge Contreras, Webberville Park Supervisor

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 John Limon ("Licensee"), an individual residing in Travis County, Texas.

WITNESSETH

THAT WHEREAS, Licensee desires to use certain property located in that park known as Travis County Webberville Park (the "County Park") for the purpose of holding the "Annual Limon Family Reunion" (the "Event"), and County desires to allow Licensee use of the County Park for such purpose; and

WHEREAS, Licensee fully understands the fragile nature of the habitat of the County Park 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 Park and to restore the County Park to its original condition after Licensee has completed the Event.

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 family members and friends, invitees, independent contractors and agents to enter and use approved areas within the County Park in connection with the Event (the "License"). Approved areas include those roadways, trails, and park areas, restroom and shelter facilities, and other park amenities in the licensed area, together with their associated rights-of-way, shown on **Exhibit A**, attached hereto and made a part hereof for all purposes. Closure to the general public during the Event will include all of Webberville County Park.

1.2 The License includes the right to bring onto the County Park and to utilize thereon independent contractors and suppliers, personal property,

materials and equipment during the term of the License. Solely for the duration of the License Term, as defined below, the License also includes the right to bring alcoholic beverages into the County Park and to consume such beverages during the Event, an exception to the Travis County Park Rules currently in effect. Such permission shall terminate automatically upon conclusion of the License Term.

1.3 Licensee agrees to make no structural changes to the County Park. However, the License allows for superficial preparation to be made to the County Park to facilitate Licensee's Event needs. Licensee agrees to leave the County Park 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 Park 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 Park by Licensee and its employees, agents, independent contractors and suppliers. At no time will Licensee be permitted to bring onto or into the County Park a number of vehicles that exceeds the capacity of the County Park 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 park neighbors.

II. TERM OF LICENSE

2.1 The License is granted from 7:30 p.m. Friday, October 10, 2008 until 7:30 p.m. Sunday, October 12, 2008 (the "License Term"). The License Term expressly includes the right to camp overnight in the County Park, an exception to current Travis County Park Rules. 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 be required to pay all County Park entry fees (if any), and all normal and customary fees charged to the public for shelter rental.

3.2 During the License Term, 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 Division of Parks) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement. At a minimum, Licensee shall provide: (a) one Park Ranger (with vehicle) on-site beginning at midnight on Friday, October 10, 2008 until 8:00 a.m. on Saturday, October 11, 2008; and (b) one Park Ranger (with vehicle) on-site beginning at midnight on Saturday, October 11, 2008 until 8:00 a.m. on Sunday, October 12, 2008.

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 Park.

5.2 Licensee agrees to attend a pre-site meeting with TNR representatives prior to commencement of the Event. 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 Except as provided herein, Licensee and its agents shall at all times follow the Travis County Parks Rules, including the prohibition against glass containers and fireworks. TNR staff shall provide a copy of all Travis County Park Rules 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 Park for any purpose other than that set forth herein. Licensee, at its sole cost and expense, shall repair or replace any damage to the County Park caused by Licensee or any person entering the County Park in connection with the Event.

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 PARK.

VIII. SAFETY

8.1 County reserves the right to prohibit persons from entering the County Park 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.

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: John Limon
 908 Calle Limon
 Austin, Texas 78702

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 ARE 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

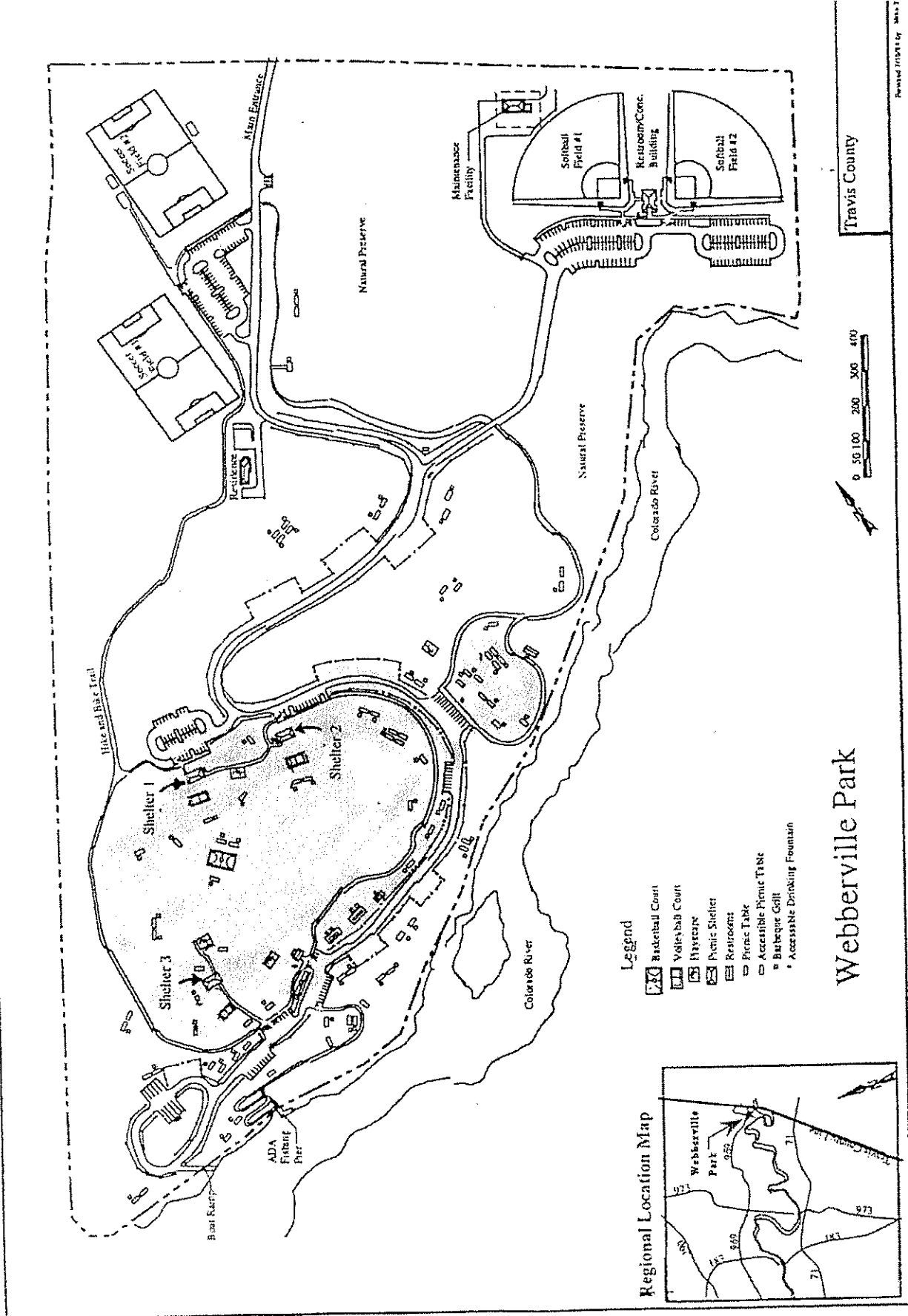
Date: _____

LICENSEE:

By: John Limon
John Limon

Date: 9-08-08

5



For more information about this or any other Travis County Park, please call 473-9437

Travis County Commissioners Court Agenda Request

Voting Session 9/23/08
(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:

- 1) Consider and grant an exemption from platting requirements for, and/or take other appropriate action on, The Cottages at the Reserve at Lake Travis – thirty-three (33) single-family units in twenty-three (23) structures (Lots 55 and 56, The Reserve at Lake Travis – 21.994 total acres – water to be provided by the Coves Water Supply Corporation, and sewage service to be provided by on-site wastewater systems permitted by LCRA).
- 2) Approve a construction agreement for The Cottages at the Reserve at Lake Travis Condominium Project

C. Approved by:

Commissioner Gerald Daugherty, Precinct Three

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

AG
Teresa Calkins: 854-7569 Stacey Scheffel: 854-7565
Anna Bowlin: 854-7561 Chris Gilmore: 854-9415

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

September 12, 2008

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

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

SUBJECT: The Cottages at the Reserve at Lake Travis Condominiums and Commercial Site Plan

PROPOSED MOTION:

- 1) Consider and grant an exemption from platting requirements for, and/or take other appropriate action on, The Cottages at the Reserve at Lake Travis – thirty-three (33) single-family units in twenty-three (23) structures (Lots 55 and 56, The Reserve at Lake Travis – 21.994 total acres – water to be provided by the Coves Water Supply Corporation, and sewage service to be provided by on-site wastewater systems permitted by LCRA).
- 2) Approve a construction agreement for The Cottages at the Reserve at Lake Travis Condominium Project

SUMMARY AND STAFF RECOMMENDATION:

The condominium development consists of 33 single-family single-unit structures on 24.778 acres and will be served by private drives accessing Flying J Boulevard and Seabicut Cove, both private streets in the Reserve at Lake Travis subdivision. All condominium access drives will be private with maintenance and taxes being the responsibility of the condominium association.

Of the 33 units, 25 of the units, in nineteen separate structures, have footprints located within the 716' msl effective FEMA floodplain of Lake Travis. The applicant proposes to construct fill supported by retaining walls that allows for a first-floor garage level within the floodplain, and a first finished floor elevation for living spaces at or above 717' msl, one foot above the current 716' msl floodplain elevation. The applicant also proposes to provide compensating volume within the flood pool of Lake Travis to replace the flood storage in the lake displaced by the proposed fill. LCRA has approved the

condominium and commercial site plan project, and although LCRA does not issue individual permits for dredge operations, LCRA has indicated concurrence with the plan to mitigate the floodplain volume as long as the applicant adheres to LCRA guidelines.

Water will be provided by the Coves Water Supply Corporation, and sewage services will be provided by on site sewerage facilities permitted by LCRA. The Travis County Fire Marshall Office has also reviewed and approved the proposed site plan.

No detention facilities are proposed for the development since drainage conveyance is provided directly to Lake Travis. Permanent water quality improvements are proposed to address interim rule water quality requirements, and satisfy LCRA Highland Lakes Watershed Ordinance requirements. These improvements include pervious concrete pavement in private drive and parking areas, and bio-retention filter strips between the development and Lake Travis normal pool elevation. In order to provide assurance to the Court that infrastructure and drainage improvements will be completed prior to occupancy of the residences, the developer has executed and provided a Condominium Construction Agreement. A copy of construction agreement is attached to this memorandum.

On June 24, 2008, variances to certain requirements of Chapter 82 were approved with the Reserve at Lake Travis Preliminary Plan. Of those, two apply to the subject project: waterway buffer zone on Lake Travis, and cut and fill depth for land balancing.

The environmental study of this property required under the Interim Rules indicates that no environmentally valuable features were discovered within the site plan area.

The applicant has paid parkland fees in the amount of \$11,704.00 and construction inspection fees in the amount of \$1,597.50 on August 18, 2008.

As this condominium site plan application meets Travis County standards with the approved variances, TNR staff supports:

- 1) granting an exemption to platting for the proposed condominium project;
- 2) approval of the construction agreement.

ISSUES:

None.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

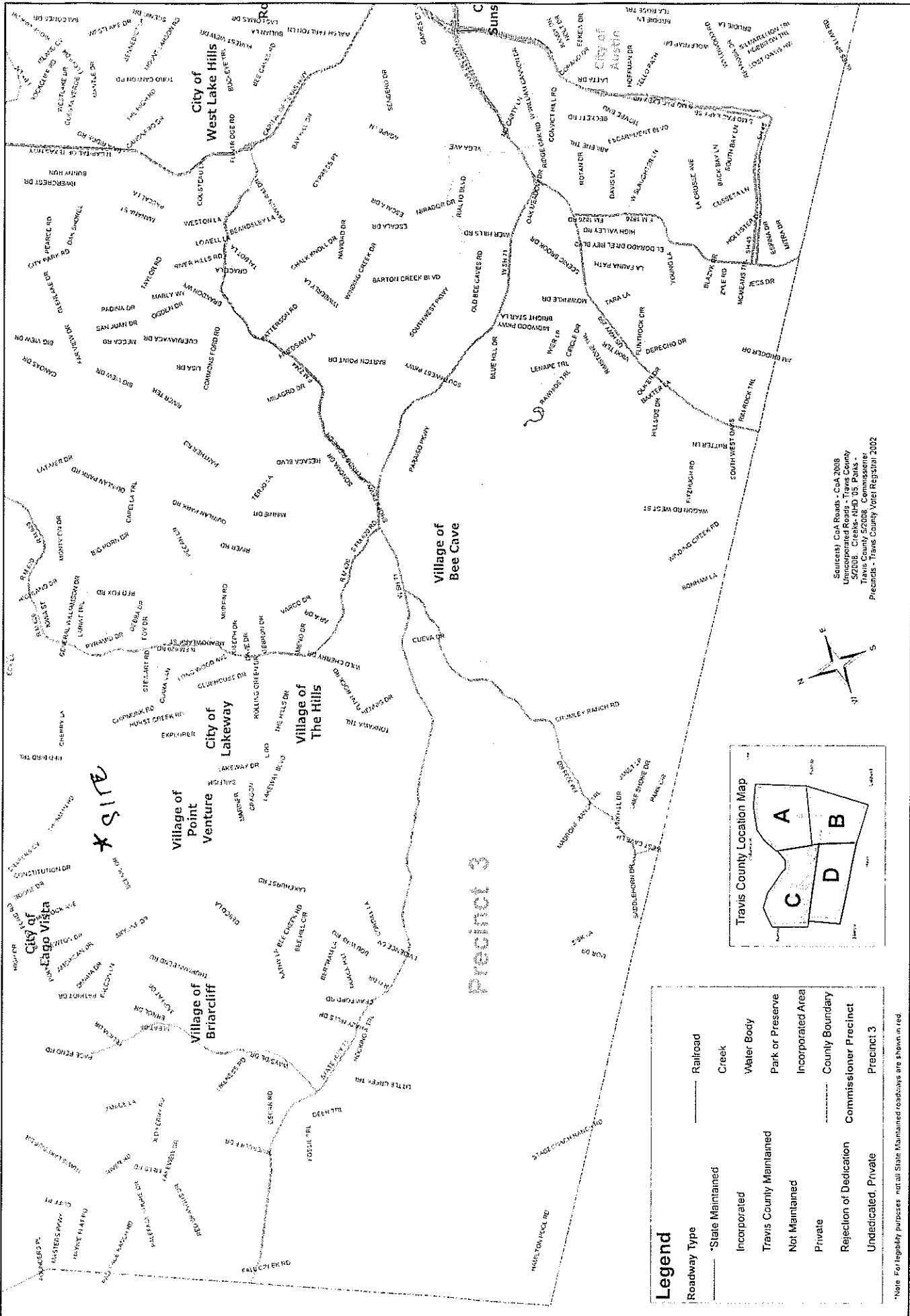
None.

EXHIBITS:

Location map

Condominium Construction Agreement

Site Plan

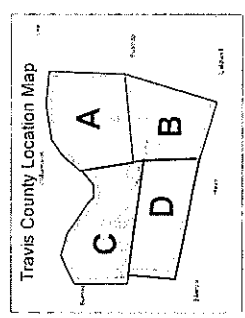
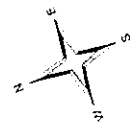


Map Prepared by Travis County
 Dept of Transportation & Natural
 Resources Date 9/19/2008
 For many counties in Texas



Travis County Roadways, Map D

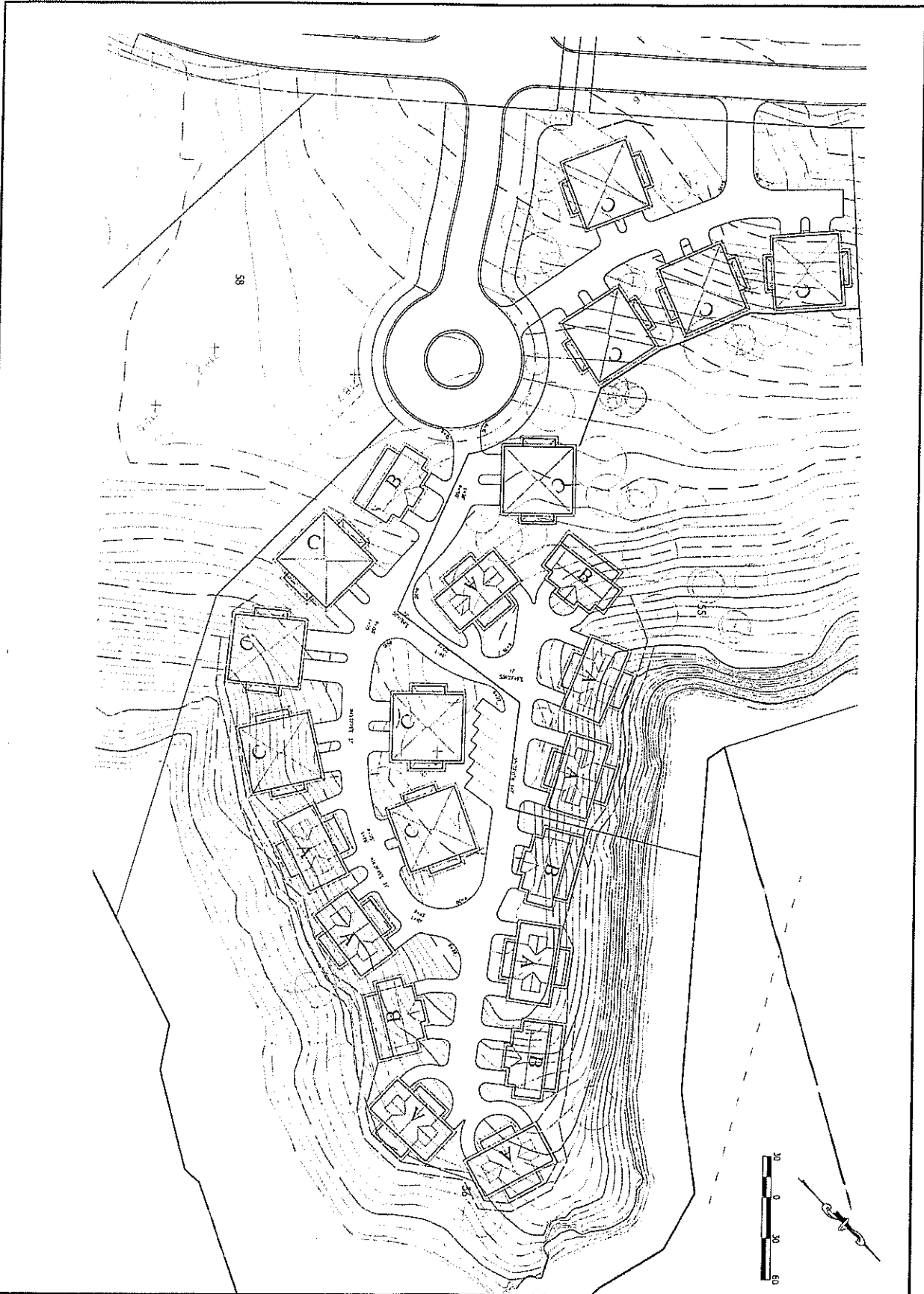
Sources: C&A Roads - C&A 2008
 Unincorporated Roads - Travis County
 5/2008, Creeks - RHD 05 Parks -
 Travis County 5/2008, Commissioner
 Precincts - Travis County Voter Registrar 2002



Legend	
	Railroad
	*State Maintained
	Incorporated
	Travis County Maintained
	Not Maintained
	Private
	Rejection of Dedication
	Undedicated, Private
	County Boundary
	Commissioner Precinct
	Precinct 3

*Note: For legibility purposes, not all State Maintained roadways are shown in red.
 Map Disclaimer: This map was created for the Travis County Sign Crew for identifying Travis County's maintained roadways. The data is provided "as is" and we do not warrant its accuracy. For questions, contact the Travis County GIS Coordinator at 512.520.5555.
 Text Scale:
 1 inch equals 1,000 miles
 1 inch equals 5,280 feet

EXHIBIT "B"



DATE	DESCRIPTION
9/19/08	FINAL
9/19/08	ISSUED FOR PERMIT
9/19/08	ISSUED FOR CONSTRUCTION
9/19/08	ISSUED FOR RECORD

RESERVE AT LAKE TRAVIS
THE RESERVE AT LAKE TRAVIS
CONDO REGIME
SITE PLAN

CMA ENGINEERING, INC.
4200 WEST HIGHWAY 79, SUITE 100
AUSTIN, TEXAS 78757 (512) 994-1250

--	--	--

HAL JONES

August 14, 2008

Ms. Teresa Calkins, P.E.
Travis County Dept. of Transportation and Natural Resources
Planning & Engineering
411 W. 13th Street, 9th Floor
Austin, Texas 78701

Dear Ms. Calkins:

RE: THE RESERVE AT LAKE TRAVIS

In connection with the final plat submittal for The Reserve at Lake Travis, enclosed are the following items:

1. Condominium Construction Agreement, signed & notarized (original).
2. Check #1130 i/a/o \$11,704.00 for parkland fees referenced in Section 4 of the agreement.
3. Check #1132 i/a/o \$1,597.50 for inspection fees referenced in Section 4 of the agreement.

If you have any questions or concerns regarding the enclosed items, please contact me at 512-402-1400 or 512-695-7795.

Sincerely,



Jennifer A. Proffitt
Paralegal

Enclosures

cc: Clint Jones
Julie Huls
Hal Jones

THE RESERVE AT LAKE TRAVIS
CONDOMINIUM CONSTRUCTION AGREEMENT
Travis County, Texas

THIS CONDOMINIUM CONSTRUCTION AGREEMENT is made and entered into by and between The Reserve at Lake Travis, LLC, a Texas limited liability company, 12117 Bee Cave Road, Suite 240, Austin, Texas 78738 (the "**Developer**"), and Travis County, Texas, P.O. Box 1748, Austin, Texas 78767 (the "**County**"), hereinafter collectively referred to as the "**Parties**", for the purposes and consideration stated.

A. The Developer is in the process of developing a condominium regime (the "**Regime**") on approximately 3.53 acres of real property located in Travis County, Texas, more particularly described in Exhibit "A" (the "**Property**") and desires to develop the Regime in one phase.

B. The Developer and the County desire to provide for the orderly development of the Regime, including the completion of the private roadway (the "**Private Roadway**") and drainage improvements (the "**Drainage Improvements**") described in the Condominium Site Plan for The Reserve at Lake Travis ("**Construction Plans**").

C. The Private Roadway will be constructed in one phase, as described in the Construction Plan and as depicted in Exhibit "B".

D. The Developer and the County desire to establish a process to coordinate the improvement of the Private Roadway and Drainage Improvements with the phased development of the Property;

NOW, THEREFORE, in consideration of these premises and the promises contained herein, the Developer and the County agrees as follows:

1. Subject to the terms in this Agreement, Travis County hereby grants the Developer an exemption from the requirement that the Developer prepare, obtain County approval for, and file in the official public records of the County a subdivision plat for the Regime.

2. Subject to the conditions contained in this paragraph, the County will issue a development permit to the Developer for construction of the Private Roadway and the Drainage Improvements serving the development. Prior to the occupancy of any residential unit in the development, Developer will be required to complete the Private Roadway and Drainage Improvements serving the development. Completion will be evidenced by a letter of concurrence from a licensed professional engineer that the Private Roadway and Drainage Improvements have been completed in accordance with the Construction Plans. Upon delivery to and approval by the County of a letter of concurrence from a licensed professional engineer that the Private Roadway and Drainage Improvements have been completed in accordance with the Construction Plans, the County shall execute, acknowledge and deliver to then current owner for the phase, an instrument in the form of Exhibit "C" for recordation in the Official Public Records of Travis County, Texas, releasing the development from all of the terms, provisions and requirements of this Condominium Construction Agreement.

3. If the Developer makes any revision to the Construction Plans modifying the Private Roadway or Drainage Improvements or the phasing plan reflected on such Construction Plans, and such revision is revised and approved, the County and the Developer will, to the extent required, either amend this Agreement or enter into an additional or supplemental agreement(s) to coordinate the phasing process and the future improvements of the Private Roadway.

4. Prior to the County's issuance of the development permit, the Developer shall pay fees in lieu of park land dedication for all phases in the amount of \$11,704.00. In addition, the Developer shall pay inspection fees in the amount of \$1.25 per linear foot of street, in the total amount of \$1,597.50, to be paid prior to the issuance of the construction permit for each phase.

5. Miscellaneous Provisions. All rights, privileges, and remedies afforded the Parties and cumulative and not exclusive and the exercise of any remedy will not be deemed a waiver of any other right, remedy, or privilege. The Parties agree that the granting of equitable remedies may, and probably will, be necessary in the event of a violation of the restriction. If any provision of this agreement is unenforceable, to the extent the unenforceability does not destroy the basis of the bargain between the Parties, this agreement will construed as if the unenforceable provision had never been a part of this agreement.

EXECUTED to be effective on the date fully executed by the parties.

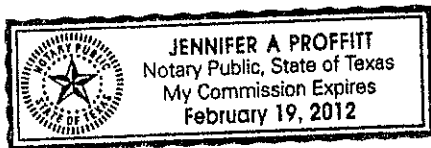
By: THE RESERVE AT LAKE TRAVIS, LLC

By: [Signature]
Hal Jones
President

Date: August 13, 2008

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 13 day of August, 2008, by Hal Jones, President of The Reserve at Lake Travis, LLC, a Texas limited liability company, on behalf of said company.



[Signature]
Notary Public Signature

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

Date: _____

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

The instrument was acknowledged before me on the day of _____,
_____, by _____ of Travis County, Texas in the capacity stated.

Notary Public, State of Texas

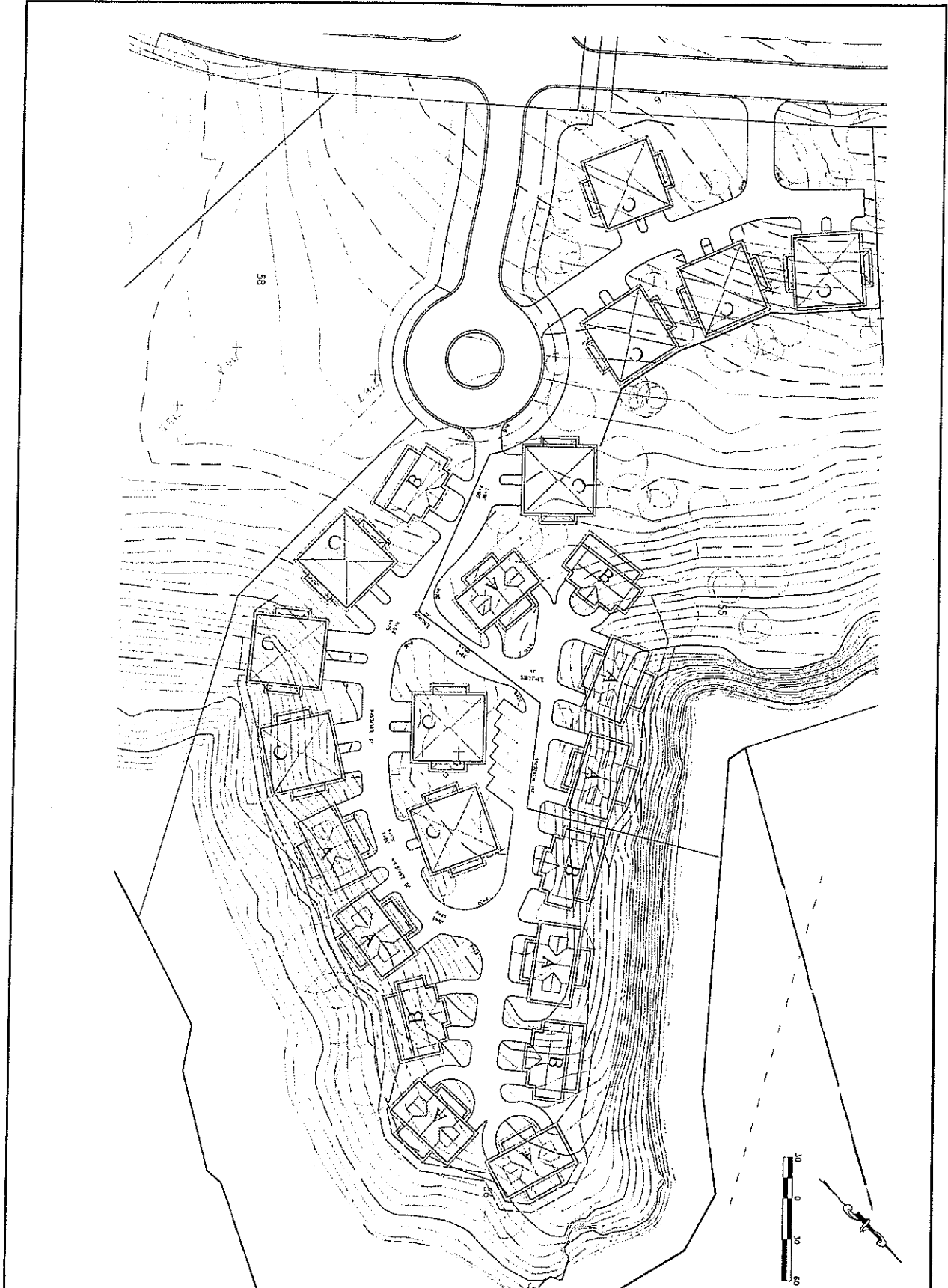
After Recording Return to:
Travis County, Texas
Attn: Transportation and Natural Resources Department
P.O. Box 1748
Austin, Texas 78767

EXHIBIT "A"

PROPERTY DESCRIPTION

Approximately 3.53 acres of land, being a portion of Lots 55 and 56 of The Reserve at Lake Travis Subdivision, a subdivision located in Travis County, Texas, according to the plat thereof to be recorded or recorded in Document No. _____, Official Public Records of Travis County, Texas.

EXHIBIT "B"



<p>NO. 10 DATE BY CHECKED DATE BY</p>	<p>RESERVE AT LAKE TRAVIS THE RESERVE AT LAKE TRAVIS CONDO REGIME SITE PLAN</p>	<p>CMA ENGINEERING, INC. 1410 WEST HIGHWAY 291, SUITE 100, GUNNERSVILLE, TEXAS 78113 (512) 844-3333</p>	
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EXHIBIT "C"

Release of Condominium Construction Agreement

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

THAT Travis County, Texas, the beneficiary of that certain "Condominium Construction Agreement" which is filed of record as Document No. _____ in the Official Public Records of Travis County, Texas (the "**Construction Agreement**") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby release that certain real property in Travis County, Texas, which is described on Exhibit " " attached hereto and incorporated herein by reference (the "**Released Property**") from all of the terms, provisions and requirements of the Construction Agreement. From and after the date of this instrument, the Construction Agreement shall no longer affect or encumber the Released Property in any way.

Executed by the undersigned on the date set forth hereinbelow.

TRAVIS COUNTY, TEXAS

By: _____
Printed Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledge before me on the ____ day of _____, 2008 by _____ of Travis County, Texas, a political subdivision of the State of Texas, on behalf of said County.

Notary Public Signature

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Travis County Commissioners Court Agenda Request

Voting Session September 23, 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 \$339,389.67, for the period of September 5, 2008 to September 11, 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)

08 SEP 18 AM 10:12
RECEIVED
COUNTY JUDGE'S OFFICE

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: September 23, 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: September 5, 2008 to September 11, 2008

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$339,389.67

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 \$339,389.67.

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
SEPTEMBER 5, 2008 TO SEPTEMBER 11, 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.

Last Updated 9-19-08 at 12:20 pm TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: September 23, 2008
 TO: Susan Spataro, County Auditor
 FROM: Dan Mansour, Risk Manager
 COUNTY DEPT.: Human Resources Management Department (HRMD)

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

PERIOD OF PAYMENTS PAID:
 FROM: September 5, 2008
 TO: September 11, 2008

REIMBURSEMENT REQUESTED: \$ 339,389.67

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,063,106.42
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: September 16, 2008	\$ (723,716.92)
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 339,389.67
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 339,389.67

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

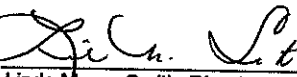
All claims over \$25,000 (1 this week totaling \$38,272.22) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

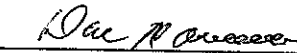
Fifteen percent (15%) of all claims under \$25,000 (\$48,953.44) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount 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 \$146,703.94.

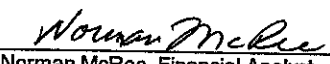
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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.

 9/17/08
 Linda Moore Smith, Director Date

 9-17-08
 Dan Mansour, Risk Manager Date

 9/17/08
 Cindy Purinton, Benefit Contract Administrator Date

 9/17/08
 Norman McRee, Financial Analyst Date

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

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

FROM: UNITEDHEALTH GROUP
AB5

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2008-09-12 REQUEST AMOUNT: \$1,663,106.42

CUSTOMER ID: 00000701254
CONTRACT NUMBER: 00701254 00709445
BANK ACCOUNT NUMBER: 0475012038
FUNDING ABA NUMBER: 02:000021
FREQUENCY: FRIDAY INITIATOR: CUST METHOD: ACH BASIS: BALANCE
ADVICE FREQUENCY: DAILY

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2008-09-11	\$44,043.37
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
<hr/>	
= UNDER DEPOSIT:	\$1,094,674.63
+ CURRENT DAY NET CHARGE:	\$31,568.21
+ FUNDING ADJUSTMENTS:	\$00.00
<hr/>	
REQUEST AMOUNT:	\$1,663,106.42

ACTIVITY FOR WORK DAY: 2008-09-05

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$17,934.12	\$00.00	\$17,934.12
TOTAL:	\$17,934.12	\$00.00	\$17,934.12

ACTIVITY FOR WORK DAY: 2008-09-08

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$24,290.78	\$00.00	\$24,290.78

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2008_09_11

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	-33 Q3		52881131	AH	6	9/1/2008	50	9/11/2008	9/11/2008
701254	632	-34.59 Q3		52299191	AA	1	9/2/2008	50	9/8/2008	9/11/2008
701254	632	-40 NN		SSN0000AL		0	9/2/2008	600	9/8/2008	9/11/2008
701254	632	-66 Q3		52881133	AH	6	9/1/2008	50	9/11/2008	9/11/2008
701254	632	-73.03 Q3		32377711	AA	1	9/5/2008	50	9/11/2008	9/11/2008
701254	632	-87.3 UU		84323831	AA	5	6/18/2008	50	9/9/2008	9/11/2008
701254	632	-100.12 UU		75362251	AH	1	6/5/2008	50	9/11/2008	9/11/2008
701254	632	-123.75 UU		88256537	AI	3	6/24/2008	50	9/10/2008	9/11/2008
701254	632	-131.58 UR		63427722	AI	11	9/6/2008	50	9/12/2008	9/11/2008
701254	632	-133.3 NN		SSN0000AL		0	9/5/2008	600	9/11/2008	9/11/2008
701254	632	-135.68 Q3		25619841	AH	1	6/9/2008	50	9/12/2008	9/11/2008
701254	632	-281.07 NN		SSN0000AL		0	9/2/2008	600	9/8/2008	9/11/2008
701254	632	-315 NN		SSN0000AL		0	9/3/2008	600	9/9/2008	9/11/2008
701254	632	-334.01 UU		67565291	AH	1	5/23/2008	50	9/11/2008	9/11/2008
701254	632	-2244.07 UV		15579115	AH	9	9/4/2008	50	9/10/2008	9/11/2008
701254	632	-3303.55 NN		SSN0000AL		0	9/4/2008	600	9/10/2008	9/11/2008
701254	632	-3576.25 Q3		440341	AH	5	9/8/2008	50	9/10/2008	9/11/2008
701254	632	-38272.22 NN		SSN0000AL		0	9/3/2008	600	9/9/2008	9/11/2008
701254	632	-97368.29 NN		SSN0000AL		0	9/8/2008	600	9/12/2008	9/11/2008

339,389.67

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

For the payment week ending: 09/11/2008

<i>CONTR #</i>	<i>TRANS_AMT</i>	<i>SRS</i>	<i>CHK #</i>	<i>GRP</i>	<i>ACCT#</i>	<i>ISS_DATE</i>	<i>TRANS_CODE</i>	<i>TRANS_DATE</i>
----------------	------------------	------------	--------------	------------	--------------	-----------------	-------------------	-------------------

Total: \$0.00

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 9/11/2008

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
EE	526-1145-522.45-28	92,276.57
RD	526-1145-522.45-29	279.44
RR	526-1145-522.45-29	5,045.74
Total CEPO		\$97,601.75
EPO		
EE	526-1145-522.45-20	116,597.45
RR	526-1145-522.45-21	8,396.47
Total EPO		\$124,993.92
PPO		
EE	526-1145-522.45-25	100,423.93
RR	526-1145-522.45-26	16,370.07
Total PPO		\$116,794.00
Grand Total		\$339,389.67

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Travis County Commissioners Court Agenda Request

Voting Session 9/23/08
(Date)

Work Session _____
(Date)

I. Request made by:

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

Routine Personnel Actions

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

II. Additional Information

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

III. Required Authorizations: Please check if applicable:

_____ Planning and Budget Office (854-9106)

_____ Human Resources Management Department (854-9165)

_____ Purchasing Office (854-9700)

_____ County Attorney's Office (854-9415)

_____ County Auditor's Office (854-9125)



HRMD

Human Resources Management Department

1010 Lavaca Street, 2nd Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203


September 23, 2008

ITEM # :

DATE: September 12, 2008

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

VIA: Alicia Perez, Executive Manager, Administrative Operations

FROM: Linda Moore Smith, Director, HRMD 

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 6.

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

LMS/LAS/clr

Attachments

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

WEEKLY PERSONNEL AMENDMENTS --- ROUTINE

NEW HIRES				
Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
County Atty	35	Attorney II**	22 / Minimum / \$54,223.31	22 / Minimum / \$54,223.31
County Atty	90	Law Clerk I (Part-time)	14 / Minimum / \$15,778.26	14 / Minimum / \$15,778.26
County Clerk	129	Court Clerk Asst*	11 / Minimum / \$25,773.07	11 / Minimum / \$25,773.07
JP Pct 5	9	Court Clerk I	13 / \$32,081.46	13 / \$32,081.46
Juvenile Court	165	Juvenile Res Trt Ofcr I* **	11 / Minimum / \$25,773.07	11 / Minimum / \$25,773.07
Juvenile Court	555	Office Asst	8 / Level 4 / \$23,545.60	8 / Level 4 / \$23,545.60
Juvenile Court	599	Juvenile Detention Ofcr I**	11 / Level 3 / \$28,100.80	11 / Level 3 / \$28,100.80
Juvenile Court	600	Juvenile Res Trt Ofcr I**	11 / Level 1 / \$26,540.80	11 / Level 1 / \$26,540.80
Sheriff	8	Financial Manager	24 / \$88,783.55	24 / \$88,783.55
Sheriff	448	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Sheriff	660	Security Coord	12 / Level 6 / \$32,531.20	12 / Level 6 / \$32,531.20
Sheriff	1736	Cadet**	80 / Step 1 / \$33,750.91	80 / Step 1 / \$33,750.91
Tax Collector	53	Tax Specialist I (Part-time)	12 / Minimum / \$20,679.83	12 / Minimum / \$20,679.83
Tax Collector	109	Tax Specialist II*	14 / Level 2 / \$33,446.40	14 / Level 2 / \$33,446.40
TNR	214	Road Maint Worker	8 / \$25,812.80	8 / \$25,812.80
TNR	238	Road Maint Worker	8 / \$27,060.80	8 / \$27,060.80
* Temporary to Regular		** Actual vs Authorized		

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
District Atty	20035	Law Clerk II	18 / \$19.88	18 / \$19.88	02
Juvenile Court	50110	Juvenile Res Trt Ofcr Asst	10 / \$11.58	10 / \$11.58	05
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

TEMPORARY APPOINTMENTS

Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
Juvenile Court	50194	Juvenile Detention Ofcr Asst	10 / \$11.58	10 / \$11.58	05
Probate Court	20006	Law Clerk I	14 / \$17.37	14 / \$17.37	02
Probate Court	20019	Law Clerk I	14 / \$17.37	14 / \$17.37	02
Probate Court	20020	Law Clerk I	14 / \$17.37	14 / \$17.37	02
TNR	50111	School Crossing Guard I	5 / \$10.00	5 / \$10.00	05

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

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

Dept. (From)	Slot – Position Title – Salary	Dept. (To)	Slot – Position Title – Salary	Comments
County Clerk	Slot 23015 / Elec Clk – Operations Clk IV / Grd 11 / \$13.00	County Clerk	Slot 20119 / Elec Clk – Operations Clk V / Grd 13 / \$15.00	Election worker reassignment.

CAREER LADDERS – POPS

Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	455	Cadet* / Grd 80	Corrections Officer / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	476	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	502	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	769	Corrections Officer* / Grd 81	Corrections Officer Sr / Grd 83	\$38,737.92	\$42,107.10	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1411	Cadet* / Grd 80	Corrections Officer* / Grd 81	\$33,750.91	\$38,737.92	Career Ladder. Peace Officer Pay Scale (POPS).

* Actual vs Authorized

CAREER LADDERS – NON-POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Juvenile Court	86	Juvenile Detention Ofcr I* / Grd 11	Juvenile Detention Ofcr II* / Grd 12	\$28,360.40	\$29,778.42	Career Ladder. Pay is between min and midpoint of pay grade.
* Actual vs Authorized						

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
County Clerk	Slot 51 / Court Clerk Asst / Grd 11 / \$27,338.53	County Clerk	Slot 37 / Court Clerk I / Grd 13 / \$33,051.20	Promotion. Pay is between min and midpoint of pay grade.
County Clerk	Slot 79 / Office Specialist / Grd 10 / \$28,918.37	County Clerk	Slot 40 / Court Clerk I / Grd 13 / \$32,156.80	Promotion. Pay is between min and midpoint of pay grade.
JP Pct 3	Slot 3 / Court Clerk II Sr / Grd 16 / \$41,594.01	JP Pct 3	Slot 3 / Court Clerk II Sr / Grd 16 / \$43,673.71	Salary adjustment. Pay is between min and midpoint of pay grade.
Juvenile Court	Slot 73 / Juvenile Probation Ofcr II / Grd 14 / \$37,031.61	Juvenile Court	Slot 71 / Juvenile Probation Ofcr III / Grd 15 / \$38,883.19	Promotion. Pay is between min and midpoint of pay grade.
Juvenile Court	Slot 175 / Juvenile Probation Ofcr III / Grd 15 / \$48,335.50	Juvenile Court	Slot 67 / Juvenile Probation Ofcr III / Grd 15 / \$48,335.50	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Juvenile Court	Slot 320 / Juvenile Probation Ofcr III / Grd 15 / \$39,325.72	Juvenile Court	Slot 488 / Juvenile Probation Ofcr III / Grd 15 / \$39,325.72	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Pretrial Services	Slot 11 / Pretrial Officer I / Grd 13 / \$32,078.82	Pretrial Services	Slot 75 / Pretrial Officer II / Grd 14 / \$33,682.69	Promotion. Pay is between min and midpoint of pay grade.
Pretrial Services	Slot 75 / Pretrial Officer I* / Grd 13 / \$30,388.80	Pretrial Services	Slot 11 / Pretrial Officer I / Grd 13 / \$30,388.80	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
* Actual vs Authorized				

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Sheriff	Slot 404 / Cert Peace Officer Sr / Grd 84 / \$61,933.04	Sheriff	Slot 560 / Cert Peace Officer Sr / Grd 84 / \$61,933.04	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 948 / Office Specialist Sr / Grd 12 / \$29,036.70	Sheriff	Slot 651 / Security Coord / Grd 12 / \$29,036.70	Lateral transfer. Employee transferred to different slot, different position, same department, same pay grade, retains current pay.
Sheriff	Slot 972 / Corrections Officer Sr* / Grd 83 / \$43,177.06	Sheriff	Slot 249 / Corrections Officer Sr / Grd 83 / \$43,177.06	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Tax Collector	Slot 39 / Tax Specialist II / Grd 14 / \$39,289.17	Tax Collector	Slot 77 / Tax Specialist III / Grd 15 / \$39,485.62	Promotion. Pay is between min and midpoint of pay grade.
Tax Collector	Slot 105 / Tax Specialist II / Grd 14 / \$33,799.41	Tax Collector	Slot 130 / Tax Specialist III / Grd 15 / \$33,968.41	Promotion. Pay is between min and midpoint of pay grade.
* Actual vs Authorized				

THIS SECTION LEFT INTENTIONALLY BLANK.

AD HOC CLASSIFICATION CHANGES							
Dept.	Slot #	Current			HRMD Recommends		
		Auth Position Title / Position #	FLSA	Pay Grade	Position Title / Position #	FLSA	Pay Grade
Juvenile Probation	57	Juvenile Probation Ofcr II / 15388	NE	15	Juvenile Probation Ofcr III / 16389	NE	16
Juvenile Probation	74	Juvenile Probation Ofcr II / 15388	NE	15	Juvenile Probation Ofcr III / 16389	NE	16
Juvenile Probation	583	Chem Dependency Counselor / 15075	NE	15	Social Svcs Prgm Coord / 17564	E	17
Criminal Justice Planning	8	Administrative Assoc / 14506	NE	14	Executive Asst / 16520	E	16
Emergency Medical Service	TBA	--	--	--	Division Commander*	E	28
Emergency Medical Service	TBA	--	--	--	District Commander*	E	25

Departments requested in order to meet departmental needs. PBO has confirmed funding. *This action approves pay grade and FLSA. Job descriptions will be submitted for Commissioners Court approval in the future.

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

21 ✓

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: Sept. 23, 2008

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

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION ON
5th ANNUAL TRAVIS COUNTY WELLNESS FAIR, BROWN SANTA
5K RUN/WALK AND KIDS 5K, AND DECKER CHALLENGE
HALF MARATHON

C. Approved by: _____
Signature of Commissioner or Judge

II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).
B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:
Donna Stirman, 854-9165; Dan Mansour, 854-9165;
Michael Norton, 854-4900; Steven Broberg, 854-9575;
Harvey Davis, 854-9106

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

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

WELLNESS

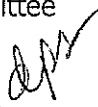


COMMITTEE

Tuesday, September 16, 2008

TO: Members of the Commissioners Court
Directors of the Travis County Health Facilities Development Corporation

FROM: Dan Mansour
Chair, Wellness Committee

Donna Parker Stirman 
Chair, Race Committee

SUBJECT: **Travis County Wellness Fair**
Brown Santa Benefit 5K Run/Walk & Kids K
Decker Challenge Half Marathon

Proposed Motions:

1. Approve a Wellness Fair to be held at the Travis County Exposition Center Banquet Hall on December 7, 2008 at discounted rental fees
2. Approve payment of up to \$2,400.00 from the Wellness Budget in the Travis County Health Facilities Development Corporation to include payment to the Exposition Center to cover costs associated with the Wellness Fair on December 7, 2008, and related purposes
3. Authorize the Wellness Committee to solicit vendors and sponsors to participate in the Wellness Fair
4. Approve printing up to 5,000 registration forms, flyers, sponsor packets, payroll stuffers and other information to promote participation in the Wellness Fair and Brown Santa 5K & Kids K
5. Approve hanging banners in front of County buildings announcing the Wellness Fair at the Expo Center Dec. 7, 2008
6. Approve airing public service announcement on TCTV-17
7. Approve sponsoring children from local elementary schools who are served by Communities In Schools

8. Encourage Travis County departments and employees to participate in the 5K Walk/Run either by entering the event or volunteering to assist in conducting the race activities

Summary and Staff Recommendation:

The Travis County Wellness Committee seeks Commissioners Court authorization to host the 5th Annual Wellness Fair at the Travis County Exposition Center on Sunday, December 7, 2008. This event will again be held in conjunction with the Decker Challenge Half Marathon and the Brown Santa 5K Run/Walk & Kids K. This Wellness Fair is to encourage and foster physical activity, health and wellness in Travis County employees and their families, as well as residents of Travis County.

The Wellness Committee requests that banners be hung in front of the Granger Building and the Travis County Tax Office starting on Monday, November 3rd through Friday, December 5th, 2008. These banners will be provided by Brown Santa. If additional banners can be procured, the Committee will hang them in front of more buildings.

Background:

For the past four years, the Commissioners Court has authorized the Travis County Wellness Committee to host a Wellness Fair at the Travis County Exposition Center in conjunction with the Decker Challenge Half Marathon and the annual Brown Santa 5K Run/Walk & Kids K.

Travis County is partnering again with the Austin Runners Club Decker Challenge Half Marathon to host this event. Through this partnership, there is the expectation that participation in both events will be increased. The Wellness Committee hopes that participants in these races will browse the Wellness Fair exhibits. The Austin Runners Club is providing consultation and guidance in hosting the Brown Santa 5K Run/Walk & Kids K, and sharing costs for the event.

Most other costs associated with the Brown Santa 5K Run/Walk & Kids K will be paid through other sources, including the Brown Santa organization, the Decker Challenge organization, or through the help of sponsors.

Project Brown Santa is a community service of the Travis County Sheriff's Office and the many sponsors and volunteers who make it happen each year. The Brown Santa Program helps over 1,000 deprived families in rural Travis County and residents of a local retirement center. New toys and stuffed animals are donated and passed along to thousands of children in need. Brown Santa also accepts non-perishable food items that later become holiday meals for families during the Christmas Season. Last year, almost 250 runners and walkers participated in the Brown Santa 5K Run/Walk & Kids K; the event raised about \$6,400 for Brown Santa.

Fiscal Impact:

Funding from the Travis County Health Facilities Development Corporation has been earmarked to support the activities of the Wellness Committee. The Wellness Committee requests \$1,400.00 in Corporation funds to pay the hard costs associated with the Wellness Fair. Approval of this payment is being agendized separately as a Corporation agenda item. This amount is made up of the following:

- \$900.00 for rental of the Banquet Hall
- \$180.00 for Banquet Hall clean-up
- \$320.00 for incidental costs associated with the Wellness Fair

The Race Committee requests that a \$1,000 contingency earmark be approved against the Wellness Budget (Corporation funds) in case sponsor donations fall short of the amount needed to provide tee shirts and awards for participants in the Dec. 7 events.

As of Sept. 9, 2008, there was \$13,535.74 in Travis County Health Facilities Development Corporation funding available to support the activities of the Wellness Committee.

Required Authorizations:


County Attorney: John Hille, Barbara Wilson
County Corporations: Harvey Davis

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Item 23



VOTING SESSION: September 23, 2008

I. **REQUEST MADE BY:** Roger Jefferies, Executive Manager, Justice and Public Safety 

REQUESTED TOPIC:

APPROVE AMENDMENT NO. 2 TO INTERLOCAL AGREEMENT WITH CITY OF AUSTIN, FOR CENTRAL BOOKING AND RELATED JAIL SERVICES.

Approved by: _____

(Signature of Commissioner or Judge)

RECEIVED
COUNTY JUDGE'S OFFICE
08 SEP 19 AM 11:17

➤ **RECOMMENDATIONS AND COMMENTS:**

In August of 2006, Travis County and the City of Austin entered into an Interlocal Agreement (Agreement) to provide Central Booking and related jail services for the City's prisoners. This Agreement outlines responsibilities for each party including booking, magistration and identification services for the Austin Police Department, as well as the terms of payment by the City of Austin to Travis County for booking services. The Agreement includes automatic renewal periods covering four (4) additional years following the initial year. Under the Agreement, the City paid the County a total of \$4,589,912 in the initial year, beginning October 1, 2006, and \$4,631,338 in the first renewal year beginning October 1, 2007.

Modification Number 2 (Amendment) serves to change the Interlocal Agreement amount of reimbursement by the City of Austin to Travis County from \$4,631,338 per year to \$5,052,328 per year, an increase of \$420,991 in the second renewal year. Reimbursements will be made in four equal payments as follows: \$1,263,082 on or before December 31, 2008; \$1,263,082 on or before March 31, 2009; \$1,263,082 on or before June 30, 2009; and \$1,263,082 on or before September 30, 2009. Please see attached memo for explanation of a change in terms, proposed Amendment, and calculation of the amount of reimbursement.

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

AGENDA REQUEST DEADLINE:

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

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

Greg Hamilton, Travis County Sheriff

Darren Long, Major, TCSO Correction Bureau

Mark Sawa, Major, TCSO

Susan Spataro and Jose Palacios, TC Auditor's Office

Rodney Rhoades, William Derryberry, PBO

Jim Connolly, Travis County Attorneys Office

- III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

Additional funding for any department or for any purpose

Transfer of existing funds within or between any line item

Grant

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE:

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




JUSTICE & PUBLIC SAFETY DIVISION

Roger W. Jefferies, Executive Manager

P.O. Box 1748 Austin, Texas 78767 Phone (512) 854-4415 Fax (512) 854-4417

To: Sam Biscoe, Travis County Judge
Ron Davis, Commissioner, Precinct 1
Sarah Eckhardt, Commissioner, Precinct 2
Gerald Daugherty, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

From: Roger Jefferies, Executive Manager, Justice and Public Safety 

Date: September 19, 2008

SUBJECT: APPROVE AMENDMENT NO. 2 TO INTERLOCAL AGREEMENT WITH THE CITY OF AUSTIN FOR CENTRAL BOOKING AND RELATED JAIL SERVICES

**Criminal Justice
Planning**
Roger W. Jefferies
(512) 854-4415

**Counseling &
Education Services**
Caryl Colburn
(512) 854-9540

**Juvenile Public
Defender**
Kameron D. Johnson
(512) 854-4128

Over the past several months, a team from Travis County, including Jim Connolly with the County Attorney Office, Bill Derryberry with PBO, Major Darren Long and Major Mark Sawa with the Sheriff's Office, myself, as well as other staff, have been working with the City of Austin and the Austin Police Department on an amendment for FY 2009 to the Interlocal Agreement between Travis County and the City of Austin for the provision of booking services for Austin Police Department arrestees.

We have come to a consensus between both parties and are now presenting our recommendations to and are respectfully requesting approval from the Commissioners Court of Amendment 2 (Amendment) to the Interlocal Agreement (Agreement) with the City of Austin (City) for central booking and related jail services for FY 2009.

In summary, the total Travis County expenditures budgeted for Central Booking are \$8,861,250 for FY 2009. This amount represents a 4.8% increase in budgeted expenditures over FY 2008. Using the financial model in Exhibit A of the Agreement, the City would reimburse Travis County \$5,052,328 of the above amount, which is a \$420,991 or 9.1% increase over the amount of reimbursement in FY 2008 (#1 in the Amendment).

It should be noted that two caps are described in the Agreement, one for year-to-year increases in allowed expenditures for both parties, and one for the reimbursement amount that results from the mechanics of the financial model. Both caps are set at 5% annually, anything over must be negotiated and agreed upon by both parties.

The overall 9.1% increase in reimbursement for FY 2009 is driven by an increase in the share of Austin Police Department (APD) bookings in FY 2008, an additional 10% budget increment for

Pretrial Services, anticipated pay increases for staff, credit for an additional registered nurse not currently part of the reimbursed staffing model, and other miscellaneous changes.

For 2009, Travis County and the City of Austin are proposing the inclusion of a "true up" provision in the Agreement. Currently, the computation of the reimbursement amount is primarily based upon the APD share of arrestees booked during the fiscal year prior to the year of the current Agreement. It is being proposed that within 45 days after the end of the FY 2009 Renewal Term the parties will re-compute the City's share of total costs using the actual booking numbers for FY 2009 and either a refund will be provided to the City or the City will provide an additional payment to the County based on the new calculation (#2 in the Amendment).

We are also jointly proposing the collection and reporting of information on the number of persons rejected for booking due to medical reasons, and average length of time spent in Central Booking by APD from time of arrival until the arrestee is accepted for booking (#3 in the Amendment).

And it is proposed for both parties to work together in FY 2009 on the following (#4 in the Amendment):

- ✓ Both parties will jointly work to increase the efficiency of the Central Booking operation by utilizing performance indicators described in this agreement and the monthly Central Booking Coordinating Committee to monitor progress towards mutually agreed upon goals.
- ✓ The Central Booking Coordinating Committee will study the feasibility of incorporating the efficiency of the Central Booking operation as measured by performance indicators and the actual expenditures incurred by TSCO and APD in FY 2009 in the formula determining the amount of reimbursement due to Travis County by the City of Austin in FY 2010.
- ✓ TSCO will strive to keep the Central Booking operating model, which is supported by the current reimbursement formula, fully staffed given a reasonable allowance for attrition and time to replace personnel.

Finally, the TSCO has also agreed to provide space for an APD phlebotomist who will conduct blood draws from certain offenders (#5 in the Amendment).

We jointly support these proposed changes outlined in the Amendment to improve the efficiency and operations of the Central Booking Process and recommend approval.

Forwarded for your review and consideration.

c: Greg Hamilton, Travis County Sheriff
Darren Long, Major, TSCO
Mark Sawa, Major, TSCO
Jim Connolly, Travis Attorneys Office
Rodney Rhoades, PBO
William Derryberry, PBO

Exhibit A

Cost Model Parameters Beginning October 1, 2006

I. Definitions

"Total County Direct Budgeted Costs" is defined as County budgeted costs associated with the direct provision of services, and includes the Travis County Sheriff's Office budget for the central booking facility and the County Clerk's Office costs associated with direct filing of charges as listed in County budget documents as of July 1 of the current fiscal year.

"City Budgeted Direct Costs for magistration services" includes the budgeted cost items for City Municipal Court central booking judicial and support services as listed in City budget documents as of July 1 of the current fiscal year.

"City budgeted direct costs for identification services" includes the budgeted cost items for City of Austin Police Department's Planning and Analysis Division directly attributable to the provision of prisoner identification services to the County as part of the central booking facility operation, as listed in City budget documents as of July 1 of the current fiscal year.

II. Cost Reimbursement Model

The amount to be reimbursed by City to County during the term of this contract will be calculated in the following manner:

The cost model will be based upon a calculation of projected direct city and county costs associated with central booking operations. The cost model is as follows:

Total County Budgeted Direct Costs for Central Booking
Less: City budgeted direct costs for magistration services
Less: City budgeted direct costs for identification services
Equals: Adjusted Budgeted Direct Costs for Central Booking

Adjusted Budgeted Direct Cost for Central Booking
Multiplied by: Actual percentage of city prisoner bookings out of the total number of bookings handled for prior fiscal year
Equals: City Reimbursement Amount to County

Costs do not include any indirect governmental costs, such as costs of general administration, legal department, purchasing department, human resources department, or information technology department.

County direct costs associated with the provision of services by the Pre-Trial Services division under Section 9.0 of this agreement are not included in the Total County Budgeted Direct Costs

for the initial term of this agreement. A portion of these costs will be included in subsequent renewal terms in the following manner:

First Renewal Term (FY 08): 10% of direct budgeted Pre-Trial Services costs for FY 08;
Second Renewal Term (FY 09): 20% of direct budgeted Pre-Trial Services costs for FY 09;
Third Renewal Term (FY 10): 30% of direct budgeted Pre-Trial Services costs for FY 10;
Fourth Renewal Term (FY 11): 50% of direct budgeted Pre-Trial Services costs for FY 11.

Cost increases associated with the inclusion of Pre-Trial costs will not be considered as part of the cost increases referenced in Section 3.03 of this agreement.

III. Intake Control Officer Cost

In addition to other amounts reimbursable by the City to County, the City will pay to the County 25% of the direct budgeted costs for any fiscal year under this agreement associated with the Intake Control Officer post as created in Section 7.15 of this agreement.

Central Booking Interlocal Amendment Number Two Exhibit A

<u>Actual / Budget Experience</u>		<u>FY 09 Preliminary</u>
Austin Flat Fee Revenue for FY 08 Budget		\$ 4,631,338
Add: City of Austin Adopted Budget Cost In-Kind Contribution Using 5% Growth Allowed from FY 08		
Central Booking Magistration	FY 09 Data from Austin \$ 707,435	
Magistrate Support	FY 09 Data from Austin 524,649	
Planning & Analysis Cost to Process (Assumed ID Cost)	FY 09 Data from Austin 674,434	\$ 1,906,518
Total Austin Revenue and Budgeted In-Kind Contribution	\$ 6,537,856	
Actual FY 07 Bookings - All Agencies	60,807	
Actual FY 07 Austin Bookings	43,945	
	72.27%	
<u>FY 2009 Preliminary Budget Amounts</u>		
FY 09 TCISO Central Booking Expense		8,382,531
Add: Peace Officer Pay Scale (POPS) Step Increase for FY 09		47,002
New Intake Officer FTEs (2.0) added in FY 07 are included in the Central Booking Expense in FY 09		-
Wage & Benefits Cost Increase Outside of POPS Step Increase estimated at 3%		47,043
County Clerk Direct Filing		128,636
Pretrial Services Direct Central Booking Costs @ 20% for FY 09		256,038
Total County Budget Direct Expense		\$ 8,861,250
Less: Austin Budgeted Offset Expense Contribution		(1,906,518)
NET County Budgeted Direct Expense		\$ 6,954,732
Total NET City Budgeted Direct Expense @ 72.27% (FY 07 ACTUAL BOOKINGS)		\$5,026,159
OTHER CITY COSTS UNDER DRAFT INTERLOCAL:		
25% of Intake Control Officer Cost as Originally Funded in FY 07		\$26,169
TOTAL FY 09 AUSTIN REIMBURSEMENT		\$5,052,328

DRAFT

**AMENDMENT NUMBER TWO
TO INTERLOCAL AGREEMENT
FOR BOOKING AND RELATED SERVICES
BETWEEN TRAVIS COUNTY AND THE CITY OF AUSTIN**

This Amendment Number Two to the Interlocal Agreement Between Travis County And City Of Austin For Booking And Related Services ("Amendment No. Two") is entered into by and between the following parties: Travis County, Texas, a political subdivision of the State of Texas (the "County"), and the City of Austin, a home-rule municipal corporation situated in Travis, Hays, and Williamson Counties (the "City"), pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHEREAS, in August of 2006, the County and City (collectively, the "Parties") entered into that certain interlocal agreement entitled "Interlocal Agreement Between Travis County and City of Austin for Booking and Related Services (the "Agreement"); and,

WHEREAS, the Agreement provides that during each fiscal year of the Agreement, the County and City will meet and negotiate the amount of compensation to be paid by City to County in the following fiscal year; and,

WHEREAS, the Agreement provides that the amount of compensation to be paid by City to County for the following fiscal year will be included in an amendment to the Agreement; and,

WHEREAS, the County and City have negotiated and agreed upon the amount of compensation to be paid by the City to County during the FY 09 Term of this Agreement and desire to enter into the Amendment No. Two to set out the payments to be made by the City to the County during the FY 09 Term, and other amendments.

NOW, THEREFORE, in consideration of the above premises, the Parties approve this Amendment No. Two to the Agreement as follows:

1. Section 3.0 City Payments to County is amended as follows:

Payment by the City During FY 09 Renewal Term. For and in consideration of the services to be rendered by County pursuant to this Agreement during the FY 09 Renewal Term (October 1, 2008 through September 30, 2009), the City shall pay to the County the total amount of Five Million Fifty Two Thousand Three Hundred Twenty Eight Dollars (\$5,052,328), payable in four equal payments as follows: \$1,263,082 on or before December 31, 2008; \$1,263,082 on or before March 31, 2009; \$1,263,082 on or before June 30, 2009; and, \$1,263,082 on or before September 30, 2009. The amount of compensation for FY 09 was based upon computations shown in Exhibit A to Amendment No. Two, which is attached hereto and made a part hereof.

The compensation will be paid in accordance with this Exhibit during the current renewal period, but is subject to the "true-up" provision reflected in item number 2 below.

2. "True-Up" Payment. The computation of the amounts to be paid by CITY to COUNTY as set forth in section 1 above was made based upon the number of prisoners booked during Fiscal Year 2007 (October 1, 2006 through September 30, 2007). Within 45 days after the end of the FY 09 Renewal Term, COUNTY will provide to CITY the actual numbers of prisoners booked during the FY 09 Renewal Term. Using the actual booking numbers, the parties will re-compute the CITY'S share of total costs and the amount to be paid by CITY to COUNTY. If the amount to be paid by CITY to COUNTY as determined using actual FY 09 booking numbers exceeds the total amount of the payments made from CITY to COUNTY during the FY 09 Renewal Term, CITY will make an additional payment to COUNTY in an amount equal to the difference between the total amount paid and the amount to be paid as determined using actual FY 09 booking numbers. Such additional payment shall be made within 90 days after the end of the FY 09 Renewal Term. If the amount to be paid by CITY to COUNTY as determined using actual FY 09 booking numbers is less than the total amount of the payments made by CITY to COUNTY during the FY 09 Renewal Term, COUNTY will deduct the difference from the next quarterly billing to the CITY.

3. Section 11.0 Data Collection/Reporting Requirements and Performance Data is amended as follows:

The City and County agree to compile and report performance data according to the provisions in Exhibit E. County agrees to provide to City a quarterly accounting of:

- 1) the number of persons presented by the City for booking that the Sheriff refuses to accept for medical reasons. The report will contain information on the reasons for refusal, such as an injury or medical reason, without identifying the individual; and
- 2) the length of time spent by City officers from the time of arrival at the Central Booking Facility with a City Prisoner until the prisoner is accepted for booking by the County. The reporting will identify the dates and times on which the arrivals and bookings occurred.

4. The City of Austin and Travis County agree to work together on the following in FY 2009:

a. Both parties will jointly work to increase the efficiency of the Central Booking operation utilizing performance indicators described in this agreement and the monthly Central Booking Coordinating Committee to monitor progress towards mutually agreed upon goals.

b. Further, the Central Booking Coordinating Committee in FY 2009 will study the feasibility of incorporating the efficiency of the Central Booking operation as measured by performance indicators and the actual expenditures incurred by the TSCO and APD in FY 2009 in the formula

determining the amount of reimbursement due to Travis County by the City of Austin in FY 2010.

c. TSCO will strive to keep the Central Booking operating model, which is supported by the current reimbursement formula, fully staffed given a reasonable allowance for attrition and time to replace personnel.

5. New Section 7.16 Use of Facilities for City Phlebotomist, is added as follows:

The County will provide for the use of the City a suitable area within the Central Booking Facility for a medical technician/phlebotomist, provided by the City, to obtain evidentiary blood specimens from certain prisoners. The space must be sanitary, and have a secure area for storage of necessary equipment and supplies.

This Amendment No. Two shall be signed in duplicate originals and has an effective date of October 1, 2008.

COUNTY OF TRAVIS

By: _____
Samuel T. Biscoe, County Judge

Date: _____, 2008

CITY OF AUSTIN

By: _____
Marc A. Ott, City Manager

Date: _____, 2008



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 9/17/08

Voting Session: Tuesday, September 23, 2008

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR PORTABLE MEDICAL X-RAY IMAGING EQUIPMENT, IFB B080273-NB, TO THE LOW RESPONSIVE BIDDER, PROMEDTEK INC, d/b/a RIEDEL IMAGING. (ME)

Points of Contact:

Purchasing: Nancy Barchus 854-9764

Department: Medical Examiner, Beth Devery, Chief Administrative Officer, 854-9599

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

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other: Danny Hobby, Executive Manager

- **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 requires the vendor to supply portable medical x-ray imaging equipment to Travis County Office of the Medical Examiner.

On August 8, 2008, IFB # B080273-NB, Portable Medical X-Ray Imaging Equipment, was issued through RFP Depot. Three (3) bids were received on September 4, 2008. Of the three bids received only one met all specifications which included same day maintenance on all three pieces of equipment. One vendor not bidding gave the reason for so doing as they cannot bid to our advantage at this time, while another vendor did not bid because they could not provide the required support.

The medical x-ray equipment comes with a one (1) year parts and labor warranty. Riedel Imaging has included in the bid a second year parts and labor warranty including six-month check ups. The Medical Examiner has the option to purchase an on-going maintenance the third year and there after.

➤ **Contract-Related Information:**

Award Amount: \$64,855.00

Contract Type: One Time Purchase

Contract Period: Delivery period within 90 days after receipt of purchase order.

➤ **Solicitation-Related Information:**

Solicitations Viewed: 14

Responses Received: 3

HUB Information: 0

% HUB Subcontractor: N/A

➤ **Funding Information:**

Purchase Requisition in H.T.E.: # 419484

Funding Accounts: 001-3810-572-8051, 001-3810-572-3051

Comments:

➤ **Statutory Verification of Funding:**

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

APPROVED ()

DISAPPROVED ()

BY COMMISSIONERS COURT ON:

DATE

COUNTY JUDGE

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



TRAVIS COUNTY
OFFICE OF THE MEDICAL EXAMINER
1213 Sabine Street
PO Box 1748
Austin, TX 78767
Tel: (512) 854-9599
Fax: (512) 854-9044

RECEIVED
TRAVIS COUNTY
2008 SEP 10 AM 10:41
PURCHASING
OFFICE

DAVID DOLINAK, M.D.
Diplomate of American Board of Pathology
CHIEF MEDICAL EXAMINER

BETH DEVERY, RN, JD
CHIEF ADMINISTRATIVE OFFICER

MEMORANDUM

DATE: September 9, 2008

TO: Nancy Barchus, CPPB, Purchasing Agent Assistant

FROM: Beth Devery, Chief Administrative Officer *BD*

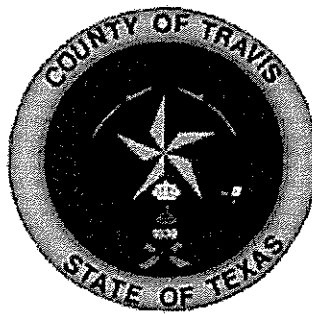
RE: Review of Invitation for Bid, B080273-NB, Portable Digital X-Ray Imaging Equipment

We recently received the bid tabulation packet for B080273-NB, Portable Digital X-Ray Imaging Equipment. We reviewed the responses from the vendors and determined the following. Riedel Imaging was the lowest bidder whose bid included all six items included in the IFB. While Cranford X-Ray Co. had the lowest overall bid, they failed to include a bid on the sixth component of the bid, and failed to provide any supporting documentation with their response. For these reasons, we recommend awarding the bid to Riedel Imaging.

The commodity code is 260; the subcommodity code is 096; and account line items are 001-3810-572-8051 and 001-3810-572-3051. Please let me know if you have any questions.

**Bid Tabulation Packet
for
Solicitation B080273-NB**

PORTABLE MEDICAL X-RAY IMAGING EQUIPMENT



Travis County

Bid #B080273-NB - PORTABLE MEDICAL X-RAY IMAGING EQUIPMENT

Creation Date **Jul 22, 2008** End Date **Sep 4, 2008 2:00:00 PM CDT**
 Start Date **Aug 8, 2008 2:19:05 PM CDT** Awarded Date **Not Yet Awarded**

B080273-NB-1-01 Portable X-Ray System, DynaRad HF-110A or approved equal					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Riedel Imaging	<input checked="" type="checkbox"/> First Offer - \$13,600.00	1 / each	\$13,600.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: Manufacturer: Dynarad Model: HF110A Warranty Period: 3yrs/1year tube prorated Deliver time after receipt of PO: 15 days All bid to Specifications			
CRANFORD X-RAY CO.	<input type="checkbox"/> First Offer - \$13,900.00	1 / each	\$13,900.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: Manufacturer: dynarad Model: HF-110A Warranty Period: 1 YEAR Deliver time after receipt of PO: 15 DAYS			
Advanced Tek Rep	<input checked="" type="checkbox"/> First Offer - \$13,950.00	1 / each	\$13,950.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: Manufacturer: Dragon Model: X 4.0 KW.SP-DGN-HF-4.0 Warranty Period: 12 months from date of shipment except for the x-ray tube, which wil be on a prorated basis for 12 months Deliver time after receipt of PO:			

B080273-NB-1-02 Maintenance DynaRad HF-110A					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Riedel Imaging	<input checked="" type="checkbox"/> First Offer - \$0.00	1 / year	\$0.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: 1st and 2nd year maintenance included in price			
Advanced Tek Rep	<input checked="" type="checkbox"/> First Offer - \$0.00	1 / year	\$0.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: 1st year maintenance included in price			
CRANFORD X-RAY CO.	<input type="checkbox"/> First Offer - \$2,000.00	1 / year	\$2,000.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: ONE YEAR MAINTENANCE ,PARTS AND LABOR			

B080273-NB-1-03 Portable X-Ray System Kodak POC 140					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
CRANFORD X-RAY CO.	<input type="checkbox"/> First Offer - \$33,000.00	1 / each	\$33,000.00		Y
Agency Product Code: POC 140 Agency Notes:		Supplier Product Code: Vendor Notes: Manufacturer: KODAK Model: POC140 Warranty Period: 1 YEAR Deliver time after receipt of PO: 30 DAYS			
Advanced Tek Rep	<input checked="" type="checkbox"/> First Offer - \$41,350.00	1 / each	\$41,350.00		Y
Agency Product Code: POC 140 Agency Notes:		Supplier Product Code: Vendor Notes:			

		Manufacturer: Kodak Model: POC 140 CR system with Z Cart Warranty Period: 1st year onsite warranty Deliver time after receipt of PO: Total Cost including installation, training, 1st year onsite warranty			
Riedel Imaging	<input checked="" type="checkbox"/>	First Offer - \$42,260.00	1 / each	\$42,260.00	Y
Agency Product Code: POC 140 Agency Notes:		Supplier Product Code: Vendor Notes: Manufacturer: Kodak Model: POC 140 Warranty Period: 1 year Deliver time after receipt of PO: 15 days 2nd year extended warranty included in price			

B080273-NB-1-04 Maintenance Kodak POC 140					
Vendor		Unit Price	Qty/Unit	Total Price	Atch. Docs
Riedel Imaging	<input checked="" type="checkbox"/>	First Offer - \$0.00	1 / year	\$0.00	Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: 1st and 2nd year maintenance included in price			
Advanced Tek Rep	<input checked="" type="checkbox"/>	First Offer - \$0.00	1 / year	\$0.00	Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: 1st year maintenance included in price			
CRANFORD X-RAY CO.		First Offer - \$4,000.00	1 / year	\$4,000.00	Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes:			

B080273-NB-1-05 Genesis OmniArchive PACS Server Archive or approved eq					
Vendor		Unit Price	Qty/Unit	Total Price	Atch. Docs
CRANFORD X-RAY CO.		First Offer - \$8,000.00	1 / each	\$8,000.00	Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: Manufacturer: GENESIS Model: CR-PACS Warranty Period: 1 YEAR Deliver time after receipt of PO: 15 DAYS			
Riedel Imaging	<input checked="" type="checkbox"/>	First Offer - \$8,995.00	1 / each	\$8,995.00	Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: Manufacturer: Genesis/Dell T3400 OmniArchive Model: Raid 1 Warranty Period: 3 years/1 year software Deliver time after receipt of PO: 15 days two licenses included in bid all bid to specifications			
Advanced Tek Rep	<input checked="" type="checkbox"/>	First Offer - \$13,400.00	1 / each	\$13,400.00	Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: Manufacturer: Medilink Model: Genesis Omni Archive PACS Server Warranty Period: 3 year Basic Hardware Warranty Repair: 5X10 HW-Only, 5x10 NBD Onsite Deliver time after receipt of PO: Price includes basic viewing additional license at \$2,950.00			

B080273-NB-1-06 Maintenance OmniArchive PACS Server Archive					
Vendor		Unit Price	Qty/Unit	Total Price	Atch. Docs
Riedel Imaging	<input checked="" type="checkbox"/>	First Offer - \$0.00	1 / year	\$0.00	Y
Agency Product Code:		Supplier Product Code:			

Agency Notes:		Vendor Notes:			
Advanced Tek Rep		Maintenance is included in price			
<input checked="" type="checkbox"/>	First Offer - \$6,500.00	1 / year	\$6,500.00		Y
Agency Product Code:		Supplier Product Code:			
Agency Notes:		Vendor Notes:			
		PACS INSTALLATION & TRAINING			
		-Includes 8 hours of Installation by Medlink Engineers			
		-Includes Travel Costs			
		TOTAL COST \$6,500.00			

Vendor Totals

<u>Riedel Imaging</u>		\$64,855.00 (6/6 items)	
Bid Contact	Bruce Riedel	Address PO Box 23121	
	riedelimaging@hotmail.com	Waco, TX 76702-3121	
	Ph 254-776-2121		
Qualifications	HUB		
Agency Notes:		Vendor Notes:	
<u>Advanced Tek Rep</u>		\$75,200.00 (6/6 items)	
Bid Contact	peter emery	Address 22600B Ste 802 Lambert st	
	peter.emery@advanced-tek-rep.com	Lake Forest, CA 92630	
	Ph 949-770-3400		
Agency Notes:		Vendor Notes:	
<u>CRANFORD X-RAY CO.</u>		\$60,900.00 (5/6 items)	
Bid Contact	GARY BLEVINS	Address 8106 BERWYN DRIVE	
	gary@cranfordx-ray.com	HOUSTON, TX 77037	
	Ph 281-999-2990		
Agency Notes:		Vendor Notes:	

Award Total

\$64,855.00 (Does not apply to percentage or no price items.)

**

TRAVIS COUNTY
Account Balance Inquiry

9/09/08
 15:32:40

Fiscal Year	:	2008
Account number	:	1-3810-572.80-51
Fund	:	001 GENERAL FUND
Department	:	38 MEDICAL EXAMINER
Division	:	10 ADMINISTRATION
Basic activity	:	57 PUBLIC SAFETY (LAW ENF)
Sub activity	:	2 MEDICAL EXAMINER
Element	:	80 CAPITAL EQUIPMENT
Object	:	51 DENTAL, MEDICAL, SAFETY EQ
Budget	:	62,035
Encumbered amount	:	.00
Pre-encumbered amount	:	62,035.00
Expenditures	:	.00
Total expenditures	:	62,035.00
Balance	:	.00

Press Enter to continue.

F3=Exit F12=Cancel

TRAVIS COUNTY
Account Balance Inquiry

9/09/08
 15:33:00

Fiscal Year	:	2008
Account number	:	1-3810-572.30-51
Fund	:	001 GENERAL FUND
Department	:	38 MEDICAL EXAMINER
Division	:	10 ADMINISTRATION
Basic activity	:	57 PUBLIC SAFETY (LAW ENF)
Sub activity	:	2 MEDICAL EXAMINER
Element	:	30 OPER SUPP, REPR PRTS, & EQ
Object	:	51 DENTAL, MEDICAL, SAFETY EQ
Budget	:	83,576
Encumbered amount	:	26,207.72
Pre-encumbered amount	:	388.30
Expenditures	:	55,284.04
Total expenditures	:	81,880.06
Balance	:	1,695.94

Press Enter to continue.

F3=Exit F12=Cancel

PURCHASE REQUISITION NBR: 0000419484

STATUS: AUDITOR APPROVAL
REASON: ROUTINE

DATE: 9/12/07

REQUISITION BY: DARLENE/854-9042

SHIP TO LOCATION: FORENSIC CENTER

SUGGESTED VENDOR: 37906 RIEDEL IMAGING

DELIVER BY DATE: 9/30/08

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	DYNARAD PORTABLE HF-110A PORTABLE X-RAY SYSTEM. ITEM #B080273-NB-1-01. INCLUDES: 1 YEAR MAINTENANCE, ITEM #B080273-NB-1-02. COMMODITY: DENTAL EQUIPMENT & SUPPLY SUBCOMMOD: X-RAY EQUIPMENT DENTAL	1.00	EA 13600.0000	13600.00	
2	PORTABLE X-RAY SYSTEM KODAK POC 140, ITEM #B080273-NB-1-03. INCLUDES: 1 YEAR MAINTENANCE, ITEM #B080273-NB-1-04. COMMODITY: DENTAL EQUIPMENT & SUPPLY SUBCOMMOD: X-RAY EQUIPMENT DENTAL	1.00	EA 42260.0000	42260.00	
3	GENESIS OMNIRARCHIVE PACS SERVER ARCHIVE, ITEM #B080273-NB-1-05. INCLUDES: 1 YEAR MAINTENANCE, ITEM #B080273-NB-1-06. COMMODITY: DENTAL EQUIPMENT & SUPPLY SUBCOMMOD: X-RAY EQUIPMENT DENTAL	1.00	EA 8995.0000	8995.00	
REQUISITION TOTAL:					64855.00

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00138105728051	CAPITAL EQUIPMENT DENTAL, MEDICAL, SAFETY EQ	100.00	13600.00
2	00138105728051	CAPITAL EQUIPMENT DENTAL, MEDICAL, SAFETY EQ	100.00	42260.00
3	00138105728051	CAPITAL EQUIPMENT DENTAL, MEDICAL, SAFETY EQ	100.00	8995.00
				64855.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

WE RECEIVED PRICING FROM BRUCE RIEDEL, 440-1234.
FAX: (254) 776-9088.
(SPECIFICATIONS AND PROPOSAL (QUOTE) AVAILABLE.
CALL ME)
6/17/08 RETURNED DUE TO PO OVERLIQUIDATED, PER
TRACY LEBLANC.GMC



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 9/16/08

Voting Session: Tuesday, September 23, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 4, AN ASSIGNMENT OF CONTRACT NO. 06T00095NB FROM LONE STAR PRODUCTS TO HANES COMPANIES INC. d/b/a HANES GEO COMPONENTS (TNR)

Points of Contact:

Purchasing: Nancy Barchus, 854-9764

Department: TNR; Joseph P. Giesleman, 854-9384, Christina Jensen, 854-7670

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 erosion control materials, seed and sod for Transportation and Natural Resourced Department as well as other Travis County departments on an as needed basis.

Modification No. 4 will approve assignment of contract to Hanes Companies Inc. d/b/a Hanes Geo Components from Lone Star Products. Hanes Companies, Inc. d/b/a Hanes Geo Components will assume all rights and responsibilities in regards to contract no. 06T00095NB.

Modification No. 3, approved by the Purchasing Agent on October 25, 2007, extended the contract from February 11, 2006 through February 10, 2009.

Modification No. 2, approved by the Purchasing Agent on November 21, 2006, extended the contract from February 11, 2006 through February 10, 2008.

Modification No. 1, was an administrative modification to correct an error in the original contract amount. It was approved by the Purchasing Agent on February 23, 2006.

➤ **Contract Expenditures:**

Within the last 12 months \$3,280.00 has been spent against this contract.

Not applicable

➤ **Contract Modification Information:**

Modification Amount: Estimated Requirements

Modification Type: Assignment of Contract

Modification Period:

➤ **Funding Information:**

Purchase Requisition in HTE

Funding Account(s) 099-4941-621-3099

Comments:

➤ **Statutory Verification of Funding:**

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

APPROVED ()

DISAPPROVED ()

BY COMMISSIONERS COURT ON:

DATE

COUNTY JUDGE

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

RECEIVED
TRAVIS COUNTY

2008 SEP 11 AM 8:45



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

September 10, 2008

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
FROM: Joseph P. Gieselman, Executive Manager
SUBJECT: **Contract Modification**
Erosion Materials – 06T00095NB

A handwritten signature in black ink, appearing to be "JPG", is written over the "FROM:" line of the memorandum.

TNR is requesting that the above referenced contract be modified to approve assignment to Hanes Companies Inc dba Hanes Geo Components.

The commodity/sub-commodity code for this contract is 085/085. The budget line item is 099-4941-621-3099.

If you need additional information, please contact Christina Jensen at (512) 854-7670.

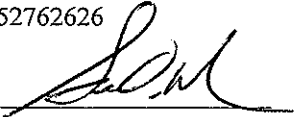

CJ:JPG:cj
Contract File

MODIFICATION OF CONTRACT NUMBER: 06T00095-NB EROSION CONTROL MATERIALS, SEED AND SOD

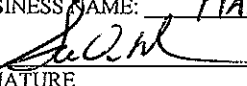
ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Nancy Barchus TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: September 5, 2008
ISSUED TO: Lone Star Products PO Box 974275 Dallas, Texas 75397	MODIFICATION NO.: 4	EXECUTED DATE OF ORIGINAL CONTRACT: January 17, 2006
ORIGINAL CONTRACT TERM DATES: February 11, 2006 to February 10, 2007	CURRENT CONTRACT TERM DATES: February 11, 2008 to February 10, 2009	
FOR TRAVIS COUNTY INTERNAL USE ONLY: Original Contract Amount: \$ <u>N/A</u> Current Modified Amount \$ <u>N/A</u>		

DESCRIPTION OF CHANGES:

Effective September 1, 2008, the Contractor's name on Contract No. 06T00095-NB is changed as follows:

From: Lone StarProducts PO Box 974275 Dallas, Texas 75397 Tax ID 752762626 Signature 	To: Hanes Companies Inc. d/b/a Hanes Geo Components PO Box 202 Winston Salem, NC 27102 Tax ID 201958098 Signature 
---	---

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>HANES COMPANIES INC</u>	<input type="checkbox"/> DBA
BY:  SIGNATURE	<input checked="" type="checkbox"/> CORPORATION
BY: <u>SAM DURARD</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>V.P. SALES</u> ITS DULY AUTHORIZED AGENT	DATE: <u>9/15/08</u>

TRAVIS COUNTY, TEXAS	DATE:
BY:  CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	<u>9/16/08</u>

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

ASSIGNMENT OF CONTRACT

The parties to this Agreement are, Lone Star Products, Tax ID 752762626, a corporation (the Assignor) under the laws of the state of Texas, and Hanes Companies Inc., Tax ID 201958098, a corporation (the Assignee) under the laws of the state of Texas.

RECITALS:

- A. Travis County and Lone Star Products entered into a written Contract for providing Erosion Control Materials, Seed and Sod (Contract No. 06T00095-NB) dated January 17,2006, a copy of which is attached to this assignment and incorporated in it by referenced (the "Contract").
- B. Assignor desires by this Agreement all of its right, title and interest in and to the Contract to Assignee subject to the terms of the Contract and this Agreement.

TERMS:

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

- 1. Assignor assigns to Assignee all of its right, title and interest in Contract Number 06T00095-NB, attached to this assignment, as of September 1, 2008.
- 2. Assignee assumes and is bound by and must perform all terms, conditions, covenants, obligations, and duties of Assignor under the Contract accruing on or after September 1, 2008.
- 3. This assignment of contract is intended to assign not only obligations but also benefits of Contract Number 06T00095-NB after September 1, 2008, including benefits accruing as a result of work commenced.
- 4. Assignor and Assignee acknowledge that nothing in this Agreement waives or modifies any of the provisions of the Contract.
- 5. The provisions of this Agreement are binding on and inure to the benefit of the heirs, representatives, successors and assigns of the parties.

LONESTAR PRODUCTS

HANES COMPANIES INC.
d/b/a HANES GEO COMPONENTS

By: *Sam DeRard*

By: *Sam DeRard*

Printed Name: Sam DeRard

Printed Name: Sam DeRard

Title & Date: V.P. SALES, 9/10/08

Title & Date: V.P. SALES / 9/10/08

Attest: *Andy Blanes*

Attest: *Andy Blanes*

Date: 9-10-08

Date: 9-10-08

Travis County consents to this assignment of the Contract from Lone Star Products to Hanes Companies Inc., d/b/a Hanes Geo Components.

TRAVIS COUNTY, TEXAS

By: _____
Sam Biscoe, County Judge

Date: _____

TRAVIS COUNTY
Account Balance Inquiry

9/10/08
14:33:10

Fiscal Year :	2008
Account number :	99-4941-621.30-99
Fund :	099 ROAD & BRIDGE FUND
Department :	49 TNR (TRANS & NATRL RESRC)
Division :	41 ROAD & BRIDGE MAINTENANCE
Basic activity :	62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity :	1 TNR (TRANS & NATRL RESRC)
Element :	30 OPERATG SUPPLIES, RP&E, NC
Object :	99 OTHER EQUIPMENT & SUPPLY
Budget :	14,391
Encumbered amount :	4,280.00
Pre-encumbered amount :	.00
Expenditures :	8,735.94
Total expenditures :	13,015.94
Balance :	1,375.06

Press Enter to continue.

F3=Exit F12=Cancel



TRAVIS COUNTY PURCHASING OFFICE

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

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

Approved by: _____

Cyd V. Grimes 9/16/08 MB

Voting Session: Tuesday, September 23, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 2 TO CONTRACT NO. 08K00275LP, HMAC OVERLAY PROJECT, PRECINCT'S 3 AND 4, ASPHALT PAVING COMPANY. (TNR)

Points of Contact:

Purchasing: J. Lee Perry

Department: TNR, Joseph P. Gieselman, Executive Manager;
Don Ward, Division Manager

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.
- TNR requests the approval of change order number two (2) for the above contract. This modification is for work required to make Tradewind Drive and Crosswind Drive meet minimum County standards for conversion from a substandard road to a County maintained road. This change order will increase the contract by \$165,590.20 from \$1,798,642.30 to \$1,964,232.50.
- Change order one (1) increased the contract by \$53,750.00 from \$1,744,892.30 to \$1,798,642.30, dated September 16, 2008.
- **Contract Expenditures:** Within the last 12 months \$0.00 has been spent against this contract.
 Not applicable
- **Contract-Related Information:**
 - Award Amount: \$1,744,892.30
 - Contract Type: Construction
 - Contract Period: November 30, 2008

➤ **Contract Modification Information:**

Modification Amount: \$165,590.20 (Firm Amount)

Modification Type: Construction

Modification Period: November 30, 2008

➤ **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.: 450014

Funding Account: 475-4994-750-8164 (\$82,500.00)

506-4931-808-8164 (\$83,090.20)

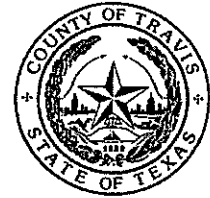
Comments: Purchase Order No. 400443

➤ **Statutory Verification of Funding:**

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

Not Applicable

RECEIVED
TRAVIS COUNTY



Lee
9.10.08
MB

TRANSPORTATION AND NATURAL RESOURCES 3:32
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

PURCHASING
OFFICE

September 10, 2008

MEMORANDUM

TO: Cyd Grimes, Purchasing Agent

FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: **Modification #2 – FY08 HMAC Overlay Project – Precinct 3 and 4**
Contract #08K00275LP
PO #400443

TNR requests the approval of change order number two (2) for the above contract. This modification is for work required to make Tradewind Drive and Crosswind Drive meet minimum county standards to convert this from a substandard road onto a county maintained road. This change order will increase the contract by \$165,590.20 from \$1,798,642.30 to \$1,964,232.50.

The \$165,590.20 is encumbered under requisition number 450014. The account numbers are 475-4994-750-8164 (\$82,500.00) and 506-4931-808-8164 (\$83,090.20) and commodity/sub-commodity is 968/053.

TNR will be posting a concurrent agenda item for acceptance of this road. Steve Manilla will be in Court to make sure that road acceptance is done prior to approval of this change order by Commissioner's Court.

If you have any questions or require additional information, please contact Brunilda Cruz at extension 47679 or Don Ward at extension 49317.

BC: JPG: bc

xc: Lee Perry, Purchasing
Don Ward, TNR
Brunilda Cruz, TNR

Change Order Form
TRAVIS COUNTY - TNR
Change Order No. 2 Contract # 08K00275LP

Field Change Request No. _____

Approval of the following change in the Plans and/or Specifications is requested:
 Limits: Crosswind Drive from Bee Creek Road to Tradewind Drive and Tradewind Drive from Crosswind Drive (south intersection) to Crosswind Drive (north intersection)
 Description: Crosswind Dr and Tradewind Dr addition to 2008 HMA Overlay

Plan Sheet No. ALL

This field change is requested for the following reason(s):

Crosswind Dr and Tradewind Dr

CONTRACTOR:
 Asphalt Paving Co. of Austin, Inc.

BID ITEM NO.	BID ITEM DESCRIPTION	UNIT TYPE	CURRENT CHANGE ORDER QUANTITIES			REVISED CONTRACT QUANTITIES			CURRENT CONTRACT QUANTITIES			PREVIOUS AMOUNT
			C.O. QTY	UNIT PRICE(\$)	C.O. AMOUNT	QTY	UNIT PRICE(\$)	NEW AMOUNT	QTY	UNIT PRICE(\$)		
1C	Level-up and Site Preparation including sweeping, TC, level-up with Type C HMA, complete	TON	100.00	64.00	6,400.00	3,174.00	64.00	203,136.00	3,074	64.00	196,736.00	
2C	1-1/2" Type C HMA overlay, including back coat as required, TC, materials, equipment, and labor, Complete	SY	27,212.00	5.85	159,190.20	126,577.00	5.85	740,475.45	99,365	5.85	581,285.25	
TOTAL					\$ 165,590.20			\$ 943,611.45			\$ 778,021.25	

Materials(\$)
 Services(\$)

NET OVERRUN/(UNDER)RUN

165,590.20

The compensation and/or time extension provided by this Change Order constitutes full and complete satisfaction for all direct and indirect costs, and interest related thereto, which has been or may be incurred in connection with this change to the Contract. By affixing my signature to this Change Order, as the Contractor's duly appointed representative, on behalf of the Contractor I hereby waive any rights to seek additional funds or relief of any nature for any event or circumstance arising from this Change Order.

TIME Extension:

0 Days

REQUESTED BY:
 Contractor: Asphalt Paving Co. of Austin
 Date: 9/10/08

NOTICE to the CONTRACTOR:
 This is your authority to proceed with this work at the rates named above.

RECOMMENDED FOR APPROVAL BY:
 Project Manager: [Signature]
 Date: 9-10-08

APPROVED:
 TNR Executive Manager: [Signature]
 Date: 9/10/08

Division Manager: [Signature]
 Date: 9/10/08
 Public Works Director: _____
 Date: _____

Purchasing Agent: [Signature]
 Date: 9/10/08
 County Judge: _____
 Date: _____

**TRAVIS COUNTY TNR
CHANGE ORDER LOG**

PROJECT NAME: 2008 HMAC Overlay

CONTRACT NUMBER: 08K00275LP

VENDOR: Asphalt Paving Co. of Austin, Inc.

ORIGINAL CONTRACT AMOUNT: \$ 1,744,892.30

C.O. No.	C.O. Date	DESCRIPTION	\$+/-	CUMULATIVE C.O. AMOUNTS	(%)	ADJUSTED CONTRACT AMOUNT	CUM (%)	Court/Purchasing Approval Date
1		Panorama Dr	53,750.00	53,750.00	3.08%	1,798,642.30	3.08%	
2		Crosswind Dr and Tradewind Dr	165,590.20	219,340.20	9.49%	1,964,232.50	12.57%	

**TRAVIS COUNTY
Purchase Requisition**

9/11/08
07:39:48

Number : 0000450014
 Type : 1 PURCHASE REQUISITION
 Status : AUDITOR APPROVAL
 Reason : 53933 ROADS-CIP MOD PO #400443 CONT 08K00275LP
 By : BRUNILDA CRUZ 854-7679
 Date : 9/10/08
 Vendor : 45147 ASPHALT PAVING CO
 Contract nbr :
 Ship to : Z1 TNR ADMIN - 11TH FLR
 Deliver by date : 9/10/08
 Buyer :
 Fiscal year code : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

5=Display 8=Item extended description

Opt Line#	Quantity	UOM	Description
1	165590.20	DOL	HMAC TYPE C OVERLAY PCT 3 FY 2008 OVERLAY PROGRAM CO #2. FOR ADDITIONAL PAVING WORK NEEDED AT

Total: 165590.20 +
F9=Print

COMMENTS EXIST

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

TRAVIS COUNTY

Fiscal Year 2008

Account Balance Inquiry

Account number : 475-4994-750.81-64
Fund : 475 CONTRACTUAL CAPITAL PROJ
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 94 PRIVTE AGENCY CNTRCT-ROADS
Activity basic : 75 CHARGES FOR SERVICES
Sub activity : 0 INFRA-ENV SCVS (TRNS&RDS)
Element : 81 CAPITAL OUTLAY
Object : 64 PURCH SVC-INFRASTRCTR RDS

Original budget : 0
Revised budget : 1,463,556 09/08/2008
Actual expenditures - current . . : 300,000.00
Actual expenditures - ytd : 420,630.54
Unposted expenditures : .00
Encumbered amount : 342,072.09
Unposted encumbrances : .00
Pre-encumbrance amount : 119,750.00
Total expenditures & encumbrances: 1,182,452.63 80.8%
Unencumbered balance : 281,103.37 19.2

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



TRAVIS COUNTY PURCHASING OFFICE

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

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

Approved by: _____

Cyd V. Grimes 9/16/08

Voting Session: Tuesday, September 23, 2008

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR FORKLIFT-ELECTRIC NARROW AISLE LIFT TRUCK, IFB B080289-NB, TO THE SOLE BIDDER, EQUIPMENT DEPOT, INC. (TNR)

Points of Contact:

Purchasing: Nancy Barchus 854-9764

Department: TNR, Joe Gieselman, Executive Manager, Christina Jensen, 854-9383

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

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

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

This contract requires the vendor to supply a forklift-electric narrow aisle lift truck to Transportation and Natural Resources.

On August 7, 2008, IFB # B080289-NB, Forklift-Narrow Aisle Lift Truck, was issued through RFP Depot. One (1) bid was received on September 4, 2008. The Purchasing Office concurs with Transportation and Natural Resources' recommendation to award a contract to the sole bidder, Equipment Depot, Inc.

Two vendors invited to bid declined to bid because the product specifications included a "cold environment" package and they did not offer that feature, the forklift will be used in the cold storage facility at TCCC.

➤ **Contract-Related Information:**

Award Amount: \$34,494.00

Contract Type: One Time Purchase

Contract Period: Delivery period within 90 days after receipt of Purchase Order.

➤ **Solicitation-Related Information:**

Solicitations Viewed: 7

Responses Received: 1

HUB Information: 0

% HUB Subcontractor: N/A

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: # 445576
- Funding Accounts: 001-4996-824-8015
- Comments:

➤ **Statutory Verification of Funding:**

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

APPROVED ()

DISAPPROVED ()

BY COMMISSIONERS COURT ON:

DATE

COUNTY JUDGE

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

RECEIVED
TRAVIS COUNTY

2008 SEP 11 AM 8:45



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

September 10, 2008

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
FROM: Joseph P. Gieselman, Executive Manager
SUBJECT: Award of Solicitation B080289-NB - Forklift

TNR has reviewed the above referenced bids and recommends award to the low responsive bidder, Equipment Depot.

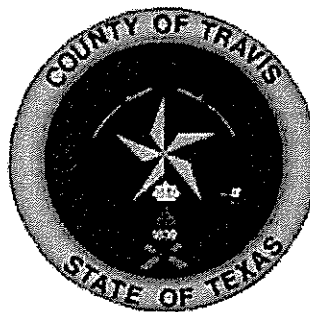
The commodity/sub-commodity code is 560/075 and the budget line item is 001-4996-824-8105. The funds have been pre-encumbered on requisition 445576.

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

 CJ:JPG:cj
Contract File

**Bid Tabulation Packet
for
Solicitation B080289-NB**

FORKLIFT-ELECTRIC NARROW AISLE LIFT TRUCK



Travis County

Bid #B080289-NB - FORKLIFT-ELECTRIC NARROW AISLE LIFT TRUCK

Creation Date **Aug 4, 2008**

End Date **Sep 4, 2008 2:00:00 PM CDT**

Start Date **Aug 7, 2008 2:10:23 PM CDT**

Awarded Date **Not Yet Awarded**

B080289-NB-1-01 FORKLIFT-CATERPILLAR MODEL #NR3000-24V OR APPROVED EQUAL					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Equipment Depot	<input checked="" type="checkbox"/> First Offer - \$33,124.00	1 / each	\$33,124.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes:		

B080289-NB-1-02 OPTION: ALARM, TRAVEL, REVERSE					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Equipment Depot	<input checked="" type="checkbox"/> First Offer - \$242.00	1 / each	\$242.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes:		

B080289-NB-1-03 OPTION: FLASHING AMBER WARNING LIGHT					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Equipment Depot	<input checked="" type="checkbox"/> First Offer - \$313.00	1 / each	\$313.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes:		

B080289-NB-1-04 OPTION: LIGHTS, FORWARD WORKING - MAST MOUNTED					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Equipment Depot	<input checked="" type="checkbox"/> First Offer - \$397.00	1 / each	\$397.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes:		

B080289-NB-1-05 OPTION: CAT LIFT TRUCK ADVANTAGE GOLD WARRANTY					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Equipment Depot	<input checked="" type="checkbox"/> First Offer - \$418.00	1 / each	\$418.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Vendor Notes:		

Vendor Totals






Equipment Depot	\$34,494.00 (5/5 items)
Bid Contact David Kizer davidk@egdepot.com Ph 512-252-2300	Address 15727 IH-35 Pflugerville, TX 78660
Agency Notes:	Vendor Notes:

**

Equipment Depot

Bid Contact **David Kizer**
davidk@eqdepot.com
Ph 512-252-2300

Address **15727 IH-35**
Pflugerville, TX 78660

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
B080289-NB-1-01	FORKLIFT- CATERPILLAR MODEL #NR3000- 24V OR APPROVED EQUAL	Supplier  Product Code:	First Offer - \$33,124.00	1 / each	\$33,124.00	Y
B080289-NB-1-02	OPTION: ALARM, TRAVEL, REVERSE	Supplier  Product Code:	First Offer - \$242.00	1 / each	\$242.00	Y
B080289-NB-1-03	OPTION: FLASHING AMBER WARNING LIGHT	Supplier  Product Code:	First Offer - \$313.00	1 / each	\$313.00	Y
B080289-NB-1-04	OPTION: LIGHTS, FORWARD WORKING - MAST MOUNTED	Supplier  Product Code:	First Offer - \$397.00	1 / each	\$397.00	Y
B080289-NB-1-05	OPTION: CAT LIFT TRUCK ADVANTAGE GOLD WARRANTY	Supplier  Product Code:	First Offer - \$418.00	1 / each	\$418.00	Y
Vendor Total					\$34,494.00	

TRAVIS COUNTY
Account Balance Inquiry

Fiscal Year	:	2008
Account number	:	1-4996-824.80-15
Fund	:	001 GENERAL FUND
Department	:	49 TNR (TRANS & NATRL RESRC)
Division	:	96 CAR VEHICLE CENTRAL
Basic activity	:	82 CAPITAL AQUISITION FUNDS
Sub activity	:	4 CORRECTIONS & REHAB
Element	:	80 CAPITAL EQMT
Object	:	15 OTHER GENERAL HARDWARE
Budget	:	35,460
Encumbered amount	:	.00
Pre-encumbered amount	:	35,459.87
Expenditures	:	.00
Total expenditures	:	35,459.87
Balance	:	.13

Press Enter to continue.

F3=Exit F12=Cancel



TRAVIS COUNTY PURCHASING OFFICE

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

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

Approved by: _____

Cyd V Grimes 9/16/08

Voting Session: Tuesday, September 23, 2008

REQUESTED ACTION: APPROVE MODIFICATION NO. 1 TO CONTRACT 08T00074RG, SOUTHWEST KEY MAINTENANCE, LLC. FOR GROUNDS MAINTENANCE. (TNR-PARKS)

Points of Contact:

Purchasing: Rosalinda Garcia, 854-9700

Department: TNR, Joe Gieselman , Executive Manager, 854-9383

County Attorney (when applicable): John Hille

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro And Jose Palacios

Other: Charles Bergh, 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 provides grounds maintenance for the TNR parks.
- Modification No. 1 will add Little Webberville and Ben E. Fisher Parks in the estimated amount of \$9,350.00.
- **Contract Expenditures:** Within the last 6 months \$19,705.00 has been spent against this requirement.

Not applicable

➤ **Contract-Related Information:**

Award Amount: Estimated requirements, as needed basis

Contract Type: Annual Contract

➤ **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s) 00149456316014

Comments: Requisitions are processed at time of requirement

➤ **Statutory Verification of Funding:**

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

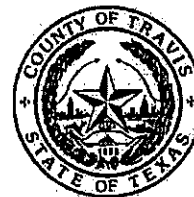
APPROVED ()

DISAPPROVED ()

BY COMMISSIONERS COURT ON:

DATE

COUNTY JUDGE



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

September 5, 2008

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent

FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: **Contract Modification**
Grounds Maintenance – Parks - 08T00074RG

TNR requests that Travis County modify the above referenced contract to include two additional park locations: Little Webberville Park and Ben E Fisher Park. The current contract vendor has provided a breakdown of costing for services for each of these locations. The overall effect will be an increase of approximately \$9530 per year.

The commodity/sub-commodity code for Grounds Maintenance is 988/036. The budget line item number is 001-4945-631-6014.

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

 CJ:JPG:cj
Contract File

GM200I13

TRAVIS COUNTY

9/11/08
09:48:56

Fiscal Year 2008

Account Balance Inquiry

Account number : 1-4945-631.60-14
Fund : 001 GENERAL FUND
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 45 PARK SERVICES
Activity basic : 63 COMM-ECON DEV (PKS & REC)
Sub activity : 1 PITD (PARKS)
Element : 60 OTHER PURCHASED SERVICES
Object : 14 TRANSPORT SERVICES

Original budget : 77,137
Revised budget : 102,770 09/08/2008
Actual expenditures - current . . . : 248.02
Actual expenditures - ytd : 85,643.05
Unposted expenditures : .00
Encumbered amount : 13,636.72
Unposted encumbrances : .00
Pre-encumbrance amount : 2,210.00
Total expenditures & encumbrances: 101,737.79 99.0%
Unencumbered balance : 1,032.21 1.0

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

Grounds Maintenance

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Rosalinda Garcia TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: September 8, 2008
ISSUED TO: 70960 Southwest Key Maintenance 6002 Jain Lane Austin, Texas 78721	MODIFICATION NO.: 0001	EXECUTED DATE OF ORIGINAL CONTRACT: March 4, 2008

ORIGINAL CONTRACT TERM DATES: April 1, 2008 to March 31, 2009 CURRENT CONTRACT TERM DATES: April 1, 2008 to March 31, 2009

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$ n/a 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.

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

Item No.	Description	Est. Qty.	Unit Price
Group A, Mowing Services per Specifications:			
1.	Little Webberville Park	<u>15</u>	\$ <u>145.00</u>
2.	Ben E. Fisher Park	<u>15</u>	\$ <u>145.00</u>
Litter Pick-up and Restroom Cleaning Services per Specifications:			
1.	Little Webberville Park	<u>74</u>	\$ <u>35.00</u>
2.	Ben E. Fisher Park	<u>74</u>	\$ <u>35.00</u>

Note to Vendor:

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

LEGAL BUSINESS NAME: <u>Southwest Key Maintenance LLC</u>	<input type="checkbox"/> DBA
BY: <u>[Signature]</u> SIGNATURE	<input type="checkbox"/> CORPORATION
BY: <u>David Maldonado</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>GENERAL MANAGER</u> ITS DULY AUTHORIZED AGENT	DATE:

TRAVIS COUNTY, TEXAS	DATE:
BY: <u>[Signature]</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	<u>9/16/08</u>

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



TRAVIS COUNTY PURCHASING OFFICE

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

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

Approved by: _____

Cyd V. Grimes 9/16/08

Voting Session: Tuesday, September 23, 2008

REQUESTED ACTION: APPROVE SOLE SOURCE EXEMPTION AND MODIFICATION NO. 2 TO CONTRACT CM060258LC, SET SOLUTIONS, INC., FOR THE PURCHASE/MAINTENANCE OF LOGLOGIC APPLIANCES. (ITS)

Points of Contact:

Purchasing: Lori Clyde, 854-4205

Department: ITS, Walter LaGrone, 854-4890; Shannon Clyde, 854-7846; Joe Harlow; Alicia Perez, Executive Manager

County Attorney (when applicable): Tamara Armstrong

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro and Jose Palacios

Other:

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes. This agreement will provide replacement hardware and support for Loglogic Appliances.

In 2006, the County purchased the Loglogic infrastructure/security products from Set Solutions. At this time, ITS recommends modifying the contract to purchase the sole source upgrade of the Loglogic solution and support. This purchase will replace the end of life appliances and ensure that the County can continue to comply with county Health Insurance Portability Accountability Act (HIPAA) policy and to meet its obligations under (HIPAA). In addition, ITS recommends the purchase of additional appliances to meet capacity needs that take into consideration the regulatory and contractual obligations that have arisen since the original purchase of the solution.

The cost for the upgraded hardware will be \$208,575.03. The annual support cost will be \$66,115.25. For the initial year, a pro-rated adjustment in the amount of \$13,699.00 will be deducted from the total support cost for the previously renewed maintenance on existing appliances. The total amount expended for the initial year will be \$260,991.28.

- **Contract Expenditures:** Within the last 12 months \$15,599.81 has been spent against this contract.

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$260,991.28
Contract Type: Sole Source
Contract Period: September 23, 2008 – August 3, 2009

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A Responses Received: N/A
HUB Information: N/A % HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: 450246
- Funding Account(s) 001-1230-523-5002, 506-1230-801-8001
- Comments:

➤ **Statutory Verification of Funding:**

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

MODIFICATION OF CONTRACT NUMBER: CM060258LC Purch/Maint LogLogic Appliances
PAGE 1 OF 2 PAGES

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: September 11, 2008
ISSUED TO: Set Solutions, Inc. 550 Westcott Street, Suite 470 Houston, TX 77007 Attn: Judy Reid	MODIFICATION NO.: 2	EXECUTED DATE OF ORIGINAL CONTRACT: August 4, 2006

ORIGINAL CONTRACT TERM DATES: August 4, 2006-August 3, 2007 CURRENT CONTRACT TERM DATES: August 4, 2007-August 3, 2008

FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: \$ 71,398.81 Current Modified Amount \$ 356,190.09

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 contract is hereby amended by adding the following equipment and support as per the attached Quote # 26025:

1. 1 each LX1010 Log Analysis appliance at \$17,787.03
2. 1 each LX1010-12 Gold support at \$5,699.05/year
3. 2 each LX2010 Log Analysis appliance at \$41,397 each for a total of \$82,794.00
4. 2 each LX2010-12 Gold support at \$13,109.05 each for a total of \$26,218.10/year
5. 2 each ST3010 Log Aggregation appliance at \$53,997.00 each for a total of \$107,994.00
6. 2 each ST3010-12 Gold support at \$17,099.05 each for a total of \$34,198.10/year

Total Hardware: \$208,575.03
Total Support: \$ 66,115.25*

* For the initial year, a pro-rated adjustment in the amount of \$13,699.00 will be deducted from the total support cost for the previously renewed maintenance on existing appliances.

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

LEGAL BUSINESS NAME: <u>Set Solutions, Inc.</u>	<input type="checkbox"/> DBA
BY: <u>Gene Mc Cormick for Judy Reid</u> SIGNATURE	<input checked="" type="checkbox"/> CORPORATION
BY: <u>Gene Mc Cormick for Judy Reid</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>Executive Vice President</u> ITS DULY AUTHORIZED AGENT	DATE: <u>9-15-08</u>

TRAVIS COUNTY, TEXAS	DATE:
BY: <u>Cyd V. Grimes</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	<u>9/16/08</u>

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

Set Solutions, Inc.

550 Westcott; Suite #470
Houston, TX 77007
Fax: 713-956-9678
Phone: 713-956-6600



Quotation

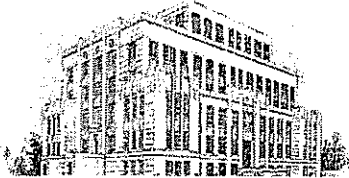
DATE	QUOTATION #
9/8/2008	26025

NAME / ADDRESS
Travis County Attn: Shannon Clyde 501 W. 11th Street Austin, TX 78701

P.O. NO.	TERMS	EXPIRES	REP	FOB	PROJECT			
	Net 30	10/8/2008	JR	Houston	loglogic upgrade			
Description				QTY	List Price	SubTotal	Discount	TOTAL
LX 1010 Log Analysis appliance supports up to 1,500 messages per second sustained and up to 4096 log sources. Includes platform software.				1	29,995.00	29,995.00	-40.70%	17,787.03T
LX1010-12 Gold Includes software updates, software upgrades, hardware RMA replacement and hotline phone support during normal business hours as detailed in the Maintenance and Support Agreement. Please refer to Maintenance and Support agreement for more details.				1	5,999.00	5,999.00	-5.00%	5,699.05T
LX 2010 Log Analysis appliance supports up to 4,000 messages per second sustained and up to 4096 log sources. Redundant fans, power supplies, RAID-10 storage. Includes platform software.				2	68,995.00	137,990.00	-40.00%	82,794.00T
LX2010-12 Gold Support Includes software updates, software upgrades, hardware RMA replacement and hotline phone support during normal business hours as detailed in the Maintenance and Support Agreement. Please refer to Maintenance and Support agreement for more details.				2	13,799.00	27,598.00	-5.00%	26,218.10T
ST3010 Log Aggregation appliance supports up to 75,000 messages per second sustained and up to 4096 log sources. Stores up to two years of log messages on 4TB raw storage. Includes platform software.				2	89,995.00	179,990.00	-40.00%	107,994.00T
ST3010-12 Gold Support Includes software updates, software upgrades, hardware RMA replacement and hotline phone support during normal business hours as detailed in the Maintenance and Support Agreement. Please refer to Maintenance and Support agreement for more details.				2	17,999.00	35,998.00	-5.00%	34,198.10T
This is a pro-rata adjustment for the maintenance which renewed on 8/27/08. Pro-rata amount is equal to 11 months of Gold maintenance.					-13,699.00	-13,699.00		-13,699.00
Subtotal						\$260,991.28		

Thank you for the opportunity to present this quotation to you! Set Solutions, Inc.

Sales Tax (0.0%)	\$0.00
TOTAL	\$260,991.28



Travis County Courthouse, Austin, Texas

TRAVIS COUNTY INFORMATION & TELECOMMUNICATION SYSTEMS

Joe Harlow Jr., Chief Information Officer

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

RECEIVED
TRAVIS COUNTY
PURCHASING
OFFICE
2008 SEP 11 AM 11:45

DATE: September 11, 2008
TO: Cyd V. Grimes, C.P.M-Travis County Purchasing Agent
FROM: Joe Harlow, Chief Information Officer *Joe Harlow*
VIA: Alicia Perez, Executive Manager
SUBJ: Recommendation to purchase LogLogic infrastructure/security products and support from Set Solutions

Proposed Motion:

Approve the purchase of the LogLogic infrastructure/security products from Set Solutions.

Summary and Staff Recommendation:

The ITS Department recommends the immediate purchase of the LogLogic solution and support from Set Solutions. The ITS Department recommends this purchase to replace end of life appliances to ensure that the county can continue to comply with county Health Insurance Portability Accountability Act (HIPAA) policy and to meet its obligations under (HIPAA). In addition, the department recommends the purchase of additional appliances to meet capacity needs that take into consideration the regulatory and contractual obligations that have arisen since the original purchase of the solution.

Budgetary and Fiscal Impact:

The total impact of the purchase is \$260,991.28. Funding is included in the below listed line items:

Hardware:	506-1230-801-8001	\$208,575.03
Maintenance, 1yr:	001-1230-523-5002	<u>\$ 52,416.25</u>
Total		\$260,991.28

Issues and Opportunities:

The county is required by local, state, and federal mandates to log information about the use, processing, storage, and transmission of protected information such as personally identifiable information (Social Security Numbers), Office of the Attorney General (OAG) data, electronic protected personally identifiable healthcare information (Wellness Clinic), electronic health information (HIPAA) criminal background information (CJIS), and personally identifiable financial information. This requires the ITS Department to produce local logs and then aggregate the raw log data from the variety of computers and network equipment, analyze the millions of messages contained within the logs, and retain raw log data for a period of up to seven years (HIPAA). The LogLogic solution allows for the ITS Department to easily perform these tasks through automation and meet compliance in a timely, cost and resource efficient way.

Background:

In April of 2005, Commissioners Court approved policy to comply with Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the associated Security and Privacy Regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Subtitle A, Subchapter C.. FY06 budgeting requests for security technologies to support HIPAA compliance were approved in September of 2005. The ITS Department has performed due diligence search and evaluation of multiple technologies to meet these requirements through April of 2006.

Required Authorizations:

Legal: John Hille, County Attorney
Purchasing: Cyd Grimes, Lori Clyde Purchasing Department
Budget: Randy Lott, Planning and Budget Office
cc: Lynn Harper, Administrative Operations; Brenda Spiker, ITS; Walter Lagrone, ITS, Shannon Clyde, ITS; Nick Macik, ITS; Russell Hahn, ITS

TRAVIS COUNTY

Fiscal Year 2008

Account Balance Inquiry

Account number :	1-1230-523.50-02
Fund :	001 GENERAL FUND
Department :	12 INFORMATION & TELECOMMUNI
Division :	30 OPERATIONS
Activity basic :	52 GENERAL GOVERNMENT
Sub activity :	3 INFORMATION SYSTEMS MGMT
Element :	50 REPR & MTNC-SERVCS PURCH
Object :	02 MAINTENANCE AGREEMENTS-DP

Original budget :	4,668,975	
Revised budget :	6,113,458	09/11/2008
Actual expenditures - current . . . :	28,401.44	
Actual expenditures - ytd :	3,154,116.78	
Unposted expenditures :	.00	
Encumbered amount :	1,043,135.04	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	353,601.08	
Total expenditures & encumbrances:	4,579,254.34	74.9%
Unencumbered balance :	1,534,203.66	25.1

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

TRAVIS COUNTY

Fiscal Year 2008

Account Balance Inquiry

Account number . . . : 506-1230-801.80-01
Fund : 506 L/T CERT OF OBLIG, 2007
Department : 12 INFORMATION & TELECOMMUNI
Division : 30 OPERATIONS
Activity basic : 80 CAPITAL PROJECTS
Sub activity : 1 GENERAL GOVERNMENT
Element : 80 CAPITAL EQMT
Object : 01 OFFICE EQUIP & FURNITURE

Original budget	0	
Revised budget	938,759	06/25/2008
Actual expenditures - current00	
Actual expenditures - ytd	716,762.44	
Unposted expenditures00	
Encumbered amount	54,878.13	
Unposted encumbrances00	
Pre-encumbrance amount00	
Total expenditures & encumbrances:	771,640.57	82.2%
Unencumbered balance	167,118.43	17.8

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

PURCHASE REQUISITION NBR: 0000450246

REQUISITION BY: TERRI FLEMING/854-4998

STATUS: INSUFFICIENT FUNDS
REASON: EOL SYSTEM EVENT LOGGING REPLACEMENT

DATE: 9/12/08

SHIP TO LOCATION: ITS - ANNEX COMPUTER ROOM SUGGESTED VENDOR: 57136 SEE SOLUTIONS INC

DELIVER BY DATE: 9/30/08

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

1	LX 101 LOG ANALYSIS APPLIANCE COMMODITY: COMP HARDWARE SUBCOMMOD: NETWORK COMPONENTS	1.00	EA	17787.0300	17787.03	
---	--	------	----	------------	----------	--

2	LX1010-12 GOLD SUPPORT INCLUDES PRORATED PORTION OF \$13699.00 FOR PRORATE D ADJUSTMENT FOR MAINTENANCE RENEWED ON 8/27/08 COMMODITY: DP PROCESS & SOFTWARE SVC SUBCOMMOD: COMPUTER MAINT. AGREEMENT	1.00	EA	4518.2100	4518.21	
---	--	------	----	-----------	---------	--

3	LX2010 LOG ANALYSIS APPLIANCE COMMODITY: COMP HARDWARE SUBCOMMOD: NETWORK COMPONENTS	2.00	EA	41397.0000	82794.00	
---	--	------	----	------------	----------	--

4	LX2010-12 GOLD SUPPORT FOR TWO DEVICES INCLUDES PRORATED PORTION OF \$13699.00 FOR PRORATE D ADJUSTMENT FOR MAINTENANCE RENEWED ON 8/27/08 COMMODITY: DP PROCESS & SOFTWARE SVC SUBCOMMOD: COMPUTER MAINT. AGREEMENT	1.00	EA	20785.7400	20785.74	
---	--	------	----	------------	----------	--

5	SI3010 LOG AGGREGATION APPLIANCE COMMODITY: COMP HARDWARE SUBCOMMOD: NETWORK COMPONENTS	2.00	EA	53997.0000	107994.00	
---	---	------	----	------------	-----------	--

6	SI3010-12 GOLD SUPPORT FOR TWO DEVICES INCLUDES PRORATED PORTION OF \$13699 FOR PRORATED ADJUSTMENT FOR MAINTENANCE RENEWED ON 8/27/08 COMMODITY: DP PROCESS & SOFTWARE SVC SUBCOMMOD: COMPUTER MAINT. AGREEMENT	1.00	EA	27112.3000	27112.30	
---	--	------	----	------------	----------	--

REQUISITION TOTAL: 260991.28

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	50612308018001	CAPITAL EQMT	100.00	17787.03
2	00112305235002	OFFICE EQUIP & FURNITURE REPR & MTNC-SERVCS PURCH	100.00	4518.21
3	50612308018001	MAINTENANCE AGREEMENTS-DP CAPITAL EQMT	100.00	82794.00
4	00112305235002	OFFICE EQUIP & FURNITURE REPR & MTNC-SERVCS PURCH	100.00	20785.74
5	50612308018001	MAINTENANCE AGREEMENTS-DP CAPITAL EQMT	100.00	107994.00
6	00112305235002	OFFICE EQUIP & FURNITURE REPR & MTNC-SERVCS PURCH	100.00	27112.30

PURCHASE REQUISITION NBR: 0000450246

REQUISITION BY: TERRI FLEMINGS/854-4998

STATUS: INSUFFICIENT FUNDS
REASON: EOL SYSTEM EVENT LOGGING REPLACEMENT

DATE: 9/12/08

SHIP TO LOCATION: ITS - ANNEX COMPUTER ROOM SUGGESTED VENDOR: 57136 SET SOLUTIONS INC

DELIVER BY DATE: 9/30/08

LINE
NBR DESCRIPTION

QUANTITY UOM UNIT
COST EXTEND
COST

VENDOR PART NUMBER

260991.28

REQUISITION IS IN THE CURRENT FISCAL YEAR.

**ORDER EXEMPTING
PURCHASE OF HARDWARE AND SUPPORT FOR UPGRADING LOGLOGIC
APPLIANCES FROM REQUIREMENTS OF THE COUNTY PURCHASING
ACT**

WHEREAS, the Commissioners Court of Travis County, Texas has received a Sole Source Justification from Travis County Information and Telecommunication Systems and an Affidavit of Single Source sworn and submitted by the Purchasing Agent in accordance with TEXAS LOCAL GOVERNMENT CODE, 262.024 (a) (7) (A) and

WHEREAS, based on the evidence presented, the Commissioners Court of Travis County, Texas finds that there is only one source available for the purchase of Hardware and Support for Upgrading Loglogic Appliances for Travis County.

NOW, THEREFORE, the Commissioners Court of Travis County, Texas hereby orders that the purchase of Hardware and Support for Upgrading Loglogic Appliances from Set Solutions, Inc. is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of items that can be obtained from only one source.

Signed and entered this _____ day of _____, 2008.

Samuel T. Biscoe, County Judge
Travis County, Texas

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Gerald Daugherty
Commissioner, Precinct 3

Margaret Gomez
Commissioner, Precinct 4

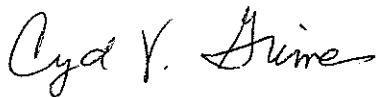
September 11, 2008

TO: Commissioners Court
Travis County, Texas

SOLE SOURCE ACQUISITION FROM SET SOLUTIONS, INC. FOR HARDWARE
AND SUPPORT FOR UPGRADING LOGLOGIC APPLIANCES

I certify that the purchase of the Hardware and Support for Upgrading Loglogic Appliances for Travis County constitutes a sole source procurement, and is only available through Set Solutions, Inc. I, therefore, find that this is a sole source purchase pursuant to V.T.C.A. Local Government Code 262.024 (a) (7) (A) and is exempt from competitive bidding.

This statement is submitted pursuant to V.T.C.A. Local Government Code 262.024 and is to be entered into the Commissioners Court minutes.



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

APPROVED () DISAPPROVED ()

BY COMMISSIONERS COURT ON

(DATE)

(COUNTY JUDGE)



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

30

Approved by: _____

Cyd V. Grimes 9/16/08

Voting Session: Tuesday, September 23, 2008

REQUESTED ACTION: A: APPROVE CONTRACT AWARDS FOR JANITORIAL SERVICES, VARIOUS LOCATIONS, IFB #B080279-LD, TO THE QUALIFIED LOW BIDDERS (FM, TNR):

1. K B CONTRACT CLEANERS, GROUPS B, E AND F
2. INTERNATIONAL BUILDING SERVICES, GROUPS C, D AND G

Points of Contact:

Purchasing: Loren Breland, 854-4854

Department: Facilities Management, Alicia Perez, Executive Manager, Roger A. El Khoury, P.E., Director, John Carr, 854-9661, TNR, Joe Gieselman, Executive Manager, Christina Jensen, 854-9383

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 will provide janitorial services at various Travis County locations.

Bid #B080279-LD was issued through RFPDepot on 8/11/08 and 5 bids were received on 9/2/08. The award recommendation is to award to the lowest responsive bidders for the respective bid groups. The bid received from Southwest Key Maintenance is non-responsive. Southwest Key Maintenance did not submit references reflecting the janitorial experience required.

There is no award recommendation for Group A. Group A was removed from the bid requirements as janitorial services are no longer needed at that location.

Contract Expenditures: Within the last 12 months \$60,175.55 has been spent against this requirement.

➤ **Contract-Related Information:**

Award Amount: Estimated Quantity, As Needed Basis

Contract Type: Term Contract

Contract Period: October 5, 2008 – October 4, 2009

➤ **Contract Modification Information:**

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 32

Responses Received: 5

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s): 001-1403-525-6099, 001-4945-631-6099

Comments: Departments enter requisitions on an as needed basis.

➤ **Statutory Verification of Funding:**

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

APPROVED ()

DISAPPROVED ()

BY COMMISSIONERS COURT ON:

DATE

COUNTY JUDGE



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FMD Project: SVCOT-07-09F-XM
File: 703

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

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

FROM: John F. Carr, Administrative Director

DATE: September 11, 2008

SUBJECT: Janitorial Services – Various Locations
Contract Awards of IFB No. B080279-LD

Roger El Khoury
John F. Carr

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2008 SEP 11 PM 1:21
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OFFICE

Facilities Management Department (FMD) has completed the review of the five bids received for Janitorial Services, Various Locations. The apparent low bidder, Southwest Key Maintenance LLC, was unable to produce the required references. Therefore, per Purchasing Office, the apparent low bidder is not eligible for award. FMD recommends awarding contracts to the second low bidder for each group. Both recommended bidders have previously held cleaning contracts with the County and have provided acceptable services. Recommendations for award are as follows:

Group	Location	Vendor	Annual Amount
B	South Rural CC/Clinic	K-B Contract Cleaning	\$12,022.00
C	East Rural CC/Clinic	International Building Services	\$13,853.10
D	Housing	International Building Services	\$4,376.55
E	Starflight	K-B Contract Cleaning	\$5,986.00
F	West Command	K-B Contract Cleaning	\$11,130.00
G	East Command	International Building Services	\$13,076.55

Funding for these cleaning services are in FMD account line 001-1403-525-6099. Please direct any questions on this request to Rony Aouad at 44781. Your assistance in this request is greatly appreciated.

COPY TO:

Alicia Perez, Executive Manager, Administrative Operations
Lloyd Evans, Maintenance Division Director, FMD
Amy Draper, CPA, Financial Manager, FMD
Loren Breland, Purchasing Agent Assistant, Purchasing



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TRAVIS COUNTY
2008 SEP 16 AM 8:34
PURCHASING
OFFICE

TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

September 15, 2008


MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
FROM: Joseph P. Gieselman, Executive Manager
SUBJECT: Award of Bid, IFB#B080279LD – Janitorial Service, Various Locations

TNR has reviewed the above referenced bids and recommends award of Group F – TNR Parks West to the next lowest bidder, KB Contract Cleaning Inc. The lowest bidder was unable to provide the required documentation and was therefore unresponsive.

The commodity code for Janitorial Services is 910 and the sub-commodity is 039. The budget line is 001-4945-631-6099.

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

 CJ:JPG:cj
Contract File

TRAVIS COUNTY

Fiscal Year 2008

Account Balance Inquiry

Account number : 506-4931-808.81-64
Fund : 506 L/T CERT OF OBLIG, 2007
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 31 RD CAPACITY/BRIDGE REPLMT
Activity basic : 80 CAPITAL PROJECTS
Sub activity : 8 INFRA&ENV SVS (TRANS&RDS)
Element : 81 CAPITAL OUTLAY
Object : 64 PURCH SVC-INFRASTRCTR RDS

Original budget :	0	
Revised budget :	500,000	10/01/2007
Actual expenditures - current :		.00
Actual expenditures - ytd :	17,319.28	
Unposted expenditures :		.00
Encumbered amount :	528.50	
Unposted encumbrances :		.00
Pre-encumbrance amount :	99,590.20	
Total expenditures & encumbrances:	117,437.98	23.5%
Unencumbered balance :	382,562.02	76.5

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

IFB..... **B080279-LD**
 COMMODITY..... **Janitorial Services, Various Locations**
 USING DEPT..... **FM, TNR**
 BIDS SOLICITED..... **32**
 BIDS RECEIVED..... **5**

<u>MBE/WBE</u>	<u>BIDDER:</u>	<u>LOCATION:</u>
1 No	Southwest Key Maintenance	Austin, TX
2 Yes	International Building Services	Austin, TX
3 No	KB Contract Cleaning	Austin, TX
4 No	Career Partners LLC	Jonesboro, GA
5 Yes	Herrera & Sons	Hutto, TX

<u>MBE/WBE</u>	<u>BIDDER:</u>	<u>LOCATION:</u>
6		
7		
8		
9		
10		

DESCRIPTION	Southwest Key Maintenance	International Building Services	KB Contract Cleaning	Career Partners LLC	Herrera & Sons
GROUP B					
South Rural Community Center	7,340.00	9,376.55	7,086.00	22,114.50	
South Rural Health Clinic	3,462.00	4,376.55	4,936.00	8,014.50	
Group B Total	10,802.00	13,753.10	12,022.00	30,129.00	
GROUP C					
East Rural Community Center	10,654.00	8,276.55	10,462.00	23,234.50	
East Rural Health Center	3,640.00	5,576.55	5,362.00	7,214.50	
Group C Total	14,294.00	13,853.10	15,824.00	30,449.00	
GROUP D					
Travis County Housing Services	4,290.00	4,376.55	4,760.00	9,074.50	11,322.00
GROUP E					
Starflight	5,584.00	6,776.55	5,986.00	10,674.50	13,742.00
GROUP F					
Sheriff's Office West Command	10,662.00	11,576.55	11,130.00	20,914.50	
TNR Parks West & Road and Bridge	4,944.00	5,500.00	5,932.00	8,300.00	10,000.00
Group F Total	15,606.00	17,076.55	17,062.00	29,214.50	10,000.00
Group G					
Sheriff's Office East Command & Purchasing Warehouse	13,506.00	13,076.55	14,752.00	33,854.50	

TRAVIS COUNTY

9/12/08
09:26:22

Fiscal Year 2008

Account Balance Inquiry

Account number :	1-1403-525.60-99
Fund :	001 GENERAL FUND
Department :	14 FACILITIES MANAGEMENT
Division :	03 CUSTODIAL SERVICES
Activity basic :	52 GENERAL GOVERNMENT
Sub activity :	5 FACILITIES
Element :	60 OTHER PURCHASED SERVICES
Object :	99 OTHER PURCHASED SERVICES

Original budget :	360,223	
Revised budget :	287,105	09/02/2008
Actual expenditures - current :	7,985.16	
Actual expenditures - ytd :	196,739.53	
Unposted expenditures :	.00	
Encumbered amount :	43,932.80	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	.00	
Total expenditures & encumbrances:	248,657.49	86.6%
Unencumbered balance :	38,447.51	13.4

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

TRAVIS COUNTY

Fiscal Year 2008

Account Balance Inquiry

Account number :	1-4945-631.60-99
Fund :	001 GENERAL FUND
Department :	49 TNR (TRANS & NATRL RESRC)
Division :	45 PARK SERVICES
Activity basic :	63 COMM-ECON DEV (PKS & REC)
Sub activity :	1 PITD (PARKS)
Element :	60 OTHER PURCHASED SERVICES
Object :	99 OTHER PURCHASED SERVICES

Original budget :	108,769	
Revised budget :	268,853	08/13/2008
Actual expenditures - current :	12,535.00	
Actual expenditures - ytd :	68,303.05	
Unposted expenditures :	.00	
Encumbered amount :	66,977.52	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	119,215.00	
Total expenditures & encumbrances:	267,030.57	99.3%
Unencumbered balance :	1,822.43	0.7

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



TRAVIS COUNTY PURCHASING OFFICE

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

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

31

Approved by: _____

Cyd V. Grimes 9/16/08 AB

Voting Session: Tuesday, September 23, 2008

REQUESTED ACTION: APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 4) TO INTERLOCAL AGREEMENT NO. IL060054RE, WITH AUSTIN INDEPENDENT SCHOOL DISTRICT, FOR ADULT BASIC EDUCATION SERVICES. (HHS & VS)

Points of Contact:

- Purchasing:** Rebecca Gardner
- Department:** HHS, Sherri Fleming, Executive Manager
- County Attorney (when applicable):** Mary Etta Gerhardt
- County Planning and Budget Office:** Leroy Nellis
- County Auditor's Office:** Susan Spataro And Jose Palacios
- Other:**

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08 SEP 17 AM 9:35

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by statutes.
- Through this interlocal agreement, Austin Independent School District (AISD) teaches English as a Second Language (ESL) and citizenship skills to adults at various AISD campuses. Services are provided at Metz, Pecan Springs, and Walnut Creek Elementary schools, as well as Burnet Middle School and Lanier High.
- This modification no. 4 renews the contract for an additional twelve month period from October 1, 2008 through September 30, 2009. Funding for this renewal period shall not exceed \$108,150.00.
- The modification is currently being routed for signature of all appropriate parties, and will be provided for Court approval upon receipt. Due to the fact these contracts expire on September 30, 2008, it was determined to be a prudent business decision to place the modification on the agenda prior to actually having signed originals, but with the knowledge the item could be postponed one week should the modifications not be ready for Court approval at the designated time.
- Modification No. 3 renewed the contract for an additional twelve-month period from October 1, 2007 through September 30, 2008 and included a 5% funding increase from FY'07 bringing the new total to \$108,150.

- Modification No. 2 renewed the agreement for an additional twelve-month period from October 1, 2006 through September 30, 2007.
- Modification No. 1 increased the funds from \$100,000 to \$103,000.
- **Contract Expenditures:** Within the last 12 months \$103,000.00 has been spent against this contract.

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$100,000.00
Contract Type: Professional Services
Contract Period: October 1, 2005 – September 30, 2006

➤ **Contract Modification Information:**

Modification Amount: \$108,150.00
Modification Type: Bilateral
Modification Period: October 1, 2008 – September 30, 2009

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A Responses Received: N/A
HUB Information: N/A % HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: Funds to be entered after new budget loaded.
- Funding Account(s): 00158916116099
- Comments:

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified Not Verified by Auditor.



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

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

DATE: September 16, 2008
TO: Members of the Commissioners Court
FROM: Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service
SUBJECT: AISD Adult Basic Education contract renewal

Proposed Motion:

Consider and take appropriate action to approve renewing the interlocal agreement with Austin Independent School District for Adult Basic Education Services for FY'09.

Summary and Staff Recommendations:

This interlocal provides funds to the Austin Independent School District (AISD) for Adult Basic Education Services. Adults take English as a Second Language (ESL) and citizenship classes at various AISD campuses. County funds, in conjunction with funds from the City of Austin, will provide ESL instruction at five locations in FY'09: Metz, Pecan Springs, and Walnut Creek Elementary schools, Burnet Middle School, and Lanier High School.

TCHHSVS staff recommends renewing the contract.

Budgetary and Fiscal Impact:

The FY'09 contract amount is \$108,150. Funding is in line item 001-5891-611-6099. The contract follows the county fiscal year. The contract number is IL060054RE. The contract requisition will be entered once the FY'09 budget is approved and loaded into H.T.E.

Issues and Opportunities:

The AISD Adult Basic Education program emphasizes active student participation and seeks to develop citizenship skills in students while teaching them English. Students participate in decisions regarding their instruction. A steering committee comprised of students, other members of the community, school principals and program staff is involved in program oversight.

Background:

The Commissioners Court first approved the AISD interlocal for Adult Basic Education Services in FY'98. The court has renewed the contract each year since then.

Cc: 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

Account Balance Inquiry

Account number : 1-5891-611.62-94
Fund : 001 GENERAL FUND
Department : 58 HEALTH & HUMAN SERVICES
Division : 91 SOC SVCS AGENCY CONTRACTS
Activity basic : 61 HEALTH-HUM SVCS (HUM SVC)
Sub activity : 1 HUMAN SERVICES
Element : 62 HUMAN SERVICES
Object : 94 WORKFORCE DEVELOPMENT

Original budget : 1,562,404
Revised budget : 1,965,164 09/16/2008
Actual expenditures - current : 36,957.31
Actual expenditures - ytd : 1,320,140.38
Unposted expenditures : .00
Encumbered amount : 435,521.53
Unposted encumbrances : .00
Pre-encumbrance amount : 149,237.00
Total expenditures & encumbrances : 1,941,856.22 98.8%
Unencumbered balance : 23,307.78 1.2

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

MODIFICATION OF CONTRACT NUMBER: IL060054RE-Adult Basic Education

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Rebecca Gardner TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: September 16, 2008
ISSUED TO: Austin Independent School District 1111 West 6 th Street Austin, Texas 78703	MODIFICATION NO.: <p style="text-align: center;">4</p>	EXECUTED DATE OF ORIGINAL CONTRACT: October 1, 2005
ORIGINAL CONTRACT TERM DATES: <u>October 1, 2005-September 30, 2006</u>		CURRENT CONTRACT TERM DATES: <u>October 1, 2007-September 30, 2008</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY:
 Original Contract Amount: \$100,000.00 Current Modified Amount: \$419,300.00

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

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

1. Renewal for an additional twelve month period from October 1, 2008 through September 30, 2009.
2. Contract funds for renewal period shall not exceed \$108,150.00.

See attached amendment for additional information.

 **DRAFT**

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

2009 RENEWAL OF INTERLOCAL COOPERATION AGREEMENT
BETWEEN TRAVIS COUNTY AND
AUSTIN INDEPENDENT SCHOOL DISTRICT FOR
ADULT BASIC EDUCATION SERVICES

This Renewal of written instrument ("2009 Renewal") is entered into by the following parties: Travis County, a political subdivision of the state of Texas ("County"), and Austin Independent School District ("AISD"), a state agency.

RECITALS

County entered into a contract with AISD to provide adult basic education services ("Agreement"), the Initial Term of which began October 1, 2005, and terminated September 30, 2006 ("Initial Term").

AISD agreed to provide services and activities for indigent and other qualified recipients in accordance with the terms of the Agreement, including the attachments thereto, during any approved Agreement period.

Pursuant to the terms of the Agreement, the Agreement was renewed by the Parties for additional one-year terms, with the current term beginning October 1, 2007, and terminating September 30, 2008 ("2008 Renewal Term").

The Agreement allows the Parties to renew the Agreement with written approval, and the Parties desire to renew the Agreement.

In consideration of the mutual benefits to be received through the following changes, County and AISD agree to change the Agreement as follows:

1.0 GENERAL TERMS

1.1 2009 Renewal. The Parties acknowledge and agree that this 2009 Renewal constitutes the renewal and amendment of the Agreement for an additional term beginning October 1, 2008, and terminating September 30, 2009, with the changes in terms to the Agreement as specified in this 2009 Renewal.

2.0 AISD PERFORMANCE

2.1 Services and Activities. The Parties acknowledge and agree that AISD shall perform, either directly or indirectly through Subcontracts, in a satisfactory manner as determined by County, through Department, services and activities in accordance with the terms and conditions stated in this Agreement as previously amended.

2.2 Insurance. The Parties agree that the requirements for insurance for the 2009 Renewal will continue as set forth in the original Agreement. AISD agrees to provide current 2009 documentation of such insurance as required under the Agreement.

2.3 Limitations. Unless otherwise specifically stated herein, the performances required under this 2009 Renewal are performable only during the 2009 Renewal Term, and performances required under any other Agreement Term(s) were performable only during the applicable Term. Performance requirements and payment shall not carry over from one Agreement Term to another.

2.4 2009 Update. Within fifteen (15) days of execution of this 2009 Renewal, AISD agrees to provide Department, with a copy to the Purchasing Agent, current updates of all policies, materials, and other information required under the Agreement, including, but not limited to, the following as described under the Agreement:

- 2.4.1 Proof of Insurance
- 2.4.2 Update of any Policies and Procedures
- 2.4.3 Updated W-9 Taxpayer Identification Form
- 2.4.4 Updated IRS 990 Form
- 2.4.5 Change of Identity Information (Name, Address, etc.)

2.5 Debarment, Suspension and Other Responsibility Matters. By signing this 2009 Renewal, AISD certifies that, to the best of its knowledge and belief, it and its principles continue to meet compliance requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension" requirements as set forth in the Agreement.

2.6 Certification and Warranty. By signing this 2009 Renewal, AISD certifies and warrants that all certifications and warranties under the Agreement continue to be in full force and effect. AISD also acknowledges and agrees that it has read all terms and provisions of the Agreement and understands and agrees that, to the extent not specifically changed by this 2009 Renewal, those terms and conditions remain in full force and effect for the 2009 Renewal Term.

3.0 ENTIRE AGREEMENT

3.1 Attachments. The Parties agree that the terms of Attachment A-08, "2008 Work Statement, Performance Measures and Budget," attached to the 2008 Renewal as Exhibit 1, will continue to govern performance during the 2009 Renewal Term.

4.0 FINANCIAL PROVISIONS

4.1 Maximum Funds. The Parties agree to amend Section 13.1.1, "Maximum Amount," by adding the following:

13.1.1(c) 2009 Renewal Maximum Amount. Subject to the requirements in Sections 13.1.2 and 13.2 and other applicable provisions of this Agreement, in consideration of full and satisfactory performance of the services and activities provided under the terms of this Agreement during the 2009 Renewal Term, as determined by County, County shall provide funds not to exceed the following amount during the Initial Agreement Term:

\$ 108,150.00.

5.0 INCORPORATION

5.1 County and AISD hereby incorporate the Agreement into this 2009 Renewal. Except for the changes made in this 2009 Renewal, County and AISD hereby ratify all the terms and conditions of the Agreement as amended. The Agreement with the changes made in this 2009 Renewal constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

5.2 The Parties agree that all requirements and obligations of the Agreement which have not been specifically changed by this 2009 Renewal which make reference to the Agreement period prior to this 2009 Renewal apply in the same manner to performance by the Parties during the 2009 Renewal Term of the Agreement as amended.

6.0 EFFECTIVE DATE

6.1 This 2009 Renewal is effective October 1, 2008, when it is approved and signed by both Parties. This Agreement, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.



TRAVIS COUNTY PURCHASING OFFICE

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

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

32

Approved by: _____

Cyd V. Grimes 9/16/08 *YMB*

Voting Session: Tuesday, September 23, 2008

REQUESTED ACTION: APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 6) TO CONTRACT NO. PS060183RE, WITH COUNCIL ON AT-RISK YOUTH, FOR YOUTH VIOLENCE PREVENTION PROGRAM. (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:**

RECEIVED
COUNTY JUDGE'S OFFICE
08 SEP 17 AM 9:35

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by statutes.
- The Youth Violence Prevention Program will serve students at Bedichek, Dobie and Webb middle schools, and the Alternative Learning Center. The program is designed to reduce physical and verbal violence incidents among youth who are already in the school disciplinary system. Program components include violence prevention skills training, individual counseling, and service learning projects for students referred by school authorities.
- Modification no. 6 renews the contract for an additional twelve-month period from October 1, 2008 through September 30, 2009. Contract funds are not to exceed \$100,000 for this period.
- The modification is currently being routed for signature of all appropriate parties, and will be provided for Court approval upon receipt. Due to the fact these contracts expire on September 30, 2008, it was determined to be a prudent business decision to place the modification on the agenda prior to actually having signed originals, but with the knowledge the item could be postponed one week should the modifications not be ready for Court approval at the designated time.
- Modification no. 5 replaced the work statement, budget and funding summary.

- Modification no. 4 renewed the contract for an additional twelve-month period from October 1, 2007 through September 30, 2008. Contract funds were not to exceed \$100,000.
- Modification no. 3 renewed the agreement for an addition twelve-month period from October 1, 2006 through September 30, 2007.
- Modification no. 2 replaced the budget and incorporated Exhibit 2 "Subcontracted Expense Form".
- Modification no. 1 deleted and replaced language in Section 16.1.4 regarding audit submission.

- **Contract Expenditures:** Within the last 12 months \$100,000.00 has been spent against this contract.

- **Contract-Related Information:**
 - Award Amount: \$50,000.00
 - Contract Type: Professional Services
 - Contract Period: March 1, 2006-September 30, 2006

- **Contract Modification Information:**
 - Modification Amount: \$100,000.00
 - Modification Type: Bilateral
 - Modification Period: October 1, 2008 – September 30, 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.: To be entered after new budget is loaded.
 - Funding Account(s): 00158916116290
 - Comments:

- **Statutory Verification of Funding:**
 - Contract Verification Form: Funds Verified Not Verified X by Auditor.

TRAVIS COUNTY

Fiscal Year 2008

Account Balance Inquiry

Account number	:	1-5891-611.62-94
Fund	:	001 GENERAL FUND
Department	:	58 HEALTH & HUMAN SERVICES
Division	:	91 SOC SVCS AGENCY CONTRACTS
Activity basic	:	61 HEALTH-HUM SVCS (HUM SVC)
Sub activity	:	1 HUMAN SERVICES
Element	:	62 HUMAN SERVICES
Object	:	94 WORKFORCE DEVELOPMENT

Original budget	:	1,562,404	
Revised budget	:	1,965,164	09/16/2008
Actual expenditures - current	:	36,957.31	
Actual expenditures - ytd	:	1,320,140.38	
Unposted expenditures	:	.00	
Encumbered amount	:	435,521.53	
Unposted encumbrances	:	.00	
Pre-encumbrance amount	:	149,237.00	
Total expenditures & encumbrances:	:	1,941,856.22	98.8%
Unencumbered balance	:	23,307.78	1.2

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



**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: September 16, 2008
TO: Members of the Commissioners Court

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

SUBJECT: Council on At-Risk Youth contract renewal

Proposed Motion:

Consider and take appropriate action to approve renewing the contract with the Council on At-Risk Youth (CARY) for FY'09.

Summary and Staff Recommendations:

CARY operates a Youth Violence Prevention Program at Bedichek, Dobie, Gus Garcia, Webb and Pearce middle schools as well as the Alternative Learning Center. Travis County funding supports the program at the Alternative Learning Center and at Gus Garcia Middle School.

The Youth Violence Prevention Program is designed to reduce physical and verbal violence incidents among youth who are already in the school disciplinary system. Program components include violence prevention skills training, individual counseling, and service learning projects for students referred by school authorities.

Program participants are typically behind academically, represent behavioral management problems, and come from families characterized by poverty, drug and alcohol abuse, and incarceration of family members. The target population consists of 11- to 15-year-old male and female students who have been assigned to in-school or out-of-school suspension, placed in disciplinary detention, selected by principals as needing intervention, or removed from class and assigned to the Alternative Learning Center. Characteristic behaviors of the target population include assault, abuse,

aggression, insubordination, bullying, sexual harassment, intimidation of others, destruction of school property, sale of dangerous drugs, and possession of weapons.

Budgetary and Fiscal Impact:

The FY'09 contract amount is \$100,000. The contract funding is in line item 001-5891-611-6290. The contract follows the county fiscal year. The contract number is PS060183RE.

Issues and Opportunities:

CARY coordinates closely with principals, vice principals, counselors and teachers. It coordinates delivery of services with Communities in Schools, Boys and Girls Club and other organizations providing mental health therapy, drug abuse prevention and youth development services. This coordination assures quality management and delivery of services, assures that students most in need are targeted by school administrators and faculty, and assures that services are coordinated, not duplicated by the respective service providers.

Background:

CARY is dedicated to helping youth avoid violence, drug abuse and delinquency through public information, training, and management of youth violence prevention programs. CARY surveys best practice prevention initiatives, collaborates with other organizations, and implements violence prevention programs for groups of youth who are at risk of violent behavior.

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

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

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

DATE PREPARED:
October 26, 2007

ISSUED TO:
Council on At-Risk Youth
3710 Cedar Street, Box 23
Austin, Texas 78705

MODIFICATION NO.:
6

EXECUTED DATE OF ORIGINAL CONTRACT:
March 1, 2006

ORIGINAL CONTRACT TERM DATES: March 1, 2006-September 30, 2006

CURRENT CONTRACT TERM DATES: October 1, 2007-September 30, 2008

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$50,000.00

Current Modified Amount \$200,000.00

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.

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

1. Renewal for an additional twelve month period, from October 1, 2008 through September 30, 2009.
2. Contract funds for this renewal period shall not exceed \$100,000.

See attached for additional information.



Note to Vendor/City:

Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.

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

LEGAL BUSINESS NAME: _____

BY: _____
SIGNATURE

BY: _____
PRINT NAME

TITLE: _____
ITS DULY AUTHORIZED AGENT

DBA

CORPORATION

OTHER

DATE:

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:

**2009 RENEWAL OF CONTRACT BETWEEN
TRAVIS COUNTY AND
COUNCIL ON AT-RISK YOUTH**

This 2009 Renewal ("09 Renewal") of Contract is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County"), and Council on At-Risk Youth ("Contractor").

RECITALS

County and Contractor entered into an agreement to provide services for the care of indigents, for public health education and information and/or for other authorized services ("Contract") the Initial Term of which began March 1, 2006, and terminated September 30, 2006 ("Initial Contract Term").

Under the Contract, Contractor agreed to provide personal and professional services for the care of indigents and other qualified recipients and for public health education and information, in accordance with the terms of the Contract, thus providing services which further a public purpose.

Pursuant to the terms of the Contract, County and Contractor have agreed to renew the Contract for additional one-year terms, with the last term beginning October 1, 2007, and ending September 30, 2008 ("2008 Renewal Term").

The Contract provides for renewal of the agreement by the written agreement of the Parties.

County and Contractor desire to renew the Contract for an additional one-year term, beginning October 1, 2008, and ending September 30, 2009.

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to renew the Contract as follows:

1.0 GENERAL TERMS.

1.1 **2009 Renewal Term.** The Parties acknowledge and agree to renew the Contract for an additional one-year term beginning October 1, 2008, and terminating September 30, 2009 ("2009 Renewal Term").

2.0 CONTRACTOR PERFORMANCE

2.1 **Contractor Services.** During the 2009 Renewal Term, Contractor shall perform, in a satisfactory manner as determined by County, through County Department, services and activities in accordance with the terms and conditions stated in this Contract as renewed herein.

3.0 FINANCIAL PROVISIONS

3.1 **Maximum Funds.** Subject to the requirements of the Contract, as amended, in consideration of the full and satisfactory performance of the services and activities provided by Contractor under the terms of the Contract, as determined by County, County shall provide Contract Funds not to exceed the following amount during the 2009 Renewal Term:

\$100,000.00

4.0 OTHER PROVISIONS.

4.1 **Insurance.** The Parties agree that the requirements for insurance for the '09 Renewal Term will continue as set forth in the Contract. Contractor agrees to provide current documentation of such insurance as required under the Contract.

4.2 **Limitations.** Unless otherwise specifically stated herein, the performance required under this '09 Renewal is performable only during the '09 Renewal Term, and performance requirements and payment shall not carry over from one contract term to another.

4.3 **Update.** Within fifteen (15) days of execution of this '09 Renewal, Contractor agrees to provide Department, with a copy to the Purchasing Agent, current updates of all policies, materials and other information required under the Contract, including , but not limited to, the following:

- 4.3.1 Completed '09 Ethics Affidavit
- 4.3.2 Proof of Insurance
- 4.3.3 Update of any policies and procedures
- 4.3.4 Updated W-9 Taxpayer Identification Form
- 4.3.5 Updated IRS 990 Form
- 4.3.6 Change of Identity Information (Name, Address, Etc.), where applicable

4.4 **Debarment, Suspension and Other Responsibility Matters.** By signing this '09 Renewal, Contractor certifies that, to the best of its knowledge and belief, it and its principles continue to meet compliance requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension" requirements as set forth in the Contract.

4.5 **Certification and Warranty.** By signing this '09 Renewal, Contractor certifies and warrants that all certifications and warranties under the Contract continue to be in full force and effect. Contractor also acknowledges and agrees that it has read all terms and provisions of the Contract and understands and agrees that, to the extent not specifically changed by this '09 Renewal, those terms and conditions remain in full force and effect for the '09 Renewal Term.

4.6 **Forfeiture of Contract.** For the '09 Renewal Term, the provisions of the Contract relating to Forfeiture of Contract and the Key Contracting Person list will reference the '09 Ethics Affidavit and Key Contracting Persons list set forth in Exhibit 1 of this '09 Renewal, to be completed by Contractor as a part of this '09 Renewal.

4.7 **Conflict of Interest Questionnaire.** For the '09 Renewal Term, the provisions of the Contract relating to the Conflict of Interest Questionnaire will reference the '09 Conflict of Interest Questionnaire set forth in Exhibit 2 of this '09 Renewal, to be completed by Contractor as a part of this '09 Renewal.

5.0 INCORPORATION

5.1 County and Contractor hereby incorporate the Contract into this '09 Renewal. Except for the changes made in this '09 Renewal, County and Contractor hereby ratify all the terms and conditions of the Contract as amended. The Contract with the changes made in this '09 Renewal constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties. All provisions in the Contract not specifically amended herein remain the same and in full force and effect.

6.0 EFFECTIVE DATE

6.1 This '09 Renewal is effective October 1, 2008, when it is approved and signed by both Parties. This Contract, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

EXHIBIT 1

ETHICS AFFIDAVIT AND KEY CONTRACTING PERSONS

STATE OF TEXAS }
COUNTY OF TRAVIS }

ETHICS AFFIDAVIT

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

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proponent to make this affidavit for Proponent.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Proponent has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "A".
5. Affiant has personally read Exhibit "A" to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "A" with whom Proponent is doing business or has done business during the 365-day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

Signature of Affiant

Address

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

Notary Public, State of _____

Typed or printed name of notary
My commission expires: _____

Proposer acknowledges that Proposer is doing business or has done business during the 365-day period immediately prior to the date on which this proposal is due with the following key contracting persons and warrants that these are the only such key contracting persons:

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

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
August 6, 2008

CURRENT

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

CURRENT - continued

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

FORMER EMPLOYEES

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

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

EXHIBIT 2

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/07



TRAVIS COUNTY PURCHASING OFFICE

33

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 9/17/08

Voting Session: Tuesday, September 23, 2008

REQUESTED ACTION: APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 6) TO INTERLOCAL AGREEMENT NO. IL030034RE, WITH TRAVIS COUNTY EMERGENCY SERVICES DISTRICT 4, FOR FIREFIGHTER TRAINING ACADEMY. (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:**

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COUNTY JUDGES OFFICE
08 SEP 17 PM 2:45

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by statutes.
- Through this contract the Firefighter Training Academy addresses both public safety and workforce development needs in Travis County. Participating cadets receive training that prepares them to take the state firefighter certification test as well as training that allows them to become a certified Emergency Medical Technician (EMT). The program is designed to put young minority adults on a career path and increase the supply of qualified firefighters and EMT personnel in rural parts of Travis County.
- The modification is currently being routed for signature of all appropriate parties, and will be provided for Court approval upon receipt. Due to the fact these contracts expire on September 30, 2008, it was determined to be a prudent business decision to place the modification on the agenda prior to actually having signed originals, but with the knowledge the item could be postponed one week should the modifications not be ready for Court approval at the designated time.
- Modification No. 5 renews the agreement for an addition twelve-month period from October 1, 2007 through September 30, 2008 with a not to exceed amount of \$96,000.
- Modification No. 4 renewed the agreement for an additional twelve-month period from October 1, 2006 through September 30, 2007.

- Modification No. 3 renewed the agreement for an additional twelve-month period from October 1, 2005 through September 30, 2006.
- Modification No. 2 renewed the agreement for an additional twelve-month period from October 1, 2004 through September 30, 2005.
- Modification No. 1 renewed the Interlocal Agreement for an additional twelve-month period from October 1, 2003 through September 30, 2004.
- **Contract Expenditures:** Within the last 12 months \$92,600.00 has been spent against this contract.

➤ **Contract-Related Information:**

Award Amount: \$92,600.00
Contract Type: Professional Services
Contract Period: October 1, 2005 – September 30, 2006

➤ **Contract Modification Information:**

Modification Amount: \$96,000.00
Modification Type: Bilateral
Modification Period: October 1, 2008 – September 30, 2009

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A Responses Received: N/A
HUB Information: N/A % HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: To be entered after new budget is loaded.
- Funding Account(s): 00158916116294
- Comments:

➤ **Statutory Verification of Funding:**

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



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

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

DATE: September 16, 2008
TO: Members of the Commissioners Court
FROM: Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service
SUBJECT: Firefighter Training Academy contract renewal

Proposed Motion:

Consider and take appropriate action to approve renewing the Firefighter Training Academy contract for FY'09.

Summary and Staff Recommendations:

The Firefighter Training Academy addresses both public safety and workforce development needs in Travis County. Cadets receive training that prepares them to take the state firefighter certification test. They also receive training that allows them to become a certified Emergency Medical Technician (EMT). The program is designed to put young minority adults on a career path and increase the supply of qualified firefighters and EMT personnel in rural parts of Travis County.

TCHHSVS staff recommends renewing the contract for FY'09.

Budgetary and Fiscal Impact:

The \$96,000 budget for FY'09 will be paid from 001-5891-611-6294. This contract follows the county fiscal year. The contract number is IL030034EF. The requisition will be entered once the FY'09 budget is approved and loaded into H.T.E.

Issues and Opportunities:

The contract pays for training expenses, supplies and equipment, and the cost of the state tests necessary to prepare cadets to become certified firefighters and EMTs. Each cadet is required to provide a minimum of 216 hours of volunteer service during training. Many graduates find positions as firefighters within Travis County but some are hired by fire departments outside the county.

Background:

The academy focuses its recruiting on low-income, minority young adults between the ages of 19 and 24 from the Del Valle, Imperial Valley and Austin's Colony neighborhoods and surrounding areas.

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

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Rebecca Gardner TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: August 30, 2007
ISSUED TO: Travis County Emergency Services District 4 11800 N. Lamar #48 Austin, TX 78753	MODIFICATION NO.: 6	EXECUTED DATE OF ORIGINAL CONTRACT: November 1, 2002
ORIGINAL CONTRACT TERM DATES: <u>November 1, 2002- September 30, 2003</u> CURRENT CONTRACT TERM DATES: <u>October 1, 2008- September 30, 2008</u>		

FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: \$80,500.00 Current Modified Amount \$96,000.00

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.

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

1. Renewal for an additional twelve month period, from October 1, 2008 through September 30, 2009.
2. Contract funds for this renewal period shall not exceed \$96,000.00.
3. Amend Section 15.2 "Attachments" by adding '09 Renewal Term Invoice and '09 Monthly Report Form as attached to this modification as Exhibit I.

See attached amendment for additional information.

 **DRAFT**

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

LEGAL BUSINESS NAME: _____	<input type="checkbox"/> DBA
BY: _____ SIGNATURE	<input type="checkbox"/> CORPORATION
BY: _____ PRINT NAME	<input type="checkbox"/> OTHER
TITLE: _____ ITS DULY AUTHORIZED AGENT	DATE: _____
TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	
TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

EXHIBIT 1

'09 RENEWAL TERM

FIREFIGHTER ACADEMY PROGRAM INVOICE

INTERLOCAL AGREEMENT: _____

MONTH/YEAR: _____

PURCHASE ORDER NUMBER:

This invoice is submitted in accordance with the terms and conditions of the above referenced interlocal agreement. Emergency Services District (ESD) 4 warrants that all of the information contained in the invoice and attached monthly report is true and accurate and that services were provided for the Firefighter Academy Program.

Certified By: _____
Chief Don Smith, ESD-4

Date: _____

Monthly Fixed Price Amount Due: \$ 13,714.28

COUNTY ACCEPTANCE OF PERFORMANCE AND APPROVAL OF INVOICE

This invoice has been reviewed and the amount of \$_____ is approved for payment. The services performed have been deemed satisfactory in accordance with the terms and conditions of this interlocal.

Certified By: _____

Date: _____

Sherrri E. Fleming, Executive Manager,
TCHHS/VS or her Designee

Attachment: Monthly Report

'09 RENEWAL TERM MONTHLY REPORT FORM

MONTHLY REPORTING FORM - FIREFIGHTER ACADEMY PROGRAM

This Monthly Report must be completed for each month during which the training academy is in session.

Month/Year: _____, _____

	<u>Goal</u>	<u>Achieved</u>
Number of Eligible Clients from ESD-4 enrolled in Program	<u>16</u>	_____
Number of Eligible Clients from ESD-3 enrolled in Program	_____	_____
Number of Eligible Clients from ESD-5 enrolled in Program	_____	_____
Number of Eligible Clients from ESD-9 enrolled in Program	_____	_____
Number of Eligible Clients from ESD-11 enrolled in Program	_____	_____
Number of Eligible Clients from ESD-12 enrolled in Program	_____	_____

ESD-4 understands and agrees that the goal under this Agreement is to have Eligible Clients from the ESD-4 area fill all 16 of the County-funded slots. If ESD-4 cannot fill all 16 slots, then Eligible Clients from other Emergency Services Districts located in Travis County can fill any remaining slots.

Total Number of Participants currently enrolled in Program _____
Hours of Volunteer Time Contributed (after completion
of required hours) _____

TRAVIS COUNTY
Account Balance Inquiry

Account number : 1-5891-611.60-99
Fund : 001 GENERAL FUND
Department : 58 HEALTH & HUMAN SERVICES
Division : 91 SOC SVCS AGENCY CONTRACTS
Activity basic : 61 HEALTH-HUM SVCS (HUM SVC)
Sub activity : 1 HUMAN SERVICES
Element : 60 OTHER PURCHASED SERVICES
Object : 99 OTHER PURCHASED SERVICES

Original budget : 164,908
Revised budget : 179,908 10/01/2007
Actual expenditures - current : 8,303.89
Actual expenditures - ytd : 119,820.31
Unposted expenditures : .00
Encumbered amount : 41,543.32
Unposted encumbrances : .00
Pre-encumbrance amount : 10,240.00
Total expenditures & encumbrances : 179,907.52 100.0%
Unencumbered balance : .48 0.0

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

**2009 RENEWAL AND AMENDMENT OF INTERLOCAL AGREEMENT BETWEEN
TRAVIS COUNTY AND
EMERGENCY SERVICES DISTRICT 4 FOR
FIREFIGHTER ACADEMY SERVICES
('09 Renewal Term)**

This 2009 Renewal of written instrument ("2009 Renewal") is entered into by the following parties: Travis County, a political subdivision of the state of Texas ("County"), and Emergency Services District 4, a political subdivision of the State of Texas ("ESD-4").

RECITALS

The Travis County Commissioners Court approved and the County Judge executed an Interlocal Agreement ("Agreement") with ESD-4 effective November 1, 2002, and terminating September 30, 2003 ("Initial Term").

ESD-4 agreed to provide workforce development services to eligible clients and services and activities to indigent clients and other qualified recipients in accordance with the terms of the Agreement, including the attachments thereto, during any approved Agreement period.

The Agreement allows for the renewals of the Agreement for additional one-year periods, or for any time specified by the Commissioners Court and agreed to by ESD-4.

Pursuant to the terms of the Agreement, the Agreement has been renewed for additional one-year terms through September 30, 2008 ("08 Renewal Term").

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

County and ESD-4 desire to renew the Agreement for an additional one-year term.

In consideration of the mutual benefits to be received through the following changes, County and ESD-4 agree to change the Agreement as follows:

1.0 AGREEMENT PERIOD

1.1 '09 Renewal Term. Pursuant to the terms of the Agreement, the Parties hereby approve renewal of the Agreement for an additional one-year period beginning October 1, 2008, and continuing through September 30, 2009 ("09 Renewal Term").

1.2 Performance Period. Amend Section 2.2.2, "Renewal Term Performance Period(s)," by adding the following:

2..2.2(f) '09 Renewal Term Performance Period. Unless sooner terminated in compliance with the provisions contained herein, the Performance Period for the 09 Renewal Term, as defined in Section 2.3, as amended herein, shall begin October 1, 2008, and end April 30, 2009.

2.0 COUNTY PERFORMANCE

2.1 Maximum Funds - '09 Renewal Term. The total Contract Funds to be provided by County during the '09 Renewal Term shall be in an amount not to exceed Ninety-Six Thousand Dollars (\$96,000.00).

2.2 Payment Requests. Amend Section 4.2, "Payment Requests," by adding the following:

4.2(f) '09 Renewal Term Payment Requests. The amount to be paid by County under the Agreement for the '09 Renewal Term will be an amount not to exceed Thirteen Thousand, Seven Hundred and Fourteen Dollars and Twenty-Eight Cents (\$13,714.28) for each month of the Performance Period.

3.0 ATTACHMENTS

3.1 The Parties agree to amend the Agreement by adding the following to Section 15.2, "Attachments," attached hereto as Exhibit 1, and by agreeing to complete and submit these forms as required by County:

- 15.2.11 '09 Renewal Term Invoice
- 15.2.12 '09 Renewal Term Monthly Report Form

The attachments enumerated and denominated above are hereby made a part of this 2009 Renewal, and constitute promised performances by ESD-4 in accordance with 3.0 and all applicable terms of this Agreement.

4.0 ESD-4 PERFORMANCE

4.1 Insurance. The Parties agree that the requirement for insurance for the '09 Renewal Term will continue as set forth in the original Agreement. ESD-4 agrees to provide current '09 documentation of such insurance within fifteen (15) days of execution of this 2009 Renewal.

4.2 2009 Update. ESD-4 agrees to provide County with copies of any updated information, including but not limited to changes in policies, name, address within fifteen (15) days of execution of this 2009 Renewal.

5.0 INCORPORATION

5.1 County and ESD-4 hereby incorporate this 2009 Renewal into the Agreement and hereby incorporate the Agreement into this 2009 Renewal for the purposes of interpretation of both. Except for the changes made in this 2009 Renewal, County and ESD-4 hereby ratify all terms and conditions of the Agreement as amended. The Agreement, with the changes made in this 2009 Renewal, constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

5.0 EFFECTIVE DATE

5.1 This Amendment shall be effective October 1, 2008, when fully executed by County and ESD-4.

Travis County Commissioners' Court Agenda Request

Meeting Date: September 23, 2008

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

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FOR FUNDING FROM THE BLACKLAND COMMUNITY DEVELOPMENT CORPORATION.

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.

From: Sam Biscoe
To: Josie Zavala
Date: 9/17/2008 2:53 PM
Subject: Fwd: Blackland CDC Request
Attachments: FY 09 Budget Request Proposal (PB4) from Blackland CDC TCHFC.doc; Project description.doc

Josie, please print the email and attachment for me.

>>> Isabelle Headrick <isahdrck@texas.net> 9/16/2008 3:10 PM >>>
Dear Travis County Commissioners,

Please find attached documents related to the request by Blackland Community Development Corporation for \$26,233 in funding from Travis County. We are asking for these funds to leverage \$212,297 to rehabilitate seven units of affordable housing. Six of these units are housing for very low-income senior citizens (Robert Shaw Village) and one is a house designated for a low-income family (under 60% MFI, accessible to people with disabilities). The total project cost is \$238,530. All of these houses are in the east side Blackland neighborhood.

Should you have any other questions please feel free to e-mail me back or to call me on my cell phone at 293-9536.

Thank you very much for your consideration.

Sincerely,
Isabelle Headrick

--

Isabelle Headrick, Executive Director
Blackland Community Development Corporation
512. 972-5796 * fax 512. 494-0434

**FY 2009 BUDGET SUBMISSION
BUDGET REQUEST PROPOSAL**

Name of Budget Request & Priority #:	Blackland CDC (Senior and Accessible Housing)
Fund/Department/Division:	Request from Travis County Housing Finance Corporation
Total Amount Requested:	\$26,233
Collaborating Departments/Agencies:	Austin Housing Finance Corporation
Contact Information (Name/Phone):	Isabelle Headrick, (512) 972-5796

1. Summary Statement: Include one or two sentences to be included in Commissioners Court materials.

Blackland Community Development Corporation is requesting \$26,233 to meet a funding gap in a \$238,530 project to rehabilitate seven units of housing: six for low-income senior citizens and one for a low-income family including some members with disabilities.

2. Description of Request: Describe the request, including current issues and how the request relates to the mission and services provided by the department. Include historical information related to the request where relevant.

Blackland has seen an increase in the intensity of need on the part of our tenants in the past year. This is in part reflected by the fact that the average MFI rate of our senior tenants has decreased by 7% in the twelve months. Unlike other programs, we do not turn people away with substance abuse histories or criminal backgrounds; therefore we serve a highly vulnerable population.

In this project we are proposing to rehabilitate seven units of affordable housing. Six of these are small cottages in the Robert Shaw Village designated for low-income senior citizens. While the seniors must be below 60% MFI, the actual average MFI is 25%. Rents begin at \$175 per month. Three of the six units are currently renting at this rate. The seventh is a house that has been empty due to lack of funds to rehabilitate it. It is designed to serve a large low-income family, under 60% MFI, possibly including family members with disabilities, as it will be accessible. All of these houses are in the centrally located Blackland neighborhood of East Austin. The total project cost is \$238,530.

Blackland has a track record of successfully applying for HOME and CDBG funds through the Austin Housing Finance Corporation. We anticipate that we will be able to obtain \$190,000. We have already received \$14,780 in federal lead abatement funds. Blackland Community Development Corporation will contribute \$7,517. Therefore we are respectfully asking Travis County Housing Finance Corporation to fund the gap of \$26,233, contingent on successfully applying for the \$190,000 from AHFC. We believe this will be an excellent investment of funds from TCHFC, representing only 11% of the total project cost.

3a. Pros: Describe the arguments in favor of this proposal.

Funding Blackland Transitional Housing's request allows the County to have a large impact with a very small amount of money on two programs that have a demonstrated record of success. It leverages over \$212,000 of community dollars with a small investment.

3b. Cons: Describe the arguments against this proposal.

We cannot think of any arguments against this funding request.

4. Anticipated Outcome of Request and Proposed Timeline: Timeline should include the expected dates of results and may extend past FY 09.

We anticipate being able to serve one more low-income family and to keep our rents at the same low rates while increasing the comfort of our senior citizens.

5. Description of Program Measurement and Evaluation: Describe how the proposal will be measured and evaluated and if this includes an independent evaluation component. In addition, indicate whether a comparative analysis of similar local programs is available.

Unlike in our transitional housing program, BCDC does not track program outcomes for our tenants in our senior citizen and affordable housing programs.

6a. Performance Measures: List applicable current and new performance measures related to the request and note the changes for FY 09 should this request be implemented.

Measure Name	Actual FY 07 Measure	Revised FY 08 Measure	Projected FY 09 Measure at Target Level	Projected FY 09 Measure with Added Funding

6b. Impact on Performance: Describe the impact of funding the request on departmental performance measures, service levels, and program outcomes:

7. Impact of Not Funding: Describe the impact of not funding the request in FY 09.

Not funding will result in Blackland CDC needing to fund the gap out of operational funds. This increases the risk that we will need to raise rents on our tenants, who are among the lowest-income and most vulnerable of our society.

8. Leveraged Resources: If proposal leverages other resources such as existing internal resources or grant funding, list and describe impact. If resources from similar existing program(s) will not be reallocated, give reasons and include analysis.

This proposal, if funded, will leverage \$190,000 from the Austin Housing Finance Corporation. \$14,780 has already been contributed in federal lead abatement funding and a \$7,517 contribution from Blackland Community Development Corporation.

9. Additional Revenue: If this proposal generates additional revenue, list the amount and the assumptions used for the estimate. (Attach a copy of the form submitted to the Auditor's Office).

10. Collaboration: If this proposal was discussed with other departments/agencies that provide similar or supporting services that could be impacted, describe impact and list the other departments/agencies and their points of contact. Suggest ways all departments/agencies can collaborate to ensure success of the proposal.

This proposal has been discussed with the Travis County Health Corporation, who provides ongoing funding for case management services in our transitional housing program for homeless and near-homeless families.

11.	If requesting a new position(s), is office space currently available? Y/N	N.A.
	If no, attach plan from Facilities Mgmt. explaining how to acquire space for this proposal. Identify proposed position location below:	

Building Address		Floor #	
Suite/Office #		Workstation #	



Blackland Community Development Corporation

SUMMARY OF REQUEST FOR \$26,233 IN FUNDING FROM TRAVIS COUNTY AFFORDABLE HOUSING CORPORATION

In this project we are proposing to rehabilitate seven units of affordable housing. Six of these are small cottages in the Robert Shaw Village designated for low-income senior citizens. One is a house that has been empty due to lack of funds to rehabilitate it. The total project cost is \$238,530.

Blackland has a track record of successfully applying for HOME and CDBG funds through the Austin Housing Finance Corporation. We anticipate that we will be able to obtain \$190,000. We have already received \$14,780 in federal lead abatement funds. Blackland Community Development Corporation will contribute \$7,517. Therefore we are respectfully asking Travis County Housing Finance Corporation to fund the gap of \$26,233, contingent on successfully applying for the \$190,000 from AHFC. We believe this will be an excellent investment of funds from TCHFC, representing only 11% of the total project cost.

Rehabilitation of Robert Shaw Village (Existing Units)

Target Residents: Senior citizens under 60% median family income.

Target Rents: 25% of gross income of residents. Rents start at \$175 per month.

Units: Five one-bedroom and one two-bedroom unit designed for one-two inhabitants each.

Project: Renovate the six units. Install new heating systems, exterior siding, carpets and vinyl floors. Replace siding where necessary. paint interior and exterior. Install new gutters and ceiling fans. Replace roofs and install gutters.

Estimated Cost: \$68,994

Project Address: 2009 A, B, C, D, E and F Salina, Austin, Texas 78722.

Rehabilitate 2110 Salina (New Unit)

Target Residents: Family with children and disabled members under 60% median family income.

Target Rents: 30% of gross income of residents, minus utilities: \$883 per month, maximum.

Unit: Four-bedroom house, 1560 sq.ft. New design calls for interior and exterior accessibility.

Project: Completely renovate interior and exterior of this deteriorated house (sheetrock, electrical, plumbing, kitchen, bathrooms, accessibility).

Estimated Cost: \$169,536

Project Address: 2110 Salina, Austin, Texas 78722.

SOURCES OF FUNDS SUMMARY			
	Term	Interest Rate	Amount
Austin Housing Finance Corporation	10	0%	\$190,000
Leadsmart In-Kind Donation (lead abatement)	NA	NA	\$14,780
Proposed Travis County Housing Finance Corporation	NA	NA	\$26,233
Blackland Community Development Corporation contri	NA	NA	\$ 7,517

USES OF FUNDS SUMMARY		
	Total Cost	Cost/Unit
Predevelopment	\$ 6,400	\$ 914
Acquisition	\$0	\$ -
Hard Costs	\$210,445	\$ 30,064
Soft & Carrying Costs	\$ 21,685	\$ 3,098
Total Project Costs	\$238,530	\$ 34,076

LEVERAGE SUMMARY	
TOTAL TRAVIS COUNTY FUNDS	\$ 26,233
TOTAL OTHER FUNDS	\$ 212,297

TRAVIS COUNTY COMMISSIONERS COURT
AGENDA REQUEST

Work Session _____ Voting Session September 23, 2008 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, County Judge
(Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested Text: Take appropriate action to consider and approve resolution approving Tax Exempt Bonds to be issued by Crawford Education Facilities Corporation for Hyde Park Baptist School., Inc.

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

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

III. Required Authorizations: Please check if applicable.

- Planning and Budget Office (473-9106)
Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item
- Grant
- Human Resources Department (473-9165)
A change in your department's personnel (reclassifications, etc)
- Purchasing Office (473-9700)
Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
Contract, Agreement, Policy & Procedure

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

RECEIVED
COUNTY JUDGE'S OFFICE
SEP 23 2008

**TRAVIS COUNTY CULTURAL EDUCATION FACILITIES
FINANCE CORPORATION**

DATE: September 23, 2008

TO: Commissioners Court

FROM: Harvey L. Davis, Manager



SUBJECT: Hyde Park School

Hyde Park Baptist School, Inc. wishes to borrow an amount not to exceed \$17 million from tax-exempt bonds to be issued by the Crawford Education Facilities Corporation

The project entails construction of a new high school facility at the Quarries location, just north of the intersection of Braker Lane and Mopac in North Austin, to allow the School to relocate the high school (grades 9-12) from the main Hyde Park Baptist Church facilities on Speedway in Central Austin. The Quarries site has already been improved with the athletics fields and the Church's Christian Life Center, as well as initial site preparation work, including installation of utilities, drainage, roads and parking. The project will be undertaken in two phases, with Phase 1 including finishing site preparation work and parking for both phases, construction of the initial 62,000 sq ft high school facility, and construction of a new Athletics Complex. Phase 1 is scheduled to begin in Summer 2008, with construction being complete in time for the 2009-2010 academic year.

In addition to state-of-the art classrooms and labs with a total capacity of approximately 450 students, the new facility will include a dedicated two-story Library, as well as the Leadership Hall, which will serve as both an auditorium and cafeteria and will include an adjacent full-service catering kitchen. Administrative and support facilities will also be included in Phase 1. In addition to the high school building, Phase 1 will include an Athletics Complex to complement the existing facilities. The complex will include

locker rooms with shower areas and restrooms, laundry facilities, weight rooms, and coaches' offices.

Phase 2 will add an additional 12,000 sq ft, increasing total capacity by 150 students. Currently, there is no construction schedule for phase 2, and work is not projected to begin until the extra capacity is needed.

TCCEFFC is unable to issue the bonds due to state law restrictions.

Crawford is a small town (pop. 789) located near Waco and is best known for George W. Bush's ranch, located just outside the town.

Hyde Park has agreed to pay TCCEFFC a \$3,000 processing fee.

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Leroy Nellis, Budget Manager
John Hille, Jr., Asst. County Attorney, Director of Transactions
Cliff Blount, Attorney
Mary Mayes, Investment Manager
Mike Gonzalez, Sr. Financial Analyst

CERTIFICATE FOR RESOLUTION

STATE OF TEXAS §
COUNTY OF TRAVIS §

I, the undersigned County Clerk of Travis County, Texas, hereby certify as follows:

1. The County Commissioners of Travis County, Texas (the "County") convened in REGULAR MEETING ON THE 23rd DAY OF SEPTEMBER, 2008, at their regular meeting place (the "Meeting"), and the roll was called of the duly constituted officers and members of the County Commissioners, and all of the persons were present, except the following absentees: _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

RESOLUTION OF THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS APPROVING A TAX EXEMPT BOND FINANCING TO BE UNDERTAKEN BY CRAWFORD EDUCATION FACILITIES CORPORATION

was duly introduced for the consideration of the County Commissioners. It was then duly moved and seconded that the Resolution be passed; and, after due discussion, said motion carrying with it the passage of the Resolution, prevailed and carried by the following vote:

AYES: _____

NOES: _____

2. A true, full and correct copy of the Resolution passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Resolution has been duly recorded in the County Commissioners' minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the County Commissioners' minutes of the Meeting pertaining to the passage of the Resolution; that each of the officers and members of the County Commissioners was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Resolution would be introduced and considered for passage at the Meeting, and each of the officers and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, *Texas Government Code*.

SIGNED this ____ day of September, 2008.

County Clerk
Travis County, Texas

(SEAL)

**RESOLUTION OF THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS
APPROVING A TAX EXEMPT BOND FINANCING TO BE UNDERTAKEN BY
CRAWFORD EDUCATION FACILITIES CORPORATION**

WHEREAS, Hyde Park Baptist School, Inc (“Hyde Park”) is a Texas nonprofit corporation which owns and/or operates certain education facilities within Travis County, Texas (the “County”), known as Hyde Park Baptist School; and

WHEREAS, Hyde Park has requested the assistance of the Crawford Education Facilities Corporation (the “Issuer”) in financing the acquisition, construction, renovation and equipping of certain educational facilities (the “Project”) located within the County and to be operated by Hyde Park; and

WHEREAS, Hyde Park has requested the Issuer to issue revenue bonds (the “Bonds”), in an aggregate principal amount not to exceed \$17,000,000, to finance or refinance the Project; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the “Code”), the issuance of the Bonds requires approval, following a public hearing, by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located; and

WHEREAS, on September 8, 2008, a notice of a public hearing with respect to the proposed issuance of the Bonds, which notice contained a general description of the Project, was published in a newspaper of general circulation in the County; and

WHEREAS, the Commissioners Court of Travis County conducted the public hearing, at which time an opportunity was provided to present arguments both for and against the issuance of the Bonds and the nature and location of the Project to be financed or refinanced; and

WHEREAS, the Commissioners Court of Travis County now desires to approve the financing and the issuance of the Bonds;

NOW, THEREFORE, BE IT RESOLVED by the Commissioners Court of Travis County, as follows:

Section 1. The Commissioners Court of Travis County hereby approves of the financing described above and the issuance of the Bonds by the Issuer in an amount not to exceed \$17,000,000. It is the sole purpose and intent of the Commissioners Court of Travis County that this resolution constitute approval of the financing and the issuance of the Bonds for the purposes of Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Property is located, in accordance with said Section 147(f) of the Code.

Section 2. The County Judge, County Clerk and County Commissioners are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give

effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

Section 3. Nothing in this resolution shall be construed to create any obligation of the County with respect to the repayment of the Bonds. The Bonds shall never constitute an indebtedness or pledge of the County within the meaning of any constitutional or statutory provision, and the owners of the Bonds shall never be paid in whole or in part out of any funds raised or to be raised by taxation or any other revenues of the County.

Section 4. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED on September 23, 2008.

COMMISSIONERS COURT OF
TRAVIS COUNTY, TEXAS

County Judge

ATTEST:

County Clerk

40 ✓

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for: 09-23-2008

Review and Approve a Memorandum of Understanding for the Juvenile Justice Alternative Education Cooperative of Travis County with the Austin Independent School District, Del Valle Independent School District, Eanes Independent School District, Lake Travis Independent School District, Lago Vista Independent School District, Leander Independent School District, Manor Independent School District, Pflugerville Independent School District, & Round Rock Independent School District. The MOU continues the agreement to operate the Juvenile Justice Alternative Education Program.

I. A. Request made by: Travis County Juvenile Probation Department

Estela P. Medina, Chief Juvenile Probation Officer

Approved by:

Signature of Commissioner(s) or County Judge

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

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

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

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

Human Resources Department (473-9165)

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

Purchasing Office (473-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)

_____ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
08 SEP 12 PM 1:56

**MEMORANDUM OF UNDERSTANDING
FOR THE
JUVENILE JUSTICE ALTERNATIVE EDUCATION COOPERATIVE
OF TRAVIS COUNTY**

This Memorandum of Understanding ("Agreement") is an interlocal agreement entered into pursuant to Texas Education Code, Chapter 37 and the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791, and is entered into to be effective the 1st day of September, 2008, between **Travis County**, the **Travis County Juvenile Board** ("TCJB"), and the following educational entities: **Austin** Independent School District, **Del Valle** Independent School District, **Eanes** Independent School District, **Lake Travis** Independent School District, **Lago Vista** Independent School District, **Leander** Independent School District, **Manor** Independent School District, **Pflugerville** Independent School District, and **Round Rock** Independent School District (hereinafter referred to collectively as the "ISDs"). The parties to this Agreement shall be collectively referred to herein as "Participants."

RECITALS:

WHEREAS:

- (1) Texas Education Code Sec. 37.011(m) requires the TCJB to enter into a memorandum of understanding with the ISDs establishing a juvenile justice alternative education program; and
- (2) The Participants desire to participate in the Juvenile Justice Alternative Education Program Cooperative of Travis County ("JJAEP Co-Op") and to comply with the agreements contained herein; and
- (3) The ISDs wish to reach an agreement with the TCJB as to the placement of students expelled from school under the discretionary expulsion and removal provisions of Texas Education Code Chapter 37; and
- (4) The Participants desire to create and operate the JJAEP Co-Op pursuant to Chapter 37 of the Texas Education Code and this Agreement; and
- (5) The Participants further desire to define and create the duties and responsibilities of the Participants, and to set forth herein the methods by which the Participants shall fund, govern and establish the JJAEP Co-Op; and
- (6) The Participant ISDs recognize that the Texas Legislature has appropriated certain

funds to pay the County and TCJB for the cost of educating students in the JJAEP Co-Op who are expelled under the mandatory expulsion provisions of Texas Education Code Chapter 37. However, such funds are insufficient to meet the cost of educating students in the JJAEP Co-Op; and

(7) The ISDs are required to consider course credit earned by a student while in the JJAEP Co-Op as credit earned in a school district program pursuant to Texas Education Code Section 37.010(d), and the ISDs have an ongoing interest in the quality of education provided in the JJAEP Co-Op and the academic success of students who will be returned from the JJAEP Co-Op to the regular school setting. Therefore, the ISDs desire to assist in providing the JJAEP Co-Op with full, adequate funding; and

(8) The relationship between the Participants necessitates this Interlocal Agreement;

NOW THEREFORE, BY THIS AGREEMENT IT IS MUTUALLY UNDERSTOOD AND AGREED BY THE PARTICIPANTS AS FOLLOWS:

SECTION ONE: DEFINITIONS

For purposes of this Agreement:

1.1 "discretionary" shall mean any student who is expelled or removed from the regular classroom and meets the definition of any one of the following three categories:

1.1.a. "discretionary Category I" shall mean any student who is expelled under Texas Education Code Sec. 37.007 (b), (c), (f) or (i);

1.1.b. "discretionary Category II" shall mean any student who is expelled for committing an off-campus Title 5 offense as provided for under Texas Education Code Sec. 37.0081(a);

1.1.c. "discretionary Category III" shall mean any student who is a publicly registered sex offender who is eligible for placement in the JJAEP under Subchapter I of Chapter 37 of the Texas Education Code.

1.2 "ISSP transition team" shall mean those persons responsible for reviewing a student's academic progress in accordance with Texas Education Code Sec. 37.011(d); that is, the TCJB or its designee, and the parent or guardian of the student. For purposes of this Agreement, a representative of the ISD from which the student was expelled may also be a member of the ISSP transition team, together with any JJAEP Co-Op staff as may be appropriate.

1.3 "mandatory expulsion" shall mean any student who is expelled pursuant to the

provisions of Texas Education Code Sec. 37.007 (a), (d) or (e).

1.4 "rollover funds" shall mean all funds paid by the ISDs to the TCJB for either discretionary or mandatory expulsion allotments that remain unexpended on August 31 of each year.

1.5 "semester" as referenced by the Texas Education Code Subchapter I. Placement of Registered Sex Offenders shall mean 90 school days.

1.6 "student" shall mean any person residing in Travis County aged ten years or older and required to attend school pursuant to Texas Education Code Sec. 25.085.

SECTION TWO: STUDENT CODES OF CONDUCT

2.1 The JJAEP Co-Op will be created and operated pursuant to Chapter 37 of the Texas Education Code and this Memorandum of Understanding. Each ISD has developed a Student Code of Conduct, specifying the circumstances under which a student may be removed from a classroom, campus, or alternative education program.

2.2 The Student Code of Conduct adopted by each ISD shall set forth the circumstances under which students will be subject to expulsion from the school setting and placement in the JJAEP Co-Op. Each ISD agrees that the following categories of conduct constitutes "serious and persistent misbehavior" that may result in expulsion from the school district alternative education program under Texas Education Code Sec. 37.007 (c):

"Serious or persistent misbehavior" shall mean two or more violations of the District's Student Code of Conduct in general, or repeated occurrences of the same violation. "Serious" offenses include, but are not limited to: assault of a teacher or other individual; retaliation against a school employee or volunteer; the use, gift, sale, delivery, possession, or being under the influence of alcohol, marijuana, other controlled substances, dangerous drugs or abusable glue or volatile chemicals; engaging in conduct that constitutes criminal mischief; vandalism; robbery or theft; extortion, coercion or blackmail; aggressive, disruptive action or group demonstration that substantially disrupts or materially interferes with school activities; hazing; profanity, vulgar language, or obscene gestures directed toward teachers or other school employees; fighting; public lewdness; sexual harassment of a student or District employee; falsification of records, passes, or other school-related documents; terroristic threat or false report pursuant to Texas Education Code Sec. 37.007(b)(1); and possession or distribution of pornographic materials. A student may be subject to "discretionary" expulsion for serious and persistent misbehavior only if the

student is already in a school district alternative education program, and engages in, or continues to engage in "serious and persistent misbehavior."

These categories of misconduct are intended to be illustrative, and not comprehensive. Individual ISDs may include other similar categories of misconduct in the ISD's Student Code of Conduct; provided, however, that the conduct specified for this category of offense should reflect student misbehavior that is either serious or persistent in nature.

SECTION THREE: GOVERNANCE OF JJAEP CO-OP

3.1 Composition of Governing Body - The JJAEP shall operate as a function of Travis County and the TCJB, separate and apart from the other Participants to this Agreement. It shall not be an independent political subdivision, nor shall it operate under the direction or control of any party to this Agreement other than Travis County and the TCJB.

3.2 Executive Committee - Upon the effective date of this Agreement, there shall be created an Executive Committee, consisting of one (1) representative of each ISD, one (1) representative of Travis County, and one (1) representative of the TCJB, each to be appointed by the respective governing body. All representatives to the Executive Committee shall be named not later than thirty (30) days from the effective date of this Agreement. Vacancies on the Executive Committee shall be filled by appointment by the governing body represented thereby. The Executive Committee exists solely to advise and assist the TCJB, and has no authority to direct or control the JJAEP Co-Op.

3.3 Quorum and Voting - Five (5) members of the Executive Committee shall constitute a quorum. The Executive Committee shall act by and through resolutions, motions or orders adopted or passed by the Executive Committee upon the vote of the majority of the members the Executive Committee attending the meeting at which the issue was presented.

3.4 Voting Rights - Each member shall be entitled to one vote on each matter submitted to a vote of the members. In the event of a tie vote, the Chair shall have two votes.

3.5 Chair - At the initial meeting of the Executive Committee, and thereafter annually, the Executive Committee shall select from its membership a Chair by the affirmative vote of a majority of the members. The Chair shall prepare the agenda, preside over the meetings of the Executive Committee and shall be responsible for scheduling regular and special called meetings of the Executive Committee, including the provision of notice thereof.

3.6 The TCJB representative shall act as custodian of all minutes, records, and

reports of the Executive Committee, and shall generally assist the Chair and shall have such powers and perform such duties and services as shall from time to time be delegated to him or her by the Chair.

3.7 The Chair shall serve in his or her respective capacities until tendering written resignation(s) or until replacement by a majority vote of the members of the Executive Committee.

3.8 The Chair shall be entitled to vote on all matters coming before the Executive Committee.

3.9 Meetings - The Executive Committee shall hold regular meetings at such time and in such place determined by the Executive Committee. If the Executive Committee does not designate the place of meeting, the meeting shall be held at the Administrative Offices of the Austin Independent School District, 1111 West 6th Street, Austin, Texas, 78703. Procedures for meetings shall be governed by the most current version of *Robert's Rules of Order*. Special meetings of the Executive Committee shall be called by the Chair, or by affirmative vote of not less than one-third (1/3) of the members of the Committee.

3.10 Notice of Meeting - Written notice of the regular meetings of the Executive Committee shall be mailed, delivered or sent by electronic mail to each member not less than five (5) days prior to the date thereof. Written notice of all meetings of the Executive Committee shall be posted at the place(s) for posting notice of public meetings of each of the Parties hereto in accordance with the Texas Open Meetings Act. The Chair of the Executive Committee shall transmit to each member of the Executive Committee a notice for the purpose of such posting not less than five (5) days prior to the date of the meeting. Written notice of any special meeting of the members shall be given to each member not less than 24 hours and as soon as reasonably possible prior to the date thereof. The notice shall state the place, date and time of the meeting, who called the meeting, and the general purpose or purposes for which the meeting is called. Notice shall be given by or at the general direction of Chair of the Committee, or the members calling the meeting.

3.11 Duties - The activities of the Executive Committee shall include, but not be limited to the following:

- A. To develop and recommend proposed written operating policies to the TCJB consistent with any rules and regulations adopted by the Texas Juvenile Probation Commission pursuant to Texas Education Code Sec. 37.011, and Texas Human Resources Code Sec. 141.042(a) regarding the operations, policies and procedures of the JJAEP Co-Op, and to make advisory recommendations to the TCJB

regarding such operations, policies, and procedures including suggested changes or amendments thereto;

- B. To review the contractual requirements and arrangements between the TCJB and third-party providers of goods and services in connection with the creation and operation of the JJAEP Co-Op, and to make recommendations to the TCJB in connection with such contracts;
- C. To act as a liaison between the Participants and any third-party providers of programs or services. Such liaison services shall include, but not be limited to general communications, problem resolution, and Participant meeting coordination;
- D. To participate in an advisory capacity in the development of the annual operating budget for the JJAEP Co-Op; to recommend the initial criteria for, and thereafter monitor the ISDs' billing and payment schedule for the JJAEP Co-Op;
- E. To facilitate coordination with the Participants to this Agreement on matters relating to the supervision, educational and rehabilitative services available for expelled students and students assigned to the JJAEP Co-Op and the subsequent transition back into the school setting;
- F. To assist the TCJB in developing job descriptions, screening applicants, and making personnel and staffing recommendations for the JJAEP Co-Op;
- G. To formulate and recommend other policies or procedures as appropriate to the TCJB as may be necessary to operate consistent with any rules and regulations as shall be adopted by the Texas Juvenile Probation Commission; and
- H. To formulate and recommend a consistent method for calculating the budget and cost projections for the JJAEP Co-Op.

3.12 JJAEP Co-Op Executive Committee Compensation -No member of the JJAEP Co-Op Executive Committee shall receive compensation for his or her services as a member of the Committee. Nothing herein contained shall be construed to preclude any Committee member from receiving compensation or reimbursement for expenses from the member's respective employer for serving on the Committee.

SECTION FOUR: STUDENT PLACEMENT IN JJAEP

4.1 The Participants hereto acknowledge that Texas Education Code Sec. 37.010 (a) requires that every expelled student in a county with a population of 125,000 or greater who is not detained or receiving treatment under an order of the juvenile court must be enrolled in an educational program. It is therefore the intent of the JJAEP Co-Op to provide educational services to all expelled students, as provided more fully herein. However, no students will be assigned to the Travis County JJAEP except as set forth by provisions of this Agreement.

4.2 Students who are expelled from the school district setting will be afforded due process within the respective ISD as provided by school district policy and federal and state law.

4.3 Each ISD shall use its best efforts to notify the juvenile court in writing as soon as practicable upon the ISD's identification of a student who the ISD reasonably believes has engaged in conduct for which the student will be subject to mandatory expulsion. Such notice may be given in addition to any notice required under Texas Family Code Sec. 52.041. If the juvenile court receives written notice under this section that a student is believed to have engaged in conduct for which the ISD reasonably believes the student will be subject to mandatory expulsion, and the student is under the jurisdiction of the juvenile court, the juvenile court shall consider entering an order that the student attend the JJAEP Co-Op as soon as practicable, pending the outcome of any disciplinary proceedings at the ISD.

4.4 Every student eligible for placement in the JJAEP as set forth by the provisions of this Agreement who has been expelled from an ISD, and for whom information has been provided by the ISD from which the student has been expelled to the juvenile court in accordance with Texas Family Code Sec. 52.041, shall be ordered by the juvenile court to enroll in the JJAEP Co-Op as soon as reasonably practicable after the juvenile court's receipt of such notice.

4.5 Failure of an ISD to timely notify the juvenile court of an expulsion pursuant to Texas Family Code Sec. 52.041 shall result in the student's duty to continue attending the school district's educational program, which shall be provided to that student until such time as the notification to the juvenile court is properly made.

4.6 The juvenile court shall, for each student taken into custody for conduct that occurred on school property or at a school-sponsored or school-related activity, use its best efforts to ascertain whether the conduct for which the student was taken into custody would subject the student to mandatory expulsion. If the juvenile court ascertains that the conduct for which the student was taken into custody is such that it would subject the student to mandatory expulsion, the juvenile court shall consider entering an order that the student immediately begin

attending the JJAEP Co-Op pending resolution of the disciplinary action, including any expulsion hearings, at the ISD.

4.7 It is the intent of the Participants hereto that for each expelled student who is placed in the JJAEP Co-Op, the term of such placement will be coterminous with the term of the student's expulsion from school. The ISDs agree that a placement term of no less than one six week grading period will be required, absent extenuating circumstances. Students must remain in the JJAEP Co-Op for the full period ordered by the juvenile court unless the student's school district agrees to accept the student before the date ordered by the juvenile court or the student is referred back to the ISD pursuant to Section 4.8 or Section 4.9 herein. The juvenile court shall consider the term of a student's expulsion in entering any order as to the student, including terms and conditions of release from custody, deferred prosecution, or probation. At the conclusion of the student's term of probation, or any other requirement imposed by the juvenile court, including conditions of a deferred prosecution ordered by the court, or such conditions required by the prosecutor or probation department, and if the student meets the requirements for admission into the public schools established by law, the school district in which the student resides must readmit the student, but may assign such student to the school district alternative education program.

4.8 It is the intent of the Participants hereto that the JJAEP Co-Op shall give priority to mandatory expulsion students from each of the ISDs. It is understood by the Participants, however, that the JJAEP Co-Op has limited space and staffing, and that conditions outside the control of any Participant to this Agreement may cause fluctuations in the JJAEP Co-Op population. The current maximum capacity of the JJAEP is fifty students. The "maximum capacity" of the JJAEP may be redefined from time to time, however, as deemed appropriate by the JJAEP Co-Op. Given the limited space at the JJAEP, participants agree to abide by the following procedures for discretionary placement decisions:

- A. Each participating school district will be permitted to enroll as many as four discretionary students in the JJAEP Co-Op at any time during the school year. These students must meet the definition of discretionary Category I, II or III as set forth by this Agreement.
- B. Discretionary students will not be accepted into the JJAEP in the event that maximum capacity has been reached.

In the event the JJAEP has reached maximum capacity and a mandatory expulsion student is referred for placement in the JJAEP Co-Op, the JJAEP Manager will immediately identify the school district(s) with the highest number of discretionary student placements, and determine which discretionary student from these districts should be dismissed from the JJAEP Co-Op to

accommodate the additional mandatory expulsion student. The JJAEP Manager will base this decision on information regarding the circumstances for the expulsion and the student's behavior while at the JJAEP.

4.9 A student who is assigned to the JJAEP as a "discretionary category II" student for a Title 5 felony offense under TEC Section 37.0081(a) shall be returned to the sending ISD upon the first of the following events to occur:

- a. The charges are dismissed or reduced to a misdemeanor offense,
- b. The student is acquitted,
- c. The student completes the term of placement,
- d. The student is assigned to another program,
- e. The student graduates from high school.

SECTION FIVE: LIAISON

5.1 Each ISD shall notify the juvenile court in writing of its designated Liaison. Each Liaison shall have authority to offer recommendations to the juvenile court regarding placement alternatives for students under the jurisdiction of the juvenile court, and to bind the Liaison's respective ISD to any agreement to return a child to the school setting.

5.2 The Liaison shall assist the juvenile court in obtaining the permission from the parent(s) of each student served by the JJAEP Co-Op to release medical, educational or other appropriate records to the juvenile court and to the JJAEP Co-Op. In the absence of such parental consent, the juvenile court may consider the need for a court order releasing such records, and the Liaison may provide the juvenile court with such other educational information regarding the child as may be permitted by law.

5.3 The Liaison shall be responsible for coordinating the ISD's participation on the ISSP transition team, as appropriate.

5.4 As necessary, the Liaison will consult with representatives of the Participants regarding matters affecting the programs, services, and student population of the JJAEP Co-Op.

SECTION SIX: JJAEP CO-OP FACILITIES AND STAFFING

6.1 The JJAEP Co-Op facilities and staffing will be provided by Travis County and the TCJB. Such facilities and staffing may be provided under a separate agreement with one or more ISDs or a third party provider. It is contemplated by the Participants that the facilities, staffing, services and other requirements of the JJAEP Co-Op will be fully operational no later than the first day of school in each year in which this Agreement continues in force and effect.

The JJAEP Co-Op shall operate on the same school calendar as the Austin Independent School District. TCJB shall comply with all state bidding and procurement laws in obtaining facilities and staffing for the JJAEP Co-Op to the extent such are applicable.

SECTION SEVEN: TRANSPORTATION

7.1 Each ISD shall be responsible for providing for the transportation of its students to and from the JJAEP Co-Op facility. Each ISD acknowledges and agrees that the student drop off and pick-up locations will be no further than two (2) miles from the students' residence. Disciplinary incidents occurring during transport on the ISDs' vehicles will be referred to the JJAEP Program Administrator or designee for appropriate disciplinary action.

SECTION EIGHT: RELEASE OF STUDENT AND JUVENILE RECORDS

8.1 The governing body of each Participant finds that in order to appropriately serve students receiving services under this Agreement, the sharing of information pertinent to the provision of education and rehabilitation services is essential and in the best interests of the students served. In the absence of parental consent, the juvenile court with jurisdiction over a student receiving educational services under this Agreement shall consider authorizing the entities providing services to such student to release appropriate juvenile, educational, diagnostic, treatment or other records as appropriate to permit the consistent provision of services to the student.

8.2 All student education records discussed or reviewed by any person specific to an individual student shall be considered confidential, and shall be shared only with the juvenile court, the student, the parent(s) or guardian(s) of the student, and those employees of the juvenile court, Participant, or JJAEP Co-Op with a legitimate educational interest in the student. Student educational records shall be transferred to the appropriate ISD upon dismissal of a student from the JJAEP Co-Op.

8.3 Each ISD shall be responsible for providing the JJAEP the following education records prior to the students admission to the JJAEP:

- Grades and transcript (current and past semester)
- Immunization records
- Special Education assessments if applicable
- ARD and IEP information if applicable
- Current information related to state-mandated assessments
- Attendance and grades for one prior full semester

SECTION NINE: FUNDING FOR JJAEP CO-OP

9.1.a. Daily Rate for Discretionary Category I and III Students - The ISDs will be billed a daily rate not to exceed the daily rate authorized by the Texas Juvenile Probation Commission for mandatory expulsion students, for each day a "discretionary category I" student, who is expelled pursuant to Texas Education Code Sec. 37.007 (b), (c), (f) or (i), and "discretionary category III" student, who is placed as a publicly registered sex offender pursuant to Texas Education Code Chapter 37 Subchapter I, is in attendance in the JJAEP Co-Op.

9.1.b. Daily Rate for Discretionary Category II Students - The ISDs will be billed a daily rate based on the actual operational costs as determined by the Travis County Juvenile Board based on the Board's annual audit for each day a "discretionary category II" student who was expelled for Title V felonies pursuant to Texas Education Code Section 37.0081 is enrolled in the JJAEP. Audit figures from the most recently finalized audit will be used to set current year actual daily costs. The rate per student per day of enrollment for school year 2008-2009 will be set by the Travis County Juvenile Board at their duly noticed meeting in August, 2008 and notification will be provided to all ISDs under this Agreement.

9.2 Rollover Funds- If any portion of the funds paid by the ISDs hereunder remain unused at the end of any school year, such funds shall become rollover funds for the following year, and shall be applied to the cost of funding JJAEP Co-Op operational expenses for the subsequent school year(s).

9.3 Maintenance of Depository Account - Travis County shall place all funds received hereunder in a fully insured depository account, or other secured account as required by law. Funds received hereunder shall be separately accounted for and may not be budgeted or allocated for any purpose other than the operation of the JJAEP Co-Op. All principal and any interest accruing to the TCJB account from such deposited funds shall be credited to the JJAEP Co-Op and shall be used for the necessary and reasonable expenses of the JJAEP Co-Op and shall not be commingled with the regular operating funds of either the TCJB or Travis County. All rollover funds shall be separately accounted for and used to fund program costs for the subsequent school year.

9.4 Accounting - Travis County shall provide an accounting to the Participants, on an as-requested basis, of the amounts paid to the TCJB in connection with the JJAEP Co-Op, together with supporting documentation.

9.5 Billing - Travis County agrees to establish and coordinate billing arrangements with the ISDs with respect to the ISDs' funding obligations, if any, to the JJAEP Co-Op under this Agreement.

9.6 Audit - At least annually, Travis County shall provide an audited accounting to the other Participants of funds received and paid with respect to the JJAEP Co-Op.

9.7 Budget - The Executive Committee shall provide recommendations to the TCJB on budgetary matters relating to the establishment and operation of the JJAEP Co-Op.

SECTION TEN: SPECIAL SERVICES

10.1 The TCJB shall be responsible for any services required to comply with the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. The ISD in which a student resides shall provide and fund related services specified in the Individualized Education Plan to eligible students under the Individuals with Disabilities Education Act.

10.2 TCJB and the ISDs shall cooperate in the provision of related services to students placed in the JJAEP Co-Op.

10.3 Each ISDs shall provide reasonable notice to the administrator of the JJAEP Co-Op of the ISD's Admission, Review and Dismissal Committee ("ARD") meetings where placement in the JJAEP Co-Op will be considered or when reviewing or modifying the program of a special education student in the JJAEP Co-Op. The ISDs shall be responsible for scheduling and sending notices of ARD meetings during the period of expulsion, and for notifying and inviting JJAEP Co-Op representatives to participate in ARD meetings. For students receiving services under the Individuals with Disabilities Education Act, the Admission, Review and Dismissal Committee meetings shall satisfy the requirement for ISSP transition team meetings as otherwise required in Section 12.1 herein.

10.4 If, after placement of a discretionary student with disabilities in the JJAEP Co-Op under this Agreement, the administrator of the JJAEP Co-Op has concerns that the student's educational or behavioral needs cannot be met in the JJAEP Co-Op, the administrator (or his/her designee) shall immediately provide written notice to the ISD from which the student was expelled. Upon receipt of such notice, the ISD shall convene an ARD committee meeting to reconsider the placement of the student in the program, giving reasonable advance notice to the administrator of the JJAEP Co-Op. A representative of the JJAEP Co-Op may participate in the ARD committee meeting to the extent that the meeting relates to the student's placement or continued placement in the JJAEP Co-Op.

SECTION ELEVEN: EXPEDITED MAGISTRATE SYSTEM

11.1 The expeditious hearing of all cases related to the JJAEP Co-Op by the juvenile court is crucial to the spirit and the letter of the Texas Legislature's changes to both the

Education and the Juvenile Justice Codes. Accordingly, the following expedited judicial procedures shall be applied to those cases concerning students expelled from the school setting:

- A. The juvenile courts shall establish a procedure by which the Gardner-Betts Intake Division shall identify students who are eligible for placement in the JJAEP Co-Op, and notify the District Attorney when it receives a referral for an offense which may result in placement in the JJAEP Co-Op not later than the next working day after the referral is received.
- B. The ISDs shall make their best efforts to conduct their expulsion hearings no later than seven school days after an offense is reported to the respective school Liaison. If the student is expelled, the ISD will send to the juvenile court, not later than the second working day after the expulsion hearing, the recommendations of the Liaison regarding placement of the student in either the JJAEP Co-Op or a school district program. The Liaison will also forward such academic and behavioral records as it may have legal authority to share with the juvenile court, or in the absence of such authority, shall forward a written report to the juvenile court relating non-confidential information that is relevant to the educational placement of the student.
- C. Upon receipt of a referral or Preliminary Investigation Report on a student eligible for placement in the JJAEP Co-Op, the District Attorney shall review such referral or Preliminary Investigation Report, and shall file a delinquency petition, if appropriate, not later than five working days after receipt of the Preliminary Investigation Report.
- D. The juvenile court hearing on a delinquency petition filed under subsection (C) herein shall be conducted no later than fourteen days after the delinquency petition is filed. It is the intent of the Participants that the term of probation for any student placed in the JJAEP Co-Op will not be shorter than the term of the student's expulsion from school.

SECTION TWELVE: ACADEMIC REVIEW AND TRANSITION

12.1 Within a reasonable period of time after admission to the JJAEP Co-Op, each student shall have an Individual Student Services Plan ("ISSP") prepared by the ISSP transition team to meet the student's individual academic needs. The ISSP shall be reviewed periodically, at reasonable intervals, and shall address each student's emotional, social, and educational needs. In the case of a high school student, the ISSP shall contain a review of the student's progress toward meeting high school graduation requirements and shall establish a specific graduation

plan for the student. The ISSP shall be designed by the ISSP transition team and any other persons deemed appropriate by the TCJB, and shall require parental participation. For students receiving services under the Individuals with Disabilities Education Act, no ISSP transition team review shall be required under this section.

12.2 The TCJB shall provide to the ISDs a summative evaluation of the performance of all students served by the JJAEP Co-Op on an annual basis. Such evaluation shall reflect the academic performance of students served in the JJAEP Co-Op each year, as well as providing follow-up with former students of the JJAEP Co-Op. The ISDs shall assist the JJAEP Co-Op in developing meaningful performance measurement criteria, and in providing follow-up data for former JJAEP Co-Op students who return to the school setting. All Participants shall use their best efforts to work collaboratively to capture meaningful performance data, as well as follow-up information on students returning to the ISDs.

12.3 The TCJB will provide the following services to the ISDs for students who are ordered into the regular classroom or school district alternative education program setting as a condition or term of probation:

- A. Supervision by a certified juvenile probation officer for the remaining period of probation, which will emphasize protection of the community, accountability, and competency building.
- B. Implementation of the individual student's ISSP transition plan, including wrap-around services identified in the ISSP transition plan. The transition plan will be developed and agreed to by the student's JJAEP Co-Op transition team. The court-ordered portion of the ISSP transition plan may include, but not be limited to community service, parent classes, counseling, and other appropriate services.

12.4 The ISSP transition team shall formulate a transition plan, specifying any services to be provided upon return to the regular education setting, as part of the ISSP for each student. The ISSP transition plan shall be completed prior to the student's completion of the JJAEP Co-Op placement.

SECTION THIRTEEN: TERM OF AGREEMENT

13.1 The initial term of this Agreement shall be for the period from the effective date of this Agreement through August 31, 2008. This Agreement shall be automatically renewed for an additional term of one year on the same terms and conditions, unless one or more of the Participants hereto elects to terminate this Agreement by providing written notice to all other Participants hereto at least sixty (60) days prior to the expiration of the initial term, unless

terminated sooner. This Agreement may be extended for additional terms of one year upon the mutual consent of the Participants evidenced by an extension agreement entered into not later than thirty (30) days prior to the termination date of this Agreement, or any extension hereof.

13.2 Any provision of the preceding Section 13.1 to the contrary notwithstanding, any ISD may withdraw from this Agreement prior to the expiration of the term hereof by written agreement of the TCJB, or for good cause, at any time. Any ISD withdrawing from this Agreement shall be entitled to recover all funds from the Texas Juvenile Probation Commission to which it is entitled. No ISD withdrawing from this Agreement shall be entitled to receive any portion of the rollover funds, unless this Agreement is terminated by all Participants hereto in its entirety, or this Agreement is terminated by operation of law. In the event this Agreement is terminated in its entirety, any rollover funds remaining shall be distributed to the ISDs, pro-rata, based upon the number of students served by the ISD residing in Travis County.

13.3 In the event of termination by any Participant, the Agreement will remain in force and effect with respect to the remaining Participants, unless such termination frustrates the overall purposes and intent of this Agreement.

SECTION FOURTEEN: MISCELLANEOUS

14.1 Records and Reporting Requirements - Throughout the term of this Agreement, the Participants hereto agree to establish and maintain detailed records regarding the administration and operation of the school alternative education program and JJAEP Co-Op, including information regarding the costs of such programs, including facilities, staffing and administrative expenses.

14.2 Legal Requirements - The Participants agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing the juvenile justice programs applicable to school districts and/or county juvenile probation departments. In the event that any of the Participants hereto are required by law or regulation to perform any act inconsistent with this Agreement, or to cease performing any act required by this Agreement, this Agreement shall be deemed to have been modified to conform with the requirements of such law or regulation.

14.3 Notice - Except where oral notice is specifically allowed or required under this Agreement, any notice provided hereunder by any party to another shall be in writing and may be either (1) delivered by hand to the party or the party's designated agent; (2) deposited in the United States mail, postage paid; (3) transmitted by telecopy; (4) transmitted by electronic mail transmission, or (5) delivered by a reputable courier service, to the following address or telecopy number:

Austin Independent School District:

Dr. Pascal D. Forgione, Jr. Superintendent of Schools
Austin Independent School District
1111 West 6th Street
Austin, Texas 78703
512- 414-2412 PHONE 512- 414-1486 FAX
e-mail: superintendent@austin.isd.tenet.edu

Del Valle Independent School District:

Mr. Bernard J. Blanchard, Superintendent of Schools
Del Valle Independent School District
5301 Ross Road
Del Valle, TX 78617
512- 386-3000 PHONE 512- 386-3015 FAX
e-mail: bblanchard@del-valle.k12.tx.us

Eanes Independent School District:

Dr. Nola Wellman, Superintendent of Schools
Eanes Independent School District
601 Camp Craft Road
Austin, TX 78746
512- 732-9001 PHONE 512- 329-3647 FAX
e-mail: supt@eanes.k12.tx.us

Lake Travis Independent School District:

Mr. Rockwell Kirk, Superintendent of Schools
Lake Travis Independent School District
3322 Ranch Road 620 South
Austin, TX 78734-6801
512- 533-6000 PHONE 512- 533-6001 FAX
e-mail: superintendent@laketravis.txed.net

Lago Vista Independent School District:

Dr. Barbara A. Qualls, Superintendent of Schools
Lago Vista Independent School District
P.O. Box 4929
Lago Vista, TX 78645-0001
512- 267-8300 PHONE 512- 267-8304 FAX
e-mail: barbara_qualls@lagovista.txed.net

Leander Independent School District:

Dr. Bret Champion, Superintendent of Schools
Leander Independent School District
P.O. Box 218
Leander, Texas 78641
512-434-5000 PHONE 512-434-5398 FAX
e-mail: bret.champion@leanderisd.org

Manor Independent School District:

Mr. Andrew Kim, Superintendent of Schools
Manor Independent School District
P.O. Drawer L
Manor, TX 78653
512- 278-4000 PHONE 512- 278-4017 FAX
e-mail: Andrew.kim@manorisd.net

Pflugerville Independent School District:

Mr. Charles Dupre, Acting Superintendent of Schools
Pflugerville Independent School District
1401 West Pecan Street
Pflugerville, TX 78660-2518
512- 594-0000 PHONE 512- 594-0005 FAX
e-mail: superintendent@pflugervilleisd.net

Round Rock Independent School District:

Mr. Toni Garcia, Superintendent of Schools
Round Rock Independent School District
1311 Round Rock Avenue
Round Rock, Texas 78681
512- 464-5000 PHONE 512- 464-5060 FAX
e-mail: Toni_Garcia@roundrockisd.org

Travis County Juvenile Board:

Honorable W. Jeanne Meurer
98th District Court
Chair, Travis County Juvenile Board
1000 Guadalupe Street, Suite 412
Austin, Texas 78701
512- 473-9300 PHONE 512- 473-9332 FAX

Travis County:

Honorable Samuel T. Biscoe, Travis County Judge
314 West 11th Street, Suite 520
Austin, Texas 78701
512- 473-9555 PHONE 512- 473-9535 FAX
with a copy to the Travis County Attorney:

Honorable David Escamilla, Travis County Attorney
314 West 11th Street, Suite 300
Austin, Texas 78701
512- 473-9513 PHONE 512- 473-9316 FAX

Any party may designate a different agent or address for notice purposes by giving the other Participants ten (10) days written notice in the manner provided above.

14.4 Amendments - If changed conditions are encountered during the term of this Agreement, the Agreement may be supplemented or amended under terms and conditions mutually agreeable to the Participants, provided that all such changes, amendments, supplements or modifications shall be in writing.

14.5 Integration Clause - This Agreement, including schedules and attachments, contains the entire agreement of the Participants hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Participants. No other agreement, statement, or promise made by or to any party, or made by or to any employee, officer, or agent of any party, that is not contained in this Agreement shall be of any force or effect. It is acknowledged by the Participants 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 authority by the Travis County Commissioners Court.

14.6 Partial Invalidity - If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be effected, impaired or invalidated, unless such holding causes the obligations of the Participants hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Participants hereto.

14.7 Non-assignability - No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by any Participant without the prior written consent of the other Participants hereto.

14.8 Waiver - No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

14.9 Immunity - Neither Travis County, the TCJB, nor the ISDs waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

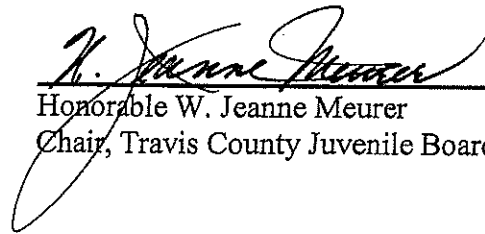
14.10 Available Funds - The Participants to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available finds for the current fiscal year of each such entity.

14.11 Open Meetings - The meetings at which this Agreement was approved by the Participants' governing boards were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Ch. 551.

14.12 Mediation - Any dispute arising under this Agreement may be submitted, upon agreement of the Participants, to non-binding mediation. When mediation is acceptable to the participants in resolving any dispute arising under this Agreement, the Participants agree to use the Dispute Resolution Center of Austin or any other mediator as shall be mutually agreed upon by the Participants, to provide mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless the Participants are satisfied with the result of the mediation, the mediation will not constitute a final binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless the Participants agree, in writing, to waive the confidentiality.

IN WITNESS THEREOF, the undersigned Participants acting under the authority of their respective governing boards have caused this Agreement to be duly executed in multiple counterparts, each of which shall constitute an original, all as of the day and year above first written, which is the date of this Agreement.

APPROVED:



Honorable W. Jeanne Meurer
Chair, Travis County Juvenile Board

APPROVED:

Honorable Samuel T. Biscoe
Travis County Judge

APPROVED:

Austin Independent School District

APPROVED:

Eanes Independent School District

APPROVED:

Lake Travis Independent School District

APPROVED:

Manor Independent School District

APPROVED:

Round Rock Independent School District

APPROVED:

Del Valle Independent School District

APPROVED:

Lago Vista Independent School District

APPROVED:


Leander Independent School District

APPROVED:

Pflugerville Independent School District

Travis County Commissioners Court Agenda Request

#41

Voting Session 9/23/08
(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 Sunfield 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
SUNFIELD 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 Sunfield 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 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. Sharlene Collins, Armbrust & Brown LLP, 100 Congress Avenue, Suite 1300, 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 Sunfield Municipal Utility District No. 1 on this the _____ day of _____, 2008.

Sunfield Municipal Utility District No. 1

By: 
Herbert Rigsbee Jr., President

Date: September 4, 2008

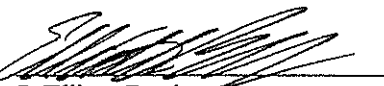
By: 
Danny Peoples, Secretary

Date: September 4, 2008

TRAVIS COUNTY, TEXAS

By: _____
Honorable Samuel T. Biscoe
Travis County Judge

Date: _____

By: 
J. Elliott Beck
Assistant County Attorney

Date: 9/15/08
For: David Escamilla
Travis County Attorney

Travis County Commissioners Court Agenda Request

#42

Voting Session 9/23/08
(Date) 8/23

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 Sunfield Municipal Utility District No. 2

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
SUNFIELD MUNICIPAL UTILITY DISTRICT NO. 2**

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 Sunfield Municipal Utility District No. 2, 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 District dated September 18, 2007, 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.

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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.

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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;
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- 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.

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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 District is: c/o Ms. Sharlene Collins, Armbrust & Brown LLP, 100 Congress Avenue, Suite 1300, 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.

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13.03 Copies. This Agreement is executed in multiple copies, any one of which is a true copy hereof, having the same evidentiary value.

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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.

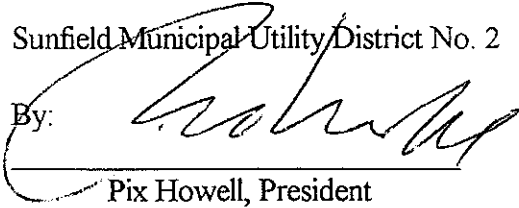
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13.10 Instruments. Each party hereto agrees that it will execute, in a timely manner, all instruments and documents needed for implementation of the terms, conditions, and provisions of this Agreement or needed for the other party's performance of its duties and responsibilities hereunder.

EXECUTED in triplicate by the County of Travis and by the Sunfield Municipal Utility District
No. 2 on this the _____ day of _____, 2008.

Sunfield Municipal Utility District No. 2

By:



Pix Howell, President

Date: August 27, 2008

By:



Alan Chasen, Secretary

Date: August 27, 2008


TRAVIS COUNTY, TEXAS

By:

Honorable Samuel T. Biscoe
Travis County Judge

Date: _____

By:


J. Elliott Beck
Assistant County Attorney

Date:


9/15/08

For:

David Escamilla
Travis County Attorney

Travis County Commissioners Court Agenda Request

43

Voting Session 9/23/08
(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 Sunfield Municipal Utility District No. 3

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
SUNFIELD MUNICIPAL UTILITY DISTRICT NO. 3**

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 Sunfield Municipal Utility District No. 3, 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. Sharlene Collins, Armbrust & Brown LLP, 100 Congress Avenue, Suite 1300, 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.

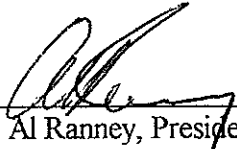
13.09 Gender and Number. As used in this Agreement, unless the context indicates otherwise, a masculine, feminine, or neuter gender shall each be deemed to include the other, and the singular or plural number shall each be deemed to include the other.

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 Sunfield Municipal Utility District No. 3 on this the _____ day of _____, 2008.

Sunfield Municipal Utility District No. 3

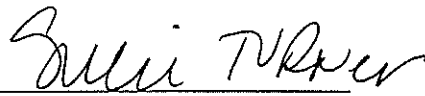
By:



Al Ranney, President

Date: September 4, 2008

By:



Sukie Turner, Secretary

Date: September 4, 2008

TRAVIS COUNTY, TEXAS

By:

Honorable Samuel T. Biscoe
Travis County Judge

Date: _____

By:



J. Elliott Beck
Assistant County Attorney

Date: 9/15/08

For: David Escamilla
Travis County Attorney

45

Travis County Commissioners Court Agenda Request

Voting Session: September 23, 2008
(Date)

Work Session: _____
(Date)

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

B. Requested Text:

Consider and Take Appropriate Action on Partnership with Del Valle Independent School District to Pursue a Grant from the Texas Education Agency for a Collaborative Dropout Reduction Pilot Program and Authorize the County Judge to Sign a Letter of Intent on Travis County's Participation.

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

Signature of Commissioner(s) or County Judge

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

(Original and eight copies)

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

Contract, Agreement, Policy & Procedure

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

Travis County Commissioners Court

SAMUEL T. BISCOE
County Judge

RON DAVIS
Commissioner, Pct. 1

SARAH ECKHARDT
Commissioner, Pct. 2

GERALD DAUGHERTY
Commissioner, Pct. 3



MARGARET J. GÓMEZ
Commissioner, Pct. 4

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

September 23, 2008

Texas Education Agency
William B. Travis Bldg.
Document Control Center, Room 6-108
1701 North Congress Avenue
Austin, Texas 78701-1494

To Whom It May Concern:

The purpose of this correspondence is to provide a letter of intent to participate in a Collaborative Dropout Reduction Pilot Program with the Del Valle Independent School District. It is our understanding that the Texas Education Agency grant funding for these proposed projects is competitive in nature and that all successfully awarded Pilot Programs must include, as required by TEC §29.096, a collaborative partnership with a designated community organization or organizations to provide proven, research-based dropout intervention services to participating secondary students. We further understand that successfully awarded projects must also collaboratively develop a written Memorandum of Understanding (MOU) and a Final Action Plan with their community partner for submission to the Texas Education Agency.

We have been contacted by representatives from the Del Valle Independent School District via phone, written correspondence, and face-to-face meetings for the purpose of preliminary collaborative planning regarding the provision of services to students who participate in the proposed Pilot Program.

At this initial point of collaboration, we feel that we can assist in the provision of an array of productive and effective services and/or contributions, all based on proven research-based dropout intervention strategies, to at-risk Del Valle students. Specifically, we believe that the current existing services provided to Del Valle through our Children's' Partnership Committee (CPC) dovetail nicely with the established goals of the proposed Pilot Program, including: comprehensively reduce the number of students who drop out of school; increase student job skills and employment opportunities; and provide continuing education opportunities for students who might otherwise have dropped out of school.

The CPC verifies with this correspondence its commitment to continue and expand the existing partnership with the Del Valle ISD to provide the following collaborative services to at-risk secondary students in danger of dropping out:

Workforce Skill Development: the CPC assists the Del Valle ISD by providing a linkage to local community programs and/or organizations that deliver employment training. The Care Coordinator also closely monitors the student's progress towards securing actual employment, and once employed, monitors actual job performance.

Academic Support: the CPC works with identified highly at-risk students and their family system in a comprehensive, "wraparound" fashion in which all the client's needs are identified, be they academic, behavioral, emotional, medical, material, etc, with subsequent efforts to identify and link clients and their families to available Del Valle ISD and local community resources. With regards to academic support, identified CPC clients who academically at-risk are carefully reviewed by the Care Coordinator to determine if all available and appropriate academic and tutoring services are being utilized. If not, the Care Coordinator facilitates such assignment. If all campus and district services are in use, the CPC may elect to identify and fund limited local community tutoring services for the student.

Attendance Improvement: the CPC indirectly addresses and influences student attendance by virtue of the "agreement" determined at the onset of services. An almost universal component of such agreements is that the family will meet established thresholds of participation, including school attendance. Continued service provision through CPC is contingent upon meeting all terms of the agreement mutually agreed upon at the onset of services. In this way, the CPC helps provide a positive behavior support for enhanced student attendance.

Student and Family Support Services: the CPC approaches student and family support services in a comprehensive, "wraparound" fashion. As part of that process, it addresses social, emotional, and personal student needs including health issues, emotional and mental health needs, family concerns, substance abuse, involvement with the juvenile justice system, and other issues that may prevent or hinder student academic performance and success. Based on the client's identified needs, appropriate in-district services (e.g., individual counseling, group counseling, and limited family counseling) are identified and pursued. When appropriate, the CPC will also identify local community support agencies and services that can be of supplemental assistance.

It is our understanding that additional specific details and timelines associated with the proposed collaborative Dropout Reduction Pilot Program between our organization and the Del Valle Independent School District will be finalized,

pending project award, with the joint development of a Memorandum of Understanding ("MOU") and a Finalized Action Plan.

We look forward to the possibility of working with the Del Valle ISD to enhance and expand its comprehensive services in the essential arena of dropout reduction and prevention.

Please do not hesitate to contact us if any additional information is required.

Respectfully,

County Judge Samuel T. Biscoe



Travis County Commissioners Court Agenda Request

46

Voting Session 9/23/08
(Date)

Work Session _____
(Date)

I. A. Request made by: John C. Hille, Jr., Assistant County Attorney
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: Consider and take appropriate action on Fourth Amendment to Interlocal Agreement for services with the Travis County Healthcare District.

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:

- Rodney Rhoades, PBO Exec. Mgr.
- Susan Spataro, Auditor
- Sherry Fleming, Exec. Mgr., HHS & VS
- Mary Mays, Investment Manager
- Stacy E. Wilson, Asst. Co. Atty., TCAO
- John C. Hille, Jr., Dir., Trans. Div., TCAO

- 854-9106
- 854-9125
- 854-4100
- 854-9085
- 854-9513
- 854-9513

RECEIVED
COUNTY JUDGE'S OFFICE
08 SEP 21 AM 9: 51

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

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

Human Resources Department (473-9165)

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

Purchasing Office (473-9700)

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

County Attorney's Office (473-9415)

- ___ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
08 SEP 21 AM 9: 52

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.

DAVID A. ESCAMILLA
COUNTY ATTORNEY

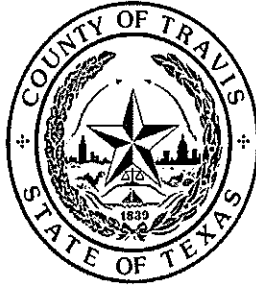
RANDY T. LEAVITT
FIRST ASSISTANT

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



COUNTY RECEIVED
TRANSACTIONS DIVISION
08 SEP 17 AM 9:23
OFFICE

JOHN C. HILLE, JR., DIRECTOR

BARBARA 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

September 16, 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 Gomez, Commissioner, Precinct Four
P.O. Box 1748
Austin, Texas 78767

RE: Agenda Request: Consider and take appropriate action on Fourth Amendment to Interlocal Agreement for Services with the Travis County Healthcare District
Our File No. 188.164

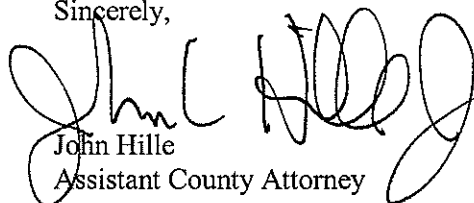
Dear Judge Biscoe and Commissioners:

Enclosed please find the Fourth Amendment to the Interlocal Agreement for Services between Travis County and the Travis County Healthcare District. The amendment does two things:

- It amends the dollar amount to be paid for cash investment services; and
- It raises the amount reimbursed to the Travis County Attorney's Office for services for both FY '08 and FY '09.

It is being presented to you for your consideration and approval. Should you have any questions regarding this proposed amendment, please do not hesitate to contact me.

Sincerely,


John Hille
Assistant County Attorney

JCH/clt

**FOURTH AMENDMENT OF INTERLOCAL AGREEMENT
BETWEEN TRAVIS COUNTY HEALTHCARE DISTRICT
AND TRAVIS COUNTY, TEXAS**

This Fourth Amendment of Interlocal Agreement (this "Amendment") is entered into between the Travis County Healthcare District (the "District"), a hospital district created under Chapter 281 of the Texas Health & Safety Code, as amended (the "Act"), and Travis County, Texas (the "County"), a political subdivision of the State of Texas.

RECITALS

District and County entered into an Interlocal Agreement regarding services that County would provide District.

District and County desire to amend the Agreement to update the amounts payable for certain Services to ensure that the efficient delivery of health care to indigent and needy residents of the District continues and make other agreed-upon amendments.

IN WITNESS WHEREOF, and in consideration of the premises, the payments to be made by each party to the other hereunder, and the services to be rendered by County, District and County hereby agree as follows:

AMENDMENT

1.0 Section 3(a)(i)(C) is amended in its entirety to read as follows:

(C) In exchange for the Services described in Section 3(i)(A) and Section 3(i)(B), and subject to the provisions of Section 8(f), District agrees to pay County the total sum of \$58,179.46, paid in monthly amounts of \$4,848.29, with the first payment to be made no later than October 31, 2008, and monthly thereafter.

2.0 Section 3(a)(ix) is amended in its entirety to read as follows:

(ix) County shall provide legal advice and counsel through the Travis County Attorney's Office in compliance with Texas Health and Safety Code Section 281.056, reimbursable to County up to a cost not-to-exceed \$280,000 for Fiscal Year 2008 and up to a cost not-to-exceed \$405,880 for Fiscal Year 2009. The County Attorney's Office will invoice District monthly for the cost of services. District shall pay the invoice within 30 days of receipt.

3.0 Section 4(a)(iv) is amended in its entirety to read as follows:

(iv) The District will coordinate the opening of any new bank account with Cash/Investment Management prior to such opening to ensure that Cash/Investment Management can provide the necessary services to related to that new account.

4.0 Except as provided herein, all terms, conditions, and provisions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Fourth Amendment has been executed and delivered on behalf of District and County as of the date set forth below by their duly authorized representatives in one or more counterparts, which together shall constitute one agreement.

TRAVIS COUNTY HEALTHCARE DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

TRAVIS COUNTY, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

48

Voting Session: September 23, 2008

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

B. Requested text: DISCUSS AND TAKE APPROPRIATE ACTION REGARDING A LEASE AGREEMENT BETWEEN CITY OF JONESTOWN AND TRAVIS COUNTY FOR SPACE LOCATED AT 18649 HIGHWAY 1431. (EXEC SESSION GOV'T CODE ANN 551.071 & 551.072)

C. Approved by: _____
Signature of Commissioner or Judge

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

John Hille, Assistant County Attorney, (4-9415)
 Daniel Bradford, Assistant County Attorney, (4-9415)
 Roger A, El Khoury, M.S., P.E., Director, Facilities Management Department (4-4579)
 Sherri Fleming, Executive Manager, HHS (4-4100)

III. Required Authorizations: Please check if applicable.

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

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

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

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

Travis County Commissioners Court Agenda Request

Voting Session Tuesday, September 23, 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 September 9, 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 SEPTEMBER 9, 2008

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 9th day of September 2008, the Commissioners' Court convened the Voting Session at 9:15 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court retired to Executive Session at 11:13 AM.

The Commissioners Court reconvened the Voting Session at 12:11 PM.

The Commissioners Court adjourned the Voting Session at 12:13 PM.

The Commissioners Court, meeting as the Travis County Bee Caves Road District #1 (Galleria), convened at 12:14 PM and adjourned at 12:14 PM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation, convened at 12:15 PM and adjourned at 12:15 PM.

PUBLIC HEARINGS

1. RECEIVE COMMENTS ON PROPOSED COMPREHENSIVE REVISIONS TO CHAPTER 64 OF THE TRAVIS COUNTY CODE, REGULATIONS FOR FLOODPLAIN MANAGEMENT AND GUIDELINES AND PROCEDURES FOR DEVELOPMENT PERMITS. (ACTION ITEM #30) (9:16 AM)

Clerk's Note: This Item is a public hearing to receive comments. Please refer to Agenda Item 30 for a summary of the action item.

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to open the public hearing.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Members of the Court heard from: Stacey Scheffel, Flood Plain Manager, Transportation and Natural Resources (TNR); Julie Joe, Assistant County Attorney; Joe Gieselman, Executive Manager, TNR; Frank Devooght, Travis County Resident; and Les Huff, Travis County Resident.

Motion by Commissioner Davis **and seconded by** Commissioner Daugherty 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

CONSENT ITEMS

Motion by Commissioner Gómez and seconded by Commissioner Davis to approve the following Consent Items: C1-C5 and Items 3, 6, 8.A-E, 8.G, 9, 10, 11, 12, 13, 14, 15, 16.A&B, 22, 23, 24, 25, 26, 28.A&B, 31, 32, 35, 38, 39, 40, 41, 42, 43, and 45. (10:18 AM)

Motion carried: County Judge Samuel T. Biscoe yes
Precinct 1, Commissioner Ron Davis yes
Precinct 2, Commissioner Sarah Eckhardt yes
Precinct 3, Commissioner Gerald Daugherty yes
Precinct 4, Commissioner Margaret J. Gómez yes

- C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.
- C2. APPROVE COMMISSIONERS COURT MINUTES FOR VOTING SESSION OF AUGUST 19, 2008.
- C3. 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 FIVE FOOT 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 PRECINCT THREE. (COMMISSIONER DAUGHERTY)
- C4. 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 FIVE FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT LOCATED ALONG REAR LOT LINE OF LOT 15, BLOCK C OF VALLE VERDE BEACH SUBDIVISION, A SUBDIVISION IN PRECINCT THREE. (COMMISSIONER DAUGHERTY)
- C5. 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 TWENTY-TWO 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 PRECINCT THREE. (COMMISSIONER DAUGHERTY)

PLANNING AND BUDGET DEPT. ITEMS

3. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (10:18 AM)

Clerk's Note: Item 3 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

4. CONSIDER AND TAKE APPROPRIATE ACTION ON FISCAL YEAR 2009 BUDGET RULES. (10:25 AM)

Members of the Court heard from: Jessica Rio, Assistant Budget Manager, Planning and Budget Office (PBO); Susan Spataro, Travis County Auditor; and Leroy Nellis, Budget Manager, PBO.

Discussion only. No formal action taken.

Item 4 to be reposted on September 16, 2008.

5. CONSIDER AND TAKE APPROPRIATE ACTION ON CONTINUATION OF FISCAL YEAR 2009 BUDGET MARK-UP. (10:43 AM)

Members of the Court heard from: Rodney Rhoades, Executive Manager, PBO; Joe Gieselman, Executive Manager, TNR; Mike Joyce, Fleet Manager, TNR; and Jessica Rio, Assistant Budget Manager, PBO.

Discussion only. No formal action taken.

Item 4 to be reposted on September 16, 2008.

6. CONSIDER AND TAKE APPROPRIATE ACTION ON SETTING THE CALENDAR YEAR 2009 SHERIFF'S AND CONSTABLES' FEE SCHEDULE. (10:18 AM)

Clerk's Note: Item 6 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

7. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
(9:16 AM)
 - A. GRANT CONTRACT WITH THE SUPREME COURT OF TEXAS TASK FORCE ON FOSTER CARE FOR CIVIL COURTS TO PROVIDE LEGAL REPRESENTATION FOR PRIMARY PARENTS IN PENDING CHILD ABUSE AND NEGLECT CASES IN TRAVIS COUNTY; AND
 - B. GRANT CONTRACT WITH THE SUPREME COURT OF TEXAS, TASK FORCE ON FOSTER CARE FOR CIVIL COURTS TO ESTABLISH A CHILD PUBLIC DEFENDER'S OFFICE TO PROVIDE LEGAL REPRESENTATION TO CHILDREN IN CHILD PROTECTIVE SERVICES.

Items 7.A&B postponed until September 16, 2008.

8. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:
(10:18 AM)
 - A. 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. GRANT CONTRACT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO CONTINUE COMPREHENSIVE UNDERAGE DRINKING PREVENTION PROGRAM IN THE COUNTY ATTORNEY'S OFFICE;
 - C. **REVISED LANGUAGE:** GRANT CONTRACT AMENDMENT 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;
 - D. GRANT CONTRACT AMENDMENT WITH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, LOW INCOME HOME ENERGY ASSISTANCE PROGRAM FOR HEALTH AND HUMAN SERVICES AND VETERANS SERVICES TO PROVIDE ASSISTANCE TO AN ADDITIONAL EIGHT RESIDENCES WITHIN TRAVIS COUNTY;
 - E. 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;

Clerk's Note: Items 8.A-E approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

ITEM 8 CONTINUED

8. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:
(10:21 AM)

F. GRANT CONTRACT WITH AUSTIN/TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION FOR COMMUNITY RESOURCE COORDINATOR IN JUVENILE PROBATION DEPARTMENT; AND

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to approve Item 8.G.

Motion carried:

County Judge Samuel T. Biscoe	abstain
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

8. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:
(10:18 AM)

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.

Clerk's Note: Item 8.G 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

9. 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 TO AUGUST 28, 2008. (10:18 AM)

Clerk's Note: Item 9 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

10. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (10:18 AM)

Clerk's Note: Item 10 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

11. **REVISED LANGUAGE:** CONSIDER AND TAKE APPROPRIATE ACTION ON LICENSE AGREEMENT WITH **CHILD, INC.** TO USE 20 PARKING SPACES IN "CHAIR KING" PARKING LOT LOCATED AT 5335 AIRPORT BOULEVARD. (10:18 AM)

Clerk's Note: Item 11 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

JUSTICE AND PUBLIC SAFETY ITEMS

12. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THIRTEENTH PAYMENT TO THE CITY OF AUSTIN FOR FISCAL YEAR 2007 OPERATIONS AND MAINTENANCE OF THE COMBINED TRANSPORTATION, EMERGENCY AND COMMUNICATIONS CENTER, INTERLOCAL AGREEMENT IL030285LC. (10:18 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.

PURCHASING OFFICE ITEMS

13. DECLARE LISTING OF CERTAIN EQUIPMENT AS SURPLUS AND SELL AT PUBLIC AUCTION PURSUANT TO SECTION 263.151 OF THE TEXAS LOCAL GOVERNMENT CODE. (FIXED ASSETS) (10:18 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. REJECT SOLE BID RECEIVED FOR IFB NO. B080241DR, RESIDENTIAL ROOF REPAIR/REPLACEMENT SERVICES. (HEALTH AND HUMAN SERVICES AND VETERANS SERVICE) (10:18 AM)

Clerk's Note: Item 14 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

15. APPROVE CONTRACT AWARD FOR ROAD RECYCLING, IFB NO. B080261RG, TO THE LOW BIDDER, AARON CONCRETE CONTRACTORS. (TRANSPORTATION AND NATURAL RESOURCES) (10:18 AM)

Clerk's Note: Item 15 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

16. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING INTERLOCAL AGREEMENT NO. IL020037RE, TEXAS DEPARTMENT OF AGING AND DISABILITY SERVICES: (10:18 AM)

A. MODIFICATION NO. 9 TO INCREASE FISCAL YEAR 2008 REVENUE FUNDS; AND

B. MODIFICATION NO. 10 TO RENEW THE AGREEMENT FOR AN ADDITIONAL TWELVE-MONTH PERIOD. (HEALTH AND HUMAN SERVICES AND VETERANS SERVICE)

Clerk's Note: Items 16.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

17. APPROVE MODIFICATION NO. 1 TO CONTRACT NO. PS070371JW, ESPEY CONSULTANTS, INC., CONSULTING SERVICES FOR HAMILTON POOL POLLUTION. (COUNTY ATTORNEY) (11:11 AM)

Members of the Court heard from: Marvin Brice, Construction Procurement Management, Purchasing.

Motion by Judge Biscoe and seconded by Commissioner Gómez to approve Item 17.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

18. 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. (INFORMATION AND TELECOMMUNICATIONS SYSTEMS) (11:11 AM)

Motion by Judge Biscoe and seconded by Commissioner Gómez to approve Item 18.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

19. APPROVE MODIFICATION NO. 6 TO CONTRACT NO. 05AE0176JJ, LOCKWOOD, ANDREWS AND NEWNAM, INC., FOR EASTSIDE SERVICE CENTER PROJECT. (FACILITIES MANAGEMENT) (11:12 AM)

Motion by Commissioner Davis and seconded by Commissioner Gómez to approve Item 19.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

20. APPROVE MODIFICATION NO. 1 TO CONTRACT NO. PS080068VR, SOUTHWEST KEY PROGRAMS, INC., FOR DAY TREATMENT SERVICES FOR JUVENILE OFFENDERS. (JUVENILE PROBATION) (11:12 AM)

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to approve Item 20.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

21. APPROVE MODIFICATION NO. 2 TO CONTRACT NO. CM060287LC, COGENT SYSTEMS, FOR COGENT HARDWARE, SOFTWARE AND SUPPORT. (SHERIFF'S OFFICE) (11:13 AM)

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to approve Item 21.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

22. CONSIDER AND TAKE APPROPRIATE ACTION ON JACOBSON ESTATES RESUBDIVISION OF LOT 7, BLOCK A, A SUBDIVISION IN PRECINCT FOUR. (COMMISSIONER GÓMEZ) (10:18 AM)

Clerk's Note: Item 22 is the action item for the public hearing on Agenda Item 2.

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. CONSIDER AND TAKE APPROPRIATE ACTION ON A LICENSE AGREEMENT WITH PIRATE RACE PRODUCTIONS TO HOLD BIKE RACES AT EAST METROPOLITAN PARK, RICHARD MOYA PARK, AND SOUTHEAST METROPOLITAN PARK. (10:18 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 A PLAT FOR RECORDING IN PRECINCT ONE: BALLI SUBDIVISION (4 TOTAL LOTS). (10:18 AM)

Clerk's Note: Item 24 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

25. CONSIDER AND TAKE APPROPRIATE ACTION 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. (10:18 AM)

Clerk's Note: Item 25 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

26. CONSIDER AND TAKE APPROPRIATE ACTION ON A FINAL PLAT IN PRECINCT ONE: HORNSBY GLEN PHASE 1 (126 TOTAL LOTS), AND A SUBDIVISION CONSTRUCTION AGREEMENT WITH MAIN STREET LTD. (10:18 AM)

Clerk's Note: Item 26 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

27. CONSIDER AND TAKE APPROPRIATE ACTION ON A REQUEST FOR A VARIANCE TO CHAPTER 82.401 (C)(4), STANDARDS FOR CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS TO ALLOW THE ACCEPTANCE OF DEDICATION OF A PORTION OF THE STREET AND DRAINAGE FACILITIES IN 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. (COMMISSIONER DAUGHERTY) (10:59 AM)

Members of the Court heard from: Joe Gieselman, Executive Manager, TNR.

Motion by Judge Biscoe **and seconded by** Commissioner Gómez to approve Item 27.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

28. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:
(10:18 AM)

- A. ACCEPTANCE OF DEDICATION OF STREET AND DRAINAGE FACILITIES IN SHADOWGLEN PHASE 1, SECTION 12 AND 13 AND SHADOWGLEN PHASE 1, LEXINGTON STREET; AND
- B. **REVISED LANGUAGE:** A **SECOND** AMENDMENT TO A LICENSE AGREEMENT WITH SHADOWGLEN HOMEOWNERS ASSOCIATION, INC. FOR IMPROVEMENTS IN PUBLIC RIGHT OF WAY.

Clerk's Note: Item 28.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 29. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING REQUESTS: (10:49 AM)
 - A. PROPOSED UPDATE TO THE CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION (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 TRANSPORTATION AND NATURAL RESOURCES 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.

Clerk's Note: Items 29.A&B are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Joe Gieselman, Executive Manager, TNR; and Steve Manilla, Director, Public Works, TNR.

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to approve Items 29.A&B.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

- 30. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING PROPOSED COMPREHENSIVE REVISIONS TO CHAPTER 64 OF TRAVIS COUNTY CODE, REGULATIONS FOR FLOODPLAIN MANAGEMENT AND GUIDELINES AND PROCEDURES FOR DEVELOPMENT PERMITS. (10:01 AM)

Clerk's Note: Item 30 is the action item for the public hearing on Agenda Item 1.

Item 30 postponed until September 23, 2008.

OTHER ITEMS

- 31. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (10:18 AM)

Clerk's Note: Item 31 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 32. CONSIDER AND TAKE APPROPRIATE ACTION TO SET A PUBLIC HEARING ON SEPTEMBER 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 SECTION 118.025 OF THE LOCAL GOVERNMENT CODE. (10:18 AM)

Clerk's Note: Item 32 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 33. 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. (11:00 AM)

Clerk's Note: Items 33, 34, and 36 are associated with one another and were called for concurrent discussion.

Members of the Court heard from: Dana DeBeauvoir, Travis County Clerk; and Julie Joe, Assistant County Attorney.

Motion by Judge Biscoe and seconded by Commissioner Davis to approve Exhibit A on Item 33.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

Clerk's Note: By approving Exhibit A in Item 33 the Court adopted the order to designate the mobile early voting locations.

Motion by Judge Biscoe and seconded by Commissioner Davis to approve Exhibit A on Item 34.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

Clerk's Note: By approving Exhibit A in Item 34 the Court adopted the order to designate the Election Day voting locations.

Discussion only for Item 36.

Item 36 to be reposted weekly until the November 4, 2008 Joint General and Special Elections.

34. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING AN ORDER TO DESIGNATE ELECTION DAY POLLING PLACES FOR THE NOVEMBER 4, 2008 JOINT GENERAL AND SPECIAL ELECTIONS. (11:00 AM)

Clerk's Note: Items 33, 34, and 36 are associated with one another and were called for concurrent discussion. Please refer to Item 33 for a summary of the action taken by the Court.

35. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING ELECTION SERVICES AGREEMENTS BETWEEN TRAVIS COUNTY AND VISTA MUNICIPAL UTILITY DISTRICT AND TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 2. (10:18 AM)

Clerk's Note: Item 35 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

36. CONSIDER AND TAKE APPROPRIATE ACTION ON ISSUES RELATED TO THE CONDUCT OF THE NOVEMBER 4, 2008 JOINT GENERAL AND SPECIAL ELECTIONS. (11:00 AM)

Clerk's Note: Items 33, 34, and 36 are associated with one another and were called for concurrent discussion. Please refer to Item 33 for a summary of the action taken by the Court.

37. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM THE AUSTIN TOWING ASSOCIATION TO INCREASE THE NON-CONSENT TOWING RATE. (9:16 AM)

Item 37 was pulled from the Agenda.

38. CONSIDER AND TAKE APPROPRIATE ACTION ON AN INTERLOCAL COOPERATION AGREEMENT BETWEEN TRAVIS COUNTY AND THE LEANDER INDEPENDENT SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICERS. (10:18 AM)

Clerk's Note: Item 38 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

39. CONSIDER AND TAKE APPROPRIATE ACTION ON AGREEMENT FOR ASSESSMENT AND COLLECTION SERVICES BETWEEN TRAVIS COUNTY AND LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2A. (10:18 AM)

Clerk's Note: Item 39 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

40. CONSIDER AND TAKE APPROPRIATE ACTION ON AGREEMENT FOR ASSESSMENT AND COLLECTION SERVICES BETWEEN TRAVIS COUNTY AND RANCH AT CYPRESS CREEK MUNICIPAL UTILITY DISTRICT NO. 1. (10:18 AM)

Clerk's Note: Item 40 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

41. CONSIDER AND TAKE APPROPRIATE ACTION ON AGREEMENT FOR ASSESSMENT AND COLLECTION SERVICES BETWEEN TRAVIS COUNTY AND WILLIAMSON TRAVIS COUNTIES MUNICIPAL UTILITY DISTRICT NO. 1. (10:18 AM)

Clerk's Note: Item 41 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

42. CONSIDER AND TAKE APPROPRIATE ACTION ON AGREEMENT FOR ASSESSMENT AND COLLECTION SERVICES BETWEEN TRAVIS COUNTY AND THE CITY OF LEANDER. (10:18 AM)

Clerk's Note: Item 42 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

43. CONSIDER AND TAKE APPROPRIATE ACTION ON AGREEMENT FOR ASSESSMENT AND COLLECTION SERVICES BETWEEN TRAVIS COUNTY AND PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT. (10:18 AM)

Clerk's Note: Item 43 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

44. CONSIDER AND TAKE APPROPRIATE ACTION ON AGREEMENT FOR ASSESSMENT AND COLLECTION SERVICES BETWEEN TRAVIS COUNTY AND TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1 (GALLERIA). (10:48 AM)

Motion by Judge Biscoe and seconded by Commissioner Gómez to approve Item 44.

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	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

45. 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. (10:18 AM)

Clerk's Note: Item 45 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

Clerk's Note: The Court noted that the previously set discounted rate of \$275.00 covers the costs associated with the use of the Exposition Center for the cadet graduation.

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.

- 46. 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
(11:13 AM) (12:12 PM)

Clerk's Note: Judge Biscoe announced that Item 46 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe and seconded by Commissioner Davis that we communicate to the Austin Travis County Livestock Board that the County's position is this: That we shall settle this for the sum of \$100,00.00; and that we shall give ourselves an opportunity to discuss four outstanding issues which will require additional time, probably two to three months; and that we think that the short-term cash claim should be separate from the other issues that we need to discuss; that we authorize an appropriate letter to be directed to the Executive Director of the Association as soon as possible.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	no
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

47. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING SETTLEMENT OFFER IN VALDEZ/NAUTILUS CASE (OPHELIA MALICIA CLAIM). ¹ (11:13 AM) (12:11 PM)

Clerk's Note: Judge Biscoe announced that Item 47 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Item 47 was not discussed.

Item 47 to be reposted on September 16, 2008.

48. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION CONCERNING THE EXTENSION OF ADMINISTRATIVE LEAVE WITH PAY FOR HUMAN RESOURCES EMPLOYEE, SLOT NO. 2. ^{1 AND 3} (11:13 AM) (12:13 PM)

Clerk's Note: Judge Biscoe announced that Item 48 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.074, Personnel Matters

Motion by Judge Biscoe and seconded by Commissioner Gómez that we authorize an additional two weeks, which will be up to and including September 23, 2008 – administrative leave with pay.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Gerald Daugherty	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

ADDED ITEM

- A1. CONSIDER AND TAKE APPROPRIATE ACTION ON GRANT CONTRACT WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY FOR TRANSPORTATION AND NATURAL RESOURCES TO ADMINISTER THE LOW INCOME VEHICLE REPAIR, RETROFIT AND REPLACEMENT ASSISTANCE PROGRAM THAT PROVIDES GRANT FUNDS TO QUALIFYING INDIVIDUALS WHO OWN VEHICLES IN THE COUNTY THAT FAIL MANDATORY EMISSION INSPECTION. (10:22 AM)

Members of the Court heard from: Adele Noel, Air Quality Project Manager, TNR; Joe Gieselman, Executive Manager, TNR; and Jessica Rio, Assistant Budget Manager, PBO.

Motion by Commissioner Gómez **and seconded by** Judge Biscoe to approve Item A1.

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

ADJOURNMENT

Motion by Commissioner Davis **and seconded by** Commissioner Gómez to adjourn the Voting Session. (12:13 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	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

MINUTES APPROVED BY THE COMMISSIONERS' COURT

Date of Approval

Samuel T. Biscoe, Travis County Judge

Item #

C3 ✓

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

RECEIVED
COUNTY JUDGE'S OFFICE

08 SEP 16 PM 2:17

Please consider the following item for: (fill in date of meeting)

VOTING SESSION: September 23, 2008

A. REQUEST MADE BY: Commissioner Gerald Daugherty, 854-9333
(Elected/Appointed Official/Executive Mgr/County Attorney)

B. REQUESTED TEXT:

Consider and take appropriate action on request to reappoint Genevieve Hearon to serve as a Precinct Three Appointee to the Board of Trustees of the Austin Travis County MHMR, term effective immediately through September 2010.



COUNTY JUDGE OR COMMISSIONER

A. Any backup material to be presented to the Court must be submitted with this Agenda Request (Original(s) & 8 copies).

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

REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:

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

PURCHASING OFFICE (473-9700)

Bid, Purchase Contract, Request for Proposals

COUNTY ATTORNEY'S OFFICE (473-9513)

Contract, Agreement, 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 noon for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

#2 + 3

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:

**Northwest Travis County
Road District #3 (Golden Triangle):**

September 23, 2008

I. A. Request made by:

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



AGENDA

1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS.

2. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO ADOPT ORDER SETTING THE ROAD DISTRICT TAX RATE FOR THE YEAR BEGINNING JANUARY 1, 2008.

3. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO ADOPT ORDER APPROVING THE ROAD DISTRICT BUDGET FOR FISCAL YEAR 2009.

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.

AN ORDER OF THE BOARD OF DIRECTORS OF
THE NORTHWEST TRAVIS COUNTY ROAD DISTRICT # 3
OF TRAVIS COUNTY, TEXAS,
MAKING TAX LEVIES FOR THE TAX YEAR BEGINNING JANUARY 1, 2008

DATE:

STATE OF TEXAS §
COUNTY OF TRAVIS §

It is necessary to levy the following Ad Valorem taxes on each \$100 valuation of all taxable property in Travis County for the Northwest Travis County Road District # 3 for the tax year beginning January 1, 2008, which will be due no later than January 31, 2009:

DEBT SERVICE: \$0.11 to provide for the payment of principal and interest.

I. The following was adopted by the Board of Directors of the Northwest Travis County Road District # 3 on September 23, 2008:

On motion by: _____ ,

Seconded by: _____ ,

There is hereby levied for the tax year beginning January 1, 2008, an ad valorem tax of \$0.11 for each \$100 valuation of all taxable property for debt service and to provide sinking funds and to pay interest on the above mentioned bond issues.

Voting in favor of the motion:

Samuel T. Biscoe, County Judge
Board Member

Ron Davis, Commissioner
Board Member

Sarah Eckhardt, Commissioner
Board Member

Gerald Daugherty, Commissioner
Board Member

Margaret Gómez, Commissioner
Board Member

II. The following was adopted by the Board of Directors of the Northwest Travis County Road District # 3 on September 23, 2008:

On motion by: _____,

Seconded by: _____,

The only component of the Northwest Travis County Road District # 3 tax rate for the tax year beginning January 1, 2008, having been approved herein, there is hereby levied for that tax year a total Northwest Travis County Road District # 3 ad valorem tax of \$0.11 for each \$100 valuation of all taxable property.

Voting in favor of the motion:

Samuel T. Biscoe, County Judge
Board Member

Ron Davis, Commissioner
Board Member

Sarah Eckhardt, Commissioner
Board Member

Gerald Daugherty, Commissioner
Board Member

Margaret Gómez, Commissioner
Board Member

BOARD OF DIRECTORS ORDER

STATE OF TEXAS §
COUNTY OF TRAVIS §

At a regular meeting of the Board of Directors of the Northwest Travis County Road District # 3 of Travis County, Texas held on September 23, 2008,

on motion made by: _____ ,

seconded by: _____ ,

the following Order was adopted:

WHEREAS, the Board of Directors has by Order dated September 23, 2008 set the tax rate and levied taxes based on the tax requirements identified in Northwest Travis County Road District # 3 budget for the fiscal year beginning October 1, 2008 and

WHEREAS, in accordance with the Revised Statutes of the State of Texas, a budget has been prepared to cover all proposed expenditures of the Northwest Travis County Road District # 3 for the period beginning October 1, 2008 and ending September 30, 2009, which is attached to this order as Attachment A; and

WHEREAS, after careful consideration of the budget, it appears to the Board of Directors that this budget is in the best interests of Northwest Travis County Road District # 3 for the period for which appropriations are made in it, and that it should be adopted and approved;

THEREFORE, the Board of Directors of Northwest Travis County Road District # 3 of Travis County, Texas, orders that the budget for the Northwest Travis County Road District # 3 for the period beginning October 1, 2008 and ending September 30, 2009, as stated in Attachment A, is hereby finally approved and adopted for that period. No expenditures of the funds of Northwest Travis County Road District # 3 shall be made for that period, except in strict compliance with this budget, unless it is amended according to the laws of the State of Texas.

DONE IN OPEN MEETING on _____ , 2008.

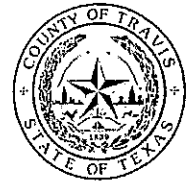
Samuel T. Biscoe, County Judge
Board Member

Ron Davis, Commissioner
Board Member

Sarah Eckhardt, Commissioner
Board Member

Gerald Daugherty, Commissioner
Board Member

Margaret Gómez, Commissioner
Board Member



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

**BACK-UP MATERIAL FOR AGENDA ITEM FOR THE NORTHWEST TRAVIS
COUNTY ROAD DISTRICT #3 MEETING ON JULY 29**

July 25, 2008

To: Board of Directors of the Northwest Travis County Road District #3

Re: Approval of Maximum Tax Rate and Proposed FY 09 Road District Budget

Enclosed for your approval is the proposed maximum Tax Rate analysis. This material is based on: (a) the Certified Appraised Values for the Northwest Travis County Road District, obtained from TCAD, and on (b) the enclosed 2008 Tax Rate Study provided by Ladd Pattillo, Financial Advisor. Certified taxable value has increased from \$475,657,463 to \$497,215,367, an increase of 4.5%. I am also enclosing the Road district Tax Rate Summary and the one page budget, compiled by the Tax Office.

As you know, the only expense of the Road District is debt service, plus related fees. The total debt service for FY 09 is \$624,082. Ladd Pattillo has prepared the attached Tax Rate Study for your review and as part of setting the tax rate for FY 09. The Beginning Fund Balance for the District is estimated at \$364,303. Based upon the increase in property value, Mr. Pattillo believes that it is prudent to establish the tax rate at \$0.11, and PBO concurs with Mr. Pattillo. The current tax rate is \$0.11, and the debt obligations for the Road District will be over in five more years.

Pursuant to State law, you must set the debt service tax rate prior to the required publication of the Effective Tax Rate calculations in August. You are being asked to set the debt service tax rate for FY 09 and approve a proposed FY 09 budget at your July 29 meeting. Approval of the final tax rate and the final adopted budget will be submitted to the Board of Directors in September as part of the budget process.

A handwritten signature in black ink, appearing to read "Leroy Nellis", is written over the typed name.

Leroy Nellis
Budget Manager, Planning and Budget

Cc: Rodney Rhoades
Ladd Pattillo
Jessica Rio

Dusty Knight
Susan Spataro

Tien Dao
Sean O'Neal

Northwest Travis County Road District # 3

Fiscal Year 2009
Tax Year 2008
Budget

Estimated Available Balances & Debt Service Fund Requirements

Beginning Fund Balance \$364,303.00

Revenues:

Current Taxes	\$546,937.00	
Delinquent Taxes	\$5,500.00	
Interest Revenue	<u>\$14,934.56</u>	
Total Revenues		\$567,371.56

Expenditures:

Principal	\$500,000.00	
Interest	\$124,082.00	
Paying Agent Fees	\$300.00	
Appraisal District Fees	<u>\$4,000.00</u>	
Total Expenditures		\$628,382.00

Ending Fund Balance \$303,292.56

Northwest Travis County Road District # 3

Fiscal Year 2009
 Tax Year 2008
 Tax Rate

	Total Required for 2008 Debt Service.....\$	\$624,082.00
-	Amount paid from reserves (beginning balance.....\$	77,145.10
-	Excess collections last year.....\$	\$0.00
=	Total to be paid from taxes in 2008.....\$	\$546,936.90
	Anticipated Collection Rate.....	100.00%
+	Amount added in anticipation that the unit will collect only the above % of its taxes in 2008.....\$	\$0.00
=	Total Debt Service Levy.....\$	\$546,936.90
/	2008 Total Taxable Value.....\$	497,215,367
=	2008 Tax Rate.....\$	0.1100 /\$100

TRAVIS CENTRAL APPRAISAL DISTRICT

BOARD OFFICERS
 Tom Granger
 Chairperson
 Richard Lavine
 Vice Chairperson
 Blanca Zamora-Garcia
 Secretary/Treasurer



Patrick Brown
 Chief Appraiser

BOARD MEMBERS
 James Adkins
 Hugh Farmer
 Kristoffer S. Lands
 Joan Kunkel
 Nash Martinez
 Eleanor Powell
 Nelda Wells Spears

NWTCRD #3 GOLDEN TRIANGLE
 THE HONORABLE SAM BISCOE
 P.O. BOX 1748
 AUSTIN, TX 78767

July 23, 2008

CERTIFICATION OF 2008 APPRAISED VALUES

NWTCRD #3 GOLDEN TRIANGLE

JURIS. NO. 78

1113

I, PATRICK BROWN, CHIEF APPRAISER OF THE TRAVIS CENTRAL APPRAISAL DISTRICT HEREBY CERTIFY THAT THE 2008 APPRAISED VALUE FOR THIS JURISDICTION IS:

APPROVED APPRAISAL ROLL				PROPERTY IN APPEALS PROCESS	
NUMBER OF ACCOUNTS	APPRAISAL VALUES			NUMBER OF ACCOUNTS	APPRAISAL VALUES
43	415,769,787	REAL PROPERTY		3	3,458,058
159	78,587,320	PERSONAL PROPERTY		6	1,466,132
202	494,357,107	TOTAL		9	4,924,190
EXEMPTIONS					
NUMBER OF ACCOUNTS	EXEMPTION AMOUNTS			NUMBER OF ACCOUNTS	EXEMPTION AMOUNTS
	0	AG			0
	0	HOMESTEAD CAP			0
0	0	ABATEMENT		0	0
0	0	CHODO		0	0
0	0	DISABLED PERSONS		0	0
0	0	DISABLED VETERAN		0	0
0	0	ECONOMIC DEV		0	0
0	0	ENERGY		0	0
4	1,325,935	EXEMPT		0	0
6	1,367	EXEMPT 366		0	0
0	0	FREEPORT		0	0
0	0	GOODS IN TRANSIT		0	0
0	0	HISTORIC		0	0
0	0	HOMESTEAD		0	0
0	0	HOMESTEAD OV65		0	0
0	0	LOW INCOME HOUSING		0	0
0	0	POLLUTION CONTROL		0	0
0	0	SOLAR		0	0
	493,029,805	NET AFTER EXEMPTIONS			4,924,190

CHIEF APPRAISER'S OPINION OF VALUE IN PROTEST:

4,185,562

Patrick Brown
 PATRICK BROWN
 CHIEF APPRAISER

NET TAXABLE VALUE:

497,215,367

2008 CERTIFICATION INFORMATION

JURIS. 78

a.	2007 total taxable value.	475,657,463
b.	2007 tax ceilings.	0
c.	Value loss associated with 2007 accounts which were appealed to the district court and on which litigation settlements have been reached.	346,831
d.	The amount of taxable value lost due to deannexation since January 1, 2007.	0
e.	The amount of 2007 taxable value becoming exempt for the first time in 2008.	40,541
f.	The amount of 2007 taxable value lost due to new productivity valuation in 2008.	0
g.	The amount of 2008 taxable value exempted for pollution control.	0
h.	2008 tax ceilings.	0
i.	The amount of taxable value added to the roll since January 1, 2007 by annexation.	0
j.	The 2008 value of new improvements added to the appraisal roll since January 1, 2007.	0
k.	2008 average appraised value of properties with a homestead exemption.	0
l.	2008 average taxable value of properties with a homestead exemption.	0
m.	2007 average appraised value of properties with a homestead exemption.	0
n.	2007 average taxable value of properties with a homestead exemption.	0

2008 CERTIFICATION INFORMATION

JURIS. 78

2008 Total appraised value of all property	499,281,297
2008 Total appraised value of all new property	0
2008 Total taxable value of all property	497,515,367
2008 Taxable value of new property	0
2007 Total appraised value of all property	476,984,667
2007 Total appraised value of all new property	0
2007 Total taxable value of all property	475,657,463
2007 Taxable value of new property	0

2008 Truth in Taxation Calculations
NWTCRD #3 Golden Triangle

Data Input Page
July 25, 2008

A. 2008 PROPERTY VALUES:	CERTIFIED VALUE..... \$	493,029,805	
	PROTESTED VALUE..... \$	4,185,562	
	UNLISTED VALUE..... \$	0	
	2008 TOTAL TAXABLE VALUE..... \$	497,215,367	
B. 2007 TOTAL TAXABLE VALUE..... \$		475,657,463	
C. 2007 TAXABLE VALUE OVER-65 & DISABLED CEILINGS... \$		0	
D. 2007 TAXABLE VALUE LOST ON COURT APPEALS..... \$		346,831	
E. 2007 DEANNEXED TAX VALUE..... \$		0	
F. 2007 TAXABLE VALUE BECOMING EXEMPT IN 2008..... \$		40,541	
G. 2007 TAXABLE VALUE LOST ON SPECIAL APPRAISAL..... \$		0	
H. 2008 TAXABLE VALUE POLLUTION CONTROL EXEMPTIO \$		0	
I. 2008 TAXABLE VALUE OVER-65 & DISABLED CEILINGS... \$		0	
J. 2008 TAX. VALUE OF PROP. ANNEXED > JAN. 1, 2007..... \$		0	
K. 2008 TAX. VALUE OF NEW IMP. ADDED > JAN. 1, 2007..... \$		0	
L. 2007 TAX RATES.....M & O..... \$	0.0000	/\$100	
	I & S..... \$	0.1100	/\$100
	TOTAL TAX RATE..... \$	0.1100	/\$100
M. M&O YEAR END FUND BALANCE..... \$		0	
N. I&S YEAR END FUND BALANCE..... \$		364,303	
O. 2008 TOTAL DEBT SERVICE NEEDED..... \$		624,082.00	
	AMOUNT PAID FROM FUNDS IN SCHEDULE A..... \$	77,145.10	
	AMOUNT PAID FROM OTHER SOURCES..... \$	0.00	
	ADJUSTED 2008 DEBT SERVICE..... \$	546,936.90	
P. 2007 EXCESS DEBT TAX COLLECTIONS..... \$		0.00	
Q. CERTIFIED 2008 ANTICIPATED COLLECTION RATE..... %		100.00%	
R. FUNCTION OR ACTIVITY TRANSFER (+/-)..... \$		0	
S. REFUNDS FOR TAX YEARS PRIOR TO 2007..... \$		11,530.57	
	M&O PORTION..... \$	0.00	
T. TNRC CERTIFIED POLLUTION CONTROL EXPENSES..... \$		0	
U. 2007 TAXES IN TAX INCREMENT FINANCING (TIF)..... \$		0	
V. TIF CAPTURED APPRAISED VALUE..... \$		0	
W. ENHANCED INDIGENT HEALTH CARE EXPENDITURES... \$		0	
X. INCREASED AMOUNT OF INDIGENT HEALTH CARE \$		0	

Effective Tax Rate	0.1076
Effective M & O Tax Rate	0.0000
Rollback M & O Tax Rate	0.0000
Debt Rate	0.1100
Schedule A Funds Needed for Above Debt Rate	77,145.10
Debt Rate Reduction Using Above Schedule A Funds	0.0155

Roll Back Rate: 0.1100

Hearing Limit Rate* 0.1076

*Lower of Rollback Rate or Effective Rate

Statement of Increase/Decrease: DECREASE by 132

Maximum Small Taxing Unit Rate = 0.1005

NWTCRD #3 Golden Triangle

July 25, 2008

**NOTICE OF EFFECTIVE TAX RATE,
ESTIMATED UNENCUMBERED FUND BALANCES, AND DEBT SERVICE**

I, Nelda Wells Spears, Tax Assessor-Collector for Travis County, in accordance with Sec. 26.04, Texas Property Tax Code, provide this notice on 2008 property tax rates for your jurisdiction. This notice presents information about three tax rates. Last year's tax rate is the actual rate the taxing unit used to determine property taxes last year. This year's effective tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's rollback tax rate is the highest tax rate the taxing unit can set before taxpayers can start rollback procedures. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustments as required by state law. The rates are given per \$100 of property value.

LAST YEAR'S TAX RATE:

Last year's operating taxes.....	\$	0.00	
+ Last year's debt taxes.....	\$	523,223.21	
= Last year's total taxes.....	\$	523,223.21	
/ Last year's tax base.....	\$	475,657,463	
= Last year's total tax rate.....	\$	0.1100	/\$100

THIS YEAR'S EFFECTIVE TAX RATE:

Last year's adjusted taxes (after subtracting taxes on lost property)...	\$	535,090.70	
/ This year's adjusted tax base (after subtracting value of new property)	\$	497,215,367	
= This year's effective tax rate.....	\$	0.1076	/\$100

(Maximum rate unless unit publishes notices and holds hearings.)

THIS YEAR'S ROLLBACK TAX RATE:

Last year's adjusted operating taxes (after subtracting taxes on lost property and adjusting for any transferred function, tax increment financing, state criminal justice mandate, and/or enhanced indigent health care expenditures).....	\$	0.00	
/ This year's adjusted tax base.....	\$	497,215,367	
= This year's effective operating rate.....	\$	0.0000	/\$100
x 1.08 = This year's maximum operating rate.....	\$	0.0000	/\$100
+ This year's debt rate.....	\$	0.1100	/\$100
= This year's rollback rate.....	\$	0.1100	/\$100

Statement of Increase/Decrease

If NWTCRD #3 Golden Triangle		
adopts a 2008 tax rate equal to the effective tax rate of.....	\$	0.1076
per \$100 of value, taxes would.....	DECREASE	
compared to 2007 taxes by.....	\$	132

Schedule A: Unencumbered Fund Balances:

The following estimated balances will be left in the unit's property tax accounts at the end of the fiscal year. These balances are not encumbered by a corresponding debt obligation.

Maintenance & Operations	\$	0
Interest & Sinking (Debt)	\$	364,303
Total	\$	364,303

Schedule B, 2008 Debt Service, Parts 1 and 2, are attached

Nelda Wells Spears, RTA
Travis County Tax Assessor-Collector

Prepared By: _____
Tien Dao

NWTCRD #3 Golden Triangle

Schedule B, 2008 Debt Service, Part 2

July 25, 2008

Total Required for 2008 Debt Service.....	\$	624,082.00
- Amount (if any) paid from funds listed in Schedule A.....	\$	77,145.10
- Amount (if any) paid from other resources.....	\$	0.00
- Excess collections last year.....	\$	0.00
= Total to be paid from taxes in 2008.....	\$	546,936.90
+ Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2008.....	\$	0.00
= Total Debt Levy.....	\$	546,936.90

NWTCRD #3 Golden Triangle

Schedule B, 2006 Debt Services, Part 1

July 25, 2008

DESCRIPTION	PRINCIPAL	INTEREST	OTHER	TOTALS
2005 Unlimited Tax Refunding	500,000.00	124,082.00	0.00	624,082.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
TOTALS	500,000.00	124,082.00	0.00	624,082.00

CASE A

NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3 (GOLDEN TRIANGLE)

SLOW GROWTH

2008 TAX RATE STUDY

D/S Year	F/Y End 9/30	Beginning Balance I & S Fund	Tax Year	Assessed Value (d)	Tax Rate	Tax Income (e)	Cash Cont Mo	Invest Income (b)	Total Funds Available	Debt Service Required	Ending Balance I & S Fund	% Next Annual D/S
1	2008	364,303	2008	486,956,411	0.1100	535,652		13,909	913,864	624,082	289,782	46.25%
2	2010	289,782	2009	496,695,539	0.1100	546,365		11,527	847,674	626,581	221,093	35.75%
3	2011	221,093	2010	506,629,450	0.1100	557,292		10,300	788,686	618,381	170,305	27.31%
4	2012	170,305	2011	516,762,039	0.1100	568,438		9,452	748,195	623,506	124,689	20.05%
5	2013	124,689	2012	527,097,280	0.1100	579,807		8,689	713,185	622,000	91,185	14.61%
6	2014	91,185	2013	537,639,225	0.1100	591,403		8,181	690,769	624,000	66,769	

ASSUMPTIONS:

- (a) Estimated I & S Fund Balance for 9/30/08 \$364,303
- (b) Investment Rate Estimated at 2.00%
- (c) 2007 Certified Taxable Value as of July 23, 2008 by the
Travis Central Appraisal District \$486,956,411
- (d) Assessed Value Growth 2.00%
- (e) Tax Collections Estimated Rate 100.00%
- (f) March 1 Interest Payment \$78,566

Tax Income Distribution:

Month	Percentage
December	25%
January	35%
February	35%
March	5%

Prepared By: D. Ladd Partillo & Associates, Inc. - Austin, Texas
07/11/08

CASE B

NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3 (GOLDEN TRIANGLE)

RAPID GROWTH

2008 TAX RATE STUDY

D/S Year	F/Y End 9/30	Beginning Balance I & S Fund	Tax Year	Assessed Value (d)	Tax Rate	Tax Income (e)	Cash Cont Mo	Invest Income (b)	Total Funds Available	Debt Service Required	Ending Balance I & S Fund	% Next Annual D/S
1	2009	364,303	2008	486,956,411	0.1100	535,652		13,909	913,864	624,082	289,782	46.25%
2	2010	289,782	2009	521,043,360	0.1000	521,043		11,177	822,002	625,581	195,421	31.60%
3	2011	195,421	2010	557,516,395	0.1000	557,516		9,790	762,727	618,381	144,346	23.15%
4	2012	144,346	2011	596,542,543	0.1000	596,543		9,322	750,211	623,506	126,705	20.37%
5	2013	126,705	2012	638,300,521	0.1000	638,301		9,538	774,543	622,000	152,543	24.45%
6	2014	152,543	2013	682,981,557	0.0700	478,087		7,841	638,472	624,000	14,472	

ASSUMPTIONS:

Tax Income Distribution:

Month	Percentage
December	25%
January	35%
February	35%
March	5%

- (a) Estimated I & S Fund Balance for 9/30/08 \$364,303
- (b) Investment Rate Estimated at 2.00%
- (c) 2007 Certified Taxable Value as of July 23, 2008 by the
 Travis Central Appraisal District \$486,956,411
- (d) Assessed Value Growth 7.00%
- (e) Tax Collections Estimated Rate 100.00%
- (f) March 1 Interest Payment \$78,656

Prepared By: D. Ladd Pattillo & Associates, Inc. - Austin, Texas

07/11/08

CASE C

NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3 (GOLDEN TRIANGLE)

NO GROWTH

2008 TAX RATE STUDY

D/S Year	F/Y End 9/30	Beginning I & S Fund	Tax Year	Assessed Value (d)	Tax Rate	Tax Income (e)	Cash Cont Mo	Invest Income (b)	Total Funds Available	Debt Service Required	Ending Balance I & S Fund	% Next Annual D/S
1	2009	364,303	2008	486,956,411	0.1135	552,696		14,145	931,144	624,082	307,062	49.01%
2	2010	307,062	2009	486,956,411	0.1135	552,696		11,960	871,717	626,581	245,136	39.64%
3	2011	245,136	2010	486,956,411	0.1135	552,696		10,717	808,549	618,381	190,168	30.50%
4	2012	190,168	2011	486,956,411	0.1135	552,696		9,632	752,495	623,506	128,989	20.74%
5	2013	128,989	2012	486,956,411	0.1135	552,696		8,400	690,084	622,000	68,084	10.91%
6	2014	68,084	2013	486,956,411	0.1135	552,696		7,184	627,964	624,000	3,964	

ASSUMPTIONS:

- (a) Estimated I & S Fund Balance for 9/30/08 \$364,303
- (b) Investment Rate Estimated at 2.00%
- (c) 2007 Certified Taxable Value as of July 23, 2008 by the Travis Central Appraisal District \$486,956,411
- (d) Assessed Value Growth 0.00%
- (e) Tax Collections Estimated Rate 100.00%
- (f) March 1 Interest Payment \$78,066

Tax Income Distribution:

December	25%
January	35%
February	35%
March	5%

Prepared By: D. Ladd Pattillo & Associates, Inc. - Austin, Texas

07/11/08

CASE D

NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3 (GOLDEN TRIANGLE)

NEG GROWTH

2008 TAX RATE STUDY

D/S Year	F/Y End 9/30	Beginning Balance I & S Fund	Tax Year	Assessed Value (d)	Tax Rate	Tax Income (e)	Cash Cont Mo	Invest Income (b)	Total Funds Available	Debt Service Required	Ending Balance I & S Fund	% Next Annual D/S
1	2009	364,303	2008	486,956,411	0.1200	584,348		14,583	963,234	624,082	339,152	54.13%
2	2010	339,152	2009	477,217,283	0.1200	572,661		12,878	924,690	626,581	298,109	48.21%
3	2011	298,109	2010	467,672,937	0.1200	561,208		11,895	871,211	618,381	252,830	40.55%
4	2012	252,830	2011	458,319,478	0.1200	549,983		10,847	813,661	623,506	190,155	30.57%
5	2013	190,155	2012	449,153,089	0.1200	538,984		9,433	738,572	622,000	116,572	18.68%
6	2014	116,572	2013	440,170,027	0.1200	528,204		7,815	652,591	624,000	28,591	

ASSUMPTIONS:

(e) Estimated I & S Fund Balance for 9/30/08	\$364,303	Tax Income Distribution:	December	25%
(b) Investment Rate Estimated at	2.00%		January	35%
(c) 2007 Certified Taxable Value as of July 23, 2008 by the			February	35%
Travis Central Appraisal District	\$486,956,411		March	5%
(d) Assessed Value Growth	98.00%			
(e) Tax Collections Estimated Rate	100.00%			
(f) March 1 Interest Payment	\$78,666			

Prepared By: D. Ladd Partillo & Associates, Inc. - Austin, Texas
07/11/08

1

Board of Directors
Travis County Bee Caves Road District No. 1 Agenda Request

Voting Session Tuesday, September 23, 2008
(Date)

Work Session _____
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Travis County Bee Caves Road District No. 1 Minutes for the Voting Sessions of September 2 and September 9, 2008.**

C. Approved By: 
Dana DeBeauvoir, Travis County Clerk

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

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

III. Is back-up material attached? YES

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

MINUTES OF MEETING – SEPTEMBER 2, 2008

TRAVIS COUNTY BEE CAVES ROAD DISTRICT NO. 1

On Tuesday, the 2nd day of September, 2008, the Commissioners' Court, meeting as the Travis County Bee Caves Road District No. 1 (Galleria) Board of Directors, convened the Voting Session at 1:43 PM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Road District Board of Directors adjourned the Voting Session of the Travis County Bee Caves Road District No. 1 (Galleria) at 1:43 PM.

1. APPROVE TRAVIS COUNTY BEE CAVES ROAD DISTRICT #1 MINUTES FOR VOTING SESSIONS OF JULY 29 AND AUGUST 19, 2008. (1:43 PM)

Motion by Commissioner Gómez **and seconded by** Commissioner Daugherty to approve Item 1.

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

MINUTES OF MEETING – SEPTEMBER 9, 2008

TRAVIS COUNTY BEE CAVES ROAD DISTRICT NO. 1

On Tuesday, the 9th day of September, 2008, the Commissioners' Court, meeting as the Travis County Bee Caves Road District No. 1 (Galleria) Board of Directors, convened the Voting Session at 12:14 PM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court record notes that Precinct Three Commissioner Gerald Daugherty was not present during this Voting Session.

The Road District Board of Directors adjourned the Voting Session of the Travis County Bee Caves Road District No. 1 (Galleria) at 12:14 PM.

1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS. (12:14 PM)

Motion by Judge Biscoe and seconded by Commissioner Gómez to approve the investments in Item 1.

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	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

2. CONSIDER AND TAKE APPROPRIATE ACTION ON AGREEMENT FOR ASSESSMENT AND COLLECTION SERVICES BETWEEN TRAVIS COUNTY AND TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1 (GALLERIA). (12:14 PM)

Motion by Commissioner Gómez and seconded by Judge Biscoe to approve Item 2.

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	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

2 + 3

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:

**Travis County Bee Cave
Road District #1:**

September 23, 2008

I. A. Request made by:

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



AGENDA

- 1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS.
- 2. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO ADOPT ORDER SETTING THE ROAD DISTRICT TAX RATE FOR THE YEAR BEGINNING JANUARY 1, 2008.
- 3. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO ADOPT ORDER APPROVING THE ROAD DISTRICT BUDGET FOR FISCAL YEAR 2009.

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



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

BACK-UP MATERIAL FOR AGENDA ITEM FOR THE BEE CAVE ROAD DISTRICT
#1 BUDGET

September 18, 2008

To: Board of Directors of the Bee Cave Road District #1

Re: Approval of the Tax Rate and Proposed FY 09 Bee Cave Road District #1 Budget

Enclosed for your approval is the budget and tax rate for Bee Cave Road District #1. The rate of \$0.4700 is recommended by Ladd Pattillo, Financial Advisor. This will be the first year of the tax rate and tax revenue will be used to service debt service, plus related fees. The Travis County Bee Cave Road District #1 issued \$14,725,000 in Unlimited Tax Road bonds in August. The Road District will pay \$350,000 in principal and \$844,276 in interest related to these bonds in FY 09.

A handwritten signature in black ink, appearing to read "Leroy Nellis", is written over the typed name and title.

Leroy Nellis
Budget Manager, Planning and Budget

Cc: Rodney Rhoades
Ladd Pattillo
Jessica Rio

Dusty Knight
Susan Spataro

Tien Dao
Sean O'Neal

MEMORANDUM

**To: Board of Directors
Travis County Bee Cave Road District No. 1**

**From: Ladd Pattillo
Financial Advisor**



Date: September 18, 2008

Subj: Recommended Debt Service Tax Rate for 2008

As you know, we sold and delivered the \$14,725,000 Travis County Bee Cave Road District No. 1 Unlimited Tax Road Bonds on September 4, 2008. Therefore, it is now time to set the tax rate to pay the debt service coming due in FY 2009.

Based upon data derived from the financing documents and values received from Patrick Brown, Chief Appraiser for the Travis Central Appraisal District, I am recommending that the Board set the debt service tax rate at \$0.47 for FY 2009. As intended in the financing structure, \$ 396,367 of the capitalized interest will be used to pay a portion of the first year of debt service.

The District begins FY 2009 with approximately \$764,040 in its debt service fund. That is composed of the capitalized interest from the bond proceeds, the accrued interest paid by the underwriter, and the excess costs of issuance money. The principal and interest for FY 2009 is \$ 1,194,275.

The certified taxable assessed value for 2008 is \$173,232,341, as of this month's adjustments. However, Patrick Brown estimates that the value on the ground as of September 15th was \$ 232,329,806. Based on discussions with Mr. Brown I believe that it is prudent to assume that the January 1, 2009 value will be at least \$ 240,000,000. Those are the base numbers that I have used in the attached tax rate model. I believe that a 2009 rate of \$ 0.47 will allow the District to have declining tax rates in future years, as shown in the attached model.

FOR TAX RATE SETTING

TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1

2008 TAX RATE STUDY

D/S Year	F/Y End 9/30	Beginning Balance I & S Fund	Tax Year	Assessed Value (d)	Tax Rate	Income (e)	Cash Cont Mo	Invest Income (b)	Total Funds Available	Debt Service Required	Ending Balance I & S Fund	% Next Annual D/S
1	2009	764,040	2008	173,232,341	0.4700	797,908		28,211	1,590,159	1,194,275	395,884	35.49%
2	2010	395,884	2009	240,000,000	0.4647	1,093,024		21,622	1,510,530	1,115,331	395,199	35.09%
3	2011	395,199	2010	252,000,000	0.4470	1,103,804		21,955	1,520,959	1,126,331	394,628	34.74%
4	2012	394,628	2011	264,600,000	0.4293	1,113,145		22,080	1,529,852	1,135,862	393,990	35.21%
5	2013	393,990	2012	277,830,000	0.4028	1,096,681		21,759	1,512,430	1,119,062	393,368	34.92%
6	2014	393,368	2013	291,721,500	0.3862	1,104,031		21,906	1,519,305	1,126,562	392,743	34.68%
7	2015	392,743	2014	306,307,575	0.3697	1,109,788		21,974	1,524,505	1,132,437	392,068	35.27%
8	2016	392,068	2015	321,622,954	0.3456	1,089,393		21,592	1,503,053	1,111,625	391,428	35.10%
9	2017	391,428	2016	337,704,101	0.3302	1,092,945		21,681	1,506,055	1,115,250	390,805	34.97%
10	2018	390,805	2017	354,589,307	0.3152	1,095,333		21,699	1,507,837	1,117,687	390,150	34.91%
11	2019	390,150	2018	372,318,772	0.3002	1,095,333		21,678	1,507,161	1,117,687	389,474	34.89%
12	2020	389,474	2019	390,934,710	0.2856	1,094,108		21,640	1,505,222	1,116,437	388,785	34.92%
13	2021	388,785	2020	410,481,446	0.2712	1,090,985		21,571	1,501,341	1,113,250	388,091	35.02%
14	2022	388,091	2021	431,005,518	0.2571	1,085,901		21,473	1,495,465	1,108,062	387,403	34.39%
15	2023	387,403	2022	452,555,794	0.2489	1,104,031		21,780	1,513,213	1,126,562	386,651	34.60%
16	2024	386,651	2023	475,183,584	0.2352	1,095,088		21,568	1,503,307	1,117,437	385,870	34.11%
17	2025	385,870	2024	498,942,763	0.2267	1,108,533		21,800	1,516,203	1,131,156	385,047	34.47%
18	2026	385,047	2025	523,889,901	0.2132	1,094,843		21,514	1,501,404	1,117,187	384,217	34.21%
19	2027	384,217	2026	550,084,396	0.2042	1,100,663		21,623	1,506,502	1,123,125	383,377	34.82%
20	2028	383,377	2027	577,588,616	0.1906	1,079,103		21,217	1,483,696	1,101,125	382,571	34.70%
21	2029	382,571	2028	606,468,047	0.1818	1,080,603		21,268	1,484,442	1,102,656	381,786	33.90%
22	2030	381,786	2029	636,791,449	0.1769	1,103,725		21,645	1,507,156	1,126,250	380,906	34.00%
23	2031	380,906	2030	668,631,022	0.1676	1,098,028		21,476	1,500,410	1,120,437	379,973	34.18%
24	2032	379,973	2031	702,062,573	0.1583	1,089,453		21,316	1,490,742	1,111,687	379,055	

Tax Income Distribution:

Month	Percentage
December	25%
January	35%
February	35%
March	5%

ASSUMPTIONS:

- (a) Estimated I & S Fund Balance for 9/30/08 \$764,040
- (b) Investment Rate Estimated at 2.50%
- (c) 2008 Certified Taxable Value as of Sept 4, 2008 by the Travis Central Appraisal District \$173,232,341
- (d) Assessed Value Growth 5.00%
- (e) Tax Collections Estimated Rate 98.00%
- (f) March 1 Interest Payment \$375,000

*Value on ground as of Sept, 15, 2008 \$232,329,806

FOR TAX RATE SETTING

TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1

2008 TAX RATE STUDY

D/S Year	F/Y End 9/30	Beginning Balance I & S Fund	Tax Year	Assessed Value (d)	Tax Rate	Income (e)	Cash Cont Mo	Invest Income (b)	Total Funds Available	Debt Service Required	Ending Balance I & S Fund	% Next Annual D/S
1	2009	764,040	2008	173,232,341	0.4700	797,908		28,211	1,590,159	1,194,275	395,884	35.49%
2	2010	395,884	2009	240,000,000	0.4647	1,093,024		21,622	1,510,530	1,115,331	395,199	35.09%
3	2011	395,199	2010	252,000,000	0.4470	1,103,804		21,955	1,520,959	1,126,331	394,628	34.74%
4	2012	394,628	2011	264,600,000	0.4293	1,113,145		22,080	1,529,852	1,135,862	393,990	35.21%
5	2013	393,990	2012	277,830,000	0.4028	1,096,681		21,759	1,512,430	1,119,062	393,368	34.92%
6	2014	393,368	2013	291,721,500	0.3862	1,104,031		21,906	1,519,305	1,126,562	392,743	34.68%
7	2015	392,743	2014	306,307,575	0.3697	1,109,788		21,974	1,524,505	1,132,437	392,068	35.27%
8	2016	392,068	2015	321,622,954	0.3456	1,089,393		21,592	1,503,053	1,111,625	391,428	35.10%
9	2017	391,428	2016	337,704,101	0.3302	1,092,945		21,681	1,506,055	1,115,250	390,805	34.97%
10	2018	390,805	2017	354,589,307	0.3152	1,095,333		21,699	1,507,837	1,117,687	390,150	34.91%
11	2019	390,150	2018	372,318,772	0.3002	1,095,333		21,678	1,507,161	1,117,687	389,474	34.89%
12	2020	389,474	2019	390,934,710	0.2856	1,094,108		21,640	1,505,222	1,116,437	388,785	34.92%
13	2021	388,785	2020	410,481,446	0.2712	1,090,985		21,571	1,501,341	1,113,250	388,091	35.02%
14	2022	388,091	2021	431,005,518	0.2571	1,085,901		21,473	1,495,465	1,108,062	387,403	34.39%
15	2023	387,403	2022	452,555,794	0.2489	1,104,031		21,780	1,513,213	1,126,562	386,651	34.60%
16	2024	386,651	2023	475,183,584	0.2352	1,095,088		21,568	1,503,307	1,117,437	385,870	34.11%
17	2025	385,870	2024	498,942,763	0.2267	1,108,533		21,800	1,516,203	1,131,156	385,047	34.47%
18	2026	385,047	2025	523,889,901	0.2132	1,094,843		21,514	1,501,404	1,117,187	384,217	34.21%
19	2027	384,217	2026	550,084,396	0.2042	1,100,663		21,623	1,506,502	1,123,125	383,377	34.82%
20	2028	383,377	2027	577,588,616	0.1906	1,079,103		21,217	1,483,696	1,101,125	382,571	34.70%
21	2029	382,571	2028	606,468,047	0.1818	1,080,603		21,268	1,484,442	1,102,656	381,786	33.90%
22	2030	381,786	2029	636,791,449	0.1769	1,103,725		21,645	1,507,156	1,126,250	380,906	34.00%
23	2031	380,906	2030	668,631,022	0.1676	1,098,028		21,476	1,500,410	1,120,437	379,973	34.18%
24	2032	379,973	2031	702,062,573	0.1583	1,089,453		21,316	1,490,742	1,111,687	379,055	

Tax Income Distribution:

December	January	February	March
25%	35%	35%	5%

ASSUMPTIONS:

- (a) Estimated I & S Fund Balance for 9/30/08 \$764,040
- (b) Investment Rate Estimated at 2.50%
- (c) 2008 Certified Taxable Value as of Sept 4, 2008 by the Travis Central Appraisal District \$173,232,341
- (d) Assessed Value Growth 5.00%
- (e) Tax Collections Estimated Rate 98.00%
- (f) March 1 Interest Payment \$375,000

*Value on ground as of Sept, 15, 2008 \$232,329,806

TRAVIS CENTRAL APPRAISAL DISTRICT

BOARD OFFICERS
 Tom Granger
 Chairperson
 Richard Lavine
 Vice Chairperson
 Blanca Zamora-Garcia
 Secretary/Treasurer



Patrick Brown
 Chief Appraiser

BOARD MEMBERS
 James Adkins
 Hugh Farmer
 Kristoffer S. Lands
 Joan Kunkel
 Nash Martinez
 Eleanor Powell
 Nelda Wells Spears

TRAVIS CO. BEE CAVE RD DIST 1

701 BRAZOS #400
 AUSTIN, TX 78701

July 23, 2008

CERTIFICATION OF 2008 APPRAISED VALUES

TRAVIS CO. BEE CAVE RD DIST 1

JURIS. NO. 8L

1389381

I, PATRICK BROWN, CHIEF APPRAISER OF THE TRAVIS CENTRAL APPRAISAL DISTRICT HEREBY CERTIFY THAT THE 2008 APPRAISED VALUE FOR THIS JURISDICTION IS:

APPROVED APPRAISAL ROLL			PROPERTY IN APPEALS PROCESS	
NUMBER OF ACCOUNTS	APPRAISAL VALUES		NUMBER OF ACCOUNTS	APPRAISAL VALUES
30	158,797,080	REAL PROPERTY		
44	24,136,342	PERSONAL PROPERTY	3	802,090
74	182,933,422	TOTAL		802,090

EXEMPTIONS				
NUMBER OF ACCOUNTS	EXEMPTION AMOUNTS		NUMBER OF ACCOUNTS	EXEMPTION AMOUNTS
	0	AG		
	0	HOMESTEAD CAP		0
0	0	ABATEMENT	0	0
0	0	CHODO	0	0
0	0	DISABLED PERSONS	0	0
0	0	DISABLED VETERAN	0	0
0	0	ECONOMIC DEV	0	0
0	0	ENERGY	0	0
0	0	EXEMPT	0	0
1	0	EXEMPT 366	0	0
0	0	FREEMPORT	0	0
0	0	GOODS IN TRANSIT	0	0
0	0	HISTORIC	0	0
0	0	HOMESTEAD	0	0
0	0	HOMESTEAD OV65	0	0
0	0	LOW INCOME HOUSING	0	0
0	0	POLLUTION CONTROL	0	0
0	0	SOLAR	0	0
	182,933,422	NET AFTER EXEMPTIONS		802,090

CHIEF APPRAISER'S OPINION OF VALUE IN PROTEST:
J. Patrick Brown

681,777

NET TAXABLE VALUE:

183,615,199

PATRICK BROWN
 CHIEF APPRAISER

P O Box 149012 8314 Cross Park Drive

Austin, Texas 78714-9012 (512) 834-9317
 WWW.TRAVISCAD.ORG

TDD (512) 836-3328

Fax (512) 835-5371

2008 CERTIFICATION INFORMATION

JURIS. 8L

a.	2007 total taxable value.	54,011,050
b.	2007 tax ceilings.	0
c.	Value loss associated with 2007 accounts which were appealed to the district court and on which litigation settlements have been reached.	0
d.	The amount of taxable value lost due to deannexation since January 1, 2007.	0
e.	The amount of 2007 taxable value becoming exempt for the first time in 2008.	0
f.	The amount of 2007 taxable value lost due to new productivity valuation in 2008.	0
g.	The amount of 2008 taxable value exempted for pollution control.	0
h.	2008 tax ceilings.	
i.	The amount of taxable value added to the roll since January 1, 2007 by annexation.	156,301,211
j.	The 2008 value of new improvements added to the	67,076,430
k.	2008 average appraised value of properties with a homestead exemption.	0
l.	2008 average taxable value of properties with a homestead exemption.	0
m.	2007 average appraised value of properties with a homestead exemption.	0
n.	2007 average taxable value of properties with a homestead exemption.	0

Travis County Bee Cave Road District # 1

Fiscal Year 2009
Tax Year 2008
Budget

Estimated Available Balances & Debt Service Fund Requirements

Beginning Fund Balance \$694,603.85

Revenues:

Current Taxes	\$862,991.00	
Delinquent Taxes	\$0.00	
Interest Revenue	<u>\$15,000.00</u>	
Total Revenues		\$877,991.00

Expenditures:

Principal	\$350,000.00	
Interest	\$844,275.52	
Paying Agent Fees	\$1,000.00	
Appraisal District Fees	<u>\$5,000.00</u>	
Total Expenditures		\$1,200,275.52

Ending Fund Balance \$372,319.33

Travis County Bee Cave Road District # 1

Fiscal Year 2009
Tax Year 2008
Tax Rate

	Total Required for 2008 Debt Service.....	\$	\$1,194,275.52
-	Amount paid from reserves (beginning balance.....)	\$	331,284.08
-	Excess collections last year.....	\$	\$0.00
=	Total to be paid from taxes in 2008.....	\$	\$862,991.44
	Anticipated Collection Rate.....		100.00%
+	Amount added in anticipation that the unit will collect only the above % of its taxes in 2008.....	\$	\$0.00
=	Total Debt Service Levy.....	\$	\$862,991.44
/	2008 Total Taxable Value.....	\$	183,615,199
=	2008 Tax Rate.....	\$	0.4700 /\$100

2008 CERTIFICATION INFORMATION

JURIS. 8L

2008 Total appraised value of all property	183,735,512
2008 Total appraised value of all new property	68,616,487
2008 Total taxable value of all property	183,615,199
2008 Taxable value of new property	67,076,430

2007 Total appraised value of all property	54,011,050
2007 Total appraised value of all new property	15,800,000
2007 Total taxable value of all property	54,011,050
2007 Taxable value of new property	15,800,000

AN ORDER OF THE BOARD OF DIRECTORS OF
THE TRAVIS COUNTY BEE CAVE ROAD DISTRICT # 1
OF TRAVIS COUNTY, TEXAS,
MAKING TAX LEVIES FOR THE TAX YEAR BEGINNING JANUARY 1, 2008

DATE:

STATE OF TEXAS §
COUNTY OF TRAVIS §

It is necessary to levy the following Ad Valorem taxes on each \$100 valuation of all taxable property in Travis County for the Travis County Bee Cave Road District # 1 for the tax year beginning January 1, 2008, which will be due no later than January 31, 2009:

DEBT SERVICE: \$0.47 to provide for the payment of principal and interest.

I. The following was adopted by the Board of Directors of the Travis County Bee Cave Road District # 1 on September 23, 2008:

On motion by: _____ ,

Seconded by: _____ ,

There is hereby levied for the tax year beginning January 1, 2008, an ad valorem tax of \$0.47 for each \$100 valuation of all taxable property for debt service and to provide sinking funds and to pay interest on the above mentioned bond issues.

Voting in favor of the motion:

Samuel T. Biscoe, County Judge
Board Member

Ron Davis, Commissioner
Board Member

Sarah Eckhardt, Commissioner
Board Member

Gerald Daugherty, Commissioner
Board Member

Margaret Gómez, Commissioner
Board Member

II. The following was adopted by the Board of Directors of the Travis County Bee Cave Road District # 1 on September 23, 2008:

On motion by: _____,

Seconded by: _____,

The only component of the Travis County Bee Cave Road District # 1 tax rate for the tax year beginning January 1, 2008, having been approved herein, there is hereby levied for that tax year a total Travis County Bee Cave Road District # 1 ad valorem tax of \$0.47 for each \$100 valuation of all taxable property.

Voting in favor of the motion:

Samuel T. Biscoe, County Judge
Board Member

Ron Davis, Commissioner
Board Member

Sarah Eckhardt, Commissioner
Board Member

Gerald Daugherty, Commissioner
Board Member

Margaret Gómez, Commissioner
Board Member

BOARD OF DIRECTORS ORDER

STATE OF TEXAS §
COUNTY OF TRAVIS §

At a regular meeting of the Board of Directors of the Travis County Bee Cave Road District # 1 of Travis County, Texas held on September 23, 2008,

on motion made by: _____ ,

seconded by: _____ ,

the following Order was adopted:

WHEREAS, the Board of Directors has by Order dated September 23, 2008 set the tax rate and levied taxes based on the tax requirements identified in Travis County Bee Cave Road District # 1 budget for the fiscal year beginning October 1, 2008 and

WHEREAS, in accordance with the Revised Statutes of the State of Texas, a budget has been prepared to cover all proposed expenditures of the Travis County Bee Cave Road District # 1 for the period beginning October 1, 2008 and ending September 30, 2009, which is attached to this order as Attachment A; and

WHEREAS, after careful consideration of the budget, it appears to the Board of Directors that this budget is in the best interests of Travis County Bee Cave Road District # 1 for the period for which appropriations are made in it, and that it should be adopted and approved;

THEREFORE, the Board of Directors of Travis County Bee Cave Road District # 1 of Travis County, Texas, orders that the budget for the Travis County Bee Cave Road District # 1 for the period beginning October 1, 2008 and ending September 30, 2009, as stated in Attachment A, is hereby finally approved and adopted for that period. No expenditures of the funds of Travis County Bee Cave Road District # 1 shall be made for that period, except in strict compliance with this budget, unless it is amended according to the laws of the State of Texas.

DONE IN OPEN MEETING on _____ , 2008.

Samuel T. Biscoe, County Judge
Board Member

Ron Davis, Commissioner
Board Member

Sarah Eckhardt, Commissioner
Board Member

Gerald Daugherty, Commissioner
Board Member

Margaret Gómez, Commissioner
Board Member

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session September 23, 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 amend the FY-09 Budget to include funding for Blackland Community Development Corporation.

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.

08 SEP 18 PM 11
RECEIVED
COUNTY JUDGE'S OFFICE

TRAVIS COUNTY HOUSING FINANCE CORPORATION

DATE: September 23, 2008

TO: Board of Directors

FROM: Harvey L. Davis, Manager



SUBJECT: Blackland CDC

Request:

Blackland Community Development Corporation requests a grant of \$26,233 to leverage \$212,297 to rehabilitate seven units of affordable housing.

Background Information:

Attached is background information submitted by Blackland during the budget process.

The Corporation has the resources to fund the request. Attached is an amended budget that we recommend you approve if you authorize the Blackland request.

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Sherri Fleming, Executive Manager, Health and Human Services
Leroy Nellis, Budget Manager
Mary Mayes, Assistant Manager
Travis Gatlin, Sr. Budget Analyst
Miguel Gonzalez, Sr. Financial Analyst

**Travis Housing Finance Corporations
 FY-2009 Adopted Budget
 Adopted on September 23, 2008**

**Travis County
 Housing Finance
 Corporation**

General Fund Revenue

Beginning Fund Balance	\$	532,452.74
Annual Fees		132,578.00
Issuers Fee		7,200.00
TDHCA Grant - Home Buyer Assistance - 08 Program		312,000.00
Interest Income		4,563.01
Total Revenues	\$	995,993.76

General Fund Expenditures

Professional Fees: Legal	\$	20,000.00
Professional Fees: Audit		3,517.44
Contract: Travis County		57,473.21
Contract: Blackland CDC		26,233.00
Home Buyer Assistance Grants - 08 Program		345,500.00
Contract: Visitation Center		267,517.77
Plat fee reimbursement policy		24,800.55
Bond Review Board Fees		10,000.00
Extension Costs - 07 Series		5,000.00
Dues		600.00
Bank Charges		100.00
Administrative		750.00
Total Expenditure Budgets		761,491.97
Cash Reserve for Home Buyer Assistance		50,000.00
Transfers to Allocated Reserves		184,501.79
Total Budgeted Ending Fund Balance		0.00
TOTAL	\$	995,993.76

From: Isabelle Headrick <isahdrck@texas.net>
To: <sam.biscoe@co.travis.tx.us>, <ron.davis@co.travis.tx.us>, <Sarah.Eckhar...>
Date: 9/16/2008 3:11 PM
Subject: Blackland CDC Request
Attachments: FY 09 Budget Request Proposal (PB4) from Blackland CDC TCHFC.doc; Project description.doc

Dear Travis County Commissioners,

Please find attached documents related to the request by Blackland Community Development Corporation for \$26,233 in funding from Travis County. We are asking for these funds to leverage \$212,297 to rehabilitate seven units of affordable housing. Six of these units are housing for very low-income senior citizens (Robert Shaw Village) and one is a house designated for a low-income family (under 60% MFI, accessible to people with disabilities). The total project cost is \$238,530. All of these houses are in the east side Blackland neighborhood.

Should you have any other questions please feel free to e-mail me back or to call me on my cell phone at 293-9536.

Thank you very much for your consideration.

Sincerely,
Isabelle Headrick

--
Isabelle Headrick, Executive Director
Blackland Community Development Corporation
512. 972-5796 * fax 512. 494-0434

**FY 2009 BUDGET SUBMISSION
BUDGET REQUEST PROPOSAL**

Name of Budget Request & Priority #:	Blackland CDC (Senior and Accessible Housing)
Fund/Department/Division:	Request from Travis County Housing Finance Corporation
Total Amount Requested:	\$26,233
Collaborating Departments/Agencies:	Austin Housing Finance Corporation
Contact Information (Name/Phone):	Isabelle Headrick, (512) 972-5796

1. Summary Statement: Include one or two sentences to be included in Commissioners Court materials.

Blackland Community Development Corporation is requesting \$26,233 to meet a funding gap in a \$238,530 project to rehabilitate seven units of housing: six for low-income senior citizens and one for a low-income family including some members with disabilities.

2. Description of Request: Describe the request, including current issues and how the request relates to the mission and services provided by the department. Include historical information related to the request where relevant.

Blackland has seen an increase in the intensity of need on the part of our tenants in the past year. This is in part reflected by the fact that the average MFI rate of our senior tenants has decreased by 7% in the twelve months. Unlike other programs, we do not turn people away with substance abuse histories or criminal backgrounds; therefore we serve a highly vulnerable population.

In this project we are proposing to rehabilitate seven units of affordable housing. Six of these are small cottages in the Robert Shaw Village designated for low-income senior citizens. While the seniors must be below 60% MFI, the actual average MFI is 25%. Rents begin at \$175 per month. Three of the six units are currently renting at this rate. The seventh is a house that has been empty due to lack of funds to rehabilitate it. It is designed to serve a large low-income family, under 60% MFI, possibly including family members with disabilities, as it will be accessible. All of these houses are in the centrally located Blackland neighborhood of East Austin. The total project cost is \$238,530.

Blackland has a track record of successfully applying for HOME and CDBG funds through the Austin Housing Finance Corporation. We anticipate that we will be able to obtain \$190,000. We have already received \$14,780 in federal lead abatement funds. Blackland Community Development Corporation will contribute \$7,517. Therefore we are respectfully asking Travis County Housing Finance Corporation to fund the gap of \$26,233, contingent on successfully applying for the \$190,000 from AHFC. We believe this will be an excellent investment of funds from TCHFC, representing only 11% of the total project cost.

3a. Pros: Describe the arguments in favor of this proposal.

Funding Blackland Transitional Housing's request allows the County to have a large impact with a very small amount of money on two programs that have a demonstrated record of success. It leverages over \$212,000 of community dollars with a small investment.

3b. Cons: Describe the arguments against this proposal.

We cannot think of any arguments against this funding request.

4. Anticipated Outcome of Request and Proposed Timeline: Timeline should include the expected dates of results and may extend past FY 09.

We anticipate being able to serve one more low-income family and to keep our rents at the same low rates while increasing the comfort of our senior citizens.

5. Description of Program Measurement and Evaluation: Describe how the proposal will be measured and evaluated and if this includes an independent evaluation component. In addition, indicate whether a comparative analysis of similar local programs is available.

Unlike in our transitional housing program, BCDC does not track program outcomes for our tenants in our senior citizen and affordable housing programs.

6a. Performance Measures: List applicable current and new performance measures related to the request and note the changes for FY 09 should this request be implemented.

Measure Name	Actual FY 07 Measure	Revised FY 08 Measure	Projected FY 09 Measure at Target Level	Projected FY 09 Measure with Added Funding

6b. Impact on Performance: Describe the impact of funding the request on departmental performance measures, service levels, and program outcomes:

7. Impact of Not Funding: Describe the impact of not funding the request in FY 09.

Not funding will result in Blackland CDC needing to fund the gap out of operational funds. This increases the risk that we will need to raise rents on our tenants, who are among the lowest-income and most vulnerable of our society.

8. Leveraged Resources: If proposal leverages other resources such as existing internal resources or grant funding, list and describe impact. If resources from similar existing program(s) will not be reallocated, give reasons and include analysis.

This proposal, if funded, will leverage \$190,000 from the Austin Housing Finance Corporation. \$14,780 has already been contributed in federal lead abatement funding and a \$7,517 contribution from Blackland Community Development Corporation.

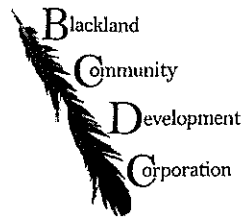
9. Additional Revenue: If this proposal generates additional revenue, list the amount and the assumptions used for the estimate. (Attach a copy of the form submitted to the Auditor's Office).

10. Collaboration: If this proposal was discussed with other departments/agencies that provide similar or supporting services that could be impacted, describe impact and list the other departments/agencies and their points of contact. Suggest ways all departments/agencies can collaborate to ensure success of the proposal.

This proposal has been discussed with the Travis County Health Corporation, who provides ongoing funding for case management services in our transitional housing program for homeless and near-homeless families.

11. If requesting a new position(s), is office space currently available? Y/N **N.A.**
If no, attach plan from Facilities Mgmt. explaining how to acquire space for this proposal. Identify proposed position location below:

Building Address		Floor #	
Suite/Office #		Workstation #	



Blackland Community Development Corporation

SUMMARY OF REQUEST FOR \$26,233 IN FUNDING FROM TRAVIS COUNTY AFFORDABLE HOUSING CORPORATION

In this project we are proposing to rehabilitate seven units of affordable housing. Six of these are small cottages in the Robert Shaw Village designated for low-income senior citizens. One is a house that has been empty due to lack of funds to rehabilitate it. The total project cost is \$238,530.

Blackland has a track record of successfully applying for HOME and CDBG funds through the Austin Housing Finance Corporation. We anticipate that we will be able to obtain \$190,000. We have already received \$14,780 in federal lead abatement funds. Blackland Community Development Corporation will contribute \$7,517. Therefore we are respectfully asking Travis County Housing Finance Corporation to fund the gap of **\$26,233**, contingent on successfully applying for the \$190,000 from AHFC. We believe this will be an excellent investment of funds from TCHFC, representing only 11% of the total project cost.

Rehabilitation of Robert Shaw Village (Existing Units)

Target Residents: Senior citizens under 60% median family income.

Target Rents: 25% of gross income of residents. Rents start at \$175 per month.

Units: Five one-bedroom and one two-bedroom unit designed for one-two inhabitants each.

Project: Renovate the six units. Install new heating systems, exterior siding, carpets and vinyl floors. Replace siding where necessary. paint interior and exterior. Install new gutters and ceiling fans. Replace roofs and install gutters.

Estimated Cost: \$68,994

Project Address: 2009 A, B, C, D, E and F Salina, Austin, Texas 78722.

Rehabilitate 2110 Salina (New Unit)

Target Residents: Family with children and disabled members under 60% median family income.

Target Rents: 30% of gross income of residents, minus utilities: \$883 per month, maximum.

Unit: Four-bedroom house, 1560 sq.ft. New design calls for interior and exterior accessibility.

Project: Completely renovate interior and exterior of this deteriorated house (sheetrock, electrical, plumbing, kitchen, bathrooms, accessibility).

Estimated Cost: \$169,536

Project Address: 2110 Salina, Austin, Texas 78722.

SOURCES OF FUNDS SUMMARY			
	Term	Interest Rate	Amount
Austin Housing Finance Corporation	10	0%	\$190,000
Leadsmart In-Kind Donation (lead abatement)	NA	NA	\$14,780
Proposed Travis County Housing Finance Corporation	NA	NA	\$26,233
Blackland Community Development Corporation contrib	NA	NA	\$ 7,517

USES OF FUNDS SUMMARY		
	Total Cost	Cost/Unit
Predevelopment	\$ 6,400	\$ 914
Acquisition	\$0	\$ -
Hard Costs	\$210,445	\$ 30,064
Soft & Carrying Costs	\$ 21,685	\$ 3,098
Total Project Costs	\$238,530	\$ 34,076

LEVERAGE SUMMARY	
TOTAL TRAVIS COUNTY FUNDS	\$ 26,233
TOTAL OTHER FUNDS	\$ 212,297

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION BOARD OF DIRECTORS AGENDA REQUEST

Voting Session: Sept. 23, 2008

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

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION ON
5th ANNUAL TRAVIS COUNTY WELLNESS FAIR, BROWN SANTA
5K RUN/WALK AND KIDS 5K, AND DECKER CHALLENGE
HALF MARATHON

C. Approved by: _____
Signature of Commissioner or Judge

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

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

Donna Stirman, 854-9165; Dan Mansour, 854-9165;
Michael Norton, 854-4900; Steven Broberg, 854-9575;
Harvey Davis, 854-9106

III. Required Authorizations: Please check if applicable.

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

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

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

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

RECEIVED
COUNTY JUDGE'S OFFICE
08 SEP 16 PM 1:34

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

WELLNESS




COMMITTEE

Tuesday, September 16, 2008

TO: Members of the Commissioners Court
Directors of the Travis County Health Facilities Development Corporation

FROM: Dan Mansour
Chair, Wellness Committee

Donna Parker Stirman 
Chair, Race Committee

**SUBJECT: Travis County Wellness Fair
Brown Santa Benefit 5K Run/Walk & Kids K
Decker Challenge Half Marathon**

Proposed Motions:

1. Approve a Wellness Fair to be held at the Travis County Exposition Center Banquet Hall on December 7, 2008 at discounted rental fees
2. Approve payment of up to \$2,400.00 from the Wellness Budget in the Travis County Health Facilities Development Corporation to include payment to the Exposition Center to cover costs associated with the Wellness Fair on December 7, 2008, and related purposes
3. Authorize the Wellness Committee to solicit vendors and sponsors to participate in the Wellness Fair
4. Approve printing up to 5,000 registration forms, flyers, sponsor packets, payroll stuffers and other information to promote participation in the Wellness Fair and Brown Santa 5K & Kids K
5. Approve hanging banners in front of County buildings announcing the Wellness Fair at the Expo Center Dec. 7, 2008
6. Approve airing public service announcement on TCTV-17
7. Approve sponsoring children from local elementary schools who are served by Communities In Schools

8. Encourage Travis County departments and employees to participate in the 5K Walk/Run either by entering the event or volunteering to assist in conducting the race activities

Summary and Staff Recommendation:

The Travis County Wellness Committee seeks Commissioners Court authorization to host the 5th Annual Wellness Fair at the Travis County Exposition Center on Sunday, December 7, 2008. This event will again be held in conjunction with the Decker Challenge Half Marathon and the Brown Santa 5K Run/Walk & Kids K. This Wellness Fair is to encourage and foster physical activity, health and wellness in Travis County employees and their families, as well as residents of Travis County.

The Wellness Committee requests that banners be hung in front of the Granger Building and the Travis County Tax Office starting on Monday, November 3rd through Friday, December 5th, 2008. These banners will be provided by Brown Santa. If additional banners can be procured, the Committee will hang them in front of more buildings.

Background:

For the past four years, the Commissioners Court has authorized the Travis County Wellness Committee to host a Wellness Fair at the Travis County Exposition Center in conjunction with the Decker Challenge Half Marathon and the annual Brown Santa 5K Run/Walk & Kids K.

Travis County is partnering again with the Austin Runners Club Decker Challenge Half Marathon to host this event. Through this partnership, there is the expectation that participation in both events will be increased. The Wellness Committee hopes that participants in these races will browse the Wellness Fair exhibits. The Austin Runners Club is providing consultation and guidance in hosting the Brown Santa 5K Run/Walk & Kids K, and sharing costs for the event.

Most other costs associated with the Brown Santa 5K Run/Walk & Kids K will be paid through other sources, including the Brown Santa organization, the Decker Challenge organization, or through the help of sponsors.

Project Brown Santa is a community service of the Travis County Sheriff's Office and the many sponsors and volunteers who make it happen each year. The Brown Santa Program helps over 1,000 deprived families in rural Travis County and residents of a local retirement center. New toys and stuffed animals are donated and passed along to thousands of children in need. Brown Santa also accepts non-perishable food items that later become holiday meals for families during the Christmas Season. Last year, almost 250 runners and walkers participated in the Brown Santa 5K Run/Walk & Kids K; the event raised about \$6,400 for Brown Santa.

Fiscal Impact:

Funding from the Travis County Health Facilities Development Corporation has been earmarked to support the activities of the Wellness Committee. The Wellness Committee requests \$1,400.00 in Corporation funds to pay the hard costs associated with the Wellness Fair. Approval of this payment is being agendized separately as a Corporation agenda item. This amount is made up of the following:

- \$900.00 for rental of the Banquet Hall
- \$180.00 for Banquet Hall clean-up
- \$320.00 for incidental costs associated with the Wellness Fair

The Race Committee requests that a \$1,000 contingency earmark be approved against the Wellness Budget (Corporation funds) in case sponsor donations fall short of the amount needed to provide tee shirts and awards for participants in the Dec. 7 events.

As of Sept. 9, 2008, there was \$13,535.74 in Travis County Health Facilities Development Corporation funding available to support the activities of the Wellness Committee.

Required Authorizations:

County Attorney: John Hille, Barbara Wilson
County Corporations: Harvey Davis