



# 21 # 1

Travis County Commissioners Court Agenda Request

Voting Session 9-30  
8/26/08  
(Date)

Work Session \_\_\_\_\_  
(Date)

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

B. Requested Text:

Consider and take appropriate action on:

A. Approve setting a public hearing date for September 30, 2008, to receive comments regarding a plat for recording in Precinct Three: Revised Plat of Lot 1, Block A Angel Bay Subdivision. (Revised Plat – 2 Lots – 8.83 acres – Thurman Bend Road – No fiscal required – Sewage service to be provided by on-site septic facilities – No ETJ).

B. Approved by:

\_\_\_\_\_  
Commissioner Gerald Daugherty, Precinct Three

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

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

Michael Hettenhausen: 854-7563 Dennis Wilson: 854-4217  
Anna Bowlin: 854-7561

III. Required Authorizations: Please check if applicable:

- Planning and Budget Office (854-9106)
- \_\_\_ Additional funding for any department or for any purpose
- \_\_\_ Transfer of existing funds within or between any line item budget
- \_\_\_ Grant

- Human Resources Department (854-9165)
- \_\_\_ A change in your department's personnel (reclassifications, etc.)

- Purchasing Office (854-9700)
- \_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (854-9415)

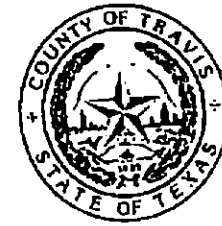
- \_\_\_ Contract, Agreement, Policy & Procedure

RECEIVED OFFICE  
COURTY JUDGE'S OFFICE  
08 AUG 22 AM 11:05

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

**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.

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



**TRANSPORTATION AND NATURAL RESOURCES**

**JOSEPH P. GIESELMAN, EXECUTIVE MANAGER**

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

**BACK-UP MEMORANDUM**

August 18, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Director, Development Services

SUBJECT: Revised Plat of Lot 1, Block A Angel Bay Subdivision, Precinct Three

***PROPOSED MOTION:***

**Consider and take appropriate action on:**

- A. Approve setting a public hearing date for September 30, 2008, to receive comments regarding a plat for recording in Precinct Three: Revised Plat of Lot 1, Block A Angel Bay Subdivision. (Short Form Plat – 2 Lots – 8.83 acres – Thurman Bend Road – No fiscal required – Sewage service to be provided by on-site septic facilities – No ETJ).**

***SUMMARY AND STAFF RECOMMENDATION:***

The property owners of Lot 1 wish to resubdivide the existing lot to create two lots (Lot 1A at 4.2 acres and Lot 1B at 4.63), platted from Thurman Bend Road. There are no new public or private streets proposed with this revised plat. Parkland fees in the amount of \$892.00 were paid to Travis County.

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

***ISSUES AND OPPORTUNITIES:***

As part of the requirements for a plat revision, a notice of public hearing sign will be placed on the subject property to announce the date, time, and location of the public hearing, and a notice of public hearing letter will be mailed to all property owners of the Angel Bay Subdivision which will include a copy of the existing plat, a copy of the proposed plat, and an announcement of the date, time, and location of the public hearing. Should staff receive any inquiries from adjacent property owners as a result of

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

the sign placement and/or the public hearing letter, an addendum to this back up memorandum will be provided to the Court prior to the public hearing.

**BUDGETARY AND FISCAL IMPACT:**

None.

**REQUIRED AUTHORIZATIONS:**

None.

**EXHIBITS:**

Existing Plat

Proposed Plat

Precinct map

Location map

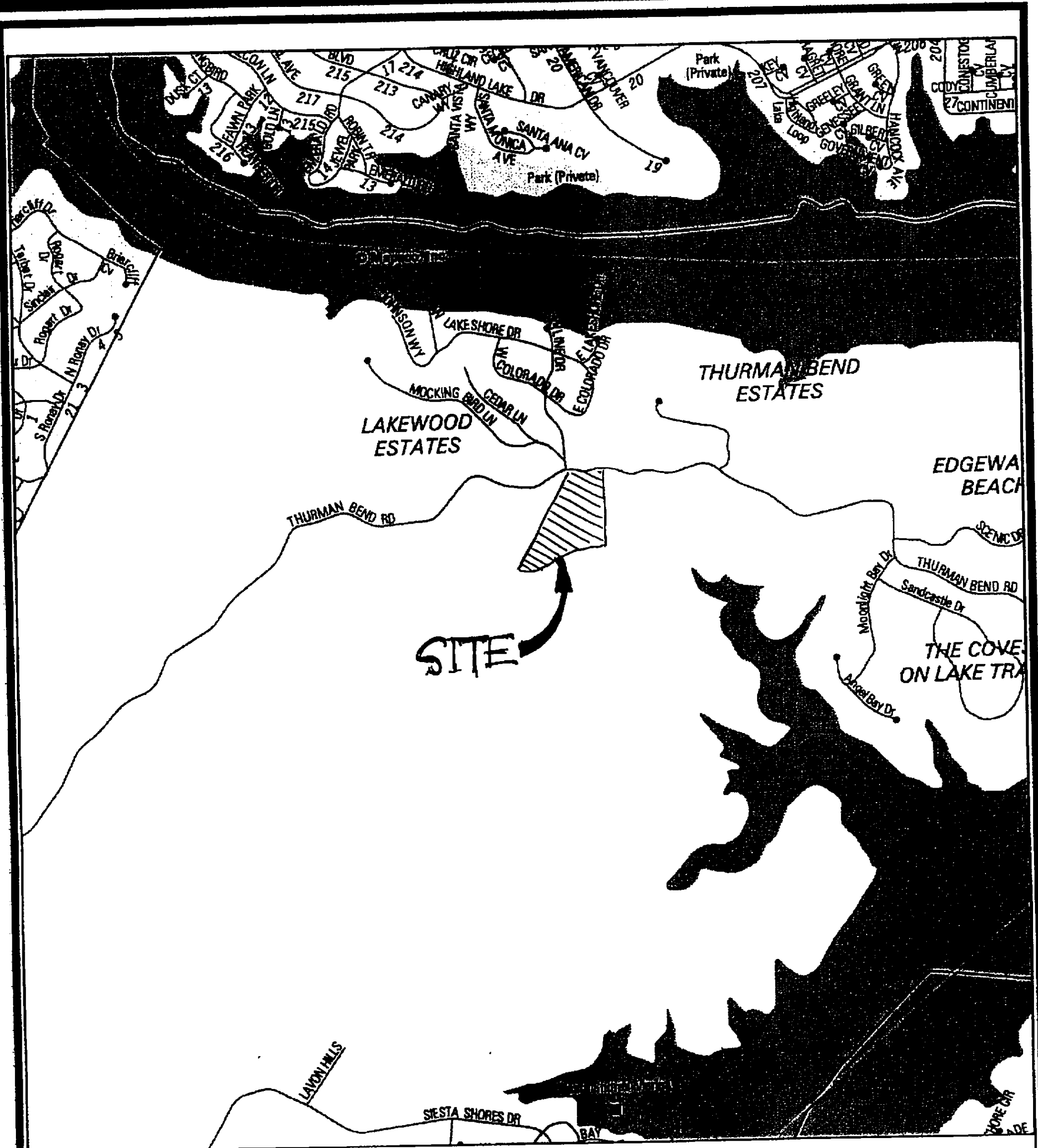
Copy of public hearing letter

AMB: mph

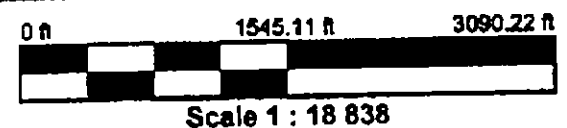
1105



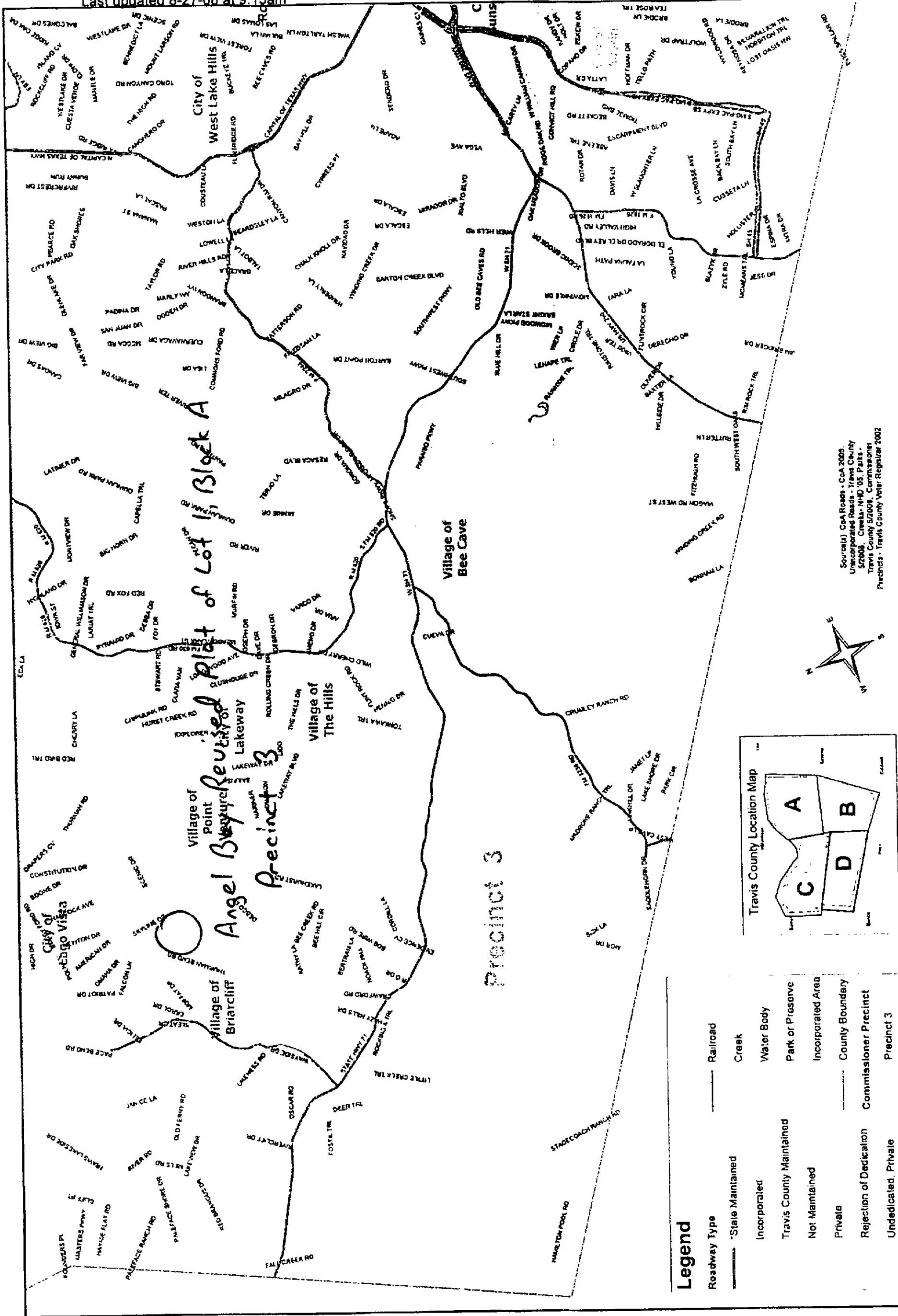
# Lot 1 Angel Bay Re-subdivision



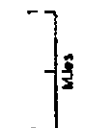
Location Map



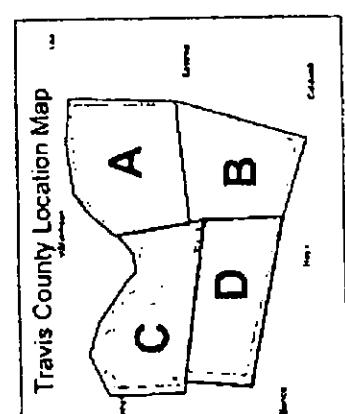
Last updated 8-27-08 at 9:15am



Map Prepared by Travis County  
 Dept. of Transportation & Natural  
 Resources Date 5/12/2008  
 MLO/Name on Trans to maintain



Source(s) C&A Roads - C&A 2005  
 Unincorporated Roads - Travis County  
 5/2008, Crows - NHD '05, Parks -  
 Travis County 5/2008, Commissioner  
 Precincts - Travis County Voter Registrar 2002



**Legend**

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

\*Note: For egress 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" with no warranty of any kind. For questions, contact the Travis County GIS Coordinator at (512) 854-9380

Text Scale  
 1 inch equals 1.002 miles  
 1 inch equals 5.292 feet

# Travis County Roadways, Map D

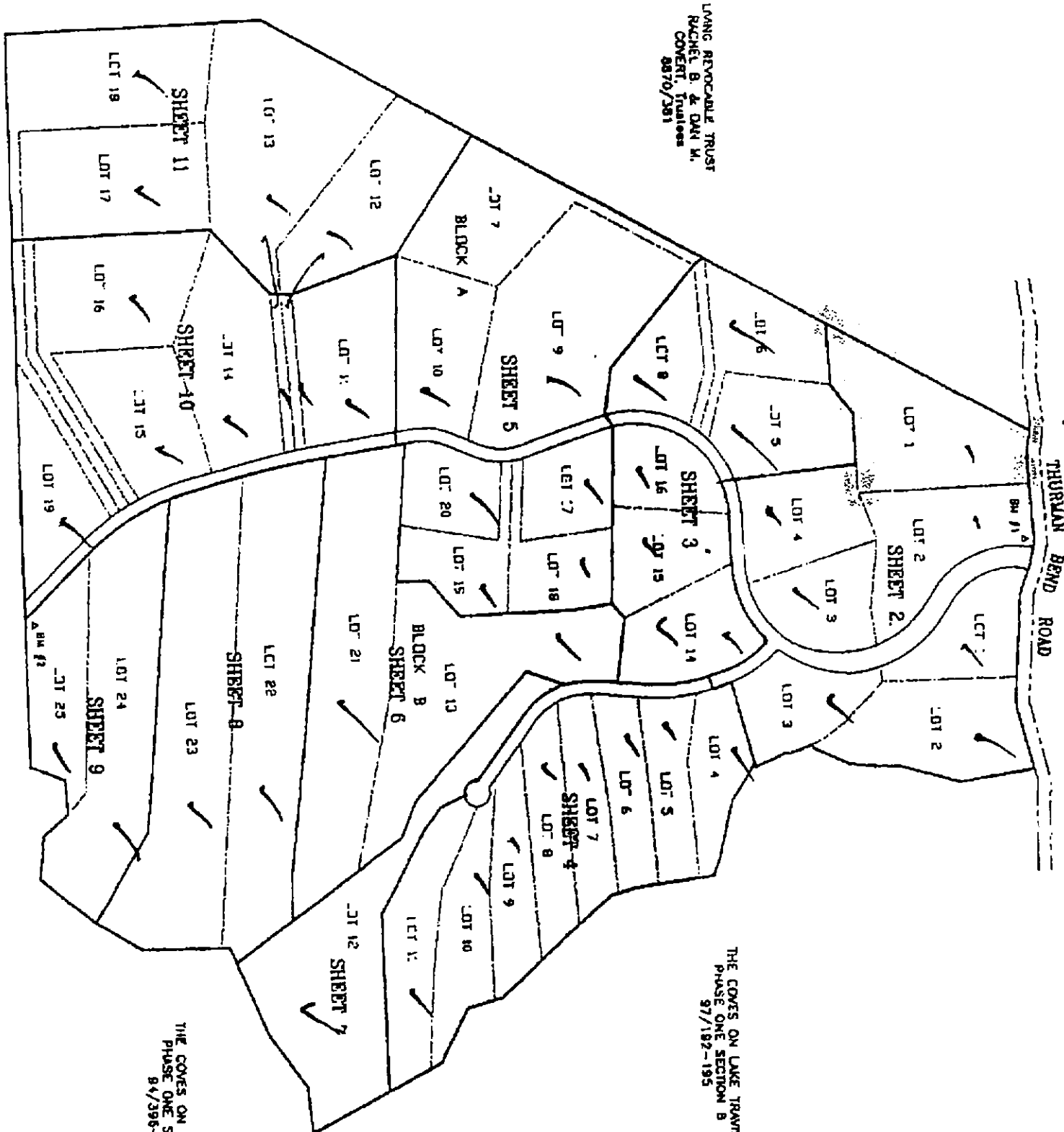
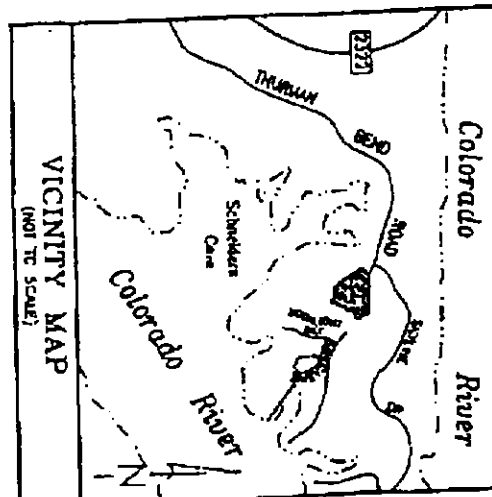
331.00 6/2/1999

199900173

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

Existing  
Plat

# ANGEL BAY



147.23 AC  
DEAN JOHNSON  
2824/327

177.23 AC  
JOHN P. SCHNEIDER, et al  
7894/717

**MCANGUS SURVEYING CO., INC.**  
 1101 HIGHWAY 380 SOUTH  
 BUILDING E, SUITE 230  
 AUSTIN, TEXAS 78746  
 (512)328-9302

JOB No. 83-119(ABP) SHEET 1 of 13

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

# Proposed Plat

## REVISED PLAT OF LOT 1 BLOCK A ANGEL BAY

LINE	BEARING	DISTANCE
L-1	S82°58'20"W	60.23
L-2	N85°25'42"W	123.54
L-3	N82°31'19"W	73.23

CURVE	DELTA	RADIUS	TANGENT	ARC	CHORD	BEARING
C-1	17°38'04"	325.00	38.85	77.54	77.16	N82°44'17"E
C-2	5°48'23"	325.00	18.48	32.84	32.89	N78°49'27"E
C-3	7°49'38"	325.00	22.23	44.40	44.37	N81°36'28"E

CURVE	DELTA	RADIUS	TANGENT	ARC	CHORD	BEARING
C-1	17°37'19"	325.00	38.85	77.50	77.12	N82°41'27"E

- LEGEND**
- 1/2" STEEL PIN FOUND (UNLESS NOTED)
  - IRON ROD FOUND CONC. W/CH. SET
  - 1/2" STEEL PIN SET W/CAP MARKED "LDZ & ASSOC"
  - ▲ W/CH. SET
  - △ P.U.E. PUBLIC UTILITY EASEMENT
  - D.E. DRAINAGE EASEMENT
  - ▭ B.L. BUILDING LINE
  - (P.W.-DST.) RECORD CALL
  - L.C.P.R. DRAWS COUNTY PLAT RECORDS
  - OFFICIAL PUBLIC RECORDS OF DRAWS COUNTY, TEXAS

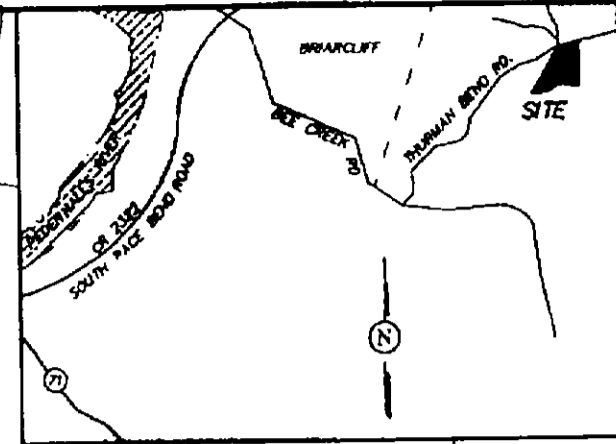
(501.01 AC.) TRACT 5 LAKE TRAVIS RANCH, LLC DOC. No. 2007005081 G.P.R.T.C.T.X.

BEATY SEALE & FORWOOD SURVEY No. 42  
 BASIS OF BEATY SEALE & FORWOOD SURVEY No. 42 (198900173) G.P.R.T.C.T.X.  
 (198900173) G.P.R.T.C.T.X.

LAKWOOD ESTATES BOOK 4, PAGE 347 T.C.P.R.

LOT 8  
 BRIDGEMAN BEND ESTATES BOOK 85, PAGES 233-236 T.C.P.R.

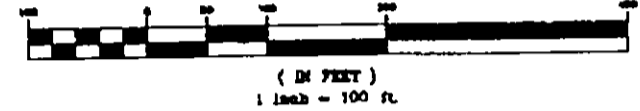
### THURMAN BEND ROAD



LOCATION MAP - NTS

LOT	USAGE	ACREAGE
1A	RESIDENTIAL	4.20
1B	RESIDENTIAL	4.63
TOTAL ACREAGE		8.83
TOTAL LOTS		2

GRAPHIC SCALE



**SURVEYOR'S CERTIFICATE**

I, TIMOTHY A. LENZ, A REGISTERED PROFESSIONAL LAND SURVEYOR, AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

DATED 8-14-2008

*Timothy A. Lenz*  
 TIMOTHY A. LENZ  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 REGISTRATION NO. 4383  
 1714 FORT VIEW ROAD, SUITE 200  
 AUSTIN, TEXAS 78704  
 (512) 443-1174

NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) 84483C-0380E, TRAVIS COUNTY, TEXAS, DATED APRIL 15, 2002.

DATED 8-14-08

*Robert C. Thompson*  
 ROBERT C. THOMPSON, P.E.  
 P.O. BOX 180082  
 AUSTIN, TEXAS 78716

STATE OF TEXAS §  
 COUNTY OF TRAVIS §

I, DANA DEBEAUVOR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 14th DAY OF August, 2008, A.D., THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE 14th DAY OF August, 2008, A.D.

DANA DEBEAUVOR, COUNTY CLERK, TRAVIS COUNTY, TEXAS.

**DEPUTY**

THE STATE OF TEXAS §  
 COUNTY OF TRAVIS §

I, DANA DEBEAUVOR, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 14th DAY OF August, 2008, A.D. AT 10:00 O'CLOCK A.M., AND DULY RECORDED ON THE 14th DAY OF August, 2008, A.D. AT 10:00 O'CLOCK A.M., OF SAID COUNTY AND STATE IN DOCUMENT No. 2008-0222 OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS THE DAY OF August, 2008, A.D.

DANA DEBEAUVOR, COUNTY CLERK, TRAVIS COUNTY, TEXAS.

**DEPUTY**

**LENZ & ASSOCIATES, INC.**  
 COMPLETE PROFESSIONAL LAND SURVEYING SERVICES  
 (512) 443-1174  
 1714 FORT VIEW RD., SUITE 200  
 AUSTIN, TEXAS 78704  
 SURVEY # 2008-0222 F.B. 840/15, 840/51

STATE OF TEXAS §  
 COUNTY OF TRAVIS §

THAT MICHAEL S. CLARKE AND POLLY C. CLARKE, OWNERS OF LOT 1, BLOCK A, ANGEL BAY, A SUBDIVISION OF RECORD IN DOCUMENT No. 198900173, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, CONVEYED TO US BY DEED OF RECORD RECORDED IN DOCUMENT No. 2004287848 DO HEREBY RESUBDIVIDE SAID LOT IN ACCORDANCE WITH CHAPTER 232.009 OF THE TEXAS LOCAL GOVERNMENT CODE, IN ACCORDANCE WITH ATTACHED PLAT TO BE KNOWN AS:

REVISED PLAT OF LOT 1 BLOCK A ANGEL BAY

SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE EASEMENTS AS SHOWN HEREON, UNLESS OTHERWISE INDICATED, SUBJECT TO ANY RESTRICTIONS AND EASEMENTS HERETOFORE GRANTED AND NOT RELEASED.

MICHAEL S. CLARKE DATE POLLY C. CLARKE DATE  
 20311 CORDELL LANE 20311 CORDELL LANE  
 SPICEWOOD, TEXAS 78688 SPICEWOOD, TEXAS 78688

STATE OF TEXAS §  
 COUNTY OF TRAVIS §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 14th DAY OF August, 2008, A.D. BY MICHAEL S. CLARKE.

WITNESS MY HAND AND SEAL OF OFFICE, THIS 14th DAY OF August, 2008, A.D.

NOTARY PUBLIC IN AND FOR \_\_\_\_\_ TEXAS.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 14th DAY OF August, 2008, A.D. BY POLLY C. CLARKE.

WITNESS MY HAND AND SEAL OF OFFICE, THIS 14th DAY OF August, 2008, A.D.

NOTARY PUBLIC IN AND FOR \_\_\_\_\_ TEXAS.



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

# REVISED PLAT OF LOT 1 BLOCK A ANGEL BAY

### COMMISSIONERS COURT NOTES:

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS ("THE IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE PART OF THE DEVELOPER'S CONSTRUCTION.

### NOTES:

1. BENCHMARK No. 1 - COTTON SPINDLE SET IN 1" LIVE OAK. ELEVATION: 717.81
2. A TRAVIS COUNTY SITE DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
3. PRIOR TO CONSTRUCTION ON ANY LOT HABITAT MITIGATION WILL BE REQUIRED. CONTACT THE TRAVIS COUNTY ENVIRONMENTAL SPECIALIST AT 512-854-7213, OR U.S. FISH AND WILDLIFE AT 512-480-0057.
4. WATER SERVICE FOR ALL LOTS IN THIS SUBDIVISION WILL BE PROVIDED BY PRIVATE WELL.
5. WASTEWATER WILL BE PROVIDED BY ON SITE SEPTIC FACILITIES.
6. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY.
7. PROPERTY OWNER AND/OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
8. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER AND/OR HIS/HER ASSIGNS.
9. L.C.R.A. NON-POINT SOURCE RESTRICTIONS ARE RECORDED IN DOCUMENT No. 188025408 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

### L.C.R.A. NPS RESTRICTIONS

THE L.C.R.A. NPS AREAS ARE FOR THE PROTECTION OF THE ENVIRONMENT BY IMPROVING THE QUALITY OF STORM WATER RUNOFF FROM DEVELOPED LAND. THE NATIVE LAND OR MANAGEMENT PRACTICES WITHIN THE L.C.R.A. NPS AREAS ARE TO HELP MAINTAIN CLEAN WATER IN OUR CREEKS, RIVERS AND LAKES. NO STRUCTURES OR IMPROVEMENTS, OTHER THAN NATIVE PLANT ENHANCEMENT OR MAINTENANCE TO THE AREA IN ACCORDANCE WITH L.C.R.A. RULES, MAY OCCUR WITHIN THE L.C.R.A. NPS AREAS WITHOUT SPECIFIC AUTHORIZATION AND APPROVAL IN WRITING FROM THE LOWER COLORADO RIVER AUTHORITY (LCRA), ITS SUCCESSOR, OR ASSIGNS, OR OTHER GOVERNMENTAL ENTITY WITH AUTHORITY TO PERMIT SUCH IMPROVEMENTS FOR THE PROTECTION OF THE ENVIRONMENT. THE AREAS SHALL BE MAINTAINED BY EACH LOT OWNER BY PRESERVING AND RESTORING NATIVE GRASS VEGETATION ONLY. THE AREAS MAY NOT BE AMENDED EXCEPT BY EXPRESS WRITTEN AGREEMENT OF L.C.R.A., ITS SUCCESSORS OR ASSIGNS, OR OTHER GOVERNMENTAL ENTITY WITH PROPER AUTHORITY.

ALL PROPERTY HEREIN IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S LAKE TRAVIS NONPOINT SOURCE POLLUTION CONTROL ORDINANCE. SHOULD ANY LOT BE PROPOSED FOR A USE OTHER THAN SINGLE-FAMILY RESIDENTIAL, AN L.C.R.A. NPS DEVELOPMENT PERMIT, ITS SUCCESSOR OR ASSIGNS, MAY BE REQUIRED.

### L.C.R.A. NOTE

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 1-800-778-6272. 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 LICENSING ARE MADE. THESE LOTS MAY REQUIRE PROFESSIONALLY DESIGNED WASTEWATER DISPOSAL SYSTEMS DUE TO TOPOGRAPHICAL, GEOLOGICAL AND WATER WELL CONSIDERATIONS.

*Anna Meyers*  
LCRA OSSF REPRESENTATIVE      050007172

8/14/2008  
DATE

### ETL NOTE:

THIS SUBDIVISION PLAT IS NOT LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF AUSTIN ON THIS THE 14<sup>TH</sup> DAY OF AUGUST, 2008.

*Victoria L. P. E.*  
VICTORIA L. P. E. DIRECTOR  
WATERSHED PROTECTION & DEVELOPMENT REVIEW DEPARTMENT

### NOTES FROM PREVIOUS PLAT OF ANGEL BAY, DOCUMENT No. 18800173, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

1. TRAVIS COUNTY SITE DEVELOPMENT PERMITS ARE REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
2. WATER WELLHEADS SHALL BE LOCATED A MINIMUM OF 5' FROM R.O.W. AND PROPERTY LINES.
3. PROPERTY OWNERS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY.
4. NO RESIDENCE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO PRIVATE WATER AND WASTEWATER SYSTEMS AS APPROVED BY THE GOVERNING HEALTH OFFICIAL.
5. ALL INTERNAL STREETS ARE PRIVATE STREETS TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. SEE DOCUMENT No. 188035407, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
6. MINIMUM FINISHED FLOOR ELEVATION FOR ALL STRUCTURES SHALL BE 1 (ONE) FOOT ABOVE THE ELEVATION OF THE 100-YEAR FLOOD PLAIN AS SHOWN HEREON, 717.00 MSL.
7. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY.
8. DEVELOPMENT WHICH EXCEEDS 20% IMPERVIOUS COVER, WHEN CALCULATED AGAINST THE TOTAL PROPERTY, SHALL CONTROL THE INCREASED STORMWATER.
9. L.C.R.A. DEVELOPMENT PERMITS ARE REQUIRED FOR ALL CONSTRUCTION IN THIS SUBDIVISION.
10. ALL DRIVEWAY CULVERTS SHALL BE A MINIMUM OF 18 INCHES IN DIAMETER.
11. ACCESS FOR LOTS 6, 7, 12, 13, 16, 17 AND 18, BLOCK A AND LOTS 18 AND 19, BLOCK B ARE RESTRICTED TO SINGLE DRIVEWAYS WITHIN THE JOINT ACCESS EASEMENT AS SHOWN HEREON. SEE DOCUMENT No. 1880041278, 1279, 1280, 1281, FOR JOINT ACCESS EASEMENT AGREEMENTS.
12. THERE IS A 30 FOOT PUBLIC UTILITY EASEMENT DEDICATED HEREIN ACROSS LOTS 1 & 2, BLOCK A AND LOTS 1 & 2, BLOCK B, ALONG AND CONTIGUOUS WITH THURMAN BEND ROAD.
13. THERE IS A 30 FOOT PUBLIC UTILITY EASEMENT ALONG THE FRONT OF ALL LOTS FRONTING ON ANGEL LIGHT DRIVE AND ANGEL SONG COVE.
14. BENCH MARK:

No. 1 - 800 NAIL IN 16" LIVE OAK ON LOT 2, BLOCK A @ INTERSECTION OF THURMAN BEND ROAD AND ANGEL LIGHT DRIVE. ELEV. = 808.87

No. 2 - 800 NAIL IN 15" LIVE OAK ON LOT 25, BLOCK B @ INTERSECTION OF ANGEL LIGHT DRIVE. ELEV. = 714.92

PAGE 2 OF 2

## LENZ & ASSOCIATES, INC.

COMPLETE PROFESSIONAL LAND SURVEYING SERVICES



(512) 443-1174  
1714 FORT VIEW RD., SUITE 200  
AUSTIN, TEXAS 78704

SURVEY #: 2008-0222      F.B. 840/15, 840/51

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

August 18, 2008

**Subject: Revised Plat of Lot 1, Block A, Angel Bay Subdivision**

Dear Property Owner:

Michael and Polly Clarke, owners of the above referenced lot, have requested that the Commissioners' Court of Travis County approve a request to revise the plat of their real property. Associated with that request is a State of Texas mandate that the County provide you with written notice of their request to replat.

The application has been scheduled for a public hearing on September 30, 2008, before the Commissioners' Court. The application is entitled:

**Approve setting a public hearing date for September 30, 2008, to receive comments regarding a plat for recording in Precinct Three: Revised Plat of Lot 1, Block A Angel Bay Subdivision. (Revised Plat – 2 Lots – 8.83 acres – Thurman Bend Road – No fiscal required – Sewage service to be provided by on-site septic facilities – No ETJ).**

In this case, the applicant is proposing to revise the existing Lot 1, Block A in order to create 2 total lots (Lot 1A and Lot 1B). This application has met all of Travis County requirements, and barring any new information, staff will recommend its approval at the public hearing.

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

Sincerely,

Michael Hettenhausen  
Planner, Development Services

MH: mh ~ 1105

WS # \_\_\_\_\_

VS # 2

**TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST**

Work Session \_\_\_\_\_

Voting Session 09/09/08

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

B. Requested Text:

**Approve setting a Public Hearing on September 30, 2008 to receive comments regarding a request to authorize the filing of an instrument to vacate two 5' public utility easements located along either side of the common lot line between Lots 22 and 23, Block HH of Valley lake Hills, Section One – a subdivision in Travis County, Precinct 3.**

C. Approved by: \_\_\_\_\_  
Commissioner Gerald Daugherty, Precinct Three

II. A. Is backup material attached\*: Yes X No \_\_\_\_\_  
\*Any backup material to be presented to the court must be submitted with this Agenda Request - 1 original and 8 copies

B. Have the agencies affected by this request been invited to attend?  
Yes X No \_\_\_\_\_ Please list those contacted and their phone number

X John Hille - 854-9415 Austin American-Statesman  
Anna Bowlin - 854-9383 Joe Arriaga - 854-9383

III. PERSONNEL  
\_\_\_\_ A change in your department's personnel (reclassifications, etc.)

IV. BUDGET REQUESTS  
If your request involves any of the following please check appropriately:

- \_\_\_\_ Additional funding for your department
- \_\_\_\_ Transfer of funds within your department budget
- \_\_\_\_ A change in your department's personnel

The County Personnel (473-9165) and/or the Budget and Research Office (473-9171) must be notified prior to submission of this agenda request.

**AGENDA REQUEST DEADLINES**

All Agenda Requests and supporting materials must be submitted to the County Judge's Office in writing by 5:00 p.m. on Tuesdays for the next week's meeting.



---

## TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street  
Executive Office Building  
P.O. Box 1748  
Austin, Texas 78767  
tel 512-854-9383  
fax 512-854-4649

### MEMORANDUM

DATE: August 29, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

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

SUBJECT: Approve setting a Public Hearing on September 30, 2008 to receive comments regarding a request to authorize the filing of an instrument to vacate two 5' public utility easements located along either side of the common lot line between Lots 22 and 23, Block HH of Valley Lake Hills, Section One a subdivision in Travis County, Precinct 3.

#### Summary and Staff Recommendation:

TNR has received a request to vacate two 5' public utility easements (PUEs) located along either side of the common lot line of Lots 22 and 23, Block HH of Valley Lake Hills, Section One. Lots 22 and 23 front on Thomas Lane, a street not maintained by Travis County. The purpose for this vacation is so that the property owner can build a house, garage, and driveway without encroaching on the subject PUEs.

The utility companies operating in the area have stated that they have no objection to vacating this portion of the easement. TNR recommends the vacation as described in the attached Order of Vacation and as shown on the attached field notes and sketch.

#### Budgetary and Fiscal Impact:

None.

#### Issues and Opportunities:

Travis County has no need for these easements and would not benefit from vacating or not vacating. It has been the responsibility of the applicant to contact the utility companies operating in the area. Travis County has relied on the utility companies to decide if the easements need to be retained for the surrounding property owners. TNR staff foresees no reason for opposition to this vacation.

Page 2

August 29, 2008

**Required Authorizations:**

All responding utility companies known to be serving this area have stated that they have no need to retain the easements as described in the attached field notes and sketch.

**Exhibits:**

Order of Vacation

Letter of Request

Field Notes and Sketch

Statements from utility companies (4)

Maps

PS:AB:ps

1105 Thomas Lane

08-PUF-08

**ORDER OF VACATION**

**STATE OF TEXAS** §

**COUNTY OF TRAVIS** §

WHEREAS, the property owner requests the vacation of two 5' public utility easements located along either side of the common lot line of Lots 22 and 23, Block HH of Valley Lake Hills, Section One as recorded in Volume 48, Page 45 of the Plat Records of Travis County, Texas, so that the proposed improvements are not encroaching on the subject public utility easements; and

WHEREAS, utility providers serving the area have indicated that they have no need for the two 5' public utility easements requested to be vacated as described in the attached field notes and sketch; and

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the two 5' public utility easements as described in the attached field notes and sketch; and

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on September 30, 2008 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the two 5' public utility easements located along either side of the common lot line of Lots 22 and 23, Block HH of the Valley Lake Hills, Section One, as shown on the attached sketch and described in the attached field notes, is hereby vacated.

ORDERED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2008.

\_\_\_\_\_  
SAMUEL T. BISCOE, COUNTY JUDGE

\_\_\_\_\_  
COMMISSIONER RON DAVIS  
PRECINCT ONE

\_\_\_\_\_  
COMMISSIONER SARAH ECKHARDT  
PRECINCT TWO

\_\_\_\_\_  
COMMISSIONER GERALD DAUGHERTY  
PRECINCT THREE

\_\_\_\_\_  
COMMISSIONER MARGARET GOMEZ  
PRECINCT FOUR

**CODE:** 0102

**RECEIVED**

JUL 16 2008

TNR

To: Joseph P. Gieselman

From: Jonathan McCabe

Fax: 512.854.4697

I, Jonathan McCabe, am requesting that Travis County allows a "vacate" of public utility easement located between lots 22 and 23, Blk HH, Valley Lake Hills (10006 and 10008 Thomas Ln., Dripping Springs, Tx, 78620). I want to build a driveway, house, and garage on the two lots. There will be several places the building area will cross the easement area.

Please contact me with any questions at 512.924.6665. Thank you.

Jonathan McCabe

P.S. I have mailed a check to Transportation & Natural Resources  
Joseph P. Gieselman  
411 West 13th St  
P.O. Box 1748  
Austin

78767

Thank You.

Jonathan McCabe

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**0.08 ACRE  
EASEMENT AREA**

**A DESCRIPTION OF A 0.08 ACRE TRACT OF LAND BEING A PORTION OF LOT 22 AND LOT 23, BLOCK "HF", VALLEY LAKE HILLS, SECTION #1, A SUBDIVISION RECORDED IN VOLUME 48, PAGE 45, PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.08 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;**

Commencing at a 3/8 inch iron rod found in the westerly right of way of Thomas Lane (50' right of way), said iron rod being the northeast corner of Lot 23 and the southeast corner of Lot 22, Thence N 76°05'00"W, with the common lot line of Lot 22 and Lot 23, a distance of 6.86 feet to the **POINT OF BEGINNING**;

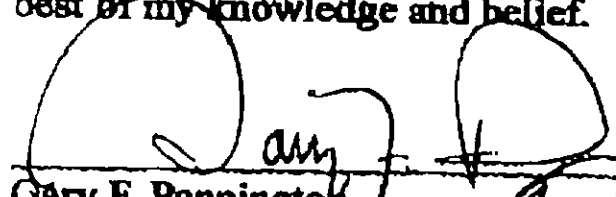
**THENCE** crossing Lot 23, the following three (3) courses and distances:

- 1) with the arc of a curve to the left 6.88 feet, said curve having a radius of 260.57 feet, a chord bearing of S 29°30'14"E, and a chord distance of 6.88 feet, to a point,
- 2) N 76°05'00"W, a distance of 336.41 feet to a point, and
- 3) N 29°45'13"W, passing at a distance of 6.91 feet the common lot line of Lot 23 and Lot 22, and continuing on crossing through Lot 22, a total distance of 8.60 feet to a point;

**THENCE** continuing to cross Lot 22, the following three (3) courses and distances:

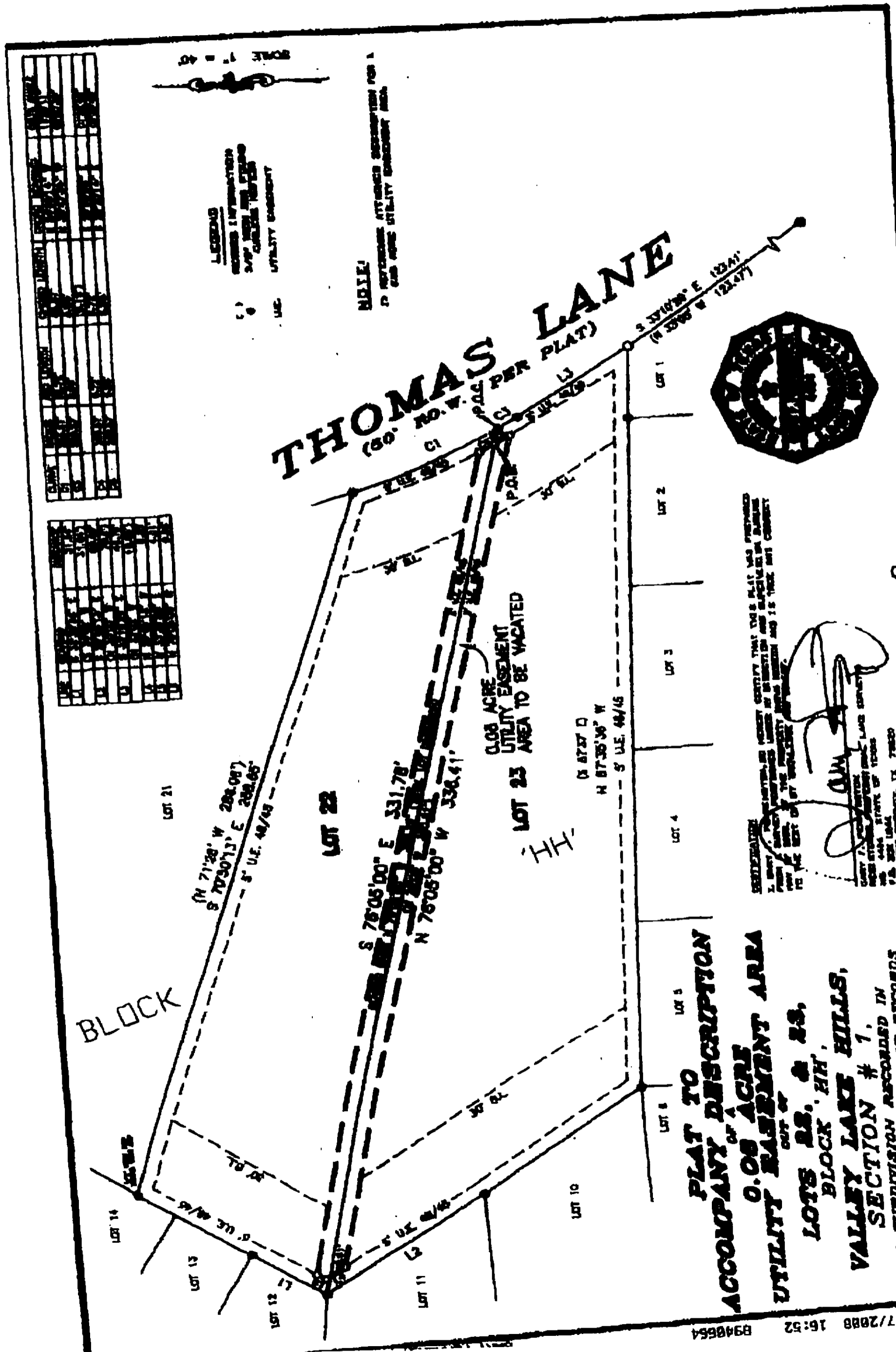
- 1) N 33°36'56"E, a distance of 4.01 feet to a point,
- 2) S 76°05'00"E, a distance of 331.78 feet to a point, and
- 3) with the arc of a curve to the left a distance of 6.72 feet, said curve having a radius of 260.57 feet, a chord bearing of S 28°00'29"E, and a chord distance of 6.72 feet, to the **POINT OF BEGINNING**, containing 0.08 acre of land.

I, Gary F. Pennington, do hereby certify that this description and associated sketch to accompany the description was prepared from a survey made on the ground, May of 2008, under my direction and supervision and is true and correct to the best of my knowledge and belief.

  
 Gary F. Pennington  
 Registered Professional Land Surveyor  
 No. 4404- State of Texas  
 P.O. Box 1244, Dripping Springs, Texas 78620  
 (512) 894-0664









**TRANSPORTATION AND NATURAL RESOURCES**

**JOSEPH P. GIEBELMAN, EXECUTIVE MANAGER**

411 West 13th Street  
Economic Office Building, 11th Floor  
P.O. Box 1748  
Austin, Texas 78767  
(512) 854-8383  
FAX (512) 854-4807

**EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY**

An application is being made to Travis County for the vacation of property at 10006 + 10008 Thomas Ln (address) and/or Lot 22 + 23 Blk HH Valley Lake Hills Sec. 1 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement, your prompt reply is requested.

**STATEMENT**

We do not have need for an easement on the property as described in the accompanying document.

We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Laurie Schumpert  
Signature

Laurie Schumpert  
Printed Name

Designer  
Title

Time Warner Cable - Central TX  
Utility Company or District

May 12, 2008  
Date

Please return this completed form to:

JONATHAN McCABE  
Name

17408 Deer Creek Skyview  
Address

Dripping Springs/TX / 78620  
City/State/Zip

### CONSENT TO VARIANCE

STATE OF TEXAS §  
  §  
COUNTY OF TRAVIS §

**KNOW ALL PERSONS BY THESE PRESENTS:**

This Consent to Variance is made this 3<sup>rd</sup> day of June 2008, by DEER CREEK RANCH, INC., hereinafter referred to as the "Declarant" and DEER CREEK RANCH WATER CO., LLC, hereinafter referred to as the "Water Company."

**WHEREAS**, the Declarant is that same entity referred to as "Owner" in that document dated 11th day of May, 1973, and filed of record at Volume 4648, Page 824 of the Deed Records of Travis County, Texas, being declarations and covenants (the "Declarations") for VALLEY LAKE HILLS (the "Subdivision"), a subdivision in Travis County, Texas, according to the map or plat thereof filed of record at Volume 48, Page 45, Plat Records of Travis County, Texas; the Declarations and the plat are jointly referred to herein as the "Restrictive Covenants."

**WHEREAS**, the owners of Lots 22 and 23 (the "Lots"), Block HH of the Subdivision desire to construct a single improvement on the two Lots combined, building across the lot line shared by the Lots (the "Interior Lot Line");

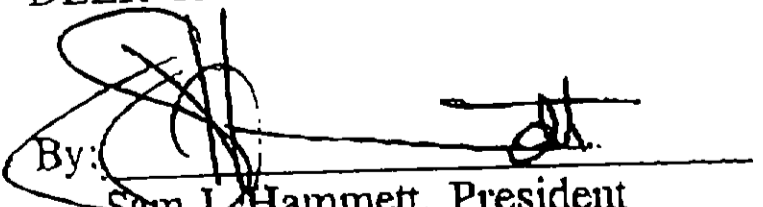
**WHEREAS**, the Restrictive Covenants prohibit the construction of improvements within a certain distance from each lot line and the Water Company has the right to use the easement for public utilities along either side of the Interior Lot Line;

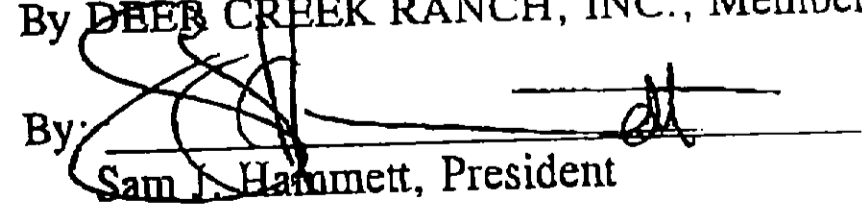
**NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS**, to the extent that Declarant and Water Company have the right and authority to do so, and as long as the Lots are being developed as a single lot, combined, Declarant and Water Company

- a. Consent to improvements being built over and across the Interior Lot Line;
- b. Waive the Restrictive Covenants as to the distance improvements may be erected or constructed from the Interior Lot Line; and
- c. Waive any easement for public utilities along either side of the Interior Lot Line.

Nothing herein shall be taken to affect the set back requirements along the front, rear, and other sides of the Lots.

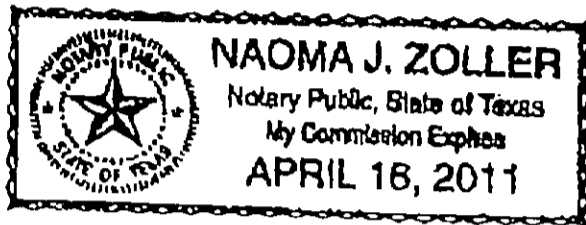
Dated this 3<sup>rd</sup> day of June 2008.

DEER CREEK RANCH, INC.  
By:   
Sam L. Hammett, President

DEER CREEK RANCH WATER COMPANY, LLC  
By ~~DEER~~ CREEK RANCH, INC., Member  
By:   
Sam L. Hammett, President

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

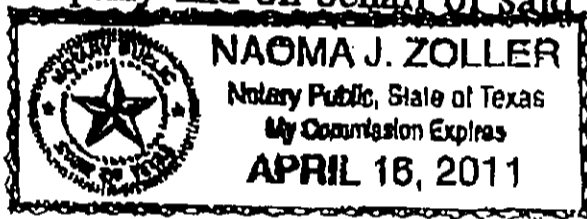
This instrument was acknowledged before me on the 3<sup>rd</sup> day of June 2008, by Sam J. Hammett, as President of Deer Creek Ranch, Inc., a Texas corporation and on behalf of said corporation.



Naoma J. Zoller  
Notary Public, State of TEXAS

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me on the 3<sup>rd</sup> day of June 2008, by Sam J. Hammett, as President of Deer Creek Ranch Water Co., LLC, a Texas limited liability company and on behalf of said company.



Naoma J. Zoller  
Notary Public, State of TEXAS

After Recording, Return to:

Jonathan McCabe  
17408 Deer Creek Skyview  
Dripping Springs, TX 78620

**RELEASE OF EASEMENT**

STATE OF TEXAS

∞

KNOW ALL MEN BY THESE PRESENTS:

∞

COUNTY OF TRAVIS

∞

WHEREAS, Earl N. Jackson, as previous owner/developer of all lots in Valley Lake Hills, Section 1, a subdivision in Travis County, Texas according to the map or plat thereof, heretofore granted a public utility easement to Pedernales Electric Cooperative, Inc., a corporation for public utility purposes covering property situated within Valley Lake Hills, said public utility easement being recorded in Volume 48, Page 45 of the Plat Records in Travis County, Texas; and,

WHEREAS, said public utility easement referred to hereinabove includes and is comprised of all lots within Valley Lake Hills, Section 1, Travis County, Texas; and,

WHEREAS, Jonathan McCabe and Jennifer Moayedi, as current owners, desire that said public utility easement along the common boundary line between Lots 22 and 23, Valley Lake Hills, Section 1, Travis County, Texas, be abandoned and released in full; and,

WHEREAS, Pedernales Electric Cooperative, Inc. provides electric service to the aforementioned area and will continue to have an adequate easement to said property through the remaining public utility easement as granted above;

NOW, THEREFORE, be it known that Pedernales Electric Cooperative, Inc., a corporation whose post office address is Johnson City, Texas, for and in consideration of One Dollar (\$1.00), does hereby release the public utility easement along the common boundary line between Lots 22 and 23, Valley Lake Hills, Section 1, Travis County, Texas, and referred to hereinabove.

EXECUTED: May 15, 2008

PEDERNALES ELECTRIC COOPERATIVE, INC.

BY:

Trey Grebe  
Trey Grebe  
District Manager

THE STATE OF TEXAS

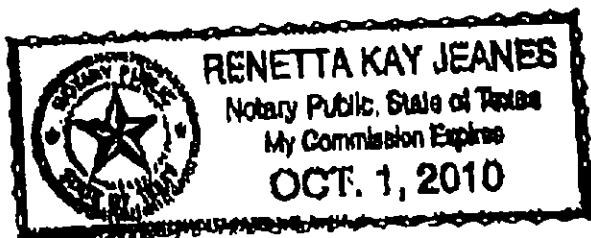
∞

COUNTY OF TRAVIS

∞

BEFORE ME, the undersigned authority, on this day personally appeared Trey Grebe, District Manager of Pedernales Electric Cooperative, Inc., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE May 15, 2008.



Renetta Kay Jeanes  
Notary Public in and for the State of Texas

STATE OF TEXAS  
COUNTY OF TRAVIS

RELEASE OF EASEMENT

WHEREAS, the plat of Valley Lake Hills, Section 1, Bee Caves, Texas, a subdivision in the County of Travis, of record in Volume 48, Page 45, of the Plat Records of Travis County, Texas, and said record reflects a 5 foot PUE on the common side property lines of Lots 22 and 23, Block HH, of said subdivision, of record in Documents 2007015105 and 2005022400, Property Records of Travis County, Texas, and as applicant requests the release of said easements on said property, said property located at 10006 and 10008 Thomas Lane, AND:

WHEREAS, all utilities are in place within other dedicated easements, and no further need exists for the above easements as reflected on said plat:

NOW, THEREFORE, in consideration of the premises and in order to adjust because of proposed encroachment upon these easements, the undersigned do hereby abandon all right, title and interest in and to these easements, as described, on the above addressed property, in said subdivision.

EXECUTED this 5<sup>TH</sup> day of August, 2008

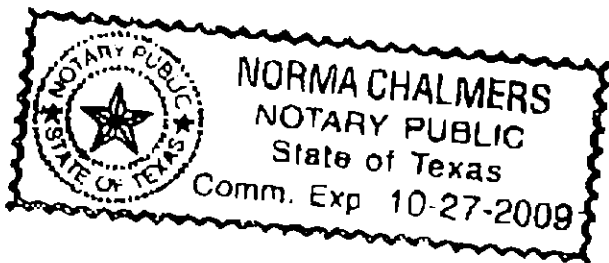
  
MGR.-ENG. DESIGN

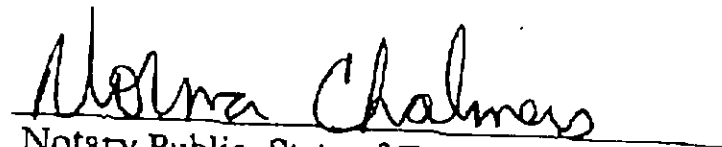
SOUTHWESTERN BELL TELEPHONE, L.P., a Texas limited partnership,  
d/b/a AT&T Texas

By: SBC TEXAS, L.L.C.,  
a Delaware limited liability company,  
its general partner

BEFORE ME, the undersigned authority, on this day personally appeared Marc Potter, Manager-Engineering Design, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration there expressed, as the act and deed of **SOUTHWESTERN BELL TELEPHONE COMPANY** and in the capacity therein stated.

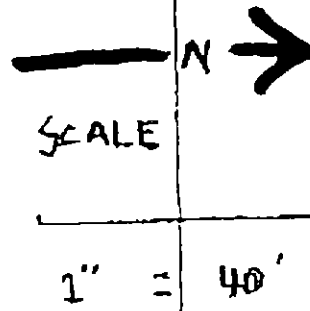
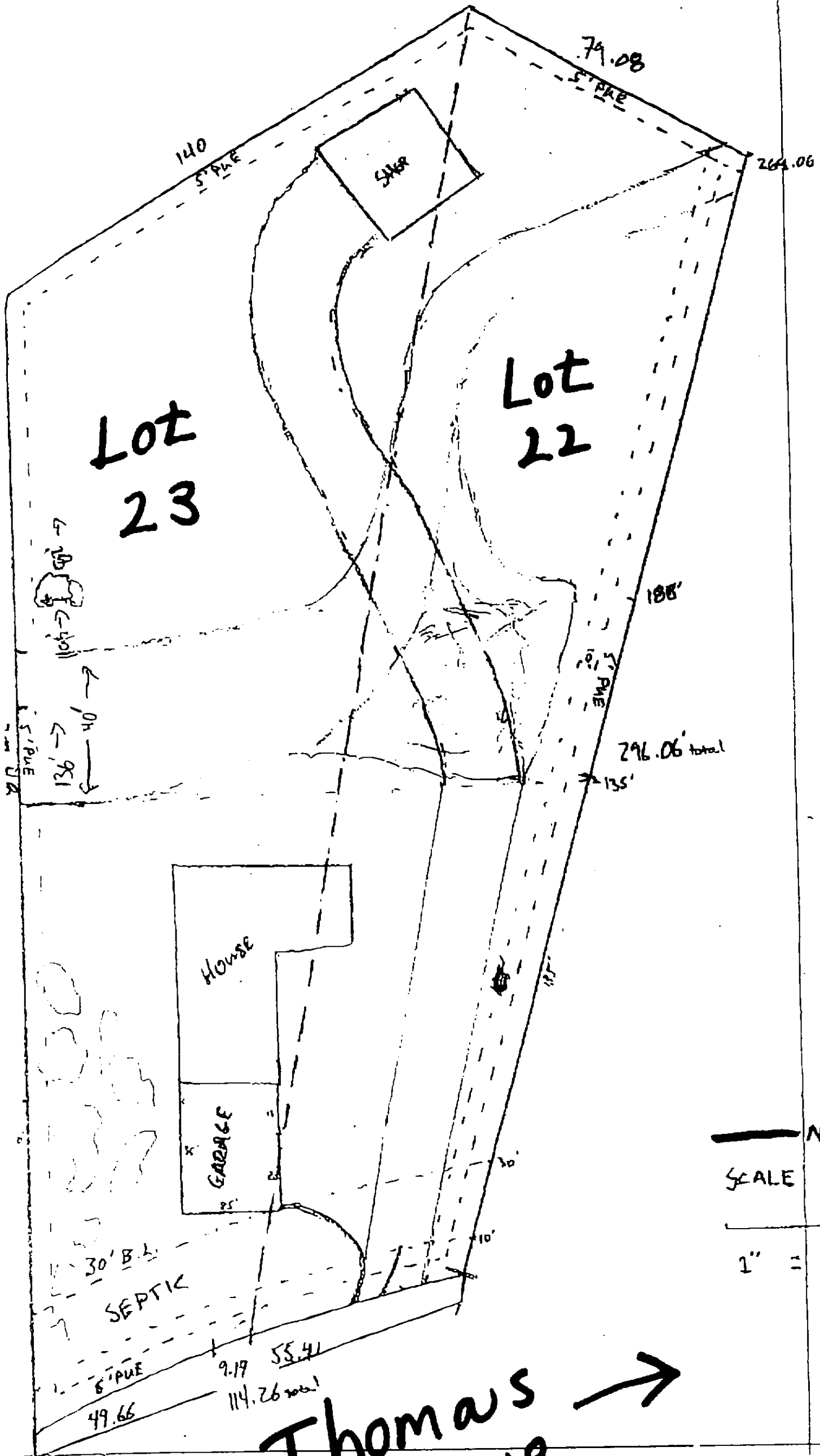
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 7<sup>th</sup> day of August, 2008



  
Notary Public, State of Texas

My commission expires 10-27-2009

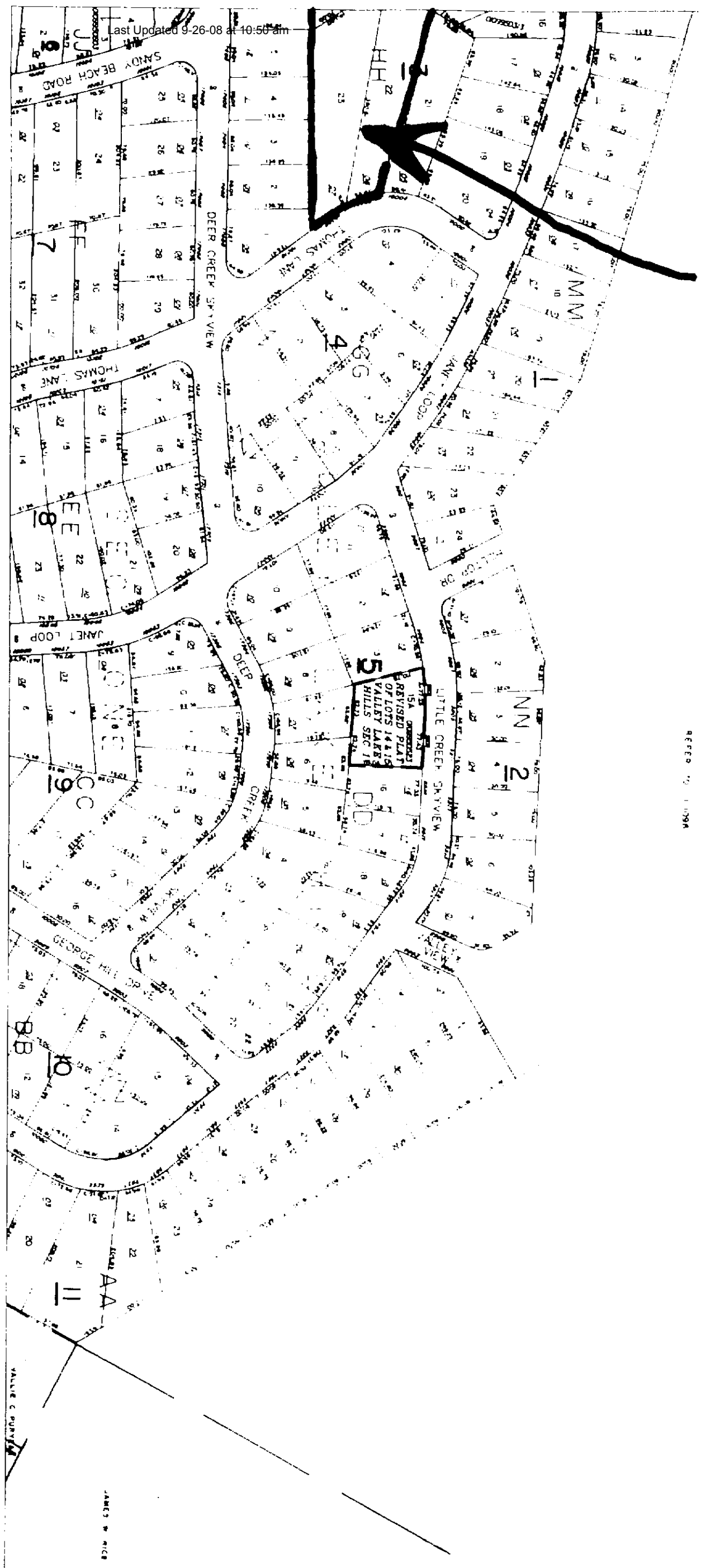
Lot 22 + 23  
BIK HH  
Valley Lake Hills  
10006 Thomas Ln.  
10008 Thomas Ln.



← Thomas Lane →

# Lots 22 & 23, BIR HH, Valley Lake Hills Section One Vacate two 5' PUEs

## PUEs' Location



DEER CREEK SW VIEW

REFER TO 10994

MAP NO. 10995

MAP NO. 10995

TRAVIS CENTRAL APPRAISAL DISTRICT  
 8314 Cross Park Drive P.O. Box 149012  
 Austin, Tx 78754 Austin, Tx 78714  
 Internet Address WWW.TRAVISCAD.ORG  
 Main Telephone Number (512) 834-9311 Appraisal Information (512) 834-9138  
 Fax Number (512) 835-5371 TDD (512) 836-3328

ASSOCIATIONS  
 LAKE TRAVIS C/D  
 TRAVIS COUNTY

DEVELOPER  
 04/17/2003 LHM

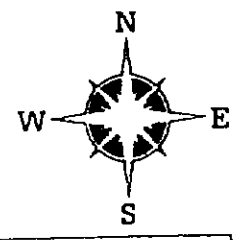
MAP NO. 10995  
 SCALE 1" = 400' MAP REFERENCE 10995



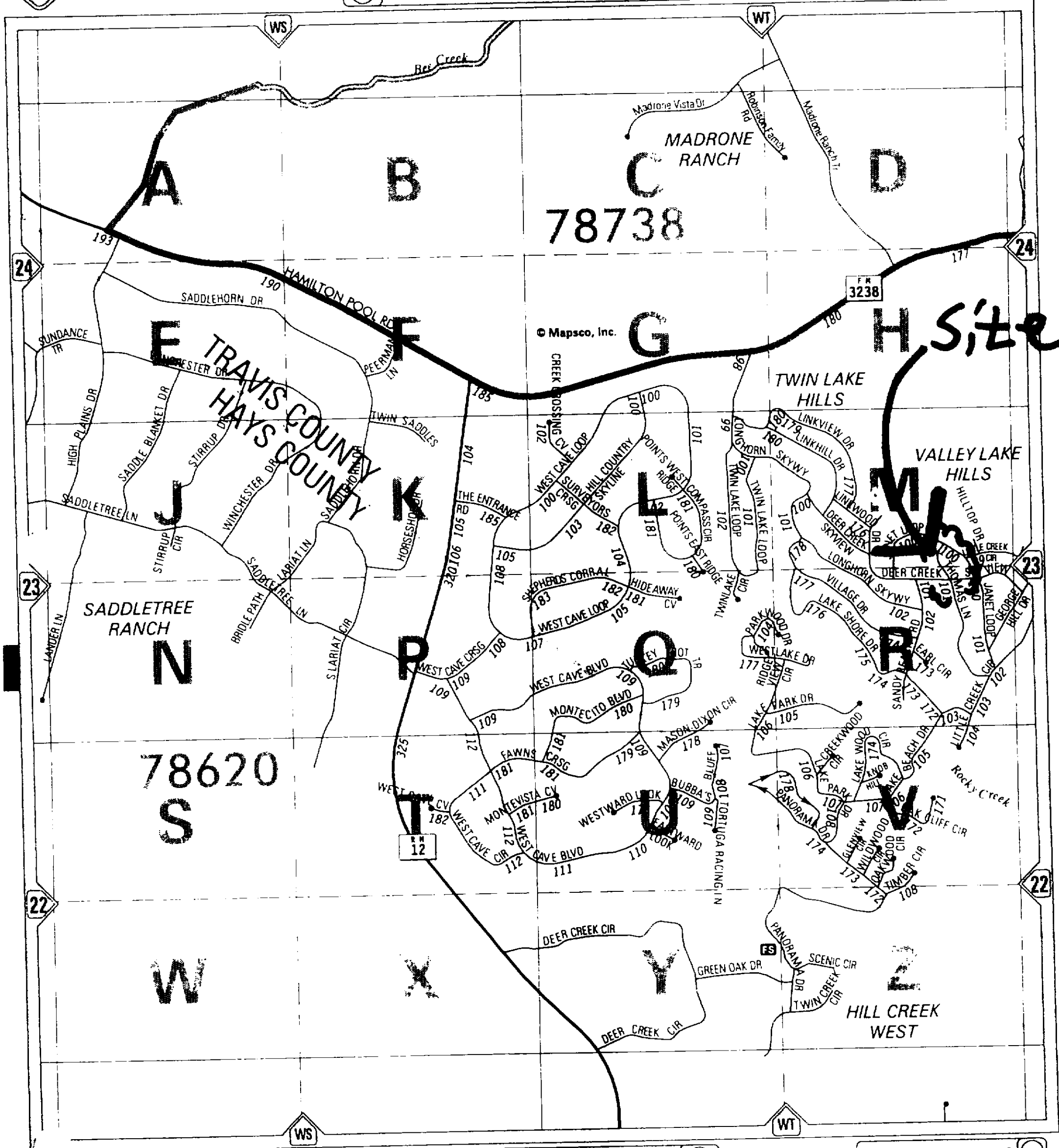
# Lots 22 & 23, Blk HH, Valley Lake Hills Section One Vacate two 5' PUEs

5.7

THIS PAGE ALSO APPEARS IN THE  
MADISON COUNTY HAYS COUNTY STREET GUIDE  
AS PAGE HAYS 8.



CONTINUED ON MAP 547



**H Site**

**M**

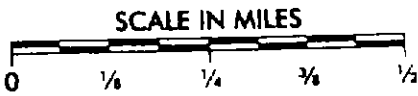
**R**

**L**

CONTINUED ON MAP 576

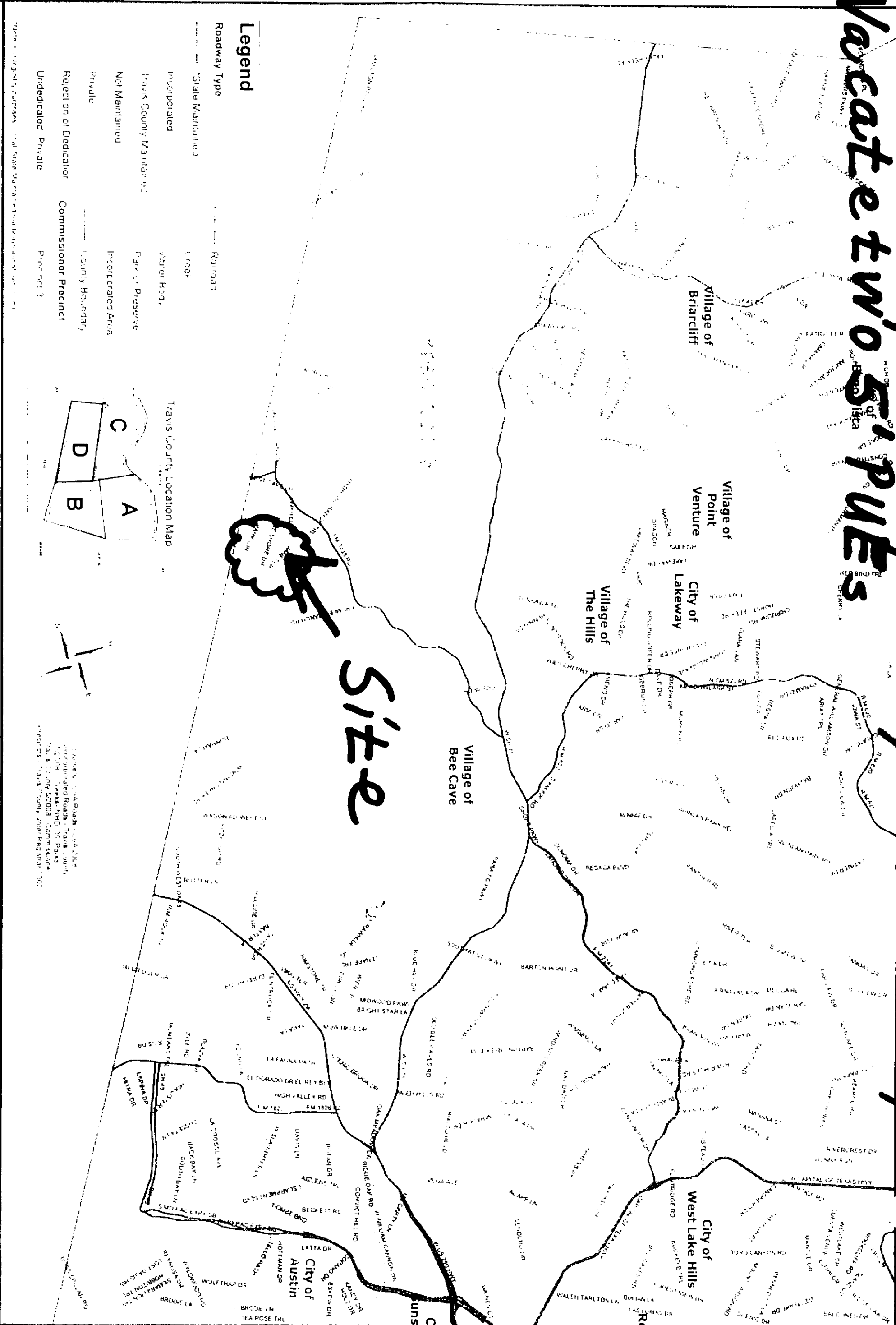
CONTINUED ON MAP 607

CONTINUED ON MAP 578



COPYRIGHT 1993, 2006 by MAPSCO INC. - ALL RIGHTS RESERVED

# Lot 22 & 23, BIRKHEAD VALEY LAKE HILLS, SECTION 1 Vaccate two 5' PUEs



## Travis County Roadways, Map D

Map D is a map of Travis County, Texas, showing the locations of all incorporated municipalities and unincorporated areas. The map is divided into four quadrants labeled A, B, C, and D. The map is titled "Travis County Roadways, Map D".

Map D is a map of Travis County, Texas, showing the locations of all incorporated municipalities and unincorporated areas. The map is divided into four quadrants labeled A, B, C, and D. The map is titled "Travis County Roadways, Map D".

Map D is a map of Travis County, Texas, showing the locations of all incorporated municipalities and unincorporated areas. The map is divided into four quadrants labeled A, B, C, and D. The map is titled "Travis County Roadways, Map D".

WS # \_\_\_\_\_

VS # ~~4~~ 3

**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

Work Session \_\_\_\_\_

Voting Session 09/09/08

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

B. Requested Text:

**Approve setting a Public Hearing on September, 30 2008 to receive comments regarding a request to authorize the filing of an instrument to vacate a 5' public utility & drainage easement located along rear lot line of Lot 15, Block C of Valle Verde Beach Subdivision – a subdivision in Travis County, Precinct 3.**

C. Approved by: \_\_\_\_\_  
Commissioner Gerald Dougherty, Precinct Three

II. A. Is backup material attached\*: Yes X No \_\_\_\_\_

\*Any backup material to be presented to the court must be submitted with this Agenda Request - 1 original and 8 copies

B. Have the agencies affected by this request been invited to attend?  
Yes X No \_\_\_\_\_ Please list those contacted and their phone number

AD  
v/ko  
John Hille - 854-9415 Austin American-Statesman  
Anna Bowlin - 854-9383 Joe Arriaga - 854-9383  
Don Grigsby - 854-9383

III. PERSONNEL

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

IV. BUDGET REQUESTS

If your request involves any of the following please check appropriately:

\_\_\_ Additional funding for your department

\_\_\_ Transfer of funds within your department budget

\_\_\_ A change in your department's personnel

The County Personnel (473-9165) and/or the Budget and Research Office (473-9171) must be notified prior to submission of this agenda request.

**AGENDA REQUEST DEADLINES**

All Agenda Requests and supporting materials must be submitted to the County Judge's Office in writing by 5:00 p.m. on Tuesdays for the next week's meeting.



**TRANSPORTATION AND NATURAL RESOURCES**

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER


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

MEMORANDUM

DATE: August 27, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director Development Services

SUBJECT: Approve setting a Public Hearing on September, 30 2008 to receive comments regarding a request to authorize the filing of an instrument to vacate a 5' public utility & drainage easement located along rear lot line of Lot 15, Block C of Valle Verde Beach Subdivision a subdivision in Travis County, Precinct 3.

**Summary and Staff Recommendation:**

TNR has received a request from the property owner to vacate a 5' public utility & drainage easements located along the rear lot line of Lot 15, Block C of Valle Verde Beach Subdivision. Lot 15 fronts on Beach Road, a street maintained by Travis County. The purpose for this vacation is so that the lot owner can construct a concrete slab around a proposed pool. The slab would encroach on the subject easement if the easement was not vacated.

In regards to the drainage easements, Registered Professional Engineer, Curtis E. Morriss, has inspected the subject property. Based on his investigation, he states, "In my professional opinion, there is no need for the drainage easement in question. There are currently no concentrated flows either entering the easement from an adjacent lot nor are concentrated flows being conveyed within the easement to another lot. Further, I anticipate no future drainage needs for this easement as all runoff should be conveyed directly into Lake Travis rather than parallel to it."

In regards to the public utility easements, utility companies known to be serving the area have signed off on the vacation of the public utility easement. TNR recommends the vacation of the public utility and drainage easement as described in the attached Order of Vacation and as shown on the attached field notes and sketch.

**Budgetary and Fiscal Impact:**

None.

Page 2

August 27, 2008

**Issues and Opportunities:**

Travis County has no need for the easement and would not benefit from vacating or not vacating them. Travis County has relied on the utility companies and the reviewing Engineer to decide if the public utility and drainage easements need to be retained for the surrounding property owners.

**Required Authorizations:**

All known utility companies operating in the area have approved the vacation of the public utility easement. A Registered Professional Engineer has stated that the vacation of the drainage easement will not present any problem to the public in the future.

**Exhibits:**

Order of Vacation  
Letter of Request  
Field Notes and Sketch  
Engineer's letter  
Utility sign-off letters  
Location Maps

PS:AB:ps

1105 Beach Road

08-DE PUE-02

**ORDER OF VACATION**

**STATE OF TEXAS            §**

**COUNTY OF TRAVIS       §**

WHEREAS, the property owner requests the vacation of a 5' public utility & drainage easement located along the rear lot line of Lot 15, Block C of Valle Verde Beach Subdivision, as recorded in Volume 16, Page 14, of the Plat Records of Travis County, Texas, so that the proposed concrete patio is not encroaching on the subject easement; and

WHEREAS, the utility companies serving the area have indicated that they have no need for the 5' public utility easement requested to be vacated as described in the attached field notes and sketch; and

WHEREAS, a Professional Engineer, in his judgment, has recommended the vacation of the 5' drainage easement; and

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the 5' public utility & drainage easement as described in the attached field notes and sketch; and

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on September 30, 2008 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the 5' public utility & drainage easement located along the rear lot line of Lot 15 of Valle Verde Beach Subdivision, as shown on the attached sketch and described in the attached field notes, is hereby vacated.

ORDERED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS  
PRECINCT ONE

COMMISSIONER SARAH ECKHARDT  
PRECINCT TWO

COMMISSIONER GERALD DAUGHERTY  
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ  
PRECINCT FOUR



July 9, 2008

Dear Travis County,

This letter is in coordination with the application submitted for the easement release at the property 10800 Beach Rd., Leander, TX. 78641. Legal Description of property known as Lot 15, Block C of Valle Verde Beach Subdivision. We are requesting the easement be vacated in order to finalize and receive a permit on the pool construction. We'd like to stress that the pool was not built over the easement we are requesting to be vacated, only the decking/cement area. Per the attached letter from Pedernales Electric, they have approved the release of the easement. Outlined below is the representative you may contact in regards to this request.

Please don't hesitate to call us if you need additional information.

Thank You,

A handwritten signature in black ink, appearing to read 'Angela Jimenez', is written over a faint circular stamp.

Angela Jimenez  
Office Coordinator  
Cody Pools  
Direct : (512) 835-4966

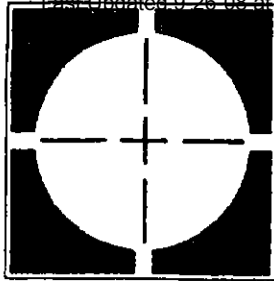
**Austin - Corporate**  
300 Parmer Lane  
Austin TX, 78727  
(512) 835-4966 Office  
(512) 835-8059 Fax

**Buda/Kyle**  
15300 S. IH-35, #400  
Buda TX, 78610  
(512) 312-3973 Office  
(512) 312-2309 Fax

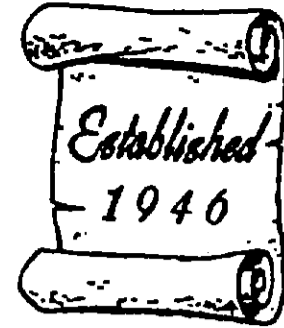
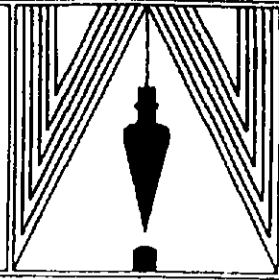
**Georgetown/Killeen**  
5115 S. IH35  
Georgetown TX, 78626  
(512) 948-0036 Office  
(512) 930-0600 Fax

**Lakeway/Bee Caves**  
12307 Hwy. 71  
Austin TX, 78738  
(512) 835-6541 Office  
(512) 263-0029 Fax

**San Antonio**  
19422 US Hwy 281 N., #101  
San Antonio TX, 78259  
(210) 249-9129 Office  
(210) 835-5555 Fax



**WATSON SURVEYING**  
9501 CAPITAL OF TEXAS HWY.  
SUITE 303 AUSTIN, TX 78759  
346-8566 FAX 346-8568



FIELD NOTES FOR 447 SQUARE FEET OF LAND OUT OF LOT 15, BLOCK C, VALLE VERDE BEACH SUBDIVISION, A SUBDIVISION RECORDED IN BOOK 16, PAGE 14, PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SAID 447 SQUARE FEET BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the southwest corner of said Lot 15, also the northwest corner of Lot 16, for the southwest corner hereof;

THENCE N18°59'00"E 89.27 feet with the west line of said Lot 15 to its northwest corner, also southwest corner of Lot 14, for the northwest corner hereof;

THENCE S70°14'00"E 5.00 feet with the north line of said Lot 15 to a calculated point in said line, for the northeast corner hereof;

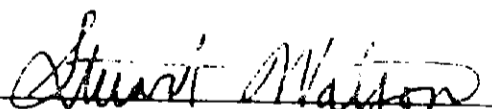
THENCE S18°59'00"W 89.51 feet through said Lot 15, parallel to and maintaining a distance of 5.00 feet from the west line of Lot 15, to a calculated point in the south line of Lot 15, for the southeast corner hereof;

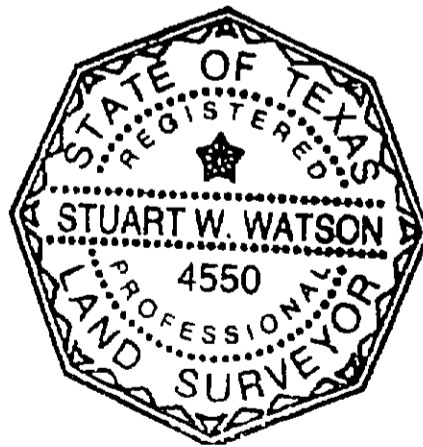
THENCE N67°40'00"W 5.01 feet with the south line of Lot 15 to the POINT OF BEGINNING, containing 447 square feet of land, more or less.

All bearings are record  
Bearing basis is plat (16/14)

See accompanying sketch for more information

Field notes prepared 4 August 2008 by:

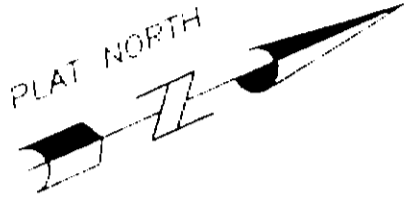
  
Stuart Watson, RPLS 4550





SKETCH TO ACCOMPANY FIELD NOTES FOR 447 SQUARE FEET OUT OF LOT 15,  
BLOCK C, VALLE VERDE BEACH SUBDIVISION, A SUBDIVISION RECORDED IN  
VOL. 16, PAGE 14, PLAT RECORDS OF TRAVIS COUNTY, TEXAS

LOCAL ADDRESS:  
10800 BEACH ROAD



SCALE: 1" = 30'

BEARING BASIS IS FROM PLAT

ALL COURSES ARE RECORD, UNLESS OTHERWISE NOTED

LEGEND

- 1/2" STEEL PIN FOUND
- 1/2" STEEL PIN FOUND W/CAP
- ⊙ 1/2" STEEL PIN SET W/CAP
- ⊕ 60D NAIL FOUND
- ⊕ RED FLAG FOUND
- B- BUILDING SETBACK LINE
- U.E. UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- - - FENCE
- - - OVERHEAD UTILITIES
- ( ) RECORD INFORMATION



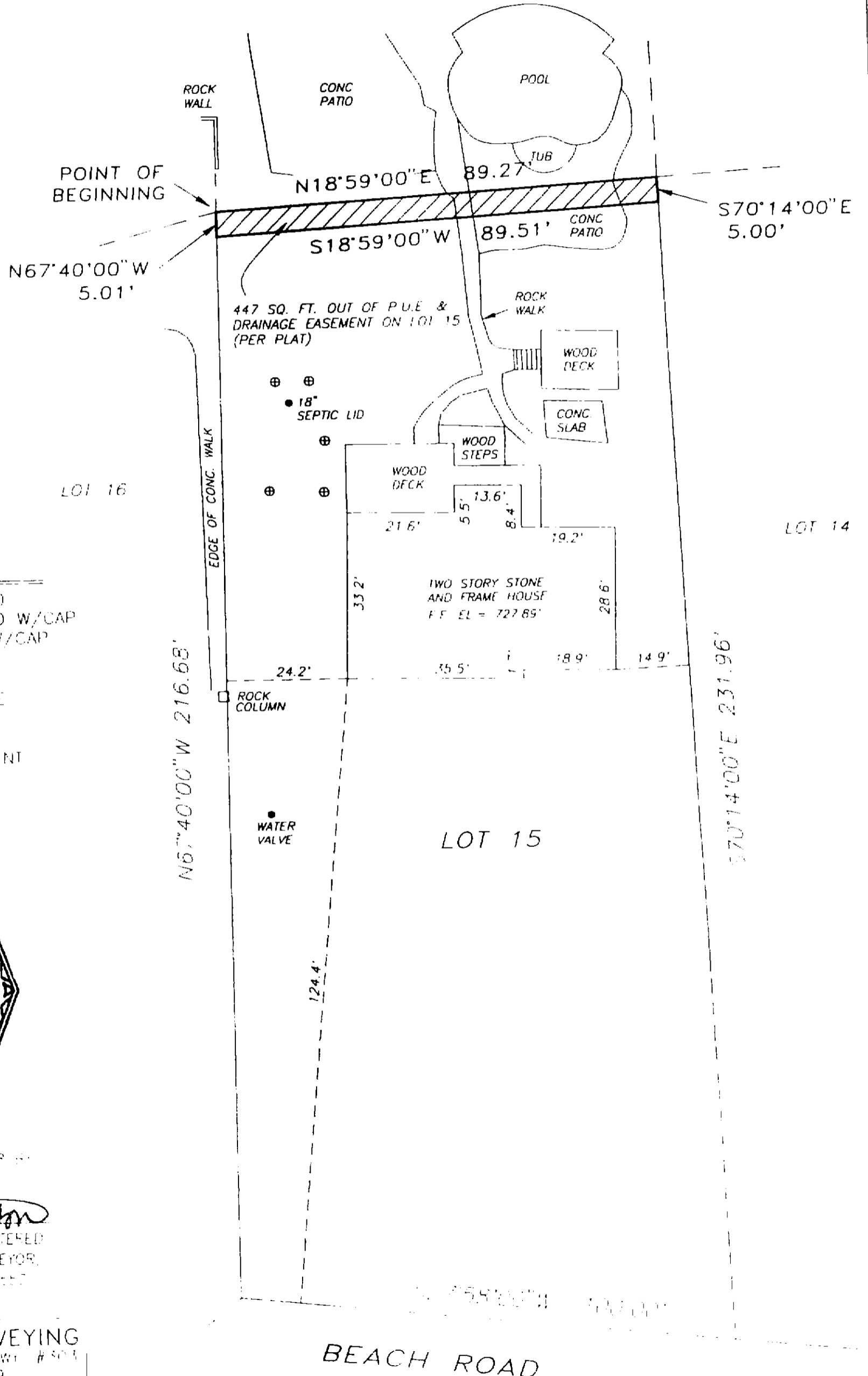
PREPARED AND DRAWN BY

*Stuart Watson*

STUART W. WATSON, REGISTERED  
PROFESSIONAL LAND SURVEYOR,  
TEXAS LICENSE NUMBER 4550



WATSON SURVEYING  
9501 CAP OF THE HWY #501  
AUSTIN, TEXAS 78750  
PHONE (512) 891-8888



BEACH ROAD

August 4, 2008

Mr. Dave Dawson  
10800 Beach Road  
Leander, Texas 78641

Re: Drainage Easement Vacation  
Lot 15, Block C  
Valle Verde Subdivision  
Volume 16, Page 14 TCPR

Dear Mr. Dawson,

This letter is written in regards to the existing 5' P.U.E. and Drainage Easement which is located at the rear of the your residential lot referenced above and adjacent to your second tract (0.347 acres out of the Samuel Hayford Survey No. 53) which is an otherwise inaccessible tract extending your property to the centerline of the Sandy Creek arm of Lake Travis. Per our meeting on-site, you are in the process of having this particular 5' P.U.E. and Drainage Easement vacated. You have already begun the process with all utility providers having jurisdiction in your area to verify that there are currently no public utilities within the easement and that there are no plans to place utilities within the easement. This letter is written to address the "Drainage" issues relating to this easement.

The legal lot which contains the 5' drainage easement in question (Lot 15, Blk. C, Valle Verde Subdivision) has frontage on the Sandy Creek arm of Lake Travis with the 716' contour associated with Lake Travis running approximately parallel to and approximately 45' uphill from the rear lot line. This places the rear of your legal lot, and the 5' drainage easement in question, below the 716' contour of Lake Travis. Your second tract simply extends your acreage further downslope (west) all the way to the centerline of the Sandy Creek arm of Lake Travis. The easement in question runs north and south parallel to the existing topography (and parallel to the lake). There are neither storm sewer culverts nor a ditch of any description within this easement; storm water runoff from your residential lot runs straight downhill as either sheet or shallow concentrated flow directly across (rather than within) the easement in question to your second tract and thence directly into Lake Travis.

It is neither desirable nor even feasible to use the drainage easement in question to convey storm water within the easement. First, it is too narrow to actually contain any kind of conveyance structure (whether it is an underground culvert or an open channel). Typically, Travis County requires a minimum easement width of 15' for storm sewer and 25' for any kind of open channels. Second, all runoff in this area is being conveyed directly to the lake rather than either north or south parallel to it. Neither of the neighboring lots (Lot 14 to the north nor Lot 16 to the south) show evidence of any kind of ditch or other drainage conveyance which could discharge water to, or receive water from, the easement in question.

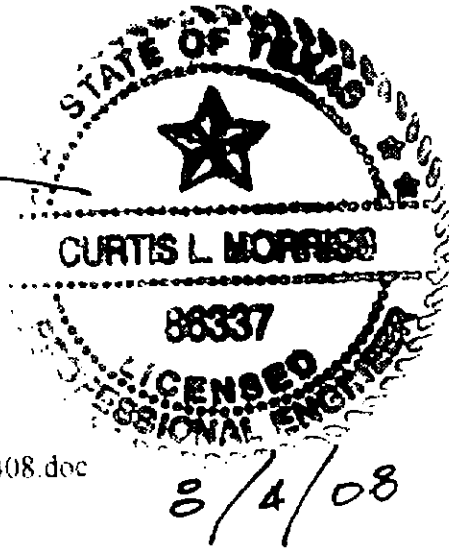
In my professional opinion, there is no need for the drainage easement in question. There are currently no concentrated flows either entering the easement from an adjacent lot nor are concentrated flows being conveyed within the easement to another lot. Further, I anticipate no future drainage needs for this easement as all runoff should be conveyed directly into Lake Travis rather than parallel to it.

I hope that this letter addresses any drainage questions which may arise concerning this drainage easement. Should you have any further questions or comment, please call.

Respectfully,



Curtis L. Morriss, P.E.



N:\1836-5-001 (Dave Dawson)-drainage easement 080408.doc

**RELEASE OF EASEMENT**

STATE OF TEXAS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

WHEREAS, Lake Travis Development Group, LLC, as previous owners of all lots in Valle Verde Beach, a subdivision in Travis County, Texas according to the map or plat thereof, heretofore granted certain easements to Pedernales Electric Cooperative, Inc., a corporation for public utility purposes covering property situated within Valle Verde Beach Subdivision, said easement being recorded in Volume 16, Page 14 of the Plat Records of Travis County, Texas, and;

WHEREAS, said dedicated easements referred to herein above include and are comprised in part by a strip of land five feet in width along the lot lines of all lots within Valle Verde Beach Subdivision, in Travis County, Texas; and,

WHEREAS, David P. Dawson and Amy R. Dawson, as current owners of Lot 15, Block C, Tracts 1 and 2 in Valle Verde Beach Subdivision, desire that the said five foot public utility easement along the common boundary line of Lot 15, Block C, Tracts 1 and 2 in Valle Verde Beach Subdivision, be abandoned and released in full; and

WHEREAS, Pedernales Electric Cooperative, Inc. provides electric service to the aforementioned area and will continue to have an adequate easement to said property;

NOW, THEREFORE, be it known that Pedernales Electric Cooperative, Inc., a corporation whose post office address is Johnson City, Texas, for and in consideration of One Dollar (\$1.00), does hereby release the said five foot public utility easement along the common boundary line of Lot 15, Block C, Tracts 1 and 2 in Valle Verde Beach Subdivision, in Travis County, Texas, and referred to hereinabove.

EXECUTED: June 24, 2008

PEDERNALES ELECTRIC COOPERATIVE, INC.

*[Handwritten signature]*



**STATE OF TEXAS  
COUNTY OF TRAVIS**

**RELEASE OF EASEMENT**

**WHEREAS, the plat of Lot 15, Block C, Valle Verde Beach, Leander, Texas, a subdivision in the County of Travis, of record in Volume 16, Page 14, of the Plat Records of Travis County, Texas, and said plat record reflects a five foot public utility and drainage easement between Tract 1 and Tract 2 of the lot of said subdivision for the installation of public utilities and drainage; AND**

**WHEREAS, all utilities are in place within other dedicated easements on said lots and no further need exists for the above easements as reflected on said plat:**

**NOW, THEREFORE, in consideration of the premises and in order to adjust because of proposed encroachment upon these easements, the undersigned do hereby abandon all right, title and interest in and to these easements, as described, in the above addressed lots in said subdivision.**

EXECUTED this 5th day of August, 2008.

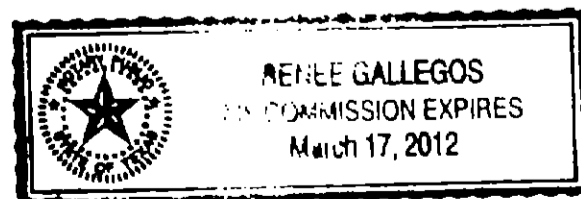
*Laurie Schumpert*  
**Laurie Schumpert, Designer  
Time Warner Cable**

**BEFORE ME, the undersigned authority, on this day personally appeared Laurie Schumpert, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and consideration therein expressed, as the act and deed for Time Warner Cable, and in the capacity therein stated.**

**GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 5th day of August, 2008.**

*Renee Gallegos*  
**Notary Public, State of Texas**

My commission expires: 3/17/08



RELEASE OF EASEMENT

STATE OF TEXAS X  
COUNTY OF TRAVIS X

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, David and Amy Dawson, or the previous owner of lot 15, Tract 1 and Tract 2, located within that tract of land known as Vale Verde Subdivision, a subdivision in Travis County, Texas according to the map or plat thereof, heretofore granted certain easements, as evidenced by the Plat Records of Travis County, Texas, to Jonestown Water Supply Corporation, a Corporation for public utility purposes covering property situated within Vale Verde Subdivision, said easements being set recorded in Volume 16, Page 14, of the Plat Records of Travis County, Texas; and

WHEREAS, said dedicated easements referred to hereinabove include and are comprised in part by a strip of land five (5) feet in width along the side lot lines of all lots in Vale Verde Subdivision in Travis County, Texas; and

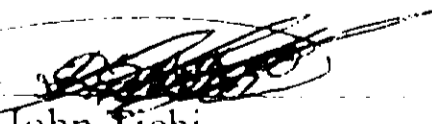
WHEREAS, David and Amy Dawson, as current owners of lot 15, Tract 1 and Tract 2 of Val Verde Subdivision, desires that the said five (5) foot public utility easements along the common lot line of lot 15, Tract 1 and Tract 2, of Val Verde Subdivision, as described in the survey field notes for said property, be released in full; and

WHEREAS, Jonestown Water Supply Corporation provides water service to the aforementioned area and will continue to have an adequate easement to said property;

NOW THEREFORE, be it known that JONESTOWN WATER SUPPLY CORPORATION, a corporation whose post office address is P.O. Box 5096, Jonestown, Texas 78645, for and in consideration of Fifty Dollars (\$50.00) does hereby release said five (5) foot public utility easements along the common lot line of lot 15, Tract 1 and Tract 2, of Val Verde Subdivision, as described in the survey field notes for said properties, in Travis County, Texas as referred to hereinabove.

EXECUTED THIS 6TH DAY OF August, A.D., 2008.

JONESTOWN WATER SUPPLY CORPORATION

BY:   
John Fichi  
General Manager

THE STATE OF TEXAS    X  
   X  
COUNTY OF TRAVIS    X

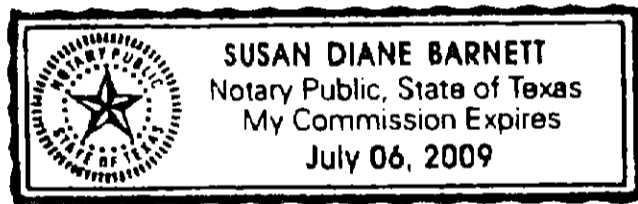
BEFORE ME, the undersigned authority, on this day personally appeared John Tichi, General Manager of the Jonestown Water Supply Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 6th DAY  
OF AUGUST, A.D. 2008.

Susan Barnett  
Susan Barnett

NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS.

SEAL:



**STATE OF TEXAS  
COUNTY OF TRAVIS**

**RELEASE OF EASEMENT**

WHEREAS, the plat of Valle Verde, Leander, Texas, a subdivision in the County of Travis, of record in Volume 16, Page 14, of the Plat Records of Travis County, Texas, and said record reflects a 5 foot PUE on the common property lines of Tract 1, Lot 15, Block C and Tract 2, of said subdivision, of record in Document 2005151653, Property Records of Travis County, Texas, and as applicant requests the release of said easement on said property, said property located at 10800 Beach Road, AND:

WHEREAS, all utilities are in place within other dedicated easements, and no further need exists for the above easement as reflected on said plat:

NOW, THEREFORE, in consideration of the premises and in order to adjust because of proposed encroachment upon this easement, the undersigned do hereby abandon all right, title and interest in and to this easement, as described, on the above addressed property, in said subdivision.

EXECUTED this 4 day of August, 2008

  
MGR.-ENG. DESIGN

SOUTHWESTERN BELL TELEPHONE, L.P., a Texas limited partnership,  
d/b/a AT&T Texas

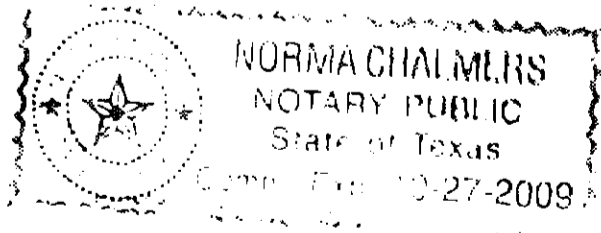
By: SBC TEXAS, L.L.C.,  
a Delaware limited liability company,  
its general partner

BEFORE ME, the undersigned authority, on this day personally appeared Anthony Michetich, Manager-Engineering Design, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration there expressed, as the act and deed of **SOUTHWESTERN BELL TELEPHONE COMPANY** and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 7<sup>th</sup> day of August, 2008

  
Notary Public, State of Texas

My commission expires 10-27-2009





REFERENCE  
STREET ADDRESS  
TRACT

281  
0200 BEACH ROAD

REFERENCE NAME

DAWSON AND AMY RE DAWSON

LAKE TRAVIS BEACH SUBDIV

PAGE

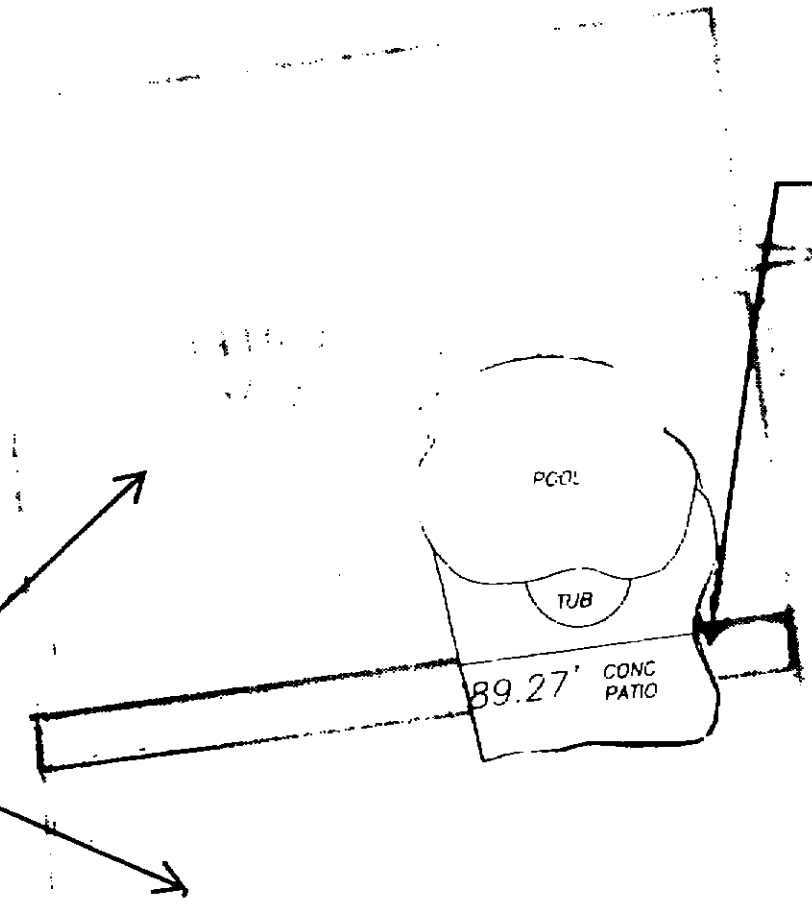
4

33 TRACT NO.

David and Amy Dawson own both lots described on this survey. Tract 2 is a backyard lot that intersects with Lake Travis and cannot be accessed via road or other easement (e.g. it will never be used for construction/building).

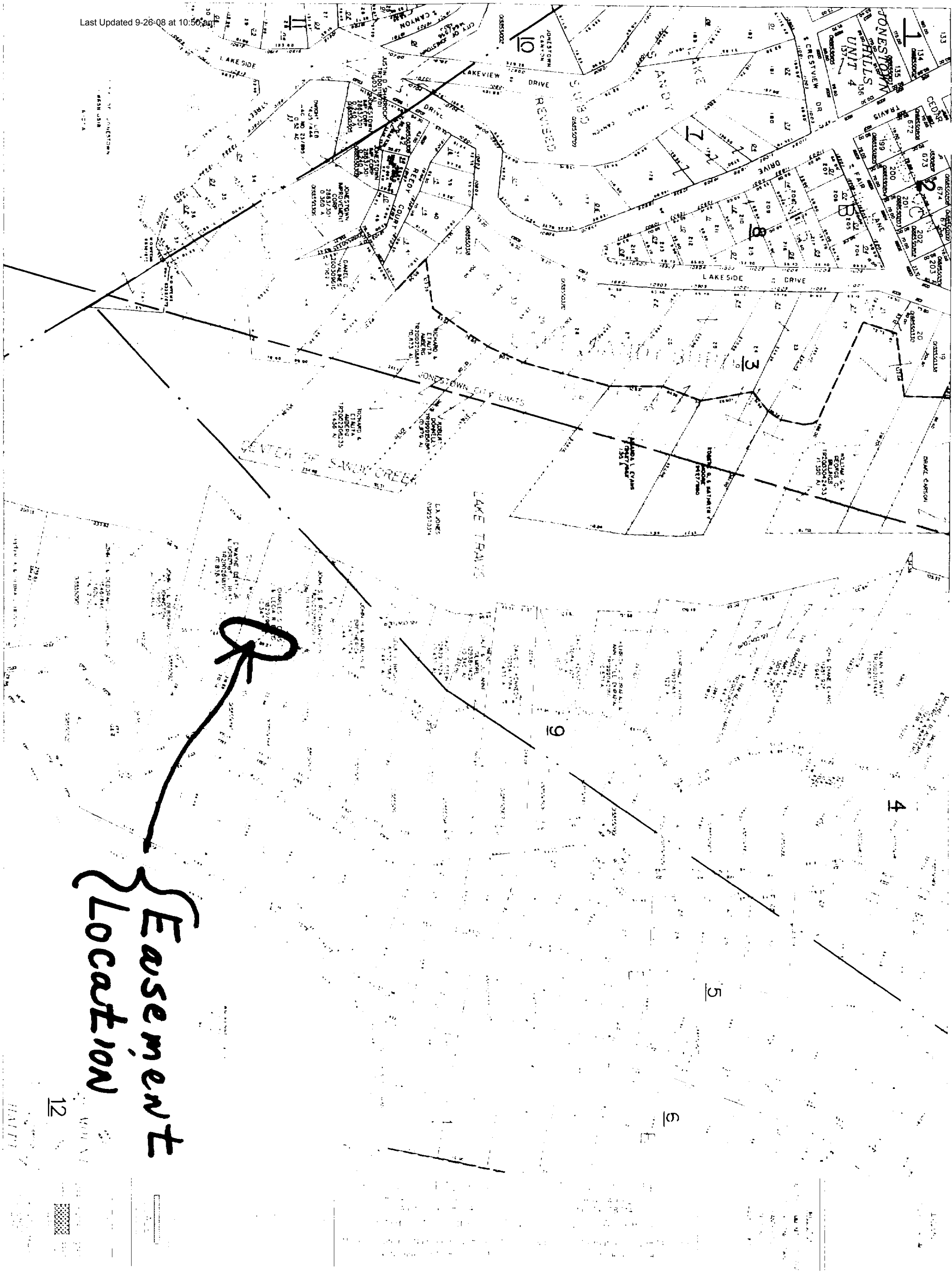
The Dawson's would like to install a patio in their back yard in an area that spans the PUE between the two lots. They request a vacation of the PUE that borders the two properties.

LEGEND



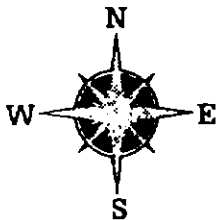
Request vacation of this portion of Public Utility Easement

DAWSON AND AMY RE DAWSON  
 0200 BEACH ROAD  
 LAKE TRAVIS BEACH SUBDIV  
 33 TRACT NO.

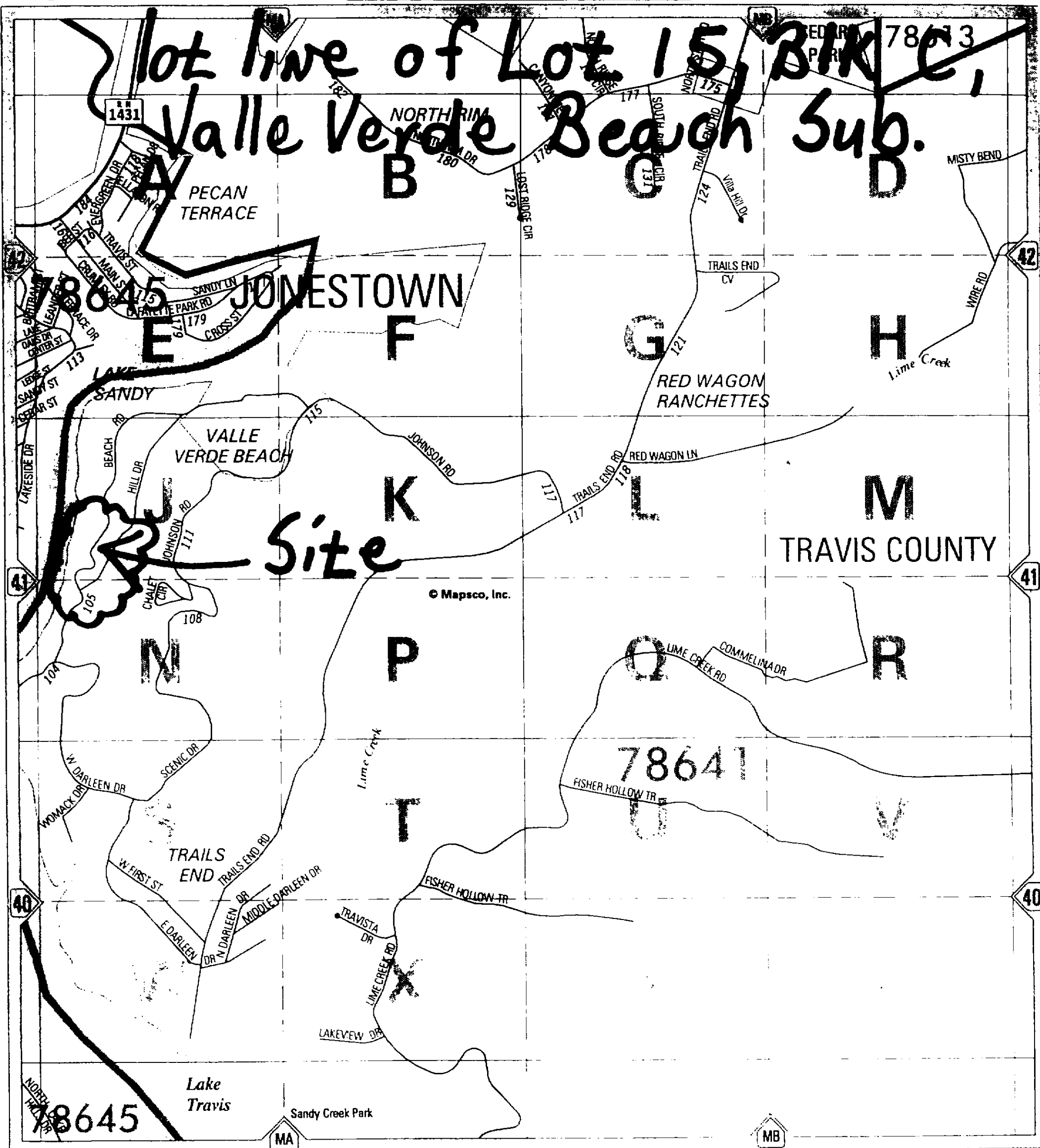


**Easement  
Location**

Vacate a 5' RULINE  
Located along the rear



SECTION MAP 371



CONTINUED ON MAP 400

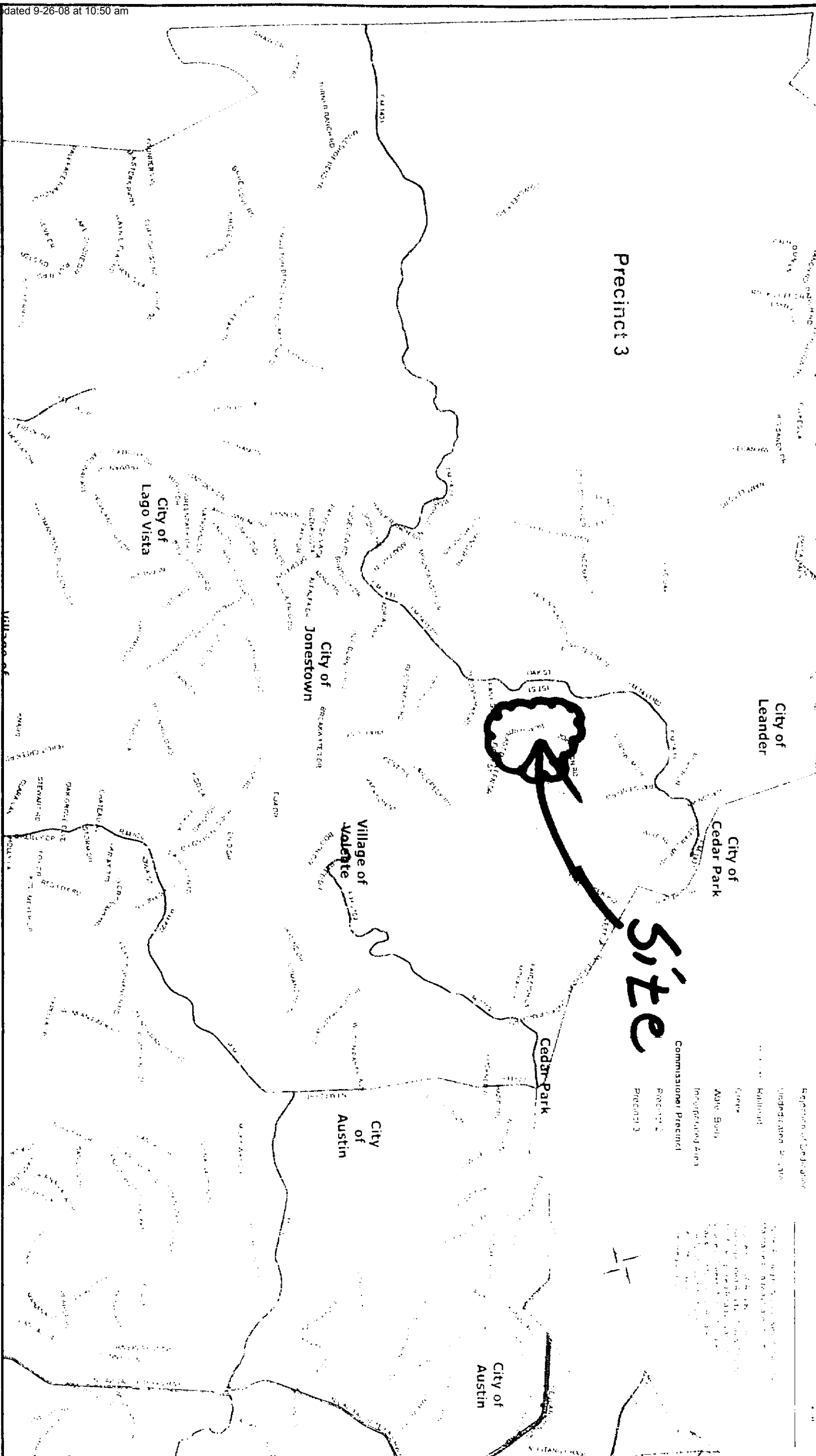
CONTINUED ON MAP 431

CONTINUED ON MAP 402



COPYRIGHT 1993, 2006 by MAPSCO INC - ALL RIGHTS RESERVED

**Lots 5, BIK C, Valle Verde Beach Sub  
 Vacate a 5' PUE/DE along  
 the rear lot line.**

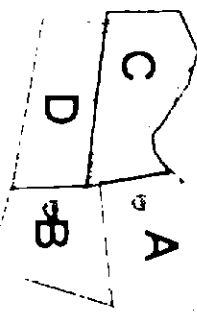


Precinct 3

**Site**

**Legend**

- Roadway Type
- State Maintained
- Incorporated
- Travis County Maintained
- Not Maintained
- City
- Region of Cooperation
- Undeveloped Private
- Railroad
- Green
- Water Body
- Incorporated Area
- Commissioner Precinct
- Precinct 2
- Precinct 3



Travis County Location Map

Map Disclaimer: This map was created for the Travis County Sign Crew for identifying Travis County's maintained roadways. The data is provided as is with no warranties of any kind. For questions, contact the Travis County GIS Coordinator at 512.854.9383.

Test Scale: 1 inch = 1 mile

**Travis County Roadways, Map C**

Map prepared by: [illegible]  
 Date: [illegible]  
 Scale: [illegible]

WS # \_\_\_\_\_

VS # ~~05~~ 4

**TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST**

Work Session \_\_\_\_\_

Voting Session 09/09/08

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

B. Requested Text:

**Approve setting a Public Hearing on September 30, 2008 to receive comments regarding a request to authorize the filing of an instrument to vacate a 22 square foot portion of a public utility easement located along the northwest lot line of Lot 295 of Apache Shores, 1<sup>st</sup> Installment – a subdivision in Travis County, Precinct 3.**

C. Approved by: \_\_\_\_\_  
Commissioner Gerald Daugherty, Precinct Three

II. A. Is backup material attached\*: Yes X No \_\_\_\_\_  
\*Any backup material to be presented to the court must be submitted with this Agenda Request 1 original and 8 copies

B. Have the agencies affected by this request been invited to attend?  
Yes X No \_\_\_\_\_ Please list those contacted and their phone number

John Hille - 854-9415 Austin American-Statesman  
Anna Bowlin - 854-9383 Joe Arriaga - 854-9383

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

IV. BUDGET REQUESTS  
If your request involves any of the following please check appropriately:

- Additional funding for your department
- Transfer of funds within your department budget
- A change in your department's personnel

The County Personnel (473-9165) and/or the Budget and Research Office (473-9171) must be notified prior to submission of this agenda request.

**AGENDA REQUEST DEADLINES**

All Agenda Requests and supporting materials must be submitted to the County Judge's Office in writing by 5:00 p.m. on Tuesdays for the next week's meeting.



**TRANSPORTATION AND NATURAL RESOURCES**

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER  
411 West 13th Street  
Executive Office Building  
P.O. Box 1748  
Austin, Texas 78767  
tel 512-854-9383  
fax 512-854-4649

**MEMORANDUM**

DATE: August 27, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: <sup>ATD</sup> Anna Bowlin, Division Director Development Services



SUBJECT: Approve setting a Public Hearing on September 30, 2008 to receive comments regarding a request to authorize the filing of an instrument to vacate a 22 square foot portion of a public utility easement located along the northwest lot line of Lot 295 of Apache Shores, 1<sup>st</sup> Installment a subdivision in Travis County, Precinct 3.

**Summary and Staff Recommendation:**

TNR has received a request to vacate a 22 square foot portion of a public utility easement (PUE) located along the northwest lot line of Lot 295 of Apache Shores, 1<sup>st</sup> Installment. Lot 295 fronts on Geronimo Trail, a street not considered maintained by Travis County. The purpose for this vacation is so that the already existing house is not encroaching on the PUE.

The utility companies operating in the area have stated that they have no objection to vacating this portion of the easement. TNR recommends the vacation as described in the attached Order of Vacation and as shown on the attached field notes and sketch.

**Budgetary and Fiscal Impact:**

None.

**Issues and Opportunities:**

Travis County has no need for this portion of the easement and would not benefit from vacating or not vacating. It has been the responsibility of the applicant to contact the utility companies operating in the area. Travis County has relied on the utility companies to decide if the portion of the easement needs to be retained for the surrounding property owners. At the time of the submittal TNR staff foresees no reason for opposition to this vacation.

Page 2  
August 27, 2008

**Required Authorizations:**

All responding utility companies known to be serving this area have stated that they have no need to retain the portion of the easement as described in the attached field notes and sketch.

Also, even though not an official requirement of Travis County, we have requested that the constituent contact their HOA in regards to this vacation. The constituent has stated that the HOA has no objections.

**Exhibits:**

Order of Vacation

Letter of Request

Field Notes and Sketch

Statements from utility companies (4)

Maps

PS:AB:ps

1105 Geronimo Trail

08-PLUE-07

**ORDER OF VACATION**

**STATE OF TEXAS           §**

**COUNTY OF TRAVIS       §**

WHEREAS, the property owner requests the vacation of a 22 square foot portion of a 5' public utility easement located along the northwest lot line of Lot 295 of Apache Shores, 1<sup>st</sup> Installment as recorded in Volume 43, Page 29 of the Plat Records of Travis County, Texas, so that the already existing house is not encroaching on the public utility easement; and

WHEREAS, utility providers serving the area have indicated that they have no need for the portion of the 5' public utility easement requested to be vacated as described in the attached field notes and sketch; and

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the portion of the 5' public utility easement as described in the attached field notes and sketch; and

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on September 30, 2008 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the 22 square foot portion of the 5' public utility easement located along the northwest lot line of Lot 295 within Apache Shores, 1<sup>st</sup> Installment, as shown on the attached sketch and described in the attached field notes, is hereby vacated.

ORDERED THIS THE                   DAY OF                   2008.

SAMUEL L. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS  
PRECINCT ONE

COMMISSIONER SARAH ECKHARDT  
PRECINCT TWO

COMMISSIONER GERALD DAUGHERTY  
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ  
PRECINCT FOUR



Luxor Custom Homes

1804 Koenig Ln

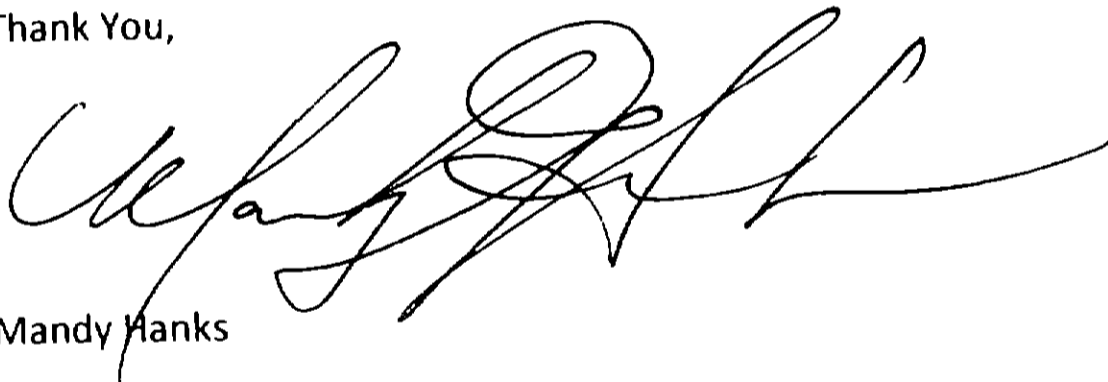
Austin TX 78756

512-215-4571

To Whom It May Concern:

In this application we are asking for a release of a 22 square foot portion of the PUE at 3025 Geronimo Trail, Austin Texas 78734 Lot 295, Apache Shores First Installment. We are requesting this release because the foundation and the roof of the residential structure is built overlapping the easement. It is only a small portion of the easement and should not pose any problem for the surrounding properties. We have included letters from all appropriate utility companies stating that the release of this portion of the easement will not interfere. Also included is a sketch and notes by a certified engineer with a complete description and drawing of the area to be released. Please address any questions or concerns to Mandy Hanks, Luxor Custom Homes (512)215-4571. Thank You.

Thank You,

A handwritten signature in black ink, appearing to read 'Mandy Hanks', written in a cursive style.

Mandy Hanks

Luxor Custom Homes

EXHIBIT "A"  
LEGAL DESCRIPTION

BEING 22 SQUARE FEET OF LAND SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, SAME BEING OUT OF LOT 295, APACHE SHORES FIRST INSTALLMENT, A SUBDIVISION RECORDED IN VOLUME 43 PAGE 29 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS. SAID 22 SQUARE FEET BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½" iron rebar found in the northeasterly right of way of Geronimo Trail, same being the southwest corner of the aforementioned Lot 295, same being the southeast corner of Lot 294 of said subdivision.

THENCE, with the common lot line of said Lot 295 and said Lot 294, N 42°40'18" E a distance of 20.14 feet to a calculated point;

THENCE, over and across said Lot 295, S 47°19'42" E a distance of 5.00 feet to a calculated point in the east line of a 5' wide Easement for Public Utilities and Drainage, said calculated point being the south corner and PLACE OF BEGINNING hereof;

THENCE over and across said Lot 295 and over and across said easement the following three (3) courses:

1. N 38°07'01" E a distance of 23.25 feet to a calculated point for the northwest corner hereof;
2. S 51°53'40" E a distance of 1.85 feet to a calculated point for the northeast corner hereof;
3. with the east line of said easement, S 42°40'18" W a distance of 23.33 feet to the PLACE OF BEGINNING hereof, containing a calculated area of 22 square feet, more or less.

THIS LEGAL DESCRIPTION IS TO BE USED WITH THE ATTACHED SURVEY PLAT ONLY.



Victor M. Garza, R.P.L.S. 4740

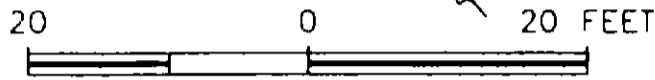
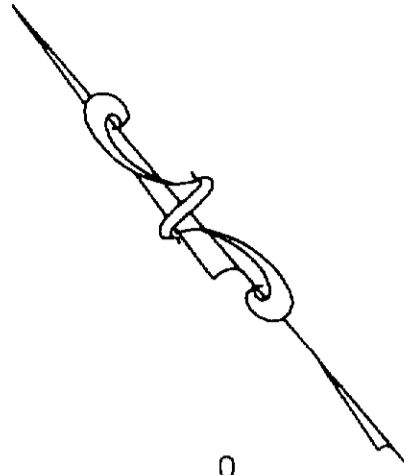
Dewey H. Burris & Associates, Inc.  
1404 W. North Loop Blvd.  
Austin, Texas 78756  
Phone (512) 458-6969  
Fax (512) 458-1129  
[www.burrisandassociates.biz](http://www.burrisandassociates.biz)



CITY OF AUSTIN GRID: WZ32

# SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION EASEMENT RELEASE

*Lake Apache*



## LEGEND

- 1/2" REBAR FOUND
- MAG NAIL SET
- B.L. BUILDING LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- ( ) RECORD INFORMATION
- C.M. CONTROL MONUMENT

*Lot 294*

**Lot 295**

*Lot 296*



**Dewey H. Burris & Associates, Inc.**  
Land Surveying Services

1404 West North Loop Blvd. 512\*458-6969  
Austin, Texas 78756 Fax 512\*458-9849



*[Signature]*  
TO THE LIENHOLDER AND / OR PRESENT OWNERS OF THE PREMISES SURVEYED

N 42°40'18" E 149.90'  
(N 42°36'00" E 149.96')

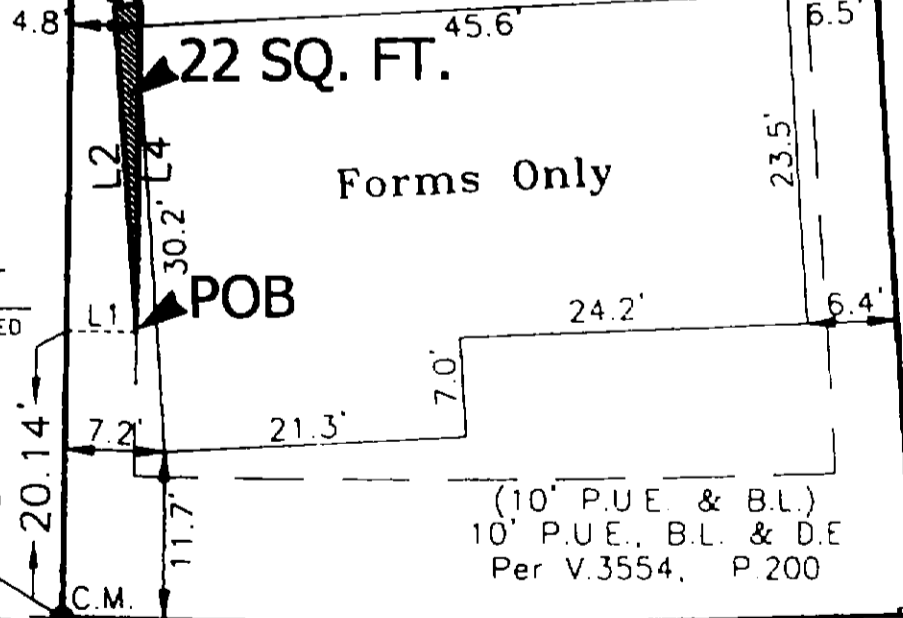
S 32°49'55" E 51.56'  
(S 33°01'00" E 51.41')

S 50°03'55" E 57.73'  
(S 50°15'00" E 57.56')

5' P.U.E., B.L. & D.E. Per V.3554, P.200

5' P.U.E., B.L. & D.E. Per V.3554, P.200

(S 38°18'00" W 135.33')  
S 38°25'13" W 135.31'



**BEARING BASIS**  
CH=N 45°15'00" W 60.00' (59.99')  
A=60.01' R=850.00'

(CH=N 49°33'00" W 59.99')  
CH=N 49°17'41" W 59.99'  
A=60.00' R=850.00'

LINE TABLE	
L1	S 47°19'42" E 5.00'
L2	N 38°07'01" E 23.25'
L3	S 51°53'40" E 1.85'
L4	S 42°40'18" W 23.33'

AUSTIN CITY GRID WZ32

## GERONIMO TRAIL

(50' Right-of-way Per Plat)

JOB # R0705908\_TA

SUBDIVISION <u>APACHE SHORES FIRST INSTALLMENT</u>			
LOT <u>295</u>	BLOCK _____	VOLUME <u>43</u>	PAGE <u>29</u>
COUNTY <u>TRAVIS</u>	STATE OF TEXAS	STREET ADDRESS <u>3025 GERONIMO TRAIL</u>	PLAT RECORDS _____
CITY <u>AUSTIN</u>	REFERENCE NAME <u>BETH HAGENDORF and VALERIE TAIT</u>		

R0404008-TA  
R0206707-TA



# TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GISELMAN, EXECUTIVE MANAGER

111 West 13th Street  
Executive Office Building  
PO Box 1748  
Austin, Texas 78767  
TEL: (512) 854-9383  
FAX: (512) 854-3659

## EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 3025 Geronimo Trl, Austin TX 78734 (address) and/or Lot 295, Apache Shores First Installment (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement, your prompt reply is requested.

### STATEMENT

We do not have need for an easement on the property as described in the accompanying document

We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached

**Travis County WCID #17  
3812 Eck Lane  
Austin, TX 78734**

*Deborah S. Gernes*

Signature

Deborah S. Gernes

Printed Name

General Manager

Title

Travis County WCID #17

Utility Company or District

8/6/08

Date

Please return this completed form to:

Mandy Hanks

Nexus Custom Homes

Address

City/State/Zip

STATE OF TEXAS  
COUNTY OF TRAVIS

PARTIAL RELEASE OF EASEMENT

WHEREAS, the plat of Apache Shores, First Installment, Austin, Texas, a subdivision in the County of Travis, of record in Volume 43, Page 29, of the Property Records of Travis County, Texas, and said record reflects a five (5) foot PUE and drainage easement on the Northwest side property line of Lot 295, of said subdivision, of record in Document 2007204440, of the Property Records of Travis County, Texas, and, and as applicant requests partial release of said easement on said property, affecting a specific 22 square foot area, beginning at a point 20.14 feet from the front property line, continuing Northeast a distance of 23.25 feet, then 1.85 feet Southeast, then 23.33 feet Southwest, to the point of beginning, said lot being located at 3025 Geronimo Trail, AND

WHEREAS, all utilities are in place within other dedicated easements, and no further need exists for the above part of said easement as reflected on said plat:

NOW, THEREFORE, in consideration of the premises and in order to adjust because of an existing encroachment upon this easement, the undersigned do hereby abandon all right, title and interest in and to this partial easement, as described, in the above addressed lot in said subdivision.

EXECUTED this 8 day of August, 2008

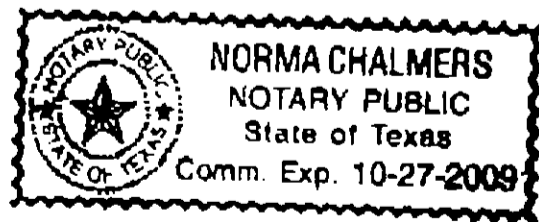
  
MGR.-ENG.DESIGN


SOUTHWESTERN BELL TELEPHONE, L.P., a Texas partnership,  
d/b/a AT&T Texas

By: SBC TEXAS, L.L.C.  
a Delaware limited liability company,  
its general partner

BEFORE ME, the undersigned authority, on this day personally appeared James Martin, Manager - Engineering Design, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration there expressed, as the act and deed of SOUTHWESTERN BELL TELEPHONE COMPANY and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 11<sup>th</sup> day of August, 2008



  
Notary Public, State of Texas

My commission expires 10-27-2009



STATE OF TEXAS  
COUNTY OF TRAVIS

RELEASE OF EASEMENT

WHEREAS, the plat of Lot 295, Apache Shores First Installment, Lakeway, Texas, a subdivision in the County of Travis, of record in Volume 43, Page 29, of the Plat Records of Travis County, Texas, and said plat record reflects a 22 square foot portion of the five foot public utility and drainage easement along the northeast lot line of said subdivision for the installation of public utilities and drainage; AND

WHEREAS, all utilities are in place within other dedicated easements on said lots and no further need exists for the above easements as reflected on said plat:

NOW, THEREFORE, in consideration of the premises and in order to adjust because of proposed encroachment upon these easements, the undersigned do hereby abandon all right, title and interest in and to these easements, as described, in the above addressed lots in said subdivision.

EXECUTED this 8<sup>th</sup> day of August, 2008.

Laurie Schumpert, Designer  
Time Warner Cable

BEFORE ME, the undersigned authority, on this day personally appeared Laurie Schumpert, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and consideration therein expressed, as the act and deed for Time Warner Cable, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 8<sup>th</sup> day of August, 2008.

Notary Public, State of Texas

My commission expires: 3/17/12





**City of Austin**

*Austin's Community-Owned Electric Utility*

[www.austinenergy.com](http://www.austinenergy.com)

---

Town Lake Center • 721 Barton Springs Road • Austin, Texas • 78704  
[kathy.strittmatter@austinenergy.com](mailto:kathy.strittmatter@austinenergy.com)

August 20, 2008

Ms. Mandy Hanks  
Luxor Custom Homes  
1804 Koenig Lane  
Austin, Texas 78756

RE: 3025 Geronimo Trail

Dear Ms. Hanks:

Enclosed please find the Easement Requirement Statement for Vacation of Property form for a portion of the public utility easement on Lot 295, Apache Shores First Installment, a subdivision in Travis County, Texas, according to the map or plat recorded in Volume 43, Page 29 of the Plat Records of Travis County, Texas.

If you have questions regarding this matter, I can be reached at 322-6410.

Sincerely,

A handwritten signature in black ink, appearing to read "Kathy Marie Strittmatter".

Kathy Marie Strittmatter  
South Supervisor  
Public Involvement/Real Estate Services

**TRANSPORTATION AND NATURAL RESOURCES**  
**JOSEPH P. GIESELMAN, EXECUTIVE MANAGER**

---

411 West 13<sup>th</sup> Street  
Executive Office Building, 11<sup>th</sup> Floor  
P.O. Box 1748  
Austin, Texas 78767  
(512) 473-9383  
FAX (512) 473-9436  
Engineering Services FAX (512) 708-4649

Case # 490M, WZ-32  
3025 Geronimo Trail

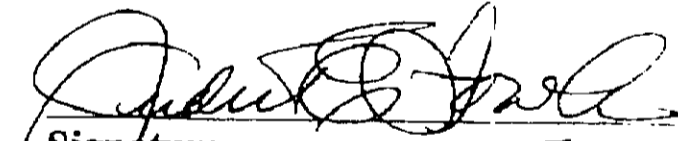
**EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY**

An application is being made to Travis County for the release of 22 square feet of land in the City of Austin being out of Lot 295, Apache Shores First Installment a Subdivision Recorded in Volume 43 Page 29 of the plat records of Travis County and as described on the enclosed drawing or document. An action of the Commissioner's Court of Travis County is pending your return of this statement; your prompt reply is requested.

**STATEMENT**

  X   We (Austin Energy) do not have need for an easement on the property described above and on the accompanying document.

       We (Austin Energy) do have a need for an easement on the property described above and on the accompanying document.

  
Signature  
JUDITH E. FOWLER  
Printed Name  
Process Manager  
Title  
Austin Energy  
Utility Company or District  
8-20-2008  
Date

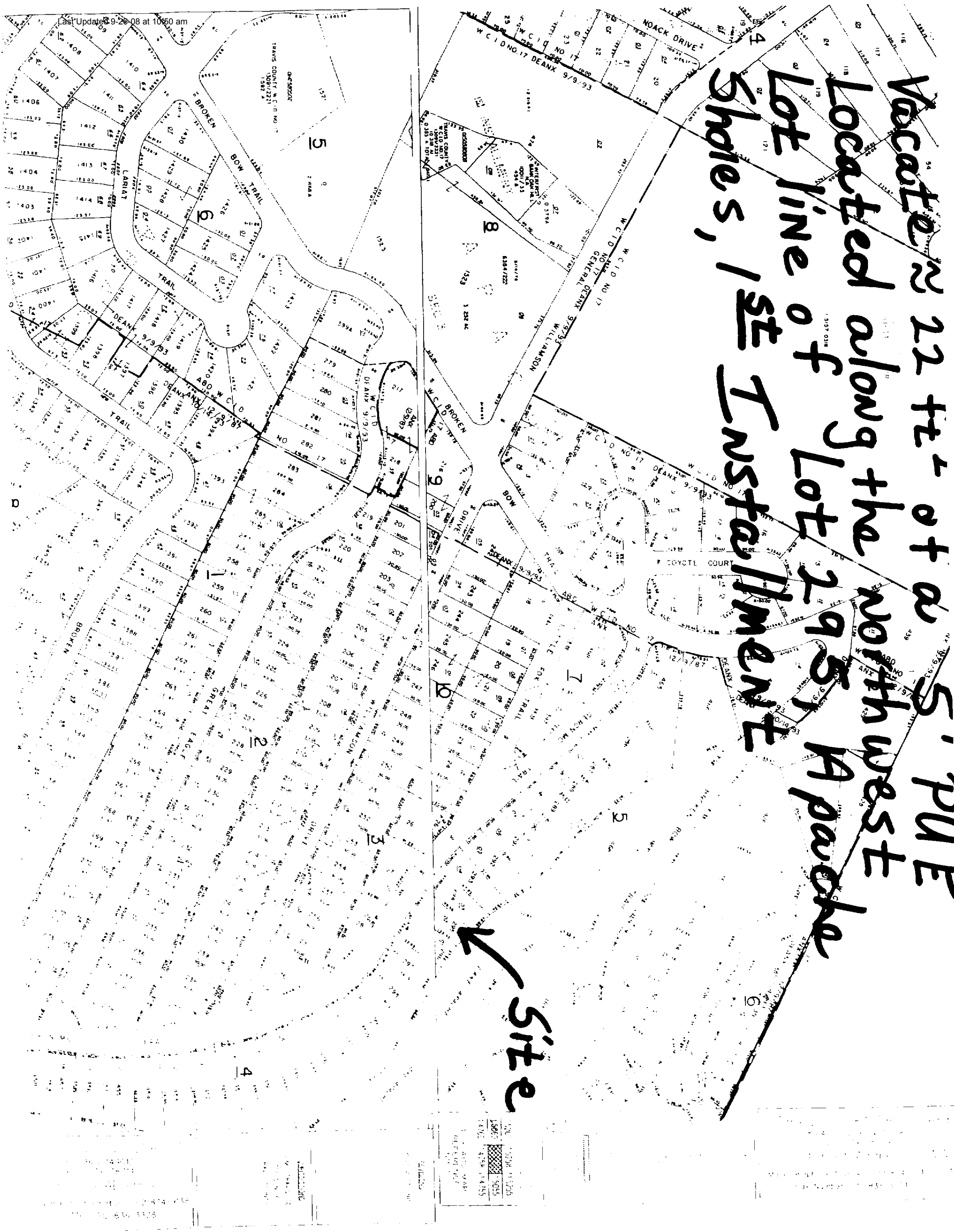
Please return this completed form to:

Mandy Hanks  
Luxor Custom Homes, Inc  
www.myluxorhome.com  
Phone: 512-215-4571



Vacate ~ 22 ft - of a S. PUE  
Located along the northwest  
lot line of Lot 295 Apache  
Shores, 1st Installation

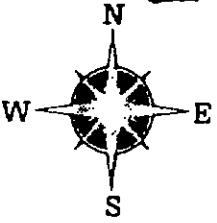
Site



1.5055
1.5055
1.5055

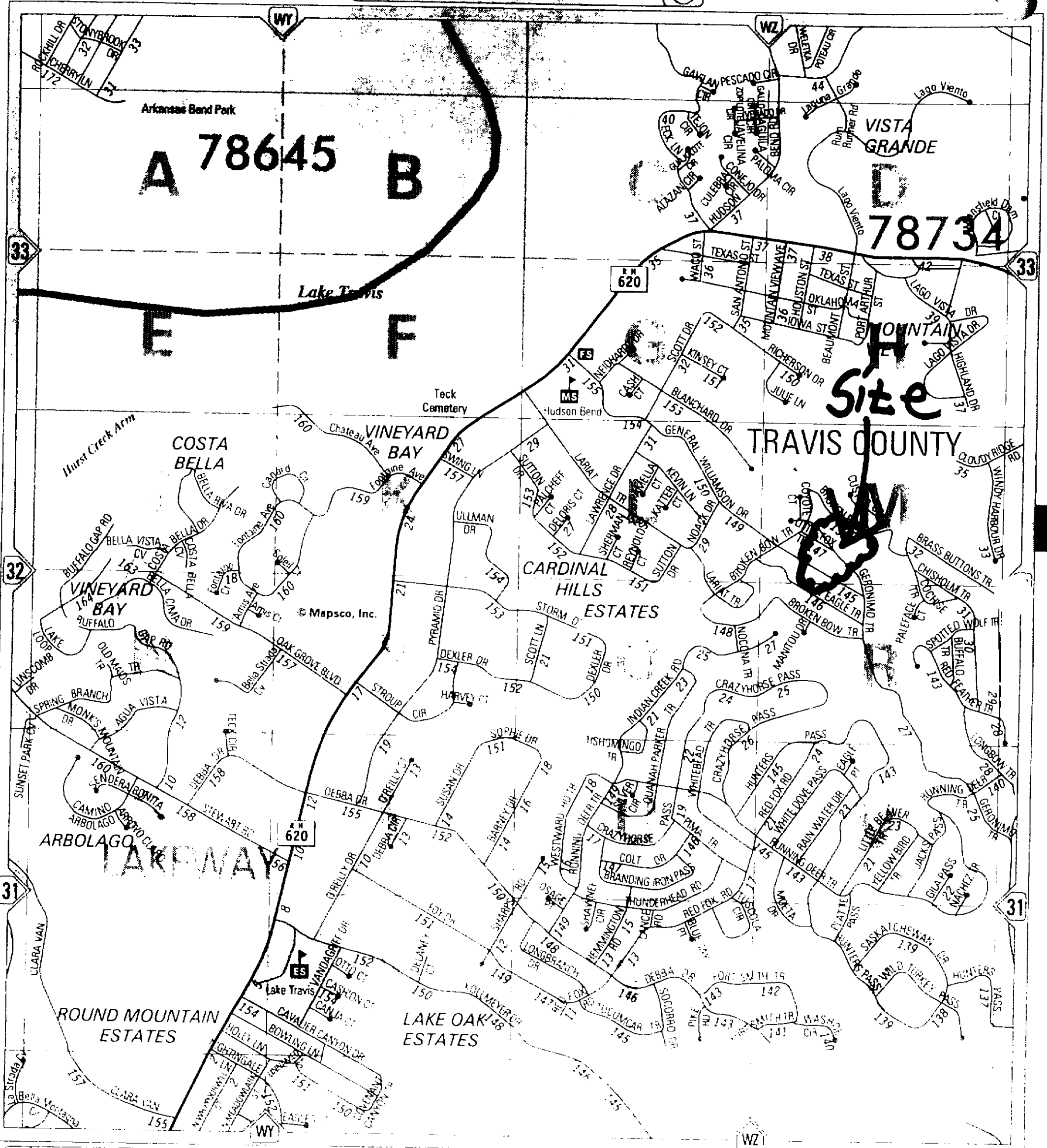
# PUE Vacation - Lot 295, Apache Shores, 1st Inst.

Last Updated 9-16-08 at 10:50 am



490

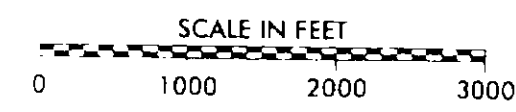
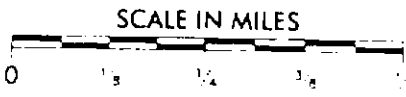
CONTINUED ON MAP 460



CONTINUED ON MAP 489

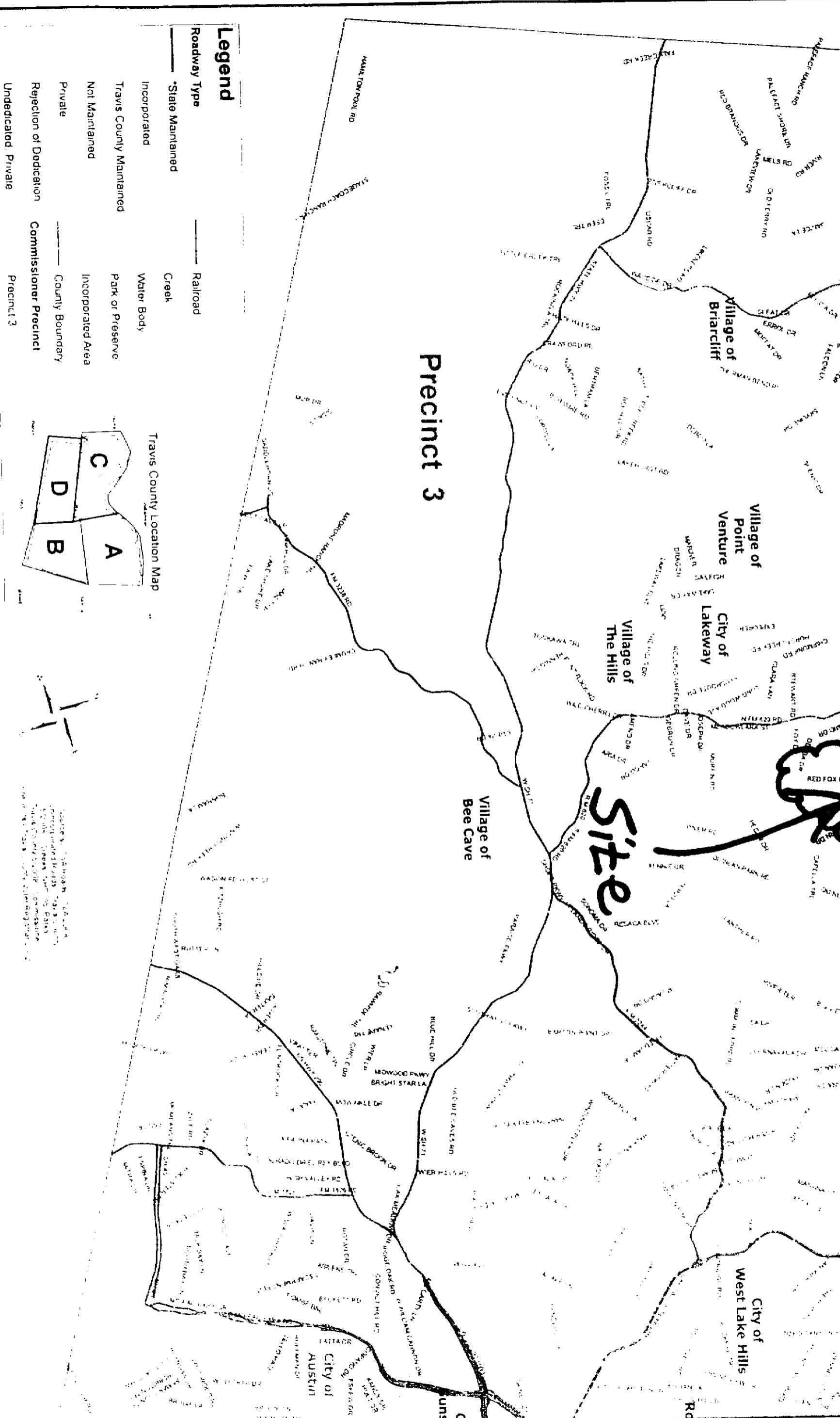
CONTINUED ON MAP 520

CONTINUED ON MAP 491



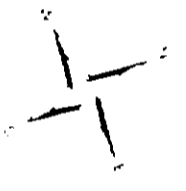
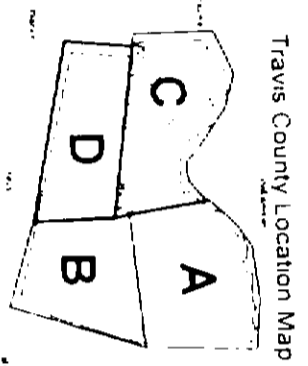
COPYRIGHT 1993, 2006 by MAPSCO INC - ALL RIGHTS RESERVED

Lot 175, HPOACH & SHORES, LINDSAY  
Vocante 222 of Bee Cave



**Legend**

<b>Roadway Type</b>	— Railroad
• State Maintained	Creek
Incorporated	Water Body
Travis County Maintained	Park or Preserve
Not Maintained	Incorporated Area
Private	County Boundary
Rejection of Dedication	Commissioner Precinct
Undedicated Private	Precinct 3



# Travis County Roadways, Map D

**Map Disclaimer:** This map was created for the Travis County Sign Law for identifying Travis County's maintained roadways. The data is provided as is with no warranties of any kind. For questions contact the Travis County GIS Coordinator at (512) 854-3263.

**Text Scale**  
1 inch equals 1,000 miles  
1 inch equals 6,300 feet

DATE: 09/26/08  
BY: GIS  
FILE: TRAVIS\_CTY\_RDWY\_080926.dwg

VS#

6

TRAVIS COUNTY COMMISSIONER'S COURT  
AGENDA REQUEST

Please consider the following item for Voting Session on:

- I. A. Request made by: Sheriff Greg Hamilton  Phone No. 854-9770
- B. Requested Text:

**Consider and approve a *PROCLAMATION* recognizing the 25<sup>th</sup> National Night Out.**

C. Approved by: \_\_\_\_\_

- II. A. Is backup material attached\*:  yes

\*Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).

- B. Have the agencies affected by this request been invited to attend the work session?  
**yes**

Please list those contacted and their phone numbers:  
Officer James Kitchens, Travis County Sheriff's Office Community Outreach  
854-8413

- III. PERSONNEL  
A change in your department's personnel (reclass, etc.).

- IV. BUDGET REQUEST:  
If your request involves funding for your department please check:

Additional funding for your department

Transfer of funds within your department budget

A change in your department's personnel

The County Human Resources Department (854-9165) and / or the Budget and Research Office (854-9106) must be notified before submission of this agenda request.

COPIES TO: [illegible]  
DATE: 10/1/08  
TIME: 11:30 AM

# PROCLAMATION

**WHEREAS,** The National Association of Town Watch is sponsoring a unique, nationwide crime and drug prevention program on October 7, 2008 called "National Night Out";

**WHEREAS,** National Night Out is designed to: (1) heighten crime awareness; (2) generate support for, and participation in, local anti-crime programs; (3) strengthen neighborhood spirit and police-community partnerships; and (4) send a message to criminals that neighborhoods are organized and fighting back;

**WHEREAS,** The 25th Annual National Night Out provides Travis County a unique opportunity to join forces with thousands of other communities around the world in promoting cooperative police and community crime and drug prevention efforts;

**WHEREAS,** The Travis County Sheriff's Office plays a vital role in establishing joint crime and drug prevention efforts in Travis County and is supporting National Night Out 2008 locally;

**WHEREAS,** The Travis County Sheriff's Office encourages all citizens to become aware of the importance of crime prevention programs and the impact their individual and collective participation can have on reducing crime and drug abuse in Travis County; and

**WHEREAS,** Police-community partnerships and neighborhood safety and awareness cooperation are important themes of the National Night Out program.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE MEMBERS OF THE TRAVIS COUNTY COMMISSIONERS COURT, ENCOURAGE ALL CITIZENS OF TRAVIS COUNTY TO JOIN THE SHERIFF'S OFFICE AND OTHER LOCAL LAW ENFORCEMENT AGENCIES, LOCAL BUSINESS SPONSORS AND THE NATIONAL ASSOCIATION OF TOWN WATCH IN SUPPORTING THE 25th ANNUAL NATIONAL NIGHT OUT.

Signed and entered this 30th day of September, 2008.

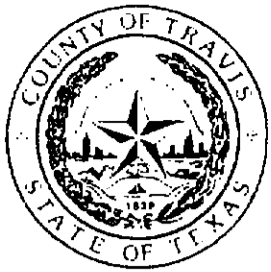
\_\_\_\_\_  
SAMUEL T. BISCOE  
County Judge

\_\_\_\_\_  
RON DAVIS  
Commissioner, Pct. 1

\_\_\_\_\_  
SARAH ECKHARDT  
Commissioner, Pct. 2

\_\_\_\_\_  
GERALD DAUGHERTY  
Commissioner, Pct. 3

\_\_\_\_\_  
MARGARET GOMEZ  
Commissioner, Pct. 4



# TRAVIS COUNTY PURCHASING OFFICE

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

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

7

Approved by: \_\_\_\_\_

*Cyd V. Grimes 9/19/08*

**Voting Session: Tuesday, September 30, 2008**

**REQUESTED ACTION:** APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 9) TO CONTRACT NO. 01T0008-OJ, CERIDIAN BENEFITS SERVICES, INC., FOR THE ADMINISTRATION OF THE FLEXIBLE SPENDING ACCOUNT FOR TRAVIS COUNTY EMPLOYEES. (HRMD)

**Points of Contact:**

**Purchasing:** Oralia Jones, 854-4204

**Department:** Human Resource Management Department, Dan Mansour, 854-9499, Linda Moore-Smith, HRMD Director, Alicia Perez, Executive Manager, 854-9342

**County Attorney (when applicable):** Barbara Wilson, 954-9567

**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.

The contract provides the administration of the Flexible Spending Account (FSA) for Travis County employees.

The modification will extend the contract for the administration of the Flexible Spending Account with Ceridian Benefits Services, Inc., for an additional twelve (12) months, through September 30, 2009. The contract extension is permitted pursuant to Paragraph 2.02, of the contract, entitled "Term of Agreement". The Commissioners Court approved the contract for the Flexible Spending Account on October 11, 2000.

Modification No. 8 was issued to extend the contract for twelve (12) months, through September 30, 2008. It was approved by the Commissioners Court on September 18, 2007.

Modification No. 7 was issued to extend the contract for twelve (12) months, through September 30, 2007. It was approved by the Commissioners Court on September 26, 2006.

Modification No. 6 incorporated optional services associated with a rule change, published in IRS Notice 2005-42, which permits an employer to establish a Grace Period after the end of a cafeteria plan year. This modification was approved by the Commissioners Court's on

September 19, 2006.

Modification No. 5 was issued to extend the contract for twelve (12) months, through September 30, 2006. It was approved by the Commissioners Court on September 20, 2005.

Modification No. 4 was issued to extend the contract for twelve (12) months, through September 30, 2005. It was approved by the Commissioners Court on September 21, 2004.

Modification No. 3 was issued to extend the contract for twelve (12) months, through September 30, 2004. It was approved by the Commissioners Court on September 23, 2003.

Modification No. 2 was issued to extend the contract for twelve (12) months, through September 30, 2003. It was approved by the Commissioners Court on September 17, 2002.

Modification No. 1 was issued to extend the contract for twelve (12) months, through September 30, 2002. It was approved by the Commissioners Court on September 25, 2001.

➤ **Contract Expenditures:** Within the last 12 months \$41,849.60 has been spent against this contract.

➤ **Contract Modification Information:**

Modification Amount: Estimated Requirement

Modification Type: N/A

Modification Period: October 1, 2008 through September 30, 2009

➤ **Funding Information:**

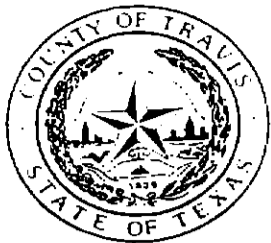
Purchase Requisition in H.T.E.:

Funding Account(s): 001-1140-522-4701 (FY'09 budget)

Comments: Purchase Orders are issued monthly by HRMD against the contract.

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_\_\_ Not Verified \_\_\_\_\_ by Auditor.



## ***Human Resources Management***

---

1010 Lavaca Street Suite 200 • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

September 4, 2008

TO: Lolly Jones, Purchasing Agent Assistant IV

FROM: Cindy Purinton, Benefit Administrator  
Dan Mansour, Risk and Benefit Manager

SUBJECT: Contract # 01T0008-OJ  
Flexible Spending Account

Vendor services related to the above contract have been performed to the County's satisfaction. Please initiate the extension of their contract to the next option period. You received the renewal information under separate cover.

This contract is funded from line item 001-1140-522-4701

If you have any questions, please contact Dan Mansour at 854-9499

Cc: Alicia Perez, Executive Manager, Administrative Operations  
Linda Moore Smith, Director, HRMD.



**TRAVIS COUNTY**  
**Account Balance Inquiry**

Account number . . . . . : 1-1140-500.47-01  
 Fund . . . . . : 001 GENERAL FUND  
 Department . . . . . : 01 HUMAN RESOURCE MANAGEMENT  
 Division . . . . . : 40 RISK MANAGEMENT  
 Activity basis . . . . . : 50 GENERAL GOVERNMENT  
 Sub activity . . . . . : 1 HUMAN RESOURCE MANAGEMENT  
 Element . . . . . : 47 LOSS ADJUSTMENT EXPENSES  
 Object . . . . . : 01 AVE ADMINV & CLAIMS SERV

Original budget . . . . .	20,000	
Revised budget . . . . .	26,334	10/01/07
Actual expenditures - current . . . . .		.00
Actual expenditures - ytd . . . . .	1,189.51	
Unposted expenditures . . . . .		.00
Encumbered amount . . . . .	20,823.49	
Unposted encumbrances . . . . .		.00
Unencumbered amount . . . . .		.00
Total expenditures & encumbrances:	22,189.51	28.4%
Unencumbered balance . . . . .	18,145.15	23.4%

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

**MODIFICATION OF CONTRACT NUMBER: #01T0008-OJ, Flexible Spending Account PAGE 1 OF 3 PAGES**

ISSUED BY PURCHASING OFFICE 314 W 11TH ST RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST. Ozella Jones TEL NO (512) 854-9700 FAX NO (512) 854-9185	DATE PREPARED <b>September 2, 2008</b>
ISSUED TO <b>Ceridian Benefits Services, Inc.</b> <b>3201 34<sup>th</sup> Street South</b> <b>St. Petersburg, Florida 33711-3828</b>	MODIFICATION NO. <b>9</b>	EXECUTED DATE OF ORIGINAL CONTRACT <b>October 11, 2000</b>
ORIGINAL CONTRACT TERM DATES <u>October 1, 2000-September 30, 2004</u>		CURRENT CONTRACT TERM DATES <u>October 1, 2008-September 30, 2009</u>

**FOR TRAVIS COUNTY INTERNAL USE ONLY**

Original Contract Amount: \$ 25,000.00 (Est.) Current Modified Amount \$ 42,000.00 (Est.)

**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.

On October 11, 2000, Travis County ("County") and Ceridian Benefits Services, Inc. ("Ceridian") entered into a contract for the services necessary for the administration of the flexible spending account for Travis County and its eligible employees who enroll for these services (the "Agreement").

**Agreement**

**1. Eighth Option to Extend**

1.01 County hereby exercises its eighth option to extend the Agreement for administrative services for County's flexible spending accounts for the period from 12:01 A. M. Central Time on October 1, 2008, until 12:01 A. M. Central Time on October 1, 2009, unless terminated by either party in compliance with the Agreement.

1.02 The Exhibit to Attachment A that is numbered and named below is made part of this Agreement and constitutes promised performances by Ceridian and County for the contract period from October 1, 2008, until October 1, 2009:  
Exhibit B Renewal 2009 - Ceridian Renewal Plan Specifications

Exhibits B and C attached to Modification Number 4 to this Agreement and Exhibit D to Modification 5 remain in effect to the extent that the information in them is not changed by Modification 6 or by Exhibit B to this Modification 9 and constitute promised performances by Ceridian and County for the contract period from October 1, 2008, until October 1, 2009.

**2. Incorporation of Agreement and Effective Date** County and Ceridian hereby incorporate the Agreement as amended in Modifications 1, 2, 3, 4, 5, 6, 7, and 8 into this amendment. Except for the changes made in this Amendment 9, County and Ceridian hereby ratify all of the terms and conditions of the Agreement as amended. This amendment is effective on October 1, 2008 for T-Flex Plan Year beginning on and after October 1, 2008.

**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.

CERIDIAN BENEFITS SERVICES, INC.	<input type="checkbox"/> DBA <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER
BY: <u>Charlea S. Veide</u> SIGNATURE	DATE
PRINT NAME: <u>Charlea S. Veide</u>	<u>9/16/08</u>
TITLE: <u>Jr. Manager, Relationship Mgmt.</u> ITS DULY AUTHORIZED AGENT	

TRAVIS COUNTY, TEXAS	DATE
BY: <u>Cyd V. Grimes</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	<u>9/19/08</u>

TRAVIS COUNTY, TEXAS	DATE
BY: <u>SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE</u>	

# 2009 FSA Renewal Plan Specifications



Travis County – 080410

Plan -Year October 1, 2008 through September 30, 2009

Please review the following Plan Specifications and make any changes in the appropriate areas. Return this form and the deduction calendar to Linda Wicklein via email at linda.wicklein@ceridian.com no later than 8-1-2008. If you have any questions, contact Linda Wicklein at 727-395-8357.

## Eligible Employees — Required

Please Provide the Total Number of Benefit Eligible Employees: 4551

## FSA Open Enrollment

Beginning Open Enrollment Date is: 7-21-2008

Ending Enrollment Date is: 8-22-2008

## FSA Pricing and Optional Services

### Renewal Fee\* \$0.00

- Plan Set Up (5 divisions or fewer)
- Participant Enrollment by EDT or Web
- Electronic Enrollment Materials for all eligible employees
- Client Communication
- Year-end Run out Service for preceding Plan Year
- Direct Deposit of claims reimbursements
- Nondiscrimination testing service
- Updates to Model Plan Document (including pretax premium integration) and SPD
- Confirmation letters for all participants
- Renewal Kit (enrollment, termination, change and claim forms)

Do you want Optional Grace Period Services  No  Yes\*

If yes, what accounts will be subject to the Optional Grace Period?

Health Care  Dependent Care  Both

- Administrative Fee \$4.00 per Active Participant, Min. fee \$500.00

\*Grace Period Services are not available to clients that terminate services with Ceridian.

## Administrative Contact — Note changes only

Current Primary Contact: **Cindy Purinton**

Change:

Title: **Benefits Contract Administrator**

Change:

Phone: [1] 512-854-9626 Fax: [1] 512-854-3128

Change: Change:

Email address: **Cindy.purinton@co.travis.tx.us**

Change:

## Account Minimum/Maximum — Note changes only

Health Care Current Annual Minimum: **\$120.00**

FSA Change to:

Dependent Current Annual Minimum: **\$120.00**

Care FSA Change to:

Current Annual Maximum: **\$5,000.00**

Change to:

Current Annual Maximum: **\$5,000.00**

Change to:

## Claim Reimbursement Frequency — Note changes only

Claims are currently reimbursed: **weekly**

Change to:

On what day, excluding Sunday/Monday and Holidays: **Wednesday**

Change to:

## Enrollment Method — Required

Check one:

- Electronic Data Transfer (EDT) – No Fee
- Electronic Spreadsheet – No Fee (Ceridian Format Only)
- Web Enrollment – No Fee
- Paper Election forms – \$6 per form

## Due Dates

Plan Specification Date 8-1-2008

Enrollments Due Date 9-1-2008

## Monthly Administration Fee\* \$5.14 (\$150.00 Monthly Minimum)

- Fee per FSA Plan Participant (includes claims processing and reimbursements)
- Annual benefits statements
- Participant Web inquiry
- Toll-free customer service
- Interactive voice response system
- Adjudication of claims

## Enrollment Communications:

Electronic Enrollment Materials No Fee

Paper Enrollment Kits \$ 95 per kit

To place an order, contact Linda Wicklein at the number above

\*Administration fees are applicable to all active plan participants and terminated participants during the run-out period. Pricing assumes use of Ceridian's Internet enrollment service or centralized EDT source for enrollment information. A service fee of 1.5% of the total claims payments issued shall be assessed on each instance claims payments are not funded in a timely manner.

If your banking information has changed, please contact Linda Wicklein at the number provided above. Return of this document is your signature of acknowledgement.

# Deduction Calendar

Travis County – 080410

Double Click on the box below the dates where deductions will be taken from employees' paychecks. Return via email to Linda Wicklein.

S	M	T	W	Th	F	Sa	S	M	T	W	Th	F	Sa	S	M	T	W	Th	F	Sa
			1	2	3	4							1		1	2	3	4	5	6
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13
12	13	14	15 XXX	16	17	18	9	10	11	12	13	14 XXX	15	14	15 XXX	16	17	18	19	20
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
26	27	28	29	30	31 XXX		23	24	25	26	27	28 XXX	29	28	29	30	31 XXX			
							30													

S	M	T	W	Th	F	Sa	S	M	T	W	Th	F	Sa	S	M	T	W	Th	F	Sa
				1	2	3	1	2	3	4	5	6	7	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13 XXX	14	8	9	10	11	12	13 XXX	14
11	12	13	14	15 XXX	16	17	15	16	17	18	19	20	21	15	16	17	18	19	20	21
18	19	20	21	22	23	24	22	23	24	25	26	27 XXX	28	22	23	24	25	26	27	28
25	26	27	28	29	30 XXX	31								29	30	31 XXX				

S	M	T	W	Th	F	Sa	S	M	T	W	Th	F	Sa	S	M	T	W	Th	F	Sa
			1	2	3	4						1	2		1	2	3	4	5	6
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13
12	13	14	15 XXX	16	17	18	10	11	12	13	14	15 XXX	16	14	15 XXX	16	17	18	19	20
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27
26	27	28	29	30 XXX			24	25	26	27	28	29 XXX	30	28	29	30 XXX				
							31													

S	M	T	W	Th	F	Sa	S	M	T	W	Th	F	Sa	S	M	T	W	Th	F	Sa
			1	2	3	4							1			1	2	3	4	5
5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7	8	9	10	11	12
12	13	14	15 XXX	16	17	18	9	10	11	12	13	14 XXX	15	13	14	15 XXX	16	17	18	19
19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26
26	27	28	29	30	31 XXX		23	24	25	26	27	28	29	27	28	29	30 XXX			
							30	31 XXX												



# TRAVIS COUNTY PURCHASING OFFICE

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

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



Approved by: \_\_\_\_\_

*Cyd V. Grimes 9/19/08*

**Voting Session: Tuesday, September 30, 2008**

**REQUESTED ACTION:** APPROVE MODIFICATION NO. 14 TO CONTRACT NO. PS960016JW, YOUTH ADVOCATE PROGRAM, FOR MENTORING SERVICES. (JUVENILE PROBATION)

***Points of Contact:***

**Purchasing:** Vania Ramaekers

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

**County Attorney (when applicable):** Jim Connolly

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro and Jose Palacios

**Other:** NA

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

The contractor, Youth Advocate Program, provides mentoring services for juvenile offenders.

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

Modification No.14 - modifies the contract Part III- Special Provision, paragraph 5.0 to include an option to extend the contract unilaterally for three (3) additional one (1) month periods. This contract will be extended for 30 days from September 30, 2008 through October 31, 2008.

Modification No. 13, deleted the not to exceed amount in the contract section 6.0.

Modification No. 12, decreased the not to exceed amount by \$45,422.00 from \$375,000.00 to \$329,578.00 for the current term and increased the not to exceed amount for the renew term to \$375,000.00 for the fiscal year 2008.

Modification No. 11, established a single service rate of \$24.78 per hour regardless of the service level. Set the not to exceed amount for the renew term to \$375,000.00 for the fiscal year 2007.

Modification No. 10, decreased the not to exceed amount by \$37,000.00 from \$375,000.00 to \$338,000.00 for the current term and increased the not to exceed amount for the renew term to \$375,000.00 for the fiscal year 2007.

Modification No. 9, deleted Section 2.2 TERMS as previously modified with Modification 7, clarified Item 4 of Modification 3, and decreased the not-to-exceed amount for the term October 1, 2003 through September 30, 2004 by \$39,628.00 to total \$375,000.00. P.O. #274977 has already been adjusted from \$414,628.00 to reflect this decrease.

Modification No.8 made several changes to Part II, Section A, Service Requirements, and changed the contract number from PS960016DR to read PS960016JW. No funds were involved with this modification.

Modification No.7 revised the "Renewal Terms" clause to have notifications of the budgeted amount for any renewal term, as well as any budget amount changes throughout any renewal term, sent to the Purchasing Office first, for record maintenance, then to the Contractor for their records.

Modification No.6 increased the amount of funding to \$427,910.00 for the term October 1, 2000 through September 30, 2001.

Modification No.5 changed the rates of service to be: 7.5 hour service option: \$24.78; 15 hour service option: \$17.51.

Modification No.4 increased the amount of funding to \$362,910.00.

Modification No.3 renewed the contract for an additional 11-month term, November 1, 1999 through September 30, 2000, including an auto-renewal clause for each October 1 for a one year term.

Modification No.2 renewed the contract for an additional 12-month term, November 1, 1998 through October 31, 1999.

Modification No.1 provided for CRCG clients to receive mentoring services through Youth Advocacy Program with state grant money received by the Juvenile Probation Department in the amount not-to-exceed \$30,000.00.

The initial contract period was for a 3 year period, November 5, 1995 to October 31, 1998, with an optional renewal for an additional one-year term. The initial amount of the contract was estimated \$473,000.00 not-to-exceed.

➤ **Contract Expenditures:** Within the last 12 months \$375,000.00 has been spent against this contract.

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$473,000.00 (Not-to-Exceed)  
Contract Type: (Professional Services Agreement)  
Contract Period: 11/1/95 - 10/31/98

➤ **Contract Modification Information:**

Modification Amount: NA (See Additional Procurement Comments) (Add'l. comments)  
Modification Type: N/A  
Modification Period: 10/1/03 - 9/30/04

➤ **Solicitation-Related Information:**

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

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: NA
- Funding Account(s): **001-4530-593-6099**
- Comments: Contract to be used on as needed basis.

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_\_ Not Verified \_\_\_\_ by Auditor.

**MODIFICATION OF CONTRACT NUMBER: PS960016JW Youth Advocacy  
Program Mentoring Services**

ISSUED BY PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST. <b>Jorge Falavera</b> TEL. NO. (512) 854-9700 FAX NO. (512) 854-9185	DATE PREPARED: <b>September 16, 2008</b>
ISSUED TO <b>Youth Advocate Program 2007 North Third St. Harrisburg, PA 17102</b>	MODIFICATION NO. <b>14</b>	EXECUTED DATE OF ORIGINAL CONTRACT: <b>November 1, 1995</b>
ORIGINAL CONTRACT TERM DATES: <b>11/1/95 - 10/31/98</b>		CURRENT CONTRACT TERM DATES: <b>10/1/08-10-31-08</b>

**FOR TRAVIS COUNTY INTERNAL USE ONLY**  
 Original Contract Amount \$473,000.00      Current Modified Amount As needed basis

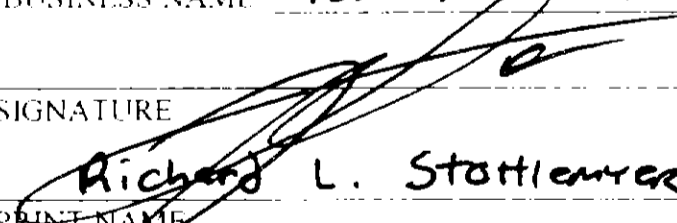
**DESCRIPTION OF CHANGES:** Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

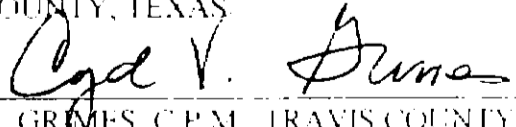
1. Reference Part III - Special Provisions, paragraph 5.0 Reserved. This paragraph is hereby changed to read as follows:

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

2. This contract is hereby extended for one month, from September 30, 2008 through October 31, 2008.

**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.

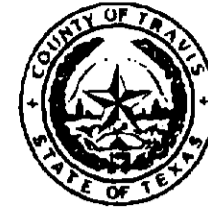
LEGAL BUSINESS NAME <u>Youth Advocate Programs, Inc.</u>	<input type="checkbox"/> DBA
BY:  SIGNATURE	<input type="checkbox"/> CORPORATION
BY: <u>Richard L. Stottlemeyer II</u> PRINT NAME	<input checked="" type="checkbox"/> OTHER <u>non profit</u>
TITLE: <u>Chief Financial officer</u> ITS DULY AUTHORIZED AGENT	DATE <u>9-17-08</u>

TRAVIS COUNTY, TEXAS	DATE
BY:  CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	<u>9/19/08</u>

TRAVIS COUNTY, TEXAS	DATE
BY: <u>SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE</u>	



# TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT



**ESTELA P. MEDINA**  
Chief Juvenile Probation Officer

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

**TO:** Cyd Grimes  
Purchasing Agent

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

**RE:** Youth Advocacy Program, Mentoring Services (Juvenile Probation) #PS960016JW

**DATE:** September 16 2008

Travis County Juvenile Probation Department is currently contracting with Youth Advocacy Program to provide mentoring services for juvenile offenders.

The department is currently satisfied with the services provided, and would like to renew the contract for another year, with the attached revised Scope of Services. In addition, the department would like to extend the current contract for an additional 30 days until October 30, 2008.

Listed below is the contract number and budget account number for this modification:

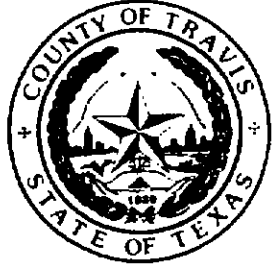
**PS960016: Acct # 001-4530-593-6099**

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

cc: Britt Canary  
Emmitt Hayes  
Sylvia Mendoza  
Michael Williams

EPM: gc





**TRAVIS COUNTY PURCHASING OFFICE**

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

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

9

Approved by: \_\_\_\_\_

*Cyd V. Grimes 9/23/08*

**Voting Session: Tuesday, September 30, 2008**

**REQUESTED ACTION: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING CONTRACT AWARDS FOR VISITATION SERVICES:**

- A) CONTRACT PS090017VR, PROVIDENCE SERVICES OF TEXAS.
- B) CONTRACT PS090018VR, KIMBERLI COCHRAN, LPC.
- C) CONTRACT PS090019VR, COUNSELING FOR LIFE, SABRINA L. KINDELL, LPC.
- D) CONTRACT PS090020VR, REGINA MEDART, LPC.
- E) CONTRACT PS090021VR, KELLY V. OVALLE, LMSW.
- F) CONTRACT PS090022VR, LUIS R. OVALLE, LMSW.
- G) CONTRACT PS090023VR, LIFE STEPS
- H) CONTRACT PS090024VR, ADRIANA BUSTAMANTE, LMSW.
- I) CONTRACT PS090025VR, KEN CAUTHERN, LCSW.
- J) CONTRACT PS090026VR, ROBIN SHAW, PHD.
- K) CONTRACT PS090027VR, ELIZABETH G. LEVY, PHD.(JUVENILE PROBATION).

09 SEP 2008 11:2:05

***Points of Contact:***

**Purchasing:** Vania Ramaekers

**Department:** (Juvenile Probation) Estela Medina, Chief Juvenile Probation Officer;  
Sylvia Mendoza

**County Attorney (when applicable):** Jim Connolly

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro and Jose Palacios

**Other:** (Domestic Relations Office) Cecelia Burke, Director

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

On August 5, 2008, the Court approved the termination of contract number PS010047JW at the request of LifeWorks/Kids Exchange effective September 30, 2008. This contract provided for Visitation Services for the Travis County District Courts and Domestic Relations Office.

The Purchasing Office issued a RFS on August 6, 2008. Subject RFS closed on August 20, 2008. Eleven (11) proposals were received in response to the solicitation. The Evaluation Committee reviewed and evaluated (scored) the responses. It is the Evaluation Committee's recommendation that these eleven (11) contracts be awarded to establish a pool of qualified providers to meet the client demand of our current list of clients coming from Lifeworks which will need to be reassigned, and to meet the new client demand for the upcoming year. These contracts will be used on as needed basis according to the specific needs of the client (s). By awarding these contracts, Travis County will provide a qualified pool of providers to the courts and avoid interruption of services.

The contracts are being routed for signatures, and will be provided for Court approval upon receipt.

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

Not applicable

➤ **Contract-Related Information:**

Award Amount: NA

Contract Type: Professional Services

Contract Period: 10/1/08 – 9/30/09 (auto renewal)

➤ **Contract Modification Information:**

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

Modification Type: N/A

Modification Period: NA

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: 11

HUB Information: Not Applicable

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

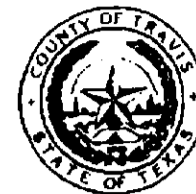
Purchase Requisition in H.T.E.: N/A

Funding Account(s): 001-4560-593-6099

Comments: as needed basis contracts

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_\_\_ Not Verified \_\_\_\_\_ by Auditor.



# TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA  
Chief Juvenile Probation Officer

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

**DATE:** September 1<sup>cm</sup>~~6~~, 2008  
**TO:** Cyd Grimes  
Purchasing Agent  
**FROM:** *Estela P. Medina*  
Estela P. Medina  
Chief Juvenile Probation Officer  
**RE:** Youth and Family Alliance (dba Lifeworks) - Contract # PS010047JW – Supervised Visitation

Travis County Juvenile Probation Department and DRO evaluation committee have completed the review and scoring of the 11 proposal received for the subject RSF.

The Department is requesting that the Purchasing Department negotiate and award a contract for the attached providers, this is to establish a pool of contractors to meet the current service demand for DRO and the Courts. The 11 Providers meet all the requirements of the RSF and can provide one or all of the services requested.

These contracts will be set up on an as needed basis and will be used in accordance with the needs identified by the court order for each client.

The following funding account is:

**Account Number: 001-4560-593-6099**

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

cc: Sylvia Mendoza  
Alan Miller  
Cecelia Burke

EPM:gc





# TRAVIS COUNTY PURCHASING OFFICE

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

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

10

Approved by: \_\_\_\_\_

*Cyd V. Grimes 9/19/08*

**Voting Session: Tuesday, September 30, 2008**

**REQUESTED ACTION:** APPROVE RENEWAL OF INTERLOCAL COOPERATION AGREEMENT NO. IL9901090J, CITY OF AUSTIN/DOWNTOWN AUSTIN ALLIANCE, TO PROVIDE SERVICES AND IMPROVEMENTS FOR THE AUSTIN DOWNTOWN PUBLIC IMPROVEMENT DISTRICT. (COMM. ECKHARDT)

**Points of Contact:**

**Purchasing:** Oralia Jones, 854-4204

**Department:** Peter Einhorn, 854-9229, Precinct 2, Commissioner Eckhardt, 854-9222

**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.

Purchasing requests Commissioners Court approval of the Interlocal Cooperation Agreement containing a provision for automatic renewal of the agreement for the period of October 1, 2008 through September 30, 2009. Commissioner Eckhardt requested renewal of the agreement contingent upon fund availability.

The Interlocal Cooperation Agreement allows the County to contribute a sum of money (\$25,000.) to cooperate with municipal authorities in making necessary improvements and providing services to promote public health and provide for planning, construction, maintenance and operation of public recreations facilities. Both the City and the County have joined together to provide for services and improvements of downtown Austin, Texas.

➤ **Contract Expenditures:** Within the last 12 months \$25,000.00 has been spent against this contract.

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$25,000.00 Annually (Fixed Amount)  
Contract Type: Interlocal  
Contract Period: October 1, 2008 through September 30, 2009

➤ **Funding Information:**

- Purchase Requisition in H.T.E.:
- Funding Account: 001-1000-521-6099
- Comments: Funds covering this requirement will be included in the FY '09 budget.

➤ **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 the Purchase Order.

**From:** Lolly Jones  
**To:** Peter Einhorn  
**Date:** 9/16/2008 4:53 PM  
**Subject:** Re: IL990109OJ, Services & Improvements Austin Downtown Public Improvement District

**CC:** Sarah Eckhardt  
Thank you very much!

>>> Peter Einhorn 9/16/2008 4:49 PM >>>  
Sorry for the delay. Commissioner Eckhardt has no problem with this auto-renewal occurring as scheduled.

Thanks,  
Peter

Peter Einhorn  
Policy Director  
Commissioner Sarah Eckhardt  
Travis County, Precinct 2

-----  
Phone: 512-854-9229  
Fax: 512-854-6446  
e-mail: [peter.einhorn@co.travis.tx.us](mailto:peter.einhorn@co.travis.tx.us)

>>> On 9/15/2008 at 7:12 AM, in message <[48CE0AD0.9227.002E.0@co.travis.tx.us](mailto:48CE0AD0.9227.002E.0@co.travis.tx.us)>, Lolly Jones wrote:  
Thank you, Peter.

>>> Peter Einhorn 9/12/2008 1:42 PM >>>  
Lolly,

I'll let you know next week. Commissioner Eckhardt has asked me to talk to PBO about DAA.

-Peter

Peter Einhorn  
Policy Director  
Commissioner Sarah Eckhardt  
Travis County, Precinct 2

-----  
Phone: 512-854-9229  
Fax: 512-854-6446  
e-mail: [peter.einhorn@co.travis.tx.us](mailto:peter.einhorn@co.travis.tx.us)

>>> On 9/12/2008 at 11:41 AM, in message <[48CA556C.9227.002E.0@co.travis.tx.us](mailto:48CA556C.9227.002E.0@co.travis.tx.us)>, Lolly Jones wrote:  
Hi Peter,  
Any word on the extension of the interlocal agreement referenced above? I need to know by early next week (Wednesday) so I can prepare the Court's agenda. I hope you've had a bit of time to review the copy of the interlocal agreement I handcarried to you! Please advise. Thank you.

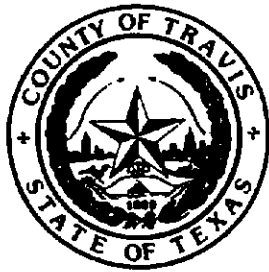


TRAVIS COUNTY  
 Account Balance Inquiry

Account number . . . . . : 1-1000-211.00-00  
 Fund . . . . . : 001 GENERAL FUND  
 Department . . . . . : 10 GENERAL ADMINISTRATION  
 Division . . . . . : 00 NON-DIVISIONAL  
 Activity basic . . . . . : 01 GENERAL GOVERNMENT  
 Sub activity . . . . . : 1 COMMISSIONERS AT GEN ADMN  
 Element . . . . . : 00 OTHER PURCHASED SERVICES  
 Object . . . . . : 48 OTHER PURCHASED SERVICES

Original budget . . . . .	5,100	
Revised budget . . . . .	3,500	10/01/2008
Actual expenditures - current . . . . .	.00	
Actual expenditures - ytd . . . . .	3,400.00	
Unposted expenditures . . . . .	.00	
Encumbered amount . . . . .	3,400.00	
Unposted encumbrances . . . . .	.00	
Pre-encumbrance amount . . . . .	.00	
Total expenditures & encumbrances:	3,400.00	66.7%
Unencumbered balance . . . . .	100.00	1.9%

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. 11<sup>th</sup> Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

14

Approved by: \_\_\_\_\_

*Cyd V. Grimes 9/23/08*

**Voting Session: Tuesday, September 30, 2008**

**REQUESTED ACTION: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING CONTRACT AWARDS FOR PSYCHOLOGICAL EVALUATION SERVICES:**

- A) CONTRACT PS080281VR, WILLIAM J. HOLDEN, PHD.
- B) CONTRACT PS080282VR, ALVIN AUGUSTUS DOLAN-HENDERSON, PHD.
- C) CONTRACT PS080283VR, MARY KILPATRICK, PHD.
- D) CONTRACT PS08284VR, PHILIP A. KERNE IV, PHD.
- E) CONTRACT PS080285VR, ELIZABETH G. LEVY, PHD.
- F) CONTRACT PS080286VR, CASEY O' NEAL, PHD. (JUVENILE PROBATION)

09 OCT 03 PM 08  
TRAVIS COUNTY PURCHASING OFFICE

**Points of Contact:**

- Purchasing:** Vania Ramaekers
- Department:** (JUVENILE PROBATION) Estela Medina, Chief Juvenile Probation Officer, Sylvia Mendoza
- County Attorney (when applicable):** Jim Connolly
- County Planning and Budget Office:** Leroy Nellis
- County Auditor's Office:** Susan Spataro and Jose Palacios
- Other:** N/A

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.
- These contracts are for the provision of Psychological Evaluation Services, as detailed in the Scope of Services, Attachment A of each contract. The contracts period will be from October 1, 2008 to September 30, 2009. Section 4.10 of the contracts states: Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services. As per Attachment B - Fee Schedule details the cost associated with each evaluation. These contracts are to be used on an as needed basis.

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

Not applicable

➤ **Contract-Related Information:**

Award Amount: **As Needed** (Estimated quantity)

Contract Type: (Professional Services Agreement)

Contract Period: 10/01/08 - 9/30/09 (auto renewal)

➤ **Contract Modification Information:**

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

Modification Type: N/A

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Not Applicable

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments: **The originals are being routed for signatures.**

➤ **Funding Information:**

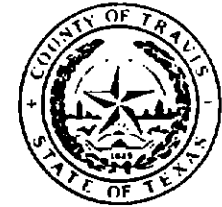
Purchase Requisition in H.T.E.: N/A

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

Comments: **Contract will be used on an as need basis**

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_\_\_ Not Verified \_\_\_\_\_ by Auditor.



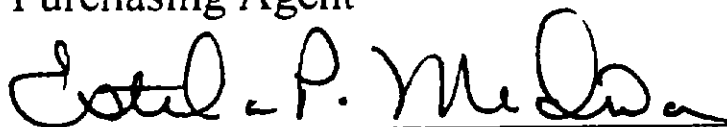
# TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

**ESTELA P. MEDINA**  
Chief Juvenile Probation Officer

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

**DATE:** July 25, 2008

**TO:** Cyd Grimes  
Purchasing Agent

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

**RE:** Philip A. Kerne IV, PhD. for Psychological Evaluations:

\*\*\*\*\*

Travis County Juvenile Probation is interested in entering into a contract with Philip A. Kerne IV PhD., for psychological evaluations for our department.

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

**Account #:** 001-4514-593-6315

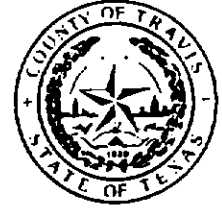
**Term of Contract:** 12 Month Period – Auto Renewal

**Contract Information:** **Philip A. Kerne IV, PhD.**  
10505 South IH-35 Apt. #732  
Austin, Texas 78747  
Phone: 512-382-5410  
Cell: 505-680-8038

RECEIVED  
 TRAVIS COUNTY  
 PURCHASING  
 OFFICE  
 JUL 30 PM 4:33

Included in this packet are a draft duties and responsibilities of contractor (attachment A).

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



# TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

**ESTELA P. MEDINA**  
Chief Juvenile Probation Officer

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

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TRAVIS COUNTY  
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PURCHASING  
OFFICE

**DATE:** July 29, 2008  
**TO:** Cyd Grimes  
Purchasing Agent  
**FROM:** Estela P. Medina  
Estela P. Medina  
Chief Juvenile Probation Officer

**RE:** William J. Holden, PhD. for Psychological Evaluations:

\*\*\*\*\*

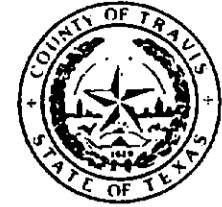
Travis County Juvenile Probation is interested in entering into a contract with William J. Holden PhD., for psychological evaluations for our department.

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

**Account #:** 001-4514-593-6315  
**Term of Contract:** 12 Month Period – Auto Renewal  
**Contract Information:** **William J. Holden, PhD.**  
506 Glasgow  
Victoria, Texas 77904  
Phone: 361-576-3385  
Fax: 361-573-7425

Included in this packet are a draft duties and responsibilities of contractor (attachment A).

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



# TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

**ESTELA P. MEDINA**  
Chief Juvenile Probation Officer

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

**DATE:** July 29, 2008

**TO:** Cyd Grimes  
Purchasing Agent

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

**RE:** Alvin Augustus Dolan-Henderson, PhD. for Psychological Evaluations:

\*\*\*\*\*

Travis County Juvenile Probation is interested in entering into a contract with Alvin Augustus Dolan Henderson PhD., for psychological evaluations for our department.

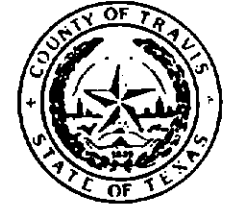
RECEIVED  
TRAVIS COUNTY  
JUL 30 PM 4:31  
PURCHASING  
OFFICE

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

**Account #:** 001-4514-593-6315  
**Term of Contract:** 12 Month Period – Auto Renewal  
**Contract Information:** **Alvin Augustus Dolan-Henderson, PhD.**  
13377 Pond Springs Road Suite 108  
Austin, TX 78729  
Phone: 512-219-8828  
Fax: 512-219-8838  
Cell: 512-626-0180

Included in this packet are a draft duties and responsibilities of contractor (attachment A).

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



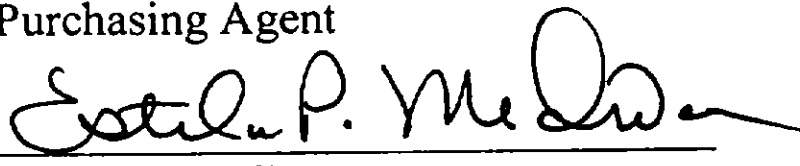
# TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

**ESTELA P. MEDINA**  
Chief Juvenile Probation Officer

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

**DATE:** July 25, 2008

**TO:** Cyd Grimes  
Purchasing Agent

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

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PURCHASING  
OFFICE

**RE:** Mary Kilpatrick, PhD. for Psychological Evaluations:

\*\*\*\*\*

Travis County Juvenile Probation is interested in entering into a contract with Mary Kilpatrick PhD., for psychological evaluations for our department.

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

**Account #:** 001-4514-593-6315

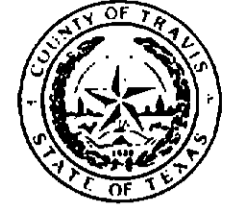
**Term of Contract:** 12 Month Period – Auto Renewal

**Contract Information:** **Mary Kilpatrick, PhD.**  
4131 Spicewood Springs Road  
Austin, Texas 78759  
Phone: 512-795-9999

Included in this packet are a draft duties and responsibilities of contractor (attachment A).

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





# TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

**ESTELA P. MEDINA**  
Chief Juvenile Probation Officer

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

RECEIVED  
TRAVIS COUNTY  
2008 JUL 30 PM 4:33  
PURCHASING  
OFFICE

**DATE:** July 25, 2008

**TO:** Cyd Grimes  
Purchasing Agent

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

**RE:** Elizabeth G. Levy, PhD. for Psychological Evaluations:

\*\*\*\*\*

Travis County Juvenile Probation is interested in entering into a contract with Elizabeth G. Levy PhD., for psychological evaluations for our department.

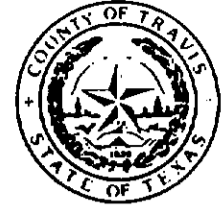
The following details the funding line item to be used for this contract:

**Account #:** 001-4514-593-6315  
**Term of Contract:** 12 Month Period – Auto Renewal  
**Contract Information:** Elizabeth G. Levy, PhD.  
9701 Brodie Lane *Suite 205*  
Austin, Texas 78748  
Phone: 512-420-8444  
Cell: 512-731-5886  
Fax: 512-233-2961  
Email: [egl@austin.tx.com](mailto:egl@austin.tx.com)

Included in this packet are a draft duties and responsibilities of contractor (attachment A).

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





# TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

**ESTELA P. MEDINA**  
Chief Juvenile Probation Officer

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

RECEIVED  
TRAVIS COUNTY  
JUL 30 PM 4:33  
PURCHASING  
OFFICE

**DATE:** July 29, 2008

**TO:** Cyd Grimes  
Purchasing Agent

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

**RE:** Casey O'Neal, PhD. for Psychological Evaluations:

\*\*\*\*\*

Travis County Juvenile Probation is interested in entering into a contract with Casey O'Neal PhD., for psychological evaluations for our department.

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

**Account #:** 001-4514-593-6315

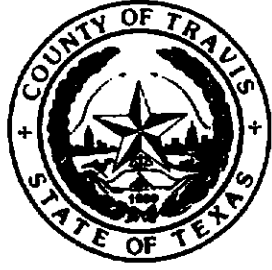
**Term of Contract:** 12 Month Period – Auto Renewal

**Contract Information:** **Casey O'Neal, PhD.**  
1600 W. 38<sup>th</sup> Suite 420  
Austin, Texas 78731  
Phone: 512-294-5444  
Fax: 512-628-3223  
Email: [coneal@drcaseyoneal.com](mailto:coneal@drcaseyoneal.com)

Included in this packet are a draft duties and responsibilities of contractor (attachment A).

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





**TRAVIS COUNTY PURCHASING OFFICE**

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

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

12

*Cyd V. Grimes 9/23/08*

Approved by: \_\_\_\_\_

**Voting Session: Tuesday, September 30, 2008**

**REQUESTED ACTION:** APPROVE CONTRACT NO. PS000011VR, NICOLAS CARRASCO, PH.D., FOR PSYCHOLOGICAL EVALUATION AND SEX OFFENDER TREATMENT SERVICES. (JUVENILE PROBATION)

***Points of Contact:***

**Purchasing:** Vania Ramaekers

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

**County Attorney (when applicable):** Jim Connolly

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro and Jose Palacios

**Other:** N/A

09 SEP 23 PM  
COUNTY JUVENILE PROBATION

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

This contract is for the provision of Psychological Evaluation and Sex Offender Treatment Services as detailed in the Scope of Services, Attachment A, of the attached contract. The Contract period will be from October 1, 2008 to September 30, 2009. Section 4.10 of the contracts states: Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services. Attachment B - Fee Schedule, details each type of service and associated fee. This new contract, to be used on as needed basis, replaces the existing contract PS000011JW in its entirety.

The Juvenile Probation Department, The County Attorney and the Purchasing Office are in agreement regarding the replacement of the current contract form in order to have a complete updated document that addresses the current level of services being provided, the current needs of the department and the legal clauses associated with these services.

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

Not applicable

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

Award Amount: NA,  
Contract Type: (Professional Services Agreement)  
Contract Period: 10/1/08 – 9/30/09 (auto renewal)

➤ **Contract Modification Information:**

Modification Amount: NA  
Modification Type:  
Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A Responses Received: N/A  
HUB Information: See Comments % HUB Subcontractor: N/A

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

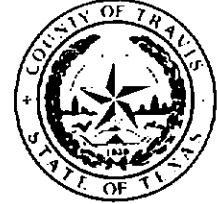
- Award has been protested; interested parties have been notified.
- Award is not to the lowest bidder; interested parties have been notified.
- Comments:

➤ **Funding Information: N/A**

- Purchase Requisition in H.T.E.:
- Funding Account(s): 001-4514-593-6315
- Comments: **AS NEEDED BASIS**

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_\_ Not Verified \_\_\_\_ by Auditor.

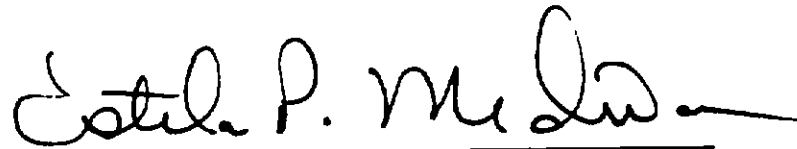


# TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

**ESTELA P. MEDINA**  
Chief Juvenile Probation Officer

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

**TO:** Cyd Grimes  
Purchasing Agent

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

**RE:** Nicholas Carrasco, PHD

**DATE:** July 29, 2008

PROBATION  
TRAVIS COUNTY  
2008 JUL 30 PM 4:33  
PURCHASING  
OFFICE

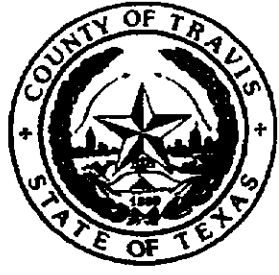
The County Juvenile Probation Department is currently contracting with Dr. Nicholas Carrasco. The Department would like to request to modify his contract to include Psychological evaluations, Dr. Carrasco is bilingual and has agreed to provide evaluations at a rate of \$600.00 each. The following details the funding line item to be added to the contract:

**Contract Number & Name: PS000011JW – Nicholas Carrasco, PHD**  
**Account Number: 001-4514-593-6315**

If you have questions or need additional information, please do not hesitate to contract me.

cc: Barbara Swift  
Sylvia Mendoza  
Michael Williams  
Gail Penney-Chapmond





**TRAVIS COUNTY PURCHASING OFFICE**

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

314 W. 11<sup>th</sup> Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9189

13

Approved by: \_\_\_\_\_

*Cyd V. Grimes 9/19/08*

**Voting Session: Tuesday, September 30, 2008**

**REQUESTED ACTION:** APPROVE CONTRACT AWARD FOR COMMERCIAL CORRECTIONAL INSTITUTIONAL PLUMBING PARTS, IFB NO. B080287-NB, TO THE LOW RESPONSIVE BIDDER, MARKS PLUMBING PARTS. (TCSO)

**Points of Contact:**

**Purchasing:** Nancy Barchus 854-9764

**Department:** TCSO, Greg Hamilton, Sheriff, (512) 854-9770, Maria Wedhorn, (512) 854-44474, Wallace Sefcik, Maintenance Manager, (512) 854-5216

**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 commercial correctional institutional plumbing parts to Travis County Sheriff's Office and other Travis County departments.

On August 8, 2008, IFB # B080287-NB was issued through RFP Depot. Two (2) bids were received on September 2, 2008. The Purchasing Office concurs with Travis County Sheriff's Office's recommendation to award a contract to the low responsive bidder, Marks Plumbing Parts.

The second bidder is non-responsive. They bid a 20% price increase instead of a discount. They also did not furnish the required documentation.

- **Contract Expenditures:** Within the past 12 months \$68,570.76 has been spent against this requirement.

➤ **Contract-Related Information:**

Award Amount: Estimated requirements, as needed basis

Contract Type: Annual

Contract Period: October 4, 2008 through October 3, 2009

➤ **Solicitation-Related Information:**

Solicitations Viewed: 15

Responses Received: 2

HUB Information: 0

% HUB Subcontractor: N/A

➤ **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account: 001-3735-583-3011

Comments: Requisitions will be entered into H.T.E. as needed.

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_\_ Not Verified \_\_\_\_ by Auditor.

APPROVED ( )

DISAPPROVED ( )

BY COMMISSIONERS COURT ON:

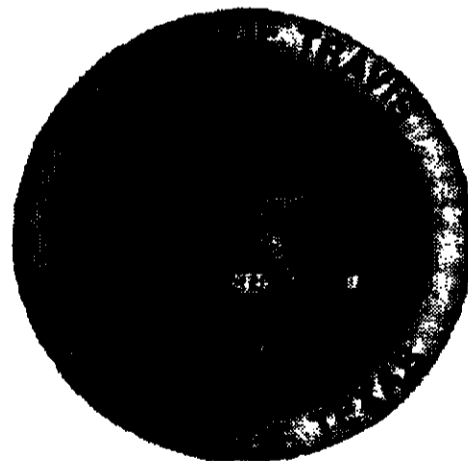
\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTY JUDGE

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

**Bid Tabulation Packet  
for  
Solicitation B080287-NB**

**COMMERCIAL CORRECTIONAL INSTITUTIONAL  
PLUMBING PARTS**



**Travis County**

## Bid #B080287-NB - COMMERCIAL CORRECTIONAL INSTITUTIONAL PLUMBING PARTS

Creation Date **Jul 31, 2008**

End Date **Sep 2, 2008 12:00:00 PM CDT**

Start Date **Aug 8, 2008 9:14:21 AM CDT**

Awarded Date **Not Yet Awarded**

<b>B080287-NB-1-01 Commercial/Correctional Institutional Plumbing Parts</b>					
<b>Vendor</b>	<b>Unit Price</b>	<b>Qty/Unit</b>	<b>Total Price</b>	<b>Attch.</b>	<b>Docs</b>
Travis Cox Plumbing	First Offer - 20.00%	1 / each	20.00%		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Vendor Notes:</b>		
MARKS PLUMBING PARTS	<input checked="" type="checkbox"/> First Offer - 20.00%	1 / each	20.00%		Y
<b>Agency Product Code:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Vendor Notes:</b>		

**Vendor Totals**

<b>MARKS PLUMBING PARTS</b>		<b>\$0.00</b>
Bid Contact <b>Sales Department</b> <b>Ph 800-772-2347</b> <b>Fax 800-991-6275</b>	Address <b>PO BOX 121554</b> <b>Fort Worth, TX 76121</b>	
<b>Agency Notes:</b>	<b>Vendor Notes:</b>	
<b>Travis Cox Plumbing</b>		<b>\$0.00</b>
Bid Contact <b>Vicky Cox</b> <b>traviscoxplumbing@yahoo.com</b> <b>Ph 512-842-1301</b> <b>Fax 512-842-1301</b>	Address <b>9284 F.M. 150</b> <b>Driftwood, TX 78619</b>	
Qualifications <b>CISV HUB MBE SB WBE</b>	<b>Agency Notes:</b>	
<b>Agency Notes:</b>		<b>Vendor Notes:</b>

\*\*



**BID EVALUATION SUMMARY:**

**MARKS PLUMBING PARTS**

**TRAVIS COX PLUMBING**

Description	Estimated Quantity	Unit	MARKS PLUMBING PARTS		TRAVIS COX PLUMBING		
			Unit Price Marks Plumbing Parts	Estimated Total Amount	Unit Price Travis Cox Plumbing	Estimated Total Amount	Percent Discount
Slip Joint Washer, 1-1/4"	100	Ea	\$0.04	\$4.00	\$0.44	\$44.00	20%
Slip Joint Washer, 1-1/2" Poly	100	Ea	\$0.04	\$4.00	\$0.44	\$44.00	20%
Slip Joint Washer, 1-1/4" Ploy	50	Ea	\$0.04	\$2.00	\$0.44	\$44.00	20%
Slip Joint Washer, 3/4"	100	Ea	\$0.26	\$26.00	\$0.44	\$44.00	20%
Waste Elbow, 22GA 1-1/4"	50	Ea	\$3.13	\$156.00	\$24.60	\$1,230.00	20%
Waste Elbow, 22GA 1-1/2" (45 degree)	50	Ea	\$3.35	\$167.50	\$30.97	\$1,548.50	20%
Waste Elbow, 22GA 1-1/4"	50	Ea	\$3.52	\$176.00	\$24.60	\$1,230.00	20%
Waste Elbow, 22GA 1-1/2" (90 degree)	50	Ea	\$3.91	\$195.50	\$30.97	\$1,548.50	20%
Tubular Flanged Tailpiece, FLNG 17GA	50	Ea	\$2.64	\$132.00	\$24.16	\$1,208.00	20%
Riser, Poly Basin 3/8 X 20"	50	Ea	\$0.51	\$25.50	\$29.87	\$1,493.50	20%
Brush, Acid 1/2"	50	Ea	\$0.07	\$3.50	\$0.34	\$17.00	20%
Tape, Teflon White 3/4 X 520"	25	Ea	\$0.31	\$7.75	\$2.39	\$59.75	20%
Tape, Teflon White 1/2" X 260"	25	Ea	\$0.12	\$3.00	\$3.75	\$93.75	20%
Heat Proof (300 degree) Plumbers Grease, 1/2 oz tin for packing O-rings, Gaskets, etc.	50	Ea	\$1.09	\$54.50	\$7.23	\$361.50	20%
Special Squarecut Bonnet Packing Made of Graphite Cloth w/Rubber Insert, Rubber or Teflon	25	Ea	\$0.73	\$18.25	\$0.00	\$0.00	20%
Delany Closet Diaphragm Kit	150	Ea	\$5.06	\$759.00	\$36.00	\$5,400.00	20%
Delany Locknut	100	Ea	\$1.86	\$186.00	\$28.68	\$2,868.00	20%
Spud Assy, Brass 1" X 3/4"	50	Ea	\$0.98	\$49.00	\$14.31	\$715.50	20%
Delany COM 3-1/32" OPER STEM	100	Ea	\$1.72	\$172.00	\$44.88	\$144.88	20%
Delany Flushboy Hydroflush #2120-2, Remote Hydraulically Actuated Flush	100	Ea	\$6.05	\$605.00	\$588.00	\$58,800.00	20%
Delany Internal Actuator (2119A)	100	Ea	\$2.36	\$236.00	\$97.68	\$9,768.00	20%
Delany CP Piston Valve (2148CB)	100	Ea	\$13.52	\$1,352.00	\$588.00	\$58,800.00	20%
Delany Piston Int Oper Assy(32147A)	100	Ea	\$3.20	\$320.00	\$68.88	\$6,888.00	20%

				MARKS PLUMBING PARTS		TRAVIS COX PLUMBING		
Delany Piston Valve Assy	100	Ea	\$16.02	\$1,602.00	20%	\$68.88	\$6,888.00	20%
Acom .5GPM Flo-Control	100	Ea	\$1.55	\$155.00	20%	\$63.00	\$6,300.00	20%
Kohler Dash Pot (18617) for Kohler Prison								
Lavatory Faucet Models K7485 and K7486	100	Ea	\$4.68	\$468.00	20%	\$63.00	\$6,300.00	20%
Delany Valve Body Assy (Delany f4600A ARA-SFAP	100	Ea	\$58.25	\$582.00	20%	\$588.00	\$58,800.00	20%
Sloan Disc	150	Ea	\$1.37	\$205.50	20%	\$57.00	\$8,550.00	20%
Sloan VA BRK Repair Kit	300	Ea	\$0.87	\$261.00	20%	\$7.80	\$2,340.00	20%
Sloan B39 HYCAR Seal	200	Ea	\$0.16	\$32.00	20%	\$36.00	\$7,200.00	20%
<b>Totals</b>			<b>\$137.41</b>	<b>\$5,213.50</b>		<b>\$2,530.75</b>	<b>\$248,728.88</b>	



**GREG HAMILTON**  
TRAVIS COUNTY SHERIFF

P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9770  
www.tcsheriff.org

JAMES N. SYLVESTER  
Chief Deputy

SCOTT BURROUGHS  
Major - Law Enforcement

DARREN LONG  
Major - Corrections

MARK SAWA  
Major - Administration & Support

**MEMORANDUM**

**Bid No: B080287-NB**

**TO:** Nancy Barchus, Purchasing Agent

**VIA:** Maria Wedhorn, Fiscal

**FROM:** Wallace Sefcik 4355, Maintenance Manager

**DATE:** September 10, 2008

**SUBJECT:** Award recommendation for Commercial/Correctional Institutional Plumbing Hardware Items

I have reviewed the bid submittals and the Bid Evaluation Matrix for the referenced solicitation to establish a plumbing parts contract. This is a recommendation that Mark's Plumbing Parts, be accepted for this solicitation.

Funding will continue to be budgeted within General Fund 00137355833011.

**COPY TO:** Major Mark Sawa  
Mark Stefanov  
File



*Safety, Integrity, Tradition of Service*

TRAVIS COUNTY  
Account Balance Inquiry

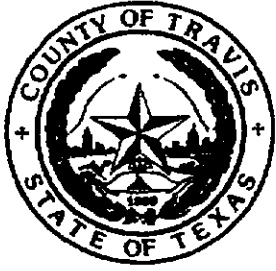
9/10/08  
10:37:43

Fiscal Year . . . . . :	2008
Account number . . . . . :	1-3735-583.30-11
Fund . . . . . :	001 GENERAL FUND
Department . . . . . :	37 SHERIFF
Division . . . . . :	35 CORRECTIONS BUREAU
Basic activity . . . . . :	58 CORRECTNS & REHABILITATN
Sub activity . . . . . :	3 TRAVIS CO JAIL/CORRECTNS
Element . . . . . :	30 OPERATG SUPPLIES, RP&E, NC
Object . . . . . :	11 BUILDING MAINT EQUIP/SUPP

Budget . . . . . :	164,064
Encumbered amount . . . . . :	17,626.64
Pre-encumbered amount . . . . . :	502.74
Expenditures . . . . . :	145,744.55
Total expenditures . . . . . :	163,873.93
Balance . . . . . :	190.07

Press Enter to continue.

F3=Exit F12=Cancel



# TRAVIS COUNTY PURCHASING OFFICE

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

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

14

Approved by: \_\_\_\_\_

*Cyd V. Grimes 9/19/08*

**Voting Session: Tuesday, September 30, 2008**

**REQUESTED ACTION: APPROVE CONTRACT FOR RUBBER STAMPS AND NAME PLATES, IFB B080262-RG, TO THE LOW BIDDER, RODZINA INDUSTRIES, INC. (COUNTYWIDE)**

**Points of Contact:**

**Purchasing:** Rosalinda Garcia, 854-9700

**Department:** Purchasing Office, Cyd Grimes, Purchasing Agent

**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 rubber stamps and name plates for countywide departments.

A total of twenty-six (26) vendors were solicited; six bids were received. Purchasing recommends award to the low bidder, Rodzina Industries, Inc.

**Contract Expenditures:** Within the last 12 months \$14,003.55 has been spent against this requirement.

Not applicable

➤ **Contract-Related Information:**

Award Amount: Estimated requirements, as needed basis

Contract Type: Annual Contract

Contract Period: October 24, 2008 through October 23, 2009

➤ **Solicitation-Related Information:**

Solicitations Sent: 26

Responses Received: 6

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): countywide various funds
- 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

<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> 13558 <b>Vendor Notes:</b> 2x10 holder.			
Texas Marking Products	First Offer - \$7.75	15 / each	\$116.25		
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> EN-73939 <b>Vendor Notes:</b> 2X10 GOLD OR SILVER DESK HOLDER			
Schwaab, Inc.	First Offer - \$12.00	15 / each	\$180.00		
<b>Agency Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Vendor Notes:</b>			

**Vendor Totals**

<b>Rodzina Industries, Inc.</b>		<b>\$13,693.35 (84/84 items)</b>			
Bid Contact <b>Robert Cross</b> <a href="mailto:rodzinaind@aol.com">rodzinaind@aol.com</a> Ph 810-235-2341		Address <b>3518 Fenton Road</b> <b>Flint, MI 48507</b>			
<b>Agency Notes:</b>		<b>Vendor Notes:</b>			
<b>Texas Marking Products</b>		<b>\$15,075.46 (84/84 items)</b>			
Bid Contact <b>Jerry L Jackson</b> <a href="mailto:jjackson@texasmarkingproducts.com">jjackson@texasmarkingproducts.com</a> Ph 281-364-7100 x106 Fax 281-364-8688		Address <b>26019 IH 45 N</b> <b>The Woodlands, TX 77380</b>			
Qualifications <b>CISV SB</b>	Bid Notes <b>VENDOR WILL SELECT BEST PRODUCT FOR USE FOR SELF-INKING STAMPS, TO GIVE BEST PRICE. PRE-INKED STAMPS ARE THE xSTAMPER BRAND, QUALITY PRODUCTS FOR THE BEST PRICE</b>				
<b>Agency Notes:</b>		<b>Vendor Notes:</b> VENDOR WILL SELECT BEST PRODUCT FOR USE FOR SELF-INKING STAMPS, TO GIVE BEST PRICE. PRE-INKED STAMPS ARE THE xSTAMPER BRAND, QUALITY PRODUCTS FOR THE BEST PRICE			
<b>Schwaab, Inc.</b>		<b>\$25,052.71 (84/84 items)</b>			
Bid Contact <b>Jean Schmitz</b> <a href="mailto:schmitz@schwaab.com">schmitz@schwaab.com</a> Ph 800-935-9772 x404 Fax 800-935-9866		Address <b>11415 W. Burleigh St.</b> <b>Milwaukee, WI 53222</b>			
Qualifications <b>CISV TX</b>	<b>Agency Notes:</b>				
<b>Fivestar Rubber Stamp Etc., Inc.</b>		<b>\$25,832.27 (84/84 items)</b>			
Bid Contact <b>Syed Zaidi</b> <a href="mailto:quality@fivestarstamp.com">quality@fivestarstamp.com</a> Ph 714-774-6222		Address <b>1422 S. Allec Street, Suite D</b> <b>Anaheim, CA 92805</b>			
Bid Notes	<b>The reason I took exception is I like to clarify the description of product which is described in each single item offered.</b>				
<b>Agency Notes:</b>		<b>Vendor Notes:</b> The reason I took exception is I like to clarify the description of product which is described in each single item offered.			
<b>foreman office products</b>		<b>\$30,192.96 (33/84 items)</b>			
Bid Contact <b>joyce foreman</b> <a href="mailto:joyce.foreman@prodigy.net">joyce.foreman@prodigy.net</a> Ph 214-749-0266		Address <b>1926 main street</b> <b>dallas, TX 75201</b>			
Qualifications <b>HUB</b>					

<b>Agency Notes:</b>	<b>Vendor Notes:</b>
<b>Safina Office Products, Inc.</b>	<b>\$8,438.12 (48/84 items)</b>
Bid Contact <b>Susan Lee</b> <b>susanlee@safinaoffice.com</b> <b>Ph 713-981-6153</b>	Address <b>9916 Brooklet Dr.</b> <b>Houston, TX 77099</b>
Qualifications <b>HUB</b>	
<b>Agency Notes:</b>	<b>Vendor Notes:</b>
<b>Seton Identification Products</b>	<b>\$1,373.76 (12/84 items)</b>
Bid Contact <b>Nancy Vargovchik</b> <b>Nancy_Vargovchik@seton.com</b> <b>Ph 203-488-8059 x834537</b> <b>Fax 203-483-0717</b>	Address <b>20 Thompson Road</b> <b>Branford, CT 06405</b>
<b>Agency Notes:</b>	<b>Vendor Notes:</b>

\*\*All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.

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# TRAVIS COUNTY PURCHASING OFFICE

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

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

15

Approved by: \_\_\_\_\_

*Cyd V. Grimes 9/23/08*

**Voting Session: Tuesday, September 30, 2008**

**REQUESTED ACTION: APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 4) TO INTERLOCAL AGREEMENT NO. IL060040RE, WITH AUSTIN COMMUNITY COLLEGE, FOR EARLY CHILDHOOD MENTORING (TEACHER TRAC). (HHS & VS)**

**Points of Contact:**

**Purchasing:** Rebecca Gardner

**Department:** HHS, Sherri Fleming, Executive Manager

**County Attorney (when applicable):** Mary Etta Gerhardt

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro And Jose Palacios

**Other:**

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by statutes.
- Through this contract, funds are provided for tuition and books for childcare teachers and childcare center directors to take college level child development courses at ACC in pursuit of a Child Development Associate Credential or an Associate Degree in Child Development. The contract also provides for small cash bonuses for those teachers and directors who complete their coursework with a grade of C or better. Austin Community College (ACC) staff provides life coaching and support to teachers and directors who enroll to increase the odds of success.
- Modification No. 4 will renew the agreement for an additional twelve-month period from October 1, 2008 through September 30, 2009
- Modification No. 3 renewed the agreement for an additional twelve-month period from October 1, 2007 through September 30, 2008 with a not to exceed amount of \$56,758.
- Modification No. 2 renewed the agreement for an additional twelve-month period from October 1, 2006 through September 30, 2007 and added an additional \$10,000 for the FY'06 period for training.
- Modification No. 1 increased base contract funds by \$13,574 and added one time funding of \$15,000 for staff training on monitoring non-profit organizations.

➤ **Contract Expenditures:** Within the last 12 months \$54,055 has been spent against this contract.

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$81,055.00

Contract Type: Professional Services

Contract Period: October 1, 2005 – September 30, 2006

➤ **Contract Modification Information:**

Modification Amount: \$56,758.00

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): 00158916116099

Comments:

➤ **Statutory Verification of Funding:**

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

9/30



**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 17, 2008  
**TO:** Members of the Commissioners Court  
**FROM:** *Sherri E. Fleming*  
Sherri E. Fleming, Executive Manager  
Travis County Health and Human Services and Veterans Service  
**SUBJECT:** ACC Teacher TRAC contract renewal

**Proposed Motion:**

Consider and take appropriate action to approve renewing the ACC Teacher TRAC contract for FY'09.

**Summary and Staff Recommendations:**

This contract provides funds for tuition and books for childcare teachers and childcare center directors to take college level child development courses at ACC in pursuit of a Child Development Associate credential or an Associate Degree in Child Development. The contract also provides for small cash bonuses for those teachers and directors who complete their coursework with a grade of C or better. ACC staff provides life coaching and support to teachers and directors who enroll to increase the odds of success.

Qualifications needed to enroll in the program are as follows: teachers and directors must live in Travis County, must be working a minimum of 30 hours per week in a state licensed or regulated childcare facility, must complete their coursework with a grade of C or better, and commit to remain at their current childcare center for at least one year after completing their coursework.

TCHHSVS staff recommends renewing the contract for FY'09.

**Budgetary and Fiscal Impact:**

The FY'09 contract amount is \$56,758. These funds are in 001-5891-611-6099. This contract follows the county fiscal year. The contract number is IL060040RE. The requisition will be entered once the FY'09 budget is approved and loaded into H.T.E.

**Issues and Opportunities:**

Staff turnover in Travis County childcare centers is nearly 40% a year. One way to reduce this high turnover rate is to offer teachers at childcare centers the opportunity to increase their knowledge of early childhood development and childcare. By paying for tuition and books, as well as offering a small bonus for completing coursework, this contract provides incentives for these people to stay in the childcare field.

**Background:**

This contract started in FY'99. The focus originally was on providing on-site mentoring and training to teachers and directors at childcare centers in targeted zip codes. The focus changed in FY'02 to providing money for tuition and books so that teachers and directors could take college level courses in child development.

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

<b>ISSUED BY:</b> PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	<b>PURCHASING AGENT ASST: Rebecca Gardner</b> TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	<b>DATE PREPARED:</b> September 15, 2007
<b>ISSUED TO:</b> Austin Community College 5930 Middle Fiskville Road Austin, Texas 78752	<b>MODIFICATION NO.:</b> <p style="text-align: center;"><b>4</b></p>	<b>EXECUTED DATE OF ORIGINAL CONTRACT:</b> <p style="text-align: center;"><b>October 1, 2005</b></p>

ORIGINAL CONTRACT TERM DATES: October 1, 2005-September 30, 2006      CURRENT CONTRACT TERM DATES: October 1, 2007-September 30, 2008

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**

Original Contract Amount: \$81,055.00      Current Modified Amount \$194,571.00

**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. Contract funds shall not exceed \$56,758.00 for this renewal term.
2. Amend Section 4.2 by adding Section 4.2('09), "08 Renewal Term Work Statement, Performance Measures and Budget," as attached to this modification as Exhibit 1.

See attached amendment for additional information.

**Note to Vendor/City:**

Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.

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

<b>LEGAL BUSINESS NAME:</b> BY: <u><i>Stephen B. Kinslow</i></u> SIGNATURE BY: <u>Stephen B. Kinslow</u> PRINT NAME TITLE: <u>President / CEO</u> ITS DULY AUTHORIZED AGENT	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER DATE: <u>9/16/08</u>
TRAVIS COUNTY, TEXAS BY: <u><i>Cyd V. Grimes</i></u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: <u>9/19/08</u>
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

**2009 RENEWAL AND AMENDMENT OF INTERLOCAL COOPERATION AGREEMENT**  
**BETWEEN**  
**TRAVIS COUNTY AND**  
**AUSTIN COMMUNITY COLLEGE ("ACC") FOR**  
**TEACHER AND DIRECTOR TRAC SERVICES**

This 2009 Renewal and Amendment ("2009 Renewal") of the Interlocal Agreement ("Agreement") is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County") and Austin Community College, a state agency ("ACC").

County and ACC entered into an agreement ("Original Agreement"), the Agreement Term of which began October 1, 2005, and terminated September 30, 2006.

ACC agreed to provide personal and professional services and activities for indigents and other qualified recipients and/or for public health education and information, in accordance with the terms of the Agreement, thus providing services which further a public purpose.

The Agreement provided for amendment and renewal of the agreement by the written agreement of the Parties.

Pursuant to the Agreement terms, the Parties have previously amended the Agreement and have renewed the Agreement for additional one-year terms continuing through September 30, 2008 ("2008 Renewal Term").

County and ACC desire to amend the Agreement again to reflect certain mutually agreed upon changes in the Agreement and to renew the Agreement for an additional one-year period.

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 amend the Agreement as follows:

**1.0 AGREEMENT PERIOD**

1.1 **'09 Renewal Term.** The Parties agree to extend the Agreement for an additional one-year term, beginning October 1, 2008, and terminating September 30, 2009 ("09 Renewal Term").

**2.0 MAXIMUM FUNDS**

2.1 **Maximum Funds - '09 Renewal Term.** The Parties agree to amend Section 13.1.1 to add the following:

13.1.1('09) **'09 Renewal Term Maximum Amount.** Subject to other applicable provisions of this Agreement, as amended, in consideration of full and satisfactory performance of the services and activities provided under the terms of this Agreement during the '09 Renewal Term, as determined by County, County shall provide funds not to exceed the following amount:

<b><u>Base</u></b>	<b><u>Training</u></b>	<b><u>TOTAL</u></b>
\$ 56,758.00	\$ -0-	\$ 56,758.00

**3.0 ACC SERVICES**

3.1 **Services and Activities.** The Parties acknowledge and agree that ACC 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 amended in this 2009 Renewal.

3.2 **Insurance.** The Parties agree that the requirements for insurance for the '09 Renewal Term will continue as set forth in the original Agreement. ACC agrees to provide current '09 documentation of such insurance as required under the Agreement.

3.3 **Limitations.** Unless otherwise specifically stated herein, the performances required under this 2009 Renewal are performable only during the '09 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.

3.4 **2009 Update.** Within fifteen (15) days of execution of this 2009 Renewal, ACC 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:

- 3.4.1 Proof of Insurance
- 3.4.2 Update of any Policies and Procedures
- 3.4.3 Updated W-9 Taxpayer Identification Form
- 3.4.4 Updated IRS 990 Form
- 3.4.5 Change of Identity Information (Name, Address, etc.)

3.5 **Debarment, Suspension and Other Responsibility Matters.** By signing this 2009 Renewal, ACC 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.

3.6 **Certification and Warranty.** By signing this 2009 Renewal, ACC certifies and warrants that all certifications and warranties under the Agreement continue to be in full force and effect. ACC 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 '09 Renewal Term.

4.0 **ATTACHMENTS.**

4.1 **Attachments - '09 Renewal Term.** County and ACC agree to amend Section 4.2 by adding Section 4.2('09), "'09 Renewal Term Work Statement, Performance Measures and Budget," attached to this 2009 Renewal as Exhibit 1.

5.0 **INCORPORATION**

5.1 County and ACC hereby incorporate the Agreement into this 2009 Renewal. Except for the changes made in this 2009 Renewal, County and ACC 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.

6.0 **EFFECTIVE DATE**

6.1 This 2009 Renewal is effective October 1, 2008, when it is approved and signed by both of the Parties. This Agreement, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

IL060040RE  
Page 4 of 11  
Mod 4

**EXHIBIT 1**

**'09 Renewal Term**  
**Work Statement, Performance Measures and Budget**



J LOGOORE  
Page 5 of  
Mod 4

Form # 2: **PROGRAM WORK STATEMENT**  
Social Service Contracts – Travis County

Date updated: 8/27/08

Agency name: Austin Community College      Program name: Teacher & Director TRAC

1. Program goals and objectives:

The goal of Teacher TRAC is to increase the number of professionally trained early care and education workers in Travis County.

The goal of Director TRAC is to improve the qualifications of Travis County child care directors, permitting directors to meet Texas Department of Family and Protective Services Minimum Standards and Texas Rising Star Director Standards through college credit coursework.

2. Program clients served:

**Teacher TRAC:** Early care and education employees working and/or living in Austin and/or Travis County, who meet income eligibility and who have at least 3 months experience working in a child care setting directly with young children are eligible for Teacher TRAC services. Client eligibility is documented on the Partnership Contract; the director verifies the applicant's work history; the 3 months eligibility requirement of family day home providers will be verified by the date the family day home became registered with Child Care Licensing.

**Eligibility for first priority:**

To be eligible for first priority students must be:

- Child care professionals working full-time (30 hours per week or more) who live and/or work fulltime in the City of Austin or Travis County with a family income below 200% of the FPL.

**First enrollment option:**

Students who meet the eligibility for first priority will then be enrolled based on the following list of priorities:

1. Continuing Teacher TRAC participants have priority over new students. Current students will be grandfathered related to these new priorities.
2. Teachers who work in a child care center enrolled in the Texas or Austin Rising Star system and who are working with a mentor.
3. Teachers who work in a child care center enrolled in other Travis County or City of Austin funded project.
4. Teachers who work in a child care center in Austin or Travis County.

Enrollment of students who do not meet eligibility for first priority will occur for the same groups listed in the first enrollment option based on the following order:

1. Child care professionals who live and/or work in the City of Austin or Travis County with a family income above 200% of poverty up to the Travis County median income.
2. Teachers who are working part-time (less than 30 hours per week) who meet the income guidelines.

**Director TRAC:** Child care center directors working in or living in Austin and/or Travis County and who have at least 3 months experience as a director or assistant director and who meet income eligibility criteria are eligible for Director TRAC services. Client eligibility is documented on the Partnership Contract.

**First Priority:**

- Child care center directors or assistant directors working full-time (30 hours per week or more) who live and/or work fulltime in the City of Austin or Travis County with a family income below 200% of the FPL.

**First enrollment option:**

Directors and Assistant Directors who meet the eligibility for first priority will then be enrolled based on the following list of priorities:

1. Continuing Teacher TRAC participants have priority over new students. Current students will be grandfathered related to these new priorities.
2. Directors and Assistant Directors who work in a child care center enrolled in the Texas or Austin Rising Star system and who are working with a mentor.
3. Directors and Assistant Directors who work in a child care center enrolled in other Travis County or City of Austin funded project.
4. Directors and Assistant Directors who work in a child care center in Austin or Travis County.

Enrollment of students who do not meet eligibility for first priority will occur for the same groups listed in the first enrollment option based on the following order:

1. Directors and Assistant Directors who live and/or work in the City of Austin or Travis County with a family income above 200% of poverty up to the Travis County median income.
2. Directors and Assistant Directors who are working part-time (less than 30 hours per week) who meet the income

3. Program services and delivery:

Teacher and Director TRAC program service delivery model is as follows:

Recruitment and Application Process:

Recruit currently employed early care and education workers and directors employed in licensed child care centers or registered homes in Travis County. Interested early care and education workers or directors submit an application and Teacher TRAC contract signed by the individual and his or her director in the case of early care and education workers or the director and owner or board president of the child care center for director's applications.

Enrollment process

Eligible early care and education workers and directors are assisted in the registration and advising processes to enroll in approved courses. Students are enrolled in courses that meet their degree plan requirements.

Ongoing support

Assist participants in successfully completing college courses by providing support and life skills coaching to students as needed and by tracking students' success in courses.

Stipends

Provide early care and education workers with a \$75 bonus after the completion of their first ACC course with a "C" or above and additional bonuses of \$100 after each additional 12 hours completed with a "C" or above.

Provide child care center directors a bonus of \$100 after the completion of 6-9 hours with a "C" or above.

CDA Credential Process

Provide support to students completing three course CDA sequence to complete the CDA application process and pay for \$325 application fee for eligible students.

Maintain Project files and reporting systems of participant files with participant's name, address, place of employment, degree plan, Teacher TRAC contract and record of services rendered.

4. System for collecting and reporting program data:

The Teacher TRAC coordinator maintains a database and paper files of each participant that include demographic and work information as well as degree plans. Grades are collected each semester to determine eligibility for continuing in Teacher TRAC (a "C" or better and continued employment in the child care field or permission from the Project Coordinator and Advisory Committee). Course completion hours and grades are monitored for bonus awards as well. The fiscal expenditures are monitored by ACC's Business Office and appropriate documents are maintained there. This information is reviewed by the faculty assigned to the project prior to reporting to the funders.

5. Program Evaluation Plan

• Performance evaluation:

Teacher TRAC participants complete the annual Child Development Program Evaluation Survey which records responses on a Likert Scale to determine instructional effectiveness and satisfaction with the Teacher TRAC Project. Teacher TRAC participants participate in evaluation of their faculty every Fall Semester. Participants who withdraw from courses complete a Teacher TRAC follow-up survey to determine reasons for their withdrawal. Additionally, anecdotal reports to the Teacher TRAC coordinator and faculty are compiled for a very "personal" view of the Project. The results of the above are presented to the Teacher TRAC Advisory Committee and programmatic changes are made as needed. Additionally, the program will be evaluated on the achievement of stated outputs and outcomes.

• Quality improvement:

Quality improvement plans will be implemented on an as needed basis as determined by the program's performance in achieving Teacher and Director TRAC's goals, as well as ratings and feedback received in the annual Child Development Program Evaluation Survey. The Teacher TRAC Community Advisory Committee and the Child Development Department Chair will review information about the program's performance and make recommendations for needed quality improvement.

Additional quality improvements will be the result of the quality system and work coordination among FamilyConnections, WorkSource Child Care Solutions and ACC on the Austin Rising Star System of Care.

6. Coordination and collaboration of services with other organizations, including strategies and methods:

Teacher and Director TRAC will coordinate with the Early Care and Education Planning Group of the Community Action Network in the ongoing operation of the Austin Rising Star System of Care. Priority

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Mod 4

enrollment in Teacher and Director TRAC will be given to employees of child care centers that are at least three star centers in the Austin Rising Star System of Care.

Collaborative funding efforts exist between Child, Inc. and Workforce Child Care Solutions and Teacher TRAC. Child Inc. provides scholarships for tuition to its staff; Workforce Child Care Solutions gives funds to Teacher TRAC to provide scholarships to early care and education workers employed in Rising Star vendor centers. Teacher TRAC provides books and bonuses to these participants.

7. Community planning activities:

Community planning for Teacher and Director TRAC will be completed by the Teacher TRAC Advisory Committee which will meet at least one time per year to review the program. Currently the committee members represent our partners such as WorkSource and Child Inc., directors of general child care program and program participants.

Additional planning for Teacher and Director TRAC will be done in conjunction with overall community planning efforts including the Early Care and Education Planning group of the Community Action Network, the Success by Six community planning processes and the Austin Child Care Council planning initiatives.

**Form # 3: PERFORMANCE MEASURES AND GOALS**  
Social Service Contracts – Travis County

Date prepared: 9/08/08

**OUTPUT MEASURES**

<u>OUTPUT # 1</u>	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL (City + All Other) Annual Goal</u>
<b>Number of early childhood development staff receiving training or technical assistance (Scholarships or books depending on participants funding source – unduplicated)</b>	<b>56</b>	<b>129</b>	<b>185</b>

<u>OUTPUT # 2</u>	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL (City + All Other) Annual Goal</u>
<b>Number of hours of life coaching and support for successfully completing courses</b>	<b>105</b>	<b>245</b>	<b>350</b>

**OUTCOME (RESULTS) MEASURES**

	<b>Total Program Annual Goal</b>
<b>Total Program Performance – OUTCOME # 1 Percentage of Teacher TRAC participants completing college credit coursework with a “C” or above.</b>	
<b>Number of students completing college credit coursework with a “C” or above (numerator)</b>	<b>140</b>
<b>Number of Teacher TRAC participants enrolled in courses (denominator)</b>	<b>185</b>
<b>Percentage of Teacher TRAC participants completing coursework with a “C” or above (outcome rate)</b>	<b>75%</b>

	<b>Total Program Annual Goal</b>
<b>Total Program Performance – OUTCOME # 2 Percentage of Teacher TRAC students enrolled in CDA coursework in Fall 2007 completing their CDA coursework (12 college credit hours)</b>	
<b>Number of Teacher TRAC CDA students who complete coursework (numerator)</b>	<b>33</b>
<b>Number of Teacher TRAC students enrolled in CDA courses in Fall 2008 (denominator)</b>	<b>50</b>
<b>Percentage of Teacher TRAC CDA students completing their CDA coursework or still enrolled in coursework. (outcome rate)</b>	<b>66%</b>

	<b>Total Program Annual Goal</b>
<b>Total Program Performance – OUTCOME # 2 Percentage of Director TRAC participants who complete 2 college level courses.</b>	
<b>Number of Director TRAC participants who complete 2 college level courses (numerator)</b>	<b>7</b>
<b>Number of Director TRAC participants (denominator)</b>	<b>10</b>
<b>Percentage of Director TRA participants who complete 2 college level courses. (outcome rate)</b>	<b>70%</b>

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 Page 10 of 11  
 mod 4

Date prepared: 9/08/08

Program's Line Item Budget	Requested Travis County Amount	Amount Funded by ALL OTHER Sources	TOTAL Budget (ALL funding sources)
<b>PERSONNEL</b>			
1. Salaries and Benefits	0	\$53,389	\$53,389
<b>A. Subtotals: PERSONNEL</b>	0	\$53,389	\$53,389
<b>OPERATING EXPENSES</b>			
2. General Operating Expenses	4641	7325	11,966
3. Consultants/ Contractuals	0	0	0
4. Staff Travel - <u>Out of Travis County</u>	0	0	0
5. Conferences/Seminars - <u>Out of Travis County</u>	0	0	0
<b>B. Subtotals: OPERATING EXPENSES</b>	4641	7325	11,966
<b>DIRECT ASSISTANCE for PROGRAM CLIENTS</b>			
6. Food/Beverage for Clients	0	0	0
7. Financial Assistance for Clients	0	0	0
8. Other (describe) Books, bonuses, Scholarships for Tuition and CDA Credential fees	52,117	74,594	126,711
<b>C. Subtotals: DIRECT ASSISTANCE</b>	52,117	74,594	126,711
<b>CAPITAL OUTLAY (with per Unit Cost greater than \$1,000 ONLY)</b>			
9. Capital Outlay	0		
<b>D. Subtotals: CAPITAL OUTLAY</b>	0		
<b>TOTALS</b>			
<b>GRAND TOTALS (A + B + C + D)</b>	<b>\$56,758</b>	<b>\$135,308</b>	<b>\$192,066</b>
<b>PERCENT SHARE of Total for Funding Sources:</b>	<b>30%</b>	<b>70%</b>	<b>100%</b>



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

16

Cyd V. Grimes 9/22/08

Approved by: \_\_\_\_\_

Voting Session: Tuesday, September 30, 2008

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR FY2008 ALTERNATIVE PAVING PROGRAM IFB, NO. B080298-JW, TO THE LOW BIDDER, WHEELER COATINGS ASPHALT, LP (TNR)

RECEIVED COUNTY JUDICIAL OFFICE 08 SEP 22 PM 3:32

Points of Contact:

Purchasing: Jason G. Walker

Department: (TNR), Joe Gieselman, Executive Manager, Don Ward

County Attorney (when applicable): Chris Gilmore

County Planning and Budget Office: Leroy Nellis

County Auditor's Office: Susan Spataro, Jose Palacios

Other:

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.
- This contract will require the contractor to provide all labor and materials necessary for the application of approximately 174,500 square yards of a "Trap Rock" friction single course surface treatment, with some areas of the project needing base and surface repair performed prior to the application of the surface treatment, all of which is necessary due to the existing wear and polished surface that currently exists, creating reduced friction on the surface of the roadway in Precincts 1 and 3.
- Subject IFB opened on September 17, 2008, with three (3) bids received in response to the solicitation. The low bidder is Wheeler Coatings Asphalt, LP, with a Base Bid amount of \$746,640.00.
- TNR is recommending, and Purchasing concurs with TNR for the award of a contract for the Base Bid amount of \$746,640.00 to the low bidder, Wheeler Coatings Asphalt, LP.
- **Contract Expenditures:** Within the last 12 months \$0.00 has been spent against this contract.

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$746,640.00 (Not-to-Exceed)  
Contract Type: Construction  
Contract Period: Work to be completed by 11/30/08

➤ **Contract Modification Information:**

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

➤ **Solicitation-Related Information:**

Solicitations Sent: 14 Responses Received: 3  
HUB Information: Vendor is not a HUB % HUB Subcontractor: 10%

➤ **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: With this project's bid opening 9/17, and Purchasing's CC agenda deadline 9/18, signed original contracts aren't included with this CC agenda request. Contracts have been electronically distributed to contractor on 9/19 for signature, and the contractor is to return them to County early in the 9/22 week, and will then have to Commissioners Court upon completion of all internal signatures.

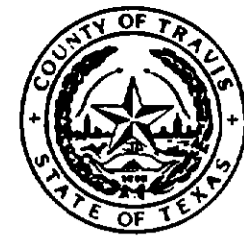
➤ **Funding Information:**

- Purchase Requisition in H.T.E.: 444681
- Funding Account(s): 099-4941-621-8164
- Comments:

➤ **Statutory Verification of Funding:**

- Contract Verification Form: Funds Verified \_\_\_ Not Verified X by Auditor.





**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 18, 2008

PROCEED TO  
TRAVIS COUNTY  
SEP 22 AM 8:47  
PURCHASING  
OFFICE

**MEMORANDUM**

TO: Cyd Grimes, Purchasing Agent

FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: Place item on the Commissioner's Court Agenda to Award a Construction Services Contract with Wheeler Coatings Asphalt, LP for FY 2008 Alternative Paving Program

**Proposed Motion:**

Approve a construction services contract with Wheeler Coatings Asphalt, LP for a not-to-exceed amount of \$746,640.00 for the FY 2008 Alternative Paving Program.

**Summary and Staff Recommendation:** On Wednesday, September 17, 2008, Travis County received bids from three (3) vendors in response to IFB No. B080298-JW. TNR has reviewed the bids and would like to award the construction contract to the apparent low bidder Wheeler Coatings Asphalt, LP for \$746,640.00. This contract is for alternative paving program in Precinct 1 and Precinct 3.

**Budgetary and Fiscal Impact:** Funds for this work are encumbered under requisition number 444681. The commodity/sub-commodity number is 968/053 and the account number is provided below.

<u>Account Number</u>	<u>Source of Funding</u>	<u>Amount</u>
099-4941-621-8164	Road and Bridge Funds	\$746,640.00

**Required Authorizations:** Planning and Budget Office, County Attorney's Office, and Auditor's Office.

**Attachments**

FY 2008 Alternative Paving Program, Bids

BC:JPG:bc

CC Jessica Rio, Planning and Budget Office  
Chris Gilmore, County Attorney's Office  
Sean O'Neal, County Auditor's Office  
Don Ward, TNR  
Brunilda Cruz, TNR

IFB No. B080298-JW  
 FY 2008 ALTERNATIVE PAVING PROGRAM

II. Instructions to Bidders  
 A. Bid Proposal

**CONTRACT NO. 08K00298JW**

BASE BID							
Bid Item	Spec. Item No.	Bid Quan.	Unit	Tech Spec	Description	Unit Price	Amount
1A	316, 502, 677	174,500	SY		Single Course (Trap Rock) surface treatment application as required, traffic control (TC), materials, sweeping, necessary equipment, and labor, COMPLETE, and INPLACE per square yard.	\$ 2.02	\$ 352,490.00
2A	662, 502	1025	EACH		Temporary pavement markers, Tabs, installed COMPLETE and INPLACE per each, including TC, shoulder dress-up, project clean-up, and TC removal.	\$ 2.00	\$ 2050.00
3A	340, 502, 677	15,000	SY		Pavement Repair and Site Preparation including milling/planning up to 4" depth, excavation, sweeping, TC, and level-up with Type C HMA, COMPLETE and INPLACE per square yard.	\$ 26.14	\$ 392,100.00

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

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

Total Base Bid Total Amount \$ 746,640.00

Seven hundred forty six thousand six hundred forty dollars Dollars and  
 (Print or Type Dollar Amount)

Zero Cents (\$ 0)  
 (Print or Type Cents Amount) (Figures)

**Please note the following listed abbreviations used for proposed units:**

CY = Cubic Yard LF = Linear Foot STA = Stations AC = Acre EA = Each SY = Square Yards GAL =Gallon LS = Lump Sum

IFB No. B080298-JW  
FY 2008 ALTERNATIVE PAVING PROGRAM

III. Bid Requirements  
A. Bid Proposal

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

**BASE BID**

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

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

Has complied with Instructions to Bidders, examined the Bidding Documents dated August 2008 is familiar with all the conditions relating to the proposed project, and has received Addenda Numbers 1 through \_\_\_\_\_, and has included their provisions in the Bid upon these premises. The Bidder hereby proposes to furnish all labor, materials, services, permits, machinery, tools, supplies, bonds, overhead and profit required for or incidental to full and final completion of the FY 2008 ALTERNATIVE PAVING PROGRAM in accordance with the Notice to Bidders and Instructions within the time set forth herein for a Stipulated Lump Sum Price including Contractor's fee in the amount of:

**ATTACHMENTS**

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

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

IFB No. B080298-JW  
FY 2008 ALTERNATIVE PAVING PROGRAM

III. Bid Requirements  
A. Bid Proposal

SIGNATURES

A. IF BIDDER IS AN INDIVIDUAL:

By: \_\_\_\_\_  
(Signature of individual authorized to sign) (Printed name of individual)

Doing Business as: \_\_\_\_\_

Business Address \_\_\_\_\_

Telephone No: \_\_\_\_\_

Submitted on: \_\_\_\_\_, 20\_\_

B. IF BIDDER IS A PARTNERSHIP:

By: [Signature] \_\_\_\_\_  
(Signature of person(s) authorized to sign) (Printed name of person(s))

(General partner) JW Coatings Asphalt Mgmt LLC

(General partner) \_\_\_\_\_

(General partner) \_\_\_\_\_

Business Address 3099 N. IH35 Round Rock Tx 78664

Telephone No: 512-346-3839

Submitted on: 9-16, 2008

C. IF BIDDER IS A CORPORATION:

By: \_\_\_\_\_  
(Corporation name)

\_\_\_\_\_  
(State of incorporation)

By: \_\_\_\_\_  
(Signature of person authorized to sign) (Printed name of person authorized to sign)

\_\_\_\_\_  
(title)

Corporate seal

Attest:

(Secretary)

Business Address \_\_\_\_\_

Telephone No: \_\_\_\_\_

Submitted on: \_\_\_\_\_, 20\_\_

STATE OF TEXAS §

COUNTY OF TRAVIS §

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

WHEREAS, the County desires to enter into a contract for the construction of FY 2008 ALTERNATIVE PAVING PROGRAM in Travis County, Texas, in accordance with the provisions of state statutes and conforming to the Contractor's Notice of Construction, Bid Proposal (including the Bidding Documents, Bid Form, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications and Plans marked FY 2008 ALTERNATIVE PAVING PROGRAM (IFB NO. B080298-JW), all of which are incorporated herein;

WHEREAS, the Contractor has been engaged in and now does comparable work and represents that he/she is fully equipped, competent, and capable of performing the above- desired and outlined work, and is ready and willing to perform such work in accordance with all provisions of the abovementioned Specifications and Plans marked (IFB NO. B080298-JW)

NOW THEREFORE, in consideration of the County's promise to pay the amount below as totaled in the Bid Proposal hereto attached and made part of this Contract, the Contractor agrees to do at his own proper cost and expense all the work necessary for the construction of FY 2008 ALTERNATIVE PAVING PROGRAM in Travis County, Texas in accordance with the provisions of the aforementioned Contractor's Notice of Construction, the Bid Proposal as awarded by the Commissioners Court, and the Specifications and Plans marked (IFB NO. B080298-JW) to the satisfaction of the Executive Manager of the Transportation and Natural Resources Department of Travis County, Texas.

This contract document, the Contractor's Notice of Construction, the Bid Proposal (including the Bidding Documents, the Bid Form, and any Addenda or Amendments thereto), and the Specifications and Plans marked (IFB NO. B080298-JW) represent the entire and integrated contract between the County and the Contractor and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by both the County and the Contractor.

The said Contractor further agrees to be available for work within fourteen (14) calendar days, and to complete the work by November 30, 2008, after receiving a written "Notice to Proceed".

Travis County, Texas, in consideration of the full and true performance of the said work by said Contractor, hereby agrees and binds itself to pay to said Contractor the total contract amount of \$764,640.00 consisting of \$400,000.00 for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of the contract and \$364,640.00 for all other charges, including the cost of other services, overhead, materials which do not become part of the finished project or are reusable, and machinery or equipment and its accessory, repair, or replacement parts, and in the manner provided for, within thirty (30) calendar days from the receipt of an acceptable invoice. This division of the contract amount is made for sales tax purposes only. The Contractor shall maintain internal records to verify the division. The Contractor shall make these records available upon the request of the Travis County Auditor.

DRAFT

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

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

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

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

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, YEAR \_\_\_\_\_.

TRAVIS COUNTY, TEXAS

WHEELER COATINGS ASPHALT, LP  
CONTRACTOR NAME

BY: \_\_\_\_\_  
TRAVIS COUNTY JUDGE

BY: \_\_\_\_\_

APPROVED AS TO FORM:  
\_\_\_\_\_  
TRAVIS COUNTY ATTORNEY

APPROVED:  
\_\_\_\_\_  
COUNTY PURCHASING AGENT

CERTIFIED FUNDS ARE AVAILABLE  
\_\_\_\_\_  
COUNTY AUDITOR, TRAVIS COUNTY

IFB No. B080298-JW  
 FY 2008 ALTERNATIVE PAVING PROGRAM

II. Instructions to Bidders  
 A. Bid Proposal

**CONTRACT NO. 08K00298JW**

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

Total Base Bid Total Amount

\$ 746,640.<sup>00</sup>

Seven hundred forty six thousand Six hundred forty dollars Dollars and  
 (Print or Type Dollar Amount)

Zero  
 (Print or Type Cents Amount)

Cents

(\$ 8 )  
 (Figures)

**Please note the following listed abbreviations used for proposed units:**

CY = Cubic Yard LF = Linear Foot STA = Stations AC = Acre EA = Each SY = Square Yards GAL =Gallon LS = Lump Sum

**IFB No. B080298-JW  
FY 2008 ALTERNATIVE PAVING PROGRAM**

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

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

**BASE BID**

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

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

Has complied with Instructions to Bidders, examined the Bidding Documents dated August 2008 is familiar with all the conditions relating to the proposed project, and has received Addenda Numbers 1 through \_\_\_\_\_, and has included their provisions in the Bid upon these premises. The Bidder hereby proposes to furnish all labor, materials, services, permits, machinery, tools, supplies, bonds, overhead and profit required for or incidental to full and final completion of the FY 2008 ALTERNATIVE PAVING PROGRAM in accordance with the Notice to Bidders and Instructions within the time set forth herein for a Stipulated Lump Sum Price including Contractor's fee in the amount of:

**ATTACHMENTS**

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

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



IFB No. B080298-JW  
FY 2008 ALTERNATIVE PAVING PROGRAM

III. Bid Requirements  
A. Bid Proposal

SIGNATURES

A. IF BIDDER IS AN INDIVIDUAL:

By: \_\_\_\_\_  
(Signature of individual authorized to sign) (Printed name of individual)

Doing Business as: \_\_\_\_\_

Business Address \_\_\_\_\_

Telephone No: \_\_\_\_\_

Submitted on: \_\_\_\_\_, 20\_\_

B. IF BIDDER IS A PARTNERSHIP:

By: [Signature] \_\_\_\_\_ JACK Wheeler \_\_\_\_\_  
(Signature of person(s) authorized to sign) (Printed name of person(s))

(General partner) JW Coatings Asphalt Mgmt LLC

(General partner) \_\_\_\_\_

(General partner) \_\_\_\_\_

Business Address 3099 N. IH35 Round Rock Tx 78664

Telephone No: 512-346-3839

Submitted on: 9-16, 2008

C. IF BIDDER IS A CORPORATION:

By: \_\_\_\_\_  
(Corporation name)

\_\_\_\_\_  
(State of incorporation)

By: \_\_\_\_\_  
(Signature of person authorized to sign) (Printed name of person authorized to sign)

\_\_\_\_\_  
(title)

Corporate seal

Attest:

(Secretary)

Business Address \_\_\_\_\_

Telephone No: \_\_\_\_\_

Submitted on: \_\_\_\_\_, 20\_\_

**TRAVIS COUNTY PURCHASING OFFICE  
CONSTRUCTION CONTRACTS  
BID TABULATION FORM**

BID NO.: B080298-JW      BID DATE: 8.29.08      BIDS SOLICITED: 14

DESCRIPTION: FY 2008 Alternative Paving Program      OPEN TIME: 2:00 p.m. CST      BIDS RECEIVED: 3

DEPARTMENT: TNR      BIDS EXPIRE: 12.16.08      HUBS SOLICITED: 1

CONTACT/NO.: Don Ward      HUBS RECEIVED: 1

Bidder's Name	Base Bid	Total	Bond	Adden	Ethics	Safety	SWP3	Non-Collusion	HUB Information
									HUB %
1 Wheeler Coating	\$746,640		✓	✓	✓	✓			
2 FN Ploch Construction	\$1,504,550		✓	✓	✓	✓			
3 Austin Bridge & Rd	\$159,925		✓	✓	✓	✓		✓	10%
4									
5									
6									
7									
8									
9									
10									

Reviewed and Acknowledged By:

SIGNATURE	DATE
<i>Jason G. Walker</i>	9.17.08
PRINT NAME	
Jason G. Walker	

Account Balance Inquiry

Account number . . . : 99-4941-621.81-64  
Fund . . . . . : 099 ROAD & BRIDGE FUND  
Department . . . . . : 49 TNR (TRANS & NATRL RESRC)  
Division . . . . . : 41 ROAD & BRIDGE MAINTENANCE  
Activity basic . . . . . : 62 INFRA-ENV SCVS (TRNS&RDS)  
Sub activity . . . . . : 1 TNR (TRANS & NATRL RESRC)  
Element . . . . . : 81 CAPITAL OUTLAY  
Object . . . . . : 64 PURCH SVC-INFRASTRCTR RDS

Original budget . . . . . : 602,825  
Revised budget . . . . . : 3,245,672 07/14/2008  
Actual expenditures - current . . . : 311,068.38  
Actual expenditures - ytd . . . . : 1,409,007.45  
Unposted expenditures . . . . . : .00  
Encumbered amount . . . . . : 563,777.37  
Unposted encumbrances . . . . . : .00  
Pre-encumbrance amount . . . . . : 787,302.39  
Total expenditures & encumbrances: 3,071,155.59 94.6%  
Unencumbered balance . . . . . : 174,516.41 5.4

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

**TRAVIS COUNTY**  
**Pre-Encumbrance Detail**

Account number: 99-4941-621-81.64  
CAPITAL OUTLAY / PURCH SVC-INFRASTRCTR RDS  
Position to . . . . Requisition number \_\_\_\_\_  
or Po number . . . . \_\_\_\_\_

Type selections, press Enter.

1=Select

Opt	Requisition Number	Purchase Order	Amount	Year	Project
-	0000442928		40,662.39	2008	
-	0000444681		746,640.00	2008	

F12=Cancel

PURCHASE REQUISITION NBR: 0000444681

STATUS: AUDITOR APPROVAL

REQUISITION BY: BRUNILDA CRUZ 854-7679 REASON: ENC. PENDING CONTRACT AWARD ATTN: MARVIN BRICE DATE: 7/09/08

SHIP TO LOCATION: TNR ADMIN - 11TH FLR SUGGESTED VENDOR: UNKNOWN DELIVER BY DATE: 9/07/08

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	SINGLE COURSE (TRAP ROCK) 2008 SINGLE/DOUBLE COURSE PROGRAM COMMODITY: PUBLIC WORKS/CONSTRUCTION SUBCOMM: MAJOR ROADS-RESURFACING	746640.00	DOL	1.0000	746640.00	

REQUISITION TOTAL: 746640.00

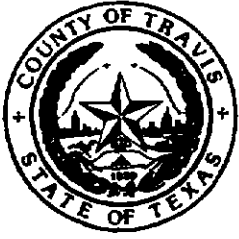
A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	09949416218164	CAPITAL OUTLAY PURCH SVC-INFRASTRCTR RDS	100.00	746640.00
				746640.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

20080709 RT COURT  
9/18/08 SENT BACK.GMC



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

17

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

Approved by: \_\_\_\_\_

*Cyd V. Grimes 9/19/08*

**Voting Session: Tuesday, September 30, 2008**

**REQUESTED ACTION: APPROVE MODIFICATION NO. 14 TO CONTRACT CM040145LC, VISTA SOLUTIONS GROUP, FOR THE DOCUMENT IMAGING SYSTEM FOR THE COUNTY CLERK AND DISTRICT CLERK. (ITS/DISTRICT CLERK/COUNTY CLERK)**

**Points of Contact:**

**Purchasing:** Lori Clyde, 854-4205

**Department:** DISTRICT CLERK, Laura Taylor, 854-5220; Michelle Brinkman; Amalia Rodriguez-Mendoza

**County Attorney (when applicable):** Tenley Aldredge

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro and Jose Palacios

**Other:** ITS, Chris Cox, 854-9154; Joe Harlow, 854-9372; Alicia Perez, Executive Manager; COUNTY CLERK, Dana DeBeauvoir

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes. This contract provides for the implementation and maintenance of a Document Imaging System for the County and District Clerks.

On March 9, 2004, the Travis County Commissioners Court awarded a contract to Vista Solutions Group, Inc. for the implementation of a document management system (DMS) for the District and County Clerks.

The contract included several implementation items, including services to be performed by the vendor to implement a Document Management System for Civil Courts eFiling. As the project has proceeded the County Clerk and District Clerk have identified additional requirements and modules to enhance the operations of the departments and to increase efficiencies.

At this time, the District Clerk recommends 1) modifying the eDocket module and 2) purchasing the VistaSG Excel Conversion program license and maintenance. The eDocket modification will convert the Judges' notes in the SQL database to PDF, insert and index to VisiFLOW and link to the case file. The conversion program will convert existing Excel spreadsheets to SQL. The cost for these modifications will be \$13,000.00. As a result of the eDocket modification, the annual maintenance will increase \$900.00. Maintenance will begin after the 90 day warranty and may be prorated during the initial year.

Modification No. 13, approved in Commissioners Court May 6, 2008, was to implement the auto redaction module for the District Clerk and to increase the VisiFLOW viewing licenses and workflow licenses for the DMS.

Modification No. 12, approved in Commissioners Court January 8, 2008, was to add E-Docket module and services.

Modification No. 11, approved in Commissioners Court December 11, 2007, was to purchase the Microfilm Archive Writer module and to purchase additional licenses and professional services for the expansion of the DMS to Criminal District Courts.

Modification No. 7-10, approved in FY07, was to purchase additional licenses and application enhancements.

Modification No. 5-6, approved in FY06, was for additional training and application enhancements.

Modification No. 4, approved in Commissioners Court on September 20, 2005, was for additional software modules and application enhancements.

Modification No. 1-3, approved in FY04, was for additional licenses, services, application changes and enhancements.

- **Contract Expenditures:** Within the last 12 months \$248,118.49 has been encumbered and \$225,808.49 has been spent against this contract.

Not applicable

- **Contract Modification Information:**

Modification Amount: \$13,900.00

Modification Type: additional software and professional services

Modification Period: Beginning September 30, 2008

- **Funding Information:**

Purchase Requisition in H.T.E.: 448355

Funding Account(s) 001-2101-543-6099, 001-2101-543-5002

Comments:

- **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_\_\_ Not Verified \_ by Auditor.

**From:** Laura Taylor  
**To:** Lori Clyde  
**Date:** 8/25/2008 12:43 PM  
**Subject:** modify contract  
**Attachments:** 08122008 quote judges notes conversion.pdf

**CC:** Michelle Brinkman; Robert Chappell  
Please find this memo as a request from the District Clerk's office to modify the current contract with Vista Solutions Group.  
(PO#384920)

Attached is a copy of the quote we used to process requisition number 448355. Please let me know if you will need any other information from our office. Thank you. LT

Laura Taylor  
Deputy District Clerk  
512-854-5224



PURCHASE REQUISITION NBR: 0000448355

STATUS: AUDITOR APPROVAL  
REASON: OPEN MARKET

DATE: 8/25/08

DELIVER BY DATE: 8/25/08

REQUISITION BY: L TAYLOR 45224

SHIP TO LOCATION: DISTRICT CLERK

SUGGESTED VENDOR: 64421 VISTA SOLUTIONS GROUP LP

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	ONSITE IMPLEMENTATION, TESTING AND TRAINING COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: INSTALLATION SERVICES	24.00	HR	125.0000	3000.00	
2	ANNUAL MAINTENANCE EDOCKET TO DMS PROGRAM - NBR.2 COMMODITY: DP PROCESS & SOFTWARE SVC SUBCOMMOD: SOFTWARE MAINT/SUPPORT	1.00	EA	900.0000	900.00	
3	VISTASG EXCEL CONVERSION PROGRAM FOR EXISTING SPREADSHEETS TO SQL COMMODITY: DP PROCESS & SOFTWARE SVC SUBCOMMOD: SOFTWARE UPDATING SVCS	1.00	EA	5000.0000	5000.00	
4	VISTASG EDOCKET MODIFICATIONS JUDGES NOTES IN SQL DATABASE TO PDF INSERT AND INDEX TO VISIFLOW; LINK TO CASE FILE COMMODITY: DP PROCESS & SOFTWARE SVC SUBCOMMOD: SOFTWARE UPDATING SVCS	1.00	EA	5000.0000	5000.00	

REQUISITION TOTAL: 13900.00

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

LINE #	ACCOUNT	PROJECT	AMOUNT
1	00121015436099	OTHER PURCHASED SERVICES	3000.00
2	00121015435002	OTHER PURCHASED SERVICES REPR & MTNC-SERVCS PURCHD	900.00
3	00121015436099	MAINTENANCE AGREEMENTS-DP OTHER PURCHASED SERVICES	5000.00
4	00121015436099	OTHER PURCHASED SERVICES OTHER PURCHASED SERVICES	5000.00
			13900.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

GM200I13

TRAVIS COUNTY

9/18/08

Fiscal Year 2008

Account Balance Inquiry

13:43:27

Account number . . . : 1-2101-543.50-02  
Fund . . . . . : 001 GENERAL FUND  
Department . . . . . : 21 DISTRICT CLERK  
Division . . . . . : 01 CIVIL  
Activity basic . . . . : 54 JUSTICE SYSTEM  
Sub activity . . . . . : 3 DISTRICT CLERK  
Element . . . . . : 50 REPR & MTNC-SERVCS PURCHD  
Object . . . . . : 02 MAINTENANCE AGREEMENTS-DP

Original budget . . . . . :	3,000	
Revised budget . . . . . :	1,271	09/11/2008
Actual expenditures - current . . . :	.00	
Actual expenditures - ytd . . . . :	370.70	
Unposted expenditures . . . . . :	.00	
Encumbered amount . . . . . :	.00	
Unposted encumbrances . . . . . :	.00	
Pre-encumbrance amount . . . . . :	900.00	
Total expenditures & encumbrances:	1,270.70	100.0%
Unencumbered balance . . . . . :	.30	0.0

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

GM200I13

TRAVIS COUNTY

9/18/08  
13:43:31

Fiscal Year 2008

Account Balance Inquiry

Account number . . . . : 1-2101-543.60-99  
Fund . . . . . : 001 GENERAL FUND  
Department . . . . . : 21 DISTRICT CLERK  
Division . . . . . : 01 CIVIL  
Activity basic . . . . : 54 JUSTICE SYSTEM  
Sub activity . . . . . : 3 DISTRICT CLERK  
Element . . . . . : 60 OTHER PURCHASED SERVICES  
Object . . . . . : 99 OTHER PURCHASED SERVICES

Original budget . . . . . : 10,000  
Revised budget . . . . . : 13,942 09/16/2008  
Actual expenditures - current . . : 161.77  
Actual expenditures - ytd . . . . : 492.89  
Unposted expenditures . . . . . : .00  
Encumbered amount . . . . . : 77.00  
Unposted encumbrances . . . . . : .00  
Pre-encumbrance amount . . . . . : 13,035.00  
Total expenditures & encumbrances: 13,766.66 98.7%  
Unencumbered balance . . . . . : 175.34 1.3

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

**MODIFICATION OF CONTRACT NUMBER: CM040145LC – Document Imaging System for County and District Clerks PAGE 1 OF 2 PAGES**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: <b>Lori Clyde</b> TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: <b>September 15, 2008</b>
ISSUED TO: <b>Vista Solutions Group, Inc.</b> <b>P.O. Box 1400</b> <b>Georgetown, TX 78626</b> Attn: Jim Boyington	MODIFICATION NO.:  <b>14</b>	EXECUTED DATE OF ORIGINAL CONTRACT: <b>March 9, 2004</b>
ORIGINAL CONTRACT TERM DATES: <u>March 9, 2004-July 9, 2005</u>		CURRENT CONTRACT TERM DATES <u>October 20, 2007-October 19, 2008</u>

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**  
 Original Contract Amount: \$483,341.00                      Current Modified Amount \$894,130.96.

**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 numbered contract is hereby modified as follows:

- 1) Additional licenses/maintenance support per the attached quote number 08122008TCEDOCKETCONV dated August 12, 2008:  
 1 each VistaSG Excel Conversion program for existing spreadsheets to SQL at \$5,000.00.  
 1 each VistaSG eDocket mofications – Judges notes in SQL database to pdf insert and index to Visiflow; link to Case file at \$5,000.00.  
 24 hours Onsite implementation, testing and training at \$125.00/hour = \$3,000.00  
 Annual maintenance – eDocket to DMS program \$900.00\* annually

Total cost of modification: \$13,900.00

\* Maintenance begins after the 90 day Warranty period. Maintenance fees may be prorated the first year.

**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: Vista Solutions Group, LP	<input type="checkbox"/> DBA
BY: <u>Mimi E. Boyington</u> SIGNATURE	<input type="checkbox"/> CORPORATION
BY: <u>Mimi E. Boyington</u> PRINT NAME	<input checked="" type="checkbox"/> OTHER
TITLE: <u>Treasurer</u> ITS DULY AUTHORIZED AGENT	DATE: September 16, 2008

TRAVIS COUNTY, TEXAS	DATE:
BY: <u>Cyd V. Grimes</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	<u>9/19/08</u>

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



# VISTASOLUTIONS

## QUOTE

708 South Austin Ave, Suite 201  
 Georgetown, TX 78626  
 Phone 512-267-1821

**DATE:** August 12, 2008  
**Quote #** 08122008TCEDOCKETCONV

**To: Michelle Brinkman**  
 Travis County District Clerk  
 Austin, Texas 78701

**For:**  
 e-Docket Conversion software, eDocket modifications  
 & Professional Services

	DESCRIPTION	Quantity	Unit Price	AMOUNT
	<b>Software</b>			
1	VistaSG Excel Conversion program for existing spreadsheets to SQL	1	\$5,000.00	\$5,000.00
2	VistaSG eDocket modifications - Judges notes in SQL database to PDF insert and index to VisiFLOW; link to Case file	1	\$5,000.00	\$5,000.00
	<b>Professional Services (Hourly rate)</b>			
	Onsite Implementation, testing, and training	24	\$125.00	\$3,000.00
	Annual Maintenance - eDocket to DMS Program - Nbr. 2		18.00%	900.00
			<b>SUBTOTAL</b>	\$13,900.00
			<b>TAX RATE</b>	\$0.00
			<b>Total</b>	\$13,900.00

THANK YOU FOR YOUR BUSINESS!



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

19

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

*Cyd V. Grimes 9/19/08*

Approved by: \_\_\_\_\_

**Voting Session: Tuesday, September 30, 2008**

**REQUESTED ACTION: APPROVE MODIFICATION NO. 3 TO CONTRACT PS070316LC, BURTON GROUP, FOR THE PURCHASE OF CONSULTING, RESEARCH AND ADVISORY SERVICES. (ITS/COUNTY AUDITOR)**

**Points of Contact:**

**Purchasing:** Lori Clyde, 854-4205

**Department:** ITS, Joe Harlow, 854-9372; Alicia Perez, Executive Manager; AUDITOR, Christina Adair, 854-4842; Mike Wichern, 854-9125

**County Attorney (when applicable):** Barbara Wilson

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro and Jose Palacios

**Other:**

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

In July 2007, the Commissioners Court approved a contract for the purchase of consulting, research and advisory services from Burton Group. The departments recommend extending the term of the Master Agreement through September 30, 2009 and Attachment A-3 for Identity Management consulting services (Modification No. 1) through December 31, 2008. There will be no further cost to the County for the extension of the Master agreement and Attachment A-3. The departments also recommend approval of a one-year subscription to all of Burton Group's Research and Advisory Services in the amount of \$95,000.00 pending Commissioner's Court approval of the FY09 budget.

Modification no. 2 approved in Commissioners Court July 29, 2008 changed the Term and Termination clause and extended the term through September 30, 2008.

Modification no. 1 approved by the Commissioners Court on December 18, 2007, added Identity Management consulting services to this contract. It increased the contract amount by \$223,200.00.

- **Contract Expenditures:** Within the last 12 months \$280,200.00 has been spent against this contract.

Not applicable

➤ **Modification-Related Information:**

Award Amount: \$95,000.00  
Contract Type: Addition of all research and advisory services  
Contract Period: October 1, 2008 – September 30, 2009

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: Pending budget approval
- Funding Account(s)
- Comments:

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_\_\_ Not Verified \_\_\_\_\_ by Auditor.

TRAVIS COUNTY  
AUDITOR'S OFFICE

SUSAN A. SPATARO, CPA, CMA  
COUNTY AUDITOR



TRAVIS COUNTY  
ADMINISTRATION BUILDING  
P.O. BOX 1748  
AUSTIN, TX. 78767  
(512) 854-9125  
FAX: (512) 854-9164

**TO:** Cyd Grimes, Purchasing Agent **DATE:** September 12, 2008  
**FROM:** Joe Harlow, Director Information Technology *Joe Harlow*  
Christina Adair, County Auditor's Office *Christina Adair*  
**SUBJECT:** Approval of annual renewal with planned additional services for  
master services agreement PS070316LC with Burton Group.

---

**Recommended Actions:**

***Approve the annual renewal of the master services agreement PS070316LC until the end of fiscal year 2009 making the new expiration date September 30, 2009. Approve a one-year subscription to Burton Group's Research and Advisory Services pending Commissioners' Court approval of the fiscal year 2009 budget.***

The subscription gives the County access to Burton Group's Research and Advisory Services for all research areas covered by Burton Group starting October 1, 2008 and ending September 30, 2009. The current research areas covered by Burton Group are:

- Application Platform
- Collaboration and Content
- Data Center
- Data Management
- Enterprise Architecture
- Identity and Privacy
- Network and Telecom
- Security and Risk Management

Burton Group's Research and Advisory Services will provide Travis County with the following services:

- Methodologies and Best Practices
- In-Depth Research
- Reference Architecture
- Analyst Dialogues
- Tele Briefings
- Conferences
- Executive Advisory Program
- Research Assistant Program



**Budgetary and Fiscal Impact:**

Funding for the FY09 annual subscription will be from the Auditor's Office pending Commissioners' Court approval of the FY09 budget. We believe that the proposal is reasonable and appropriate for the services being performed.

The individual line item is as follows:

001-0610-516-6099	\$95,000
-------------------	----------

cc: Susan Spataro, County Auditor

Jose Palacios, Chief Assistant County Auditor

Mike Wichern, Chief Assistant County Auditor

Lori Clyde, Purchasing Agent

Barbara Wilson, County Attorney's Office

Alicia Perez, Executive Manager Administrative Operations

Randy Lott, Budget Analyst

**MODIFICATION OF CONTRACT NUMBER: PS070316LC – Consulting, Research and Advisory Services**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: <b>Lori Clyde</b> TEL NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED:  <b>September 11, 2008</b>
ISSUED TO: <b>Burton Group, Inc.</b> <b>Attn: Erin Jorgenson</b> <b>7090 Union Park Center, Suite 200</b> <b>Midvale, Utah 84047</b>	MODIFICATION NO.:  <b>3</b>	EXECUTED DATE OF ORIGINAL CONTRACT:  <b>July 10, 2007</b>
ORIGINAL INITIAL CONTRACT TERM DATES: <b>July 10, 2007-July 31, 2008</b>		CURRENT INITIAL CONTRACT TERM: <b>July 10, 2007-July 31, 2008</b>

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**

Original Contract Amount: \$ \$57,000.00 Current Modified Amount \$ 380,200.00

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

The above contract is hereby modified to:

- 1) Extend the Term of the Master Agreement from July 10, 2007 through September 30, 2008 to July 10, 2007 through September 30, 2009 at no additional cost to the County.
- 2) Extend the Term of Attachment A-3 (Modification 1) from December 20, 2007 through September 30, 2008 to December 20, 2007 through December 31, 2008 at no additional cost to the County.
- 3) Add services and increase cost as described in the attached document titled:

**ATTACHMENT A-4**

**STATEMENT OF WORK FOR RESEARCH AND ADVISORY SERVICES**

This is a fixed price agreement for research and advisory services in the amount of \$95,000.00 from October 1, 2008 through September 30, 2009.

**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>BURTON GROUP, INC.</u>	<input type="checkbox"/> DBA
BY: <u><i>Erin Jorgensen</i></u> SIGNATURE	<input checked="" type="checkbox"/> CORPORATION
BY: <u>Erin Jorgensen</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>Director, Legal Services</u> ITS DULY AUTHORIZED AGENT	DATE: <u>9/15/08</u>
TRAVIS COUNTY, TEXAS BY: <u><i>Cyd V. Grimes</i></u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: <u>9/19/08</u>
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE: _____

## ATTACHMENT A-4

### STATEMENT OF WORK FOR RESEARCH AND ADVISORY SERVICES

This Statement of Work for Research and Advisory Services is attached to and forms a part of the Master Services Agreement dated July 1, 2007 between Travis County ("Client"), and Burton Group, Inc., ("Burton Group"). The parties agree to the following:

1. **Scope of Work:**

Exhibit 1 to this Attachment A-4 more fully describes the research and advisory services licensed in this Attachment. The descriptions in Exhibit 1 constitute promised performance under this Attachment A-4.

A one-year License to Burton Group's Research and Advisory Services which license is described as follows:

a. **License Grant.**


- (i). The "Licensed Content" includes all current and any future deliverables Burton Group delivers within the Identity and Privacy Strategies (IdPS) Research and Advisory Service. The Licensed Content consists of the Burton Group Reference Architecture, Reports, Overviews, Updates, and Methodologies and Best Practices documents, all TeleBriefings, and Analyst Dialogues within the selected Research and Advisory Service(s), as more specifically outlined in the Proposal attached hereto and incorporated as a part of this Agreement.
- (ii) Burton Group grants to Client during the Term hereof, a non-exclusive, non-transferable, worldwide, *internal use* license to access and use the Licensed Content (the "License") for the sole purpose of Client developing its: applications infrastructure (i.e., integrating network applications across intranets, extranets and exchanges); network-transport infrastructure (i.e., converging voice, video, and data networks); application and software platforms; security and risk management (i.e., enterprise protection); identity management (i.e., directories, privacy strategies); and planning and integrating collaboration and content infrastructure. For purposes of this Agreement, "internal use" means that access and, subject to Section 7. a. of the Master Services Agreement, use of the Licensed Content is strictly limited to individuals who are employees, consultants, or subcontractors of the Client whose scope of work with the Client falls exclusively within the purpose stated above. "Client" is limited to the above-named Client. Subject to Section 7. a. of the Master Services Agreement, access to and use of the Licensed Content beyond the Client is allowed only after written agreement of the parties as to additional users and respective fees (if applicable).
- (iii) Burton Group will retain all ownership rights to the Licensed Content, including, but not limited to, all copyrights, patents, or trade secrets. Nothing contained in this Agreement will be construed as a direct or indirect assignment or grant to Client of any right, title or interest in or to the Licensed Content, except as specifically provided in Section a(ii) above.

- (iv) Subject to Section 7. a. of the Master Services Agreement, Client agrees not to allow the Licensed Content, or any part thereof, to be sold, assigned, transferred, sublicensed, copied, reproduced, distributed, or otherwise disclosed to any third party without the prior written approval of Burton Group; *except* that Client may use limited excerpts from individual Reports contained in the Licensed Content, provided that Burton Group's complete and unaltered copyright notice and proprietary legends are included on every excerpt of the Licensed Content made by Client.
  - (v) Client may not package, include, or incorporate the Licensed Content as part of any commercial offering and may not utilize any portion of the Licensed Content for any efforts, activities or deliverables outside the Client.
- b. **Confidentiality.** The parties acknowledge and agree that the Licensed Content constitutes confidential information of Burton Group.
  - c. **Indemnification.** Burton Group shall indemnify, defend and hold harmless Client from and against any and all suits, actions, claims, losses, liabilities, judgments, awards and costs (including reasonable legal fees and expenses) arising out of or related to any claim that the Licensed Content infringes or violates the U.S. patent or copyright rights of any third party. Client will promptly notify Burton Group of any such claim. Burton Group will have the right to exercise sole control over the defense and settlement of such claim. This Section will survive termination or expiration of this Agreement.
2. **Term/Termination:**
- a. The Term of the License will begin October 1, 2008 and will expire September 30, 2009.
  - b. This Statement of Work may not be terminated for convenience.
3. **License Fee.** Client agrees to pay a fee of ninety-five thousand dollars (\$95,000.00) for the Term of the License. Burton Group will invoice Client for the fees upon final execution of this Agreement. If Client elects to take advantage of the on-site dialogue described in the Proposal, Client will be responsible for the reimbursement of reasonable travel expenses incurred as the result of Analyst or Consultant travel to and from the site of the Client dialogue. Travel expenses will be invoiced on a monthly basis as they are incurred.
4. **Effective Date:** This Statement of Work will become effective on the date the last party signs below.
5. **Counterparts.** This Statement of Work may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

The Parties have read this Statement of Work, understand it, and agree to it upon signature by their authorized representatives.

BURTON GROUP, INC.

TRAVIS COUNTY

By: 

By: \_\_\_\_\_

Print Name: Donna Poplawski-Kreie

Print Name: \_\_\_\_\_

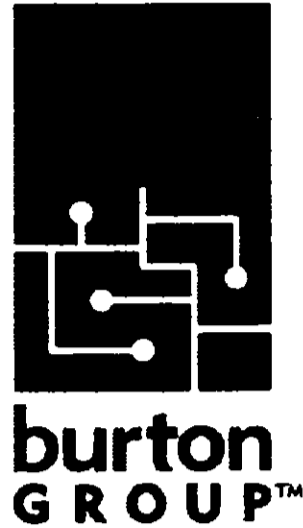
Title: Senior Account Executive

Title: \_\_\_\_\_

Date: September 15, 2008

Date: \_\_\_\_\_

## **Exhibit 1 to Attachment A-4**



### **RENEWAL PROPOSAL**

### **Research and Advisory Services**

**PRESENTED TO:**

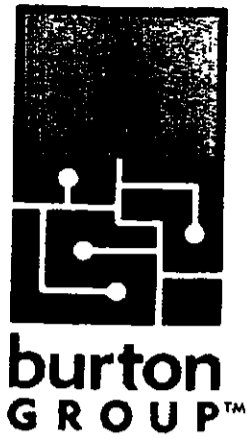
**Travis County**

**September 15, 2008**

**PRESENTED BY:**

**Donna Poplawski-Kreie  
Regional Sales Director**

**Burton Group, Inc.  
901 Sugarberry Lane  
Flower Mound, TX 75028  
972-724-3229 phone  
972-691-0762 fax  
donnapk@burtongroup.com**



## RENEWAL PROPOSAL

**LICENSE:** Research and Advisory Services

**TERM:** October 1, 2008 through September 30, 2009

### DESCRIPTION OF SERVICES

As a client of Burton Group Research and Advisory Services, Travis County has had unlimited access to an integrated suite of resources for planning, building, integrating, optimizing, and managing IT infrastructure. This Renewal Proposal is provided so that you may continue with uninterrupted access to the services. For flexibility in meeting the needs of your company, you may now upgrade to Burton Group IT1 or choose from any individual or combination of Research and Advisory coverage areas.

Burton Group provides these comprehensive services on an annual license basis. All services include Burton Group's Reference Architecture, in-depth research reports, personalized support from Burton Group Analysts and Consultants, *Catalyst Conference* participation, Executive Advisory Program, and TeleBriefings.

#### ***Burton Group IT1***

Burton Group IT1 provides comprehensive in-depth research and advice on strategic enterprise technologies. IT1 provides access to all Burton Group infrastructure—this includes coverage of infrastructure technologies, strategy adoption, and governance practices relating to application platforms and service orientation, collaboration and content, data center, data management, enterprise architecture, identity and privacy, network and telecom, and security and risk management.

Under the Burton Group IT1 program, in addition to the coverage areas listed below, you will have access to all new infrastructure coverage areas that Burton Group launches during the license term, plus **Enterprise Architecture (EA)**. EA draws upon and cross-cuts multiple research coverage areas to help organizations effectively create alignment across IT disciplines and business operating models.

<p><b>Research Assistance:</b> As a courtesy to IT1 Clients, Burton Group also offers research assistance. IT1 Clients can utilize the Burton Group Research Assistant Program for aid in locating information in our coverage area databases.</p>
--

#### ***Coverage Areas***

Burton Group's coverage areas focus on in-depth analysis of infrastructure technologies, with emphasis on the following core technologies:

- **Application Platform Strategies (APS)**  
Application platform technologies and software platforms such as Java and J2EE, Microsoft Windows and .NET, enterprise application integration (EAI) and B2B integration, application development languages programming tools and techniques, and the key standards and protocols that support the development of the emerging web services model.
- **Collaboration and Content Strategies (CCS)**  
Strategies for planning and integrating collaboration and content infrastructure to facilitate synergistic applications and comprehensively manage the content life-cycle, including Blogs, Collaborative Applications, Content Analytics, Document Management, E-Mail and Calendaring, Forms, Instant Messaging (IM), Office Suites, Document formats and related standards, Records Management, Search and taxonomy, Social Software, Web Conferencing, Web Content Management, Wikis.
- **Data Center Strategies (DCS)**  
Data Center technologies and strategies including server and storage hardware, SANs, NAS, blades, power, cooling, virtualization, server operating systems, storage management software, data protection, storage interconnects and protocols, high availability, high performance computing, grids, disaster recovery and business continuity planning, and data center management.
- **Data Management Strategies (DMS)**  
Data Management Strategies helps enterprises advance business performance through emerging data management opportunities that are based on the effective use of database management systems, XML data management and standards, data modeling tools and techniques, and business intelligence tools and services.
- **Identity and Privacy Strategies (IdPS)**  
Enterprise infrastructure technologies, including Directory Services, Identity Management, and Policy, Privacy, and Personalization.
- **Network and Telecom Strategies (NTS)**  
Network infrastructure technologies, such as Network Architecture, MPLS, Wireless, IP-VPNs WANs, LANs, MANs, SANs QOS, IP Telephony, Remote Access, Switching and Routing.
- **Security and Risk Management Strategies (SRMS)**  
Critical technologies for the protection of enterprise infrastructures, including Risk Management, Network Security, Application and Content Security, and Security Concepts, Techniques and Approaches.

This focus makes Burton Group's Research and Advisory Services ideally suited to the IT organization with a firm commitment to enterprise-wide network planning and infrastructure architecture.



**IT1 Compared To Individual Coverage Area Licenses:**

<b>Burton Group IT Research and Advisory Features</b>		
<b>Feature</b>	<b>Individual License</b>	<b>IT1</b>
In-Depth Research	X	X
MBPs	X	X
Reference Architecture	X	X
Unlimited Dialogues	X	X
TeleBriefings	X	X
Executive Advisory Program	X	X
Catalyst Tickets	X	X
Individual Coverage Area License Required	X	
ALL Core Coverage Areas Included		X
Onsite Visit		X
Research Assistant		X
Enterprise Architecture		X

**CONTENT ACCESS**

***Via the Web - Unlimited Users***

Clients receive unrestricted, worldwide access to the entire content database of each coverage area it has licensed. Each coverage area database includes an archive of current and future report releases during the 12-month license term. Clients also receive access to the Reference Architecture web-based content for the licensed coverage areas. Burton Group commits to releasing 24 or more publishing events per year for each coverage area.

**CONTENT TYPES**

Burton Group Research and Advisory Services include the following content deliverables:

- In-Depth Research
- Reference Architecture
- Methodologies and Best Practices
- Unlimited Analyst Dialogues
- TeleBriefings
- Catalyst Conference

*NOTE: In updating, expanding, and improving its Research and Advisory Services, Burton Group reserves the right to modify any coverage area name, content type and/or format. In the event of such modification, Burton Group commits to providing service content at least comparable to that licensed by the client as described herein.*

***In-Depth Research***

Burton Group offers objective research with in-depth analysis. Burton Group research examines existing and emerging, infrastructure technologies, strategy adoption, and governance practices relating to application platforms and service orientation, collaboration and content, data center, data management, enterprise architecture, identity and privacy, network and telecom, and security and risk management, and long-term product/vendor selections. Burton Group Analysts and Consultants identify technology positives and negatives from an IT-decision-maker’s point of view. Burton Group

research is designed to assist clients in making solid decisions, enabling them to leverage technologies today while identifying a clear migration path to the future.

Burton Group's exacting research is generated from:

- Consulting engagements
- Burton Group expert/client interaction
- Vendor developer and product-manager meetings
- Consultant/Analyst involvement with International Standards bodies

Burton Group's research database features Topic Collections--collections of documents on a single subject domain. These collections include three components: a Market Landscape document, a Technology and Standards document, and three or more Product Profiles.

**Market Landscape** - Provides framework, context, market assessment, and recommendations, independent of any single vendor.

**Technology and Standards** - Dives into technical details, common implementations, architectures, and any relevant standards within the domain.

**Product Profiles** - Cover a particular product and are written to a standard template so that readers can compare products side-by-side.

Topic Collections use the same research methodology as Overviews and Reports, but provide a simpler navigational structure and method for comparing potential solutions side-by-side.

**DocAlerts:** Burton Group realizes how valuable timely information is when developing infrastructure architecture. As a result, Burton Group provides DocAlerts as a courtesy to inform clients of new documents as they are published. This proactive alert system delivers notices to clients via e-mail. Each DocAlert contains a summary of the published analysis, as well as the hypertext-linked information needed to quickly access the document. DocAlerts ensures that clients have the latest information on the issues that can affect the client's design, implementation and maintenance of IT infrastructure.

Research topics include:

<b>APS</b>	Microsoft.Net; J2EE and J2ME; XML RPC and Soap; UDDI and WSDL; XML Standards; Software Platforms; Application and Process Integration; Application Development and Mgmt.; Web Portals; B2B Integration; Integration Broker Servers; Messaging Services; XML Middleware Tools; SOAP Stacks; XML RPC's; Synchronous RPC's; Object Brokers; Message Brokers; Vendors and Products; Web Services
------------	--

<p><b>CCS</b></p>	<p>Technologies and standards (blogs, collaborative applications, content analytics, document management, document formats and related standards, e-mail and calendaring, forms, instant messaging (IM), office suites, records management, search and taxonomy, social software, web conferencing, web content management, Wikis); Products (collaboration/messaging environments, IBM Lotus Notes/Domino, IBM Lotus Sametime, IBM Workplace, Microsoft Exchange, Microsoft SharePoint, MS Live Communication Server, Oracle Collaboration Suite, Adobe (Macromedia) Breeze, Microsoft Office Groove 2007, Web Conferencing solutions, Cisco MeetingPlace, MS Live Meeting, IBM Lotus Web Conferencing); Operating and Management (knowledge management, management of collaboration and content, infrastructure, policies, procedures and governance issues, regulator compliance, related etiquette and incentive system issues)</p>
<p><b>DCS</b></p>	<p>Technologies, standards and guidance for server virtualization, storage virtualization, server and storage hardware, data center physical facilities (power and cooling), processors (Intel, AMD), server operating systems (x86 systems), storage interconnects and protocols, data protection (including backup, tape, D2D, D2D2T, snapshot, replication, continuous data protection [CDP]), high availability, disaster recovery, business continuity, high performance computational clusters, grids, desktop deployments (thin vs. thick clients), data center management, and autonomic and utility computing.</p>
<p><b>DMS</b></p>	<p>Business intelligence, Data mining, Data warehousing, Enterprise reporting, Online analytical processing (OLAP), Real-time data analytics, Data management, Data classification, Data enrichment, Data integration, Data modeling techniques and tools, Data quality, Data replication/synchronization, Data security, Data services, Integrating structured and unstructured data, Master data management (MDM), Metadata management, XML data management, Database management, Extended relational DBMSs, XML data management in DBMSs, Specialized DBMS models (such as object and streaming database servers), The role of DBMSs within superplatform architectures, Technologies and standards, Business domain models such as HL7 and XBRL, RELAX NG, Schematron, SQL, The Semantic Web, XForms, XML, XML Schema, XPath, XQuery, XSLT.</p>
<p><b>EA</b></p>	<p>EA program startup, EA program recalibration, Effectiveness and value measurement, IT processes integration, Enterprise SOA, IT governance, EA competency, Process orientation, Business and information architecture, Application portfolio, Analysis and design techniques, SDLC integration and enterprise reuse, Business optimization Cross-domain infrastructure decisions, Business and IT alignment.</p>
<p><b>IdPS</b></p>	<p>Identity Repositories and Interfaces (major directory products, meta-directory, virtual directory, standards, APIs); Identity Assurance (registration, authentication technologies, SSO, Public Key Infrastructure, Federated Identity); Privacy, Personalization and Authorization (regulatory compliance, identity theft, identity-based authorization controls, access management systems, profiles and preferences); Identity Administration and Provisioning (self-service, delegated admin., role and group admin.) Provisioning and User Management; Digital Identity (RF-ID, asset identification and tracking); Mobility of Identity</p>
<p><b>NTS</b></p>	<p>Network Architecture; WAN; SANs; Wireless; IP Telephony; IP Multicast; QoS; IP Address Mgmt.; Remote Access; Resiliency; Switching and Routing; MANs; Building Wiring; Network and Transport Protocols; VPNs; MPLS; IP-VPNs; Optical Wireless</p>

<b>SRMS</b>	Management Policies and Procedures (metrics, standards); Auditing and Testing (security event management); Incident Handling, Forensics, Disaster Recovery; Monitoring and Response; Technical Counter-Measures: Perimeters, Authorization, Content Security, Application Security; Op/Sys Security (cryptographic technologies, ERM, anti-virus, anti-SPAM); Security Operations, Awareness and Non-Technical Counter-Measures (logical/physical security nexus); Patch Management
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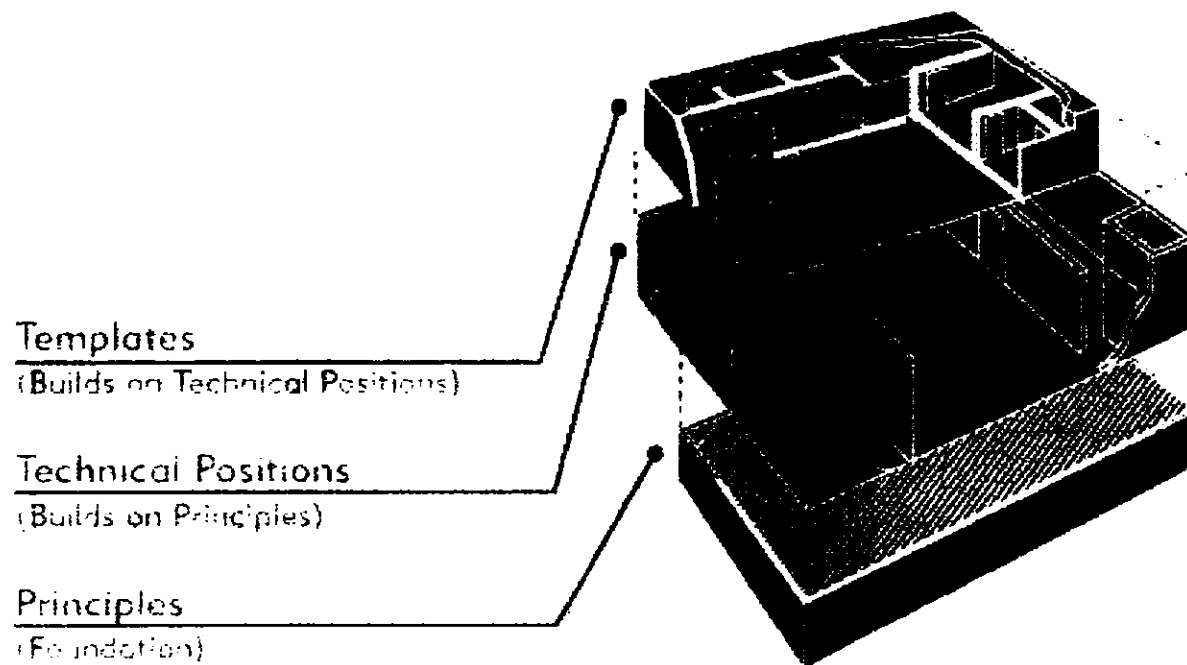
**Reference Architecture**

Burton Group’s Reference Architecture is a web-based decision-support tool designed to help clients use research to make strategy and architecture decisions in the technological and organizational environment. Reference Architecture consists of three components:

**Principles** - Provide context. Statements that effectively describe an organization’s principles and beliefs concerning how to use IT resources in a two-to-three year planning window.

**Technical Positions** - Drive decisions. “If-then-else” logic that establishes technical positions based upon the context defined in the Principles.

**Templates** - Drive architecture. Interactive, web-based, drill-down diagrams that build upon the Technical Positions in defining architecture.



Burton Group’s Reference Architecture facilitates infrastructure-planning objectives over a two- to three-year period and assists the client in identifying critical junctures in the client’s decision-making process. A proven planning model, Reference Architecture is the only online, continually updated knowledgebase with an enterprise-wide view of network infrastructure. This framework helps define the future of the client’s network environment. Created from a decade of experience developing custom networks for Fortune 100 companies, Reference Architecture offers:

- **Reliable Forecasting** - Decision making based on practical advice, as opposed to probability statements.
- **Vendor-Neutral Recommendations** - Separating fact from fiction in a hype-free environment.

- **Custom-Charted Road Map** - Avoiding costly dead-end paths.
- **Network-Planning Justification** - Making decisions that are supported by industry experts.
- **Relationship Baseline** - Counting on Burton Group for a long-term partnership that evolves with your network.
- **Inflection-Point Identification** - Knowing which path to take at critical junctures.
- **Internal Consensus-Building** - Facilitating interdepartmental agreement on key decisions.
- **"If-Then-Otherwise" Statements** - Using a common framework to create customized solutions.

***Methodologies and Best Practices Program: Consulting Tools on Paper***

Over the years, Burton Group has conducted hundreds of consulting and advisory engagements for enterprise organizations including Fortune and Global 2000, government, and higher education clients. Burton Group has since leveraged that extensive experience and knowledge, creating a tangible resource – the Methodologies and Best Practices (MBP) program. Burton Group clients have access to efficient methodologies of requirements collection, architecture development, and vendor/product selection.

The MBP program provides the client with the same tools that Burton Group experts use when they extend consulting services to clients. Rather than withhold those tools as confidential intellectual property, Burton Group supplies them to its clients. This program substantiates Burton Group's reputation as a rare source of knowledge and wisdom, rather than just a consulting body shop. Burton Group Consultants transfer their experiences onto paper, creating IT infrastructure development tools. As the rate of technology adoption increases, the time frame between acceptance of leading edge and mainstream solutions is shrinking. The MBP program is a means to facilitate the process of technology adoption for clients.

Burton Group recognizes that consulting methodology is a means to an end and not an end in itself. The value to Burton Group clients is the guidance they receive from MBP and support during application. That is why Burton Group decided to be first in dropping the wall between consulting and research.

Examples of MBP Deliverables:

- **Directory Project Cookbook**
- **Developing an Enterprise Network Architecture**
- **Developing an Identity Management Applications Taxonomy**
- **Developing a Directory Architecture**
- **Deploying Wireless LANs in the Enterprise**
- **Federated Identity: Early Adopter Case Studies**
- **Justifying Directory Projects**
- **Implementing Enterprise Voice over IP**
- **Security Project Cookbook**

- **Scalable Interior Gateway Protocol Architectures**
- **Securing the Wireless LAN in the Enterprise**

## **INTERACTION WITH EXPERTS**

### ***Analyst Dialogues - Unlimited***

Burton Group provides *unlimited* interaction with its research team through dialogues. The dialogue service provides clients the ability to actively discuss with Burton Group expert Analysts and Consultants the technology and issues covered in Burton Group's documents and architecture technical positions.

Dialogues may include discussions of coverage areas included in licensed Burton Group research, briefings, and documents, as well as follow-up, clarification, and context-related issues concerning coverage area. The dialogue service does not include client-specific design, architecture, planning or reviews. Additional assistance is available in the form of consulting services. Each consulting engagement is charged separately based on Burton Group's expert analysis of detailed client requirements and architecture documents, with emphasis on any research and/or creation of deliverables for the client.

Burton Group suggests that all requests for dialogues be coordinated with Burton Group through one or two designated employees of the client. Burton Group may decline a dialogue request if it is determined that the dialogue topic requested is outside of the scope of the service licensed by the client.

*For Burton Group IT1 clients: At the option of the client, one dialogue per contract-year may be scheduled onsite at the client's location, at no additional charge. This dialogue will be up to one-half business day in duration. Client is responsible for the reimbursement of travel and living expenses actually and reasonably incurred as the result of Analyst or Consultant travel to and from the site of the client dialogue.*

### ***TeleBriefings - Includes (3) Three Sites***

TeleBriefings complement Burton Group's research. Clients participate in regularly scheduled audio conference TeleBriefings presented by a Burton Group Analyst or Consultant. Each session consists of approximately 45 minutes of discussion by a Burton Group expert, followed by a Q&A session. Client anonymity is maintained during the Q&A session. TeleBriefings are an ideal venue in which to discuss best practices, applications of advanced technologies, and issues of network-lifecycle management. Up to three Client sites may access each TeleBriefing, and there is no limit to the number of Client employees that may attend per site.

### ***Catalyst Conference - Tickets Included with License to the Client's choice of location, either Catalyst North America or Catalyst Europe***

Catalyst is an intensive three-day conference that focuses on critical network- and applications-infrastructure issues. The only conference of its kind, Catalyst brings together vendors, end users, and Burton Group Analysts and Consultants in a dynamic, yet intimate forum. This industry-shaping conference is well known for its end-user-driven agenda, sharp focus, and high-profile speakers. Since the first conference in 1993, Catalyst has reinforced Burton Group's reputation for substance, timeliness, credibility, and integrity. Catalyst is:

**Intense** - Delivers compelling content: expert analyses, end-user case studies, vendor presentations, and group discussions.

**Interactive** - Facilitates dialogue among end users, industry experts, and vendors.

**In-Depth** - Drills down to the same degree of detail found in Burton Group research.

**Influential** - Contributes "thought leadership" on industry trends, as well as existing and emerging technologies.

**Independent** - Champions vendor-independent viewpoints.

Additional details are posted at [www.burtongroup.com](http://www.burtongroup.com).

**EXECUTIVE ADVISORY PROGRAM**

Burton Group's Executive Advisory Program (EAP) serves as an interface for executives into the Burton Group Research and Advisory Services. This is accomplished using the following means:

- Research aimed at the needs of the CIO; with focus on Management Best Practices and Case Studies, Market Analysis, and Support for Large Initiatives.
- Unlimited dialogues with Executive Strategists.
- Clear relationship between management-focused research content and in-depth technology research.
- CIO-targeted events.

**INVESTMENT SUMMARY FOR TRAVIS COUNTY**

<i>Service Deliverable Options</i>	<i>No. of Users</i>	<i>License Term</i>	<i>Investment (US Dollars)</i>
IT1 (Includes all current Coverage Areas and any Infrastructure Coverage Areas launched during the License Term, plus Enterprise Architecture.)	Unlimited	10/1/2008 to 9/30/2009	\$95,000.00
Catalyst Conference Tickets	6	2009	Included
<b>Total Investment (IT1)</b>			<b>\$95,000.00</b>



# 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

20

Approved by: \_\_\_\_\_

*Cyd V. Grimes 9/19/08*

**Voting Session: Tuesday, September 30, 2008**

**REQUESTED ACTION:** APPROVE MODIFICATION NO. 3 TO CONTRACT NO. 06T000610J, LIFE INSURANCE CO. OF NORTH AMERICA, FOR THE PROVISION OF VOLUNTARY ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) COVERAGE FOR TRAVIS COUNTY EMPLOYEES. (HRMD)

**Points of Contact:**

**Purchasing:** Oralia Jones, 854-4204

**Department:** HRMD Dan Mansour, 854-9499, Cindy Purinton, 854-9626, Linda Moore-Smith, HRMD Director, Alicia Perez, Executive Manager, 854-9342

**County Attorney (when applicable):** Barbara Wilson, 854-9567

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro and Jose Palacios

**Other**

09/22 PM 3:33  
COUNTY PURCHASING OFFICE

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

The contract provides for the provision of an optional 100% Voluntary AD&D Coverage for Travis County employees. The Voluntary AD&D coverage is in addition to the basic life and AD&D coverage already provided by UNUM Provident Life Insurance Company. The product is completely optional and fully paid by the employees. The Commissioners Court approved the contract award on November 1, 2005.

The modification will extend the Voluntary AD&D Coverage, with Life Insurance Co. of North America, for an additional twelve (12) months, through September 30, 2009. The Commissioners Court approved the rates, which remain unchanged, and the services being provided by Life Insurance Co. of North America, on June 24, 2008.

Modification No. 2 was previously issued to extend the contract period for an additional twelve (12) months, through September 30, 2008. It was approved by the Commissioners Court on July 31, 2007.

Modification No. 1 was previously issued to extend the contract period for an additional



twelve (12) months, through September 30, 2007. It was approved by the Commissioners Court on September 5, 2006.

There are no County funds expended on this contract. Funds are 100% paid by the County employees.

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

Not applicable

➤ **Contract-Related Information:**

Award Amount: N/A

Contract Type: Annual Contract

Contract Period: October 1, 2008 through September 30, 2009

➤ **Funding Information:**

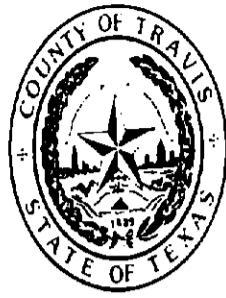
Purchase Requisition in H.T.E.:

Funding Account(s):

Comments: No County funds. This is 100% paid by County employees.

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_\_\_ Not Verified \_\_\_\_\_ by Auditor.



## *Human Resources Management Department*

1010 Lavaca

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX(512) 854-4203

September 11, 2008

TO: Lolly Jones, Purchasing Agent Assistant III

FROM: Dan Mansour, Risk and Benefits Manager, HRMD  
Cindy Purinton, Benefit Administrator, HRMD

SUBJECT: Contract 06T00061OJ  
Voluntary Accidental Death & Dismemberment  
CIGNA Insurance Company

Please prepare a renewal modification for the above insurance with CIGNA Insurance. There are additional option years left on the existing contract. We wish to exercise this option.

This is a voluntary product fully paid by employees.  
Expense line is 898-0000-205-5800

If you have any questions please call Dan at X49499.

Cc: Alicia Perez, Executive Manager, Administrative Operations  
Linda Moore Smith, Director, HRMD

ISSUED BY: PURCHASING OFFICE 314 W. THIRTEENTH ST. RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: <b>Oralia Jones</b> TEL NO. (512) 854-9700 FAX NO. (512) 854-9185	DATE PREPARED: <b>September 2, 2008</b>
ISSUED TO: Life Insurance Co. of North America Attn: Joseph A. Alizio 1601 Chestnut Street Philadelphia, PA 19192-2235	MODIFICATION NO.: <b>3</b>	EXECUTED DATE OF ORIGINAL CONTRACT: November 1, 2005
ORIGINAL CONTRACT TERM DATES: <b>October 1, 2005 – September 30, 2007</b> CURRENT CONTRACT TERM DATES: <b>October 1, 2006 – September 30, 2008</b>		

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**  
Original Contract Amount: \$ N/A      Current Modified Amount \$ N/A

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

This amendment number three to Agreement With Life Insurance Company of America for Voluntary Accidental Death or Dismemberment Coverage is made by the following parties:  
Life Insurance Company of America, a Pennsylvania corporation ("Company") and Travis County, Texas ("County").

**RECITALS**

County and Company entered into a contract for Voluntary Accidental Death or Dismemberment Coverage for county employees that began October 1, 2005.  
Section 2.02 Term of Agreement of the Agreement With Life Insurance Company of America for Voluntary Accidental Death or Dismemberment Coverage grants County the option to extend this agreement for two additional one year periods, with all terms and conditions remaining unchanged except the Agreement Period.

**AGREEMENT**

- 1.0 AMENDMENTS TO CONTRACT
- 1.01 Pursuant to 13.01 of the contract, 2.0 TERM OF AGREEMENT is amended by deleting paragraphs 2.02 and 2.03 in their entirety and inserting the following paragraphs in their place:
- 2.02 County has the option to extend this agreement for five additional one year periods. During any exercised option period, all terms and conditions remained unchanged except the term of the agreement being extended. The options, if exercised, must be executed by County no sooner than ninety days before the expiration of this agreement or any extension and no later than the final day of the agreement term. Failure by County to exercise either option to extend means that this agreement must expire at the end of the then current agreement term.
- 2.03 This agreement, including all extensions as a result of exercised options, shall not exceed six years.

**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.

LIFE INSURANCE CO. OF NORTH AMERICA  BY: _____ SIGNATURE Joseph A. Alizio  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: _____
--	-------------

**COPY**

1.02 Pursuant to 13.01 of the contract, 2.0 ENTIRE AGREEMENT is amended by deleting paragraphs 2.02 and 2.03 in their entirety and inserting the following paragraphs in their place:

18.03 The Optional AD&D Attachments include the following:

- Attachment 1, Group Accident Policy (Policy number OK960892) Draft Policy
- Attachment 2, Portions of Cigna's Response to Request for Proposals
- Attachment 3, Emergency Travel Assistance Services by Worldwide Assistance Services, Inc. Corporate Service Agreement
- Attachment 4, Affidavit and Certification Form (4 pages)
- Attachment 5, Agreement Concerning Designation of Beneficiaries Using Electronic Systems attached to this Modification 3

**2.0 EXERCISE OF OPTION**

2.1 Pursuant to Section 2.02 Term of Agreement of the Agreement With Life Insurance Company of America for Voluntary Accidental Death or Dismemberment Coverage, County exercises its third option to extend this agreement for the one year period from October 1, 2008 through October 1, 2009.

**3.0 RATES**

3.1 The rates for the third, fourth and fifth option periods are as follows:

TYPE OF COVERAGE	RATE APPLICATION	THIRD, FOURTH AND FIFTH OPTION YEARS
Employee Only	Per \$1,000 of Coverage	\$.025
Family (Employee, Spouse, Children)	Per \$1,000 of Coverage	\$.042

**4.0 INCORPORATION OF CONTRACT**

4.1 County and Company incorporate this amendment into the Agreement with Life Insurance Company of America for Voluntary Accidental Death or Dismemberment Coverage. County and Company ratify all of the terms and conditions of the Agreement.

**5.0 EFFECTIVE DATE**

5.1 The changes in this amendment are effective October 1, 2008.

**COPY**



**CIGNA Group Insurance**  
Life • Accident • Disability

**AGREEMENT  
CONCERNING DESIGNATION OF BENEFICIARIES  
USING ELECTRONIC SYSTEMS**

Between  Life Insurance Company of North America  
 CIGNA Life Insurance Company of New York ("Company")

And Travis County  
("Employer")

Concerning OK 960892  
("Policies")

Effective 10/1/05

**WHEREAS,** Company has issued the Policies, to insure certain employees of Employer; and

**WHEREAS,** such employees have the right under the terms of the Policies to designate a beneficiary with respect to death proceeds; and

**WHEREAS,** Employer wishes to employ electronic systems, including web-based or telephone interactive voice response systems, to obtain and maintain records of employees' designation of beneficiaries; and

**WHEREAS,** the Policies provide that such electronic systems may be used to obtain and maintain records of employees' designation of beneficiaries, with Company's consent, or otherwise to maintain records of beneficiary designations;

**IN CONSIDERATION OF** the promises contained herein, the parties agree as follows.

1. Employer may obtain and maintain beneficiary designations using a web-based system, and/or an interactive voice response telephone system, subject to the requirements of this Agreement. Company agrees to Employer's use of such system(s) and agrees to recognize beneficiaries made pursuant to the system(s) as valid beneficiaries under the Policies. Company and Employer agree that beneficiary designations made under the Policies must be designated using such system(s), or in writing signed by the employee.

2. Employer shall maintain suitable safeguards to assure that only authorized persons are permitted to access any electronic system for the purpose of designating beneficiaries. Employer represents and warrants that such system shall accept only designations made by authorized persons; and that, if required by the terms of the policy, that such designations will be deemed to be "in writing" and "signed," in accordance with the Electronic Signatures in Global and National Commerce Act (E-SIGN). Company assumes no responsibility for the design or operation of such system.
3. Nothing herein contained shall be construed as preventing Company from exercising its discretion, in good faith, to determine who is entitled to benefits under the terms of the Policies and applicable law.
4. Employer shall maintain records of all beneficiary designations and shall provide such records to Company upon request.
5. This Agreement shall be effective on the Effective Date stated above, even if signed prior or subsequent thereto. This Agreement shall be applicable with respect to claims under the Policies on account of deaths occurring on or after the Effective Date.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this agreement.

LIFE INSURANCE COMPANY OF  
NORTH AMERICA

CIGNA LIFE INSURANCE COMPANY OF  
NEW YORK

Date \_\_\_\_\_

By:  
Title:

TRAVIS COUNTY, TEXAS  
("Employer")

Date \_\_\_\_\_

By: Samuel T. Biscoe  
Title: County Judge



**TRAVIS COUNTY PURCHASING OFFICE**

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

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

21

*Cyd V. Grimes 9/23/08*

Approved by: \_\_\_\_\_

**Voting Session: Tuesday, September 30, 2008**

**REQUESTED ACTION: APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 4) TO CONTRACT NO. PS070215RE, WITH WORKFORCE SOLUTIONS- CAPITAL AREA WORKFORCE BOARD, FOR CHILD CARE MENTORING COLLABORATIVE. (HHS & VS)**

***Points of Contact:***

- Purchasing:** Rebecca Gardner
- Department:** HHS, Sherri Fleming, Executive Manager
- County Attorney (when applicable):** Mary Etta Gerhardt
- County Planning and Budget Office:** Leroy Nellis
- County Auditor's Office:** Susan Spataro And Jose Palacios
- Other:**

08 SEP 23 PM 2:06  
COUNTY CLERK

➤ **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, WorkSource Child Care Solutions (CCS) oversees a collaborative that provides services designed to increase the quality of child care in Travis County. WorkSource CCS is the state-level authority providing subsidies that allow low and moderate-income working parents to afford child care. Another function of WorkSource CCS is monitoring, promoting and supporting child care quality.

Modification no. 4 will renew the agreement for an additional twelve-month period from October 1, 2008 through September 30, 2009. Funds for this period are not to exceed \$200,000.

This modification is currently in legal review. Upon receipt from the County Attorney, it will be routed for signatures of all appropriate parties, and thereafter provided for Court approval. Due to the fact these contracts expire on September 30, 2008, it was determined to be a prudent business decision to place the award on the agenda prior to actually having signed modifications. The modifications will be provided for Court approval upon receipt.

Modification no.3 changed the contractors name from Worksource-Greater Austin Area Workforce Board to Workforce Solutions-Capital Area Workforce Board.

Modification no. 2 replaced the work statement and budget.

Modification no. 1 renewed the agreement for an addition twelve-month period from October 1, 2007 through September 30, 2008.

➤ **Contract Expenditures:** Within the last 12 months \$200,000.00 has been spent against this contract.

➤ **Contract-Related Information:**

Award Amount: \$118,000.00  
Contract Type: Professional Services  
Contract Period: March 1, 2007-September 30, 2007

➤ **Contract Modification Information:**

Modification Amount: \$200,000.00  
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): 00158916116290
- 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 18, 2008  
**TO:** Members of the Commissioners Court  
**FROM:** Sherri E. Fleming, Executive Manager  
Travis County Health and Human Services and Veterans Service  
**SUBJECT:** Workforce Solutions Quality Child Care Collaborative contract  
renewal

**Proposed Motion:**

Consider and take appropriate action to approve renewing the Workforce Solutions Quality Child Care Collaborative contract for FY'09.

**Summary and Staff Recommendations:**

Under this contract, Workforce Solutions - Child Care Services (CCS) oversees a collaborative that provides services designed to increase the quality of child care in Travis County. Workforce Solutions CCS is the state-level authority providing subsidies that allow low- and moderate-income working parents to afford child care. Another function of Workforce Solutions CCS is monitoring, promoting and supporting child care quality.

A Quality Child Care Collaborative consisting of Workforce Solutions CCS, FamilyConnections, and Austin Community College (ACC) provides mentoring, training, technical assistance, and resources to child care providers to help them meet state and national quality standards. The collaborative seeks to qualify 20% (approx. 130) of all licensed and registered child care centers in Travis County for Texas Rising Star certification by October 2008.

TCHHSVS staff recommends renewing this contract for FY'09.

**Budgetary and Fiscal Impact:**

The FY'09 contract amount is \$200,000. The funds are in 001-5891-611-6294. The contract follows the county fiscal year. The contract number is PS070215RE. The requisition will be entered once the FY'09 budget is approved and loaded into H.T.E.

**Issues and Opportunities:**

Social and emotional readiness fostered through quality early childhood education programs are critical in preparing children for a smooth transition to kindergarten and success in school. Children who have benefited from quality early learning programs also achieve more in the workplace. Quality child care is a vital investment for the community.

**Background:**

The City of Austin, ACC, FamilyConnections, and United Way Success By 6 are also providing funding for the collaborative.

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

**MODIFICATION OF CONTRACT NUMBER: PS070215RE** Child Care Services

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: <b>Rebecca Gardner</b> TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: <b>July 16, 2008</b>
ISSUED TO: <b>Workforce Solutions</b> <b>6505 Airport Blvd., Suite 101-E</b> <b>Austin, Texas 78752</b>	MODIFICATION NO.: <b>4</b>	EXECUTED DATE OF ORIGINAL CONTRACT: <b>March 1, 2007</b>
ORIGINAL CONTRACT TERM DATES: <u>March 1, 2007-September 30, 2007</u>		CURRENT CONTRACT TERM DATES: <u>October 1, 2007-September 30, 2008</u>

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**

Original Contract Amount: \$118,000.00 Current Modified Amount \$318,000.00

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

The above referenced contract is hereby modified to reflect the following changes:

1. Contract is renewed for an additional twelve month period from October 1, 2008 through September 30, 2009.
2. Contract funds for this renewal period shall not exceed \$200,000.00.

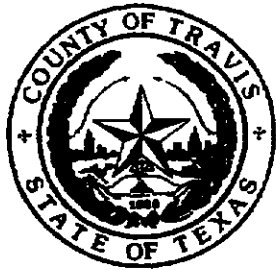
 **DRAFT**

See attached for additional information.

**Note to Vendor/City:**

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

LEGAL BUSINESS NAME: _____	<input type="checkbox"/> DBA
BY: _____ SIGNATURE	<input type="checkbox"/> CORPORATION
BY: _____ PRINT NAME	<input type="checkbox"/> OTHER
TITLE: _____ ITS DULY AUTHORIZED AGENT	DATE: _____
TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: _____
TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE: _____



**TRAVIS COUNTY PURCHASING OFFICE**

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

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

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Approved by: \_\_\_\_\_

*Cyd V. Grimes 9/19/08 MB*

**Voting Session: Tuesday, September 30, 2008**

**REQUESTED ACTION: APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 2) TO CONTRACT NO. PS080113RE, WITH ENCOMPASS MEDICAL MANAGEMENT, FOR EVALUATION SERVICES. (HHS & VS)**

***Points of Contact:***

**Purchasing:** Rebecca Gardner

**Department:** HHS, Sherri Fleming, Executive Manager

**County Attorney (when applicable):** Mary Etta Gerhardt

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro And Jose Palacios

**Other:**

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

Through this contract, Encompass Medical Management, Inc. will gather and evaluate program data for the Parenting in Recovery project in accordance with the grant requirements. Encompass will construct a database and train all grant partners in how to use it.

Modification no. 2 will renew the contract for an additional twelve month period from October 1, 2008 through September 30, 2009. Contract funds for this period are not to exceed \$43,500.

Modification no. 1 increased the contract amount from \$59,000 to \$73,000, an increase of \$14,000.

- **Contract Expenditures:** In the past 6 months, \$59,000 has been spent against this contract.

➤ **Contract-Related Information:**

Award Amount: \$59,000.00

Contract Type: Professional Services

Contract Period: March 1, 2008-September 30, 2008

➤ **Contract Modification Information:**

Modification Amount: \$43,500.00

Modification Type: Bilateral

Modification Period: October 30, 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 when new budget is loaded.

➤  Funding Account(s): 638-5868-611-4007

Comments:

➤ **Statutory Verification of Funding:**

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



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

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

**DATE:** September 18, 2008  
**TO:** Members of the Commissioners Court  
**FROM:** *Sherri E. Fleming*  
Sherri E. Fleming, Executive Manager  
Travis County Health and Human Services and Veterans Service  
**SUBJECT:** Encompass Medical Management, Inc. contract renewal

**Proposed Motion:**

Consider and take appropriate action to approve renewing a contract with Encompass Medical Management, Inc. for services related to the Parenting in Recovery project.

**Summary and Staff Recommendations:**

In FY'08, the U.S. Department of Health and Human Services awarded Travis County a five-year grant at \$500,000 per year to fund the Parenting in Recovery project. Travis County Health and Human Services and Veterans Service (TCHHSVS) is working with several partners to provide a coordinated system of services for families in the child welfare system as a result of parental methamphetamine or other substance dependence.

The grantor requires the Parenting in Recovery project to gather and evaluate program data. Program data must be collected, reviewed for accuracy and put in a format required by the grantor. A database must be maintained and all grant partners trained in how to use it. Encompass Medical Management, Inc. provided these services in FY'08.

TCHHSVS staff recommends renewing this contract for FY'09.

**Budgetary and Fiscal Impact:**

The \$43,500 contract will be paid from 001-5868-611-4007. The contract number is PS080113RE. The contract runs from 9/30/08 – 9/29/09. The requisition will be entered once the FY'09 budget is approved and loaded into H.T.E.

**Issues and Opportunities:**

Providing accurate and informative data for the grantor is essential to the Parenting in Recovery project's success.

**Background:**

Children are put at risk when one or both parents have a substance dependence problem. The cost of maintaining an addiction diverts a family's financial resources from providing basic needs such as food, clothing, and housing. Parental substance dependence is a key factor underlying the abuse or neglect experienced by many of the children entering foster care. The Parent in Recovery project is designed to keep families together by providing treatment and support services.

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

**MODIFICATION OF CONTRACT NUMBER: PS080113RE -Evaluation Services** **PAGE 1 OF 4 PAGES**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: <b>Rebecca Gardner</b> TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: September 15, 2008
ISSUED TO: Encompass Medical Management, Inc. 8009 Dark Valley Cove Austin, Texas 78737	MODIFICATION NO.: <p style="text-align: center;"><b>2</b></p>	EXECUTED DATE OF ORIGINAL CONTRACT: <p style="text-align: center;"><b>March 1, 2008</b></p>
ORIGINAL CONTRACT TERM DATES: <u>March 1, 2008-September 29, 2008</u>		CURRENT CONTRACT TERM DATES: <u>March 1, 2008-September 29, 2008</u>

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**  
 Original Contract Amount: \$59,000.00                      Current Modified Amount \$116,500.00


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

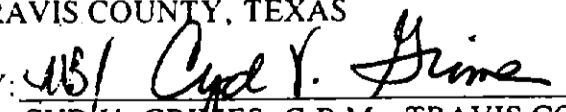
The above referenced contract is hereby modified to reflect the following changes:

- 1) Contract is renewed for an additional twelve month period from September 30, 2008 through September 29, 2009.
- 2) Contract funds for this renewal period shall not exceed \$43,500.00.
- 3) Section 3.3 "Attachments" is amended by adding Attachment A-09 "'09 Renewal Term Description of Services to be Performed and Basis of Calculating Reimbursable Costs".

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: <u>Encompass Medical Management</u>	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER
BY:  SIGNATURE	DATE:
BY: <u>SAMINA THOMPSON</u> PRINT NAME	
TITLE: <u>EVALUATOR</u> ITS DULY AUTHORIZED AGENT	

TRAVIS COUNTY, TEXAS BY:  CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: <p style="text-align: center;"><u>9/19/08</u></p>
--	--

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



PS080113RE  
Page 2 of 4  
Mod 2

**RENEWAL AND AMENDMENT OF CONTRACT BETWEEN  
TRAVIS COUNTY AND  
ENCOMPASS MEDICAL MANAGEMENT, INC. FOR  
EVALUATION SERVICES**

This Renewal and Amendment of Contract ("09 Renewal") is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County") and Encompass Medical Management, Inc. ("Consultant").

**RECITALS**

County and Consultant 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, 2008, and terminates on September 29, 2008 ("Initial Term").

Under the terms of the Contract, Consultant 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.

The Contract provides for renewal and/or amendment of the agreement by the written agreement of the Parties.

The Parties desire to amend the Contract to make certain changes to the Contract and to renew the Contract for an additional one year term.

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 amend the Contract as follows:

**1.0 CONTRACT TERM**

1.1 **'09 Renewal Term**. The Parties agree to renew the Contract for an additional one-year term beginning September 30, 2008, and continuing through September 29, 2009, unless earlier terminated by the Parties pursuant to the terms of the Contract.

**2.0 STATEMENT OF SERVICES TO BE PROVIDED**

2.1 **Attachments**. The Parties agree to amend Section 3.3, "Attachments," by adding Attachment A-09, "'09 Renewal Term Description of Services to be Performed and Basis of Calculating Reimbursable Costs," which describes the additional services to be provided by Consultant during the '09 Renewal Term. Attachment A-09 is included in this '09 Renewal as Exhibit 1, and hereby made a part of this Contract, constituting promised performance by the Parties in accordance with the terms of this Contract, as amended.

**3.0 FINANCIAL OBLIGATIONS**

3.1 **Maximum Funds**. The Parties agree to amend Section 4.1, "Maximum Funds," by adding the following:

4.1-09. **'09 Renewal Term Maximum Funds**. In consideration of full and satisfactory performance of the services and activities provided by Consultant under the terms of this Contract during the '09 Renewal Term, County shall provide Contract Funds in an amount not to exceed Forty-Three Thousand, Five Hundred Dollars (\$43,500.00) unless and until that amount is changed by the Commissioners Court through written amendment to this Contract. Consultant agrees that this amount is sufficient to complete the tasks agreed to under the terms of this Contract and that Consultant will complete those tasks within the amount specified in this Contract.

4.0 **INCORPORATION**

4.1 County and Consultant hereby incorporate this '09 Renewal into the Contract, and the Contract, into this '09 Renewal, and hereby ratify all 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.

5.0 **EFFECTIVE DATE**

5.1 This '09 Renewal shall be effective September 30, 2008, when fully executed by the Parties.

**EXHIBIT 1**  
**ATTACHMENT A-09**  
**'09 RENEWAL TERM DESCRIPTION OF SERVICES TO BE PERFORMED AND**  
**BASIS FOR CALCULATING REIMBURSABLE COSTS**

<u>ACTIVITIES</u>	<u>APPROXIMATE TIME</u>
1) Manage data connections and data feeds from CPS State databases into the PIR access database for bi-annual Reports.	50 hours
2) Continue development of XML mapping process and validity checks to meet federal data requirements.	15 hours
3) Assist with developing semi-annual and annual reports on federal and local performance indicators. Upload program data to federal data repositories for two semi-annual reports.	75 hours
4) Ongoing maintenance of the web-based database including password and user administration.	20 hours
5) Administration of data privacy and validity for HIPAA and confidentiality requirements.	20 hours
6) Meet with federal program officers and program liaison. <ul style="list-style-type: none"> <li>• Monthly Webinars</li> <li>• Monthly conference calls</li> <li>• Site visits by federal officers once per year</li> <li>• Semi-annual meetings in Washington, DC</li> </ul>	80 hours
7) Human Subjects Protection Activities <ul style="list-style-type: none"> <li>• Write Continuing Review to Institutional Review Board to maintain continuing approval for data collection and participant consent process</li> <li>• Maintain current consent forms for clients</li> <li>• Revise data elements as needed and report to IRB</li> </ul>	40 hours
8) Monitor data collection and data entry from all partner data bases and manage Ph.D.-level student research assistant in data collection activities and interactions with individual program participants, program directors, and partners	100 hours
<hr/>	
TOTAL HOURS:	400
RATE PER HOUR:	\$100
TOTAL AMOUNT HOURLY CHARGE:	\$40,000 (400 X \$100)

REQUIRED TRAVEL to semi-annual meetings sponsored by the U.S. Dept. of Health and Human Services, Administration for Children and Families

\$3,500

TOTAL CONTRACT AMOUNT:	\$43,500
------------------------	----------



**TRAVIS COUNTY PURCHASING OFFICE**

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

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

23

Approved by: \_\_\_\_\_

*Cyd V. Grimes 9/19/08*

**Voting Session: Tuesday, September 30, 2008**

**REQUESTED ACTION:** APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 1) TO CONTRACT NO. PS080222RE, WITH FOUNDATION COMMUNITIES FOR PARENTING IN RECOVERY SERVICES. (HHS & VS)

***Points of Contact:***

- Purchasing:** Rebecca Gardner
- Department:** HHS, Sherri Fleming, Executive Manager
- County Attorney (when applicable):** Mary Etta Gerhardt
- County Planning and Budget Office:** Leroy Nellis
- County Auditor's Office:** Susan Spataro And Jose Palacios
- Other:**

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

Through this contract, Foundation Communities provides case management services for clients with methamphetamine or other substance dependence in the Parenting in Recovery Program. The goal is to assist clients in attaining self-sufficiency and stable housing.

Modification no. 1 will renew the contract for an additional twelve month period from October 1, 2008 through September 30, 2009. Contract funds for this period are not to exceed \$20,016.

➤ **Contract Expenditures:** In the past 6 months, \$15,000 has been spent against this contract.

➤ **Contract-Related Information:**

- Award Amount: \$15,000.00
- Contract Type: Professional Services
- Contract Period: March 1, 2008-September 30, 2008

➤ **Contract Modification Information:**

- Modification Amount: \$20,016.00
- 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 when new budget is loaded.
- Funding Account(s): 638-5868-611-4007
- Comments:

➤ **Statutory Verification of Funding:**

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

9/30



**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 18, 2008  
**TO:** Cyd Grimes, Travis County Purchasing Agent  
**FROM:** *Sherri E. Fleming*  
Sherri E. Fleming, Executive Manager  
Travis County Health and Human Services and Veterans Service  
**SUBJECT:** Foundation Communities contract renewal

**Proposed Motion:**

Consider and take appropriate action to approve renewing a contract with Foundation Communities for services related to the Parenting in Recovery project.

**Summary and Staff Recommendations:**

In FY'08, the U.S. Department of Health and Human Services awarded Travis County a five-year grant at \$500,000 per year to fund the Parenting in Recovery project. Travis County Health and Human Services and Veterans Service (TCHHSVS) is working with several partners to provide a coordinated system of services for families in the child welfare system as a result of parental methamphetamine or other substance dependence.

Foundation Communities provides case management for clients in the Parenting in Recovery program. Specific duties of the case manager include but are not limited to

- Facilitating the transition to housing for program participants through collaborative discharge planning sessions including identification of housing needs and barriers, mediation of housing barriers and facilitation of the leasing process;

- Meeting regularly with participating families to identify areas of need and evaluating progress toward self-sufficiency;
- Assisting program participants in addressing basic needs issues such as child care, employment, education and transportation;
- Performing ongoing case management services to support self-sufficiency goals, recovery and permanent housing;
- Communicating regularly with family support team including Child Protective Services caseworker and aftercare recovery specialist to discuss participant progress and address needs;
- Facilitating communication between participating families and the leasing office and mediating potential lease violation issues to help families maintain housing;
- Working collaboratively with organizations providing substance dependence and mental health services to access ongoing services and support for participants;
- Working with families to identify sources of assistance and to access services from other social service agencies;
- Coordinating educational opportunities and services to enable participants to learn general life skills, including parenting skills;
- Maintaining database of all current and former participant families including demographic information as well as services accessed, goals, progress notes and accomplishments to utilize for internal and external review;
- Providing Parenting in Recovery program evaluator with specific and timely data in accordance with grant requirements; and
- Attending meetings of Parenting in Recovery partner agencies.

TCHHSVS staff recommends renewing this contract for FY'09.

**Budgetary and Fiscal Impact:**

The \$20,016 contract will be paid from 001-5868-611-6290. The contract number is PS080222RE. The contract runs from 9/30/08 – 9/29/09. The requisition will be entered once the FY'09 budget is approved and loaded into H.T.E.

**Issues and Opportunities:**

The Foundation Communities case manager will improve the chances of the Parenting in Recovery clients attaining self-sufficiency and stable housing.

**Background:**

Children are put at risk when one or both parents have a substance dependence problem. The cost of maintaining an addiction diverts a family's financial resources from providing basic needs such as food, clothing, and housing. Parental substance dependence is a key factor underlying the abuse or neglect experienced by many of the children entering foster care. The Parenting in Recovery project is designed to keep families together by providing treatment and support services.

Cc: Jim Lehrman, Director, Office of Children's Services, TCHHSVS  
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office



MODIFICATION OF CONTRACT NUMBER: **PS080222RE** -Parenting in Recovery **PAGE 1 OF 14 PAGES**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: <b>Rebecca Gardner</b> TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: <b>September 4, 2008</b>
---	--	--

ISSUED TO: Foundation Communities 3036 S. 1 <sup>st</sup> Street, Suite 200 Austin, Texas 78701	MODIFICATION NO.: <b>1</b>	EXECUTED DATE OF ORIGINAL CONTRACT: <b>March 20, 2008</b>
--	-------------------------------	--

ORIGINAL CONTRACT TERM DATES: March 20, 2008-September 29, 2008      CURRENT CONTRACT TERM DATES: March 20, 2008-September 29, 2008

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**  
Original Contract Amount: \$15,000.00      Current Modified Amount \$35,016.00

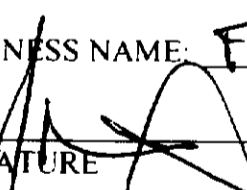
**DESCRIPTION OF CHANGES:** Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.


The above referenced contract is hereby modified to reflect the following changes:

- 1) Contract is renewed for an additional twelve month period from September 30, 2008 through September 29, 2009.
- 2) Contract funds are not to exceed \$20,016 for this renewal period.

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: <u>Foundation Communities</u>	<input type="checkbox"/> DBA
BY:  SIGNATURE	<input checked="" type="checkbox"/> CORPORATION
BY: <u>Julian Huerta</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>Director of Programs</u> ITS DULY AUTHORIZED AGENT	DATE: <u>9-10-08</u>

TRAVIS COUNTY, TEXAS BY:  CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: <u>9/19/08</u>
--	-------------------------

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

**RENEWAL AND AMENDMENT OF CONTRACT BETWEEN**  
**TRAVIS COUNTY AND**  
**FOUNDATION COMMUNITIES**  
**(Parenting in Recovery Grant Funds)**

This Renewal and Amendment of Contract (" '09 Renewal") is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County"), and Foundation Communities, a non-profit organization ("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 20, 2008, and terminates September 29, 2008 ("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.

The Contract provides for renewal and amendment of the agreement by the written agreement of the Parties.

The Parties desire to renew the Contract for an additional one-year term, and to make certain changes to the Contract.

The Parties agree that funds provided under this Contract, as amended, may be received pursuant to federal, state, and/or local grant agreements and services provided for those funds will be subject to the applicable terms of any such agreement.

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 amend the Contract as follows:

**1.0 CONTRACT TERM**

1.1 **Renewal Term.** Pursuant to Section 2.2, "Renewal Term(s)," the Parties hereby agree to renew the Contract for an additional one-year term beginning September 30, 2008, and continuing through September 29, 2009 (" '09 Renewal Term"), unless sooner terminated pursuant to the terms of the Contract, as amended.

**2.0 ENTIRE AGREEMENT**

2.1 **Attachments.** The Parties agree to amend Section 4.2, "Attachments," by adding the following to be applicable to Contract performance during the '09 Renewal Term:

4.2.11 Attachment A-09 '09 Renewal Term Work Statement and Budget

All other Attachments not amended under this Section 2.1 shall remain in full force and effect. The attachment referred to in this Section 2.1 is included in this '09 Renewal as Exhibit 1, and is hereby made a part of the Contract, as amended, and constitutes promised performances by Contractor in accordance with the terms of the Contract, as amended.

**3.0 CONTRACT FUNDS**

3.1 **Maximum Funds.** Amend Section 13.1.1, "Maximum Amount," by adding the following:

13.1.1-09 Maximum Funds - '09 Renewal Term. Subject to the requirements of this Contract, as amended, in consideration of full and satisfactory performance of the services and activities provided by Contractor under the terms of this Contract, as determined by County, County shall provide Contract Funds not to exceed the following amount during the '09 Renewal Term:

**\$ 20,016.00**

**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 2 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 3 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, as amended, 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, as amended, 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.

**6.0 EFFECTIVE DATE**

6.1 This '09 Renewal is effective September 30, 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****Attachment A-09**  
**'09 Renewal Term Work Statement and Budget****CONTRACTOR DESCRIPTION:**

Foundation Communities is a nationally-recognized non-profit organization that provides affordable housing and the tools low- and moderate-income families need to increase their educational and economic standing. Foundation Communities' main service provision focuses on 4 core areas:

- 1) management of affordable rental communities
- 2) providing affordable housing for homeless
- 3) provision of or referral to social services such as English as a Second Language, assistance in acquisition of GED , training in computer skills and/or provision of employment counseling
- 4) economic education classes and tax preparation services

Families participate in structured case management and create Individual Family Action Plans to address goals for self-sufficiency with special emphasis on five key areas: 1) permanent housing; 2) employment and increased skills; 3) financial well-being; 4) general health, including mental health; and 5) parenting skills. In addition, families are required to participate in Foundation Communities' financial literacy course and also receive specialized one-on-one financial literacy instruction within the case management setting. Families also participate in ongoing Parenting Workshops provided by Family Connections, a local family services organization.

**CONTRACTOR SERVICES:**

Foundation Communities will provide a case manager for clients discharged from treatment under the Parenting in Recovery program.

**CASE MANAGEMENT:****Specific Duties.**

The Case Manager will work closely with participating families to establish and work toward goals, increase literacy skills and become financially independent. Special emphasis will be placed on helping participants to maintain housing and eliminate barriers to accessing permanent, affordable housing. In addition, the Case Manager will focus on specific Parenting in Recovery goals of sobriety and safe parenting. Specific duties include but are not limited to:

- Facilitate transition to housing for program participants through collaborative discharge planning sessions including identification of housing needs and barriers, mediation of housing barriers and facilitation of the leasing process.

- Meet regularly with participating families to identify areas of need and evaluate progress toward self-sufficiency. The Case Manager will meet with families both in the office at least two times per month as well as perform a minimum of once monthly home visits.

- Assist program participants in addressing basic needs issues such as childcare, employment, education and transportation.
- Perform ongoing case management services to support self-sufficiency goals, recovery and permanent housing.
- Communicate regularly with family support team including CPS caseworker and aftercare recovery specialist to discuss participant progress and address needs.
- Facilitate communication between participating families and the leasing office and mediate potential lease violation issues to help families maintain housing.
- Work collaboratively with organizations providing substance abuse and mental health services to access ongoing services and support for participants.
- Work with families to identify sources of assistance and to access services from other social service agencies.
- Coordinate educational opportunities and services to enable participants to general life skills, including parenting skills.
- Maintain database of all current and former participant families including demographic information as well as services accessed, goals, progress notes and accomplishments to utilize for internal and external review.
- Provide Parenting in Recovery program evaluator with specific and timely data in accordance with grant requirements.
- Attend meetings of Parenting in Recovery partner agencies.
- Help develop curriculum.

**Minimum Qualifications for Case Manager:**

- Bachelors Degree in Social Work or related field
- Minimum of three years of experience providing educational and/or social services to economically disadvantaged adults.
- Minimum of two years direct client experience working with substance abuse issues.
- Ability to communicate and cooperate effectively with property management staff and representatives from other agencies.
- Bilingual (English/Spanish) strongly preferred. –

**Client Referral:**

Transition planning sessions will occur at least monthly during treatment at Austin Recovery and will focus on the access and provision of services to the children and parents, removal of barriers to completion of the residential program, and the integration of the goals of the parents, Austin Recovery and Child Protective Services. Parents will receive a special transition planning session 30 days prior to discharge and again 10 days prior to discharge. The second transition meeting will include a representative from Foundation Communities. The focus of the second transition meeting will be the identification and arrangement of supports for parents and children and the development of a cross-systems plan that focuses on recovery supports including reunification with children placed in kinship care, safe and affordable housing, determination of income sources, child-care, referral to out-patient treatment, and any unique services that will support the parents' continued progress.

Page 1 of 14.  
PS080222RE  
Mod 1

While the focus of the program is on single mothers, there may be instances where single fathers are admitted as well as both parents.

**WORK PLAN AND BUDGET**

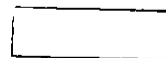
**Dates:** The services provided under this Contract shall be provided during the Contract Term which begins September 30, 2008, and terminates September 29, 2009.

**Budget:**

Case Manager's time at \$24 per hour	\$20,016.00
<b>TOTAL</b>	<b>\$20,016.00</b>

**Invoice:**

Foundation Communities will invoice County monthly (pursuant to Contract terms) for those months in which services are provided. County will pay invoices for Case Manager's time as correctly invoiced on an hourly basis with appropriate documentation as set forth in this Contract and as approved by County.



**EXHIBIT 3**

**'09 Conflict of Interest Questionnaire**



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PS080822RE  
Med 1

# 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**

N/A

**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

9/10/08

\_\_\_\_\_  
Date

Adopted 06/29/07

ATTACHMENT

Page 10 of 14  
PS080222RE  
Mod 1

**EXHIBIT 2**

**'09 Ethics Affidavit**

Page 11 of 14  
PS080000 R1  
Mod 1

STATE OF TEXAS }  
COUNTY OF TRAVIS }

ETHICS AFFIDAVIT

Date: 9/10/08  
Name of Affiant: Julian Huerta  
Title of Affiant: Director of Programs  
Business Name of Proponent: Foundation Communities  
County of Proponent: Travis

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.

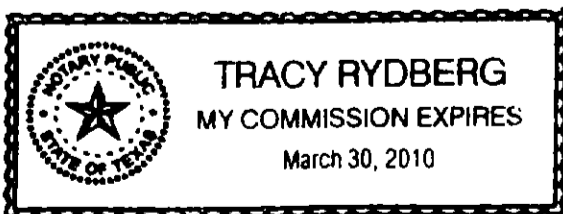
[Signature]  
Signature of Affiant

3036 S. First St., Ste. 200  
Address Austin, TX 78704

SUBSCRIBED AND SWORN TO before me by Julian Huerta on 9/10, 2008

Tracy Rydberg  
Notary Public, State of Texas

Tracy Rydberg  
Typed or printed name of notary  
My commission expires: 3/30/2010



Page 12 of 14  
P5080222R1  
Mod 1

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:

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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.



**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

24

Approved by: \_\_\_\_\_

*Cyd V. Grimes* 9/19/08

**Voting Session: Tuesday, September 30, 2008**

**REQUESTED ACTION:** APPROVE MODIFICATION NO. 5 TO CONTRACT NO. 04T00301OJ, UNUM LIFE INSURANCE COMPANY, FOR OPTIONAL LIFE, ACCIDENTAL DEATH & DISMEMBERMENT (AD&D), SHORT TERM DISABILITY (STD), LONG TERM DISABILITY (LTD) FOR TRAVIS COUNTY EMPLOYEES AND RETIREES. (HRMD)

**Points of Contact:**

**Purchasing:** Oralia Jones, 854-4204

**Department:** HRMD, Cindy Purinton, 854-9626, Dan Mansour, 854-9499, Linda Moore-Smith, HRMD Director, 854-9165, Alicia Perez, Exec. Mgr., 854-9343

**County Attorney (when applicable):** Barbara Wilson, 854-9567

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro, Jose Palacios

**Other:**

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

The contract provides the optional Life, Accidental, Death & Dismemberment (AD&D), Long Term Disability (LTD) and Short Term Disability (STD) to Travis County employees and retirees. The Commissioners Court approved the contract on September 28, 2004.

The modification will extend the contract for the administration of the optional Life, Accidental, Death & Dismemberment (AD&D), Long Term Disability (LTD) and Short Term Disability (STD) to Travis County employees and retirees with UNUM Life Insurance Company of America, for an additional twelve (12) months, through September 30, 2009. The contract extension is permitted pursuant to Paragraph 2.0, of the contract, entitled "Term of Agreement".

Modification No. 4 was issued correct a scrivener's error in Modification No. 3. The correct rate for the supplemental AD&D coverage, which was approved by the Commissioners court, is \$.035 per \$1,000 of coverage. It was approved by the Commissioners Court on February 12, 2008.

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Modification No. 3 was issued to extend the contract for twelve (12) months, through September 30, 2008. It was approved by the Commissioners Court on September 25, 2007.

Modification No. 2 was issued to extend the contract for twelve (12) months, through September 30, 2007. It was approved by the Commissioners Court on September 12, 2006.

Modification No. 1 was issued to extend the contract for twelve (12) months, through September 30, 2006. It was approved by the Commissioners Court on September 27, 2005.

The optional Life & AD&D, LTD and STD are 100% employee paid therefore there is no fiscal or budgetary impact on the County for this service.

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

➤ **Contract-Related Information:**

Award Amount:      Estimated Quantity

Contract Type:      Annual Contract

Contract Period:    October 1, 2008 through September 30, 2009

➤ **Funding Information:**

Purchase Requisition in H.T.E.:

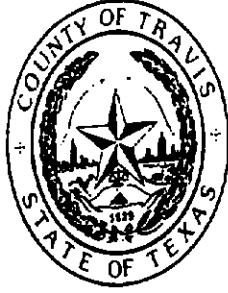
Funding Account(s):

Comments: This is 100% paid by the employee and retirees. No County funds are required.

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_\_ Not Verified \_\_\_\_ by Auditor.





## *Human Resources Management Department*

1010 Lavaca

● P.O. Box 1748 ● Austin, Texas 78767 ● (512) 854-9165 / FAX(512) 854-4203

September 4, 2008

TO: Lolly Jones, Purchasing Agent Assistant III

FROM: Dan Mansour, Risk Manager, HRMD *Dgm*

SUBJECT: Contract No. 02T00038OJ Basic Life and Basic AD&D  
Contract No. 04T00301OJ Supplemental Life, AD&D  
Long and Short Term Disability

Vendor services related to the above contracts have been performed to the County's satisfaction. Please initiate the extension of their contracts to the next option period.

The above contracts are paid from the following line items:

Basic Life and Ad&D/ 898-0000-205-2620  
Disability/ 898-0000-205-5800  
Supplemental Life and AD&D/ 898-0000-205-2610

If you have any questions please call me at X49499.

Cc: Alicia Perez, Executive Manager, Administrative Operations  
Linda Moore Smith, Director, HRMD

**MODIFICATION OF CONTRACT NUMBER: 04T003010J, LIFE, AD&D, LTD & STD (Unum) PAGE 1 OF 4 PAGES**

ISSUED BY: PURCHASING OFFICE 314 W 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: <b>ORALIA JONES</b> TEL. NO. (512) 854-9700 FAX NO. (512) 854-9185	DATE PREPARED: <b>September 2, 2008</b>
ISSUED TO UNUM LIFE INSURANCE COMPANY OF AMERICA 2211 CONGRESS ST., M-382 PORTLAND, MAINE 04122	MODIFICATION NO.: <b>5</b>	EXECUTED DATE OF ORIGINAL CONTRACT: <b>September 28, 2004</b>
ORIGINAL CONTRACT TERM DATES: <u>October 1, 2004- September 30, 2005</u> CURRENT CONTRACT TERM DATES: <u>October 1, 2008-September 30, 2009</u>		

**FOR TRAVIS COUNTY INTERNAL USE ONLY**

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

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

This amendment number five is made by the following parties: UNUM Life Insurance Company of America, a Maine corporation ("Company") and Travis County, Texas ("County").

**RECITALS:**

County and Company entered into a contract to provide employees and retirees with the opportunity to purchase insurance coverage, such as long term disability, short term disability, and optional life and accidental death and dismemberment insurance for themselves and their dependents at their own expense that began October 1, 2004 and was extended to September 30, 2008.

Paragraph 17.01 of the Agreement authorizes County and Company to amend the Agreement. County and Company want to extend the Agreement for one additional one year period. During this one additional one year period, all terms and conditions remained unchanged except the term of the agreement being extended and rate changes in compliance with 8.0, 9.0, and 10.0.

**AGREEMENT TO AMEND CONTRACT**

Company and County agree to amend the Agreement as follows:

1.0 Pursuant to 17.01 of the contract, 2.0 TERM OF AGREEMENT is amended by deleting paragraph 2.01 in its entirety and inserting the following paragraph in its place:

**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.

UNUM LIFE INSURANCE COMPANY OF AMERICA	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER
BY: _____ SIGNATURE	DATE: _____
Assistant Vice President HIS DULY AUTHORIZED AGENT	

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	

**DRAFT**

**2.0 TERM OF AGREEMENT**

2.01 The term of agreement is for one year, from 12:01 A.M. Central Time on October 1, 2004 continuously until 12:01 A.M. Central Time on September 30, 2005, unless terminated by either party in compliance with the applicable Insurance Contract or this agreement. County has the option to extend this agreement for four additional one year periods. During any exercised option period, all terms and conditions remained unchanged except the term of the agreement being extended and rate changes in compliance with 8.0, 9.0, and 10.0. The options, if exercised, must be executed by County no sooner than ninety days prior to the expiration of this agreement or any extension and no later than the final day of the agreement term. Failure by County to exercise either option to extend means that this agreement must expire at the end of the then current agreement term. This agreement, including all extensions as a result of exercised options, must not exceed five years.

**2.0 EXTENSION OF TERM**

1.01 Pursuant to 17.01 of the Agreement, Travis County and Company amend the Agreement to exercise County's option and extend this Agreement for one additional one year period from October 1, 2008 through October 1, 2009.

**3.0 LONG TERM DISABILITY RATES FOR FOURTH OPTION PERIOD**

3.01 Pursuant to 2.01, the following section 8.07 is added to the Agreement.

8.07 The rates applicable to the long term disability coverage for the fourth option year of this agreement are based on a composite rate of **\$.56 per \$100** of monthly salary which is applied to the annual salary at the time of enrollment.

**4.0 SHORT TERM DISABILITY RATES FOR FOURTH OPTION PERIOD**

4.01 Pursuant to 2.01 and 9.03 of the Agreement, the rates applicable to the short term disability coverage for the fourth option year of this agreement are based on a composite rate of **\$.32 per \$10** of weekly benefit which is applied to the annual salary at the time of enrollment.

**5.0 LIFE, AD&D, DEPENDENT LIFE RATES FOR FOURTH OPTION PERIOD**

5.01 Pursuant to 2.01 and 10.01 of the Agreement, the monthly rates applicable to the life, AD&D and dependent life coverage for active employees for the fourth option year of this agreement for each type of coverage are as follows:

**COPY**

TYPE AND LEVEL OF COVERAGE	RATE APPLICATION	Fourth Option Year
Optional AD&D equal to Employee only Life	Per \$1,000 of Coverage	\$0.025
Dependent Life	Per Employee	\$1.54
Optional Life for Active Employees: Basic Life and Optional Life for Spouses:	Per \$1,000 of Coverage Based on Age on Effective Date of Coverage	
	Under 30	\$0.057
	30-39	\$0.095
	40-44	\$0.143
	44-49	\$0.228
	50-54	\$0.38
	55-59	\$0.523
	60-64	\$0.855
	65-69	\$1.283
	70 and over	\$2.242

5.02 Pursuant to 2.01 and 10.02 of the Agreement, the monthly rates applicable to the retiree life and dependent life coverage for retirees for the fourth option year of this agreement for each type of coverage are as follows:

APPLICANT	RATE APPLICATION	RATE
Retiree age 70 or less	Coverage of \$15,000	\$2.08/mo
Spouse of Retiree age 70 or less	Coverage of \$7,500	\$2.08/mo
Retirees age 70 or less	Optional coverage of \$10,000 with Evidence of Insurability	\$6.92/mo
Spouse of Retiree age 70 or less	Optional coverage of \$5,000 (with Evidence of Insurability)	\$6.92/mo
Retiree age 71 or more	Coverage of \$5,000	\$5.90/mo
Spouse of Retiree age 71 or more	Coverage of \$2,500	\$2.95/mo

**COPY**

**6.0 RETIREE/SURVIVING SPOUSE ADMINISTRATION RATES FOR FOURTH OPTION YEAR**

6.01 Pursuant to 2.01 and 11.02 of the Agreement, the fee for the administration of County retiree benefit premiums for life coverage for the fourth option year of this agreement shall be **\$1.90** per insured retiree or insured surviving spouse per month.

**7.0 INCORPORATION OF CONTRACT AND EFFECTIVE DATE**

7.01 Company and County hereby incorporate this amendment into the Agreement. Company and County hereby ratify all of the terms and conditions of the Agreement as amended.

7.02 The changes to the Agreement, the plan changes and rates stated in this Amendment are effective on October 1, 2008.

**COPY**



**TRAVIS COUNTY PURCHASING OFFICE**

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

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

25

Approved by: \_\_\_\_\_

*Cyd V. Grimes 9/19/08*

**Voting Session: Tuesday, September 30, 2008**

**REQUESTED ACTION:** APPROVE CONTRACT NO. PS090030RE WITH WORKSOURCE-GREATER AUSTIN AREA WORKFORCE DEVELOPMENT BOARD FOR FY 2009 CHILD CARE LOCAL MATCH TRANSFER AGREEMENT. (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 Jose Palacios
- Other:**

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

WorkSource – Greater Austin Area Workforce Development Board, as the local agent for the Texas Workforce Commission, distributes state and federal child care funding for low-income working families in Travis County. WorkSource can utilize local contributions to draw down additional federal funds for child care. Under the proposed transfer agreement, Travis County will transfer \$223,741 of General Fund money earmarked for child care to WorkSource so the organization can leverage an additional \$490,175 in federal child care funds to produce a total of \$713,916 to provide child care for low-income families in Travis County.

➤ **Contract Expenditures:** NA

➤ **Contract-Related Information:**

- Award Amount: \$223,741.00
- Contract Type: Professional Services
- Contract Period: October 1, 2007-September 30, 2008

➤ **Contract Modification Information:**

- Modification Amount: N/A
- Modification Type: N/A

Modification Period:

➤ **Solicitation-Related Information:**



Solicitations Sent: N/A

Responses Received: N/A

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: To be entered after new budget is loaded
- Funding Account(s): 001-5891-611-6293
- Comments:

➤ **Statutory Verification of Funding:**

- Contract Verification Form: Funds Verified X Not Verified \_ by Auditor.



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

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

**DATE:** September 18, 2008  
**TO:** Members of the Commissioners Court

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

**SUBJECT:** Workforce Solutions Transfer Agreement

**Proposed Motion:**

Consider and take appropriate action to approve the FY'09 Workforce Solutions Transfer Agreement.

**Summary and Staff Recommendations:**

Workforce Solutions – Capital Area Workforce Board, as the local agent for the Texas Workforce Commission, distributes state and federal child care funding for low-income working families in Travis County. Workforce Solutions can utilize local contributions to draw down additional federal funds for child care. Under the proposed transfer agreement, Travis County will transfer \$223,741 of General Fund money earmarked for child care to Workforce Solutions so the organization can leverage an additional \$447,482 in federal child care funds to produce a total of \$671,223 to provide child care for low-income families in Travis County.

TCHHSVS staff recommends approving this agreement.

**Budgetary and Fiscal Impact:**

Travis County will make a single payment of \$223,741 to Workforce Solutions in October 2008. The money is in line item 001-5891-611-6294. This contract follows the county fiscal year. The contract number is PS080002RE. The requisition will be entered once the FY'09 budget is approved and loaded into H.T.E.

**Issues and Opportunities:**



The FY'09 agreement will increase the amount of money available for child care in Travis County and allow Travis County to retain significant control over how the money is spent.

**Background:**

Workforce Solutions also receives money from the City of Austin under a separate agreement which it uses to leverage federal funds for child care.

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

**Child Care Local Match Contribution Agreement  
Local Workforce Development Board**

<b>NAME OF CONTRIBUTOR</b>	<b>Travis County</b>
----------------------------	----------------------

<b>PLEGGED LOCAL MATCH AMOUNT</b>	
<b>DONATION</b>	
<b>TRANSFER</b>	\$223,741
<b>CERTIFICATION OF EXPENDITURES</b>	

The contributor identified above pledges the local funds as indicated in order for the Texas Workforce Commission (Commission) to draw down additional federal funds. Both the local and matched federal funds will be used for the provision of allowable child care services or activities in the Workforce Solutions - Capital Area Workforce Board area.

All parties understand and agree that (1) the appropriate Federal Medical Assistance Percentage for Texas will be used to determine the amount of federal funds matched as a result of this local contribution; and (2) this agreement is contingent upon acceptance of this agreement in an open meeting by a majority of the Commission.

**SIGNATURES:** The person signing this agreement on behalf of the contributor or the Board hereby warrants that he or she has been fully authorized to:

- execute this agreement on behalf of his or her organization; and
- validly and legally bind his or her organization to all the terms, performances, and provisions of this agreement.

For the faithful performance of this agreement as delineated, the parties below affix their signatures and bind their agencies effective October 1, 2008 and continuing through September 30, 2009.

	<u>Travis County</u> <b>CONTRIBUTOR</b>	<u>Workforce Solutions - Capital Area Workforce Board</u> <b>LOCAL WORKFORCE DEVELOPMENT BOARD</b>
<b>Signature</b>	<b>BY:</b>	
<b>Printed Name</b>	<b>Samuel T. Biscoe</b>	<b>Alan D. Miller</b>
<b>Title</b>	<b>Travis County Judge</b>	<b>Executive Director</b>
<b>E-mail Address</b>	<b>Sam.Biscoe@co.travis.tx.us</b>	<b>Alan.Miller@twc.state.tx.us</b>

## **Child Care Local Match Contribution Agreement GENERAL AGREEMENT TERMS**

### **SECTION 1: Legal Authority**

In the State of Texas, the Texas Workforce Commission (Commission) is designated as the lead agency for the administration of Child Care and Development Funds (CCDF) available under Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, (42 U.S.C. §9801, et seq.).

Pursuant to federal regulations (45 Code of Federal Regulations §§ 98 and 99), the Commission is the CCDF Lead Agency for Texas and the entity designated to accept donated funds from any private entity or transferred funds from any public entity or certifications of expenditures from public entities that may be used as match for available federal funds. As such, the terms of this agreement are contingent upon the certification of private donations (if applicable) by the Commission and the final acceptance of this agreement in an open meeting by a majority of the Commission.

### **SECTION 2: The contributor, by executing this agreement, certifies that:**

- a. It is not currently a party to an administrative proceeding pending before the Commission. If the contributor should become a party to an administrative proceeding before the Commission prior to acceptance of this agreement, this agreement shall be void.
- b. The contributor, if it is a for-profit entity, does not currently:
  - i) have a contractual relationship with the Commission for services or products of a value of \$50,000.00 or greater; or
  - ii) have a bid before the Commission for such a contract, except for a contract or bid that relates solely to providing child care services.
- c. Upon execution of this agreement, the contributor shall not enter into a contract with the Commission or submit a bid in response to a request for proposal issued by the Commission before the first anniversary of the date on which the Commission accepted a donation from the contributor unless the contract or bid relates only to providing child care services.

### **SECTION 3: The contributor agrees as follows:**

- a. To remit to the Commission the pledged local share in accordance with Item E, Donation/Transfer Payment(s) and Public Entity Certification of Expenditures Schedule.
- b. For donations and transfers of funds, checks remitted by the contributor must be made payable to the **Texas Workforce Commission or to the Board and submitted to the Commission through the Board.**
- c. To keep, and make available to the Commission or the Board upon request, records adequate to show that the contributed funds put forth in this agreement are eligible for matching purposes.

- d. When certifying expenditures of public funds as the local match, to provide the Board and Commission with a statement that certifies the expenditures and includes information detailing services delivered and expenditures in the format and within the time frames prescribed by the Board.
- e. To certify that the expenditures used as child care match are eligible for federal match, and were not used to match other federal funds.
- f. Donations from private entities:
  - (i) are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
  - (ii) do not revert to the donor's facility or use;
  - (iii) are not used to match other Federal Funds;
  - (iv) shall be certified both by the donor and by the Commission;
  - (v) shall be subject to the audit requirements in 45 CFR §98.65; and
  - (vi) shall provide the Board and the Commission, upon request, data needed for federal reporting purposes.

**SECTION 4:** The Board agrees as follows:

- a. To use the funds donated or transferred by the contributor, and the resulting federal funds, for child care services within the workforce area consistent with the intent of this agreement.
- b. To ensure that child care services provided by funding made available through this agreement are only those provided in accordance with all applicable local, State, and federal laws and regulations.
- c. To ensure that certified public expenditures (if applicable) represent expenditures eligible for federal match; were not used to match other federal funds; and were not federal funds unless authorized by federal law to be used to match other federal funds.
- d. To ensure that donations from private entities:
  - (i) are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
  - (ii) do not revert to the donor's facility or use;
  - (iii) are not used to match other federal funds;
  - (iv) shall be certified both by the donor and by the Commission;
  - (v) shall be subject to the audit requirements in 45 CFR 98.65; and
  - (vi) shall provide the Commission, upon request, data needed for federal reporting purposes.
- e. To inform the contributor of the time frames and procedures for remitting payment of pledged funds or submitting reports delineating certification of expenditures during the contribution period.

**SECTION 5:** The Board and the contributor agree as follows:

- a. That performance under this agreement is contingent upon the certification of private donations (if applicable) and the final acceptance of this agreement in an open meeting by a majority of the Commission.
- b. "Child Care Local Match Contribution Information" is incorporated by reference.
- c. To comply with federal regulations in 45 CFR 98.53 relating to matching fund requirements and 98.54 relating to restrictions on the use of funds.
- d. To submit a certification of expenditures report, certifying that the child care related expenditures were incurred according to regulations and policies to draw down such federal matching funds, and have not already been used as match for any other federal matching program.
- e. Other agreed-upon local operating plans and procedures used to implement and carry out the terms and intent of this agreement must comply with Board policies and procedures.
- f. This agreement for the contributor to provide matching funds is contingent upon the availability and amount of unmatched federal Child Care and Development Fund appropriations. If such funds are otherwise unavailable or reduced, written notice of termination, payment suspension, or funding reduction will be given by any party.
- g. These terms and conditions may be amended by written agreement of all parties at any time prior to the current agreement end date, as indicated on page one of this agreement, contingent upon acceptance of the amended terms and conditions by all parties.
- h. If federal, State, or local laws or other requirements are amended or judicially interpreted so as to render continued fulfillment of this agreement, on the part of any of the parties, substantially unreasonable or impossible, and if the parties should be unable to agree upon any amendment that would therefore be needed to enable the substantial continuation of the services contemplated herein, the parties shall be discharged from any further obligations created under the terms of this agreement, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.
- i. This agreement may be terminated by any party, for any reason, upon written notification to the other parties of at least 30 days in advance of such termination. Such written notification will be sent to the contributor's address as specified on Page 5 of this agreement.

**CHILD CARE LOCAL MATCH CONTRIBUTION INFORMATION**

**A. BOARD INFORMATION:**

Board Name: Workforce Solutions - Capital Area Workforce Board		
Board Address: 6505 Airport Blvd., Suite 101-E, Austin, TX 78752		
Board Staff – Contact Name: Lynne Phillips	Phone: 512 597 7109	Fax: 512 719 4709
E-mail Address: lynne.phillips@twc.state.tx.us		

**B. CONTRIBUTOR INFORMATION:**

Contributor Name: Travis County		
Contributor Address: Travis County Health and Human Services and Veterans Services ATTN: John Bradshaw P.O. Box 1748 Austin, TX 78767		
Type of Entity: Government		
Name of Fiscal Agent (if applicable):		
Vendor ID Number or Federal Employer ID Number of Contributor or Contributor's Fiscal Agent:		17460000192200
Contributor Contact Name: John Bradshaw	Phone: 512 854 4277	Fax: 512 854 4123
E-mail Address: john.bradshaw@co.travis.tx.us		

**C. ORIGINATING AGREEMENT INFORMATION:**

Type of Contribution: <input type="checkbox"/> Donation (Private Entity) <input checked="" type="checkbox"/> Transfer (Public Entity) <input type="checkbox"/> Certification (Public Entity)
Pledged Local Match Amount: \$223,741
Program Number: 07142T02FY08
Did a Board Member assist in securing this local match agreement? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
• If YES, Name of Board Member:
• How did the Board Member assist?

**D. UTILIZATION OF FUNDS DESCRIPTION:**

The planned utilization of funds, including planned amounts, is described below. Utilization of funds must be in compliance with the State's Child Care and Development Fund Plan in effect for the contract period.

1. **Cash Contributions:** The description below addresses the Board's planned utilization of local and federal funds resulting from donation and transfer of funds agreements.

	Description	Planned Funding (Local and Federal)
Direct Child Care	Purchase direct child care for CCDF eligible families receiving care from eligible providers participating in the Texas Rising Star program selected through a competitive process conducted by the City of Austin. At the sixth and ninth month expenditure benchmark, the board, in coordination with the county, may re-allocate any projected lapse in the federal matching share of funding. Re-allocated funding will be utilized to purchase care from eligible providers for other CCDF eligible families living in Travis County.	\$ 671,223
Child Care Quality Improvement	<input type="checkbox"/> Local-level support to promote consumer education provided by 2-1-1 Texas <input type="checkbox"/> Activities to support school readiness, early learning and literacy <input type="checkbox"/> Collaborative Reading Initiatives	\$

2. **Certification of Expenditures:** The descriptions below describe (1) the allowable child care services or activities that resulted in local certified expenditures, the source of the local funds and (2) the Board's planned utilization of the matched federal funds resulting from the certification of expenditures.

	Description	Funding
Direct Child Care	1. Expenditures certified by the contributor resulted from services provided at: Source of Local Funds:	Amount of funding: (Local Share) \$
Direct Child Care	2. Board's planned use of federal funds:	Amount of funding: (Federal Share) \$
Child Care Quality Improvement	1. Expenditures certified resulted from the following activities: <input type="checkbox"/> Consumer Education <input type="checkbox"/> Information and Referral Services <input type="checkbox"/> Professional development activities (i.e. Training, education or technical assistance to providers, including resources) <input type="checkbox"/> Improving salaries or other compensation for providers of CCDF-funded child care <input type="checkbox"/> Activities to support early language, literacy and numeracy development <input type="checkbox"/> Activities to support inclusive child care <input type="checkbox"/> Collaborative Reading Initiatives <input type="checkbox"/> Other - Describe in detail the activities:  Source of Local Funds:	Amount of funding: (Local Share) \$
Child Care Quality Improvement	2. Board's planned use of federal funds: <input type="checkbox"/> Local-level support to promote consumer education provided by 2-1-1 Texas <input type="checkbox"/> Activities to support school readiness, early learning and literacy <input type="checkbox"/> Collaborative Reading Initiatives	Amount of funding: (Federal Share) \$

**E. DONATION/TRANSFER PAYMENT(S) AND CERTIFICATION OF EXPENDITURES SCHEDULE:**

In compliance with Section 3 (a) of this agreement, the contributor will remit payment or reports of actual expenditures in accordance with the completed schedule below.

**1. Donation/Transfer Payment(s) (Local Funds)**

	Donation/Transfer Date	Actual Amount
1.	October 15, 2008	\$223,741
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
<b>TOTAL</b>		<b>\$223,741</b>

❖ Donation/Transfer Date must be within the contract begin and end dates.

**2. Public Entity Certification of Expenditures (Local Funds):**

	Certification Period	Reporting Date *	Planned Amount of Expenditures
1.	From to		
2.	From to		
3.	From to		
4.	From to		
5.	From to		
6.	From to		
7.	From to		
8.	From to		
9.	From to		
10.	From to		
11.	From to		
12.	From to		
<b>TOTAL</b>			

❖ Certification period must be within the contract begin and end dates.

❖ Explanation is required below if reporting dates are outside the contract end date.

*Completed original, signed forms must be sent to Contract Management, 101 East 15th Street, Room 424T, Austin, Texas 78778-0001. Please call TWC Contract Manager, if you have any questions. An individual may receive and review information that the Texas Workforce Commission collects, by sending an e-mail to [open.records@twc.state.tx.us](mailto:open.records@twc.state.tx.us) or writing to TWC Open Records Unit, 101 East 15th Street, Room 264, Austin, Texas 78778-0001.*



**CERTIFICATION OF EXPENDITURES  
BY A PUBLIC ENTITY**

**Name of Contributing Public Entity:** n/a to this agreement

The public entity named above certifies expenditures in the amount of \$\_\_\_\_\_ to be used as state matching funds to draw down available federal matching funds as authorized in the Child Care and Development Fund regulations at 45 C.F.R. §98.53.

By signing below, the public entity named above certifies that the funds specified above:

- 1) are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds;
- 2) are not used to match other federal funds;
- 3) represent expenditures eligible for federal match; and
- 4) does not represent expenditures from local pre-kindergarten programs.

Signature of authorized agent: \_\_\_\_\_

Printed name of authorized agent:

Title of authorized agent:

**JOINT CERTIFICATION OF FUNDS  
DONATED FROM PRIVATE SOURCES**

**Name of Donor:** n/a to this agreement

The Donor named above contributes funds in the amount of \$\_\_\_\_\_ to the Texas Workforce Commission (Commission) to be used as state matching funds to draw down available federal matching funds as authorized in the Child Care and Development Fund Regulations at 45 C.F.R. §98.53.

By signing below, the Donor and the Commission certify that the donated funds specified above:

- 1) are available and represent expenditures eligible for federal match.
- 2) are donated without any restriction that would require their use for a specific individual, organization, facility or institution;
- 3) do not revert to the Donor's facility or use; and
- 4) are not used to match other federal funds.

**DONOR'S CERTIFICATION**

Signature of authorized agent: \_\_\_\_\_

Printed name of authorized agent:

Title of authorized agent:

**COMMISSION'S CERTIFICATION**

Signature of authorized agent: \_\_\_\_\_

Printed name of authorized agent: Laurence M. Jones

Title of authorized agent: Director, Workforce Development Division



**TRAVIS COUNTY PURCHASING OFFICE**

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

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

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Approved by: \_\_\_\_\_

*Cyd V. Grimes 9/19/08 MB*

**Voting Session: Tuesday, September 30, 2008**

**REQUESTED ACTION: REVIEW AND APPROVE LIST OF AUTO RENEWAL INTERLOCAL AGREEMENTS (71 TOTAL) AND CONTRACTS (175 TOTAL) FOR VARIOUS SERVICES.**

***Points of Contact:***

- Purchasing:** Rebecca Gardner, Vania Ramaekers
- Department:** SEE ATTACHMENT "A"
- County Attorney (when applicable):** N/A
- 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.

Attached for Commissioners Court approval (Attachment "A") is a list of agreements and contracts containing provisions for renewal for the period of October 1, 2008 through September 30, 2009. No modifications are needed. The renewals are automatic, unilateral, and may be renewed at the discretion of Travis County for successive one-year periods under the same prices, terms, and conditions as the original contract. Purchasing has asked departments to validate their list of contracts. Adjustments were made as necessary.

Attachment "A" is organized by department.

APPROVE ( ) DISAPPROVE ( )

\_\_\_\_\_  
County Judge

\_\_\_\_\_  
Date

➤ **Contract-Related Information: See attached list**

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Not Applicable

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

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

➤ **Funding Information:**

- Purchase Requisition in H.T.E.: NA
- Funding Account(s): See attached
- Comments:

➤ **Statutory Verification of Funding:**

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

ATTACHMENT A

05R00047LC	CITY OF AUSTIN	REVENUE AGREEMENT FOR CTECC SECURITY SVCS (TCES)	NA		CES	Revenue contract									
IL010007DR	AUSTIN INDEPENDENT SCHOOL DIST	REIMBURSEMENT CUSTODIAL F/CLASSROOM F/CES NTE \$30K	21,033.01		CES	071-4010-5866-6099									
PS070168VR	SOUTH AUSTIN MARKET PLACE	POST-RELEASE TRANSITIONAL HOUSING	\$27,239.62		CES / CJP	001-5500-557-6099									
IL080182VR	AUSTIN SAN ANTONIO	AUSTIN-SAN ANTONIO INTERMUNICIPAL RAIL DISTRICT	\$49,500.00		Comm. Pct. 2	TBD									
PS010051LB	LISA AHLBURG AND ASSOCIATES	COURT REPORTING SERVICES FOR COUNTY ATTORNEY	0.00		County Attorney	525-1140-52-4711									
PS010053LB	COUGHENOUR, JUDY A	COURT REPORTING SERVICES FOR COUNTY ATTORNEY	4,767.67		County Attorney	525-1140-522-4711									
PS010064LB	BODE TECHNOLOGY GROUP INC	DNA CONSULTING, ANALYSIS, TESTIFY NTE \$80,000 PERIOD	\$0.00		County Attorney	TBD									
PS020006LB	BARRINGER LEGAL COPIES INC	LITIGATION SUPPORT SVCS-DOCUMENT/VIDEO DUPLICATION	0.00		County Attorney	001-2101-543-4712									
PS080158ML	TETRA TECH	Engineering Consulting Services	27,603.74		County Attorney	525-114-0522-4713									
PS080159ML	PAULS HORSBY	Appraisal Damage Valuation Consulting Svcs	36,277.50		County Attorney	525-114-0522-4713									
PS080160ML	ESPEY	Environmental Water Quality Consulting Svcs	63,646.67		County Attorney	525-114-0522-4713									
PS080218ML	ESPEY	Rainfall Analysis Services	0.00		County Attorney	525-114-0522-4713									
PS970133LB	CHAPMAN, CAROLINE	COURT REPORTER - CHAPMAN	0.00		County Attorney	811-2383-545-6307									
PS970183LB	EWBANK AND BYROM, PC	EWBANK & BYROM, P.C. - LEGAL SERVICES	0.00		County Attorney	525-1140-522-4707									
PS970315ML	VINSON AND ELKINS LLP	BOND COUNSEL & MOD 1,2,3,4,5, &6	49,459.57		County Attorney	509-1000-801-4020									
PS990098LB	MOREHART AND WEINMAN	DON MOREHART--LIT. SUPPORT TAX NTE \$25K PER K PER.	\$1,120.00		County Attorney										
PS990113LB	SHEPHERD, ROBB	ROBB SHEPHERD, AD LITEM TAX NTE \$25K PER K PERIOD	5,180.00		County Attorney	001-0830-518-4012									
PS040217ML	BURROWS, MAUREEN	AUDIT SERVICES FOR JUVENILE BOARD	0.00		County Auditor	001-9496-546-6315									
02C00166LC	HART INTERCIVIC, INC.	DRE ELECTION EQUIPMENT	\$0.00		County Clerk										
99C0018-JP	MANATRON, INC. FORMERLY HART	DEED INDEXING SYSTEM	\$0.00		County Clerk										
03T00234RG	SEISINT	SEARCH SERVICES (ACCURINT)	\$78,480.00		COUNTYWIDE	COUNTYWIDE									
PS060246ML	PAUL, GREGORY M.D.	PSYCHIATRIC SERVICES F/DISTRICT & CRIMINAL COURTS	\$0.00		Criminal Courts										
CP050027ML	BELL/LAMPASAS COUNTIES CSCD	LITIGATION SUPPORT SERVICES FROM BELL/LAMPASAS CTY	0.00		CSCD	052-3920-585-4099									
CP050028ML	SIMMONS, WOODY	DNA TESTING ON SEX OFFENDERS	0.00		CSCD	032-3920-585-6033									
CP060261ML	HAWKINS ASSOCIATES INC	TEMPORARY PERSONNEL SERVICES	0.00		CSCD	001-2311-545-6008									
PS020181LB	CORRECTIONS SOFTWARE SOLUTIONS	INTERIM SFW SOLUTIONS FOR COLLECTIONS OF FINES/FEES	0.00		CSCD	001-391-0585-6101									
PS030026LB	ANDERSON, MARY DR	PSYCHIATRIC SERVICES F/DISTRICT & CRIMINAL COURTS	0.00		Dist. & criminal court	001-9486-546-6315									
PS030027LB	HUMES, DUSTY L PHD	PSYCHOLOGICAL SERVICES F/DISTRICT & CRIMINAL COURT	0.00		Dist. & criminal court	001-9486-546-6315									
PS030028LB	CANTU, ROBERT E MD PA	PSYCHIATRIC SERVICES F/DISTRICT & CRIMINAL COURTS	0.00		Dist. & criminal court	001-9486-546-6315									
PS030029LB	COONS, RICHARD E JD MD	PSYCHIATRIC SERVICES F/DISTRICT & CRIMINAL COURTS	8,610.00		Dist. & criminal court	001-9486-546-6315									
PS990095LH	CENTER FOR CHILD PROTECTION	CHILDREN'S ADVOCACY CENTER - DA'S OFFICE	99,999.96		District Atty	001-2311-545-6099									
PS010064LB	BODE TECHNOLOGY GROUP INC	DNA CONSULTING, ANALYSIS, TESTIFY NTE \$80,000 PERIOD	0.00		District Atty	001-2320-545-6308									
PS000251LB	SAFE PLACE	CRIME VICTIMS SERVICES D.A.'S OFFICE	0.00		District Atty	843-2311-545-6008									
CM040145LC	VISTA SOLUTIONS GROUP	DOCUMENT MANAGEMENT SYSTEM	\$0.00		District Clerk										
PS040271ML	SIEPERT, CHARLES JR.	COMPUTER SOFTWARE PROGRAMMING AND SUPPORT	0.00		District Clerk	001-210-2543-6008									
02C00118LC	FIRST DATA GOVERNMENT SOLUTIONS	INTERACTIVE VOICE RESPONSE-DRO	\$0.00		Domestic Relations										
02T00073JW	MOTOROLA	MOTOROLA VIA THE COMMUNICATIONS	\$0.00		EMS										
IL040167LC	CITY OF AUSTIN	OP & MAINT OF REGIONAL RADIO SYS (RRS) AUTOREN 40Y	\$925,216.00		EMS										
MA970200	CITY OF AUSTIN FIRE DEPARTMENT	PLANNING AND COMMISSION DATA	\$0.00		EMS										
PS080228RE	DAUGHTERS OF CHARITY HEALTH	UNCROSSMATCHED BLOOD PRDCT SERVICES	\$0.00		EMS	001-5910-602-3051									
IL000041RE	CITY OF AUSTIN	CONGREGATE MEALS	\$0.00		HHS	001-5854-611-6261									
IL000065EF	CAPITAL AREA RURAL TRANSPORT	RURAL TRANSPORTATION SERVICES - CARTS	\$119,858.86		HHS	001-5854-611-6251									
IL000104MQ	TEXAS COOPERATIVE EXTENSION	COUNTY DEMONSTRATION WORK IN TRAVIS COUNTY	\$103,579.52		HHS	001-1800-613-4099									
IL000197MQ	CALDWELL-TRAVIS SOIL AND WATER	SOIL AND WATER CONSERVATION	\$850		HHS	001-1800-613-7004									
IL020019EF	AUSTIN TRAVIS COUNTY MHMR	COMMUNITY ACTION NETWORK	\$52,580		HHS	001-5891-611-4099									
IL030144RE	AUSTIN TRAVIS COUNTY HEALTH	SUMMER YOUTH EMPLOYMENT	\$0.00		HHS	001-5867-611-6099									
IL040243RE	AUSTIN INDEPENDENT SCHOOL DIST	AFTER SCHOOL CARE SERVICES AISD	\$460,356		HHS	001-5867-611-6290									
IL040256RE	TRAVIS COUNTY DEAF SERVICES	DEAF INTERPRETING SERVICES TO COA	NA		HHS	Revenue contract									

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IL060026RE	PRAIRIE VIEW A & M UNIVERSITY	COUNTY DEMONSTRATION WORK NTE \$10,000				HHS	001-1800-613-4099
IL060262RE	Dept. of Assistive and Rehabilitative Svcs	DEAF SERVICES				HHS	Revenue contract
IL070037RE	AUSTIN TRAVIS COUNTY MHMR	MSO SERVICES YOUTH AND FAMILY ASSESSMENT CENTER				HHS	001-5868-611-6295
IL070268RE	TRAVIS COUNTY DEAF SERVICES	INTERPRETING SERVICES				HHS	Revenue contract
IL990020TS	AUSTIN TRAVIS COUNTY HEALTH	RYAN WHITE CARE ACT INTERLOCAL, ADMIN. NO FUNDS				HHS	No Funds Involved
PS000160MQ	WILKE CLAY FISH FUNERAL HOME	INDIGENT BURIAL SERVICES				HHS	001-5854-611-6017
PS000161MQ	AUSTIN PEEL AND SON FUNERAL HO	INDIGENT BURIAL SVCS/AUSTIN-PEEL & SON F.H./HHS				HHS	001-5854-611-6017
PS000162MQ	NEW FOREST OAKS INC	INDIGENT BURIAL SVCS/COOK-WALDEN FOREST OAKS/HHS				HHS	001-5854-611-6017
PS000163MQ	COOK WALDEN FUNERAL HOME INC	INDIGENT BURIAL SVCS/COOK-WALDEN FUNERAL HOME/HHS				HHS	001-5854-611-6017
PS000164MQ	AUSTIN JONES FUNERAL HOME	INDIGENT BURIAL SVCS/AUSTIN-JONES FUNERAL HOME/HHS				HHS	001-5854-611-6017
PS000165MQ	FULLER SHEFFIELD FUNERAL SERVI	INDIGENT BURIAL SVCS/FULLER-SHEFFIELD/HHS				HHS	001-5854-611-6017
PS000166MQ	HARRELL FUNERAL HOME LTD	INDIGENT BURIAL SVCS/HARRELL FUNERAL HOME/HHS				HHS	001-5854-611-6017
PS000167MQ	KING TEARS MORTUARY INC	INDIGENT BURIAL SVCS/KING TEARS MORTUARY/HHS				HHS	001-5854-611-6017
PS000168MQ	MISSION FUNERAL HOME	INDIGENT BURIAL SVCS/MISSION FUNERAL HOME/HHS				HHS	001-5854-611-6017
PS000169MQ	RICHARD, J M	INDIGENT BURIAL SVCS/PHILLIPS UPSHAW RICHARD/HHS				HHS	001-5854-611-6017
PS000170MQ	RESTHAVEN MORTUARY	INDIGENT BURIAL SVCS/RESTHAVEN MORTUARY/HHS				HHS	001-5854-611-6017
PS000171MQ	WEED CORLEY FISH FUNERAL HOME	INDIGENT BURIAL SVCS/WEED-CORLEY-FISH F.H./HHS				HHS	001-5854-611-6017
PS010151LB	CAPITAL AREA FOOD BANK OF	CAFB - WEST RURAL CENTER				HHS	001-5854-611-6017
PS010152LB	CAPITAL AREA FOOD BANK OF	CAFB - NORTH RURAL CENTER				HHS	001-5854-611-6262
PS010153LB	CAPITAL AREA FOOD BANK OF	CAFB - NORTHWEST RURAL CENTER				HHS	001-5854-611-6262
PS010154LB	CAPITAL AREA FOOD BANK OF	CAFB - EAST RURAL CENTER				HHS	001-5854-611-6262
PS010155LB	CAPITAL AREA FOOD BANK OF	CAFB - POST ROAD SERVICE CENTER				HHS	001-5854-611-6262
PS010156LB	CAPITAL AREA FOOD BANK OF	CAFB - PALM SQUARE SERVICE CENTER				HHS	001-5854-611-6262
PS010157LB	CAPITAL AREA FOOD BANK OF	CAFB - SOUTH RURAL CENTER				HHS	001-5854-611-6262
PS040022EF	LANGUAGE LINE	LANGUAGE LINES INTERPRETER SERVICES MULTI-LANGUAGE				HHS	001-5854-611-6262
PS990110EF	COMMUNICATION SERVICES FOR THE	DEAF INTERPRETING SERVICES				HHS	001-5854-611-6018
01C0174-LC	COMPUDYNE PUBLIC SAFTEY AND JUSTC	SOFTWARE LICENSE AGREEMENT				HHS	001-5861-611-6018
IL980214BS	CITY OF AUSTIN TELECOMMUNICA-	INTERLOCAL USE OF INSTITUTIONAL NETWORK CAPACITY				ITS	
MA980095	COMPUDYNE PUBLIC SAFTEY AND JUSTC	AGREEMENT FOR EXTENDED SERVICES				ITS	
MA960322	EASY ACCESS, INC.	(EZTAX/EZVOTE/EZVIP)				ITS	
PS070003LC	EASY ACCESS, INC.	CREDIT CARD AGREEMENT FOR DISTRICT CLERK				ITS/County Clerk	
PS060145LC	EASY ACCESS, INC.	DRO CREDIT CARD AGREEMENT				ITS/DCLK	
PS060178LC	EASY ACCESS, INC.	PJP CREDIT CARD AGREEMENT				ITS/DRO	
PS060256LC	EASY ACCESS, INC.	CREDIT CARD SERVICES FOR TCSO				ITS/JP	
PS050127RE	HUSTON TILLOTSON UNIVERSITY	FEDERAL WORKSTUDY AGREEMENT				ITS/TCSO	
PS070001RE	SOUTHWEST KEY PROGRAM	CASE MANAGEMENT SERVICES				JP3	No Funds Involved
IL010219JW	CITY OF AUSTIN	CASE MANAGEMENT SERVICES				JPD	272-4569-593-6099
IL000258KW	AUSTIN TRAVIS COUNTY MHMR	COMPUTER-AIDED DISPATCH SYSTEM - RDMT NTE 615.785				Justice & Public	
IL010019JW	AUSTIN TRAVIS COUNTY MHMR	PSYCHIATRIC EVALUATION/CONSULTATION SVCS-MHMR-JPD				Safety	
IL060216JT	MENTAL HEALTH MENTAL RETARDATI	CHILDRENS PARTNERSHIP SERVICES				Juvenile Probation	001-4530-593-6024
IL060352JT	MENTAL HEALTH MENTAL RETARDATI	INTENSIVE OUTPATIENT TREATMENT SERVICES NTE \$22000				Juvenile Probation	001-4530-593-6024
IL080007VR	HAYS COUNTY TREASURER	CASE MGMT.SVCS.MENTALLY ILL PI-ENHANCED OFFENDERS				Juvenile Probation	001-4530-593-6205
IL080039VR	VICTORIA COUNTY	RESIDENTIAL TREATMENT SERVICES (HAYS COUNTY)				Juvenile Probation	001-5500-557-6099
LA060253JT	AUSTIN INDEPENDENT SCHOOL DIST	RESIDENTIAL TREATMENT SERVICES (VICTORIA COUNTY)				Juvenile Probation	001-4530-593-6205
PS000011JW	CARRASCO, NICHOLAS PHD	JJAEP - AISD - YEARLY LEASE				Juvenile Probation	001-4530-593-6205
PS000068VR	PHOENIX HOUSES OF TEXAS INC	JUV SEX OFFENDER TREATMENT				Juvenile Probation	023-4510-593-6102
PS000183VR	YOUTH AND FAMILY ALLIANCE	RESIDENTIAL SUBSTANCE ABUSE TREATMENT SERVICES				Juvenile Probation	001-4530-593-4019
PS000199JW	SHORELINE INC	RESIDENTIAL TREATMENT SERVICES LIFEWORKS				Juvenile Probation	001-4530-593-6205
PS000204JW	DAYSTAR RESIDENTIAL INC	RESIDENTIAL TREATMENT SVCS-SHORELINE, INC.				Juvenile Probation	627-4573-593-6205
PS000205VR	BOYS TOWN TEXAS INC	RESIDENTIAL TREATMENT SVCS - DAYSTAR RESIDENTIAL				Juvenile Probation	001-4530-593-6205
		RESIDENTIAL TREATMENT SERVICES				Juvenile Probation	001-4530-593-6205

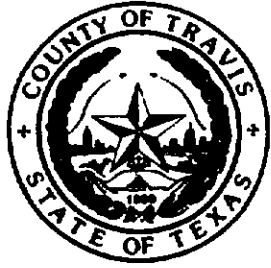
ATTACHMENT A					
PS000206JW	GIOSOSA FOUNDATION, THE	RESIDENTIAL TREATMENT SVCS-THE GIOSOSA FOUNDATION	\$0.00	Juvenile Probation	001-4530-593-6205
PS000209JW	HAVEN OF HOPE	RESIDENTIAL TREATMENT SERVICES - HAVEN OF HOPE	\$0.00	Juvenile Probation	001-4530-593-6205
PS000210JW	TEXAS LAUREL RIDGE HOSPITAL LP	RESIDENTIAL TREATMT SVCS-LAUREL RIDGE TREATMNT CTR	\$0.00	Juvenile Probation	001-4530-593-6205
PS000211JW	HMH CEDAR CREST LLC,	RESIDENTIAL TREATMENT SVCS-CEDAR CREST FOUNDATION	\$0.00	Juvenile Probation	001-4530-593-6205
PS000212JW	BROOKHAVEN YOUTH RANCH INC	RESIDENTIAL TREATMENT SVCS-BROOKHAVEN YOUTH RANCH	\$70,454.93	Juvenile Probation	001-4530-593-6205
PS000221JW	CARING FAMILY NETWORK	RESIDENTIAL TREATMENT SVCS - CARING FAMILY NETWORK	\$0.00	Juvenile Probation	001-4530-593-6205
PS000229JW	LUTHERAN SOCIAL SERVICES OF	RESIDENTIAL TREATMENT SVCS - LUTHERAN SOCIAL SVCS	\$251,246.74	Juvenile Probation	001-4530-593-6205
PS000230JW	PEGASUS SCHOOLS INC	RESIDENTIAL TREATMENT SERVICES - PEGASUS SCHOOLS	\$174,428.95	Juvenile Probation	001-4530-593-6205
PS000244JW	SETTLEMENT CLUB DBA THE	RESIDENTIAL TREATMENT SERVICES - SETTLEMENT CLUB	\$60,466.55	Juvenile Probation	001-4530-593-6205
PS000246JW	NEW ENCOUNTERS RESIDENTIAL	RESIDENTIAL TREATMENT SVCS-NEW ENCOUNTERS RTC	\$0.00	Juvenile Probation	001-4530-593-6205
PS000264KW	CONNECTIONS INDIVIDUAL AND FAM	RESIDENTIAL TREATMENT SVCS-COMAL CO (CONNECTIONS)	\$743.54	Juvenile Probation	001-4530-593-6205
PS000299KW	SOUTHWEST KEY PROGRAM	EDUCATIONAL/COUNSELING SVCS-JJAEP-SOUTHWEST KEY	\$424,506.68	Juvenile Probation	023-4510-593-6099 174-4517-593-6099
PS010063JW	CLEAN INVESTMENTS INC	SUBSTANCE ABUSE TREATMENT COUNSELING	\$51,886.00	Juvenile Probation	001-4573-593-6099
PS010064JW	CHOOSING HOW I LIVE LIFE OUTPA	SUBSTANCE ABUSE TREAT/COUNSELING SVCS	\$26,006.00	Juvenile Probation	001-4573-593-6099
PS010144JW	PROVIDENCE SERVICE CORP	IN-HOME FAMILY SERVICES	\$253,051.00	Juvenile Probation	001-4530-593-6099 887-4573-593-6099 889-4573-593-6099 627-4573-593-6099
PS010162JW	CORTEZ, SARAH	SEX OFFENDER TREATMENT/COUNSELING-JUV	\$64,485.00	Juvenile Probation	001-4530-593-4099
PS020064JW	SOUTHWEST KEY PROGRAM	SWKEY COMMUNITY COORDINATOR - JJAEP	\$37,500.00	Juvenile Probation	174-4578-593-6099
PS030159JW	POSITIVE STEPS INC	RESIDENTIAL TREATMENT SERVICES - POSITIVE STEPS	\$0.00	Juvenile Probation	001-4530-593-6205
PS030160JW	CAMPBELL GRIFFIN CENTER	RESIDENTIAL TREATMENT SRVCS - CAMPBELL A GRIFFIN	\$0.00	Juvenile Probation	001-4530-593-6205
PS030161JW	KERR CO JUVENILE FACILITY	RESIDENTIAL TREATMENT SERVICES - KERR COUNTY	\$180.00	Juvenile Probation	001-4530-593-6205
PS030162JW	ROY MAAS' YOUTH ALTERNATIVES	RESIDENTIAL TREATMENT SERVICES- YOUTH ALTERNATIVES	\$0.00	Juvenile Probation	001-4530-593-6205
PS030169JW	THERAPEUTIC FAMILY LIFE	RESIDENTIAL TREATMENT SERVICES - THERAPEUTIC	\$40,315.74	Juvenile Probation	001-4530-593-6205
PS030171JW	OAKS TREATMENT CENTER	RESIDENTIAL TREATMENT SERVICES- OAKS TREATMENT CTR	\$644,195.00	Juvenile Probation	001-4530-593-6205
PS030172JW	NEW HORIZONS RANCH AND	RESIDENTIAL TREATMENT SERVICES - NEW HORIZON	\$41,726.37	Juvenile Probation	001-4530-593-6205
PS030218JW	RAMEY, HOWARD A DDS	DENTAL SERVICES - DR. RAMEY, D.D.S.	\$8,555.00	Juvenile Probation	001-4512-593-4009
PS030292JW	ROCKDALE RGNL JUV JUSTICE CNTR	RESIDENTIAL TREATMENT SERVICES - ROCKDALE RGNL	\$128,250.77	Juvenile Probation	001-4530-593-6205
PS040113JW	POOLE, DAVID R PHD	PSYCHOLOGICAL EVALUATIONS - DR. DAVID R. POOLE	\$0.00	Juvenile Probation	001-4514-593-6315
PS040114JW	THORNE, STEPHEN A, PH.D	PSYCHOLOGICAL EVALUATIONS - DR. STEPHEN A. THORNE	\$27,100.00	Juvenile Probation	001-4514-593-6315
PS040257JW	ALLIANCE CHILDRENS SRVCS, INC.	RESIDENTIAL TREATMENT SERVICES - ALLIANCE	\$0.00	Juvenile Probation	001-4530-593-6205
PS050002JW	SEAY, OLLIE J. PH.D.	PSYCHOLOGICAL SERVICES - DR. OLLIE J. SEAY	\$2,000.00	Juvenile Probation	001-4514-593-6315
PS050011JW	DCCI	TREATMENT AND RELAPSE PREVENTION SERVICES	\$0.00	Juvenile Probation	001-4530-593-6205
PS050177JW	GULF COAST TRADE CENTER	RESIDENTIAL TREATMENT SERVICES - GULF COAST TRADES	\$115,665.83	Juvenile Probation	001-4530-593-6205
PS060022JW	AUSTIN CHILD GUIDANCE CENTER	THERAPEUTIC SERVICES	\$10,659.00	Juvenile Probation	001-4560-593-4099
PS060031JW	AUSTIN PSYCHOLOGICAL AND TESTI	PSYCHOLOGICAL AND NEUROPSYCHOLOGICAL TESTING	\$6,900.00	Juvenile Probation	001-4514-593-6315
PS060191JT	FIERRO, BRENDA I.	FACILITATION OF COURT ORDERED PARENTING CLASSES	\$3,360.00	Juvenile Probation	817-4560-593-4099
PS070129JT	YOUTH AND FAMILY ALLIANCE	PROFESSIONAL COUNSELING CONSULTATION DEBRIEF SVCS.	\$14,560.00	Juvenile Probation	817-4560-593-4099
PS070205VR	NEXUS RECOVERY CENTER, INC.	RESIDENTIAL SUBSTANCE ABUSE TREATMENT SERVICES	\$108,372.00	Juvenile Probation	001-4530-593-6205
PS070255VR	SOUTHWEST KEY PROGRAM	RESIDENTIAL TREATMENT SERVICES	\$6,071.52	Juvenile Probation	001-4530-593-6205
PS070296VR	FREY, ERIC PHD	PSYCHOLOGICAL SERVICES	\$12,150.00	Juvenile Probation	001-4514-593-6315
PS070297VR	RESOLUTIONS ADOLESCENT COUNSEL	ASSESSMENT SERVICES	\$12,568.75	Juvenile Probation	001-4514-593-6315
PS070310VR	AUSTIN CHILDRENS SHELTER	RESIDENTIAL EMERGENCY SHELTER SERVICES	\$16,474.22	Juvenile Probation	001-4530-593-6205
PS070334VR	BLACK, JENNY	SEXUAL ASSAULT NURSE EXAMINER SERVICES (SANE)	\$2,808.00	Juvenile Probation	001-3725-563-6313
PS070335VR	GANN, KATHLEEN RN CEN SANE	SEXUAL ASSAULT NURSE EXAMINER SERVICES (SANE)	\$5,219.00	Juvenile Probation	001-3725-563-6313
PS070346VR	CORMIER, SANDRA L. CANO	PSYCHOLOGICAL/COUNSELING SERVICES (COPE)	\$3,800.00	Juvenile Probation	627-4514-593-4099
PS070347VR	GULI, LAURA A.	PSYCHOLOGICAL/COUNSELING SERVICES (COPE)	\$285.00	Juvenile Probation	627-4514-593-4099
PS070348VR	CARVAJAL, TERRY M.	COUNSELING SERVICES (COPE)	\$6,960.00	Juvenile Probation	627-4514-593-4099
PS070349VR	AUSTIN FAMILY INSTITUTE	PSYCHOLOGICAL/COUNSELING /ASSESSMENT SVCS (COPE)	\$2,940.00	Juvenile Probation	627-4514-593-4099

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PS070350VR	SAMARITAN CENTER	PSYCHOLOGICAL/COUSLING/ ASSESSMENT SVCS (COPE)	\$840.00	Juvenile Probation	627-4514-593-4099
PS070385VR	MERCHANTS OF HOPE CHILDREN'S H	RESIDENTIAL TREATMENT SERVICES	\$11,331.69	Juvenile Probation	001-4530-593-6205
PS080005VR	BAPTIST CHILD AND FAMILY HHS	RESIDENTIAL EMERGENCY SHELTER SERVICES	\$0.00	Juvenile Probation	001-4530-593-6205
PS080006VR	PROVIDENCE SERVICE CORP	PSYCHIATRIC/COUSLING SVCS (COPE)	\$8,165.00	Juvenile Probation	623-4514-593-4099
PS080068VR	SOUTHWEST KEY PROGRAM	DAY TREATMENT SERVICES	\$394,037.20	Juvenile Probation	174-4572-593-6099
PS080179VR	WARD, LAURA ATKINS	LEGAL CONSULTING SERVICES	\$7,775.00	Juvenile Probation	001-4530-593-6205
PS080181VR	AVALON CENTER INC	RESIDENTIAL TREATMENT SERVICES	\$0.00	Juvenile Probation	001-4530-593-6205
PS080197VR	TRAVIS COUNTY SVS FOR THE DEAF	DEAF SERVICES FOR JUVENILE PROBATION	\$0.00	Juvenile Probation	001-4526-593-6018
PS080213VR	SHILOH TREATMENT CENTER INC	RESIDENTIAL TREATMENT SERVICES	\$14,220.16	Juvenile Probation	001-4530-593-6205
PS960012JW	SOUTHWEST KEY PROGRAM	SOUTHWEST KEY- INTENSIVE SUPERVISION	\$300,606.00	Juvenile Probation	001-4520-593-6099
PS970029JW	AUSTIN CHILD GUIDANCE CENTER	AUSTIN CHILD GUIDANCE-MULTI-FAMILY COUNSELING	\$69,046.25	Juvenile Probation	001-4530-593-6099
PS970103VR	BHATT, SATISH S	PSYCHIATRIC SERVICES	\$16,566.00	Juvenile Probation	001-4514-593-6315
PS970137LH	JONES, DAVID MD	DR. JONES-JUVENILE COURT MEDICAL SERVICES	\$22,650.00	Juvenile Probation	001-4512-593-4015
PS970184LH	MC FARLEY, KEVIN M	JC PSYCHOLOGIST - MCFARLEY	\$0.00	Juvenile Probation	001-4514-593-6315
PS970185VR	PSYCHOLOGICAL ARTS PC	PSYCHIATRIC/PSYCHOLOGICAL ASSESSMENT SERVICES	\$13,750.00	Juvenile Probation	001-4514-593-6315
PS970210LH	KING, JOHN D	JC PSYCHOLOGIST - KING	\$45,850.00	Juvenile Probation	001-4514-593-6315
PS980019JW	A WORLD FOR CHILDREN	RESIDENTIAL TREATMENT - WORLD FOR CHILDREN	\$0.00	Juvenile Probation	001-4530-593-6205
IL030294EF	BANDERA COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	NA	Medical Examiner	Revenue contract
IL030295EF	BASTROP COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	NA	Medical Examiner	Revenue contract
IL030296EF	BELL COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	NA	Medical Examiner	Revenue contract
IL030297EF	BLANCO COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	NA	Medical Examiner	Revenue contract
IL030298EF	BROWN COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	NA	Medical Examiner	Revenue contract
IL030299EF	BURLESON COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	NA	Medical Examiner	Revenue contract
IL030300EF	BURNET COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	NA	Medical Examiner	Revenue contract
IL030301EF	CALDWELL COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	NA	Medical Examiner	Revenue contract
IL030302EF	CALHOUN COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	NA	Medical Examiner	Revenue contract
IL030303EF	COLORADO COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	NA	Medical Examiner	Revenue contract
IL030304EF	COMAL COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	NA	Medical Examiner	Revenue contract
IL030305EF	DEWITT COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	NA	Medical Examiner	Revenue contract
IL030306EF	ECTOR COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	NA	Medical Examiner	Revenue contract
IL030307EF	EDWARDS COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	NA	Medical Examiner	Revenue contract
IL030308EF	FALLS COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	NA	Medical Examiner	Revenue contract
IL030309EF	FAYETTE COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	NA	Medical Examiner	Revenue contract
IL030325EF	GILLESPIE COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	NA	Medical Examiner	Revenue contract
IL030326EF	GONZALES COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	NA	Medical Examiner	Revenue contract
IL030327EF	GRIMES COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	NA	Medical Examiner	Revenue contract
IL030328EF	GUADALUPE COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	NA	Medical Examiner	Revenue contract
IL030329EF	HAYS COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	NA	Medical Examiner	Revenue contract
IL030330EF	JACKSON COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	NA	Medical Examiner	Revenue contract
IL030331EF	KERR COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	NA	Medical Examiner	Revenue contract
IL030332EF	KIMBLE COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	NA	Medical Examiner	Revenue contract
IL030333EF	LAMPASSAS COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	NA	Medical Examiner	Revenue contract
IL030334EF	LAVACA COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	NA	Medical Examiner	Revenue contract
IL030335EF	LEE COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	NA	Medical Examiner	Revenue contract
IL030336EF	LLANO COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	NA	Medical Examiner	Revenue contract
IL030337EF	MCCULLOCH COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	NA	Medical Examiner	Revenue contract
IL030338EF	MCLENNAN COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	NA	Medical Examiner	Revenue contract
IL030339EF	MILAM COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	NA	Medical Examiner	Revenue contract
IL030340EF	MILLS COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	NA	Medical Examiner	Revenue contract
IL030341EF	REFUGIO COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	NA	Medical Examiner	Revenue contract
IL030342EF	ROBERTSON COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	NA	Medical Examiner	Revenue contract
IL030343EF	SAN SABA COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	NA	Medical Examiner	Revenue contract



ATTACHMENT A									
IL030344EF	VICTORIA COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	NA	Medical Examiner	Revenue contract				
IL030345EF	WARD COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	NA	Medical Examiner	Revenue contract				
IL030346EF	WASHINGTON COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	NA	Medical Examiner	Revenue contract				
IL040041EF	WHARTON COUNTY	AUTOPSY SERVICES	NA	Medical Examiner	Revenue contract				
IL040233RE	WILLIAMSON COUNTY	WILLIAMSON CO AUTOPSY SERVICES REVENUE GENERATING	NA	Medical Examiner	Revenue contract				
IL040235RE	GOLIAD COUNTY	GOLIAD COUNTY AUTOPSY SERVICES REVENUE GENERATING	NA	Medical Examiner	Revenue contract				
IL040236RE	CONCHO COUNTY	CONCHO COUNTY AUTOPSY SERVICES REVENUE GENERATING	NA	Medical Examiner	Revenue contract				
IL040237RE	BRAZOS COUNTY	BRAZOS COUNTY AUTOPSY SERVICES REVENUE GENERATING	NA	Medical Examiner	Revenue contract				
IL040238RE	AUSTIN COUNTY	AUSTIN COUNTY AUTOPSY SERVICE REVENUE GENERATING	NA	Medical Examiner	Revenue contract				
IL960317KW	MENARD COUNTY, TEXAS	REVENUE K-OUT-OF-CO. AUTOPSY-MENARD CO.	NA	Medical Examiner	Revenue contract				
PS960169KW	PEACOCK, ELIZABETH ANN	OUT-OF-COUNTY AUTOPSIES - PEACOCK	\$0.00	Medical Examiner					
CM030193LC	FIRST DATA GOVERNMENT SOLUTIONS	INTERACTIVE VOICE RESPONSE-TCSO	\$0.00	Sheriff's Office					
IL040287ML	CITY OF AUSTIN POLICE DEPT	INTERLOCAL WITH APD AT ASH FOR CIT	0.00	Sheriff's Office	001-3725-563-6102				
LA070306ML	LAKESIDE WATER CONTROL DISTRICT	OFFICE SPACE AT BLACKHAWK AMENITY CENTER	0.00	Sheriff's Office	001-3705-641-6102				
LA980076KW	EMERALD POINT STORE	EMERALD POINT MARINA BOAT SLIP RENTAL	0.00	Sheriff's Office	001-3725-563-6102				
PS000331LB	A BETTER COURT REPORTING SERV	COURT REPORTING SVCS-CJC LITIGATION NTE \$50,000	0.00	Sheriff's Office	525-1140-522-4711				
PS010034LB	STAFF SEARCH LTD.	TEMPORARY PROFESSIONAL NURSING & NURSING STAFF	\$0.00	Sheriff's Office					
PS010034ML	CRDENTIA CORP. DBA STAFF SEAR	TEMPORARY PROFESSIONAL NURSING & NURSING STAFF	\$0.00	Sheriff's Office	001-3790-581-6033				
PS010034ML	CRDENTIA CORP. DBA STAFF SEAR	TEMPORARY PROFESSIONAL NURSING & NURSING STAFF	0.00	Sheriff's Office	001-3790-581-6033				
PS020099LB	CLINICAL STAFF SUPPORT, INC.	TEMPORARY PROFESSIONAL HEALTHCARE SERVICES	474,256.90	Sheriff's Office	001-3749-581-6035				
PS020196LB	DENTRUST DENTAL TEXAS PC	DENTAL SVCS. P/POPULATION IN DETENTION FACILITIES	108,241.25	Sheriff's Office	001-3749-581-4009				
PS040224ML	EURESTI, JESSE	CHAPLAIN SERVICES-FATHER JESSE EURESTI	0.00	Sheriff's Office	001-3790-581-6009				
PS040276ML	MACKAY, DANIEL MD	INMATE MEDICAL SERVICES	15,850.00	Sheriff's Office	001-2102-543-6008				
PS070028JT	AUSTIN TRAVIS COUNTY SEXUAL AS	SEXUAL ASSAULT NURSE EXAMINER SERVICES	\$500.00	Sheriff's Office	001-3725-563-6313				
PS070029JT	DALE MUMMA, CAROLYN	SEXUAL ASSAULT NURSE EXAMINER SERVICES	\$2,847.00	Sheriff's Office	001-3725-563-6313				
PS070030JT	KREMER, CHRISTIE, RN, MSN	SEXUAL ASSAULT NURSE EXAMINER SERVICES	\$1,100.50	Sheriff's Office	001-3725-563-6313				
PS070031JT	GIBBS, JULIE, RN, SANE	SEXUAL ASSAULT NURSE EXAMINER SERVICES	\$1,505.50	Sheriff's Office	001-3725-563-6313				
PS070033JT	SIFUENTES, LINDA	SEXUAL ASSAULT NURSE EXAMINER SERVICES	\$421.00	Sheriff's Office	001-3725-563-6313				
PS070137ML	GOODWILL INDUSTRIES	VOCATIONAL TRAINING FOR INMATES		Sheriff's Office	001-3790-581-4007				
PS070176JT	MARTIN RN SANE, ANNE	SEXUAL ASSAULT NURSE EXAMINER SERVICES	\$1,399.00	Sheriff's Office	001-3725-563-6313				
PS070177JT	HERRERA, RACHAEL	SEXUAL ASSAULT NURSE EXAMINER SERVICES	\$1,741.00	Sheriff's Office	001-3725-563-6313				
PS080187VR	HARRIS, SUSAN	SEXUAL ASSAULT NURSE EXAMINER SERVICES	\$0.00	Sheriff's Office	001-3725-563-6313				
PS960146LB	MEDICAL STAFFING NETWORK INC	TEMP NURSING SERVICES (MEDICAL STAFFING)	17,380.00	Sheriff's Office	001-3749-581-6033				
PS960146LB	MEDICAL STAFFING NETWORK INC	TEMP NURSING SERVICES (MEDICAL STAFFING)	\$17,380.00	Sheriff's Office					
PS960147KW	SIRAJUDDIN, MOHAMMED	ASSISTANT CHAPLAIN SVCS-SIRAJUDDIN-TCSO	\$0.00	Sheriff's Office					
PS960150KW	IVAN JAMESON	ASSISTANT CHAPLAIN SVCS-JAMESON-TCSO	0.00	Sheriff's Office	001-3749-581-6099				
PS960151KW	JASPER, WALTER R SR	ASSISTANT CHAPLAIN SVCS-JASPER-TCSO	0.00	Sheriff's Office	001-3749-581-6099				
PS960153KW	AUSTIN STRESS CLINIC	AUSTIN STRESS CLINIC-BATTERING INTER. COUNSLG-TCSO	18,000.00	Sheriff's Office	001-3749-581-4019				
PS960156KW	SCHMIDT, JEROME R, PHD	INMATE PSYCHOLOGICAL SVCS-SCHMIDT-TCSO	0.00	Sheriff's Office	001-3705-561-4016				
PS970041LB	PARKER, GEORGE V PH D	FORENSIC PSYCHOLOGIST - G. PARKER	0.00	Sheriff's Office	001-9496-546-6315				
PS980044LB	FAMILY ELDERCARE, INC	FAMILY ELDERCARE-INDIGENT GUARDIANSHIPS	0.00	Sheriff's Office	001-2500-547-6099				
PS990036KW	INTERIM HEALTH CARE	TEMP NURSING SVCS - INTERIM HEALTH CARE - TCSO	0.00	Sheriff's Office	001-3790-581-6033				
PS990064LB	EVINS PERSONNEL CONSULTANTS	TEMPORARY MEDICAL/NURSING SERVICES TCSO	119,006.10	Sheriff's Office	001-3749-581-6035				
PS990164KW	BRINSON, CYNTHIA MD	SPECIALIZED MEDICAL SVCS-DR. CYNTHIA BRINSON-TCSO	\$60,000.00	Sheriff's Office	001-3749-581-4015				
PS990213KW	SQUYRES, KATHY	ASSISTANT CHAPLAIN SVCS-KATHY SQUYRES-TCSO	0.00	Sheriff's Office	001-3790-581-6099				
IL030285LC	CITY OF AUSTIN	OPERATIONS AND MAINT OF CTECC (AUTO REN 49YR) TCES	\$1,798,342.54	TCES					
LA040063EF	TEXAS DEPARTMENT OF INSURANCE	USE OF JUVENILE FIRESETTER INTERVENTION DATABASE	NA	TCFMO	No Funds Involved				
PS070179JW	SPEED SHORE CORPORATION	PROFESSIONAL EQUIPMENT OPERATOR TRAINING SRVC	\$0.00	TNR	099-4901-621-6504				
PS980170JJ	CENTRAL TEXAS CLEAN AIR FORCE	COORDINATION OF REGIONAL EFFORTS - AIR QUALITY	\$0.00	TNR	TBD				



**TRAVIS COUNTY PURCHASING OFFICE**

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

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

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*Cyd V. Grimes 9/19/08*

Approved by: \_\_\_\_\_

**Voting Session: Tuesday, September 30, 2008**

**REQUESTED ACTION: APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 7) TO CONTRACT NO. 02T000380J, UNUM LIFE INSURANCE COMPANY, FOR BASIC LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D). (HRMD)**

***Points of Contact:***

**Purchasing:** Oralia Jones, 854-4204

**Department:** HRMD, Dan Mansour, 854-9499, Linda Moore-Smith, HRMD Director, 854-9165, Alicia Perez, Exec. Mgr., 854-9343

**County Attorney (when applicable):** Barbara Wilson, 854-9567

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro, Jose Palacios

**Other:**

09 SEP 22 PM 3:33  
COUNTY PURCHASING OFFICE

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

The contract provides Basic Life and Accidental, Death and Dismemberment (AD&D) to the Travis County employees. The basic term life insurance and AD&D is paid by the County. The amount of the basic term life insurance was increased from \$25,000 to \$50,000 and approved by the Commissioners Court on May 8, 2007. The Commissioners Court approved the contract on November 6, 2001.

The modification will extend the contract for Basic Life and AD&D with UNUM Life Insurance Company, through September 30, 2009. The contract extension is permitted pursuant by Paragraph 2.01, of the contract, entitled "Term of Agreement". The monthly rates for Basic Life and AD&D coverage for active employees will be at \$.106 per \$1,000 of coverage for Basic Term Life and \$.025 per \$1,000 of coverage for Basic AD&D. The Commissioners Court approved the rates on June 24, 2008.

Modification No. 6 was previously issued to extend the contract for an additional twelve (12) months, through September 30, 2008. It was approved by the Commissioners Court on September 25, 2007.

Modification No. 5 was previously issued to extend the contract for an additional twelve (12) months, through September 30, 2007. It was approved by the Commissioners Court on

September 12, 2006.

Modification No. 4 was previously issued to extend the contract for an additional twelve (12) months, through September 30, 2006. It was extended as a result of Request for Proposal (RFP) #P050091-OJ, for Basic Life and AD&D for the Travis County employees. The County Attorney recommended the current contract be modified in lieu of issuing a new contract, since the contractor remained the same. It was approved by the Commissioners Court on September 27, 2005.

Modification No. 3 was previously issued to exercise the third option period to extend the contract for twelve months, through September 30, 2005. It was approved by the Commissioners Court on September 28, 2004.

Modification No. 2 was previously issued to exercise the second option period to extend the contract for twelve months, through September 30, 2004. It was approved by the Commissioners Court on July 29, 2003.

Modification No. 1 was previously issued to exercise the first option period to extend the contract for twelve months, through September 30, 2003. It was approved by the Commissioner Court on September 17, 2002.

➤ **Contract Expenditures:** Within the last 12 months \$323,614.00 has been spent against this contract.

➤ **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s): 898-0000-205-2610 (Basic Life and Accidental Death & Dismemberment) and 898-0000-205-5800 (Disability)

Comments: Funds have been included in the FY '09 budget.

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_\_\_ Not Verified \_\_\_\_\_ by Auditor.



## *Human Resources Management Department*

1010 Lavaca

● P.O. Box 1748 ● Austin, Texas 78767 ● (512) 854-9165 / FAX(512) 854-4203

September 4, 2008

TO: Lolly Jones, Purchasing Agent Assistant III

FROM: Dan Mansour, Risk Manager, HRMD-Dy/D

SUBJECT: Contract No. 02T000380J  
Life, Accidental Death & Dismemberment, Long and Short Term Disability

Vendor services related to the above contracts have been performed to the County's satisfaction. Please initiate the extension of their contracts to the next option period.

The above contracts are paid from the following line items:

Life and Accidental Death and Dismemberment/ 898-0000-205-2610  
Disability/ 898-0000-205-5800

If you have any questions please call me at X49499.

Cc: Alicia Perez, Executive Manager, Administrative Operations  
Linda Moore Smith, Director, HRMD

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: ORALIA JONES TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: <b>September 5, 2008</b>
ISSUED TO: UNUM LIFE INSURANCE COMPANY OF AMERICA 2211 CONGRESS ST., M-382 PORTLAND, MAINE 04122	MODIFICATION NO.:  <b>7</b>	EXECUTED DATE OF ORIGINAL CONTRACT:  <b>November 6, 2001</b>
ORIGINAL CONTRACT TERM DATES: <u>October 1, 2001-September 30, 2002</u> CURRENT CONTRACT TERM DATES: <u>October 1, 2008 - September 30, 2009</u>		

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**  
Original Contract Amount: \$ N/A                      Current Modified Amount \$ N/A

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

This amendment number seven is made by the following parties: UNUM Life Insurance Company of America, a Maine corporation ("Company") and Travis County, Texas ("County").

**RECITALS:**  
County and Company entered into a contract to provide basic life and accidental death and dismemberment coverage to employees began October 1, 2004 and ends September 30, 2005 ("Initial Contract"). County issued RFP P050091-OJ in 2005 and Company submitted the best negotiated response. This response was the basis of the novation of the Initial Contract in Modification 4. The novation extends the Initial Contract for a one-year term and grants County the three novation options to extend the Initial Contract for three additional one-year periods. During these novation option periods, all terms and conditions remain unchanged except for the term of the Agreement and the rates for the second and third novation option periods that are determined by formula.

**AGREEMENT**

**1.0 EXERCISE OF OPTION**

1.01 Pursuant to 2.01 of the Initial Contract as amended in Modification 5, Travis County exercises its option to extend this contract for the third novation option period from October 1, 2008 through October 1, 2009.

**Note to Vendor:**  
[XX] 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.

UNUM LIFE INSURANCE COMPANY OF AMERICA	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER
BY: _____ SIGNATURE <b>Assistant Vice President</b> 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	

**DRAFT**

**2.0 RATES FOR BASIC LIFE AND AD&D COVERAGE FOR THIRD NOVATION OPTION PERIOD**

2.01 Pursuant to 2.01 and 9.04, the monthly rates applicable to basic life and AD&D coverage for active employees for the third novation option year for each type of coverage are as follows:

<b>TYPE AND LEVEL OF COVERAGE</b>	<b>RATE APPLICATION</b>	<b>Third Novation Option</b>
Basic Term Life	Per \$1,000 of Coverage	\$.106
Basic AD&D	Per \$1,000 of Coverage	\$.025

**3.0 INCORPORATION OF CONTRACT AND EFFECTIVE DATE**

3.01 Company and County hereby incorporate this amendment into the Initial Contract as amended in Modification 5. Company and County hereby ratify all of the terms and conditions of the Initial Contract as amended.

3.02 The changes to the Initial Contract and rates stated in this Modification 7 are effective on October 1, 2008.

**COPY**



**TRAVIS COUNTY PURCHASING OFFICE**

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

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

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Approved by: \_\_\_\_\_

*Cyd V. Grimes 9/22/08*

**Voting Session: Tuesday, September 30, 2008**

**REQUESTED ACTION: CONSIDER AND TAKE APPROPRIATE ACTION ON :**

1. LEASE RENEWAL IL040277ML BETWEEN CITY OF AUSTIN AND TRAVIS COUNTY AS CO-TENANTS AND TEXAS DEPARTMENT OF STATE HEALTH SERVICES AS LESSOR, FOR SPACE AT THE AUSTIN STATE HOSPITAL TO BE USED BY THE SHERIFF'S CRISIS INTERVENTION TEAM (CIT)
2. CONTRACT AGREEMENT FORM IL040278ML BETWEEN CITY OF AUSTIN AND TRAVIS COUNTY AS RECEIVING PARTIES AND AUSTIN STATE HOSPITAL AS PERFORMING PARTY FOR UTILITIES, MAINTENANCE AND RELATED SERVICES FOR CRISIS INTERVENTION TEAM (CIT) LEASE SPACE AT AUSTIN STATE HOSPITAL.
3. INTERLOCAL AGREEMENT IL040287ML BETWEEN CITY OF AUSTIN AND TRAVIS COUNTY FOR SHARING OF EXPENSES UNDER LEASE OF SPACE AT AUSTIN STATE HOSPITAL.

***Points of Contact:***

**Purchasing:** Michael Long

**Department:** SHERIFF'S OFFICE: Sheriff Greg Hamilton, Major Mark Sawa, Maria Wedhorn

**County Attorney (when applicable):** Jim Connolly

**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.

On April 20, 2004, the Commissioner Court approved an Interlocal Lease Agreement No. IL040277ML between the City of Austin, Travis County and the Texas Department of Mental Health and Mental Retardation for lease space at the Austin State Hospital (ASH) for the Sheriff's Office crisis intervention unit. The annual contract amount is \$6,000 and is shared by the City of Austin.

A service agreement No. IL040278ML (Exhibit D) serves to reimburse ASH for environmental services and utilities. The annual contract amount is \$22,373.00 and is shared by the City of Austin.

An interlocal agreement No. IL040287ML shares expenses with the City of Austin for the lease of space at ASH.

Renewal of the interlocal agreements will:

- 1) Extend agreement No.'s IL040277ML, IL040278ML and IL040287ML through August 31, 2015.
  - 2) Increase the annual environmental costs and utilities amount on agreement No. IL040278ML, to \$25,872.00, an increase of \$3,499.00.
- **Contract Expenditures:** Within the last 12 months \$6,000 has been spent against contract IL040277ML and \$18,640 spent against contract IL040278ML.

➤ **Contract-Related Information:**

Award Amount: \$6,000 (shared by the City of Austin) annually for contract IL040277ML  
\$20,371.80 (shared by the City of Austin) annually for contract IL040278ML

Contract Type: Interlocal Agreement

Contract Period: June 1, 2004 – September 30, 2008

➤ **Contract Modification Information:**

Modification Amount: \$3,400.00 for IL040278ML  
Modification Type: N/A  
Modification Period: October 1, 2008 – August 31, 2015

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A Responses Received: N/A  
HUB Information: N/A % HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

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



➤ **Funding Information:**

- Purchase Requisition in H.T.E.:
- Funding Account(s) 001 340 5561 6102
- Comments: to be encumbered when budget is approved for FY '09

➤ **Statutory Verification of Funding:**

- Contract Verification Form: Funds Verified \_\_\_\_\_ Not Verified \_\_\_\_\_ by Auditor.



**GREG HAMILTON**  
TRAVIS COUNTY SHERIFF

P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9770  
www.tcsheriff.org

SCOTT BURROUGHS  
Major - Law Enforcement

DARREN LONG  
Major - Corrections

MARK SAWA  
Major - Administration & Support

JAMES N. SYLVESTER  
Chief Deputy

**Date: 08/12/08**

**MEMORANDUM**

**TO:** Mike Long, Purchasing  
**FROM:** Maria Wedhorn, Financial Analyst  
**SUBJECT:** Ash Lease Renewal & Service Agreement (Exhibit D)

The Sheriff's Office is requesting that Purchasing renew Lease Agreement IL040277 and Service Agreement IL040278 effective October 1, 2008 through September 30, 2010 with an additional five year option to renew.

The Sheriff's Office understands that the Lease IL040277 will be renewed with the Texas Department of Mental Health while the Services agreement IL040278 will be renewed through Austin State Hospital. (ASH)

The Lease Agreement IL040277 will continue to \$500.00 a month to be shared with the Austin Police Department.

The Service Agreement IL040278 will renew at \$25,872.00 yearly to be shared with the Austin Police Department.

If you have any questions please feel free to give me a call at 854-4474.

Exhibit D

Contract Form No. 005

Contract Manager David Nattin/Richard Reneau

**CONTRACT AGREEMENT FORM**

THIS CONTRACT AGREEMENT is entered into by and between the parties shown below as Agreeing Parties, pursuant to the authority granted and in compliance with Title VII, Texas Health and Safety Code.

**I. AGREEING PARTIES:**

The Receiving Party: Travis County and the City of Austin (CIT)

The Performing Party: Austin State Hospital (ASH) / Environmental Services and Maintenance Departments

**II. STATEMENT OF SERVICES TO BE PERFORMED:**

**1. Austin State Hospital Environmental Services will provide the following services:**

- a. ASH will perform Environmental Services for CIT offices in the Austin State Hospital building 631 unless otherwise agreed to in writing. The Receiving Parties shall reimburse ASH for all Environmental Services in accordance with the terms of this Agreement.
- b. Environmental Services to be performed at the rate stated in Section III of this Agreement (as may be amended from time to time) in accordance with the schedule employed by the Austin State Hospital for similar services, including the following:
  - 1) Vacuum, sweep and mop.
  - 2) Trash removal from building.
  - 3) Clean and disinfect all restrooms.
  - 4) Clean and disinfect all break rooms.
  - 5) Clean all entrances.
  - 6) Dust horizontal and vertical surfaces such as windowsills and doors.
  - 7) Clean interior/exterior windows.
  - 8) Recycled paper collection.
  - 9) Clean ceiling vents.
  - 10) Clean light fixtures.
  - 11) Provide all cleaning chemicals and equipment needed for service as well as soaps, paper towels and toilet paper.
  - 12) This service does not include the cleaning of personal items and individual office workspace and/or equipment.

**2. Additional Environmental Services cost not specified in this agreement:**

- a. Furniture care, room set up, etc., will be provided only with prior approval, and with an approved reimbursement agreement. Complete carpet extracting (shampooing), including moving furniture (excluding electronic equipment, e.g. computers, printers, etc.), is available at an additional fee of \$0.10 a square foot, plus \$12.00 per man-hour (with a minimum of two man hours) to be performed after normal duty hours (e.g. cost to shampoo a 100 sq. ft. office = sq. ft. charge of \$10 plus 2 hours labor for a total of \$34.00).

IL040278ML

- b. ASH Environmental Services department will respond to emergency requests for environmental services on a limited basis. Environmental Services managerial staff will assess the feasibility of each request on a case by case basis within two (2) hours of notification. The Receiving Parties' contract manager will be notified of the Environmental Services manager's assessment. Emergency services will be provided at a cost of \$15 per man-hour plus expenses.
- These services may include carpet extraction, wet vacuuming, cleaning and disinfecting.

3. **Terms & Conditions (Specifications)**

- a. Hours of operation may vary from 6am to 3pm and 7am to 4pm Monday through Friday, excluding National and/or State Holidays when all agencies are closed, during which times such services will be limited to emergency requests for environmental and plant maintenance services.
- b. Services will be rendered by standard Environmental Services procedures.
- c. Service Delivery Specs: The buildings are clean, sanitary and safe.
- d. The service area for building 631 a total square footage of 3,460. Payments for service performed will be billed monthly, plus any additional charges agreed to by contract coordinators. Each party will designate a contract coordinator for this service and approve any deviation or additions to the services listed above.

Note: All above services will be performed during normal duty hours, except where specified.

- e. Purchases of new equipment by the Receiving Parties that is to replace existing ASH equipment shall be processed through ASH and remain the property of the State of Texas. Repairs of existing ASH equipment shall be performed by ASH plant maintenance staff or a vendor approved by ASH Plant Manager.

4. **Service/Performance Objectives (For use in monitoring)**

- a. To provide a clean, sanitary and safe environment for staff and visitors.

5. **Austin State Hospital Plant Maintenance will provide the following services:**

- a. Provide Maintenance Mechanics to perform routine and emergency maintenance for Building 631, Monday through Friday, 7am to 4pm. Routine and emergency maintenance is defined as those actions necessary to maintain the equipment/systems associated with the building and requiring repair/replacement due to normal use and/or equipment/system failures and building life safety features – fire alarm system, fire sprinklers, fire extinguishers.
- b. The Receiving Parties will pay replacement costs of components and/or systems damaged due to occupant misuse, negligence, etc. Examples of misuse and/or negligence would be damaged windows, doors, light fixtures, plumbing fixtures, etc.
- c. Technical and administrative support will be coordinated through the Plant Maintenance Director.
- d. Provide Help Desk personnel to receive requests for work, and dispatch appropriate personnel in response to Building 631. All 631 requests for work to be routed through the ASH Help Desk at 419-2367 or through the use of the web based Work Requester system.
- e. Provide one 3-yard dumpster for trash disposal with scheduled pickup on Monday, Wednesday and Fridays. Additional dumpsters/services may be provided to be paid for by the Receiving Parties.
- f. Coordinate utility shut downs with 631 Administration to ensure minimal disruption of daily activities.

- g. Provide limited incidental routine feral animal and pest control when requested, on a time and material basis.
- h. Provide 631 utility services consisting of water, electricity, and wastewater service at a cost of \$500 per month, to be billed by ASH monthly.

**6. CIT will do the following:**

- a. Fund ASH:
  - Account number F3AK39 (environmental services) a total of \$17,472, monthly \$1,456.
  - Account number F3AK27 (copy machine rental) a total of \$2,400, monthly \$200.
  - Account number F3AK38 (utilities) a total of \$6,000, monthly \$500.00.
  - Plus Maintenance/ES added services activities based on a time and materials basis.

**III. BASIS FOR CALCULATING REIMBURSABLE COSTS:**

Per paragraph 6a above.

**IV. AGREEMENT AMOUNT:**

The total annual amount of this contract shall not exceed: Twenty five thousand, eight hundred seventy-two dollars (\$25,872), (i.e. \$2,156 monthly throughout the term), not including additional costs associated with environmental services, maintenance activities and additional copier costs that will be billed to Receiving Parties in accordance with applicable sections of this Agreement.

**V. PAYMENT FOR SERVICES:**

Payments for service performed by ASH shall be billed to Receiving Parties on a monthly basis at the following address:

Bill Campbell, Finance Director  
Mike Long, Purchasing Agent Assistant  
Travis County Sheriff's Office  
P.O. Box 1748  
Austin, Texas 78767

Receiving Parties will process all bills in a timely fashion and pay ASH within 30 days of billing date.

Payments for services shall be in the form of a check mailed to:

**Austin State Hospital  
c/o Cashiers Office  
4110 Guadalupe St.  
Austin, Tx. 78751**

Payments received by the Performing Party shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made, see paragraph 6a above.

**VI. TERM OF AGREEMENT:**

This Agreement is to begin October 1, 2008 and shall terminate August 31, 2010, with the contract being subject to renewal for 5 additional one year periods at the option of APD/TCSD with approval from Austin State Hospital.

Review of Rates:

IL040278ML

VII. Rates for this agreement will be reviewed prior to renewal of the agreement and adjusted as mutually agreed upon by both signatories.

VIII. OTHER TERMS:

Record Retention: All records pertaining to this Contract Agreement will be the responsibility of the performing party, until audited, and must be retained as stated in Operating Instruction 417-11. Records Management Program. Once audited, these records may be transferred to the receiving party for long term storage.

Conflict Resolution:

In the event a dispute arises between the parties involving the provision or interpretation of any term or condition of this Contract agreement, negotiations will take place between Austin State Hospital and the Receiving Parties within 5 working days after notice of such a dispute is given by one of the parties to this agreement.

Copy Machine

A copy machine will be provided for use by Receiving Parties at an annual cost of \$2,400.00. Receiving Parties must supply copy paper and staples. Receiving Parties will contact the vendor for service to the copier.

Termination:

1. Immediate Termination: Either party may terminate this agreement immediately if:
  - a. Payment for designated services is not received by ASH within 30 days of the due date; or
  - b. Funds are not appropriated or available to support the Allowed Use or the designated services.
2. Termination With Cause: Either party may terminate this Agreement after sixty (60) days written notice if the other party is in default of any of the provisions herein (other than failure of payment for designated services, which shall be cause for immediate termination per section 1.a. above).
3. Termination Without Cause or By Mutual Agreement: Either party, without cause, may terminate this Agreement by providing the other party with at least ninety (90) days written notice.

**THE UNDERSIGNED PARTIES** do hereby certify that. (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected parties, and (2) the proposed arrangements serve the interest of efficient and economical administration.

**RECEIVING PARTY**

**PERFORMING PARTY**

Travis County  
Name of Party

Austin State Hospital  
Name of Party

By: \_\_\_\_\_  
Samuel T. Biscoe, County Judge

By: \_\_\_\_\_  
Carl Schock, Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

City of Austin  
Name of Party

By: \_\_\_\_\_

Date: \_\_\_\_\_

### Lease Renewal Agreement

**Whereas**, the City of Austin and Travis County, together jointly referred to as “the Tenants”, and the Texas Department of Mental Health and Mental Retardation, Lessor, (“the Parties”) entered into a Lease Agreement, effective June 1, 2004, (the “Lease Agreement”) for the Premises described therein; and

**Whereas**, the provisions of House Bill 2292, 78<sup>th</sup> Texas Legislature, Regular Session, 2003, transferred the responsibilities of the Texas Department of Mental Health and Mental Retardation as those related to mental health services to the Texas Department of State Health Services, the successor Lessor under the Lease Agreement; and

**Whereas**, the present Parties desire to extend the term of the Lease Agreement from its present termination date of September 30, 2008, through August 31, 2015; and

**Whereas**, the Parties desire to replace Exhibit D to the Lease Agreement with the attached executed Exhibit D “Contract Agreement Form”;

**Now, therefore, it is agreed that:**

1. The terms and conditions of the Lease Agreement are hereby renewed for an additional six (6) years and eleven (11) month lease term from September 30, 2008, through August 31, 2015. Either party, without cause, may terminate this Agreement by providing the other party with at least ninety (90) days written notice. The Parties additionally agree to the terms and conditions of the amended Exhibit D “Contract Agreement Form” to the Lease Agreement, a copy of which is attached hereto and made a part hereof for all purposes. The executed Exhibit D “Contract Agreement Form” hereby supersedes and replaces original Exhibit D.
2. The Lease Agreement is amended as set forth herein. In all other respects, the Lease Agreement is hereby ratified, approved and confirmed.

**Co-Tenant**  
**Travis County**

**Co-Tenant**  
**City of Austin**

**Lessor**  
**Texas Department of State  
Health Services**

\_\_\_\_\_  
Sam Biscoe  
County Judge

\_\_\_\_\_  
Lauraine Rizer  
Manager, Real Estate Services  
Division

\_\_\_\_\_  
David Lakey, M.D.  
Commissioner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

INTERLOCAL AGREEMENT  
BETWEEN CITY OF AUSTIN AND TRAVIS COUNTY  
FOR SHARING OF EXPENSES UNDER LEASE OF SPACE  
AT AUSTIN STATE HOSPITAL

This Agreement is entered into by the City of Austin (City) and Travis County (County) pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791.

WHEREAS, both City and County desire that the Crisis Intervention Teams of the Austin Police Department and Travis County Sheriff's Office be located together at the Austin State Hospital, located at 4110 Guadalupe Street, Austin, Texas; and

WHEREAS, City and County are authorized to enter into this agreement by Texas Government Code, Chapter 791;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements contained herein, City and County agree as follows:

I.

City and County enter into this Agreement to authorize the Crisis Intervention Teams of the Austin Police Department (APD) and Travis County Sheriff's Office Crisis Intervention Team, to be located together in Building 631 of the Austin State Hospital, 4110 Guadalupe Street, Austin, Texas. City and County will lease the space that is the subject of this agreement from the Texas Department of State Health Services (TDSHS).

II.

City and County agree that they will each be responsible for one-half of the costs set out in the terms of the lease agreement between them and TDSHS and the Contract Agreement Form attached to the lease as Exhibit D. County will make payment to TDSHS and to ASH as required under the lease and under the Contract Agreement Form. City agrees to reimburse County for one-half of the lease payments and for one-half of the payments under the Contract Agreement Form. If any additional costs are assessed against both parties under the lease or the attached Contract Agreement Form, City and County agree that each will be responsible for one half of any such assessment. Additional costs incurred by City or County will be the responsibility of the Party that incurred the cost. City will pay County within thirty (30) days after receipt of the invoice.

III.

The initial term of this agreement shall begin on October 1, 2008 and shall continue through August 31, 2010, unless sooner terminated by either Party as provided herein. This agreement shall thereafter automatically renew each September 1 for five (5) additional one-year terms, subject to each party's right to terminate as provided herein. Either Party may terminate this agreement by giving the other Party written notice of its intent to terminate at least sixty (60) days prior to the effective date of the termination.



V.

No Party to this Agreement will be responsible for the acts of an employee of another Party except as may be decreed against that Party by a judgment of a court of competent jurisdiction. It is expressly understood and agreed that by executing this Agreement no Party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it under the law. Each Party to this Agreement waives all claims against every other Party to this Agreement for compensation for any loss, damage, personal injury, or death, occurring as a consequence of the performance of this Agreement, except for acts in violation of law.

VI.

If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision and the Agreement will be construed without the invalid, illegal or unenforceable provision.

VII.

City will make payments under this agreement from current revenues.

VIII.

Any notice given hereunder by one party to the other party shall be in writing and may be effected by personal delivery, by registered or certified mail, return receipt requested, when mailed to the proper party, in care of the official signing this Agreement or by fax transmission as agreed to by the Parties and as evidenced by a confirming return fax transmission.

If to City of Austin:

Art Acevedo, Chief of Police  
Austin Police Department  
715 E. 8<sup>th</sup> Street  
Austin, TX 78701  
Fax: 974-6611

Copy to:

David Allan Smith, City Attorney  
P.O. Box 1088  
Austin, TX 78767-8828  
Fax: 974-2894

If to Travis County:

Samuel T. Biscoe, County Judge  
Travis County  
P.O. Box 1748  
Austin, TX 78767  
Fax: 854-9535

Copy to:

David Escamilla  
Travis County Attorney  
P. O. Box 1748  
Austin, Texas 78767  
Fax: 854-4808

IX.

This is the complete and entire Agreement between the Parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations, and understandings, if any. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No official, representative, agent or employee of Travis County, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas.

X.

The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to carry out the purposes of this Agreement.

XI.

This Agreement shall be construed under the laws of the State of Texas. Any suits relating to this Agreement will be filed in a district court of Travis County, Texas.

XII.

Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

XIII.

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

Approved on the date or dates indicated.

CITY OF AUSTIN

---

Marc A. Ott  
City Manager

---

Date

TRAVIS COUNTY

---

Samuel T. Biscoe  
County Judge

---

Date



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

29

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

*Cyd V. Grimes 9/22/08*

Approved by: \_\_\_\_\_

**Voting Session: Tuesday, September 30, 2008**

**REQUESTED ACTION: APPROVE CONTRACT AWARD FOR TELECOMMUNICATIONS CABLING INSTALLATION SERVICES, IFB NO. B080295-SW, TO THE LOW RESPONSIVE BIDDER, TITUS SYSTEMS LP d/b/a COCOM CABLING SYSTEMS. (ITS)**

***Points of Contact:***

**Purchasing:** Scott Wilson, 854-9451

**Department:** ITS, Todd Floyd, 854-4283, Walter LaGrone, 854-4890, Joe Harlow, Director; Alicia Perez, Executive Manger

**County Attorney (when applicable):** John Hille

**County Planning and Budget Office:** Randy Lott

**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 provide cabling installation services and is utilized for routine additions, moves, and changes, as well as cabling infrastructure projects.

On August 12, 2008, IFB# B080295-SW was issued through RFP Depot for Cabling Installation Services. A total of three (3) bids were received on September 2, 2008. The Purchasing Office concurs with the recommendation from ITS to award a contract to the low responsive bidder, Titus Systems LP d/b/a CoCom Cabling Systems. The apparent low bidder is non-responsive. They bid using a Schedule of Items from a previous bid, which was rejected.

- **Contract Expenditures:** Within the last 12 months \$453,152 has been encumbered and \$140,658 has been spent against this requirement.

➤ **Contract-Related Information:**

Award Amount: Estimated requirements, as needed basis  
Contract Type: Annual  
Contract Period: September 30, 2008 through September 29, 2009

➤ **Solicitation-Related Information:**

Solicitations Sent: 33 Responses Received: 3  
HUB Information: N/A % HUB Subcontractor: N/A

➤ **Funding Information:**

- Purchase Requisition in H.T.E.:
- Funding Account(s) 001-1230-523.60-99, 001-9001-821.60-99, 001-9002-821.60-99, 001-9003-821.60-99, 001-9004-821.60-99, 001-9005-821.60-99, 001-9006-822.60-99, 001-9007-822.60-99, 001-9008-825.60-99, 001-9009-823.60-99, 001-9010-823.60-99, 001-9011-824.60-99, 001-9012-824.60-99, 001-9014-826.60-99, 001-9015-827.60-99, 001-9016-829.60-99, 001-9020-829.60-99, 001-9021-828.60-99, 001-9023-829.60-99, 001-9024-829.60-99, 001-9025-829.60-99, 050-9006-822.60-99, 050-9007-822.60-99, 001-9001-821.60-99
- Comments: Requisitions will be entered into HTE as needed

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_\_\_ Not Verified \_\_\_\_\_ by Auditor.

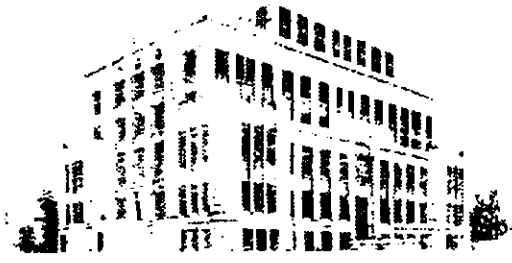
**APPROVED ( )      DISAPPROVED ( )**

**BY COMMISSIONERS COURT ON:**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**COUNTY JUDGE**

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



Travis County Courthouse, Austin, Texas

**TRAVIS COUNTY INFORMATION & TELECOMMUNICATION SYSTEMS**

**Joe Harlow Jr., Chief Information Officer**

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

RECEIVED  
TRAVIS COUNTY  
SEP 17 10:29

PURCHASING  
OFFICE

**DATE:** September 17, 2008  
**TO:** Cyd V. Grimes, C.P.M-Travis County Purchasing Agent  
**FROM:** Joe Harlow, Chief Information Officer *Joe Harlow*  
**SUBJ:** Recommendation IFB B080295-SW, Cabling Installation Services

**ITS Recommendation:**

*Award IFB B080295-SW, Cabling Installation Services to Titus System LP (dba CoCom Cabling System).*

**Summary and Staff Analysis:**

All respondents provided bids for equivalent equipment and technical support. CoCom submitted the lowest bid of all qualified respondents and meets all ITS requirements. CoCom, is the current cabling vendor. They are familiar with Travis County and are also the cabling vendor for GAATN. ITS recommends the award of the IFB to CoCom.

**Budgetary and Fiscal Impact:**

The funding is provided under the Line Items listed below:

- |                    |                    |
|--------------------|--------------------|
| 001-1230-523.60-99 | 001-9001-821.60-99 |
| 001-9002-821.60-99 | 001-9003-821.60-99 |
| 001-9004-821.60-99 | 001-9005-821.60-99 |
| 001-9006-822.60-99 | 001-9007-822.60-99 |
| 001-9008-825.60-99 | 001-9009-823.60-99 |
| 001-9010-823.60-99 | 001-9011-824.60-99 |
| 001-9012-824.60-99 | 001-9014-826.60-99 |
| 001-9015-827.60-99 | 001-9016-829.60-99 |
| 001-9020-829.60-99 | 001-9021-828.60-99 |
| 001-9023-829.60-99 | 001-9024-829.60-99 |
| 001-9025-829.60-99 | 050-9006-822.60-99 |
| 050-9007-822.60-99 | 001-9001-821.60-99 |

**Issues and Opportunities:**

Travis County ITS provides cabling services to county departments for office moves and space renovations. Cabling services include voice, data and cable TV signals running on coaxial, copper and fiber optic cabling.

**Background:**

On an annual basis, Travis County issues and awards a contract for cabling installation services to meet the cabling needs of the County for the coming year. This contract is utilized for routine adds/moves/changes as well as cabling infrastructure projects.

**Required Authorizations:**

Legal:	John Hille, County Attorney Department
Purchasing:	Bonnie Floyd, Scott Wilson Purchasing Department
Budget:	Randy Lott, Planning and Budget

cc: Lynn Harper, Admin Ops; Walter LaGrone, ITS; Nick Macik, ITS

<b>Telecommunications Cabling Services</b> <b>Bid No. B080295-SW</b>
---

Group One		\$ 12,148.62	\$ 9,635.00	\$ 19,008.00
Group Two		\$ 6,096.32	\$ 5,280.00	\$ 7,305.00
Group Three		\$ 7,075.75	\$ 5,895.00	\$ 9,860.00
Group Four		\$ 18,593.17	\$ 15,568.00	\$ 25,801.00
<b>Grand Total</b>		<b>\$ 43,913.86</b>	<b>\$ 36,378.00</b>	<b>\$ 61,974.00</b>



TRAVIS COUNTY  
Account Balance Inquiry

9/19/08  
08:24:21

Fiscal Year . . . . .	:	2008
Account number . . . . .	:	1-1230-523.60-99
Fund . . . . .	:	001 GENERAL FUND
Department . . . . .	:	12 INFORMATION & TELECOMMUNI
Division . . . . .	:	30 OPERATIONS
Basic activity . . . . .	:	52 GENERAL GOVERNMENT
Sub activity . . . . .	:	3 INFORMATION SYSTEMS MGMT
Element . . . . .	:	60 OTHER PURCHASED SERVICES
Object . . . . .	:	99 OTHER PURCHASED SERVICES
Budget . . . . .	:	527,682
Encumbered amount . . . . .	:	190,004.11
Pre-encumbered amount . . . . .	:	159,952.00
Expenditures . . . . .	:	139,979.51
Total expenditures . . . . .	:	489,935.62
Balance . . . . .	:	37,746.38

Press Enter to continue.

F3=Exit F12=Cancel

**TRAVIS COUNTY**  
**Account Balance Inquiry**

Fiscal Year . . . . .	:	2008
Account number . . . . .	:	1-9001-821.60-99
Fund . . . . .	:	001 GENERAL FUND
Department . . . . .	:	90 CENTRALIZED COMPUTER SVCS
Division . . . . .	:	01 GENERAL ADMIN
Basic activity . . . . .	:	82 CAPITAL AQUISITION FUNDS
Sub activity . . . . .	:	1 GENERAL GOVERNMENT
Element . . . . .	:	60 OTHER PURCHASED SERVICES
Object . . . . .	:	99 OTHER
Budget . . . . .	:	273,929
Encumbered amount . . . . .	:	12,069.75
Pre-encumbered amount . . . . .	:	230,000.00
Expenditures . . . . .	:	18,643.40
Total expenditures . . . . .	:	260,713.15
Balance . . . . .	:	13,215.85

**Press Enter to continue.**

**F3=Exit    F12=Cancel**

TRAVIS COUNTY  
Account Balance Inquiry

9/19/08  
08:25:47

Fiscal Year . . . . . :	2008
Account number . . . . . :	1-9002-821.60-99
Fund . . . . . :	001 GENERAL FUND
Department . . . . . :	90 CENTRALIZED COMPUTER SVCS
Division . . . . . :	02 FINANCIAL ADMIN
Basic activity . . . . . :	82 CAPITAL AQUISITION FUNDS
Sub activity . . . . . :	1 GENERAL GOVERNMENT
Element . . . . . :	60 OTHER PURCHASED SERVICES
Object . . . . . :	99 OTHER
Budget . . . . . :	1,790
Encumbered amount . . . . . :	.00
Pre-encumbered amount . . . . . :	.00
Expenditures . . . . . :	1,574.80
Total expenditures . . . . . :	1,574.80
Balance . . . . . :	215.20

Press Enter to continue.

F3=Exit F12=Cancel

**TRAVIS COUNTY**  
**Account Balance Inquiry**

Fiscal Year . . . . .	:	2008	
Account number . . . . .	:	1-9003-821.60-99	
Fund . . . . .	:	001	GENERAL FUND
Department . . . . .	:	90	CENTRALIZED COMPUTER SVCS
Division . . . . .	:	03	TAX ADMINISTRATION
Basic activity . . . . .	:	82	CAPITAL AQUISITION FUNDS
Sub activity . . . . .	:	1	GENERAL GOVERNMENT
Element . . . . .	:	60	OTHER PURCHASED SERVICES
Object . . . . .	:	99	OTHER
Budget . . . . .	:	1,795	
Encumbered amount . . . . .	:	.00	
Pre-encumbered amount . . . . .	:	.00	
Expenditures . . . . .	:	137.10	
Total expenditures . . . . .	:	137.10	
Balance . . . . .	:	1,657.90	

**Press Enter to continue.**

**F3=Exit    F12=Cancel**

TRAVIS COUNTY  
Account Balance Inquiry

9/19/08  
08:31:14

Fiscal Year . . . . .	:	2008
Account number . . . . .	:	1-9004-821.60-99
Fund . . . . .	:	001 GENERAL FUND
Department . . . . .	:	90 CENTRALIZED COMPUTER SVCS
Division . . . . .	:	04 FACILITIES MGMT
Basic activity . . . . .	:	82 CAPITAL AQUISITION FUNDS
Sub activity . . . . .	:	1 GENERAL GOVERNMENT
Element . . . . .	:	60 OTHER PURCHASED SERVICES
Object . . . . .	:	99 OTHER
Budget . . . . .	:	1,620
Encumbered amount . . . . .	:	.00
Pre-encumbered amount . . . . .	:	.00
Expenditures . . . . .	:	205.65
Total expenditures . . . . .	:	205.65
Balance . . . . .	:	1,414.35

Press Enter to continue.

F3=Exit F12=Cancel

**TRAVIS COUNTY**  
**Account Balance Inquiry**

Fiscal Year . . . . .	:	2008
Account number . . . . .	:	1-9005-821.60-99
Fund . . . . .	:	001 GENERAL FUND
Department . . . . .	:	90 CENTRALIZED COMPUTER SVCS
Division . . . . .	:	05 ELECTION ADMIN
Basic activity . . . . .	:	82 CAPITAL AQUISITION FUNDS
Sub activity . . . . .	:	1 GENERAL GOVERNMENT
Element . . . . .	:	60 OTHER PURCHASED SERVICES
Object . . . . .	:	99 OTHER
Budget . . . . .	:	4,780
Encumbered amount . . . . .	:	.00
Pre-encumbered amount . . . . .	:	.00
Expenditures . . . . .	:	2,170.75
Total expenditures . . . . .	:	2,170.75
Balance . . . . .	:	2,609.25

**Press Enter to continue.**

**F3=Exit    F12=Cancel**

TRAVIS COUNTY  
Account Balance Inquiry

9/19/08  
08:33:49

Fiscal Year . . . . . :	2008
Account number . . . . . :	1-9006-822.60-99
Fund . . . . . :	001 GENERAL FUND
Department . . . . . :	90 CENTRALIZED COMPUTER SVCS
Division . . . . . :	06 CRIMINAL JUSTICE
Basic activity . . . . . :	82 CAPITAL AQUISITION FUNDS
Sub activity . . . . . :	2 JUSTICE SYSTEM
Element . . . . . :	60 OTHER PURCHASED SERVICES
Object . . . . . :	99 OTHER PURCHASED SERVICES
Budget . . . . . :	21,285
Encumbered amount . . . . . :	110.00
Pre-encumbered amount . . . . . :	.00
Expenditures . . . . . :	15,646.45
Total expenditures . . . . . :	15,756.45
Balance . . . . . :	5,528.55

Press Enter to continue.

F3=Exit F12=Cancel

**TRAVIS COUNTY**  
**Account Balance Inquiry**

Fiscal Year . . . . .	:	2008
Account number . . . . .	:	1-9007-822.60-99
Fund . . . . .	:	001 GENERAL FUND
Department . . . . .	:	90 CENTRALIZED COMPUTER SVCS
Division . . . . .	:	07 CIVIL JUSTICE
Basic activity . . . . .	:	82 CAPITAL AQUISITION FUNDS
Sub activity . . . . .	:	2 JUSTICE SYSTEM
Element . . . . .	:	60 OTHER PURCHASED SERVICES
Object . . . . .	:	99 OTHER PURCHASED SERVICES
Budget . . . . .	:	19,510
Encumbered amount . . . . .	:	822.05
Pre-encumbered amount . . . . .	:	.00
Expenditures . . . . .	:	13,926.94
Total expenditures . . . . .	:	14,748.99
Balance . . . . .	:	4,761.01

**Press Enter to continue.**

**F3=Exit    F12=Cancel**



TRAVIS COUNTY  
Account Balance Inquiry

9/19/08  
08:34:44

Fiscal Year . . . . . :	2008
Account number . . . . . :	1-9008-825.60-99
Fund . . . . . :	001 GENERAL FUND
Department . . . . . :	90 CENTRALIZED COMPUTER SVCS
Division . . . . . :	08 JUVENILE SERVICES
Basic activity . . . . . :	82 CAPITAL AQUISITION FUNDS
Sub activity . . . . . :	5 JUSTICE SYS (JUV SVCS)
Element . . . . . :	60 OTHER PURCHASED SERVICES
Object . . . . . :	99 OTHER
Budget . . . . . :	25,000
Encumbered amount . . . . . :	330.00
Pre-encumbered amount . . . . . :	.00
Expenditures . . . . . :	21,634.05
Total expenditures . . . . . :	21,964.05
Balance . . . . . :	3,035.95

Press Enter to continue.

F3=Exit F12=Cancel

**TRAVIS COUNTY**  
**Account Balance Inquiry**

Fiscal Year . . . . .	:	2008
Account number . . . . .	:	1-9009-823.60-99
Fund . . . . .	:	001 GENERAL FUND
Department . . . . .	:	90 CENTRALIZED COMPUTER SVCS
Division . . . . .	:	09 LAW ENFORCEMENT
Basic activity . . . . .	:	82 CAPITAL AQUISITION FUNDS
Sub activity . . . . .	:	3 PUBLIC SAFETY (LAW ENF)
Element . . . . .	:	60 OTHER PURCHASED SERVICES
Object . . . . .	:	99 OTHER PURCHASED SERVICES
Budget . . . . .	:	43,607
Encumbered amount . . . . .	:	110.00
Pre-encumbered amount . . . . .	:	.00
Expenditures . . . . .	:	43,496.50
Total expenditures . . . . .	:	43,606.50
Balance . . . . .	:	.50

Press Enter to continue.

F3=Exit    F12=Cancel

TRAVIS COUNTY  
Account Balance Inquiry

9/19/08  
08:37:01

Fiscal Year . . . . .	:	2008
Account number . . . . .	:	1-9010-823.60-99
Fund . . . . .	:	001 GENERAL FUND
Department . . . . .	:	90 CENTRALIZED COMPUTER SVCS
Division . . . . .	:	10 EMERG MGMT SVCS
Basic activity . . . . .	:	82 CAPITAL AQUISITION FUNDS
Sub activity . . . . .	:	3 PUBLIC SAFETY (LAW ENF)
Element . . . . .	:	60 OTHER PURCHASED SERVICES
Object . . . . .	:	99 OTHER PURCHASED SERVICES

Budget . . . . .	:	225
Encumbered amount . . . . .	:	770.00
Pre-encumbered amount . . . . .	:	.00
Expenditures . . . . .	:	655.75-
Total expenditures . . . . .	:	114.25
Balance . . . . .	:	110.75

Press Enter to continue.

F3=Exit    F12=Cancel

**TRAVIS COUNTY**  
**Account Balance Inquiry**

Fiscal Year . . . . . :	2008
Account number . . . . . :	1-9011-824.60-99
Fund . . . . . :	001 GENERAL FUND
Department . . . . . :	90 CENTRALIZED COMPUTER SVCS
Division . . . . . :	11 HOUSING & BOOKING
Basic activity . . . . . :	82 CAPITAL AQUISITION FUNDS
Sub activity . . . . . :	4 CORRECTIONS & REHAB
Element . . . . . :	60 OTHER PURCHASED SERVICES
Object . . . . . :	99 OTHER PURCHASED SERVICES
Budget . . . . . :	29,130
Encumbered amount . . . . . :	2,689.67
Pre-encumbered amount . . . . . :	690.00
Expenditures . . . . . :	25,725.05
Total expenditures . . . . . :	29,104.72
Balance . . . . . :	25.28

**Press Enter to continue.**

**F3=Exit    F12=Cancel**

TRAVIS COUNTY  
Account Balance Inquiry

9/19/08  
08:51:12

Fiscal Year . . . . . :	2008
Account number . . . . . :	1-9012-824.60-99
Fund . . . . . :	001 GENERAL FUND
Department . . . . . :	90 CENTRALIZED COMPUTER SVCS
Division . . . . . :	12 SUPERVISION
Basic activity . . . . . :	82 CAPITAL AQUISITION FUNDS
Sub activity . . . . . :	4 CORRECTIONS & REHAB
Element . . . . . :	60 OTHER PURCHASED SERVICES
Object . . . . . :	99 OTHER PURCHASED SERVICES
Budget . . . . . :	50,551
Encumbered amount . . . . . :	9,700.10
Pre-encumbered amount . . . . . :	.00
Expenditures . . . . . :	10,650.65
Total expenditures . . . . . :	20,350.75
Balance . . . . . :	30,200.25

Press Enter to continue.

F3=Exit F12=Cancel

**TRAVIS COUNTY**  
**Account Balance Inquiry**

Fiscal Year . . . . . :	2008
Account number . . . . . :	1-9014-826.60-99
Fund . . . . . :	001 GENERAL FUND
Department . . . . . :	90 CENTRALIZED COMPUTER SVCS
Division . . . . . :	14 PUBLIC HEALTH
Basic activity . . . . . :	82 CAPITAL AQUISITION FUNDS
Sub activity . . . . . :	6 HLTH & HUM SVC (PUB HLTH)
Element . . . . . :	60 OTHER PURCHASED SERVICES
Object . . . . . :	99 OTHER

Budget . . . . . :	0
Encumbered amount . . . . . :	.00
Pre-encumbered amount . . . . . :	.00
Expenditures . . . . . :	.00
Total expenditures . . . . . :	.00
Balance . . . . . :	.00

**Press Enter to continue.**

**F3=Exit    F12=Cancel**

TRAVIS COUNTY  
Account Balance Inquiry

9/19/08  
08:52:27

Fiscal Year . . . . .	:	2008
Account number . . . . .	:	1-9015-827.60-99
Fund . . . . .	:	001 GENERAL FUND
Department . . . . .	:	90 CENTRALIZED COMPUTER SVCS
Division . . . . .	:	15 HUMAN SERVICES
Basic activity . . . . .	:	82 CAPITAL AQUISITION FUNDS
Sub activity . . . . .	:	7 HLTH & HUM SVC (HUM SVC)
Element . . . . .	:	60 OTHER PURCHASED SERVICES
Object . . . . .	:	99 OTHER
Budget . . . . .	:	7,695
Encumbered amount . . . . .	:	.00
Pre-encumbered amount . . . . .	:	.00
Expenditures . . . . .	:	6,114.55
Total expenditures . . . . .	:	6,114.55
Balance . . . . .	:	1,580.45

Press Enter to continue.

F3=Exit F12=Cancel

PI655I01

**TRAVIS COUNTY**  
**Account Balance Inquiry**

9/19/08  
08:52:50

Fiscal Year . . . . . :	2008
Account number . . . . . :	1-9016-829.60-99
Fund . . . . . :	001 GENERAL FUND
Department . . . . . :	90 CENTRALIZED COMPUTER SVCS
Division . . . . . :	16 ECONOMIC DEVELOPMENT
Basic activity . . . . . :	82 CAPITAL AQUISITION FUNDS
Sub activity . . . . . :	9 COM & ECON DEV (PK & REC)
Element . . . . . :	60 OTHER PURCHASED SERVICES
Object . . . . . :	99 OTHER

Budget . . . . . :	0
Encumbered amount . . . . . :	.00
Pre-encumbered amount . . . . . :	.00
Expenditures . . . . . :	.00
Total expenditures . . . . . :	.00
Balance . . . . . :	.00

**Press Enter to continue.**

**F3=Exit    F12=Cancel**



TRAVIS COUNTY  
Account Balance Inquiry

9/19/08  
08:53:08

Fiscal Year . . . . .	:	2008	
Account number . . . . .	:	1-9020-829.60-99	
Fund . . . . .	:	001	GENERAL FUND
Department . . . . .	:	90	CENTRALIZED COMPUTER SVCS
Division . . . . .	:	20	PARK SERVICES
Basic activity . . . . .	:	82	CAPITAL AQUISITION FUNDS
Sub activity . . . . .	:	9	COM & ECON DEV (PK & REC)
Element . . . . .	:	60	OTHER PURCHASED SERVICES
Object . . . . .	:	99	OTHER

Budget . . . . .	:	0	
Encumbered amount . . . . .	:		.00
Pre-encumbered amount . . . . .	:		.00
Expenditures . . . . .	:		.00
Total expenditures . . . . .	:		.00
Balance . . . . .	:		.00

Press Enter to continue.

F3=Exit    F12=Cancel

**TRAVIS COUNTY**  
**Account Balance Inquiry**

Fiscal Year . . . . .	:	2008	
Account number . . . . .	:	1-9021-828.60-99	
Fund . . . . .	:	001	GENERAL FUND
Department . . . . .	:	90	CENTRALIZED COMPUTER SVCS
Division . . . . .	:	21	ROADS & BRIDGES
Basic activity . . . . .	:	82	CAPITAL AQUISITION FUNDS
Sub activity . . . . .	:	8	INFRA & ENV SVC (TRN&RDS)
Element . . . . .	:	60	OTHER PURCHASED SERVICES
Object . . . . .	:	99	OTHER
Budget . . . . .	:	11,520	
Encumbered amount . . . . .	:		.00
Pre-encumbered amount . . . . .	:		.00
Expenditures . . . . .	:	11,513.75	
Total expenditures . . . . .	:	11,513.75	
Balance . . . . .	:		6.25

**Press Enter to continue.**

**F3=Exit    F12=Cancel**

TRAVIS COUNTY  
Account Balance Inquiry

9/19/08  
08:58:41

Fiscal Year . . . . .	:	2008	
Account number . . . . .	:	50-9006-822.60-99	
Fund . . . . .	:	050	JUSTICE COURT TECHNOLOGY
Department . . . . .	:	90	CENTRALIZED COMPUTER SVCS
Division . . . . .	:	06	CRIMINAL JUSTICE
Basic activity . . . . .	:	82	CAPITAL AQUISITION FUNDS
Sub activity . . . . .	:	2	JUSTICE SYSTEM
Element . . . . .	:	60	OTHER PURCHASED SERVICES
Object . . . . .	:	99	OTHER PURCHASED SERVICES
Budget . . . . .	:	8,735	
Encumbered amount . . . . .	:		.00
Pre-encumbered amount . . . . .	:		.00
Expenditures . . . . .	:		.00
Total expenditures . . . . .	:		.00
Balance . . . . .	:	8,735.00	

Press Enter to continue.

F3=Exit    F12=Cancel

**TRAVIS COUNTY**  
**Account Balance Inquiry**

Fiscal Year . . . . .	:	2008	
Account number . . . . .	:	50-9007-822.60-99	
Fund . . . . .	:	050	JUSTICE COURT TECHNOLOGY
Department . . . . .	:	90	CENTRALIZED COMPUTER SVCS
Division . . . . .	:	07	CIVIL JUSTICE
Basic activity . . . . .	:	82	CAPITAL AQUISITION FUNDS
Sub activity . . . . .	:	2	JUSTICE SYSTEM
Element . . . . .	:	60	OTHER PURCHASED SERVICES
Object . . . . .	:	99	OTHER PURCHASED SERVICES
Budget . . . . .	:	340	
Encumbered amount . . . . .	:		.00
Pre-encumbered amount . . . . .	:		.00
Expenditures . . . . .	:		.00
Total expenditures . . . . .	:		.00
Balance . . . . .	:	340.00	

**Press Enter to continue.**

**F3=Exit    F12=Cancel**

TRAVIS COUNTY  
Account Balance Inquiry

9/19/08  
08:59:37

Fiscal Year . . . . . :	2008
Account number . . . . . :	1-9001-821.60-99
Fund . . . . . :	001 GENERAL FUND
Department . . . . . :	90 CENTRALIZED COMPUTER SVCS
Division . . . . . :	01 GENERAL ADMIN
Basic activity . . . . . :	82 CAPITAL AQUISITION FUNDS
Sub activity . . . . . :	1 GENERAL GOVERNMENT
Element . . . . . :	60 OTHER PURCHASED SERVICES
Object . . . . . :	99 OTHER

Budget . . . . . :	273,929
Encumbered amount . . . . . :	12,069.75
Pre-encumbered amount . . . . . :	230,000.00
Expenditures . . . . . :	18,643.40
Total expenditures . . . . . :	260,713.15
Balance . . . . . :	13,215.85

Press Enter to continue.

F3=Exit    F12=Cancel



**TRAVIS COUNTY PURCHASING OFFICE**

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

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

30

*Cyd V. Grimes 9/23/08*

Approved by: \_\_\_\_\_

**Voting Session: Tuesday, September 30, 2008**

**REQUESTED ACTION:** APPROVE MODIFICATION NO. 2 TO INTERLOCAL AGREEMENT NO. IL070037RE, WITH AUSTIN TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION CENTER, FOR SYSTEM OF CARE SERVICES, (HHS & VS).

**Points of Contact:**

- Purchasing:** Rebecca Gardner
- Department:** Sherri Fleming, Executive Manager HHS
- County Attorney (when applicable):** Mary Etta Gerhardt
- County Planning and Budget Office:** Leroy Nellis
- County Auditor's Office:** Susan Spataro And Jose Palacios
- Other:**

09/23/08 2:06 PM  
 COUNTY OF TRAVIS  
 PURCHASING OFFICE

**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 agreement, Austin Travis County Mental Health Mental Retardation Center (ATCMHMR) acts as the Managed Services Organization (MSO) providing fiscal oversight, quality assurance, and maintenance of the provider network in connection with the Youth and Family Assessment Center (YAFAC) and the Children's Partnership.
- This agreement also provides the System of Care services which provide children and youth with complex mental health needs, and their families, access to a wide array of traditional and nontraditional services provided in the community and tailored for each family in a culturally appropriate manner.
- Modification number 2 will increase the FY 2008 contract funds from \$265,000 to \$654,324, an increase of \$389,324. This contract automatically renews on October 1, 2008 for a one year period through September 30, 2008. The contract funds for this renewal period shall not exceed \$400,564.00.
- Modification number 1 increased the contract amount from \$85,000 to \$265,000, in support of the MSO activities related to the Children's Partnership and YAFAC.
- **Contract Expenditures:** within the last 12 months \$85,000.00 has been spent against this contract.

➤ **Contract-Related Information:**

Award Amount: \$85,000.00

Contract Type: Interlocal Agreement

Contract Period: October 1, 2006-September 30, 2007

➤ **Contract Modification Information:**

Modification Amount: \$\$654,324 for the FY 2008 Period; \$400.564 for the FY 2009 Period

Modification Type: Bilateral

Modification Period: October 1, 2007 – 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.: 449408, 449403, 449395

Funding Account(s): 63858686116295, 64358686116295, 00158686116295

Comments:

➤ **Statutory Verification of Funding:**

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



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

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

**DATE:** September 16, 2008  
**TO:** Members of the Commissioners Court  
**FROM:** *Sherri E. Fleming*  
Sherri E. Fleming, Executive Manager  
Travis County Health and Human Services and Veterans Service  
**SUBJECT:** FY'08 System of Care interlocal amendment

**Proposed Motion:**

Consider and take appropriate action to approve an amendment adding additional General Fund money as well as grant funds to the FY'08 interlocal agreement between Travis County and the Austin Travis County Mental Health and Mental Retardation Center for services related to the System of Care (formerly known as the Youth and Family Assessment Center) interlocal.

**Summary and Staff Recommendations:**

Beginning in FY'01, Travis County, the City of Austin and the Austin Travis County Mental Health and Mental Retardation Center (ATCMHMR) entered into an agreement to establish the Youth and Family Assessment Center (YFAC) that would provide access to an array of services for youth and their families through the wraparound approach, a comprehensive service delivery system designed to provide the necessary supports for youth at school, home, and in the community while decreasing the need for out-of-home placement. These services include assessments, training, education, counseling, access to non-traditional supports and basic needs. Starting in FY'07, the City of Austin negotiated a separate contract with ATCMHMR for the funds it contributes to the program.



In FY'03, Travis County executed a contract with ATCMHMR to coordinate the delivery of services for The Children's Partnership, a non-profit organization whose governing board is comprised of representatives from Travis County Health and Human Services and Veterans Service (TCHHSVS), ATCMHMR, Travis County Child Protective Services, Region XIII Education Service Center, Travis County Juvenile Probation, and the Federation of Families. These services meet the complex needs of children and youth with serious emotional disturbances by creating a service plan for each client that assists them and their families in navigating the system of care with the ultimate goal of preventing out-of-home placement.

The YFAC and Children's Partnership contracts were combined into the System of Care contract for FY'08. ATCMHMR serves as the Managed Services Organization (MSO) with responsibilities in eight areas: provider network development, gate functions (verification of eligibility), utilization management, quality management, maintaining a management information system, fiscal management, claims adjudication and payment, and administrative processes. ATCMHMR receives an MSO fee for these services. It is not compensated for any direct services under this interlocal.

The amendment adds an additional \$319,066 in General Fund money as well as \$112,342 in grant funds to the interlocal. The grant funds come from Parenting in Recovery (\$62,342) and the Sue Milburn Memorial Charitable Trust (\$50,000).

TCHHSVS staff recommends approving the amendment.

**Budgetary and Fiscal Impact:**

The original amount of the FY'08 interlocal between Travis County and ATCMHMR was \$265,000. The additional funding brings the total to \$696,408. Of this total, \$584,066 is from General Fund line item 001-5868-611-6295; \$62,342 in Parenting in Recovery grant money is from line item 638-5868-611-6295; \$50,000 from the Milburn Trust is in line item 643-5868-611-6295. This contract follows the county fiscal year. The contract number is IL070037RE.

The contract automatically renews for FY'09 at \$400,564. The General Fund amount is \$265,000; Parenting in Recovery is providing \$85,564; the Milburn Trust is providing \$50,000 (none of the Milburn money was spent in FY'08, so the full amount is available for FY'09).

**Issues and Opportunities:**

The System of Care contract will pay for services for children, adolescents and families referred by the following:

1. The Children's Partnership (TCP) - a collaborative of agencies serving children and adolescents with complex mental health needs and their families in Travis County. These agencies include TCHHSVS, Travis County Juvenile Probation Department, ATCMHMR, Region VII Department of Protective and Regulatory Services, Austin, Manor, and Pflugerville Independent School Districts, Texas Health and Human Services Commission, and Casey Family Programs.

2. Community Partners for Children (CPC) - a group of more than 20 agencies providing a single point of community collaboration for children with complex needs and their families. Participants receive an individualized plan of care, connection to community-based services, and access to flexible funding.

3. Youth and Family Assessment Center (YFAC) - a collaboration that provides comprehensive services and supports to children and adolescents at risk of serious behavior problems and dropping out of school. Partners include TCHHSVS, City of Austin, The Austin Project, Communities in Schools, ATCMHMR, Travis County Truancy Court, Travis County Juvenile Probation Department, Region XIII Educational Services Center, and Austin Independent School District.

**Background:**

TCHHSVS worked with ATCMHMR to combine the separate YFAC and Children's Partnership contracts into one System of Care contract in order to provide a more seamless and efficient service delivery system.

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

**TRAVIS COUNTY  
Purchase Requisition**

Number . . . . . : 0000449408  
 Type . . . . . : 1 PURCHASE REQUISITION  
 Status . . . . . : AUDITOR APPROVAL  
 Reason . . . . . : FUNDING GRANT  
 By . . . . . : CAULA MCMARION X44119  
 Date . . . . . : 9/05/08  
 Vendor . . . . . : 7316 AUSTIN TRAVIS COUNTY MHMR  
 Contract nbr . . . . . :  
 Ship to . . . . . : NS HUMAN SERVICES ADMIN SVCS  
 Deliver by date . . . . . : 9/05/08  
 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	50000.00	DOL	FUNDING MILBURN TRUST FUND GRANT FUNDED UNDER THE SYSTEMS OF CARE CONTRACT MILBURN TRUST FUNDS FOR SERVICES \$25,000 FOR

Total: 50000.00  
F9=Print

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

+

**TRAVIS COUNTY  
Purchase Requisition**

Number . . . . . : 0000449403  
 Type . . . . . : 1 PURCHASE REQUISITION  
 Status . . . . . : AUDITOR APPROVAL  
 Reason . . . . . : FUNDING GRANT  
 By . . . . . : CAULA MCMARION X44119  
 Date . . . . . : 9/05/08  
 Vendor . . . . . : 7316 AUSTIN TRAVIS COUNTY MHMR  
 Contract nbr . . . . . :  
 Ship to . . . . . : NS HUMAN SERVICES ADMIN SVCS  
 Deliver by date . . . . . : 9/05/08  
 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	59225.00	DOL	PARENTING IN RECOVER GRANT FUNDS FUNDING THE FY'08 SYSTEMS OF CARE GRANT. \$59,225 FOR SERVICES AND \$3,117 FOR MSO FEE	
				Total: 62342.00 +

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

F9=Print

PI625102

TRAVIS COUNTY  
Purchase Requisition

9/19/08  
11:22:22

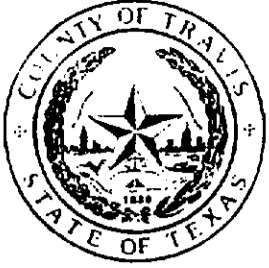
Number . . . . . : 0000449395  
 Type . . . . . : 1 PURCHASE REQUISITION  
 Status . . . . . : AUDITOR APPROVAL  
 Reason . . . . . : MODIFICATION TO PO# 383854  
 By . . . . . : CAULA MCMARION X44119  
 Date . . . . . : 9/05/08  
 Vendor . . . . . : 7316 AUSTIN TRAVIS COUNTY MHMR  
 Contract nbr . . . . . :  
 Ship to . . . . . : NS HUMAN SERVICES ADMIN SVCS  
 Deliver by date . . . . . : 9/05/08  
 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
5	1	309066.00	DOL MODIFICATION
			FUNDING THE FY'08 SYSTEMS OF CARE CONTRACT.
			MODIFICATION TO PO #383854 ADDITIONAL \$309,066 AND +

Total: 319066.00  
F9=Print

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



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

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

Approved by: \_\_\_\_\_

*Cyd V. Grimes 9/25/08*

**Voting Session: Tuesday, September 30, 2008**

**REQUESTED ACTION:** APPROVE MODIFICATION NO. 8 TO CONTRACT NO. 02T002920J, SAFE GUARD HEALTH PLANS, INC. AND SAFE HEALTH LIFE INS. CO., FOR THE PROVISION OF DENTAL COVERAGE FOR TRAVIS COUNTY EMPLOYEES AND TRAVIS COUNTY HOSPITAL DISTRICT EMPLOYEES. (HRMD)

**Points of Contact:**

**Purchasing:** Oralia Jones, 854-4204

**Department:** HRMD Dan Mansour, 854-9499, Cindy Purinton, 854-9626, Linda Moore-Smith, HRMD Director, Alicia Perez, Executive Manager, 854-9342

**County Attorney (when applicable):** Barbara Wilson, 854-9567, John Hille

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro And Jose Palacios

**Other:** Trish Young, Stacey Wilson

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TO BE MAINTAINED IN THE  
OFFICE OF THE PURCHASING  
AGENT

➤ **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes. The contract modification provides for the provision of Dental HMO Coverage for Travis County employees. The Commissioners Court approved the initial contract award on September 24, 2002. A new solicitation was issued this year.

Proposals were opened on May 5, 2008, for Dental Coverage for Travis County employees. Metlife and Safe Guard submitted a proposal together. On July 8, 2008, the Employee Benefits Committee submitted a recommendation to the Commissioners Court for action on the FY'09 Dental Insurance Plan. The Committee recommended contracts be awarded to Metlife for plans that are similar to the PPO and Indemnity plans currently provided, and to Safe Guard for Dental HMO coverage. The combined result is a plan very similar in structure to the current Travis County dental plan with Safeguard. The Safe Guard/Safe Health family of companies was recently purchased by Metlife. To comply with Texas law, Safe Guard Dental will continue to operate the Dental HMO and MetLife will take over the operation of the other two plans previously provided by Safe Health.

On July 8, 2008, the Commissioners Court approved the contractors and rates, which are the Safeguard DHMO and Metlife MAC and UCR plans. There will be two contracts to

implement this new coverage. The current Safe Guard contract for Dental HMO coverage is being renewed at this time. Another contract with MetLife for the MAC and UCR Plans will be presented to the court next week. Together MetLife and SafeGuard submitted the best negotiated response which will result in a new contract with MetLife and is resulting in a Renewal Agreement with Safe Guard in this Modification 8 that amends the Agreement For Dental HMO Coverage to provide a new one (1) year term, through September 30, 2009, and the option to extend the Renewal Agreement for four (4) additional one year periods ("Renewal Agreement"). The rates offered by Safe Guard will remain unchanged during the first two years of this period.

Modification No. 7 was previously issued to exercise the fifth option period to extend the contract for twelve months, through September 30, 2008. It was approved by the Commissioners Court on August 28, 2007.

Modification No. 6 was previously issued to exercise the fourth option period to extend the contract for twelve months, through September 30, 2007. It was approved by the Commissioners Court on September 5, 2006.

Modification No. 5 was previously issued to add the active employees of the Travis County Hospital District to the Dental Coverage with Safe Guard Health Plans, Inc. and Safe Health Life Ins. Co., and to change the employee eligibility for participation to the first day of the month following 30 days after the effective date of employment. It was approved by the Commissioners Court on August 23, 2005.

Modification No. 4 was previously issued to exercise the third option period to extend the contract for twelve months, through September 30, 2006. It was approved by the Commissioners Court on August 2, 2005.

Modification No. 3 was previously issued to incorporate the thirty (30) calendar day coverage eligibility period for new employees. It was approved by the Commissioners Court on October 5, 2004.

Modification No. 2 was previously issued to exercise the second option period to extend the contract for twelve months, through September 30, 2005. It was approved by the Commissioners Court on August 17, 2004.

Modification No. 1 was previously issued to exercise the first option period to extend the contract for twelve months, through September 30, 2004. It was approved by the Commissioners Court on July 18, 2003.

There are no County funds expended on this contract. Funds are 100% paid by the County employees.

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

Not applicable

➤ **Contract Modification Information:**

Modification Amount: \$0.00

Modification Type: Annual Contract

Modification Period: October 1, 2008 through September 30, 2009

➤ **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s):

Comments: No County funds. This is 100% paid by County employees.

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_\_\_ Not Verified \_\_\_\_\_ by Auditor.





## *Human Resources Management Department*

1010 Lavaca

● P.O. Box 1748 ● Austin, Texas 78767 ● (512) 854-9165 / FAX(512) 854-4203

June 20, 2008

TO: Lolly Jones, Purchasing Agent Assistant III

FROM: Dan Mansour, Risk and Benefits Manager, HRMD

SUBJECT: Award of Contract for Dental Insurance

The RFP responses to our solicitation for dental insurance have been reviewed and evaluated. Based on evaluation results we are recommending MetLife's plan described as

Triple Option Dental Plan – Two MetLife PDP Plans with Safeguard DHMO  
(MAC Option)

This is a voluntary benefit paid for by employees; therefore, no County funds are involved.

Call me at X49499 with any questions

Cc: Alicia Perez, Executive Manager, Admin Ops  
Linda Moore Smith, Director, HRMD  
Employee Benefits Committee 2008

**MODIFICATION OF CONTRACT NUMBER: 02T00292OJ Employee Dental Benefits**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: <b>ORALIA JONES</b> TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED <b>September 23, 2008</b>
ISSUED TO: <b>Safe Guard Health Plans, Inc</b> <b>5400 LBJ Parkway , Suite 1100</b> <b>Dallas, Texas 75240</b>	MODIFICATION NO.: <b>8</b>	EXECUTED DATE OF ORIGINAL CONTRACT <b>SEPTEMBER 24, 2002</b>
ORIGINAL CONTRACT TERM DATES <u>October 1, 2002 through September 30, 2005</u>		CURRENT CONTRACT TERM DATES <u>October 1, 2006 through September 30, 2009</u>

**FOR TRAVIS COUNTY INTERNAL USE ONLY**

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

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

Company and County entered into a contract to allow county employees, retirees, and their dependents to purchase group dental benefits. In 2002, County issued a RFP 020075-OJ and Company submitted the best negotiated response which resulted in a contract that began October 1, 2002, and was extended to September 30, 2007 by Modifications 1, 2, 4, 6, and 7. ("Initial Agreement").

In 2008, County issued RFP # P080193-OJ. Company submitted the best negotiated response which is resulting in a Renewal in this Modification 8 that amends the Agreement For Dental Services Benefit Program to provide a new one (1) year term and the option to extend the Renewal Agreement for four (4) additional one year periods. ("Renewal Agreement").

**Agreement to Amend Contract**

Company and County agree to amend Contract as follows:

**1.0 AMENDMENT OF TERM OF AGREEMENT**

1.01 Pursuant to 26.01 of the Contract, 2.0 TERM OF AGREEMENT of the AGREEMENT FOR DENTAL HEALTH BENEFITS PROGRAM is amended by adding the following paragraphs 2.021, 2.022, and 2.023 at the end of paragraph 2.02:

(See Attached 2 pages)

**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.

<b>Safe Guard Health Plans, Inc</b>  BY _____ SIGNATURE PRINTED NAME: Ronald I Brenzal TITLE: Senior Vice President and General Counsel	DATE: _____
	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER

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:
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**DRAFT**

2.021 The first renewal term of the renewal Agreement is for one (1) year, from 12:01 A.M. Central Daylight Time on October 1, 2008 continuously until 12:01 A.M. Central Daylight Time on October 1, 2009 , unless terminated by either party in compliance with the applicable Insurance Contract or this Agreement.

2.022 County has the option to extend this renewal Agreement for four (4) additional one (1) year periods and three (3) additional one-month periods. This Agreement, including all extensions as a result of exercised options, shall not exceed sixty-three (63) months.

2.023 If County exercises any one (1) month options, County may extend the plans implemented in the preceding one (1) year or one (1) month options.

1.02 Pursuant to 26.01 of the Contract, 2.0 TERM OF AGREEMENT of the AGREEMENT FOR DENTAL HEALTH BENEFITS PROGRAM is amended by adding the following paragraphs 2.031 at the end of paragraph 2.03:

2.031 Company and County are entering into this Renewal Agreement to continue to implement only the Dental Health Maintenance Organization Plan SC4A from October 1, 2008 through September 30, 2009 and related services. During the Renewal Agreement, County may only implement the Dental Health Maintenance Organization Plan SC4A and related services for any option period.

1.03 Pursuant to 26.01 of the Contract, 2.0 TERM OF AGREEMENT of the AGREEMENT FOR DENTAL HEALTH BENEFITS PROGRAM is amended by adding the following paragraphs 2.051 at the end of paragraph 2.05:

2.051 During any exercised renewal option period, the Renewal Agreement is governed by the terms and conditions in the Initial Agreement as amended by Modifications 1, 2, 4, 6, 7, and 8 and the attachments as amended but not including the term of the Agreement being extended, and rate changes in compliance with 9.0 as amended in this Modification 8. If County exercises an option, the exercise must be in writing not less than ninety (90) days before any anniversary date, and state the new term of the Renewal Agreement, and the rates applicable if not stated in this Modification 8. County must execute the exercises of option no sooner than ninety days before the expiration of the term of this Renewal Agreement or any extension and no later than the final day of the term of the renewal Agreement. Failure by County to exercise an option to extend means that this renewal Agreement expires at the end of the then current term of the renewal Agreement notwithstanding anything to the contrary in any Attachment.

## **2.0 APPLICABLE PREMIUM RATES**

2.01 Company shall not increase the monthly rates stated in this Modification 8 from October 1, 2007 through September 30, 2010.

2.02 Pursuant to 2.02 and 2.03 of the Agreement as amended in Modifications 3, 6, 7, and 8, the monthly rates applicable to the Dental Health Maintenance Organization Plan SC 4A for the renewal term and the first renewal option period are as follows:

**D R A F T**

TIER OF COVERAGE	RENEWAL TERM	FIRST RENEWAL OPTION
Employee only	\$12.14	\$12.14
Employee +1 adult	\$21.24	\$21.24
Employee +1 child	\$20.02	\$20.02
Employee +2 or more children	\$32.76	\$32.76
Employee +1 adult + 1 child	\$31.56	\$31.56
Employee +family	\$40.64	\$40.64

2.03 Company specifically acknowledges that premium rates for the second, third and fourth renewal options must be based on the experience rated formula stated in 11.02 of the Initial Agreement.

3.0 AMENDMENT OF ENTIRE AGREEMENT

3.01 Pursuant to 26.01 of the Contract, 33.0 ENTIRE AGREEMENT of the AGREEMENT FOR DENTAL HEALTH BENEFITS PROGRAM is amended by deleting paragraphs 33.03, 33.04, and 33.05 in their entirety and inserting the following paragraphs in their place:

33.03 The Dental Health Maintenance Organization Plan Attachments include the following:

- Attachment DENTAL HMO-1      Group Contract for Prepaid Services Acceptance Agreement (2 pages)
- Attachment DENTAL HMO-2      The DENTAL HMO Insurance Contract (8 pages)
- Attachment DENTAL HMO-3      SC-4 Schedule of Benefits to the DENTAL HMO Insurance Contract for Plan SC 4 (4 pages) applicable to benefits until October 1, 2007
- Attachment DENTAL HMO-4      SG290-TX Schedule of Benefits to the DENTAL HMO Insurance Contract for Plan SG290 (4 pages)
- Attachment DENTAL HMO-5      Portions of 2002 Proposal: Part VIII Directory of Participating Dentists, Facility Information for Travis County RFP, Safe Guard Managed Dental Network Customized for Travis County, Sample Managed Care Reports, including Group Utilization Report by treatment, Treatments for Group (pie chart and list), Dental HMO Healthcare Costs (34 pages)
- Attachment DENTAL HMO-6      Schedule of Benefits Direct Referral Plan Travis County Option 2 to the DENTAL HMO Insurance

DRAFT

Contract for Plan SC 4 (5 pages) applicable to benefits after October 1, 2007

Attachment DENTAL HMO-7 Performance Guarantees

Attachment DENTAL HMO-8 Portions of 2008 Proposal

33.04 If there is any conflict between Attachment Dental HMO-8 and Attachment Dental HMO - 5, then Attachment Dental HMO-8 overrides Attachment Dental HMO-5.

3.02 The following documents which are attachments numbered and named in 3.01 of this modification are attached to this modification and are incorporated into the Agreement by this reference and are made a part of the Renewal Agreement, and constitute promised performances by Company and County. If there is any conflict between the Renewal Agreement as amended and the attachments to this modification, the conflict must be resolved to give effect to the contents of the Agreement as amended and to disregard the conflicting portions of the attachments.

Attachment DENTAL HMO-7 Performance Guarantees--+

Attachment DENTAL HMO-8 Portions of 2008 Proposal:

**4.0 ACKNOWLEDGEMENT OF LIMIT OF RENEWAL**

4.01 County acknowledges that this Renewal Agreement does not renew the obligations of Safe Health Life Insurance Company related to the Preferred Dental Program Plan and the Indemnity Plan. Safe Health Life Insurance Company has no further obligations under the Renewal Agreement and the policies issued by it terminate effective October 1, 2008.

**5.0 INCORPORATION OF CONTRACT**

5.01 Company and County hereby incorporate this modification into the Initial Agreement. Company and County hereby ratify all of the terms and condition of the Initial Agreement as amended in Modifications 1, 2, 4, 6, 7, and 8.

**6.0 EFFECTIVE DATE**

6.01 The changes stated in this amendment are effective on October 1, 2008.

**D R A F T**

## ATTACHMENT DENTAL HMO-7

### 6.0 PERFORMANCE GUARANTEES

**Under this contract, the selected Proposer must have performance guarantees or measures in place. Copies of these performance guarantees or measures must be provided with the proposal. Performance guarantees/measures may be subject to negotiation.**

**Dental HMO**

**Copies of SafeGuard's standard performance guarantees are listed in the following table. SafeGuard is willing to negotiate acceptable performance guarantees with the group.**

Performance Guarantee	Standard	Amount of Penalty
Percentage of telephone calls answered within 30 seconds	80% or higher	0.5%
Percentage of calls abandoned	5% or less	0.5%
Grievances resolved within 30 days	100%	0.5%
ID Cards mailed within 10 business days of initial receipt of eligibility	100%	0.5%

## **ATTACHMENT DENTAL HMO-8**

- 10. How is coordination of benefits handled with the DHMO plan? What if both plans involved in the coordination are DHMO's? Please provide an example.**

Because claim forms are not required with a dental HMO plan, Coordination of Benefits is not a standard procedure.

- 11. How is coordination of benefits handled with the indemnity plan? What if one of the plans is a DHMO? Please provide an example.**

Coordination with DMO Plan:

The allowable expense considered is the fee schedule contracted amount payable by the Preferred Dentist Plan (PDP).

- 5. What type and to what degree do you provide member education on dental care and treatment? Is member education on-going during the life of the contract?**

Dental HMO

SafeGuard considers education of our enrollees to be an essential aspect of providing a quality benefits program. Our dental benefit plans are constructed around the importance of preventive care and most plans provide these services at low or no cost.

To instill the value of good oral health and how it relates to overall health, SafeGuard provides educational materials both in print and online. In the Member module of our informational website, there are educational brochures on a wide array of subjects, a section for "Healthful Tips" and also information on the basics of how each type of dental plan works ("About Your Plan"). There is also a portal called "PEAK" ("Prevention Education Against Kavaties") created specifically to help



children understand the importance of good oral health. Any of the educational brochures online can be provided to the ISD in hard copy for its use as handouts at health fairs or open enrollment meetings.

SafeGuard's website includes a section with articles on health care, links to websites that provide well-researched and validated information and SafeGuard's library of educational materials. It is our goal to become the site people visit when they want to find out what's going on in the world of dental and vision care. We will be updating the information on a quarterly basis and adding important "breaking news" as it happens.

An exciting feature of this section that sets us apart from other carriers is the web page offering short articles our customers can use for their own newsletters. We get many requests from customers who have an employee, patient or client newsletter and would like to include information on dental and vision care. Putting the articles on the website makes it easier for them - and this way they can pick and choose from several topics. It's a great service that none of our competitors currently provide.

And SafeGuard is one of the few dental and vision benefit providers to have a website that engages our Spanish-speaking participants. The entire "Member" module has been translated and can be accessed from the SafeGuard homepage. It contains all of the educational information mentioned here.

It is also important that members develop a relationship with their dentists and the practice staff. Most dentists today send reminder cards to their patients when it's time for their bi-annual exam and cleaning and members should be encouraged to call the dentist to make those appointments. SafeGuard can provide group and plan specific utilization information, however, we are not allowed to provide information relative to the services that specific members have accessed due to HIPAA regulations.

- 6. What is the average time it takes for ID cards to be issued after receipt of eligibility information? Provide the address of your facility where enrollment is processed and the name of the person who will be responsible for Travis County's account.**

#### Dental HMO

As a current SafeGuard group, we will mail cards within five working days of receiving the completed enrollment form or data transfer of individual enrollees. Once enrolled, a member may go online at any time and, using our interactive website, print a temporary ID card or order a replacement.

**7. Is an ID card necessary to obtain service from the provider?**

An ID card is not necessary to access benefits for either the MetLife PDP plan or the Dental HMO plan. Providers will verify eligibility with MetLife prior to the enrollee's appointment.

**8. Do you have a web site? Is it interactive? If so, can employees make changes in their providers using the web site?**

**Dental HMO**

SafeGuard provides an interactive website for members, clients, providers, and agents at [www.safeguard.net](http://www.safeguard.net). It opens an interface into our operating systems, allowing members to find a new provider, change providers, confirm eligibility, print personal benefit schedules, print a temporary ID card, or order a new one.

**9. Are all family members required to utilize the same dental office under the DHMO coverage?**

SafeGuard offers freedom of choice and flexibility with our individual selection feature that allows each enrolled family member to select a different contracted general dentist.

- 13. Travis County requires minimum provider network participation. Provide minimum network participation information such as minimum number of providers in service area, minimum number of providers accepting new patients, minimum number of specialists, etc.**

Dental HMO

SafeGuard will maintain the size of its current network with minimums of 45 general dentists, including 36 providers accepting new patients, and at least 13 specialists. SafeGuard determines the size of its network using a capacity standard of one general dentist per 2,000 members according to standard GeoAccess specifications.

- 14. How do you protect the plan and the employees against over-billing/balance billing?**

### Dental HMO

SafeGuard's utilization collection and management program is designed to provide the Plan with information to assist in the management of the dental provider network. Reported utilization is used to determine:

- If members are receiving dental care that meets professionally recognized standards
- Appropriate benefit plan design
- Over or under-utilization of services for the assigned patient mix
- Experience for premium rate calculation
- Cost savings for groups
- Supplemental payments for providers

Measurable goals are related to delivery of dental care services based on dental procedure categories. SafeGuard tracks utilization patterns by percentage of the total number of services provided. The category percentages are then compared to industry recommended norms. The data is tracked and monitored by individual office and subject to network comparison.

### **16. What type of protection do you provide to keep the dentist from going outside the pricing agreement in the system? What about up charging?**

#### MetLife PDP

MetLife's Dental claim system uses an automated screening process to detect upcoded procedures. Our utilization profiling process detects any systematic upcoding. From that point forward, any procedures submitted by that provider automatically highlight. They are then reviewed through a special referral process to determine if the upcoding pattern is continuing.

An automated screening process is utilized to detect unbundling of services.

Our claim control procedures are saving considerable benefit dollars to our customers. Our claim review process saves 5%—7% of benefit costs. This does not include any attempt to estimate dollars saved through the sentinel effect achieved through the discontinuance of aberrant provider billing practices.

ClaimCheck Dental is a front-end program which checks claim logic of submitted procedure codes and enhances the fraud and abuse controls currently in place. It provides greater consistency in our processing and offer greater capabilities to control unnecessary dental costs.

### Dental HMO

SafeGuard provides all enrolled dental HMO members Schedules of Benefits that are specific in the services covered by the program. Also included is a list of any limitations or exclusions to the plan. We also include text that helps the member understand when a particular treatment may include additional fees (i.e. porcelain fused to high noble metal on a posterior tooth). Education materials

### Dental HMO

With the SafeGuard dental HMO plan quoted here, members will never pay more than the applicable co-payment, if any, for covered services. Members are provided a Schedule of Benefits detailing the co-payments for services covered by the plan.

## 15. What types of cost controls and utilization review do you provide?

### MetLife PDP

UCS features important cost management controls that will allow the system to automatically review each claim and apply cost control features. These cost management controls are automatic system edits procedures, reasonable and customary determination procedures and procedure coding. In addition, dental UCS is automatically programmed to refer specific claims to our professional dental consultants for their review.

UCS provides the following automated system edits:

### **System Edit Procedures**

Automatic system edits are conducted by searching your groups plan master file to determine the applicability of plan provisions, benefit exclusions, limitations, and maximum payments for each procedure. In addition, the system provides online validation of the claimant's eligibility, plan maximums, deductibles, limitations and claim duplications.

### **Reasonable & customary Fee Determinations**

UCS automatically applies reasonable & customary fee levels for noncontracted dentists.

### **Procedure Coding**

All claims information is recorded using industry recognized American Dental Association (ADA) procedure codes. UCS provides on line access and immediate verification to those codes. This allows for accurate classification, storage and reporting of utilization trends.

### **Professional Claim Review**

To assure that benefit payments are made for only appropriate dental care, professional claim review is conducted by practicing dentists in our claim office. The claims subject to review contain either major dental procedures or those procedures, which are less expensive, more frequently performed and subject to aberrant billing practices by the providers. MetLife's professional Dental consultants also review claims subject to contractual predeterminations and alternative benefits provisions.

Quality of care is monitored by screening each dentist's utilization profile (using IDOA), to determine whether or not practice patterns are acceptable. This process is ongoing to ensure all network dentists maintain acceptable practice patterns.

Over treatment or over utilization is monitored through utilization review activity. Dentists whose statistical profile suggests over utilization are counseled by dentist and are either brought up to our utilization standards or are removed from the network.

MetLife believes that a high quality, fully credentialed network of providers is the best surrogate for initially judging this issue. Our financial model does not provide incentives for providers to under treat patients, as may be the case in some poorly designed arrangements.

are also available at no additional charge that explains certain dental procedures that involve extended care and additional fees. Each employee will also receive a document detailing how to access care and how to request help with any grievance they might have.

SafeGuard considers education of our enrollees to be an essential aspect of providing a quality benefits program and we provide in-depth details of how each plan works and the benefits available. We also provide on-going training for our dental care providers and each receives a Facility Reference Guide that contains all of SafeGuard's policies on the availability of care under each plan. We encourage members to develop a relationship with their chosen SafeGuard contracted dentist and to not be afraid to ask questions about treatment plans and suggested procedures.

**17. When and how do participants select dental offices? How and how often may they change their dental office? Is a website offered where they can do this?**

Dental HMO

Employees enrolling in the dental HMO plan are asked to select a SafeGuard contracted general dentist at enrollment. A directory of participating dentists is included with the enrollment materials and identifies the dentist's name, address, telephone number and languages spoken. In addition, the enrollee can access our website at [www.safeguard.net](http://www.safeguard.net) to find a dentist by using zip code, city, county or dentist's name. Customer Service Representatives are also available to assist with provider selection prior to enrollment.

SafeGuard members can change their selected general dentist once a month, if they choose. Changes are effective the first of month following notification to SafeGuard.

**18. What pre-enrollment information is provided to participants? What follow-up communication is available on an ongoing basis?**

We are committed to providing a knowledgeable, courteous and responsive staff to assist members. Customer Service Representatives are recruited from the dental, vision, and customer service fields. This recruitment technique enables SafeGuard to provide knowledgeable, courteous, and responsive staff to assist members. Our representatives use a sophisticated computer support system that is flexible, intuitive and user friendly. The system, a client-server relational database uses a Windows-based interface, is data-driven and tracks full history on most transactions. The versatility of this system allows Customer Service Representatives to view member history, families and group payment history. They can update member information, including facility changes, and request ID cards online. Facility (provider) searches defined by distance can be executed on behalf of a member in order to find a provider in the area. Representatives are also able to search for members using the subscriber's social security number or SafeGuard family ID number, in full compliance with HIPAA.

SafeGuard offers convenient access to customer service via our Customer Service Representatives, IVR (Interactive Voice Response) and interactive website. Customer Service is staffed with representatives from 7:00 AM to 8:00 PM, Central Time, Monday through Friday. Additionally, this line has IVR technology available 24 hours a day, 7 days a week.

**21. Does the plan conform to state regulatory requirements?**

MetLife's PDP and SafeGuard's dental HMO plans conform to all state regulatory requirements.

### Dental HMO

SafeGuard maintains an interactive website that is accessible through the Internet and opens an interface into our operating systems. Most eligibility information can be updated using this functionality. However, if the County chooses to submit eligibility through an EDI process, it is important to note that all changes made manually through the website would then be overwritten by the next data download.

The County's Account Manager (AM) will work as a team to ensure that all eligibility needs are met. Additionally, the County's Billing & Eligibility Coordinator is responsible for reviewing and reconciling the monthly statement and will be available to answer any questions relating to eligibility.

SafeGuard's interactive website allows members to find a new provider, change providers, confirm eligibility, print personal benefit schedules, print a temporary ID card, or order a new one.



## **9.0 CREDENTIALS AND FEES**

### **9.1 Describe your dentist credentialing process**

#### **Dental HMO**

SafeGuard conducts an in-depth initial credentialing prior to contracting any dentist and our contracted dentists are recredentialled every three years. SafeGuard's initial credentialing process includes review of the provider application, licensure status with the appropriate state dental licensing board, proof of current professional liability coverage and past malpractice actions history through a query of the National Practitioner Databank and the Health Care Integrity and Protection Data Bank.

#### SafeGuard obtains and reviews

- Valid dental license
- Valid DEA certificate (Drug Enforcement Agency)
- CDS certificate (Controlled Drug Substances), when applicable
- Completion of an approved educational specialty program, board certification as applicable
- Professional liability coverage and adequacy of coverage limits
- Adverse claims and/or license actions
- State Board of Dentistry licensure status verification

On-site visits are conducted during the initial application and credentialing process. Each Provider Relations Representative has clinical dental experience and receives specific training in on-site evaluations. All on-site evaluations results are reviewed by the Quality Management Department prior to acceptance of the dental office into the network. A registered dental assistant completes the periodic office quality assessment facility reviews; and a licensed dentist completes the chart record reviews.

The recredentialing process incorporates review of licensure status, malpractice claims settlements (NPDB-HIPDB data), practice patterns as identified in utilization data, complaint activity and compliance with appointment availability in determining continuation of the agreement.

#### **9.2 Explain how your company negotiates dentist fees.**

##### Dental HMO

General dentists participating in SafeGuard's dental HMO program are reimbursed through monthly capitation (set by plan), supplemental payments and encounter fees. Specialty care providers are contracted to a fee schedule set to the region where they practice. There are no negotiations with regard to these reimbursements. On occasion, however, if there is a need in a specific service area that we are unable to fill, special arrangements are implemented if the presence of a particular dental care professional is mandated.

## **10.0 REIMBURSEMENT**

### **10.1 How are General Dentists reimbursed under both the DHMO and INDEMNITY/DPPO plans:**

- a. Fee for service**
- b. Capitation**
- c. Salary**
- d. Other**

#### Dental HMO

The general dentists contracted to provide care for SafeGuard's dental HMO members receive monthly capitation, based on the number of members assigned to each office. In addition, they receive member co-payments at the time of service as well as supplemental payments for certain procedures. SafeGuard also pays an "encounter fee" for each member a dentist sees, whether or not a procedure is performed. This program encourages the submission of utilization information, which is an important aspect of our client and regulatory reporting requirements.

### **10.2 How are Specialist Dentists reimbursed under both the DHMO and INDEMNITY/DPPO plans:**

- a. Fee for service**
- b. Capitation**
- c. Salary**
- d. Other**

#### Dental HMO

Specialty care dentists who provide care through the SafeGuard dental HMO plans are reimbursed through a negotiated fee schedule in combination with the member's co-payment. With the SafeGuard plans, our members never pay more than the applicable co-payment, if any, for covered services provided by a specialty care dentist.

## **11.0 APPOINTMENTS**

**What is the maximum allowable and average waiting time in the DHMO and the INDEMNITY/DPPO in our area for:**

### **13.0 COMPLAINT RESOLUTION PROGRAM**

**Describe your patient complaint resolution program. Provide a copy of your DMO complaint register or log.**

#### Dental HMO

SafeGuard understands that, on occasion there is the need to communicate an issue and that there must be assurance that the issue be resolved quickly. SafeGuard maintains a comprehensive grievance resolution system that, for the last two years, has resolved 100% of all complaints within 30 days of filing. 80% of all inquiries received concerning eligibility or professional services are resolved completely within 48 hours.

To register a grievance, a member may contact SafeGuard using our toll-free telephone number, by email through our website or in writing. SafeGuard confirms receipt of the complaint in writing within five days from receipt. Necessary information may be requested so a comprehensive review of the grievance can be completed. The enrollee will receive written notification of the resolution within thirty days of receipt of the grievance. If the enrollee is dissatisfied with the resolution the enrollee may appeal the determination. Appeal hearings are held in compliance with regulatory agency requirements within 30 days.

SafeGuard consistently monitors service statistics to ensure our continued ability to meet our performance standards. Eighty percent of all inquiries received concerning eligibility or professional services are resolved completely within 48 hours. SafeGuard makes every attempt to resolve the more complex situations requiring additional investigation and patient record review within 30 days following the receipt of the complaint.

#### Member Grievance System

A member has the right to file a grievance against SafeGuard or the dental office either verbally (through the Member Services department) or in writing via U.S. Mail, facsimile, e-mail, or SafeGuard's website.

Grievance forms are available for downloading at [www.safeguard.net](http://www.safeguard.net) or by calling our Customer Service Department.

SafeGuard maintains a specific unit trained to investigate and resolve grievances. Should a grievance be filed against a participating provider office, SafeGuard will contact that office with a request for pertinent documentation and send a copy of the grievance to that office. Providers then review the grievance submitted and respond to the member's concerns and SafeGuard completes a thorough investigation of both sides of the issues, reaching an equitable resolution. Requested documentation is required within five (5) days, as state regulations require that all grievance resolutions be completed within thirty (30) days of receipt of the grievance.

SafeGuard maintains a grievance tracking system (for trending and analysis) as a part of the quality management program. The Grievance Unit is a part of the Quality Management Department and all grievances related to quality of care issues are professionally reviewed by the Dental Director or Consultant. If professional review indicates that a second opinion is necessary, a referral will be made to a SafeGuard affiliated dental provider or alternate provider as determined most appropriate by SafeGuard's professional dental staff. A representative of the Grievance Unit will facilitate arrangements with the member for the second opinion appointment.

Upon receipt of the results/findings of the grievance (or second opinion), a representative of SafeGuard's professional dental staff will

- Determine the appropriate rectification of the grievance and/or
- Refer the case to the Grievance and Appeals Committee for resolution and/or
- Refer the case to the Peer Review subcommittee of SafeGuard's Quality Management Program for further review and recommendation.

SafeGuard sends written notification of the grievance resolution to the complainant no later than 30 days following receipt of the grievance. In addition, the member is informed of the right to contact the regulatory agency for further assistance and is provided the regulatory agency's toll-free telephone number and website address on all enrollee materials and communications.

SafeGuard does not maintain a general complaint register. However, we are able to produce group-specific grievance reports according to the County's needs, which can be arranged through your Account Manager.

## **STANDARD REPORTS**

### Dental HMO

SafeGuard is committed to providing employers with useful, easy to interpret reports that support management decisions and actions. Frequency for reports can be determined by the County and can be made available electronically. SafeGuard is currently developing online reporting functions that will be available in the future.

### Utilization Report

- Summarizes claims data according to procedure category with member utilization percentages
- Detail report lists all claims detail for the specified group
- Summary report identifies procedure code category, lists total number of procedures done, including dollar amounts and percentages and gives total for in and out of network services

Samples of SafeGuard's standard reports are included with the submission.



**Travis County  
SafeGuard Dental HMO Network**

Last Name	First Name	MI	Facility Name	Address	City	State	Zip	County	Phone
Doughty	Michael	B	Austin Endodontics L L P	1705 Capital of Tx Hwy S # 30	Austin	TX	78746	Travis	(512) 327-0740
Gallan	Erik	J	Austin Endodontics L L P	1705 Capital of Tx Hwy S # 30	Austin	TX	78746	Travis	(512) 327-0740
Galvan Jr	Robert	R	Austin Endodontics L L P	1705 Capital of Tx Hwy S # 30	Austin	TX	78746	Travis	(512) 327-0740
Alicea Rodri	Tomas		Omni Dental Group	11130 Jollyville Rd # 1500	Austin	TX	78759	Travis	(512) 346-8424
Amsili	Gloria	M	Omni Dental Group	1110 W William Cannon # 401	Austin	TX	78745	Travis	(512) 445-5811
Amsill	Marc		Omni Dental Group	1110 W William Cannon # 401	Austin	TX	78745	Travis	(512) 445-5811
Amsill	Marc		Omni Dental Group	11130 Jollyville Rd # 1500	Austin	TX	78759	Travis	(512) 346-8424
Amsill	Marc		Omni Dental Group	12335 Hymeadow # 250	Austin	TX	78750	Travis	(512) 250-5012
Berry	Scott	C	Castle Dental - Hancock	1000 E 41st St # 230	Austin	TX	78751	Travis	(512) 458-3600
Bonilla	Winnelle		River City Dental Managemen	1221 W Ben White Blvd # 112	Austin	TX	78704	Travis	(512) 326-2066
Chen	Lin Sheng		Castle Dental - Colonnade	9025 Research Blvd # 250	Austin	TX	78758	Travis	(512) 836-7576
Chen	Lin Sheng		Castle Dental - Hancock	1000 E 41st St # 230	Austin	TX	78751	Travis	(512) 458-3600
Chen	Lin Sheng		Castle Dental - Galleria	13376 Research Blvd # 200	Austin	TX	78750	Travis	(512) 335-5566
Cordera	James	T	James Cardera DDS	8229 Shoal Creek Blvd # 109	Austin	TX	78757	Travis	(512) 478-4653
Escobar	Sergio		Rose Dental Group - Angus	11615 Angus Rd # 210	Austin	TX	78759	Travis	(512) 795-9643
Espinosa	Ana	M	Rose Dental Group - Angus	11615 Angus Rd # 210	Austin	TX	78759	Travis	(512) 795-9643
Huang	Andy	K	Castle Dental - Colonnade	9025 Research Blvd # 250	Austin	TX	78758	Travis	(512) 836-7576
Keelin	Byron	K	Castle Dental - Colonnade	9025 Research Blvd # 250	Austin	TX	78758	Travis	(512) 836-7576
Kelly	Ernest	M	Rose Dental Group - South	6211 W William Cannon Dr #	Austin	TX	78749	Travis	(512) 288-4447
Koch	Anne	J	Castle Dental - Barton Creek	2901 S Capital of Texas Hwy #	Austin	TX	78746	Travis	(512) 328-4867
Kritsanachai	Karin		River City Dental Managemen	1221 W Ben White Blvd # 112	Austin	TX	78704	Travis	(512) 326-2066
Kunze	Randy	J	Rose Dental Group - South	6211 W William Cannon Dr #	Austin	TX	78749	Travis	(512) 288-4447
Le	Jan Dung		Castle Dental - Barton Creek	2901 S Capital of Texas Hwy #	Austin	TX	78746	Travis	(512) 328-4867
Lewis	Michael	A	Rose Dental Group - Angus	11615 Angus Rd # 210	Austin	TX	78759	Travis	(512) 795-9643
Mueller	Kenneth	R	Rose Dental Group - South	6211 W William Cannon Dr #	Austin	TX	78749	Travis	(512) 288-4447
Nguyen	Toan	M	Castle Dental - South I H 35	5510 S Interstate H-35 # E 300	Austin	TX	78745	Travis	(512) 326-4510
Nguyen Phu	Hap	V	Castle Dental - Galleria	13376 Research Blvd # 200	Austin	TX	78750	Travis	(512) 335-5566
Novak	Jeffrey	M	Omni Dental Group	1110 W William Cannon # 401	Austin	TX	78745	Travis	(512) 445-5811
Ortiz Guiles	Luis	E	Omni Dental Group	12335 Hymeadow # 250	Austin	TX	78750	Travis	(512) 250-5012
Pasala	Mamatha		Castle Dental - Southwest	4534 Westgate Blvd # 200	Austin	TX	78745	Travis	(512) 892-5988
Potts	Jamie	L	Castle Dental - Galleria	13376 Research Blvd # 200	Austin	TX	78750	Travis	(512) 335-5566
Samani	Fatemeh		Advanced Smile Center	3407 Wells Branch Pkwy # 700	Austin	TX	78728	Travis	(512) 244-7677
Sarradet	Rollin	D	Rose Dental Group - South	6211 W William Cannon Dr #	Austin	TX	78749	Travis	(512) 288-4447
Shelton	Travis	W	Rose Dental Group - Angus	11615 Angus Rd # 210	Austin	TX	78759	Travis	(512) 795-9643
Temesgen	Netsanet	C	Omni Dental Group	12335 Hymeadow # 250	Austin	TX	78750	Travis	(512) 250-5012
Temesgen	Netsanet	C	Premier Family Dental	2200 Park Bend Dr Bldg 1 # 20	Austin	TX	78758	Travis	(512) 832-5400

Last Name	First Name	MI	Facility Name	Address	City	State	Zip	County	Phone
Vallabh	Jyoti	R	River City Dental Management	1221 W Ben White Blvd # 112	Austin	TX	78704	Travis	(512) 326-2066
Zayed	Fakert	F	Castle Dental - Barton Creek	2901 S Capital of Texas Hwy #	Austin	TX	78746	Travis	(512) 328-4867
Briggs	Michaelamr		Rose Dental Group - Angus	11615 Angus Rd # 210	Austin	TX	78759	Travis	(512) 795-9643
Burroughs	Gregory	N	Austin Oral & Maxillofacial Sur	7800 Mopac # 270	Austin	TX	78759	Travis	(512) 346-7949
Cain	William	C	Austin Oral and Maxillofacial	711 W 38th # A-1	Austin	TX	78705	Travis	(512) 454-6725
Cunningham	Barry	D	Austin Oral & Maxillofacial Sur	12416 Hymeadow Dr # 100	Austin	TX	78750	Travis	(512) 258-3764
Horne	Ronald	D	Ronald Horne DDS	4306 Medical Pkwy # 2	Austin	TX	78756	Travis	(512) 454-6744
Marcantoni	Henry	W	Salute Oral and Facial Surgen	10801 N Mopac Expy Blvd Bid	Austin	TX	78759	Travis	(512) 372-6230
Theriot	Brad	A	Austin Oral & Maxillofacial Sur	2312 Western Trails # 104	Austin	TX	78745	Travis	(512) 447-6684
DeLane	Kevin	R	Longhorn Dental	4407 Bee Caves Rd # 302	Austin	TX	78746	Travis	(512) 329-5739
Hodgkins	Dudley	M	Dudley M Hodgkins DDS	3901 S Lamar Blvd # 420	Austin	TX	78704	Travis	(512) 445-3355
Zreik	Ziad		Longhorn Dental	4407 Bee Caves Rd # 302	Austin	TX	78746	Travis	(512) 329-5739
Babat	Melanie	B	Melanie Babat DDS Ms	7225 Hwy 71 W # C	Austin	TX	78735	Travis	(512) 288-0522
Fuseller	Mary	S	Melanie Babat DDS Ms	7225 Hwy 71 W # C	Austin	TX	78735	Travis	(512) 288-0522
Mendoza	Maria	J	Austin Childrens Dentistry	12501 Hymeadow Dr # 1 A	Austin	TX	78750	Travis	(512) 682-5437
Updyke	John	R	Austin Childrens Dentistry	12501 Hymeadow Dr # 1 A	Austin	TX	78750	Travis	(512) 682-5437
Farnie	John	E	John E Farnie DDS	4029 S Capital of Texas Hwy #	Austin	TX	78704	Travis	(512) 445-5866
Spencer Jr	George	P	G Phillip Spencer Jr DDS	8200 N Mopac Expy # 120	Austin	TX	78759	Travis	(512) 346-2490
Briggs	Michaelamr		San Gabriel Oral Surgery	701 San Gabriel Village Blvd	Georgett	TX	78626	Williams	(512) 868-2233
Nakashima	Grant		San Gabriel Oral Surgery	701 San Gabriel Village Blvd	Georgett	TX	78626	Williams	(512) 868-2233
Barr	Gary	S	Gary S Barr DMD	705 Londo St # E	New Brau	TX	78130	Guadal	(210) 625-6914
Castillo	Edariz	R	Rose Dental Group - Round Roc	1893 N IH 35 # 200	Round Roc	TX	78664	Williams	(512) 310-9374
Castilla	Edariz	R	Rose Dental Group - Round Roc	1893 N IH 35 # 200	Round Roc	TX	78664	Williams	(512) 310-9374
Chapple	Howard	H	Rose Dental Group - Round Roc	1893 N IH 35 # 200	Round Roc	TX	78664	Williams	(512) 310-9374
Chapple	Howard	H	Rose Dental Group - Round Roc	1893 N IH 35 # 200	Round Roc	TX	78664	Williams	(512) 310-9374
Callard	Stephen	M	Castle Dental - Round Rock	117 Louis Henna Blvd # B 230	Round Roc	TX	78664	Williams	(512) 238-7449
Kistenmacher	Brian	J	Rose Dental Group - Round Roc	1893 N IH 35 # 200	Round Roc	TX	78664	Williams	(512) 310-9374
Kistenmacher	Brian	J	Rose Dental Group - Round Roc	1893 N IH 35 # 200	Round Roc	TX	78664	Williams	(512) 310-9374
Pham	Phuong	M	Castle Dental - Round Rock	117 Louis Henna Blvd # B 230	Round Roc	TX	78664	Williams	(512) 238-7449
Raesz	Kathy	L	Rose Dental Group - Round Roc	1893 N IH 35 # 200	Round Roc	TX	78664	Williams	(512) 310-9374
Raesz	Kathy	L	Rose Dental Group - Round Roc	1893 N IH 35 # 200	Round Roc	TX	78664	Williams	(512) 310-9374
Sarradet	Rollin	D	Rose Dental Group - Round Roc	1893 N IH 35 # 200	Round Roc	TX	78664	Williams	(512) 310-9374
Sarradet	Rollin	D	Rose Dental Group - Round Roc	1893 N IH 35 # 200	Round Roc	TX	78664	Williams	(512) 310-9374
Nakashima	Grant		Rose Dental Group - Round Roc	1893 N IH 35 # 200	Round Roc	TX	78664	Williams	(512) 310-9374
Nakashima	Grant		Rose Dental Group - Round Roc	1893 N IH 35 # 200	Round Roc	TX	78664	Williams	(512) 310-9374
Barnett	Ronald	C	Ronald C Barnett DDS	1200 Palm Valley Blvd	Round Roc	TX	78664	Williams	(512) 343-0062
DeLane	Kevin	R	Orthodontic Speciality Group	16000 Park Valley Dr # 100	Round Roc	TX	78681	Williams	(512) 733-8308
Zreik	Ziad		Orthodontic Speciality Group	16000 Park Valley Dr # 100	Round Roc	TX	78681	Williams	(512) 733-8308



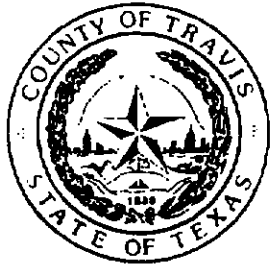
Last Name	First Name	MI	Facility Name	Address	City	State	Zip	County	Phone
Mendoza	Maria	I	Austin Childrens Dentistry	1516 Palm Valley Blvd # C 1	Round Rd TX	TX	78664	Williams	(512) 255-1900
Updyke	John	R	Austin Childrens Dentistry	1516 Palm Valley Blvd # C 1	Round Rd TX	TX	78664	Williams	(512) 255-1900
Cecic	Peter	A	Seville Park Endodontics PLL	8211 Fredricksburg Rd	San Anta TX	TX	78229	Bexar	(210) 617-5536
Ingram III	Timothy	A	Seville Park Endodontics PLL	8211 Fredricksburg Rd	San Anta TX	TX	78229	Bexar	(210) 617-5536
Abate	Curtis	G	Castle Dental - Culebra	2027 Culebra Rd	San Anta TX	TX	78201	Bexar	(210) 736-4639
Allen	Thomas	J	Thomas J Allen DDS Pc	711 Kirk Pl	San Anta TX	TX	78226	Bexar	(210) 224-6554
Bates	Michael	J	Castle Dental - Arbor Park	17700 Highway 281 N # 320	San Anta TX	TX	8E+08	Bexar	(210) 495-6255
Berg	Malcolm	R	Highland Family Dentistry	3630 SE Military Dr # 114	San Anta TX	TX	78223	Bexar	(210) 337-6834
Brandon Jr	Roger	D	Lee Dental Centers	6527 S W Military Dr	San Anta TX	TX	78227	Bexar	(210) 681-5555
Broaddus	Luther	L	Luther Broaddus DDS	4402 Vance Jackson Rd # 214	San Anta TX	TX	78230	Bexar	(210) 342-3256
Christal	Tonya		Lee Dental Centers	6336 Bandera Rd	San Anta TX	TX	78238	Bexar	(210) 681-5555
Clark Hagy	Donna	J	Comprehensive Dental Servs	2810 Nacogdoches	San Anta TX	TX	78217	Bexar	(210) 828-9644
Clark Hagy	Donna	J	Comprehensive Dental	2902 S New Braunfels	San Anta TX	TX	78210	Bexar	(210) 534-3501
Corales	Della	M	Corales Dental Office	105 Drake	San Anta TX	TX	78204	Bexar	(210) 224-0888
Cuevas	Simona		Institute of Esthetic Dentistry	4455 Medical Dr	San Anta TX	TX	78229	Bexar	(210) 692-0153
Davis	Cheryl	E	Cheryl E Davis DMD	210 Chestnut St	San Anta TX	TX	78202	Bexar	(210) 212-8707
De la Garza	Andrew		Andrew de la Garza Jr DDS PA	315 N San Saba # 925	San Anta TX	TX	78207	Bexar	(210) 227-1991
Dekoch	Dirk	P	Dirk P Dekoch DDS	6714 N New Braunfels Ave	San Anta TX	TX	78209	Bexar	(210) 824-3243
Dotson	Kara		Monarch Dental - Stone Oak	18850 Stone Oak Pkwy	San Anta TX	TX	78258	Bexar	(210) 499-0303
Dotson	Kara		Monarch Dental - Village	8502 Village Dr	San Anta TX	TX	78217	Bexar	(210) 653-7474
Farhangi	Farahmand		Castle Dental - South	1202 S W Military Dr	San Anta TX	TX	78221	Bexar	(210) 928-7751
Fazely	Sayed	M	Family Dental Clinic	3728 N W Loop 410	San Anta TX	TX	78229	Bexar	(210) 737-3368
Fazely	Sayed	M	Family Dental Clinic	6806 Military Dr W	San Anta TX	TX	78227	Bexar	(210) 670-0100
Garcia	Tamara	L	Castle Dental - Arbor Park	17700 Highway 281 N # 320	San Anta TX	TX	8E+08	Bexar	(210) 495-6255
Garcia	Tamara	L	Monarch Dental - W Commerce	4871 W Commerce St	San Anta TX	TX	8E+08	Bexar	(210) 433-1400
Garcia	Tracie	N	Castle Dental - Rolling Oaks	6909 N Loop 1604 E # 1010	San Anta TX	TX	78247	Bexar	(210) 653-4867
Ghayyath	Aref	A	Castle Dental - Culebra	2027 Culebra Rd	San Anta TX	TX	78201	Bexar	(210) 736-4639
Greve	Robert	C	Castle Dental - Arbor Park	17700 Highway 281 N # 320	San Anta TX	TX	8E+08	Bexar	(210) 495-6255
Creve	Robert	C	Castle Dental - Mc Creless	3800 S New Braunfels Ave # 114	San Anta TX	TX	8E+08	Bexar	(210) 533-9900
Harmison	Elmer	D	E Dean Harmison DDS	8237 Fredericksburg Rd	San Anta TX	TX	78229	Bexar	(210) 696-3231
Higgins	Nick	M	Castle Dental - Fredericksburg	4315 Fredericksburg Rd	San Anta TX	TX	78201	Bexar	(210) 736-4692
Higgins	Nick	M	Castle Dental - South	1202 S W Military Dr	San Anta TX	TX	78221	Bexar	(210) 928-7751
Higgins	Nick	M	Castle Dental - Mc Creless	3800 S New Braunfels Ave # 114	San Anta TX	TX	8E+08	Bexar	(210) 533-9900
Higgins	Nick	M	Castle Dental - Culebra	2027 Culebra Rd	San Anta TX	TX	78201	Bexar	(210) 736-4639
Hines Caesa	Vilma		Castle Dental - Mc Creless	3800 S New Braunfels Ave # 114	San Anta TX	TX	8E+08	Bexar	(210) 533-9900
Hoffman	Terry	L	Castle Dental - Culebra	2027 Culebra Rd	San Anta TX	TX	78201	Bexar	(210) 736-4639
Hunt	Jason	F	Castle Dental - Swans Landing	4158 Swans Landing	San Anta TX	TX	78217	Bexar	(210) 590-4867
Hunt	Jason	F	Castle Dental - Bandera	5983 Bandera Rd	San Anta TX	TX	78238	Bexar	(210) 520-4867

Last Name	First Name	MI	Facility Name	Address	City	State	Zip	County	Phone
Hunt	Jason	F	Castle Dental - Rolling Oaks	6909 N Loop 1604 E # 1010	San Antonio	TX	78247	Bexar	(210) 653-4867
Jacobs	Jeffrey		Castle Dental - Swans Landing	4158 Swans Landing	San Antonio	TX	78217	Bexar	(210) 590-4867
Johnson	Eric	A	Eric A Johnson DDS	13487 Blanco Rd	San Antonio	TX	78216	Bexar	(210) 492-0631
Lambert	Joel	R	Castle Dental - Rolling Oaks	6909 N Loop 1604 E # 1010	San Antonio	TX	78247	Bexar	(210) 653-4867
Lambert	Joel	R	Castle Dental - Swans Landing	4158 Swans Landing	San Antonio	TX	78217	Bexar	(210) 590-4867
Lee	Robert	T	Lee Dental Centers	8340 Pat Booker Rd	San Antonio	TX	78233	Bexar	(210) 681-5555
Lee	Robert	T	Lee Dental Centers	6336 Bandera Rd	San Antonio	TX	78238	Bexar	(210) 681-5555
Lee	Robert	T	Lee Dental Centers	6527 S W Military Dr	San Antonio	TX	78227	Bexar	(210) 681-5555
Lee	Robert	T	Lee Dental Centers	4135 East S Cross	San Antonio	TX	78222	Bexar	(210) 681-5555
Lee	Robert	T	Lee Dental Centers	12175 Nacogdoches	San Antonio	TX	78217	Bexar	(210) 681-5555
Milchell	Anthony	J	Comprehensive Dental	2902 S New Braunfels	San Antonio	TX	78210	Bexar	(210) 534-3501
Mitchell	Anthony	J	Comprehensive Dental Service	2810 Nacogdoches	San Antonio	TX	78217	Bexar	(210) 828-9644
Montemayo	Guadalupe		Andrew de la Garza Jr DDS P	315 N San Saba # 925	San Antonio	TX	78207	Bexar	(210) 227-1991
Moreno	Michele	M	Castle Dental - South	1202 S W Military Dr	San Antonio	TX	78221	Bexar	(210) 928-7751
Moreno	Michele	M	Castle Dental - Culebra	2027 Culebra Rd	San Antonio	TX	78201	Bexar	(210) 736-4639
Nesting	Henry	M	Henry Mc Donald Nesting DDS	4963 Dezavala Rd	San Antonio	TX	78249	Bexar	(210) 699-9761
Pannebaker	William	D	Castle Dental - Fredericksburg	4315 Fredericksburg Rd	San Antonio	TX	78201	Bexar	(210) 736-4692
Park	Jacob	G	Jacob G Park DDS	7434 Louis Pasteur Dr # 303	San Antonio	TX	78229	Bexar	(210) 615-7224
Pena	Alfred		Alfred Pena DDS	4438 Culebra Rd # 3	San Antonio	TX	78228	Bexar	(210) 436-0402
Perez Jr	Jesus		Pan Am Dental	600 Division Ave # A	San Antonio	TX	78214	Bexar	(210) 924-7277
Ramirez	Lorenzo		Pan Am Dental	600 Division Ave # A	San Antonio	TX	78214	Bexar	(210) 924-7277
Richter Jr	Charles	C	Charles Richter Jr DDS	405 N St Marys St # 130	San Antonio	TX	78205	Bexar	(210) 222-8260
Rodriguez	Robert	L	Robert L Rodriguez DDS	2803 Moss Rock # 202	San Antonio	TX	78230	Bexar	(210) 341-6824
Sanchez	Steven	M	Steven M Sanchez DDS	1730 S W Military Dr # 102	San Antonio	TX	78221	Bexar	(210) 922-0600
Sarkis	Antoine		Castle Dental - Bandera	5983 Bandera Rd	San Antonio	TX	78238	Bexar	(210) 520-4867
Sheridan Jr	Paul	H	Lee Dental Centers	12175 Nacogdoches	San Antonio	TX	78217	Bexar	(210) 681-5555
Shrestha	Sarmila		Castle Dental - Arbor Park	1700 Highway 281 N # 320	San Antonio	TX	8E+08	Bexar	(210) 495-6255
Teitz	Philip	L	Castle Dental - Bandera	5983 Bandera Rd	San Antonio	TX	78238	Bexar	(210) 520-4867
Thompson	Charles	E	Castle Dental - Culebra	2027 Culebra Rd	San Antonio	TX	78201	Bexar	(210) 736-4639
Thompson	Charles	E	Castle Dental - Rolling Oaks	6909 N Loop 1604 E # 1010	San Antonio	TX	78247	Bexar	(210) 653-4867
Thompson	Charles	E	Castle Dental - Mc Creless	3800 S New Braunfels Ave # 10	San Antonio	TX	8E+08	Bexar	(210) 533-9900
Thompson	Charles	E	Castle Dental - Swans Landing	4158 Swans Landing	San Antonio	TX	78217	Bexar	(210) 590-4867
Thompson	Charles	F	Castle Dental - Fredericksburg	4315 Fredericksburg Rd	San Antonio	TX	78201	Bexar	(210) 736-4692
Thompson	Charles	E	Castle Dental - Arbor Park	1700 Highway 281 N # 320	San Antonio	TX	8E+08	Bexar	(210) 495-6255
Thompson	Charles	F	Castle Dental - South	1202 S W Military Dr	San Antonio	TX	78221	Bexar	(210) 928-7751
Thompson	Charles	E	Castle Dental - Bandera	5983 Bandera Rd	San Antonio	TX	78238	Bexar	(210) 520-4867
Tice	Diane	E	Castle Dental - Swans Landing	4158 Swans Landing	San Antonio	TX	78217	Bexar	(210) 590-4867
Tucker	Jess	E	Castle Dental - Rolling Oaks	6909 N Loop 1604 E # 1010	San Antonio	TX	78247	Bexar	(210) 653-4867

Last Name	First Name	MI	Facility Name	Address	City	State	Zip	County	Phone
Tucker	Jess	E	Castle Dental - Mc Creless	3800 S New Braunfels Ave # 11	San Anto TX	TX	78238	Bexar	(210) 533-9900
Tucker	Jess	E	Castle Dental - Bandera	5983 Bandera Rd	San Anto TX	TX	78238	Bexar	(210) 520-4867
Tucker	Jess	E	Castle Dental - Swans Landing	4158 Swans Landing	San Anto TX	TX	78217	Bexar	(210) 590-4867
Tucker	Jess	E	Castle Dental - South	1202 S W Military Dr	San Anto TX	TX	78221	Bexar	(210) 928-7751
Tucker	Jess	E	Castle Dental - Fredericksburg	4315 Fredericksburg Rd	San Anto TX	TX	78201	Bexar	(210) 736-4692
Tucker	Jess	E	Castle Dental - Culebra	2027 Culebra Rd	San Anto TX	TX	78201	Bexar	(210) 736-4639
Tucker	Jess	E	Castle Dental - Arbor Park	17700 Highway 281 N # 320	San Anto TX	TX	78233	Bexar	(210) 495-6255
Yun	Sang	S	Lee Dental Centers	8340 Pat Booker Rd	San Anto TX	TX	78233	Bexar	(210) 681-5555
Albright	Steven	C	Steven C. Albright DDS PA	15600 San Pedro # 107	San Anto TX	TX	78232	Bexar	(210) 490-4044
Casillas	Michael	A	Thornton and Pool DDS Inc	6501 Blanco Rd	San Anto TX	TX	78216	Bexar	(210) 341-7264
Coleman III	James	P	Oral & Maxillofacial Surgery	3338 Oakwell Court # 204	San Anto TX	TX	78218	Bexar	(210) 656-3301
Hernandez	Arthur	J	Arthur J Hernandez DDS PA	1202 W Bifters Blag 5	San Anto TX	TX	78216	Bexar	(210) 408-7182
Medley	Christopher	C	Monarch Dental - South	1218 S W Military	San Anto TX	TX	78221	Bexar	(210) 927-1000
Pool	Jack	W	Thornton and Pool DDS Inc	6501 Blanco Rd	San Anto TX	TX	78216	Bexar	(210) 341-7264
Pool	Jack	W	Thornton and Pool DDS Inc	3329 Wurzbach Rd	San Anto TX	TX	78238	Bexar	(210) 684-4324
Randolph	Gregory	D	Gregory D Randolph DDS	7300 Blanco Rd # 100	San Anto TX	TX	78216	Bexar	(210) 344-9898
Robertson	Odes	B	Monarch Dental - Stone Oak	18850 Stone Oak Pkwy	San Anto TX	TX	78258	Bexar	(210) 499-0303
Robertson	Odes	B	Castle Dental - Culebra	2027 Culebra Rd	San Anto TX	TX	78201	Bexar	(210) 499-0303
Robertson	Odes	B	Monarch Dental - Culebra	7860 Culebra Rd	San Anto TX	TX	78201	Bexar	(210) 647-3151
Robertson	Odes	B	Monarch Dental - Bandera Oaks	11398 Bandera Rd # 106	San Anto TX	TX	78250	Bexar	(210) 543-8900
Robertson	Odes	B	Castle Dental - Rolling Oaks	6909 N Loop 1604 E # 1010	San Anto TX	TX	78247	Bexar	(210) 653-4867
Robertson	Odes	B	Castle Dental - South	1202 S W Military Dr	San Anto TX	TX	78221	Bexar	(210) 928-7751
Robertson	Odes	B	Castle Dental - Fredericksburg	4315 Fredericksburg Rd	San Anto TX	TX	78201	Bexar	(210) 499-0303
Robertson	Odes	B	Castle Dental - Arbor Park	17700 U S Hwy 281 N # 320	San Anto TX	TX	78232	Bexar	(210) 495-6255
Robertson	Odes	B	Monarch Dental - Patranco	430 W Loop 1604 N # 109	San Anto TX	TX	78251	Bexar	(210) 647-7447
Test III	Donald	N	Donald Test III DDS	2803 Mosrock # 102	San Anto TX	TX	78230	Bexar	(210) 349-3161
Thornton	William	F	Thornton and Pool DDS Inc	3329 Wurzbach Rd	San Anto TX	TX	78238	Bexar	(210) 684-4324
Thornton	William	E	Thornton and Pool DDS Inc	6501 Blanco Rd	San Anto TX	TX	78216	Bexar	(210) 341-7264
Wert	Jeffrey	S	Oral & Maxillofacial Surgery	3338 Oakwell Court # 204	San Anto TX	TX	78218	Bexar	(210) 656-3301
Young III	John	D	John D Young DDS	2829 Babcock Rd # 126	San Anto TX	TX	78229	Bexar	(210) 692-9556
Atique	Maria	I	Monarch Dental - Village	8502 Village Dr	San Anto TX	TX	78217	Bexar	(210) 653-7474
Atique	Maria	I	Monarch Dental - W Commerce	4871 W Commerce St	San Anto TX	TX	78211	Bexar	(210) 433-1400
Avery	Alan	R	Alan R Avery DDS Inc	3315 SW Military Dr # 104	San Anto TX	TX	78211	Bexar	(210) 533-5766
Crevoisier	Ralph	A	Ralph A Crevoisier DDS	8110 Windway	San Anto TX	TX	78239	Bexar	(210) 690-0661
Eastin	Chester	D	Chester D Eastin DDS	3706 S WW White Rd	San Anto TX	TX	78222	Bexar	(210) 648-3211
Froemming	Gerald	L	Gerald Froemming DDS	6436 Bandera Rd	San Anto TX	TX	78238	Bexar	(210) 681-8340
Fulk	Lori	A	Monarch Dental - Bandera Oaks	11398 Bandera Rd # 106	San Anto TX	TX	78250	Bexar	(210) 543-8900
Fulk	Lori	A	Castle Dental - Culebra	2027 Culebra Rd	San Anto TX	TX	78201	Bexar	(210) 736-4639

First Name	First Name MI	Facility Name	Address	City	State	Zip	County	Phone
Gonzalez		Roy R Gonzalez Jr DDS	1100 NW Loop 410 # 560	San Antonio	TX	78213	Bexar	(210) 344-9295
Gonzalez		Roy R Gonzalez Jr DDS	3329 Wurzbach	San Antonio	TX	78238	Bexar	(210) 684-4324
Jackson	B	Castle Dental - Swans Landing	4158 Swans Landing	San Antonio	TX	78217	Bexar	(210) 590-4867
Jackson	B	Castle Dental - Bandera	5983 Bandera Rd	San Antonio	TX	78238	Bexar	(210) 520-4867
Kuhlman	A	Monarch Dental - Bandera O	11398 Bandera Rd # 106	San Antonio	TX	78250	Bexar	(210) 543-8900
Kuhlman	A	Castle Dental - Swans Landing	4158 Swans Landing	San Antonio	TX	78217	Bexar	(210) 590-4867
Kuhlman	A	Monarch Dental - Potranco	430 W Loop 1604 N # 109	San Antonio	TX	78251	Bexar	(210) 647-7447
Luecke III	E	Percy Edgar Luecke III DDS	4902 Golden Quail # 100	San Antonio	TX	78240	Bexar	(210) 690-0662
Malone	T	M & M Orthodontics PA	4939 De Zavala Rd # 102	San Antonio	TX	78249	Bexar	(210) 696-3001
Malone	T	M & M Orthodontics PA	9530 Potranco Rd	San Antonio	TX	78251	Bexar	(210) 670-9000
Malone	T	M&M Orthodontics PA	6735 FM 78 # 106	San Antonio	TX	78244	Bexar	(210) 667-2929
Malone		M & M Orthodontics PA	9530 Potranco Rd	San Antonio	TX	78251	Bexar	(210) 670-9000
Malone		M&M Orthodontics PA	6735 FM 78 # 106	San Antonio	TX	78244	Bexar	(210) 667-2929
Migliore		Patrick Migliore DDS Ms	1202 E Sonterra Blvd # 702	San Antonio	TX	78258	Bexar	(210) 340-0995
Moore	H	Monarch Dental - Culebra	7860 Culebra Rd	San Antonio	TX	8E+08	Bexar	(210) 647-3151
Peavy Jr	C	Dan C Peavy DDS	100 W Olmos # 103	San Antonio	TX	78212	Bexar	(210) 826-3201
Terhune	F	San Antonio Orthodontists Spe	5720 Bandera Rd # 22	San Antonio	TX	78238	Bexar	(210) 521-6332
Tiller	A	Thomas A Tiller DDS MS PA	315 San Saba # 202	San Antonio	TX	78207	Bexar	(210) 354-3131
Toupal	L	Richard Toupal DDS	7230 Briar Pl	San Antonio	TX	78221	Bexar	(210) 921-9191
Hernandez		Lee Dental Center	6336 Bandera	San Antonio	TX	78238	Bexar	(210) 681-5555
Marcusham		Kids Smile	315 N San Saba # 1220	San Antonio	TX	78207	Bexar	(210) 225-8888
Steinhauer	D	William D Steinhauer DDS	803 Castrovilla Rd # 304	San Antonio	TX	78237	Bexar	(210) 432-1510
Beck	W	Brian Beck DDS	15321 San Pedro # 102	San Antonio	TX	78232	Bexar	(210) 654-7878
Beck	W	South Texas Periodontal Assoc	6502 Bandera Rd # 102	San Antonio	TX	78238	Bexar	(210) 680-0706
Craemer	M	Castle Dental - Arbor Park	17700 U S Hwy 281 N # 320	San Antonio	TX	78232	Bexar	(210) 495-6255
Craemer	M	Monarch Dental - Fredericksburg	4400 Fredericksburg Rd # 103	San Antonio	TX	78201	Bexar	(210) 734-9551
Craemer	M	Castle Dental - Mc Creless	3800 S New Braunfels Ave # 10	San Antonio	TX	8E+08	Bexar	(210) 533-9900
Craemer	M	Castle Dental - Culebra	2027 Culebra Rd	San Antonio	TX	78201	Bexar	(210) 499-0303
Craemer	M	Monarch Dental - W Commerce	4871 W Commerce St	San Antonio	TX	8E+08	Bexar	(210) 433-1400
Craemer	M	Castle Dental - Bandera	5983 Bandera Rd	San Antonio	TX	78238	Bexar	(210) 520-4867
Craemer	M	Monarch Dental - Village	8502 Village Dr	San Antonio	TX	78217	Bexar	(210) 653-7474
Craemer	M	Castle Dental - Rolling Oaks	6909 N Loop 1604 E # 1010	San Antonio	TX	78247	Bexar	(210) 653-4867
Craemer	M	Monarch Dental - Culebra	7860 Culebra Rd	San Antonio	TX	8E+08	Bexar	(210) 647-3151
Craemer	M	Castle Dental - Fredericksburg	4315 Fredericksburg Rd	San Antonio	TX	78201	Bexar	(210) 499-0303
Craemer	M	Monarch Dental - Bandera O	11398 Bandera Rd # 106	San Antonio	TX	78250	Bexar	(210) 543-8900
Craemer	M	Monarch Dental - Stone Oak	18850 Stone Oak Pkwy	San Antonio	TX	78258	Bexar	(210) 499-0303
Crohin		Lee Dental Centers	6336 Bandera Rd	San Antonio	TX	78238	Bexar	(210) 681-5555
Diaz		Advanced Periodontics	4877 Fredericksburg Rd	San Antonio	TX	78229	Bexar	(210) 349-5553

Last Name	First Name	MI	Facility Name	Address	City	State	Zip	County	Phone
Gorday	Michael	S	Michael S Gorday DDS	1100 NW Loop 410 # 505	San Antonio	TX	78213	Bexar	(210) 341-6023
Lorenzana	Eduardo	R	Advanced Periodontics	4877 Fredricksburg Rd	San Antonio	TX	78229	Bexar	(210) 349-5553
Millett III	George	V	George V Millett III DDS	303 E Hildebrand Ave	San Antonio	TX	78212	Bexar	(210) 828-8131
DeLane	Kevin	R	Longhorn Dental	301 W Hopkins	San Marcos	TX	78666	Hays	(512) 392-2245
Zreik	Ziad		Longhorn Dental	301 W Hopkins	San Marcos	TX	78666	Hays	(512) 392-2245



**TRAVIS COUNTY PURCHASING OFFICE**

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

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

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Approved by: \_\_\_\_\_

*Cyd V. Grimes 9/25/08*

**Voting Session: Tuesday, September 30, 2008**

**REQUESTED ACTION:** APPROVE MODIFICATION NO. 10 TO CONTRACT NO. 01T0008-OJ, CERIDIAN BENEFITS SERVICES, INC., FOR THE ADMINISTRATION OF THE FLEXIBLE SPENDING ACCOUNT FOR TRAVIS COUNTY EMPLOYEES. (HRMD)

***Points of Contact:***

**Purchasing:** Oralia Jones, 854-4204

**Department:** Human Resource Management Department, Dan Mansour, 854-9499, Linda Moore-Smith, HRMD Director, Alicia Perez, Executive Manager, 854-9342

**County Attorney (when applicable):** Barbara Wilson, 954-9567

**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.

The contract provides the administration of the Flexible Spending Account (FSA) for Travis County employees. The Commissioners Court approved the contract for the Flexible Spending Account on October 11, 2000.

The modification will amend the Ceridian Benefits Services agreement to revise the Grace Period after the end of a cafeteria plan year. Flexible Spending Account expenses incurred during this Grace Period may be reimbursed from the previous plan year's FSA balance, in effect creating overlapping periods of coverage. The amendment to the agreement was submitted by the contractor and was reviewed by County Attorney Barbara Wilson.

Modification No. 9 was issued to extend the contract for twelve (12) months, through September 30, 2009. It is on the Commissioners Court agenda for action and approval on September 30, 2008.

Modification No. 8 was issued to extend the contract for twelve (12) months, through September 30, 2008. It was approved by the Commissioners Court on September 18, 2007.

Modification No. 7 was issued to extend the contract for twelve (12) months, through September 30, 2007. It was approved by the Commissioners Court on September 26, 2006.

Modification No. 6 incorporated optional services associated with a rule change, published in IRS Notice 2005-42, which permits an employer to establish a Grace Period after the end of a cafeteria plan year. This modification was approved by the Commissioners Court's on September 19, 2006.

Modification No. 5 was issued to extend the contract for twelve (12) months, through September 30, 2006. It was approved by the Commissioners Court on September 20, 2005.

Modification No. 4 was issued to extend the contract for twelve (12) months, through September 30, 2005. It was approved by the Commissioners Court on September 21, 2004.

Modification No. 3 was issued to extend the contract for twelve (12) months, through September 30, 2004. It was approved by the Commissioners Court on September 23, 2003.

Modification No. 2 was issued to extend the contract for twelve (12) months, through September 30, 2003. It was approved by the Commissioners Court on September 17, 2002.

Modification No. 1 was issued to extend the contract for twelve (12) months, through September 30, 2002. It was approved by the Commissioners Court on September 25, 2001.

➤ **Contract Expenditures:** Within the last 12 months \$41,849.60 has been spent against this contract.

➤ **Contract Modification Information:**

Modification Amount: Estimated Requirement

Modification Type: N/A

Modification Period: October 1, 2008 through September 30, 2009

➤ **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s): 001-1140-522-4701 (FY'09 budget)

Comments: Purchase Orders are issued monthly by HRMD against the contract.

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_\_\_ Not Verified \_\_\_\_\_ by Auditor.

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**MODIFICATION OF CONTRACT NUMBER: # 01T0008-OJ, Flexible Spending (Ceridian) PAGE 1 OF 2 PAGES**

ISSUED BY PURCHASING OFFICE 514 W. 11TH ST. RM 400 AUSTIN, TX 78702	PURCHASING AGENT ASST. Oralia Jones TEL. NO. (512) 854-9700 FAX NO. (512) 854-9185	DATE PREPARED  <b>September 23, 2008</b>
ISSUED TO <b>Ceridian Benefits Services, Inc. 3201 34<sup>th</sup> Street South St. Petersburg, Florida 33711-3828</b>	MODIFICATION NO  <b>10</b>	EXECUTED DATE OF ORIGINAL CONTRACT  <b>October 11, 2000</b>
ORIGINAL CONTRACT TERM DATES: <u>October 1, 2000-September 30, 2004</u>		CURRENT CONTRACT TERM DATES: <u>October 1, 2006-September 30, 2009</u>

**FOR TRAVIS COUNTY INTERNAL USE ONLY**  
Original Contract Amount \$ 25,000.00 (Est.) Current Modified Amount \$ 42,000.00 (Est.)

**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.

On October 11, 2000, Travis County ("County") and Ceridian Benefits Services, Inc. ("Ceridian") entered into a contract for the services necessary for the administration of the flexible spending account for Travis County and its eligible employees who enroll for these services (the "Agreement").

Now County and Ceridian want to amend the Agreement to revise the Grace Period after the end of a cafeteria plan year. FSA expenses incurred during this Grace Period may be reimbursed from the previous plan year's FSA balance, in effect creating overlapping periods of coverage.

County and Ceridian want to amend the Agreement to incorporate the changes as shown in this Modification 10.

**Agreement**

**1. AMENDMENT OF AGREEMENT**

1.01 Attachment A of the Agreement as amended in Modification 6 is amended on page 2 at the end of paragraph 2 Duties of Plan Sponsor by adding the following duties after subparagraph (g):

Provide information, as supplied by Ceridian, to Plan participants wit respect to the Grace Period.

**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.

CERIDIAN BENEFITS SERVICES, INC	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER
BY: _____ SIGNATURE	DATE: _____
PRINT NAME: <u>Stephane Anselmi</u> <u>Manager Implementation</u>	
TITLE: _____ ITS DULY AUTHORIZED AGENT	

TRAVIS COUNTY, TEXAS	DATE: _____
BY: <u>Cyda V. Grimes</u> CYDA GRIMES C.P.M. TRAVIS COUNTY PURCHASING AGENT	<u>9/25/08</u>

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



1.02 Attachment A of the Agreement as amended in Modification 6 is amended on page 3 at the end of paragraph 7 Liabilities and Obligations by deleting the following duty after subparagraph (c):

- (d) The Contract Administrator agrees to:
  - (i) provide a one-time reallocation of FSA expenses incurred during a Grace Period to any previous plan year balance

1.03 Attachment A of the Agreement as amended in Modification 6 is amended on page 3 at the end of paragraph 7 Liabilities and Obligations by adding the following duty after subparagraph (c):

- (ii) Provide reimbursement of FSA expenses incurred during a Grace Period, based initially on any previous plan year balance, then, after such previous plan year balance is depleted, upon any current plan year balance.

1.04 Attachment A of the Agreement as amended in Modification 6 is amended on page 3 at the end of paragraph 7 Liabilities and Obligations by adding the following duty after subparagraph (d):

- (e) If Plan Sponsor does not extend this Agreement for the Plan Year that runs concurrent with the Grace Period, Ceridian shall provide Plan Sponsor and any subsequent administrator all of the records for the Plan Year which is extended by the Grace Period that are necessary to properly administer claims received during the Grace Period in an electronic format acceptable to Plan Sponsor. If Ceridian provides these records, Ceridian is not obligated to provide Grace Period services if Ceridian is not providing Flexible Spending Administration Services with respect to both the current and previous Plan Years.

**2. Incorporation of Agreement and Effective Date** County and Ceridian hereby incorporate the Agreement as amended in Modifications 1, 2, 3, 4, 5, 6, 7, 8, and 9 into this amendment. Except for the changes made in this Amendment 10, County and Ceridian hereby ratify all of the terms and conditions of the Agreement as amended. This amendment is effective on October 1, 2008 for T-Flex Plan Year beginning on and after October 1, 2008.

Modification of Contract Number #01T0008-OJ, Mod.10

CERIDIAN CORPORATION  
 3311 East Old Shakopee Road  
 Minneapolis, Minnesota 55425-1640

AMENDMENT NUMBER:	1	TO THE AGREEMENT FOR PRODUCTS AND SERVICES	
AMENDMENT EFFECTIVE DATE:	10/01/2008	AGREEMENT EFFECTIVE DATE:	10/01/2008
Client	Travis County		
Street Address	1010 Lavaca Street P.O. Box 1748		
City	Austin	State	TX
		Zip	78767

AMENDMENT

This is an Amendment to the Agreement for Products and Services (or, if applicable the Agreement for Services)(the "Agreement") between Ceridian Benefits Services, Inc. ("Ceridian") and the Client named above ("Client").

Ceridian and Client agree that the Agreement is amended as follows:

A. The definition of Grace Period shall be:

Grace Period means a two months plus 15 days period after the last day of a Plan year, during which otherwise eligible FSA expenses may either be reimbursed with respect to when incurred or treated as having been incurred during the previous Plan year

B. The following provision shall appear as a Client's responsibility:

- Provide information, as supplied by Ceridian, to Plan participants with respect to the Grace Period.

C. The following provision shall appear as a Ceridian's responsibility:

- Provide reimbursement of FSA expenses incurred during a Grace Period based initially on any previous plan year balance, then, after such previous plan year balance is depleted, upon any current plan year balance
- Ceridian is not obligated to provide Grace Period services unless Ceridian provides it's FSA Services with respect to both the current and previous plan years.

D. Effective on the Amendment Effective Date, no fees are charged for the Grace Period Services.

Except as modified by this Amendment, all terms and conditions of the Agreement will remain in full force and effect.

CERIDIAN BENEFITS SERVICES, INC.:

CLIENT:

By		By	
Name	<i>Stephanie Mironelli</i>	Name	
Title	<i>Manager Implementation</i>	Title	
Date		Date	

PS. 3 of 3

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Travis County Commissioners Court Agenda Request

Voting Session 9/30/08  
(Date)

Work Session \_\_\_\_\_  
(Date)

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

B. Requested Text:

**Consider and take appropriate action on:**

- A. **Indemnification Agreement with Lone star Bank to fund the permanent traffic improvements on US 290 at Fitzhugh Road, in Precinct 3.**
- B. **Advanced Funding Agreement for Voluntary Transportation Improvement Projects with the State of Texas and Travis County for the permanent traffic improvements on US 290 at Fitzhugh Road, in Precinct 3.**

C. Approved by:

\_\_\_\_\_  
Commissioner Gerald Daugherty, Precinct Three

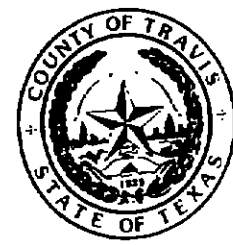
- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a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

Anna Bowlin: 854-7561

III. Required Authorizations: Please check if applicable:

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

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



## TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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411 West 13th Street  
Executive Office Building  
PO Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4649

### MEMORANDUM

September 22, 2008

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, A.I.C.P.  
Division Director, Development Services



SUBJECT: Lone Star Bank Advanced Funding Agreement and Indemnification Agreement

#### **SUMMARY AND STAFF RECOMMENDATION:**

The Lone Star Bank is building a new bank and retail center on US 290 at Fitzhugh Road. The purpose of the Advanced Funding Agreement is for signal modifications at that intersection to accommodate the development.

TxDOT has prepared an AFA for the signal modification related to the signal modifications. TxDOT does not accept fiscal directly from the development community, instead requiring the fiscal to be passed through a local jurisdiction. TxDOT requires the local jurisdiction to sign an Advanced Funding Agreement, making that jurisdiction the responsible party for the project costs. When Travis County is asked to sign an AFA, it requires the developers to sign Indemnification Agreement. The Indemnification Agreement passes the obligations and liabilities that the AFA placed on the County back to the developer. The estimated cost of this project is \$19,003. TNR staff recommends this motion.

#### **BUDGETARY AND FISCAL IMPACT:**

None.

#### **REQUIRED AUTHORIZATIONS:**

None.

#### **EXHIBITS:**

Location map, Indemnification Agreement, Advanced Funding Agreement

AMB:ab  
1105

## Indemnification Agreement

This Agreement is entered into by and between Lone Star Bank (“DEVELOPER”) and Travis County, Texas, a political subdivision of the State of Texas (“COUNTY”), hereinafter collectively referred to as the “Parties”.

WHEREAS, the DEVELOPER and the Texas Department of Transportation (“TxDOT”) have agreed to construct or install the improvements to the state highway system described in the Advanced Funding Agreement (“AFA”) between the COUNTY and TxDOT, which is attached hereto as Exhibit A and incorporated herein for all purposes (“The Project”); and

WHEREAS the DEVELOPER has agreed with TxDOT to pay all costs of the Project; and

WHEREAS, because TxDOT’s policy is to accept money for projects to improve state highways only from local governments,, the DEVELOPER has requested the COUNTY to accept payment from the DEVELOPER and pass it through to TxDOT pursuant to the AFA; and

WHEREAS, to induce the COUNTY to enter into the AFA and for other consideration, the DEVELOPER has agreed to assume the obligations and liability that TxDOT imposes on the COUNTY pursuant to the AFA;

NOW, THEREFORE, the Parties agree as follows

The DEVELOPER and the COUNTY anticipate that the COUNTY and TxDOT will enter into the AFA.

Prior to the COUNTY executing the AFA, the DEVELOPER shall:

pay the COUNTY the amount estimated by TxDOT \$ 19,003.00, and any other sums the AFA may specify as the COUNTY’s share of the projects total cost (“Estimated Costs”); and

either pay in cash, or post with the COUNTY in a form acceptable to the COUNTY a letter credit or credit for and additional amount equal to 10% of the Estimated Costs (“Fiscal Security”). The COUNTY may draw fully or partially on the Fiscal Security to satisfy any of the DEVELOPER’s obligations under this Agreement. The posting of Fiscal Security does not in any way limit the DEVELOPER’s liability or obligation under this Agreement to pay any sum in excess of the Fiscal Security.

The DEVELOPER and the COUNTY agree that, if the COUNTY and TxDOT execute an AFA on substantially the same terms as that attached here as Exhibit A, then:

The COUNTY shall pay to TxDOT the Estimated Total Cost of Project to TxDOT pursuant to the AFA; and

The DEVELOPER shall:

perform all work, mitigation, or remediation, and produce and provide to TxDOT all plans, specifications, designs, schedules, estimates, permits, approvals, clearances, maps, property descriptions, or other data, documentation or work products that TxDOT asserts that the AFA obligates the COUNTY to produce, perform or provide; and

within 10 days of a written request from the COUNTY, pay to the COUNTY all monetary sums and indemnify the COUNTY against any and all claims of whatever kind or character for which TxDOT asserts that the COUNTY is liable or obligated to pay under the AFA.

This is an unconditional agreement to indemnify the COUNTY for any liability or obligation that TxDOT asserts or imposes upon the COUNTY under the AFA. If TxDOT asserts that the COUNTY is obligated to perform an act or pay a sum under the AFA, the COUNTY shall not be required to deny, challenge, or litigate that obligation or requirement prior to imposing it upon the DEVELOPER, drawing upon the Fiscal Security, or otherwise enforcing this agreement, and the DEVELOPER may not assert the failure or refusal of the COUNTY to so deny, challenge, or litigate as a defense or condition to meeting the requirements of this Agreement.

Upon TxDOT notifying the COUNTY in writing that the project is complete and that the COUNTY has no more obligations to TxDOT under the AFA, the COUNTY shall release any remaining Fiscal Security and refund to the DEVELOPER any of the Estimated Costs or other money that TxDOT refunds to the COUNTY under the AFA

#### Miscellaneous

(a) Any notice given hereunder by any Party to another must be in writing and may be effected by personal delivery or by certified mail, return receipt requested, when mailed to the appropriate addresses specified, with copies, as noted below:

**County:** Joe Gieselman (or successor)  
Executive Manager, TNR  
PO BOX 1748  
Austin, TX 78767

**Copy to:** David Escamilla (or successor)  
Travis County Attorney  
PO BOX 1748  
Austin, TX 78767  
Attn: File No. 163.1599

**Developer:**

**Copy to:**

The Parties may change their respective address for purposes of giving notice by giving at least five days written notice of the new address to the other Party. If any date or period provided in the Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period shall be extended to the next business day.

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

(c) This Agreement contains the complete and entire Agreement between the Parties respecting the Project, and supersedes all prior negotiations, agreement, representations, and understanding, if any, between the Parties. This Agreement may not be modified, discharged, or changed except by a further written agreement, duly executed by the Parties. However, any consent, waiver, approval, or any other authorization will be effective if signed by the Party granting or making such consent, waiver, approval, or authorization.

(d) No official, representative, agent, or employee of the County has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the commissioners' court of the County.

(e) The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(f) If performance by any Party of any obligation under this Agreement is interrupted or delayed by reason of unforeseeable event beyond its control, whether such event is an act of God or the common enemy, or the result of war, riot, civil commotion, sovereign conduct other than acts of the County under this Agreement, or the act or conduct of any person or persons not a party or privy hereto, then such Party will be excused from such performance for such period of time as may be necessary after such occurrence to remedy the effects thereof.

(g) To the extent allowed by law, each Party will be responsible for, and will indemnify and hold harmless the other Parties, their officers, agents, and employees, from any and all claims, losses, damages, causes of action, lawsuits, or liability resulting from, the indemnifying Party's acts or omissions of negligence or misconduct or in breach of this Agreement, including but not limited to claims for liquidated damages, delay damages, demobilization or remobilization costs, or claims arising from inadequacies, insufficiencies, or mistakes in the plans and specifications and other work products or any other materials or services a Party provides under this Agreement. Each Party will promptly notify the others of any claim asserted by or against it for damages or other relief in connection with this Agreement.

(h) The Parties acknowledge that in the event of default or any obligation under this Agreement, remedies at law will be inadequate and that, in addition to any other remedy at law or in equity, each Party will be entitled to seek specific performance of this Agreement. The DEVELOPER agrees to pay and the COUNTY shall be entitled to recover reasonable attorney's fee and other collection costs if the COUNTY refers collection of a sum owed under or enforcement of this Agreement to an



attorney.

(i) This Agreement will be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Travis County, Texas. Any suit pursued relating to this Agreement will be filed in a court of Travis County, Texas.

(j) Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective will not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof will be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

(k) This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns. No Party may assign its rights or obligations under this Agreement without the written consent of the other Party.

(l) Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, right, or remedies under, or by reason of this agreement.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in, multiple copies, each of equal dignity, on this 15<sup>th</sup> day of 2008, 2008.

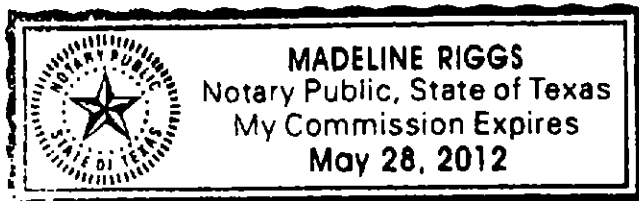
**TRAVIS COUNTY, TEXAS**

By: Samuel T. Biscoe, County Judge

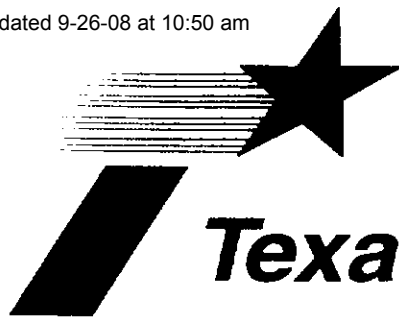
Date:

**DEVELOPER**

By: *Jane Star Bank*  
Name: *William P. Quigley*  
Title: *E.V.P. Vice P. Secy +*  
Date: *9/15/08*



*Madeline Riggs*



# Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

June 25, 2008

Travis County  
CSJ: 0914-00-258  
US 290 and Fitzhugh Road

Honorable Sam Biscoe  
Travis County Judge  
P.O. Box 1748  
Austin, Texas 78767

Dear Judge Biscoe:

Enclosed are two original Advance Funding Agreements for the above project. The project consists of a modification of the existing traffic signal at US 290 at Fitzhugh Road.

Please sign, date, and return both documents to this office for further execution. An executed original Agreement will be returned to you for your records. A check made payable to the Texas Department of Transportation Trust Fund in the amount of \$19,003.00 is due to begin work on the project.

If you have any questions or need additional information regarding this matter, please contact Mr. Thien Nguyen at (512) 832-7130.

Sincerely,

Walter G. Barfield, P.E.  
Professional Contract Services Engineer  
Austin District

Attachments

Cc: Mark Mohr, Transportation Operations, Austin District  
Patricia L. Crews-Weight, P.E., Director of Design, Austin District

RECEIVED  
COUNTY CLERK'S OFFICE  
08 JUN 27 AM 11:26

**THE STATE OF TEXAS                    §**

**THE COUNTY OF TRAVIS               §**

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY  
LOCAL GOVERNMENT CONTRIBUTIONS  
TO TRANSPORTATION IMPROVEMENT  
PROJECTS WITH NO REQUIRED MATCH**

**THIS AGREEMENT IS MADE BY AND BETWEEN** the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and Travis County, acting by and through its duly authorized officials, hereinafter called the "Local Government."

**WITNESSETH**

**WHEREAS**, Transportation Code, Chapters 201, 221, 227, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

**WHEREAS**, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

**WHEREAS**, Commission Minute Order Number 108812 authorizes the State to undertake and complete a highway improvement generally described as an intersection improvement; and,

**WHEREAS**, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as the modification of a traffic signal at US 290 at Fitzhugh Road, hereinafter called the "Project"; and,

**WHEREAS**, the State has determined that such participation is in the best interest of the citizens of the State;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

**AGREEMENT**

**Article 1. Time Period Covered**

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

**Article 2. Project Funding and Work Responsibilities**

The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract.

In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the

responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.

In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.

### **Article 3. Right of Access**

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

### **Article 4. Adjustments Outside the Project Site**

The Local Government will provide for all necessary right-of-way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

### **Article 5. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

### **Article 6. Document and Information Exchange**

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**Article 7. Interest**

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

**Article 8. Inspection and Conduct of Work**

Unless otherwise specifically stated in Attachment A, Project Budget and Description, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.

**Article 9. Increased Costs**

In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within 30 days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accord with Article 11 - Termination. If this is a fixed price agreement as specified in Attachment A, Project Budget and Description, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

**Article 10. Maintenance**

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

**Article 11. Termination**

This agreement may be terminated in the following manner:

- ◆ by mutual written agreement and consent of both parties;
- ◆ by either party upon the failure of the other party to fulfill the obligations set forth herein;
- ◆ by the State if it determines that the performance of the Project is not in the best interest of the State.

If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

- ◆ Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

**Article 12. Notices**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
<u>Travis County</u>	<u>Austin District Engineer</u>
<u>P.O. Box 1748</u>	<u>P.O. Box 15426</u>
<u>Austin, Texas 78767</u>	<u>Austin, Texas 78761-5426</u>
_____	_____

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

**Article 13. Sole Agreement**

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

**Article 14. Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

**Article 15. Amendments**

By mutual written consent of the parties, this contract may be amended prior to its expiration.

**Article 16. State Auditor**

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

**Article 17. Insurance**

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

**Article 18. Debarment**

The Local Government shall not contract with any person that: is suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal agency or that is debarred or suspended by the State.

**Article 19. Signatory Warranty**

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

**IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT** have executed duplicate counterparts to effectuate this agreement.

**THE STATE OF TEXAS**

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

By \_\_\_\_\_ Date \_\_\_\_\_  
District Engineer

**THE LOCAL GOVERNMENT**

Name of the Local Government Travis County

By \_\_\_\_\_ Date \_\_\_\_\_

Typed or Printed Name and Title \_\_\_\_\_  
\_\_\_\_\_

## ATTACHMENT A

### Payment Provision and Work Responsibilities

The Local Government will pay for the cost of the modification of traffic signal components at US 290 and Fitzhugh Road which is an on-system location. The Local Government's estimated cost is **\$19,003.00, including construction items and Direct State Costs**. The State has estimated the project to be as follows:

Description	Total Estimate Cost	Local Participation	
		%	Cost
Construction of Traffic Signal	\$18,272.00	100%	\$18,272.00
<b>Subtotal</b>	<b>\$18,272.00</b>		<b>\$18,272.00</b>
Direct State Costs (including plan review, inspection and oversight) (4%)	\$731.00	100%	\$731.00
Indirect State Costs (no local participation required except for service projects)	\$0.00	0%	\$0.00
<b>TOTAL</b>	<b>\$19,003.00</b>		<b>\$19,003.00</b>

**Direct State Cost will be based on actual charges.**

**Local Government's Participation (100%) = \$19,003.00**

It is further understood that the State will include only those items for the improvements as requested and required by the Local Government. This is an estimate only, final participation amounts will be based on actual charges to the project.



## **ATTACHMENT A**

### **Payment Provision and Work Responsibilities**

#### **1. Engineering Services**

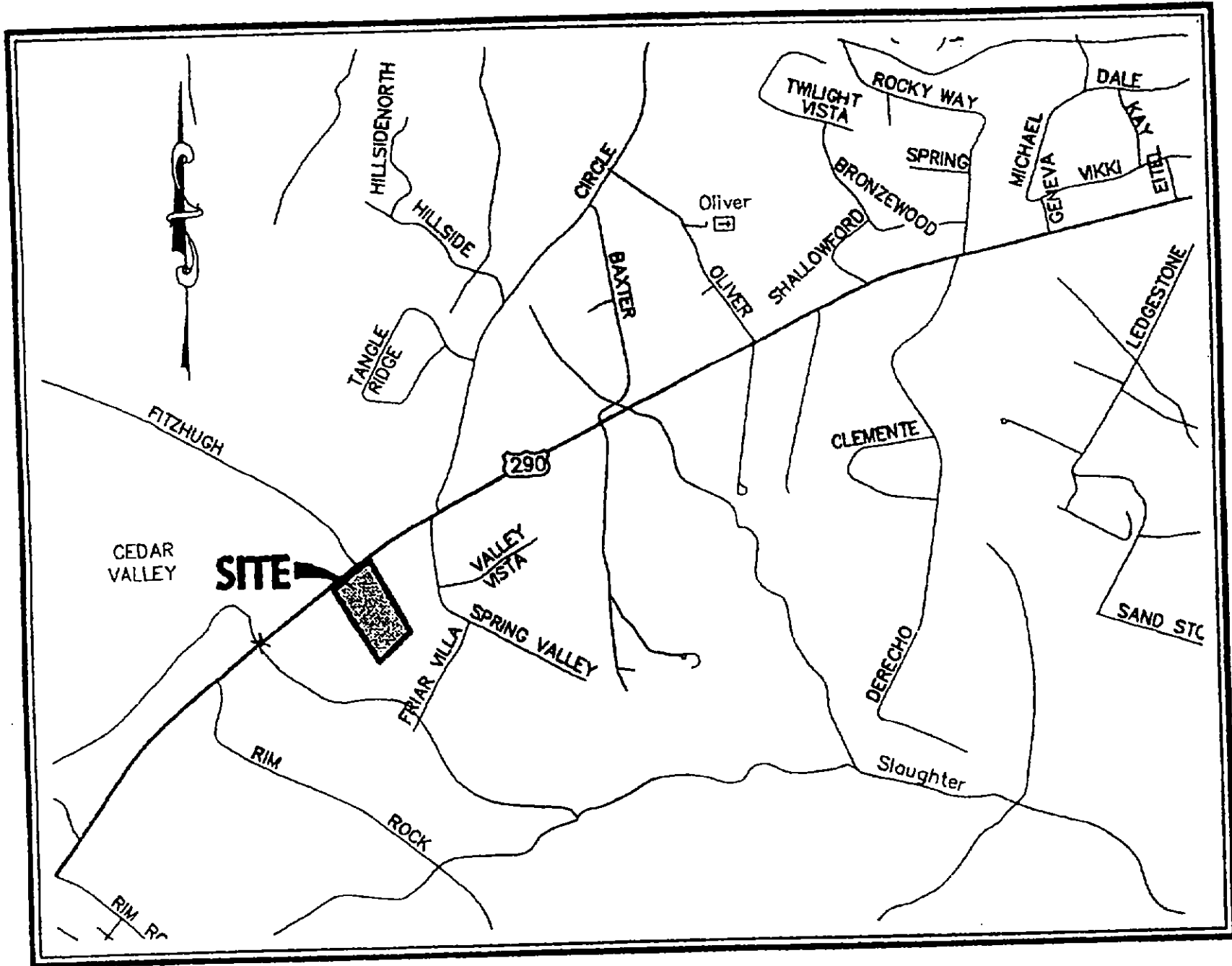
- A. The Local Government shall prepare or cause to be prepared the engineering plans, specifications, and estimates (PS&E) necessary for the development of the Project.
- B. The engineering plans shall be developed in accordance with the Texas Department of Transportation *Roadway Design Manual*, the current edition of the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* and the Texas Accessibility Standards.

#### **2. Construction Responsibilities**

- A. The construction of the modification of the signal will be performed under State project current non-site specific signal contract 0914-00-258.
- B. The State shall supervise and inspect all work performed by the contractor and provide the necessary engineering, inspection and testing services required to ensure that the construction of the Project is accomplished in accordance with approved PS&E.

# VICINITY MAP

SCALE: 1" = 2000'



Travis County Commissioners Court Agenda Request

Voting Session 9/30/08  
(Date)

Work Session \_\_\_\_\_  
(Date)

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

B. Requested Text: **Consider and take appropriate action on the approval of acceptance of dedication of street and drainage facilities for the Villages of Hidden Lake Phase 2B, Phase 3A, and Phase 4B, three subdivisions in Precinct 2.**

C. Approved by: \_\_\_\_\_  
Commissioner Sarah Eckhardt, Precinct Two

II. A. Is backup material attached\*: Yes X No \_\_\_\_\_

\*Any backup material to be presented to the court must be submitted with this Agenda Request (original and 8 copies).

B. Have the agencies affected by this request been invited to attend the Work Session?

Yes X No \_\_\_\_\_ Please list those contacted and their phone numbers:

- |                           |                              |
|---------------------------|------------------------------|
| Donald W. Ward - 854-9383 | Anna Bowlin - 854-9383       |
| David Greear - 854-9383   | Howard Herrin - 854-9383     |
| Scott Lambert - 854-9383  | Lucious Henderson - 854-9114 |

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

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

Human Resources Department (473-9165)

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

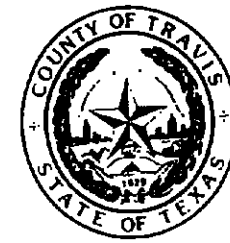
Purchasing Office (473-9700)

- \_\_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)

- \_\_\_\_\_ Contract, Agreement, Policy & Procedure

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



## TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

---

411 West 13th Street  
Executive Office Building  
PO Box 1748  
Austin, Texas 78767  
(512) 473-9383  
FAX (512) 708-4649

### MEMORANDUM

DATE: September 19, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, TNR Executive Manager

FROM: Donald W. Ward, P.E., Director, Road Maintenance and Fleet Services

SUBJECT: Acceptance of dedication of the Villages of Hidden Lake Phase 2B, Phase 3A, and Phase 4B, three subdivisions in Precinct 2

#### **A. Summary and TNR Staff Recommendation:**

These subdivisions were recorded in April 2, 2004, September 1, 2004, and December 1, 2005, respectively. These subdivisions have been inspected for conformance with approved plans and specifications as listed. There are no items on the punch lists to be corrected. The stop signs will be approved under Chapter 251 of the Texas Transportation Code. The sidewalks have been found to be in substantial compliance with the Texas Architectural Barriers Act, Article 9102, Texas Civil Statutes, by a Registered Accessibility Specialist.

The Villages of Hidden Lake Phase 2B is accessed by the Villages of Hidden Lake Phase 1 and Phase 2A, both accepted for maintenance by Travis County on April 18, 2006. The Villages of Hidden Lake Phase 3A is accessed by the Villages of Hidden Lake Phase 2A and Phase 2B. The Villages of Hidden Lake Phase 4B is accessed by the Villages of Hidden Lake Phase 3A, part of this acceptance package. This action will add 3.08 miles to the Travis County road system. TNR staff recommends approval of the proposed motion.

#### **Budgetary and Fiscal Impacts:**

There are no budgetary impacts. All fiscal posted will be released, except for un-constructed residential sidewalks.

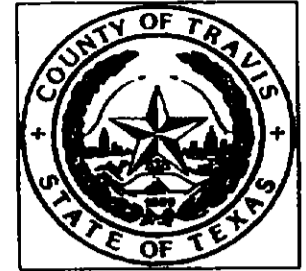
#### **Exhibits:**

List of streets  
Approval of Construction  
Requirements...  
Sidewalk Approval  
Attached map

DV:DW:dv

1105 Villages of Hidden Lake Ph 2B  
1105 Villages of Hidden Lake Ph 3A  
1105 Villages of Hidden Lake Ph 4B

**ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE**



**SUBDIVISION**  
**Mapsco No. 439P**

Village at Hidden Lake Phase 2B

**Pct.# 3**  
**Atlas No.0-10, 11,**

RECORDED AT DOC#200400109 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY 4/02/04

SUBDIVISION CONTAINS 7 STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	PVMNT	WIDTH OF CURB & PVMNT	GUTTER
1	Veiled Falls Drive	NE cor Lot 19 Blk J to Hidden lake Crossing	1042	0.20	50'	HMAC	28'F-F	Yes
2	Rocky Shore Lane	N cor Lot 2 Blk K to Veiled Falls Drive	622	0.12	50'	HMAC	28'F-F	Yes
3	Bandice Lane	W cor Lot 19 Blk H to Veiled Falls Drive	998	0.19	50'	HMAC	28'F-F	Yes
4	Windless Way	Bandice Lane to N cor Lot 24 Blk K	135	0.03	50'	HMAC	28'F-F	Yes
5	Hidden Lake Crossing	W cor Lot 56 Blk G to Dawson Creek Drive	1324	0.25	70'	HMAC	40'F-F	Yes
6	Hidden Lake Crossing	Dawson Creek Drive to s cor Lot 12 Blk P	179	0.03	60'	HMAC	40'F-F	Yes
7	Silent Harbor Loop	Hidden Lake Crossing to 4.4 acre drainage easement	747	0.14	80'	HMAC	40'F-F	Yes
8	Dawson Creek Drive	Hidden Lake Crossing to 60' SW	60	0.01	50'	HMAC	28'F-F	Yes
9								
10								
11								
12								
			5107					

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 100

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-7

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-7 TOTALING **0.97** MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 2.

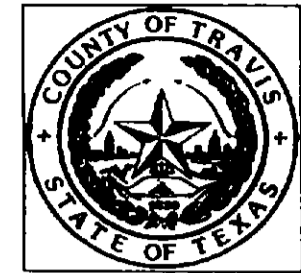
30-Sep-08  
 DATE

Donald W. Ward, P. E.  
 Director Road Maintenance & Fleet Services  
 TRANSPORTATION AND NATURAL RESOURCES

DP = DOUBLE PENETRATION  
 HMAC = HOT MIX ASPHALT  
 C = CONCRETE  
 UPP = UNPAVED, PIT RUN  
 UPS = UNPAVED, SELECT

APPROVED BY COMMISSIONERS' COURT      DATE

**ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE**



**SUBDIVISION**  
**Mapsco No. 439P**

Village at Hidden Lake Phase 3A

**Pct.# 3**  
**Atlas No.0-10, 11,**

RECORDED AT DOC#200400264 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY 9/01/04

SUBDIVISION CONTAINS 12 STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OFWIDTH OF CURB &		
						PVMNT	PVMNT	GUTTER
1	Shallow Pool Drive	Hidden Lake Crossing to N cor Lot 6 Blk N	1266	0.24	50'	HMAC	28'F-F	Yes
2	Trickling Springs	Shallow Pool Drive to S cor Lot 3 Blk M	631	0.12	50'	HMAC	28'F-F	Yes
3	Dawson Creek Drive	Hidden Lkae Crossing to Lake Edge Way	295	0.06	50'	HMAC	28'F-F	Yes
4	Lake Edge Way	Dawson Creek Drive to end of 50'R cul-de-sac	733	0.14	50'	HMAC	28'F-F	Yes
5	Dry Pond Drive	Rolling Water Drive to Bandice Lane	871	0.16	50'	HMAC	28'F-F	Yes
6	Bandice Lane	N cor Lot 54 Blk P to Blue Pond Drive	1345	0.25	50'	HMAC	28'F-F	Yes
7	Sandy Bottom Drive	Bandice Lane to N cor Lot 6 Blk S	95	0.02	50'	HMAC	28'F-F	Yes
8	Hidden Lake Crossing	W cor Lot 13 Blk P to Weiss Lane	2445	0.46	60'	HMAC	40'F-F	Yes
9	Hidden Park Drive	NE cor Lot 15 Blk T to Bandice Lane	84	0.02	50'	HMAC	28'F-F	Yes
10	Blue Pond Drive	NW cor Lot 30 Blk W to Hidden Lake Crossing	388	0.07	50'	HMAC	28'F-F	Yes
11	Rolling Water Drive	NE cor Lot 22 Blk W to Hidden Lane Crossing	138	0.03	50'	HMAC	28'F-F	Yes
12	Willie Drive	Hidden Lake Crossing to 35' North	34	0.01	50'	HMAC	28'F-F	Yes
			8291					

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 164

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-12

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-12 TOTALI **1.47** MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 2.

30-Sep-08

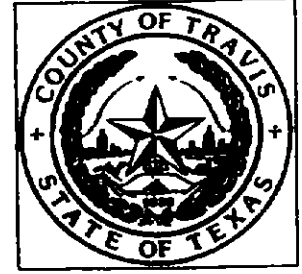
DATE

DP = DOUBLE PENETRATION  
HMAC = HOT MIX ASPHALT  
C = CONCRETE  
UPP = UNPAVED, PIT RUN  
UPS = UNPAVED, SELECT

Donald W. Ward, P. E.  
Director Road Maintenance & Fleet Services  
TRANSPORTATION AND NATURAL RESOURCES

APPROVED BY COMMISSIONERS' COURT DATE

**ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE**



**SUBDIVISION**  
**Mapsco No. 439P**

Village at Hidden Lake Phase 4B

**Pct.# 3**  
**Atlas No.0-10, 11,**

RECORDED AT DOC#200500313 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY 12/01/05

SUBDIVISION CONTAINS 6 STREETS AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF WIDTH OF CURB &		
						PVMNT	PVMNT	GUTTER
1	Rolling Water Drive	Hidden Lake Crossing to Masi Loop	210	0.04	50'	HMAC	28'F-F	Yes
2	Masi Loop	Rolling Water Drive to NE cor Lot 25 Blk BB	1727	0.33	50'	HMAC	28'F-F	Yes
3	Randig Lane	Masi Loop to SE cor Lot 1 Blk HH	438	0.08	50'	HMAC	28'F-F	Yes
4	Lake Edge Way	Masi Loop to NW cor Lot 8 Blk BB	136	0.03	50'	HMAC	28'F-F	Yes
5	Hees Lane	Masi Loop to Randig Lane	567	0.11	50'	HMAC	28'F-F	Yes
6	Hees Court	Hees Lane to end of 50'R cul-de-sac	279	0.05	50'	HMAC	28'F-F	Yes
7								
8								
9								
10								
11								
12								
			3357					

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 81

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-6

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-6 TOTALIN **0.64** MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 2.

30-Sep-08  
 DATE

Donald W. Ward, P. E.  
 Director Road Maintenance & Fleet Services  
 TRANSPORTATION AND NATURAL RESOURCES

DP = DOUBLE PENETRATION  
 HMAC = HOT MIX ASPHALT  
 C = CONCRETE  
 UPP = UNPAVED, PIT RUN  
 UPS = UNPAVED, SELECT

APPROVED BY COMMISSIONERS' COURT DATE



**TRANSPORTATION AND NATURAL RESOURCES**

**JOSEPH P. GIESELMAN, EXECUTIVE MANAGER**

411 West 13th Street  
Executive Office Building  
P.O. Box 1748  
Austin, Texas 78767  
tel 512-854-9383  
fax 512-854-4649

**APPROVAL OF CONSTRUCTION**

**DATE: 11/19/07**

**DEVELOPER:**

Len-Buf/Hidden Lake 2-JV, LTD.  
Attn: James Giddens  
12301 Research Blvd. Bldg. 4 Suite 100  
Capital of Texas Hwy. #220  
Austin, TX 78759

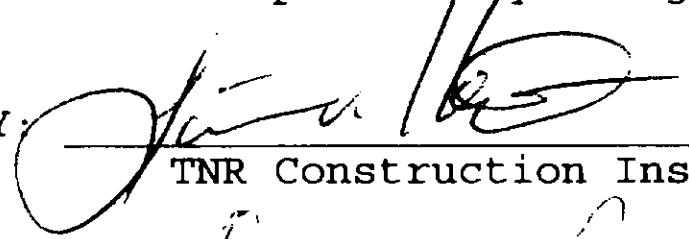
**ENGINEER:**


Pate Engineers, Inc.  
Attn: Mike Fisher  
7801 N  
Austin, TX 78731


**SUBJECT: Villages of Hidden Lake Phase 2B**

Effective this date, street and drainage construction within this project appears to be in conformance with the approved Construction Documents. This construction has entered into a one (1) year Performance Period. Prior to the end of this Period, Travis County will inspect the streets and/or drainage construction to determine if the subdivision appears to be in a condition substantially equal to that at the beginning of the Performance Period. If not, the developer/owner shall take corrective actions, which are acceptable to the County.

The Developer is required to maintain Performance Period fiscal of 10% of the actual street and drainage cost, until the end of the Performance Period, plus 100% of the un-constructed residential sidewalks until all of the sidewalks are constructed and have a positive inspection by a Registered Accessibility Specialist.

BY:  11.19.07  
TNR Construction Inspector - Lucious Henderson

  
TNR Engineering Specialist - Darla Vasterling

  
TNR Division Director, Road and Bridge - Donald W. Ward

1102 fiscal file  
1105 Subdivision File





**TRANSPORTATION AND NATURAL RESOURCES**

**JOSEPH P. GIESELMAN, EXECUTIVE MANAGER**

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**APPROVAL OF CONSTRUCTION**

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**DEVELOPER:**

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Attn: James Giddens  
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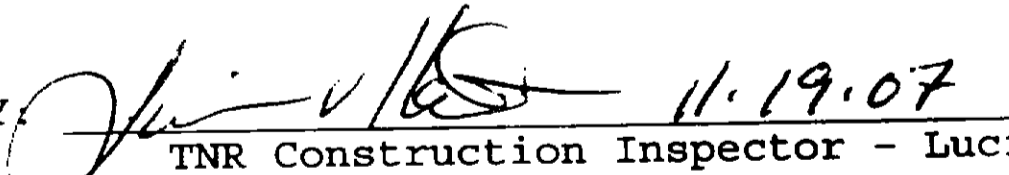
**ENGINEER:**

Pate Engineers, Inc.  
Attn: Mike Fisher  
7801 N  
Austin, TX 78731

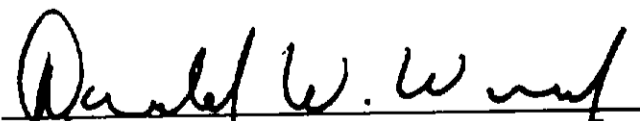
**SUBJECT: Villages of Hidden Lake Phase 3A**

Effective this date, street and drainage construction within this project appears to be in conformance with the approved Construction Documents. This construction has entered into a one (1) year Performance Period. Prior to the end of this Period, Travis County will inspect the streets and/or drainage construction to determine if the subdivision appears to be in a condition substantially equal to that at the beginning of the Performance Period. If not, the developer/owner shall take corrective actions, which are acceptable to the County.

The Developer is required to maintain Performance Period fiscal of 10% of the actual street and drainage cost, until the end of the Performance Period, plus 100% of the un-constructed residential sidewalks until all of the sidewalks are constructed and have a positive inspection by a Registered Accessibility Specialist.

BY:  11.19.07  
TNR Construction Inspector - Lucious Henderson

  
TNR Engineering Specialist - Darla Vasterling

  
TNR Division Director, Road and Bridge - Donald W. Ward

1102 fiscal file  
1105 Subdivision File



**TRANSPORTATION AND NATURAL RESOURCES**

**JOSEPH P. GIESELMAN, EXECUTIVE MANAGER**

411 West 13th Street  
Executive Office Building  
P.O. Box 1748  
Austin, Texas 78767  
tel 512-854-9383  
fax 512-854-4649

**APPROVAL OF CONSTRUCTION**

**DATE: 11/19/07**

**DEVELOPER:**

Len-Buf/Hidden Lake 2-JV, LTD.  
Attn: James Dorney  
12301 Research Blvd. Bldg. 4 Suite 100  
Capital of Texas Hwy. #220  
Austin, TX 78759

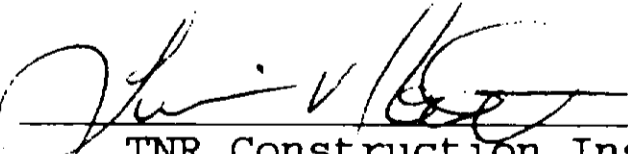
**ENGINEER:**

Pate Engineers, Inc.  
Attn: Mike Fisher  
7801 N  
Austin, TX 78731

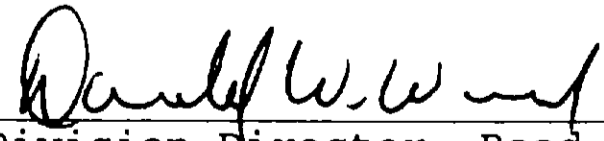
**SUBJECT: Villages of Hidden Lake Phase 4B**

Effective this date, street and drainage construction within this project appears to be in conformance with the approved Construction Documents. This construction has entered into a one (1) year Performance Period. Prior to the end of this Period, Travis County will inspect the streets and/or drainage construction to determine if the subdivision appears to be in a condition substantially equal to that at the beginning of the Performance Period. If not, the developer/owner shall take corrective actions, which are acceptable to the County.

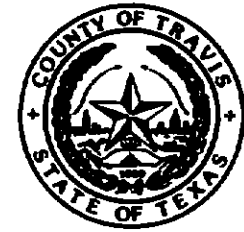
The Developer is required to maintain Performance Period fiscal of 10% of the actual street and drainage cost, until the end of the Performance Period, plus 100% of the un-constructed residential sidewalks until all of the sidewalks are constructed and have a positive inspection by a Registered Accessibility Specialist.

BY:  11.19.07  
TNR Construction Inspector - Lucious Henderson

  
TNR Engineering Specialist - Darla Vasterling

  
TNR Division Director, Road and Bridge - Donald W. Ward

1102 fiscal file  
1105 Subdivision File



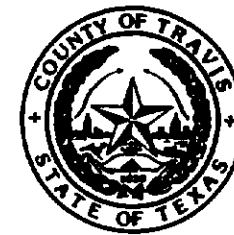
**TRANSPORTATION AND NATURAL RESOURCES**

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

*The Villages of Hidden Lake Phase 2B*  
**REQUIREMENTS FOR APPROVAL OF CONSTRUCTION  
PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF  
STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997**

- 9/22/04 1. Professional Engineer's certification of quantities of work completed (Engineer's Concurrence Letter). § 82.401(c)(1)(A) § 82.604(c)(2)
- NA 2. Construction Summary Report, signed by COA inspector. § 82.604(c)(1)
- 5/24/06 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 5/24/06 4. Reproducible Plans, certified as "Record Drawings", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrants and Speed Zone Investigation sheets for each sign.  
*have NA*
- reduce bond 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4), § 82.301(13)
- NA 6. If applicable, a copy of the Conditional Letter of Map Amendment or Revision from FEMA and the completed application for a Letter of Map Amendment or Revision. § 82.604(c)(5)
- 8/04/07 7. A letter from ~~Texas Department of Licensing and Regulation~~ *(or a Registered Accessibility Specialist)* approving subdivision construction ~~(when sidewalks are required per plat and when the total construction costs of sidewalks exceed \$50,000.00 or when a variance is required)~~. Plan approval required at time of Approval of Construction or reduction of sidewalk fiscal. Substantial compliance (inspection approval), including residential sidewalks, required at time of street acceptance for maintenance. § 82.202(q)(2), § 82.301 (13)
- 5/24/06
- 11-15-07 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds and common area sidewalks and traffic control devices shown on the approved traffic control plan). § 82.401(c)(1)(C) **Road Maintenance needs to approve.**
- 5/24/06 9. Approval of other agencies - cities, if in their ETJ; Municipal or other Utility Districts.



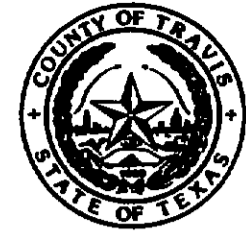
**TRANSPORTATION AND NATURAL RESOURCES**

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

*The Villages of Hidden Lake Phase 3A*  
**REQUIREMENTS FOR APPROVAL OF CONSTRUCTION  
PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF  
STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997**

- 8/08/05 1. Professional Engineer's certification of quantities of work completed (Engineer's Concurrence Letter). § 82.401(c)(1)(A) § 82.604(c)(2)
- NA 2. Construction Summary Report, signed by COA inspector. § 82.604(c)(1)
- 8/30/05 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 8/08/05 4. Reproducible Plans, certified as "Record Drawings", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrants and Speed Zone Investigation sheets for each sign.  
*Have NA*
- reduce bond 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4), § 82.301(13)
- NA 6. If applicable, a copy of the Conditional Letter of Map Amendment or Revision from FEMA and the completed application for a Letter of Map Amendment or Revision. § 82.604(c)(5)
- 8/4/07 7. A letter from Texas Department of Licensing and Regulation ~~(or a Registered Accessibility Specialist)~~ approving subdivision construction ~~(when sidewalks are required per plat and when the total construction costs of sidewalks exceed \$50,000.00 or when a variance is required)~~. Plan approval required at time of Approval of Construction or reduction of sidewalk fiscal. Substantial compliance (inspection approval), including residential sidewalks, required at time of street acceptance for maintenance. § 82.202(q)(2), § 82.301 (13)
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- 02/15/06 9. Approval of other agencies - cities, if in their ETJ; Municipal or other Utility Districts.



**TRANSPORTATION AND NATURAL RESOURCES**

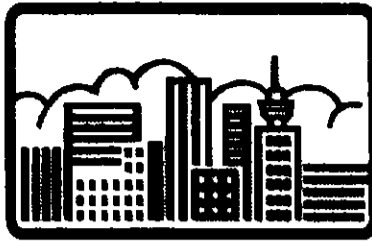
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

*The Villages of Hidden Lake Phase 4B*  
**REQUIREMENTS FOR APPROVAL OF CONSTRUCTION**  
**PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF**  
**STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997**

- 5/10/06 1. Professional Engineer's certification of quantities of work completed (Engineer's Concurrence Letter). § 82.401(c)(1)(A) § 82.604(c)(2)
- NA 2. Construction Summary Report, signed by COA inspector. § 82.604(c)(1)
- 4/23/07 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 5/05/06 4. Reproducible Plans, certified as "Record Drawings", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrants and Speed Zone Investigation sheets for each sign.  

*Have NA*
- Reduce Bond 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4), § 82.301(13)
- NA 6. If applicable, a copy of the Conditional Letter of Map Amendment or Revision from FEMA and the completed application for a Letter of Map Amendment or Revision. § 82.604(c)(5)
- 10/3/07 7. A letter from ~~Texas Department of Licensing and Regulation (or a Registered Accessibility Specialist)~~ approving subdivision construction ~~(when sidewalks are required per plat and when the total construction costs of sidewalks exceed \$50,000.00 or when a variance is required)~~. Plan approval required at time of Approval of Construction or reduction of sidewalk fiscal. Substantial compliance (inspection approval), including residential sidewalks, required at time of street acceptance for maintenance. § 82.202(q)(2), § 82.301 (13)
- 11 15/07 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds and common area sidewalks and traffic control devices shown on the approved traffic control plan). § 82.401(c)(1)(C) **Road Maintenance needs to approve.**
- 4/23/07 9. Approval of other agencies - cities, if in their ETJ; Municipal or other Utility Districts.



**Bryan M. Euwer**  
**Registered Accessibility Specialist #0238**  
P. O. Box 163812 Austin, Tx. 78716  
phone / fax 512.328.7613

# ***TAS inspection report***

**RMD & Co., Inc.**  
**1717 W. 6th St., Suite 260**  
**Austin, Texas 78703**

**Date:8/4/2007**

**Attn Chris Fields**

**RE: The Village of Hidden Lake Phase 2B and 3A**  
**Pflugerville, Texas**

## **INSPECTION – APPROVED**

Dear Mr. Fields

On July 31<sup>st</sup> a sidewalk field inspection of The Villages of Hidden Lake Phases 2B and 3A was performed. The streets included portions of all of the following, Hidden Lake Crossing, Veiled Falls Drive, Bandice Lane, Windless Way, Rocky Shore Lane, Shallow Pool Drive, Trickling Springs, Lake edge Way, Dawson Creek Drive, Dry Pond Drive, Rolling Water Drive and Blue Pond Drive.

We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Architectural Barriers Act, Article 9102, Texas Civil Statutes.

Please note, this determination does not address the applicability of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local, or Federal requirement. For information on the ADA, call the ADA Hotline, (800) 949-4232 or the United States Department of Justice at (202) 514-0301.

Questions concerning this matter should be directed to Bryan Euwer at (512) 328-7613.

Respectfully submitted,

bryan euwer



**Bryan M. Euwer**

**Registered Accessibility Specialist #0238**

P. O. Box 163812 Austin, Tx. 78716

phone / fax 512.328.7613

## ***TAS inspection report***

**RMD & Co., Inc.  
1717 W. 6th St., Suite 260  
Austin, Texas 78703**

**Date:10/3/2007**

**Attn Chris Fields**

**RE: The Village of Hidden Lake Phase 4B  
Pflugerville, Texas**

### **INSPECTION – APPROVED**

Dear Mr. Fields

On September 27<sup>th</sup> 2007 a sidewalk field inspection of The Villages of Hidden Lake Phases 4B was performed. The streets included portions of all of the following, Masi Loop, Hees Lane, Hess Court, and Randig Lane.

We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Architectural Barriers Act, Article 9102, Texas Civil Statutes.

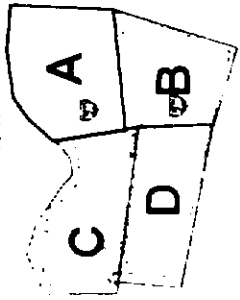
Please note, this determination does not address the applicability of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local, or Federal requirement. For information on the ADA, call the ADA Hotline, (800) 949-4232 or the United States Department of Justice at (202) 514-0301.

Questions concerning this matter should be directed to Bryan Euwer at (512) 328-7613.

Respectfully submitted,

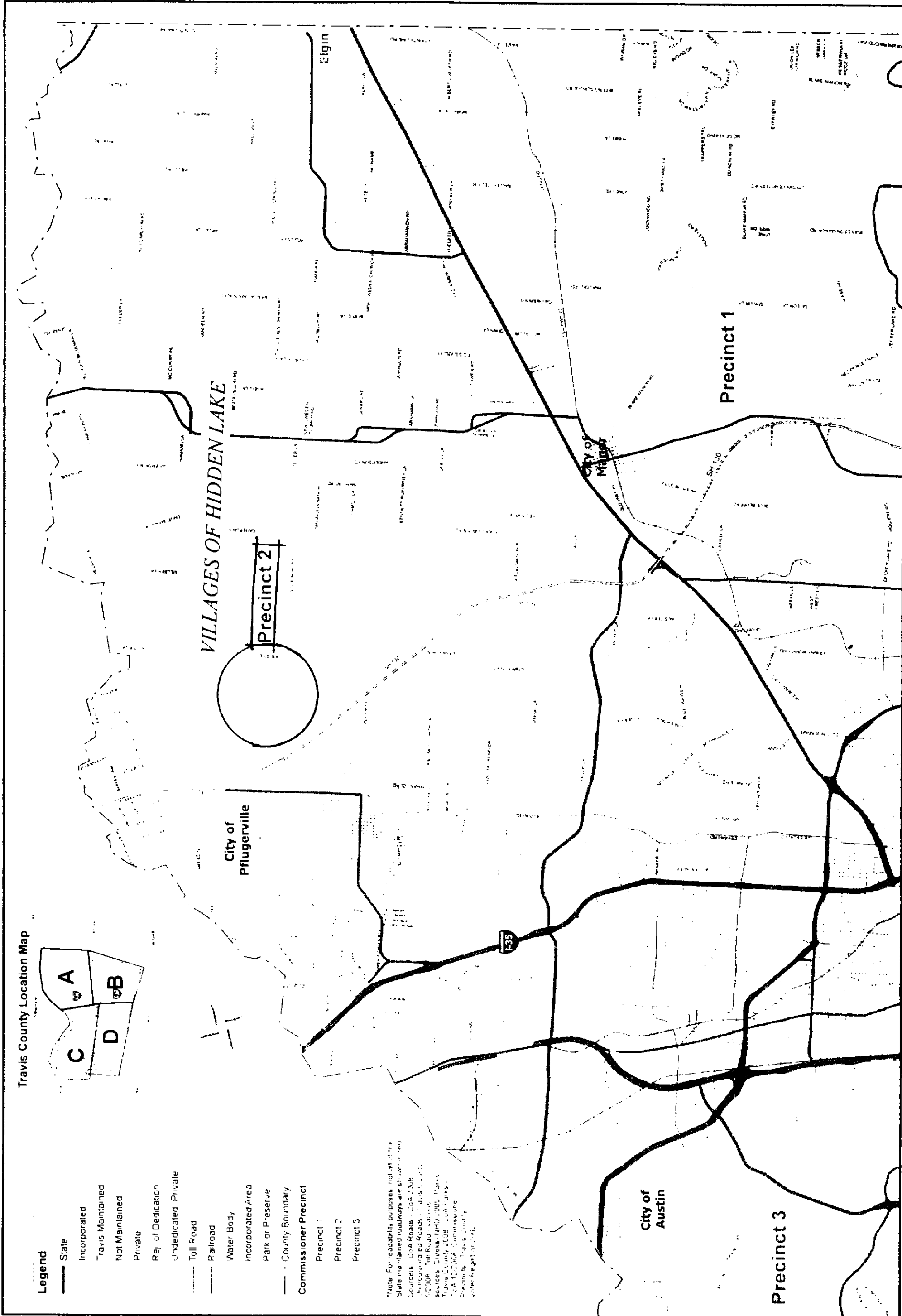
bryan euwer

Travis County Location Map



- Legend**
- State
  - Incorporated
  - Travis Maintained
  - Not Maintained
  - Private
  - Pbj of Dedication
  - Undedicated Private
  - Toll Road
  - Railroad
  - Water Body
  - Incorporated Area
  - Park or Preserve
  - County Boundary
  - Commissioner Precinct
  - Precinct 1
  - Precinct 2
  - Precinct 3

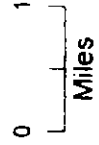
\*Note: For readability purposes, not all of the State maintained roadways are shown on this map.  
 Sources: CoA Roads - 2004, 2006  
 Incorporated Roads - Travis County GIS/2006 Toll Road Database  
 Sources: Census/PHD 2000 Parks  
 Travis County 2008 CoA Parks  
 CoA 12/2008 Commissioner Precincts - Travis County  
 Vote Register 2002



Map Disclaimer: This map was created for the Travis County, State of Texas, for identifying Travis County's maintained roadways. The data is provided "as is" with no warranty of any kind. For additional details, the Travis County GIS Coordinator at 512-924-6141.

Text Scale

1 inch equals 1,000 miles  
 1 inch equals 5,280 feet



Map Prepared by Travis County  
 Dept of Transportation & Natural Resources  
 Date: 8/9/2008  
 http://www.co.travis.tx.us/maps

# Travis County Roadways, Map A





40

RECEIVED #  
COUNTY CLERK

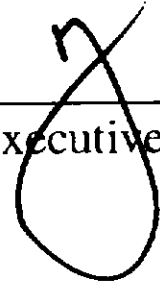
Travis County Commissioners Court Agenda Request

08 SEP 23 PM 3:43

Voting Session 09-30-08  
(Date)

Work Session \_\_\_\_\_  
(Date)

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



B. Requested Text:

**A. Consider and take appropriate action on a Partial Subdivision Vacation in Precinct Three: The Woods of Greenshores Section 1 (dedicated right-of-way only – 4.308 acres – Pearce Rd. at Arion Circle.– Water and wastewater service to be provided by The Lake Navigation Company– City of Austin ETJ).**

**B. Consider and take appropriate action on a Final Plat in Precinct Three: the Woods of Greenshores Section 1 Replat (1 Lot – 4.308 acres private street lot – Pearce Rd. at Arion Circle.– Water and wastewater service to be provided by The Lake Navigation Company– City of Austin ETJ).**

C. Approved by:

\_\_\_\_\_  
Commissioner Gerald Daugherty, Precinct Three

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

Anna Bowlin: 854-7561

Don Perryman: 974-2786

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

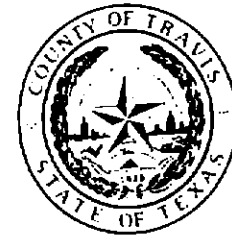
\_\_\_ Grant

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)





**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 22, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Division Director, Development Services 

SUBJECT: Woods of Green shores Section 1 Vacation and Re-Plat, Precinct Three

***PROPOSED MOTION:***

**Consider and take appropriate action on:**

- A. Consider and take appropriate action on a Partial Subdivision Vacation in Precinct Three: The Woods of Greenshores Section 1 (dedicated right-of-way only – 4.308 acres – Pearce Rd. at Arion Circle.– Water and wastewater service to be provided by The Lake Navigation Company– City of Austin ETJ).**
- B. Consider and take appropriate action on a Final Plat in Precinct Three: the Woods of Greenshores Section 1 Replat (1 Lot – 4.308 acres private street lot – Pearce Rd. at Arion Circle.– Water and wastewater service to be provided by The Lake Navigation Company– City of Austin ETJ).**

***SUMMARY AND STAFF RECOMMENDATION:***

The vacation request is to vacate the previously approved public right-of-way for the Woods of Greenshores Section 1. The associated re-plat consists of a 1 lot proposed for a private street lot serving a single-family subdivision. The applicant proposes to vacate and re-plat the previously dedicated right as an internal private street. The City of Austin's Zoning and Platting Commission has approved the vacation and replat and a variance for lots within a subdivision that do not abut a dedicated public street at their September 2, 2008 meeting. No additional Fiscal is required.

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

**ISSUES:**

Staff has not received any inquiries from any adjacent property owners regarding this project.

**BUDGETARY AND FISCAL IMPACT:**

None.

**REQUIRED AUTHORIZATIONS:**

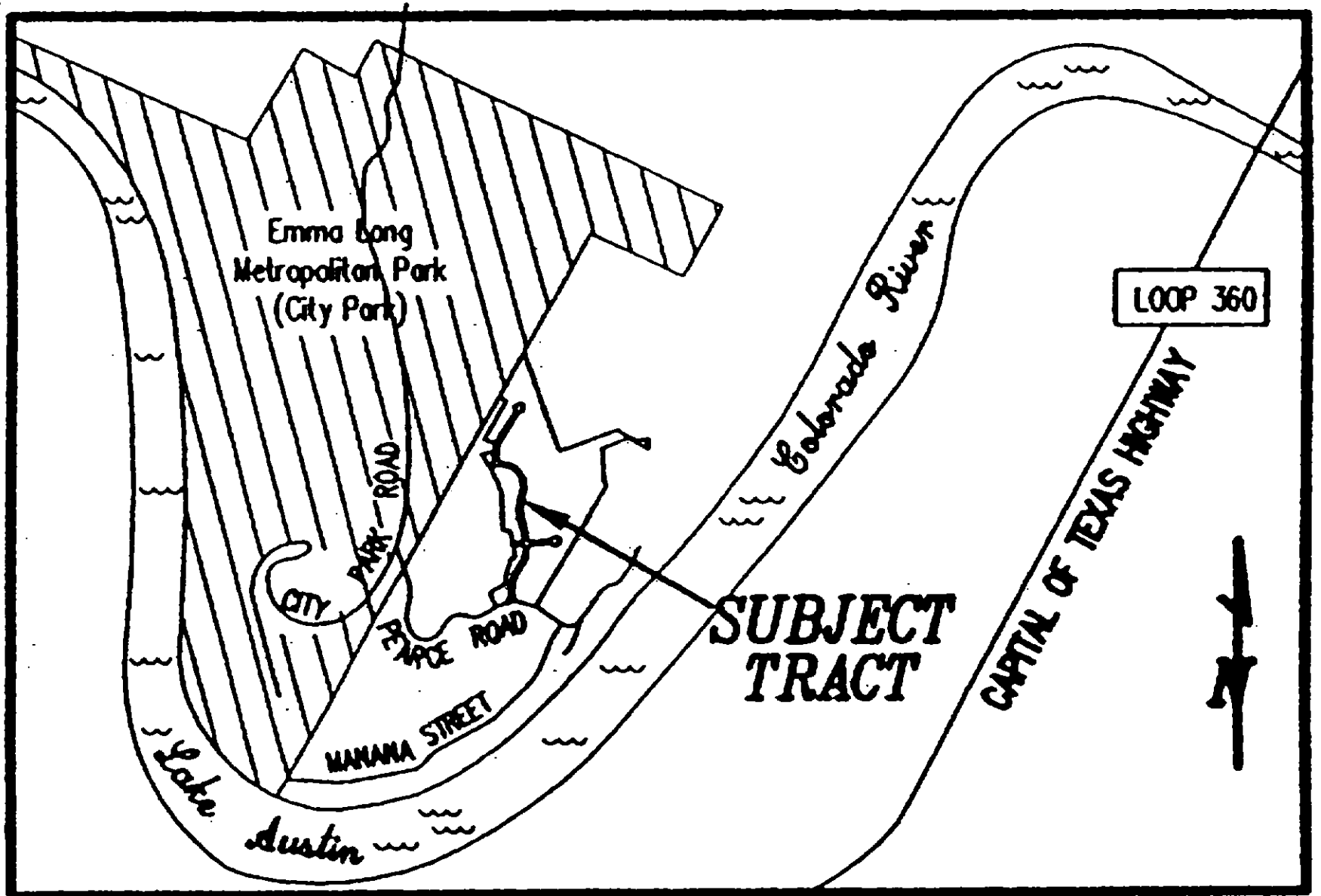
None.

**EXHIBITS:**

Location map

Proposed plat

AMB: dp  
1105



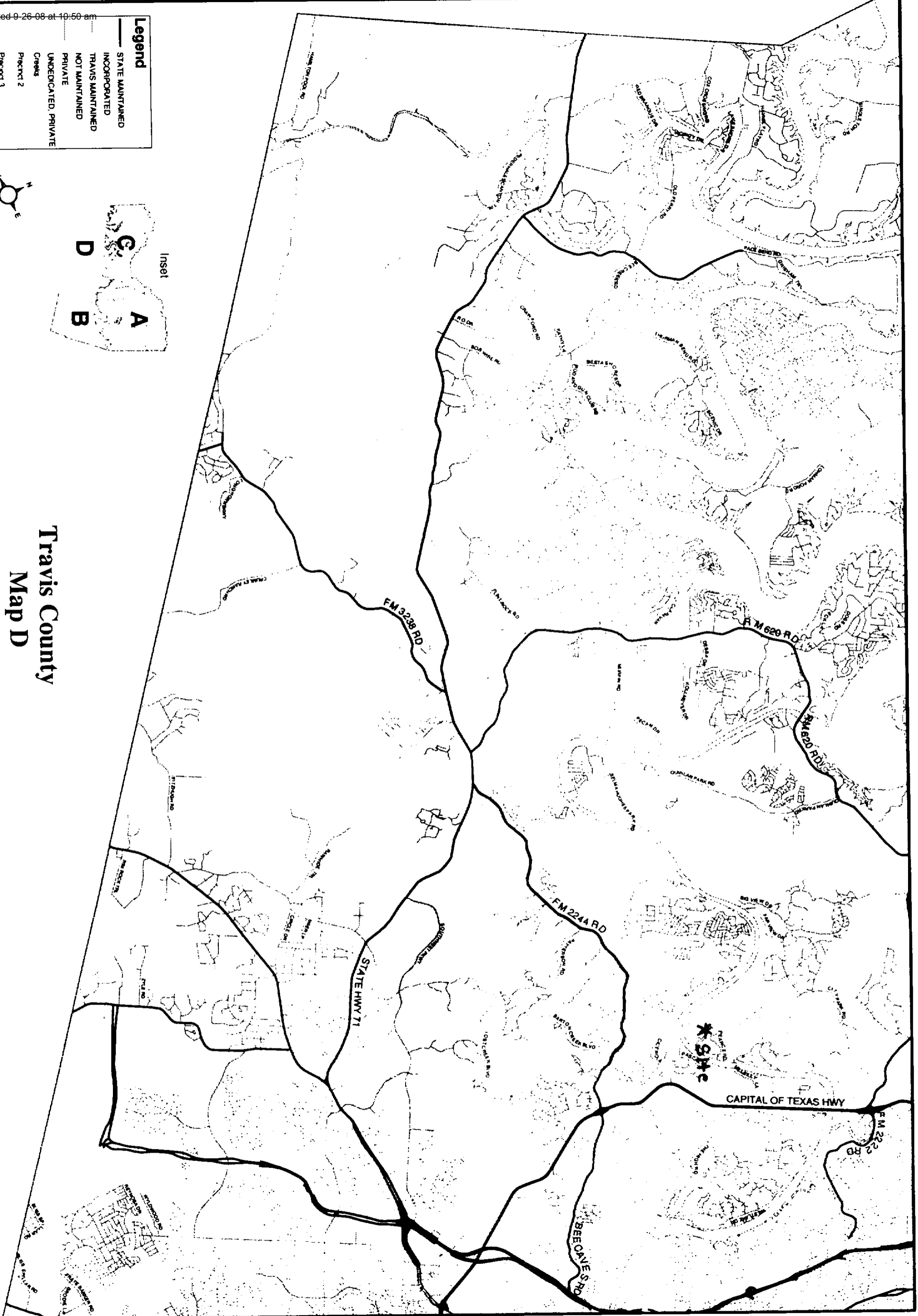
**LOCATION MAP**  
(N.T.S.)

**Legend**

- STATE MAINTAINED
- INCORPORATED
- TRAVIS MAINTAINED
- NOT MAINTAINED
- PRIVATE
- UNDEDICATED, PRIVATE
- Creeks
- Precinct 2
- Precinct 3
- Precinct 4



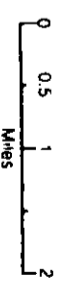
# Travis County Map D



Map Disclaimer: This map data was created for general reference only. The data is provided "as is" with no warranties of any kind. If errors are found, please contact the GIS Coordinator at hendi.dues@co.travis.tx.us so that corrections can be made.

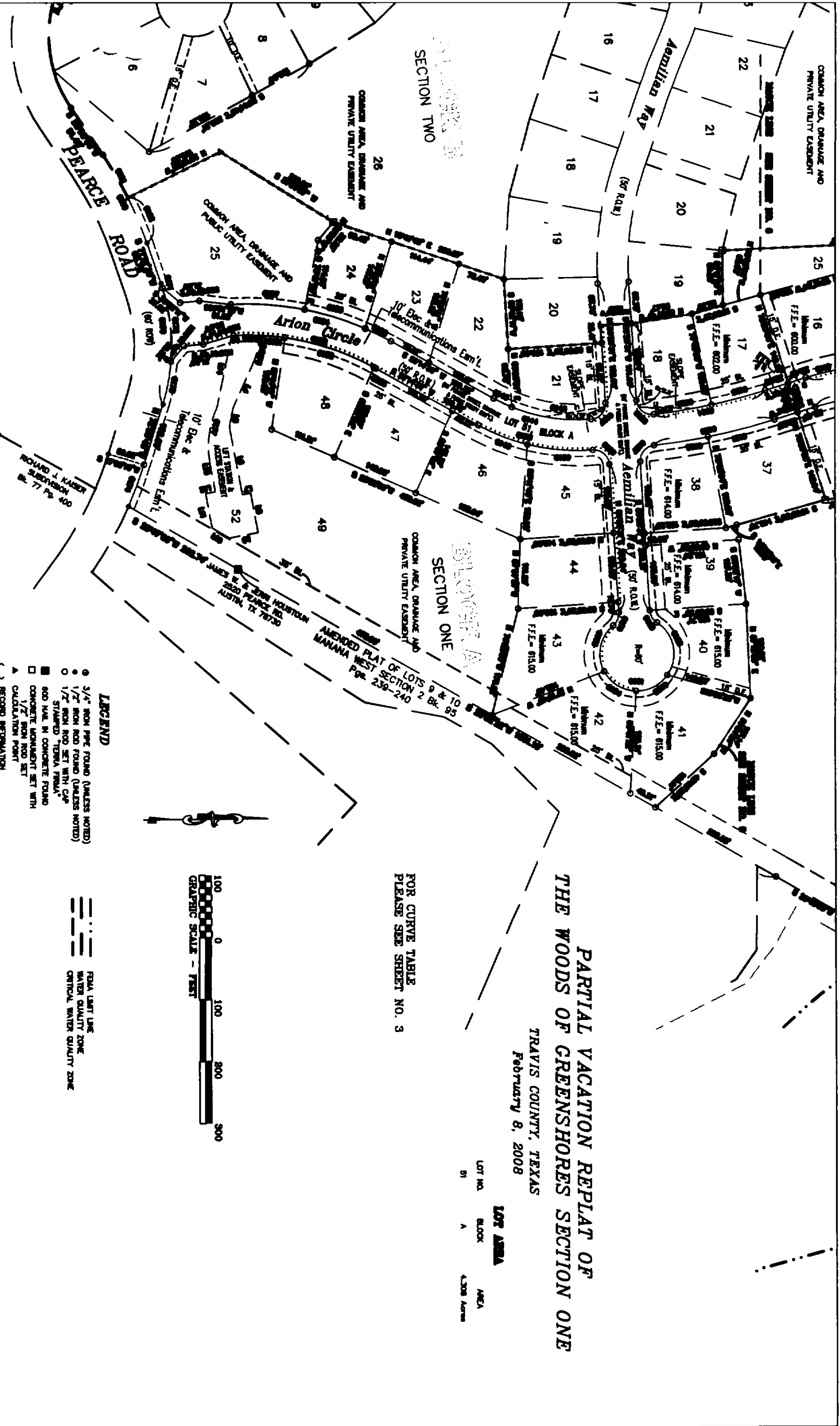
Data Source(s): Precinct Boundaries, 2002  
 Roads - File maintained by Travis County, updated December 2004  
 Water Bodies - City of Austin datasets

Text Scale:  
 1 inch equals 1.04 miles  
 1 inch equals 5,474 feet



Map Prepared by: Travis County Dept  
 of Transportation & Natural Resources  
 Date: 12/27/2004  
 Author: Heidi Dues  
 Website: <http://www.co.travis.tx.us>

PROPERTY IDENTIFICATION	
ARION CIRCLE	2150
AEMILIAN WAY	529
IONIAN COVE	785



PARTIAL VACATION REPLAT OF  
THE WOODS OF GREENSHORES SECTION ONE  
TRAVIS COUNTY, TEXAS  
February 8, 2008

LOT AREA		
LOT NO.	BLOCK	AREA
51	A	4,508 Acres

FOR CURVE TABLE  
PLEASE SEE SHEET NO. 3



LEGEND

- 3/4" IRON PIPE FOUND (UNLESS NOTED)
- 1/2" IRON ROD FOUND (UNLESS NOTED)
- 1/2" IRON ROD SET WITH CAP
- STAMPED "TERMA FINAL"
- ROD NAIL IN CONCRETE FOUND
- CONCRETE MONUMENT SET WITH CALCULATION POINT
- △ CALCULATION POINT
- ( ) RECORD INFORMATION
- BUILDING LINE
- D.E. DRAINAGE EASEMENT
- M.A. MAINTENANCE ACCESS EASEMENT
- C.E.F. CRITICAL ENVIRONMENTAL FEATURE
- P.U.E. PUBLIC UTILITY EASEMENT
- ..... SENEWALK LOCATION
- ..... FINISHED FLOOR ELEVATION

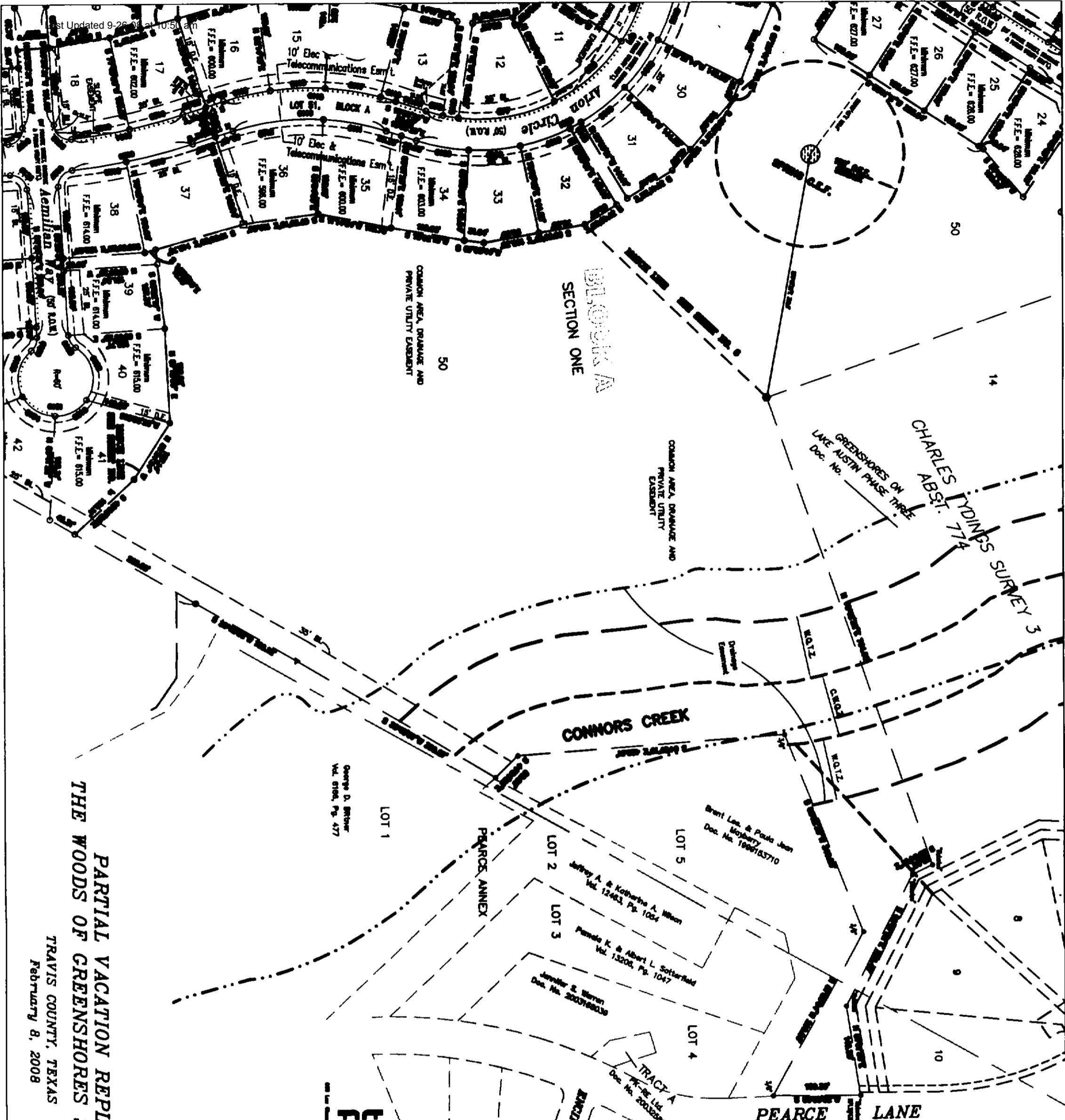
- REALM LIMIT LINE
- WATER QUALITY ZONE
- CRITICAL WATER QUALITY ZONE

**terra firma** LAND SURVEYING

PARTIAL VACATION REPLAT OF  
THE WOODS OF GREENSHORES  
SECTION ONE

FILE INFORMATION		REVISIONS	
PROJECT NO.	0804117-001-09/003	DATE	DATE
PROJECT NAME	PARTIAL VACATION REPLAT OF THE WOODS OF GREENSHORES SECTION ONE	BY	BY
DRAWN BY	JF	CHECKED BY	COE
DATE	3-4-2008	APPROVED BY	RENEE WALKER 11.28.08
SCALE	1"=100'		





PARTIAL VACATION REPLAT OF THE WOODS OF GREENSHORES SECTION ONE

TRAVIS COUNTY, TEXAS  
February 8, 2008



THIS SURVEY WAS MADE BY THE SURVEYOR IN ACCORDANCE WITH THE SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, TRAVIS COUNTY, TEXAS. THE SURVEYOR'S OFFICE IS AT 1111 N. MICHIGAN ST., AUSTIN, TEXAS 78701. PHONE: (512) 476-1111. FAX: (512) 476-1112.

FOR CURVE TABLE PLEASE SEE SHEET NO. 3

- LEGEND**
- 3/4" IRON PIPE FOUND (UNLESS NOTED)
  - 1/2" IRON ROD FOUND (UNLESS NOTED)
  - COTTON SPINDLE FOUND
  - 1/2" IRON ROD SET WITH CAP STAMPED "TERRA FIRMA"
  - 60D NAIL IN CONCRETE FOUND
  - CONCRETE MONUMENT SET WITH 1/2" IRON ROD SET
  - ▲ CALCULATED POINT
  - ( ) RECORDED INFORMATION
  - B. BUILDING LINE
  - DE DRAINAGE EASEMENT
  - HA MAINTENANCE ACCESS EASEMENT
  - ▲ CALCULATION POINT
  - CLF. CENTRAL DIMENSIONAL FEATURE
  - C.R.Z. CRITICAL WATER QUALITY ZONE
  - W.Q.Z. WATER QUALITY TRAMMATION ZONE
  - P.U.E. PUBLIC UTILITY EASEMENT
  - ..... SODWALK LOCATION
  - PAVED FLOOR ELEVATION
  - FOA LIGHT LINE
  - WATER QUALITY ZONE
  - CRITICAL WATER QUALITY ZONE

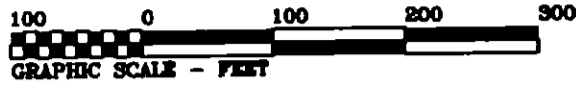
**terra firma** LAND SURVEYING

FILE #	2008-0110-1-020	REVISION #	---
DATE	02/08/08	DRAWN BY	J.A.
SCALE	1"=50'	CHECKED BY	---
		DATE	11/2008

PARTIAL VACATION REPLAT OF THE WOODS OF GREENSHORES SECTION ONE

# PARTIAL VACATION REPLAT OF THE WOODS OF GREENSHORES SECTION ONE

TRAVIS COUNTY, TEXAS  
February 8, 2008



- LEGEND**
- 3/4" IRON PIPE FOUND (UNLESS NOTED)
  - 1/2" IRON ROD FOUND (UNLESS NOTED)
  - COTTON SPINDLE FOUND
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  - ▲ CALCULATION POINT
  - ( ) RECORD INFORMATION
  - BL BUILDING LINE
  - D.E. DRAINAGE EASEMENT
  - M.A. MAINTENANCE ACCESS EASEMENT
  - C.E.F. CRITICAL ENVIRONMENTAL FEATURE
  - P.U.E. PUBLIC UTILITY EASEMENT
  - ..... SIDEWALK LOCATION
  - F.F.E. FINISHED FLOOR ELEVATION

- . - . - FEMA LIMIT LINE
- - - - - WATER QUALITY ZONE
- - - - - CRITICAL WATER QUALITY ZONE

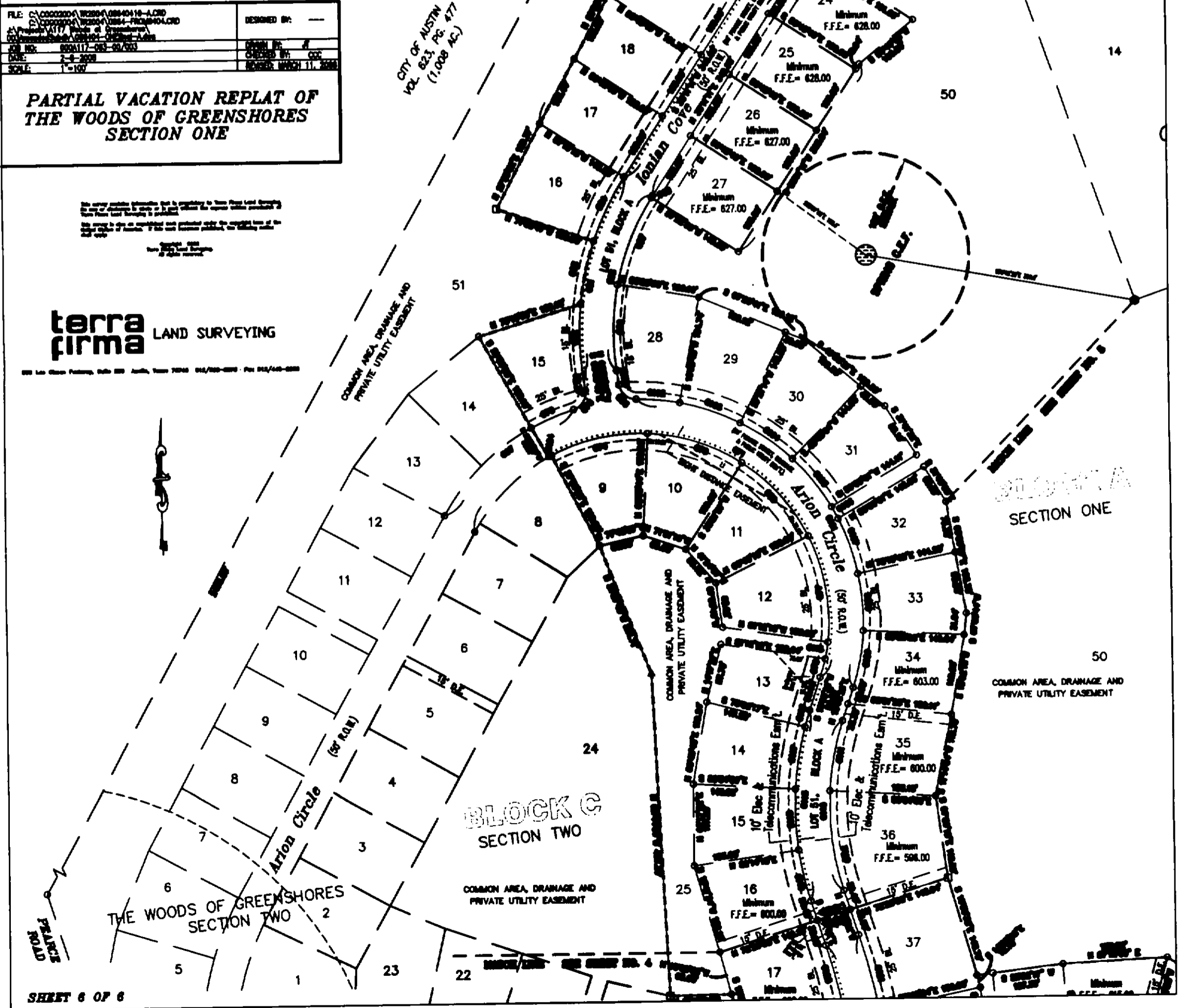
FOR CURVE TABLE  
PLEASE SEE SHEET NO. 3

FILE: C:\00022004\WOODS\08840410-ALCD	DESIGNED BY: ---
A:\Projects\1177\Bldg of Greenshores\08840410-ALCD	DRAWN BY: J
DATE: 2-9-2008	CHECKED BY: CFC
SCALE: 1"=100'	APPROVED: MARCH 11, 2008

## PARTIAL VACATION REPLAT OF THE WOODS OF GREENSHORES SECTION ONE

The survey was conducted in accordance with the Texas Surveying and Mapping Act and the rules and regulations of the Texas Board of Surveying and Mapping. The survey was conducted in accordance with the Texas Surveying and Mapping Act and the rules and regulations of the Texas Board of Surveying and Mapping.

**terra firma** LAND SURVEYING  
5000 Lee Street, Suite 200, Austin, Texas 78746 512/452-0800 Fax 512/452-0800



# 41

Travis County Commissioners Court Agenda Request

Voting Session 9/30/08  
(Date)

Work Session \_\_\_\_\_  
(Date)

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

B. Requested Text: **Consider and take appropriate action on two Cash Security Agreement with Highland Homes, Austin for sidewalk fiscal for Commons @ Rowe Lane IIA Lot 20 Block L and Lot 5 Block J. /**

C. Approved by: \_\_\_\_\_  
Commissioner Gerald Daugherty

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

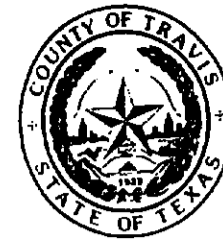
B. Have the agencies affected by this request been invited to attend the Work Session?  
Yes X No \_\_\_\_\_ Please list those contacted and their phone numbers:

- AM Anna Bowlin -- 854-9383
- Stacey Scheffel -- 854-9383
- Tim Pautsch -- 854-9383

III. Required Authorizations: Please check if applicable:

- \_\_\_\_\_ Planning and Budget Office (473-9106)
- \_\_\_\_\_ Additional funding for any department or for any purpose
- \_\_\_\_\_ Transfer of existing funds within or between any line item budget
- \_\_\_\_\_ Grant
- \_\_\_\_\_ Human Resources Department (473-9165)
- \_\_\_\_\_ A change in your department's personnel (reclassifications, etc.)
- \_\_\_\_\_ Purchasing Office (473-9700)
- \_\_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement
- \_\_\_\_\_ County Attorney's Office (473-9415)
- \_\_\_\_\_ Contract, Agreement, Policy & Procedure

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



**TRANSPORTATION AND NATURAL RESOURCES**

**JOSEPH P. GIESELMAN, EXECUTIVE MANAGER**

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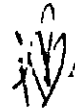
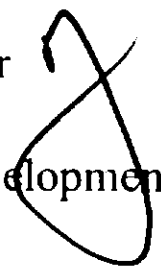
411 West 13th Street  
Executive Office Building  
PO Box 1748  
Austin, Texas 78767  
(512) 473-9383  
FAX (512) 708-4649

**MEMORANDUM**

**DATE:** September 18, 2008

**TO:** Members of the Commissioners Court

**THROUGH:** Joseph P. Gieselman, Executive Manager

**FROM:**  Anna M. Bowlin, Division Director, Development Services 

**SUBJECT:** Cash Security Agreements for sidewalks on lots in Commons @ Rowe Lane Phase 2A.

**Summary and Staff Recommendation:**

Highland Homes, aka Highland Homes, Austin, proposes to use these Cash Security Agreements, as follows: Lot 20 Block L \$780.00 Permit #08-2116, Lot 5 Block J \$850.92 Permit #08-1997, to post sidewalk fiscal where the sidewalks have not been completed, in this subdivision.

**Budgetary and Fiscal Impacts:**

There are no budgetary and/or fiscal impacts as this is fiscal posted for a development.

**Required Authorizations:**

The form of the Cash Security Agreement is from the Standards for Construction of Streets and Drainage in Subdivisions that were in place before August 28, 1997.

**Exhibits:**

Cash Security Agreements (2)  
Map

TP:AMB:tp

1102 Commons @ Rowe Lane Phase 2A

§ 82,1006. EXHIBIT 82.401 (C )

( c ) CASH SECURITY AGREEMENT

TO: Travis County, Texas *Attn: Tim*

DEVELOPER/BUILDER:

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: *850,92*

SUBDIVISION: *Commons @ Powe Lane*

DATE OF POSTING:

EXPIRATION DATE: Three Years From Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of the DEVELOPER/BUILDER 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 Sidewalks. 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/BUILDER prior to the Expiration Date to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative.

If this document needs to be renewed, it will be renewed at the then current rate for Sidewalks required by Travis County. In no case shall the amount of Security be less that the amount it would cost the County to complete the work if it becomes necessary.

Partial drafts and reductions in the amount of Security are permitted. 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 written consent of the DEVELOPER/BUILDER and the County.

CashSecurityAgreement/Sidewalks

Page 2

The DEVELOPER/BUILDER must indicate by signing the appropriate line, below, whether or not he wishes the escrowed funds to be invested and interest paid at the rate Travis County receives for its 90-day accounts. If so, he will be charged \$25.00 investment fee for every 90 days. The minimum amount of cash security that will be considered for investment is Two Thousand Dollars (\$2,000.00).

DEVELOPER/BUILDER \_\_\_\_\_ COMPANY NAME & ADDRESS \_\_\_\_\_

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

**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 Date

Funds shall not be invested and no interest shall be accrued to the Developer/Builder.

*Cynthia Hoover*  
\_\_\_\_\_  
Name Date

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: \_\_\_\_\_  
Date

\_\_\_\_\_  
COUNTY JUDGE, TRAVIS COUNTY, TEXAS

\_\_\_\_\_  
Date

§ 82,1006. EXHIBIT 82.401 (C )

( c) CASH SECURITY AGREEMENT

TO: Travis County TNR Travis County, Texas Attn: Tim Pausch

DEVELOPER/BUILDER: Highland Homes

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: 780,000

SUBDIVISION: The Commons @ Rowe Lane

DATE OF POSTING:

EXPIRATION DATE: Three Years From Date of Posting

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

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Page 2

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Highland Homes  
4201 W. Parmer Lane  
Bldg. B: Ste. 180  
Austin, TX 78727

DEVELOPER/BUILDER  
BY: Cynthia Hickock  
PRINT: Cynthia Hickock  
TITLE: Assistant Secretary

**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 Date

Funds shall not be invested and no interest shall be accrued to the Developer/Builder.

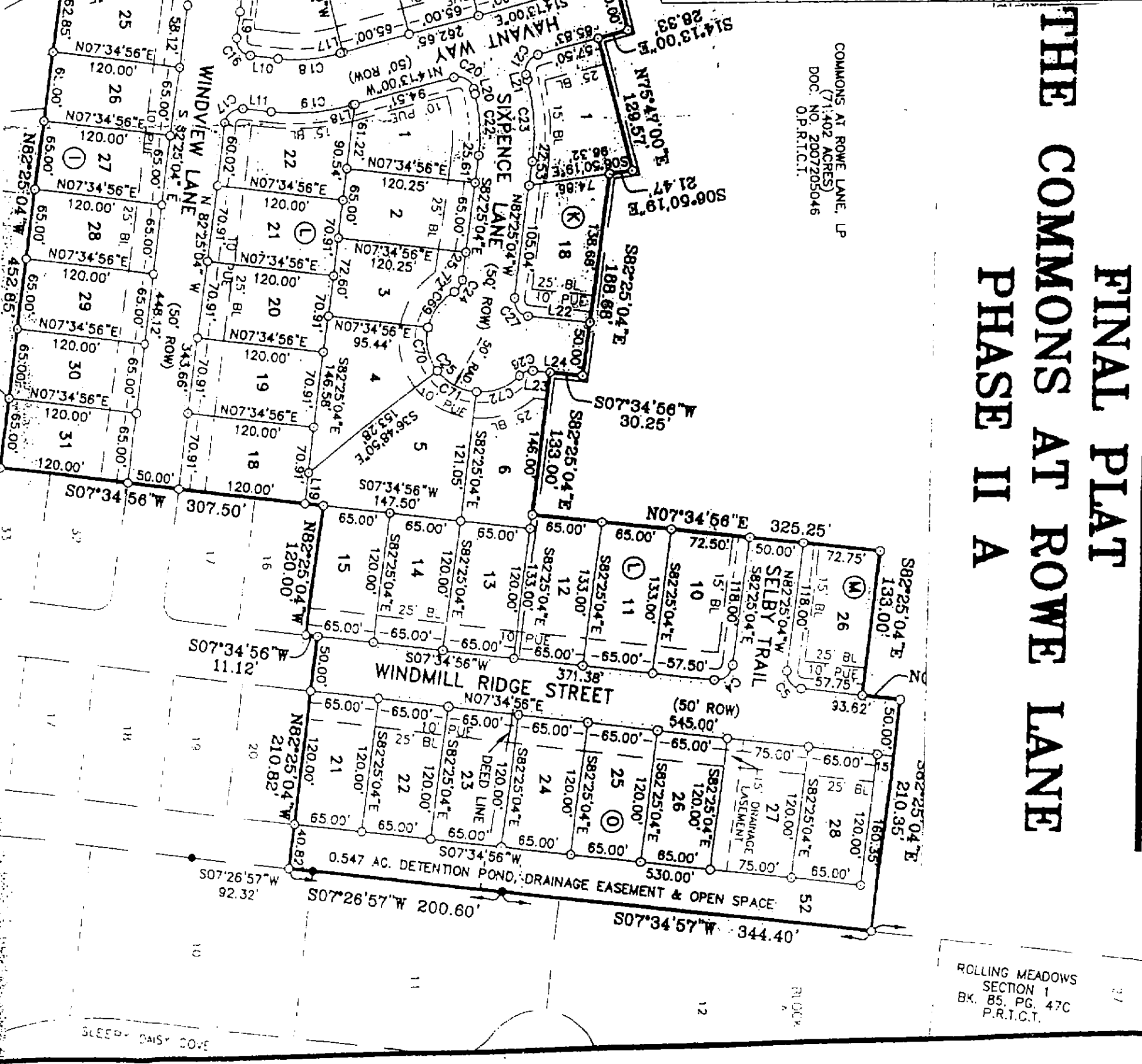
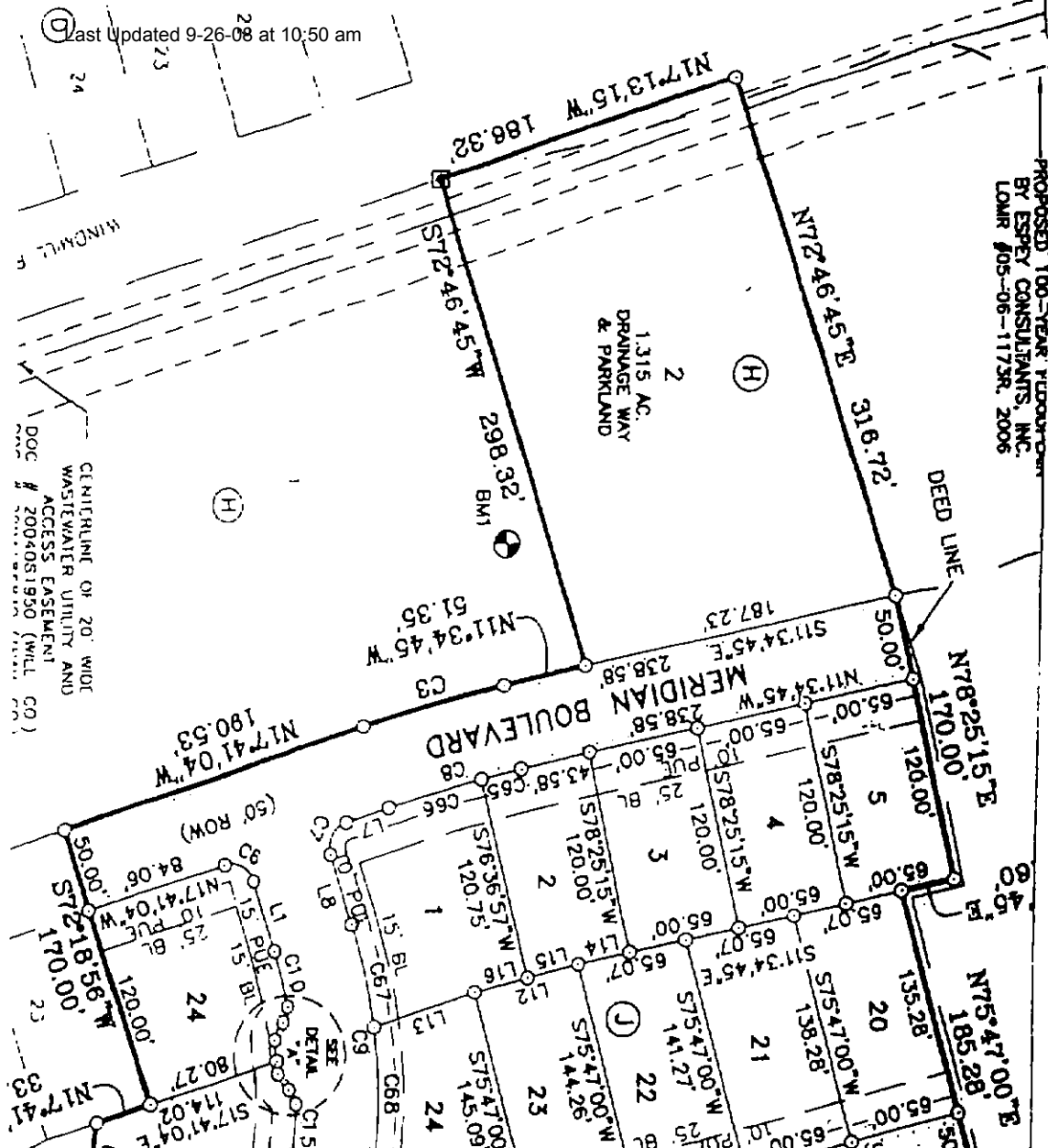
Cynthia Hickock  
Name Date

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: \_\_\_\_\_  
Date

\_\_\_\_\_  
COUNTY JUDGE, TRAVIS COUNTY, TEXAS

\_\_\_\_\_  
Date





# 42

Travis County Commissioners Court Agenda Request

Voting Session 9/30/08  
(Date)

Work Session \_\_\_\_\_  
(Date)

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

B. Requested Text: **Consider and take appropriate action on the request to use Alternative Fiscal for the Park at Blackhawk IV, Phase 6A, a subdivision in Precinct 2.**

C. Approved by: \_\_\_\_\_  
Commissioner Sarah Eckhardt, Precinct 2

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

B. Have the agencies affected by this request been invited to attend the Work Session?  
Yes X No \_\_\_\_\_ Please list those contacted and their phone numbers:

AB Anna Bowlin - 854-9383  
Mike Hettenhausen - 854-9383

Don Grigsby - 854-9383

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

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

Human Resources Department (473-9165)

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

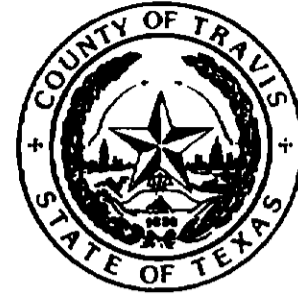
Purchasing Office (473-9700)

- \_\_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)

- \_\_\_\_\_ Contract, Agreement, Policy & Procedure

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



**TRANSPORTATION AND NATURAL RESOURCES**

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

---

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

**MEMORANDUM**

DATE: September 22, 2008

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna Bowlin, Director, Development Services 

SUBJECT: Approve the use of Alternative Fiscal for the Park at Blackhawk IV Phase 6A, a subdivision in Precinct 2

**Summary and Staff Recommendation:**

The developer of the subject subdivision requests to have the plat held in abeyance while the street and drainage facilities are constructed. The fiscal is posted with a Letter of Credit. Staff recommends approval of the proposed motion.

**Budgetary and Fiscal Impacts:**

Alternative Fiscal allows the developer to post only enough to restore the area should the developer not be able to complete the construction. However, the City of Pflugerville will not record the plat until the subdivision is built. Therefore the developer is required to go Alternative Fiscal to get the Travis County Basic Development Permit. The fiscal will be used for the development of this subdivision.

**Issues and Opportunities:**

Under Alternative Fiscal the Executive Manager of TNR holds the plat in abeyance and, upon completion of the items listed below, the Executive Manager authorizes the issuance of a Basic Development Permit for construction of streets and drainage facilities.

*Plat Status*

The City of Pflugerville has approved the Preliminary Plan. It is the City of Pflugerville's procedure not to approve the plat until the improvements are built. The plat has been reviewed by Travis County staff, and all comments have been addressed. The plat meets Travis County standards and has everything in place such that it could be recommended for approval at this time.

Page 2  
September 22, 2008

*Revegetation/Erosion Control Fiscal*

The fiscal for restoration has been posted with Travis County as a Letter of Credit in the amount of \$129,364.00.

*Access to Publicly Maintained Road*

The subdivision takes access from Speidel Drive, a major street in the overall development and now under construction.

*Waste Water Service*

Wastewater service for this subdivision will be provided by the Lakeside Water Control and Improvement District..

*Construction Plans and Engineer's Estimate of Construction Cost Approved*

The reviewer for the City of Pflugerville has approved the construction plans and is ready to sign the cover sheet. All construction plan comments, by Travis County staff, have been addressed and the reviewer is prepared to sign cover sheet of plans, which describe the improvements, and issue Permit #08-0955. The estimated cost of the improvements includes all costs related (including temporary erosion controls, etc.) to construct all streets and drainage facilities. The current estimate of the street and drainage construction cost for all internal improvements is \$1,580,585.91.

The developer has signed the attached statement acknowledging that this action does not imply or guarantee plat approval by the Commissioners' Court and that he/she understands the constraints related to the use of Alternate Fiscal.

**Background:**

The developer had originally planned to build a subdivision called the Park at Blackhawk IV Phase 6. However he decided to scale down the project, from 102 lots to 54 lots, and call it the Park at Blackhawk IV Phase 6A. It also contains 15.384 acres and 2808 linear feet of streets.

**Required Authorizations:**

No additional authorizations are required. The form of the Cash Security Agreement is from the Standards for Construction of Streets and Drainage in Subdivisions that were in place before August 28, 1997.

**Exhibits:**

Alternate Fiscal Acknowledgment  
Extension of Sixty-Day Period  
Site Location Maps

DV:AB:dv

1102 Park at Blackhawk IV Ph 6A

**§ EXHIBIT 82.401 (D) ALTERNATIVE FISCAL POLICY REQUEST AND  
ACKNOWLEDGEMENT**

**STATE OF TEXAS §**

**COUNTY OF TRAVIS §**

**TO THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:**

The undersigned Owner proposes to subdivide that certain tract of land more particularly described in Exhibit "A", which is attached hereto and made a part hereof. The owner requests that the Travis County's Transportation and Natural Resources Department ("TNR") hold the proposed plat of the land in abeyance until all of the proposed subdivision Improvements have been constructed to Travis County Standards for the Construction of Streets and Drainage in Subdivision (the "Standards") to the satisfaction of the Executive Manager of TNR. In order to qualify for this Alternative Fiscal Policy, the proposed subdivision must meet the access criteria set forth in the Standards.

Under this Policy, the Owner is not required to post fiscal Security to secure the construction of the Improvements, but is required to obtain a Travis County Development Permit. The owner will be required to post fiscal for boundary street improvements if they are not to be completed during the construction of the Improvements. Additionally, the Owner shall file Security with the submitted Final Plat to secure restoration of disturbed areas should construction not be completed.

Upon satisfactory completion of the Improvements, the submitted plat shall be forwarded by TNR to the Commissioners Court for approval and recording.

If the Owner elects to proceed under this option, the Owner acknowledges and agrees that, until the plat is filed the Owner may not use the proposed subdivision's description in a contract to convey real property, unless the conveyance is expressly contingent on the recording and approval of the final plat and the purchaser is not given the use or the occupancy of the real property before the recording of the final plat, under penalty of prosecution under Section 12.002 of the Texas Property Code. In addition, the approval of Alternative Fiscal in no way constitutes approval of the proposed plat.

If the plat is to be approved and filed, the Owner must post Security in the amount of 10% of the cost of the Improvements to secure the performance of the construction of the Improvements for one year from the date of the approval of the plat and the acceptance of the construction by the County.

Executed this 8<sup>th</sup> day of July, 2008.

OWNER:

By: Rowe Lane Development, L.P.

Name: Robert M. Tiemann

Title: President  
Authorized Representative

TRAVIS COUNTY, TEXAS By: \_\_\_\_\_  
County Judge

ACKNOWLEDGEMENT

STATE OF TEXAS §  
  §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me by Robert M. Tiemann on the  
8<sup>th</sup> day of July, 2008, in the capacity stated herein.

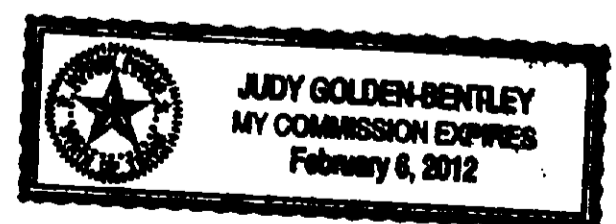
Judy Golden-Bentley

Notary Public in and for  
the State of Texas

Judy Golden-Bentley

Printed or typed name of  
notary

My commission  
expires: 2/06/12



ACKNOWLEDGEMENT

STATE OF TEXAS §  
  §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me by \_\_\_\_\_ on the  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, in the capacity stated herein.

\_\_\_\_\_  
Notary Public in and  
for the State of Texas

\_\_\_\_\_  
Printed or typed name  
of notary  
My commission  
expires: \_\_\_\_\_

Mailing Address of Owner:

Rowe Lane Development, Ltd.  
Robert M. Tiemann  
4421 Rowe Lane  
Pflugerville TX 78660

**Exhibit "A"**

STATE OF TEXAS  
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS THAT ROWE LANE DEVELOPMENT, LTD., ACTING BY AND THROUGH TIEMANN LAND AND CATTLE DEVELOPMENT, INC. BY ROBERT M. TIEMANN, OWNER OF THAT CERTAIN 28.315 ACRES TRACT OF LAND OUT OF THE V. W. SWEARENGEN SURVEY NO. 32, CONVEYED TO IT BY DEED RECORDED IN DOCUMENT NUMBER 2008106916 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 15.384 ACRES OUT OF SAID TRACT IN ACCORDANCE WITH CHAPTER 232 AND CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE AS SHOWN HEREON, TO BE KNOWN AS "THE PARK AT BLACKHAWK IV, PHASE 6A" AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON SHOWN ON SAID PLAT, SUBJECT TO ANY EASEMENTS AND / OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE 2<sup>nd</sup> DAY OF SEPTEMBER A. D. 2008

ROWE LANE DEVELOPMENT, LTD.

BY: TIEMANN LAND AND CATTLE DEVELOPMENT, INC.



**EXHIBIT 82.201(C)**

**EXTENSION OF SIXTY DAY PERIOD FOR COMPLETED PLAT APPLICATION FINAL ACTION**

Date: \_\_\_\_\_

Owner's Name and Address: Rowe Lane Development, Ltd.

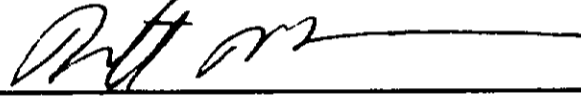
4421 Rowe Ln.

Pflugerville, TX 78660

Proposed Subdivision Name and Legal Description (the "Property"): **Park at Blackhawk IV Section 6A**

The undersigned Owner and the Executive Manager of Travis County Transportation and Natural Resources Department hereby agree that the sixty (60) day period for final action to be taken on a Completed Plat Application for the Property is hereby extended by mutual agreement and without compulsion until the date that all subdivision requirements have been met to Travis County standards to the satisfaction of the Executive Manager of TNR.

Executed and affective as of the date set forth below.

Owner: 

By: Robert Tiemann

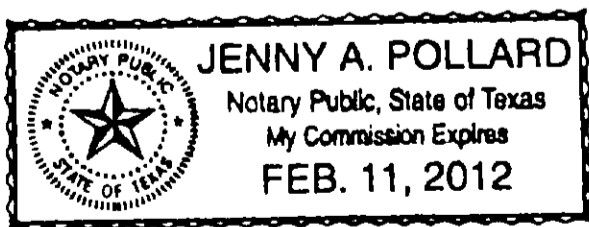
Name: \_\_\_\_\_

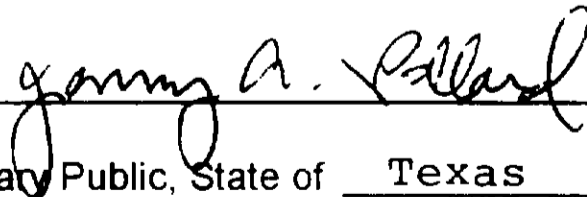
Title: Authorized Representative

**ACKNOWLEDGEMENT**

STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 1st day of April, 2008,  
by Robert Tiemann of Travis County, Texas known to me personally or on the basis of an  
approved form of identification, in the capacity stated.



  
Notary Public, State of Texas


My Commission Expires: 02/11/12

Jenny A. Pollard

(Printed Name of Notary)

EXHIBIT 82.201( C )  
EXTENSION OF SIXTY DAY PERIOD – PAGE 2 OF 2

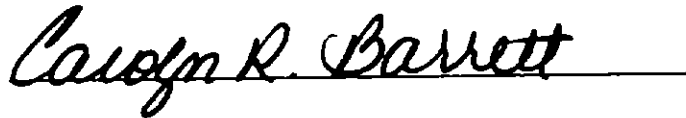
Travis County

By:   
Executive Manager  
Travis County Transportation and Natural Resources Department

ACKNOWLEDGEMENT

STATE OF TEXAS  
COUNTY OF TRAVIS

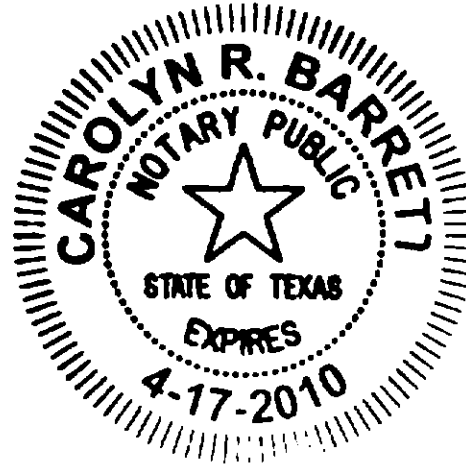
This instrument was acknowledged before me on the 23<sup>rd</sup> day of September, 2008, by Joseph P. Gieselman Executive Manager of Travis County, Texas known to me personally or on the basis of an approved form of identification, in the capacity stated.



Notary Public, State of Texas

My Commission Expires: 4-17-2010

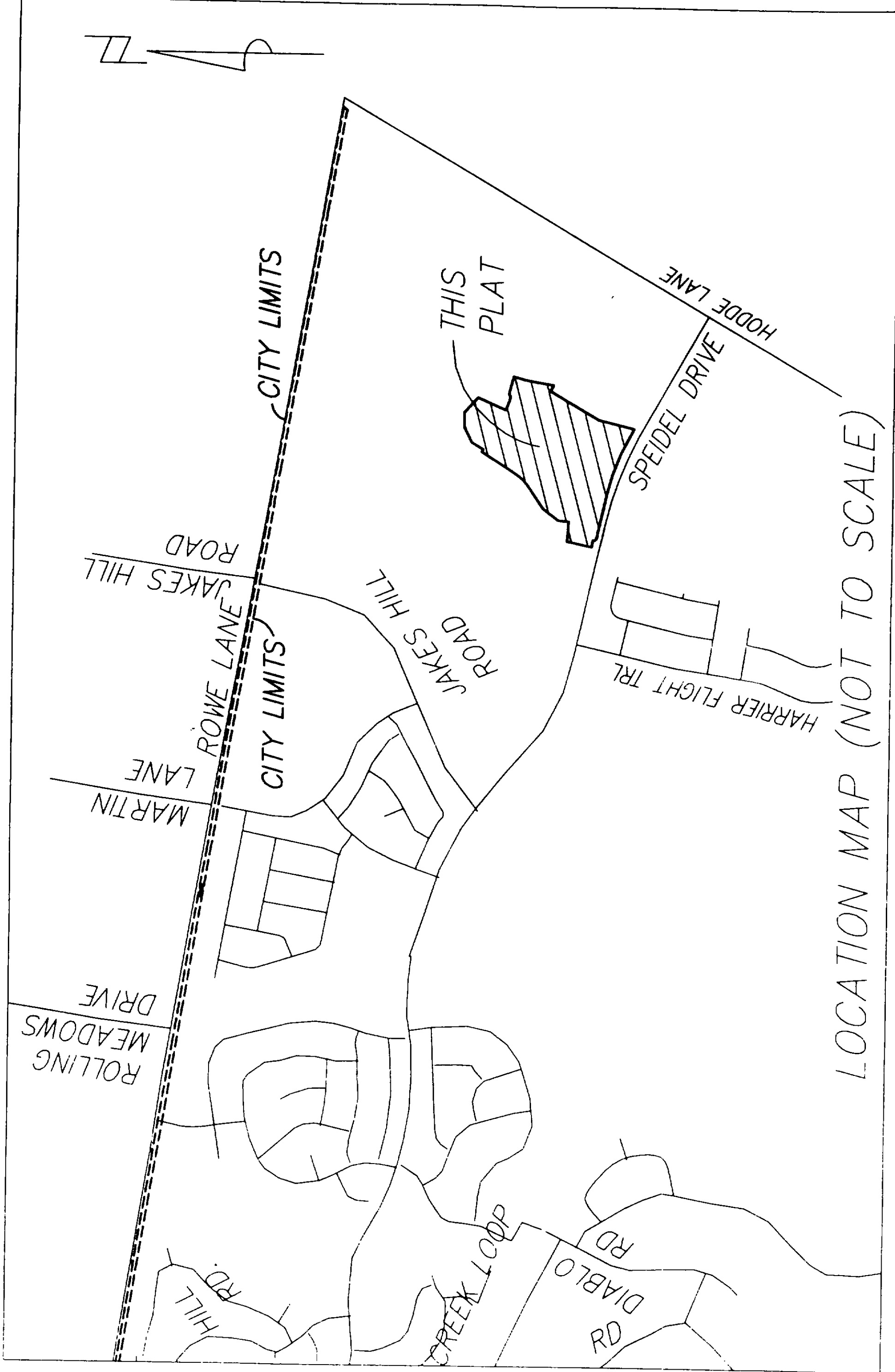
Carolyn R. Barrett  
(Printed Name of Notary)



After Completing Return To:

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

Attention: Darla Vasterling



LOCATION MAP (NOT TO SCALE)

**Legend**

**Roadway Type**

- - - State Maintained
- - - Incorporated
- - - Travis County Maintained
- - - Not Maintained
- - - Private
- - - Rejection of Dedication
- - - Undedicated - Private
- - - Proposed/In Progress Roadway
- - - Railroad
- - - Creek
- - - Water Body
- - - Park
- - - Incorporated Area
- - - County Boundary
- - - Commissioner Precinct
- - - Precinct 1
- - - Precinct 2
- - - Precinct 3

**Travis County Location Map**

**Map Information:**

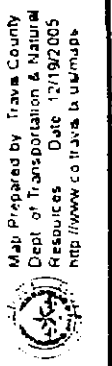
- \*Note: For readability purposes, not all of the State Maintained roadways are shown on this map.
- Sources: CoA Roads - CoA 11/05
- Incorporated Roads - Travis County 11/05
- Proposed Roads - various
- Water Bodies - NHU 05 Parks
- Travis County 04 CoA Parks
- CoA 12/05 Commissioner Precincts - Travis County Voter Registrar 2002

Park at Blackhawk N, Phase 6  
Precinct 2

Precinct 2

Precinct 1

Precinct 3



Map Prepared by Travis County  
Dept of Transportation & Natural Resources  
Date 12/19/2005  
http://www.co.tx.us/transportation

# Travis County Roadways, Map A

**Text Scale**  
1 inch equals 1.002 miles  
1 inch equals 5,292 feet

Map disclaimer: This map was created for the Travis County GIS system for identifying Travis County Maintained roadways. The data is provided as is, with no warranties of any kind. For more information, contact the Travis County GIS Coordinator at 512/761-4918.

**Travis County Commissioners Court Agenda Request**

Voting Session: September 30, 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 items related the Community Development Block Grant provided by the U. S. Department of Housing and Urban Development:

- A. Request to approve the resolution of the Travis County Commissioners Court authorizing the Executive Manager of Travis County Health and Human Services to sign certain documents related to the Community Development Block Grant;
- B. Request to authorize the use of internal HHSVS resources for operating expenses until a fully executed Program Year 2008 grant agreement is obtained from the U.S. Department of Housing and Urban Development;
- C. Request to approve the certificate of exemptions from environmental assessment for the following Program Year 2008 projects: 1) Family Support Services Social Work Services Expansion; 2) Design, engineering and environmental services for the Lava Lane Substandard Road Street Improvement; 3) Water/Wastewater and Other Project Planning 4) Administrative Expenses; and
- D. Other Related Items.

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

\_\_\_\_\_

Signature of Commissioner(s) or County Judge

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

Mary Etta Gerhardt, Assistant County Attorney  
 Rodney Rhoades, PBO  
 Travis Gatlin, PBO  
 Susan Spataro, Travis County Auditor  
 Kimberly Walton, Chief Assistant County Auditor  
 Cyd Grimes, Travis County Purchasing Agent  
 Donna Herwig, HHSVS

Jane Prince Maclean, HHSVS  
 Kathleen Haas, HHSVS  
 Lee Turner, TNR  
 DeDe Bell, Auditor's Office  
 Jason Walker, Purchasing  
 Andrea Colunga Bussey, HHSVS  
 Janice Cohoon, Auditor's Office

RECEIVED  
 COUNTY CLERK'S OFFICE  
 08 SEP 24 AM 11:12

- 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
- County Attorney's Office (854-9415)
- Contract, Agreement, Policy & Procedure

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



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

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

**MEMORANDUM**

**Date:** September 23, 2008

**To:** Members of the Commissioners Court

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

**Subject:** Community Development Block Grant (CDBG)

**Proposed Motion:**

Consider and take appropriate action on items related the Community Development Block Grant provided by the U. S. Department of Housing and Urban Development:

- A. Request to approve the resolution of the Travis County Commissioners Court authorizing the Executive Manager of Travis County Health and Human Services to sign certain documents related to the Community Development Block Grant;
- B. Request to authorize the use of internal HHSVS resources for operating expenses until a fully executed Program Year 2008 grant agreement is obtained from the U.S. Department of Housing and Urban Development;
- C. Request to approve the certificate of exemptions from environmental assessment for the following Program Year 2008 projects: 1) Family Support Services Social Work Services Expansion; 2) Design, engineering and environmental services for the Lava Lane Substandard Road Street Improvement; 3) Water/Wastewater and Other Project Planning 4) Administrative Expenses; and

D. Other Related Items.

**Summary and Staff Recommendations:**

- A. Staff recommends the approval of the resolution allowing the Executive Manager of HHS/VS to sign certain documents related to CDBG including the designation of employees who may access IDIS (HUD's data management system), verification that the plans and programs of local agencies are in alignment with the Travis County CDBG Consolidated Plan; and non-contractual documents which do not bind Travis County to any obligations or requirements. This resolution allows the Department to process these CDBG related items in a timely and efficient manner, and to improve the use of the Commissioners Court time.
- B. The Department requests permission to use general fund operating resources to cover CDBG operating expenses until the grant agreement for Program Year (PY) 2008 can be executed. It is necessary to implement this practice for two reasons – 1) historically the grant contract from the U.S. Department of Housing and Urban Development (HUD) is not ready for execution until the first quarter of the new program year, and 2) some expenses will need to occur prior to the end of the first quarter. The general fund expenditures identified as CDBG are reclassified into grant expenses when there is a fully executed grant contract.
- C. Staff recommends the approval of the certification of exemption for the FSS social work services expansion project, the design and engineering services related to the Lava Lane substandard road street improvement project, the Water/wastewater and other project planning project and administrative expenses. As outlined in 24 CFR Part 58.34(a)(4), the public service project, the planning project and the design and engineering of the Lava Lane project are exempt from environmental review. The U.S. Department of Housing and Urban Development (HUD) requires an authority of the grantee to certify the findings of the environmental review. Staff recommends the Court authorize the County Judge as said authority and allow signature of the HUD required documents.

**Budgetary and Fiscal Impacts:**

- A. No budget impact.
- B. The Department will reallocate funds from the Executive Manager's general fund training and seminars line item (001-5830-601-6504) into the general fund advertising line item (001-5830-601-6029) to provide dollars for advertising prior to the execution of the grant agreement. This reallocation will only be made if needed. The estimated dollar amount is \$5,000, which is based on the

advertising costs for the Consolidated Annual Performance Evaluation Report, which occurs in November. Additionally, the Department will also use approximately \$240 from the cell phone allowance line item of (001-5830-601-4107) to pay for CDBG staff cell phone allowance until the execution of the grant agreement.

All of the appropriate general fund expenditures will be reclassified as CDBG grant expenditures when the grant budget is established by the County Auditors office, resulting in a zero impact on the general funds resources. No matching funds are required. The department anticipates a contract with an allocation of \$833,133 will be available before December 31, 2008.

- C. Completion of the exemptions allows Travis County to request reimbursement for expenses related to the FSS expansion project, administrative expenses, design and engineering costs for Lava Lane or water/wastewater and other project planning. Any dollars expended for these projects prior to the full execution of the form are ineligible for reimbursement.

#### **Issues and Opportunities:**

- A. The resolution allows the CDBG staff to use more wisely, the Court's time related to CDBG items and signature of certain documents.
- B. The use of general funds allows the administrative staff to continue with general business functions related to CDBG administration.
- C. Approval of the exemptions allows CDBG staff to remain in compliance with HUD environmental review standards.

#### **Background:**

- A. Samuel T. Biscoe, Travis County Judge, was designated as the Certifying Official for Travis County under the CDBG Grant. The Certifying Official may designate a certain Authorizing Official to sign documents related to the CDBG Grant agreement and activities.
- B. Program Year 2008 marks the first year that Administrative operating expenses will be charged to the CDBG grant. Pre-award costs and PY 06 and PY 07 administrative costs were paid for with county general funds.
- C. In the HUD grant agreement, which is signed by Travis County, it states: "The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulation issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58."



In 24 CFR Part 58.2(A)(2), it states "Certifying Officer means the official who is authorized to execute the Request for Release of Funds and Certification and has the legal capacity to carry out the responsibilities of Sec. 58.13."

In 58.13, it states " Under the terms of the certification required by Sec. 58.71, a responsible entity's certifying officer is the ``responsible Federal official" as that term is used in section 102 of NEPA and in statutory provisions cited in Sec. 58.1(b). The Certifying Officer is therefore responsible for all the requirements of section 102 of NEPA and the related provisions in 40 CFR parts 1500 through 1508, and 24 CFR part 58, including the related Federal authorities listed in Sec. 58.5. The Certifying Officer must also:

- (a) Represent the responsible entity and be subject to the jurisdiction of the Federal courts. The Certifying Officer will not be represented by the Department of Justice in court; and
- (b) Ensure that the responsible entity reviews and comments on all EISs prepared for Federal projects that may have an impact on the recipient's program.

**RESOLUTION OF THE TRAVIS COUNTY COMMISSIONERS COURT AUTHORIZING  
EXECUTIVE MANAGER,  
TRAVIS COUNTY HEALTH, HUMAN SERVICES AND VETERANS SERVICES  
TO SIGN CERTAIN DOCUMENTS RELATED TO  
THE COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT**

**STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS           §**

**WHEREAS**, Travis County is the recipient of Community Development Block Grant (CDBG) funds granted by the U. S. Department of Housing and Urban Development (HUD) under a grant agreement ("County Grant") pursuant to Title I of the Housing and Community Development Act of 8174, as amended, (42 U.S.C. 5301) and under the 1990 National Affordable Housing Act (Public Law 102-550); and

**WHEREAS**, the Honorable Samuel T. Biscoe, Travis County Judge, was designated as the Certifying Official for Travis County under the CDBG Grant; and

**WHEREAS**, the Certifying Official may designate a certain Authorizing Official to sign documents related to the CDBG Grant agreement and activities.

**NOW, THEREFORE, be it hereby resolved by the Travis County Commissioners Court:**

1. that Sherri Fleming, Executive Manager, Travis County Health, Human Services and Veterans Services (or her successor) is designated as an "Authorizing Official" and authorized to sign documents relating to:
  - a. Designation of employees who may access IDIS (HUD's data management system); and
  - b. Verification that the plans and programs of local agencies are in alignment with the Travis County CDBG Consolidated Plan; and
  - c. Non-contractual documents which do not bind Travis County to any obligations or requirements; and
2. that the Authorizing Official may, at her discretion, bring any item listed above before the Commissioners Court for consideration and approval where she deems the Court's consideration to be necessary and appropriate; and
3. that the Authorizing Official will provide notice to the Commissioners Court of action taken under the authorization of this Resolution; and
4. that this Resolution shall be in full force and effect from and after the date of its adoption.

**PASSED AND APPROVED** this 16th day of September, 2008.

\_\_\_\_\_  
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

## Certification of Exemption for HUD funded projects

Determination of activities listed at 24 CFR 58.34(a)  
 May be subject to provisions of Sec 58.6, as applicable

Grant Recipient: Travis County, Texas

Project Name: PY 2008 Family Support  
 Services Social Work Expansion Project

**Project Description (Include all actions which are either geographically or functionally related):**  
 One social worker to provide social work services for individuals and families including but not limited to: case management, crisis intervention, information and referral and non-clinical counseling.

Location: Unincorporated areas of Precincts 1& 4

Funding Source: CDBG HOME ESG HOPWA EDI Capital Fund Operating Subsidy Hope VI Other

Funding Amount: \$ 64,788

Grant Number: B-08-UC-48-503

**I hereby certify that the abovementioned project has been reviewed and determined an Exempt activity per 24 CFR 58.34(a) as follows:**

	1. Environmental & other studies, resource identification & the development of plans & strategies;
	2. Information and financial services;
	3. Administrative and management activities;
X	4. Public services that will not have a physical impact or result in any physical changes, including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs;
	5. Inspections and testing of properties for hazards or defects;
	6. Purchase of insurance;
	7. Purchase of tools;
	8. Technical assistance and training;
	9. Engineering or design costs;
	10. Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration;
	11. Payment of principal and interest on loans made or obligations guaranteed by HUD;
	12. Any of the categorical exclusions listed in Sec. 58.35(a) provided that there are no circumstances that require compliance with any other Federal laws and authorities cited in Sec. 58.5.

If your project falls into any of the above categories, no Request for Release of Funds (RROF) is required, and no further environmental approval from HUD will be needed by the recipient for the draw-down of funds to carry out exempt activities and projects. The responsible entity must maintain this document as a written record of the environmental review undertaken under this part for each project.

By signing below the Responsible Entity certifies in writing that each activity or project is exempt and meets the conditions specified for such exemption under section 24 CFR 58.34(a). Please keep a copy of this determination in your project files.

Samuel T. Biscoe  
 Responsible Entity Certifying Official Name

Travis County Judge  
 Title (please print)

\_\_\_\_\_  
 Responsible Entity Certifying Official Signature

\_\_\_\_\_  
 Date

(Certifying Official must sign only if this certification is needed to be sent to HUD. A Responsible Entity authorizing signature is allowable otherwise)

## Certification of Exemption for HUD funded projects

Determination of activities listed at 24 CFR 58.34(a)  
 May be subject to provisions of Sec 58.6, as applicable

Grant Recipient: Travis County, Texas Project Name: PY 06 Lava Lane Roadway Extension

Project Description (Include all actions which are either geographically or functionally related):  
The project includes Engineering Design and Environmental Services necessary to extend Lava Lane to allow access for emergency vehicles and school buses along with access to public roads for lots that currently have no access.

Location: Lava Lane in Southeast Travis County, Texas (See attached map)

Funding Source: CDBG HOME ESG HOPWA EDI Capital Fund Operating Subsidy Hope VI Other

Funding Amount: \$83,659. Grant Number: B-06-UC-48-0503

**I hereby certify that the abovementioned project has been reviewed and determined an Exempt activity per 24 CFR 58.34(a) as follows:**

√	1. Environmental & other studies, resource identification & the development of plans & strategies;
	2. Information and financial services;
	3. Administrative and management activities;
	4. Public services that will not have a physical impact or result in any physical changes, including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs;
	5. Inspections and testing of properties for hazards or defects;
	6. Purchase of insurance;
	7. Purchase of tools;
	8. Technical assistance and training;
√	9. Engineering or design costs;
	10. Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration;
	11. Payment of principal and interest on loans made or obligations guaranteed by HUD;
	12. Any of the categorical exclusions listed in Sec. 58.35(a) provided that there are no circumstances that require compliance with any other Federal laws and authorities cited in Sec. 58.5.

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Samuel T. Biscoe  
 Responsible Entity Certifying Official Name

Travis County Judge  
 Title (please print)

\_\_\_\_\_  
 Responsible Entity Certifying Official Signature

\_\_\_\_\_  
 Date

(Certifying Official must sign only if this certification is needed to be sent to HUD. A Responsible Entity authorizing signature is allowable otherwise)

## Certification of Exemption for HUD funded projects

Determination of activities listed at 24 CFR 58.34(a)  
 May be subject to provisions of Sec 58.6, as applicable

Grant Recipient: Travis County, Texas

Project Name: PY 2008 Water/Wastewater and Other Project Planning

**Project Description (Include all actions which are either geographically or functionally related):**

A Senior Engineer will provide planning support for water, wastewater and other public works projects as well as project management for public works projects.

Location: 16 neighborhoods within the unincorporated areas of the county

Funding Source: CDBG HOME ESG HOPWA EDI Capital Fund Operating Subsidy Hope VI Other

Funding Amount: \$ 108,704 Grant Number: B-08-UC-48-503

**I hereby certify that the abovementioned project has been reviewed and determined an Exempt activity per 24 CFR 58.34(a) as follows:**

X	1. Environmental & other studies, resource identification & the development of plans & strategies;
	2. Information and financial services;
X	3. Administrative and management activities;
	4. Public services that will not have a physical impact or result in any physical changes, including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs;
	5. Inspections and testing of properties for hazards or defects;
	6. Purchase of insurance;
	7. Purchase of tools;
	8. Technical assistance and training;
	9. Engineering or design costs;
	10. Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration;
	11. Payment of principal and interest on loans made or obligations guaranteed by HUD;
	12. Any of the categorical exclusions listed in Sec. 58.35(a) provided that there are no circumstances that require compliance with any other Federal laws and authorities cited in Sec. 58.5.

If your project falls into any of the above categories, no Request for Release of Funds (RROF) is required, and no further environmental approval from HUD will be needed by the recipient for the draw-down of funds to carry out exempt activities and projects. The responsible entity must maintain this document as a written record of the environmental review undertaken under this part for each project.

By signing below the Responsible Entity certifies in writing that each activity or project is exempt and meets the conditions specified for such exemption under section 24 CFR 58.34(a). Please keep a copy of this determination in your project files.

Samuel T. Biscoe  
 Responsible Entity Certifying Official Name

Travis County Judge  
 Title (please print)

\_\_\_\_\_  
 Responsible Entity Certifying Official Signature

\_\_\_\_\_  
 Date

(Certifying Official must sign only if this certification is needed to be sent to HUD. A Responsible Entity authorizing signature is allowable otherwise)

## Certification of Exemption for HUD funded projects

Determination of activities listed at 24 CFR 58.34(a)  
 May be subject to provisions of Sec 58.6, as applicable

Grant Recipient: Travis County, Texas

Project Name: PY 2008 Administrative Expenses

Project Description (Include all actions which are either geographically or functionally related):

General operating expenses and the Analysis of Impediments to Fair Housing Choice.

Location: Not Applicable

Funding Source: CDBG HOME ESG HOPWA EDI Capital Fund Operating Subsidy Hope VI Other

Funding Amount: \$ 53,505

Grant Number: B-08-UC-48-503

**I hereby certify that the abovementioned project has been reviewed and determined an Exempt activity per 24 CFR 58.34(a) as follows:**

X	1. Environmental & other studies, resource identification & the development of plans & strategies;
	2. Information and financial services;
X	3. Administrative and management activities;
	4. Public services that will not have a physical impact or result in any physical changes, including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs;
	5. Inspections and testing of properties for hazards or defects;
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	7. Purchase of tools;
	8. Technical assistance and training;
	9. Engineering or design costs;
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	11. Payment of principal and interest on loans made or obligations guaranteed by HUD;
	12. Any of the categorical exclusions listed in Sec. 58.35(a) provided that there are no circumstances that require compliance with any other Federal laws and authorities cited in Sec. 58.5.

If your project falls into any of the above categories, no Request for Release of Funds (RROF) is required, and no further environmental approval from HUD will be needed by the recipient for the draw-down of funds to carry out exempt activities and projects. The responsible entity must maintain this document as a written record of the environmental review undertaken under this part for each project.

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Samuel T. Biscoe  
 Responsible Entity Certifying Official Name

Travis County Judge  
 Title (please print)

\_\_\_\_\_  
 Responsible Entity Certifying Official Signature

\_\_\_\_\_  
 Date

(Certifying Official must sign only if this certification is needed to be sent to HUD. A Responsible Entity authorizing signature is allowable otherwise)

# 44 ✓

**Travis County Commissioners Court Agenda Request**

Voting Session: September 30, 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 an amendment to the Six Party Agreement for the Northridge Acres Water Improvement project which allows Travis County to access \$150,000 in Williamson County Community Development Block Grant funds.

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

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

Mary Etta Gerhardt, Assistant County Attorney  
 Rodney Rhoades, PBO  
 Travis Gatlin, PBO  
 Susan Spataro, Travis County Auditor  
 Kimberly Walton, Chief Assistant County Auditor  
 Cyd Grimes, Travis County Purchasing Agent  
 Joe Gieselman, Executive Manager, TNR  
 Jessica Rios, PBO

Melinda Mallia, TNR  
 Cynthia McDonald, TNR  
 Lee Turner, TNR  
 DeDe Bell, Auditor's Office  
 Jason Walker, Purchasing  
 Steven Manilla, TNR  
 Donna Williams Jones, TNR  
 Janice Cohoon, Auditor's Office

- III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

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

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Policy & Procedure

RECEIVED  
COUNTY JUDGE'S OFFICE  
09 SEP 24 AM 11:12

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



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

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

**MEMORANDUM**

**Date:** September 23, 2008

**To:** Members of the Commissioners Court

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

**Subject:** Six Party Agreement for Northridge Acres Water Line Improvement Project

**Proposed Motion:**

Consider and take appropriate action on an amendment to the Six Party Agreement for the Northridge Acres Water Improvement project which allows Travis County to access \$150,000 in Williamson County Community Development Block Grant funds;

**Summary and Staff Recommendations:**

Staff recommends the approval of the amendment to the Six Party Agreement, which allows Travis County to access \$150,000 in Williamson County CDBG funds. The original six party agreement was executed in March 2005 and contractually obligated Williamson County to contribute \$150,000 for the Northridge Acres water line improvement project. The amendment provides HUD required CDBG contract language and allows the County to use the funds for work completed in the public right of way as well as eligible residential connections to the transmission line.



**Budgetary and Fiscal Impacts:**

The execution of this agreement provides a funding source for the eligible residential connections for the Williamson County portion of the project as well as dollars for the transmission lines. Funds will be available through reimbursement of expenses from Williamson County.

**Issues and Opportunities:**

Construction is underway and the public right of way work is 90% complete.

Williamson and Travis County CDBG staff met with HUD to ensure that it would view the execution of the Six Party Agreement in 2005 as the date of contract execution from which billing for allowable expenses can occur. HUD has approved this action in writing, and as such, the agreement is reflected as an amendment to the Six Party Agreement rather than an inter-local.

Williamson County anticipates having the amendment on their Court agenda next week. The remaining four entities will be contacted for signature.

**Background:**

The six party agreement is an agreement with the six entities involved in the Northridge Acres water line improvement project. Those parties are: Travis County, Williamson County, City of Austin, Texas Water Development Board, Williamson County Health Department and the Northridge Water Supply Corporation. It was executed in March 2005, and as such, this agreement contractually obligated the parties to provide certain monies, services or resources to complete the installation of water lines for the Northridge Acres subdivision.

A variety of funding sources are paying for the water line improvement including funds from the Texas Water Development Board, Williamson County CDBG, Travis County CDBG, ORCA CDBG, and Travis and Williamson County general funds and/or in-kind services.

**AMENDMENT TO THE SIX PARTY AGREEMENT FOR THE  
NORTHRIDGE WATER SUPPLY CORPORATION PROJECT  
BETWEEN THE TEXAS WATER DEVELOPMENT BOARD, THE CITY OF AUSTIN,  
WILLIAMSON COUNTY,  
TRAVIS COUNTY, NORTHRIDGE WATER SUPPLY CORPORATION AND  
WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT  
FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

THIS AMENDMENT TO THE SIX PARTY AGREEMENT FOR THE NORTHRIDGE WATER SUPPLY CORPORATION PROJECT (" Amendment"), is entered into by and between The Texas Water Development Board ("TWDB"), the City of Austin ("City"), Williamson County ("County"), Travis County ("Subrecipient"), Northridge Water Supply Corporation and Williamson County and Cities Health District ("District") ; and

WHEREAS, the Six Party Agreement ("Agreement") was intended to facilitate funding improvements to the Northridge Water Supply Corporation's water system through the Texas Water Development Board's Small Community Hardship Program in order to remedy identified deficiencies in the said water system; and

WHEREAS, the Six Party Agreement contemplates a cooperative effort by the six parties thereto in coordinating the Northridge Water Supply Corporation Project ("Project"), which consists of the design and construction of a new distribution system to convey potable water from a connection with the City of Austin's water system to the existing customers of the Northridge Water Supply Corporation, including, but not limited to: distribution lines, fire hydrants, service laterals, valves, meters and connections to the structures of existing customers of the Northridge Water Supply Corporation; pavement repair; and demolition and removal of existing Corporation water storage and pumping facilities; and

WHEREAS, pursuant to the Six Party Agreement, the County agreed to contribute \$150,000 of its CDBG funds (the "Funds") to the Project, and the Subrecipient has agreed to manage and administer the construction of the Project, manage all funds for such construction, including the Funds, and track, document and pay Project expenditures.; and

WHEREAS, the Parties desire to identify the source of funding and set forth the terms for expenditure of County's \$150,000 commitment pursuant to the terms of this Amendment

WHEREAS, the County is the recipient of Community Development Block Grant (CDBG) funds granted by the U. S. Department of Housing and Urban Development (HUD) under a grant agreement ("County Grant") pursuant to Title I of the Housing and Community Development Act of 8174, as amended, (42 U.S.C. 5301) and under the 1990 National Affordable Housing Act (Public Law 102-550); and

WHEREAS, Subrecipient is also the recipient of Community Development Block Grant (CDBG) funds granted by the U. S. Department of Housing and Urban Development (HUD) under a grant agreement (Subrecipient Grant) pursuant to applicable law;; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**The Parties to the Agreement hereby agree to amend the Agreement by adding the following Article IX:**

**ARTICLE IX TRAVIS COUNTY/WILLIAMSON COUNTY GRANT AGREEMENT**

**PART I**

**1. PURPOSE:**

A. **AFFECTED PARTIES.** The Parties acknowledge and agree that the terms of this Amendment set forth an agreement only as between Williamson County ("County") and Travis County ("Subrecipient"), and that the performance requirements and obligations provided for under this Amendment are requirements and obligations only as to County and Subrecipient and do not obligate the other Parties to the Agreement in any way.

**B. BASIC SCOPE OF THE AMENDMENT**

1. County shall tender the Funds to Subrecipient subject to the terms of this Amendment. Such payment will be made based on monthly invoices submitted by Subrecipient to County pursuant to applicable Grant requirements and this Amendment within thirty (30) days of receipt by County of a complete and correct invoice from Subrecipient.
2. Subrecipient shall manage and administer the construction of the Project; manage all funds related to the Project, including the Funds; and track, document and pay Project expenditures pursuant to this Amendment and the Subrecipient Grant.
3. Subrecipient shall provide a grant/construction manager for the Project who shall be responsible for the management of the administration of Project funding and manage the Project's construction activity.
4. Subrecipient shall expend and apply the Funds on construction costs only. "Construction Costs" shall mean and include costs typically associated with the construction and installation of water distribution systems including, but not necessarily limited to distribution lines, fire hydrants, service laterals, valves, meters and connections to the structures of existing customers of the Northridge Water Supply Corporation; pavement repair; traffic control; silt fencing during construction; re-vegetation; road saw-cuts; removal or relocation of any obstacles in the easements; and the demolition and removal of the Northridge Water Supply Corporation's existing water storage and pumping facilities to the Texas Commission on Environmental Quality's satisfaction. Construction Costs will be strictly limited to those costs allowed by the County and Subrecipient Grants.
5. County and Subrecipient agree that all performance under this Amendment shall be subject to all applicable requirements of the County

Grant and the Subrecipient Grant (collectively referred to as the "Grants"); and that compliance with applicable requirements of those grants shall be considered compliance with provisions of this Amendment. Should any provision in this Amendment conflict with any provision of either grant agreement, the provision of the grant agreement of the respective Party shall prevail. Subrecipient and County each acknowledge and agree that it has received a copy of the other's Grant Agreement, and that copies of any amendments or changes in Subrecipient or County's Grant Agreement will be provided in a timely manner.

- C. Upon request, the County will provide technical assistance to the Subrecipient concerning compliance with the terms of this Amendment. The Subrecipient shall be responsible for all bidding procedures and subcontractual arrangements. All procedures shall be carried out in accordance with all Federal, State and local standards, and shall be monitored by the County.
- D. The Project shall be completed in compliance with all applicable state and local codes. Upon completion, the Project shall be operated in compliance with all applicable federal, state and local laws to the extent that County and Subrecipient are responsible for such operation. Subrecipient agrees the Funds shall be expended solely for the purposes set forth herein .

2. **TERM OF AMENDMENT:**

Notwithstanding the terms of the Agreement, except as otherwise set forth herein, the terms of this Amendment shall commence upon the date of the last party's execution hereof and shall terminate on the date that the City of Austin assumes ownership of the Northridge Water Supply Corporation's water system and of the Project. The Parties understand and agree that, as to the terms of this Amendment, City of Austin ownership will occur upon: 1) the completion of construction in accordance with all applicable City of Austin specifications and standards; 2) pay off of any North Ridge Acres Water Supply Corporation ("Corporation") debt by the Corporation; 3) successful completion of all requirements of the Six Party Agreement; and 4) completion of any requirements of any other applicable agreements between the City of Austin and the Corporation. In addition, the Parties understand and agree that maintenance of the system will be the full and complete responsibility of the City of Austin upon assumption of ownership.

3. **PROJECT INDICATORS:**

Subrecipient and the County Grants Coordinator will work in cooperation to obtain mutually agreeable indicators relating to the Project and the Funds being expended on the Project. Such indicators could include but not be limited to the number of persons, households, businesses, units or beds assisted, as appropriate; income levels of persons or households; race, ethnicity, and disability data. All indicators shall be in

compliance with Subrecipient and County Grant requirements as indicated in the HUD Information Disbursement and Management System. County shall coordinate collection of required data with the Subrecipient Project Manager.

4. **AMOUNT OF FUNDS:**

The County shall pay and Subrecipient agrees to accept \$150,000.00 (One Hundred Fifty Thousand Dollars and no/100) (the "Funds") for performance under this Amendment.

- A. Payment of the Funds under this Amendment is subject to receipt by the County of sufficient federal funds for the CDBG program. The County agrees to give priority to the Project under this Amendment by encumbering sufficient CDBG funds to cover the amount stated in the Amendment upon receipt of CDBG funds. CDBG funds shall be drawn from the U.S. Treasury by the County through the Integrated Disbursement and Information System (IDIS). The County shall retain exclusive direct access rights to the IDIS system. All access to the IDIS system will be by duly authorized persons designated by the County as approved by HUD. Any termination, reduction or delay of receipt of CDBG funds to the County shall result in the immediate notification to the Subrecipient by the County of such termination, reduction or delay of CDBG funds. If termination of CDBG funds to County and to Subrecipient occurs, the County will pursue action as defined in Part II, Section 14. If reduction or delay of funds occurs, County and Subrecipient will mutually agree in writing to an amendment to this Amendment to address changes necessary to reflect such reduction or delay.
- B. Any funds not disbursed by the Subrecipient in a timely manner according to actual expenditures made on the Project shall be deposited in the U.S. Treasury, CDBG Trust Account. Any interest earned on cash advances from the U.S. Treasury and/or County of less than one hundred dollars (\$100.00) per year may be retained by the Subrecipient and used for project expenses. Any interest in excess of one hundred dollars (\$100.00) per year shall be remitted to the County within sixty (60) days of the end of each year of the Amendment period.
- C. Subrecipient shall report all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Amendment. The use of program income by Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. Subrecipient may use such income during this Amendment for activities permitted under this Amendment and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the County at the end of the Amendment period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the County subject to Section 4.B.

5. **TERMS AND CONDITIONS:**

- A. Subrecipient agrees to comply with all applicable federal, state, and local laws and regulations governing the Funds provided under this Amendment and governing the Project.
- B. The County shall have no liability for the maintenance, operation or program funding provided by the Subrecipient.
- C. Nothing contained in this Amendment is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between County and Subrecipient. Subrecipient shall at all times remain independent with respect to the services to be performed under this Amendment. The relationship of the County and Subrecipient shall be an independent contractor relationship. Subrecipient and County expressly acknowledge and agree that Subrecipient and County are independent entities and each assumes all the rights, obligations, and liabilities applicable to it as an independent entity. In addition, Subrecipient and County, as independent contractors, shall also maintain the relationship of Grantor/Grantee (Subrecipient) pursuant to the terms of this Amendment and their respective Grants.
- D. Subrecipient shall fulfill its stated purpose as outlined in this Amendment, and provide continued service pursuant to the terms of this Amendment to County's satisfaction and with County's approval, which shall not be unreasonably withheld. All records and public information created in connection with this Amendment or the Project shall be retained by Subrecipient for the time period specified in Part II Section 3B(1) of this Amendment and in accordance with the terms of the Subrecipient Grant.
- E. In the event Subrecipient discontinues its services under this Amendment or if the terms of this Amendment are otherwise terminated by Subrecipient and County prior to date that the City of Austin assumes ownership of the Northridge Water Supply Corporation's water system and of the Project, the portion of any unexpended Funds shall be immediately returned to County.
- F. In the event Subrecipient applies or expends the Funds for the payment of non-construction related costs as defined in Part I, Section A.4 and the terms of this Amendment and the Grants, Subrecipient shall reimburse County for the amount that was not spent in accordance with the terms of this Amendment and the Grants.

## PART II

### 1. PERFORMANCE AND REPORTING:

- A. Subrecipient shall direct all notices, documentation, reports, and other communications related to or required by this Amendment to the office of the Williamson County Grants Coordinator, 350 Discovery Blvd, Suite 207, Cedar Park, Texas 78613. Notice by both Subrecipient and County shall be given by

ordinary mail. All reports shall comply with relevant state and federal regulations, including but not limited to OMB Circular A-133.

- B. Until both the completion of the Project and the expenditure of all the Funds, Subrecipient shall submit, in a form that meets requirements of the Subrecipient Grants and this Amendment, monthly reports describing progress of the Project activities. Furthermore, at least once monthly, or as set forth in the Subrecipient and County Grants, Subrecipient shall provide County with copies of all architect's Certificates for Payment for applicable labor and construction materials and supplies purchased or billed from the contractor for progress payments for Project work completed during the month; copies of all purchase agreements, invoices, executed lien waivers, and other supporting documents covering all amounts of the Funds that are to be paid or that were paid during each month; and time sheets and other source documents. Subrecipient and County agree that all reporting requirements under this Amendment shall be considered complete by provision by Subrecipient to County of those reports, certificates, etc. required under the Subrecipient Grant and that Subrecipient will not be required to create, maintain or provide reports or other materials beyond those required by the Subrecipient Grant.
- C. Within thirty (30) days of the date that the City of Austin assumes ownership (as defined in Part I, Section 2) of the Northridge Water Supply Corporation's water system and of the Project, Subrecipient shall provide the County with a report of the expenditure of funds of the Expenditure of Funds disbursed under this Amendment certified by the Subrecipient's Auditor's Office.

2. **OTHER REPORTS, AUDITS AND INSPECTIONS:**

- A. To the extent possible, Subrecipient shall promptly furnish the County or HUD with such statements, records, data and information pertaining to this Amendment as required by the Subrecipient Grant.
- B. During the term of this Amendment, and subject to any applicable laws related to confidentiality and/or privacy, any time during normal business hours, with prior notice by the County to Subrecipient, and Subrecipient to County, Subrecipient and County shall make available to the County and Subrecipient, respectively, HUD and/or the Comptroller General of the United States, or their duly authorized representatives, all of Subrecipient and County's records related to this Amendment in order to permit examination of any audits, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to all matters covered by this Amendment. Such records shall be made available to HUD and/or the Comptroller General of the United States, or their duly authorized representatives, according to the provisions of the Subrecipient Grant.
- C. Subrecipient shall retain financial records, supporting documents, statistical records, and all other records pertaining to expenditures under this Amendment for the time period specified in Part II Section 3B(1) of this Amendment and as specified in the Subrecipient Grant.

3. **ADMINISTRATIVE REQUIREMENTS:**

A. Financial Management

1. Accounting Standards

Subrecipient agrees to comply with OMB Circular A- 102 and agrees to adhere to the accounting principles and procedures required, to utilize adequate internal controls, and to maintain necessary source documentation for all costs incurred. All financial transactions and documentation must comply with the audit requirements in OMB Circular A-133. Procedures for Accounts Payable, Purchasing, and other accounting functions must meet all standards established by OMB Circular A-102.

2. Cost Principles

Subrecipient shall administer its program in conformance with OMB Circulars A-87 , "Cost Principles for State, Local and Indian Tribal Governments," A-21, "Cost Principles for Educational Institutions;" and/or A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as applicable, for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to Be Maintained

Subrecipient shall maintain all records that are pertinent to the Project as required under the Subrecipient Grant, including but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- c. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program; and
- d. Financial records as required by 24 CFR 570.502, and OMB Circular A-110.

Such records shall be maintained as defined in 24 CFR 85.42 as modified by 570.502(a)(16), or 24 CFR 84.53(b) as modified by 570.502(b)(3)(ix)(A) and (B), as appropriate and as provided in the Subrecipient Grant.

Records are to be retained for four (4) years from the date of submission of the County's CAPER in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the



records, which has started before expiration of the four (4) year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular four (4) year period, which ever is longer. Subrecipient and County will each provide the other with a copy of their CAPER on or before January 1st of each year that the project is referenced.

2. National Objectives

Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Amendment benefit low/moderate income persons, as defined in 24 CFR 570.208 and the Subrecipient Grant at the time of such expenditure.

C. Procurement

1. Compliance

Subrecipient shall not purchase equipment with County funds due to the nature of the Project.

2. OMB Standards

Subrecipient shall procure materials in accordance with the requirements of OMB Circular A-87 and OMB Circular A-102, as applicable to the Subrecipient.

D. Amendments

The County or Subrecipient may amend this Agreement at any time provided that such amendments are executed in writing and signed by a duly authorized representative of Subrecipient and County and all parties to the Agreement.

4. **NON-DISCRIMINATION:**

No person shall be excluded from or denied the benefits of Subrecipient's service on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public assistance source of income. All current and project beneficiaries must, however, be persons in need of the programs provided by Subrecipient as defined by the Subrecipient Grant and 24 CFR 57.208(A).

5. **SECTION 504 COMPLIANCE:**

No otherwise qualified individual with handicaps shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. This includes, but is not limited to, programs and/or activities related to housing, employment, and the delivery of services.

6. **EQUAL EMPLOYMENT OPPORTUNITY, FAIR HOUSING AND DRUG-FREE WORKPLACE:**

The Subrecipient certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable HUD regulations pertaining to equal opportunity and affirmative action in employment. Further, the Subrecipient shall ensure that all contracts for work under this Amendment contain appropriate equal employment opportunity statements.

Subrecipient certifies it will provide a drug-free workplace as defined in 24 CFR Part 24, subpart F and/or follow the requirements of 24 CFR 92.350.

7. **SECTION 3:**

Subrecipient agrees to comply with Section 3 requirements, the regulations set forth in 24 CFR 135, and to include the following language in all subcontracts executed under this Amendment:

- A. The work to be performed under this Amendment is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. Subrecipient and County agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Amendment, Subrecipient and County certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. Subrecipient agrees to send to each labor organization or representative of workers with which the Subrecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Subrecipient's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. Subrecipient agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section

3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- E. The Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the contract is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Where Subrecipient and/or County are subject to the provisions of Section 3 and section 7(b), they each agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. **WOMEN AND MINORITY-OWNED BUSINESS ENTERPRISES:**

Subrecipient will use its best efforts, within the guidelines of Subrecipient's policy, to afford minority and women-owned business enterprises (at least fifty-one (51) percent owned and controlled by minority group members or women) the maximum practicable opportunity to participate in the performance of this Amendment.\*

9. **LABOR:**

Construction projects funded under the CDBG program in excess of \$2,000 shall comply with the labor provisions outlined in 24 CFR 570.603. Subrecipient will comply with Davis-Bacon Act (40 U.S.C. 276a-276a-5). Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332). The Subrecipient agrees to adhere to said provisions and will not use suspended or debarred contractors.

10. **ENVIRONMENTAL ASSESSMENT AND HISTORIC PRESERVATION:**

Subrecipient shall provide the County with documents showing compliance with all applicable environmental assessment and historic preservation requirements of HUD and the State Historic Preservation Officer of Texas.

11. **LEAD-BASED PAINT POISONING PREVENTION:**

Subrecipient shall comply with requirements of Section 302 of the Lead-Based Paint Poisoning Prevention Act and HUD regulations thereunder (24 CFR Part 570) insofar as they apply to the performance of this Amendment.

12. **ELIGIBILITY RESTRICTIONS FOR CERTAIN RESIDENT ALIENS (570.613):**

A. **Restriction** The Subrecipient agrees to comply with 24 CFR 570.613, which states that certain newly legalized aliens, as described in 24 CFR part 5 subpart E are not eligible to apply for benefits under covered activities funded by the County's CDBG programs. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities funded through the County's CDBG programs. "Benefits" do not include relocation services and payments to which displacees are entitled by law.

B. **Covered Activities** "Covered activities" under this section means activities meeting the requirements of Sec. 570.208(a) that either:

1. Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or
2. Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

C. **Limitation on Coverage**

The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this Amendment.

D. **Compliance**

Compliance can be accomplished by the Subrecipient obtaining certification as provided in 24 CFR part 5 subpart E evidencing citizenship or eligible immigration status.

13. **TERMINATION OF AMENDMENT FOR CAUSE:**

If Subrecipient fails to fulfill its obligations under this Amendment in a timely and proper manner according to the terms of this Amendment, or if Subrecipient violates any of the terms, agreements or stipulations of this Amendment, the County shall thereupon have the right to proceed to seek termination of this Amendment by giving written notice to Subrecipient and all parties to the Agreement specifying the default or

defaults and recommended action for cure, and stating that this Amendment may be terminated within 30 days (or a time period mutually agreed to by Subrecipient and County as reasonable to complete the cure, hereby referred to as the "cure period") after the giving of such notice unless such default or defaults are remedied within such cure period. The County shall be obligated to make no payment for work completed after receipt of the notice and during the cure period unless the defaults are remedied within that cure period. If the cure is not successfully completed within the cure period, this Amendment may be terminated. In the event of such termination, Subrecipient shall promptly repay to the County the amounts that have not been disbursed by Subrecipient prior to such notice and subsequent termination and any amounts determined to have been paid for non-allowable expenses.

14. **TERMINATION OF AMENDMENT FOR CONVENIENCE:**

This Amendment may be terminated in whole or in part upon the mutual written agreement of Subrecipient and County and the parties hereto, in which case the County and Subrecipient shall agree upon the termination conditions, including the effective date, the disposition of contract amounts, and in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, Subrecipient shall promptly repay to the County that portion of the Funds which have not been applied or expended on the Project by Subrecipient as agreed to in the agreement entered into under this Section 14.

15. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS:**

- A. No member or delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Amendment, or to any benefit to arise herefrom.
- B. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Project to which this Amendment pertains, shall have any private interest, direct or indirect, in this Amendment.
- C. No federal funds appropriated under this Amendment shall be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence a member of Congress, an officer or employee of Congress or any federal agency 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 agreement.
- D. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

E. Subrecipient shall require that the language of this certification be included in all award documents and shall certify and disclose accordingly.

16. **CONFLICT OF INTEREST:**

Subrecipient covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services to be undertaken through this Amendment. Subrecipient further covenants that in the performance of this Amendment, no person having such an interest shall be employed by Subrecipient.

17. **GRANTOR RECOGNITION:**

All activities, facilities, and items utilized pursuant to this Amendment shall be prominently labeled as CDBG funded. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Amendment.

18. **ASSIGNABILITY:**

Subrecipient shall not assign or transfer any interest in this Amendment without the prior written approval of the County. Any assignment made without such consent shall be void. This Amendment shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

19. **SEVERABILITY CLAUSE:**

If any one or more of the provisions contained in this Amendment are held to be invalid, illegal, or unenforceable, this Amendment shall be deemed severable and the remainder of the Amendment shall remain in full force and effect.

20. **DISCLAIMER OF RELATIONSHIP - LIMITATIONS OF COUNTY LIABILITY:**

The County shall not be liable to Subrecipient, or to any party, for completion of or failure to complete any improvements which are parts of the Project. Nothing contained in this Amendment, nor any act or omission of the County or Subrecipient, shall be construed to create any special duty, relationship, third-party beneficiary, respondent superior, limited or general partnership, joint venture, or any association by reason of Subrecipient's involvement with the County. The parties hereto acknowledge and agrees that under the Constitution and the laws of the State of Texas, neither party can enter into an agreement whereby it agrees to indemnify or hold harmless any other party.

| 21. **Immunity:**

It is expressly understood and agreed by the Parties that, neither the execution of this Amendment, nor any conduct of any representative of any Party relating to this Amendment, shall be considered to waive, nor shall it be deemed to have waived, any

immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**Williamson County, Texas**

By: \_\_\_\_\_  
Dan A. Gattis  
County Judge

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Nancy E. Rister  
County Clerk

**ACKNOWLEDGMENT**

STATE OF TEXAS )  
) SS:  
WILLIAMSON COUNTY )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared Dan A. Gattis and Nancy E. Rister, to me personally known, who being by me duly sworn, did say that they are the County Judge and County Clerk, respectively, of said County executing the within and foregoing instrument; that the seal affixed hereto is the seal of said County, and that the said Dan A. Gattis and Nancy E. Rister acknowledged the execution of said instrument to be the voluntary act and deed of said County, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for Williamson County, Texas

Approved as to Form:

By: \_\_\_\_\_ By: \_\_\_\_\_  
Hal C. Hawes Jim Gilger  
Assistant Williamson County Attorney Williamson County Contract  
Management Auditor

**Travis County, Texas (Subrecipient)**

By: \_\_\_\_\_

Samuel T. Biscoe  
County Judge

Date: \_\_\_\_\_

**City of Austin**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Texas Water Development Board**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Northridge Water Supply Corporation**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Williamson County and Cities Health District**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Travis County Commissioners' Court Agenda Request

Meeting Date: September 30, 2008

I. A. Requestor: Rodney Rhoades Phone # 854-4718

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION TO EXTEND AUTHORIZATION OF CURRENT NON-TCSO PEACE OFFICER Payscale UNTIL JANUARY 15, 2009 AND APPROVE CHANGES TO NON-TCSO PEACE OFFICER PAY SCALE. CHANGES EFFECTIVE JANUARY 16, 2009.

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.

HRMD	854-9165
County Auditor's Office	854-9125

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

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

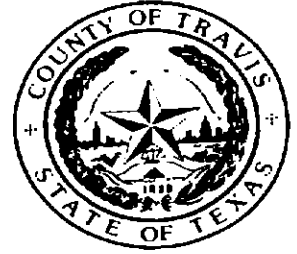
- Contract, Agreement, Travis County Code - Policy & Procedure

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COUNTY JUDGE'S OFFICE

**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.

**PLANNING AND BUDGET OFFICE  
TRAVIS COUNTY, TEXAS**

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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 19, 2008  
**RE:** FY 09 Non-TCSO Peace Officer Pay Scale

On September 16, 2008, The Commissioners Court approved the FY 09 Budget Rules. At that time, PBO informed the Court that the Non-TCSO Peace Officer Pay Scale was in the process of being finalized. The attached scale has been updated to reflect increases for Non TCSO POPS positions approved by the Commissioners during Mark-up on September 3, 2008. PBO worked with HRMD and the Auditor's Office to complete the scale. Since the changes are effective January 16, 2009, PBO is also requesting the authorization to extend the current Non-TCSO Pay Scale until January 15, 2009.

In addition, the TCSO Peace Office Pay Scale remains unchanged for FY 09 and the Rank and File (Non-POPS) has been updated to reflect the approved \$11 per hour livable wage for regular employees. These pay scales were presented by PBO with the presentation of the FY 09 Budget Rules.

cc: Alicia Perez, Administrative Operations  
Linda Moore Smith, HRMD  
Luane Shull, HRMD  
Susan Spataro, County Auditor  
Charles Vaughn, County Auditor's Office  
Christina Adair, County Auditor's Office  
Rodney Rhoades, Planning and Budget Office  
Leroy Nellis, Planning and Budget Office  
PBO Staff

PG	STEP	1	2	3	4	5	6	7	8	9	10	11
60 Park Ranger	hr	20.7744	21.1900	21.6138	22.0464	22.4872	22.9370	23.3956	23.8637	24.3405	24.8274	25.3243
	mo	3,600.90	3,672.93	3,746.39	3,821.38	3,897.78	3,975.75	4,055.24	4,136.38	4,219.02	4,303.42	4,389.55
	yr	43,210.75	44,075.20	44,956.70	45,856.51	46,773.38	47,708.96	48,662.85	49,636.50	50,628.24	51,640.99	52,674.54
61 Deputy Constable	hr	20.7744	21.1900	21.6138	22.0464	22.4872	22.9370	23.3956	23.8637	24.3405	24.8274	25.3243
	mo	3,600.90	3,672.93	3,746.39	3,821.38	3,897.78	3,975.75	4,055.24	4,136.38	4,219.02	4,303.42	4,389.55
	yr	43,210.75	44,075.20	44,956.70	45,856.51	46,773.38	47,708.96	48,662.85	49,636.50	50,628.24	51,640.99	52,674.54
62 Deputy Constable Sr Park Ranger Sr	hr	22.2702	22.8521	23.4339	24.0153	24.5972	25.1786	25.7605	26.4730	27.1851	27.8976	28.6096
	mo	3,860.17	3,961.03	4,061.88	4,162.65	4,263.52	4,364.29	4,465.15	4,588.65	4,712.08	4,835.58	4,959.00
	yr	46,322.02	47,532.37	48,742.51	49,951.82	51,162.18	52,371.49	53,581.84	55,063.84	56,545.01	58,027.01	59,507.97
63 Park Ranger Supervisor	hr	25.9693	26.4993	27.0401	27.5919	28.1550	28.6969	29.2494	29.8122	30.3856	30.9707	31.4230
	mo	4,501.35	4,593.21	4,686.95	4,782.60	4,880.20	4,974.13	5,069.90	5,167.45	5,266.84	5,368.26	5,446.65
	yr	54,016.14	55,118.54	56,243.41	57,391.15	58,562.40	59,689.55	60,838.75	62,009.38	63,202.05	64,419.06	65,359.84
64 Constable Sergeant	hr	30.5521	31.1756	31.8118	32.4610	33.1235	33.7611	34.4110	35.0732	35.7478	36.4361	36.9682
	mo	5,295.70	5,403.77	5,514.05	5,626.57	5,741.41	5,851.92	5,964.57	6,079.36	6,196.29	6,315.59	6,407.82
	yr	63,548.37	64,845.25	66,168.54	67,518.88	68,896.88	70,223.09	71,574.88	72,952.26	74,355.42	75,787.09	76,893.86
65 Chief Park Ranger	hr	30.5521	31.1756	31.8118	32.4610	33.1235	33.7611	34.4110	35.0732	35.7478	36.4361	36.9682
	mo	5,295.70	5,403.77	5,514.05	5,626.57	5,741.41	5,851.92	5,964.57	6,079.36	6,196.29	6,315.59	6,407.82
	yr	63,548.37	64,845.25	66,168.54	67,518.88	68,896.88	70,223.09	71,574.88	72,952.26	74,355.42	75,787.09	76,893.86
66 Chief Dep Constable	hr	32.8697	33.5405	34.2250	34.9235	35.6362	36.3635	37.1056	37.8199	38.5477	39.2893	40.0457
	mo	5,697.42	5,813.69	5,932.33	6,053.41	6,176.94	6,303.01	6,431.64	6,555.45	6,681.60	6,810.15	6,941.26
	yr	68,368.98	69,764.24	71,188.00	72,640.88	74,123.30	75,636.08	77,179.65	78,665.39	80,179.22	81,721.74	83,295.06
67 Investigator	hr	30.5102	31.1329	31.7683	32.4038	33.0394	33.6745	34.3101	34.9452	35.5851	35.9904	36.4005
	mo	5,288.44	5,396.37	5,506.51	5,616.66	5,726.83	5,836.91	5,947.08	6,057.17	6,168.08	6,238.34	6,309.42
	yr	63,461.22	64,756.43	66,078.06	67,399.90	68,721.95	70,042.96	71,365.01	72,686.02	74,017.01	74,860.03	75,713.04
68 Chief Dep Const., Pct 5	hr	36.1567	36.8946	37.6476	38.4159	39.1999	39.9999	40.8162	41.6019	42.4025	43.2182	44.0503
	mo	6,267.16	6,395.06	6,525.58	6,658.76	6,794.65	6,933.32	7,074.81	7,211.00	7,349.77	7,491.16	7,635.39
	yr	75,205.94	76,740.77	78,307.01	79,905.07	81,535.79	83,199.79	84,897.70	86,531.95	88,197.20	89,893.86	91,624.62
69 Investigations Lieutenant	hr	32.8697	33.5405	34.2250	34.9235	35.6362	36.3635	37.1056	37.8199	38.5477	39.2893	40.0457
	mo	5,697.42	5,813.69	5,932.33	6,053.41	6,176.94	6,303.01	6,431.64	6,555.45	6,681.60	6,810.15	6,941.26
	yr	68,368.98	69,764.24	71,188.00	72,640.88	74,123.30	75,636.08	77,179.65	78,665.39	80,179.22	81,721.74	83,295.06

PG	STEP	12	13	14	15	16	17	18	19	20	21
60 Park Ranger	hr	25.8304	26.3474	26.8741	26.8741	26.8741	26.8741	26.8741	26.8741	26.8741	26.8741
	mo	4,477.27	4,566.88	4,658.18	4,658.18	4,658.18	4,658.18	4,658.18	4,658.18	4,658.18	4,658.18
	yr	53,727.23	54,802.59	55,898.13	55,898.13	55,898.13	55,898.13	55,898.13	55,898.13	55,898.13	55,898.13
61 Deputy Constable	hr	25.8304	26.3474	26.8741	26.8741	26.8741	26.8741	26.8741	26.8741	26.8741	26.8741
	mo	4,477.27	4,566.88	4,658.18	4,658.18	4,658.18	4,658.18	4,658.18	4,658.18	4,658.18	4,658.18
	yr	53,727.23	54,802.59	55,898.13	55,898.13	55,898.13	55,898.13	55,898.13	55,898.13	55,898.13	55,898.13
62 Deputy Constable Sr Park Ranger Sr	hr	29.3221	30.0342	30.7467	30.7467	30.7467	30.7467	30.7467	30.7467	30.7467	30.7467
	mo	5,082.50	5,205.93	5,329.43	5,329.43	5,329.43	5,329.43	5,329.43	5,329.43	5,329.43	5,329.43
	yr	60,989.97	62,471.14	63,953.14	63,953.14	63,953.14	63,953.14	63,953.14	63,953.14	63,953.14	63,953.14
63 Park Ranger Supervisor	hr	31.8819	32.3477	32.8202	33.2997	33.7861	33.7861	33.7861	33.7861	33.7861	33.7861
	mo	5,526.20	5,606.94	5,688.84	5,771.95	5,856.26	5,856.26	5,856.26	5,856.26	5,856.26	5,856.26
	yr	66,314.35	67,283.22	68,266.02	69,263.38	70,275.09	70,275.09	70,275.09	70,275.09	70,275.09	70,275.09
64 Constable Sergeant	hr	37.5081	38.0561	38.6120	39.1761	39.7484	39.7484	39.7484	39.7484	39.7484	39.7484
	mo	6,501.40	6,596.39	6,692.75	6,790.52	6,889.72	6,889.72	6,889.72	6,889.72	6,889.72	6,889.72
	yr	78,016.85	79,156.69	80,312.96	81,486.29	82,676.67	82,676.67	82,676.67	82,676.67	82,676.67	82,676.67
65 Chief Park Ranger	hr	37.5081	38.0561	38.6120	39.1761	39.7484	39.7484	39.7484	39.7484	39.7484	39.7484
	mo	6,501.40	6,596.39	6,692.75	6,790.52	6,889.72	6,889.72	6,889.72	6,889.72	6,889.72	6,889.72
	yr	78,016.85	79,156.69	80,312.96	81,486.29	82,676.67	82,676.67	82,676.67	82,676.67	82,676.67	82,676.67
66 Chief Dep Constable	hr	40.8163	41.5328	42.2619	43.0035	43.7586	44.5266	44.5266	44.5266	44.5266	44.5266
	mo	7,074.83	7,199.02	7,325.40	7,453.94	7,584.82	7,717.94	7,717.94	7,717.94	7,717.94	7,717.94
	yr	84,897.90	86,388.22	87,904.75	89,447.28	91,017.89	92,615.33	92,615.33	92,615.33	92,615.33	92,615.33
67 Investigator	hr	36.8154	37.4688	38.1216	38.1216	38.1216	38.1216	38.1216	38.1216	38.1216	38.1216
	mo	6,381.34	6,494.59	6,607.74	6,607.74	6,607.74	6,607.74	6,607.74	6,607.74	6,607.74	6,607.74
	yr	76,576.03	77,935.10	79,292.93	79,292.93	79,292.93	79,292.93	79,292.93	79,292.93	79,292.93	79,292.93
68 Chief Dep Const., Pct 5	hr	44.8979	45.6861	46.4881	47.3039	48.1345	48.9793	48.9793	48.9793	48.9793	48.9793
	mo	7,782.30	7,918.92	8,057.94	8,199.34	8,343.31	8,489.75	8,489.75	8,489.75	8,489.75	8,489.75
	yr	93,387.63	95,027.09	96,695.25	98,392.11	100,119.76	101,876.94	101,876.94	101,876.94	101,876.94	101,876.94
69 Investigations Lieutenant	hr	40.8163	41.5328	42.2619	43.0035	43.7586	44.5266	44.5266	44.5266	44.5266	44.5266
	mo	7,074.83	7,199.02	7,325.40	7,453.94	7,584.82	7,717.94	7,717.94	7,717.94	7,717.94	7,717.94
	yr	84,897.90	86,388.22	87,904.75	89,447.28	91,017.89	92,615.33	92,615.33	92,615.33	92,615.33	92,615.33

<b>EMPLOYEES WHO ARE IN POSITIONS SUBJECT TO NON-TCSO POPS THE FOLLOWING APPLIES MONTHLY:</b>					
<b>CERTIFIED FTO:</b>	<b>\$125</b>	<b>BI-LINGUAL SKILLS TEST:</b>	<b>\$125</b>	<b>TCLEOSE LICENSE:</b>	
		<b>SPANISH</b>		<b>INTERMEDIATE</b>	<b>ADVANCED</b>
<b>CONSTABLES CPP:</b>	<b>\$125</b>	<b>AMERICAN SIGN LANGUAGE</b>		<b>\$50</b>	<b>\$100</b>
<b>PARK RANGERS EMT B:</b>	<b>\$125</b>	<b>VIETNAMESE</b>			<b>MASTERS</b>
					<b>\$150</b>

47

**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

Please consider the following item for:  
9-30-08

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 Task Force on Indigent Defense for Criminal Courts to provide, pay and monitor legal services for indigent defendants.
- b) Permission to Continue the Drug Diversion Court Grant from the Office of the Governor Criminal Justice Division for Criminal Courts to enhance the Drug Court Program with additional services.
- c) Permission to Continue the Parenting in Recovery Project from the U.S. Dept. of Health and Human Services for Health and Human Services and Veterans Services to continue the grant until a contract agreement is fully executed.
- d) Permission to Continue the Residential Substance Abuse Treatment Grant from the Office of the Governor's Criminal Justice Division for Juvenile Probation to continue the grant until a contract agreement is fully executed.
- e) Ratify grant contract with the Supreme Court of Texas, Permanent Judicial Commission for Children, Youth and Families to provide legal representation for primary parents in pending child abuse and neglect cases in Travis County.
- f) Ratify grant contract with the Supreme Court of Texas, Permanent Judicial Commission for Children, Youth and Families to provide legal representation to children in child protective services.

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

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TRAVIS COUNTY

9/30/2008

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 #
<b>Applications</b>								
a 24	Formula Grant - Indigent Defense Grants Program	10/1/2008 - 9/30/2009	\$429,859				1	11
<b>Permission to Continue</b>								
b 24	Drug Diversion Court	9/1/2008 - 8/31/2009	\$188,474				1	16
c 58	Parenting in Recovery Project	9/30/2008 - 9/29/2009	\$500,000	\$91,203			1	21
d 45	Residential Substance Abuse Treatment	10/1/2008 - 9/30/2009	\$109,356	\$36,452			2	30
<b>Contracts</b>								
e 22	Office of Parental Representation	10/1/2008 - 9/30/2009	\$300,000	\$173,703			8	35
f 22	Office of Child Representation	10/1/2008 - 9/30/2009	\$300,000	\$167,773			8	39

**Notes:**

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

**FY 2008 Grants Summary Report**  
**Outstanding Grant Applications**

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

<b>Dept</b>	<b>Name of Grant</b>	<b>Grant Amount</b>	<b>County Match</b>	<b>Local Funds (Donation)</b>	<b>FTEs</b>	<b>Date</b>	<b>Cm. Ct. Approval</b>
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
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
49	FY09 HCP Land Acquisition Assistance Grant		\$6,885,000	\$2,295,000			9/23/2008
<b>Total Outstanding</b>			\$ 12,740,715	\$ 3,739,095	\$64,000	11.55	

W

**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
45	Access and Visitation	\$56,958	\$5,696				



49	Travis Co. East Metropolitan Park, TPWD Project #50-00338-Amendment	\$500,000	\$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			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	5/6/2008
58	RSVP	\$ 61,281			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	SCATIF - Sheriff's Combined Auto Theft Task Force	\$591,236	\$303,856		7/15/2008
23	Title IV-E	\$1,572,446			8/5/2008
55	Travis County Mental Health Public Defenders Office	\$375,000	\$250,000		8/12/2008

6

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	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	8/26/2008
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	9/2/2008
45	Integrated Child Support Cooperative Agreement	\$154,322		9/2/2008
19	Underage Drinking Prevention Program	\$177,976	\$107,282	9/9/2008
49	TCEQ LIRAP Local Initiative Projects	\$443,326	\$443,327	9/9/2008
45	Community Resource Coordinator Contract	\$69,587		9/9/2008
49	J.RAP Program	\$3,971,311		9/9/2008
45	Juvenile Drug Court Grant	\$400,000		9/9/2008
45	Court Order Parent Education Project (COPE)	\$41,800		9/16/2008
45	State Case Registry and Local Customer Service Contract	\$16,532		9/16/2008
22	Office of Parental Representation	\$300,000	\$173,703	9/23/2008
			8.00	9/23/2008

22	Office of Child Representation	\$300,000	\$167,773	8.00	9/23/2008
		\$27,690,405	\$6,667,444	\$540,896	\$14,837
				103.60	

## 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
<b>Total Outstanding</b>		\$ 2,125,693	\$ -
		\$ 1,219,572	1.00

\* Original Grant Column shows Beginning FY'08 Amount

**FY 2008 Grants Summary Report**

**Permission to Continue**

<u>Dept</u>	<u>Name of Grant</u>	<u>Original Grant Amount</u>	<u>Original County Match</u>	<u>Continuation Amount Total</u>	<u>Total FTEs</u>	<u>Cm. Ct. Original Approval Date</u>	<u>Cm. Ct. Approval Date for Continuation</u>
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
19	Family Violence Protection Team	\$496,594			3		9/23/2008
<b>Total Outstanding</b>		<b>\$ 577,537</b>	<b>\$ 8,994</b>	<b>\$ 84,420</b>	<b>6.00</b>		

### GRANT SUMMARY SHEET

Check One:	Application Approval <input checked="" type="checkbox"/>	Contract Approval	Status Report <input type="checkbox"/>
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Department/Division:	Travis County Criminal Courts		
Contact Person:	Debra Hale		
Title:	Court Management Director		
Phone Number:	(512)854-9432		

Grant Title:	Formula Grant- Indigent Defense Grants Program		
Grant Period:	From: October 1, 2008	To: September 30, 2009	
Grantor:	Task Force on Indigent Defense		

Check One:	New:	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						
Operating		\$429,859				\$429,859
Capital Equipment						
Indirect Costs						
<b>TOTAL:</b>		\$429,859				\$429,859
FTEs:						

Performance Measures	Proj. FY03 Measure	Progress As Of:				Proj. FY06 Measure
		12/31/05	3/31/06	6/31/06	9/30/06	
Applicable Departmental Measures						
100% of defendants meeting indigence criteria will receive court appointed counsel and services.	100%	100%	100%	100%	100%	100%
Measures For Grant						

**PBO Recommendation:**

PBO concurs - please see PBO 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?

In 2001, the 77<sup>th</sup> Legislature passed Senate Bill 7 (Texas Fair Defense Act), which mandated changes in how Texas counties provide, pay and monitor legal services for indigent defendants accused of criminal acts. The Act further mandated that attorneys be paid reasonable fees for performing services based upon the time and labor required, the complexity of the case, and the experience of counsel. The Travis County Courts, in compliance with the Act, adopted new fee schedules effective January 1, 2002. Interim procedures and guidelines related to indigent defense were also adopted. As a result of new procedures and fee schedules, expenses for providing indigent defense have increased annually. The grant award for FY09 (projected allocation) is \$429,859.

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

This is a mandated expense that the County is required to fund long term.

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

A county match is not required.

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

Not applicable.

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

No. If the grant award is not funded, because this is a mandated function, the department will have to request additional funding.

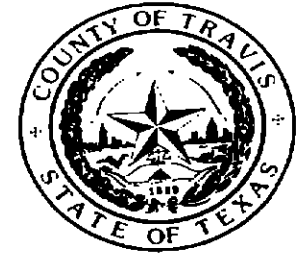
6. If this is a new program, please provide information why the County should expand into this area.

This is an existing program.

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

This funding will allow us to continue to provide indigent defense services to defendants who meet the criteria for indigence. The only performance measures that have been utilized for indigent defense are (1) the amount of expenses incurred each year and (2) 100% of those defendants who meet indigence criteria will receive a court appointed attorney and services.






**PLANNING AND BUDGET OFFICE  
TRAVIS COUNTY, TEXAS**

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

**MEMORANDUM**

**TO:** Commissioners Court  
**FROM:** Jessica Rio, Assistant Budget Manager   
**DATE:** September 22, 2008  
**RE:** FY 09 Indigent Defense Formula Grant Program

The Criminal Courts are requesting Commissioners Court approval of a grant application from the Task Force on Indigent Defense for the FY 09 Indigent Defense Formula Grant Program. The Texas Legislature authorized the Task Force to direct the Comptroller to distribute Fair Defense Account funds for grants to improve indigent defense services and promote county compliance with requirements of state law and Task Force policies and standards. The grant will provide Travis County with \$429,859 in funding for the period October 1, 2008 through September 30, 2009 for indigent defense services. Revenue from the grant program was included in the Auditor's 5<sup>th</sup> Revenue Estimate in anticipation of the award, which Travis County has received since FY 02. The grant provides revenue to partially offset the cost to Travis County for expenditures already budgeted in the Criminal Courts Legally Mandated Fees budget for indigent attorney fees and other mandated expenses.

PBO recommends approval of the application.

cc: Carolyn Damron, Auditor's Office  
Judge John K. Dietz, Local Administrative District Judge  
Debra Hale, Criminal Courts  
Judge Jeanne Meurer, 98<sup>th</sup> District Court  
Judge Bob Perkins, 331st District Court  
Leroy Nellis, PBO  
Rodney Rhoades, PBO

### 2009 Travis County Formula Grant Program Application Confirmation

County: Travis  
 Fiscal Year: 2009  
 Confirmation Number: 200922720080919  
 Projected Allocation: \$429,859.00  
 County's FY01 Baseline: \$4,682,371.00  
 State Payee Identification number: 17460001922021  
 Division or unit within the county to administer the grant: Criminal Courts  
 Official County Mailing Address: PO Box 1748  
 Austin, TX 78767

The County Judge is **Samuel T. Biscoe**.

The Financial Officer is the County Auditor, **Susan Spataro**.

The Local Administrative District Judge is **John K. Dietz**.

The Local Administrative Statutory County Court Judge is **David Crain**.

The Chairman of the Juvenile Board is **W. Jeanne Meurer**.

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<b>Indigent Defense Plan Review Summary</b>			
	District Court	County Court	Juvenile Board
The following items have been addressed in the plan:			
48 hour initial appearance	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
24 hour transmission of counsel requests.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
1 or 3 working day deadline for appointing counsel	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Attorney Fee Schedule	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Procedures for payment of expenses incurred with prior court approval	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Procedures for payment of expenses incurred without prior court approval	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Itemized fee voucher required to be submitted and approved by judge before payment	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
CLE Training requirements for attorneys complies with Task Force standards	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Plan has met specified conditions	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
The plan requirements appear to have been met.			

After printing out the Resolution / Internet Submission Form and obtaining the appropriate signatures, r fax the form to:

Darby Johnson, PPRI  
 335 H.C. Dullie Bell Building  
 TAMU Mailstop 4476  
 College Station, Texas 77843-4476  
 Fax number: 888-351-3485

Resolution / Internet Submission Form: Click on link to open new window with Sample resolution. This i be printed or copied (Ctrl+A, Ctrl+C) and pasted (Ctrl+V) into Word Processing software for editing. Wc Version

**2009 Travis County Resolution  
Indigent Defense Grant Program**

WHEREAS, under the provisions of the Fair Defense Act, 77th Regular Session, counties are eligible to receive grants from the Task Force on Indigent Defense to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation of the provisions of the Fair Defense Act and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Travis County Commissioners Court has agreed that in the event of loss or misuse of the funds, Travis County Commissioners assures that the funds will be returned in full to the Task Force on Indigent Defense.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that Debra A. Hale is designated as the Program Director and contact person for this grant and the County Auditor is designated as the Financial Officer for this grant.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Samuel T. Biscoe  
County Judge

Attest:

\_\_\_\_\_  
County Clerk

**Internet Submission Form**

After submitting the formula grant application on-line, the following Internet submission confirmation number was received #200922720080919. This grant application submission was in accordance with the Commissioners Court Resolution above.

\_\_\_\_\_  
Samuel T. Biscoe  
County Judge

### GRANT SUMMARY SHEET

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

<b>Department/Division:</b>	Criminal Courts - Drug Court #2430
<b>Contact Person:</b>	Debra Hale
<b>Title:</b>	Court Management Director
<b>Phone Number:</b>	(512) 854-9432

<b>Grant Title:</b>	Drug Diversion Court		
<b>Grant Period:</b>	<b>From:</b>	9/1/2008	<b>To:</b> 8/31/2009
<b>Grantor:</b>	Office of the Governor Criminal Justice Division		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	<b>TOTAL</b>
Personnel:	0	58,194	0	0	0	58,194
Operating:	0	126,584	0	0	0	126,584
Capital Equipment:	0	0	0	0	0	0
Indirect Costs:	0	3,696	0	0	0	3,696
<b>Total:</b>	0	188,474	0	0	0	188,474
<b>FTEs:</b>		1.00	0.00	0.00	0.00	1.00

Performance Measures	Projected FY 08 Measure	Progress To Date:				Projected FY 09 Measure
		12/31/07	3/31/08	6/30/08	9/30/08	
Applicable Depart. Measures						
# of people assessed for eligibility to participate in the program.	3,017	1,063	1,906	2,733	3,017 Proj.	3,017
# of new enrollments in the program.	193	48	83	117	193 Proj.	193
# of participants that have graduated from the program.	100	35	65	89	100 Proj.	100
<b>Measures For Grant</b>						
Provide intensive case management for African Amercian participants.	50	50	50	50	50 Proj.	50
Provide intensive case management for dually diagnosed participants.	20	20	20	20	20 Proj.	20
Provide intensive outpatient treatment services for dually diagnosed participants	5	2	3	4	5 Proj.	5

**Auditor's Office Contract Approval:**  Staff Initials: \_\_\_\_\_

**Auditor's Office Comments:**

**PBO Recommendation:**

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

The Criminal Justice Division (CJD) of the Governor's Office announced the availability of ongoing funds for eligible drug court programs. Eligible applicants are counties in Texas that have incorporated the ten essential characteristics as outlined in section 469.001 Health and Safety Code. This grant is available to jurisdictions to improve the delivery of services or to enhance the existing Drug Court Program with additional services that will allow the Travis County Drug Court to more fully meet the goals of the Drug Court Program.

The purpose of the grant is to enhance the resources available to the Travis County Drug Court by upgrading supervision services provided to offenders to increase the likelihood of successful graduation, thereby reducing further criminal activity and reliance on the state correctional system, community supervision or local jails.

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

The County is not obligated to maintain the expenditure level requested in the grant.

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

A County match is not required.

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

Yes, the grant allows a 2% indirect cost reimbursement.

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

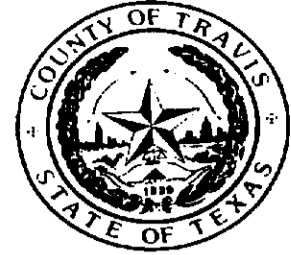
No, the Drug Court program will not discontinue upon discontinuance of grant funding. If the grant is not awarded, the department may request to incorporate the grant funded FTE into the County Budget. If, however, funding for enhanced treatment and case management services is unavailable, the department would reduce the static capacity, which could create a waiting list for potential participants and discontinue services for specialized populations (or look for other funding sources).

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

The Travis County Drug Court /SHORT program is not a new program. We are asking to enhance services for two specific target populations.

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

This ongoing grant will allow the Drug Court program to continue to serve two specific populations which typically do not receive drug treatment services. A specialized population of up to 50 African American offenders will continue to receive intensive case management from Clean Investments and the grant funded Chemical Dependency Counselor. Due to the need for specialized mental health services, 25 dually diagnosed individuals will continue to receive intensive case management services from MHMR. A total of 10 dually diagnosed clients will receive intensive outpatient treatment services from MHMR as well.




**PLANNING AND BUDGET OFFICE  
TRAVIS COUNTY, TEXAS**

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

**MEMORANDUM**

**TO:** Commissioners Court

**FROM:** Jessica Rio, Assistant Budget Manager 

**DATE:** September 22, 2008

**SUBJECT:** FY 09 Budget Adjustments Related to Criminal Courts Request for Permission to Continue Drug Court Program Grant Position

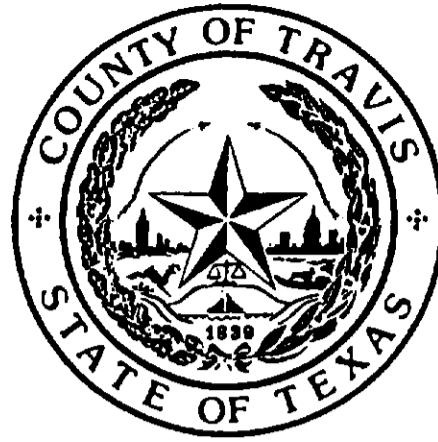
The Criminal Courts are requesting a permission to continue the Drug Court Program grant position (slot 171) through the end of October of 2008. The department states that this grant has been received from the Governor's Office since FY 02; however, the Governor's Office has not yet announced the FY 09 Drug Court grant awards. The department has told PBO that the grant may not be renewed in its entirety (\$184,778), but instead partially renewed, with sufficient funding for the current position. The department is currently working with the granting agency to ensure that a grant is received soon.

The requested expenditures total \$4,324 and are available in FY 09 from projected salary savings above budgeted salary savings within the department. In the event that the grant is not renewed at all, the General Fund would be responsible for one month of funding for the position. A budget adjustment will be needed to fund the proposed salary budget within the fund as required by the Budget Rules. PBO notes that Commissioners Court approved an earmark on the General Fund Allocated Reserves to support the program in the event that this grant is not received. However, a review of the program would be needed prior to a recommendation by PBO for additional funds. In the meantime, PBO recommends approval of this second one month permission to continue to ensure funding for the current position while the expected partial grant is received.

cc: Debra Hale, Criminal Courts  
Joe Kertz, Criminal Courts  
Leroy Nellis, PBO  
Rodney Rhoades, Executive Manager PBO  
Nisha Sharma, County Auditor's Office  
Kimberly Walton, County Auditor's Office

TRAVIS COUNTY  
DISTRICT AND COUNTY  
CRIMINAL COURTS

DEBRA HALE  
DIRECTOR OF COURT  
MANAGEMENT



BLACKWELL-THURMAN  
CRIMINAL JUSTICE CENTER  
P. O. BOX 1748  
AUSTIN, TX. 78767  
(512) 854-9244  
FAX: (512) 854-4464

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Date: September 19, 2008  
To: Members of the Commissioners Court  
From: Debra Hale, Director of Court Management  
Re: Permission to Continue Drug Court Grant Position, Project # M09622

The Travis County Drug Court Program initially received a Drug Court Enhancement Grant from the Governor's Office in Fiscal Year 2002. Funding for this grant has been continued each Fiscal Year since FY02. Again for FY09, a continuation grant application was submitted to the Governor's Office. The Criminal Courts anticipate the grant will be partially renewed, however, the Governor's Office has been delayed with announcing the FY09 Drug Court grant awards.

Among other things, the Drug Court Enhancement Grant funds a Chemical Dependency Counselor position (slot # 171) who works directly with the high risk, target population. Since the Governor's office has not yet announced the Drug Court grant awards for FY09, the Travis County Criminal Courts are requesting permission to continue funding for the Chemical Dependency Counselor for an additional month.

A budget adjustment in the amount of \$4,434 has been prepared. The funds will be transferred from account 001-2430-546-0701. This will pay for the salary and benefits of the grant Chemical Dependency Counselor for the month of October 2008. We anticipate the grantor to continue the grant for FY09 at which point the grant will reimburse the General Fund for this amount.



### GRANT SUMMARY SHEET

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

<b>Department/Division:</b>	Travis County Health and Human Services and Veterans Services
<b>Contact Person:</b>	John Bradshaw
<b>Title:</b>	Contract Specialist
<b>Phone Number:</b>	854-4277

<b>Grant Title:</b>	Parenting in Recovery Project					
<b>Grant Period:</b>	From:	9/30/08	To:	9/29/09		
<b>Grantor:</b>	U.S. Dept. of Health and Human Services					
<b>Check One:</b>	New: <input type="checkbox"/>	Continuation: <input checked="" type="checkbox"/>		Amendment: <input type="checkbox"/>		
<b>Check One:</b>	One-Time Award: <input type="checkbox"/>		Ongoing Award: <input checked="" type="checkbox"/>			
<b>Type of Payment:</b>	Advance: <input type="checkbox"/>		Reimbursement: <input checked="" type="checkbox"/>			
<b>Grant Categories/ Funding Source</b>	<b>Federal Funds</b>	<b>State Funds</b>	<b>Local Funds</b>	<b>County Match</b>	<b>In-Kind</b>	<b>TOTAL</b>
Personnel:	0	0	0	75,030	0	75,030
Operating:	500,000	0	0	0	16,173	516,173
Capital Equipment:						0
Indirect Costs:						0
<b>Total:</b>	<b>500,000</b>	<b>0</b>	<b>0</b>	<b>75,030</b>	<b>16,173</b>	<b>591,203</b>
FTEs:	0.00			1.00		1.00

<b>Performance Measures Applicable Dept. Measures</b>	<b>Projected FY 08 Measure</b>	<b>Progress To Date:</b>				<b>Projected FY 09 Measure</b>
		12/31/07	3/31/08	6/31/08	9/30/08	
Number of clients receiving substance dependence treatment services	791	245	200	245		791
Number of clients achieving substance dependence treatment plan goals	443	114	120	190		443
Number of families reunified	85	2	7	8		30
Number of families successfully completing service plan goals	115	27	27	37		91
Number of Child Protective Services petitions filed	415	*Not available	*Not available	*Not available		375
Number of children in conservatorship per month	1,115	964	930	*Not Available		1,000

Number of new children entering care	675	68	31	*Not Available		500
<b>Measures For Grant</b>						
Unduplicated adults served	20	**Not available	1	7		20
Eligible clients discharged to stable housing situation	17	**Not available	0	4		17
Number of families successfully completing program	17	**Not available	0	0		17
The number of children who have a reduction in out-of-home placements	15	**Not available	1	6		15

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

\*This data is collected annually.

\*\*The Parenting in Recovery project did not begin serving clients until after Travis County certified the grant funds in February. Data collection for these measures will begin in the second quarter.

**PBO Recommendation:**

Health and Human Services has submitted a request for a permission to continue the Parenting in Recovery (PIR) Grant Program until a contract agreement is fully executed for second year of the program. The department will be transferring \$261 from their FY 08 General Fund Budget to cover the last day of the Fiscal Year. The FY 09 General Fund includes the County's grant contribution that will cover the personnel costs for second year of the grant. The department is requesting a two month extension on the grant position so services can continue while awaiting the contract. The department has already received verbal confirmation from the grantor that the County will receive FY 09 grant funding for the program. The one day of FY 08 expenditures need since the grant ends September 29<sup>th</sup> will be reclassified against the grant once the contract is approved.

PBO recommends approval of the request to avoid a gap in service.

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

This grant will enhance the services already being provided by the Office of Children Services within Travis County Health and Human Services and Veterans Services (TCHHSVS). TCHHSVS serves as the lead agency on behalf of a regional partnership that includes Austin Recovery, Foundation Communities, Texas Department of Family and Protective Services (DFPS), Austin Travis County Mental Health and Mental Retardation (ATCMHMR), Travis County District Court, and WorkSource. The Parenting in Recovery project provides a flexible, comprehensive continuum of services for families in the child welfare system as a result of methamphetamine or other substance dependence. In Travis County during 2005 and 2006, an average of 53% of all children removed from the custody of their parents by child welfare had parental substance dependence as a major contributing factor leading to their removal. The primary objective of the Parenting in Recovery project is to keep families together in the community while they receive an individualized set of interventions and supports that promote sustained recovery and independent functioning.

Four current TCHHSVS staff are supporting this grant:

- Charles Roper serves as Project Director whose major functions are expanding the number of partners, identifying additional resources to support the project, developing and implementing a sustainability plan for the project, identifying and resolving any problems with the project model, monitoring grant expenditures, preparing required grant reports, and acting as the single collection point for grant data;
- Princess Katana manages grant compliance;
- Laura Peveto provides program oversight, technical assistance, and has a primary role in grant implementation; and
- Jim Lehrman provides grant oversight, management, and coordination within TCHHSVS.

Austin Recovery has expanded the capacity of its women and children's program to serve an additional 10 families. They serve the grant recipients as designated in the project model and participate in the evaluation process and supply required data.

Foundation Communities provides affordable, safe housing for eligible parents completing the 90-day drug treatment program through Austin Recovery. They also provide a part-time case manager to support participants funded by the grant in maintaining their housing.

The staff of the Austin office of Child Protective Services:

- identify PIR clients,
- participate in the evaluation process, and

Both state and local office of DFPS:

- supply required data and
- provide PIR with technical assistance regarding child welfare.

ATCMHMR provides technical assistance on behavioral health disorders. They function as the Managed Service Organization providing oversight and quality control for those partners Travis County District Court will facilitate a dedicated docket for program participants. WorkSource staff assists adults completing the drug treatment program with job training and placement. They work with Austin Recovery's employment services to eliminate duplication and maximize available resources.

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

There is \$500,000 in grant funds available for FY'09. A cash and in-kind match of \$88,000 is required. This increases to \$125,000 in FY'10 and FY'11, and to \$167,000 in FY'12.

Travis County is providing a cash match of \$75,030 in the form of salary and benefits for the Project Director.\*\*\* Austin Recovery is providing an in-kind match of \$16,173 by providing treatment services at a reduced rate. This in-kind match brings the total match to \$91,203 which is more than the \$88,000 required. TCHHSVS is not increasing or expanding program costs. Austin Recovery's agreed to the amount of in-kind contribution prior to notification that grant funding for FY'09 was reduced. Keeping the in-kind contribution at the original level shows the grantor that a program partner is willing to invest in the program and build the foundation for long-term sustainability. Austin Recovery and other project partners will be increasing in-kind matches over the grant's five-year project period to meet the increasing match requirements.

\*\*\*This money is coming from an internal reallocation of TCHHSVS funds in FY'08. The department has submitted a PB4 request for these funds in FY'09.

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 combination of cash and in-kind matches. TCHHSVS is providing the cash match from an internal reallocation of funds. The grant partners are providing the in-kind match by offering services at a reduced cost.

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

There was not enough money in the grant award to cover program costs as well as allow for an indirect cost allocation. The FY'08 indirect cost rate assigned to TCHHSVS by the consultant Maximus is .4548. The proposal for a \$500,000 grant to provide direct services would not be competitive if \$227,400 of that amount went for indirect costs.

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

No. This program relies heavily on local resources for the project model which will support sustainability after the grant ends. The Project Director position will end with the grant. The Project Director will develop relationships with program partners that will be sustained after the grants ends either through MOUs and/or contracts. The length of the grant allows the partners time to evaluate the effectiveness of the project model and create and implement a viable sustainability plan that includes the following:

- Regional partnership will continue as a collaborative body that informs local practices and allocates resources for this population
- Training of Child Protective Services (CPS) staff in Motivational Interview and the use of the M.I.N.I. screening tool for substance dependence and mental health – current goal is to have these as continuing education for CPS staff in the first year of employment
- CPS staff will integrate into practice collaborative treatment planning with a special emphasis on discharge planning
- Austin Recovery will continue to maintain 10 additional beds to serve women and children bringing the agencies capacity to 22
- Foundation Communities will maintain a case manager position to provide support to this population

Partners will identify the funding for treatment and flexible services potentially through increased City/County funding to the existing ATCMHMR Substance Abuse contract to serve this population. CPS will enter into contracts with TCHHSVS or Austin Recovery and Foundation Communities to secure needed services for families. Partners will lobby Department

of State Health Services to raise the funding rate of treatment beds closer to cost and comparable to City/County contract rates, among other things.

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

This program builds on existing substance dependence programs. It is a way to improve service delivery for substance dependency focusing on parents in the child welfare system.

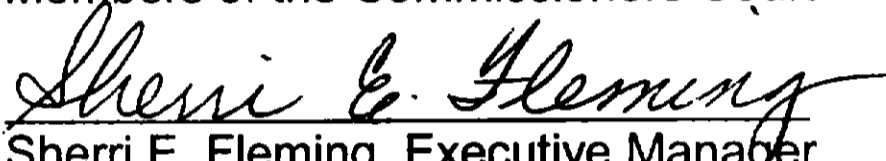
7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

This program is in line with the services currently offered by the Office of Children Services within TCHHSVS.



**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 17, 2008  
**TO:** Members of the Commissioners Court  
**FROM:**   
Sherri E. Fleming, Executive Manager  
Travis County Health and Human Services and Veterans Service  
**SUBJECT:** Permission to continue the Parenting in Recovery project

**Proposed Motion:**

Consider and take appropriate action on the request from Travis County Health and Human Services and Veterans Service for permission to continue the Parenting in Recovery project until the FY'09 grant contract is executed.

**Summary and Staff Recommendations:**

In FY'08, Travis County Health and Human Services and Veterans Service (TCHHSVS) received a five-year grant at \$500,000 per year for the Parenting in Recovery project. The project provides a flexible, comprehensive continuum of services for families in the child welfare system as a result of methamphetamine or other substance dependence. The primary objective of the project is to keep families together in the community while they receive an individualized set of interventions and supports that promote sustained recovery and independent functioning.

The grant pays for a project director whose main duties are as follows:

- Provide oversight and day-to-day management;
- Support coordinated service provision among regional partners;
- Coordinate grant components (service delivery, training, evaluation) and ensure compliance with grant requirements;
- Plan and coordinate training related to the provision of services under the project;

- Facilitate partnership collaboration through monthly/quarterly regional partnership meetings;
- Conduct site visits to monitor activities of project partners and ensure compliance with grant requirements;
- Track grant expenditures and interface with managed services organization;
- Complete programmatic progress reports as required by grant guidelines; and
- Support development of strategy for long-term sustainability post grant award.

The FY'09 Parenting in Recovery grant runs from 9/30/08 to 9/29/09. TCHHSVS has not yet received official notice of the grant award. In order to allow the project director to continue overseeing the program, TCHHSVS is requesting a two-month extension of slot 279 and a temporary allocation of \$261 from the General Fund budget to cover the final day of FY'08. No FY'09 funds are required for this permission to continue because the General Fund budget already includes a cash match contribution that will fully fund the project director's position. The grant will reimburse the General Fund expenditure once the new grant contract is approved.

TCHHSVS staff recommends approving the permission to continue.

**Budgetary and Fiscal Impact:**

The \$261 will come from vacant slot 258, which is funded from salary line item 001-5868-611-0701.

**Issues and Opportunities:**

The project began serving families in February, 2008. To date, 14 families have been enrolled in the project. Six women have completed extended substance dependence treatment and have transitioned to supportive housing. The other women are in various stages of substance dependence treatment. These interventions have resulted in children either not entering the foster care system or being reunified with their parent within 60 days. Parenting in Recovery is functioning well and feedback from the Federal Project Officer remains positive and supportive.

**Background:**

Children are put at risk when one or both parents have a substance abuse problem. The cost of maintaining an addiction diverts a family's financial resources from providing basic needs such as food, clothing, and housing. Parental substance abuse is a key factor underlying the abuse or neglect experienced by many of the children entering foster care. The Parenting in Recovery project is designed to keep families together by providing treatment and support services.

Cc: Jim Lehrman, Director, Office of Children's Services, TCHHSVS  
 Susan A. Spataro, CPA, CMA, Travis County Auditor  
 Jose Palacios, Chief Assistant County Auditor  
 Janice Cohoon, Financial Analyst, Travis County Auditor's Office  
 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

### GRANT SUMMARY SHEET

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

<b>Department/Division:</b>	Juvenile Probation Department/ Residential Services Division
<b>Contact Person:</b>	Michael Williams
<b>Title:</b>	Senior Financial Analyst
<b>Phone Number:</b>	(512) 854-7011

<b>Grant Title:</b>	Residential Substance Abuse Treatment		
<b>Grant Period:</b>	From: 10/1/08	To: 9/30/09	
<b>Grantor:</b>	Office of the Governor's Criminal Justice Division		
<b>Check One:</b>	New: <input type="checkbox"/>	Continuation: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
<b>Check One:</b>	One-Time Award: <input type="checkbox"/>	Ongoing Award: <input checked="" type="checkbox"/>	
<b>Type of Payment:</b>	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:	52,200			36,452		52,200
Operating:	57,156					57,156
Capital Equipment:						
Indirect Costs:						
<b>Total:</b>	109,356	0	0	36,452	0	109,356
<b>FTEs:</b>	1			1		2

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						
Total # of juveniles served	40	40	32	N/A	N/A	35
Total # of juveniles discharged	26	8	13	N/A	N/A	26
% of juvenile who successfully complete the program	92%	100%	100%	N/A	N/A	92%
Number and percent of program youth who re-offend w/in 1 year of discharge	3/12%	N/A	N/A	N/A	N/A	4/15%
<b>Measures For Grant</b>						
# of participants entering the RSAT-funded treatment program	35	13	8	N/A	N/A	35

# of RSAT funded offenders who have completed the program and remained drug free during the treatment program	26	8	13	N/A	N/A	26
# of offenders successfully completing the RSAT-funded residential program	24	8	13	N/A	N/A	23
# of offenders who dropped out of the RSAT-funded residential program	0	0	0	N/A	N/A	0
# of offenders who were terminated from the RSAT-funded residential program	0	0	0	N/A	N/A	0
Number of offenders entering an aftercare program	0	0	0	N/A	N/A	0

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

**PBO Recommendation:**

Juvenile Probation has submitted a permission to continue the Residential Substance Abuse Treatment (RSAT) Grant Program until a contract agreement is fully executed for FY 09. The department will be transferring \$9,120 from the from their FY 09 salary budget to cover two months of personnel expenses. Expenditures will then be reclassified against the grant once the contract is approved.

PBO recommends approval of the request to avoid a gap in service.

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

Juvenile Probation Residential Service Division is requesting approval to continue the Residential Substance Abuse Treatment Program until a fully executed grant to continue the program is approved. Juvenile Probation requests to continue the existing grant through 11/30/08, until the new agreement is in place. The department is hopeful that an agreement can be executed sooner.

Any expenses incurred during this period will likely be able to be reimbursed to the grant once it is approved. Any expenses will occur in FY 09 and will be funded with salary savings from 001-4550-593-0701 and associated benefits. The slot continued by this action is 586. The total cost to continue the position through 11/30/08 is \$9,120

The application to renew this grant was originally approved by Commissioners Court on 05/13/08. The Office of the Governor, Criminal Justice Division has indicated that the funding source for the original application has been eliminated, they have requested that the department instead submit a revised application requesting funds from another grant funding source under the control of the Office of the Governor, Criminal Justice Division. The department is working with the Office of the Governor, Criminal Justice Division to develop a revised application.

The goal of program is to provide safe, secure, effective, individualized treatment for dually-diagnosed juveniles residing in our residential facility. Financial resources secured will support the cost of vocational/educational curriculum and supplies, 1 full-time Counselor, and needed contractual substance and/or mental health services.

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

There are no long term County funding requirements of this grant.

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

No match is required.

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

There is no provision in this grant for indirect costs.

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

The program will not discontinue upon discontinuance of the grant. The Department intends to request subsequent year continuation funding through proposals submitted to the Federal and State government, as well as private foundations. The County will have the opportunity to consider investment in the proposed program as well as other areas of the Residential Division of the Juvenile Probation Department.

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

N/A. This is not a new program.

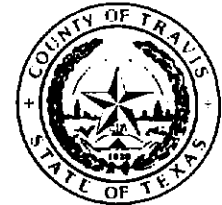
**7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.**

Youth being referred to the Department's secured residential facility are presenting with an increased need for comprehensive substance abuse treatment services that promote successful re-

integration into the community. These youth are at risk for remaining in the juvenile justice system and graduating into the adult criminal justice system as to they tend to lack skills needed to promote crime-free productive lifestyles.

It has been determined that several significant barriers interfere with successful re-integration into the community. These barriers include but are not limited to educational deficiencies, substance abuse problems compounded with mental health concerns, and/or lack of social/life skills. The ability to demonstrate success with this population is contingent up the services, treatment, and, activities available to these youth.

# TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT



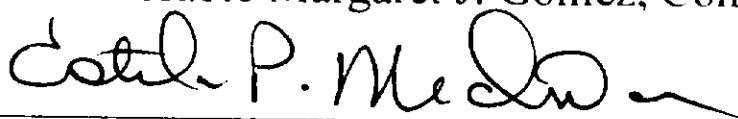
ESTELA P. MEDINA  
Chief Juvenile Probation Officer

08 SEP 18 PM 4:43

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 permission to continue the Residential Substance Abuse Treatment Program through 11/30/08, until an agreement is fully executed.

DATE: September 16, 2008

Juvenile Probation Residential Service Division is requesting approval to continue the Residential Substance Abuse Treatment Program until a fully executed grant to continue the program is approved. Juvenile Probation requests to continue the existing grant through 11/31/08, until the new agreement is in place. The department is hopeful that an agreement can be executed sooner. Any expenses incurred during this period will likely be able to be reimbursed by the grant once it is approved.

The application to renew this grant was originally approved by Commissioners Court on 05/13/08. The Office of the Governor, Criminal Justice Division has indicated that the funding source for the original application has been eliminated, they have requested that the department instead submit a revised application requesting funds from another grant funding source under the control of the Office of the Governor, Criminal Justice Division. The department is working with the Office of the Governor, Criminal Justice Division to develop a revised application.

The goal of program is to provide safe, secure, effective, individualized treatment for dually-diagnosed juveniles residing in our residential facility. Financial resources secured will support the cost of vocational/educational curriculum and supplies, 1 full-time Counselor, and needed contractual substance and/or mental health services.

CC: Laura Rodriguez, Darryl Beatty, Sylvia Mendoza



### GRANT SUMMARY SHEET

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

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

<b>Grant Title:</b>	Office of Parental Representation			
<b>Grant Period:</b>	<b>From:</b>	10/1/2008	<b>To:</b>	9/30/2009
<b>Grantor:</b>	The Supreme Court of Texas, Permanent Judicial Commission for Children, Youth and Families			

<b>Check One:</b>	New: <input checked="" type="checkbox"/>	Continuation: <input type="checkbox"/>	Amendment: <input type="checkbox"/>
<b>Check One:</b>	One-Time Award: <input checked="" type="checkbox"/>	Ongoing Award: <input type="checkbox"/>	
<b>Type of Payment:</b>	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	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
<b>Total:</b>	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).

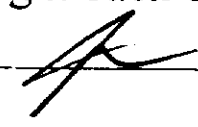
**Auditor's Office Contract Approval:**

Staff Initials: \_\_\_\_\_

**Auditor's Office Comments:**

**PBO Recommendation:**

PBO Concurs. The name change was not identified in time to change the grant item as posted for September 23<sup>rd</sup>. After discussions between PBO, the Civil Courts, the County Auditor's Office and the County Attorney's Office, it was determined that the item could be approved on September 23<sup>rd</sup> and the granting agency's name change could be brought back on September 30<sup>th</sup>. This action is purely administrative to correct a technical error.



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.

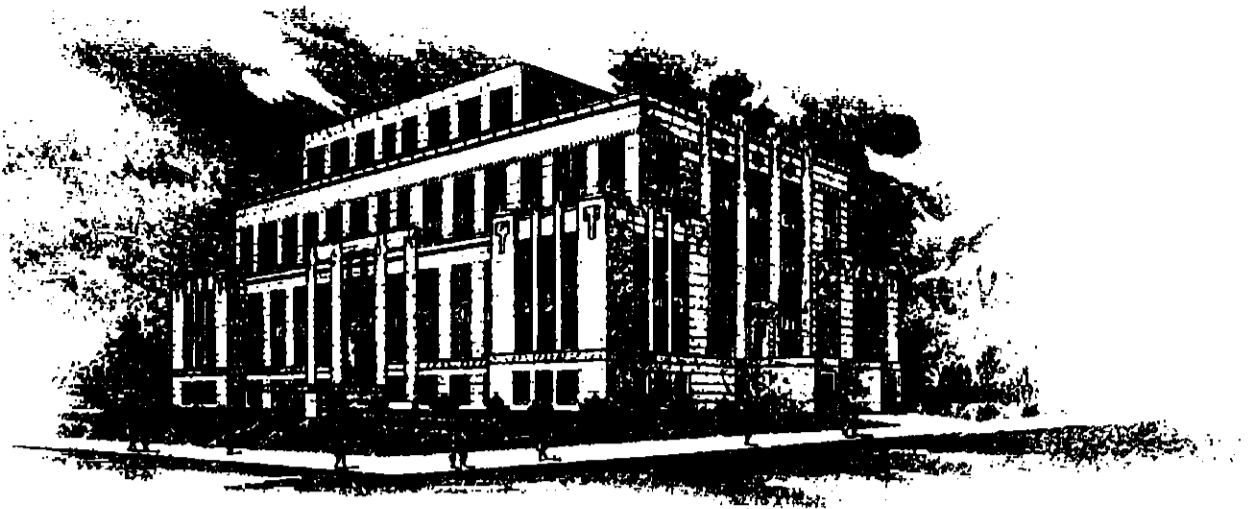
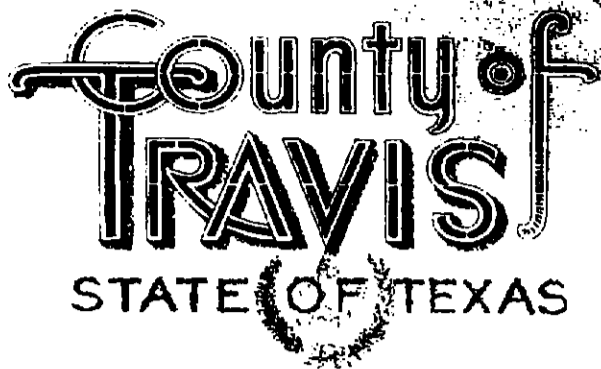
The grant does not require program continuation. However, this grant is to provide start-up costs for a larger Office of Parental Representation. On termination of the grant, these funds will be requested to be continued as part of the General Fund. Efforts will be made to find additional funding from 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  
126<sup>th</sup> Judicial District Court

SUBJECT: **Request to Ratify the 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**

DATE: September 23, 2008

We are hereby requesting that Commissioner's Court ratify its prior decision made on Tuesday, September 23, 2008, accepting the grant award from the Supreme Court Permanent Judicial Commission for Children, Youth and Families in the amount of \$600,000 in funding for a proposed Office of Parental Representation and Child Public Defender's Office (\$300,000 per office). The granting entity recently changed names and we are requesting that the Court ratify its prior action due to this name change. This is an administrative technical correction.

Please review this item and place it on the Commissioners' 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: Peg Liedtke, Civil Courts Director  
Katy Gallagher Parker, Staff Attorney, 126<sup>th</sup> District Court

### 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 <sup>th</sup> 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, Permanent Judicial Commission for Children, Youth and Families		

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						
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 Concurs. The name change was not identified in time to change the grant item as posted for September 23<sup>rd</sup>. After discussions between PBO, the Civil Courts, the County Auditor's Office and the County Attorney's Office, it was determined that the item could be approved on September 23<sup>rd</sup> and the granting agency's name change could be brought back on September 30<sup>th</sup>. This action is purely administrative to correct a technical error.



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.

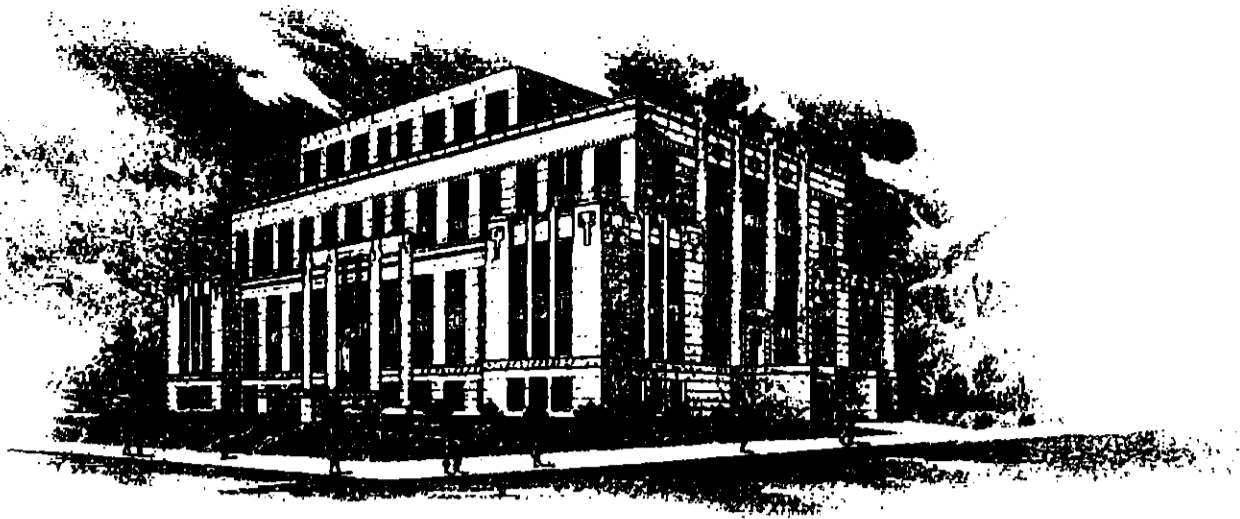
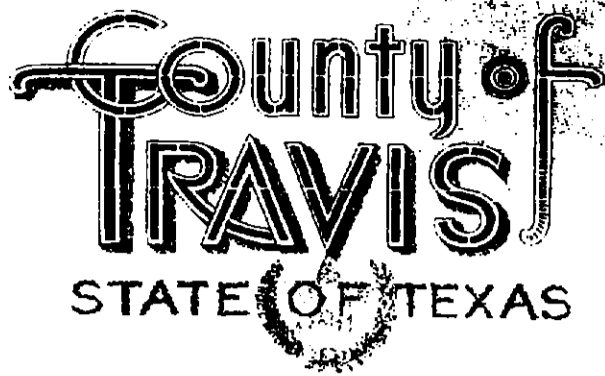
The grant does not require program continuation. However, this grant is to provide start-up costs for a larger Office of Child Representation. On termination of the grant, these funds will be requested to be continued as part of the General Fund. Efforts will be made to find additional funding from additional 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  
126<sup>th</sup> Judicial District Court

SUBJECT: **Request to Ratify the 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**

DATE: September 23, 2008

We are hereby requesting that Commissioner's Court ratify its prior decision made on Tuesday, September 23, 2008, accepting the grant award from the Supreme Court Permanent Judicial Commission for Children, Youth and Families in the amount of \$600,000 in funding for a proposed Office of Parental Representation and Child Public Defender's Office (\$300,000 per office). The granting entity recently changed names and we are requesting that the Court ratify its prior action due to this name change. This is an administrative technical correction.

Please review this item and place it on the Commissioners' 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: Peg Liedtke, Civil Courts Director  
Katy Gallagher Parker, Staff Attorney, 126<sup>th</sup> District Court

**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

Please consider the following item for:

Voting Session:

**September 30, 2008**

I. A. Request made by:

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



**A. APPROVE AN ORDER TO DESIGNATE THE REGULAR MEETING DAYS OF THE COMMISSIONERS COURT OF TRAVIS COUNTY.**

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.

**DAVID A. ESCAMILLA**  
COUNTY ATTORNEY

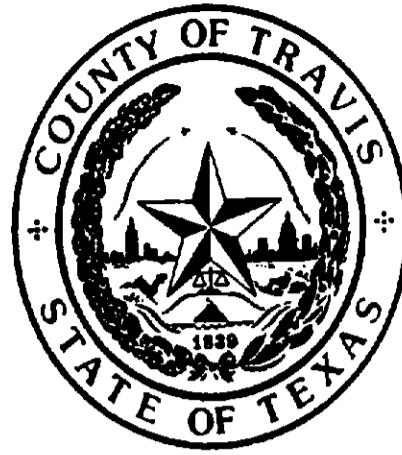
RANDY T. LEAVITT  
FIRST ASSISTANT

JAMES W. COLLINS  
EXECUTIVE ASSISTANT

314 W. 11<sup>TH</sup>, STREET  
GRANGER BLDG., SUITE 420  
AUSTIN, TEXAS 78701

P. O. BOX 1748  
AUSTIN, TEXAS 78767

(512) 854-9513  
FAX: (512) 854-4808



**TRANSACTIONS DIVISION**

JOHN C. HILLE, JR., DIRECTOR †

BARBARA J. WILSON

MARY ETTA GERHARDT

STACY WILSON

TAMARA ARMSTRONG

JAMES M. CONNOLLY

TENLEY A. ALDREDGE

JULIE JOE

DANIEL BRADFORD

\*CHRISTOPHER GILMORE

SARAH F. CHURCHILL

† Member of the College  
of the State Bar of Texas  
\*Board Certified

Commercial Real Estate Law  
Texas Board of Legal Specialization

September 19, 2008

Commissioners Court  
P. O. Box 1478  
Austin, Texas 78767

Re: Designation of the Regular Meeting Day of the Commissioners Court

Dear Judge and Commissioners:

Each year at the last regular meeting of the commissioners court, the court must designate by order the days of the week on which it will convene for its regular term. Because I am not aware of any discussion about changing the day that the court intends to meet, I have prepared the attached order designating Tuesday as the day on which the regular term will convene. If the court prefers another day, please advise me so that another order can be prepared.

Sincerely,

Barbara Wilson  
Assistant County Attorney



AN ORDER TO  
DESIGNATE THE REGULAR MEETING DAY  
OF COMMISSIONERS COURT OF TRAVIS COUNTY

RECITALS

The designation of the regular meeting day of Commissioners Court is required by Local Government Code section 81.005 (a).

ORDER

The Commissioners Court of Travis County, Texas hereby orders that Tuesday be the day of the week on which Commissioners Court convenes in a weekly regular terms during the fiscal year commencing October 1, 2008 and ending September 30, 2009.

The Commissioners Court of Travis County, Texas hereby further orders that September 30, the last work day of the Travis County fiscal year be the day of the year on which Commissioners Court convenes its annual regular term during the fiscal year commencing October 1, 2008 and ending September 30, 2009.

Date of Order: \_\_\_\_\_

TRAVIS COUNTY COMMISSIONERS COURT

\_\_\_\_\_  
Samuel T. Biscoe, County Judge

\_\_\_\_\_  
Ron Davis  
Commissioner, Precinct 1

\_\_\_\_\_  
Sarah Eckhardt  
Commissioner, Precinct 2

\_\_\_\_\_  
Gerald Daugherty  
Commissioner, Precinct 3

\_\_\_\_\_  
Margaret Gómez  
Commissioner, Precinct 4

RECEIVED  
COUNTY JUDGE'S OFFICE

# 49

08 SEP 21 11 09 AM '08

**Travis County Commissioners Court Agenda Request**

Please consider the following item for:

**Voting Session: September 30, 2008**



I. A. Request made by: Rodney Rhoades, PBO Phone 4-8679

**Requested Text: Consider And Take Appropriate Action On Proposed FY 09 Indirect Cost Rates**

C. Approved by: \_\_\_\_\_  
Signature of Commissioner or County Judge

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

County Auditor's Office, 4-9125  
County Attorney's Office, 4-9415  
Constables' Offices

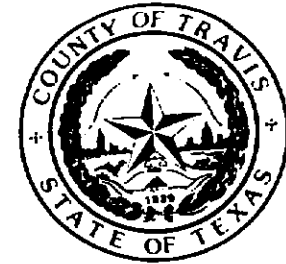
III. BUDGET OR PERSONNEL REQUESTS. Please check if applicable:

- \_\_\_\_\_ Additional funding for any department or for any purpose
- \_\_\_\_\_ Transfer of existing funds within or between any budget
- \_\_\_\_\_ A change in your department's personnel (reclassifications, etc.)

Please coordinate through the County Planning and Budget Office (473-9106) or the Human Resources Department BEFORE submitting any agenda item that involves any budget or personnel issue.

**AGENDA REQUEST DEADLINES**

All Agenda Requests and supporting materials **MUST** be submitted to the County Judge's Office in writing by 5:00 PM on Monday for the next week's meeting. Agenda Requests missing this deadline will be considered for the next subsequent Commissioners Court meeting, as will Agenda Items without appropriate back-up material, including a signed budget transfer form.



**PLANNING AND BUDGET OFFICE**  
**TRAVIS COUNTY, TEXAS**

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

**BACK-UP FOR SEPTEMBER 30, 2008 AGENDA**

September 23, 2008

TO: Members of Commissioners Court

FROM: Randy Lott, Planning and Budget Analyst

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

RE: Approval of Indirect Cost Rates for FY 09.

Maximus provides an annual indirect cost rate plan for Travis County. This plan provides the basis for Travis County to be reimbursed for grant-related indirect cost expenses such as the costs of facilities, utilities, technology services and administrative support. When receiving grant funds, certain granting agencies allow indirect costs to be reimbursed, as long as they are calculated in accordance with Federal Regulations (OMB Circular A-87). Maximus completed two Indirect Cost Plans this summer, for both FY 2006 and FY 2007 data, in order to "catch" Travis County up to the most recent data set (year 2007). Recently, Travis County extended the Maximus contract for another five years.

Indirect costs are calculated each year, and we have now received the new indirect cost rates for actual expenses to be applied to grants in FY 2009. A summary of the rates is attached for your review and approval. The very detailed calculations that are used to derive these rates comprise a document that is 226 pages and about an inch thick. The document itself is not attached, but is available to you in PBO if you wish to review these calculations.

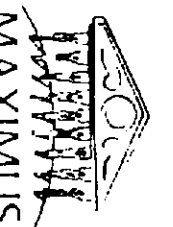
According to the Auditor's Office, for FY 08 the County General Fund has received \$162,583 in revenue (as of August 31, 2008). The cost allocation plan also allows the County to claim additional Title IV-E funds through Juvenile Probation's indirect cost recovery program. Those revenues totaled \$2,346,051 for FY 07 and \$581,956 as of the end of the first quarter in FY 08.

PBO recommends approval of the proposed indirect cost rates for FY 09.

CC: Rodney Rhoades  
Leroy Nellis  
Travis Gatlin  
Susan Spataro  
DeDe Bell

### Indirect Cost Rates

Dpt #	Department Name	Calculated Rate
01	County Judge	182.76%
02	Commissioner - Precinct 1	50.99%
03	Commissioner - Precinct 2	34.38%
04	Commissioner - Precinct 3	38.25%
05	Commissioner - Precinct 4	34.37%
08	Tax Assessor-Collector	66.31%
13	Exposition Center	0%
16	Veterans Service Office	71.15%
18	Agricultural Extension Service	49.72%
19	County Attorney	43.00%
20	County Clerk	44.95%
21	District Clerk	47.92%
22	Civil Courts	36.99%
23	District Attorney	21.44%
24	Criminal Courts	49.34%
25	Probate Court	26.85%
26	Justice of Peace – Precinct 1	40.34%
27	Justice of Peace – Precinct 2	25.27%
28	Justice of Peace – Precinct 3	29.20%
29	Justice of Peace – Precinct 4	33.43%
30	Justice of Peace – Precinct 5	42.81%
31	Constable - Precinct 1	27.97%
32	Constable - Precinct 2	29.04%
33	Constable - Precinct 3	25.56%
34	Constable - Precinct 4	24.55%
35	Constable - Precinct 5	30.67%
37	Sheriff	19.06%
38	Medical Examiner	51.74%
39	Community Supervision & Corrections	17.93%
40	Counseling and Educational Services	25.07%
42	Pretrial Services	36.66%
43	Juvenile Public Defender	30.34%
45	Juvenile Court	22.87%
47	Emergency Services	119.20%
49	Transportation and Natural Resources	44.43%
54	Civil Service Commission	24.09%
55	Criminal Justice Planning	25.62%
58	Health and Human Services	44.77%
	<b>Composite Travis County Rate</b>	<b>29.56%</b>



## TRAVIS COUNTY, TEXAS CERTIFICATE OF INDIRECT COSTS

This is to certify that I have reviewed the cost rate proposal submitted herewith and to the best of my knowledge and belief:

- (1) All costs included in this proposal to establish billing or final indirect costs rates for the period October 1, 2005 through September 30, 2006 are allowable in accordance with the requirements of the Federal award(s) to which they apply and OMB circular A-87, "Cost Principles for State and Local Governments". Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.
- (2) All Costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently and the Federal Government will be notified of any accounting changes that would affect the predetermined rate.

I declare that the foregoing is true and correct.

Travis County, Texas

Signature:

Name of Official:

*KEVIN D. THOMPSON*

Title:

*EXECUTIVE MANAGER OF FINANCE & BUDGET*

Date of Execution:

*8/30/08*



### TRAVIS COUNTY, TEXAS CERTIFICATE OF INDIRECT COSTS

This is to certify that I have reviewed the cost rate proposal submitted herewith and to the best of my knowledge and belief:

- (1) All costs included in this proposal to establish billing or final indirect costs rates for the period October 1, 2006 through September 30, 2007 are allowable in accordance with the requirements of the Federal award(s) to which they apply and OMB circular A-87, "Cost Principles for State and Local Governments". Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.
- (2) All Costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or casual relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently and the Federal Government will be notified of any accounting changes that would affect the predetermined rate.

I declare that the foregoing is true and correct.

Travis County, Texas

Signature:

Name of Official:

DAVID J. THOMPSON

Title:

EXECUTIVE MANAGER, TRAVIS COUNTY

Date of Execution:

9/23/08

RECEIVED

08 SEP 19 AM 9:01

September 17, 2008 TRAVIS COUNTY  
PLANNING & BUDGET OFFICE

Mr. Rodney Rhoades  
Executive Manager  
Planning and Budget Office  
Travis County  
P.O. Box 1748  
Austin, Texas 78767

Dear Mr. Rhoades:

MAXIMUS has completed the Travis County FY 2006 and FY 2007 Central Services Indirect Cost Rate Plans. MAXIMUS has prepared the Plan in accordance with U.S. Office of Management and Budget Circular A-87 (OMB A-87) which defines allowable expenditures for federally funded programs. Data and expenditures incurred during the fiscal year ended September 30, 2006 and September 30, 2007, respectively have been utilized to develop the Plan. Enclosed are two bound copies each. I will also send via email, a complete pdf file of the plans, including covers, narratives, etc.

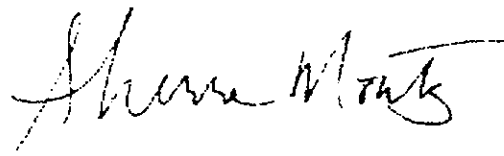
I have enclosed additional copies (one for 2006 and one for 2007) of the certificate to be signed and returned for our files upon your approval of the plan. As soon as I receive the signed certification, I will use the approved numbers for the Juvenile Plans and forward the appropriate documents to Sylvia Mendoza.

You may return the certificate to:

MAXIMUS  
Attn: Jim Brown  
13601 Preston Road, Suite 201E,  
Dallas, TX 75240

If you have any questions concerning the Plan and/or utilization of the indirect rates, please email or call me at 504-482-7280. I appreciated this opportunity to be of assistance to Travis County, and I look forward to working with you again.

Sincerely,



Sherra Montz  
Manager

Enclosures

50



**Travis County Commissioners Court Agenda Request**

Voting Session September 30, 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 \$732,151.07, for the period of September 12, 2008 to September 18, 2008.

Approved by: \_\_\_\_\_  
Signature of Commissioner or County Judge

**II. Additional Information:**

A. Backup memorandum is attached.

B. Affected agencies and officials.

- Linda Moore-Smith      854-9170
- Dan Mansour             854-9499
- Susan Spataro          854-9125
- Christian Smith         854-9465

**III. Required Authorizations: Checked if applicable:**

- \_\_\_\_\_ Planning and Budget Office (854-9106)
- \_\_\_\_\_ Human Resources Management Department (854-9165)
- \_\_\_\_\_ Purchasing Office (854-9700)
- \_\_\_\_\_ County Attorney's Office (854-9415)
- \_\_\_\_\_ County Auditor's Office (854-9125)

RECEIVED  
COUNTY CLERK'S OFFICE

08 SEP 24 AM 10:04



**TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS**

**DATE:** September 30, 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 12, 2008 to September 18, 2008

**REIMBURSEMENT REQUESTED FOR THIS PERIOD:** \$732,151.07

**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 \$732,151.07.

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 12, 2008 TO SEPTEMBER 18, 2008**

-

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

TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: September 30, 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 12, 2008  
TO: September 18, 2008

REIMBURSEMENT REQUESTED: \$ 732,151.07

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC**:	\$ 1,071,540.57
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: September 23, 2008	\$ (339,389.67)
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 732,151.07
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 732,151.07

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 \$99,635) 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 (\$98,322.81) 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 \$86,666.59.


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

I certify that all data listed on this recommendation for transfer of funds is correct and that the payments shown have been made solely for the purpose of health insurance claims.

  
Linda Moore Smith, Director Date 9-23-08

  
Dan Mansour, Risk Manager Date 9-23-08

UNAVAILABLE TO SIGN  
Cindy Purinton, Benefit Contract Administrator Date

  
Norman McRee, Financial Analyst Date 9/23/08

\*\* 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.



08 at 10:50 am

# Human Resources Management Department

---

1010 Lavaca Street, 2<sup>nd</sup> Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

## MEMORANDUM

**Date:** September 30, 2008

**To:** Susan Spataro, County Auditor

**From:** Norman McRee, HR Financial Analyst, Lead  
Human Resources Management Department

**Subject:** Benefits Administrator Unavailable to Sign  
Recommendation for Transfer of Funds  
For Period September 12, 2008 – September 18, 2008

Cindy Purinton, Benefits Administrator, Human Resources Management Department, is out of the office and unavailable to sign the Recommendation for Transfer of Funds document for the period September 12, 2008 – September 18, 2008.

All appropriate reviews and audits have been performed on claims for the above period.

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

FROM: UNITED HEALTH GROUP  
 AE5

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2008-09-19 REQUEST AMOUNT: \$1,071,540.57

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

CALCULATION OF REQUEST AMOUNT  
 + ENDING BANK ACCOUNT BALANCE FROM: 2008-09-18 \$908,147.92  
 - REQUIRED BALANCE TO BE MAINTAINED: \$1,538,718.00  
 + PRIOR DAY REQUEST: \$00.00  
 - UNDER DEPOSIT: \$1,130,570.08  
 + CURRENT DAY NET CHARGE: \$40,970.49  
 + FUNDING ADJUSTMENTS: \$00.00  
 REQUEST AMOUNT: \$1,071,540.57

ACTIVITY FOR WORK DAY: 2008-09-12

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$306,563.40	\$00.00	\$306,563.40
TOTAL:	\$306,563.40	\$00.00	\$306,563.40

ACTIVITY FOR WORK DAY: 2008-09-15

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$190,812.36	\$00.00	\$190,812.36

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2008\_09\_18

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	-128.24	NN	867974	AI	2	9/18/2008	200	9/15/2008	9/18/2008
701254	632	-128.24	NN	1457282	AA	6	9/18/2008	200	9/15/2008	9/18/2008
701254	632	-129.72	NN	1811542	AA	5	9/18/2008	200	9/15/2008	9/18/2008
701254	632	-148.04	NN	1623028	AH	9	9/18/2008	200	9/15/2008	9/18/2008
701254	632	-152.64	Q1	40261173	AE	9	1/14/2008	50	9/16/2008	9/18/2008
701254	632	-166.88	NN	1073807	AE	9	9/18/2008	200	9/15/2008	9/18/2008
701254	632	-169.48	NN	1197552	AA	1	9/18/2008	200	9/15/2008	9/18/2008
701254	632	-203.39	NN	1642075	AH	8	9/18/2008	200	9/15/2008	9/18/2008
701254	632	-212.43	NN	968543	AI	2	9/18/2008	200	9/15/2008	9/18/2008
701254	632	-406.66	Q0	39633724	AH	1	9/13/2008	50	9/19/2008	9/18/2008
701254	632	-896	NN	SSN0000C	AL	0	9/10/2008	600	9/16/2008	9/18/2008
701254	632	-1427.24	O8	53699003	AH	7	5/18/2007	50	9/18/2008	9/18/2008
701254	632	-2026.19	Q3	440341	AH	5	9/17/2008	50	9/19/2008	9/18/2008
701254	632	-3890.12	NN	26	106375	AA	1	9/15/2008	9/18/2008	9/18/2008
701254	632	-4946.88	NN	SSN0000C	AL	0	9/12/2008	600	9/18/2008	9/18/2008
701254	632	-6531.97	NN	SSN0000C	AL	0	9/9/2008	600	9/15/2008	9/18/2008
701254	632	-7929.11	NN	26	106064	AH	1	9/15/2008	9/18/2008	9/18/2008
701254	632	-24367.63	NN	SSN0000C	AL	0	9/10/2008	600	9/16/2008	9/18/2008
701254	632	-29050	NN	SSN0000C	AL	0	9/15/2008	600	9/19/2008	9/18/2008

732,151.07

# ***Travis County Hospital and Insurance Fund - County Employees***

## ***UHC Payments Deemed Not Reimbursable***

For the payment week ending: 09/18/2008

<b><i>CONTR_#</i></b>	<b><i>TRANS_AMT</i></b>	<b><i>SRS</i></b>	<b><i>CHK_#</i></b>	<b><i>GRP</i></b>	<b><i>ACCT#</i></b>	<b><i>CLAIM</i></b>	<b><i>ISS_DATE</i></b>	<b><i>TRANS_CODE</i></b>	<b><i>TRANS_DATE</i></b>
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***Total:***                    \$0.00

**Travis County - Hospital and Self Insurance Fund (526)**

**Journal Entry for the Reimbursement to United Health Care**

For the payment week ending: **9/18/2008**

<b>TYPE</b>	<b>MEMBER TYPE</b>	<b>TRANS_AMT</b>	
<b>CEPO</b>			
	EE		
	<b>526-1145-522.45-28</b>	<b>78,139.08</b>	
	RR		
	<b>526-1145-522.45-29</b>	<b>10,621.10</b>	
<b>Total CEPO</b>			<b>\$88,760.18</b>
<b>EPO</b>			
	EE		
	<b>526-1145-522.45-20</b>	<b>168,813.96</b>	
	RR		
	<b>526-1145-522.45-21</b>	<b>26,327.98</b>	
<b>Total EPO</b>			<b>\$195,141.94</b>
<b>PPO</b>			
	EE		
	<b>526-1145-522.45-25</b>	<b>395,003.10</b>	
	RR		
	<b>526-1145-522.45-26</b>	<b>53,245.85</b>	
<b>Total PPO</b>			<b>\$448,248.95</b>
<b>Grand Total</b>			<b>\$732,151.07</b>



# 51

**Travis County Commissioners Court Agenda Request**

Voting Session 9/30/08  
(Date)

Work Session \_\_\_\_\_  
(Date)

**I. Request made by:**

**Alicia Perez, Executive Manager, Administrative Operations** Phone # 854-9343  
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

Routine Personnel Actions

Approved by: \_\_\_\_\_  
Signature of Commissioner(s) or County Judge

**II. Additional Information**

- A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight copies of request and backup).
- B. List all of the agencies or official names and telephone numbers that might be affected or be involved with the request. Send a copy of request and backup to each party listed.

**III. Required Authorizations:** Please check if applicable:

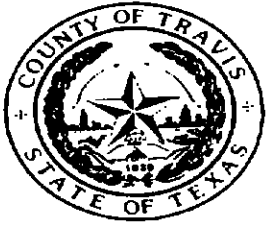
\_\_\_\_\_ Planning and Budget Office (854-9106)

\_\_\_\_\_ Human Resources Management Department (854-9165)

\_\_\_\_\_ Purchasing Office (854-9700)

\_\_\_\_\_ County Attorney's Office (854-9415)

\_\_\_\_\_ County Auditor's Office (854-9125)



**Human Resources Management Department**

1010 Lavaca Street, 2<sup>nd</sup> Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

**September 30, 2008**

**ITEM # :**

**DATE:** September 19, 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 *[Signature]*

**SUBJECT:** Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

**Routine Personnel Actions – Pages 2 – 5.**

**FY 09 Temporary Slot Extensions – Pages 6 – 30.**

Approval requested to **extend** temporary slots, end dates, and employee status codes.

- \* Temporary employees "02" (less than 6 months) October 1, 2008 through March 31, 2009,
- \* Project workers "05" (more than 6 months, includes Retirement Benefits) October 1, 2008 through September 30, 2009,
- \* Seasonal employees "06" October 1, 2008 through September 30, 2009.

HRMD has reviewed appropriate documentation; PBO has confirmed FY 09 funding.

**FY 09 Temporary Slot Conversion – Page 11.**

Approval requested to **convert** temporary slot - temporary employee (less than 6 months) to project worker (more than 6 months, includes Retirement Benefits), end dates, and employee status codes from October 1, 2008 through September 30, 2009. HRMD has reviewed appropriate documentation; PBO has confirmed FY 09 funding.

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**

<b>NEW HIRES</b>					
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Level/Salary</b>	<b>HRMD Recommends Level/Salary</b>	
Constable 2	38	Accountant Assoc	13 / \$30,688.80	13 / \$30,688.80	
County Atty	89	Law Clerk I (Part-time)	14 / Minimum / \$15,778.26	14 / Minimum / \$15,778.26	
ITS	34	Technical Trainer I	19 / \$60,830.00	19 / \$60,830.00	
Tax Collector	88	Tax Specialist II (Part-time)	14 / Minimum / \$23,667.38	14 / Minimum / \$23,667.38	
TNR	191	Road Maint Worker	8 / \$26,436.80	8 / \$26,436.80	
TNR	266	Road Maint Worker	8 / \$25,812.80	8 / \$25,812.80	
TNR	358	Road Maint Worker	8 / \$26,436.80	8 / \$26,436.80	
TNR	449	Road Maint Worker	8 / \$29,889.60	8 / \$29,889.60	
TNR	450	Equipment Mechanic	13 / Midpoint / \$36,138.96	13 / Midpoint / \$36,138.96	
TNR	568	Park Ranger	60 / Step 1 / \$40,571.23	60 / Step 1 / \$40,571.23	
<b>* Temporary to Regular</b>			<b>** Actual vs Authorized</b>		

<b>TEMPORARY APPOINTMENTS</b>					
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Grade/Salary</b>	<b>HRMD Recommends Grade/Salary</b>	<b>**Temporary Status Type Code</b>
Civil Courts	50016	Court Bailiff	8 / \$10.10	8 / \$10.10	05
County Atty	20002	Office Asst	8 / \$10.10	8 / \$10.10	02
County Atty	20017	Office Asst	8 / \$10.10	8 / \$10.10	02
County Atty	20023	Office Asst	8 / \$10.10	8 / \$10.10	02
County Clerk	20010	Elec Clk – Operations Clk IV	11 / \$13.00	11 / \$13.00	02
County Clerk	20053	Elec Clk – Operations Clk II	7 / \$10.00	7 / \$10.00	02
County Clerk	20066	Elec Clk – Operations Clk II	7 / \$10.00	7 / \$10.00	02
<b>*Regular to Temporary</b>		<b>**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).</b>			

<b>TEMPORARY APPOINTMENTS</b>					
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Grade/Salary</b>	<b>HRMD Recommends Grade/Salary</b>	<b>**Temporary Status Type Code</b>
County Clerk	20331	Elec Clk – Operations Clk IV	11 / \$13.00	11 / \$13.00	02
County Clerk	20410	Elec Clk – Operations Clk II	7 / \$10.00	7 / \$10.00	02
County Clerk	20421	Elec Clk – Operations Clk II	7 / \$10.00	7 / \$10.00	02
County Clerk	20423	Elec Clk – Operations Clk II	7 / \$10.00	7 / \$10.00	02
County Clerk	20426	Elec Clk – Operations Clk II	7 / \$10.00	7 / \$10.00	02
County Clerk	20429	Elec Clk – Operations Clk II	7 / \$10.00	7 / \$10.00	02
County Clerk	20571	Elec Clk – Operations Clk II	7 / \$10.00	7 / \$10.00	02
County Clerk	20572	Elec Clk – Operations Clk II	7 / \$10.00	7 / \$10.00	02
County Clerk	20576	Elec Clk – Operations Clk II	7 / \$10.00	7 / \$10.00	02
District Atty	20039	Law Clerk II	18 / \$19.88	18 / \$19.88	02
Juvenile Court	50192	Juvenile Detention Ofcr Asst*	10 / \$11.58	10 / \$11.58	05
Probate Court	20021	Accountant Assoc	13 / \$14.18	13 / \$14.18	02
<b>*Regular to Temporary</b>		<b>**Temporary Status Type Codes:</b> (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).			

<b>CAREER LADDERS – NON-POPS</b>						
<b>Dept.</b>	<b>Slot</b>	<b>Current Position Title/Grade</b>	<b>New Position Title/Grade</b>	<b>Current Annual Salary</b>	<b>Proposed Annual Salary</b>	<b>Comments Current HRMD Practice</b>
District Atty	20	Attorney V* / Grd 27	Attorney VI / Grd 28	\$80,291.48	\$85,992.17	Career Ladder. Pay is between min and midpoint of pay grade.
District Atty	263	Attorney III* / Grd 24	Attorney IV / Grd 26	\$62,086.34	\$71,084.42	Career Ladder. Pay is at minimum of pay grade.
<b>* Actual vs Authorized</b>						

<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>County Commissioner Pct 2</b>	Slot 2 / Executive Asst – Elctd Official / Grd 18 / \$46,500.00	<b>County Commissioner Pct 2</b>	Slot 2 / Executive Asst – Elctd Official / Grd 18 / \$46,984.00	Salary adjustment. Pay is between min and midpoint of pay grade.
<b>County Commissioner Pct 2</b>	Slot 3 / Executive Asst / Grd 16 / \$45,356.33	<b>County Commissioner Pct 2</b>	Slot 3 / Executive Asst / Grd 16 / \$45,717.00	Salary adjustment. Pay is between midpoint and max of pay grade.
<b>County Commissioner Pct 2</b>	Slot 4 / Executive Asst – Elctd Official / Grd 18 / \$49,016.39	<b>County Commissioner Pct 2</b>	Slot 4 / Executive Asst – Elctd Official / Grd 18 / \$50,715.00	Salary adjustment. Pay is between min and midpoint of pay grade.
<b>Constable 2</b>	Slot 38 / Accountant Assoc / Grd 13 / \$32,093.29	<b>Constable 2</b>	Slot 42 / Court Clerk I / Grd 13 / \$33,091.39	Lateral transfer. Employee transferred to different slot, different position, same department, same pay grade. Pay is between min and midpoint of pay grade.
<b>County Atty</b>	Slot 57 / Legal Secretary / Grd 15 / \$44,993.16	<b>County Atty</b>	Slot 94 / Legal Secretary / Grd 15 / \$44,993.16	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Tax Collector</b>	Slot 42 / Tax Specialist I / Grd 12 / \$27,573.10	<b>Tax Collector</b>	Slot 105 / Tax Specialist I* / Grd 12 / \$27,573.10	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Tax Collector</b>	Slot 75 / Tax Specialist I* / Grd 12 / \$29,036.70	<b>Tax Collector</b>	Slot 75 / Tax Specialist II / Grd 14 / \$31,556.51	Promotion. Pay is at minimum of pay grade.
<b>* Actual vs Authorized</b>				

<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>Tax Collector</b>	Slot 92 / Tax Specialist I / Grd 12 / \$27,573.10	<b>Tax Collector</b>	Slot 92 / Tax Specialist I / Grd 12 / \$28,392.00	Salary adjustment. Pay is between min and midpoint of pay grade.
<b>Tax Collector</b>	Slot 103 / Tax Specialist I / Grd 12 / \$29,312.43	<b>Tax Collector</b>	Slot 39 / Tax Specialist I* / Grd 12 / \$29,312.43	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Tax Collector</b>	Slot 105 / Tax Specialist I* / Grd 12 / \$27,573.10	<b>Tax Collector</b>	Slot 105 / Tax Specialist I* / Grd 12 / \$28,392.00	Salary adjustment. Pay is between min and midpoint of pay grade.
<b>Tax Collector</b>	Slot 131 / Tax Specialist I / Grd 12 / \$27,573.10	<b>Tax Collector</b>	Slot 131 / Tax Specialist I / Grd 12 / \$28,392.00	Salary adjustment. Pay is between min and midpoint of pay grade.
<b>* Actual vs Authorized</b>				

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<b>FY 09 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "02" - STATUS                      EFFECTIVE OCTOBER 1, 2008 THROUGH MARCH 31, 2009</b>			
<b>Dept.</b>	<b>Slot</b>	<b>Actual Position Title</b>	<b>EE Status Code</b>
<b>Co. Agricultural Ext Serv</b>	20022	Education Instructional Spec	02
<b>Co. Agricultural Ext Serv</b>	20020	Office Asst	02
<b>Constable 5</b>	20016	Deputy Constable	02
<b>County Atty</b>	20002, 20003, 20013, 20016, 20017, 20018, 20022, 20023	Office Asst	02
<b>County Clerk</b>	20005, 20012, 20013, 20014, 20015, 20018, 20019, 20020, 20021, 20025, 20033, 20068, 20072, 20073, 20075, 20076, 20077, 20078, 20079, 20080, 20081, 20084, 20085, 20086, 20087, 20088, 20090, 20091, 20092, 20094, 20095, 20096, 20097, 20098, 20099, 20100, 20101, 20102, 20103, 20104, 20105, 20106, 20107, 20108, 20109, 20110, 20111, 20112, 20113, 20114, 20116, 20117, 20118, 20119, 20124, 20125, 20126, 20127, 20128, 20129, 20150, 20151, 20152, 20153, 20154, 20155, 20156, 20161, 20162, 20165, 20167, 20169, 20170, 20171, 20180, 20181, 20182, 20183, 20184, 20185, 20186, 20187, 20188, 20189, 20190, 20191, 20192, 20193, 20194, 20195, 20196, 20197, 20198, 20199, 20200, 20202, 20203, 20204, 20205, 20206,	Elec Clk-Erly Vting Clk	02

**FY 09 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "02" - STATUS  
EFFECTIVE OCTOBER 1, 2008 THROUGH MARCH 31, 2009**

<b>Dept.</b>	<b>Slot</b>	<b>Actual Position Title</b>	<b>EE Status Code</b>
County Clerk	20207, 20209, 20210, 20211, 20213, 20215, 20216, 20217, 20218, 20219, 20220, 20221, 20223, 20226, 20227, 20228, 20229, 20230, 20233, 20234,  20235, 20240, 20250, 20252, 20253, 20254, 20255, 20256, 20257, 20258, 20259, 20260, 20261, 20262, 20263, 20264, 20266, 20267, 20268, 20269,  20270, 20271, 20272, 20273, 20274, 20275, 20276, 20277, 20279, 20280, 20281, 20282, 20283, 20284, 20285, 20286, 20287, 20288, 20289, 20290,  20291, 20292, 20293, 20294, 20295, 20296, 20297, 20298, 20299, 20300, 20301, 20303, 20304, 20305, 20306, 20307, 20309, 20310, 20311, 20312,  20315, 20317, 20319, 20320, 20321, 20322, 20325, 20326, 20327, 20328, 20332, 20335, 20336, 20337, 20338, 20339, 20340, 20341, 20342, 20343,  20344, 20345, 20346, 20347, 20348, 20349, 20350, 20351, 20352, 20353, 20354, 20355, 20356, 20357, 20358, 20359, 20360, 20361, 20362, 20363,  20364, 20482, 20483, 20494, 20495, 20500, 20502, 20503, 20504, 20505, 20510, 20511, 20513, 20519, 20521, 20522, 20523, 20525, 20526, 20527,	Elec Clk-Erly Vting Clk	02



**FY 09 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "02" - STATUS  
EFFECTIVE OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009**

<b>Dept.</b>	<b>Slot</b>	<b>Actual Position Title</b>	<b>EE Status Code</b>
<b>County Clerk</b>	20528, 20529, 20530, 20531, 20532, 20533, 20534, 20535, 20536, 20537, 20538, 20539, 20540, 20541, 20542, 20550, 20551, 20552, 20553, 20554,  20555, 20556, 20557, 20558, 20559, 20560, 20561, 20562, 20563, 20564, 20565, 20566, 20567, 20568, 20569, 20570, 20603, 20604, 20605, 20606,  20607, 20608, 20609, 20610, 20611, 20612, 20613, 20614, 20615, 20616, 20617, 20618, 20619, 20620, 20621, 20623, 20624, 20625, 20627, 20628,  20629, 20630, 20631, 20632, 20633, 20636, 20637, 20638, 20639, 20640, 20641, 20642, 20643, 20644, 20645, 20646, 20647, 20648, 20649, 20650	Elec Clk-Erly Vting Clk	02
<b>County Clerk</b>	20009, 20365, 20366, 20367, 20368, 20369, 20370, 20372, 20373, 20374, 20375, 20376, 20377, 20378, 20379, 20380, 20381, 20382, 20383, 20384,  20385, 20386, 20387, 20388, 20389, 20390, 20391, 20392, 20393, 20394, 20395, 20396, 20397, 20398, 20399, 20400, 20401, 20402, 20403, 20404,  20405, 20406, 20407, 20408, 20413, 20475, 20485, 20487, 20488, 20501, 20506, 20508, 20509, 20520, 20651, 20652, 20653, 20654, 20655, 23014,	Elec Clk-Erly Vting Deputy	02

**FY 09 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "02" - STATUS  
EFFECTIVE OCTOBER 1, 2008 THROUGH MARCH 31, 2009**

<b>Dept.</b>	<b>Slot</b>	<b>Actual Position Title</b>	<b>EE Status Code</b>
<b>County Clerk</b>	20024	Elec Clk-Operations Clk I	02
<b>County Clerk</b>	20053, 20054, 20055, 20058, 20060, 20066, 20159, 20313, 20314, 20323, 20410, 20411, 20412, 20414, 20417, 20419, 20420, 20421, 20422, 20423,  20424, 20426, 20427, 20428, 20429, 20430, 20431, 20432, 20433, 20434, 20435, 20452, 20454, 20484, 20493, 20571, 20572, 20573, 20574, 20575,  20576, 20577, 20656, 20657, 20658, 20659, 20660, 20661, 20662, 20663, 20665	Elec Clk-Operations Clk II	02
<b>County Clerk</b>	20003, 20006, 20007, 20010, 20016, 20017, 20022, 20028, 20032, 20041, 20059, 20063, 20064, 20070, 20074, 20093, 20201, 20222, 20232, 20308,  20329, 20331, 20333, 20438, 20439, 20442, 20443, 20444, 20445, 20446, 20447, 20448, 20450, 20451, 20453, 20455, 20457, 20458, 20459, 20460,  20461, 20462, 20463, 20465, 20466, 20467, 20468, 20479, 20480, 20481, 20486, 20489, 20491, 20492, 20498, 20524, 20578, 20579, 20580, 20581,  20582, 20594, 20595, 20596, 20597, 20598, 20599, 20600, 20601, 20602, 20622, 20626, 20664, 23015	Elec Clk-Operations Clk IV	02

**FY 09 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "02" - STATUS  
EFFECTIVE OCTOBER 1, 2008 THROUGH MARCH 31, 2009**

<b>Dept.</b>	<b>Slot</b>	<b>Actual Position Title</b>	<b>EE Status Code</b>
County Clerk	20316, 20469, 20634, 20635, 23017	Elec Clk-Operations Clk V	02
District Atty	20035, 20039	Law Clerk II	02
District Atty	20019	Office Specialist	02
District Clerk	20040, 20044, 20068	Court Clerk I	02
District Clerk	20069	Court Clerk II	02
District Clerk	20032	Office Specialist	02
Fac Mgmt	20076, 20077, 20078, 20079	Building Ops Worker	02
Fac Mgmt	20010, 20026, 20027	Custodian	02
Fac Mgmt	20025, 20029	Groundskeeper	02
HHS	20023	Admin Svcs Div Dir	02
ITS	20003	Customer Support Analyst II	02
JP Pct 1	20004	Court Clerk I	02
JP Pct 3	20004	Office Asst	02
Juvenile Court	20120	Administrative Asst II	02
Tax Collector	20042, 20043, 20092, 20093, 20105, 20106, 20107	Administrative Asst I	02
TNR	20068	Natural Resources Tech	02
TNR	20096, 20097, 20098, 20099, 20102	Park Maint Worker	02
TNR	20059, 20060, 20061, 20062, 20063, 20064, 20065, 20066, 20067, 20069, 20070, 20071, 20072, 20073, 20075, 20076, 20077, 20078, 20089, 20090, 20091, 20092, 20094	Park Tech I	02

**FY 09 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "02" - STATUS EFFECTIVE OCTOBER 1, 2008 THROUGH MARCH 31, 2009**

<b>Dept.</b>	<b>Slot</b>	<b>Actual Position Title</b>	<b>EE Status Code</b>
TNR	20050, 20052, 20053, 20055, 20056, 20057	Park Tech II	02
TNR	20103	Planner	02
TNR	20104	Risk/Safety Spec Asst II	02

**FY 09 TEMPORARY SLOT STATUS CODE CONVERSION FROM TEMPORARY EMPLOYEES "02" TO PROJECT WORKERS "05" - STATUS EFFECTIVE OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009**

<b>Dept.</b>	<b>Slot</b>	<b>Actual Position Title</b>	<b>EE Status Code</b>
District Attorney	50056	Law Clerk II	05

**FY 09 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "05" - STATUS EFFECTIVE OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009**

<b>Dept.</b>	<b>Slot</b>	<b>Actual Position Title</b>	<b>EE Status Code</b>
Civil Courts	50005, 50008, 50009, 50013, 50014, 50016, 50019, 50020, 50023	Court Bailiff	05
Civil Courts	50021	Planner Sr	05
Constable 2	50002	Court Clerk I	05
Constable 3	50005, 50006, 50008, 50013	Court Clerk I	05
Constable 3	50010, 50011, 50012	Deputy Constable	05
Constable 4	50001	Court Clerk I	05
Constable 5	50008	Office Asst	05

**FY 09 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "05" - STATUS  
EFFECTIVE OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009**

<b>Dept.</b>	<b>Slot</b>	<b>Actual Position Title</b>	<b>EE Status Code</b>
CSCD	50000, 50011	Office Asst	05
CSCD	50012	Office Specialist	05
CSCD	50018, 50019	Probation Officer Asst	05
CSCD	50010	Probation Officer II	05
CSCD	50016, 50017	Probation Officer Sr	05
CSCD	50013, 50014, 50015, 50024	Social Svcs Aide	05
County Atty	50012	Investigator	05
County Atty	50020	Social Svcs Prgm Spec Assoc	05
County Clerk	50123	Commissioners Court Spec	05
County Clerk	50060	Court Clerk Asst	05
County Clerk	50050, 50051, 50052, 50053, 50054, 50055, 50056, 50057, 50058, 50059, 50065, 50224, 50225, 50590, 50591, 53005	Office Asst	05
County Commissioner Pct 4	50002	Office Specialist Sr	05
District Atty	50031, 50032, 50033, 50034, 50035, 50036, 50037, 50038, 50039, 50040, 50041, 50042, 50043, 50044, 50045, 50046, 50047, 50048, 50049, 50050, 50051, 50052, 50053, 50054, 50055	Attorney III	05
District Atty	50016, 50017, 50018, 50030	Law Clerk II	05

<b>FY 09 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "05" - STATUS EFFECTIVE OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009</b>			
<b>Dept.</b>	<b>Slot</b>	<b>Actual Position Title</b>	<b>EE Status Code</b>
District Atty	50005	Office Asst	05
District Clerk	50024, 50025	Court Clerk Asst	05
District Clerk	50020, 50022	Court Clerk I	05
District Clerk	50030	Office Specialist	05
District Clerk	50023	Office Specialist Sr	05
District Clerk	50070	Records Analyst	05
Fac Mgmt	50003, 50004, 50009, 50015, 50051, 50052, 50065, 50066, 50067, 50068	Building Security Guard	05
Fac Mgmt	50053, 50055, 50056, 50058, 50059, 50061, 50063, 50064	Custodian	05
HHS	50227	Administrative Asst I	05
HHS	50026	Caseworker	05
HHS	50027, 50030	Interpreter Sign Lang I	05
HHS	50025, 50055, 50056	Interpreter Sign Lang II	05
HHS	50019, 50021, 50022, 50023, 50024, 50059, 50060	Interpreter Sign Lang III	05
HHS	50005, 50008, 50011, 50050, 50061, 50062	Interpreter Sign Lang IV	05
HHS	50012, 50013, 50014, 50015, 50016, 50063, 50064	Interpreter Sign Lang V	05
HHS	50065	Office Asst	05
HHS	50066	Social Svcs Asst	05
ITS	50001	Contract Compliance Spec	05
JP Pct 1	50005, 50006	Court Clerk I	05

<b>FY 09 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "05" - STATUS EFFECTIVE OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009</b>			
<b>Dept.</b>	<b>Slot</b>	<b>Actual Position Title</b>	<b>EE Status Code</b>
JP Pct 3	50002, 50003, 50008	Office Asst	05
JP Pct 4	50005	Court Clerk Asst	05
JP Pct 5	50005, 50007	Court Clerk Asst	05
Juvenile Court	50103	Cert Nursing Asst	05
Juvenile Court	50000, 50002, 50005, 50006, 50007, 50104, 50105, 50106, 50156, 50185, 50301	Cook	05
Juvenile Court	50172, 50174, 50175, 50176, 50177	Court Clerk I	05
Juvenile Court	50178	Custodian	05
Juvenile Court	50307	Hvac Refrig Mechanic	05
Juvenile Court	50038, 50045, 50050, 50086, 50109, 50111, 50141, 50142, 50143, 50148, 50150, 50151, 50155, 50157, 50158, 50159, 50160, 50161, 50163, 50164, 50166, 50167, 50168, 50169, 50171, 50173, 50190, 50192, 50193, 50194, 50195, 50209	Juvenile Detention Ofcr Asst	05
Juvenile Court	50064, 50083, 50110, 50113, 50114, 50115, 50116, 50117, 50118, 50119, 50120, 50122, 50123, 50124, 50126, 50127, 50128, 50129, 50130, 50132, 50133, 50134, 50135, 50136, 50137, 50138, 50139, 50140, 50187, 50188, 50189, 50208, 50210, 50213	Juvenile Res Trt Ofcr Asst	05
Juvenile Court	50019, 50108, 50112, 50146, 50180	Laundry Attendant	05

<b>FY 09 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "05" - STATUS EFFECTIVE OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009</b>			
<b>Dept.</b>	<b>Slot</b>	<b>Actual Position Title</b>	<b>EE Status Code</b>
Juvenile Court	50182	Licensed Voc Nurse	05
Juvenile Court	50302, 50303, 50304, 50305	Office Asst	05
Juvenile Court	50084, 50200, 50306, 50309, 50310	Registered Nurse II	05
Pretrial Services	50005	Pretrial Officer Sr	05
Pretrial Services	50012	Training Education Coord II	05
Records Mang & Comm Resrc	50005, 50006, 50007, 50008	Attorney I	05
Tax Collector	50053, 50054, 50056, 50060, 50064	Administrative Asst I	05
Tax Collector	50061	Office Asst	05
Tax Collector	50059	Tax Compliance Ofcr	05
Tax Collector	50052	Tax Specialist I	05
TNR	50005	Automotive Mechanic	05
TNR	50099	GIS Analyst	05
TNR	50118	GIS Spec	05
TNR	50092, 50097	Office Asst	05
TNR	50006, 50007, 50008, 50009, 50012, 50015, 50016, 50017, 50018, 50019, 50021, 50022, 50026, 50028, 50029, 50030, 50032, 50033, 50034, 50035, 50036, 50037, 50038, 50039, 50040, 50041, 50043, 50100, 50101, 50102, 50103, 50104, 50105, 50106, 50107	Park Tech I	05



<b>FY 09 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "05" - STATUS EFFECTIVE OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009</b>			
<b>Dept.</b>	<b>Slot</b>	<b>Actual Position Title</b>	<b>EE Status Code</b>
<b>TNR</b>	50023, 50024, 50042, 50066, 50075, 50076, 50078, 50079, 50080, 50081, 50082, 50083, 50084, 50085, 50093, 50119	Park Tech II	05
<b>TNR</b>	50044, 50045, 50046, 50047, 50049, 50050, 50051, 50052, 50053, 50054, 50055, 50056, 50057, 50058, 50059, 50060, 50061, 50063, 50064, 50065, 50067, 50068, 50069, 50070, 50072, 50073, 50089, 50094, 50095, 50096, 50108, 50109, 50110, 50111, 50112, 50113, 50114, 50115, 50116, 50117, 50120, 50121	School Crossing Guard	05
<b>Veterans Services</b>	50008	Social Svcs Prgm Spec Assoc	05

<b>FY 09 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "06" - STATUS EFFECTIVE OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009</b>			
<b>Dept.</b>	<b>Slot</b>	<b>Actual Position Title</b>	<b>EE Status Code</b>
<b>County Clerk</b>	90001, 90006, 90008, 90011, 90015, 90021, 90028, 90034, 90035, 90040, 90041, 90042, 90044, 90045, 90046, 90050, 90052, 90053, 90057, 90058, 90065, 90066, 90076, 90077, 90079, 90082, 90084, 90086, 90087, 90088, 90090, 90097, 90098, 90101, 90103, 90104, 90105, 90106, 90112, 90113,	Elec Clk-Elc Wk Other	06

**FY 09 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "06" - STATUS  
EFFECTIVE OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009**

<b>Dept.</b>	<b>Slot</b>	<b>Actual Position Title</b>	<b>EE Status Code</b>
<b>County Clerk</b>	90114, 90115, 90118, 90121, 90122, 90128, 90129, 90131, 90136, 90137, 90138, 90139, 90140, 90149, 90150, 90154, 90155, 90156, 90157, 90158,  90160, 90163, 90164, 90167, 90169, 90170, 90171, 90172, 90179, 90183, 90184, 90187, 90189, 90190, 90191, 90192, 90193, 90194, 90196, 90197,  90198, 90199, 90200, 90203, 90204, 90207, 90214, 90217, 90218, 90221, 90222, 90223, 90224, 90225, 90226, 90227, 90230, 90232, 90233, 90234,  90235, 90237, 90238, 90242, 90244, 90245, 90246, 90248, 90249, 90250, 90253, 90257, 90258, 90260, 90262, 90265, 90266, 90267, 90268, 90269,  90272, 90273, 90274, 90275, 90278, 90280, 90281, 90282, 90284, 90285, 90286, 90287, 90288, 90291, 90298, 90299, 90301, 90302, 90303, 90305,  90307, 90308, 90309, 90311, 90312, 90320, 90322, 90323, 90324, 90326, 90343, 90344, 90347, 90348, 90349, 90352, 90354, 90356, 90358, 90363,  90364, 90365, 90366, 90367, 90369, 90370, 90371, 90373, 90377, 90378, 90380, 90383, 90385, 90386, 90387, 90389, 90393, 90394, 90396, 90398,	Elec Clk-Elc Wk Other	06

**FY 09 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "06" - STATUS  
EFFECTIVE OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009**

<b>Dept.</b>	<b>Slot</b>	<b>Actual Position Title</b>	<b>EE Status Code</b>
<b>County Clerk</b>	90399, 90400, 90401, 90405, 90406, 90414, 90415, 90416, 90418, 90419, 90421, 90429, 90430, 90433, 90434, 90435, 90440, 90441, 90442, 90443,  90446, 90448, 90449, 90450, 90452, 90453, 90454, 90457, 90458, 90460, 90461, 90464, 90466, 90467, 90471, 90472, 90473, 90475, 90476, 90484,  90485, 90486, 90489, 90490, 90499, 90500, 90501, 90503, 90504, 90505, 90506, 90507, 90508, 90509, 90510, 90511, 90512, 90513, 90514, 90515,  90516, 90517, 90518, 90519, 90520, 90521, 90522, 90523, 90524, 90525, 90526, 90527, 90528, 90529, 90530, 90531, 90532, 90533, 90534, 90535,  90536, 90537, 90538, 90539, 90540, 90541, 90542, 90543, 90546, 90547, 90548, 90555, 90557, 90559, 90560, 90564, 90569, 90570, 90574, 90575,  90576, 90577, 90580, 90582, 90587, 90588, 90589, 90590, 90591, 90600, 90606, 90612, 90615, 90617, 90618, 90620, 90629, 90644, 90647, 90651,  90657, 90662, 90666, 90669, 90670, 90672, 90678, 90680, 90686, 90687, 90688, 90689, 90692, 90694, 90696, 90698, 90700, 90702, 90710, 90711,	Elec Clk-Elc Wk Other	06

<b>FY 09 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "06" - STATUS EFFECTIVE OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009</b>			
<b>Dept.</b>	<b>Slot</b>	<b>Actual Position Title</b>	<b>EE Status Code</b>
<b>County Clerk</b>	90712, 90717, 90718, 90719, 90721, 90722, 90724, 90725, 90726, 90727, 90729, 90730, 90731, 90734, 90735, 90739, 90742, 90745, 90748, 90749,  90751, 90753, 90754, 90756, 90759, 90761, 90763, 90775, 90779, 90787, 90789, 90790, 90792, 90801, 90803, 90805, 90810, 90812, 90813, 90814,  90818, 90819, 90821, 90822, 90824, 90827, 90828, 90829, 90830, 90832, 90838, 90842, 90845, 90850, 90851, 90852, 90857, 90860, 90866, 90873,  90882, 90883, 90884, 90887, 90893, 90894, 90896, 90900, 90902, 90905, 90915, 90917, 90922, 90923, 90931, 90932, 90935, 90940, 90942, 90943,  90946, 90948, 90949, 90952, 90954, 90966, 90971, 90976, 90987, 90988, 90997, 91002, 91006, 91009, 91016, 91018, 91020, 91021, 91022, 91024,  91031, 91032, 91036, 91042, 91043, 91045, 91053, 91059, 91062, 91063, 91067, 91077, 91078, 91079, 91093, 91103, 91104, 91107, 91115, 91133,  91160, 91163, 91165, 91169, 91170, 91174, 91176, 91177, 91180, 91183, 91185, 91190, 91193, 91198, 91200, 91201, 91202, 91206, 91208, 91210,	Elec Clk-Elc Wk Other	06

<b>FY 09 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "06" - STATUS                      EFFECTIVE OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009</b>			
<b>Dept.</b>	<b>Slot</b>	<b>Actual Position Title</b>	<b>EE Status Code</b>
<b>County Clerk</b>	91211, 91212, 91214, 91217, 91221, 91228, 91229, 91230, 91233, 91235, 91237, 91239, 91240, 91241, 91244, 91245, 91247, 91249, 91253, 91274,  91280, 91286, 91287, 91291, 91299, 91301, 91303, 91304, 91305, 91306, 91307, 91308, 91313, 91314, 91317, 91318, 91320, 91321, 91324, 91325,  91326, 91327, 91328, 91329, 91331, 91332, 91333, 91334, 91335, 91336, 91338, 91339, 91340, 91341, 91342, 91343, 91344, 91345, 91346, 91347,  91348, 91349, 91350, 91352, 91356, 91357, 91358, 91362, 91363, 91364, 91365, 91367, 91368, 91369, 91370, 91371, 91372, 91373, 91374, 91375,  91376, 91377, 91378, 91379, 91380, 91381, 91382, 91383, 91385, 91386, 91387, 91388, 91389, 91390, 91391, 91392, 91393, 91394, 91395, 91396,  91397, 91400, 91401, 91402, 91403, 91404, 91405, 91406, 91407, 91408, 91409, 91410, 91411, 91412, 91413, 91414, 91415, 91417, 91421, 91422,  91423, 91424, 91426, 91428, 91429, 91430, 91431, 91432, 91433, 91434, 91435, 91436, 91437, 91438, 91439, 91440, 91441, 91442, 91443, 91444,	Elec Clk-Elc Wk Other	06

**FY 09 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "06" - STATUS  
EFFECTIVE OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009**

Dept.	Slot	Actual Position Title	EE Status Code
County Clerk	91446, 91447, 91449, 91451, 91452, 91453, 91455, 91456, 91458, 91459, 91460, 91462, 91463, 91464, 91465, 91466, 91467, 91468, 91469, 91470,  91472, 91473, 91474, 91475, 91476, 91477, 91479, 91480, 91481, 91482, 91483, 91484, 91485, 91486, 91487, 91488, 91490, 91491, 91492, 91493,  91495, 91496, 91497, 91498, 91499, 91500, 91501, 91502, 91503, 91504, 91505, 91506, 91507, 91508, 91509, 91510, 91511, 91512, 91513, 91514,  91515, 91516, 91517, 91519, 91520, 91521, 91522, 91523, 91524, 91525, 91526, 91527, 91528, 91529, 91530, 91531, 91532, 91533, 91534, 91535,  91537, 91538, 91539, 91540, 91541, 91542, 91543, 91544, 91545, 91546, 91548, 91549, 91550, 91551, 91552, 91553, 91554, 91555, 91556, 91557,  91558, 91559, 91560, 91561, 91562, 91563, 91564, 91565, 91566, 91567, 91568, 91569, 91572, 91573, 91575, 91576, 91577, 91578, 91580, 91581,  91582, 91583, 91584, 91585, 91586, 91587, 91590, 91591, 91592, 91593, 91594, 91595, 91596, 91597, 91598, 91599, 91600, 91601, 91602, 91603,	Elec Clk-Elc Wk Other	06

<b>FY 09 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "06" - STATUS                      EFFECTIVE OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009</b>			
<b>Dept.</b>	<b>Slot</b>	<b>Actual Position Title</b>	<b>EE Status Code</b>
<b>County Clerk</b>	91604, 91605, 91606, 91607, 91608, 91609, 91611, 91612, 91613, 91614, 91615, 91616, 91617, 91618, 91619, 91620, 91621, 91622, 91623, 91624,  91625, 91626, 91627, 91628, 91629, 91630, 91631, 91633, 91634, 91635, 91636, 91637, 91638, 91639, 91640, 91641, 91642, 91643, 91644, 91645,  91646, 91647, 91648, 91649, 91650, 91651, 91652, 91654, 91655, 91656, 91657, 91658, 91659, 91660, 91662, 91663, 91664, 91665, 91666, 91667,  91668, 91669, 91670, 91671, 91672, 91673, 91674, 91675, 91677, 91678, 91679, 91680, 91683, 91684, 91685, 91686, 91687, 91688, 91689, 91691,  91693, 91695, 91696, 91697, 91698, 91699, 91700, 91701, 91702, 91703, 91704, 91705, 91706, 91707, 91708, 91709, 91710, 91711, 91712, 91713,  91714, 91715, 91716, 91717, 91718, 91719, 91720, 91721, 91722, 91724, 91725, 91726, 91727, 91728, 91729, 91730, 91731, 91732, 91733, 91734,  91735, 91736, 91737, 91738, 91740, 91741, 91742, 91743, 91744, 91745, 91746, 91747, 91748, 91749, 91750, 91751, 91752, 91753, 91754, 91755,	Elec Clk-Elc Wk Other	06

**FY 09 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "06" - STATUS EFFECTIVE OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009**

<b>Dept.</b>	<b>Slot</b>	<b>Actual Position Title</b>	<b>EE Status Code</b>
<b>County Clerk</b>	91756, 91757, 91758, 91759, 91760, 91761, 91763, 91764, 91765, 91766, 91767, 91768, 91769, 91770, 91771, 91773, 91775, 91776, 91777, 91779,  91780, 91781, 91782, 91783, 91784, 91785, 91786, 91788, 91789, 91791, 91792, 91793, 91794, 91795, 91796, 91797, 91798, 91799, 91800, 91801,  91802, 91803, 91804, 91806, 91807, 91809, 91810, 91812, 91813, 91814, 91815, 91816, 91817, 91818, 91819, 91820, 91821, 91822, 91824, 91825,  91826, 91827, 91828, 91829, 91830, 91831, 91832, 91833, 91834, 91835, 91836, 91837, 91838, 91840, 91841, 91842, 91843, 91844, 91845, 91846,  91847, 91848, 91849, 91850, 91851, 91852, 91853, 91855, 91856, 91857, 91858, 91859, 91860, 91861, 91862, 91863, 91864, 91865, 91866, 91867,  91868, 91870, 91871, 91872, 91873, 91874, 91875, 91876, 91877, 91878, 91879, 91880, 91881, 91882, 91883, 91884, 91885, 91886, 91887, 91888,  91889, 91891, 91892, 91893, 91894, 91895, 91896, 91897, 91898, 91899, 91900, 91901, 91902, 91903, 91904, 91905, 91906, 91908, 91909, 91910,	Elec Clk-Elc Wk Other	06



<b>FY 09 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "06" - STATUS EFFECTIVE OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009</b>			
<b>Dept.</b>	<b>Slot</b>	<b>Actual Position Title</b>	<b>EE Status Code</b>
<b>County Clerk</b>	91911, 91912, 91913, 91914, 91915, 91916, 91917, 91918, 91920, 91921, 91922, 91923, 91924, 91925, 91926, 91928, 91929, 91930, 91931, 91932,  91933, 91934, 91935, 91936, 91938, 91939, 91940, 91941, 91942, 91944, 91945, 91946, 91947, 91948, 91949, 91950, 91951, 91952, 91953, 91954,  91955, 91956, 91957, 91958, 91959, 91960, 91961, 91962, 91963, 91964, 91965, 91966, 91967, 91968, 91969, 91970, 91971, 91972, 91973, 91974,  91975, 91976, 91977, 91978, 91979, 91980, 91981, 91982, 91983, 91984, 91985, 91986, 91987, 91988, 91989, 91990, 91991, 91992, 91993, 91994,  91995, 91996, 91997, 91998, 91999, 92000, 92001, 92002, 92003, 92004, 92005, 92006, 92007, 92008, 92009, 92010, 92011, 92012, 92013, 92014,  92015, 92016, 92017, 92018, 92019, 92020, 92021, 92022, 92023, 92024, 92025, 92026, 92027, 92028, 92029, 92030, 92031, 92032, 92033, 92034,  92035, 92036, 92037, 92038, 92039, 92040, 92041, 92042, 92043, 92044, 92045, 92046, 92047, 92048, 92049, 92050, 92051, 92052, 92053, 92054,	Elec Clk-Elc Wk Other	06

<b>FY 09 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "06" - STATUS                      EFFECTIVE OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009</b>			
<b>Dept.</b>	<b>Slot</b>	<b>Actual Position Title</b>	<b>EE Status Code</b>
<b>County Clerk</b>	92055, 92056, 92057, 92058, 92059, 92060, 92061, 92062, 92063, 92064, 92065, 92066, 92067, 92068, 92069, 92070, 92071, 92072, 92073, 92074,  92075, 92076, 92077, 92078, 92079, 92080, 92081, 92082, 92083, 92084, 92085, 92086, 92087, 92088, 92089, 92090, 92091, 92092, 92093, 92094,  92095, 92096, 92097, 92098, 92099, 92100, 92101, 92286, 92287, 92288, 92289, 92290, 92291, 92292, 92294, 92295, 92296, 92297, 92298, 92299,  92300, 92301, 92302, 92303, 92304, 92305, 92306, 92307, 92308, 92309, 92310, 92311, 92312, 92313, 92314, 92315, 92316, 92317, 92319, 92320,  92321, 92322, 92323, 92324, 92325, 92326, 92327, 92328, 92329, 92330, 92331, 92332, 92333, 92334, 92335, 92336, 92337, 92338, 92339, 92340,  92341, 92342, 92343, 92344, 92345, 92347, 92348, 92349, 92350, 92351, 92352, 92353, 92354, 92355, 92356, 92357, 92358, 92359, 92360, 92362,  92363, 92364, 92365, 92366, 92367, 92369, 92370, 92371, 92372, 92373, 92374, 92375, 92376, 92377, 92378, 92379, 92380, 92381, 92382, 92383,	Elec Clk-Elc Wk Other	06

<b>FY 09 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "06" - STATUS                      EFFECTIVE OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009</b>			
<b>Dept.</b>	<b>Slot</b>	<b>Actual Position Title</b>	<b>EE Status Code</b>
<b>County Clerk</b>	92384, 92385, 92386, 92387, 92389, 92390, 92400, 92408, 92412, 92413, 92415, 92421, 92423, 92426, 92431, 92434, 92435, 92436, 92437, 92439,  92440, 92444, 92445, 92447, 92448, 92449, 92457, 92465, 92467, 92468, 92469, 92470, 92474, 92476, 92477, 92478, 92480, 92487, 92488, 92502,  92504, 92510, 92515, 92517, 92523, 92532, 92541, 92543, 92547, 92550, 92553, 92554, 92556, 92559, 92561, 92562, 92564, 92565, 92566, 92568,  92569, 92574, 92581, 92582, 92587, 92629, 92630, 92635, 92636, 92640, 92641, 92647, 92650, 92651, 92656, 92669, 92670, 92672, 92673, 92675,  92676, 92678, 92680, 92683, 92685, 92686, 92692, 92695, 92705, 92707, 92715, 92716, 92720, 92722, 92723, 92725, 92726, 92728, 92729, 92731,  92734, 92739, 92744, 92746, 92748, 92749, 92753, 92759, 92770, 92778, 92786, 92789, 92790, 92806, 92808, 92809, 92811, 92818, 92823, 92829,  92839, 92846, 92864, 92865, 92872, 92874, 92875, 92877, 92888, 92898, 92902, 92908, 92911, 92912, 92913, 92914, 92916, 92917, 92919, 92921,	Elec Clk-Elc Wk Other	06

**FY 09 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "06" - STATUS EFFECTIVE OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009**

Dept.	Slot	Actual Position Title	EE Status Code
County Clerk	92923, 92928, 92929, 92932, 92934, 92936, 92939, 92940, 92941, 92942, 92943, 92944, 92945, 92946, 92947, 92949, 92950, 92951, 92952, 92953, 92956, 92959, 92962, 92963, 92964, 92966, 92968, 92969, 92970, 92971, 92972, 92973, 92975, 92976, 92979, 92980, 92981, 92982, 92983, 92985, 92990, 92992, 92996, 92997, 92999, 93015, 93017, 93018, 93019, 93021, 93022, 93023, 93025, 93026, 93027, 93029, 93100, 93101, 93102, 93103, 93104, 93105, 93106, 93107, 93108, 93109, 93110, 93112, 93113, 93115, 93116, 93117, 93118, 93120, 93121, 93122, 93124, 93125, 93127, 93129, 93130, 93131, 93133, 93134, 93135, 93137, 93140, 93141, 93142, 93143, 93145, 93146, 93150, 93151, 93152, 93155, 93156, 93157, 93158, 93159, 93160, 93161, 93162, 93165, 93166, 93168, 93169, 93170, 93171, 93172, 93176, 93178, 93179, 93182, 93183, 93185, 93186, 93188, 93192, 93193, 93194, 93195, 93196, 93199, 93201, 93203, 93204, 93206, 93207, 93208, 93209, 93212, 93213, 93214, 93215, 93217, 93218, 93219, 93223, 93224,	Elec Clk-Elc Wk Other	06

**FY 09 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "06" - STATUS  
EFFECTIVE OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009**

<b>Dept.</b>	<b>Slot</b>	<b>Actual Position Title</b>	<b>EE Status Code</b>
<b>County Clerk</b>	93226, 93229, 93230, 93232, 93233, 93234, 93238, 93239, 93241, 93244, 93248, 93249, 93250, 93251, 93252, 93253, 93254, 93257, 93258, 93260,  93261, 93262, 93263, 93264, 93265, 93266, 93267, 93268, 93269, 93277, 93278, 93279, 93280, 93282, 93284, 93285, 93287, 93288, 93289, 93291,  93294, 93295, 93296, 93297, 93301, 93303, 93304, 93305, 93306, 93307, 93310, 93311, 93314, 93315, 93316, 93317, 93318, 93319, 93321, 93322,  93323, 93324, 93326, 93328, 93330, 93331, 93333, 93335, 93336, 93337, 93338, 93339, 93340, 93341, 93342, 93345, 93346, 93347, 93350, 93352,  93354, 93359, 93360, 93363, 93365, 93367, 93368, 93369, 93370, 93371, 93372, 93373, 93374, 93375, 93376, 93377, 93378, 93379, 93381, 93382,  93384, 93386, 93388, 93391, 93392, 93393, 93394, 93395, 93396, 93397, 93398, 93400, 93401, 93402, 93404, 93406, 93407, 93410, 93411, 93413,	Elec Clk-Elc Wk Other	06

<b>FY 09 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "06" - STATUS EFFECTIVE OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009</b>			
<b>Dept.</b>	<b>Slot</b>	<b>Actual Position Title</b>	<b>EE Status Code</b>
<b>County Clerk</b>	93414, 93416, 93417, 93418, 93419, 93420, 93421, 93424, 93425, 93426, 93427, 93428, 93430, 93431, 93432, 93433, 93434, 93436, 93437, 93439,  93441, 93444, 93445, 93446, 93448, 93449, 93450, 93451, 93452, 93454, 93455, 93472, 93473, 93495, 93523, 93530, 93542, 93543, 93581, 93585,  93586, 93587, 93589, 93590, 93596, 93720, 93738, 93756, 93764, 93772, 93798, 93800, 93811, 93831, 93845, 93866, 93872, 93875, 93884, 93889,  93895, 93904, 93907, 93934, 93962, 93974, 93997, 94004, 94016, 94030, 94031, 94088, 94093, 94094, 94129, 94136, 94154, 94158, 94163, 94176,  94188, 94191, 94500, 94503, 94521, 94525, 94526, 94529, 94533, 94542, 94545, 94547, 94554, 94572, 94579, 94595, 94604, 94612, 94614, 94617,	Elec Clk-Elc Wk Other	06

**THIS SECTION LEFT INTENTIONALLY BLANK.**

<b>FY 09 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "06" - STATUS EFFECTIVE OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009</b>			
<b>Dept.</b>	<b>Slot</b>	<b>Actual Position Title</b>	<b>EE Status Code</b>
<b>County Clerk</b>	94624, 94626, 94640, 94645, 94654, 94662, 94693, 94695, 94701, 94703, 94709, 94710, 94711, 94712, 94779	Elec Clk-Elc Wk Other	06

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

\_\_\_\_\_  
**Samuel T. Biscoe, County Judge**

\_\_\_\_\_  
**Ron Davis, Commissioner, Pct. 1**

\_\_\_\_\_  
**Sarah Eckhardt, Commissioner, Pct. 2**

\_\_\_\_\_  
**Gerald Daugherty, Commissioner, Pct. 3**

\_\_\_\_\_  
**Margaret Gomez, Commissioner, Pct. 4**

# Travis County Commissioners Court Agenda Request

# 52 ✓

Voting Session: September 30, 2008  
(Date)

Work Session \_\_\_\_\_  
(Date)

## I. Request

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

B. Requested text:

a) Review and approve tuition refunds for employees who have completed classes in accordance with Tuition Reimbursement Policy §10.021

b) Approve request and authorize the County Auditor and Treasurer's Office to reimburse employees as listed.

C. Approved by: \_\_\_\_\_  
Signature of Commissioner or County Judge

## II. Additional Information

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

B. List all of the agencies or official names and telephone numbers that might be affected or be involved with the request. Send a copy of request and backup to each party listed.

## 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)
- County Treasurer's Office (854-9365)

08 SEP 23 AM 10:55

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COUNTY CLERK'S OFFICE





updated 9/23/08 at 10:50 am

## Human Resources Management Department

1010 Lavaca, 2<sup>nd</sup> Floor

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX (512) 854-4203

### BACKUP MEMORANDUM

DATE: September 19, 2008  
TO: Members of the Commissioners Court  
VIA: Alicia Perez, Executive Manager of Administrative Operations  
FROM: Linda Moore Smith, Director, Human Resources Management Dept.  
SUBJECT: Tuition Refund Program Reimbursements

#### Proposed Motion:

- a) Review and approve tuition refunds for employees who have completed classes in accordance with the Tuition Reimbursement Policy §10.021.
- b) Approve request and authorize the County Auditor and Treasurer's Office to reimburse employees as listed.

#### Summary and Staff Recommendation:

A total of fifty-eight (58) requests for Summer 2008 semester are listed on the attached spreadsheet. HRMD recommends approval.

The Tuition Refund Program is an employee benefit approved by the Commissioners Court. The Human Resources Management Department has confirmed that employees listed have met the established criteria for reimbursement. Each employee's file consists of:

- the tuition reimbursement form
- a course description
- fee receipt
- official grade

#### Budgetary and Fiscal Impact:

A total of \$42,440.00 was budgeted in line item 001-1130-522.6402 for Fiscal Year 2008 Tuition Reimbursement. The total refund amount requested for your approval is \$16,361.60.

SU 2008 req

Semester Code	Last Name	First Name	Dept.	Job Title	Vendor #	1st Course	2nd Course	Amt to Refund
1	2830-001 Alexander	Ebony	Dist Clk	Court Clerk I	71854	Business Law		300.00
2	2830-002 Andrews	Janelle	Sher	Corrections Ofcr	new	Spanish II		300.00
3	2830-003 Blanton	Wesley	Crim Cts	Counselor	68861	Intro to Financial Advising	Intro to Speech Communication	259.20
4	2830-004 Bolden	Yvonne	Tax	Title Specialist	67238	Intro to Philosophy		129.60
5	2830-005 Bruton	Krystal G.	PBO	Sr. Fin Analyst	70241	Managerial Finance		300.00
6	2830-006 Busano	Bernard	Sher	Corrections Ofcr	71857	HR Management	Intro to Information Systems	300.00
7	2830-007 Churchill	Christina	Sher	Sr. Cert Peace Ofcr	51342	Criminal Evidence & Legal Issues		300.00
8	2830-008 Clark	Cynthia	DA	Investigator II	65684	Criminal Procedure & the Supreme Court		300.00
9	2830-009 Coleman	Sharon	Const I	Court Clerk	67681	Forensic Science & Psychological Profiling		300.00
10	2830-010 Davis	Gwendolyn	Const I	Office Manager	65309	Race & Ethic Relations		300.00
11	2830-011 Dial	Robert	TNR	Engineering Specialist	new	Construction Planning & Mgt	Computer Aided Design in CE	300.00
12	2830-012 Doyle	Stephanie	CJP	Social Worker	70020	Mental Health Law		300.00
13	2830-013 Duval	Karen	Co Atty	Legal Secretary	68369	Interpersonal Communications in the CJ System	Organizational Theory & Behavior	300.00
14	2830-014 Ede	Jonathan	Sher	Corrections Ofcr	66009	Peace Officer Skills		238.00
15	2830-015 Eichelberger	Lisa	Juv Prob	Business Analyst	65047/66263	Administration of Info Systems in Orgs		300.00
16	2830-016 Franco	Maria	CSCD	Office Specialist	67682	Intro to Human Services	Communications Skills for the Human Services Professional	300.00
17	2830-017 Fries	Jennifer	Dist Clk	Court Clerk	new	Skills for the Professional-Critical Thinking, Research		300.00
18	2830-018 Godfrey	Yolanda C.	Juv Prob	Enforcement Ofcr	53243	Intro to Philosophy		300.00
19	2830-019 Hemphill	Joelene	Auditor	Assoc Auditor	69389	Financial Statement Analysis	Tax Research	259.20
20	2830-020 Hernandez	John	Juv Prob	Probation Ofcr	68371	TX Peace Ofcr Skills		246.00
21	2830-021 Hon	Joseph	Com 2	Exec Assistant	new	Precalculus		172.80
22	2830-022 Jennings	Andrea	Sher	911 Telecomm	new	Computer & Internet Literacy		300.00
23	2830-023 Krantz	Jennifer Green	Tax	Tax Compliance Ofcr	71235	Principles of Microeconomics		300.00
24	2830-024 Kry	Makara	Sher	Sr. Deputy Sheriff	new	Institutional & Community Corrections		300.00

SU 2008 req

Semester Code	Last Name	First Name	Dept.	Job Title	Vendor #	1st Course	2nd Course	Amt to Refund
25	2830-025	LeBlanc	Auditor	Assoc Auditor	66266	Business Ethics	Federal Income Tax for	267.20
26	2830-026	Lee	JP2	Court Clerk	new	Intro to Criminal Justice	Partnerships & Corps	300.00
27	2830-027	Leonhart	CSCD	Probation Ofcr	57245/	Seminar in Community	Technical Writing	
					69974	Corrections		300.00
28	2830-028	McBride	Sher	Corrections Ofcr	69391	Human Rights in World Politics		300.00
29	2830-029	McCroory	Dist Clk	Legal Secretary	new	Intro to Paralegal Studies		300.00
30	2830-030	McElroy				Advanced Practice with		
31	2830-031	Manor	Dist Clk	Mgr. Civil Lit	35493	Individuals		300.00
32	2830-032	Martinez	Crim Cts	Judicial Aide	66267	Managerial Problem Solving		300.00
33	2830-033	Medina	Sher	Cert Peace Ofcr	67242	Human Tradition		216.80
34	2830-034	Middleton	Pretrial	Pretrial Officer	57688	Nursing Skills		136.40
35	2830-035	Mihalik	Juv Prob	JPO Assistant	71023	Organizational Assessment		300.00
36	2830-036	Newton	Sher	Deputy Const	70901	Administrative Law in CJ	Mgt Principles in CJ	300.00
37	2830-037	Ochoa	Sher	Corrections Ofcr	69394	Juvenile Justice Procedures	Personal Computing	268.80
38	2830-038	Parilla	Juv Prob	Juv Probation Ofcr	68934	Public Mgt & Ethics	Intro to Public Policy	300.00
			JP2	Accountant Assoc	62065	Federal Income Taxation II		300.00
39	2830-039	Parsons				Clinical Assessment &	Theories in Group	
40	2830-040	Radtke-Pace	HHS	Caseworker	65429	Differential Diagnosis	Psychotherapy	300.00
41	2830-041	Ramirez	Juv Prob	P.O. Asst	61145	Contemporary Communication		300.00
			CSCD	Probation Ofcr	65491	Assessment Techniques		300.00
42	2830-042	Ramsey	Sher	Senior Deputy	59098	Strategic Mgt & Business Policy		300.00
43	2830-043	Reynolds	Sher	Corrections Ofcr	70905	Basic Peace Officer III		300.00
44	2830-044	Rio	PBO	Asst Budget Mgr	53241	Auditing		300.00
45	2830-045	Riojas	CSCD	Probation Ofcr II	37211	Org & Operations Mgt	Financial Management	300.00
46	2830-046	Roe	Sher	Corrections Ofcr	71869	TX Peace Officer Skills		238.00
47	2830-047	Sanchez	Dist Clk	Court Clerk Asst	new	Research Writing	Foundations of the CJ System	300.00
48	2830-048	Scott	Sher	Corrections Ofcr	70906	Basic Peace Officer II		300.00
					70907/			
49	2830-049	Shepard	Juv Prob	Res Treat Ofcr	56205	Corrections Management	Minority Group Relations	300.00
					54663/			
50	2830-050	Small	HHS	Admin Asst	64461	Intro to Accounting I		129.60
51	2830-051	Teague	Sher	Sr. Sec Coord	70911	College Algebra		300.00

SU 2008 req

Semester Code	Last Name	First Name	Dept.	Job Title	Vendor #	1st Course	2nd Course	Amt to Refund
52	Valdez	Cynthia	Tax	Compliance Ofcr	new 57535/	Legal/Social Environment of Business	Business Communication	300.00
53	Villarreal	Sonya	Sher	Victim Counselor	70915	Ethics & Administration of Justice	Sociology	300.00
54	Whitehead	Richard	Sher	Lieutenant	53245	Problems in Govt & Politics	Health & Wellness	300.00
55	Wilson	James P.	Juv Prob	Shift Supv	68375	Problems in Public Law	Administrative Law in CJ	300.00
		<i>Carry-overs</i>						
56	Andrews	Janelle	Sher	Corrections Ofcr	new	Spanish I		300.00
57	Ramirez	Juan	CSCD	Probation Ofcr	65491	Intro Sys Counseling Theories	Drug Therapy and Abuse	300.00
58	Teague	Dawn	Sher	Security Coord	70911	Social Statistics for Crim Just		300.00
							<b>Amount to Pay</b>	<b>\$16,361.60</b>

**Travis County Commissioners Court Agenda Request**

Voting Session September <sup>30</sup> 25, 2008  
(Date)

Work Session \_\_\_\_\_  
(Date)

**I. Request**

A. Request made by:

Alicia Perez, Executive Manager, Administrative Operations Phone # 854-9343  
Signature of Elected Official/Appointed Official/Executive Manager/ County Attorney

B. Requested text:

In accordance with the Travis County Policies, Procedures and Regulations Manual, Sections 10.043 Holidays and 10.044 Personal Holidays, respectively, discuss and approve Holidays effective October 1, 2008 through December 31, 2009.

C. Approved by: \_\_\_\_\_  
Signature of Commissioner or County Judge

**II. Additional Information**

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

B. List all of the agencies or official names and telephone numbers that might be affected or be involved with the request. Send a copy of request and backup to each party listed.

**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 Office (854-9415)**

\_\_\_\_\_ **County Auditor Office (854- 9125)**

RECEIVED  
COUNTY CLERK'S OFFICE  
08 SEP 22 AM 11:37



# Human Resources Management Department


1010 Lavaca Street, 2<sup>nd</sup> Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4827

## Backup Memorandum

Date: September 15, 2008

To: Members of the Commissioners Court

From: Alicia Perez, Executive Manager, Administrative Operations

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

Subject: Holidays for October 1, 2008 through December 31, 2009

### Proposed Motion:

In accordance with the Travis County Policies, Procedures and Regulations Manual, Sections 10.043 Holidays and 10.044 Personal Holidays, respectively, discuss and approve Holidays effective October 1, 2008 through December 31, 2009.

### Summary:

The Commissioners Court updates the Travis County holiday schedule during the budget process for each new fiscal year and the remainder of each calendar year. Such action is in accordance with Travis County Policies, Procedures and Regulations Manual, Sections 10.043 and 10.044.

### Background:

It has been the tradition of Travis County to offer employees at least, eleven (11) designated paid holidays and three (3) personal holidays in accordance with Travis County Policies, Procedures and Regulations Manual.

Historically, a survey of five (5) employers revealed the number of paid holidays as indicated—

Employer	# of Paid Holidays
State of Texas	11-12
City of Austin	11-12
Dallas	10-11
Bexar	11-12
Tarrant	11-12

Designated holidays that fall on a Saturday or Sunday have been scheduled for observance on a Friday or Monday.

**Staff Recommendation:**

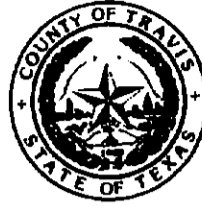
Upon approval, HRMD will distribute the holiday schedule to all employees via the personnel liaisons of Elected/Appointed Officials and Department Heads. See next page for the proposed holiday schedule for the period October 1, 2008 through December 31, 2009.

**Budgetary and Fiscal Impact:**

There is no budgetary or fiscal impact.

Attachment

# TRAVIS COUNTY HOLIDAYS



October 1, 2008 through December 31, 2009

Holiday	Month, Day, Year	Day of the Week
Veteran's Day	November 11, 2008	Tuesday
Thanksgiving	November 27 & 28, 2008	Thursday & Friday
Christmas	December 25 & 26, 2008	Thursday & Friday
New Year's Day	January 1, 2009	Thursday
Martin Luther King, Jr. Day	January 19, 2009	Monday
Presidents' Day	February 16, 2009	Monday
Memorial Day	May 25, 2009	Monday
Independence Day Observed	July 3, 2009	Friday
Labor Day	September 7, 2009	Monday

### Additional holidays for the remainder of Calendar Year 2009

Veteran's Day	November 11, 2009	Wednesday
Thanksgiving Day	November 26 & 27, 2009	Thursday & Friday
Christmas Day	December 24 & 25, 2009	Thursday & Friday

*In addition to the eleven (11) paid designated holidays, eligible employees receive up to three (3) paid personal holidays in accordance with Travis County Policies, Procedures and Regulations Manual, Section 10.044, Personal Holidays.*



**AGENDA REQUEST**

I. Please consider the following item for:

Work Session \_\_\_\_\_ Executive Session \_\_\_\_\_ Voting Session 9/30/08

A. Request made by: Alicia Perez, Executive Manager Phone No. 854-9343

B. Requested Text: APPROVE AMENDMENT OF CHAPTER 32, SUBCHAPTER C, SECTION 32.002 (g) TRAVIS COUNTY CODE RELATED TO DEFINITION OF DOING BUSINESS

C. Approved by: \_\_\_\_\_  
Signature of Commissioner or Judge

II. A. Is backup material attached: YES X NO

\*Any backup material to be presented to the court must be submitted with this Agenda Request (Original & Eight copies).

B. Have the agencies affected by this request been invited to attend the Work Session?  
YES X NO \_\_\_\_\_ Please list those contacted and their phone numbers:

Barbara Wilson, Assistant County Attorney 854-9567

III. PERSONNEL

\_\_\_\_\_ A Change in your department's personnel. (reclass, etc.)

IV. BUDGET REQUEST:

If your request involves any of the following please check:

- \_\_\_\_\_ Additional funding for your department
- \_\_\_\_\_ Transfer of funds within your department budget
- \_\_\_\_\_ A change in your department's personnel

The County Personnel (854-9165) and/or Budget and Research Office (854-9171) must be notified prior to submission of this agenda request.

**AGENDA REQUEST DEADLINES**

All Agenda Requests and supporting materials must be submitted to the County Judge's Office in writing by 5:00 p.m. on Tuesdays for the next week's meeting.

Alicia Perez  
Executive Manager  
512-854-9343



314 W. 11<sup>th</sup> Street, Room 535  
Austin, Texas 78701  
fax # 512-854-9542

## Administrative Operations

---

### MEMORANDUM

**To:** Commissioners Court  
**From:** Alicia Perez, Executive Manager, Administrative Operations  
**Date:** September 24, 2008

**PROPOSED MOTION:** CONSIDER AND TAKE APPROPRIATE ACTION ON AMENDMENT OF CHAPTER 32, SUBCHAPTER C, SECTION 32.002 (G) TRAVIS COUNTY CODE RELATED TO DEFINITION OF "DOING BUSINESS."

The stated purposes of the Travis County Ethics Policy include the following:

- (1) To increase public confidence that the resources of their government are **not used for unwarranted direct or indirect enrichment of governmental decision-makers or their close advisors;**
- (2) To eliminate, or at least **diminish, any incentive for a private interest to conduct private financial transactions with governmental decision-makers or their close advisors to secure a special advantage in competition for governmental contracts for services and goods;** and

The definition of "is doing business" and "has done business" in the Ethics Policy was drafted to exclude two types of transactions that would not offend these purposes. One of these exclusions is a transaction that is too small (less than \$250 in the aggregate in a year) to provide a significant benefit to the person receiving it. The other exclusion is any transaction that would be available to the general public and based on a "posted, published or marked price". When these exclusions were written, they seem to have contemplated the purchase of tangible goods and the type of services that could be procured through a bid process. In this circumstance, the definition performs the intended purpose of the policy well.

However, there are several other common circumstances that are just as unlikely to offend the purposes of the policy that are not allowed by these exclusions. For example, the purchase of financial services and insurance cannot fit within the current wording of these exclusions.

The first proposed revision of the definition would create the same type of exclusion as the “posted, published or marked price” for transactions involving products like insurance and other intangible financial services. In these cases, the price is determined by the unique circumstances of each purchaser and based on applying the same criteria to determine the price for all purchasers. For example, if a person wants to buy health or life insurance, the carrier would consider factors like their age and whether they smoked or had high blood pressure or diabetes. If two people have exactly the same risk factors, the premium charged would be the same. If one smoked, had high blood pressure and diabetes and the other had none of these risk factors, the premium for the second one would be lower to reflect the lower risk. Yet the price for both would be determined using the same “formula” so to speak.

The second proposed revision addresses the issue raised when the County contracts with very large, national or multinational contractors who have such a large number of employees, representatives or agents that it is more likely that the majority of them would not even know about the existence of a commercial relationship with Travis County when attempting to sell products for one of the decision makers in their personal capacity. In this circumstance, the salesperson would not have the intent to secure a special advantage in competition for governmental contracts for services and goods because there is no knowledge of these contracts.

The attached proposed definition would allow exclusions to address these two circumstances that are not inconsistent with the purposes of the policy.

(g) "Is doing business" and "has done business" means:

(1) paying or receiving any money or other valuable thing in exchange for personal services or for purchase or use of any property or property interest, either real or personal, either legal or equitable; or

(2) loaning or receiving a loan of money, services, or goods or otherwise creating or having in existence any legal obligation or debt.

(3) in section 32.002 (g), "doing business" or "having done business" shall not include

(A) any payment, receipt, loan, or receipt of a loan which is not more than \$250 per calendar year in the aggregate, or

(B) any retail transaction for goods or services sold to a key contracting person at a posted, published, or marked price available to the general public, or

(C) any financial services product sold to a key contracting person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks objectively determined by the provider in the ordinary course of its business; or

(D) a transaction for a financial service or insurance coverage made on behalf of national or multinational corporation by an agent, employee or other corporate representative who does not know and is not in position that he or she should have known about the contract with County.

**ORDER OF THE TRAVIS COUNTY COMMISSIONERS COURT  
TO AMEND TRAVIS COUNTY CODE  
CHAPTER 32, COMMERCIAL TRANSACTIONS WITH THE COUNTY  
SUBCHAPTER A. TRAVIS COUNTY ETHICS POLICY**

**RECITALS**

Sections 1.0051 and 1.0052 of the Travis County Code provide for the amendment of the Code.

**ORDER**

The Commissioners Court of Travis County, Texas hereby orders that Section 32.002 (g) of the Travis County Code is deleted, and replaced by the Section 32.002 (g) attached to this order.

Date of Order: \_\_\_\_\_

**TRAVIS COUNTY COMMISSIONERS COURT**

\_\_\_\_\_  
Samuel T. Biscoe, County Judge

\_\_\_\_\_  
Ron Davis  
Commissioner, Precinct 1

\_\_\_\_\_  
Sarah Eckhardt  
Commissioner, Precinct 2

\_\_\_\_\_  
Gerald Daugherty  
Commissioner, Precinct 3

\_\_\_\_\_  
Margaret Gómez  
Commissioner, Precinct 4

55 ✓

# TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: September 30, 2008

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

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING  
CHANGES TO THE EXPOSITION CENTER RATE SCHEDULE.

C. Approved by: \_\_\_\_\_  
Signature of Commissioner or Judge

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

Roger A. El Khoury, M.S., P.E., Director, Facilities Management Department (4-4579)  
Michael Norton, Exposition Center Director, Facilities Management Department (4-4900)

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

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**FACILITIES MANAGEMENT DEPARTMENT**

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

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

**MEMORANDUM**

**TO:** The Commissioners Court

**VIA:** Alicia Perez, Executive Manager Administrative Operations

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

**DATE:** September 23, 2008

**SUBJECT:** Exposition Center – Revised Rate Schedule

**Proposed Motion:**

Consider and take appropriate action regarding changes to the Exposition Center rate schedule.

**Summary and Staff Recommendation:**

Facilities Management Department (FMD) recommends approval of the following changes to the rate schedule for facility and equipment rentals for events held at the Exposition Center.

<u>Item</u>	<u>Proposed Rate</u>	<u>Current Rate</u>
Skyline Club Rental (8 hours)	\$1,200.00	\$950.00
Table Rental per day	\$6.00	\$3.00
Chair Rental per day	\$1.50	\$0.50

**Background:**

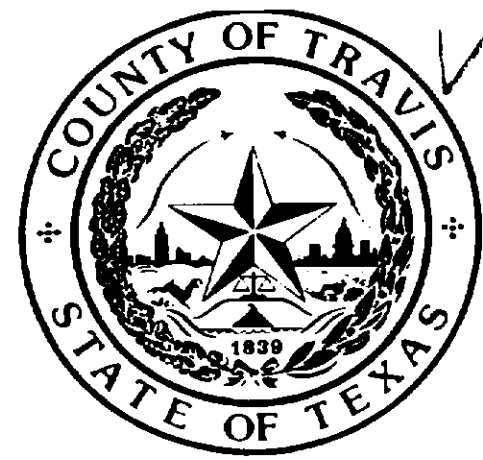
The proposed rates are required to improve the revenues for the Exposition Center. The rate for the Skyline Club is below market for comparable venues. The current rental rates for tables and chairs are below market and don't cover the labor costs associated with setup, breakdown and cleaning of the tables and chairs. The proposed rates for rental of table and chairs are competitive with what an outside vendor would charge. The proposed rental rates for tables and chairs would not apply for rental of the Skyline Club, as tables and chairs are included in the Skyline Club rental fee. Therefore, FMD recommends approval of the proposed rates for the rental of Skyline Club, tables, and chairs effective October 1, 2008.

**Budgetary and Fiscal Impact:**

Proposed rate changes are anticipated to result in improved revenues for Exposition Center.

# TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

# # 56



**VOTING SESSION:** September 30, 2008

I. **REQUEST MADE BY:** Roger Jefferies, Executive Manager, Justice and Public Safety

**REQUESTED TOPIC:**  
EFFICIENCY COMMITTEE REQUEST – FORM WORK GROUP TO RECOMMEND  
EFFICIENCIES IN JAIL REDUCTION DOCKET UTILIZING VIDEO  
TELECONFERENCING AND OTHER STRATEGIES

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 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
  - David Crain, County Court at Law Judge
  - David Escamilla, County Attorney
  - Dr. Geraldine Nagy, CSCD
  - Irma Guerrero, Pretrial Services
  - Debra Hale, CCA
  - Dana DeBeauvoir, County Clerk
  - Neomia Bailey, County Clerk
  - Kimberly Pierce, Criminal Justice Planning

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**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



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

**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

**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  
Rodney Rhoades, Executive Manager, Planning and Budget Office  
Darren Long, Major, TSCO Corrections Bureau

**Date:** September 23, 2008

**SUBJECT: Efficiency Committee Request – Form Work Group to Recommend  
Efficiencies in Jail Reduction Docket Utilizing Video Conferencing and  
Other Strategies**

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The Travis County Efficiency Committee is respectfully requesting that the Commissioners Court direct an interagency work group to review and make recommendations on options to improve efficiencies in the Jail Reduction Docket (JRD) process utilizing video conferencing and/or an available court room at the Travis County Correctional Complex. The JRD is currently held at the Blackwell-Thurman Criminal Justice Complex (CJC) in downtown Austin and provides a quick turnaround for newly arrested inmates with pending misdemeanor charges only. Inmates who are assigned to the JRD are incarcerated at the Travis County Correctional Complex (TCCC) in Del Valle, Texas, which is located approximately thirteen (13) miles from downtown Austin.

The recommendations would be developed by this group with the goals of:

- Reducing transportation costs associated with JRD;
- Reducing personnel costs associated with JRD;
- Increasing staff productivity;
- Reducing the average length of stay (ALOS) for inmates involved with JRD;
- Increasing security for inmates, staff, and the community by reducing inmate transports;
- Reducing the burden on the court system.

The recommendations would outline various alternatives for streamlining the current jail call process which could be used to achieve these goals.

### **History of the Jail Reduction Docket**

The JRD was first established as a pilot project in 2003 as a response by the County Court at Law judges to assist with jail population reduction efforts. The strategy specifically focused on reducing average lengths of stay in the county jail, decreasing transportation costs to TCSO, and establishing predictable jail call practices. The previous jail call system involved a large, joint jail call, followed by each judge holding his or her own jail call in individual courtrooms. Under the previous system, disposition rates were lower, more cases were reset, and more jail bed days consumed. It was adopted as a permanent process at the end of the pilot phase and has been a key component of the county's overall strategy to manage the consumption of jail bed days.

### **Current Process**

Upon a defendant's arrest and booking, Pretrial Services has 24 hours to interview a defendant to primarily assess for bonding eligibility and indigence. All results and scores from these interviews are electronically uploaded by Pretrial Services upon completion. Each business day at 7:00 AM., Criminal Courts Administration (CCA) downloads this information and within one business day sets eligible cases on the JRD. These cases are also reviewed by the Jail Reduction Docket Chief within the County Attorney's Office and her staff prior to jail call. Cases are typically heard at jail call within 48-72 business hours of arrest. Currently, inmates are transported via bus from TCCC to the CJC for jail call. Pleas are then offered to defendants in the courtroom and are negotiated, accepted, or declined by defense attorneys who are either appointed by CCA or retained by the defendant prior to JRD.

In fiscal year 2007, 8,622 inmates were set on the Jail Reduction Docket and 73% of these inmates' cases were disposed of at JRD according to statistics provided by the County Attorney's Office. The average amount of time between the date of first setting on the JRD and the date of disposition was one day (or less) in FY 2007. The JRD has proven to be an efficient use of the court's time in resolving misdemeanor-only cases and an effective jail overcrowding management tool.

### **Possible Scenarios to Achieve Goals**

The Efficiency Committee has discussed ways to achieve greater efficiencies through the JRD and possibly other types of dockets as well. The interagency collaboration would look at the cost/benefit of the following possible scenarios in JRD to achieve the goals aforementioned in this memorandum:

- **Scenario #1:** Inmates remain at TCCC for the processing of their case. Defense attorneys travel to TCCC to represent their clients for JRD. The judge/magistrate, clerical staff, the Chief of the Jail Reduction Docket, and attorneys from the County Attorney's office would remain at the CJC and court proceedings will occur via video teleconferencing.

- **Scenario #2:** Inmates remain at TCCC while all other parties (the judge/magistrate, clerical staff, defense attorneys, the Chief of the Jail Reduction Docket, and attorneys from the County Attorney's office) remain at the CJC and court proceedings will occur via video teleconferencing.
- **Scenario #3:** The Jail Reduction Docket is moved to TCCC. A magistrate would fulfill judicial responsibilities at TCCC. All parties (inmates, the magistrate, clerical staff, defense attorneys, the Chief of the Jail Reduction Docket, and attorneys from the County Attorney's office) participate in jail call there. The Travis County Commissioners Court must designate TCCC/Del Valle as an auxiliary courtroom.
- **Scenario #4:** The Jail Reduction Docket is split between TCCC and the CJC. A magistrate would fulfill judicial responsibilities at TCCC. Inmates, the magistrate, and defense attorneys participate in jail call from TCCC while the Chief of the Jail Reduction Docket, attorneys from the County Attorney's office, and clerical staff remain at the CJC. Court proceedings will occur via video teleconferencing and the Travis County Commissioners Court designates TCCC/Del Valle as an auxiliary courtroom.

## Stakeholders

To develop recommendations on changes in the processes around JRD, the following stakeholders would need to be involved in the work group:

**Travis County Sheriff's Office (TCSO):** TCSO is responsible for housing, supervising, and transporting inmates set on the JRD.

**Judiciary:** The expertise and support of the judges is necessary to ensure this proposal meets all statutory requirements. Judges are responsible for managing and overseeing the courtroom during JRD and accepting pleas from inmates.

**County Attorney's Office:** The Chief of the Jail Reduction Docket and assistant County Attorneys represent the State's interests and prosecute inmates set on the JRD.

**Defense Attorneys:** Whether appointed or hired, defense attorneys represent the best interests of clients with cases set on the JRD.

**Pretrial Services:** Pretrial Services is responsible for initially interviewing inmates for bond eligibility and indigence determination and making appropriate release recommendations to the court.

**CSCD:** CSCD or Probation must be present for JRD to process those offenders who are given a probation sentence.

**Criminal Courts Administration (CCA):** CCA sets cases on the Jail Reduction Docket.

**The County Clerk:** The County Clerk is the record keeper for the court. Clerks are present during JRD to ensure all court events are documented.

**Planning and Budget Office (PBO):** PBO is responsible for the county's budget and will review any budgetary changes resulting from this proposal.

**Criminal Justice Planning (CJP):** CJP provides program support, collects and analyzes data, and functions as an impartial liaison in the facilitation and development of a new initiative, including JRD. CJP and PBO will collaborate on conducting a cost benefit analysis of the JRD and its proposed changes.

## **Next Steps**

As a next step, the Efficiency Committee is **requesting** that the Travis County's Commissioners Court approve the creation of a work group with the above stakeholders who will be tasked with the following:

- **Develop a cost-benefit analysis reflecting the utilization of video-conferencing and possible use of the court room at TCCC for JRD;**
- **Develop and propose a viable operating plan for the best scenario, if warranted;**
- **Study and determine the technological needs presented within this proposal related to the use of video conferencing.**

Forwarded for your review and consideration.

c: **Greg Hamilton, Travis County Sheriff**  
**David Escamilla, County Attorney**  
**Judge David Crain, County Court at Law 3**  
**Judge Mike Denton, County Court at Law 4**  
**Judge Nancy Hohengarten, County Court at Law 5**  
**Judge Jan Breland, County Court at Law 6**  
**Judge Elisabeth Earle, County Court at Law 7**  
**Dana DeBeauvoir, County Clerk**  
**Debra Hale, CCA**  
**Dr. Geraldine Nagy, CSCD**  
**Irma Guerrero, Pretrial Services**  
**Neomia Bailey, County Clerk**  
**Kimberly Pierce, Criminal Justice Planning**

# Travis County Commissioners' Court Agenda Request

Meeting Date: September 30, 2008

I. A. Requestor: NELDA SPEARS Phone # 854-9743

B. Specific Agenda Wording:

**CONSIDER AND TAKE APPROPRIATE ACTION FOR PRINT SHOP TO PROCESS APPROXIMATELY 335,000 INSERTS FOR 2008 TAXPAYER NEWSLETTERS**

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 CLERK'S OFFICE

**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.

## Q & A HOW TO SAVE ON PROPERTY TAXES

Topic: Exemptions equal lower taxes

Q1: Who can get a homestead exemption?  
A1: If you own and live in the home on January 1 of the tax year you qualify to apply.

Q2: How can I confirm my exemption?  
A2: Confirm by checking box #6 on your tax bill for the letter 'H'. If you are a senior or disabled taxpayer, it will show "S" or "D".

Q3: How do I apply for an exemption?  
A3: Contact us if you need a form or download it at [www.traviscountytax.org](http://www.traviscountytax.org)

Q4: Where do I file the exemption?  
A4 File exemptions at the Travis Central Appraisal District [www.traviscad.org](http://www.traviscad.org)

Q5: Is there a charge to file?  
A5: No, there is no charge to file. Beware of letters from private concerns offering to file the application for a fee.

## Q & A PAYMENT DUE DATE

Topic: payment deadline

Q1: When are taxes due?  
A1: January 31 is the usual deadline, however, in 2009, that day falls on a Saturday. By law, the due date is automatically extended to February 2, 2009. If the postmark on the envelope shows February 2 or earlier, the payment will be considered timely regardless of the date received.

## Q & A SENIOR & DISABLED PROPERTY OWNERS

Topics: More exemptions, quarterly payment plan, tax deferral

Q1: What is the over-65 / disabled exemption ?

A1: Just like the residence homestead exemption, it lowers the tax amount due and can only be applied where you live. Check box # 6 on your tax bill for either letter S or D to confirm this exemption.

Q2: When can I apply for an over-65 exemption?

A2: Apply as soon as you reach age 65.

Q3: I am disabled. How do I apply?

A3: The disability exemption is based on federal guidelines. Contact Travis Central Appraisal District for details.

Q4: What payment options are available?

A4: Seniors and disabled persons may pay taxes in 4 equal installments due at the end of January, March, May and July. To enroll, send a Letter of Intent with 1/4 payment by February 2, 2009. Call us for details or download the Letter of Intent at [www.traviscountytax.org](http://www.traviscountytax.org). Select "Payment Options" from the Property menu.

Q5: Is there an option to defer taxes?

A5: Yes, seniors and disabled taxpayers may defer taxes to be paid at a future date, at a reduced penalty rate of 8% per year, as compared to 24% per year. Contact the tax office for details.

## Q & A HOW TO MAKE A TAX PAYMENT

Topics: Payment by mail, by telephone, online, in person and drop box

Q1: How do I send a payment by mail?

A1: Tear off the bottom portion of the tax bill, the payment coupon, and mail it in the green envelope with your check, cashier's check or money order. Do not mail cash or credit card information.

Q2: How do I pay by telephone?

A2: Call (512) 854 9473 from 7:30 am to 5:30 pm weekdays with your credit card. See additional credit card details below.

Q3: How do I make a payment online?

A3: Access [www.traviscountytax.org](http://www.traviscountytax.org) and select "Pay Taxes" from the Property menu. Follow the prompts to access your account.. Use a credit card or electronic check. See details below.

Q4: How do I make a payment in person?

A4: Visit any of the 5 tax office locations listed on the front of this brochure. Cash payment can only be made in person.

Q5: Is there a drop box for payments?

A5: Yes, deposit a personal or cashier's check, or money order ONLY in the red drop boxes at 5501 Airport Boulevard.

Q6: What credit cards can I use?

A6: Pay with American Express, VISA, MasterCard and Discover . There is a 3% convenience fee collected by the vendor. The maximum charge for e-check is \$40.

## Q & A WHAT TO DO IF YOU CANNOT PAY TAXES

Topics: payment plan, penalties

Q1: What should I do if I can't pay taxes?

A1: Pay as much as possible before 2/2/09 and contact the tax office for a payment plan.

Q2: What do I need for a payment plan?

A2: You will need the property account number, the name and daytime telephone number of the person making payments and a proposed schedule of payment. Send by mail, email or call us.

Q3: What is the penalty for late payment?

A3: On February 3, 2009, 6% penalty and 1% interest accrue on the unpaid balance. Penalty and interest increase each month and total 18% in July, 24% after one year.

Q4: What happens if taxes remain unpaid?

A4: Owners of unpaid accounts receive delinquent tax notices. In failing to pay taxes, owners risk costly lawsuits and foreclosure.

## TRAVIS COUNTY TAX OFFICE

➤ **PROPERTY TAX**

➤ **VOTER REGISTRATION**

➤ **VEHICLE REGISTRATION**

➤ **VEHICLE TITLE TRANSFER**

**If you cannot pay taxes in full, pay as much as possible by 2/2/09 and contact us for a payment arrangement.**

## Q & A HOW TO SAVE FOR NEXT YEAR'S TAXES

Topic: prepayment of property taxes

Q1: I just paid off my mortgage and would like to save for next year's tax payment. Does the tax office escrow for next year?

A1: Yes, we will draft from a savings or checking account once monthly to help you save for next year's taxes. See details online at [www.traviscountytax.org](http://www.traviscountytax.org). Select Payment Options in the Property menu. Or, call us.

## Q & A HOUSE BILL 1010

Topic: appraisal and collections

Q1: How does HB 1010 affect my property?

A1: HB 1010 states that all property must be appraised by the appraisal district located in the same county. In the past, many taxing units that crossed county lines could opt for appraisal by a neighboring county. In conjunction with HB 1010 and to improve taxpayer service, Williamson and Travis Counties have agreed to collect taxes for all properties within the borders of their respective counties.

## 2008 / 2009

### TRAVIS COUNTY TAXPAYER NEWS

#### CONTACT US:

- Online at [www.traviscountytax.org](http://www.traviscountytax.org)
- By telephone at (512) 854 9473
- In person Monday – Friday at the following locations:
  - 7:30 am – 5:30 pm **CENTRAL** at 5501 Airport Blvd., 78751 between 53 ½ & Koenig Drive thru service
  - 8 am – 5 pm **EAST** at 4705 Heflin Ln., near Springdale & MLK Drive thru service
  - 8 am – 5 pm **NORTH** in Pflugerville at 15822 Foothill Farms Loop, off 1825 Drive thru service
  - 8 am – 5 pm **WEST** in Oak Hill at 8656 Highway 71, 1 mile west of the Y, Bldg B Suite 200
  - 8 am – 5 pm **SOUTH** near ABIA at 4011 McKinney Falls Pkwy Drive thru service
- By mail: Nelda Wells Spears  
P O Box 149328 / Austin, TX  
78714-9328

**KEEP THIS FOR FUTURE REFERENCE**



Travis County Commissioners Court Agenda Request

# 60

Voting Session 9//30/08  
(Date)

Work Session \_\_\_\_\_  
(Date)

1. A. Request made by: County Attorney (Tamara Armstrong) Phone # 854-9513

Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: Consider and Approve Agreement for Assessment and Collection Services between Travis County and the City of Pflugerville

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

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RECEIVED  
COUNTY JUDGE'S OFFICE

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

**DAVID A. ESCAMILLA**  
COUNTY ATTORNEY

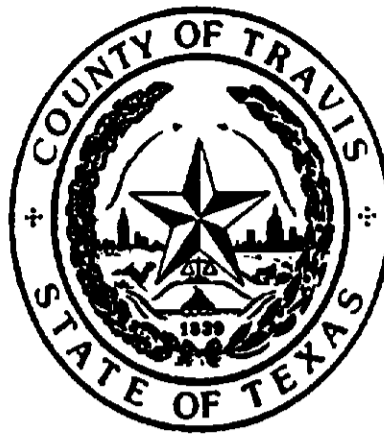
RANDY T. LEAVITT  
FIRST ASSISTANT

JAMES W. COLLINS  
EXECUTIVE ASSISTANT

314 W. 11<sup>TH</sup> STREET  
GRANGER BLDG., SUITE 420  
AUSTIN, TEXAS 78701

P. O. BOX 1748  
AUSTIN, TEXAS 78767

(512) 854-9513  
FAX: (512) 854-4808



**TRANSACTIONS DIVISION**

JOHN C. HILLE, JR., DIRECTOR †

BARBARA J. WILSON

MARY ETTA GERHARDT

STACY WILSON

TAMARA ARMSTRONG

JAMES M. CONNOLLY

TENLEY A. ALDREDGE

JULIE JOE

DANIEL BRADFORD

\*CHRISTOPHER GILMORE

SARAH F. CHURCHILL

† Member of the College  
of the State Bar of Texas  
\*Board Certified  
Commercial Real Estate Law  
Texas Board of Legal Specialization

**CONFIDENTIAL COMMUNICATION**  
**ATTORNEY CLIENT PRIVILEGE**

September 22, 2008

Honorable Samuel T. Biscoe, County Judge  
Honorable Members of the Commissioners Court  
314 W. 11<sup>th</sup> Street  
Austin, Texas 78701

Re: New Tax Assessment and Collection Agreement Between  
Travis County and the City of Pflugerville; File 5.42

Dear Judge and Commissioners:

The new Tax Assessment and Collection Agreement attached hereto replaces the original Tax Assessment and Collection Agreement between Travis County and the City of Pflugerville. The new Agreement is updated and provides for tax assessment and collection services for that portion of the entity located in Travis County.

Sincerely yours,

*Tamara Armstrong*  
Tamara Armstrong *(by Christine)*  
Assistant County Attorney

Ch  
Attachments

**AGREEMENT FOR ASSESSMENT AND COLLECTION SERVICES  
BETWEEN TRAVIS COUNTY AND  
THE CITY OF PFLUGERVILLE**

THIS AGREEMENT is made and entered into by and between the County of Travis (hereinafter called "County"), a political subdivision of the State of Texas, the Travis County Attorney, and the City of Pflugerville, a local governmental entity, duly organized and existing under the laws of the State of Texas, (hereinafter called "City"), each acting herein by and through its duly authorized officials.

**RECITALS**

WHEREAS, the parties to this Agreement wish to consolidate the assessment and collection of property taxes into one agency, the Tax Assessor/Collector of Travis County, except for those taxes on property located outside of Travis County;

WHEREAS, the parties enter into this Agreement in order to eliminate the duplication of the existing system for collection of taxes and to promote governmental efficiency;

WHEREAS, the parties intend that the County, through its Tax Assessor/Collector, assess and collect the ad valorem property taxes owing to City and that the Travis County Attorney represent the City in the enforcement of said taxes; and

WHEREAS, the parties enter into this Agreement pursuant to the authority granted by Sections 6.23, 6.24 and 6.30, TEXAS PROPERTY TAX CODE, and by Chapter 791 of the GOVT CODE, which is known as the Interlocal Cooperation Act.

WHEREAS, the parties hereto agree that this Agreement supersedes and replaces the original contract for assessment and collection between Travis County and the City of Pflugerville dated August 8, 1982 including any and all amendments thereto, and said agreement and amendments are hereby terminated, replaced and superseded in their entirety by this Agreement, on the effective date of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the terms, provisions, and mutual promises herein contained, the parties hereto mutually agree as follows:

1.0 PERFORMANCE. Performance by the County of the assessment and collection of each year's property taxes shall commence not earlier than October 1 of the current tax year and shall be completed not later than September 30 of the following tax year unless the County finds extension to be necessary.

2.0 SERVICES TO BE PERFORMED

2.01 Assessment and Collection of Ad Valorem Property Taxes and Delinquent Taxes. The County shall assess and collect the ad valorem property taxes owing to the City, with regard to all properties on the City's tax roll except for those properties on the City's tax roll that are located outside of Travis County. The County shall also collect the delinquent taxes owing to the City as hereinafter provided in this Agreement, including the enforcement of the collection of said delinquent taxes, except for delinquent taxes on properties located outside of Travis County; 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 City all the duties related to the assessment and collection of taxes for the City provided by the laws of the State of Texas for the collection of said taxes.

2.02 Performance of Functions and Consolidated Tax Statements. With respect to the ad valorem property taxes, including delinquent taxes, which the County collects within the City, except for that portion of the City located outside of Travis County, as specified in Subsection 2.01 hereof, the County shall perform all the functions set out in Subsection 12.01 of this Agreement. In connection therewith, the County agrees to prepare consolidated tax statements for each taxpayer. The tax statement shall include taxes owed to all taxing units to which the taxpayer owes taxes, except those units which have not contracted with the County for the assessment and collection of its taxes, and except for taxes owed to the City on properties located outside of Travis County. The County shall mail said tax statements to each taxpayer or authorized agent of property within the City, except for those taxpayers or authorized agents of property which is located outside of Travis County.

2.03 Tax Assessor/Collector for City. The City hereby designates the Tax Assessor-Collector of the County of Travis as its tax assessor and tax collector for all purposes under the Texas Property Tax Code, with respect to the collection of ad valorem taxes on property within the City except for property located outside of Travis County.

2.04 Copy of Tax Roll. The County shall provide the governing body of the City with a copy of the tax roll for each year that this Agreement is in effect, with respect to ad valorem property taxes covered by this Agreement.

### 3.0 PAYMENT

3.01 Amount of Payment. City agrees to pay the County the costs of performing the services specified in this Agreement, as prescribed in this Section 3.0. These costs shall be allocated among the City and the other taxing units contracting for assessment and collection services in the same manner so that the City and each of the other taxing

units pay the same rates approved by the Travis County Commissioners Court.

3.01.01 For the 2008 tax year, the City shall pay the rate approved by the Travis County Commissioners Court in 2008, per parcel for all parcels located in Travis County and on the City's tax roll; and, for each year thereafter during this Agreement, the City shall pay the rate approved by the Travis County Commissioners Court for the tax year in question, per parcel for all parcels located in Travis County and on the City's tax roll.

3.01.02 The County shall, by written notice, notify the City in subsequent years of this Agreement of the amount that the City shall pay to the County for performing tax assessment and collection services pursuant to this Agreement.

3.02 Method of Payment. The County shall withhold from the remittances to the City the amount of money necessary to pay for the cost of assessing and collecting current taxes for the City, until the amount of payment authorized under Subsection 3.01 above has been received by the County.

4.0 REMITTANCE OF COLLECTION. The taxes collected for the City shall be remitted to the City daily, after the proper amount of payment authorized under Subsection 3.01 above and/or taxpayer refunds have been withheld. Taxes collected shall be remitted to the City on the day after they are processed and credited by the County Tax Office, but no later than when the taxes collected for the County have been remitted to the County Treasurer.

#### 5.0 DELINQUENT TAXES

5.01 Collection of Delinquent Taxes. Pursuant to Section 6.24 of the Texas Property Tax Code, City hereby authorizes the County, by and through the County's Tax Assessor/Collector, to collect delinquent taxes covered by Subsection 2.01 of this Agreement for City as the County deems necessary. In addition, the City hereby authorizes the County, by and through the County's Tax Assessor/Collector, to waive penalties and interest for the City in delinquent tax cases where the County, by and through the County's Tax Assessor/Collector, determines that Section 33.011 of the Texas Property Tax Code requires or authorizes such waiver as advised by the Travis County Attorney's Office.

#### 5.02 Delinquent Tax Suits.

5.02.01 Pursuant to Section 6.30 of the Texas Property Tax Code, City hereby authorizes the Travis County Attorney's Office to institute delinquent tax suits for the collection of delinquent taxes covered by Subsection 2.01 of this Agreement. All legal services rendered by the Travis County Attorney shall be included as part of the services to be performed under the terms and provisions of this Agreement, for the consideration given by City pursuant to this Agreement, and for the costs, expenses

and fees recovered by County under Subsection 5.03 of this Agreement.

5.02.02 If the County chooses to have the Tax Office represented by a private attorney, City hereby agrees that the private attorney selected by the County shall also represent City in delinquent tax cases. City is not directly responsible for compensation of the private attorney selected by the County, although such attorney will receive compensation in accordance with the Texas Property Tax Code for representing City in delinquent tax cases. If City selects an attorney to represent it in delinquent tax cases, other than the County Attorney or a private attorney selected by the County, City shall notify the County in writing of such fact at least thirty (30) days before implementing such decision, in accordance with the Notice provisions set forth in Subsection 13.01 of this Agreement.

5.03 Costs, Expenses and Fees in Delinquent Tax Suits. All legal services rendered by the Travis County Attorney shall be included as part of the services to be performed under the terms and provisions of this Agreement, for the consideration given by City pursuant to this Agreement, and for the costs, expenses and fees recovered by County under this Subsection 5.03 of this Agreement. Pursuant to Section 33.48 of the Texas Property Tax Code, the County, in collecting delinquent taxes for City, may recover, in addition to other costs authorized by law, the following costs, expenses, and fees in a suit to collect a delinquent tax:

5.03.01 All usual court costs, including the cost of serving process;

5.03.02 Costs of filing for record a notice of lis pendens against property;

5.03.03 Expenses of foreclosure sale;

5.03.04 Reasonable expenses that are incurred by the taxing unit in determining the name, identity, and location of necessary parties and in procuring necessary legal descriptions of property on which a delinquent tax is due;

5.03.05 Attorney's fees in the amount of fifteen percent (15%) of the total amount of taxes, penalties, and interest due City; and

5.03.06 Reasonable attorney ad litem fees approved by the Court that are incurred in a suit in which the Court orders the appointment of an attorney to represent the interests of a defendant served with process by means of citation by publication or posting.

The costs, expenses, and fees recovered by the County pursuant to Section 33.48 of the Texas Property Tax Code shall be payment to the County for the County's collection of delinquent taxes for City under Subsection 2.01 of this Agreement; provided, however, pursuant to Sections 33.71, 33.72 and 33.73 of the Texas Property

Tax Code, the County, for collecting delinquent taxes for City under Subsection 2.01 of this Agreement, may also recover the reasonable costs of a tax master for any tax suits instituted by the County pursuant to this Agreement.

## 6.0 ADMINISTRATIVE PROVISIONS

6.01 Books and Records. All expenses incurred by the County for the assessment and collection of taxes hereunder shall be clearly kept on the books and records of the County. City or its designated representatives, upon written request submitted to the Travis County Tax Assessor/Collector, are authorized to examine the books and records to be kept by the County at such reasonable times and intervals as City deems fit. Such books and records will be kept in the office of the Travis County Tax Assessor/Collector.

6.02 Surety Bond. If City requires the County to obtain a surety bond for the Tax Assessor/Collector acting in her capacity as assessor/collector for City as provided herein, City agrees to pay the premium for such bond.

6.03 Change in Tax Rate. In case City tax rate is rolled back or otherwise changed after the County begins collections for City in any given year, the County will continue to act for City in providing refunds to taxpayers or sending corrected billing statements only if City assumes all additional costs of collection arising from such rollback or other change in the tax rate. These costs shall be the actual costs of providing those extra services required by the rollback or other change in the tax rate, and such costs shall be withheld in the same manner as provided in Subsection 3.02 of this Agreement.

## 7.0 GENERAL PROVISIONS

7.01 Books and Records Held by City. City agrees to transfer to the possession and control of the County, without charge, copies of all books and records necessary for the performance of the duties and responsibilities of the County pursuant to this Agreement. These books and records shall include all tax records, including existing tax rolls or other records available to City.

7.02 Limit on Liability. The County shall not be liable to City for any failure to collect taxes under this Agreement; nor shall the County Tax Assessor/Collector be liable to City for any failure to collect taxes, unless the Tax Assessor/Collector's failure to collect taxes results from her failure to perform the duties imposed upon the Tax Assessor/Collector by law and by this Agreement; provided, however, the Tax Assessor/Collector shall not be liable to City for any failure to collect taxes where her failure to perform duties imposed by law and by this Agreement arises out of circumstances beyond her control.

7.03 Current Revenue Funds. Payments by the parties for services under this

Agreement shall be made from current revenues available to the parties.

7.04 Agreement Voidable. For each year during the term of this Agreement, if City has not established the tax rate as required by law for City and notified the Tax Assessor/Collector accordingly within sixty (60) days after the Central Appraisal District Appraisal Review Board has certified to City the assessed values on the property in City, or by September 30, whichever is later, this Agreement becomes voidable by action of the County at the County's option. In the event this Agreement becomes voidable by action of the County, the County may, at its option, declare this Agreement null and void by giving written notice from the Tax Assessor/Collector to City, in accordance with the notice provisions set forth in Subsection 13.01 of this Agreement.

7.05 Authorized Refunds. Authorized refunds to property owners will be made so that each property owner receiving refunds will receive a single check covering all refunds for all taxing units contracting for assessment and collection services, except for any refunds applicable to property located outside of Travis County. Refunds may become necessary because of changes which include, but are not limited to, late exemption claims, clerical errors, overpayment, etc. Refunds from the City to the property owners within the City, except for refunds applicable to property located outside of Travis County, shall be deducted from the collections and withheld from the City in the same manner as provided in Subsection 3.02 of this Agreement; or, if no collections are available, such refunds shall be remitted by the City to the County within seven (7) days of notification of such sums due.

8.0 **SOVEREIGN IMMUNITY**. It is expressly understood and agreed that, in the execution of this Agreement, neither the County nor the City waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

9.0 **TERMINATION**.

9.01 Termination of Agreement. Unless the County declares this Agreement null and void pursuant to Subsection 7.04 of this Agreement, this Agreement shall continue in full force and effect from year to year until such time as either party to this Agreement, by written notice to the other party under Subsection 13.01 hereof, terminates this Agreement, such termination to be effective only if notice is given to the other party on or before July 1 of the year in which the party intends this Agreement to terminate, and, only if, notice is given at least thirty (30) days prior to the effective date of termination. Provided, however, the City may, at its option, declare this Agreement null and void by giving written notice from the City to the Tax Assessor/Collector, in accordance with the Notice provisions set forth in Subsection 13.01 hereof, in the event the County chooses to have the Tax Office represented by a private attorney and, the City does not agree with the County's choice. If this Agreement is terminated by



either party, as authorized under this Agreement, this Agreement shall terminate in its entirety, except as otherwise expressly provided in Subsection 9.02 hereof.

9.02 Pending Cases. In the event this Agreement is terminated by either party for any reason, the County reserves the right to continue to handle pending cases for the collection of delinquent taxes on properties located in the City, for a six (6) month period following the effective date of termination. As used in this Subsection 9.02, "Pending Cases" are cases where the City is the taxing unit and include the following:

9.02.01 - Each case for which the County has sent a demand letter to the delinquent taxpayer;

9.02.02 - Each delinquent tax suit filed in court or intervened in court by County; or

9.02.03 - Each case in which the County and the delinquent taxpayer have agreed that the delinquent taxpayer will pay the delinquent tax in partial payments over a specified period of time.

9.03 Transfer. Upon the expiration of the six (6) month period specified in Subsection 9.02 above, the County will transfer all remaining, pending cases to the City's new legal representative, and upon such transfer, this Agreement shall terminate in its entirety.

10.0 AMENDMENTS. Any amendments, alterations, deletions or waiver of the provisions of this Agreement shall be valid only when expressed in writing and agreed to by official action of the governing bodies of both parties, and will be effective only if they do not adversely affect the prompt fulfillment of contract obligations. However, in the performance of services under this Agreement, the County, the County Tax Assessor/Collector, and/or the County Attorney's Office may institute changes, as required or authorized by applicable law.

11.0 REGULATIONS AND LAWS. This Agreement shall be governed, interpreted, construed and enforced in accordance with all applicable laws of the United States of America and all applicable laws of the State of Texas, (statutory law, case law, rules and regulations), including but not limited to the provisions of the Texas Property Tax Code, including amendments to such applicable laws.

12.0 DEFINITIONS.

12.01 Assessment and Collection. For purposes of this Agreement, the terms "assessment" and "collection" shall include the following:

12.01.01 Calculation of tax;

12.01.02 Preparation of tax rolls;

12.01.03 Proration of taxes;  
12.01.04 Correction of clerical errors in tax rolls;  
12.01.05 Collection of tax liabilities; and  
12.01.06 Issuance of refunds and calculation of an effective tax rate as required by Section 26.04 of the Texas Property Tax Code for the years covered by this Agreement.

The term "assessment" shall not include those functions defined as "appraisal" by the Texas Property Tax Code.

12.02 Current Taxes. For purposes of this Agreement, the term "current taxes" shall include only those taxes legally due and payable without penalty and interest.

12.03 Delinquent Taxes. For purposes of this Agreement, the term "delinquent taxes" shall include any taxes which have not been received by the County on or before January 31st of any given tax year and on which penalty and interest are due.

12.04 Tax Year. For purposes of this Agreement, the term "tax year" refers to the twelve (12) month period which runs from October 1 of one year through September 30 of the following year.

### 13.0 MISCELLANEOUS PROVISIONS.

13.01 Notice. Except as otherwise provided in this Agreement, all notice required or permitted under this Agreement shall be in writing and shall be hand delivered or sent by certified or registered mail, postage prepaid, return receipt required. For purposes of sending notice under this Agreement, the address of the County is: Honorable Nelda Wells-Spears (or her successor in office), Travis County Tax Assessor/Collector, 5501 Airport Boulevard, Austin, Texas 78751. For purposes of sending notice under this Agreement, the address of the City is: Ms. Beth C. Davis, Finance Director, City of Pflugerville, 100 East Main Street, Suite 100, Pflugerville, Texas 78660. Either party may change its address by giving written notice as provided in this Subsection 13.01 or by notifying the City and all other entities by a general mass mail-out. In the case of notice sent by registered or certified mail, notice shall be deemed effective three days after deposit in a United States mailbox or a United States post office. In the case of notice made by hand delivery, notice shall be deemed effective immediately. This Section shall not preclude the County Tax Assessor/Collector from providing the City and all other entities general notice concerning the Tax Assessment and Collection Agreements or any related matter through general mass mail-outs by regular mail.

13.02 Parties Bound. This Agreement shall be binding upon the parties hereto and their executors, heirs, legal representatives, successors and assigns.

13.03 Copies. This Agreement is executed in multiple copies, any one of which is a

true copy hereof, having the same evidentiary value.

13.04 Integration. It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all prior agreements and negotiations, either written or oral, between the parties relating to the subject matter hereof.

13.05 Severability. The provisions of this Agreement are severable. If any paragraph, section, subsection, sentence, clause, or phrase of this Agreement is held by a court of competent jurisdiction, for any reason, to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement; provided, however, upon the occurrence of such event, either party may terminate this Agreement forthwith upon providing written notice of termination to the other party in accordance with Subsections 9.0 and 13.01 of this Agreement.

13.06 Venue. All obligations and undertakings pursuant to this Agreement are fully performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the courts of appropriate jurisdiction in Travis County, Texas exclusively.

13.07 Effective Date. This Agreement shall take effect on the date this Agreement is approved by the Travis County Commissioners Court.

13.08 Titles, Headings and Subheadings. The titles, headings and subheadings set forth in this Agreement are intended for the convenience of the parties hereto and are not intended for use in the construction or interpretation of the provisions contained herein.

13.09 Gender and Number. As used in this Agreement, unless the context indicates otherwise, a masculine, feminine, or neuter gender shall each be deemed to include the other, and the singular or plural number shall each be deemed to include the other.

13.10 Instruments. Each party hereto agrees that it will execute, in a timely manner, all instruments and documents needed for implementation of the terms, conditions, and provisions of this Agreement or needed for the other party's performance of its duties and responsibilities hereunder.

EXECUTED in triplicate by the County of Travis and by the City of Pflugerville on this the \_\_\_\_\_ day of \_\_\_\_\_, 2008

CITY OF PFLUGERVILLE

By:

\_\_\_\_\_  
Jeff Coleman, Mayor

Date: \_\_\_\_\_

By:

\_\_\_\_\_  
Karen Thompson, Secretary

Date: \_\_\_\_\_

TRAVIS COUNTY, TEXAS

By:

\_\_\_\_\_  
Honorable Samuel T. Biscoe  
Travis County Judge

Date: \_\_\_\_\_

By:

\_\_\_\_\_  
J. Elliott Beck  
Assistant County Attorney

Date: \_\_\_\_\_

For: David Escamilla  
Travis County Attorney

# \_\_\_\_\_

**Travis County Commissioners Court Agenda Request**

Please consider the following item for: Approval of contract renewal with Village of The Hills for Law Enforcement Services

**Voting Session: September 30, 2008**

I. A. Request made by: Constable Bob Vann

Phone 854-9697

C. Approved by: \_\_\_\_\_  
Signature of Commissioner or County Judge

08 SEP 29 11:11 32  
COUNTY COMMISSIONERS COURT

II. A. All backup material needs to be attached to the Agenda and submitted with this Agenda Request (Original and eight copies).

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

Planning and Budget- Randy Lott; Auditor's Office – Blain Kieth

III. BUDGET OR PERSONNEL REQUESTS. Please check if applicable:

----- Additional funding for any department or for any purpose  
\_\_\_\_\_ Transfer of existing funds within or between any budget  
\_\_\_\_\_ A change in your department's personnel (reclassifications, etc.)

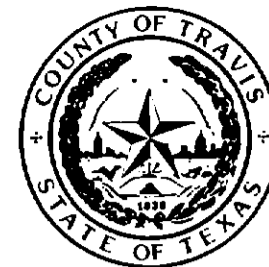
Please coordinate through the County Planning and Budget Office (473-9106) or the Human Resources Department BEFORE submitting any agenda item that involves any budget or personnel issue.

**AGENDA REQUEST DEADLINES**

All Agenda Requests and supporting materials MUST be submitted to the County Judge's Office in writing by 5:00 PM on Monday for the next week's meeting. Agenda Requests missing this deadline will be considered for the next subsequent Commissioners Court meeting, as will Agenda Items without appropriate back-up material, including a signed budget transfer form.



**BOB VANN**  
CONSTABLE  
Travis County, Precinct 2

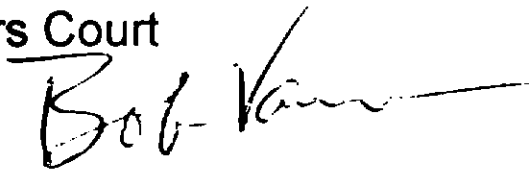


10409 Burnet Road, Suite 150  
Austin, TX 78758-4418

Constable2@co.travis.tx.us

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

September 19, 2008

To: Travis County Commissioners Court  
From: Bob Vann, Constable Pct. 2   
Subject: Agenda Request for Contract Approval

The attached agenda request is for approval of a revised contract for law enforcement services for The Village of The Hills.

It amounts to a fee increase of \$4350 per year from the Village to Travis County. Most of this increase is due to rising fuel costs and the rest is for personnel expenses.

**AMENDMENT NUMBER THREE  
TO INTERLOCAL COOPERATION AGREEMENT  
BETWEEN TRAVIS COUNTY, TEXAS, AND  
THE VILLAGE OF THE HILLS**

This Amendment Number Three to Interlocal Cooperation Agreement between Travis County, Texas, and the Village of the Hills (this "Amendment") is made and entered into by and between the following Parties: Travis County, Texas, (the "COUNTY") and the Village of the Hills, (the "VILLAGE").

WHEREAS, on or about December 18, 2001, the VILLAGE and the COUNTY entered into that certain interlocal cooperation agreement entitled "Interlocal Cooperation Agreement between Travis County, Texas, and the Village of the Hills" (the "Agreement"), to provide VILLAGE residents with police protection and ordinance enforcement (the "Law Enforcement Services"); and,

WHEREAS, due to increases in the cost of providing the Law Enforcement Services, the VILLAGE and the COUNTY desire to amend the Agreement to increase the rates of compensation that the VILLAGE will pay COUNTY for Law Enforcement Services rendered pursuant to this Agreement.

NOW, THEREFORE, the COUNTY and the VILLAGE agree as follows:

1. Section II.B of the Agreement is amended to read as follows:
  - B. The VILLAGE agrees to pay SIX THOUSAND EIGHT HUNDRED SEVENTY-SEVEN AND 58/100 DOLLARS per month for the services provided by the Constable, calculated in accordance with the Itemization of Costs set forth in Exhibit "A", which is attached hereto and made a part hereof, including a "relief factor" of 356 hours per year.
2. The Itemization of Costs which is attached to the Agreement as Exhibit "A" is amended to read as follows:

**EXHIBIT "A"  
ITEMIZATION OF COSTS**

- I. The cost of providing a full-time deputy constable at \$6,877.58 per month is calculated on the basis of the following average annual costs:
  - A. Salary – \$64,284 salary for a deputy, including a base average annual salary of \$47,332 and a benefit package of \$16,952.
  - B. Indirect Personnel Costs – \$3,214 including administrative costs of payroll, personnel, fiscal, training and computer support.

- C. Supplies – \$200.00, including cost of uniforms, weapons, and office supplies.
  - D. Vehicles – \$8,333, including purchase price of vehicle and associated equipment annualized over three years.
  - E. Vehicle Maintenance – \$6,500, including fuel, lubricants, and routine maintenance.
- II. The cost of providing a substitute deputy of \$42.44 per hour is calculated on the basis of the average of the overtime rate of pay and benefits for a deputy constable of \$41.19 per hour and of a deputy constable, sr. of \$43.69 per hour.
  - III. The relief factor of 356 hours per year for a five-year deputy is calculated on the basis of the following annual hourly allowances:
    - A. 108 hours of vacation leave;
    - B. 96 hours of sick leave;
    - C. 88 hours of holiday leave;
    - D. 24 hours of personal holiday leave; and
    - E. 40 hours of law enforcement in-service training.

- 3. The changes described in this Amendment shall be effective October 1, 2008.
- 4. Except for the changes made by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

TRAVIS COUNTY, TEXAS

VILLAGE OF THE HILLS

By: \_\_\_\_\_  
 Honorable Samuel T. Biscoe  
 Travis County Judge

By: \_\_\_\_\_  
 Authorized Signature

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_  
 Constable Bob Vann,  
 Constable, Precinct Two

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# Travis County Commissioners' Court Agenda Request

Meeting Date: September 30, 2008

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

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM CITY OF AUSTIN REGARDING THE CREATION OF A TAX INCREMENT FINANCING REINVESTMENT ZONE FOR THE SEAHOLM REDEVELOPMENT PROJECT, INCLUDING THE FOLLOWING:

- A. PRESENTATION REGARDING THE PROJECT;
- B. APPROVAL OF COUNTY PARTICIPATION;
- C. WAIVER OF 60-DAY NOTICE REQUIREMENT FOR PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON THE PROJECT;
- D. DESIGNATION OF COUNTY REPRESENTATIVE ON PROJECT; AND
- E. APPOINTMENT OF COUNTY REPRESENTATIVE TO TIF ZONE'S BOARD OR WAIVER OF THE RIGHT TO APPOINT A MEMBER.

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.


08 SEP 25 PM 3:59  
 COUNTY CLERK  
 TRAVIS COUNTY

**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.



City of Austin  
Economic Growth and Redevelopment Services Office  
301 W. 2<sup>nd</sup> Street, Suite 2030  
Austin, Texas 78701  
Telephone: (512) 974-7819 FAX: (512) 974-7825

COUNTY RECEIVED  
08/27/08  
PH 2:15

**NOTICE OF THE INTENTION OF THE CITY OF AUSTIN TO ESTABLISH  
A REINVESTMENT ZONE FOR TAX INCREMENT FINANCING PURSUANT TO THE TAX  
INCREMENT FINANCING ACT, TEXAS TAX CODE CHAPTER 311**

September 5, 2008

Samuel T. Biscoe, County Judge  
Travis County  
314 West 11<sup>th</sup> Street, #520  
Austin, Texas 78701

Doyle Valdez, President, Board of Trustees  
Austin Community College  
5930 Middle Fiskville Road  
Austin, Texas 78752

Dr. Barbara Mink, Chair, Board of Trustees  
Austin Independent School District  
1111 West 6<sup>th</sup> Street  
Austin, Texas 78703

Clarke Heidrick, Chair  
Travis County Healthcare District  
314 West 11<sup>th</sup> Street, #520  
Austin, Texas 78701

**HONORABLE MEMBERS OF THE ABOVE GOVERNING BODIES:**

The City of Austin is proposing the creation of a tax increment financing reinvestment zone for the Seaholm Redevelopment Project ("the TIF Zone"). On August 28, 2008, the Austin City Council adopted a resolution approving the City's preliminary project and financing plan for the TIF Zone and authorizing the City Manager to distribute to all taxing units the City's notice of intent to create the TIF Zone. A copy of the approved plan accompanies this letter.

The purpose of this letter is to provide you with a copy of the City's preliminary project and financing plan, which is enclosed with this letter, and to officially notify you of the City's: (1) intent to create the TIF Zone, and (2) plan to hold a public hearing on the creation of the TIF Zone, pursuant to Texas Tax Code Chapter 311, the Tax Increment Financing Act (the "Act").

The area within the proposed TIF Zone comprises approximately 7.1 acres in total, including right-of-way and parkland owned by the City of Austin. The area will be benefited by the rehabilitation of the historic Seaholm Power Plant, the construction of two north-to-south roadways connecting Cesar Chavez Street and Third Street, the construction of a public plaza, and the construction of an office building and hotel/condominium tower. It is estimated that this redevelopment will add significantly to all jurisdictions' tax base, thereby benefiting all taxing units.

The City has determined that it can finance the Seaholm Redevelopment Project without financial participation in the TIF Zone from AISD, Travis County, Austin Community College, or the Travis County Healthcare District.

However, there are several actions we are requesting of the taxing jurisdictions, which are summarized in the table below. Please notify us of your jurisdiction's decision regarding the following matters.

<b>City Request</b>	<b>Taxing Jurisdictions Affected</b>
Take formal action to waive the 60-day notice requirement for holding a public hearing on the creation of the TIF Zone, to allow the hearing to be held on October 16, 2008.	All Jurisdictions
Agree to a joint formal presentation on the TIF Zone	All Jurisdictions
Designate in writing a representative for your jurisdiction (either staff or elected official) by September 20, 2008 to meet with City staff on any questions related to the TIF Zone.	All jurisdictions
Notify the City if you intend to appoint a representative to the board of directors of the TIF Zone.	All jurisdictions

The City has determined that the best method to accomplish financing the project is through the creation of a TIF Zone. To that end, the preliminary project and financing plan includes the following elements:

- List of estimated project costs of the TIF Zone
- Discussion of the economic feasibility study for the Seaholm Redevelopment Project
- The current appraised value of taxable real property in the TIF Zone
- Map of the TIF Zone boundaries
- Renderings of the Seaholm Redevelopment Project
- Seaholm Tax Revenue Schedule

There may be some changes to the project and financing plan as the City continues to refine its analysis, and these changes will be incorporated into the final project and financing plan that the Council and the TIF Zone board expect to approve later this year.

Again, please note that the City of Austin requests that all taxing jurisdictions take formal action to agree to waive the requirement set forth in Section 311.003(e) of the Act, that not later than the 60th day before the date of the public hearing, the City notify each taxing unit that levies real property taxes in the proposed TIF Zone that the City intends to establish the TIF Zone. Waiver of this 60-day notice requirement will allow the City to expedite the public hearing and the other steps required to form the TIF Zone.

If all jurisdictions agree to waive this 60-day advance notice requirement, a public hearing to receive public comment on the creation of the proposed TIF Zone and its benefits to the City and other taxing jurisdictions in the proposed TIF Zone, will be held at 6:00 p.m. on either October 16, 2008, or October 23, 2008, at the Austin City Hall, 301 West 2<sup>nd</sup> Street, Austin, Texas.



**City of Austin  
Seaholm Redevelopment Project  
Tax Increment Financing Reinvestment Zone No. 18**

**Preliminary  
Project Plan and Reinvestment Zone Financing Plan**

**August 2008**

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## Exhibits

Exhibit 1	Map - TIF Boundaries
Exhibit 2	Renderings – Seaholm Redevelopment Project
Exhibit 3	Seaholm District Master Plan
Exhibit 4	Seaholm Tax Revenue Schedule

## I. Executive Summary

The City of Austin is proposing to create Tax Increment Financing Reinvestment Zone No. 18 (the "TIF") to finance the construction of public improvements for the Seaholm Redevelopment Project (the "Project"). The proposed boundaries are located within the area bounded on the west by the planned Seaholm Drive from Third Street south to Cesar Chavez Street; on the south by Cesar Chavez Street from the planned West Avenue east to Seaholm Drive; on the east by West Avenue from Cesar Chavez Street north to Third Street; and on the north by Third Street between Seaholm Drive and West Avenue. Exhibit 1 depicts the boundaries for the TIF.

In accordance with State law, this preliminary project plan and financing plan has been prepared to describe the Project and associated financing using dedicated tax increment revenue from the City of Austin as the sole taxing unit participating in the TIF.

The Seaholm Power Plant is a circa 1950 Art Deco industrial building, designed by the renowned national engineering firm, Burns and McDonnell. The name Seaholm pays homage to Walter Seaholm, Austin's fourth City Manager and a former utility director. Seaholm served for many years as Austin's primary electrical generation facility and stopped generating power in 1989. In 1996, the Austin City Council authorized the environmental remediation of the Seaholm Power Plant with a view to its eventual adaptive reuse as "a unique and exceptional cultural facility in Downtown Austin." In 1997, the Seaholm Reuse Planning Committee, made up of interested community representatives, led a public polling process to determine the best use or uses for the power plant structures. The Committee's 1998 report recommended preserving the facility for a multi-use public attraction developed through a public-private partnership. A master plan for the district was also recommended to address issues of parking transit, and pedestrian and bicycle linkages. In the summer of 2000, ROMA Design Group was commissioned by the City to prepare a Seaholm District Master Plan. The purpose of the master plan was to establish an appropriate context for the redevelopment and reuse of the Seaholm Power Plant site as a successful mixed-use public attraction.

On August 27, 2004, the City issued a request for qualifications for an entity to redevelop the Seaholm Power Plant site. On April 28, 2005, Seaholm Power Development, LLC (SPD) was selected by the City Council from a pool of respondents as the master developer. On November 14, 2005, the City and SPD entered into an exclusive negotiating agreement. On April 10, 2008, the City Council authorized the negotiation and execution of a master development agreement (MDA) with SPD. The MDA was executed on June 17, 2008.

The purpose of the Project, which is to be partially financed through the TIF, is to provide for the redevelopment of the historically significant Seaholm Power Plant and its immediate grounds. The site impairs the City's growth because of deteriorating structures, inadequate street layout, and unsafe conditions.

In addition to rehabilitation for the historic power plant, the Project will relocate utilities, provide for new street infrastructure to connect Cesar Chavez Street and Third Street, and provide for the development of an office building and hotel/condo tower. The new street infrastructure will

provide access to the office building and hotel/condo tower thereby supporting the economic viability for the Project.

To finance the public infrastructure and power plant rehabilitation components of the Project, the City intends to form the TIF in accordance with State law. In a tax increment reinvestment zone, one or more political subdivisions contribute up to 100% of the property tax on the increase in value of real property in the district (tax increment) as generated. Under the terms of the TIF, the City of Austin will contribute 100% of its property tax and sales tax increment. Tax increment revenues so generated may be expended only for purposes described in the project and financing plan for the TIF. The public infrastructure and power plant rehabilitation components of the Project will be primarily funded by the issuance of debt that will be repaid from the tax increment revenues, both property taxes and sales taxes, collected during the 30-year duration of the TIF.



## II. Project Plan

### A. Introduction

This section describes the project plan for the TIF and the Project, in the City of Austin, Texas, as required by Chapter 311 of the Texas Tax Code. The purpose of the TIF is to finance the construction of public improvements at the Project site.

The City of Austin will be solely responsible for managing the MDA for the Project, and administering the TIF, which is located on the Southwestern edge of the downtown area of Austin, Texas. It is anticipated that the investment in private development will benefit the City financially and will also benefit Austin citizens through the creation of jobs and recreational amenities.

The Project represents a very important opportunity for the City to redevelop publicly-owned land and will spur economic development within the Southwest quadrant of downtown. Recently, several residential development projects have been located in Southwest Downtown. Development within the Reinvestment Zone area has lagged in comparison to Southwest Downtown and other sections of the City. The Project will:

- Enhance and contribute to Downtown Austin and the Seaholm District
- Complement and enhance Lady Bird Lake, Shoal Creek and Sand Beach Reserve
- Incorporate sustainability, green building and alternative energy
- Provide a positive economic and financial impact to the City
- Enable the development of a central rail transit hub

Once complete, the Project site will feature a mix of uses, including retail shops, condominiums, a boutique hotel, office space, special event space, and an outdoor terrace that overlooks Lady Bird Lake.

#### Seaholm Power Plant

The centerpiece of the Project is the historic preservation of the Seaholm Power Plant. The building is a 136,000 square foot iconic structure that has more than 110,000 square feet of useable floor space. The building features a turbine hall that measures 110 by 235 feet with a ceiling that is 65 feet high. Once renovated, the building will house an event center, office, retail, and restaurant uses. Part of the renovation includes creating a dynamic entrance on the west end of the building.

#### Street Infrastructure

The Project's street infrastructure will create a link between Cesar Chavez Street and Third Street. New street infrastructure includes the construction of Seaholm Drive to the west of the Project site and West Avenue to the east of the Project site. Seaholm Drive will lead to the drop off area for the entry point into the power plant building and will serve as an entry to the below grade garage that will serve the Project from below the plaza. Additionally, Seaholm Drive will connect the City-owned parking garage to the Project site. West Avenue is to the east of the Project site and will also connect Cesar Chavez and Third Street. West Avenue will intersect with the planned 2<sup>nd</sup> Street extension, connecting both the new Central Library and future redevelopment on the Green Water Treatment Plant site. With the connection to 2<sup>nd</sup> Street, the

Project will be the west anchor for residential and retail development occurring within the 2<sup>nd</sup> Street area.

### Plaza

Aside from providing enhanced streetscapes, the Project will provide open space for pedestrians traversing the Seaholm District. An inner plaza will be at the center of the Project and is designed for events, retail, and restaurant activity. The plaza will link the renovated Seaholm Power Plant to the office building and hotel/condo tower. The pedestrian-friendly plaza will provide connections from the Green Water Treatment Plant redevelopment and new Central Library to the proposed Seaholm Intermodal Station located just west of the Project.

With its parkland enhancement and anticipated economic development stimulus, the Project will promote tourism by convention center visitors and other visitors. The Project will incorporate a portion of the Lance Armstrong Bikeway and connections to the planned Pfluger Bridge Extension and Bowie Street Underpass. There is a possibility to have a stop for the proposed Downtown Circulator at the plaza near West Avenue and Third Street.

### **B. Adopted Zoning Ordinance, Use and Site Development Regulations, and Conditional Overlay, and Plans of the Municipality**

All project construction is anticipated to adhere to existing design and building criteria and regulations. Currently, there are no proposed changes to City ordinances, master plans or building codes. On January 10, 2008, City Council approved Ordinance No. 20080110-075 rezoning the property, and establishing use and site development regulations for the Project site.

The zoning ordinance rezoned the site from Public (P) district and unzoned (UNZ) to Downtown Mixed Use-Central Urban Redevelopment District-Conditional Overlay (DMU-CURE-CO) combining district. The Zoning Case No. C14-2007-0164 file is available at the City's Neighborhood Planning and Zoning Department regarding the rezoning.

Generally, use and site development regulations were modified as follows:

- The maximum height is 393 feet from ground level for the proposed hotel/condo tower lot
- Outdoor entertainment is a permitted use of the property
- Public right-of-way is allowed to be used for off-street loading and trash collection

The conditional overlay adds the following conditions:

- A cocktail lounge is a permitted use for a maximum gross floor area of 9,000 square feet
- A convenience storage is a permitted use for a maximum gross floor area of 25,000 square feet

### **C. Seaholm District Master Plan**

In June 2000 ROMA Design Group was commissioned by the City to prepare the Seaholm District Master Plan, generally bounded by 5<sup>th</sup> Street on the north, San Antonio Street on the east, Lady Bird Lake on the south and Lamar Boulevard on the west. The purpose of the master plan is to establish an appropriate context for the redevelopment and reuse of Seaholm as a successful mixed-use public attraction.

Key goals of the master plan are:

- Preserve and reuse the historic structures on the site and in the surrounding district
- Ensure adequate parking for the future major public attraction that can be developed in close proximity to the facility
- Preserve and enhance the open space character of the Sand Beach Reserve
- Achieve an appropriate balance between pedestrian, transit, bicycle and automobile transportation, recognizing that the district is an important hub of pedestrian, bicycle and transit systems entering into the downtown area
- Explore the potential for redevelopment of public and privately owned properties in the district

**D. List of Estimated Non-Project Costs**

The City anticipates constructing a City-owned parking garage outside, but in the immediate vicinity, of the boundaries of the TIF. Surplus revenues from the parking garage will be contributed to the Project.

**E. Statement of Method of Relocating Persons to be Displaced as a Result of Implementing the Project**

No persons will be displaced as a result of the construction or implementation of the Project.

### III. Reinvestment Zone Financing Plan

The City of Austin will contribute 100% of its tax increment, both property tax and sales tax, to the TIF. This section describes the financing plan for the TIF and the Project.

#### A. List of Estimated Project Costs of the Zone

The total estimated development cost of the Project is \$113.4 million (in July 2008 dollars). The Project will include an office building, hotel/condo tower, plaza, terrace, rehabilitation of the Seaholm Power Plant, and construction of two roadways running north to south on the east and west side of the Seaholm Power Plant site.

The following table itemizes the estimated Project and non-Project costs (in millions). The Project is expected to incur bond financing costs but these costs have not been included in the list below.

**Table 1: Project and Non-Project Costs (in millions)**

Project Costs					
Office Building	14.8				\$ 14.8
Hotel/Condo	63.0				63.0
Power Plant Rehabilitation	19.1	4.5			23.6
Plaza	1.7	2.1			3.8
Street Work		1.5		2.7	4.2
Utility Relocations			4.0		4.0
<b>Totals</b>	<b>\$ 98.6</b>	<b>\$ 8.1</b>	<b>\$ 4.0</b>	<b>\$ 2.7</b>	<b>\$ 113.4</b>

Non-Project Costs	
<b>City-Owned Parking Garage (Anticipated to be funded by revenue bonds)</b>	<b>\$3.8</b>

#### B. Statement Listing the Kind, Number, and Location of All Proposed Public Works or Public Improvements in the Zone

The proposed public infrastructure for the Project is located throughout the TIF zone and is shown in Exhibit 2.

#### C. Economic Feasibility Study

In April 2008, the City Council approved the negotiation and execution of the MDA with Seaholm Power Development, LLC for the redevelopment of the Seaholm Power Plant. In developing the MDA, the City contracted with Economic and Planning Systems, Inc., to conduct a financial feasibility assessment of the Project and to analyze pro forma financial statements for the Project. The Seaholm Tax Revenue Schedule is attached as Exhibit 4 and indicates the TIF build out, property tax revenue, and sales tax revenue from the Project.

Table 2 below reflects all revenues and expenses for the City of Austin, including the City-owned parking garage, which as indicated previously, will have surplus revenues used to supplement TIF revenues. The financial feasibility assessment indicates that revenues from the Project and the City-owned parking garage will be sufficient to pay for expenses.

**Table 2: Financial Feasibility (in millions)**

	Subtotal	Total
<b>Estimated Revenues (Net Present Value, August 2008)</b>		
Property Taxes (30 Years @ 100%)	\$ 6.3	
Sales Taxes (30 Years @ 100%)	2.4	
Parking Gross Revenues (30 Years @ 100%)	7.1	
1/4 Cent Capital Improvement Project (CIP) Funding	2.7	
Water Utility CIP	.5	
Electric Utility CIP	.4	
<b>Total Estimated Revenues</b>		<b>\$ 19.4</b>
<b>Less: Estimated Expenses</b>		
Power Plant Rehabilitation	- 4.5	
Plaza	- 2.1	
Street Work	- 4.2	
Utility Relocations	- 4.0	
City-Owned Parking Garage	- 3.8	
<b>Total Estimated Expenses</b>		<b>- 18.6</b>
<b>Difference</b>		<b>\$ 0.8</b>

CIP funding from the 1/4 cent program, water utility, and electric utility is allocated toward utility extensions and a portion of the street improvements for the Project.

**D. Estimated Amount of Bonded Indebtedness**

The estimated amount of bonded indebtedness to be incurred by the TIF is \$8.1 million.

**E. Time When Monetary Obligations are to be Incurred**

Monetary obligations are to begin in the late summer of 2009, beginning with the development of the plaza area.

**F. Description of the Method of Financing of All Estimated Project Costs and the Expected Sources of Revenue to Finance or Pay Project Costs Including the Percentage of Tax Increment to Be Derived from the Property Taxes of Each Taxing Unit that Levies Taxes of Real Property in the Zone**

Description of the Methods of Financing

The City of Austin is allowed, under the provisions of Section 311.015 of the Tax Increment Financing Act, to issue tax-exempt bonds or notes, the proceeds of which may be used to provide for project related costs. The City possesses the authority under Texas law to issue certificates of obligation to finance public improvements such as those described in the project plan. The City

will issue debt under its own authority to finance the City's portion of the power plant rehabilitation, street improvements, and the development of the plaza area as outlined in the MDA with Seaholm Power Development, LLC. When the City issues certificates of obligation to fund Project costs described in this project plan, revenues deposited to the credit of the TIF will be made available to the City for the purpose of paying debt service on the certificates of obligation.

#### Sources of Tax Increment Revenue

The tax increment revenues necessary to pay the Project costs are expected to come from two sources and are shown in Exhibit 4, Seaholm Tax Revenue Schedule. Revenue will come from the incremental growth in property tax revenue due to new commercial and residential investment in the area adding taxable value to property in the TIF. The City of Austin is currently the only taxing entity in the appraisal jurisdiction participating in the TIF. The financing plan is based on the City of Austin contributing 100% of their collected incremental property tax revenue to the TIF. The tax rate for the City of Austin for Fiscal Year 2008 is \$0.4034 per \$100 of valuation.

Tax increment revenues are also anticipated from the increase in sales taxes generated in the TIF from the development of retail businesses in the area. The current sales tax rate in the City is 8 1/4% of which 1% is the City's portion. It is this 1% in sales tax receipts from retail sales in the TIF that is the second source of increment revenue. Current sales tax receipts in the TIF are \$0.

#### **G. The Current Appraised Value of Taxable Real Property in the Zone**

The current appraised value for the TIF is \$0 because in 2008, the base year for the TIF, the property included in the TIF is City owned and is considered tax-exempt. The City intends to sell and lease the land bounded by the TIF to Seaholm Power Development, LLC as agreed to in the MDA, thereby making the real property taxable.

#### **H. The Estimated Captured Value of the TIF During Each Year of its Existence**

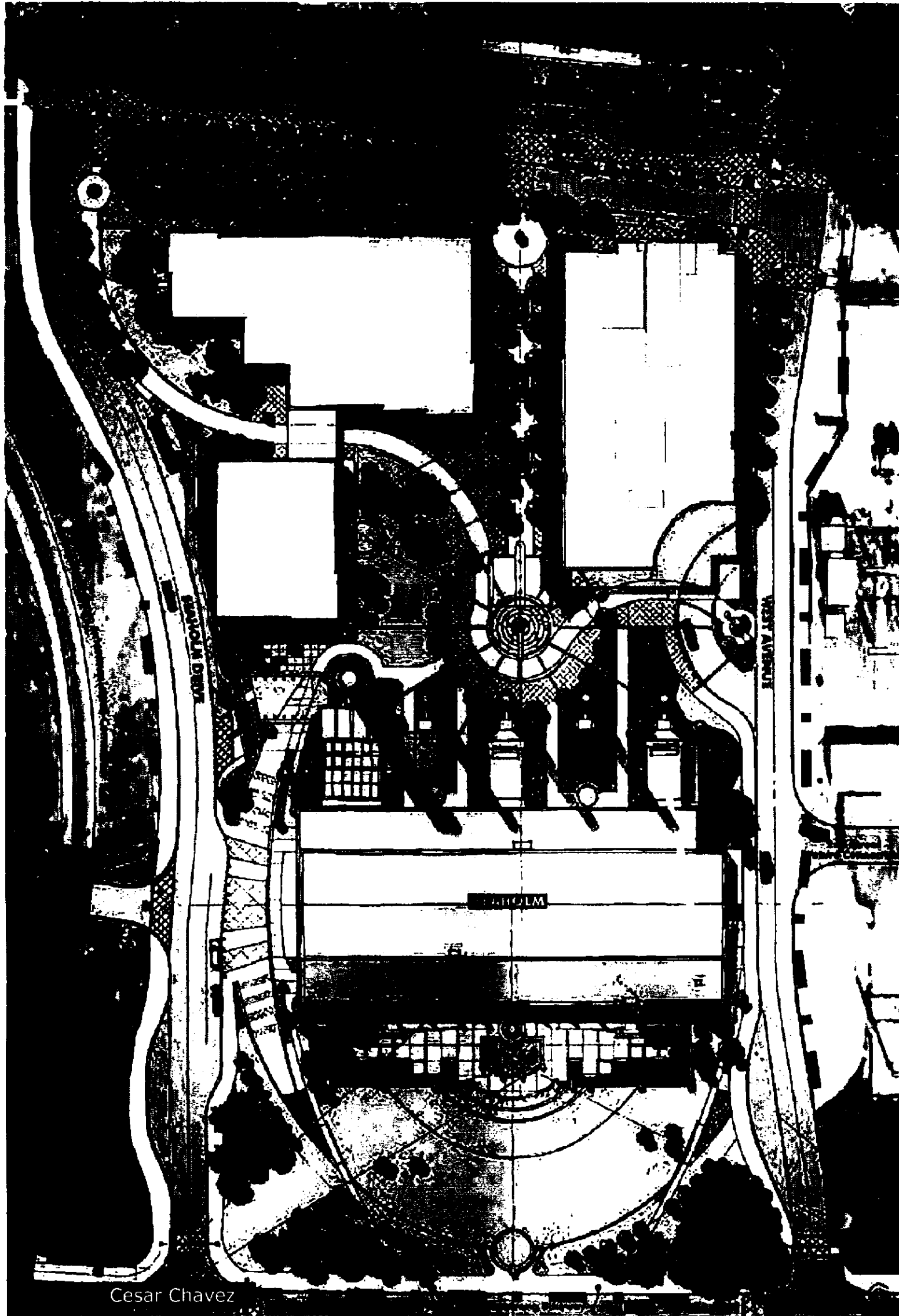
The estimated captured appraised value of the TIF is shown in the Seaholm Tax Revenue Schedule, Exhibit 4.

#### **I. Duration of the Zone**

The proposed duration of the TIF is 30 years. The proposed first year of the TIF begins January 1, 2008 with the TIF base valuation dated January 1, 2008. January 1, 2008 will be the first date for which the TIF captured appraisal value will be recorded. No sales taxes have been assessed or levied as of the date of the TIF creation. Fiscal year 2009 will be the first year the associated tax increment will be paid into the TIF. The TIF will terminate September 30, 2038, or the date the project has been fully implemented and all Project costs of the TIF, including any debt or interest on that debt, issued by the City in accordance with the financing plan have been paid or otherwise satisfied in full.

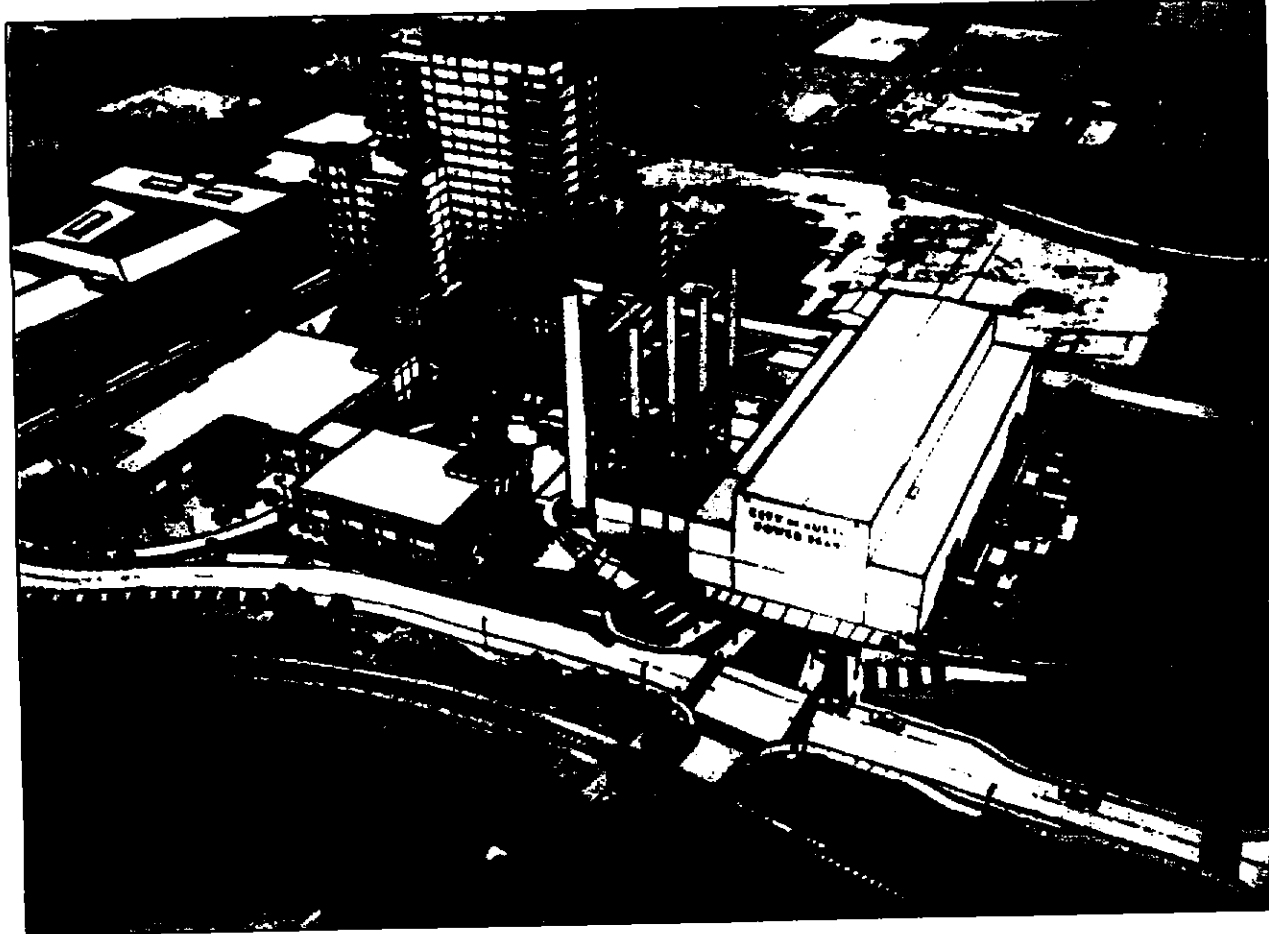
# Exhibit 1

## Map – TIF Boundaries

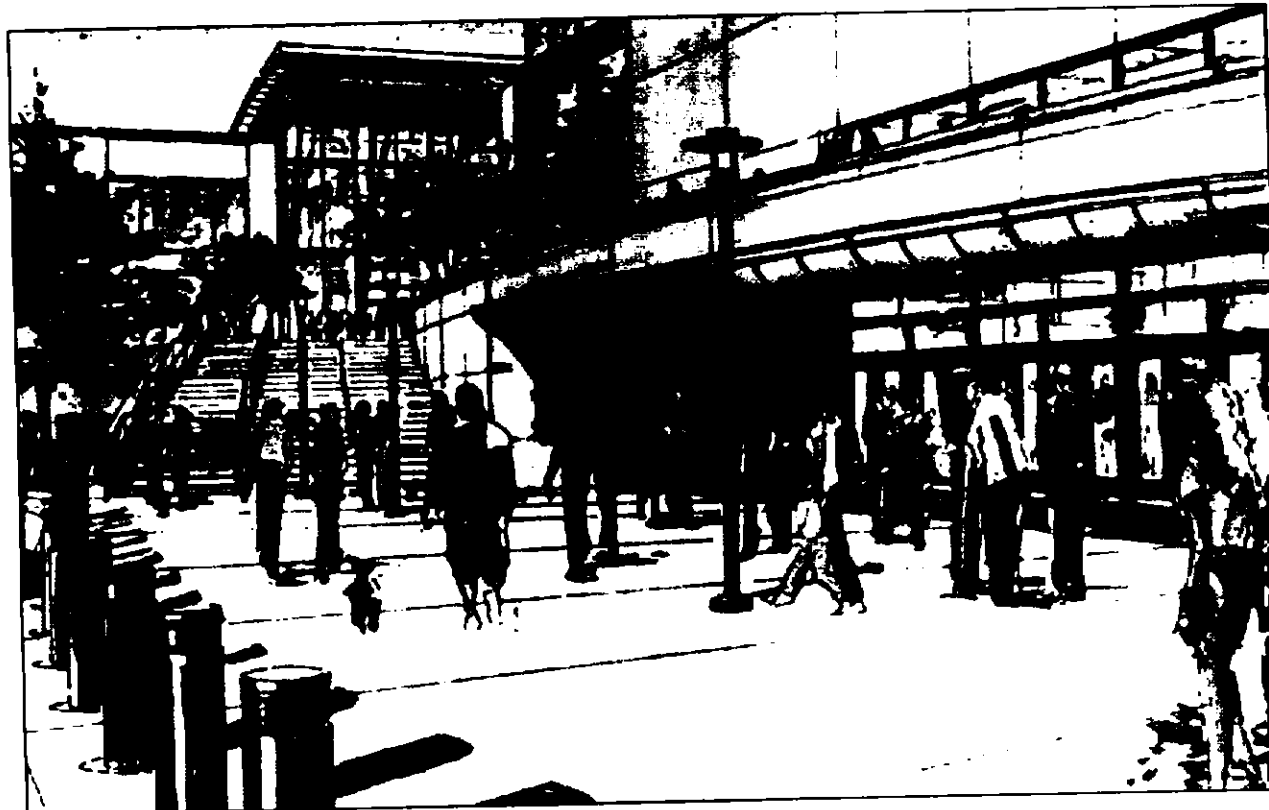


## Exhibit 2

### Architectural Renderings – Seaholm Redevelopment Project



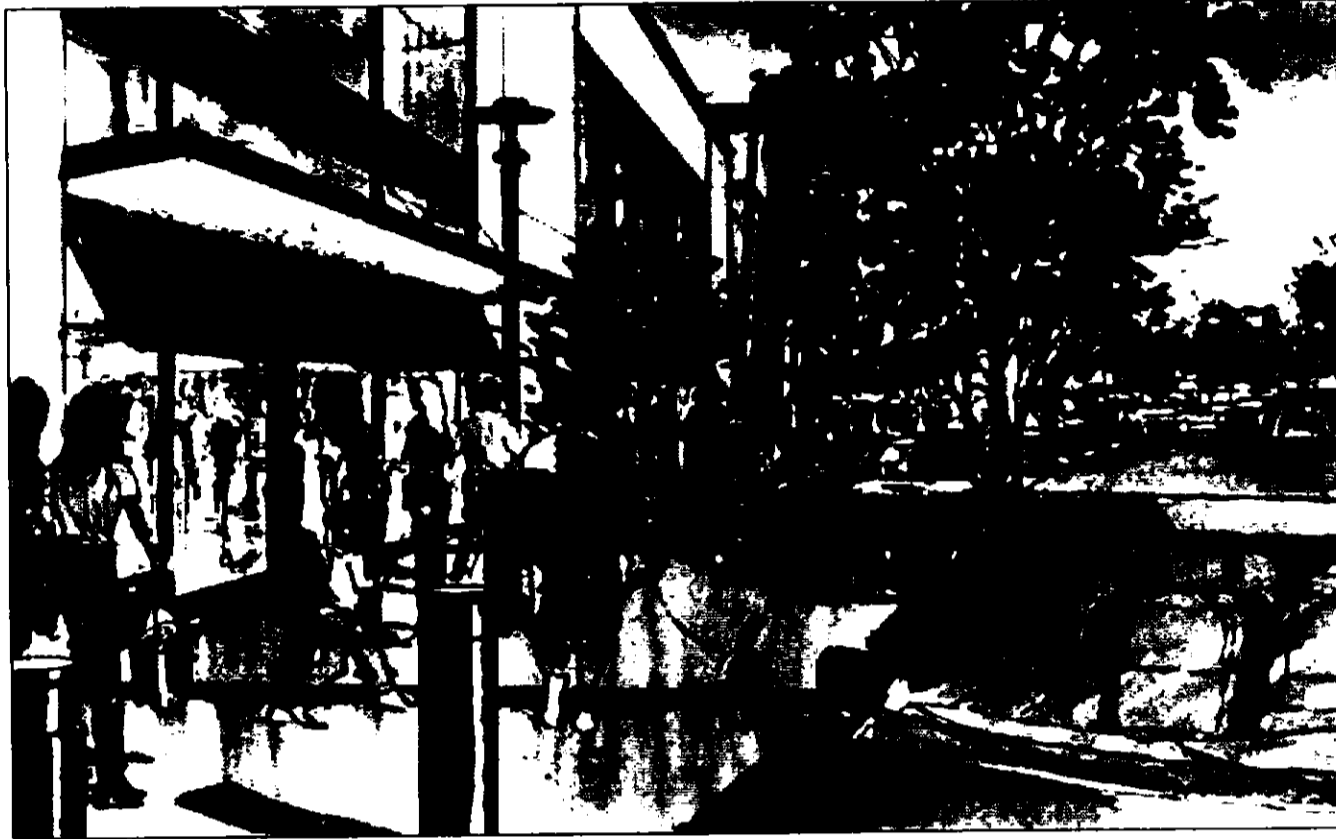
*Overall Project Aerial*



*Lower Entry to Power Plant Building*



Exhibit 2  
(continued)  
Architectural Renderings – Seaholm Redevelopment Project



*Streetscape Improvements*



*Plaza*

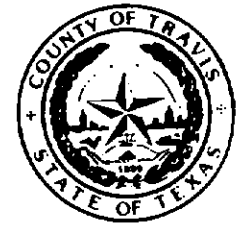
**Exhibit 3**  
**Seaholm District Master Plan**

[see Internet link below]

<http://www.ci.austin.tx.us/planning/seaholmdraft.htm>

### Exhibit 4 Seaholm Tax Revenue Schedule

Fiscal Year Ending	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
	915,201	9,451,826	18,903,651	19,376,243	19,860,649	20,357,165	20,866,094	21,387,746	21,922,440	22,470,501	23,032,264	23,608,070	24,198,272	24,803,229	25,423,309	26,058,892	26,710,364	27,378,124	28,062,577	28,764,141	29,483,245	30,220,326	30,975,834	31,750,230	32,543,985	33,357,585	34,191,525	35,046,313	35,922,471	36,820,532	37,741,046
	2,000,001	22,003,801	44,007,601	66,011,402	67,661,687	69,353,229	71,087,060	72,864,236	74,685,842	76,552,988	78,466,813	80,428,484	82,439,196	84,500,175	86,612,680	88,777,997	90,997,447	93,272,383	95,604,193	97,994,297	100,444,155	102,955,259	105,529,140	108,167,369	110,871,553	113,643,342	116,484,425	119,396,536	122,381,449	125,440,985	128,577,010
	-	11,812,361	23,624,722	24,215,341	24,820,724	25,441,242	26,077,273	26,729,205	27,397,435	28,082,371	28,784,430	29,504,041	30,241,642	30,997,683	31,772,625	32,566,941	33,381,114	34,215,642	35,071,033	35,947,809	36,846,504	37,767,667	38,711,859	39,679,655	40,671,646	41,688,438	42,730,649	43,798,915	44,893,888	46,016,235	47,166,641
	2,915,202	43,267,988	86,535,975	109,602,985	112,343,060	115,151,636	118,030,427	120,981,188	124,005,718	127,105,861	130,283,507	133,540,595	136,879,110	140,301,087	143,808,614	147,403,830	151,088,926	154,866,149	158,737,802	162,706,248	166,773,904	170,943,251	175,216,833	179,597,253	184,087,185	188,689,364	193,406,598	198,241,763	203,197,807	208,277,753	213,484,696
	11,786	174,932	349,865	443,125	454,203	465,558	477,197	489,127	501,355	513,889	526,736	539,905	553,402	567,237	581,418	595,954	610,853	626,124	641,777	657,821	674,267	691,124	708,402	726,112	744,264	762,871	781,943	801,491	821,529	842,067	863,119
	11,786	159,000	455,000	806,000	1,142,000	1,464,000	1,772,000	2,068,000	2,351,000	2,622,000	2,882,000	3,131,000	3,369,000	3,597,000	3,816,000	4,025,000	4,226,000	4,418,000	4,603,000	4,779,000	4,948,000	5,110,000	5,265,000	5,414,000	5,556,000	5,692,000	5,823,000	5,948,000	6,068,000	6,183,000	6,293,000
	-	-	166,317	170,475	174,737	179,105	183,583	188,172	192,877	197,699	202,641	207,707	212,900	218,222	223,678	229,270	235,002	240,877	246,899	253,071	259,398	265,883	272,530	279,343	286,327	293,485	300,822	308,342	316,051	323,952	332,051
	-	-	141,000	276,000	405,000	529,000	648,000	761,000	870,000	975,000	1,075,000	1,170,000	1,262,000	1,350,000	1,434,000	1,515,000	1,592,000	1,666,000	1,737,000	1,804,000	1,869,000	1,932,000	1,991,000	2,049,000	2,103,000	2,156,000	2,206,000	2,254,000	2,300,000	2,344,000	2,387,000



**SAMUEL T. BISCOE**  
COUNTY JUDGE

TRAVIS COUNTY ADMINISTRATION BUILDING  
P.O. BOX 1748 ROOM 520  
AUSTIN, TEXAS 78767  
(512) 854-9555

September 25, 2008

Draft  
# 64 (STB)

TO: Commissioners Court Members

FROM: County Judge Sam Biscoe  
Commissioner Sarah Eckhardt

Re: Project Leadership of the Downtown Master Planning Effort

Successful completion of the Downtown Master Planning Project requires the combined efforts of Facilities Management and the Planning and Budget office on a continuing basis. This combined effort can only succeed with the sustained input of all departments effected by the resulting plan. The court and staff divided the initiative into three phases long ago (attached). The responsibility for leading any one or all of these phases has been discussed and debated since last March. Currently, a compromise of a three-person leadership team is in place. However, this arrangement is not working. In our view, the Court should appoint one manager to lead this project. Progress has been slow, meetings have been unproductive, personalities have clashed, time has been wasted, and the level of frustration by court members and staff has risen.

The advantages of appointing one person to lead are many, including the following:

- 1) One person will be able to give the project more concentrated time and attention;
- 2) One person will better coordinate and manage the work of other county staff whose professional expertise is needed;
- 3) One person will be responsible for communicating with court members and other affected officials as needed;

## Downtown Master Planning

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September 25, 2008

- 4) One person can ensure that the project moves smoothly and expeditiously;
- 5) One person will obviate the multiple meetings and duplication of effort that have hindered meaningful progress to date; and
- 6) One person will enable us to give a consultant clear, unambiguous and consistent direction throughout the project.

Therefore, the Subcommittee recommends that Christian Smith, in his capacity as Special Assistant to the Commissioners Court, be tasked with the special project of leading Phases A and B of this project with leadership of Phase C to be determined at a later time. Mr. Smith is able to spend maximum time on this project without having to work on voluminous other matters, as is the case with the managers of Planning and Budget and Administrative Operations. Leading Phase A and B will require the Project Leader to communicate, collaborate and coordinate with the management and staff of both PBO and FMD. Staff work on this project by either department will be directed by the Project Leader and responsibility for that work shall rest with the Project Leader, who will also be responsible for choosing and evaluating the performance of team members. This delegation of responsibility to Mr. Smith in his capacity as Special Assistant to the Commissioners Court is not intended in any way to diminish the authority or responsibilities of the Executive Managers of PBO or Administrative Operations. Instead, this special assignment is intended to result in a fruitful integrated effort utilizing talents from both PBO and FMD for the benefit of all who will be affected by the resulting Plan.

Other options that have been explored include:

1. Leadership responsibilities for all three phases placed with one person (Ms. Perez, Mr. Rhoades, or Mr. Smith); and
2. Leadership responsibilities for Phase A placed with PBO (either Mr. Rhoades or Mr. Smith) with leadership responsibilities for Phases B and C placed with Ms. Perez.

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The current arrangement was a result of an attempt to implement Option 2 above resulting in the compromised three-person management approach. A third option explored was the assignment of all or part of the project to someone or some entity other than the three before us. However, that option would in all likelihood require hiring someone or some entity to act in the Project Leader role at great expense in time and money and may not address the underlying issues.

For the reasons stated above, the subcommittee recommends placing the Special Assistant to the Commissioners Court in the position of Project Leader for Phases A and B of this effort.

Sincerely,

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Samuel T. Biscoe  
County Judge

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Sarah Eckhardt  
Commissioner, Precinct 2

cc: Judge John Dietz  
Judge Eric Shepperd  
Sherri Fleming, Executive Manager  
Joe Gieselman, Executive Manager  
Danny Hobby, Executive Manager  
Roger Jefferies, Executive Manager  
Alicia Perez, Executive Manager  
Rodney Rhoades, Executive Managr

# Travis County Commissioners' Court Agenda Request

Meeting Date: September 30, 2008

I. A. Requestor: COUNTY JUDGE Phone # 854-9555

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING REQUEST FOR COUNTY POLICY REGARDING USE OF TOLL ROADS AND CITY PARKING METERS, BY COUNTY EMPLOYEES USING COUNTY VEHICLES, INCLUDING PAYMENT OF FINES AND FEES

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:** Melissa Velasquez  
**Date:** 9/25/2008 10:39 AM  
**Subject:** Fwd: Toll Road Exemption

Melissa, let's enlarge the font and include as backup.

>>> John Hille 9/24/2008 4:17 PM >>>

At least part of our discussion involved statutory language. Let us know how we can help in drafting this new policy.

The 80th Leg. added this language to Transp. Code section 370.177.  
SECTION 4.04. Subsection (a), Section 370.177,

Transportation Code, is amended to read as follows:

(a) Except as provided by Subsection (a-1), the operator of a vehicle, other than an authorized emergency vehicle as defined by Section 541.201, that is driven or towed through a toll collection facility of a turnpike project shall pay the proper toll. The operator of a vehicle who drives or tows a vehicle through a toll collection facility and does not pay the proper toll commits an offense. An offense under this subsection is a misdemeanor punishable by a fine not to exceed \$250. The exemption from payment of a toll for an authorized emergency vehicle applies regardless of whether the vehicle is:

- (1) responding to an emergency;
- (2) displaying a flashing light; or
- (3) marked as an emergency vehicle.

**CONFIDENTIAL COMMUNICATION  
ATTORNEY/CLIENT PRIVILEGE**

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# TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

67

Voting Session: September 30, 2008

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

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING LEASE OF PARKING SPACES LOCATED AT 9<sup>TH</sup> AND LAVACA (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)

Roger A, El Khoury, M.S., P.E., Director, Facilities Management Department (4-4579)

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

08 SEP 28 AM 10:55

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COUNTY CLERK'S OFFICE

68

# TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: September 30, 2008

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

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE POTENTIAL PURCHASE OF REAL ESTATE ALONG AIRPORT BOULEVARD. (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, Jr., Assistant County Attorney (49415)  
 Rodney Rhoades, Executive Manager, PBO (49106)  
 Roger A, El Khoury, M.S., P.E., Director, Facilities Management Department (44579)

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)  
 \_\_\_\_\_ Additional funding for any department or for any purpose  
 \_\_\_\_\_ Transfer of existing funds within or between any line item  
 \_\_\_\_\_ Grant

Human Resources Department (854-9165)  
 \_\_\_\_\_ Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)  
 \_\_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)  
X Contract, Agreement, Policy & Procedure

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 08 SEP 22 AM 11:37



# 71

Travis County Commissioners Court Agenda Request

Voting Session 9/30/08  
(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 a proposed Second Amendment to contract for the existing improved property commercial contract between Travis County and Balcones Resources, Inc. for the sale of property located on Johnny Morris Road, in Precinct One. (Executive Session pursuant to Tex. Gov't. Code §551.071 or §551.072).

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:

Joe Gieselman, Exec. Mgr., TNR	854-9383
Gregory Chico, TNR	854-9383
Mike Martino, TNR	854-9383
James Collins, Exec. Asst., TCAO	854-9415
John C. Hille, Jr., Dir., Trans. Div., TCAO	854-9513
Chris Gilmore, Asst. Co. Atty., TCAO	854-9513

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

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03 SEP 24 PM 4:11

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.